# SUBMISSION TO THE

# NUNAVUT WILDLIFE MANAGEMENT BOARD



# <u>FOR</u>

Information:

# Decision: X

**Issue:** Memorandum of Understanding for the Advisory Committee on Collaborative Wildlife Management (ACCWM)

**Background:** At Regular Meeting 003-2011 the NWMB approved the extension of the Advisory Committee for the Cooperation of Wildlife Management Memorandum of Understanding for a five year period from October 1, 2011 to October 1, 2016, subject to the addition of a section to the MOU that specifies the following:

"The committee's work shall fully respect the NWMB's legal obligation to maintain independence and freedom from bias in carrying out its decision making responsibilities under the Nunavut Land Claims Agreement. Accordingly, the NWMB representative on the Committee shall not participate in the development of harvesting limitations for the Nunavut settlement Area"

## **Overview:**

On August 31<sup>st</sup>, 2012 at a meeting of the ACCWM in Yellowknife, the Board's comments along with those of other signing parties were discussed and incorporated into the attached draft MOU (Appendix 1).

Staff has reviewed this final draft and other parties have signed the document. The ACCWM is requesting that the Board review and sign the attached MOU.

# **Recommendations:**

All comments from both the Board and staff have been incorporated into the final draft of this document. Staff therefore recommend that Board accept and sign the Advisory Committee for the Cooperation of Wildlife Management Memorandum of Understanding.

# **Consultations:**

Prepared By: Sarah Spencer, Wildlife Management Biologist, NWMB

Dated: October 26<sup>th</sup>, 2012

## Appendix 1

## MEMORANDUM OF UNDERSTANDING: COOPERATION ON WILDLIFE MANAGEMENT

### PARTIES:

the Gwich'in Renewable Resources Board ("GRRB"); and the Kitikmeot Regional Wildlife Board ("KRWB"); and the Nunavut Wildlife Management Board ("NWMB"); and the Sahtu Renewable Resources Board ("SRRB"); and the Tuktut Nogait National Park Management Board ("TNNPMB") and the Wildlife Management Advisory Council (NWT) ("WMAC (NWT)") and the Wildlife Management Advisory Council (NWT) ("WMAC (NWT)") and the Wek'èezhii Renewable Resources Board ("WRRB").

#### THE PARTIES AGREE AS FOLLOWS:

- 1. Advisory Committee for Cooperation on Wildlife Management
- 1.1 The Parties hereby establish a Co-Chairs Advisory Committee for Cooperation on Wildlife Management (the "Committee"), which will consist of the Chairs or their alternates of the GRRB, the KRWB, the NWMB, the SRRB, the TNNPMB, the WMAC (NWT), and the WRRB.
- 1.2 The Parties may, with the agreement all Parties and of the affected organizations, expand the organizations recognized as Parties to this MOU.

## 2. Mandate of Committee

- 2.1 The Committee will, as its members deem appropriate, exchange information, help develop cooperation and consensus, and make recommendations<sup>1</sup> regarding wildlife and wildlife habitat issues that cross land claim agreement and treaty area boundaries. Potential transboundary topics for Committee work include:
  - a. a Bluenose Caribou herds management plan and associated action plans;
  - b. sub-plans for different aggregations within these herds;
  - c. total allowable harvests;
  - d. non-quota limitations on harvesting;
  - e. the protection of calving and post-calving grounds; and

<sup>&</sup>lt;sup>1</sup> The Parties that make up the ACCWM have authority through their land claim agreements or other agreements to make recommendations and decisions on wildlife management issues. The ACCWM may make consensus-based recommendations to governments, land-use regulators and respective Boards on general types of management actions. ACCWM recommendations do not prohibit the individual Parties from providing additional recommendations, nor are individual Parties bound by ACCWM recommendations.

- such other wildlife and wildlife habitat related issues as the Committee deems worthy of its attention.
- 2.2 The Committee's work will fully respect the each Party's legal obligation to maintain independence and freedom from bias in carrying out its decision making responsibilities under the applicable land claim or other authorizing agreement. By way of example, the NWMB representative on the Committee will not participate in the development of harvesting limitations for the Nunavut Settlement Area.
- 2.3 The Committee may develop a terms of reference to further clarify its purpose and structure.

### 3. Meetings

- 3.1 The Committee will meet at least once per year and more often as its members deem appropriate. Each member may bring up to three resource persons, including the Executive Director and community harvesting organizations (Renewable Resource Councils/Hunters & Trappers Associations or Organizations).
- 3.2 Unless otherwise agreed with funding agencies, each Party will bear the costs of its member's participation in Committee meetings and other work.
- 3.3 The Parties will determine the chair/host of the next meeting at the conclusion of each meeting.
- 3.4 The meeting chair/host will provide secretariat services to the Committee for that meeting.
- 3.5 The Committee will seek consensus (everyone supports the decision and agrees to move forward) on all decisions. When differences arise the following steps will be taken:
  - Every effort will be made to resolve issues, recognizing that compromise is required to accommodate differences.
  - b. Should the Committee fail to find ways to compromise with each other to accommodate all members, the dissenting view(s) will be recorded and included in the meeting minutes.
- 4. Participation of Government Management Agencies
- 4.1 The Committee may, as its members deem appropriate, invite representatives of government management agencies and other affected organizations to participate in its meetings.
- 5. Period of Memorandum of Understanding ("MOU")
- 5.1 This MOU is valid for a period of five (5) years from October 2012, and it may be extended by the written agreement of the Parties.

ACCWM - Memorandum of Understanding

October 2012 2 of 3

- 6. Legal Effect of MOU
- 6.1 This MOU is not legally binding and it does not recognize, create, define or detract from any rights of the Parties.
- 6.2 Electronic and ink-and-paper signing of this MOU are both acceptable to the Parties.

7. Signatures

Chair, GRRB

Chair, SRRB

Chair, KRWB

an \*

Chair, TNNPMB

Chair, NWMB

Chair, WMAC (NWT)

Chair, WRRB

ACCWM - Memorandum of Understanding

October 2012 3 of 3