



# Porcupine Caribou Management Board

2008-09 ANNUAL REPORT



# Porcupine Caribou Management Board

2008-09 ANNUAL REPORT

## Chair's Message

Once again, I would like to thank all the members of the Porcupine Caribou Management Board for their hard work over the past year. As a co-management board, the PCMB's most important feature is the work that the Board members do to bring forward ideas and concerns from their communities and their governments. By sharing the thoughts of all stakeholder groups and working together, the PCMB has the best opportunity to make effective decisions in finding ways to protect the herd and the habitat. In this way, we are protecting caribou traditions by ensuring there are plenty of caribou for hunters in the future generations.

The Harvest Management Strategy has been proceeding well. All stakeholders in the Canadian portion of the herd's range are participating and working very hard. The Board appreciates the continued work the Working Group is putting toward developing a draft Harvest Management Plan for the Board, based on community input and direction from the Parties they represent. In the near future, the Board anticipates the Working Group forwarding a draft Harvest

Management Plan for the Board's consideration and recommendation to the Parties to the *Porcupine Caribou Management Agreement*.

As always, working to protect the caribou and its habitat is deeply rewarding. It is also challenging to balance the needs and perspectives of all the stakeholders. This challenge is part of what can make this work so rewarding. It is gratifying to see so many groups come together to work for a common goal: to ensure there will be plenty of caribou around for future generations to continue our caribou hunting traditions.

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](http://www.taiga.net/pcmb) to access current information about the herd and the Board's work.

Mahsi cho,



Joe Tetlich  
Chair



Joe Tetlich  
Old Crow - Chair

## Contents

2	<b>Chair's Message</b>
3	<b>Contents</b>
4	<b>Board Members</b>
5	<b>Co-management</b>
6	<b>Migratory Range</b>
7	<b>Scientific Study of Porcupine Caribou Herd</b>
7	Winter Distribution
7	Calving and Survival Survey
7	Herd Size Estimates
7	Captures and Collaring
8	Late Winter Composition Count
8	Dempster Snow Stations
8	Satellite Collar Project
9	<b>Herd Size</b>
10	<b>Harvest Data and Herd Use</b>
11	<b>STEP Student</b>
11	<b>Cumulative Effects Project</b>
12	<b>Harvest Management Strategy</b>
12	<b>Circum-Arctic Rangifer Monitoring and Assessment (CARMA) Network</b>
13	<b>2008-09 Board Meetings</b>
13	<b>PCMB Representations in Meetings</b>
14	<b>2008-09 Communication Highlights</b>
15	<b>Auditor's Report</b>
16	Balance Sheet
17	Statement of Surplus
17	Statement of Cash Flows
18	Notes to the Financial Statement
19	General Statement of Revenue and Expenses
20	"1002" Intervention Statement of Revenue and Expenses
21	Harvest Management Statement of Revenue and Expenses
21	Dempster Dust Project Statement of Revenue and Expenses
22	<b>Appendix One:</b> Plan for the International Conservation of the Porcupine Caribou Herd
23	<b>Appendix Two:</b> Porcupine Caribou Management Agreement
27	<b>Appendix Three:</b> Agreement Between the Government of Canada and the Government of the United States of America on the Conservation of the Porcupine Caribou Herd





## 2008-09 Board Members



**Joe Tetlich**  
Old Crow - Chair



**Deana Lemke**  
Whitehorse - Secretariat



**Steven Taylor**  
Dawson City - member  
Tr'ondëk Hwëch'in



**Roberta Joseph**  
Dawson City - alternate  
Tr'ondëk Hwëch'in



**Doug Larsen**  
Whitehorse - member  
Government of Yukon



**Dorothy Cooley**  
Dawson City - alternate  
Government of Yukon



**Fredrick (Sonny) Blake**  
Tsiigehtchic - member  
Gwich'in Tribal Council



**Liz Wright**  
Fort McPherson - alternate  
Gwich'in Tribal Council



**Ian McDonald**  
Inuvik - member  
Government of Canada



**Vacant**  
alternate  
Government of Canada



**Lorraine Peter**  
Old Crow - member  
Vuntut Gwitch'in First Nation



**Georgie Moses**  
Old Crow - alternate  
Vuntut Gwitch'in First Nation



**Marsha Branigan**  
Inuvik - member  
Government of NWT



**Ron Morrison**  
Inuvik - alternate  
Government of NWT



**Steven Buyck**  
Mayo - member  
First Nation of Na Cho Nyäk Dun



**Vacant**  
alternate  
First Nation of Na Cho Nyäk Dun



**Billy Archie**  
Aklavik - member  
Inuvialuit Game Council



**Chuck Gruben**  
Tuktoyaktuk - alternate  
Inuvialuit Game Council

## Co-management

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 first 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 of Yukon First Nations, and this body appoints a member for the Vuntut Gwitch'in First Nation and a member for Na Cho Nyäk Dun. A member of the Gwich'in Tribal Council sits in place of the Dene/Métis representative. With Government of Yukon's agreement, Tr'ondëk Hwëch'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.

*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. Because the herd's population is declining 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.

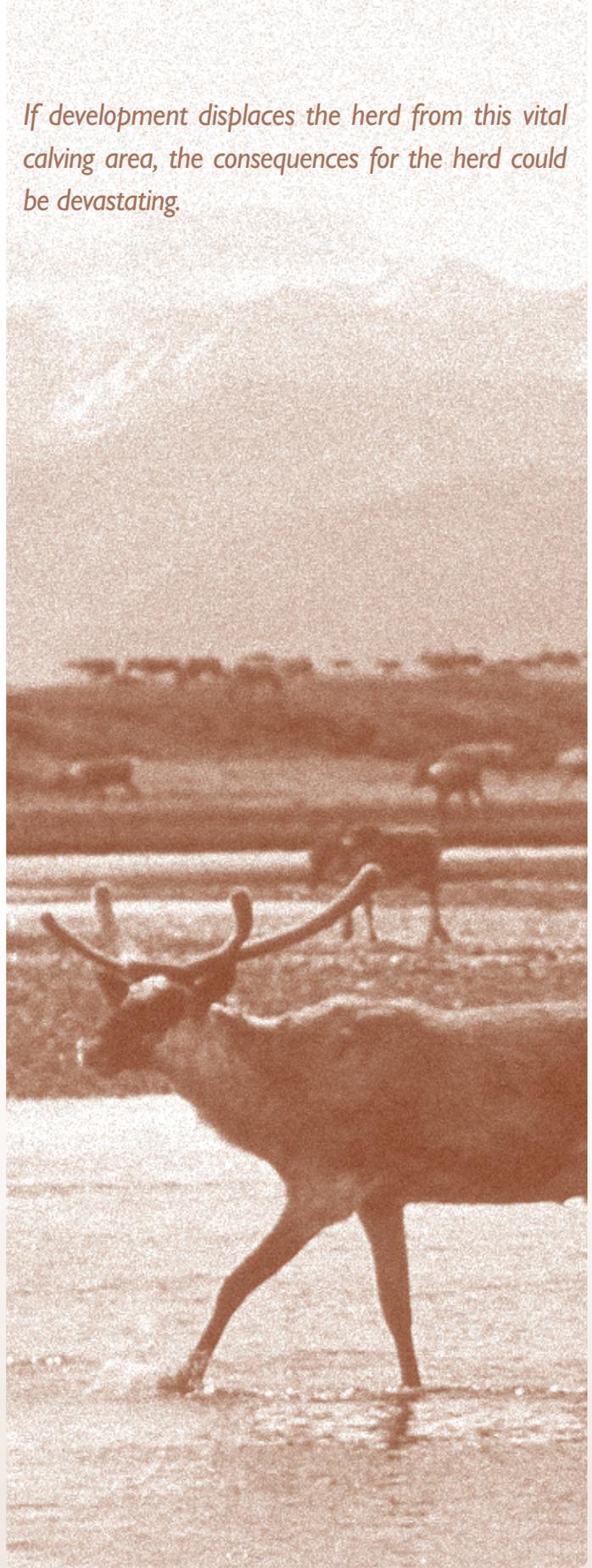
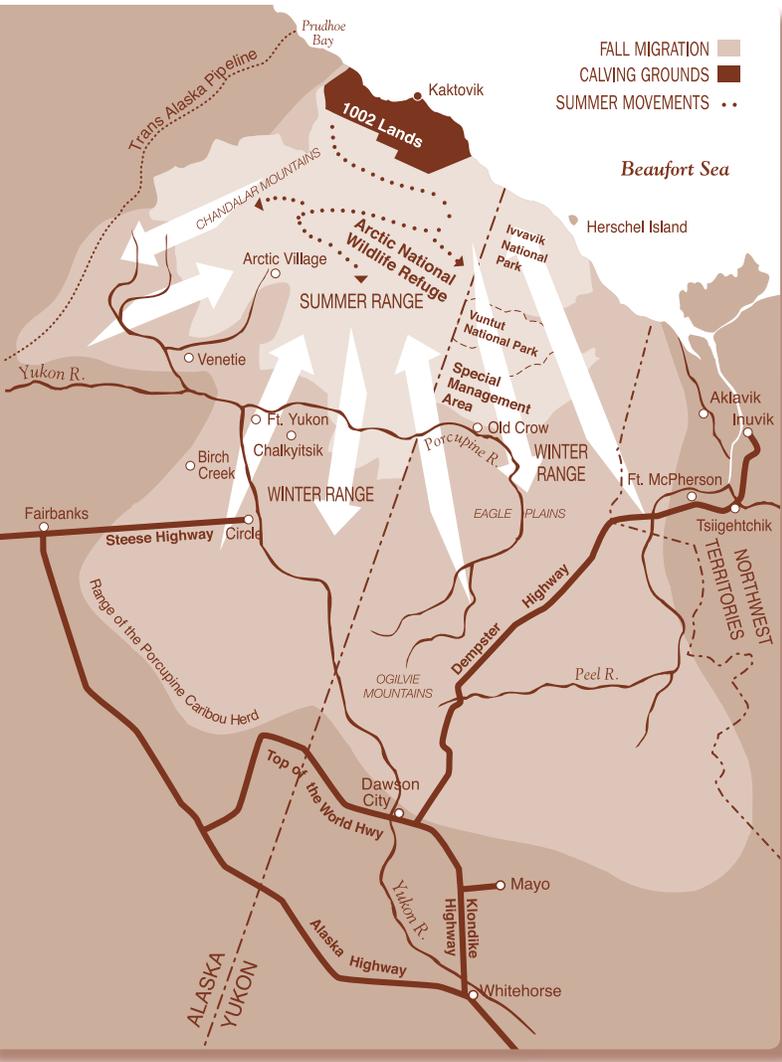
Traditional knowledge as well as scientific research guides the PCMB. This ensures the Board is guided by the best, most comprehensive information available from all its members as well as outside organizations.



# 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 Ivvavik 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.*

# Scientific Study of Porcupine Caribou Heard

## Winter Distribution

For the fourth consecutive year, the majority of the Porcupine Caribou Herd wintered in Alaska. During the month of September 2008, those satellite collared caribou in the eastern portion of the range in the Richardson Mountains began to move south towards Yukon winter ranges, while those caribou north of the Old Crow Flats began to move west into Alaska. Between October 15th and 19th, the U.S. Fish and Wildlife Service and Alaska Department of Fish and Game flew the Alaskan and Yukon winter ranges. 60% of radio collars were located in Alaska, 22% were found in the Yukon, but 18% were not located.

By the middle of October, Porcupine Caribou began to show up along the Dempster Highway in the Chapman Lake area and quickly moved down the highway corridor as far south as the Tombstone valley. Porcupine Caribou remained in the Dempster corridor in large numbers until about the middle of November, when they moved away from the highway and seemed to settle in for the winter.

From December 2008 until late March 2009, the caribou in the Yukon moved very little, remaining in the southern winter ranges. In Alaska the caribou were concentrated to the west of Arctic Village

## Calving and Survival Surveys

In April and May 2008, the herd migrated from Alaska and Yukon to the coastal plain between the Malcolm and Babbage Rivers, Yukon. By early June the coastal plain was nearly snow free as far west as the Hulahula River, Alaska. However, caribou were mostly from the Babbage River, Yukon to the Kongakut River, Alaska, at time of calving. Extent of calving occurred from the Aichilik River to the Babbage River and was concentrated around the Clarence River.

Peak of calving likely occurred on 29 or 30 May. The surveys showed that for cows aged 3 years or older, 79% gave birth. Seventy three percent of those calves survived to late June. Compared to the average over 22 years, these are close to average values (calving 81% and June survival 74%).



## Herd Size Estimate

Once again, weather conditions did not permit a photo census to estimate the population size. Cool weather in the mountains and an apparent lack of insects prevented adequate aggregations for a photocensus. We continued to monitor the herd with satellite collars for two weeks following post-calving flights. By late June and early July, most of the herd moved south across the Continental Divide and into the upper Sheenjek River drainage.

## Captures and Collaring

Satellite locations are useful to determine the timing of migration, and migration paths and ranges used. All collars are used to locate the herd for the various counts and are used to estimate the calf birth and survival rates. Collars are usually deployed on bulls in the year before a photo census attempt so that field crews can locate bull groups that are not with the large groups of caribou when the census is done.

Scientific Study of Porcupine Caribou Heard ... Continued on page 8

In March 2009, there were 2 field crews for this work, one in Alaska and one in Yukon to deploy a total of 21 conventional radio and 9 satellite collars on Porcupine Caribou. This increases the number of active collars on Porcupine Caribou to 125, including 15 active satellite collars. Of these, there were eight satellite collars replaced with fresh ones, the conventional collar was replaced on one female that was originally collared at 9 months old in 2005, another short-yearling female had her collar replaced with a satellite collar (Marilla), and there were 16 random adult female and 4 random adult male caribou collared.

This year, radio collars were provided by the Vuntut National Park and the U.S. Fish and Wildlife Service. Satellite collars were provided by the U.S. Fish and Wildlife Service, Government of the Northwest Territories and the Yukon Government

### Late Winter Composition Count

During composition counts, caribou are classified as cows, calves, mature bulls, and immature bulls. The objective of doing a count in March is to provide an estimate of over-winter survival of calves. To obtain an accurate representation of survival for a herd, it is necessary to classify caribou in as many wintering areas as possible as there can be differences between ranges.

Due to the overlap of Porcupine Caribou with other caribou herds in both Yukon and Alaska, biologists decided that it was not possible to do a composition count this year.

### Dempster Snow Stations

In 1991, YTG set up 8 stations along the Yukon portion of the Dempster Highway in Porcupine Caribou range to monitor late winter snow accumulation and density over the long term.

Snow characteristics including depth and density are also monitored along the Dempster Highway by Energy, Mines and Resources personnel at stations close to the ones we have been monitoring. In March 2009, we discontinued monitoring our stations and will obtain data from EMR.

### Satellite Collar Project

Wildlife experts fit satellite collars on caribou to document the locations of caribou, the herd's migration and seasonal use of the range. Numerous wildlife organizations in various portions of the range of the herd participate in this project.

Detailed information about the project and maps of the herd's past movement patterns are available at [www.taiga.net/satellite/about.html](http://www.taiga.net/satellite/about.html). Until recently, information about the herd's location was published on the web site, with a two-week delay. In February of 2007, publication of the herd's location was discontinued, at the request of the PCMB, to avoid giving hunters an unfair advantage. Periodic updates on seasonal movements are still available online, and the PCMB remains wholeheartedly in support of the satellite collar program.



## Herd Size

Although no photo census was done this fiscal year, biologists use a computer model that uses various annual counts to estimate herd size. This computer model suggests the herd's population has continued to decline and may number 100,000 or so animals.

The population estimates of the herd have been tracked since the 1970s, with an opening population count of 101,000 in 1972. However, the earlier estimates are not considered reliable.

Because of normal population fluctuations, in the absence of a clearly identifiable event, it is important to understand that trends and averages are more important than numbers from any individual year.

In the 1980s, the herd population grew on average by five percent annually. Between 1989 and 1998, the herd declined by 2.5 to four percent annually. Bad winters between 1990 and 1993 lowered rates of calf production

*Since 1998, the herd has been in a slow but steady decline of around 1.5 percent annually.*

and survival. Cold springs and late thaws prevented cow caribou from making it to their customary calving grounds on the Alaska coast in the Arctic National Wildlife Refuge. Since 1998, the herd has been in a slow but steady decline of around 1.5 percent annually. At the time of the last census in 2001, the U.S. Fish and Wildlife Service estimated the population of the herd at 123,000.

A photocensus has been planned each year since 2003; however, the caribou and weather conditions have not cooperated. In the absence of a census, scientists consider other ways to measure the size of the herd, such as studies on cow-to-calf ratios and rut counts. The Board has requested the Porcupine Caribou Technical Committee to consider other options to determine population size of the herd.



## Harvest Data and Herd Use

Porcupine Caribou are traditionally harvested by Gwich'in, Han, Northern Tutchone, Inuvialuit and Inupiat people from 17 communities on or near the herd's range. The migration patterns of the herd determine which, if any, communities will have a successful harvest. In years when the herd didn't migrate near communities that traditionally relied on the herd, people starved. This was true as recently as the early 1900s.

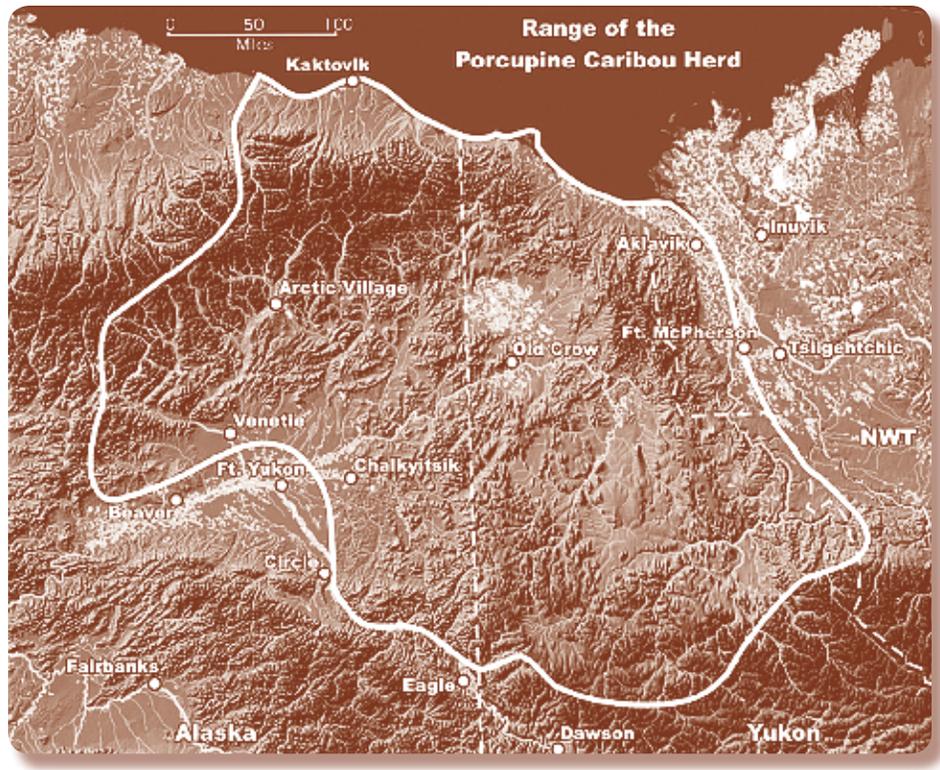
*Traditionally, harvesters use every part of the caribou — not just the meat. The preservation of the hunting tradition is crucial for preserving the Aboriginal and First Nations cultures around the herd's range.*

Subsistence hunters continue to rely on the caribou as their primary source of meat. In addition, several hundred caribou are harvested by non-native hunters or native hunters from outside the user communities each year. Each year, a very small number are taken by sport hunters, usually from the United States and Europe, in hunts offered by guide/outfitters in the Yukon and Alaska.

Traditionally, harvesters use every part of the caribou — not just the meat. The preservation of the hunting tradition is crucial for preserving the Aboriginal and First Nations cultures around the herd's range. In addition, in the far north, the cost of meat in the stores is prohibitive.

In addition to the numbers of caribou actually harvested, there are some caribou that die from wounds arising from hunting accidents. The Board continues to address this problem, often referred to simply as "wounding loss," with hunter education campaigns. One important component is the annual shooting workshop. The PCMB and the Government of Yukon hosted a Porcupine Caribou shooting workshop near Eagle Plains. Hunters are given an opportunity to sight in their rifles. Sighting in rifles for each and every trip is an important way to ensure the shot is accurate. This initiative helps reduce wounding loss.

For many years now, to protect the herd's ability to maintain its population, signs have been placed along the Dempster Highway requesting hunters to refrain from hunting cow caribou.



Wolves are the caribou's primary animal predator, and they take about eight percent of the herd each year. In recent years, about 16 percent of the herd dies from natural causes, including wolf predation, each year. Assuming the total number of wolves remains the same, the effect of wolf predation on the herd increases as the herd decreases.

*The Porcupine Caribou Management Board has requested that other First Nations in Yukon collect and submit the number of caribou harvested by First Nation hunters in order to better understand the effect, if any, of harvesting on the herd.*

In Yukon, it is mandatory that licensed hunters report their harvest to wildlife officials. Managers also have access to information collected in native harvest studies for Aklavik and the NWT Gwich'in communities. The Porcupine Caribou Management Board has requested that other First Nations in Yukon collect and submit the number of caribou harvested by First Nation hunters in order to better understand the effect, if any, of harvesting on the herd.

Each year, as an incentive to stop in at the Dempster Highway check station and complete a hunting questionnaire, hunters are invited to enter their names for a draw prize of a \$400 gas voucher. This year's winner was Dan Baikie of Dawson City, Yukon.



## STEP Student

Brodie Smith was employed as a Wildlife Technician Trainee in Dawson City, working for the Board, under the direction of Government of Yukon Regional Biologist Dorothy Cooley. Brodie's work time was extended so she could work on the Dempster Dust pilot project which involved research, development and testing of a method to measure the amount of dust along the highway at the current level of traffic. The goal was to establish a baseline to compare to increased levels of traffic in the future. The required sampling equipment was purchased but due to so much rain this summer, the field testing was limited since there was no dust.

## Cumulative Effects Project

The Board contracted environmental consultant Shawn Francis to work on a cumulative effects assessment project for the Porcupine caribou herd. This project is being conducted in response to growing management concerns, potentially increasing land use pressures and changing environmental conditions within the herd's range. The Board would like to see the herd and its habitat managed in a more integrated and coordinated manner.

From 2005-2008 the North Yukon Planning Commission examined potential land use scenarios for the North Yukon Planning Region, including a large portion of the Porcupine Caribou Herd winter range. The focus of this exercise was to examine a potential oil and gas exploration and development scenario in the Eagle Plain area. Tourism and mineral exploration and development were also considered. The ALCES® landscape computer simulation model was used for the scenario modelling work. The resulting North Yukon Regional Land Use Plan adopted two integrated cumulative effects indicators, total amount of human-caused surface disturbance and linear density, and recommended maximum levels for those indicators.

During the North Yukon planning process, the Board recognized potential applications of the scenario modelling approach being advocated by the Commission, and its relevance to managing cumulative impacts across the herd's range. While the Board wished to use the general scenario modelling approach of the North Yukon Regional Land Use Plan, it also recognizes the approach can be improved upon by applying the extensive knowledge base and other existing computer models developed specifically for the caribou.

The Board will be investigating potential cumulative effects planning and assessment approaches for the herd and its habitats. Mr. Francis will be monitoring and participating in another project being conducted for the Bathurst barren-ground herd in NWT, in which spatial approaches are being combined with the energetic models originally developed for Porcupine Caribou Herd. Mr. Francis will be involved in the development of the project and conducting scenario modelling. The Board will also require the knowledge, skills and assistance of the Porcupine Caribou Technical Committee, agency staff, other stakeholders and land users to undertake this important project.



## Harvest Management Strategy

Harvest management is complicated because the herd migrates over such a large area, using lands administered by the U.S., Canadian, Yukon and Northwest Territories governments as well as through the traditional lands of the Inupiat, Inuvialuit, several Gwich'in First Nations, the First Nation of Na Cho Nyäk Dun, and Tr'ondëk Hwëch'in. Each group has its own interest and traditions involving the herd.

In addition, all the First Nations and Inuvialuit in the Canadian portion of the Porcupine Caribou Herd range have settled their land claims and have some authority to make hunting regulations within their territories. They can take an active role in developing consistent hunter education strategies and imposing harvest restrictions on their beneficiaries if they deem it necessary.

*The Harvest Management Strategy is an effort to bring all Canadian parties together, face to face, to discuss concerns and ideas and to work out a plan to harmonize harvest management.*

The Harvest Management Strategy is an effort to bring all Canadian parties together, face to face, to discuss concerns and ideas and to work out a plan to harmonize harvest management. The planning process will involve an education component addressing caribou conservation as well as address the First Nations and Inuvialuit rights and obligations under the land claim agreements. By working together, these groups will have a strong voice in ensuring the herd is protected in a way that satisfies the requirements of all users. This proactive approach is especially important because both territorial ministers are empowered to restrict hunting rights for conservation purposes.

The Strategy involves use of modern scientific studies and the traditional wisdom of community members. All communities will be brought together to weigh harvest



management options, and the parties will develop a Harvest Management Plan that protects the Herd as well as native harvesting rights.

### THE HARVEST MANAGEMENT STRATEGY IS COMPRISED OF THREE PHASES:

**Phase 1: Development of a Harvest Management Protocol Agreement**

**Phase 2: Development of a Harvest Management Plan**

**Phase 3: Development of a Native User Agreement**

Phase I of the Harvest Management Strategy was completed when a Protocol Agreement was signed by all Parties to the *Porcupine Caribou Management Agreement*, at which time Parties and the Board transitioned into Phase 2, the development of a Harvest Management Plan.

The Harvest Management Plan Working Group met several times over this time period. An HMP Public Discussion Draft was prepared by the Harvest Management Plan Working Group in June 2008 with feedback requested by means of a questionnaire to the public. This draft was presented to local co-management bodies and the public during meetings hosted by the HMP Working Group in July in Old Crow, Yukon, in September in Tsiigehtchic, Tuktoyaktuk, Inuvik and Aklavik in the Northwest Territories; in Dawson City, Yukon and Aklavik, NWT in October

The Board looks forward to receiving a draft Harvest Management Plan from the Working Group, following which the Board will review the draft and recommend a Harvest Management Plan to all Parties.

## Circum-Arctic Rangifer Monitoring and Assessment (CARMA) Network:

The CARMA Network was officially launched in November of 2004, and the PCMB is a member. It is one of several species monitoring networks under the Circumpolar Biodiversity Monitoring Program, set up by the Arctic Council. CARMA is comprised of members representing seven circum-Arctic countries with expertise in social science, physical science and biological science, with the purpose of monitoring human-caribou interactions and the impacts of global change on those systems. Members

use the Internet to share information with each other, and this provides decision makers and researchers access to the most current global information possible. CARMA is a source for community, industry, university and agency-based monitoring information. It analyses the status of indicators each year. On November 30 to December 1, the Chair attended the Indigenous People's Pre-Meeting of CARMA in Vancouver, BC, then attended the remaining 2 days of the annual gathering of CARMA.

## Board Meetings 2008-09

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 meeting. As well, the Board regularly holds a public meeting in conjunction with the regular PCMB meetings to encourage the residents to voice their concerns and to discuss current caribou related issues.

- A Board meeting was held on June 17 and 18, 2008 in Fort McPherson and Tsiigehtchic, Northwest Territories.

- A Board meeting was held on September 4-6, 2008, in Mayo, Yukon
- A Board meeting was held on January 24 and 25, 2009, in Whitehorse.
- On April 10, 11, 2008, the Chair and Secretariat hosted a meeting in Dawson City, Yukon to work on developing a Porcupine Caribou hunter education package. A second meeting was held in Inuvik on June 19.

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:

- On May 21 and 22, 2008, the Chair attended the Environment Yukon Forum in Whitehorse.
- On June 20 and 21, the Chair attended the Outdoor Pursuits Fair in Mayo, Yukon and set up a display booth.
- In July the Chair represented PCMB at the Youth and International Gwich'in Gathering in Old Crow.
- On July 17 and 18, Shawn Francis participated in a Barren Ground Cumulative Effects meeting in Calgary, Alberta
- In August, the Chair attended the Vuntut Gwich'in Government General Assembly.
- In September, Lorraine Netro attended Arctic Wilderness Week in Washington, D.C.

- On November 24, the Secretariat participated in webcast of Aboriginal Law workshop with the theme of *Emerging Issues and Risk Assessment in Project Development* from Calgary, Alberta.
- From November 26 to 28, the Chair attends the Yukon Fish and Wildlife Management Board's 20/20 Vision Symposium in Whitehorse, Yukon.
- From February 2 to 6, 2009, the Chair attended the Alaska Forum on the Environment in Anchorage, Alaska.
- From February 28 to March 4, 2009, the Chair and Member Frederick Blake attend Alaska Wilderness Week in Washington, DC.

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.



## 2008-09 Communications 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: [www.taiga.net/satellite/index.html](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
- Posters describing co-management and the structure of the PCMB were developed and printed. These are used at meetings and other public outreach displays.

## Auditor's Report

To the Members of  
Porcupine Caribou Management Board

I have audited the balance sheet of Porcupine Caribou Management Board as at March 31, 2009 and the statements of revenue and expenditures, surplus, and cash flows for the year then ended. These financial statements are the responsibility of the Boards management. My responsibility is to express an opinion on the financial statements based on my audit.

I conducted my audit in accordance with Canadian generally accepted auditing standards. Those standards require that I plan and perform an audit to obtain reasonable assurance whether the financial statements are free from material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating overall financial statement presentation.

In my opinion, these financial statements present fairly, in all material respects, the financial position of the organization as at March 31, 2009 and the results of its operation and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

*M. McKay + Associates*

M. McKay & Associates  
Certified General Accountant

Whitehorse, Yukon  
July 11, 2009

## Balance Sheet

### March 31, 2009

	<u>2009</u>	<u>2008</u>
Assets		
Current		
Cash	\$ 115,714	\$ 56,006
Accounts receivable	19,970	52,124
Prepaid expenses	924	-
	136,608	108,130
Capital assets (Note 2)	6,831	6,831
	143,439	114,961
Liabilities		
Current		
Accounts payable and accrued liabilities	4,738	4,000
Deferred revenue	-	22,668
Contingent liability (Note 4)	-	-
	4,738	26,668
Equity		
Investment in capital assets (Note 2)	6,831	6,831
Surplus	131,870	81,462
	138,701	88,293
	\$ 143,439	\$ 114,961

APPROVED ON BEHALF OF THE BOARD:



Director



Director

## Statement of Surplus

### March 31, 2009

	<u>2009</u>	<u>2008</u>
Surplus Beginning of Year	\$ 81,462	\$ 26,352
Excess (deficiency) of revenue of expenditures		
General schedule	56,017	55,153
"1002" Intervention schedule	(75)	(43)
Harvest Management Strategy schedule	(5,827)	-
Dempster Dust Project schedule	293	-
	50,408	55,110
	\$ 131,870	\$ 81,462

## Statement of Cash Flows

### March 31, 2009

	<u>2009</u>	<u>2008</u>
Operating activities		
Excess of revenue over expenditures	\$ 50,408	\$ 55,110
Add (deduct) net change in non-cash working capital items	31,969	(63,515)
Increase (decrease) in deferred revenue	(22,668)	22,668
Increase in cash	59,709	14,262
Cash, beginning of year	56,005	41,743
Cash, end of year	\$ 115,714	\$ 56,005

## Notes to the Financial Statement

March 31, 2009

### 1. Purpose of the organization

Porcupine Caribou Management Board is a non-profit, charitable organization. The object of the organization is to enhance the well-being of the Porcupine Caribou herd in the Yukon and 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.

### 2. Significant accounting policies

#### Revenue recognition

The organization follows the deferral method of accounting for contributions. 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.

#### Capital assets

The full cost of capital assets is capitalized on the balance sheet in the year of purchase. Payments towards those costs are expensed in the year they are made. The Investment in Capital Assets represents the historical cost of all assets owned by the Board. The Board does not amortize its capital assets.

#### Financial instruments

The Board's financial instruments consist of cash, accounts receivable and accounts payable. Unless otherwise noted, it is management's opinion that the Board is not exposed to significant interest, currency or credit risks arising from these financial instruments.

### 3. Economic Dependence

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

### 4. Contingent Liability

Final determination of amounts which may be due to the various funding agencies is contingent upon reviews by these funding agencies.

### 5. Comparative Figures

Certain comparative figures have been reclassified to conform to the current year's presentation.

## General Statement of Revenue and Expenses

### March 31, 2009

	<u>2009</u>	<u>2008</u>
<b>Revenue</b>		
Parks Canada	\$ 60,100	\$ -
Government of Yukon	78,240	81,050
Government of Northwest Territories	78,000	75,000
Other	1,873	4,484
Canadian Wildlife Service	31,000	31,000
	<u>249,213</u>	<u>191,534</u>
<b>Expenditures</b>		
Advertising and promotion	7,647	5,499
Bookkeeping	2,074	1,620
Meeting expenses	8,058	4,546
Honoraria	28,225	20,000
Office and miscellaneous	10,214	9,337
Professional fees	636	1,763
Secretariat	42,589	48,197
Telephone and internet	2,158	2,396
Workshops	2,978	1,280
Travel and accomodation	30,241	38,122
GST expense	-	2,128
Payroll expenses	11,380	1,493
Cumulative effects management	46,996	-
	<u>193,196</u>	<u>136,381</u>
<b>Excess (deficiency) of revenue of expenditures</b>	<u>\$ 56,017</u>	<u>\$ 55,153</u>

**“1002” Intervention Statement of Revenue and Expenses**  
**March 31, 2009**

	<u>2009</u>	<u>2008</u>
Revenue		
Indian and Northern Affairs Canada	\$ 55,056	\$ 55,056
	<u>55,056</u>	<u>55,056</u>
Expenditures		
Administration		
Office and miscellaneous	1,819	4,200
Web maintenance	5,000	2,500
Professional fees	3,998	2,563
Telephone	1,381	444
Core honoraria	14,000	13,950
Promotional/educational materials	-	5,443
Salaries		
Administration	5,996	6,000
Public information	8,993	9,000
Travel		
Conference participation/Harm mitigation	13,945	11,000
	<u>55,131</u>	<u>55,099</u>
Excess (deficiency) of revenue of expenditures	\$ <u>(75)</u>	\$ <u>(43)</u>

## Harvest Management Statement of Revenue and Expenses March 31, 2009

	<u>2009</u>	<u>2008</u>
Revenue		
Government of Northwest Territories	\$ 30,000	\$ 60,000
Government of Yukon	-	30,000
Parks Canada	-	30,000
Transfer to deferred revenue	-	(22,668)
Transferred from deferred revenue	22,668	-
	52,668	97,332
Expenditures		
Administration	19,913	15,930
Honoraria	5,050	12,000
Consulting	10,086	17,320
Travel	7,086	4,387
Accomodations	1,934	17,056
Per diems	792	10,350
Meetings and workshops	3,374	14,280
Postage and freight	615	1,378
Supplies	740	885
Telephone	997	963
Printing and copying	7,907	2,784
	58,495	97,332
Excess (deficiency) of revenue of expenditures	\$ (5,827)	\$ -

## Dempster Dust Project Statement of Revenue and Expenses March 31, 2009

	<u>2009</u>	<u>2008</u>
Revenue		
Yukon Fish and Wildlife Enhancement Trust	\$ 5,000	\$ -
Student research	2,500	-
Materials and supplies	94	-
Photo sensors and equipment	2,113	-
	4,707	-
Excess (deficiency) of revenue of expenditures	\$ 293	\$ -

# Appendix One

## 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 Ivvavik 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.

# Appendix One

## 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:

- a) Recommend the management agencies, in consultation with users, prepare a report describing the customary and traditional uses of the Porcupine caribou herd.
- b) Recommend each management agency provide statements on laws, regulations and policies affecting the customary and traditional uses of Porcupine caribou.
- c) 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:

- a) 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:

- a) 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.
- b) Recommend means for management agencies to achieve effective communication with users.
- c) Summarize and report on the status and conservation of the Porcupine caribou herd as appropriate.
- d) Provide summaries of all IPCB meetings and activities to the public.

# Appendix Two

## 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

# Appendix Two

- (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.”
- (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.

## 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;

## 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

## Appendix Two

or the Porcupine Caribou Herd and the conservation of its habitat;

- (c) 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 parties 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.

## Appendix Two

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

## Appendix Two

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 compre-

hensive 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 Three

### 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.

# Appendix Three

## 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:
  - (1) 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.



Box 31723, Whitehorse, Yukon, Canada - Y1A 6L3  
Phone: 867.633.4780 • Fax: 867.393.3904  
Email: [pcmb@taig.net](mailto:pcmb@taig.net) • [www.taiga.net/pcmb/](http://www.taiga.net/pcmb/)