

**MEMORANDUM OF UNDERSTANDING
REGARDING COLLABORATIVE EFFORTS
FOR THE MANAGEMENT OF THE
BLUENOSE EAST CARIBOU HERD**

Between

**THE SAHTÚ RENEWABLE RESOURCES BOARD
("SRRB")
and
THE WEK'EEZHİ RENEWABLE RESOURCES BOARD
("WRRB")**

(collectively "the Parties")

PREAMBLE

WHEREAS the SRRB has wildlife management responsibilities pursuant to Chapter 13 of the *Sahtú Dene and Métis Comprehensive Land Claim Agreement* and the *Wildlife Act*;

AND WHEREAS the WRRB has wildlife management responsibilities pursuant to Chapter 12 of the *Tłı̨chǫ Land Claim and Self-Government Agreement* and the *Wildlife Act*;

AND WHEREAS the Parties recognize and respect each other's jurisdiction;

AND WHEREAS the Parties recognize that the 2015 calving ground photographic survey of the Bluenose East caribou herd indicates a decline in population levels, which requires consideration of restricting harvesting for conservation purposes;

AND WHEREAS the Parties wish to establish a cooperative framework within which each Party can exercise its respective jurisdiction over wildlife management measures including a Total Allowable Harvest and allocation of that harvest for the Bluenose East caribou herd;

AND WHEREAS the Parties recognize that setting a Total Allowable Harvest for the Bluenose East caribou herd, and allocation of that harvest, requires each of the Parties to hold a public hearing in their respective settlement areas;

AND WHEREAS the Parties have agreed that a cooperative approach to public hearings will minimize duplication of effort, increase consistency of transboundary conservation measures and ensure that management of the Bluenose East caribou herd is as effective as possible;

AND WHEREAS the Parties recognize their obligations to consult with harvesters, as required under the terms of their respective Land Claim Agreements, and will proceed in a manner that satisfies those obligations;

NOW THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. PURPOSE

1.1 The purpose of this Memorandum of Understanding ("MOU") is to:

- (a) assist the Parties to make better wildlife decisions by cooperatively exercising their respective wildlife management duties and powers with respect to:
 - (i) considering any Bluenose East caribou herd harvest restrictions with the potential for transboundary impacts ;
 - (ii) minimizing duplication of effort in the decision-making process;
 - (iii) increasing certainty for transboundary conservation measures; and
 - (iv) contributing to better decisions on a herd basis (considering the whole herd and the range);
- (b) foster coordination and communication in order to enable the Parties to effectively discharge their respective duties and responsibilities to hold public hearings regarding Bluenose East caribou management.

2. SCOPE

- 2.1 This MOU is intended to establish a cooperative framework between the Parties to collaborate in the preparation for and implementation of Bluenose East caribou management public hearings to be held in 2016 in Sahtú and Tłı̨chǫ communities, and to communicate that framework to the federal, territorial and Tłı̨chǫ governments and the public.
- 2.2 The Parties recognize the paramountcy of Land Claim Agreements and corresponding enabling federal legislation, which prevail over this MOU to the extent of any conflict or inconsistency;

3. COOPERATION AND SHARING OF INFORMATION

- 3.1 The Parties agree to cooperate in fulfilling their respective duties to prepare for and hold public hearings.
- 3.2 The Parties agree that the Board and staff of each Party shall attend the Bluenose East Caribou Management public hearings held in 2016 by the other Party.
- 3.3 The Parties shall provide each other with the information necessary to prepare for, and relevant to, the collaborative public hearings.
- 3.4 The Parties shall consider appropriate opportunities for capacity-building amongst their respective staff and boards, including, where feasible, actions such as shared

training in preparation for a public hearing, joint attendance at technical workshops, etc.

- 3.5 The Parties shall share technical information and resources and local and regional knowledge to support one another in the planning and coordination of the collaborative hearings.
- 3.6 To the extent possible, each Party shall keep the other Party informed of public consultation being conducted by that Party in preparation for the collaborative hearings.
- 3.7 The Parties shall seek opportunities to cooperate in enhancing the public awareness of their respective public hearing processes and requirements.

4. CONFIDENTIALITY AND USE OF INFORMATION

- 4.1 The Parties recognize that in the fulfillment of their respective regulatory functions the Parties are bound by principles of fairness, public accountability and transparency. As a result, it is expected that the information received by the Parties in the fulfillment of their mandates will be made available on the Parties' respective public registries, unless a specific request is received under section 4.2 of this MOU.
- 4.2 If a Party requests that specific information provided to the other Party should be maintained in confidence, the Parties mutually agree to maintain the confidentiality of that information, as requested or appropriate, providing however, that such requests are consistent with the respective mandates of the Parties as public Boards, the requirements of fairness and each Party's procedural rules;
- 4.3 The Party receiving information or other forms of assistance from the other Party pursuant to the MOU, may, at its sole discretion, determine whether to make use of such information in whole or in part.

5. EXPENDITURES

- 5.1 Each Party shall be responsible for the costs of their participation in preparation for and attendance at public hearings, and for any exchange of information, advice, or other forms of cooperation undertaken pursuant to this MOU.
- 5.2 The Parties may agree to cost-share certain components of their respective proceedings.

6. NO EFFECT ON OTHER AGREEMENTS

- 6.1 This MOU is not intended to preclude either Party from entering into such other agreements as that Party may consider necessary to contribute to the effective and efficient fulfillment of its respective mandate.

7. LEGAL LIABILITY

7.1 This MOU is an administrative agreement and indicates the intention of the Parties but does not create a contractual obligation between them.

7.2 This MOU does not

- (a) create any new legal powers or duties for the Parties, nor does it alter, in any way, the powers, duties or responsibilities established for the Parties; or
- (b) diminish or affect any of the procedural or substantive rights which may be guaranteed to beneficiaries

under any Land Claim Agreement or the laws of Canada or the Northwest Territories.

7.3 Nothing in this MOU is intended to create any right or benefit, substantive or procedural, enforceable at law by any person or organization against either Party, its agencies or officers, any agencies or officers carrying out relevant programs authorized under federal, provincial or territorial law, or any other person.

8. OTHER

8.1 Nothing in this MOU is intended to impose any additional funding obligations on either of the Parties. Nothing in this MOU is intended to diminish or otherwise affect the authority of either Party to carry out its statutory, regulatory, or other official functions or to commit either Party to providing a particular service it would not otherwise provide in the scope of its individual mission and functions.

9. PRINCIPAL CONTACTS

9.1 The Parties designate the following individuals as principal contacts. Each Party's contact may be changed at its discretion upon notice to the other Party.

For the SRRB:

Deborah Simmons, Executive Director
PO Box 134
Tulit'a, NT X0E 0K0
(t) 867.588.4040
(f) 867.588.4040
(e) director@srrb.nt.ca

For the WRRB:

Jody Pellissey, Executive Director
102A 4504 - 49th Avenue
Yellowknife, NT X1A 1A7
(t) 867.873.5740
(f) 867.873.5743
(e) jpellissey@wrrb.ca

10. PUBLIC AVAILABILITY OF MOU

10.1 The Parties shall make this MOU and any amendments to this MOU available to the public.

11.1 This MOU shall be in effect beginning the date of execution by both Parties and will remain in force until such time as it is terminated under section 12.2 of this MOU.

12. AMENDMENT OR TERMINATION

12.1 This MOU may be amended at any time with the mutual consent of the Parties. Such amendments shall be added as written addenda to this MOU.

12.2 This MOU may be terminated by either Party upon 30 days prior notice of termination, which may be waived in whole or in part in the discretion of the other Party.

IN WITNESS WHEREOF, the Parties to this Memorandum of Understanding have signed on the 27 day of October, 2015.

For the Sahtú Renewable Resources Board


Per:


Michael Noyelle
Chair


Witness

For the We'kèczlìi Renewable Resources
Board

Per:


Grant Pryzhuk
Interim Chair


Witness