



PORCUPINE CARIBOU MANAGEMENT BOARD
18TH ANNUAL REPORT 2003-2004



CHAIR'S MESSAGE



Joe Tetlich - Chair

It has been an honour to serve the caribou and the caribou communities for another year. I am grateful to have had the opportunity to work with the other board members and share our concerns and ideas with them. They shared the views of their organizations and ensured the concerns of all the interested groups were well represented.

At the same time, when board decisions are made, all the board members are able to work for the best interest of the collective organization rather than just a particular interest within it. That is what makes this an excellent organization that serves the caribou and the users well. The meetings in the communities of

Whitehorse and Fort McPherson this year helped us connect directly with people in those areas, and it is always nice to receive the hospitality we get from the people there.

The caribou appear to be healthy. We look forward to a census next summer so we can have a fuller picture of the herd to guide us in the management plan we are preparing.

This past year was dedicated to more study and making the wealth of information we have accumulated widely available to the public. An updated Web site and teachers' manuals help the communities and the rest of the world understand the concerns of this herd. In addition, younger organizations still

learning to work within the co-management model can look to our board's structure and activities.

I have shared the knowledge and concerns of the Board internationally. I spoke in Washington, D.C., to interested Americans and Canadians about the role of the calving grounds in the herd's health. Elsewhere, I spoke about the herd, the use of traditional knowledge and co-management. All these efforts support the herd as well as contribute to conservation efforts generally.

Our goal is to see the herd thriving and supporting healthy communities. Although the herd is healthy, we must ensure the population stays at a sustainable level

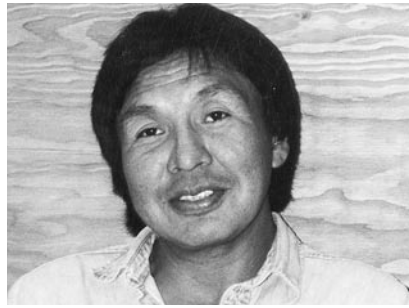
and ensure the range can support the herd. To avoid resorting to harsh and reactionary regulations guided by crisis, we are using good planning guided by sound traditional and scientific observations and careful consideration of everyone's needs now.

We look forward to another year of hard work. With good communication, continuing research and further public education, we look forward to ensuring the herd's population can flourish and the communities can prosper.

Mahsi cho.

Joe Tetlich,
Chair

THE BOARD 2003-2004



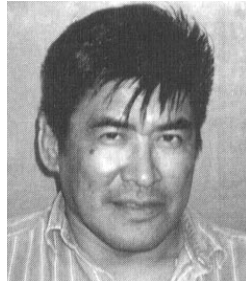
Joe Tetlich - Chair

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

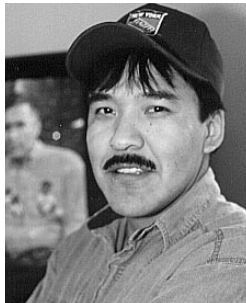
Frank Edwards Vice-Chair, Dene/Metis

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.



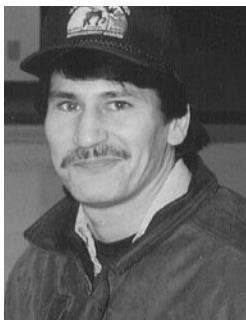
Frank Patterson* First Nation of Nacho Ny'ak Dun

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.



Gerald Buyck First Nation of Nacho Ny'ak Dun

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.



ALTERNATES

Robert Charlie

Born and raised in Fort 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.



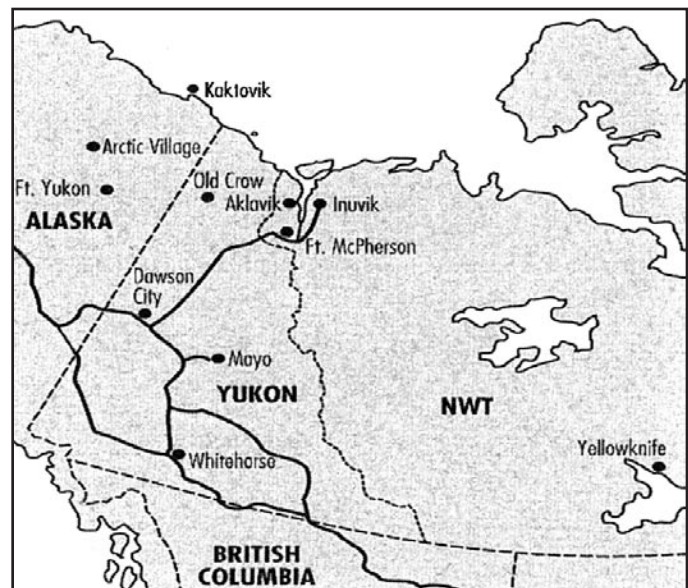
Dennis Frost Sr.

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.



Richard Moses

Photo and bio not available at press time.





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 Government of 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.



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 Business and a CGA Designation.



Shane Goeson

Inuvialuit Game Council

Photo and bio not available at press time.

Bob Lewis

Government of Canada

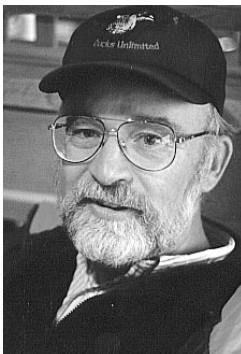
Bob has worked for many years for northern National Parks and Historic Sites in both the Northwest Territories and Yukon. He is currently based in Whitehorse and is the Superintendent of Vuntut National Park and the S.S. Klondike and Chilkoot Trail National Historic Sites.



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 Tuktu Nogait National Park Management Board, member of the National Peary Caribou Recovery Team, and alternate on the International Porcupine Caribou Board.



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.

Danny A. Gordon, Jr.

Photo and bio not available at press time.



Allan Fehr

Alan 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.



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.

* Members' terms expired during reporting period



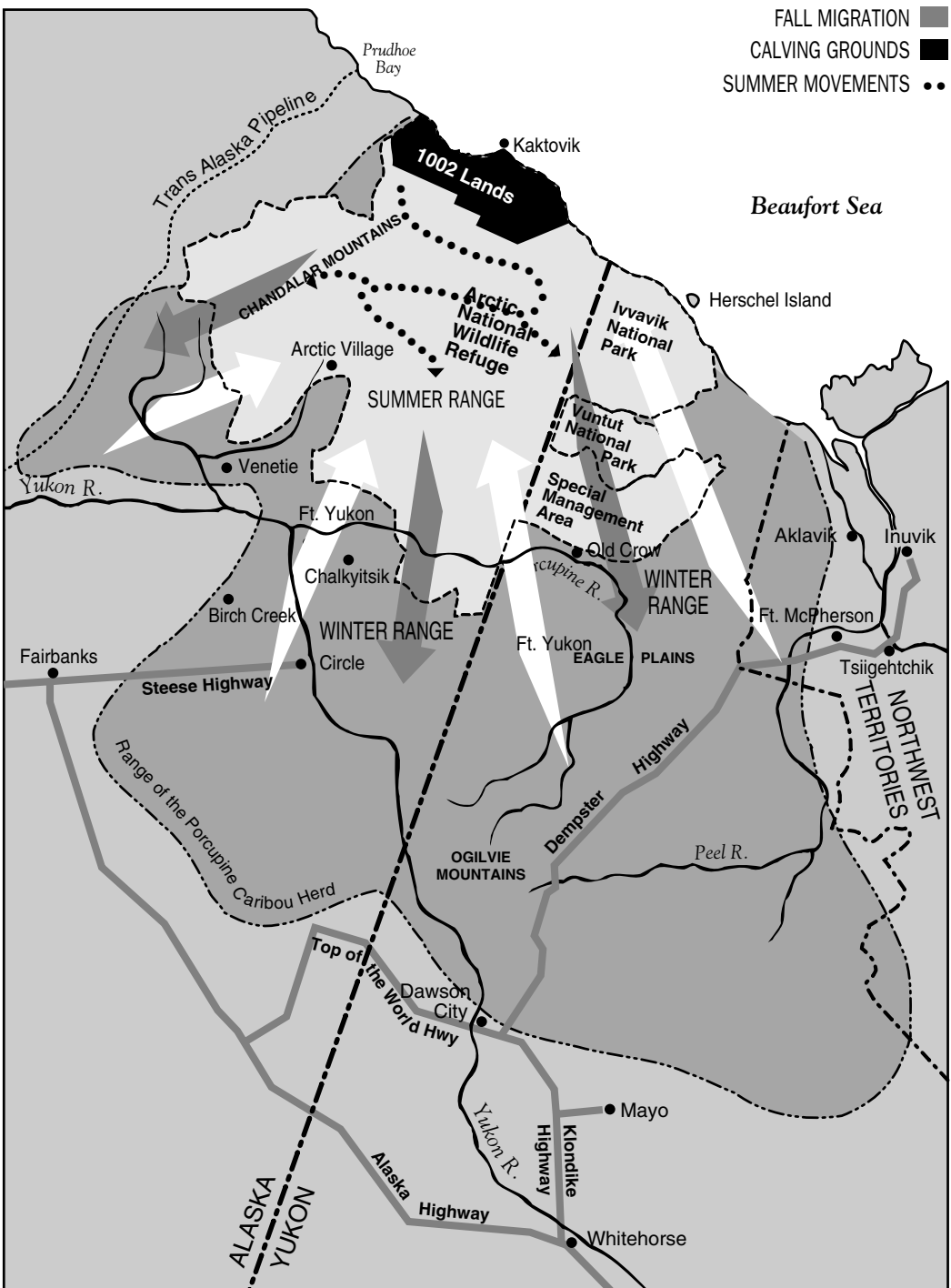
MIGRATORY RANGE

The range of the Porcupine Caribou herd covers the northern parts of Alaska, Yukon and Northwest Territories. It encompasses approximately 260,000 square kilometers.

The herd migrates between their winter ranges in northeastern Alaska, the northern Yukon and the Richardson Mountains in the Northwest Territories and their summer range in northern Alaska and northern Yukon. This migration pattern takes them through 12 different management regimes, including two countries, which makes management of the herd very complicated.

The primary calving grounds of the herd is on the Alaskan coastal plain in the Arctic National Wildlife Refuge. 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 declines significantly. After calving, the caribou often attempt to carry on to the coastal plain, and many calves drown along the way. As well, many calves and weakened cows



fall to predators when they are outside the calving grounds.

The caribou typically remain on the coastal plain until the end of July, when they break into smaller groups and move toward the Richardson Mountains

and the southern Brooks Range.

After first snows, the caribou typically move south of the tree line and toward the Porcupine River. They remain on the winter range for around eight months, scattering

throughout the Peel and Porcupine River watersheds in the Yukon as well as in northeastern Alaska.

After the 2003 calving season, Porcupine Caribou spread out for the summer from Arctic Village, Alaska, to the Richardson



Mountains west of Aklavik, Northwest Territories. The fall migration saw caribou crossing the Porcupine River both downstream and well upstream of Old Crow. The herd split into two areas with about 50,000 Porcupine Caribou wintering near Arctic Village, close to caribou from the Central Arctic Herd. The rest of the Porcupine Herd wintered between Old Crow and Dawson City. Snow depth was average or slightly above average at the eight stations along the Dempster Highway, and the six stations along the Yukon north coast showed below average snow depth. The spring 2004 migration started a bit late, but the caribou made it to the North Slope by calving time.

The Porcupine Caribou Management Plan directs researchers to maintain between 60 and 100 radio collars on the herd in order to locate them to do the various counts. Satellite collars are also maintained

on some of the Porcupine caribou. The locations from all radio collared caribou provide us with information on movement patterns and ranges used by caribou. The satellite collars provide a general idea of the timing of migrations and range use throughout the year. This information is distributed to the public by faxing maps of caribou locations to communities and by maintaining a web site (www.taiga.net/satelite/index.html).

This year, government of Yukon staff fitted five bulls and seven nine-month-old females, and Alaska government staff fitted two bulls and eight cows with conventional radio collars.

Five satellite collars, provided by the U.S. Fish and Wildlife Service, were deployed, as well. The batteries of two collars are expected to run out, but those caribou couldn't be captured. If their batteries are still functioning next March, another attempt will be made to refit them.

HERD CONDITION

Body condition studies have been conducted on the Porcupine Caribou herd since 1987. The Government of Yukon began monitoring regularly in 1992. In 2001, trained hunters were asked take measurements of the weight of the front shoulder and the depth of back fat and submit samples of the tooth, left kidney and leg bone. This information is matched with information on the date and location of the kill. Studies over the past several years have shown that the caribou herd is in generally good condition, and more information for the current year will become available this fall.

In January of 2004, Aedes Scheer, a Master's Degree student from Dawson City, Yukon, presented a report on

parasites and the Porcupine Caribou. Her study collected information from hunters and elders. Scheer determined that the presence of warble fly larvae did not significantly affect the probability of pregnancy. Her study concluded that ~~that~~ when cows are in good condition and not stressed the presence of warbles is unlikely to be detrimental.

The U.S. Fish and Wildlife Service is leading a three-year study to estimate the survival of adult caribou (three years and older) from late summer through late spring. This study will help determine whether there has been an increase in the number of adult caribou dying from natural causes and, if so, whether the current population decline is due to the lower survival rates.





HERD SIZE

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

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

In the '80s, an annual five-percent increase was observed. Since 1990, the herd has been in a slow but steady decline of around 1.5 percent annually.

Bad winters between 1990 and 1993 lowered rates of calf production and survival. Cold springs and

late thaws prevented cow caribou from making it to their customary calving grounds on the Alaska coast in the Arctic National Wildlife Refuge.

Between 1994 and 1998, the population dropped by about four percent per year.

The last census was in 2001. At that time, U.S. Fish and Wildlife Service estimated the population of the herd at 123,000. This reflects a 1.5 percent annual decrease between those years. The next census is scheduled for July of 2004.

There was a ratio of 32.8 calves per 100 cows this year. The ten-year average is 36.5 calves per 100 cows. This decrease, though, still leaves the herd in a position in which the population might begin to grow again.

The Government of

Yukon Department of Environment has started a project to estimate the survival of calves between nine months and three years of age. Computer models demonstrate that survival of young animals is very important to population dynamics of a herd and that small changes in survival rates can greatly affect population growth or decline. Calf survival of Porcupine Caribou was estimated only once before, when the herd was growing. It has been assumed calf survival has not changed since then. This study will provide a more current estimate while the herd is in a declining phase. The annual collaring program has been adjusted so that

a portion of the radio collars that are normally put out are deployed on short yearlings in March. The survival estimate for these young caribou will be determined using the same monthly flights that are done for the adult mortality study.

To help understand the factors affecting the population of the herd, the Board is supporting Dr. Gary Kofinas in his work designing a model to predict the effects of different variables such as climate change, migration route, disruption of calving grounds, insect harassment and parasites on the herd population. This model is expected to be a valuable resource in guiding future work of the Board.



HARVEST DATA AND HERD USE

The Board still struggles to collect accurate harvest data. Some communities still do not collect harvest data, while the others that do each use different methods, making amalgamation of the information difficult.

It is believed that hunting would not harm the overall population so long as the harvest is below three percent of the total size of the herd.

Despite the dip in population from 178,000 in 1998 to its current level around 123,000, the most reliable estimates of harvest do not exceed the three-percent threshold.

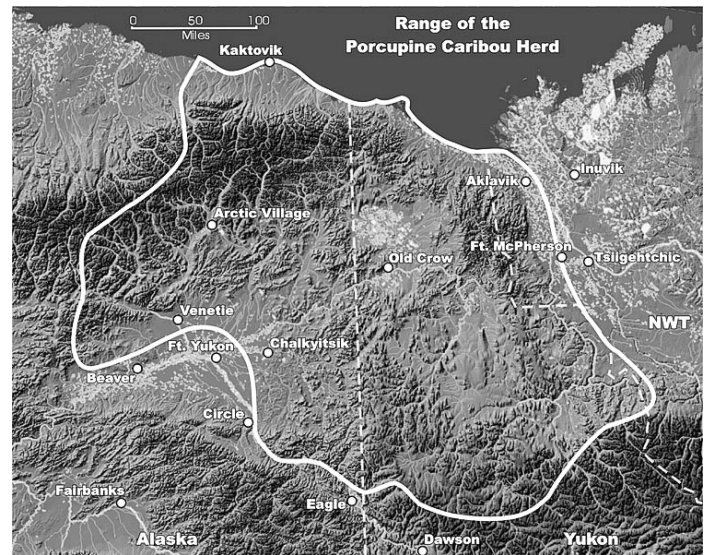
In addition to the numbers of caribou actually harvested, there are some caribou that die from wounds arising from hunting accidents. The Board continues to

address this problem with hunter safety campaigns. In addition to making hunting safer for humans, hunter education aims to reduce meat wastage. Targets to sight in guns and blaze orange toques and vests were distributed at the Dempster Highway Check Station on the Yukon side.

To protect the herd's ability to maintain its population, there were signs along the Dempster Highway requesting hunters to refrain from hunting cow caribou.

Wolves are the caribou's primary animal predator, and they take 3 to 5 percent of the herd each year. About 15 percent of the herd dies from natural causes each year, as well.

Porcupine Caribou are traditionally harvested by Gwich'in, Inuvialuit and Inupiat people from



17 communities on or near the herd's range. The migration patterns of the herd determine which, if any, communities will have a successful harvest.

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

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

In Yukon, it is mandatory that licensed hunters report their harvest to wildlife officials. Managers also have access to information collected in native harvest studies for Aklavik and the NWT Gwich'in. The Porcupine Caribou Management Board has requested that other First Nations in Yukon collect and submit the number of caribou harvested by First Nation hunters in order to better understand the effect, if any, of harvesting on the herd. During the 2003–04 season, a total of just under 500 caribou have been reported. This number does not include many sources of information yet and should be considered an absolute minimum number of caribou harvested.

The check stations in the Yukon were open between November 3 and December 7, 2003.



BOARD MEETINGS 2003-04

In keeping with the communication strategy of the Board, the members try to meet in the communities within the herd's range 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 meetings to encourage the residents to voice their concerns and to discuss current caribou related issues.

- A Board meeting was held on April 29 to May 1, 2003, in Whitehorse, Yukon
- A Board meeting was held on October 29 and 30, 2003, in Fort McPherson, Northwest Territories
- A Board teleconference was held on February 19, 2004.



LOCAL AND REGIONAL MEETINGS INCLUDED

• At the Gwich'in Tribal Council's Annual General Assembly, August 13 to 16, 2003, in Fort McPherson, the Chair, Joe Tetlich, provided an update to the Gwich'in communities on caribou related issues. This was an opportunity to consult with the Gwich'in Tribal Council on what kinds of recommendations the Board will be bringing to the ministers of the Yukon and Northwest Territories.

• The Chair and Secretariat met with Inuvialuit Game Council in Whitehorse to discuss issues of joint concern in October of 2003.

• An open house was held in cooperation with the Fish and Wildlife Management Board to deal with a proposed second one-week closure of hunting on the Dempster Highway to let the herd's leaders pass. This took place on December 2. Recommendations were made to the Minister of Environment arising out of this meeting, proposing that hunting should be restricted not just when the herd's leaders cross the highway the first time in the fall but also if the herd should cross a second time. This preserves the caribou's migration route and protects the wellbeing of the herd.

• In January, the Chair participated in the Caribou Commons Summit in Whitehorse, and this meeting resulted in the formation of a Caribou Coalition.

• The Chair and Secretariat met with the Yukon's Minister of Environment to discuss caribou related issues and board related issues.



• The Chair and Secretariat met on two occasions with the Council of Yukon First Nations leadership and once with the Grand Chief to discuss the background and current situation in relation to the possibility of amending the Porcupine Caribou Management Agreement to involve parties to the agreement that more appropriately reflect the body of constituent user communities in view of changes resulting from land claims and devolution.

• The Chair and Secretariat met with Yukon Fish and Wildlife Management Board's Chair to communicate regarding issues of common concern and determine an appropriate joint public consultation process.

One of the priorities of the Board has been to have an effective communications strategy and communications plan. This year's communications activities included:

- Annual Report
- Management Plan Review
- Meeting Summaries
- Press Releases
- Newspaper Columns
- Community Caribou Update Newsletters
- Safety Message Promotion: Blaze orange hats and toques printed with "Think Safety First" and PCMB logo were distributed to hunters on the Dempster Highway
- Chair toured Porcupine Caribou herd user communities and attended various other board and community meetings
- Various media and press interviews throughout the year
- Distribution of PCMB brochure
- The Board's website was updated with current information and graphics.
- The ongoing Satellite Collar Project is published on the Taiga Web site, including the location of the herd, with a two-week delay
- Distribution of pamphlets, pins, pens, and t-shirts at community meetings, speaking engagements and public information events

JOHNNY CHARLIE SCHOLARSHIP STUDENT



Darcie with Ranger Andy Tardiff and Big Bird, resident Long-tailed Jaeger on Herschel Island.

"Darcie Matthiessen was the Johnny Charlie Scholarship student again this year. Working with Dawson City's Regional Biologist Dorothy Coolie, Darcie spent a second summer working as a Wildlife Technician trainee. In addition to assisting in caribou and other animal studies, Darcie also wrote Caribou Update columns.

Darcie's position was funded in part by the Government of Yukon's Student Training and Education Program (STEP). The other portion is funded by the PCMB, by what we refer to as the Johnny Charlie Scholarship.



Throughout the summer I had the opportunity to work for the Porcupine Caribou Management Board as a Wildlife Technician trainee, supervised by Regional Biologist Dorothy Cooley. In my 12 weeks of work, I was involved in a variety of projects that taught me a great deal about wildlife management and ecology in the Yukon and in general, learned what daily life for a biologist is like (busy!)

In completing various projects, I have gained practical and first hand experiences that support what I am learning at University of Northern British Columbia in the field of wildlife management. This job has provided me with not only experience and information but also with resources that I may draw upon in a future career in natural resources management. For this, it has been an important stepping stone in my life and career.

I would like to thank PCMB for this amazing opportunity; I am eternally grateful. I look forward to seeing and learning yet even more about the caribou.

Thank you

Darcie Matthiessen

• A revised teacher's manual, funded by the Walter & Duncan Gordon Foundation, is being developed to help teachers to raise awareness about the herd, to introduce students to the challenges facing the herd, and to encourage stewardship. This will be distributed throughout the user communities and published on the Internet for world-wide downloading.

• The annual school poster contest was done

within all the herd's user communities. This raises awareness about the special concerns regarding the herd and to encourage stewardship. Winners were presented with PCMB t-shirts and books about the caribou, and all contestants were given either PCMB pins or pens to reinforce awareness and stewardship.

• Caribou Updates and columns in the Yukon News were directed at educating the public on caribou-related issues. They are archived on the

Web site.

• The Porcupine Caribou Management Board's Web site, which has been relatively unchanged for many years, is being redesigned with more current graphics and information. Environmental and political lobbying organizations all around the world have internet links to the PCMB's website, and keeping this site current and informative will provide a vital means for maintaining

an effective presence.

This site will be used as reference by students in the herd's user communities as well as students studying the North.

• The Board is a partner in the ongoing Satellite Collar Project, which involves regularly publishing information about the herd's migration patterns. Teachers in user communities are encouraged to use the Web site as part of their curriculum.

DRAFT SCOPING REPORT FOR THE PREPARATION OF A HARVEST MANAGEMENT STRATEGY

Walter & Duncan Gordon Foundation provided a \$6,000 grant for the preparation of a Draft Scoping Report for the Preparation of a Harvest Management Strategy in the Canadian Range of the Porcupine Caribou Herd. This grant covered approximately two-thirds of the cost.

This report will determine what steps need to be undertaken in developing a Harvest Management Strategy. When completed, it will guide the Board's decision-making, which must take into account an astounding number of factors. For example, the herd is affected by parasites, predators, availability of

food, contamination of food, human activity in the calving grounds and other parts of its range, hunting, and climate change. The herd's range covers 12 political jurisdictions. In addition to the federal governments of the United States and Canada, the herd's range includes the Territorial Governments of Yukon and Northwest Territories, as well as several First Nations governments. Given the multitude of factors combined with the number of stakeholders, a solid strategy is necessary to prevent confusion and mismanagement. To address that concern, the Board contracted Lindsay Staples of NorthWest

Resources Consulting Group to prepare a Draft Scoping Report for the Preparation of a Harvest Management Strategy.

The Harvest Management Strategy will be designed to empower all the herd's stakeholders in a creative, locally developed solution to the challenge of managing the harvest while weighing the needs of all interested organizations and communities. Areas to be addressed will include: protection of the herd, protection of First Nations harvesting rights, jurisdictional roles and relationships, user conflicts, facilitating the preservation of traditional harvest practices,

conservation thresholds/ harvest restrictions, harvest allocation, and regulation/enforcement. Because co-management is a relatively new phenomenon, this kind of comprehensive plan may be held out as an example for other organizations worldwide.

This scoping report is just the first step in a long process, but each step will benefit the Board, the caribou and the communities that rely on the herd, as communication and education will be ongoing throughout the plan's development.

The scoping report will be completed and presented to the Board in the new fiscal year.

DEMPSTER HIGHWAY



Hunting has been restricted along the Yukon portion of the Dempster Highway since the fall of 1999. This includes a ~~one~~ one-week hunting closure to let the leaders of the herd pass. This year, the highway was closed between November 5 and November 12. This regulation was implemented, based on traditional knowledge and practices that allow the leaders to be protected so that the migration of the herd is not negatively affected by hunting activity.

In some years, the caribou arrive at the north end of the highway well before they migrate to the south end, referring to a natural divide of the highway at the Ogilvie River. When this migration pattern happens, the herd

would benefit from a second hunting closure to ensure that the leaders are protected in this kind of migration pattern. Often, two closures would not be necessary. But when the herd crosses the highway twice, the leaders need protection both times.

In a public consultation campaign utilizing the Fish and Wildlife Management Board's process, interested persons in Yukon communities provided their input to the Board. The Board believes that when the public understands the rationale for the closure they are generally supportive of the proposal. Based on the information received in these meetings and on the recommendations of the Board members at a meeting in Fort

McPherson last April, the Board made the official recommendation to Hon. Jim Kenyon, the Yukon's Minister of Environment, that the current regulation be amended to include a provision that allows for a second one-week closure in years that the Board deems it necessary to protect the leaders of the herd. These recommendations are still being discussed.

Snow-machine use along the Dempster Highway was opened on October 31, 2003, from the Ogilvie River to the Yukon-NWT border. South of the Ogilvie River, the opening date was November 14.

The Dempster Highway Visitor and Caribou Hunter Survey for 2003-04 resulted in 86 questionnaires being returned, 81% of which

were from non-native hunters. Compliance with regulations was reported by 76% of the respondents. Most of the respondents, 87%, reported satisfaction with the one-week hunting closure, and some comments suggested an interest in the closure being longer. While 81% reported satisfaction with the corridor, there were reports that it should be longer. Concerns were expressed about snowmobiles chasing the caribou away, but 69% reported satisfaction with hunting activity and 73% reported satisfaction with the rules for snow machine use. The lowest levels of satisfaction were reported relating to cow season. Most comments expressed a wish for increased restrictions or a complete ban on cow harvest.

SPECIAL MEETINGS/CONFERENCES

The highlight of the year was the Wilderness Week activities. The Chair and the new Secretariat joined members of the Alaska Coalition to meet with government officials and staff in February of 2004 to provide education about the calving grounds. On the same trip, they also made educational visits to federal government representatives and their staff in Ottawa.

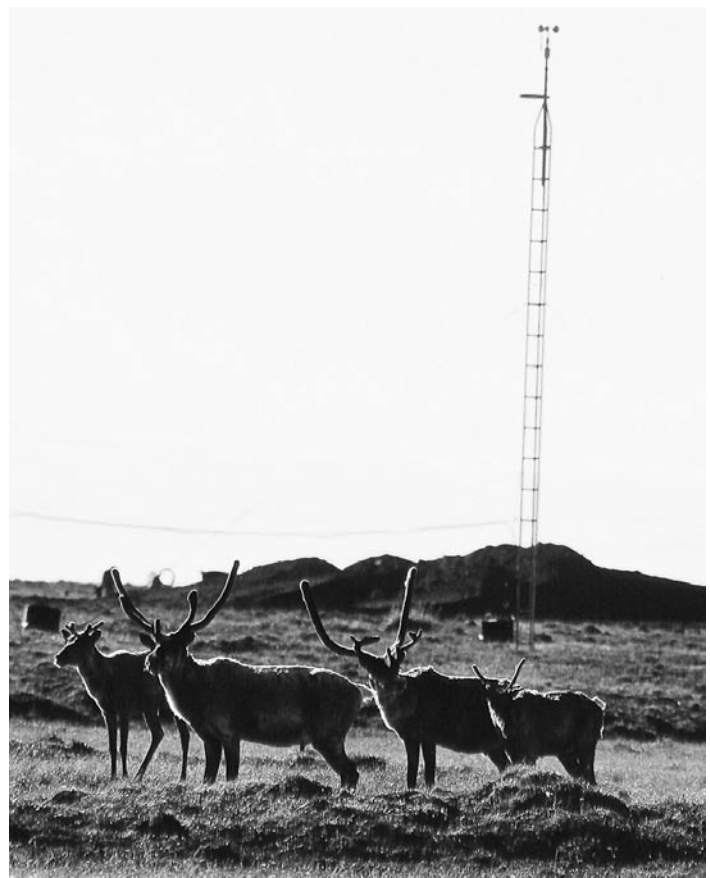
- In Washington, D.C., the Chair and Secretariat attended a three-day educational workshop on effective lobbying and a briefing on current environmental issues in the North.

- The Chair gave opening comments

to the delegation of environmental lobbyists. He participated in a panel discussion ~~and~~ issues related to the Porcupine Caribou herd and other environmental issues in the North.

- The Canadian Consulate hosted a reception for the delegation to the Wilderness Week activities, and the Chair addressed the delegation regarding the herd and conservation issues as well as the importance of the permanent protection of the calving grounds for the survival of the herd.

- In Ottawa, the Chair and Secretariat attended a reception with Department of Foreign Affairs and International Trade officials



and obtained ongoing Canadian support for the protection of the calving grounds, located in American lands. The Chair presented the opening comments at the reception.

The Board was represented in other national and international engagements, as well.

- The Chair made a presentation at the Sustainability of Arctic Communities meeting in Wyoming. The Chair presented an aboriginal perspective regarding local and traditional knowledge and how that can be incorporated with scientific information.

- The Chair participated in the Aboriginal

Traditional Ecological Knowledge Workshop, hosted by Environment Canada in Nova Scotia in August 2003. Meeting delegates discussed ways of incorporating traditional knowledge into management systems, how the PCMB does this, how well it works and what challenges exist in bringing together traditional and scientific knowledge. Scientific knowledge is used extensively and is respected as authoritative, ~~and~~ traditional knowledge doesn't have the same recognition ~~so~~ there is great interest in raising the profile of traditional knowledge and raising its value.





AUDITORS' REPORT

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, 2004 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, 2004, 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
August 9, 2004

Held Markula
Chartered Accountants



PORCUPINE CARIBOU MANAGEMENT BOARD

BALANCE SHEET

MARCH 31, 2004

| | <u>2004</u> | <u>2003</u> |
|--|------------------|------------------|
| ASSETS | | |
| Current | | |
| Cash | \$ 24,886 | \$ 34,281 |
| Accounts receivable | 18,780 | 17,185 |
| Prepaid expenses | <u>3,599</u> | <u>-</u> |
| | 47,265 | 51,466 |
| Capital (Note 2) | <u>1,547</u> | <u>13,569</u> |
| | \$ <u>48,812</u> | \$ <u>65,035</u> |
| LIABILITIES | | |
| Current | | |
| Accounts payable and accrued liabilities | \$ <u>17,101</u> | \$ <u>11,753</u> |
| EQUITY | | |
| Investment in capital assets (Note 2) | 1,547 | 13,569 |
| Surplus | <u>30,164</u> | <u>39,713</u> |
| | <u>31,711</u> | <u>53,282</u> |
| | \$ <u>48,812</u> | \$ <u>65,035</u> |

APPROVED ON BEHALF OF THE BOARD:

Joseph L. Telford
Chair

Dmdermke
Secretary/Treasurer



PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF SURPLUS

FOR THE YEAR ENDED MARCH 31, 2004

| | <u>2004</u> | <u>2003</u> |
|--|------------------|------------------|
| Surplus, beginning of year | \$ 39,713 | \$ 74,476 |
| Excess (deficiency) of revenue over expenses | | |
| General | (2,343) | 18,411 |
| "1002" Intervention | <u>(7,206)</u> | <u>(53,174)</u> |
| Surplus, end of year | \$ <u>30,164</u> | \$ <u>39,713</u> |

PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF CASH FLOWS

FOR THE YEAR ENDED MARCH 31, 2004

| | <u>2004</u> | <u>2003</u> |
|---|------------------|------------------|
| OPERATING ACTIVITIES | | |
| Excess (deficiency) of revenue over expenses | \$ (9,549) | \$ (34,763) |
| Add (deduct) net change in non-cash working capital items | 154 | (6,773) |
| Add capital assets expensed | <u>1,547</u> | <u>-</u> |
| | (7,848) | (41,536) |
| INVESTING ACTIVITIES | | |
| Purchase of capital assets | <u>(1,547)</u> | <u>-</u> |
| INCREASE (DECREASE) IN CASH | (9,395) | (41,536) |
| Cash, beginning of year | <u>34,281</u> | <u>75,817</u> |
| Cash, end of year | \$ <u>24,886</u> | \$ <u>34,281</u> |



PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED MARCH 31, 2004

GENERAL

| | <u>2004</u> | <u>2003</u> |
|---|-------------------|------------------|
| Revenue | | |
| Government of Canada | \$ 27,775 | \$ 31,496 |
| Government of Yukon | 49,500 | 57,092 |
| Government of North West Territories | 38,000 | 38,000 |
| Other | <u>7,563</u> | <u>5,826</u> |
| | <u>122,838</u> | <u>132,414</u> |
| Expenses | | |
| Advertising | 854 | 220 |
| Capital assets | 1,547 | - |
| Communications | 6,090 | 11,323 |
| Game guardian project | 1,500 | 3,000 |
| Honoraria | 26,000 | 23,649 |
| Hunter education and camps | - | 3,200 |
| Management plan | 2,267 | - |
| Office and miscellaneous | 5,081 | 4,429 |
| Public information | 7,632 | 4,007 |
| Student | 6,323 | 6,515 |
| Professional fees | 2,726 | 2,726 |
| Secretariat | 34,331 | 29,256 |
| Telephone and internet | 3,474 | 4,220 |
| Travel and accommodation | <u>27,356</u> | <u>21,458</u> |
| | <u>125,181</u> | <u>114,003</u> |
| Excess (deficiency) of revenue over expenses | \$ <u>(2,343)</u> | \$ <u>18,411</u> |



PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF REVENUE AND EXPENSES

FOR THE YEAR ENDED MARCH 31, 2004

"1002" INTERVENTION

| | <u>2004</u> | <u>2003</u> |
|---|-------------------|--------------------|
| Revenue | | |
| Government of Canada | \$ 31,950 | \$ 27,950 |
| Walter and Duncan Gordon Foundation | 17,000 | 25,000 |
| Reimbursement of expenses | <u>624</u> | <u>-</u> |
| | <u>49,574</u> | <u>52,950</u> |
| Expenses | | |
| Administration | 5,900 | 12,271 |
| Advertising and promotions | 1,445 | - |
| Bad debts | 4,145 | - |
| Consultants | 7,448 | - |
| Education | 10,158 | - |
| Hunter education & cultural camps | - | 66,850 |
| Media and communications | 1,262 | 3,676 |
| Miscellaneous | 39 | 54 |
| Postage and printing | 1,247 | 1,777 |
| Professional fees | 1,000 | 1,000 |
| Public information | 5,607 | 5,323 |
| Telephone | 931 | 1,593 |
| Travel and honoraria | <u>17,598</u> | <u>13,580</u> |
| | <u>56,780</u> | <u>106,124</u> |
| Excess (deficiency) of revenue over expenses | \$ <u>(7,206)</u> | \$ <u>(53,174)</u> |



PORCUPINE CARIBOU MANAGEMENT BOARD

NOTES TO THE FINANCIAL STATEMENTS

FOR THE YEAR ENDED MARCH 31, 2004

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 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:

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

(c) a predator management plan in respect of the Porcupine Caribou Herd, provided that no such plan shall be put into effect until the Minister has consulted with the Board;

2. The Board may also:

(a) review and recommend development of Porcupine Caribou research proposals;

(b) review available information and recommend further research where there appears to be a need;

(c) review and recommend methods of data collection and presentation;

(d) review the conservation and management of the Porcupine Caribou Herd and its habitat and make appropriate recommendations so as to ensure that productivity is maintained; and,

(e) recommend criteria according to which non-native subsistence users may qualify to share in the native user allocation from the Porcupine Caribou Herd, if the affected native user community approves.

3. (a) Because of the dependence of caribou on its habitat, the Board may make recommendations to other boards and agencies, as well as to the Minister, on land use planning and land management throughout the Canadian range of the Porcupine Caribou Herd or any portion of it. Recommendations of measures to ensure the conservation and protection of habitat shall include, but are not limited to, measures related to specific projects, plans or activities which may:

(i) impede, delay or disrupt Porcupine Caribou movements, affect behavioural patterns or reduce productivity;

(ii) affect Porcupine Caribou habitat; or

(iii) affect interactions between native users and Porcupine Caribou;

(b) The Board may also identify sensitive habitat areas requiring special protection and recommend measures to protect such areas.

F. Minister's Responsibilities

1. The Minister shall consider the recommendations of the Board and report his decisions or comments in a timely manner. The Minister shall, within thirty days of receipt of recommendations, either provide the Chairman with his response or, where he is not able to respond fully, he shall so inform the Chairman and advise him when his full response will be provided. When advised by the Board that an emergency situation has arisen and that a decision on a recommendation is necessary forthwith, the Minister shall govern himself accordingly.

2. The Minister may consult with the Board on any matter related to the Porcupine Caribou and its habitat.

3. Recommendations of the Board shall be submitted in writing to the Minister.

4. If the Minister disagrees with a recommendation or any part thereof, he shall refer the matter back to the Board for reconsideration with due consideration for any time schedule imposed by any statutory or regulatory requirements.

5. Where, as the result of a matter being referred back to the Board recommendations are submitted, the Minister may accept or reject the recommendations in whole or in part.

6. Where the Minister rejects a recommendation in whole or in part, he shall provide the Board with reasons therefore.

7. Where it appears to the Minister that an emergency situation has arisen which affects the well being of the Porcupine Caribou or its habitat, and where time does not permit consultation with the Board, the Minister may take such action as is necessary before consulting with the Board.

8. Where emergency action has been taken pursuant to paragraph 7 above, the Minister shall forthwith inform the

Chairman and solicit the continuing advice of the Board.

G. Proceedings of the Board

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

(a) thirty days' notice of meetings shall be given by mail, telephone, telegram or other appropriate means;

(b) the Board shall establish its own quorum;

(c) decisions of the Board shall be by consensus wherever possible, and shall always require a majority vote in favour, with each member having one vote;

(d) the Board may decide that alternates be appointed to represent members when they are unable to attend Board meetings and shall establish the terms and conditions of the appointments. If it is decided that alternates are necessary, the parties shall each appoint alternates forthwith according to the terms provided for the appointment of Board members in Part C of this Agreement;

(e) the Chairman shall, in the event of a deadlock or tie vote, be responsible for resolving the disagreement of the Board and shall, where necessary, cast the deciding vote on any issue which cannot otherwise be resolved;

(f) the Board shall hold formal meetings at least twice yearly unless it decides otherwise;

(g) the Board shall keep summary minutes and records of all its meetings and circulate them to its members;

(h) the Board may establish and instruct such committees as it deems necessary to carry out its functions.

H. Board Secretariat

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

I. Finances

1. Subject to the terms and conditions of this Agreement and to funds being appropriated by legislative authority on an annual basis the Government parties shall fund reasonable costs of the Board and Secretariat in equal portions and in such amounts as agreed annually, to ensure the Board and Secretariat functioning in a manner herein stated.

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

(a) any salary or honorarium, and all travel, accommodation and related expenses incurred while working on Board activities, paid to the Chairman, provided that same is in accordance with Treasury Board guidelines;

(b) the production of an annual report

and its distribution;

(c) a modest technical review capability in respect of primary research conducted by Governments and other sources;

(d) the production of information or educational material, such as newsletters; and

(e) such other costs as the funding parties may agree upon.

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

I. 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 Wemecke 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.