

BEVERLY AND QAMANIRJUAQ BARREN-GROUND CARIBOU MANAGEMENT AGREEMENT

THIS AGREEMENT made on the 24 day of July 2023 BETWEEN:

THE GOVERNMENT OF CANADA, as represented by the Minister of Crown-Indigenous Relations and Northern Affairs Canada (hereinafter referred to as “Canada”);

and

THE GOVERNMENT OF MANITOBA, as represented by the Minister of Natural Resources and Northern Development (hereinafter referred to as “Manitoba”);

and

THE GOVERNMENT OF THE NORTHWEST TERRITORIES, as represented by the Minister of Environment and Climate Change (hereinafter referred to as “Northwest Territories”);

and

THE GOVERNMENT OF NUNAVUT, as represented by the Minister of Environment (hereinafter referred to as “Nunavut”); and

THE GOVERNMENT OF SASKATCHEWAN, as represented by the Minister of Environment (hereinafter referred to as “Saskatchewan”);

and

THE ATHABASCA DENESŪĹINÉ;

and

GHOTELNENE K’ODTĹNEH DENE;

and

THE INUIT OF THE KIVALLIQ REGION;

and

THE TĹĹCHQ GOVERNMENT;

and

THE ŁUTSĚĹ K’É DENE FIRST NATION;

and

THE NORTHWEST TERRITORIES MÉTIS NATION.

(the PARTIES).

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 cooperation among the above public and Indigenous governments and Indigenous organizations;

AND WHEREAS the Parties hereto recognize that, as well as the value of the caribou to all Canadians generally, a special relationship exists between Indigenous harvesters and the caribou;

AND WHEREAS coordinated information and project management among Indigenous and public governments, communities, organizations and by industry and other stakeholders is required for determining trends in population size, herd movements, seasonal habitat requirements and other key information;

NOW THEREFORE 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 Northwest Territories Wildlife Act – section 12;
- (d) The Nunavut Wildlife Act – section 175 (1)
- (e) The Nunavut Land Claims Agreement – section 5.9.5
- (f) The Saskatchewan Wildlife Act – section 9;

agree that:

A. Definitions in this Agreement

1. “Beverly herd” means barren-ground caribou which give birth to their young in the Beverly Lake and the Queen Maud Gulf areas in Nunavut, and migrate into the Northwest Territories, Saskatchewan and Manitoba.
2. “Qamanirjuaq herd” means barren-ground caribou which give birth to their young near Qamanirjuaq Lake in Nunavut and migrate into Manitoba, Saskatchewan, and the Northwest Territories.
3. “Indigenous harvesters” means First Nation, Metis, and Inuit people who hold Indigenous rights to harvest Beverly and Qamanirjuaq caribou.
4. “Habitat” means all parts of the ecosystem upon which the Beverly and Qamanirjuaq herds depend, including all the land, water and air they use at any time.
5. “Management” means the methods, procedures and practices which are necessary to ensure the health and conservation of the Beverly and Qamanirjuaq herds and the maintenance of their habitat,

which may include but are not limited to the following activities: research, surveys, monitoring, public information, education, harvest studies, harvesting restrictions, law enforcement, land use and habitat conservation, predator management and other functions provided for in this Agreement.

6. "Harvest" means to hunt, shoot, kill, harm, wound, capture, trap or collect or gather caribou or parts of caribou for any purpose, or attempt to engage in such activities.

7. "Minister" means the appropriate responsible Minister of the public governments.

8. "Indigenous governments" means those Indigenous governments recognized by the Inuit, First Nation and Metis and mandated to participate in the BQCMB.

9. "Public governments" means the federal, provincial, and territorial governments that are Parties to this Agreement.

B. Objectives of the Beverly and Qamanirjuaq Caribou Management Board

A joint management board shall be known as the Beverly and Qamanirjuaq Caribou Management Board, hereinafter referred to as the "Board," having the following objectives:

1. To co-ordinate management of the Beverly and Qamanirjuaq herds with Indigenous harvesters while promoting the spirit and intent of reconciliation and recognizing the interest of all Canadians in the survival of this species.
2. To establish a process of shared responsibility among the public and Indigenous governments for the monitoring and management of the Beverly and Qamanirjuaq herds.
3. To establish and enhance communications among Indigenous harvesters, among Indigenous harvesters and the public and Indigenous governments here to, and among the public and Indigenous governments hereto, in order to promote coordinated conservation of Beverly and Qamanirjuaq caribou and their habitat.
4. To implement the collective responsibilities for the conservation and management of caribou and caribou habitat protection within the spirit of this Agreement.

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. Develop and make conservation and management recommendations to public and Indigenous governments concerning Beverly and Qamanirjuaq 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 Indigenous harvesters. Such recommendations may be made concerning topics including, but not necessarily limited to:

- (a) sustainable use of caribou, based on acceptable levels of harvest in relation to herd size, trend and vulnerability level, respectful harvest, and harvest reporting;
- (b) inclusion of recommended management actions, Indigenous knowledge (when appropriate) and traditional protocols from Indigenous governments and harvesters;
- (c) caribou research proposals;
- (d) monitoring, including monitoring methods, intensity, indicators and standardized data collection and presentation; and
- (e) plans, processes and permit conditions for land use and human activities on the ranges.

2. To develop a management plan for the Beverly and Qamanirjuaq herds which will include Indigenous knowledge, where available; and, that 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. To assess and report on the implementation of the herd management plan to appropriate public and Indigenous governments, organizations, and communities.

3. To coordinate information on the health of caribou habitat for inclusion in land use and vulnerability assessments of the Beverly and Qamanirjuaq herds and ranges to facilitate the maintenance and protection of productive caribou habitat.

4. Provide information to and gain feedback from the public and Indigenous harvesters through information programs and public meetings; discuss responsibilities, findings, and progress; and request input for identifying Board priorities.

5. To submit to the Parties annual reports which shall include:

- (a) a summary of Board activities, recommendations and responses by public and Indigenous governments;
- (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, when possible; and
- (d) a financial statement for the operation of the Board.

6. To consider any other matters respecting the conservation and management of barren-ground caribou that are referred to the Board by the Parties, Board members, or any other person or organization.

D. Membership of the Board

1. Up to seventeen (17) members shall be appointed to the Board as follows:

(a) The Ministers for the Governments of Canada, Manitoba, Northwest Territories, Nunavut and Saskatchewan shall each appoint one senior official from their respective Ministries for a total of five (5) members;

(b) the Minister for Manitoba shall confirm appointments of up to three (3) members:

(i) two (2) who are residents of the communities of Lac Brochet and Tadoule Lake as recommended by the Northlands and Sayisi Denesų́liné First and;

(ii) one (1) resident of the community of South Indian Lake, as recommended by the O-Pipon-Na-Piwin Cree Nation;

(c) the Minister for Northwest Territories shall confirm appointments of up to three (3) members:

(i) who are recommended by the NWT Indigenous governments or Indigenous Organizations who have traditionally harvested from the Beverly and Qamanirjuaq caribou herds.

(d) the Minister for Nunavut shall confirm appointments recommended by the Kivalliq Wildlife Board of up to three (3) members who are residents of the communities of Arviat, Baker Lake, Chesterfield Inlet, Rankin Inlet, or Whale Cove in the Kivalliq region of Nunavut.

(e) the Minister for Saskatchewan shall confirm appointments of up to three (3) members:

(i) up to two (2) residents from the First Nation communities of Fond du Lac, Black Lake or Hatchet Lake as recommended by the Athabasca Denesų́liné Né Né Land Corporation, and

(ii) one (1) resident of the communities of Camsell Portage, Uranium City, Stony Rapids or Wollaston Lake Post as recommended by the province of Saskatchewan.

2. All Parties indicated above will recommend alternate members, who will represent members when they are unable to attend Board meetings. The Ministers shall confirm appointments of alternate members upon receipt of notification from the Parties.

3. The members of the Board, and their alternates, shall be appointed for a term of five years whenever practicable, 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.

4. Upon receipt of notification from the Parties, the Ministers shall confirm the nominations and appointments of alternate members, who will represent members when they are unable to attend Board meetings.

E. Board Rules and Procedure

The Board shall establish in writing, from time-to-time, rules and procedures for its functioning, provided however that:

1. The Chair and two Vice-Chairs (Administration and Operations) shall be elected from among the members of the Board by secret ballot and simple majority, for three (3) - year terms.
2. Thirty (30) days' notice of bi-annual Board meetings shall be given by e-mail, mail, fax or telephone, as appropriate.
3. Fifty percent plus one (50% +1) Board members physically present shall constitute a quorum. The Board may modify the requirement for being physically present by permitting use of tele- or video-conferencing facilities.
4. Decisions of the Board shall be by consensus wherever possible, and when a vote is appropriate, shall require a majority vote in favour, with each member having one vote. In case of a tie, the Chair shall be able to vote.
5. No voting by a proxy shall be allowed.
6. The Board shall hold formal in-person meetings twice yearly or more often as necessary at the call of the Chair, and the Board shall, whenever practicable, meet in communities on the Beverly and Qamanirjuaq caribou range.
7. The Chair may call additional virtual meetings to discuss unforeseen and time-sensitive topics.
8. Board meetings are generally public meetings, although portions of any meeting may be held in-camera or designated for specified targeted audiences, when appropriate.
9. The Board shall keep summary minutes and records of its meetings, circulate them among its members and post them publicly on its website upon approval by the Board.
10. 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.

F. Finances – Annual Core Funding for Board Operations

1. Subject to the terms and conditions of this Agreement and to funds being appropriated by the respective authority of each Party on an annual basis, the Parties hereto shall annually provide funds necessary to ensure the Board's capacity to function as outlined in this Agreement.
2. Parties shall submit annual contributions as early as possible each year, preferably within the first quarter of the fiscal year.
3. 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 \$300,000.00 in each year, and each Party shall in writing within thirty days of receipt thereof, indicate its approval, or if a Party disapproves it shall provide reasons.

In the event a majority of the Parties hereto approve the annual budget for the administrative costs, the budget shall be shared by the public governments each contributing \$50,000, and by the Indigenous government parties each contributing \$10,000.

4. Administrative costs to be shared amongst the Parties hereto shall include expenditures related to:

(a) maintaining a Secretariat to organize, provide for and follow up on meetings, record and distribute minutes, provide members with informational support, maintain the operation of the Board between meetings, monitor and report on annual budget and expenditures and undertake such other organizational and administrative arrangements as the Board may require, which will be provided for through hiring an Executive Director as a part-time employee (with salary and benefits);

(b) payment to the Chairperson of a salary or honorarium, and all travel, accommodation and related expenses incurred while working on Board activities, in accordance with federal Treasury Board guidelines.

(c) capacity for independent research and review through hiring a Wildlife Biologist as a part-time employee (with salary and benefits);

(d) hiring a Communication Specialist as a part-time employee (with salary and benefits) to produce and distribute annual reports, periodic newsletters and other informational and educational materials; produce and maintain a website and social media presence; and provide capacity for enhanced communications;

(e) enhancing community engagement and support;

(f) capacity for increasing youth participation in Board meetings and other Board activities, as appropriate;

(g) coordinating and overseeing implementation of the Caribou Management Plan by Parties, and conducting appropriate aspects of its implementation (e.g., communications and education);

(h) performing vulnerability assessments of each herd and its habitat;

(i) hosting Board meetings in range communities, when feasible;

(j) such other costs as the Parties may agree upon.

5. The Board shall annually account for all core funding contributions received and disbursed through annual audited financial statements and said records shall be available to any of the Parties for inspection upon thirty days written notice to the Chairman.

G. Other Responsibilities of the Parties

1. 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 promptly reviewing and implementing recommendations submitted by the Board, when possible.

2. Each public government shall be responsible for funding the expenses related to Board members appointed or confirmed by that Party attending Board meetings (or alternate members when members are unable to attend), including for salaries or honoraria and travel expenses, including transportation, meals, and accommodation. Out-of-province/territory travel will be required. The provisions for said expenses shall be in addition to the annual core funding for Board operations described in section F above.

3. The Parties are committed to taking all actions under this Agreement in a way that respects any Treaty or Indigenous rights of Indigenous peoples relating to the harvest and use of Beverly and Qamanirjuaq barren-ground caribou.

H. 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 funds provided shall be jointly shared among the Parties in proportion to expenditures incurred by each Party in generating such funds.

2. This Agreement shall take effect on the 1st day of April 2023 and shall remain in effect until terminated on the 31st day of March 2032, unless sooner terminated, for any reason, by any of the Parties hereto upon six months' notice in writing to the other Parties.

3. 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 an amended Agreement among the remaining Parties to continue the joint management board with the objectives and processes set out in this Agreement.

4. This Agreement may be amended at any time by an exchange of letters following unanimous approval by the Parties hereto.

5. This Agreement supersedes the Beverly Qamanirjuaq Barren Ground Caribou Management Agreement made between Canada, Manitoba, Saskatchewan, the Northwest Territories and Nunavut on the 1st day of April 2012, as amended by unanimous approval of the Parties in 2022.

**Beverly and Qamanirjuaq Barren Ground
Caribou Management Agreement
2023-2032**


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, as represented by the Minister of Crown-Indigenous Relations and Northern Affairs Canada



Witness



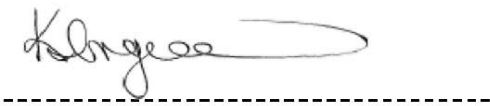
Signed on Behalf of the Government of Manitoba, as represented by the Minister of Natural Resources and Northern Development



Witness



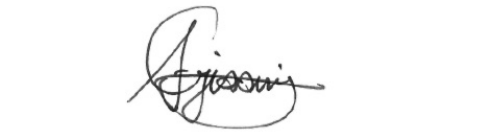
Signed on Behalf of the Government of Northwest Territories, as represented by the Minister of Environment and Climate Change



Witness



Signed on Behalf of the Government of Nunavut, as represented by the Minister of Environment



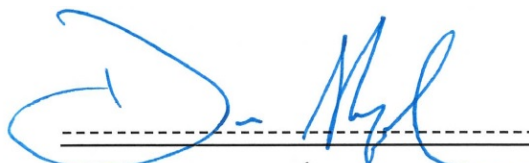
Witness



Signed on Behalf of the Government of Saskatchewan, as represented by the Minister of Environment



Witness
Emni Eltassi



Dana Skoropad

ATHABASCA DENESŪLINÉ



Witness



Black Lake DenesŪliné First Nation



Witness



Fond du Lac DenesŪliné First Nation



Witness

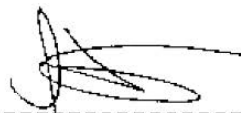


Hatchet Lake DenesŪliné First Nation

THE INUIT OF THE KIVALLIQ REGION;

Amy Kaludjak

Witness

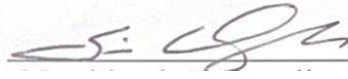


Kivalliq Wildlife Board

MANITOBA FIRST NATIONS

Wayne Wysocki

Witness



Northlands Dene First Nation

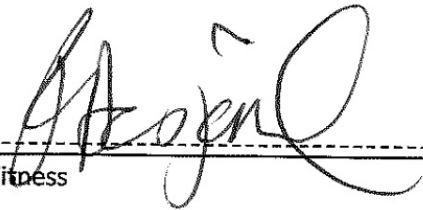


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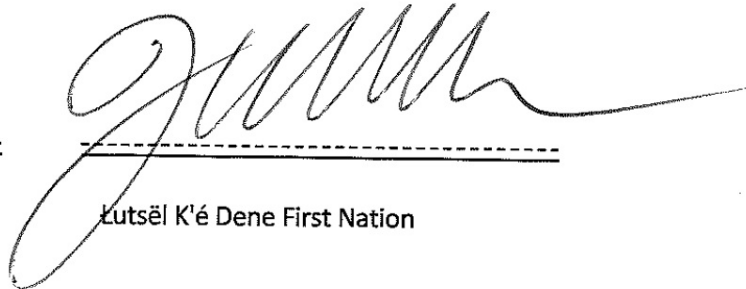


Sayisi Dene First Nation

NORTHWEST TERRITORIES INDIGENOUS ORGANIZATIONS



Witness



Lutsel K'e Dene First Nation



Witness



Northwest Territories Métis Nation



Witness



Tłıchǫ Government