

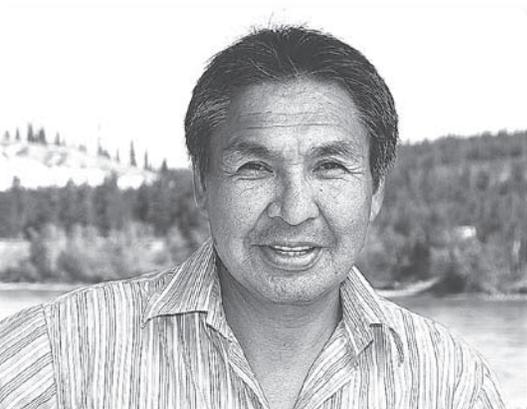
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2011-12 ANNUAL REPORT

CHAIR'S MESSAGE



PORCUPINE CARIBOU MANAGEMENT BOARD



Joe Tetlich
Whitehorse - Chair

As most of our readers are aware, the Harvest Management Plan for the Porcupine Caribou Herd in Canada (HMP) coordinates harvest management across the Canadian range of the herd and provides a system to guide management under different herd sizes (colour zones).

Since the signing of the HMP and its Implementation Plan, the Parties have been working on the tasks necessary to implement the HMP. The PCMB is

“...the Parties have been working on the tasks necessary to implement the HMP.”

very pleased that this is the first year all Parties have compiled and reported Porcupine Caribou harvest data.

On the first day of the annual meeting, parties to the Porcupine Caribou Management Agreement and the public shared information and ideas on the status of the Porcupine Caribou Herd and management actions. Presentations were made by most of the Parties and comments were also provided by other stakeholders. Key points raised included improvements to harvest data collection efforts, colour zone recommendations, and continued cooperative implementation of the HMP. A summary of the Annual Harvest Meeting public session will be made available on the Board's website.

The second day of the annual meeting was a closed session for the PCMB and Parties to collectively review the assessment of the status of the herd and harvest management actions, and discuss other related information.

On the third day of the Annual Harvest Meeting, the PCMB held a closed session for the Board to deliberate on information presented and develop harvest management recommendations for the upcoming fiscal year. According to the Implementation Plan, the PCMB provided its report to the Parties, recommending the harvest management (colour) zone and associated management actions and the rationale for those determinations.

This year, the Board recommended that the herd was in the Green Zone.

An outstanding HMP task is for Parties to develop the Native User Agreements in the Northwest Territories and Yukon. Although this is a responsibility of the Parties, the Board has offered assistance to bring the Parties together to initiate the discussions.

Our web site continues to be used as a very effective communication tool. If you haven't yet had the opportunity, I encourage everyone to visit our site at www.taiga.net/pcmb to access current information about the herd and the Board's work.

Mahsi cho,

Joe Tetlich
Chair



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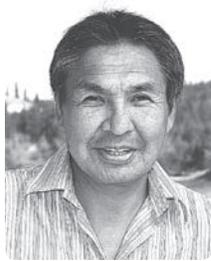
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**PORCUPINE
CARIBOU
MANAGEMENT
BOARD**



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JOE TETLICH
Chair



DEANA LEMKE
Executive Director



FREDRICK (SONNY) BLAKE, JR
Tsiigehtchic, NT
(member, outgoing)
Gwich'in Tribal Council



WILBERT FIRTH, Fort
McPherson, NT
(member, incoming)
Gwich'in Tribal Council



LIZ WRIGHT
Fort McPherson
(alternate, outgoing)
Gwich'in Tribal Council



DARBY BLAKE
Tsiigehtchic, NT
(alternate, outgoing)
Gwich'in Tribal Council



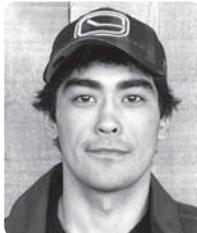
STEVEN BUYCK
Mayo (member)
Na'cho Ny'ak Dun



JIMMY JOHNNY
Mayo (alternate)
Na'cho Ny'ak Dun



LANCE NAGWAN
Old Crow (member)
Vuntut Gwitchin First Nation



DAVID FROST
Old Crow (alternate)
Vuntut Gwitchin First Nation



STEVEN TAYLOR
Dawson City (member)
Tr'ondëk Hwëch'in



ROBERTA JOSEPH
Dawson City (alternate)
Tr'ondëk Hwëch'in



BILLY STORR
Aklavik (member)
Inuvialuit Game Council



CHUCK GRUBEN
Tuktoyaktuk
(alternate, outgoing)
Inuvialuit Game Council



CHARLES POKIAK
Tuktoyaktuk
(alternate, incoming)
Inuvialuit Game Council



KELLY MILNER
Whitehorse (member)
Government of Yukon



DOROTHY COOLEY
Dawson City (alternate)
Government of Yukon



MARSHA BRANIGAN
Inuvik (member)
Government of the
Northwest Territories



STEPHEN CHARLIE
Inuvik (alternate)
Government of the
Northwest Territories



MIKE GILL
Whitehorse (member)
Government of Canada
No alternate appointed

2011-12 BOARD



PORCUPINE CARIBOU MANAGEMENT BOARD

Reporting Period:
April 1, 2010 to
March 31, 2011



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Co-management is about working together for a common goal. The Porcupine Caribou Management Board brings representatives of all First Nations and Inuvialuit groups together with governments in the range of the herd to discuss in person their concerns and ideas. The PCMB was established by the Porcupine Caribou Management Agreement in 1985. The Porcupine Caribou Management Agreement gives the Board its mandate and describes its responsibilities.

For the PCMB, co-management was originally shared among the Government of Canada, the Government of Yukon, the Government of Northwest Territories, Council of Yukon Indians, the Dene Nation and the Métis Association of the Northwest Territories, and the Inuvialuit Game Council.

Over the years since the Agreement was signed, all the First Nations involved settled their land claims. The membership of the PCMB changed to reflect the new organizations with authority in the herd's range. Council of Yukon Indians has changed to Council for Yukon First Nations, and this body appoints a member for the Vuntut Gwitch'in First Nation and a member for Na Cho Nyak Dun. A member of the Gwich'in Tribal Council sits in place of the Dene/Metis representative. With Government of Yukon's agreement, Tr'ondek Hwech'in occupies one of Government of Yukon's seats to ensure Tr'ondëk Hwëch'in is represented on the Board.

Each organization chooses its own members to represent it on the PCMB. Board members are responsible for consulting with their sponsoring organizations and their community members. At meetings, the Board members debate the issues and report decisions back to their communities. The comprehensive membership of the Board pools the collective knowledge

and experience of the member organizations as well as ensures there is consistency in efforts to protect the herd. With members representing all the interested groups, a co-management board ensures each group's needs are considered.

Sometimes, because Board decisions affect communities differently, it is difficult for Board members to justify decisions to their own communities. This is where the cooperative aspect of co-management is emphasized. It is imperative that the Board do what it can to protect the herd and allow it to grow, so that the future generations can continue to use the herd. As the Board continues to meet, it searches for new ways to help the herd yet reduce the hardship for the herd's users.

The PCMB makes recommendations to the governments. These recommendations are not binding, but they are taken very seriously. After all, the recommendations come from the collective position of all the Board's member organizations through their appointed representatives, which gives them a great deal of weight.

Compromise is often required, but all members are loyal first to the herd, because protecting the herd best protects their own organization's interests in the long term. In addition, all sponsoring organizations recognize that occasional compromise is preferable to having separate management regimes for each of the jurisdictions in the range of the herd. Cooperation, then, is the key to co-management.

Traditional knowledge as well as scientific research guides the PCMB. This ensures the Board is guided by the best, most comprehensive information available from all its members as well as outside organizations.

CO-MANAGEMENT

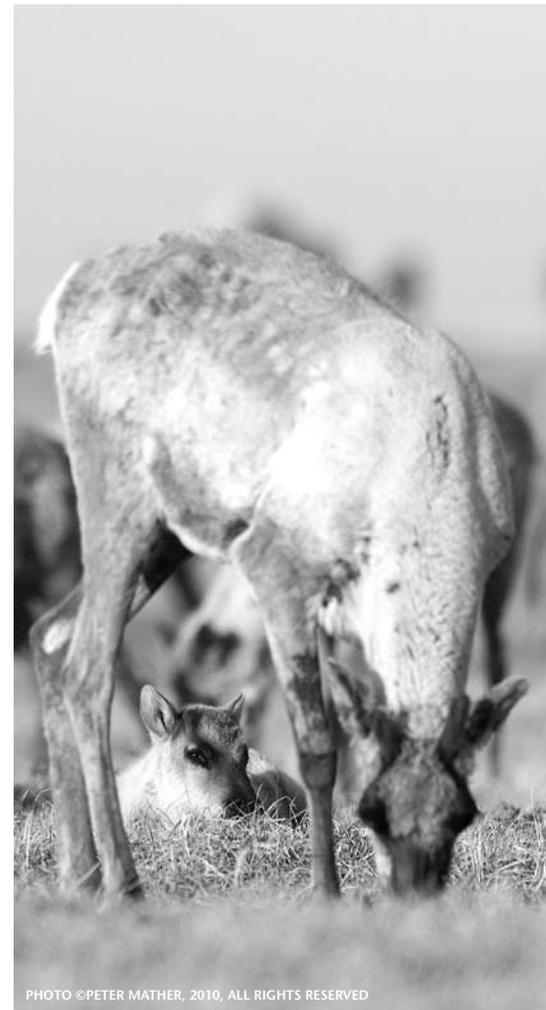


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MIGRATORY RANGE



The range of the Porcupine Caribou herd covers approximately 260,000 square kilometers of the northern parts of Alaska, Yukon and Northwest Territories. This area includes 12 different management regimes in two countries. The herd migrates between its winter ranges in Northeastern Alaska, the Northern Yukon and the Richardson Mountains in the Northwest Territories and its summer range in northern Alaska and northern Yukon.

The primary calving ground of the herd is on the coastal plain in the Arctic National Wildlife Refuge and Ivavik National Park. This area provides the best combination of nutrient rich food, relief from biting insects and protection from predators. In years when the cows are unable to reach their preferred calving grounds, the calf survival rate has declined significantly. The caribou often continue their migration to the coastal plain after calving and many calves drown along the way. Many more calves and weakened cows fall to predators outside the calving grounds. If development displaces the herd from this vital calving area, the consequences for the herd could be devastating.

If development displaces the herd from this vital calving area, the consequences for the herd could be devastating.

Calving 2011 report (Alaska Department of Fish and Game)

- Calving was concentrated in the foothills between the Firth and Babbage Rivers. The full extent of calving occurred discontinuously from the Canning River in Alaska to the Babbage River in Yukon. The peak of calving occurred prior to 1 June.
- Of the 59 collared cows aged four years or more, eight were judged to be barren. The remainder had a calf at heel or had lost their calf, giving a calf birth rate of 86%, higher than the long term average of 81%.
- In late June, surveys showed that only 59% of the collared cows had calves at heel in early June. This calf ratio was the lowest ever recorded for PCH. It should be noted though that strong winds limited where the researchers could fly so this number is based on only 39 collars.

Caribou Calculator

- There has been no progress reported on the revisions to the two computer models since the presentation to the Board in March.

Body Condition monitoring

- Martin Kienzler travelled to Old Crow in mid-September to go over the sampling protocols again with hunters. He was able to go out with a hunter and sampled 11 caribou. The North Yukon RRC is again administering the program. Sampling kits for hunters are ready to go, as long as the caribou show up.
- The Northern Contaminants program continues to monitor Porcupine Caribou via submission of samples from hunters. The fall 2011 sampling program will include testing for Mercury, in response to the events in Tokyo nuclear facilities in March 2011.

Check stations, fall 2011

- Government of Yukon did not have a check station or a CO stationed on the north Dempster this year however the highway will be patrolled by current Officers.
- The south Dempster check station did not operate due to few caribou on the highway. The station would have been opened if significant numbers of caribou had shown up.

PCH Hunting workshop, Whitehorse

- Government of Yukon, PCMB and the Yukon Fish and Game Association hosted a PCH hunting workshop in Whitehorse on October 6, which was attended by 30 people. This workshop was similar to the one held in 2007.
- Because few hunters were attending the shooting workshops held on the Dempster in recent years, a different activity was proposed. YG may hold similar workshops in future years in other communities.

March 2012 captures and composition count

The objective of this field work is to deploy any radio collars that cooperating agencies purchased and to do a composition count to estimate the over winter survival of calves.

As usual, the captures form the basis for several “sub-projects” under the radio collaring program. Each year, some nine-month-old female calves (also called “short yearlings” as they are just short of being one year old) are collared to estimate how many short yearlings survive to three years of age when they enter the breeding portion of the population. Collars are used on random adult female caribou in order to estimate

SCIENTIFIC STUDY OF THE PORCUPINE CARIBOU HERD



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how well they survive each year. And finally, each March before a photo census is attempted, several collars are deployed on bulls in order to locate the bull groups during the census field work.

This year, there were a total of 23 collars to deploy. The PCTC also started using a new model of satellite transmitter that are a vast improvement over the older style Argos collar. Though size, weight and cost is virtually the same between the two types, the number and accuracy of locations is much better with the Iridium collars.

The Iridium collars have been programmed to transmit a location every five hours, every day for up to three years. In order to have the old Argos collars last as long as three years, we were limited to one location per week for



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RADIO COLLARS

Old Collars (deployed pre-2012)
 New Collars (deployed March 2012)
 Total Active Radio & Satellite Collars

	COW	BULL	SATELLITE COLLARED COWS	TOTAL
Old Collars (deployed pre-2012)	71	9	7	87
New Collars (deployed March 2012)	10	6	7	23
Total Active Radio & Satellite Collars	81	15	14	110

following March 2012 fieldwork

most of the year, and one every second day during the period of calving.

Although caribou had been available to hunters in northern Yukon, telemetry flights in March indicated that as many as 75 % of the herd was in Alaska. Once again, there was a large degree of overlap between the Porcupine and Central Arctic caribou herds. All captures in 2012 were conducted in Alaska.

A total of 23 caribou were captured by net-gun for recollaring or deploying new



collars. This included seven adult cow recaptures, ten new random female short-yearlings and six adult bulls. All adult cows were fitted with Iridium collars, while the short-yearlings and bulls received radio transmitters.

Following the capture events in March, we now have a total of 14 satellite and 96 VHF radio transmitters on Porcupine Caribou. All satellite transmitters are on cow caribou. Of the VHF transmitters, 81 are on cows and 15 are on bulls (see table).

Due to the high amount of mixing between Porcupine and Central Arctic Caribou on the winter range, a March composition count was not possible in 2012.

Shingle Point “Sight-in your rifle” program

The Aklavik Hunters and Trappers Committee and GNWT ENR worked together to hold an event at Shingle Point on July 22, 2011. The goal of the event was to stress the importance of sighting in your rifle prior to hunting caribou. HTC and ENR staff members distributed information on caribou and the Harvest Management Plan, and held several shooting competitions. Thirty people from Aklavik, Inuvik and Alaska took part in the target shooting competitions. Another 50 people attended to watch the competitions. Participation prizes were provided by ENR, the PCMB and YG.

HARVEST MANAGEMENT STRATEGY

Report on the HMP Implementation Plan and the Annual Harvest Meeting

As directed in the HMP and Implementation Plan, the PCMB finalized the Terms of Reference and Operating Procedures for the Annual Harvest Meeting.

In accordance with the Harvest Management Plan for the Porcupine Caribou Herd (HMP), the Porcupine Caribou Management Board (Board) convened the second Annual Harvest Meeting (AHM) during the second week of February 2012 in Dawson City, Yukon. The AHM was organized as outlined

in the Terms of Reference from the Parties’ Senior Officials and the Board’s own Operating Procedures for the meeting.

The first day of the three-day AHM was “to bring together stakeholders, the general public and Parties to the Porcupine Caribou Management Agreement (PCMA) to exchange information ...” (PCMB letter of invitation to Parties and stakeholders dated 30 December 2011). The Board further requested that Parties send “any information that it should consider when assessing the status of the herd” prior to the meeting and referred invitees to Appendix 2 of the Operating Procedures for further information on submissions. The Board also requested that Parties consider and forward their views on the Dempster Highway [hunting] regulations: 500 meter corridor, no motorized vehicles and the one-week hunting closure.

Eleven presentations were made by various organizations and comments from participants were received during Day 1, the Information and Exchange Session of the AHM 2012. Copies of the full presentations and reports are available on the Annual Harvest Meeting page of the PCMB website (www.taiga.net/pcmb).

Summary of herd biological information

Dorothy Cooley presented a summary report of biological information for the herd. For several portions of the report and presentation, updated information since the 2011 summary was not yet available.

Population

- There was no census conducted in 2011, therefore the most recent census was in 2010 when 169,000 caribou were



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estimated in the herd. The next census attempt is scheduled for 2012.

- The revised computer population models (formerly the Caribou Calculator) have not yet been completed so no computer-generated estimate of herd size is available for the AHM this year
- Adult female survival has not been estimated since 2009/10 so no update is available for the AHM this year.
- Calf birth rates and survival are quite variable from year to year and there is no apparent pattern over time. Calf survival to one month of age was the lowest on record in 2011. The March composition count to estimate calf survival to 9 months of age has not been possible in many recent years due to overlap of the PCH with other herds on winter range.
- There is no pattern of change in the peak date of calving which we might expect if there were problems with the rut or with pregnancy.
- The survival of short yearling female caribou has not been updated since 2010.
- The survival of adult bull caribou has not been updated since 2009 and there is no intent to continue this study.
- There was no fall composition count to estimate the proportion of bulls in the herd scheduled for 2011. Researchers will conduct a count in each year a photo census is done therefore the next count will be in October 2012.

Harvest

- As recommended by the PCMB in 2011, Canadian Parties changed the harvest regulations for aboriginal, resident and non-resident hunters for the fall 2011 season (see full report). Note that an earlier version of the printed report incorrectly shows a Yukon Non-resident

bag limit of 1 bull caribou. That should be 2 bull caribou.

- The template form that was developed during the June 2011 workshop for user groups to collect harvest data was presented (see presentation). The Canadian Wildlife Service has contracted the development of the long term harvest database. A working version of the database should be available by 31 March 2012.
- Although all Parties submitted harvest data to the PCMB prior to the AHM or presented their harvest data during the meeting, we were not able to calculate a total estimated harvest in Canada (see accompanying report).
- The PCTC has submitted a data request to the Arctic Borderlands Ecological Knowledge Co-op to summarize their question “Were hunters’ needs met?” but have not received the data yet.

Body Condition

- The Body Condition monitoring programs in YT and NWT continue to show that hunters are rating the condition of their harvested caribou higher in recent years. Small sample sizes are still a concern for this project and hunters are urged to participate in the program to increase sample sizes.
- The PCTC has submitted a data request to the Arctic Borderlands Ecological Knowledge Co-op to summarize caribou condition and abnormalities but have not received the data yet.

Habitat

- Wildland fire data from the 2011 season is not yet available for Yukon or NWT however there was a very small burn documented in the Alaska portion of the range, and several small burns were remembered to have occurred in the



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Yukon portion of the range. The 2004, 2005 fires were very large compared to other fires but still comprise a relatively small portion of the herd’s range.

- Updated snow measurements were not yet available.
- The PCTC has submitted a data request to the Arctic Borderlands Ecological Knowledge Co-op to summarize extreme weather events but have not received the data yet.
- Timing of green up was listed in the final HMP but was not summarized in this report.



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Harvest management actions in 2011-12

Following the Annual Harvest Meeting, the Board made recommendations to the Parties consistent with the Green zone management regime. Parties agreed the Herd is in the Green zone for the 2011-12 season. The Parties enacted management activities consistent

Numerous communication tools were developed to inform the public of the HMP. Several newspaper articles were published; a three-page summary of the plan was delivered to all mail boxes within the Canadian range of the herd; freezer magnets, bumper and window stickers were widely distributed; posters were printed and sent to communities

GUIDELINES FOR THE SALE, TRADE AND BARTER OF PORCUPINE CARIBOU MEAT

In September 2011, the Board finalized its Guidelines for the Sale, Trade and Barter of Porcupine Caribou Meat. These recommended guidelines were distributed to the PCMA Parties and stakeholders. The following outlines the guidelines:

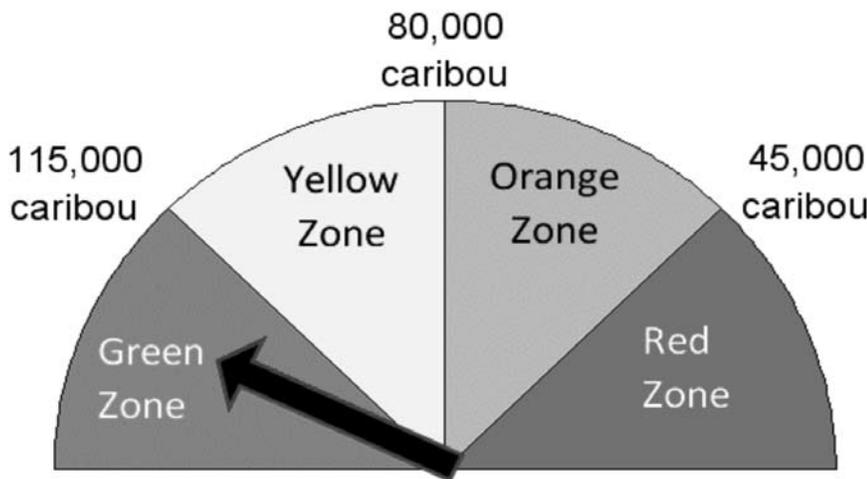
The Porcupine Caribou Management Agreement (PCMA) directs the Porcupine Caribou Management Board to establish guidelines with respect to the sale of caribou meat among aboriginal groups who are signatory to the PCMA.

The PCMA directs that there shall be no commercial harvest of Porcupine Caribou in Canada; however, barter or trade of caribou meat with other Native users is permitted. Sale of caribou meat by Native Users to other Native Users is allowed under certain circumstances, subject to guidelines developed by the PCMB in consultation with the RRCs and wildlife management committees of the User Communities. These guidelines outline those circumstances and situations in which sale of caribou meat would be permitted, specifically:

1. the circumstances that qualify a Native User as disadvantaged;
2. the circumstances that create an emergency situation;
3. the categories of costs that may be considered reasonable expenses; and
4. the procedures for expeditious consideration for individual situations.

The PCMB has regularly heard concerns

HARVEST MANAGEMENT COLOUR CHART



with the Green zone management regime. Licensed hunters are limited to a maximum of two bull caribou each. There are no limitations on Aboriginal hunters; however, the Board continues to encourage a bull-dominated harvest.

Communication on the HMP

The following graphic was developed as the main communication tool for hunters. This graphic was used to 'brand' the HMP in various communication tools designed to remind hunters of the status of the herd.

Harvest management actions in 2011-12

A two-day Harvest Data Collection Workshop was held on June 4 and 5, 2011, bringing together participants from User Communities to work on their harvest data collection program and review collecting and reporting requirements outlined in the HMP.

about inappropriate situations related to the sale of caribou meat for profit. One example where comments were systematically documented includes the feedback received on this issue during the 2008 community tour for the draft PCH Harvest Management Plan: 34 of 39 people (87%) who answered the specific question said they had heard of caribou meat being sold. Eighteen thought sales happened “lots”. Most people also heard about dry meat being sold as well as meat.

The purpose of the guidelines is to provide guidance on aspects of sale, trade and barter of caribou meat and what is considered “commercial”.

What’s the difference between sale, trade and barter?

The PCMB considers “barter” and “trade” to mean the same thing: a simple exchange of some goods or service for caribou meat. For example, a hunter may be given some fish in trade or exchange for caribou meat that he harvested. Or perhaps someone will trade caribou for some time fixing a skidoo.

“Sale”, on the other hand, involves exchange of money for caribou meat or non-edible parts.

What are the recommended guidelines?

1. Circumstances that qualify a Native User as being “disadvantaged”

“Disadvantaged” users are defined as those who are single parents, elders, widows, low-income families and those who are unable to go hunting due to disability or prolonged illness. Other circumstances may be considered on a case-by-case basis by the respective RRCs, HTC or First Nations.

2. Circumstances that create an Emergency

For the purpose of these guidelines,

an emergency situation is where the caribou do not migrate near enough to a community to meet Native Users’ needs in Canada. The User Communities will work together to meet needs of Native Users in accordance with these guidelines.

3. Categories of cost that may be considered reasonable expenses

The money received for Porcupine Caribou meat must not exceed reasonable expenses incurred. This means no one should profit from the sale of Porcupine Caribou.

a) Hunters who plan to sell caribou to other Native Users for reasonable expenses must be pre authorized by the local First Nation government, RRC or HTC.

b) Hunters who are paid to hunt as individuals should be paid “reasonable expenses” for the trip and not according to the number of caribou taken.

c) These reasonable expenses should include gas/oil, ammunition, and some costs for wear and tear on the vehicle/ equipment with a limit of \$200 or as determined by the local First Nation, RRC or HTC. This amount should be consistent with the actual expenses incurred for the caribou hunting trip, not on a per-caribou basis.

d) Other expenses that may be considered (if necessary) are basic food provisions and safety equipment.

For greater certainty, the above expenses are not to be considered the value of the caribou.

4. Procedures for expeditious consideration of individual situations

All aboriginal groups within the Canadian range of the herd have land claim agreements, all of which have implications for the implementation

of these guidelines. Therefore, the expeditious consideration of individual situations will be dealt with in a timely fashion by the appropriate claimant organization under their existing processes.

What is the review process?

These guidelines will be reviewed for the first time three years after finalizing and



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then every five years or at the request of a PCMA signatory.

Who do these guidelines apply to?

The PCMA says that Native Users may trade and barter caribou meat with other Native Users. Native Users may also sell caribou meat to other Native Users, as outlined in the guidelines above. According to the PCMA, Native User means:

“... a person whose entitlement to the subsistence harvest of Porcupine Caribou has been recognized by a Native User community and who is:

- an aboriginal person who is a traditional user of the Porcupine Caribou or the descendant of such a person; or
- an aboriginal person who is a current user of the Porcupine Caribou at the



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time of signing this Agreement [in 1985] and meets a reasonable residency requirement satisfactory to his Native User community; or



• A Canadian aboriginal person who has not traditionally or currently harvested the Porcupine Caribou but meets a reasonable residency requirement satisfactory to the Board.”

The PCMB is also directed in the PCMA to “maintain a list of eligible Native Users for each Native User community”. Land claim agreements are now in place for all User Communities as identified in the PCMA (Tuktoyaktuk, Inuvik, Aklavik, Tsiigehtchic, Fort McPherson, Old Crow, Dawson and Mayo). The PCMB will consider individuals included on PCMA-recognized First Nation and Inuvialuit beneficiary lists, maintained by the respective claimant groups, to be Native Users for the purposes of these guidelines.

It is recognized that each Native User Community has its own process that grants permission to hunt within relevant traditional territories. However, other Aboriginal people who are granted permission to hunt Porcupine Caribou are not permitted to sell, trade and barter the caribou meat.

These guidelines do not apply to non-Native Users.

These guidelines do not apply to commercial guiding or outfitting activities.

How were these guidelines developed?

The following information sources were consulted:

- the PCMA;
- relevant land claim agreements;
- written feedback from First Nations, Inuvialuit and community organizations solicited by the PCMB in 2005; and
- a report generated from the community tour presenting the consultation draft of the Harvest Management Plan for the Porcupine Caribou Herd in Canada (2008).

What is considered “commercial”?

There shall be no commercial harvest of Porcupine Caribou in Canada. Trade and barter of edible portions with other Native Users is allowed. Sale is allowed to other Native users under certain circumstances [PCMA L(b)]. Native Users shall be permitted to sell, give, trade or barter non-edible portions of legally harvested caribou. For further clarity:

- Non-edible portions include hide and antlers
- Products made from non-edible portions of caribou such as carvings, hide slippers, jewelry, traditional productions and implements are not considered commercial
- Other products such as dry meat, caribou soup sold to individuals or at gatherings or celebrations are considered commercial
- Caribou served for free at schools, community gatherings or celebrations is not considered commercial

Native Users may sell caribou meat only when another Native User is

disadvantaged or in an emergency situation, provided the sale does not exceed reasonable expenses.

Community hunts organized by First Nations and Inuvialuit for the purpose of providing meat to disadvantaged users reduces the necessity for such users to rely on individuals who sell meat.

**Excerpt from the Porcupine Caribou Management Agreement (1985):
Commercial Harvest**

There shall be no commercial harvest of Porcupine Caribou in Canada.

Notwithstanding paragraph 1 above, Native Users may:

(a) barter or trade with other Native Users for caribou meat; and

subject to paragraphs 2(c) and 2(d) of this Part, sell caribou meat to other Native Users who are unable to hunt by virtue of age, illness or other disadvantages or where there is an emergency situation when access for the hunting of caribou is not feasible for a Native User community, provided that the money received for the sale does not exceed the reasonable expenses incurred.

The Board shall establish guidelines from time to time on:

- (i) the circumstances that qualify a Native User as being disadvantaged, for example when a family does not have a provider;
- (ii) categories of costs which may be considered reasonable expenses;
- (iii) the circumstances that would create an emergency situation when access for the hunting of caribou is not feasible for a Native User community.

The Board shall establish procedures for the expeditious consideration of individual situations contemplated by paragraph 2(b) of this Part which do not fall within the guidelines established pursuant to paragraph 2(c) above.

Native users shall be permitted to sell the non-edible parts of legally harvested Porcupine Caribou.

This part does not apply to commercial guiding or outfitting activities.



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BOARD MEETINGS 2011-12

In keeping with the communication strategy of the Board, the members try to meet in the Porcupine Caribou herd communities as often as possible. Community members and representatives of stakeholder organizations are encouraged to attend. The following Board meetings were held during this fiscal year:

- October 28 and 29, 2011 (Fort McPherson, NT)
- December 14 and 15, 2011 (Whitehorse, Yukon)
- February 7 to 9, 2012 (Annual Harvest Meeting, Dawson City, Yukon)
- March 27 and 28, 2012 (Whitehorse, Yukon)

Board members meet with their respective community organizations before and after Board meetings to keep abreast of community concerns and share information about PCMB activities.

PCMB REPRESENTATION IN MEETINGS

The Board was represented in other regional, national and international engagements:

- The Chair attended the Environment Fair in Whitehorse, Yukon on May 13 and 14, 2011.
- The Chair attended the Canadian Wildlife Federation meeting in Yellowknife, NT from June 16-18, 2011.

- The Chair gave a Porcupine Caribou update to the Yukon Fish and Wildlife Management Board meeting at Silver City on July 8, 2011.
- The Chair attended the Arctic Ungulate Conference in Yellowknife from August 22-26, 2011.
- The Chair attended the International Porcupine Caribou Meeting (IPCB) held in Whitehorse on September 28 and 29, 2011 – the first IPCB meeting held in over a decade due to United States member appointments not being made.
- The Chair attended the Beverly and Qamanirjuak Co-Management Board meeting in Winnipeg on November 1 and 2, 2011.
- The Chair attended the Guide Outfitters Association of BC meeting in Vancouver on December 8 and 9, 2011.
- The Chair attended the Yukon Land Use Planning Council and Dawson Regional Planning Commission Conference and Workshop in Dawson City, Yukon from February 7-9, 2012.
- Board member Steve Taylor attended the Arctic Borderlands meeting in Dawson City from March 13-15, 2012.

In addition, there have been numerous working group and committee meetings that have been held throughout the year in various communities, which have been attended by Board representatives.

2011-12 COMMUNICATION HIGHLIGHTS



Communicating Board activities and information about the herd is an important part of the Board's work. Some highlights of the Board's communications are as follows:

- The Annual Report is a key method to share extensive information about the herd and the Board's activities. The Annual Report is distributed widely, to user organizations in the U.S. and Canada, environmental organizations throughout the world, lobbying groups that advocate for protection of the herd's habitat in Canada and the United States, scientists, universities and libraries.
- The Board's Web site is regularly updated with current information and announcements about Board activities. It also contains information sections on the herd (including sections about the herd's population, migration, uses of the herd and herd health). The Reference Desk section contains downloadable reports and the Porcupine Caribou Schools Program, which can be freely used by

educators. This year saw the addition of sections about ethical hunting, human activity in the herd's range, and numerous updates.

- All stakeholders and the general public are invited to attend PCMB meetings to observe the Board's discussions and decisions. Invitations to the meetings are mailed to stakeholders and interested parties. Public Service Announcements of upcoming PCMB meetings are published in newspapers and broadcast over local radio stations.
- Public open houses are held in conjunction with the Board meetings in the communities. This is a time for dialogue among the Board members and the public. PCMB brochures and other printed materials are made available at all PCMB meetings as well as other events that Board members attend.
- Newspaper columns are printed in the Yukon News to distribute detailed information about specific issues for the broader public. The Yukon News is distributed in all Yukon communities, and is read by the general public, caribou users, resident hunters and persons concerned about the environment.
- Community Caribou Update newsletters are distributed to stakeholder organizations and others who have expressed interest.
- To promote hunter safety, blaze orange vests printed with "Think Safety First" are loaned to hunters on the Dempster Highway. Blaze orange toques are given to Dempster Highway and Old Crow hunters.
- Targets were developed to help hunters sight in their rifles. These targets are distributed widely across the range.
- The Board provides door prizes and participation prizes for a variety of events hosted by others such as shooting workshops along the Dempster Highway and youth on-the-land camps.
- The Chair tours Porcupine Caribou herd user communities and attends various other board and community meetings throughout the year.
- Radio and newspaper interviews are done throughout the year.
- The ongoing Satellite Collar Project publishes periodic updates on the movement of the herd on the Taiga Web site. This can be viewed at <http://www.taiga.net/satellite/index.html>
- The Board distributes pamphlets, pins, pens, and t-shirts at community meetings, speaking engagements and public information events.
- One-page information sheets are used in PCMB displays and are distributed at meetings. In addition, they continue to be distributed to all user groups for free copying, display and distribution. There are topics to encourage specific ethical hunting practices such as responsible snow machine use, sparing the cow, and voluntarily avoiding hunting the bull during the rut. Other information sheets are:
 - Counting the Caribou
 - Hunting for Porcupine Caribou along the Dempster Highway
 - Aim for your best when Hunting Porcupine Caribou
 - Leave the Cows Alone
 - Posters describing co-management and the structure of the PCMB were developed and printed. These are used at meetings and other public outreach displays.

MANAGEMENT RESPONSIBILITY STATEMENT

The accompanying financial statements are the responsibility of management. The financial statements were prepared by management in accordance with Canadian generally accepted accounting principles and are considered by management to present fairly the financial position and results of operations.

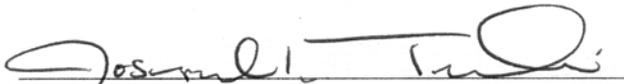
Management is responsible for implementing and maintaining a system of internal controls designed to provide reasonable assurance that the assets are safeguarded and that financial records are properly maintained to provide reliable information for the preparation of financial statements.

Management is responsible for ensuring that it fulfills its responsibilities for financial reporting and internal control. The financial statements were reviewed and approved by management.

M.McKay & Associates Ltd., an independent firm of Certified General Accountants, was engaged to examine the financial statements in accordance with Canadian auditing standards. Their report, stating the scope of their examination and opinion on the financial statements, follows.



Secretariat



Board member

July 10, 2012

INDEPENDENT AUDITORS' REPORT

To the Members of Porcupine Caribou Management Board,

We have audited the accompanying financial statements of Porcupine Caribou Management Board which include the statement of financial position as at March 31, 2012, statement of operations and surplus, and statement of cash flows, for the year then ended, and a summary of significant accounting policies and other explanatory information.

Management's responsibility for the financial statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with Canadian generally accepted accounting principles, and for such internal control as management determines is necessary to enable the preparation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditors' responsibility

Our responsibility is to express an opinion on these financial statements based on our audit. We conducted our audit in accordance with Canadian auditing standards. Those standards require that we comply with ethical requirements and plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement. An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditors' judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditors consider internal control relevant to the entity's preparation and fair presentation of the financial statements, in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Opinion

In our opinion, the financial statements present fairly, in all material respects, the financial position of Porcupine Caribou Management Board as at March 31, 2012, and its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.


M. McKay & Associates Ltd.
Certified General Accountants

**PORCUPINE CARIBOU MANAGEMENT BOARD
STATEMENT OF FINANCIAL POSITION
AS AT MARCH 31, 2012**

	<u>2012</u>	<u>2011</u>
ASSETS		
Current		
Cash	\$ 33,857	\$ 60,787
Contributions receivable	38,043	24,624
GST refundable	10,528	6,446
	82,428	91,857
Capital assets	8,784	6,831
	\$ 91,212	\$ 98,688

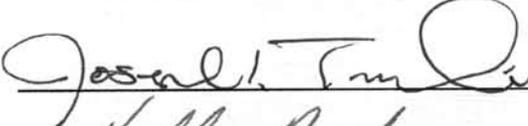
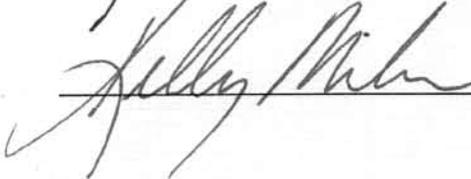
LIABILITIES

Current		
Accounts payable and accrued liabilities	\$ 4,620	\$ 4,620

UNRESTRICTED NET ASSETS

Investment in capital assets	8,784	6,831
Accumulated Surplus	77,808	87,237
	86,592	94,068
	\$ 91,212	\$ 98,688

APPROVED ON BEHALF OF THE BOARD:

 _____	Board member
 _____	Board member

**PORCUPINE CARIBOU MANAGEMENT BOARD
SCHEDULE OF REVENUE AND EXPENDITURE
FOR THE YEAR ENDED MARCH 31, 2012
HARVEST MANAGEMENT STRATEGY**

	<u>2012</u>	<u>2011</u>
REVENUE		
Government of the Northwest Territories	\$ -	\$ 14,000
Environment Canada	-	30,000
Government of Yukon		9,000
First Nation of Na-Cho Nyak Dun	-	4,900
Vuntut Gwitchin Government	-	5,000
Tr'ondëk Hwëch'in First Nation	-	1,500
	-	64,400
EXPENDITURE		
Administration	-	15,759
Honoraria	-	5,250
Consulting	-	61,825
Travel	-	6,776
Accomodations	-	5,187
Per diems	-	1,060
Meetings and workshops	-	2,381
Postage and freight	-	429
Supplies	-	1,262
Telephone	-	101
Printing and copying	-	9,020
Promotional materials	-	2,024
	-	111,074
(DEFICIENCY) OF REVENUE	\$ -	\$ (46,674)

**PORCUPINE CARIBOU MANAGEMENT BOARD
STATEMENT OF CASH FLOWS
FOR THE YEAR ENDED MARCH 31, 2012**

	<u>2012</u>	<u>2011</u>
OPERATING		
Contributions received	\$ 242,851	\$ 320,402
Paid to suppliers, contractors, honoraria	(267,828)	(387,062)
Cash contributed to operations	(24,977)	(66,660)
INVESTING		
Purchase of equipment	(1,953)	-
NET CASH FLOW	(26,930)	(66,660)
Cash, beginning of year	60,787	127,447
Cash, end of year	\$ 33,857	\$ 60,787

PORCUPINE CARIBOU MANAGEMENT BOARD
NOTES TO FINANCIAL STATEMENTS
MARCH 31, 2012

1. PURPOSE OF THE ORGANIZATION

Porcupine Caribou Management Board is a joint management board established under the Porcupine Caribou Management Agreement signed in 1985. The object of the board is to enhance the well-being of the Porcupine Caribou herd in Yukon and the Northwest Territories by studying the herd to determine its condition and to track migration and habits, holding workshops and seminars and publishing information to educate the public.

The board is a registered charity and is exempt from income taxation under S. 149 (1)(f) of the Income Tax Act.

2. SIGNIFICANT ACCOUNTING POLICIES

These financial statements were prepared in accordance with Canadian generally accepted accounting principles, using the following accounting policies.

- a) Contributions are reported using the deferral method. Restricted contributions are recognized as revenue in the year in which the related expenses are incurred. Unrestricted contributions are recognized as revenue when received or receivable if the amount to be received can be reasonably estimated and collection is reasonable assured.
- b) The costs of capital assets are expensed in the year of purchase. Capital assets are capitalized on the balance sheet, and the matching investment in capital assets is recorded. Amortization is not recorded.
- c) The preparation of financial statements in conformity with Canadian generally accepted accounting principles requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenditures during the reporting period. Actual amounts could differ from those reported.

3. FUTURE CHANGES IN ACCOUNTING STANDARDS

Starting with the subsequent fiscal year, the board must adopt the new accounting standards for not-for-profit organizations. Its current accounting policies substantially comply with the new standards, and it does not anticipate major changes in accounting policies on adopting the new standards.

**PORCUPINE CARIBOU MANAGEMENT BOARD
NOTES TO FINANCIAL STATEMENTS
MARCH 31, 2012**

4. FINANCIAL INSTRUMENTS

Financial instruments consist of cash, accounts receivable and accounts payable. Risks inherent in the use of financial instruments may include credit, currency, interest rate, other price, and liquidity risks.

The Board minimizes credit and currency risks by maintaining its bank account with a large established Canadian bank, and conducting all of its transactions in Canadian currency. Bank deposit accounts are subject to interest rate risk due to fluctuating interest rates paid. Interest rate risk on accounts receivable and accounts payable is limited by their short term nature. Other price risk is avoided by not holding financial instruments subject to market fluctuations. Liquidity risk is minimized by controlling expenses within available revenues, and maintaining sufficient cash reserves.

5. ECONOMIC DEPENDENCE

The Board is dependent upon government agencies for continued financial support.

6. CONTINGENCIES

Final determination of amounts receivable from, or refundable to, the funding agencies is contingent upon final reviews by the funding agencies.

7. COMPARATIVE AMOUNTS

Certain prior year comparative amounts were reclassified to conform to the current year's presentation.

**PORCUPINE CARIBOU MANAGEMENT BOARD
SCHEDULE OF REVENUE AND EXPENDITURE
FOR THE YEAR ENDED MARCH 31, 2012
ABORIGINAL AFFAIRS AND NORTHERN DEVELOPMENT CANADA AGREEMENT**

	<u>2012</u>	<u>2011</u>
REVENUE		
Aboriginal Affairs and Northern Development Canada	<u>\$ 55,056</u>	<u>\$ 55,056</u>
EXPENDITURE		
Core	13,950	13,950
Salaries	18,834	10,185
Contracts/web fees	5,000	5,000
Travel/honoraria	10,235	10,388
Administration	7,326	7,192
Public information	-	8,841
	<u>55,346</u>	<u>55,556</u>
(DEFICIENCY) OF REVENUE	<u>\$ (290)</u>	<u>\$ (500)</u>

**PORCUPINE CARIBOU MANAGEMENT BOARD
SCHEDULE OF REVENUE AND EXPENDITURE
FOR THE YEAR ENDED MARCH 31, 2012
GENERAL**

	<u>2012</u>	<u>2011</u>
REVENUE		
Parks Canada	\$ 30,050	\$ 30,050
Government of Yukon	75,000	75,000
Government of the Northwest Territories	79,632	78,000
Environment Canada	16,532	31,000
	201,214	214,050
 EXPENDITURE		
Advertising and promotion	1,561	2,454
Bookkeeping	2,510	2,834
Meeting expenses	3,400	9,583
Honoraria	47,547	48,021
Office and miscellaneous	23,483	30,636
Professional fees	1,408	1,328
Secretariat	55,734	55,884
Telephone and internet	2,131	3,148
Workshops	193	6,004
Travel and accomodation	44,128	47,896
Cumulative effects management	28,258	9,718
	210,353	217,506
 (DEFICIENCY) OF REVENUE	\$ (9,139)	\$ (3,456)

**PORCUPINE CARIBOU MANGEMENT BOARD
STATEMENT OF OPERATIONS AND SURPLUS
FOR THE YEAR ENDED MARCH 31, 2012**

	<u>2012</u>	<u>2011</u>
REVENUE		
Parks Canada	\$ 30,050	\$ 30,050
Government of Yukon	75,000	84,000
Government of the Northwest Territories	79,632	92,000
Aboriginal Affairs and Northern Development Canada	55,056	55,056
Environment Canada	16,532	61,000
First Nation of Na-Cho Nyak Dun	-	4,900
Tr'ondëk Hwëch'in First Nation	-	1,500
Vuntut Gwitchin Government	-	5,000
	<u>256,270</u>	<u>333,506</u>
EXPENDITURE		
Administration fees	55,734	55,884
Consultants	-	61,824
Cumulative effects management	28,258	9,718
Honoraria	68,160	73,040
Materials and supplies	22,546	43,805
Meetings, workshops and conferences	3,593	17,968
Administration	31,270	35,619
Professional fees	6,917	16,503
Telephone	2,708	4,778
Travel	46,513	64,997
	<u>265,699</u>	<u>384,136</u>
(DEFICIENCY) OF REVENUE	(9,429)	(50,630)
Accumulated surplus, beginning of year	<u>87,237</u>	<u>137,867</u>
Accumulated surplus, end of year	<u>\$ 77,808</u>	<u>\$ 87,237</u>

Appendix One

Porcupine Caribou Management Agreement

This agreement made on the 26 day of October, 1985 between:

THE GOVERNMENT OF CANADA, as represented by the Minister of Indian Affairs and Northern Development and the Minister of the Environment, (hereinafter referred to as "Canada"); - and -

GOVERNMENT OF YUKON, as represented by the Minister of Renewable Resources, (hereinafter referred to as "Yukon"); - and -

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of Renewable Resources, (hereinafter referred to as "GNWT"); - and -

THE COUNCIL FOR YUKON INDIANS, (hereinafter referred to as "CYI"); - and -

THE INUVIALUIT GAME COUNCIL, (hereinafter referred to as "IGC"); - and -

THE DENE NATION AND THE MÉTIS ASSOCIATION OF THE NORTHWEST TERRITORIES, (hereinafter referred to as the "Dene/Métis*").

WHEREAS the Porcupine Caribou Herd within Canada historically migrates across the boundary between Yukon and the Northwest Territories;

AND WHEREAS the continued well-being of the Porcupine Caribou Herd and the maintenance of its habitat require co-ordinated management, good will and co-operation between Governments and the traditional users of these caribou;

AND WHEREAS the parties hereto recognize the value of these caribou to Canada generally and that a special relationship exists between native users and these caribou.

NOW THEREFORE this Agreement Witnesseth that the Government parties hereto, under their respective authorities to enter into agreements of this kind, agree to act within their legislative authorities for the management of Porcupine Caribou and the protection and maintenance of Porcupine Caribou habitat, in a co-operative manner together with the other parties to this Agreement, to give effect to its terms as follows.

A. DEFINITIONS

In this Agreement:

1. **"Allowable harvest"** means that level of harvest of the Porcupine Caribou Herd in Canada as set pursuant to the terms of this Agreement.
2. **"Board"** means the Porcupine Caribou Management Board established herein.
3. **"Conservation"** means the management and use of Porcupine Caribou and its habitat which best ensures the long term productivity and usefulness of the Herd for present and future generations.
4. **"Habitat"** means the whole or any part of the biosphere upon which the Porcupine Caribou Herd depends, including all of the land, water and air that it inhabits, crosses or utilizes at any time.
5. **"Harvest"** means to shoot, kill, harm, capture, trap, or collect for any purpose, or to attempt to engage in such activities.
6. **"Management"** means the methods and procedures which are necessary to ensure the health and protection of the Porcupine Caribou Herd and the maintenance of its habitat, which may include but are not limited to the following activities associated with wildlife and land management: law enforcement, research, census-taking, monitoring, public information, education and functions provided for in this Agreement.
7. **"Minister(s)"** means the appropriate responsible Minister of the Government of Canada, Government of Yukon or Government of the Northwest Territories.
8. **"Native user"** means a person whose entitlement to the subsistence harvest of Porcupine Caribou has been recognized by a native user community and who is:
 - (a) an aboriginal person who is a traditional user of the Porcupine Caribou or the descendant of such a person; or
 - (b) an aboriginal person who is a current user of the Porcupine Caribou at the time of signing this Agreement and meets a reasonable residency requirement satisfactory to his native user community; or
 - (c) A Canadian aboriginal person who has not traditionally or currently harvested the Porcupine Caribou but meets a reasonable residency requirement satisfactory to the Board.
9. **"Native User Community"** means any one of the communities of Old Crow, Dawson, Mayo, Fort McPherson, Arctic Red River, Aklavik, Inuvik or Tuktoyaktuk and may also include such other new communities as may be determined through native user agreements in effect from time to time. The native users within these communities shall be represented by a Chief

and Council, a Hunters and Trappers association or other appropriate native leadership body, including those bodies defined through the comprehensive land claims process.

10. **"Parties"** means the parties to this Agreement and may include their successors or assigns, as defined through the comprehensive land claims process or otherwise.
11. **"Porcupine Caribou"** means members of that herd of barren ground caribou which regularly bears its young in north-eastern Alaska and north-western Yukon and historically moves southward within Alaska, Yukon and the Northwest Territories for the winter. Its Canadian range, the limits of which are defined within Yukon by current Yukon game management subzones, is generally depicted for Yukon and the Northwest Territories on the map attached as Appendix I to this Agreement.
12. **"Preferential Right"** means the right to harvest Porcupine Caribou for subsistence usage and to be allocated, subject to conservation and the terms of this Agreement, quantities of Porcupine Caribou sufficient to fulfill the native users requirements for subsistence usage before there is any allocation for other purposes, such right of allocation being provided for by the establishment, when necessary, of the allocation hereinafter referred to as the "native user allocation."

B. OBJECTIVES OF THE PARTIES

1. To co-operatively manage, as a herd, the Porcupine Caribou and its habitat within Canada so as to ensure the conservation of the Herd with a view to providing for the ongoing subsistence needs of native users;
2. To provide for participation of native users in Porcupine Caribou Herd management;
3. To recognize and protect certain priority harvesting rights in the Porcupine Caribou Herd for native users, while acknowledging that other users may also share the harvest;
4. To acknowledge the rights of native users as set out in this Agreement; and
5. To improve communications between Governments, native users and others with regard to the management of the Porcupine Caribou Herd within Canada.

C. ESTABLISHMENT OF THE PORCUPINE CARIBOU MANAGEMENT BOARD

1. The Government parties to this Agreement shall establish a Board, to be known as the Porcupine Caribou Management Board, to provide advice and recommendations to the Ministers.
 2. Subject to paragraph 3(f) of this Part:
 - (a) The Board will always include representation from each of the parties to this Agreement.
 - (b) The Board will always contain equal Government and native representation and equal representation of native users from Yukon and the Northwest Territories.
 3. Eight voting members shall be appointed within a reasonable time to the Board, as follows:
 - (a) Canada shall appoint one member to represent Canada;
 - (b) (i) Yukon shall appoint two members to represent Yukon;
 - (ii) CYI shall nominate two members to represent the native users of Old Crow, Dawson and Mayo;
 - (c) (i) GNWT shall appoint one member to represent GNWT;
 - (ii) The Dene/Métis* shall nominate one member to represent the Dene/Métis* native users or Aklavik, Inuvik, Fort McPherson and Arctic Red River;
 - (iii) IGC shall nominate one member to represent the Inuvialuit native users of Aklavik, Inuvik and Tuktoyaktuk;
 - (d) Upon receipt of notification from the parties, the Ministers shall confirm the nominations and appointments as required;
 - (e) The members of The Board shall be appointed for a term of five years, subject to the right of the parties to terminate the appointment of their respective appointees at any time and have Board members reappointed in accordance with the above terms of reference
 - (f) If, within a reasonable time, nominations or appointments are not made as provided for in this paragraph, the Board may discharge its responsibilities with those members who have been nominated or appointed.
4. (a) A majority of the members of the Board shall nominate from outside the membership of the Board a Yukon resident as the first Chairman and shall notify the Ministers accordingly;
- (b) The Board shall determine criteria for the nomination of subsequent Chairmen;

- (c) If agreement on nomination of a Chairman cannot be reached within a reasonable time, any party to this Agreement may refer the matter to a Judge of the Supreme Court of the Yukon Territory acting as an arbitrator under the provisions of the Arbitration Ordinance and if the Court shall not provide a Judge, then to an arbitrator under the provisions of the Arbitration Ordinance;
- (d) The majority of the members of the Board shall confirm the acceptability of the Chairman as nominated and shall notify the Ministers of its confirmation;
- (e) The Chairman shall have tenure for a term of five years and may, with the approval of the Board serve additional terms;
- (f) Upon receipt of notification from the Board, the Ministers shall confirm the appointment or dismissal of Chairmen as required.

D. DUTIES OF THE BOARD

1. The Board shall establish and maintain communication with the native users of the Porcupine Caribou, between the native users of the Porcupine Caribou, between native users and Governments, among Governments and with other users, in order to assist in co-ordinated management and conservation of Porcupine Caribou and its habitat.
2. The Board shall determine the actions that are necessary to achieve the objectives described herein and shall recommend them to the Minister.
3. The Board shall hold such public meetings as are reasonably necessary to report on and discuss with native users and others its findings and recommendations and, in any event, shall inform the native user communities in writing of the Board's recommendations to the Minister.
4. The Board shall review technical and scientific information relevant to the management of the Porcupine Caribou Herd and its habitat and may advise the Minister of its adequacy.
5. The Board shall encourage native users and other harvesters of Porcupine Caribou to participate in the collection of statistics and biological information.
6. The Board shall maintain a list of eligible native users for each native user community and up-to-date information on the suballocation of the native user allocation among communities all of which shall be made available to Governments for management purposes.

E. RECOMMENDATIONS OF THE BOARD

Without restricting the generality of Part D of this Agreement, the parties agree that the Board may do the following:

1. The Board may make recommendations to the Minister on any matter affecting the Porcupine Caribou and its habitat, including recommendations related to the making of policy, legislation and regulations regarding:
 - (a) management strategies for the Porcupine Caribou Herd;
 - (b) a herd management plan for the Porcupine Caribou Herd;
 - (c) guidelines for native users' participation in Porcupine Caribou Herd management plans;
 - (d) training required to enable native users to participate in the management or the Porcupine Caribou Herd and the conservation of its habitat;
 - (e) a predator management plan in respect of the Porcupine Caribou Herd, provided that no such plan shall be put into effect until the Minister has consulted with the Board;
2. The Board may also:
 - (a) review and recommend development of Porcupine Caribou research proposals;
 - (b) review available information and recommend further research where there appears to be a need;
 - (c) review and recommend methods of data collection and presentation;
 - (d) review the conservation and management of the Porcupine Caribou Herd and its habitat and make appropriate recommendations so as to ensure that productivity is maintained; and,
 - (e) recommend criteria according to which non-native subsistence users may qualify to share in the native user allocation from the Porcupine Caribou Herd, if the affected native user community approves.
3. (a) Because of the dependence of caribou on its habitat, the Board may make recommendations to other boards and agencies, as well as to the Minister, on land use planning and land management throughout the Canadian range of the Porcupine Caribou Herd or any portion of it. Recommendations of measures to ensure the conservation and protection of habitat shall include, but are not limited to, measures related to specific projects, plans or activities which may:
 - (i) impede, delay or disrupt Porcupine Caribou movements, affect

- behavioural patterns or reduce productivity;
- (ii) affect Porcupine Caribou habitat; or
- (iii) affect interactions between native users and Porcupine Caribou;
- (b) The Board may also identify sensitive habitat areas requiring special protection and recommend measures to protect such areas.

F. MINISTER'S RESPONSIBILITIES

1. The Minister shall consider the recommendations of the Board and report his decisions or comments in a timely manner. The Minister shall, within thirty days of receipt of recommendations, either provide the Chairman with his response or, where he is not able to respond fully, he shall so inform the Chairman and advise him when his full response will be provided. When advised by the Board that an emergency situation has arisen and that a decision on a recommendation is necessary forthwith, the Minister shall govern himself accordingly.
2. The Minister may consult with the Board on any matter related to the Porcupine Caribou and its habitat.
3. Recommendations of the Board shall be submitted in writing to the Minister.
4. If the Minister disagrees with a recommendation or any part thereof, he shall refer the matter back to the Board for reconsideration with due consideration for any time schedule imposed by any statutory or regulatory requirements.
5. Where, as the result of a matter being referred back to the Board recommendations are submitted, the Minister may accept or reject the recommendations in whole or in part.
6. Where the Minister rejects a recommendation in whole or in part, he shall provide the Board with reasons therefore.
7. Where it appears to the Minister that an emergency situation has arisen which affects the well being of the Porcupine Caribou or its habitat, and where time does not permit consultation with the Board, the Minister may take such action as is necessary before consulting with the Board.
8. Where emergency action has been taken pursuant to paragraph 7 above, the Minister shall forthwith inform the Chairman and solicit the continuing advice of the Board.

G. PROCEEDINGS OF THE BOARD

The Board shall establish and make known, from time to time, rules and procedures for its functioning, provided however, that:

- (a) thirty days' notice of meetings shall be given by mail, telephone, telegram or other appropriate means;
- (b) the Board shall establish its own quorum;
- (c) decisions of the Board shall be by consensus wherever possible, and shall always require a majority vote in favour, with each member having one vote;
- (d) the Board may decide that alternates be appointed to represent members when they are unable to attend Board meetings and shall establish the terms and conditions of the appointments. If it is decided that alternates are necessary, the parties shall each appoint alternates forthwith according to the terms provided for the appointment of Board members in Part C of this Agreement;
- (e) the Chairman shall, in the event of a deadlock or tie vote, be responsible for resolving the disagreement of the Board and shall, where necessary, cast the deciding vote on any issue which cannot otherwise be resolved;
- (f) the Board shall hold formal meetings at least twice yearly unless it decides otherwise;
- (g) the Board shall keep summary minutes and records of all its meetings and circulate them to its members;
- (h) the Board may establish and instruct such committees as it deems necessary to carry out its functions.

H. BOARD SECRETARIAT

There shall be a secretariat to administer the operations of the Board which shall be responsible to the Board under the direction of the Chairman. The secretariat shall receive and distribute information, prepare and circulate minutes of Board meetings and perform such other functions as the Board requires.

I. FINANCES

1. Subject to the terms and conditions of this Agreement and to funds being appropriated by legislative authority on an annual basis the Government

shall fund reasonable costs of the Board and Secretariat in equal portions and in such amounts as agreed annually, to ensure the Board and Secretariat functioning in a manner herein stated.

2. For further clarity, particular expenditures of the Board which are to be shared by the funding parties may include:

- (a) any salary or honorarium, and all travel, accommodation and related expenses incurred while working on Board activities, paid to the Chairman, provided that same is in accordance with Treasury Board guidelines;
- (b) the production of an annual report and its distribution;
- (c) a modest technical review capability in respect of primary research conducted by Governments and other sources;
- (d) the production of information or educational material, such as newsletters; and
- (e) such other costs as the funding parties may agree upon.

3. The Government parties shall be responsible for any salary or honorarium, and all travel, accommodation and related expenses of their Board members. In addition, Yukon shall be responsible for these expenses related to the participation of the Board members for CYI and GNWT shall be responsible for these expenses related to the participation of the Board members for IGC and the Dene/Métis.

4. The Board shall prepare and submit annual budgets for all expenditures under its control to the appropriate Government parties and shall be accountable for the expenditures of the Board and secretariat.

5. The Board shall account annually for all monies received and disbursed by the Board and secretariat and records of this accounting shall be made available to any of the parties to this Agreement for inspection upon thirty days written notice to the Chairman.

J. ALLOCATIONS OF ANNUAL ALLOWABLE HARVEST IN CANADA

1. Any of the parties to this Agreement may provide the Board with information that will, in the opinion of the submitting party, assist the Board in determining its recommendation of the annual allowable harvest from the Porcupine Caribou Herd.

2. (a) After the Board has considered all relevant information, the Chairman shall submit its report to the Ministers to facilitate the enactment of any necessary regulations.

(b) The report of the Board may include, but is not restricted to, recommendations related to the following:

- (i) annual allowable harvest;
- (ii) categories and priorities of harvest allocations;
- (iii) methods of harvest;
- (iv) areas of harvest;
- (v) means of access;
- (vi) seasons;
- (vii) age and sex of Porcupine Caribou to be harvested; and
- (viii) research study requirements related to the harvest.

(c) In determining the native user allocation the Board shall take into account, among other things, the following criteria:

- (i) food and clothing requirements of the native users;
- (ii) usage patterns and levels of harvest by the native users;
- (iii) ability of caribou and other wildlife populations to meet the subsistence requirements of the native users; and
- (iv) projections of changes in caribou populations.

(d) The Board may also include in its report the appropriate principles, considerations and procedures that should be used in order to calculate a total annual allowable harvest and its allocations, and more generally to define the conservation limit for the harvest of the Porcupine Caribou Herd.

(e) If the Porcupine Caribou Herd is healthy and of sufficient numbers to satisfy all reasonable completing needs, the Board may recommend that the setting of an annual allowable harvest is not required.

3. The territorial Governments shall, upon taking into consideration the recommendations of the Board and consistent with the preferential right of native users to harvest:

- (a) establish the total annual allowable harvest of Porcupine Caribou in Canada; and
- (b) determine the allocation of the annual allowable harvest in Canada for native users, taking into account the criteria set forth in paragraph 2(c) of this part and the reservation of two hundred and fifty (250) Porcupine Caribou

referred to in paragraph 4 below.

4. Taking into consideration the interests of other users, the territorial Government shall allocate as they see fit from that portion of the annual allowable harvest not allocated under paragraph 3(b) of this Part, which shall consist of no fewer than two hundred and fifty (250) Porcupine Caribou, and shall regulate harvesting pursuant to their respective legislative authorities.

5. (a) The native users shall sub-allocate native user allocation among themselves on a community basis.

(b) The details of the sub-allocation shall be provided to the Board annually by CYI, IGC, and the Dene/Métis* on behalf of the native user communities represented by them respectively so that the necessary information will be available for management purposes.

(c) The respective hunting areas for native user communities are identified on the map attached as Appendix II to this Agreement.

(d) When access to its community hunting area has been granted by a native user community to a native user or users from another community, notice in a form acceptable to the appropriate Governments shall be provided.

6. Where a sub-allocation of Porcupine Caribou is made to the native users of Dawson and Mayo, the Yukon Wildlife Management Board (that is referred to in the Yukon Indian Agreement-in-Principle) and Yukon shall be so informed by the Board.

7. The parties recognize the respective responsibilities of the Yukon Wildlife Management Board for all wildlife south of 65°30' in Yukon and of the Porcupine Caribou Management Board as set out in this Agreement. Therefore, in territorial game management subzones or parts thereof, where the Hart River and Wernecke Caribou or other herds in Yukon mix with the Porcupine Caribou, Yukon may, on the advice of and in consultation with the appropriate board(s), take the necessary measures to protect these herds that mix with the Porcupine Caribou Herd for such periods of time as are required.

8. The parties recognize the special dependence of all native users on the Porcupine Caribou and in particular, the unique dependence of the native users of Old Crow on the Porcupine Caribou.

K. THE RIGHTS OF NATIVE USERS

1. The rights of native users as set out in this Agreement are subject to laws of general application with regard to conservation and public safety.

2. Subject to the terms of this Agreement, native users shall have a preferential right to harvest Porcupine Caribou.

3. Native users shall have the right to harvest Porcupine Caribou without being required to pay fees or obtain licenses, permits or tags except that licenses, permits or tags may be required for conservation and management purposes. In such circumstances any such licenses, permits and tags will be issued locally and without cost.

4. The Government parties to this Agreement shall use their best efforts to enact any laws and regulations to allow native users the right to transport lawfully harvested Porcupine Caribou across any jurisdictional boundary within the Canadian range of the herd.

5. Native users shall have the right to employ traditional and current methods to harvest the Porcupine Caribou and the right to both possess and use all equipment reasonably necessary to exercise that right.

6. The development of lists of eligible native users shall be made in each native user community with the assistance of the appropriate native leadership body. These lists shall be provided to the Board annually by CYI, IGC and the Dene/Métis* on behalf of the native user communities and shall be updated as required.

7. Notwithstanding paragraph 3 of this Part, native users may be required for conservation and management purposes to show evidence that they are native users.

L. COMMERCIAL HARVEST

1. There shall be no commercial harvest of Porcupine Caribou in Canada.

2. Notwithstanding paragraph 1 above, native users may:

(a) barter or trade with other native users for caribou meat; and

(b) subject to paragraphs 2(c) and 2(d) of this Part, sell caribou meat to other native users who are unable to hunt by virtue of age, illness or other disadvantages or where there is an emergency situation when access for the hunting of caribou is not feasible for a native user community, provided that the money received for the sale does not exceed the reasonable expenses incurred.

(c) The Board shall establish guidelines from time to time on:

- (i) the circumstances that qualify a native user as being disadvantaged, for example when a family does not have a provider;

- (ii) categories of costs which may be considered reasonable expenses;
 - (iii) the circumstances that would create an emergency situation when access for the hunting of caribou is not feasible for a native user community.
- (d) The Board shall establish procedures for the expeditious consideration of individual situations contemplated by paragraph 2(b) of this Part which do not fall within the guidelines established pursuant to paragraph 2(c) above.
3. Native users shall be permitted to sell the non-edible parts of legally harvested Porcupine Caribou.
4. This part does not apply to commercial guiding or outfitting activities.

M. INFORMATION

1. All parties to this Agreement agree to use their best efforts to provide the Board with all available information requested by it that is necessary to carry out its functions.
2. The Board may advise the parties on the adequacy of information provided to it by native users and others.
3. Subject to paragraph 4 of this Part, the Board shall provide available information upon request and may distribute its reports and recommendations to the public.
4. The Board will respect the confidentiality of such information provided to it on a confidential basis.

N. GENERAL

1. The parties hereto shall jointly and severally indemnify and save harmless the Board and the individual members thereof, against any and all liability, loss, damage, cost or expenses, which the Board, or its individual members jointly or severally incur, suffer or are required to pay as a consequence of any contract or other obligation lawfully undertaken in accordance with the terms of this Agreement.
2. All public reports, summaries or other documentation prepared or otherwise completed by the Board shall become the joint property of all parties hereto and any and all income derived therefrom shall be jointly shared among the parties in proportion to the expenditures incurred by each party generating such income.
3. The parties hereto agree to be bound by this Agreement, notwithstanding subsection 14(2) of the Northwest Territories Act, R.S.C. 1970, and subsection 17(3) of the Yukon Act, R.S.C. 1970.
4. The Government parties to this Agreement will attempt to enact any laws and regulations that may affect the Porcupine Caribou Herd and its habitat in a manner consistent with this Agreement.
5. This Agreement may be amended following unanimous approval in writing by the parties hereto, and the Government parties agree to attempt to secure passage of any necessary legislation.
6. Those parties to this Agreement which are negotiating parties in comprehensive land claims shall act as soon as possible following the signing of this Agreement to incorporate this entire Agreement by reference, by means of sub-agreement or interim agreement, into the completed or ongoing Yukon Indian, Inuvialuit and Dene/Métis* comprehensive land claims respectively. If any consequential amendments to existing sub-agreements, interim agreements or overall agreements are required as a result of the signing of this Agreement, they shall be made no later than the time of incorporation by reference referred to herein.
7. It is the intention of the parties to this Agreement that its provisions not be used to interpret or derogate from the provisions of any comprehensive land claims settlement and that the provisions of any comprehensive land claims settlement not be used to interpret the provisions of this Agreement.
8. In recognition of the fact that the Porcupine Caribou Herd is an international resource with a substantial part of its habitat in Alaska, the parties agree that it is desirable to negotiate a Porcupine Caribou bilateral agreement following the completion of this Agreement. In recognition of the fact that the provisions of a bilateral agreement might involve aboriginal and treaty rights within the meaning of the Constitution Act, 1982, as well as the Legislative and management responsibilities of the territorial Governments and the Porcupine Caribou Management Board in its role, Canada agrees to consult with the other parties to this Agreement prior to and during the course of any such bilateral agreement negotiations.
9. For greater certainty, and pending compliance with paragraph 6 of this Part, as well as final settlement of the Yukon Indian, Inuvialuit and Dene/Métis* comprehensive land claims, it is intended that this Agreement shall come into full force and effect upon signature by the parties and that the Board shall carry out its functions in accordance with the terms of this Agreement.

Appendix Two

Agreement Between the Government of Canada and the Government of the United States of America on the Conservation of the Porcupine Caribou Herd

Ottawa, July 17, 1987

In force, July 17, 1987

The Government of Canada and the Government of the United States of America, hereinafter called the "Parties":

Recognizing that the Porcupine Caribou Herd regularly migrates across the international boundary between Canada and the United States of America and that caribou in their large free-roaming herds comprise a unique and irreplaceable natural resource of great value which each generation should maintain and make use of so as to conserve them for future generations;

Acknowledging that there are various human uses of caribou and that for generations certain people of Yukon Territory and the Northwest Territories in Canada have customarily and traditionally harvested Porcupine Caribou to meet their nutritional, cultural and other essential needs and will continue to do so in the future, and that certain rural residents of the State of Alaska in the United States of America have harvested Porcupine Caribou for customary and traditional uses and will continue to do so in the future, and that these people should participate in the conservation of the Porcupine Caribou Herd and its habitat;

Recognizing the importance of conserving the habitat of the Porcupine Caribou herd, including such areas as calving, post-calving, migration, wintering and insect relief habitat;

Understanding that the conservation of the Porcupine Caribou Herd and its habitat requires goodwill among landowners, wildlife managers, users of the caribou and other users of the area;

Recognizing that the Porcupine Caribou Herd should be conserved according to ecological principles and that actions for the conservation of the Porcupine Caribou Herd that result in the long-term detriment of other indigenous species of wild fauna and flora should be avoided;

Recognizing that co-operation and co-ordination under the Agreement should not alter domestic authorities regarding management of the Porcupine Caribou Herd and its habitat and should be implemented by existing rather than new management structures;

Have agreed as follows:

1. DEFINITIONS

For the purpose of this Agreement only:

a. "**Porcupine Caribou Herd**" means those migratory barren ground caribou found north of 64 degrees, 30' north latitude and north of the Yukon River which usually share common and traditional calving and post-calving aggregation grounds between the Canning River in the State of Alaska and the Babbage River in Yukon Territory and which historically migrate within the State of Alaska, Yukon Territory, and the Northwest Territories.

b. "Conservation" means the management and use of the Porcupine Caribou Herd and its habitat utilizing methods and procedures which ensure the long term productivity and usefulness of the Porcupine Caribou Herd. Such methods and procedures include, but are not limited to, activities associated with scientific resources management such as research, law enforcement, census taking, habitat maintenance, monitoring and public information and education.

c. "Habitat" means the whole or any part of the ecosystem, including summer, winter and migration range, used by the Porcupine Caribou Herd during the course of its long-term movement patterns, as generally outlined on the map attached as an Annex.

2. OBJECTIVES

The objectives of the Parties are:

a. To conserve the Porcupine Caribou Herd and its habitat through international co-operation and coordination so that the risk of irreversible damage or long-term adverse effects as a result of use of caribou or their habitat is minimized;

b. To ensure opportunities for customary and traditional uses of the Porcupine Caribou Herd by:

- (l) in Alaska, rural Alaska residents in accordance with 16 U.S.C. 3113 and 3114, AS 16.05.940(23), (28) and (32), and AS 16.05.258(c); and
- (2) in Yukon and the Northwest Territories, Native users as defined by sections A8 and A9 of the Porcupine Caribou Management Agreement (signed on October 26, 1985) and those other users identified pursuant to the process described in section E2(e) of the said Agreement;
- c. To enable users of Porcupine Caribou to participate in the international co-ordination of the conservation of the Porcupine Caribou Herd and its habitat;
- d. To encourage co-operation and communication among governments, users of Porcupine Caribou and others to achieve these objectives.

3. CONSERVATION

- a. The Parties will take appropriate action to conserve the Porcupine Caribou Herd and its habitat.
- b. The Parties will ensure that the Porcupine Caribou Herd, its habitat and the interests of users of Porcupine Caribou are given effective consideration in evaluating proposed activities within the range of the Herd.
- c. Activities requiring a Party's approval having a potential impact on the conservation of the Porcupine Caribou Herd or its habitat will be subject to impact assessment and review consistent with domestic laws, regulations and processes.
- d. Where an activity in one country is determined to be likely to cause significant long-term adverse impact on the Porcupine Caribou Herd or its habitat, the other Party will be notified and given an opportunity to consult prior to final decision.
- e. Activities requiring a Party's approval having a potential significant impact on the conservation or use of the Porcupine Caribou Herd or its habitat may require mitigation.
- f. The Parties should avoid or minimize activities that would significantly disrupt migration or other important behavior patterns of the Porcupine Caribou Herd or that would otherwise lessen the ability of users of Porcupine Caribou to use the Herd.
- g. When evaluating the environmental consequences of a proposed activity, the Parties will consider and analyse potential impacts, including cumulative impacts, to the Porcupine Caribou Herd, its habitat and affected users of Porcupine Caribou.
- h. The Parties will prohibit the commercial sale of meat from the Porcupine Caribou Herd.

4. INTERNATIONAL PORCUPINE CARIBOU BOARD

- a. The Parties will establish an advisory Board to be known as the International Porcupine Caribou Board, hereinafter called the Board.
- b. The Parties will each appoint four members of the Board within a reasonable period following the entry into force of the present Agreement.
- c. The Board will:
 - (1) adopt rules and procedures for its operation, including those related to the chairmanship of the Board; and
 - (2) give advice or make recommendations to the Parties, subject to concurrence by a majority of each party's appointees.
- d. The Board, seeking, where appropriate, information available from management agencies, local communities, users of Porcupine Caribou, scientific and other interests, will make recommendations and provide advice on those aspects of the conservation of the Porcupine Caribou Herd and its habitat that require international co-ordination, including but not limited to the following:
 - (1) the sharing of information and consideration of actions to further the objectives of this Agreement at the international level;
 - (2) the actions that are necessary or advisable to conserve the Porcupine Caribou Herd and its habitat;
 - (3) co-operative conservation planning for the Porcupine Caribou Herd throughout its range;
 - (4) when advisable to conserve the Porcupine Caribou Herd, recommendations on overall harvest and appropriate harvest limits for each of Canada and the United States of America taking into account the Board's review of available data, patterns of customary and traditional users and other factors the Board deems appropriate;
 - (5) the identification of sensitive habitat deserving special consideration; and
 - (6) recommendations, where necessary, through the Parties as required, to other boards and agencies in Canada and the United States of America on matters affecting the Porcupine Caribou Herd or its habitat.
- e. It is understood that the advice and recommendations of the Board are

not binding on the Parties; however, by virtue of this Agreement, it has been accepted that the parties will support and participate in the operation of the Board. In particular they will:

- (1) provide the Board with the information regarding the conservation and use of the Porcupine Caribou Herd and its habitat;
- (2) promptly notify the Board of proposed activities that could significantly affect the conservation of the Porcupine Caribou Herd or its habitat and provide an opportunity to the Board to make recommendations;
- (3) consider the advice and respond to the recommendations of the Board; and
- (4) provide written reasons for the rejection in whole or in part of conservation recommendations made by the Board.

5. INTERNATIONAL RESPONSIBILITY

The Parties will consult promptly to consider appropriate action in the event of:

- a. significant damage to the Porcupine Caribou Herd or its habitat for which there is responsibility, if any, under international law; or
- b. significant disruption of migration or other important behavior patterns of the Porcupine Caribou Herd that would significantly lessen the ability of users of Porcupine Caribou to use the Herd.

6. IMPLEMENTATION

Co-operation and co-ordination under and other implementation of this Agreement shall be consistent with the laws, regulations and other national policies of the Parties and is subject to the availability of funding.

7. INTERPRETATION AND APPLICATION

All questions related to the interpretation or application of the Agreement will be settled by consultation between the Parties.

8. ENTRY INTO FORCE; AMENDMENTS

- a. This agreement which is authentic in English and French shall enter into force on signature and shall remain in force until terminated by either Party upon twelve months' written notice to the other.
- b. At the request of either Party, consultations will be held with a view to convening a meeting of the representatives of the Parties to amend this Agreement.

Appendix Three Plan for the International Conservation of the Porcupine Caribou Herd

1. BACKGROUND

A. The Porcupine Caribou Herd

The Porcupine Caribou Herd is a population of barren-ground caribou that ranges across two Canadian Territories and the State of Alaska. The herd is of major economic and cultural importance to a number of Alaskan and Canadian communities located on or near its range. The herd is also of great public interest and used by non-local people. Porcupine caribou are a key component of the Arctic National Wildlife Refuge in Alaska and Ivavik National Park in the Yukon.

B. The International Conservation Agreement

Conservation of the Porcupine caribou herd can only be effective through coordination among the various political jurisdictions responsible for its management. In 1987, the Agreement between the Government of Canada and the Government of the United States of America on the conservation of the Porcupine caribou herd (Agreement) was signed by which both countries agreed to cooperate on fundamental requirements to conserve the herd.

C. The International Porcupine Caribou Board

The Agreement provided for the formation of an International Porcupine Caribou Board (IPCB). The Agreement established the IPCB's role as one of facilitating coordination, communication, and cooperation between the Parties, and to provide advice and recommendations to the Parties. The IPCB's purpose is to further the objectives of the Agreement and to conserve the Porcupine caribou herd and its habitat.

Clause 4(d)3 of the Agreement empowers the IPCB to make recommendations on "cooperative conservation planning for the Porcupine caribou herd throughout its range."

2. THE CONCEPT OF AN INTERNATIONAL CONSERVATION

PLAN

A. Purpose

The International Conservation Plan (Plan) focuses on identifying and coordinating aspects of Porcupine caribou management that require international cooperation. The Plan outlines IPCB consensus on what areas require coordination, and a mechanism to monitor the Parties support of the Agreement.

B. Operation

The Plan is based upon the four principle objectives of the Agreement. Under each of these objectives, the Plan identifies areas requiring international cooperation and recommends what such cooperation should entail.

For each of the cooperative initiatives, the Plan proceeds to describe the IPCB's role and actions. In most cases, the actions consist of recommendations from the IPCB to the Parties, and often request responses from the Parties. The responses will be used by the IPCB for monitoring support of the Agreement by the Parties and for informing the public.

Above all, the Plan has been designed as a functional document. Thus, all IPCB actions are specific rather than general and recommend a product or undertaking that can be reviewed by the IPCB. It is intended that the Plan be phased in over several years to ultimately establish an operating mechanism composed mainly of background reports and annual updates through which implementation of the Agreement can be guided and assessed.

This Plan may be revised and updated by the IPCB as needed to address changing conditions of the herd, new conservation issues related to the herd or user concerns. Throughout the Plan, the terms conserve or conservation have the meaning as defined in Clause 1.c., of the Agreement (1987).

3. PLAN OBJECTIVES, IPCB ROLES AND ACTIONS

Objective A

To conserve the Porcupine caribou herd and its habitat through international cooperation and coordination so that the risk of irreversible damage or long-term adverse effects as a result of use of caribou or their habitat is minimized.

1. Herd Status

To cooperate in monitoring the status of the Porcupine caribou herd, including population characteristics, health and physical condition, and contaminants.

IPCB Role:

To advise on and recommend programs for monitoring herd status. (Clauses 4(d) and 4(e) of the Agreement)

IPCB Actions:

- Recommend a joint technical committee be formed to coordinate and report on research and monitoring of the Porcupine caribou herd.
- Recommend an annual herd status statement be prepared by the Parties for the IPCB.

2. Harvest

To collect and share harvest data and to mutually determine harvest limits.

Harvest Data

IPCB Role:

To advise on and recommend actions for the collecting and sharing of harvest data. (Clause 4(d)1 of the Agreement)

IPCB Actions:

- Recommend the management agencies, in consultation with users, prepare a report on the methods that have been used to collect harvest data and evaluate their relative reliability.
- Recommend the Parties report annual harvests and data collection methods to the IPCB for inclusion in its reports.

Harvest Limits

IPCB Role:

To advise on and recommend overall harvest and harvest limits for each country. (Clause 4(d)4 of the Agreement)

IPCB Actions:

Recommend the management agencies, in consultation with users, jointly prepare guidelines for when harvest limits will be considered.

3. Habitat

To: a) take appropriate action to conserve the herd's habitat; b) ensure the herd's habitat is given effective consideration in evaluating proposed activities; c) notify and consult where an activity is likely to cause a significant impact; d) avoid or minimize activities that would significantly disrupt migration or other important behavior patterns of the herd.

IPCB Role:

To advise on and recommend actions for monitoring and conserving the habitat of the herd. (Clauses 4 (d) and 4 (e) of the Agreement)

IPCB Actions:

- Recommend the management agencies monitor habitat quality and land use throughout the range of the herd and report their findings to the IPCB.
- Recommend the management agencies submit to the IPCB a summary of proposed activities which may significantly affect the herd's habitat and update the summary in a timely manner.
- Review, and comment, if proposed activities have been subjected to appropriate impact-assessment and review, and have adequately considered cumulative impacts and mitigation.

4. Sensitive Habitat

To identify sensitive habitats deserving special consideration for the Porcupine caribou herd and to conserve such habitats.

IPCB Role:

To identify, advise on and recommend actions to conserve sensitive habitats for the Porcupine caribou herd. (Clause 4.d.5 of the Agreement)

IPCB Actions:

- Prepare, in consultation with users, a report identifying sensitive habitats and current management regimes, and report to management agencies.
- Recommend each management agency, in consultation with users, review for adequacy their management regimes on sensitive habitats and update the IPCB when required.

Objective B

To ensure opportunities for customary and traditional uses of the Porcupine caribou herd.

IPCB Role:

To advise on and recommend ways of ensuring opportunities for customary and traditional uses of the herd. (Clauses 3(b); 3(f); 3(g); 4(d)4 of the Agreement)

IPCB Actions:

- Recommend the management agencies, in consultation with users, prepare a report describing the customary and traditional uses of the Porcupine caribou herd.
- Recommend each management agency provide statements on laws, regulations and policies affecting the customary and traditional uses of Porcupine caribou.
- Review, and comment, if proposed activities have adequately considered the interests of users of Porcupine caribou.

Objective C

To enable users of Porcupine caribou to participate in the international coordination of the conservation of the Porcupine caribou herd and its habitat.

IPCB Role:

To advise on and recommend ways to enable user participation in the international coordination of Porcupine caribou conservation. (Clause 2(c) of the Agreement)

IPCB Actions:

- Recommend each Party ensure user representation on, and in the activities of, the IPCB.

Objective D

To encourage cooperation and communication among governments, users of Porcupine caribou, and others to achieve the objectives of the Agreement.

IPCB Role:

To advise on and recommend ways to encourage, and to facilitate, communication among governments, users and others. (Clause 2(d) of the Agreement)

IPCB Actions:

- Recommend each management agency report to the IPCB the content and methods of communications undertaken each year concerning the conservation of the Porcupine caribou herd.
- Recommend means for management agencies to achieve effective communication with users.
- Summarize and report on the status and conservation of the Porcupine caribou herd as appropriate.
- Provide summaries of all IPCB meetings and activities to the public.



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