



**PORCUPINE CARIBOU MANAGEMENT BOARD
17TH ANNUAL REPORT 2002-2003**



CHAIR'S MESSAGE



Greetings.

Looking back over the past year at the Board's challenges and accomplishments, I believe we have come a long way.

We have been restructuring

and focusing on the health and habitat of the Porcupine Caribou Herd. We've been hearing from the communities that the decline of the herd is a major concern to them. As a result, we have been looking at a new management

plan and also a harvest management plan that will meet the needs of all users of the herd. In order to meet these needs, we believe that updating the Porcupine

Caribou Management Agreement is essential. The signatories to the Agreement have now agreed to move forward with this process that will give all equal opportunity to work together for the benefit of the caribou.

We are also working on coordinating the public consultation process with the Yukon Fish and Wildlife Board to better serve all Yukoners. The NWT government is also implementing Dempster Highway caribou hunting regulations that are compatible with the Yukon

regulations. Hunting regulations for the Dempster Highway area have been an ongoing struggle, however the user communities have started the process of coming together to try and resolve conflicting issues.

We have always stressed that communication is important to us as a management Board and we encourage feedback from the communities so that we can work more effectively for you.

Thank you to all those who have supported the Board over the past year.

Mussi-Cho, Joe Tetlich.

Hivuunniurutim Tuhaatqurangna Ahtitu!

Uukjupaq avluurualigikikput, aglaan ayuutuuralgualu gitchurut illuatun. Tututuit igligvikaangnat qaunaginiarlugu hivuniuqturut, qanuqitmaraataptauq illitchuriniarlugit, amigii amaaruutlu aarlatlu tututuruupmiut.

Innilannin tuhaaraqturut, tututuuq innugiarliihaina rqnivlugit quuliargartut. Tamaguat quliarrutingnit inuit hivuunniurutigihuugivut. Angnuuniatqatigii qanutun Angnulaatquyumavlugit hivuniurniaqarqtugut. Katimaruat attachimuurrutingn hivuniugutiniargait attuqatigii tuutuunig, innugiarlihainarmata tutut taitna hivuniuqaligitchut.

Drin gwiinzii!!

Jii nagwidadhat gwizhit jii gwitr'it geenjit nikhah nijidhaazhii ts'at nikhwigwitr'it gwiinli' goo jidii gwichii lagwidhiida'aii gwini'ii k'iighe' gwiinzii gehndoo neeniidijil nihthan.

Jidii gahdhiida'aii gwilat ijuk nagwidhaatsaii ts'at gwiyeendo jii nikwhivadzaai srii gwandaih hah nijin nahaa'oo gwa'an gwiinzii guk'atr'ahnahtyaa geenjit gwitr'it t'igwaa'ih. Nikhwinagoo'ee kaiik't gwits'at chan jii vadzaiah gwits'al leih kwaa needhaa ganiinji'gadhat chan

gwijiidatth'ak. Jii geh'an nits'oo nitr'aazrii, vadzaiah dahleii tr'ahdhahkhaa natr'igwahahtsaa danh nidhizrii kat datthak goovachii t'igwehdeenjaa gadiinjiidizhit. Looah gwiinzii juu digwiheedi'iaa ji' adai' geenjit tr'igwidinuutlloo, Porcupine Caribou Management Agreement vazhii, izhii ts'aii natr'idantl'oo ji' gwiraih srigwahaanjanah. Juudin adai' khelok geenjit doozri' dinuutl'oo kat tthak chan vadzaiah gwiinzii t'ihcech'aa geenjit khehlok gwitr'it

Yukonmiut ihumaalutiqarqapata nirrutikun, nagagaluunii iqaluktiguun, quliarvirangnitniq itqannairniarqtut. NWT governmenttauq maligaliurniartut ungnuniartinun apqutirpangnmi atthiniarlugit Yukonmiut maligaaliangnit. Maligaalia apqutirpangnmi illuigihuutaugaluaqtut, aglaan attautchimurutingn illuarqiniargaluaqtut.

Uqaqatiriitquyumagaluarqtugut hivuniurtaugapta nirrutikun, uqaqatigiigaptagii illuatun hivuniatlahurhurhuta.

Ukiupaq iggayuiruat quyanaargivut.

Quyannaini, Joe Tetlich.

natr'igwahahtsaa goovachii t'igwinuh.

Yukon gwizhit gwandaii kat tthak eenjit chan Yukon Fish and Wildlife Board (tuk chan gwit nin eenjit guk'anahtii kat) hah nikhah dinjii kat tthak oohadaakat chan gwaatsih. Northwest Territories gwichit nilii kat chan jii Yukon chit nilii kat nits'oo yee'an taii gwini'ee gwa'an nitr'aazrii geenjit law gahtsaii gwik'it chan edigint'eh law gahahtsaa juk geenjit gwitr'it t'igugwah'ih. Niizhuk jii taii gwini'ee (Dempster vataii) gwa'an nitr'aazrii srigwahaanjanah

gugoontrii goo juk at'ee juudin gwit'ajanhch'uu kat geenjit lenagaadal ts'at nits'oo gwiheezaa gugwitahtsaa goonkagintih.

Nikhah jidhaach'eii ts'at, (Board) gwiinzii nikhweenjit gwitr'it t'igwaha'iaa ji' at'at nikhwant'eh dadohnuu gwinjik akoo dihiidi'iaa shik nikhwaadinuu, tth'aih akoo dijiidinuuh.

Juudin jii nagwidadhat gwizhit nikhwits'at tr'iniinjik kat tthak, mahsi'choo nikhwaadinuh.

Mahsi' Choo
Joe Tetlich

THE BOARD 2002-2003



Joe Tetlich - Chair

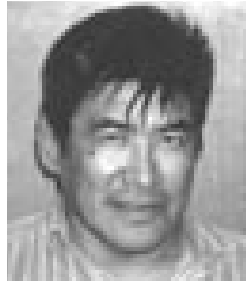
Joe has been chair since November, 1995. He was born and raised in Fort McPherson where he served as the Chair of the Tetlit Gwich'in Renewable Resource Council and Chief of the Tetlit Gwich'in First Nation. Joe is also a member of the International Porcupine Caribou Board and is the Old Crow Community Justice Worker. He presently lives in Old Crow with his wife and two sons.

MEMBERS

Frank Edwards

Vice-Chair, Gwich'in Tribal Council

Frank was born and raised in Aklavik. He has worked as a drug and alcohol coordinator and as Regional Coordinator for the Gwich'in Tribal Council. Frank is currently the Community Coordinator for the Nihtat Gwich'in Council in Inuvik.



Carl Charlie

Council of Yukon First Nations

Carl was born and raised in Old Crow. After attending Yukon College in Whitehorse, Carl moved back to Old Crow where he now works as Lands Manager for the Vuntut Gwich'in First Nation.



Frank Patterson

Council of Yukon First Nations

Frank was raised in Mayo and grew up with the help and knowledge of his elders. He has served on various boards and committees and has extensive knowledge of the final agreements. He continues to work with the elders and is actively involved with teaching youth the ways of the land. Frank works as a heavy equipment operator.



Clayton Gordon

Inuvialuit Game Council

Clayton has served on numerous boards and as the Chairperson for the Aklavik Community Corporation, the Aboriginal Peoples Television Network and the Aklavik Business Development Corporation from 2000-2002. He is now pursuing his degree in



ALTERNATES

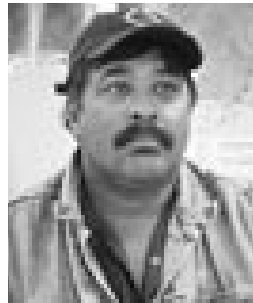
Robert Charlie

Born and raised in Ft McPherson, he attended school there and in Inuvik, and then electronic/electrical technical school in Fort Smith. He now works for Northwestel. Robert became Chairperson of the GRRB in 1994/1995 and has been involved with that organization since. He also sits on the Nihtat Gwich'in Council and the Gwich'in Tribal Council. He feels the caribou are an important resource, which the Gwich'in have been striving to protect for the past 15 years.



Dennis Frost Sr.

Dennis lives with his family in Old Crow where he runs a small business taking people to see the caribou and to experience how the people depend on the caribou. He has travelled to different parts of the north and appreciates his way of life in Old Crow. He feels that he can be a voice for the caribou at this critical time.



Gerald Buyck

Gerald was born and raised in Mayo where he is involved in the outfitting guide business. Gerald enjoys the outdoors and bush activities. He is also active with the Rangers Patrol in Mayo.



Larry Semmler

Larry was born in Aklavik, NWT and attended school in Inuvik, Yellowknife and Edmonton. After attending trade school to become a painter and decorator, he worked in the Yukon before moving back to Aklavik.



Larry passed away in a tragic accident, September 2002.



Vince Fraser
Tr'ondek Hwech'in First Nation

Vince was born and raised in Dawson. After working for YTG Highways on the Dempster Highway, he took a Renewable Resources course at Yukon College. He was the Johnnie Charlie Scholarship student for two summers. He was also the Director of Fish and Wildlife for the Tr'ondek Hwech'in First Nation. Vince now lives in Mayo where he is the Conservation Officer and Wildlife Technician for YTG Department of Environment.



Doug Larsen
Yukon Territorial Government

Born in southern Alberta, Doug went to University of Alberta, Edmonton for training in zoology. Moving to the Yukon in 1978, he took the moose management position with YTG. After 15 years as a moose biologist, he became YTG Chief of Wildlife Management. Doug joined the PCMB in 2001 as the Yukon representative. His background is in large mammal ecosystem management. Several years of his earlier career were spent in the Arctic. Currently he is the Yukon representative on the WMAC(NS). Doug and his three children live in Whitehorse.



Dorothy Cooley

Dorothy Cooley, was born and raised in Teslin, Yukon. She obtained her degree in Biology from the University of Alaska in Fairbanks and now works as the Regional Biologist for the Yukon Territory Government Department of Renewable Resources in Dawson.

Bob Lewis
Government of Canada

Bob has worked for many years for northern National Parks and Historic Sites in both the Northwest Territories and Yukon. He is currently based in Whitehorse and is the Superintendent of Vuntut National Park and the S.S. Klondike and Chilkoot Trail National



Allan Fehr

Allan is the superintendent of Parks Canada in the Western Arctic. He is based in the Inuvik office. He has also worked as an adult educator and biologist in Aklavik, and was the manager of the Inuvik Research Centre prior to moving to Parks Canada in 1998.

John Nagy
Government of Northwest Territories

For 14 years, John Nagy did population research on grizzly bears for Northwest Territories, Alberta and British Columbia. As well, he instructed Ecology and Wildlife Management at Lethbridge Community College for three years. In 1990, John became the Supervisor of Wildlife Management for NWT in Inuvik where he oversees the wildlife research program funded by the Inuvialuit Land Claim. John is a member of WMAC(NWT), alternate on the GRRB, member of the Tuktut Nogait National Park Management Board, member of the National Peary Caribou Recovery Team, and alternate on the International Porcupine Caribou Board.



Tim Devine

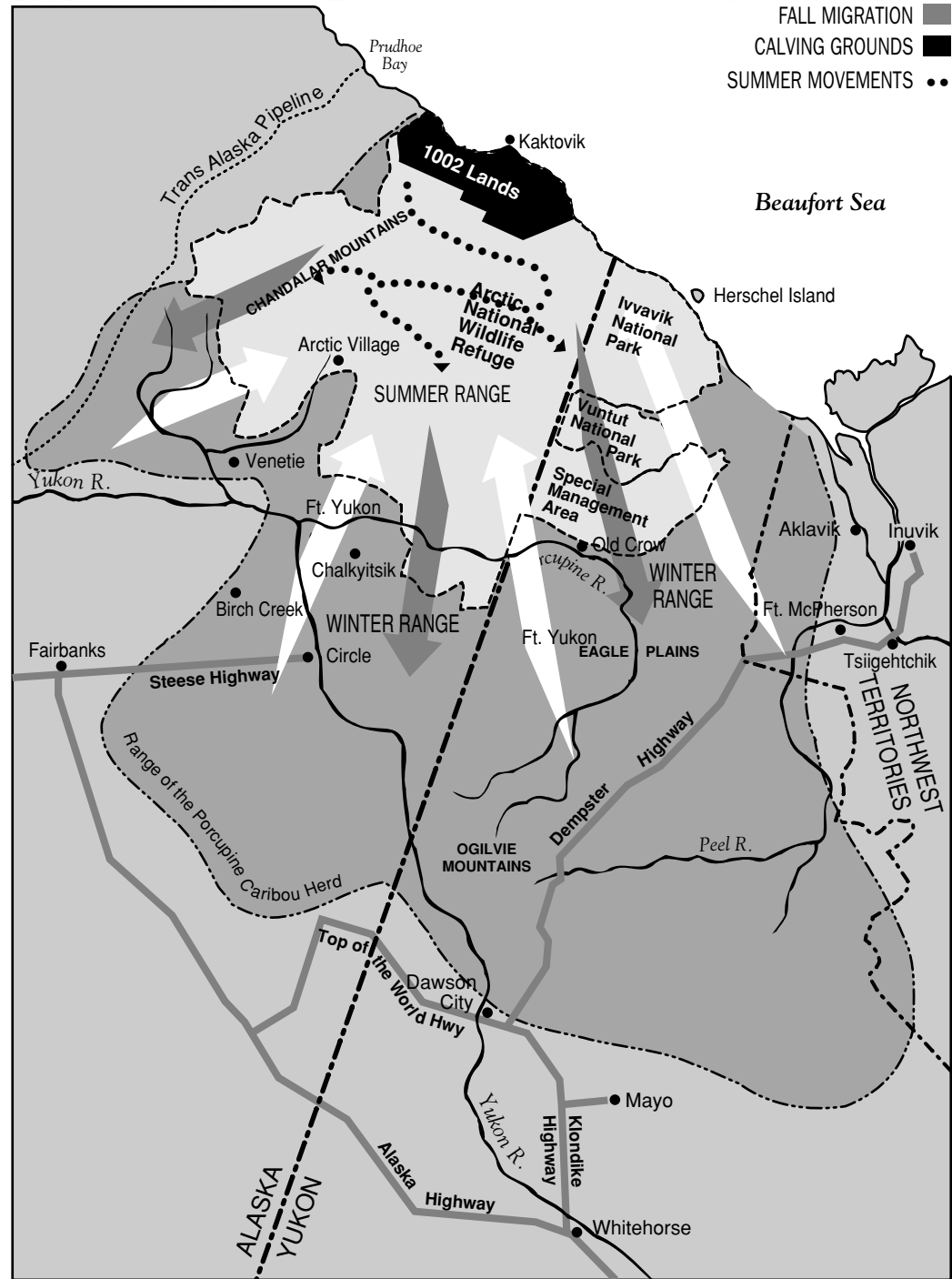
Since completing the Renewable Resource Technology Program in Fort Smith in 1988, Tim has worked as a Wildlife Technician, a Renewable Resource Officer, and a Regional Superintendent at various locations throughout the Northwest Territories. He now lives in Inuvik where he is the Manager of Wildlife and Fisheries for the Department of Resources, Wildlife and Economic Development.



THE CARIBOU

THE MIGRATORY RANGE

The Porcupine Caribou herd is the 8th largest herd of migratory caribou in North America. The range of the herd covers approximately 250,000 km² of Northern Alaska, Yukon and Northwest Territories. The herd's migration route between its winter ranges in Northeastern Alaska, the Northern Yukon and the Richardson Mountains in the Northwest Territories, where the caribou spend as much as eight months of the year, and its summer range in Northern Alaska and the Northern Yukon can cover up to 700 miles each year. Data from satellite-collared cows shows that they can travel as many as 150 kilometers a week over very rough terrain. This migration pattern takes them through 12 different management regimes, which complicates management of the herd. While the primary calving ground of the herd is on the Alaskan Coastal plain in the Arctic National Wildlife Refuge, some cows calve in the northern Yukon if weather conditions prevent them from getting to the Refuge. It is important to note that wherever they calve, all the caribou travel to the Refuge by early July as this area provides the best combination of nutrient-rich food, insect relief and fewest predators. Analysis has shown that although the Refuge constitutes only 5-10% of the



entire range of the herd, it is the most sensitive portion of the herd's range. The main threat to the continuance of the herd is the continuing potential of development within the calving ground. There is also an increasing need to continue studying

the cumulative effects of climate change, the risks of development on the winter range, hunting pressure, tourist viewing, and the impact of the Dempster Highway cutting through the migration route. Preliminary work has also begun to study the increased use of a

portion of the winter range in the upper Ogilvie Basin by Hart River caribou. Recent information has indicated that some Hart River caribou may have been harvested as Porcupine Caribou.



HERD SIZE

The last census of the herd conducted by the U.S. Fish and Wildlife Service in July 2001 estimated the population of the herd at 123,000. This showed a decrease of approximately 6,000 caribou since the previous census in 1998 or a 1.5% annual decrease between 1998 and 2001.

The herd experienced an increase of about 5% per year in the 80s but has been declining since then. In the early 90s there were three springs with cold weather and late thaws, which forced some of the cows to calve

enroute to their primary calving grounds in the Arctic National Wildlife Refuge. These conditions also forced the newborn calves to undergo harsh travel conditions which resulted in the survival rate of the calves at the end of June being lower than average. In years when the snowmelt is late and the cows are forced to calve outside of the Refuge, calf survival may be significantly lower. Spring was late again in 2000 and 2001 and it is estimated that of the approximately 50,000 calves born each spring, 40%

of these died by the end of June. In an average year 25% of the calves are lost in the first month. The calf survival rate at the end of June 2002 was 85%, which was better than in 2000 and 2001 but may not be high enough to stop the decline. The spring of 2003 had average weather conditions with less snow and warmer temperatures and it is expected that the migration and calving should be nearer to normal.

March 2003 fieldwork found 38 calves per 100 cows, which was higher than the 10-year average of 30-35

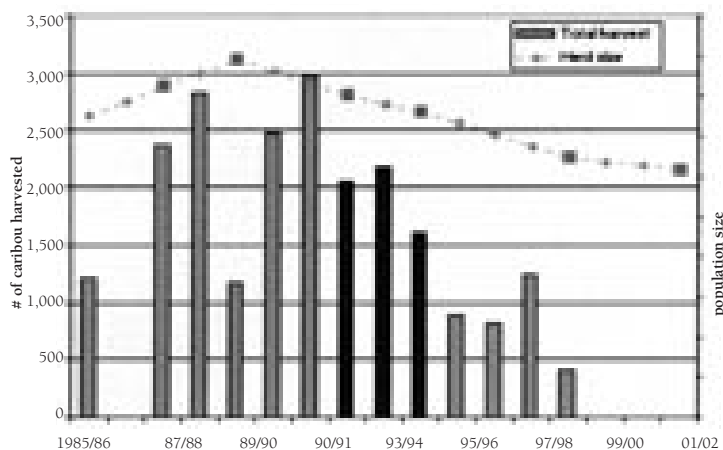
calves per 100 cows.

Even though it is not unusual for caribou populations to fluctuate, the continuing decline of the herd is a matter of concern and biologists and the Board are working to find ways to halt any further decline.

Including collaring deployment undertaken in March 2003 there are 115 active conventional collars and 11 satellite collared cows. Data received from collared caribou is needed to locate the herd for census purposes and track their migration.

TOTAL REPORTED HARVEST AND HERD SIZE

(harvest for 1986, 1999 to present not yet available. Dark points on the herd size line indicate census, dark bars for harvest indicate 3 years of most complete data)



HERD CONDITION

Body condition studies have been conducted on the Porcupine Caribou herd since 1987. Fieldwork done in March 2003 by the Yukon Department of Environment found the caribou in good condition.

Master's Degree student, Aedes Scheer, has been researching parasites within the herd. She collected tissue samples from 26 caribou during spring 2003 with the assistance of hunters from

Fort McPherson, Inuvik and Aklavik. She determined if the animals were pregnant, scored their body condition, performed nose bot, warble and cyst counts as well as collected fecal samples. Her final report will be completed by December 2003.

The low level of contaminants in the Porcupine Caribou herd remains unchanged.

HERD USE

Porcupine Caribou are harvested annually by Gwich'in, Inuvialuit, and Inupiat people from 17 communities on or near the herd's range. The migration patterns of the herd dictate whether or not the communities will have a successful harvest.

The Yukon check station was open from October 31 to December 1 with hunters reporting a very successful year. The NWT also operated a check station at the Peel River to distribute brochures and general information.

It was necessary for people from NWT communities to travel a fair distance from their communities to locate caribou last fall. Fort McPherson hunters were able to harvest caribou but not in great numbers. Hunting was more successful after the one-week closure, but then the caribou moved further south. Some caribou were taken in

the spring of 2003, but again they were some distance from the communities.

Old Crow harvesters had to travel long distances from the community in the fall of 2002 to find their caribou. The Vuntut Gwich'in First Nation in Old Crow again asked their harvesters to not take cows during the spring migration

The caribou had a normal winter dispersed widely throughout their winter range. They were reported as far south as km 74 on the Dempster Highway and all the way to Circle, Alaska. Discussions are continuing on how to deal with the overlapping of the Hart River herd with the Porcupine Caribou herd that has started to occur near the Dempster Highway. The Hart River herd is a small herd and it is believed that some of these animals are being harvested as Porcupine Caribou.



HARVEST DATA

Obtaining accurate harvest data remains a thorny problem, although harvest is believed to be well within estimated harvested surplus of 3% of the herd. Part of the problem in collecting harvest data is the number of different systems used to collect this data. In addition, some communities do not collect this data. The main predators of the herd are humans and wolves. It is estimated that wolves take between 3-5% while the actual human harvest is between 2-3% of the herd each year. About 15% of the herd dies from natural causes and there is some concern that wounding loss also accounts for further decrease in size.

In average years, the bulk of the harvest is in Canada, but if the herd winters in Alaska, the harvest patterns also change. The data is important is helping biologists and the Board make management decisions.

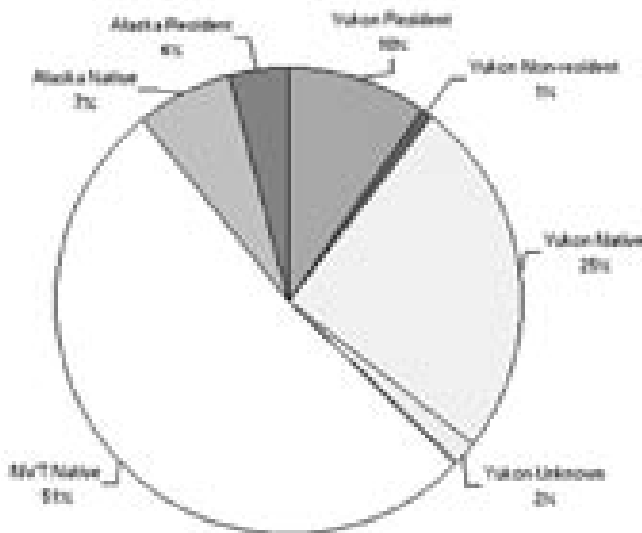
Sport and meat hunters from Fairbanks and Whitehorse also harvest the caribou in small numbers. As well, outfitters take a few with non-resident hunters.

A Caribou Harvesting Strategies and Sustainability Workshop sponsored by the National Science Foundation Sustainability of Arctic Communities Project and facilitated by Gary Kofinas was held in Inuvik on April 15 and 16, 2003. Using computer modeling, the goal of the workshop was to explore the effects of harvesting on the herd and provide the Board with options to examine during this time of declining herd numbers. One option which was shown to have the largest impact on the herd was to cut back on cow harvest.

The PCMB and the ad hoc Porcupine Caribou technical committee are continuing to explore the options presented.

AVERAGE ANNUAL REPORTED HARVEST BY USER GROUP

For the three years of the most completed data (1992, 93 & 94)



THE PEOPLE

SUMMARY OF BOARD ACTIVITIES

MEETINGS

In keeping with the communication strategy of the Board, the members try to meet in the PCH communities as often as possible. The community members are encouraged to attend the meeting. As well, the Board regularly holds a public meeting in conjunction with the regular PCMB meeting to encourage the residents to voice their concerns and to discuss current caribou-related issues. Additional special meetings were held to allow for community input to the discussions about revising the Dempster Highway caribou hunting regulations.

BOARD MEETINGS 2002-2003

April 18 and 19, 2002	Inuvik, NWT
June 24 and 25, 2002	Dawson, Yukon
October 22 and 23, 2002	Whitehorse, Yukon

DEMPSTER HIGHWAY MEETINGS

Dempster Highway Caribou Hunting Regulations General Review Meeting

April 16 and 17, 2002	Inuvik, NWT
-----------------------	-------------

Dempster Highway Subcommittee Meetings

April 17, 2002	Inuvik, NWT
June 22, 2002	Dawson, Yukon

CONFERENCE CALLS

Hiring Committee Conference Call

February 13, 2003

Dempster Highway Subcommittee

May 16, 2002

MANAGEMENT PLAN MEETINGS

October 24, 2002	Whitehorse Yukon
------------------	------------------



COMMUNICATIONS

The Board has worked for many years to have an effective communications strategy and communications plan. The 2002 Communication plan included:

- Annual Report
- Management Plan Review
- Summary Minutes (3)
- Meeting Summaries (3)
- Press Releases (3)
- Newspaper Columns (12)
- Community Caribou Updates (12)
- Safety Message Promotion (1) Blaze orange hats and toques with "Think Safety First"
- Chair toured PCH user communities, attended the Gwich'in Gathering and various other Board and community meetings
- Various media and press interviews throughout the year
- PCMB pens, hats and pins with co-management message



Joe Tetlich presenting a gift of thanks to departing board member James Roberts

Minister of the Environment  Ministre de l'Environnement
Ottawa, Canada K1A 0H9

MAY 13 2002

Mr. Joe Tetlich
Chairperson
Porcupine Caribou Management Board
Old Crow Yukon Y0B 1N0

Dear Mr. Tetlich:

I am writing to express my sincere thanks to you for meeting with me and my staff during our visit to Old Crow in April. The briefing you provided on behalf of the Porcupine Caribou Management Board was most informative and helpful. I particularly appreciated the input you provided on other issues of importance to the region. Your experience and insight were invaluable to me.

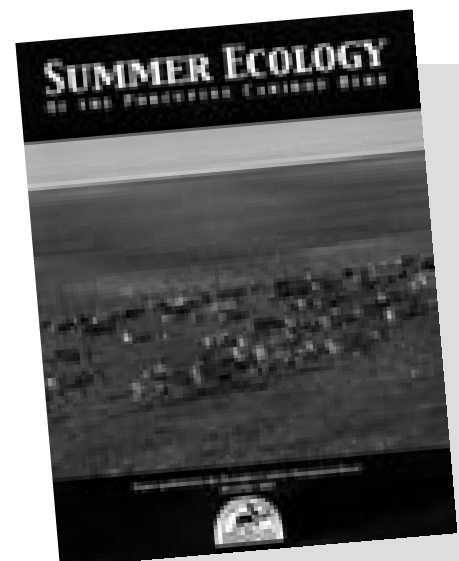
I enjoyed my visit to Old Crow tremendously and found it gave me a better understanding of the issues that the Board, Council and community are dealing with.

I look forward to a continuing and productive working relationship with you and the Porcupine Caribou Management Board.

Massi cho.



David Anderson, P.C., M.P.



EDUCATION

HUNTER EDUCATION AND CULTURAL CAMPS

• 11 communities/First Nations/schools in Northern Yukon and NWT held hunter education and cultural camps for youth with the help of elders and other resource people. The PCMB sponsored these camps with funding from the Walter and Duncan Gordon Foundation. The goals of the camps were to provide youth with training in outdoor skills, ethical hunting practices and traditional uses of caribou. These camps were well received by the participants.

CAMPS WERE ORGANIZED BY

- ✓ Tr'ondek Hwech'in First Nation
- ✓ Vuntut Gwitch'in First Nation
- ✓ Nihtat Gwich'in Council
- ✓ New Beginning School, Inuvik
- ✓ Aklavik RRC
- ✓ YTG, Department of Environment in Old Crow, Dempster Highway
- ✓ Chief Paul Niditchie School, Tsiigehtchic
- ✓ Robert Service School, Dawson
- ✓ Elders and Youth Committee, Fort McPherson
- ✓ Tet'lit Gwich'in Council
- ✓ Johnny Charlie Sr. Memorial Ski-Doo Trip

• The Board is sponsoring a caribou photo contest, which will close June 30, 2003.

• The interactive Internet project called Journey North again featured the migration of the Porcupine Caribou in the spring of 2003.

User community school children were encouraged to participate by following the migration and reporting any caribou sighting via the Internet project.

• The Board has continued to ensure that all user community schools have a selection of books on caribou, a wooden caribou puzzle, and the PCMB video series and the teachers' manuals, which will be updated in 2003.

• The Board has a website at www.pcmb.yk.ca. This website will be updated in the summer of 2003.

• A list of websites containing information about the herd is available for university students and others doing research.

• The Board published the "Summer Ecology of the Porcupine Caribou Herd" report.

JOHNNY CHARLIE SCHOLARSHIP STUDENT



The 2002/03 Johnny Charlie Scholarship student is Darcie Matthiessen, a student in the Natural Resources Program in Prince George. Darcie was also the recipient of the scholarship in 2002. She worked as a Wildlife Technician trainee with Dorothy Cooley, Regional Biologist in Dawson. Over

the summer she had the opportunity to work on caribou, bear, sheep and duck projects as well as write three "Caribou Update" columns.

She also spent a week on Herschel Island doing habitat studies. Darcie will be returning to complete her program this fall.





HUNTER EDUCATION AND CULTURAL CAMPS



DEMPSTER HIGHWAY



The Porcupine Caribou Management Board has been grappling with issues surrounding hunting near the Dempster Highway since its formation in 1985. Unfortunately, when the highway was built in the 1970s there was no consultation with the people who lived in the communities near the highway. Having an all-weather road through the migration path of a major caribou herd has brought many changes to the communities and to the methods used to harvest caribou.

The current caribou hunting regulations were legislated in the Yukon in 1999. The Northwest Territories has requested that all users voluntarily comply with the 500-meter corridor. Regulations have been passed to eliminate snow machine usage without adequate snow depth. Legislation has also been passed to ensure that the leaders in the

caribou herd are allowed to pass unhindered. The mandatory review process, which began in the fall of 2001, continued in 2002 with a General Dempster Highway Regulations meeting in Inuvik in April 2002. Representatives from all user communities and concerned groups attended this meeting. The Board had also struck a Dempster Highway Subcommittee consisting of representatives from all user groups. It was hoped that this committee would be able to develop recommendations from the communities. This committee met in Inuvik and Dawson but was not able to reach consensus on changes to the regulations.

A First Nations Summit meeting was held in Dawson in March 2003 sponsored by the user community First Nations. This meeting resulted in another inability to reach agreement on recommendations regarding any changes to current

regulations. The subcommittee, however, continues to deliberate on this issue.

Taking into consideration the difficulty of the situation regarding the recommendations and the inability of the user groups to come to a consensus, the PCMB recommended that cow season for residents and non-residents be shortened to three months. This recommendation, however, was varied by the Yukon Minister of Environment and sent to the Yukon Fish and Wildlife Management Board for public consultation, which took place in December 2002. The PCMB will be discussing how best to proceed at the first 2003 Board meeting in Whitehorse in April. The current caribou hunting regulations will remain in place until new recommendations are received by the Ministers of the Yukon and NWT and any new recommendations are reviewed and regulated.

The northern portion of the Dempster Highway was closed for one week to caribou hunting from the Eagle River bridge to the NWT border on the Yukon side and also on the NWT side to "let the leaders pass" from September 13 to September 20.

A second closure was put in effect from November 1 to November 8 on the southern portion of the Dempster Highway, as there were reports that large numbers of caribou were approaching the highway. As well, satellite collared caribou showed movements into Windy Pass. The caribou migrated as far south as Tombstone Park and south of the Hart River road but then started to move further north again. This closure provided wildlife viewers with a good opportunity to see the migration and obtain photographs of the herd.

SPECIAL MEETINGS/CONFERENCES

One of the Board's mandates is to disseminate information and to assist native users of the herd to participate in the herd's management. This is done through the participation of the Board in conferences, workshops and community meetings.



2002-2003

February	Meetings with Minister of the Environment, David Anderson, key staff of DIAND, Foreign Affairs and Environment	Ottawa	Joe Tetlich
February	Meeting with the Walter and Duncan Gordon Foundation President and staff	Toronto	Joe Tetlich
April	Meeting with Minister, David Anderson	Old Crow	Joe Tetlich
July	Gwitch'in Gathering, CYFN General Assembly	Old Crow	Joe Tetlich Carl Charlie
March	Community Tour	Inuvik, Fort McPherson, Aklavik	Joe Tetlich
March	First Nations Summit	Dawson City	Joe Tetlich Vince Fraser Frank Patterson

CONSERVATION AWARDS

These awards are presented by the PCMB to those people who contributed significantly to the preservation of the Porcupine Caribou herd and its habitat over the past year.

2002-2003 AWARDS

NATIONAL

Larry Bagnell,

Yukon Member of Parliament

David Anderson,

Minister of Environment, Canada

NORTHERN

Ken Madsen,

Caribou Commons, Walk to Washington project

INTERNATIONAL ISSUES

Opening the Arctic National Wildlife Refuge to development continues to be the biggest threat to the future of the Porcupine Caribou herd as this area is the primary calving ground of the herd. US President Bush's Republican administration has made the opening of the Arctic National Wildlife Refuge a corner stone of its energy agenda. In April 2002 an amendment by Senator Murkowski of Alaska to allow development was defeated. A joint House and Senate committee was formed to come up with a compromise Energy Bill, however progress was slow and elected officials turned their attention to the November mid-term elections. The November election gave President Bush an even greater majority in both the House of Representatives and the Senate. The 108th session of

Congress began in January 2003 and Wilderness bills to protect the Refuge were introduced in the House by Representatives Markey and Johnson and in the Senate by Senator Lieberman. The first months of 2003 saw a flurry of resolutions, budget bills, reconciliation committees and maneuvers designed to incorporate revenues from drilling in various bills. The outcome was that the Senate voted to take drilling revenues out of the budget. The House never included revenues from drilling in its budget. The House had included revenues in its Energy Bill and the Senate voted twice against drilling so work continues on the energy bill through the committee process. This has been a complicated process.

In keeping with the decision made in 2001 by the PCMB to concentrate its



efforts on pressing domestic issues, the Board continued to offer any assistance possible to the First Nations and other groups working to protect the Refuge and worked to produce educational materials and disseminate information to the northern user communities.

The Board commends the work of the Vuntut Gwitch'in First Nation, the Gwich'in

Steering Committee and the Alaska Coalition members as well as the many northern Native delegates who have worked so tirelessly to prevent development in the Refuge.



AUDITORS' REPORT

TO THE MEMBERS OF PORCUPINE CARIBOU MANAGEMENT BOARD

We have audited the balance sheet of Porcupine Caribou Management Board as at March 31, 2003 and the statements of surplus and revenue and expenses and cash flows for the year then ended. These financial statements are the responsibility of the Board's management. Our responsibility is to express an opinion on these 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 of 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 the 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, 2003, and the results of its operations and its cash flows for the year then ended in accordance with Canadian generally accepted accounting principles.

Whitehorse, Yukon
June 9, 2003

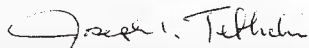


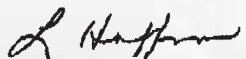
Chartered Accountants

**Porcupine Caribou Management Board
Balance Sheet March 31, 2003**

	2003	2002
ASSETS		
Current		
Cash	\$ 34,281	\$ 75,817
Accounts receivable	<u>17,185</u>	<u>12,695</u>
	51,466	88,512
Capital (Note 2)	<u>13,569</u>	<u>13,569</u>
	<u>\$ 65,035</u>	<u>\$ 102,081</u>
LIABILITIES		
Current		
Accounts payable and accrued liabilities	<u>\$ 11,753</u>	<u>\$ 14,036</u>
EQUITY		
Investment in capital assets (Note 2)	13,569	13,569
Surplus	<u>39,713</u>	<u>74,476</u>
	<u>53,282</u>	<u>88,045</u>
	<u>\$ 65,035</u>	<u>\$ 102,081</u>

Approved on behalf of the Board


Chair


Secretary/Treasurer

**Porcupine Caribou Management Board
Statement Of Surplus, For The Year Ended March 31, 2003**

	2003	2002
Surplus, beginning of year	\$ 74,476	\$ 15,042
Excess (deficiency) of revenue over expenses		
General	18,411	7,985
"1002" Intervention	<u>(53,174)</u>	<u>51,449</u>
Surplus, end of year	<u>\$ 39,713</u>	<u>\$ 74,476</u>

Porcupine Caribou Management Board
Statement Of Revenue And Expenses, For The Year Ended March 31, 2003
General

	2003	2002
Revenue		
Government of Canada	\$ 31,496	\$ 27,775
Government of Yukon	57,092	50,564
Government of North West Territories	38,000	38,000
Other	<u>5,826</u>	<u>7,344</u>
	<u>132,414</u>	<u>123,683</u>
Expenses		
Advertising	220	-
Capital assets	-	1,249
Communications	11,323	16,646
Game guardian project	3,000	2,549
Honoraria	23,649	22,175
Hunter education and camps	3,200	-
Management plan	-	1,544
Office and miscellaneous	4,429	6,559
Public information	4,007	1,461
Student	6,515	6,155
Professional fees	2,726	2,131
Secretariat	29,256	29,954
Telephone and internet	4,220	3,920
Training	-	4,800
Travel and accommodation	<u>21,458</u>	<u>16,555</u>
	<u>114,003</u>	<u>115,698</u>
Excess (deficiency) of revenue over expenses	<u>\$ 18,411</u>	<u>\$ 7,985</u>

Porcupine Caribou Management Board
Statement Of Revenue And Expenses, For The Year Ended March 31, 2003
“1002” Intervention

	2003	2002
Revenue		
Government of Canada	\$ 27,950	\$ 33,704
Walter and Duncan Gordon Foundation	<u>25,000</u>	<u>90,000</u>
	<u>52,950</u>	<u>123,704</u>
Expenses		
Administration	12,271	12,703
Conservation awards	-	209
Hunter education & cultural camps	66,850	-
Media and communications	3,676	140
Miscellaneous	54	121
Postage and printing	1,777	-
Professional fees	1,000	1,000
Public information	5,323	5,814
Telephone	1,593	1,464
Travel and honoraria	<u>13,580</u>	<u>50,804</u>
	<u>106,124</u>	<u>72,255</u>
Excess (deficiency) of revenue over expenses	<u>\$ (53,174)</u>	<u>\$ 51,449</u>

Porcupine Caribou Management Board
Statement Of Cash Flows, For The Year Ended March 31, 2003.

	2003	2002
OPERATING ACTIVITIES		
Excess (deficiency) of revenue over expenses	\$ (34,763)	\$ 59,434
Add (deduct) net change in non-cash working capital items	(6,773)	3,070
Add capital assets expensed	<u>-</u>	<u>1,249</u>
	(41,536)	63,753
INVESTING ACTIVITIES		
Purchase of capital assets	<u>-</u>	<u>(1,249)</u>
INCREASE (DECREASE) IN CASH	(41,536)	62,504
Cash, beginning of year	<u>75,817</u>	<u>13,313</u>
Cash, end of year	<u>\$ 34,281</u>	<u>\$ 75,817</u>

Porcupine Caribou Management Board
Notes To The Financial Statements, For The Year Ended March 31, 2003

1. Purpose of the organization

The 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

These financial statements have been prepared in accordance with accounting practices generally accepted in Canada. In preparing these financial statements management has made estimates and assumptions that affect the amounts reported. Actual results could differ from those estimates.

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 reasonably assured.

Capital assets

The full cost of capital assets is capitalized on the balance sheet in the year of purchase. Payments toward 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.

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:

a) Recommend a joint technical committee be formed to coordinate and report on research and monitoring of the Porcupine caribou herd.

b) Recommend an annual herd status statement be prepared by the Parties to 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:

a) 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.

b) 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:

a) Recommend the management agencies monitor habitat quality and land use throughout the range of the herd and report their findings to the IPCB.

b) 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.

c) 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:

a) Prepare, in consultation with users, a report identifying sensitive habitats and current management regimes, and report to management agencies.

b) Recommend each management agency, in consultation with users, review for adequacy their management regimes on sensitive habitats and update the IPCB when required.

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

IPCB Role: To advise on and recommend

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

IPCB Actions:

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 INUVIUT GAME COUNCIL, (hereinafter referred to as "IGC");

- and -

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

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

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

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

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

A. Definitions

In this Agreement:

1. "Allowable harvest" means that level of harvest of the Porcupine Caribou Herd in Canada as set pursuant to the terms of this Agreement.

2. "Board" means the Porcupine Caribou Management Board established herein.

3. "Conservation" means the management and use of Porcupine Caribou and its habitat which best ensures the long term productivity and usefulness

of the Herd for present and future generations.

4. "Habitat" means the whole or any part of the biosphere upon which the Porcupine Caribou Herd depends, including all of the land, water and air that it inhabits, crosses or utilizes at any time.

5. "Harvest" means to shoot, kill, harm, capture, trap, or collect for any purpose, or to attempt to engage in such activities.

6. "Management" means the methods and procedures which are necessary to ensure the health and protection of the Porcupine Caribou Herd and the maintenance of its habitat, which may include but are not limited to the following activities associated with wildlife and land management: law enforcement, research, census-taking, monitoring, public information, education and functions provided for in this Agreement.

7. "Minister(s)" means the appropriate responsible Minister of the Government of Canada, Government of Yukon or Government of the Northwest Territories.

8. "Native user" means a person whose entitlement to the subsistence harvest of Porcupine Caribou has been recognized by a native user community and who is:

(a) an aboriginal person who is a traditional user of the Porcupine Caribou or the descendant of such a person; or

(b) an aboriginal person who is a current user of the Porcupine Caribou at the time of signing this Agreement and meets a reasonable residency requirement satisfactory to his native user community; or

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

9. "Native User Community" means any one of the communities of Old Crow, Dawson, Mayo, Fort McPherson, Arctic Red River, Aklavik, Inuvik or Tuktoyaktuk and may also include such other new communities as may be determined through native user agreements in effect from time to time. The native users within these communities shall be represented by a Chief and Council, a Hunters and Trappers association or other appropriate native leadership body, including those bodies defined through the comprehensive land claims process.

10. "Parties" means the parties to this Agreement and may include their successors or assigns, as defined through the comprehensive land claims process or otherwise.

11. "Porcupine Caribou" means members of that herd of barren ground caribou which regularly bears its young in north-eastern Alaska and north-western Yukon and historically moves southward within Alaska, Yukon

and the Northwest Territories for the winter. Its Canadian range, the limits of which are defined within Yukon by current Yukon game management subzones, is generally depicted for Yukon and the Northwest Territories on the map attached as Appendix I to this Agreement.

12. "Preferential Right" means the right to harvest Porcupine Caribou for subsistence usage and to be allocated, subject to conservation and the terms of this Agreement, quantities of Porcupine Caribou sufficient to fulfill the native users requirements for subsistence usage before there is any allocation for other purposes, such right of allocation being provided for by the establishment, when necessary, of the allocation hereinafter referred to as the "native user allocation."

B. Objectives of the Parties

1. To co-operatively manage, as a herd, the Porcupine Caribou and its habitat within Canada so as to ensure the conservation of the Herd with a view to providing for the ongoing subsistence needs of native users;

2. To provide for participation of native users in Porcupine Caribou Herd management;

3. To recognize and protect certain priority harvesting rights in the Porcupine Caribou Herd for native users, while acknowledging that other users may also share the harvest;

4. To acknowledge the rights of native users as set out in this Agreement; and

5. To improve communications between Governments, native users and others with regard to the management of the Porcupine Caribou Herd within Canada.

C. Establishment of the Porcupine Caribou Management Board

1. The Government parties to this Agreement shall establish a Board, to be known as the Porcupine Caribou Management Board, to provide advice and recommendations to the Ministers.

2. Subject to paragraph 3(f) of this Part:

(a) The Board will always include representation from each of the parties to this Agreement.

(b) The Board will always contain equal Government and native representation and equal representation of native users from Yukon and the Northwest Territories.

3. Eight voting members shall be appointed within a reasonable time to the Board, as follows:

(a) Canada shall appoint one member to represent Canada;

(b) (i) Yukon shall appoint two members to represent Yukon;

(ii) CYI shall nominate two members to represent the native users of Old Crow, Dawson and Mayo;

(c) (i) GNWT shall appoint one member to represent GNWT;

(ii) The Dene/Métis* shall nominate one member to represent the Dene/Métis* native users or Aklavik, Inuvik, Fort McPherson and Arctic Red River;

(iii) IGC shall nominate one member to represent the Inuvialuit native users of Aklavik, Inuvik and Tuktoyaktuk;

(d) Upon receipt of notification from the parties, the Ministers shall confirm the nominations and appointments as required;

(e) The members of The Board shall be appointed for a term of five years, subject to the right of the parties to terminate the appointment of their respective appointees at any time and have Board members reappointed in accordance with the above terms of reference

(f) If, within a reasonable time, nominations or appointments are not made as provided for in this paragraph, the Board may discharge its responsibilities with those members who have been nominated or appointed.

4. (a) A majority of the members of the Board shall nominate from outside the membership of the Board a Yukon resident as the first Chairman and shall notify the Ministers accordingly;

(b) The Board shall determine criteria for the nomination of subsequent Chairmen;

(c) If agreement on nomination of a Chairman cannot be reached within a reasonable time, any party to this Agreement may refer the matter to a Judge of the Supreme Court of the Yukon Territory acting as an arbitrator under the provisions of the Arbitration Ordinance and if the Court shall not provide a Judge, then to an arbitrator under the provisions of the Arbitration Ordinance;

(d) The majority of the members of the Board shall confirm the acceptability of the Chairman as nominated and shall notify the Ministers of its confirmation;

(e) The Chairman shall have tenure for a term of five years and may, with the approval of the Board serve additional terms;

(f) Upon receipt of notification from the Board, the Ministers shall confirm the appointment or dismissal of Chairmen as required.

D. Duties of the Board

1. The Board shall establish and maintain communication with the native users of the Porcupine Caribou, between the native users of the Porcupine Caribou, between native users and Governments, among Governments and with other users, in order to assist in co-ordinated management and conservation of Porcupine Caribou and its habitat.

2. The Board shall determine the actions that are necessary to achieve the

APPENDIX TWO

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 of 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/Metis.

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

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

J. Allocations of Annual Allowable Harvest in Canada

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

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

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

(i) annual allowable harvest;

(ii) categories and priorities of harvest allocations;

(iii) methods of harvest;

(iv) areas of harvest;

(v) means of access;

(vi) seasons;

(vii) age and sex of Porcupine Caribou to be harvested; and

(viii) research study requirements related to the harvest.

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

(i) food and clothing requirements of the native users;

(ii) usage patterns and levels of harvest by the native users;

(iii) ability of caribou and other wildlife

APPENDIX TWO

populations to meet the subsistence requirements of the native users; and

(iv) projections of changes in caribou populations.

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

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

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

a) establish the total annual allowable harvest of Porcupine Caribou in Canada; and

b) determine the allocation of the annual allowable harvest in Canada for native users, taking into account the criteria set forth in paragraph 2(c) of this part and the reservation of two hundred and fifty (250) Porcupine Caribou referred to in paragraph 4 below.

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

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

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

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

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

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

7. The parties recognize the respective responsibilities of the Yukon Wildlife Management Board for all wildlife south

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

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

K. The Rights of Native Users

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

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

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

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

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

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

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

L. Commercial Harvest

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

2. Notwithstanding paragraph 1 above, native users may:

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

(b) subject to paragraphs 2(c) and 2(d) of this Part, sell caribou meat to

other native users who are unable to hunt by virtue of age, illness or other disadvantages or where there is an emergency situation when access for the hunting of caribou is not feasible for a native user community, provided that the money received for the sale does not exceed the reasonable expenses incurred.

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

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

(ii) categories of costs which may be considered reasonable expenses;

(iii) the circumstances that would create an emergency situation when access for the hunting of caribou is not feasible for a native user community.

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

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

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

M. Information

1. All parties to this Agreement agree to use their best efforts to provide the Board with all available information requested by it that is necessary to carry out its functions.

2. The Board may advise the parties on the adequacy of information provided to it by native users and others.

3. Subject to paragraph 4 of this Part, the Board shall provide available information upon request and may distribute its reports and recommendations to the public.

4. The Board will respect the confidentiality of such information provided to it on a confidential basis.

N. General

1. The parties hereto shall jointly and severally indemnify and save harmless the Board and the individual members thereof, against any and all liability, loss, damage, cost or expenses, which the Board, or its individual members jointly or severally incur, suffer or are required to pay as a consequence of any contract or other obligation lawfully undertaken in accordance with the terms of this Agreement.

2. All public reports, summaries or other documentation prepared or otherwise completed by the Board shall become the joint property of all parties hereto and any and all income derived therefrom shall be jointly shared among the parties in proportion to the expenditures incurred by each party generating such income.

3. The parties hereto agree to be bound by this Agreement, notwithstanding

subsection 14(2) of the Northwest Territories Act, R.S.C. 1970, and subsection 17(3) of the Yukon Act, R.S.C. 1970.

4. The Government parties to this Agreement will attempt to enact any laws and regulations that may affect the Porcupine Caribou Herd and its habitat in a manner consistent with this Agreement.

5. This Agreement may be amended following unanimous approval in writing by the parties hereto, and the Government parties agree to attempt to secure passage of any necessary legislation.

6. Those parties to this Agreement which are negotiating parties in comprehensive land claims shall act as soon as possible following the signing of this Agreement to incorporate this entire Agreement by reference, by means of sub-agreement or interim agreement, into the completed or ongoing Yukon Indian, Inuvialuit and Dene/Métis* comprehensive land claims respectively. If any consequential amendments to existing sub-agreements, interim agreements or overall agreements are required as a result of the signing of this Agreement, they shall be made no later than the time of incorporation by reference referred to herein.

7. It is the intention of the parties to this Agreement that its provisions not be used to interpret or derogate from the provisions of any comprehensive land claims settlement and that the provisions of any comprehensive land claims settlement not be used to interpret the provisions of this Agreement.

8. In recognition of the fact that the Porcupine Caribou Herd is an international resource with a substantial part of its habitat in Alaska, the parties agree that it is desirable to negotiate a Porcupine Caribou bilateral agreement following the completion of this Agreement. In recognition of the fact that the provisions of a bilateral agreement might involve aboriginal and treaty rights within the meaning of the Constitution Act, 1982, as well as the Legislative and management responsibilities of the territorial Governments and the Porcupine Caribou Management Board in its role, Canada agrees to consult with the other parties to this Agreement prior to and during the course of any such bilateral agreement negotiations.

9. For greater certainty, and pending compliance with paragraph 6 of this Part, as well as final settlement of the Yukon Indian, Inuvialuit and Dene/Métis* comprehensive land claims, it is intended that this Agreement shall come into full force and effect upon signature by the parties and that the Board shall carry out its functions in accordance with the terms of this Agreement.

APPENDIX 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.

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 ac-

count 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.