



Porcupine Caribou Management Board

2009-10 Annual Report



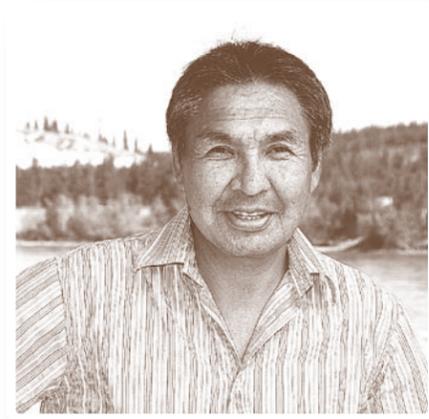
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I would like to thank all the members of the Porcupine Caribou Management Board for their hard work over the past year.

As a co-management board, the APCMB'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



Joe Tetlich
Whitehorse - Chair

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 <http://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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Joe Tetlich
Whitehorse - Chair



Deana Lemke
Whitehorse - Secretariat



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



Vacant
alternate
First Nation of Na Cho Nyäk Dun



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



Roberta Joseph
Dawson City - alternate
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Doug Larsen
Whitehorse - member
Government of Yukon



Dorothy Cooley
Dawson City - alternate
Government of Yukon



Ian McDonald
Whitehorse - member
Government of Canada



Vacant
altenate
Government of Canada



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



Liz Wright
Fort McPherson - alternate
Gwich'in Tribal Council



Marsha Branigan
Inuvik - member
Government of NWT



Ron Morrison
Inuvik - alternate
Government of NWT



Lorraine Peter
Old Crow - member
Vuntut Gwitchin First Nation



Vacant
Old Crow - alternate
Vuntut Gwitchin First Nation



Billy Storr
Aklavik - member
Inuvialuit Game Council



Chuck Gruben
Tuktoyaktuk - alternate
Inuvialuit Game Council



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.



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 two members for the Vuntut Gwitchin First Nation, Na Cho Nyäk Dun and Tr'ondëk Hwëch'in. 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 the three Yukon Native user communities are represented on the Board.

Each organization chooses its own members to represent it on the PCMB. Board members are responsible for communicating with their sponsoring organizations and their community members. At meetings, the Board members debate the issues and report 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. When the herd 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.

Co-Management

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.

The Board strives for concensus but compromise is often required. 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.

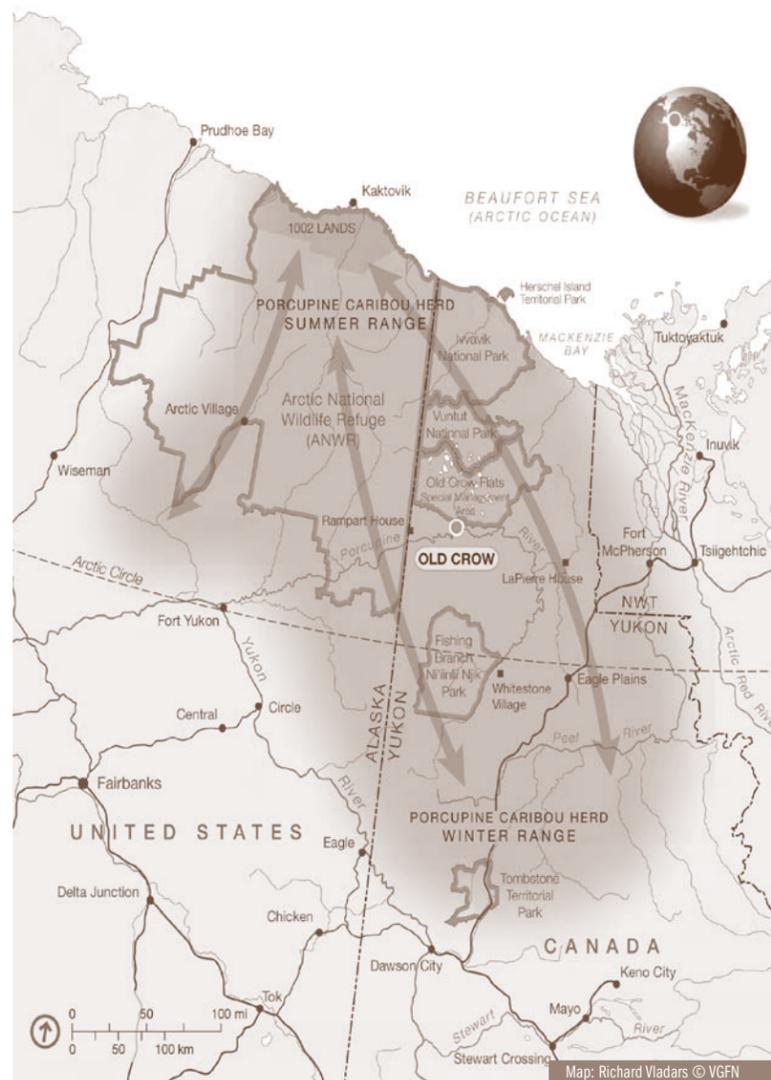
Traditional knowledge as well as scientific research guides the PCMB. This ensures the Board is guided by the best, most comprehensive information available from all its members as well as outside organizations.

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

Migratory Range

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.



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Fall (rut) composition count

The first time an estimate of the number of bulls to cows was done was in 1980. Because the Harvest Management Plan for the Porcupine Caribou Herd in Canada called for a bull-dominated or bull-only harvest at certain herd sizes, researchers wanted to get an updated estimate of the bull ratio.

From October 14 to 16, 2009, staff from the Alaska Department of Fish and Game, Environment Yukon, and the Arctic National Wildlife Refuge conducted a composition survey. Biologists planned to locate the radio-collared caribou to classify 200 caribou around each radio collar. Because of the low number of radio collars found in preparation for this survey, we have low confidence in the numbers and will try again next year.

Winter distribution

During the winter of 2009-10, the herd was once again split between Alaska and Yukon. Eight of the 11 satellite-collared cow caribou wintered in the Ogilvie and Hart River areas. The other three satellite-collared caribou wintered west of Old Crow Flats in the Coleen River area in Alaska. During March through May, the caribou moved north to the coastal plain of Yukon and Alaska.

Calving and survival surveys

During calving 2010, 32 radio-collared cows were located in Alaska, and 16 radio-collared cows were located in Yukon. Radio-collared cows were distributed from the Babbage River, Yukon to the Katakturuk River, Alaska. Extent of calving occurred east of the Firth River to west of the Hulahula River, Alaska and was concentrated in the foothills east of the Jago River.

Forty-eight cows aged three years and older were observed

during radio-tracking flights from June 2 to 5. The caribou were classified as being parturient (had given birth or were judged to be pregnant), or having lost a calf (based on the presence of hard antlers and enlarged udders) or being

Scientific Studies

barren (no hard antlers, udders not distended, and/or the presence of soft antlers). Of the 41 cows aged four years or older, 25 were observed with calves, 10 were judged to have lost a calf and six were judged to be barren. Of the seven three-year-olds observed, one was observed with a calf, none were judged to be pregnant, and six were judged to be barren.

During the first two survey days, most parturient cows were observed with calves and most calves appeared to be several days old based on size and mobility. Thus, peak of calving likely occurred prior to June 2.

The parturition survey was hampered by adverse weather conditions including strong winds ranging from 30-50 km/h and persistent fog on the coastal plain and northern foothills of the Brooks Range. As a result, sample size (observed radio-collared cows \geq four years of age) in 2010 was the second lowest since 1987.

Later in the month, researchers located the caribou again to record how many calves had survived their first month. Thirty-seven radio-collared cows aged four years or older and one radio-collared three-year-old were observed, all of which were previously observed in early June. An additional

50 radio-collared cows were heard but not observed. Dense fog on the coastal plain and strong wind turbulence in the mountains prevented observations of those radio-collared caribou. Post-calving survival, estimated from cows observed with calves in early June that were subsequently observed in late June (excludes most perinatal mortality), was 87% (n = 23) for cows ≥ four years of age. Sixty-five percent of all radio-collared cows ≥ four years of age (n = 37) were observed with calves.

Herd size estimate

During June 28 and 29, 2009, movement and aggregation of satellite-collared caribou and favorable forecasted weather conditions indicated that adequate photocensus conditions might develop. From June 30 to July 2, the Porcupine Caribou Herd was radio-tracked to determine the feasibility of a photocensus. Eighty-nine of 95 radio-collared cows and all radio-collared bulls (n = 14) were located (excludes 12 radio-collared caribou not located since 2008). On June 30, 75 percent of radio-collared caribou were located in 14 groups along the northern foothills of the Brooks Range. Most groups were aggregated sufficiently for a photocensus. However, the remaining radio collars were among large groups of migrating caribou in the upper Jago and upper Aichilik Rivers. Unforecasted snow and rain at high elevations in the Brooks Range apparently resulted in

a rapid movement of the herd to the mountains beginning on the morning of July 1. Over the following 24-hour period, at least 50 percent of the herd had dispersed from aggregated groups; most migrated south near the Continental Divide. Lead caribou were as far south as the headwaters of the Sheenjek. Over the next two weeks, the herd was segregated north and south of the Continental Divide and dispersed over large areas. A photocensus was not conducted in 2009.

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.

The goal this March was to recapture a number of cow caribou that had originally been collared with VHF transmitters as nine-month-old calves (also called “short-yearlings”), as they are just short of being one year old. In addition, we wanted to capture 10 current short-yearling cows to increase our sample of known-aged collared caribou. Typically when we capture mature caribou, we estimate age based on teeth wear, but when we capture short-yearlings in March, we can be quite sure of their age. We also needed to capture 10 mature bull caribou to increase our number of collared male animals for subsequent surveys.



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

Porcupine caribou captures and composition counts took place between March 20 and 26. Since the caribou were so spread out the crew moved between Dawson, the Dempster Highway Ogilvie Maintenance camp, Eagle Plains Hotel and Old Crow. Captures were conducted using a Jet Ranger helicopter. The U.S. Fish and Wildlife Service provided the plane for the telemetry flight.

Between 1998 and 2001, the herd has been in a slow but steady decline of around 1.5 percent annually.

Six cow caribou that had originally been captured in either 2006 or 2007 as short-yearlings were recaptured and fitted with satellite transmitters. Several other caribou that we wanted to recollar were located but due to terrain (thick timber and bare, steep ground) we were not able to attempt recaptures. Two other satellite collars were deployed on random cow caribou. Ten short-yearling cows and 10 bulls were captured and fitted with radio transmitters.

In total, 20 radio and 8 satellite collars were deployed in March 2010 on Porcupine Caribou. This increases the number of active collars on Porcupine Caribou to 126, including 20 active satellite collars.

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.

Data showed that there were some areas with higher calf numbers than others which is often the case. However, calf ratios this March were the lowest ever recorded, with 19.5 calves per 100 cows. This was not unexpected, as calf numbers in July 2009 were the lowest on record for this herd at 44 calves per 100 cows at one month past calving.

Satellite-Collar Project

Wildlife experts fit satellite collars on caribou to obtain the locations of caribou to document 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: <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.

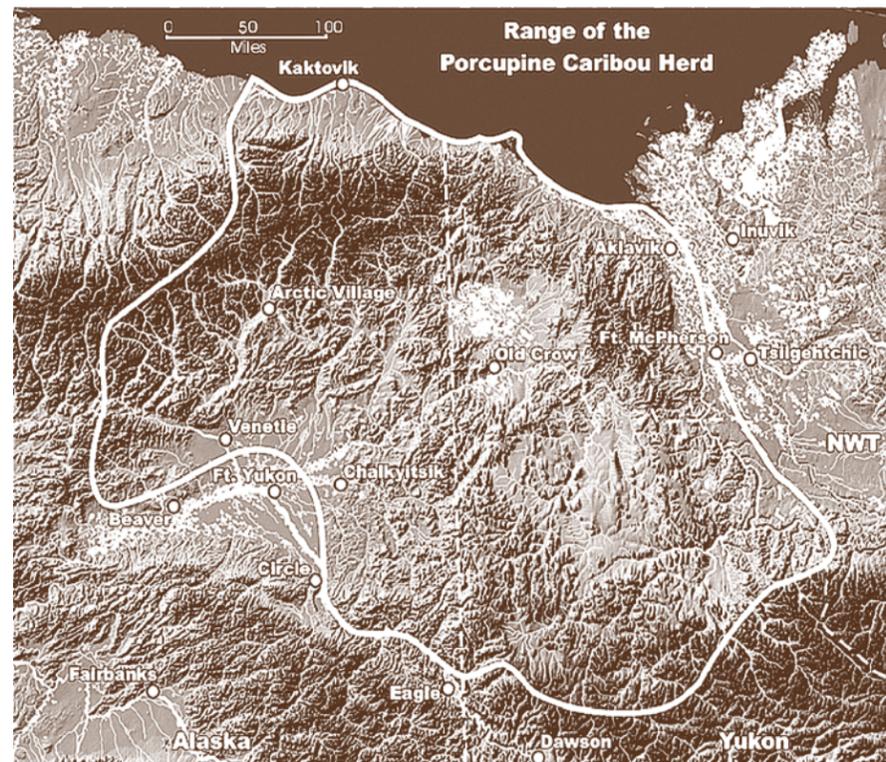
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Harvest Data/Herd Use



In the fall of 2009, Government of Yukon (YG) passed a law that prohibited the harvest of cow caribou by all users, and made it mandatory to report caribou harvest in Yukon. YG operated two check stations along the Dempster Highway this year, one at the south end as usual and a new, mobile station at the north end. A Northwest Territories check station was also located at the Peel River crossing. Data from these reporting stations will be used in conjunction with data collected by all Parties to the PCMA to get an estimate of total herd harvest in Canada.



The Porcupine Caribou Management Board has requested that all Parties in Yukon collect and submit the number of caribou harvested in order to better understand the effect, if any, of harvesting on the herd.

STEP Student



Close-up of Camille in the plane radio tracking PCH in ANWR, hoping to do a photo census

During the summer of 2009, Camille Thomas 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. Camille did more work evaluating methods for the Dempster Dust project and she did a tremendous amount of work organizing field sheets and entering location data from PCH telemetry flights back to the 1970's. It will be invaluable to have this data readily available for many purposes.

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 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.

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 and in some cases, imposing harvest restrictions on their beneficiaries if they deem it necessary. Each group has its own interest and traditions involving the herd.

The Harvest Management Strategy is an effort to coordinate the work of all Canadian parties and harmonize harvest management actions across the Canadian range of the herd. Phase I of the Strategy was completed in September 2007 when the Protocol Agreement was signed by all Parties to the Porcupine Caribou Management Agreement. The Protocol laid out some guiding principles for the process and documented the parties' commitment to developing the Harvest Management Plan.

The Board began Phase 2, the development of a Harvest Management Plan in October

2007, by forming a working group specifically charged with drafting the bulk of the plan. In February 2009, the Board received a draft Harvest Management Plan from the Working

group, the Board will bring together all communities and organizations to provide an opportunity to share information. The Board will weigh harvest management options and will

Harvest Management Strategy

Group. The Board finalized the draft and presented a final recommended Harvest Management Plan to the Parties in June 2009. The Parties made further edits and signed the plan in April 2010.

The final Harvest Management Plan for the Porcupine Caribou Herd in Canada lays out a coordinated, proactive approach to harvest management. Each year, the Board will consider all pertinent information regarding the status of the herd and its range and will make recommendations on harvest management actions to the parties to implement under their respective authorities.

In order to consider all pertinent information each

year, the Board will bring together all communities and organizations to provide an opportunity to share information. The Board will weigh harvest management options and will

develop specific actions that protect the Herd as well as native harvesting rights. By making decisions cooperatively in this manner, the authorities, mandates and interests of all user groups are respected and included, herd management is informed by modern scientific studies and the traditional wisdom of community members and users have a strong voice guiding decision makers.

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



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

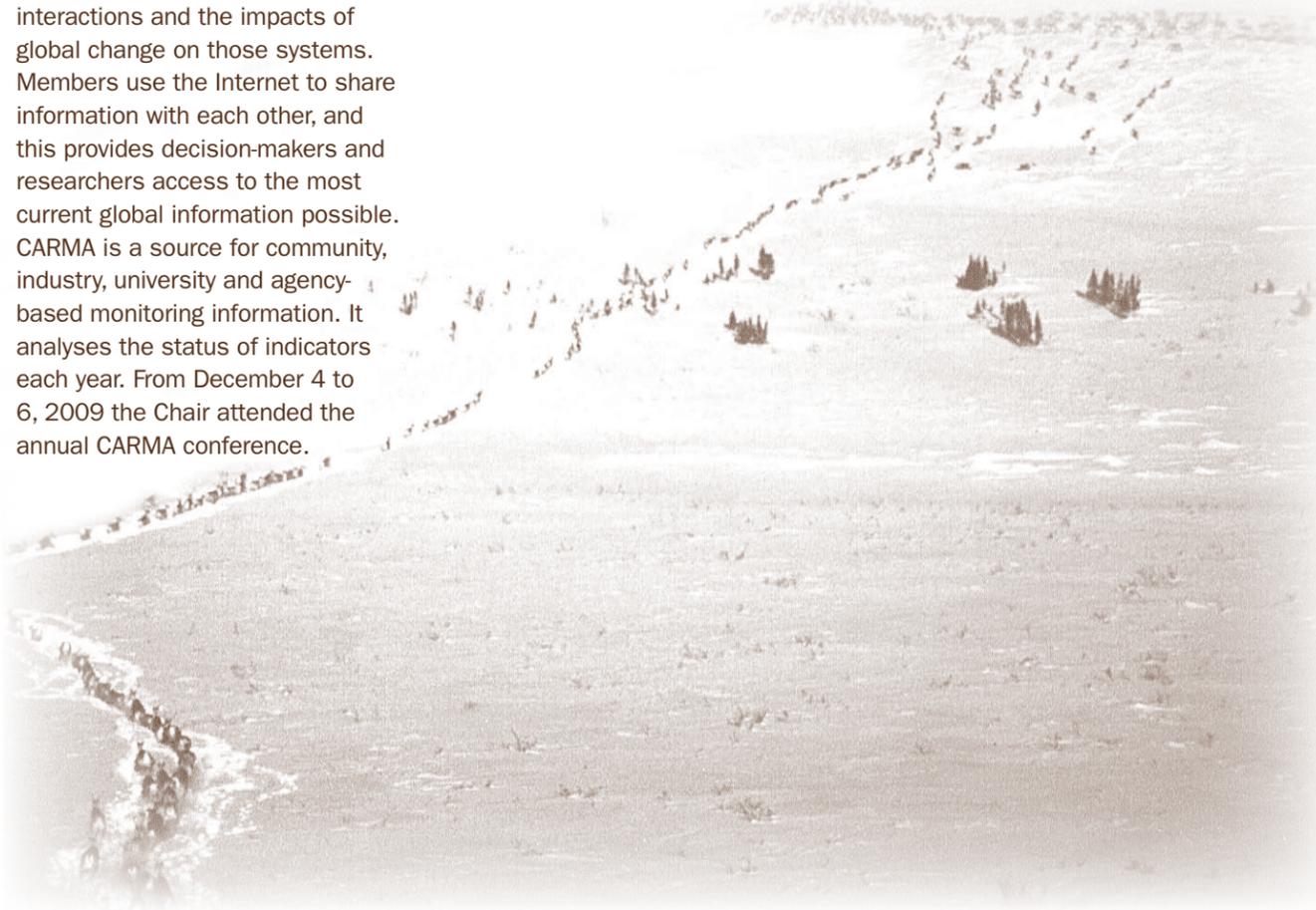
The CARMA Network was officially launched in November of 2004, and the PCMB is a member. It is one of several species monitoring networks under the Circumpolar Biodiversity Monitoring Program, set up by the Arctic Council. CARMA is comprised of members



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CARMA Network

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. From December 4 to 6, 2009 the Chair attended the annual CARMA conference.



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. The following Board meetings were held during this fiscal year:

Board Meetings

April 4, 2009 (teleconference)

June 2-4, 2009 (Whitehorse, Yukon)

September 15-16, 2009 (Inuvik, Northwest Territories)

November 28-29, 2009 (Whitehorse, Yukon)

February 27-28, 2010 (Aklavik, Northwest Territories)

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.



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Representation in Meetings

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

On May 18 to 22, 2009, the Chair attended the Barren Ground Caribou Demography Workshop (caribou modeling) in Yellowknife, Northwest Territories

On June 16, 2009, the Chair attended the Inuvialuit Game Council meeting in Sachs Harbour, Northwest Territories and spoke to participants about the Harvest Management Plan

On December 4 to 6, 2009, the Chair participated in the CircumArctic Rangifer Monitoring and Assessment (CARMA) Network conference in Vancouver, B.C.

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.

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.

- 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

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.

Auditor's Report

To the Members of
Porcupine Caribou Management Board

We have audited the balance sheet of Porcupine Caribou Management Board as at March 31, 2010 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. Our responsibility is to express an opinion on the financial statements based on our audit.

We conducted our audit in accordance with Canadian generally accepted auditing standards. Those standards require that we 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 our opinion, these financial statements present fairly, in all material respects, the financial position of the board as at March 31, 2010 and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

M McKay + Associates
M. McKay & Associates Ltd.
Certified General Accountants

Whitehorse, Yukon
May 28, 2010

Communication Highlights

- 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.

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



General Statement of Revenue and Expenses
March 31, 2010

	<u>2010</u>	<u>2009</u>
Revenue		
Parks Canada	\$ 30,050	\$ 60,100
Government of Yukon	78,240	78,240
Government of Northwest Territories	78,000	108,000
Indian and Northern Affairs Canada	55,056	55,056
Fish and Wildlife Enhancement Trust	-	5,000
Other	11,960	1,873
Environment Canada	31,000	31,000
Deferred revenue realized	-	22,668
	<u>284,306</u>	<u>361,937</u>
Expenditures		
Administration	52,061	44,787
Consultants	7,254	10,086
Cumulative effects management	6,549	46,996
Equipment	-	2,113
Honoraria	70,176	58,728
Materials and supplies	25,971	27,034
Meetings, workshops and conferences	30,411	20,305
Office	12,579	30,099
Postage	-	615
Professional fees	15,741	15,699
Telephone	5,715	4,535
Training	-	-
Travel	43,101	39,262
Wages	8,750	11,270
	<u>278,308</u>	<u>311,529</u>
Excess of revenue of expenditures	<u>\$ 5,997</u>	<u>\$ 50,408</u>

Notes to the Financial Statement
March 31, 2010

1. Purpose of the organization

The 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 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.

It is exempt from income taxation under S. 149 (1)(f) of the Income Tax Act.

2. Significant accounting policies

Revenue recognition

The Board 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 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.

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. Contingencies

Final determination of amounts refundable, if any, to the funding agencies is contingent upon reviews by the funding agencies.

5. Comparative Figures

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

Schedule of Revenue and Expenditures

March 31, 2010

	<u>2010</u>	<u>2009</u>
Revenue		
Parks Canada	\$ 30,050	\$ 60,100
Government of Yukon	78,240	78,240
Government of Northwest Territories	78,000	78,000
Other	11,960	1,873
Environment Canada	31,000	31,000
	<u>229,250</u>	<u>249,213</u>
Expenditures		
Advertising and promotion	4,316	7,647
Bookkeeping	2,262	2,074
Meeting expenses	12,193	8,058
Honoraria	48,225	28,225
Office and miscellaneous	21,753	10,214
Student	7,743	-
Professional fees	1,254	636
Secretariat	48,278	46,381
Telephone and internet	3,233	2,158
Workshops	11,712	2,978
Travel and accomodation	39,357	30,241
Payroll	4,409	7,588
Cumulative effects management	6,549	46,996
	<u>211,282</u>	<u>193,196</u>
Excess of revenue of expenditures	<u>\$ 17,968</u>	<u>\$ 56,017</u>

Dempster Dust Project Statement of Revenue and Expenses

March 31, 2010

	<u>2010</u>	<u>2009</u>
Revenue		
Yukon Fish and Wildlife Enhancement Trust	\$ -	\$ 5,000
Student research	-	2,500
Materials and supplies	-	94
Photo sensors and equipment	-	2,113
	<u>-</u>	<u>4,707</u>
Excess of revenue of expenditures	<u>\$ -</u>	<u>\$ 293</u>

"1002" Intervention Statement of Revenue and Expenses

March 31, 2010

	<u>2010</u>	<u>2009</u>
Revenue		
Indian and Northern Affairs Canada	\$ 55,056	\$ 55,056
Expenditures		
Administration		
Office and miscellaneous	1,746	1,819
Web maintenance	5,000	5,000
Professional fees	3,000	3,998
Telephone	2,483	1,381
Core honoraria	13,950	14,000
Contractors		
Administration	6,150	5,996
Public information	9,225	8,993
Travel		
Conference participation/Harm mitigation	14,849	13,945
	<u>56,403</u>	<u>55,131</u>
Deficiency of revenue of expenditures	<u>\$ (1,347)</u>	<u>\$ (75)</u>

Harvest Management Statement of Revenue and Expenses

March 31, 2010

	<u>2010</u>	<u>2009</u>
Revenue		
Government of Northwest Territories	\$ -	\$ 30,000
Deferred revenue realized	-	22,668
	<u>-</u>	<u>52,668</u>
Expenditures		
Administration	2,460	19,913
Honoraria	-	5,050
Consulting	7,254	10,086
Travel	-	7,086
Accomodations	-	1,934
Per diems	-	792
Meetings and workshops	-	3,374
Postage and freight	-	615
Supplies	-	740
Telephone	-	997
Printing and copying	910	7,907
	<u>10,624</u>	<u>58,495</u>
Deficiency of revenue of expenditures	<u>\$ (10,624)</u>	<u>\$ (5,827)</u>

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 inter-

national 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.

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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.

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:

- "Allowable harvest" means that level of harvest of the Porcupine Caribou Herd in Canada as set pursuant to the terms of this Agreement.
- "Board" means the Porcupine Caribou Management Board established herein.
- "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.
- "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.
- "Harvest" means to shoot, kill, harm, capture, trap, or collect for any purpose, or to attempt to engage in such activities.
- "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.
- "Minister(s)" means the appropriate responsible Minister of the Government of Canada, Government of Yukon or Government of the Northwest Territories.
- "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 time of signing this Agreement and meets a reasonable residency requirement satisfactory to his native user community; or

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- (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;

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- (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.
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.

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- (b) The report of the Board may include, but is not restricted to, recommendations related to the following:
- annual allowable harvest;
 - categories and priorities of harvest allocations;
 - methods of harvest;
 - areas of harvest;
 - means of access;
 - seasons;
 - age and sex of Porcupine Caribou to be harvested; and
 - 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:
- food and clothing requirements of the native users;
 - usage patterns and levels of harvest by the native users;
 - ability of caribou and other wildlife populations to meet the subsistence requirements of the native users; and
 - 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

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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

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;

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.

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.

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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.