

APPENDIX B

**Bathurst Barren Ground Caribou
Management Planning Agreement**

THIS AGREEMENT made on the 27th day of April A.D. 2000

BETWEEN:

**THE DEPARTMENT OF INDIAN AND NORTHERN AFFAIRS,
GOVERNMENT OF CANADA (DIAND)**

AND

**THE DEPARTMENT OF RESOURCES, WILDLIFE AND
ECONOMIC DEVELOPMENT, GOVERNMENT OF THE
NORTHWEST TERRITORIES (RWED)**

AND

**THE DEPARTMENT OF SUSTAINABLE DEVELOPMENT,
GOVERNMENT OF NUNAVUT (DSD)**

AND

THE DOGRIB TREATY 11 COUNCIL

AND

THE LUTSEL K'E DENE FIRST NATION

AND

THE YELLOWKNIVES DENE FIRST NATION

AND

THE NORTH SLAVE METIS ALLIANCE

AND

THE KITIKMEOT INUIT ASSOCIATION

AND

NUNAVUT TUNNGAVIK INC. (NTI)

AND

THE NUNAVUT WILDLIFE MANAGEMENT BOARD (NWMB)

AND

THE KITIKMEOT HUNTERS AND TRAPPERS ASSOCIATION

(the "Parties")

WHEREAS the Bathurst herd of barren ground caribou historically migrates between the Northwest Territories and Nunavut;

AND WHEREAS the continued well-being of the Bathurst herd and the maintenance of its habitat requires co-ordinated management, goodwill and co-operation amongst the above governments, aboriginal organizations and institutions of public government;

AND WHEREAS the Parties hereto recognize that, as well as the value of the caribou to all Canadians generally, a special relationship exists between aboriginal users and the caribou:

NOW THEREFORE THIS AGREEMENT WITNESSETH that the Parties hereto agree to the following:

A. Definitions

In this Agreement:

1. "Bathurst herd" means that herd of barren ground caribou that regularly bears its young near Bathurst Inlet, Nunavut and historically moves southward into the Northwest Territories for the winter;
2. "Habitat" means the whole or any part of the biosphere upon which the Bathurst caribou herd depends, including all of the land, water and air that it inhabits, crosses or utilizes at any time.
3. "Parties" means the parties to this Agreement and may include their successors or assigns, as defined through future land claims and self-government

agreements.

B. Objectives of the Parties

1. To establish a committee to be known as the Bathurst Caribou Management Planning Committee, hereinafter referred to as the “ Planning Committee”.
2. To promote and strengthen communication and sharing of information among the Parties and among all groups interested in or affecting management of the Bathurst herd and its habitat.

C. The Bathurst Caribou Management Planning Committee

1. The Planning Committee shall have the following objectives:
 - (a) to prepare and recommend a ten year Management Plan for the Bathurst caribou herd and its habitat in accordance with the principles set out in Section E below;
 - (b) to prepare and recommend a process of shared responsibility for the implementation of the Management Plan; and
 - (c) to establish and support communications among the Parties and among all interested groups.
2. Support shall be provided by the Parties hereto to the Planning Committee in its efforts to prepare a Management Plan for the Bathurst herd by responding promptly to requests for information or input.
3. The mandate of the Planning Committee shall end with the submission of the Management Plan or upon the termination of this Agreement, whichever comes first.

D. Planning Committee Responsibilities

Without restricting the generality of clauses of this Agreement, the Parties agree that the Planning Committee shall have the following duties and responsibilities:

1. To prepare, within 3 months of the first meeting of the Planning Committee, a work plan, including at minimum
 - (a) a detailed task list;
 - (b) a schedule;
 - (c) annual budgets; and
 - (d) provisions for public consultation and communications

2. To prepare, within a period of three (3) years, a plan for the conservation and management of the Bathurst herd of barren ground caribou and their habitat. The Management Plan shall address, but is not necessarily limited to the following:
 - (a) sustainable harvest of the Bathurst herd and guidelines for the allocation of that harvest;
 - (b) guidelines for regulating the methods of harvest;
 - (c) habitat management and conservation;
 - (d) research priorities;
 - (e) standardizing data collection and presentation;
 - (f) monitoring the status of the herd and its habitat;
 - (g) a process for review and revision of the plan; and
 - (h) a process for implementation of the plan.
3. To conduct public and community consultations needed to obtain meaningful input for plan preparation and to report to users on its findings and progress.
4. To prepare and make available annual reports that shall include a summary of Planning Committee activities and progress.
5. To recommend the Management Plan for review, approval and implementation to the Parties and to any board or agency with management authority over the Bathurst herd or its habitat.

E. Principles Guiding Development of the Management Plan

The Management Plan shall:

1. Recognize and protect the harvesting rights of Dogrib, Yellowknives and Lutsel K'e Dene, Kitikmeot Inuit and the North Slave Metis while providing appropriate access and recognition to other lawful harvesters.
2. Recognize and protect the rights of aboriginal users as set out in the Nunavut Land Claims Agreement, the Dogrib Agreement in Principle, existing Treaties and future Land Claim/Self Government agreements.
3. Make full use of the best available scientific and traditional knowledge.
4. Recognize and respect differences and similarities in approach to traditional knowledge and scientific data collection and analyses.
5. Recognize the interconnection of the caribou with other components of the physical, biological and cultural environment.
6. Be guided by and implement the principles of conservation, which are:

- (a) the maintenance of the natural balance of ecological systems;
 - (b) the protection of wildlife habitat; and
 - (c) the maintenance of vital, healthy wildlife populations capable of sustaining lawful harvesting needs.
7. Be guided by and implement the precautionary principle which is: in the absence of complete information, where there are threats of serious or irreparable damage, lack of complete certainty shall not be a reason for postponing reasonable conservation measures.
8. Be guided by the past, present and future experience, knowledge and values of northern peoples.

F. Membership of the Planning Committee

1. The Planning Committee shall be composed of one representative from each of the following:
 - DIAND;
 - DSD;
 - RWED;
 - Dogrib Treaty 11 Council
 - Yellowknives Dene First Nation
 - North Slave Metis Alliance
 - Lutsel K'e Dene First Nation
 - Kitikmeot Inuit Association
 - Kitikmeot Hunters and Trappers Association
 - Nunavut Wildlife Management Board
 - Nunavut Tunngavik Inc.
2. The members of the Planning Committee shall be appointed for the term of this Agreement, subject to the right of the parties to terminate the appointment of their respective appointees at any time and reappoint Planning Committee members in accordance with the above.
3. Alternates may be appointed to represent members when members are unable to attend meetings.
4. Members and alternates shall be knowledgeable, willing and able to bring forward the interests and opinions of their constituents and in turn provide information and feedback from the Planning Committee to their constituents.
5. DIAND, RWED and DSD shall be responsible for representation of the public interest including groups without membership on the Planning Committee such as outfitters, the mining industry, and environmental organizations. This does

not reduce the obligation of the Planning Committee to consult directly with these groups or any others.

G. Planning Committee Rules and Procedures

1. The Planning Committee shall establish in writing from time to time rules and procedures for its functioning, including among other things that:
 - (a) a facilitator shall be used to chair and facilitate meetings of the Planning Committee;
 - (b) seven members shall constitute a quorum provided that there are at least two members from Nunavut organizations and two members from Northwest Territories aboriginal organizations;
 - (c) Planning Committee meetings may be held without a quorum but any decisions must be postponed until a quorum is reached;
 - (d) decisions of the Planning Committee shall be made by consensus;
 - (e) where consensus cannot be reached and where appropriate the dissenting view shall be included along with the majority view;
 - (f) the Planning Committee shall keep minutes and records of all its meetings, circulate them amongst its members and make them available to the public;
 - (g) the proceedings of the Planning Committee shall be open to the public however the Planning Committee may go in-camera for discussion of confidential matters or matters internal to the Planning Committee;
 - (h) the Planning Committee may establish or dissolve sub-committees as it deems necessary to carry out its functions, and set the terms of reference for such sub-committees;
 - (i) the Planning Committee shall make use of teleconferences to conduct business whenever appropriate;
 - (j) meetings shall be held in communities or locations within or immediately adjacent to the Bathurst caribou range;
 - (k) Reports, documents for public input and meeting summaries released by the Planning Committee shall be translated into aboriginal languages as appropriate;
 - (l) interpreter services shall be provided as appropriate; and
 - (m) public comments and presentations shall be encouraged.

H. Funding for the Planning Committee

1. DIAND, RWED and DSD shall, subject to the terms and conditions of this Agreement and to funds being appropriated by their respective legislative authorities, annually provide funds necessary to ensure that the Planning Committee is able to function in the manner hereinbefore stated.
2. For greater certainty, DIAND, RWED and DSD shall provide for adequate participation of aboriginal groups, including honoraria for non-salaried

representatives, facilitation, meeting facilities, translation and interpretation, secretariat support and reimbursement for reasonable expenses as per Treasury Board guidelines. DIAND, RWED, DSD, and NWMB shall be responsible for expenses of their representatives on the Planning Committee.

I. 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.
2. This Agreement shall take effect on the 1st day of July, A.D. 2000, and shall terminate on the 30th day of June, A.D. 2003.
3. This Agreement may be extended or amended with the unanimous approval of the Parties hereto.
4. This Agreement is without prejudice to any:
 - (a) Rights or responsibilities of each of the Parties with respect to consideration and approval of the Management Plan prepared by the Planning Committee;
 - (b) existing Aboriginal or treaty rights of any Party to the agreement;
 - (c) on-going or future land claims or self-government negotiations affecting Aboriginal Peoples;
 - (d) changes to legislation including those resulting from the settlement of land claims and self-government negotiations, or resulting from constitutional changes or devolution changes that may occur in the Northwest Territories or Nunavut.
5. In recognition of the importance of the herd and its 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.