

Beverly and Qamanirjuaq Barren Ground Caribou Management Agreement

THIS AGREEMENT made on the 1st day of April 2002 BETWEEN:

THE GOVERNMENT OF CANADA, as represented by the Minister of Indian Affairs
and Northern Development (hereinafter referred to as "Canada");
and

THE GOVERNMENT OF MANITOBA, as represented by the Minister of Conservation
(hereinafter referred to as "Manitoba");
and

THE GOVERNMENT OF SASKATCHEWAN, as represented by the Minister of Environment and
Resource Management (hereinafter referred to as "Saskatchewan");
and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of Resources,
Wildlife and Economic Development (hereinafter referred to as "Northwest Territories");
and

THE GOVERNMENT OF NUNAVUT, as represented by the Minister of Sustainable Development
(hereinafter referred to as "Nunavut")

WHEREAS the Beverly herd and Qamanirjuaq herd of barren ground caribou historically migrate across provincial and territorial boundaries;

AND WHEREAS the continued well-being of these herds requires coordinated management, goodwill and co-operation amongst the above governments and the TRADITIONAL USERS of these caribou;

AND WHEREAS the parties hereto recognize that, as well as the value of the caribou to all Canadians generally, a special relationship exists between TRADITIONAL USERS and the caribou:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the parties hereto under the authority of:

- (a) The Northwest Territories Act (1985), The Nunavut Act (1993);
- (b) The Manitoba Wildlife Act - section 84;
- (c) The Saskatchewan Wildlife Act - section 9;
- (d) The Northwest Territories Wildlife Act - section 27;
- (e) The Nunavut Act - section 73 agree that:

A. Definitions In this Agreement:

1. "Beverly herd" means that herd of barren ground caribou which utilizes range in Manitoba, Saskatchewan, the Northwest Territories and Nunavut and regularly bears its young near Beverly Lake in Nunavut, and historically migrates into Saskatchewan, and Manitoba and the Northwest Territories.
2. "Qamanirjuaq herd" means that herd of barren ground caribou which utilizes range in Manitoba, Saskatchewan, the Northwest Territories and Nunavut and regularly bears its young near Qamanirjuaq Lake in Nunavut and historically migrates into Saskatchewan, and Manitoba and the Northwest Territories.
3. "TRADITIONAL USERS" means those persons recognized by communities on the caribou range as being persons who have traditionally and currently hunted caribou for subsistence.
4. "HABITAT" means the whole or any part of the biosphere upon which the Beverly and Qamanirjuaq caribou herds depend, including all of the land, water and air that they inhabit, cross or utilize at any time.

B. The Beverly and Qamanirjuaq Caribou Management Board

1. A joint management board shall be established to be known as the Beverly and Qamanirjuaq Caribou Management Board, hereinafter referred to as the "Board," having the following objectives:
 - (a) to co-ordinate management of the Beverly and Qamanirjuaq herds in the interest of TRADITIONAL USERS and their descendants, who are residents on the range of the caribou, while recognizing the interest of all Canadians in the survival of this resource;
 - (b) to establish a process of shared responsibility for the monitoring of the herds and for the development of management programs between the parties hereto and the TRADITIONAL USERS of the Beverly and Qamanirjuaq herds;
 - (c) to establish communications amongst TRADITIONAL USERS, between TRADITIONAL USERS and the parties hereto, and amongst the parties hereto in order to ensure coordinated caribou conservation and caribou HABITAT protection for the Beverly and Qamanirjuaq herds;
 - (d) to discharge the collective responsibilities for the conservation and management of caribou and caribou HABITAT within the spirit of this Agreement.
2. Support shall be provided by the parties hereto to the Board in its efforts to achieve coordinated management of the Beverly and Qamanirjuaq herds by responding promptly to recommended measures.

C. Board Responsibilities

Without restricting the generality of clause B of this Agreement, the parties agree that the Board shall have the following duties and responsibilities:

1. To develop and make recommendations to the appropriate governments and to the groups of TRADITIONAL USERS for the conservation and management of the Beverly and Qamanirjuaq herds of barren ground caribou and their HABITAT in order to maintain the herds, as far as reasonably possible, at a size and quality which will sustain the requirements of TRADITIONAL USERS. Such recommendations may include, but are not necessarily limited to:

- (a) limitations on the annual harvest of the Beverly and Qamanirjuaq herds and the allocation of that harvest amongst the Northwest Territories, Nunavut, and the provinces of Saskatchewan and Manitoba;
 - (b) criteria for regulating the methods of harvest;
 - (c) methods of TRADITIONAL USER participation to assist in the management of the Beverly and Qamanirjuaq caribou herds;
 - (d) caribou research proposals;
 - (e) recommended standardized data collection and presentation;
 - (f) a herd management plan for the Beverly and Qamanirjuaq herds which will include consideration of traditional knowledge, where available; and will take into account the maintenance of the natural balance of ecological systems; the protection of wildlife HABITAT; and the maintenance of vital, healthy wildlife populations capable of sustaining lawful harvesting needs.
2. To monitor the caribou HABITAT over the entire ranges of the Beverly and Qamanirjuaq herds so as to facilitate the maintenance and protection of productive caribou HABITAT.
 3. To conduct an information program and hold such public meetings as are necessary to report on and discuss with TRADITIONAL USERS its responsibilities, findings and progress.
 4. To assess and report on the operation of its herd management plan to appropriate governments and TRADITIONAL USER groups.
 5. To submit to the parties hereto annual reports which shall include:
 - (a) a summary of Board activities, recommendations and responses by governments and TRADITIONAL USERS;
 - (b) a review of the state of the Beverly and Qamanirjuaq caribou herds and their HABITAT;
 - (c) a summary of harvests by jurisdiction and community;
 - (d) a financial statement for the operation of the Board.

6. To consider any other matters respecting the management of barren ground caribou that are referred to the Board by the parties hereto or Board members. The Board may also consider any other matters respecting the management of the Beverly and Qamanirjuaq herds referred to the Board by any other person or organization.

D. Membership of the Board

1. Up to fifteen members shall be appointed to the Board as follows:
 - (a) The Minister of Indian Affairs and Northern Development, Government of Canada; The Minister of Conservation, Government of Manitoba; the Minister of Environment and Resource Management, Government of Saskatchewan; the Minister of Resources, Wildlife and Economic Development, Government of the Northwest Territories; and the Minister of Sustainable Development, Government of Nunavut shall each appoint one senior official from their respective ministries for a total of five members.
 - (b) the Minister of Conservation, Government of Manitoba, shall appoint two residents from the communities of Northern Manitoba for a total of two members;
 - (c) the Minister of Environment and Resource Management, Government of Saskatchewan, shall appoint two residents from the communities of Northern Saskatchewan for a total of two members; and may appoint a third resident from the communities of Northern Saskatchewan;
 - (d) the Minister of Resources, Wildlife and Economic Development, Government of the Northwest Territories shall:
 - (i) where recommended by the Dene Nation, appoint one resident from the communities in the South Slave Region of the Northwest Territories;
 - (ii) where recommended by the Métis Nation of the Northwest Territories, appoint one resident from the communities in the South Slave Region of the Northwest Territories; for a total of two members;
 - (e) the Minister of Sustainable Development, Government of Nunavut shall, where recommended by the Kivalliq Wildlife Board, appoint two residents from the communities in the Kivalliq [Keewatin] region of Nunavut and may appoint a third resident from the communities of the southern Kivalliq [Keewatin] region of Nunavut.

2. 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 reappoint Board members in accordance with the above.

E. Board Rules and Procedure

1. The Board shall establish in writing from time to time rules and procedures for its functioning, provided however that:
 - (a) the Chairman and Vice-Chairman shall be elected from amongst the members of the Board by secret ballot;
 - (b) the election and replacement of the Chairman and the Vice-Chairman shall be by simple majority;
 - (c) thirty days notice of meeting shall be given by mail, telephone or telegram, as appropriate;
 - (d) eight members shall constitute a quorum;
 - (e) decisions of the Board shall be by consensus wherever possible, and shall always require a majority voting in favour, with each member having one vote;
 - (f) no voting by a proxy shall be allowed;
 - (g) the Board shall hold formal meetings twice yearly or more often as necessary at the call of the Chairman;
 - (h) the Board shall keep summary minutes and records of all its meetings and circulate them amongst its members;
 - (i) the Board may establish or dissolve standing committees as it deems necessary to carry out its functions, and set the terms of reference for such standing committees; and
 - (j) the Board members unable to be present at Board meetings shall receive notice of Board recommendations thirty (30) days in advance of submission to any minister for action, except where there is consent of all Board members in which case recommendation to the Minister(s) can be made forthwith.

F. Finances

1. Subject to the terms and conditions of this Agreement and to funds being appropriated by the legislative authority in respect of each party on an annual basis, the parties hereto shall annually provide funds necessary to ensure the Board functioning in a manner herein before

stated provided, however, that all costs for the Board shall not exceed \$75,000.00 annually and that all such annual costs shall be shared equally amongst the parties to this Agreement in accordance with section F-2 below.

2. Prior to the administrative costs for the Board being eligible to be shared by the parties hereto, the Board shall be required to submit to each party an annual estimate of the financial administrative costs, not exceeding \$75,000.00 in each year, and each party shall in writing within thirty days of receipt thereof, indicate its approval or disapproval for such budget and provide reasons therefore. In the event that a majority of the parties hereto approve the annual budget for the administrative costs, the budget shall be shared equally by all parties hereto.
3. Administrative costs to be shared amongst the parties hereto shall include expenditures related to:
 - (a) a secretariat to provide for and follow up on meetings, record and distribute minutes, provide members with informational support, maintain the operation of the Board between meetings, and undertake such other organizational arrangements as the Board may require;
 - (b) the production of an annual report and its distribution;
 - (c) a modest independent research review capability;
 - (d) the production of a newsletter, and other informational and educational material; and
 - (e) such other costs as the parties may agree upon.
4. Each party shall be responsible for funding the expenses for salaries or honoraria and other incidental travel expenses, including transportation, meals, accommodation related to Board members appointed or confirmed by that party. The provisions for said expenses shall be in addition to the annual administrative costs provided in section F.1 above.
5. The Board shall annually account for all monies received and disbursed and said records shall be available to any of the parties for inspection upon thirty days written notice to the Chairman.

G. General

1. All reports, summaries or other documentation prepared or otherwise completed under the terms of this Agreement shall become the joint property of all parties hereto and any and all income derived therefrom shall be jointly shared amongst the parties in proportion to expenditures incurred by each party in generating such income.
2. The parties are committed to taking all actions under this Agreement in a way that respects any treaty rights or Aboriginal rights of Aboriginal peoples relating to the hunting of Beverly and Qamanirjuaq barren ground caribou.
3. This Agreement shall take effect on the 1st day of April, 2002, and shall terminate on the 31st day of March, 2012, unless sooner terminated, for any reason, by any of the parties hereto upon six month's notice in writing to the other parties.
4. In recognition of the importance of the Beverly and Qamanirjuaq herds and their HABITAT, the withdrawal of any of the parties from this Agreement shall not preclude the remaining parties from continuing with the objectives and processes set out in this Agreement.
5. This Agreement may be amended at any time by an exchange of letters following unanimous approval by the parties hereto.
6. This Agreement supersedes the Beverly-Qamanirjuaq Barren Ground Caribou Management Agreement made between Manitoba, Saskatchewan, the Northwest Territories and Nunavut on the 1st day of April, 1999.

IN WITNESS WHEREOF the parties hereto have executed and delivered this Agreement as of the day and year first above written.

WITNESSES TO THE AGREEMENT

Signed on behalf of the Government of Canada represented herein by the Honourable Minister of Indian Affairs and Northern Development:

Witness

Signed on behalf of the Government of Manitoba represented herein by the Honourable Minister of Conservation:

Witness

Signed on behalf of the Government of Saskatchewan represented herein by the Honourable Minister of Environment and Resource Management:

Witness

Signed on behalf of the Government of the Northwest Territories represented herein by the Honourable Minister of Resources, Wildlife and Economic Development:

Witness

Signed on behalf of the Government of Nunavut represented herein by the Honourable Minister of Sustainable Development:

Witness