

Inuvialuit - Inupiat Polar Bear Management Agreement in the Southern Beaufort Sea

The Inuvialuit of Canada and the Inupiat of the United States,

Noting that both groups have traditionally harvested a portion of polar bears from the same population in the southern Beaufort Sea;

And Noting that the continued hunting of polar bears is essential to maintain the dietary, cultural, and economic base of the groups;

And Noting that the maintenance of a sustained harvest for traditional users in perpetuity requires that the number of polar bears taken annually not exceed the productivity of the population;

And Noting that the International Agreement on the Conservation of Polar Bears provides for cooperation in the research and management of shared populations;

And Noting that nothing in this Agreement shall be read to abrogate the responsibilities of Federal, Provincial or State authorities under existing or future statutes;

And Noting that the Inuvialuit and the Inupiat will have a long-term fundamental influence on the maintenance and use of this resource and that the efforts of other parties will also be required to ensure effective conservation;

Have agreed as follows:

Article I

Definitions:

(a) The species considered in this Agreement is the polar bear (*Ursus maritimus*).

(b) The area covered by this Agreement is the southern Beaufort Sea from approximately Pearce Point, Canada, to Icy Cape, USA, along the mainland coast, and extending north to a line approximately equidistant between Banks Island and the mainland coast.

(c) The people covered by this Agreement are the Inuvialuit of Canada and the Inupiat of the North Slope of Alaska.

(d) The settlements and their outpost camps whose hunting practices may be affected by this Agreement are Barrow, Nuiqsut, Wainwright, Atkasuk and Kaktovik in the United States and Inuvik, Aklavik, Tuktoyuktuk and Paulatuk in Canada.

(e) Sustainable yield means a harvest level which does not exceed net annual recruitment to the population and accounts for all forms of removal from the population, including non-subsistence take, and which considers the status of the population, based on the best available scientific information.

(f) A cub-of-the-year is a young polar bear that is less than one year of age; a yearling polar bear is older than one year of age but less than two years of age and still with its mother; a family group consists of a mother with one or more cubs-of-the-year or yearlings.

(g) A Joint Commission with responsibility to implement this agreement will be formed and shall consist of two (2) representatives designated by each of the Inuvialuit Game Council and the North Slope Borough Fish and Game Management Committee. A Technical Advisory Committee with responsibility for collecting and evaluating scientific data and making recommendations shall be appointed by the Joint Commission.

Article II

Objectives:

- (a) To maintain a healthy viable population of polar bears in the southern Beaufort Sea in perpetuity.
- (b) To manage polar bears on a sustained yield basis in accordance with all the best information available.
- (c) To provide increased protection to female polar bears by encouraging two males to be hunted for each female.
- (d) To encourage the collection of adequate scientific, traditional, and technical information in a timely manner to facilitate management decisions.
- (e) To minimize detrimental effects of human activities, especially commercial activities, on important bear habitat.
- (f) To identify research priorities, such as to further refine the eastern and western boundaries of the population of polar bears, and to re-estimate the population size.
- (g) To encourage the wise use of the polar bear population and all polar bear products.
- (h) To continue facilitation of the cultural exchange of polar bear meat and products between traditional users in Alaska and Canada.
- (i) To facilitate the export to the USA of hides and other products from polar bears harvested by Inuvialuit hunters in Canada.
- (j) To legalize the sale of hides and other products from polar bears harvested by the traditional Alaskan users in Alaska (Enabling legislation required).
- (k) To consider at a later date a limited legalized Alaskan sport harvest of polar bears which emphasizes benefits to local hunters of the area (Enabling legislation required for Federal management).
- (l) To meet annually to review the best available information on the polar bear population in the southern Beaufort Sea, and make recommendations for research and management; then, to review this Agreement every 10 years, or sooner if requested.

Article III

Regulations:

This Agreement supersedes the previous Agreement between the Inuvialuit and the Inupiat on Polar Bear Management in the Southern Beaufort Sea signed in January 1988.

To conserve this population of polar bears, the Inuvialuit and the Inupiat have agreed as follows:

- (a) All bears in dens or constructing dens are protected.
- (b) All members of a family group are protected.
- (c) The hunting season shall extend from August 1 to May 31 in Canada and from September 1 to May 31 in Alaska.
- (d) The annual sustainable harvest shall be determined by the Joint Commission in consultation with the Technical Advisory Committee and shall be divided between Canada and Alaska according to an annual review of scientific evidence. Allocation agreements shall be negotiated and ratified annually that will apply to the next hunting season. Each signatory to this Agreement shall determine for itself the distribution of the harvest within its jurisdiction.
- (e) The use of aircraft or large motorized vessels for the purpose of taking polar bears shall be prohibited.
- (f) Each jurisdiction shall prohibit the exportation from, the importation and delivery into, and traffic within, its territory of polar bears or any part or product thereof taken in violation of this Agreement.
- (g) Polar bears in villages during closed seasons should, whenever possible, be deterred from the area.
- (h) Polar bears threatening human safety or property, including those killed during research activities, may be taken at any time of the year and will be counted as part of the total quota as ascribed by the Joint Commission.
- (i) These regulations do not preclude either party from unilaterally introducing additional conservation practices within their own jurisdictions.
- (j) Quotas will not be reduced in future years just because the full quota is not taken. (k) Any readjustment of the boundaries may necessitate a readjustment of user allocations under the management plan, and an amendment of this Agreement by mutual agreement, as outlined in Article V (c).

Article IV

Collection of Data and Sharing of Information:

- (a) The following data will be recorded for each bear killed: sex, date and location of the kill, and hunter's name.

(b) The following specimens should be collected from each bear killed: the lower jaw or an undamaged post-canine tooth to be used for age-determination, ear tags, lip tattoos, and radio collars if present, the baculum from each male, and other specimens as agreed to by the hunters of either jurisdiction for additional studies.

(c) A summary of all harvest information and pertinent research plans or results from each jurisdiction shall be exchanged annually.

(d) The number of collars deployed for research purposes shall be limited to the minimum number necessary to provide accurate population information.

Article V

Duration and Administration of Agreement:

(a) This Agreement shall enter into force when it has been signed by the representatives of each party.

(b) This Agreement shall remain in force unless either Contracting Party requests it be terminated.

(c) Amendments to the Agreement may be proposed by either signatory, then accepted or rejected by mutual agreement after consultation with the North Slope Borough Fish and Game Management Committee and the Inuvialuit Game Council. Formal written notification of any management changes or amendments to the Agreement approved and accepted by both parties should be made to the Marine Mammals Management section of the U.S. Fish and Wildlife Service in Anchorage, U.S.A. and the Department of Resources, Wildlife, and Economic Development in Yellowknife, Canada.

The Alaskan signatories of this document have no authority, to bind and do not purport to bind the North Slope Borough to any agreement which would otherwise be in violation of the exclusive federal treaty power established by the United States Constitution, but are acting solely as representatives of the local traditional user group of the polar bear resource in furthering the consultation, management, and information exchange goals of the International Agreement on the Conservation of Polar Bears.

SIGNED on this the 4th day of March, 2000 in the Town of X_____

On behalf of the North Slope Inupiat

Fenton Rexford, Chairman North Slope Borough, Fish & Game Management Committee
Charlie Brower, Director, North Slope Borough, Department of Wildlife Management

On behalf of the Inuvialuit Game Council

Duane Smith, Chairman, Inuvialuit Game Council
Frank Pokiak, Vice Chairman, Inuvialuit Game Council