



**PORCUPINE CARIBOU MANAGEMENT BOARD
19TH ANNUAL REPORT 2004-2005**



CHAIR'S MESSAGE

I am honoured to have served the caribou and the caribou users again this year. It is always a pleasure to work with this board. The members are all a privilege to work with, and I feel very connected with all the communities as we use their input to guide our decisions.

Reports from hunters and biologists suggest that the caribou are still healthy. Because of the forest fires, biologists were again unable to conduct a count of the herd. Hopefully, next summer a census can be done. With that information, we will be better informed when we are making decisions. It is crucial information for the management plan we are developing.

Again this year we have focused on public education. Our [Web](#) page was further updated, and our teachers' manual project was so successful that we expanded its distribution.

I went out on the Dempster Highway for a long weekend during the spring hunt. There I met with hunters and discussed conservation and safety with them. I found they were all very responsible and open to learning more about how they can hunt respectfully of hunters and caribou.

I have shared the knowledge and concerns of the Board internationally. I went to Girdwood, Alaska, to attend the North American Caribou Conference. Our Secretariat



Joe Tetlich - Chair

represented us at the CARMA Network meeting in Vancouver, British Columbia. CARMA brings together experts from all around the CircumArctic to share their knowledge about caribou. This is a key relationship for our Board.

All our work is directed to ensuring the herd thrives and that hunters can safely and responsibly access them. Although we believe the herd is healthy, we must not take this for granted. The population numbers we have are still low enough that we should be on alert to changes so we can act quickly to protect the herd.

We are guided by the principles that it is better to be proactive than reactive and that it is better to educate than it is to regulate. We believe our work is consistent with these principles.

Next year brings more exciting changes. We will be beginning community consultation for our new

harvest management strategy. It is always a pleasure to connect with community members and receive their input. The community consultation is just the first step in a long process that ensures that the strategy reflects the needs of the users while best protecting the caribou.

We are working in co-operation with the Government of Yukon and the Government of Northwest Territories to develop a hunter education package that can be delivered by the governments and First Nations in the user communities. By working together, we can ensure that hunters receive consistent information about regulations. The package will also include information about traditional practices, ethics, shooting skills and field dressing. We hope that the education package will prevent wounding loss and meat wastage as well as

encourage conservation and compliance with existing regulations.

The importance of the caribou to the Gwich'in people cannot be overstated. As this fiscal year comes to a close, the Board continues to be extremely concerned about the fate of the caribou herd as it is so dependent on the decisions made by the US government in relation to drilling in the Arctic National Wildlife Refuge. It is expected that the Senate will likely achieve the number of votes it needs to open drilling activities in the Arctic Refuge. It has been estimated that the herd's population would suffer a devastating decline if its calving grounds are disrupted. We truly hope that this will not be the fate of this herd. In the meantime, our Board's focus will continue to be on developing and implementing a management plan that identifies the many influences of humans on the caribou's environment. This plan will guide us in planning for the future to address challenges, prevent harm and mitigate arising issues.

I count it a privilege to work with such a committed group of people who represent their communities so effectively.

Mahsi cho.

Joe Tetlich
Chair



BOARD MEMBERS

Joe Tetlich
Chair



Deana Lemke
Secretary/Treasurer



MEMBER

ALTERNATE

James Andre
Dene\Metis (Gwich'in Tribal Council)



Forrest Kendi

Gerald Buyck
First Nation of Nacho Ny'ak Dun



Richard Moses

Dennis Frost, Sr.
Council of Yukon First Nations



Harvey Jessup**
Government of Yukon



Dorothy Cooley



Doug Larsen
Government of Yukon



Roberta Joseph**
Tr'ondek Hwech'in First Nation



BOARD MEMBERS

MEMBER ALTERNATE

Steven Taylor**
Tr'ondek Hwech'in First Nation



Danny A. Gordon, Jr.
Inuvialuit Game Council



Donald Avuigana



John Nagy
Government of Northwest Territories



Tim Devine



Ian McDonald
Government of Canada

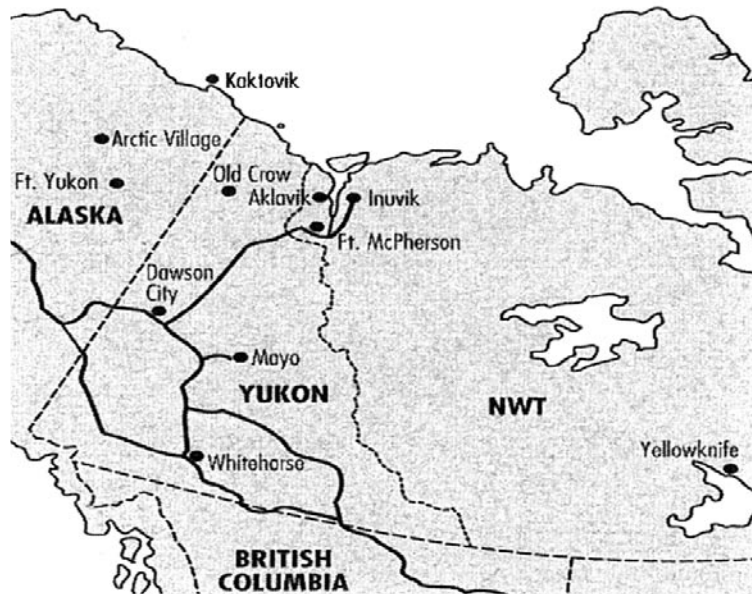


Mike Walton



MEMBERS' TERMS EXPIRED DURING REPORTING PERIOD

Dene/Metis (Gwich'in Tribal Council) – Frank Edwards, (Vice Chair); Robert Charlie
Government of Canada – Bob Lewis, Allan Fehr, alternate



** Interim Member



THE CARIBOU

MIGRATORY RANGE

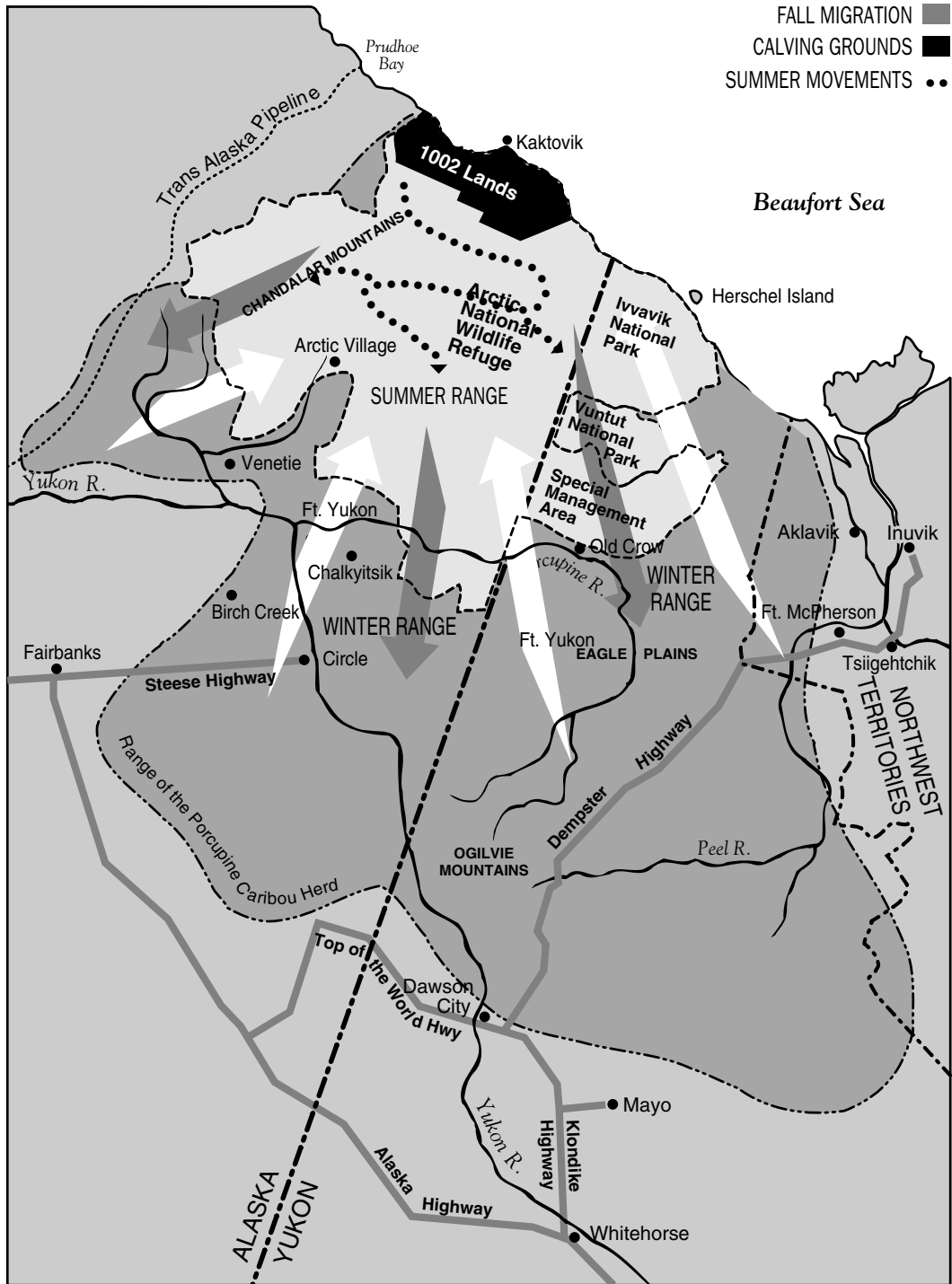
The range of the Porcupine Caribou herd covers the northern parts of Alaska, Yukon and Northwest Territories. It encompasses approximately 260,000 square kilometers.

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.



THE CARIBOU

HERD CONDITION

In 1987, Anne Allaye-Chan, a PhD student from University of Alaska Fairbanks, designed a system to monitor the general health of the Porcupine Caribou herd using animals killed by hunters. She developed equations to estimate the body weight, body fat and body protein for adult cow caribou sampled in July, September, November and March. These are important indicators for productivity and calf survival.

The Government of Yukon started regular monitoring in 1992, working with hunters from Old Crow (Porcupine River in September), Fort McPherson, Dawson and Mayo (Yukon portion of the Dempster Highway in November and March).

Technicians accompanied hired hunters on hunts designed to get the samples that were needed.

Analysis of the results revealed possible relationships between two fat indices (femur/metatarsus fat and total body fat) and calf survival and population size. However, small sample sizes decrease the reliability of these relationships.

In 2001, Government of Yukon changed the design of the project and turned the sampling completely over to trained hunters. However, the objectives remain the same:

- Monitor the estimated body weight, body fat and body protein of adult cow caribou over the winter, and monitor trends over time.
- Monitor selected fat depots of adult bull caribou over the winter to document trends over time.
- Further investigate the

relationship of these trends to other indicators, such as calf survival and herd size.

- Compare body condition to other herds being monitored using the same system across the north.
- Monitor levels of heavy metal contaminants in submitted caribou kidney samples.

CURRENT STATUS OF THE PROJECT

The original dataset has 392 records. Some of the earlier records recorded almost 100 variables. As the information became adjusted and prioritized, the number of variables decreased over time. The new system as of 2001 now has the hunters taking two measurements (weight of the front shoulder and depth of back fat) and turning in three samples (tooth, left kidney and leg bone) as well as recording

basic information such as date and location of the kill. Caribou were sampled in early 2003, so the new dataset as of the preparation of the report had information only from 26 animals.

FUTURE PLANS

- The information from 1989 to 1999 is being summarized in a Government of Yukon report
- YTG is providing information to other researchers, who may use the new monitoring system in their areas so we can get comparable information from other caribou and possibly reindeer populations.
- YTG is helping GNWT to begin monitoring in NWT communities.
- YTG is searching for funds to continue sampling in the Yukon.



THE CARIBOU



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 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.

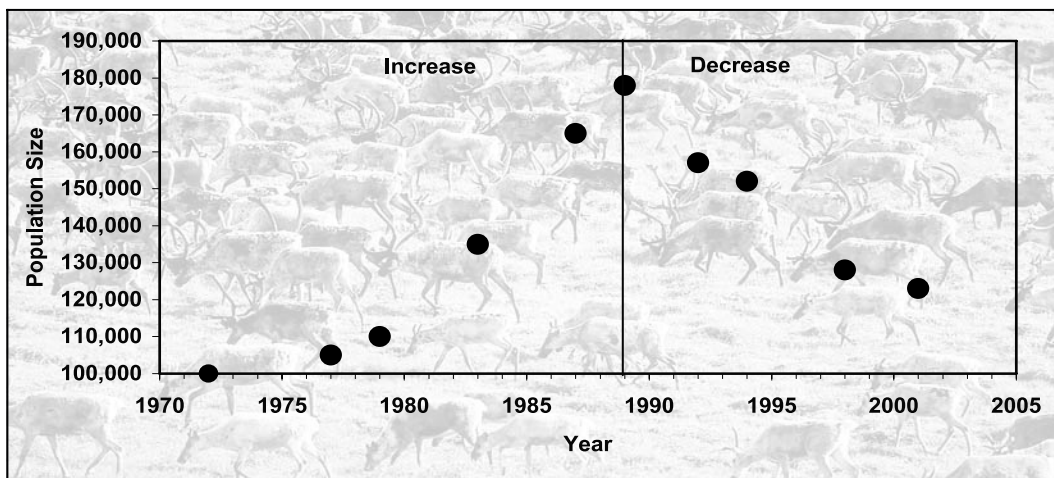
Between 1994 and 1998, the population dropped by about four percent per year.

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.

A photo census was planned for July 2004 to

estimate the size of the herd. Typically in late June or early July when the temperatures rise, caribou form very large groups (called post-calving aggregations) to escape insects. Radio collared caribou are located frequently until the large groups begin to form. A plane with a belly-mounted camera then flies over the large groups taking photographs. The caribou in

the photographs are then counted. The number of caribou that were missed in the photographs is estimated and added to the number counted in the photos. Unfortunately, this year, forest fire smoke prevented the aircraft from flying in the region where the caribou were when they grouped and a census was not done. Biologists will try again next year.



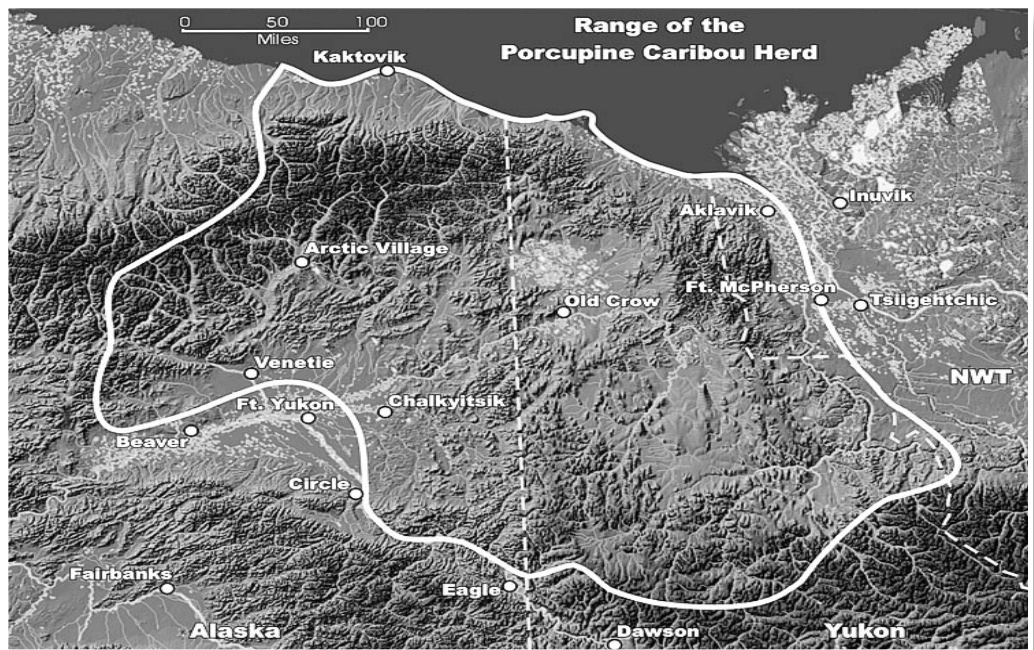
THE CARIBOU

HARVEST DATA AND HERD USE

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.

Despite the dip in population from 178,000 in 1998 to its current level around 123,000, based on the information available, the Board does not believe the current level of reported harvest has an effect on the herd's capacity to grow.

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.

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, including wolf predation, each year.

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.

Data from the 2004-05 season are not all ready, but so far 350 caribou have been reported.

The check station at the start of the Dempster Highway opened on October 18 and closed on November 29.



THE PEOPLE



HARVEST MANAGEMENT STRATEGY

Last year, Lindsay Staples was contracted by the Board to consult with key stakeholders, review the *Porcupine Caribou Management Agreement* and draft a scoping document and framework for the harvest management of Porcupine Caribou. He developed and distributed a Draft Scoping Report for the Preparation of a Harvest Management Strategy in the Canadian Range of the Porcupine Caribou herd for the Board's review this May.

The report outlines the challenges in preparing a Harvest Management Plan and what the Board should consider in harvest management planning. Although there does not appear to be a crisis situation currently relating to the health and size of the herd, it is important to be proactive and consider how to address or respond to a variety of critical situations should they arise.

A Harvest Management Strategy subcommittee was struck, which includes the following members:

- Mike Walton
- Tim Devine
- Robert Charlie
- Doug Larsen
- Deana Lemke

BOARD MEETINGS 2004-05

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

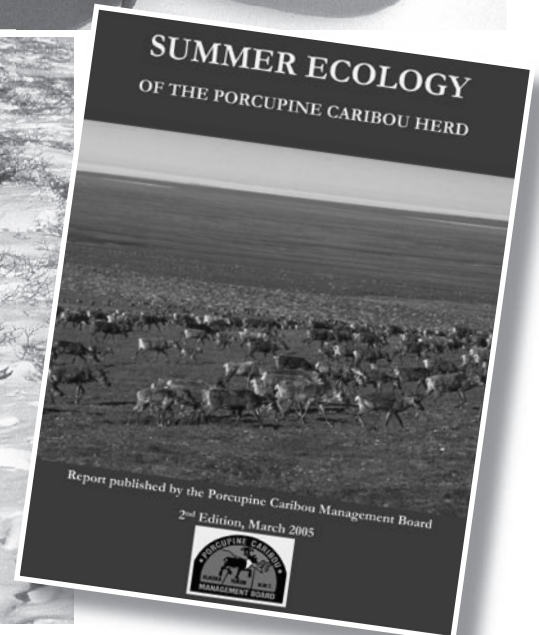
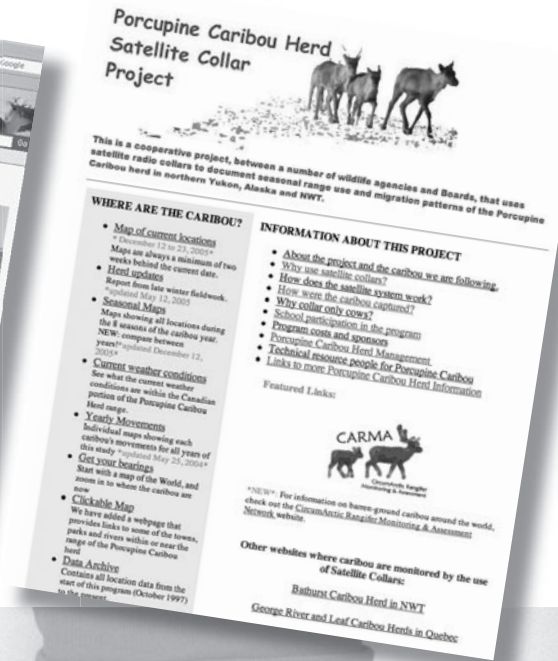
- A board meeting was held on May 20 and 21, 2004, in Mayo, Yukon.
- A board meeting was held on September 28 and 29, 2004, in Dawson City, Yukon.
- A board meeting was held on March 15, 16 and 17, 2005, in Whitehorse, Yukon.



COMMUNICATIONS

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
- Summary Minutes
- Meeting Summaries
- Press Releases
- Newspaper Columns
- Community Caribou Update newsletters
- Safety message promotion: blaze orange toques and vests printed with "Think Safety First" 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.
- A new, updated web site with good resources about the Board and the caribou. The four-volume teacher's manual on the Porcupine Caribou is available for free downloading.



EDUCATION

- Our teacher's manual, funded by the Walter & Duncan Gordon Foundation last year, was very successful, and we obtained additional funding from Indian and Northern Affairs Canada to print even more copies. It was designed to help teachers raise awareness about the herd, to introduce students to the challenges facing the herd, and to encourage stewardship. It was also published on the PCMB Web site for free 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.

- The Porcupine Caribou Management Board's web site, which has been relatively unchanged for many years, has been 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 provides a

vital means for maintaining an effective presence. This site is used as reference by students in the herd's user communities as well as other students studying the North.

- The Board is a partner in the ongoing Satellite Collar Project. Caribou are fitted with collars that are monitored via satellite to track the movement of the herd. This information helps to understand migratory patterns as well as assess the importance of various regions in the range to the health of the herd. Teachers in user communities use this web site as part of their curriculum.

- The PCMB is a partner in the development of a hunter education curriculum in cooperation with the Government of Yukon and the Government of Northwest Territories. First Nations within the range have been consulted to provide input into the course package, especially with a focus on including traditional hunting practices. The First Nations and the territorial governments will be able to use this curriculum alone or to supplement other existing hunter education programs. The aim in producing this curriculum is to ensure all hunters are aware of the regulations, to ensure hunters understand the reasons behind regulations as well as voluntary hunting practices, to encourage responsible and safe hunting practices, and to encourage



conservation of the herd.

- A free drop-in shooting workshop was held in co-operation with the Government of Yukon's Department of Environment for three days in November along the Dempster Highway. It was designed to help caribou hunters reduce wounding loss by showing them how to improve their hunting skills. Alternate Board member Dorothy Cooley was present for the entire event, and Conservation officers, biologists, and members of the Trondek Hwech'in First Nation attended, as well. Hunters sighted in their rifles and took part in range estimation exercises. These techniques will improve hunter success and reduce wounding loss. In addition, every interaction with hunters is an opportunity to encourage responsible and respectful hunting. Hunters

have reported finding this workshop enjoyable and valuable.

- The Board has applied for and received a Student Training and Employment Program (STEP) grant, offered by the Government of Yukon, to employ a student in the summer of 2005. The successful applicant will work with alternate board member and Regional Biologist Dorothy Cooley in her Dawson City office and accompany her in the field. This will help the student gain an understanding of the herd as well as common practices of biologists. In turn, the PCMB will benefit from having a new expert contributing to the body of knowledge of the herd. Having a summer student working for the PCMB will provide a vital connection between the real-life activities of the biologists and the academic world.



DEMPSTER HIGHWAY

The construction of the Dempster Highway 25 years ago dramatically changed Porcupine Caribou hunting practices, offering easy access to previously remote areas. Since the fall of 1999, the Board has made recommendations to the Minister for regulations.

Board-recommended regulations enforce a one-week hunting closure to allow the leaders of the herd to pass undisturbed. This is based on traditional hunting practices to help ensure that hunting does not disrupt migration patterns. This year, the highway was closed from October 17 to 24.

The Board has also made

the recommendation to the Yukon Minister that hunters be required to wear blaze orange when they hunt for caribou along the highway. The rationale is that part of protecting the First Nations harvesting rights is to ensure that hunters are free to hunt safely. Blaze orange makes hunters visible to each other, so that hunters can feel more confident they will be seen by other hunters. It also ensures hunters can also be confident that they are not inadvertently endangering other hunters when they fire a shot. While wearing blaze orange is not yet mandatory, the Board is engaged in educating

hunters to encourage voluntary compliance.

This year, the Chair made a special trip out to the highway during the spring hunt. From February 18 to February 22, he went out and introduced himself to the hunters as the Chair of the PCMB and spoke to them about hunting safety and respectful hunting practices. He found that most hunters were aware of the importance of the regulations and receptive to learning more about ethical hunting. These regulations make it more work to harvest the caribou, but the hunters consider the regulations worthwhile.

In addition, he found that the hunters he spoke to did harvest their caribou away from the highway, which is important to keeping the highway looking clean. Gut piles along the highway attract scavenger animals, which are then vulnerable to being struck by the highway traffic — a problem that endangers people, too. Although gut piles are still reported and the Board considers this an ongoing concern, it is a positive thing that awareness of this issue appears to be improving among the hunters.



SPECIAL MEETINGS/CONFERENCES



PCMB REPRESENTATION IN MEETINGS

The Board was represented in other national and international engagements:

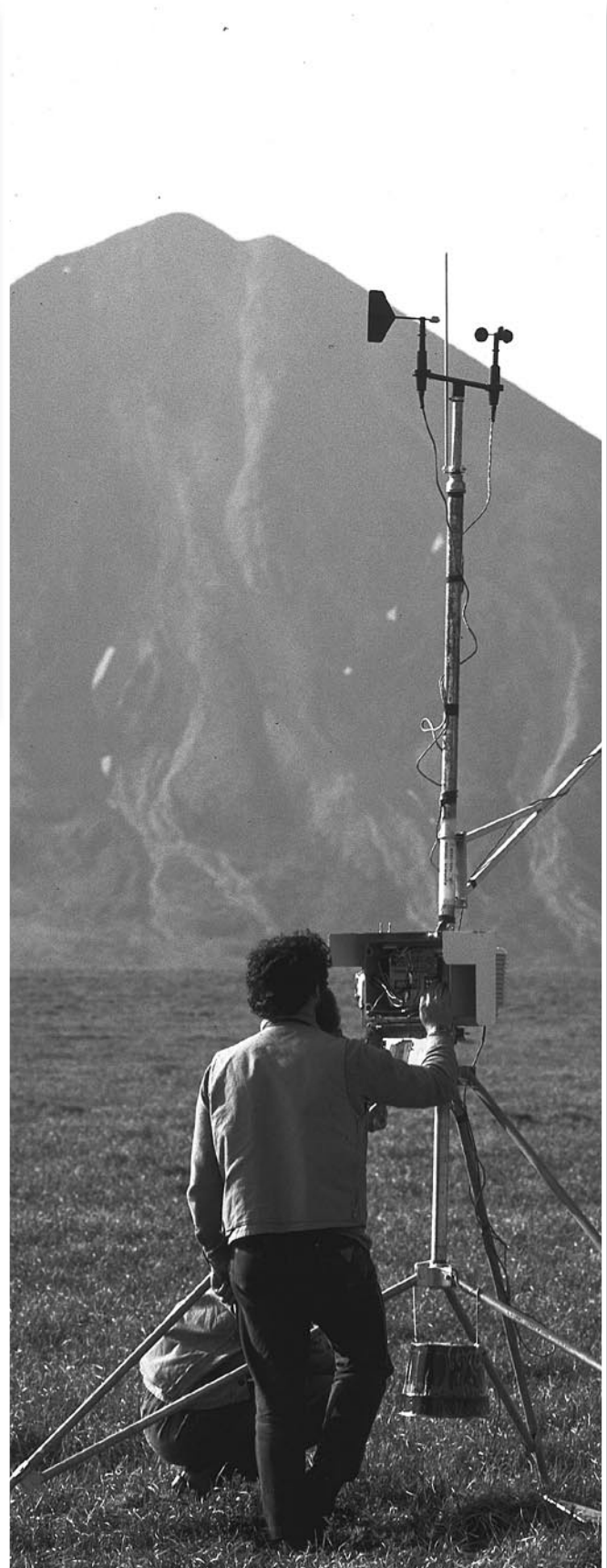
- The Secretariat represented the Board at the CARMA Network meeting in Vancouver on October 31 and November 1, 2004.

- The Chair attended the North American Caribou Conference in Girdwood, Alaska, in May. Delegates from all across the world were in attendance. He was invited to be a panel member to discuss how climate change impacts the management of the Porcupine Caribou herd. Many scientists were there, and much information was presented and discussed.

Proceedings of the Workshop will be published in the journal *Rangifer*.

- The Secretariat represented the Board at a meeting with U.S. Fish and Wildlife Service – Arctic National Wildlife Refuge in Fairbanks, Alaska. They discussed ecological change, including how changes affect caribou, and community-based monitoring. The PCMB teachers' manual was distributed.

In December of 2004, the Chair presented at the Inuvialuit Game Council meeting and briefed the Council on the issues and concerns of the Board as well as Board activities.



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, 2005 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, 2005, 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
September 30, 2005

Held Markila
Chartered Accountants



PORCUPINE CARIBOU MANAGEMENT BOARD

BALANCE SHEET, MARCH 31, 2005

	<u>2005</u>	<u>2004</u>
ASSETS		
Current		
Cash	\$ 42,115	\$ 24,886
Accounts receivable	31,374	18,780
Prepaid expenses	<u>500</u>	<u>3,599</u>
	73,989	47,265
Capital (Note 2)	<u>1,547</u>	<u>1,547</u>
	<u>\$ 75,536</u>	<u>\$ 48,812</u>
LIABILITIES		
Current		
Accounts payable and accrued liabilities	<u>\$ 25,129</u>	<u>\$ 17,101</u>
EQUITY		
Investment in capital assets (Note 2)	1,547	1,547
Surplus	<u>48,860</u>	<u>30,164</u>
	<u>50,407</u>	<u>31,711</u>
	<u>\$ 75,536</u>	<u>\$ 48,812</u>

APPROVED ON BEHALF OF THE BOARD:

Alverson Director
Joseph L. Tullier Director



PORCUPINE CARIBOU MANAGEMENT BOARD
STATEMENT OF SURPLUS, FOR THE YEAR ENDING MARCH 31, 2005

	<u>2005</u>	<u>2004</u>
Surplus, beginning of year	\$ 30,164	\$ 39,713
Excess (deficiency) of revenue over expenses		
General	18,851	(2,343)
"1002" Intervention	(155)	(7,206)
Surplus, end of year	\$ 48,860	\$ 30,164

PORCUPINE CARIBOU MANAGEMENT BOARD
STATEMENT OF CASH FLOWS, FOR THE YEAR ENDING MARCH 31, 2005

	<u>2005</u>	<u>2004</u>
OPERATING ACTIVITIES		
Excess (deficiency) of revenue over expenses	\$ 18,696	\$ (9,549)
Add (deduct) net change in non-cash working capital items	(1,467)	154
Add capital assets expensed	-	1,547
	17,229	(7,848)
INVESTING ACTIVITIES		
Purchase of capital assets	-	(1,547)
INCREASE (DECREASE) IN CASH	17,229	(9,395)
Cash, beginning of year	24,886	34,281
Cash, end of year	\$ 42,115	\$ 24,886



PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF REVENUE AND EXPENSES, FOR THE YEAR ENDING MARCH 31, 2005

GENERAL

	<u>2005</u>	<u>2004</u>
Revenue		
Government of Canada - DIAND	\$ 13,950	\$ 13,950
- Other	19,450	13,825
Government of Yukon	48,000	49,500
Government of North West Territories	38,000	38,000
Walter and Duncan Gordon Foundation	5,000	-
Other	<u>4,361</u>	<u>7,563</u>
	<u>128,761</u>	<u>122,838</u>
Expenses		
Advertising and promotion	1,016	854
Bookkeeping	1,777	-
Capital assets	-	1,547
Communications	7,064	6,090
Game guardian project	-	1,500
Honoraria	31,282	26,000
Management plan	-	2,267
Office and miscellaneous	5,412	5,081
Public information	-	7,632
Student	-	6,323
Professional fees	3,526	2,726
Secretariat	31,660	34,331
Telephone and internet	1,326	3,474
Travel and accommodation	<u>26,847</u>	<u>27,356</u>
	<u>109,910</u>	<u>125,181</u>
Excess (deficiency) of revenue over expenses	<u>\$ 18,851</u>	<u>\$ (2,343)</u>

PORCUPINE CARIBOU MANAGEMENT BOARD

STATEMENT OF REVENUE AND EXPENSES, FOR THE YEAR ENDING MARCH 31, 2005

"1002" INTERVENTION

	<u>2005</u>	<u>2004</u>
Revenue		
Government of Canada - DIAND	\$ 38,800	\$ 31,950
Walter and Duncan Gordon Foundation	-	17,000
Reimbursement of expenses	-	624
Other	753	-
	<u>39,553</u>	<u>49,574</u>
Expenses		
Administration	11,075	5,900
Advertising and promotions	3,599	1,445
Bad debts	-	4,145
Consultants	-	7,448
Education	-	10,158
Hunter education & cultural camps	2,072	-
Media and communications	-	1,262
Office and miscellaneous	250	39
Printing	10,103	1,247
Professional fees	1,200	1,000
Public information	1,925	5,607
Telephone	-	931
Travel and honoraria	4,984	17,598
Website	4,500	-
	<u>39,708</u>	<u>56,780</u>
Excess (deficiency) of revenue over expenses	<u>\$ (155)</u>	<u>\$ (7,206)</u>



PORCUPINE CARIBOU MANAGEMENT BOARD

NOTES TO THE FINANCIAL STATEMENTS, FOR THE YEAR ENDING MARCH 31, 2005

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 INUVIUIT 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



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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 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



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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 Wernicke 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.

