

AGREEMENT BETWEEN
THE ICE SEAL COMMITTEE
AND
THE NATIONAL MARINE FISHERIES SERVICE
FOR THE CO-MANAGEMENT OF ALASKAN
ICE SEAL POPULATIONS

I. PARTIES

This document constitutes an Agreement between the Ice Seal Committee (ISC) and the National Marine Fisheries Service (NMFS), otherwise referred to as the Parties.

ISC is a tribally authorized Alaska Native Organization that represents ice seal subsistence hunters within the following five Alaska Native regions: 1) North Slope Borough, 2) Maniilaq, 3) Kawerak, 4) Association of Village Council Presidents, and 5) Bristol Bay Native Association.

NMFS has the primary federal responsibility for the conservation and management of certain marine mammals in the United States.

II. PURPOSES

- A. The primary purpose of this Agreement is to set forth a structure for the conservation and management of ice seals in Alaska between ISC and NMFS in order to achieve the following goals:
1. To promote the sustained health of Alaskan ice seals in order to protect the culture and way of life of Alaska Natives who rely on the harvest of ice seals for subsistence uses;
 2. To advance co-management, research, and the use of traditional knowledge of Alaska Natives; and
 3. To provide information to subsistence hunters and the public at large.

III. GUIDING PRINCIPLES

- A. As the only consumptive users of Alaskan ice seals, Alaska Natives are dedicated to the long-term, sustainable harvest of ice seals for food and handicrafts. Their long history of self-regulation, coupled with their rich oral tradition and day-to-day contact with ice seals, gives Alaska Natives unique insight and knowledge of these important marine mammals.
- B. NMFS has scientific expertise in areas of biology, ecology, and resource management. Under the Marine Mammal Protection Act of 1972, as amended (MMPA), NMFS is mandated to maintain and recover marine mammal populations to their Optimum Sustainable Populations and maintain populations

as a significant functioning element in the ecosystem. NMFS is also responsible to maintain population levels that will allow sustainable subsistence harvests by Alaska Natives.

- C. A partnership between the federal agency with management authority and the Alaska Native resource users is an important structure for conservation and stewardship of marine mammal populations that are critical to the subsistence life-ways of Alaska Natives. This agreement provides for full and equal participation by both Parties in decisions affecting the subsistence management of marine mammals, to the maximum extent allowed by law.
- D. A key to the success of this partnership is to incorporate the spirit and intent of co-management by building trust and by establishing close cooperation and communication between the two Parties and their constituents. Shared decision-making shall be through consensus, based on mutual respect and understanding of each Party's cultural perspective.

IV. AUTHORITIES

- A. The ISC has the authority to enter into this Agreement under authorizing resolutions from those tribes, tribal consortiums, or tribally authorized organizations listed in Appendix A.
- B. NMFS has the authority to enter into this Agreement pursuant to section 119 of the MMPA, 16 U.S.C. 1388. Guidance is provided by the Presidential Memorandum of April 29, 1994 (Government-to-Government Relations with Native American Tribal Government); Executive Order 13175, November 6, 2000 (Consultation and Coordination with Indian Tribal Governments); the American Indian and Alaska Native Policy of the U. S. Department of Commerce, March 30, 1995; and the Memorandum of Agreement for Negotiations of Marine Mammal Protection Act Section 119 Agreements, August, 1997.

V. SCOPE

- A. This Agreement is intended to cover the four ice seal species; referred to as the ringed seal (*Phoca hispida*), bearded seal (*Erignathus barbatus*), ribbon seal (*Histiophoca fasciata*), and spotted seal (*Phoca largha*), throughout their ranges in Alaska.
- B. The ISC represents the conservation and co-management interests of ice seal hunters and subsistence users in a geographic area that extends along the western, northwestern, and arctic coasts from Bristol Bay to the Canadian border.
- C. This Agreement encompasses the entire region as described above. However, specific actions taken or recommendations made pursuant to this Agreement may be limited to certain regions or sub-areas, as deemed appropriate.

VI. OPERATIONAL STRUCTURE

- A. *Ice Seal Co-Management Committee.* Recognizing the need for a joint effort to conserve ice seal populations in Alaska and to maintain a sustainable harvest for subsistence uses, the Parties agree to establish an Ice Seal Co-Management Committee. The Co-Management Committee will develop a Management Plan by way of annual meetings. Meetings will be conducted as follows:
1. *Composition.* The Co-Management Committee shall be comprised of the five management regional Representatives of ISC and three members from NMFS upon the signing of this Agreement. The members of the Committee shall serve at the pleasure of the Party by which they were appointed. Each Party may include advisors to be present at meetings upon consent of Committee members. The Committee shall select its Chair(s) by consensus. The Committee may form subcommittees as necessary.
 2. *Meetings.* The Co-management Committee shall hold an annual meeting and may hold other meetings, as necessary, at the request of either Party. The Chair(s) shall circulate a draft agenda for comment in advance of each meeting. A quorum of six members is required for a meeting to be held. Decisions of the Committee shall be through consensus, based on mutual respect. Meetings of the Co-management Committee shall be open to the public. The Committee may also hold executive sessions.
 3. *Actions.* The Co-management Committee shall develop a Management Plan (or plans) for ice seals in Alaska. The Management Plan (or plans) will be the guiding document for joint and separate management actions by the ISC and NMFS related to the conservation and management of subsistence uses of Alaskan ice seals. In developing and revising the Management Plan (or plans), the Committee shall consider technical information, and such non-technical information including cultural, ethical, policy and legal concerns, as it deems appropriate. The Committee will evaluate the success of its Management Plan (or plans) and will update it annually.

VII. MANAGEMENT PLAN

- A. The Co-management Committee shall prepare and update a Management Plan (or plans) describing relevant information, specifying mutually agreed upon actions to be implemented by the ISC and NMFS, and setting forth recommendations for additional activities that would promote Alaskan ice seal conservation. Management Plans may be comprised of, but not limited to, the following sections:
1. Population monitoring;
 2. Harvest monitoring;

3. Education;
 4. Research recommendations;
 5. Management issues such as, habitat protection, fisheries interactions, climate change, harvest, other anthropogenic impacts, etc.;
 6. Training: cross cultural / technical;
 7. Traditional Knowledge; and
 8. Other Recommendations.
- B. Under each section, the Management Plan (or plans) will summarize past activities and describe anticipated activities, including the following:
1. Summary of recent progress and new information;
 2. Outline of future goals and activities; and,
 3. Name of organization(s) to assume specific project lead.

VIII. CONSULTATIONS

- A. *Routine communications.* ISC and NMFS shall consult on a routine basis as set forth in this Agreement. The ISC Project Director and the NMFS Ice Seal Program Coordinator shall communicate on an as-needed basis concerning matters related to ice seals in Alaska. In addition, each Party shall keep each other apprised of relevant media contacts and agrees to consult with the other prior to initiating contact with the media on topics contained within this Agreement.
- B. *Regulation and enforcement.* NMFS recognizes existing tribal authorities that regulate and enforce tribal provisions during the conduct of the subsistence harvests of ice seals in Alaska. The ISC recognizes the Secretary of Commerce's authority to regulate and enforce provisions of the MMPA applicable to the taking of Alaskan ice seals.
- C. *Species (stock) listing.* As concern about any Alaskan ice seal stock arises (i.e., prior to listing as strategic or depleted under the MMPA and/or as threatened or endangered under the Endangered Species Act) the Parties agree that the Co-management Committee shall:
1. Consult and recommend about a possible need to list;
 2. Consult and recommend about management strategies to avoid a possible listing;
 3. After listing, consult and recommend about possible regulations; and
 4. After listing, consult and recommend about possible arrangements for ensuring compliance and enforcement.
- D. *Research Ethics.* To the extent permitted by law, the Parties agree to encourage and assist all scientists who plan to conduct research that will occur in Alaska Native villages to advise Native People who are to be affected by the study of the purpose, goals, and time-frame of the research, the data gathering techniques, and

possible impacts of the research, and to obtain the informed consent of the appropriate governing body.

IX. FUNDING

- A. Both Parties agree that long-term funding for sustained co-management and conservation programs is important for the health of ice seals in Alaska. No financial commitment on the part of either Party is authorized or required by this Agreement. No funds or transfer of funds are pursuant to this agreement.
- B. This Agreement does not replace the need for a financial assistance award in accordance with 16 U.S.C. § 1388. Until those funds become available, each Party shall bear its own costs in participating in this Agreement (e.g., for travel, consultations, training sessions, and population and harvest monitoring).
- C. This Agreement is subject to the availability of funds.

X. OTHER PROVISIONS

- A. Nothing in this Agreement is intended or shall be construed to authorize any expansion or change in the respective jurisdiction of Federal, State, or Tribal Governments over fish and wildlife resources, or alter in any respect the existing political or legal status of Alaska Native entities.
- B. If the terms of this Agreement are inconsistent with existing laws, regulations, or directives of either of the Parties entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished by either an amendment to this Agreement or by a new Agreement, whichever is deemed expedient to the interest of both Parties.
- C. Should disagreements arise over the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing and presented to the other Party for formal consideration. If agreement on interpretation is not reached within 30 days, the disagreement will be referred to the Co-management Committee for appropriate resolution.

XI. ADOPTION, DURATION, AND MODIFICATION

- A. This Agreement shall take effect upon the date of signature of the respective Parties and shall remain in effect until terminated by either of the Parties in accordance with the termination provisions of this Agreement. The Parties will

review this Agreement at least once every three years to determine whether it should be revised, renewed, or canceled.

- B. Modifications of this Agreement may be proposed at any time by either Party and shall become effective upon approval by both Parties.
- C. *Termination clause:* This Agreement may be terminated by either Party by giving 45 days prior written Notice of Termination to the other Party. Such Notice shall be addressed to the principal contact for the receiving Party.

XII. SIGNATORIES

In Witness Whereof, the Parties hereto have executed this Agreement as of the last written date below:

<u>Charles D.N. Brower</u> 10-25-06	<u>James W. Balsiger</u> 10-25-06
Charles D.N. Brower Date	James W. Balsiger Date
Chairman Ice Seal Committee P.O. Box 946 Nome, Alaska 99762	Regional Administrator National Marine Fisheries Service U.S. Department of Commerce P.O. Box 21668 Juneau, Alaska 99801

Agreement between the Ice Seal Committee and the National Marine Fisheries Service Entered into Pursuant to Section 119 of the Marine Mammal Protection Act of 1972, As Amended.

Appendix A

List of tribes, tribal consortiums, and tribally authorized organizations providing authorized resolutions to the five management regions recognized under the Ice Seal Committee.

Authorized Organization

Resolution Date

North Slope Borough

Maniilaq

Kawerak

Association of Village Council Presidents

Bristol Bay Native Association