

GWICH'IN TRIBAL COUNCIL

**BY-LAW NO. 1
GOVERNANCE**

GWICH'IN TRIBAL COUNCIL

PO Box 1509

Inuvik, NT X0E 0T0

Phone: (867) 777-7900

www.gwichintribal.ca



TABLE OF CONTENTS

ARTICLE 1: INTERPRETATION3
ARTICLE 2: CORPORATE SEAL6
ARTICLE 3: MEMBERSHIP7
ARTICLE 4: ASSEMBLIES10
ARTICLE 5: ANNUAL GENERAL ASSEMBLIES12
ARTICLE 6: SPECIAL ASSEMBLIES16
ARTICLE 7: ELECTIONS OF EXECUTIVE AND DIRECTORS17
ARTICLE 8: ADDITIONAL RULES FOR ELECTIONS OF THE EXECUTIVE.....18
ARTICLE 9: THE BOARD OF DIRECTORS26
ARTICLE 10: BOARD COMMITTEES34
ARTICLE 11: OFFICERS37
ARTICLE 12: EXECUTIVE.....40
ARTICLE 13: COSTS OF MEETINGS41
ARTICLE 14: BONDS, LIABILITY, INDEMNITY AND INSURANCE42
ARTICLE 15: EXECUTION OF DOCUMENTS44
ARTICLE 16: FINANCES44
ARTICLE 17: BORROWING POWERS45
ARTICLE 18: RULES AND REGULATIONS45
ARTICLE 19: WAIVER OF NOTICE45
ARTICLE 20: DISPUTE RESOLUTION PROCEDURE46
ARTICLE 21: RESOLUTIONS47
ARTICLE 22: CONDUCT OF PERSON(S).....48
ARTICLE 23: ALTERATION OF BY-LAWS AND ELECTION POLICY.....48

GWICH'IN TRIBAL COUNCIL

BY-LAW NO. 1

Article 1: INTERPRETATION

- 1.1 **Definitions.** In this By-law and all other By-laws of the Tribal Council, unless the context otherwise requires:
- (a) **“Act”** means the *Canada Not-for-Profit Corporations Act, SC 2009, c. 23* including the Regulations made pursuant to that Act, as amended and/or repealed and replaced from time to time;
 - (b) **“Affiliates”** shall have the same meaning as “Affiliated bodies corporate” in the Act;
 - (c) **“Annual General Assembly”** means an assembly convened in accordance with Article 5 of this By-law;
 - (d) **“Articles”** means the original or restated articles of incorporation or articles of amendment, amalgamation, continuance, reorganization, arrangement or revival of the Tribal Council;
 - (e) **“Assembly”** or **“Assemblies”** means an Annual General Assembly and/or a Special Assembly;
 - (f) **“Board”** or **“Board of Directors”** means the board of Directors of the Tribal Council;
 - (g) **“By-Election”** has the meaning given to it in Article 8.1;
 - (h) **“By-law”** means this By-law No. 1 of the Tribal Council;

- (i) **"Chief Executive Officer"** has the meaning as provided for in Article 11.2 of this By-law;
- (j) **"Chief Financial Officer"** has the meaning as provided for in Article 11.4;
- (k) **"Chief Operating Officer"** has the meaning as provided for in Article 11.3;
- (l) **"Chief Returning Officer"** has the meaning given to it in Article 10.3;
- (m) **"Council Member"** has the meaning given to it by Article 3.1(a);
- (n) **"Delegate"** has the meaning given to it in Article 4.2;
- (o) **"Delegation"** has the meaning given to it in Article 4.2;
- (p) **"Deputy Returning Officer"** has the meaning given to it in Article 10.3;
- (q) **"Director"** means a member of the Board;
- (r) **"Elder"** means a Participant Member who is at least sixty (60) years of age;
- (s) **"Election"** has the meaning given to it in Article 8.1;
- (t) **"Elections Policy"** means the Policy and Procedure Manual for Executive Elections of the Gwich'in Tribal Council passed under this By-law, as amended and/or repealed and replaced from time to time;
- (u) **"Elections Committee"** means the Elections Committee established pursuant to Article 10.1(d);
- (v) **"Enrolment Register"** means the enrolment register of Gwich'in persons maintained by the Tribal Council pursuant to Chapter 4 of the Land Claim Agreement;

- (w) **"Executive"** has the meaning given to it in Article 12.2;
- (x) **"Fiscal Year"** means the first and each subsequent period commencing on April 1 of a calendar year and ending on March 31 of the subsequent calendar year;
- (y) **"General Election"** has the meaning given to it in Article 8.1;
- (z) **"Good Standing"** means a Participant Member who is not disqualified to be an Executive or Director pursuant to Article 7.4 and is not suspended or removed pursuant to Article 9.13 of this By-law;
- (aa) **"Gwich'in Community"** means the communities of Teet'it Zheh (Fort McPherson), Tsiigehtchic, Inuvik or Aklavik, and "Gwich'in Communities" means these four communities collectively;
- (bb) **"Gwich'in Council"** means the Tetlit Gwich'in Council, the Gwichya Gwich'in Council, the Ehdiitat Gwich'in Council or the Nihtat Gwich'in Council (which councils have been established as "designated Gwich'in organizations" pursuant to Chapter 7 of the Land Claim Agreement) and "Gwich'in Councils" means these four (4) Gwich'in Councils collectively;
- (cc) **"Gwich'in Settlement Area"** means that area within the Northwest Territories as described in Appendix A to the Land Claim Agreement;
- (dd) **"Gwich'in Settlement Region"** means the area within the Northwest Territories and Yukon as described in Appendix A and C to the Land Claim Agreement;
- (ee) **"Gwich'in Interpreter"** has the meaning given to it in Article 10.3;
- (ff) **"Land Claim Agreement"** means the Gwich'in Comprehensive Land Claim Agreement dated the 22nd day of April, 1992;

- (gg) **"Officer"** means any of the Chief Executive Officer, Chief Operating Officer or Chief Financial Officer and **"Officers"** means these three (3) individuals collectively;
- (hh) **"Ordinary Resolution"** means a resolution passed by a simple majority of votes cast by persons entitled to vote in respect of such resolution;
- (ii) **"Participant Member"** has the meaning given to it in Article 3.1(b) of this By-law;
- (jj) **"Poll Clerk"** has the meaning given to it in Article 10.3;
- (kk) **"Remote Voting"** has the meaning given to it in Article 8.13;
- (ll) **"Runoff Election"** has the meaning given to it in Article 8.1;
- (mm) **"Special Assembly"** means an Assembly convened in accordance with Article 6 of this By-law;
- (nn) **"Special Resolution"** means a resolution passed by a majority of not less than two-thirds (2/3) of the votes cast on that resolution;
- (oo) **"Tribal Council"** means the Gwich'in Tribal Council, being a corporation continued under the Act; and,
- (pp) **"Youth"** means a Participant Member of at least eighteen (18) years of age and not older than twenty-nine (29) years of age on or before the date upon which notice of an Assembly is given.

Article 2: CORPORATE SEAL

- 2.1 The seal, an impression of which is stamped in the margin of this document, shall be the seal of the Tribal Council. The Chief Executive Officer of the Tribal Council shall be the custodian of the corporate seal.

Article 3: MEMBERSHIP

- 3.1 **General — Membership in the Tribal Council.** Subject to the Articles, there shall be classes of membership within the Tribal Council as follows:
- (a) **Council Members** are comprised of the Gwich'in Councils each represented by an individual appointed for this purpose by each of them from time to time as outlined in Article 3.13 hereof. These members shall be entitled to receive notice of and to attend all meetings of the members of the Tribal Council and each member shall have one (1) vote on all matters at such meetings other than with respect to General Elections.
 - (b) **Participant Members** are persons who appear on the enrolment register maintained pursuant to Chapter 4 of the Land Claim Agreement that are of at least eighteen (18) years of age. These members are entitled to receive notice of and participate in General Elections and each Participant Member shall have one (1) vote for the Executive office in the General Election.
- 3.2 **Special Resolution.** A Special Resolution of the Council Members is required to make any amendments to this Article of the By-laws if those amendments:
- (a) create a new class or group of members;
 - (b) change a condition required for being a member;
 - (c) change the designation of a class or group of members or add, change or remove any rights and conditions of such class or group;
 - (d) divide a class or group of members into two or more classes or groups and fix the rights and conditions of each class or group;
 - (e) add, change or remove an Article of the By-laws respecting the transfer of a membership; or,

- (f) change the manner of giving notice to members entitled to vote at a meeting of members.
- 3.3 **Rights of Members.** Without limiting the generality of the foregoing, the Council Members shall have the right to take part in all activities and to have access to all facilities established by the Tribal Council for the promotion of the Tribal Council's objects as set out in the Land Claim Agreement, free of fees and dues, subject however to this By-law, any other applicable by-laws and such other regulations as the Board shall prescribe from time to time.
- 3.4 **Responsibilities of Council Members.** Council Members are responsible for the advocacy and fair representation of their Participant Members.
- 3.5 **Transfer of Council Membership.** Memberships of Council Members may only be transferred to the Tribal Council.
- 3.6 **Withdrawal of Council Membership.** A Council Member shall only be entitled to withdraw from such membership pursuant to a Special Resolution passed at an Assembly. A Special Assembly shall be called within ninety (90) days of such withdrawal to terminate such Council Member in accordance with Article 3.7.
- 3.7 **Termination of Council Membership.** A Council Member's membership in the Tribal Council is terminated when:
- (a) the Council Member is expelled or their membership is otherwise terminated in accordance with the Articles or By-laws;
 - (b) the Tribal Council is liquidated or dissolved under the Act; or,
 - (c) the Council Member is liquidated or dissolved under the Act.
- 3.8 **Transfer of Participant Membership.** There shall be no transfer of the memberships of Participant Members.

- 3.9 **Termination or Withdrawal of Participant Membership.** The termination or withdrawal of a membership of a Participant Member must follow regulations pursuant to the enrolment process as specified in Chapter 4 of the Land Claim Agreement.
- 3.10 **Effect of Withdrawal or Termination of Membership.** Subject to the Articles, upon any withdrawal or termination of membership, the rights of the member, including any rights in property of the Tribal Council or otherwise related to membership automatically cease to exist.
- 3.11 **Participation by Electronic Means at Members' Meetings.** If the Tribal Council chooses to make available a telephonic, electronic or other communication facility that permits all members to communicate adequately with each other during an Assembly, any person entitled to attend and vote at such Assembly may attend and vote, in the meeting by means of such telephonic, electronic or other communication facility that the Tribal Council has made available for that purpose.
- A person participating in a meeting by such means is deemed to be present at the meeting. Notwithstanding any other provision of this By-law, any person participating in an Assembly pursuant to this Article who is entitled to vote at that Assembly may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the Board has made available for that purpose.
- 3.12 **Absentee Voting.** There shall be no absentee or proxy voting at an Assembly meeting.
- 3.13 **Council Member Representatives.** The individual representing each Council Member per Article 3.1(a) shall be its President. Any such person shall serve in this capacity as long as they hold the office of President of a Council Member and are qualified to be a Director of the Board of the Tribal Council under Article 7. Should the office of President of any Council Member become vacant or the person holding it be disqualified as a Director of the Board of the Tribal Council under Article 7.4, the Council Member shall appoint a member of its

board of directors that would be qualified to be a Director of the Board of the Tribal Council under Article 7 to serve as its voting representative until such time as the Council Member's office of President has been filled or filled by a qualified person.

Article 4: ASSEMBLIES

- 4.1 **General.** Assemblies shall either be an Annual General Assembly or a Special Assembly. Assemblies shall be the ultimate governing body of the Tribal Council and may, by Ordinary Resolution (unless indicated otherwise), set direction for the Tribal Council in accordance with the objectives as set out in the Land Claim Agreement and in accordance with the provisions of this By-law.
- 4.2 **Delegations.** Each of the Gwich'in Councils shall send a Delegation to each Assembly of the Tribal Council, and such Delegation shall be composed as follows (each person listed herein being a "Delegate", and collectively being a "Delegation"):
- (a) no fewer than three (3) and no more than five (5) Participant Members who are entitled to vote from the applicable Gwich'in Council, and which Participant Members shall include:
 - (i) where possible, an Elder (who shall serve as representative(s) of all the Elders in the applicable Gwich'in Council);
 - (ii) where possible, a Youth (who shall serve as representative(s) of all the Youth in the applicable Gwich'in Council); and,
 - (iii) where possible, an individual who does not reside in the Gwich'in Settlement Area;
 - (b) the President of each Gwich'in Council; and,

- (c) one director from the Gwich'in Council's board of directors.

For greater certainty, only the individuals selected to represent Council Members in accordance with this Article 4.2, the Directors and the Grand Chief may vote at an Assembly. Delegates shall be chosen by the Gwich'in Councils pursuant to their own internal procedures.

- 4.3 **Quorum.** A quorum at any Assembly (unless a greater number of members are required to be present by the Act), shall be:

- (a) with respect to all Assemblies and matters to be voted on other than a General Election, a simple majority of the representatives of Council Members as appointed under Article 4.2(a); and,
- (b) with respect to voting in a General Election, 5% of the Participant Members entitled to attend such Assembly and vote in the General Election pursuant to Article 3.1(b).

If a quorum is present at the opening of an Assembly, the members present may proceed with the business of the meeting even if a quorum is not present throughout the Assembly.

- 4.4 **Chair.** Two (2) individuals will be chosen by the Assembly upon recommendation of the Board to chair and sub-chair the proceedings. The Board shall consider the qualifications and experience of candidates in the appointment of the Chair and Sub-Chair. Where possible, the chairpersons shall be a Participant Member. The chairpersons shall be responsible for enforcing Roberts Rules of Order during the Assembly and shall not have a vote.

- 4.5 **Minute Taker.** One (1) individual will be chosen by the Secretary of the Tribal Council to record all Assembly minutes. It is their responsibility to ensure that all meeting discussions and decisions are recorded accurately. At the conclusion of the Assembly, the Minute Taker must provide the Secretary with an electronic Word document containing a detailed description of the

Assembly. The Secretary shall instruct the Minute Taker on the preferred format of the minutes prior to the Assembly.

- 4.6 **Resolutions Committee.** Two (2) to three (3) individuals will be chosen by the Assembly to record proposed resolutions to community concerns raised throughout the Assembly. At the conclusion of the Assembly, the Resolutions Committee shall present these resolutions to the Assembly for action by the Board.
- 4.7 **Majority Vote.** Every question at an Assembly shall, unless otherwise provided by the By-laws or the Act, be determined by a majority of votes cast on the questions. At Assemblies, with respect to those matters to be decided by an Ordinary Resolution or Special Resolution, the passage of an Ordinary or Special Resolution shall govern unless the Act or this By-law provides otherwise.
- 4.8 **Location.** All Assemblies shall be held within the Gwich'in Settlement Area.
- 4.9 **Manner of Voting.** Subject to the provisions of this By-law and unless otherwise specified, voting at an Assembly shall be by a show of hands. A Council Member may request a ballot either before or after any vote by show of hands.

Article 5: ANNUAL GENERAL ASSEMBLIES

- 5.1 **Business.** Without limiting the generality of the responsibilities set out in Article 4.1 of this By-law, business transacted at an Annual General Assembly may include:
- (a) receiving and approving reports from the Board, the Executive and such committees as shall be created pursuant to this By-law;

- (b) approving any major change to the Tribal Council's strategic plan and future direction in the Gwich'in Settlement Area or Gwich'in Settlement Region;
- (c) providing direction for the Tribal Council and its objects as set out in the Land Claim Agreement;
- (d) providing direction for the administration of capital and lands transferred pursuant to the Land Claim Agreement;
- (e) receiving the audited financial statements for the previous Fiscal Year;
- (f) monitoring the Tribal Council's organizational and financial performance;
- (g) providing leadership and setting standards in ethics and leadership;
- (h) approving any amendments to the By-laws of the Tribal Council as enacted from time to time;
- (i) appointing the auditor of the Tribal Council;
- (j) considering and reviewing any proposal or matter that any Council Member wishes to bring before the Assembly subject to prior reasonable notice to the Board pursuant to Article 5.5 of this By-law;
- (k) the election of Executive by the Participant Members to hold a term of no more than four (4) years; and,
- (l) the appointment of Directors.

5.2 **Place and Time.** The Board shall call an Annual General Assembly to be held in August of each year, at a location, subject to Article 4.8 hereof, chosen by the previous Annual General Assembly; or, in the event of unforeseen circumstances, at a time and place chosen by the Board.

5.3 **Notice.** The Chief Executive Officer of the Tribal Council shall send notice of the time and location of an Annual General Assembly to each of the Council Members entitled to attend and vote on matters at the Annual General Assembly by the following means within the specified time period:

- (a) by posting such notice in a prominent news publication that is distributed in each Gwich'in Community at least three (3) consecutive weeks prior to the Annual General Assembly or by posting such notice in a conspicuous location to a notice board in each Gwich'in Community not less than 30 days before the Annual General Assembly; and,
- (b) by telephonic, electronic, or other communications methods not less than 30 days before the Annual General Assembly.

Each Gwich'in Council shall ensure that each of their Delegates has received notice as provided for herein.

5.4 **Identity of Delegates.** Each Gwich'in Council shall appoint Delegates to the Annual General Assembly in the manner provided for in Article 4, and they shall send notice of their appointments to the Tribal Council at least fourteen (14) days before an Annual General Assembly occurs.

5.5 **Notice of Agenda.** A draft agenda of an Annual General Assembly, together with the notice of time and location of the Annual General Assembly in accordance with Article 5.3 of this By-law, shall be sent to the Council Members at least twenty one (21) days before the Annual General Assembly is to occur. This agenda shall contain sufficient information to allow Council Members to make an informed and reasoned decision with respect to items noted thereon.

5.6 **Agenda.** The agenda at an Annual General Assembly shall substantially conform to the following format:

- (a) Opening Prayer;
- (b) Call to Order (recognition of a quorum);

- (c) Appointment of Chairpersons;
- (d) Declaration of any Conflicts of Interest;
- (e) Waiver of Notice;
- (f) Adoption of Agenda;
- (g) Appointment of Resolutions Committee;
- (h) Review and Approve the Minutes of the previous Annual General Assembly;
- (i) Matters arising from Minutes;
- (j) Executive Reports;
- (k) Report on changes to Rules and Regulations;
- (l) Auditor's Report;
- (m) Receive the audited financial statements for the previous Fiscal Year;
- (n) Appointment of Auditor;
- (o) Special Business, including Participants forum;
- (p) Elections and/or By-elections and/or Report of Chief Returning Officer;
- (q) Approval of Resolutions;
- (r) Location of next Annual General Assembly;
- (s) Closing Prayer; and,
- (t) Adjournment.

Article 6: SPECIAL ASSEMBLIES

- 6.1 **Calling of Special Assembly.** A Special Assembly may be called by an Ordinary Resolution passed by the Board approving the call for a Special Assembly and sending notice thereof in the same manner as in Article 5.3.
- 6.2 **Business.** Without limiting the generality of the responsibilities set out in Article 4.1 of this By-law, a Special Assembly shall be responsible for addressing the specific issue(s) identified in the notice given pursuant to Article 6.1 of this By-law.
- 6.3 **Identity of Delegates.** Each Gwich'in Council shall appoint Delegates to the Special Assembly in the same manner as in Article 4, and they shall send notice of their appointments to the Tribal Council at least fourteen (14) days before a Special Assembly occurs.
- 6.4 **Notice of Agenda.** A draft agenda of a Special Assembly shall be sent to the members at least twenty-one (21) days before the Special Assembly is to occur which agenda shall contain sufficient information to allow the Council Members to make an informed and reasoned decision with respect to items noted thereon.
- 6.5 **Agenda.** The agenda at a Special Assembly shall substantially conform to the following format:
- (a) Call to Order (recognition of a quorum);
 - (b) Appointment of Chairpersons;
 - (c) Declaration of any Conflicts of Interest;
 - (d) Waiver of Notice;
 - (e) Adoption of Agenda on Specific Issue(s); and,
 - (f) Adjournment.

Article 7: ELECTIONS OF EXECUTIVE AND DIRECTORS

- 7.1 **Election Terms.** In accordance with the Act, elections for the Executive and the Directors shall occur no more than every fourth (4th) year and in conjunction with the Annual General Assembly.

The Executive shall be elected in accordance with the Tribal Council's Elections Policy.

The Directors shall be elected in accordance with the Council Members Election Policy and appointed to the Tribal Council by Ordinary Resolution of the Council Member.

- 7.2 **Transition Period.** There shall be a transition period of not less than two (2) weeks between the incoming and outgoing Executive.

- 7.3 **Eligibility for Executive or Directors.** An Executive or Director must be a Participant Member and in Good Standing with the Tribal Council and its Affiliates.

- 7.4 **Disqualification of Executive or Directors.** The following persons are disqualified from being an Executive or Director:

- (a) anyone less than 18 years of age;
- (b) anyone declared incapable by a court in Canada or in another country;
- (c) a person who is not an individual;
- (d) a person who does not satisfy the eligibility requirements under Article 7.3 of this By-law;
- (e) a person who is suspended or removed under Article 9.13 of this By-law;
- (f) a person who has the status of a bankrupt; or,

- (g) a person who is personally indebted to, or affiliated with a corporate entity currently indebted to, the Tribal Council or its Affiliates for a period that has lasted longer than ninety (90) days and is for an amount greater than \$2,500.

Article 8: ADDITIONAL RULES FOR ELECTIONS OF THE EXECUTIVE

- 8.1 **General Elections, By-Elections, and Runoff Elections.** Elections of the Executive shall follow the provisions of this By-law and the supplemental provisions of the Elections Policy.

Where an Executive would need to be elected at an Annual General Assembly, the Board shall call an election for such Executive office in advance of such Annual General Assembly (a "General Election").

Should an Executive office become vacant during the term of the former incumbent, in addition to the rules in Article 12.9, the Board shall call an election to fill the position for the remainder of the term of the former incumbent (a "By-Election"). A By-election shall follow the same procedures for a General Election, except where otherwise noted. Accordingly, except where otherwise noted, General Elections and By-Elections shall be referred to collectively as "Elections".

In the event of a tie between two candidates for an office of the Executive, the Board shall call a secondary election to decide the tie (a "Runoff Election").

- 8.2 **Manner and Timing of Elections.** General Elections will not be conducted at an Assembly at which the term of an incumbent Executive will end. General Elections shall be conducted immediately in advance of such Assembly, with those persons elected to take office at such Assembly (subject to the need for a Runoff Election, in which case those persons elected by a Runoff Election shall take office on the conclusion of the Runoff Election, with the incumbent

continuing to hold such Executive office for which such Runoff Election is being held until the conclusion of such Runoff Election).

Accordingly, all Elections, including Runoff Elections, will not be conducted by a collective vote at an Assembly by Participant Members present thereat. Instead, all Elections will be conducted by Participant Members attending and voting at polling stations in the Gwich'in Communities (and, where permitted by this By-law, by Remote Voting).

General Elections shall be held two (2) days before the Assembly to which they relate. By-Elections shall be conducted as needed per the requirements of this By-law and the Elections Policy. Runoff Elections shall be conducted consistent with the requirements of this By-law and the Elections Policy specific to such.

- 8.3 **Notice and Timing of Procedural Steps.** Procedural steps, including the provision of notice for various aspects of the conduct of Elections, shall be provided in the Elections Policy.
- 8.4 **Eligibility to Be Executive.** In order to be an Executive or to be nominated to be an Executive in an election under the Election Policy, as the Executive is a Director, a person must be eligible under Article 7.3 and not disqualified under Article 7.4. Additionally, such person must:
- (a) not be a sitting member of the Elections Committee;
 - (b) not have been convicted of an indictable offence at any point in the seven (7) years preceding any election in which they are running and be able to provide a current criminal record check confirming the same;
 - (c) if they are a Director, Officer or employee of the Tribal Council, a Gwich'in Council, or an Affiliate of any of these organizations, have written permission from such organization to take a leave of absence for the duration of their tenure as an Executive, if elected; and,

(d) not have ever accepted campaign donations from the Tribal Council, a Gwich'in Council, or an Affiliate of any of these organizations in any election for an Executive position.

8.5 **Nomination of Candidates.** Any two (2) Participant Members may nominate anyone eligible to be an Executive for election to such position after an Election has been called.

The Chief Returning Officer shall, as outlined in the provisions of the Elections Policy, verify the eligibility of such nominees and publish a list of eligible nominees prior to an election.

8.6 **Deposit.** Every person running for election to an Executive office shall pay a deposit of two hundred and fifty dollars (\$250.00) to the Chief Returning Officer, to be held in trust pending the outcome of the Election in which they are running.

8.7 **Election Spending.** No nominee may spend more than ten thousand dollars (\$10,000.00) in relation to any one election.

8.8 **Extension of Nominations Period.** Where an initial call for nominations following the call of an Election fails to generate nominees for any Executive office, the Chief Returning Officer may extend this period as needed until at least one eligible person has been nominated and has complied with all provisions of this By-law and the Elections Policy required to run for Executive office. For greater certainty, the relevant provisions of Article 8.2 notwithstanding, where this would require that a General Election be held after the Annual Assembly to which it relates, that is allowed. In such case, the incumbent(s) shall continue to hold office until the conclusion of such General Election (and, if necessary, any related Runoff Election).

8.9 **Campaign Rules and Disqualifications.** No one running for an Executive office may campaign the day before or the day of an Election, nor may they ever campaign on the premises of the Tribal Council, a Gwich'in Council, or any of their Affiliates. Anyone running for an Executive office found to have done

so shall be deemed to have withdrawn from the Election in which they are running.

- 8.10 **List of Voters.** Prior to the day of an Election, the Chief Returning Officer shall obtain a list of Participant Members who are eligible to vote in the Election from the Tribal Council. This list shall be posted publicly and provided on request to Participant Members.
- 8.11 **Amending List of Voters.** Anyone may apply to have the list of voters amended. The Chief Returning Officer shall review any such application and may amend the list of voters at their discretion. Should the Chief Returning Officer decide to amend the list of voters, they shall notify the Tribal Council employees responsible for maintaining the Enrolment Register who shall in turn, as needed, amend the Enrolment Register.

Additionally, on the day of an Election, if a person whose name does not appear on the list of voters wishes to vote, the Chief Returning Officer or a Deputy Returning Officer may take steps to determine whether that person should be included on this list of voters and, if appropriate, allow them to vote as if their name were on the list of voters.

- 8.12 **Voting Locations.** The Chief Returning Officer shall ensure that there will be one (1) location for voting in each Gwich'in Community on the day of any Election.
- 8.13 **Remote Voting.** Voting may also be conducted remotely, either by electronic means or by providing physical ballots to Participant Members unable to be physically present at the voting locations in the Gwich'in Communities.
- 8.14 **Recounts.** On the announcement of the results of an Election or Runoff Election, any candidate may request that the Chief Returning Officer organize a recount. The Chief Returning Officer has the absolute discretion to determine whether to conduct a recount, and is strongly encouraged to do so in the event that:

- (a) the difference between the amount of votes for the winning candidate and the runner-up is less than two percent (2%);
- (b) there is credible evidence of a miscount or a significant violation of the rules for Elections or Runoff Elections in this By-law or the Elections Policy; and/or,
- (c) there is an unusually high number of rejected ballots or amendments to the list of voters.

If a recount is conducted, then the results of such recount shall be final.

8.15 **Ties.** In the event of an equal amount of votes between two or more candidates for an Executive office with the most votes, the Chief Returning Officer shall cause a recount to be conducted. If a tie remains after such recount, the Chief Returning Officer shall organize a Runoff Election between the tied candidates.

8.16 **Runoff Elections.** If a Runoff Election is required, then:

- (a) it shall be held on the day two (2) weeks after the day of the General Election or By-Election, as the case may be, and voting on the day of the Runoff Election shall be done in the same manner as for a General Election;
- (b) campaigning by candidates may resume once the results of the tie recount have been announced, but campaigning may not happen on the day before or the day of the Runoff Election; the sanction for doing so is the same as if this were done in the General Election or By-Election;
- (c) candidates may only spend \$10,000.00 in total for the entire campaign through the General Election/By-Election and Runoff Elections; the sanction for failing to do so is the same as for a General Election or By-Election; and,

- (d) runoff Elections may be held repeatedly on these same terms until the tie is broken.

8.17 **Confirmation of Results and Assumption of Office.** The results of an Election shall be confirmed as follows:

- (a) for a General Election, the results of a vote shall be announced at the Annual General Assembly immediately following it, confirmed by the Board, and the elected candidates shall take office at this time;
- (b) in the event a recount or other delay prevents the announcement and/or confirmation of the final results of a General Election at the Annual General Assembly immediately following it, then once the final results of such General Election have been produced, they shall be announced and confirmed by the Annual Assembly within five (5) days of such Election and the elected candidates shall take office at this time;
- (c) for a By-Election or a Runoff Election stemming from a By-Election, the results shall be announced and confirmed by the Annual General Assembly within five (5) days of such Election and the elected candidates shall take office at this time; and,
- (d) for a Runoff Election related to a General Election, the results shall be announced and confirmed by the Board within five (5) days of such Election and the elected candidates shall take office at this time.

8.18 **Prohibitions.** No Participant Member may in any Election:

- (a) influence or attempt to influence a Participant Member to vote or not vote for any candidate(s) by means of libel, bribery, threats, force or intimidation;
- (b) intentionally direct a Participant Member with an impairment to vote for any candidate(s) other than the one(s) they choose;
- (c) impersonate another Participant Member in order to vote;

- (d) vote twice or attempt to vote twice except as provided for herein or in the Policy (e.g. receive a second ballot to replace a Spoiled Ballot);
- (e) campaign in any way in or near a voting location on Election Day;
- (f) use or attempt to use any form of ballot other than the one issued by the Chief Returning Officer or Deputy Returning Officer;
- (g) intentionally remove ballots from the Polling Station;
- (h) intentionally disrupt the orderly conduct of the Election process inside a voting location; or,
- (i) assist another person in doing any of the above.

No Election Official may:

- (a) knowingly unfold and examine any returned ballot prior to depositing it in the ballot box;
- (b) divulge information to anyone as to how any Participant Member voted; or,
- (c) neglect, fail or refuse to carry out his/her duties under this Policy.

8.19 **Review of Alleged Violation(s).** If anyone may have violated any rule related to an Election or Runoff Election under this By-law or the Elections Policy, such alleged violation may be reported. Violations by Participant Members shall be reported to the Elections Committee, and violations by members of the Elections Committee shall be reported to the Board. The Elections Committee or the Board, as the case may be, shall review such allegations and prepare a report on such review for publication. Where the Elections Committee conducts the review, it shall provide such to the Board.

Upon hearing all information presented, the Board shall make determinations as to whether any such violations occurred and, if so, the nature of it, who committed it, whether anyone seeking election was aware of or consented to the violation(s) and what the sanction or remedial action should be, if any, for such violation(s). If the Board finds that violation(s) did occur, it may, without limitation, take the following remedial actions or impose the following sanctions:

- (a) discard the ballot(s) of anyone found to have committed a violation;
- (b) disqualify anyone running for election found to have committed or participated in a violation and call a new Election or Runoff Election excluding such person; and,
- (c) if the violation(s) in question were sufficient to call the results of the entire Election or Runoff Election into question, call a new Election or Runoff Election and remove any member of the Elections Committee who committed or participated in any violation(s).

Where the Board determines that a new Election or Runoff Election is required, a new Election or Runoff Election shall be held as soon as possible and the provisions of the Elections Policy shall apply to the new Election or Runoff Election.

For greater certainty, where any Director, including an incumbent Executive, has an interest in an Election or Runoff Election being reviewed (which shall include without limit having stood for re-election in such Election or Runoff Election), such Director shall recuse themselves from any discussions or votes related to such review.

Article 9: THE BOARD OF DIRECTORS

- 9.1 **General.** The Board shall be the governing body of the Tribal Council between Annual General Assemblies and shall establish general policies and set overall direction for the management and operation of the business and the activities of the Tribal Council.
- 9.2 **Remuneration.** The Board may recommend to the Annual General Assembly the reasonable remuneration of the Directors.
- 9.3 **Management.** The Board shall be responsible for ensuring the proper management and operation of the business and activities of the Tribal Council in accordance with the Land Claim Agreement, the objects and By-laws of the Tribal Council and the Act. Each Board member shall be responsible for the following:
- (a) exercising due diligence and reasonable care in all matters and in fulfilling their duties;
 - (b) becoming familiar with the Tribal Council organization, its strategic plan and goals, the Land Claim Agreement and the legal framework of the Tribal Council, its policies and its management;
 - (c) preparing thoroughly for each Board and/or committee meeting;
 - (d) attending as many Board and/or committee meetings as possible and becoming familiar with the deliberations and decisions;
 - (e) participating actively at Board and/or committee meetings by probing the Executive and others through relevant questions and thoroughly contributing to deliberations;
 - (f) voting (whether for or against) or abstaining on all matters brought forward for a vote;

- (g) acting honestly, with integrity and in good faith with a view to the best interests of the Tribal Council;
- (h) declaring potential and actual conflicts of interest and abstaining from discussions and votes where there is conflict or potential for conflict;
- (i) representing the Board with specific Board authorization;
- (j) representing the collective rights and interests of all Participant Members in accordance with the Land Claim Agreement; and,
- (k) supporting and adhering to the collective decisions and strategic direction of the Board.

9.4 **Composition of the Board.** Each of the Council Members shall be represented by two (2) Directors that they shall appoint. One of the two Directors for each Council Member shall be the President of the Council Member, and the other shall be a director on the board of the Council Member.

In the event that no one occupies the office of the President for a Council Member or the Council Member's President is disqualified, pursuant to Article 7.4, from being on the Board of the Tribal Council when a Council Member is required to appoint such person, then the Council Member shall appoint another member of its own board to occupy this Director position. At any such time thereafter as a President of a Council Member becomes eligible or a person holds the office of President of a Council Member, they shall be appointed as a Director to serve out the remainder of the term of this Director's position.

The Executive shall also be a Director, and they shall be elected pursuant to Articles 7 and 8 of this By-law.

9.5 **Appointment to the Board.** Subject to the Articles and Article 7, the Council Members shall appoint the Directors at each Annual General Assembly at

which a specific appointment of Directors is required, and the Directors shall be appointed to hold office for a term expiring not later than the close of the fourth (4th) Annual General Assembly following their appointment.

The terms for the Directors shall be staggered such that a maximum of six (6) Directors shall retire on the close of an Annual General Assembly. Directors shall take office as of the first meeting of the Board after their appointment by the Council Members or election in the case of the Executive.

Upon acceptance of an appointment or appointments and/or election results, a notice of change of Directors shall be filed with the appropriate registries.

9.6 **Regular Board Meetings.** A regular Board meeting shall be held at a time and location determined by the previous Board meeting, in addition to the following:

- (a) notification of the time, location and agenda for a regular Board meeting shall be provided to Directors (by any means possible) and the Council Members at least fourteen (14) days before the meeting is to occur;
- (b) notwithstanding the foregoing or anything else in this By-law, there shall be, at minimum, one (1) regular meeting of the Board every three (3) months.
- (c) the notice requirement for a regular Board meeting shall not be required if every Director entitled to receive such notice waives the notice in accordance with Article 19.1 of this By-law;
- (d) subject to rules of confidentiality and privacy, Board meetings shall be open to Participant Members unless the Board otherwise decides by Ordinary Resolution; and,

- (e) the approved minutes of the board meetings are made available to Participant Members unless the Board votes otherwise by Ordinary Resolution.

9.7 **Special Board Meetings.** A special Board meeting may be called by either the Grand Chief or three (3) Council Members, subject to the following conditions:

- (a) notification of the time, location and agenda for a special Board meeting shall be provided to the Directors (by any means possible) at least seven (7) days before the meeting is to occur;
- (b) the notice requirement for a special Board meeting shall not be required if every Director entitled to receive such notice waives the notice in accordance with Article 19.1 of this By-law;
- (c) unless the Board determines otherwise by Ordinary Resolution, Participant Members may not attend Special Board meetings; and,
- (d) the approved minutes of the special Board meetings are made available to Participant Members unless the Board votes otherwise by Ordinary Resolution.

9.8 **Emergency Meetings.** In the event that the Grand Chief or any three (3) Directors determine that an emergency issue exists, an emergency meeting of the Board may be called at a time and place to be determined by the person or persons calling the meeting, provided that forty-eight (48) hours' notice of such meeting is given, in any form, to each Director. The following shall apply:

- (a) if all Directors present at an emergency meeting of the Board consent, a Director may participate in such emergency meeting by means of instant audio and/or video communication facilities that permit all persons participating in the meeting to communicate with each other;

- (b) no error or omission in giving notice of any emergency meeting of the Board shall invalidate such meeting or make void any proceedings taken thereat provided a quorum is present;
- (c) the notice requirement for an emergency meeting shall not be required if every person entitled to receive such notice waives the notice in accordance with Article 19.1 of this By-law;
- (d) unless the Board determines otherwise by Ordinary Resolution, Participant Members may not attend emergency Board meetings; and,
- (e) the minutes of emergency Board meetings are made available to Participant Members unless the Board votes otherwise by Ordinary Resolution.

9.9 **Business of the Board.** Without limiting the generality of Article 9.1 of this By-law, the Board shall transact the following business:

- (a) review and approve the quarterly financial statements, budget and reports of the Chief Financial Officer;
- (b) review and approve reports from committees;
- (c) review the financial statements for the previous Fiscal Year and monitor the financial position of the Tribal Council generally;
- (d) arrange for the management and operation of the business and the activities of the Tribal Council in accordance with the direction of the Annual General Assembly;
- (e) give direction and assign portfolios to the Executive regarding the management and operation of the business and the activities of the Tribal Council;
- (f) receive and approve reports from the Chief Executive Officer and Chief Operating Officer;

- (g) establish general policies and direction for the management and operation of the business and the activities of the Tribal Council; and,
- (h) receive nominations from Council Members of individuals for election/appointment to boards of Affiliates and present them to the Annual General Assembly for election.

Notwithstanding anything else in these By-laws, the Chief Executive Officer, the Chief Operating Officer and the Chief Financial Officer shall be entitled to attend, but not vote at, any Board meeting for so long as the Board desires such attendance.

9.10 **Agenda.** The agenda of a Board meeting shall substantially conform to the following format:

- (a) Call to Order (recognition of a quorum);
- (b) Opening Prayer;
- (c) Appointment of Chairperson;
- (d) Declaration of any Conflicts of Interest and Certification of Good Standing of each Director;
- (e) Waiver of Notice;
- (f) Adoption of Agenda;
- (g) Review and Approve Minutes of the previous Board meeting;
- (h) Matters arising from Minutes;
- (i) Executive and Officers Reports;
- (j) Review and Approve Quarterly Financial Statements;
- (k) Committee Reports;

- (l) Departmental and Affiliate Reports;
 - (m) Other Business;
 - (n) Gwich'in Council Reports;
 - (o) Date and Time of next Board meeting;
 - (p) Adjournment; and,
 - (q) Closing Prayer.
- 9.11 **Quorum.** The quorum for all Board meetings shall consist of a simple majority of Directors, and which simple majority must include the Executive or their designate.
- 9.12 **Chair.** The Board of Directors shall select a Chair at the start of each meeting and such person shall not have a vote when they assume the Chair, unless it is necessary to cast a deciding vote on a resolution. This individual is typically the Grand Chief.
- 9.13 **Suspension or Removal of Directors.**
- (a) Any Director:
 - (i) whose conduct is considered to be detrimental to the interests, reputation, or objects of the Tribal Council is not in Good Standing, or,
 - (ii) who misses three (3) consecutive meetings of the Board without a valid reason provided to the Board, where such meetings are held with notice provided in accordance with this By-law;
- may be suspended from the Board by an Ordinary Resolution of the Board;

- (b) Notwithstanding anything else in this By-law, the Director who is to be suspended and the Council Member that appointed them must be given (by whatever means provided that such means is in writing) at least fourteen (14) days' notice of a Board meeting at which a resolution will be presented to suspend them. The notice shall be in the form of a written statement of suspension and shall state the factual allegations made against the Director and shall state the grounds for which the member may be suspended;
- (c) The statement of suspension must be circulated to the Director in question and contain a written statement of the grounds for their potential suspension from the Board within fourteen (14) days prior to the Board's meeting to decide on the potential suspension. This notice shall be signed by an Executive or those designated by the Board;
- (d) The Director in question shall be entitled to provide a statement in explanation in defence of his/her conduct to the Board. The Director may utilize whatever advice he/she deems necessary at their own cost;
- (e) Any Director who has been suspended from the Board, or any Council Member whose Director has been suspended from the Board, may appeal the suspension to an Assembly as outlined in Article 20.3;
- (f) For greater certainty, the suspension or removal of a Director from the Board constitutes disqualification pursuant to Article 7.4 of this By-law; or,
- (g) Any Director who has been suspended from the Board as a result of this process, may be removed from the Board permanently if so voted by the Council Members at the Annual General Assembly.

9.14 **Vacation of Office.** A member of the Executive or a Director ceases to hold office when the individual:

- (a) dies;

- (b) resigns by delivering a written resignation to the Secretary of Tribal Council;
 - (c) is disqualified as Director under Article 7.4;
 - (d) is removed or suspended in accordance with Article 9.13 of this By-law; or,
 - (e) an Executive's or Director's term of office expires, as the case may be.
- 9.15 **Replacement of Director.** Subject to the Articles, in the event an office of a Director is vacated under Article 9.14, the Council Member represented by such Director may appoint an individual to serve out the remainder of the term of this Director, subject to any rules for who may or must hold this Director position in this By-law or the Council Members' by-laws, the Articles and the Act. Vacancy of the Executive shall be filled in accordance with Article 12.9.
- 9.16 **Method of Voting.** Unless otherwise specified, all voting at a Board meeting shall be by a show of hands.

Article 10: BOARD COMMITTEES

- 10.1 **Mandatory Committees.** The Board shall strike the following committees by Ordinary Resolution:
- (a) a Human Resources Committee;
 - (b) a By-Law and Policy Committee;
 - (c) an Audit and Finance Committee as provided for in the Financial Administration By-law No. 2;
 - (d) in an election year, an Elections Committee; and,

- (e) an Enrolment Committee to implement Chapter 4 of the Land Claim Agreement.

10.2 **Elections Committee – General.** The Elections Committee is responsible for conducting Elections and Runoff Elections of the Executive.

While organized by the Board, the Elections Committee is not composed of Directors. The Elections Committee is otherwise independent from the Board and, except as provided herein or in the Election Policy, does not take direction from, nor shall it be influenced by, the Board, Gwich'in Councils, or the Affiliates or staff of any of these organizations.

Subject to Article 8.19, the Chief Returning Officer shall remain in their position for so long as is necessary to conclude the process of the Election for which they were appointed and any related Runoff Election(s); after their appointment, the Board may not remove them until the conclusion of the Election for which they were appointed and any related Runoff Election(s), nor may they be removed for any disqualification that arose after their appointment. However, the Board may appoint a new Chief Returning Officer in the event of the death, incapacity, or resignation of the incumbent Chief Returning Officer.

Subject to Article 8.19, the other members of the Elections Committee may only be appointed or removed by the Chief Returning Officer.

Individuals appointed to the Elections Committee shall not be eligible to be nominated for the position of the Executive.

10.3 **Elections Committee – Composition.** The Elections Committee shall consist of a Chief Returning Officer, who will act as Chair thereof, and four (4) Deputy Returning Officers, with one (1) Deputy Returning Officer representing each of the four (4) Gwich'in Communities. The Chief Returning Officer may remove and replace or appoint new Deputy Returning Officers as needed or in their discretion.

Additionally, the Chief Returning Officer may appoint up to two (2) Poll Clerks for each voting location in the Gwich'in Communities to assist them in carrying out their duties and the duties of the Elections Committee under this By-law and the Elections Policy. The Chief Returning Officer may remove and replace or appoint new Poll Clerks as needed or in their discretion.

The Chief Returning Officer may also appoint any number of Gwich'in Interpreters to provide interpretation services as needed throughout the course of an Election and/or Runoff Election. The Chief Returning Officer may remove and replace or appoint new Gwich'in Interpreters as needed or in their discretion.

10.4 **Elections Committee – Qualifications.** To hold any role on the Elections Committee a person must be:

- (a) eighteen (18) years of age or older on or before the date of their appointment; and,
- (b) not a Director, Officer, employee or contractor of the Tribal Council, a Gwich'in Council, or any of their Affiliates.

Additionally, Deputy Returning Officers, Poll Clerks, and Gwich'in Interpreters must live in one of the Gwich'in Communities. Gwich'in Interpreters must necessarily be fluent in the Gwich'in language.

Members of the Elections Committee do not need to be Participant Members. However, preference shall be given to Participant Members over others where such Participant Members have a reasonably equivalent level of skill to any candidates who are not Participant Members.

10.5 **Elections Committee – Roles and Responsibilities.** The Chief Returning Officer has the ultimate and general authority for the running and conduct of an Election and/or Runoff Election. The Chief Returning Officer may delegate any aspect of their authority to Deputy Returning Officers, Poll Clerks, and Gwich'in Interpreters (though the Chief Returning Officer will remain

ultimately responsible for all aspects of an Election and/or Runoff Election); these other officials have no authority other than that delegated to them by the Chief Returning Officer and/or the Elections Policy.

- 10.6 **Other Committees.** The Board may from time to time establish other committees as it deems necessary or appropriate for such purposes and subject to the Act, with such powers as the Board defines in a terms of reference.
- 10.7 **Removal from Committees.** Other than the Elections Committee, the Board may from time to time, by Ordinary Resolution, remove any committee member from a committee in its sole discretion. In the event a Director vacates their office, then such Director shall be automatically removed from any committees on which they sit.
- 10.8 **Remuneration of Committee Members.** Committee members shall be entitled to such remuneration for their participation on committees that are comparable to fees that are received by Directors as determined by the Board.
- 10.9 **Ex Officio Members.** The Executive shall be an ex-officio member of all committees struck pursuant to Article 10.1 of this By-law, except for the Elections Committee.
- 10.10 **Authority.** No committee shall at any time have the power to act on behalf of the Tribal Council. A committee shall decide, by simple majority, which recommendations to put forward to the Board. The Board shall, by Ordinary Resolution, make all final decisions after considering the recommendations of such committee.

Article 11: OFFICERS

- 11.1 **General.** The Board shall appoint and/or delegate persons, after the completion of a hiring process as defined by the Human Resources

Committee, to the positions of Chief Executive Officer, Chief Operating Officer and Chief Financial Officer. Such Officer(s) shall:

- (a) not be Directors; and,
- (b) be employees of the Tribal Council.

Subject to the provisions of this By-law and any applicable law and employment contract that may be in place, the Board may decide, by Ordinary Resolution, from time to time to remove any Officers and fix any remuneration for an individual acting as an Officer.

The Chief Executive Officer, Chief Operating Officer and Chief Financial Officer, as and when requested by the Board, shall attend meetings of committees struck pursuant to this By-law.

11.2 **Chief Executive Officer.** The Board shall appoint a Chief Executive Officer, who will report to the Grand Chief and shall:

- (a) be responsible for the intergovernmental and legal affairs, communications and land and resource management of the Tribal Council and ensuring that they are managed in accordance with the By-laws of the Tribal Council;
- (b) be responsible for ensuring that Board procedures are followed and that applicable rules and regulations are complied with;
- (c) attend all Assemblies, Board meetings, Leadership meetings and committee meetings and shall keep, or cause to be kept, accurate records and minutes of all such meetings, and shall have custody of the corporate seal; and,
- (d) have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board may specify.

- 11.3 **Chief Operating Officer.** The Board shall appoint a Chief Operating Officer, who will report to the Grand Chief and shall:
- (a) be responsible for the delivery of programming in the areas of Health and Wellness, Education and Training, Culture and Heritage, Language Revitalization and Early Childhood for the Tribal Council and ensuring that they are managed in accordance with the By-laws of the Tribal Council; and,
 - (b) have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board may specify.
- 11.4 **Chief Financial Officer.** The Board shall appoint a Chief Financial Officer who will report to the Grand Chief and shall:
- (a) be responsible for the finances of the Tribal Council and ensuring that they are managed in accordance with the By-laws of the Tribal Council;
 - (b) render to the Board whenever required an account of all financial transactions of the Tribal Council and statements and accounts as to the financial position of the Tribal Council; and,
 - (c) have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board may specify.
- 11.5 **Agents, Consultants and Advisors.** The Board may appoint and employ such agents, consultants and advisors for the Tribal Council as it shall deem necessary from time to time under terms and conditions set by the Board. The Tribal Council will advise the Council Members of any agents, consultants and advisors either working on behalf of or being considered for appointment or employment by the Tribal Council.

Article 12: EXECUTIVE

- 12.1 **General.** The Executive shall be responsible for the overall management and operation of the Tribal Council in accordance with the objects and By-laws of the Tribal Council, Assembly resolutions, the Land Claim Agreement, the Act and the direction of the Board.
- 12.2 **Executive members.** The Executive shall consist of one (1) Grand Chief who shall be elected by the Participant Members in a General Election and in accordance with the Elections Policy.
- 12.3 **Grand Chief.** The Grand Chief, subject to the authority of the Board, the direction given at an Assembly, the By-laws and the Land Claim Agreement, shall be responsible for:
- (a) overseeing the overall operations of the Tribal Council;
 - (b) exercising other powers and duties as the Board may specify from time to time; and,
 - (c) maintaining assigned portfolios.
- The Grand Chief shall have the honorary title of "Grand Chief of the Gwich'in Nation".
- 12.4 **Authority to Speak.** The Grand Chief shall be the chief spokesperson for the Tribal Council unless they designate another individual to speak in their place.
- 12.5 **Records of Decision.** The Executive shall ensure records of decisions for all Leadership meetings are maintained.
- 12.6 **Leadership Meetings.** Leadership meetings shall be held at least once every calendar month at a date and time determined by the Grand Chief and shall be attended by the Executive, and the Chief Executive Officer, Chief Operating Officer, and the Chief Financial Officer. The Grand Chief shall chair Leadership meetings.

- 12.7 **Notice.** The Chief Executive Officer shall call and give the Executive and Officers prior notice (in any manner whatsoever) of each Leadership meeting. The Executive and Officers may waive any notice requirement.
- 12.8 **Executive Compensation.** The compensation of the Executive will be determined by the Board pursuant to the Executive Compensation Policy.
- 12.9 **Vacancy of Executive.** In the event the office of the Grand Chief is vacated in accordance with Article 9.14, the Board shall appoint a Director from amongst the Board as Interim Grand Chief until such time as a By-election can be held. The Council Member that had appointed the Director who became the Interim Grand Chief shall appoint a replacement Director, which Director shall serve until a new Grand Chief is elected and the Interim Grand Chief may resume their role as a Director.

Article 13: COSTS OF MEETINGS

- 13.1 **General Rule & Non-Attendance.** The Tribal Council shall be responsible for reasonable costs and expenditures incurred by representatives appointed under Article 3.1(a), Delegates, Directors and Executive who attend an Assembly, Board meeting, Executive meeting or other designated meetings.

The Tribal Council shall not be responsible for any costs or expenses incurred by representatives appointed under Article 3.1(a), Delegates, Directors or the Executive on a day where they are required to, but do not, attend an Assembly, Board meeting, Leadership meeting or other designated meeting, unless they provide a valid reason for their absence.

- 13.2 **Outside Representatives.** Outside representatives at an Assembly, Board meeting or Leadership meeting who are not representatives appointed under Article 3.1(a), Delegates, Directors or Executive may be compensated for reasonable expenses incurred in the conduct of their duties on behalf of the

Tribal Council and may be eligible for honoraria as may be determined by the Board (by Ordinary Resolution) from time to time.

- 13.3 **Other Expenses.** Representatives appointed under Article 3.1(a), Delegates, Committee members, Directors or Executive attending an Assembly, Board meeting or Leadership meeting shall be paid, subject to Article 13.1 of this By-law, for travel and other expenses to compensate them for reasonable expenses incurred in the conduct of their duties on behalf of the Tribal Council.

Honoraria shall be determined by the Assembly upon recommendation by the Board by Ordinary Resolution from time to time.

- 13.4 **Directors Remuneration.** Subject to Article 13.1 of this By-law, Directors shall receive remuneration for Tribal Council business unless they are not entitled to an honorarium due to their employment status with another organization or government.

Article 14: BONDS, LIABILITY, INDEMNITY AND INSURANCE

- 14.1 **Bonds.** The Board may require Officers, employees and agents of the Tribal Council to furnish bonds for the faithful discharge of their powers and duties, in such form and with such surety as the Board may from time to time determine.
- 14.2 **Liability.** No Executive, Director, Officer, employee or agent of the Tribal Council or its Affiliates shall be liable for the acts, receipts, neglects or defaults of any other member of the Executive, Director, Officer, employee or agent of the Tribal Council or any other entity of the Tribal Council while carrying out their duties in accordance with the By-laws of the Tribal Council or its Affiliates, applicable laws or where the duties are carried out under the direction of the Board; however, such persons shall be liable for any costs, charges, losses, damages and expenses whatsoever as are occasioned by their own dishonesty, recklessness, negligence, wilful neglect, default or failure to

comply with the authorized instructions of the Board, any other entity created by the Tribal Council or the Board.

14.3 **Indemnity.** Every Executive, Director, Officer, employee and agent of the Tribal Council or its Affiliates shall from time to time and at all times, be indemnified and saved harmless from and against all costs charges, losses, damages and expenses whatsoever which such Executive, Director, Officer, employee or agent may incur, or become liable for by reason of any contract entered into or act whatsoever made, done or permitted by them, in their capacity as an Executive, Director, Officer, employee or agent (as the case may be), or in any way in the discharge of their duties excepting such costs, charges, losses, damages and expenses whatsoever as are occasioned by their own dishonesty, recklessness, negligence, wilful neglect, default or failure to comply with the authorized instructions of the Board, any other entity of the Tribal Council or the Board.

14.4 **Insurance.** The Board shall cause the Tribal Council to maintain insurance for the benefit of any person who is or was an Executive, Director or Officer of the Tribal Council or its Affiliates or who is or was serving at the request of the Tribal Council as an Executive, Director or Officer, against liability arising from:

- (a) bodily Injury and Property Damage to Third-parties due to negligence; and/or
- (b) claims for actual or alleged wrongful acts arising from any breach of duty, neglect, error, misstatement, misleading statement, omission or act,

as may be incurred by such person while acting in their capacity as a member of the Executive, Director or Officer of the Tribal Council or its Affiliates as the case may be.

The Board may cause the Tribal Council to maintain insurance for the benefit of any person who is or was a representative appointed under Article 3.1(a), a

Delegate, or an employee or agent of the Tribal Council against any liability incurred by such person while acting in their capacity as such.

Article 15: EXECUTION OF DOCUMENTS

- 15.1 **Signing Officers.** Contracts, documents or any instruments in writing requiring the signature of the Tribal Council, shall be signed by two (2) of the Executive, Officer(s) or Director(s) as may be designated by the Board by Ordinary Resolution pursuant to the Financial Administration Policy or By-law.
- 15.2 **Power of Attorney.** The Board of Directors may, by Ordinary Resolution, give the Tribal Council's power of attorney to any registered dealer in securities for the purposes of the transferring of and dealing with any securities owned by the Tribal Council.
- 15.3 **Seal.** The seal of the Tribal Council, when required, may be affixed to the documents referred to in Article 15.1.

Article 16: FINANCES

- 16.1 **Auditors.** The Annual General Assembly shall appoint an auditor to audit the accounts of the Tribal Council, which auditor shall:
- (a) provide an auditor's report to the next Annual General Assembly;
 - (b) report as to whether the audited financial statements of the Tribal Council are fairly presented in accordance with generally accepted accounting principles; and,
 - (c) be appointed to hold office until the end of the next Annual General Assembly.

In the event the appointed auditor is unable or ceases to be able to act for the Tribal Council in accordance with this Article, the Board shall be entitled to appoint another auditor to provide the auditor's report contemplated herein at the next Annual General Assembly.

Article 17: BORROWING POWERS

- 17.1 **Borrowing/Raising of Money.** The Board shall, by Ordinary Resolution, subject to By-law No. 2 Financial Administration and other By-laws of the Tribal Council, borrow or raise money in accordance with the Act.
- 17.2 **Securing of Payment.** The Board shall, by Ordinary Resolution, authorize the securing of payment of any indebtedness created in the name and on behalf of the Tribal Council, by the sale, mortgage, pledge or other disposal of any property of the Tribal Council.

Article 18: RULES AND REGULATIONS

- 18.1 **Adoption of Rules.** The Board may, by Ordinary Resolution unless provided otherwise, prescribe such rules and regulations consistent with the By-laws relating to the management and operation of the Tribal Council as the Board deems expedient. The Board shall report on such rules and regulations at the next Annual General Assembly.

Article 19: WAIVER OF NOTICE

- 19.1 **Waiver by Executive or Director.** Any Executive or Director may at any time waive the sending of any notice, or waive or abridge the time for any notice, required to be given to them in accordance with this By-law or otherwise and

such waiver or abridgment shall cure any default in the giving or in the time of such notice, as the case may be. Any such waiver or abridgment may be given in any manner to the chair of the meeting at or before the meeting.

Article 20: DISPUTE RESOLUTION PROCEDURE

- 20.1 **Reference to the Board.** Any dispute that any Participant Member has in regard to the application or interpretation of the By-laws of the Tribal Council, or in regard to any decision made or action taken pursuant to the By-laws of the Tribal Council, shall be referred to the Board in writing.

Such reference shall state the nature of the dispute, the relevant facts, the applicable By-law and/or decision and the complainant's position with respect to the dispute.

The Board shall permit any other parties involved in the dispute in question to state their position with respect to the same, provided such parties provide their factual position in writing within a reasonable period.

Notwithstanding the foregoing, the dispute resolution mechanism provided for herein shall not apply to disputed elections and the provisions of the Election Policy respecting such matters shall apply instead.

- 20.2 **Decision.** The Board shall make a decision by Ordinary Resolution regarding a dispute referred to it in accordance with Article 20.1 of this By-law within fourteen (14) days after the next Board meeting and shall provide written reasons for its decision signed by a Director involved in the decision.
- 20.3 **Appeal to the Assembly.** A decision of the Board under Article 20.2 may be appealed at an Assembly. Such an appeal must be in writing and be submitted to the Chief Executive Officer within fourteen (14) days after either a complainant or a party who made representations with respect to the dispute receives the written decision from the Board.

The appeal, in addition to being in writing, must set out the nature of the dispute, the relevant facts, the applicable By-law and/or decision, the appellant's position with respect to the dispute and the relief sought.

The Assembly shall permit any other material parties involved in the dispute in question to state their position to the Assembly. The Assembly shall then make a decision with respect to the appeal. The Assembly shall provide its decision and reasons in writing within thirty (30) days after the Assembly has concluded.

- 20.4 **Decision Final.** The decision of the Annual General Assembly shall be final and binding and there shall be no further appeal from such decision.

Article 21: RESOLUTIONS

- 21.1 **Resolutions in Writing.** Unless otherwise specified in this By-law, a resolution in writing by an Assembly, the Board, a committee or the Executive, signed by all the persons entitled to vote on the matter, is as valid as if it had been passed by a formal vote at an Assembly, Board meeting, committee meeting or Leadership meeting, as the case may be.
- 21.2 **Participation by Audio and/or Video Communication Facilities.** Subject to any other provision of this By-law including, without limitation, Article 9.8 hereof relating to emergency Board meetings, if all Directors, Executive or committee members consent, a Director, Executive or a committee member may participate in a Board, Leadership or committee meeting (as the case may be) by means of such instant audio and/or video communications facilities as permit all persons participating in the meeting to communicate with each other. In addition:
- (a) any Director, Executive or committee member participating in a meeting in such a manner shall be deemed to be present at such meeting;

- (b) consent pursuant to this Article shall be effective whether given before or after the meeting to which it relates.
- (c) consent as contemplated herein may be sought and obtained with respect to all Board, Leadership or committee meetings a person attends; and,
- (d) in all matters requiring immediate action by the Board or Executive, the Board or Executive may act by instant audio and/or video communication facilities simultaneously linking all Directors and Executive and which permit all such persons participating in such meetings to hear each other, provided that any action taken or resolution passed in such a manner shall be confirmed in writing by all entitled to vote as soon as possible thereafter.

Article 22: CONDUCT OF PERSON(S)

- 22.1 **Detrimental Conduct.** Any person whose conduct at an Assembly, Board, Leadership or committee meeting is considered, as evidenced by an Ordinary Resolution, to be detrimental to the interests, reputation, or objects of the Tribal Council, may be expelled from such meeting.

Article 23: ALTERATION OF BY-LAWS AND ELECTION POLICY

- 23.1 **Alteration of By-laws.** The Board may not make, amend or repeal any By-laws that regulate the activities or affairs of the Tribal Council without having the By-law, amendment or repeal confirmed by Special Resolution passed by the Council Members at an Assembly.

The By-law, amendment or repeal is effective from the date of Resolution made by the Assembly. If the By-law, amendment, or repeal is confirmed, or

confirmed as amended, it remains effective in the form in which it was confirmed. Such resolution must be confirmed by certification of the Grand Chief of the Tribal Council.

- 23.2 **Alteration of Election Policy.** The Board may not make, amend or repeal the Election Policy, without having the provision, amendment or repeal confirmed by a Special Resolution passed by the Council Members at an Assembly.

The Election Policy, amendment or repeal is effective from the date of the Resolution made by the Assembly. If the Election Policy, amendment or repeal is not confirmed, or confirmed as amended, it remains effective in the form in which it was confirmed. Such Resolution must be confirmed by certification of the Grand Chief of the Tribal Council.

PASSED this ____ day of August, 2023.

WITNESS the seal of the Tribal Council.

GWICH'IN TRIBAL COUNCIL

Per: _____
Ken Kyikavichik, Grand Chief

Per: _____
Director