

**GWICH'IN TRIBAL COUNCIL**

**RESTATED BY-LAW NO. 1 OF THE  
GWICH'IN TRIBAL COUNCIL**

**Restated  
As Enacted by the 20th Annual General Assembly**

**FIELD LLP**

Suite 203, Scotia Centre  
5102 Franklin (50th) Avenue  
Yellowknife, Northwest Territories X1A 3S8  
Phone: (867) 920-4542  
Fax: (867) 873-4790

{E0244047.DOC;1}

---

**TABLE OF CONTENTS**

1.	INTERPRETATION	3
2.	CORPORATE SEAL	5
3.	MEMBERSHIP	5
4.	ASSEMBLIES	5
5.	ANNUAL GENERAL ASSEMBLIES	7
6.	SPECIAL ASSEMBLIES	8
7.	ELECTIONS PROCESS	9
8.	THE BOARD OF DIRECTORS	13
9.	BOARD COMMITTEES	16
10.	OFFICERS	18
11.	EXECUTIVE	19
12.	COSTS OF MEETINGS	21
13.	BONDS LIABILITY, INDEMNITY AND INSURANCE	22
14.	EXECUTION OF DOCUMENTS	23
15.	FINANCES	23
16.	BORROWING POWERS	24
17.	RULES AND REGULATIONS	24
18.	WAIVER OF NOTICE	24
19.	DISPUTE RESOLUTION PROCEDURE	24
20.	RESOLUTIONS	25
21.	CONDUCT OF MEMBERS	26
22.	AMENDMENT OF BY-LAWS	26
23.	NOTICES	26

---

**GWICH'IN TRIBAL COUNCIL**

**RESOLUTION**

**A BY-LAW REPEALING BY-LAW NO. 1 AND REPLACING SAME**

**WHEREAS:**

- A.** The Tribal Council adopted By-law No. 1 on December 15, 1992;
- B.** By-law No. 1 has been amended on a number of occasions since it was first enacted;
- C.** The Tribal Council desires to make certain further amendments to By-law No. 1;
- D.** It would be convenient to consolidate all amendments into a single Amended and Restated By-law No. 1;

**NOW THEREFORE BE IT RESOLVED THAT** By-law No. 1, as amended is repealed in its entirety and replaced with the following:

**1. INTERPRETATION**

**1.1 Definitions.** In this By-law:

- (a) "Active Participant" shall mean a person whose name appears on the enrolment register pursuant to chapter 4 of the Land Claim Agreement;
- (b) "Annual General Assembly" shall mean an assembly convened in accordance with section 5.2 of this By-law;
- (c) "Assembly" or "Assemblies" shall mean an Annual General Assembly and/or a Special Assembly;
- (d) "Board" shall mean the board of directors of the Tribal Council composed in accordance with section 8.3 of this By-law;
- (e) "By-law" means this restated By-law No. 1 of the Tribal Council;
- (f) "Chief Financial Officer" has the meaning as provided for in section 10.3(a) of this By-law;
- (g) "Chief Operating Officer" has the meaning as provided for in section 10.2(a) of this By-law;
- (h) "Chief Returning Officer" has the meaning as provided for in section 7.6 of this By-law;

- 
- (i) "Delegate" shall mean any Active Participant who is or who becomes a delegate at an Assembly in accordance with section 4(2) of this By-law; provided always that observers (as provided for in section 4.2(c)) shall not be considered or have the rights of Delegates;
  - (j) "Deputy Returning Officer" has the meaning as provided for in section 7.7 of this By-law;
  - (k) "Director" shall mean a member of the Board appointed by a Gwich'in Council;
  - (l) "Elections Committee" shall mean the Elections Committee established pursuant to section 9.1 of this By-law;
  - (m) "Elder" shall mean an Active Participant who is at least sixty (60) years of age on or before the date upon which notice of an Assembly is given;
  - (n) "Executive" shall mean the President and one (1) Vice-President;
  - (o) "Fiscal Year" shall mean the first and each subsequent period commencing on April 1 of a calendar year and ending on March 31 of the subsequent calendar year;
  - (p) "Land Claim Agreement" shall mean the Gwich'in Comprehensive Land Claim Agreement dated the 22nd day of April, 1992;
  - (q) "Gwich'in Council" shall mean 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" shall mean these four (4) Gwich'in councils collectively;
  - (r) "Gwich'in Community" shall mean the community of Fort McPherson, Tsiigehtchic, Inuvik or Aklavik and "Gwich'in Communities" shall mean these four (4) communities collectively;
  - (s) "Gwich'in Settlement Area" shall mean that area within the Northwest Territories as described in appendix A to the Land Claim Agreement;
  - (t) "Ordinary Resolution" means a resolution passed by fifty (50%) percent of the votes plus one (1) vote, cast by persons entitled to vote in respect of such resolution;
  - (u) "Secretary" has the meaning as provided for in section 10.4(a) of this By-law;
  - (v) "Special Assembly" shall mean an assembly convened in accordance with section 6.1 of this By-law;

- (w) "Special Resolution" means a resolution passed by seventy-five (75%) percent of the votes cast by persons entitled to vote in respect of that resolution and, with respect to an Assembly, a resolution passed by seventy-five (75%) percent of the votes cast by persons entitled to vote in respect of that resolution where at least seventy-five (75%) of the persons entitled to vote on such resolution are present as well as at least one person present from each Gwich'in Community;
- (x) "Tribal Council" means the Gwich'in Tribal Council being a corporation incorporated pursuant to the *Canada Corporations Act*; and
- (y) "Youth" shall mean an Active Participant at least eighteen (18) years of age and no older than twenty-four (24) years of age on or before the date upon which notice of an Assembly is given.

**1.2 Gender.** Unless the context otherwise requires, in this By-law and in all other by-laws of the Tribal Council, words importing the singular number or the masculine gender shall include the plural number or the feminine gender, as the case may be, and vice versa, and reference to persons shall include firms and corporations.

**1.3 Name.** This By-law shall be referred to as the "Restated By-law No. 1 of the Gwich'in Tribal Council".

## **2. CORPORATE SEAL**

**2.1** The seal, an impression of which is stamped in the margin of this section 2.1, shall be the seal of the Tribal Council.

## **3. MEMBERSHIP**

**3.1 General.** Membership in the Tribal Council shall consist of the Gwich'in Councils. A Gwich'in Council shall only be entitled to withdraw from such membership upon the consent of the Board.

**3.2 Rights of the Gwich'in Councils.** The Gwich'in Councils 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.

## **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), establish general policies or 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 Composition of the Assemblies.** Assemblies shall be composed of the following:

- (a) one (1) delegation of Active Participants from each of the four (4) Gwich'in Communities, with each delegation from a Gwich'in Community consisting of:
  - (i) no fewer than five (5) and no more than ten (10) elected members from the applicable Gwich'in Community;
  - (ii) where possible, one (1) Elder (who shall serve as a representative of all the Elders in the applicable Gwich'in Community); and
  - (iii) where possible, one (1) Youth (who shall serve as a representative of all the Youth in the applicable Gwich'in Community);

with the individuals described in sections 4.2(a)(i) being elected by the applicable Gwich'in Council in accordance with its own election procedures and the individuals in 4.2(a)(ii) and 4.2(a)(iii) being selected by the applicable Gwich'in Council in accordance with its own procedures;

- (b) ten (10) persons consisting of the Board, including the Executive; and
- (c) as many observers as the Board agrees to have attend provided always that such observers shall not have the status of "Delegate".

**4.3 Quorum.** In order for there to be a quorum at an Assembly there must be present:

- (a) a simple majority of all Delegates entitled to be present at an Assembly; and
- (b) for each Gwich'in Community a simple majority of all Delegates entitled to attend such Assembly pursuant to section 4.2(a).

**4.4 Chair.** Two (2) Active Participants will be chosen by the Assembly to chair the proceedings. The chairpersons shall not have a vote and shall not be selected from among the Delegates.

**4.5 Voting.** Each Delegate shall be entitled to one (1) vote at an Assembly.

**4.6 Majority Vote.** At Assemblies, with respect to those matters to be decided by an Ordinary or Special Resolution, the passage of an Ordinary or Special Resolution shall govern unless the *Canada Corporations Act* or this By-law provide otherwise.

**4.7 Location.** All Assemblies shall be held within the Gwich'in Settlement Area.

## 5. ANNUAL GENERAL ASSEMBLIES

**5.1 Business.** Without limiting the generality of the responsibilities set out in section 4.1, an Annual General Assembly shall be specifically responsible for the following:

- (a) receiving and approving reports of 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;
- (c) establishing general policies and direction for the Tribal Council and its objects as set out in the Land Claim Agreement;
- (d) establishing policies and direction for the administration of capital and lands transferred pursuant to the Land Claim Agreement;
- (e) approving 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; and
- (j) subject to the provisions of this By-law and the other by-laws of the Tribal Council, considering any matter that any Gwich'in Council wishes to bring before the Assembly.

**5.2 Place and Time.** The Annual General Assembly shall be held once every calendar year at a location, subject to section 4.7 hereof, chosen by the previous Annual General Assembly, and at a time chosen by the Board.

**5.3 Notice.** A notice of the time and location of an Annual General Assembly shall be given in accordance with section 23 of this By-law at least thirty (30) days before the Annual General Assembly is to occur. In addition, each Gwich'in Community shall make reasonable efforts to ensure that those Delegates from its community have received notice as provided for herein. In addition, the Board shall use reasonable efforts to ensure that observers appointed pursuant to section 4.2(c) are notified as to the time and location of the Annual General Assembly to which they are entitled to attend.

**5.4 Identification of Delegates.** At least fourteen (14) days before an Annual General Assembly is to occur, each Gwich'in Council shall provide notice to the Tribal Council

(in any manner other than mail) advising the Tribal Council of the identity of the Delegates from the relevant Gwich'in Community who will be attending the Annual General Assembly.

- 5.5 Notice of Agenda.** A draft agenda of an Annual General Assembly shall be sent (in any manner other than mail) to the Gwich'in Councils and each observer appointed pursuant to section 4.2(c) at least fourteen (14) days before the Annual General Assembly is to occur which agenda shall contain sufficient information to allow Delegates 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) 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;
  - (f) Review and Approve the Minutes of the previous Annual General Assembly;
  - (g) Matters arising from Minutes;
  - (h) Executive Reports;
  - (i) Board of Directors Reports;
  - (j) Report on Rules and Regulations;
  - (k) Auditor's Report;
  - (l) Committee Reports;
  - (m) Approve the audited financial statements for the previous Fiscal Year;
  - (n) Report of the Chief Returning Officer;
  - (o) Appointment of Auditor;
  - (p) Other Business;
  - (q) Location of next Annual General Assembly; and
  - (r) Adjournment.

## 6. SPECIAL ASSEMBLIES

### 6.1 Calling of Special Assembly. Where:

- (a) a Special Resolution of the Board is passed calling for a Special Assembly;  
or
- (b) a majority of the Gwich'in Councils request a Special Assembly to address a specific issue;

the Chief Operating Officer shall call a Special Assembly by giving notice pursuant to section 23 of this By-law at least thirty (30) days before the date of such Special Assembly. The Chief Operating Officer shall ensure that the notice provided for above specifies the time, location and purpose of the Special Assembly. In addition,

each Gwich'in Community shall make reasonable efforts to ensure that those Delegates from its community have received notice as provided for herein. In addition, the Board shall use reasonable efforts to ensure that observers appointed pursuant to section 4.2(c) are notified as to the time, location and purpose of the Special Assembly to which they are entitled to attend.

- 6.2 Business.** Without limiting the generality of the responsibilities set out in section 4.1, a Special Assembly shall be responsible for addressing the specific issues identified in the notice given pursuant to section 6.1 above.
- 6.3 Identification of Delegates.** At least fourteen (14) days before a Special Assembly is to occur, each Gwich'in Council shall provide notice to the Tribal Council (in any manner other than mail) advising the Tribal Council of the identity of the Delegates from the relevant Gwich'in Community who will be attending the Special Assembly.
- 6.4 Notice of Agenda.** A draft agenda of a Special Assembly shall be sent (in any manner other than mail) to the Gwich'in Councils and each observer appointed pursuant to section 4.2(c) at least fourteen (14) days before the Special Assembly is to occur which agenda shall contain sufficient information to allow Delegates 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;
  - (f) Review and Approve the Minutes of the previous Special Assembly;
  - (g) Matters arising from Minutes;
  - (h) Other Business; and
  - (i) Adjournment.

**7. ELECTIONS PROCESS**

- 7.1 Election Terms.** To the extent possible, the Tribal Council shall schedule elections for the Executive to coincide with the Annual General Assembly held in the year that an election is due. Unless otherwise provided for herein, elections for the Executive shall occur every fourth (4<sup>th</sup>) year. The Executive shall be elected in accordance with the provisions of this By-law and the Tribal Council's Elections Policy and Procedures Manual as adopted and amended by an Ordinary Resolution of the Board from time to time.
- 7.2 Terms of First Election.** The first election held under this By-Law shall occur on a date established by the Board. The President and Vice-President elected as a result shall each serve for a term as provided for in section 7.11 of this By-law.

- 7.3 Vacancies.** If a member of the Executive ceases or becomes unable to hold office prior to the end of his or her elected term the provisions of section 11.13 of this By-law shall apply.
- 7.4 Time and Location.** Unless otherwise provided for herein, all efforts shall be made so that elections shall occur in the third week of June in each election year. The Chief Returning Officer or the Elections Committee shall use their best efforts to cause a notice of the precise time and location of the polling booths for the election to be given at least thirty (30) days before the elections are to occur. Any notice given hereunder shall also specify that nominations for the Executive shall be open with nomination forms being available from the Chief Returning Officer or a Deputy Returning Office as well as specify the date for the close of nominations. In this respect, and subject to the provisions of this By-law, the Chief Returning Officer shall determine the time and date for the:
- (a) close of nominations;
  - (b) presentation of the nomination forms to the Elections Committee; and the
  - (c) casting of ballots.
- 7.5 Election Process.** Except as provided for in this By-law, the process for elections shall be as set forth in the Tribal Council's Elections Policy and Procedure Manual, as adopted and amended by the Ordinary Resolution of the Board from time to time.
- 7.6 Chief Returning Officer.** The Board shall appoint a chief returning officer ("Chief Returning Officer") at least sixty (60) days before an election is to occur whose remuneration shall be set by the Board.
- 7.7 Deputy Returning Officers.** The Chief Returning Officer shall appoint for each Gwich'in Community a deputy returning officer ("Deputy Returning Officer") to act in that capacity for the purposes of an election at least fifty (50) days before an election is to occur.
- 7.8 Nominations.** Any Active Participant may nominate any other Active Participant by properly filling out a nomination form in the prescribed form and submitting it to the Chief Returning Officer before the close of nominations. The Chief Returning Officer shall determine the eligibility of each person nominated in accordance with the Tribal Council's Elections Policy and Procedures Manual.
- 7.9 Contents of Nomination Form.** The nomination form will be prescribed and circulated by the Chief Returning Officer and shall include:
- (a) a place for the name and signature of acceptance of the nominee;
  - (b) a place for the name and signature of the nominator;
  - (c) a place for the name and signature for the witness to the nominee's signature;

- (d) a place for the name and signature for the witness to the nominator's signature; and
- (e) a place for the position for which the nominee is nominated to be identified.

**7.10 Continuity of Office.** In order to ensure continuity, the outgoing Executive will hold office until the new Executive begin their term.

**7.11 Term of Office.** Subject to section 7.3, a member of the Executive shall begin his or her term of office seven (7) days following the election in which he or she was elected and shall serve until his or her death, resignation, removal, incapacity, suspension, disqualification or until the next election, whichever comes first.

**7.12 Eligible Voter.** An eligible voter, being a voter who is entitled to vote in an election, is an individual who:

- (a) is a person who is an Active Participant; and
- (b) is at least eighteen (18) years of age on or before the date of the election.

Each eligible voter shall be entitled to one (1) vote in each election.

**7.13 Casting of Ballots.** The Chief Returning Officer shall establish poll booths in each Gwich'in Community and each eligible voter in the Gwich'in Community shall place his or her ballot in the ballot box at the designated poll booth for that eligible voter. The casting of ballots shall be by secret ballot. Anyone who does not reside in a Gwich'in Community shall have the right to designate which Gwich'in Community he or she wishes to be associated with for the purposes of voting and to arrange (with the Chief Returning Officer) to vote by mailing in a ballot prior to the date of the election.

**7.14 Election Expenses.** No candidate in an election shall expend more than ten thousand (\$10,000.00) dollars in relation to his or her campaign for election. The Chief Returning Officer shall have the right to demand that each candidate provide the Chief Returning Officer with a detailed accounting of all election expenses in such form as may be prescribed from time to time by the Tribal Council's Elections Policy and Procedure Manual and also to provide receipts, evidence and such other supporting documents relevant to making a determination of election expenses as the Chief Returning Officer may reasonably require from time to time.

**7.15 Acclamation.** In the event that there is only one (1) nomination form for President or only one (1) nomination form for Vice-President submitted to the Chief Returning Officer at the close of nominations, the single person(s) so nominated shall be acclaimed.

**7.16 Extension.** In the event that there are no nomination forms for President and/or Vice-President positions submitted to the Chief Returning Officer at the closing of nominations, the Board may extend the close of nominations, postpone the election for a reasonable period of time and/or appoint an Active Participant who resides

within the Gwich'in Settlement Area to serve as an Executive member until such time as an election or by-election can be held which election or by-election must be held at the earliest opportunity.

- 7.17 Counting Ballots.** The counting of the ballots shall be done in accordance with the procedures outlined in the Tribal Council's Elections Policy and Procedure Manual at a time determined by the Chief Returning Officer (but as soon as practicable after an election), and may be witnessed by persons appointed by each of the candidates.
- 7.18 Elected.** The nominee with the most votes for President shall be determined to be elected. The nominee with the most votes for Vice-President shall be determined to be elected. In the case of a tie, the election shall be resolved in accordance with the Tribal Council's Elections Policy and Procedures Manual.
- 7.19 Notice of Results.** The Chief Returning Officer shall prepare an election results form to be presented to the candidates. In addition, the Chief Returning Officer shall give notice of the election results pursuant to section 23 of this By-law as soon as is practical after the counting of the ballots and upon confirmation of the results. The elections results form shall then be posted and sent to each Gwich'in Council.
- 7.20 Contents of Election Results Form.** The election results form shall include:
- (a) the names of the persons nominated for President and Vice-President;
  - (b) the number of eligible voters;
  - (c) the number of votes for each candidate;
  - (d) the number of spoiled ballots; and
  - (e) the winner of the election for each position.
- 7.21 Recount.** Subject to the provisions of the Tribal Council Elections Policy and Procedures Manual, a candidate may appeal a decision and ask for a recount. The result of any recount shall be final and binding and there shall be no further appeal or recourse.
- 7.22 Report of Results.** Following an election, the Chief Returning Officer shall prepare a report on the election which report shall be presented at the next Assembly by either the Chief Returning Officer or the Chief Operating Officer.
- 7.23 Destruction of Ballots.** Ballots shall be destroyed in accordance with the provisions of the Tribal Council Election Policy and Procedures Manual.
- 7.24 By-elections.** In the event of the death, resignation, suspension, removal, incapacity or disqualification of the President or the Vice-President, the Board shall call a by-election at the earliest opportunity and the Chief Returning Officer shall conduct the by-election in accordance with this By-law and the Tribal Council's Elections Policy and Procedure Manual.

## 8. THE BOARD OF DIRECTORS

**8.1 General.** The Board shall be the governing body of the Tribal Council between Annual General Assemblies and may establish general policies and set overall direction for the management and operation of the business and the activities of the Tribal Council. Members of the Board shall be entitled to such remuneration as may be determined by the Annual General Assembly by Special Resolution from time to time.

**8.2 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 objects and by-laws of the Tribal Council and the *Canada Corporations Act*. Board members must be Active Participants at least eighteen (18) years of age and have the legal capacity to contract. 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) demonstrating integrity, honesty, leadership and sound ethics in all matters; and
- (h) declaring potential and actual conflicts of interest and abstaining from discussions and votes where there is conflict or potential for conflict.

**8.3 Composition of the Board.** The Board shall be composed of the Executive and eight (8) Directors. Two (2) Directors each shall be appointed by each of the four (4) Gwich'in Councils in each of the four (4) Gwich'in Communities.

**8.4 Appointment to the Board.** Directors shall take office as of the first meeting of the Board after their appointment by a Gwich'in Council.

- 8.5 Regular Board Meetings.** A regular Board meeting shall be held at a time and location determined by the previous Board meeting. Notification of the time, location and agenda for a regular Board meeting shall be provided to the Board members (by any means possible) and the Gwich'in Councils at least fourteen (14) days before the meeting is to occur. 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. The notice requirement for a regular Board meeting shall not be required if every Board member entitled to receive such notice waives the notice in accordance with section 18.1 of this By-law.
- 8.6 Special Board Meetings.** A special Board meeting shall be called by the Executive on the instructions of at least two (2) members of the Board. Notification of the time, location and agenda for a special Board meeting shall be provided to the Board members (by any means possible) and the Gwich'in Councils at least seven (7) days before the meeting is to occur. The notice requirement for a special Board meeting shall not be required if every Board member entitled to receive such notice waives the notice in accordance with section 18.1 of this By-law.
- 8.7 Emergency Meetings.** In the event that the President or any two (2) Board members 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 person(s) calling the meeting, provided that forty-eight (48) hours notice of such meeting is given, in any form, to each Board member. If all Board members present at an emergency meeting of the Board consent, a Board member 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 hear each other. No error or omission in giving notice of any emergency meeting of the Board of Directors shall invalidate such meeting or make void any proceedings taken thereat provided a quorum is present. The quorum for an emergency meeting shall consist of a simple majority of the Board members provided that there is a representative from each Gwich'in Community. 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 section 18.1 of this By-law.
- 8.8 Business of the Board.** Without limiting the generality of section 8.1 of this By-law, the Board shall transact the following business:
- (a) review and approve the quarterly financial statements and budget report of the Chief Financial Officer;
  - (b) review and approve reports from committees;
  - (b) review the financial statements for the previous Fiscal Year and monitor the financial position of the Tribal Council generally;
  - (c) consider any matter which any Gwich'in Council wishes to bring before the Board;

- (d) arrange for the management and operation of the business and the activities of the Tribal Council in accordance with the general policy decisions of the Annual General Assembly;
- (e) give direction 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 Operating Officer;
- (g) establish general policies and direction for the management and operation of the business and the activities of the Tribal Council.

Notwithstanding anything else in these By-laws, 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.

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

- (a) Call to Order (recognition of a quorum);
- (b) Appointment of Chairperson;
- (c) Declaration of any Conflicts of Interest;
- (d) Waiver of Notice;
- (e) Adoption of Agenda;
- (f) Review and Approve Minutes of the previous Board meeting;
- (g) Matters arising from Minutes;
- (h) Review and Approve Quarterly Financial Statements;
- (i) Community Concerns;
- (j) Committee Reports;
- (k) Other Business;
- (l) Location and Time of next Board meeting; and
- (m) Adjournment.

**8.10 Quorum.** Except in the case of an emergency meeting and subject to section 20.2 of this By-law, the quorum for a Board meeting shall consist of six (6) people (either Executive and/or Directors), with at least one (1) Director present from each Gwich'in Community. The quorum requirements of an emergency meeting are set out in section 8.7 of this By-law.

**8.11 Chair.** A member of the Executive or a Director shall be chosen by the Board to chair the meeting and such person shall not have a vote when he/she assumes the chair, unless it is necessary to cast a deciding vote on a resolution.

**8.12 Suspension or Removal of Directors.**

- (a) Any Board member (other than a member of the Executive) whose conduct is considered to be detrimental to the interests, reputation, or objects of the Tribal Council may be suspended or removed from the Board by a Special Resolution of the Board. Notwithstanding anything else in this By-law, the Director who is to be suspended or removed and his or her respective Gwich'in Council 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 Special Resolution will be presented to suspend or remove him or her and such notice must contain a written statement of the grounds for his or her suspension or removal from the Board. The Director in question shall be entitled to make a statement in explanation and in defence of his/her conduct.
- (b) Any Director who has been suspended or removed from the Board, or any Gwich'in Council whose Director has been suspended or removed from the Board, may appeal the suspension or removal in writing to the Appeals Committee in the first instance and thereafter an Annual General Assembly in accordance with sections 19(3) and 19(4) of this By-law.

#### **8.13 Vacation of Office.**

- (a) A Director shall cease to be a Director when he or she dies, resigns, is suspended or removed from his or her position, when he or she becomes incapable of holding office by reason of mental or physical incapacity or when he or she ceases to be the appointee of his or her respective Gwich'in Council.
- (b) In the event of the death, resignation, removal, incapacity or disqualification of a Director, the Gwich'in Council whose appointee is no longer sitting on the Board shall appoint another Director from their Gwich'in Council to the Board.
- (c) In the event of the suspension of a Director, the Gwich'in Council whose appointee is suspended may appoint another Director from their Gwich'in Council to the Board for the interim period of the suspension.

**8.14 Voting.** Each Board member shall be entitled to one (1) vote at a Board meeting, Annual General Assembly or Special Assembly.

**8.15 Method of Voting.** Unless otherwise specified, all voting at a Board meeting shall be by a show of hands.

### **9. BOARD COMMITTEES**

**9.1 General.** The Board shall strike the following committees:

- (a) an Executive Committee with terms of reference as provided for in a Special Resolution passed by the Board and amended as required from time to time;
- (b) a Finance Committee with terms of reference as provided for in the Financial Administration By-law No. 4;
- (c) an Audit Committee with terms of reference as provided for in the Financial Administration By-law No. 4;
- (d) an Elections Committee with terms of reference as provided for in an Ordinary Resolution passed by the Board and amended as required from time to time establishing such committee; provided always however that such terms of reference are consistent with the Tribal Council's Elections Policy and Procedures Manual and the provisions of this By-law;
- (e) a Human Resources Committee with terms of reference as provided for in a Special Resolution passed by the Board and amended as required from time to time establishing such committee; and
- (f) an Appeals Committee with terms of reference as provided for in a Special Resolution passed by the Board and amended as required from time to time establishing such committee; provided always however that, at minimum, the Appeals Committee shall include the President and the Chief Operating Officer.

Such committees shall be of a size to be determined by the Board and, subject to the foregoing, carry out the functions designated by the Board on such terms as may be established by the Board.

- 9.2 Special Committees.** The Board may strike any special committees to inquire into any matter of interest to the Board, and to report back to the Board, or (subject to the provisions of this By-law) to carry out functions designated by the Board on such terms as may be established by the Board.
- 9.3 Removal from Committees.** The Board may from time to time, by Special Resolution, remove any committee member from a committee in its sole discretion. In the event a Director ceases to be a Director pursuant to section 8.12 of this By-law, or a member of the Executive ceases to be a member of the Executive pursuant to section 11.12 of this By-law then such Director or Executive member shall be automatically removed from any committees on which they sit.
- 9.4 Remuneration of Committee Members.** In addition to Director fees that may be payable where applicable, committee members shall be entitled to such remuneration for their participation on committees as may be determined by the Board from time to time.

**9.5 Ex Officio Members.** The members of the Executive shall be ex-officio members of all committees struck pursuant to sections 9.1 and 9.2 except for the Elections Committee. The Chief Operating Officer and the Chief Financial Officer shall be ex-officio members of all committees struck pursuant to section 9.1 and 9.2 except for the Audit Committee.

**9.6 Authority.** No committee shall at any time have the power to act on behalf of the Tribal Council unless expressly authorized to do so in writing by the Board. Decisions of a committee shall be made by Ordinary Resolution.

## **10. OFFICERS**

**10.1 General.** Subject to the provisions of this section 10, the Board may appoint and/or delegate persons to the positions of Chief Operating Officer, Chief Financial Officer and Secretary. Officers shall not be Directors. Such officers shall be full time employees of the Tribal Council. Subject to the provisions of this By-law, applicable law and any employment contract that may be in place, the Board may by Special Resolution from time to time remove any officers and fix any remuneration for acting as an officer.

### **10.2 Chief Operating Officer.**

- (a) The Board shall appoint a chief operating officer ("Chief Operating Officer") who, subject to section 10.2(b), may perform the duties of the Secretary.
- (b) The Chief Operating Officer shall also have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board or the President may specify.

### **10.3 Chief Financial Officer.**

- (a) The Board shall appoint a chief financial officer ("Chief Financial Officer") who shall 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) The Chief Financial Officer shall 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.
- (c) The Chief Financial Officer shall also have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board or the President may specify.

### **10.4 Secretary.**

- (a) The Board may appoint a secretary ("Secretary") who shall be responsible for ensuring that Board procedures are followed and that applicable rules and

regulations are complied with. If no person is appointed Secretary, the Chief Operating Officer shall act as the Secretary.

- (b) The Secretary shall attend all Assemblies, Board meetings, Executive 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.
- (c) The Secretary shall also have such other powers and duties specified in, and shall hold office subject to, the provisions of a written employment agreement as the Board or the President may specify.

**10.5 Agents and Advisors.** The Board may appoint and employ such agents and advisors for the Tribal Council as it shall deem necessary from time to time under terms and conditions set by the Board.

## 11. EXECUTIVE

**11.1 General.** The Executive shall be responsible for the day-to-day management and operation of the business and activities of the Tribal Council in accordance with the objects and by-laws of the Tribal Council, Assembly resolutions, the Land Claim Agreement, the *Canada Corporations Act* and the advice and direction of the Board.

**11.2 Executive Members.** The Executive shall consist of one (1) President and one (1) Vice-President.

**11.3 President.** The President, subject to the authority of the Board, the direction given at an Assembly and the provisions of this By-law and the other by-laws of the Tribal Council, shall be responsible for the day-to-day management, business, operations and activities of the Tribal Council. In addition, the President shall have such other powers and duties as the Board may specify from time to time. The President shall have the honorary title of "Grand Chief of the Gwich'in Nation".

**11.4 Authority to Speak.** The President or his or her designate shall be the chief spokesperson for the Tribal Council.

**11.5 Vice-President.** The Vice-President shall have such powers and duties as the Board or the President may specify from time to time.

**11.6 Records of Decision.** The Executive shall maintain records of decisions for all their meetings.

**11.7 Regular Executive Meetings.** Unless the members of the Executive otherwise agree, a regular Executive meeting shall be held at a time and location determined by the previous Executive meeting and attended by the Chief Operating Officer and the Chief Financial Officer. The Executive shall have a regular Executive meeting at least once every calendar month.

- 11.8 Notice.** The Chief Operating Officer shall give (in any manner whatsoever) the Executive and the Chief Financial Officer at least fourteen (14) days prior notice of each Executive meeting. The notice requirement for an Executive meeting shall not be required if every person entitled to receive such notice waives the notice in accordance with section 18.1 of this By-law.
- 11.9 Special Executive Meetings.** Unless the members of the Executive otherwise agree, a special Executive meeting may be called at any time by a member of the Executive and the Executive shall cause notice of such meeting to be given to the Chief Financial Officer and the Chief Operating Officer (in any manner whatsoever) at least two (2) days prior to such meeting occurring. The notice requirement for a special Executive meeting shall not be required if every person entitled to receive such notice waives the notice in accordance with section 18.1 of this By-law.
- 11.10 Agenda.** The agenda of an Executive meeting shall substantially conform to the following format:
- (a) Call to Order (recognition of quorum);
  - (b) Declaration of any Conflicts of Interest;
  - (c) Waiver of Notice;
  - (d) Adoption of Agenda;
  - (e) Review and Approve Minutes of the previous Executive meeting;
  - (f) Matters arising from Minutes;
  - (g) Review and Approve monthly financial statements;
  - (h) Other Business;
  - (i) Time of next Executive meeting; and
  - (j) Adjournment.
- 11.11 Quorum & Chair.** In order to have a quorum for an Executive meeting the President and Vice-President must be present. The President shall chair any Executive meeting. For greater clarity, the Executive may request that the Chief Operating Officer and the Chief Financial Officer attend any executive meeting but the Executive shall be free to meet without such individuals.
- 11.12 Suspension or Removal of an Executive.**
- (a) Any member of the Executive whose conduct is considered to be detrimental to the interests, reputation or objects of the Tribal Council may be suspended or removed from office by a Special Resolution of the Board.
  - (b) Notwithstanding anything else in this By-law, the member of the Executive who is to be suspended or removed shall be given at least fourteen (14) days written notice of the Board meeting at which a Special Resolution will be presented to suspend or remove him or her and such notice must contain a written statement of the grounds (including any and all relevant facts) for his or her suspension or removal from office.

- (c) The member of the Executive in question shall be entitled to make written and oral submissions to the Board at the Board meeting at which the suspension or removal is considered and shall also be entitled to have legal counsel present.
- (d) A member of the Executive who is suspended or removed by the Board shall be given written reasons for his or her suspension or removal within two (2) business days of the Board's decision. These reasons shall be signed by at least one Director who took part in the decision.
- (e) Subject to any judicial or administrative decision or pronouncement or unless the Board agrees otherwise, all salary, remuneration or compensation paid to any member of the Executive who has been suspended or removed by the Board shall cease within two (2) business days of the date of the suspension or removal.
- (f) Any member of the Executive who has been suspended or removed by the Board may appeal the Board's decision to the Appeals Committee in the first instance and then in accordance with the provisions of sections 19(3) and 19(4) of this By-law or make a statement in explanation at the next Assembly.

#### **11.13 Vacation of Office.**

- (a) An Executive member shall cease to hold office when he or she dies, resigns, is suspended or removed from his or her position or when he or she becomes incapable of holding office by reason of mental or physical incapacity.
- (b) In the event of the death, resignation, suspension, removal, incapacity or disqualification of the President or Vice-President, the Board shall, as soon as possible, appoint (by Special Resolution) an Active Participant who resides within the Gwich'in Settlement Area to serve as the interim President or Vice-President until such time as an election or by-election can be held which election or by-election must be held at the earliest opportunity.

**11.14 Executive Compensation.** The compensation of Executive members will be determined by the Board on an annual basis.

## **12. COSTS OF MEETINGS**

**12.1 General Rule & Non-Attendance.** The Tribal Council will be responsible for reasonable costs and expenditures incurred by Delegates, Directors or Executive members who attend an Assembly, Board meeting, Executive meeting or other designated meetings. Notwithstanding the foregoing, the Tribal Council shall not be responsible for any costs or expenses incurred by Delegates, Directors or Executive members on a day where they are required to, but do not, attend an Assembly,

Board meeting, Executive meeting or other designated meeting as the case may be, unless they provide a valid reason for their absence.

**12.2 Outside Representatives.** Outside representatives at an Assembly, Board meeting or Executive meeting who are not Delegates, Directors or Executive members 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.

**12.3 Other Expenses.** Delegates, committee members, Directors or Executive members to an Assembly, Board meeting or Executive meeting shall be paid, subject however to 12.1 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 and are eligible for honoraria as may be determined by the Board by Ordinary Resolution from time to time.

### **13. BONDS, LIABILITY, INDEMNITY AND INSURANCE**

**13.1 Bonds.** The Board may require such 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.

**13.2 Liability.** No Executive member, Director, officer, employee or agent of the Tribal Council 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 his or her duties in accordance with this By-law, the other by-laws of the Tribal Council, applicable laws or where the duties are carried out under the direction of the Board; provided always however that such persons shall be liable for any costs, charges, losses, damages and expenses whatsoever as are occasioned by his or her own dishonesty, recklessness, negligence, wilful neglect, default or failure to comply with the authorized instructions of the Tribal Council, any other entity created by the Tribal Council or the Board.

**13.3 Indemnity.** Every Executive member, Director, officer, employee and agent of the Tribal Council shall from time to time and at all times, be indemnified and saved harmless out of the funds of the Tribal Council from and against all costs charges, losses, damages and expenses whatsoever which such Executive member, 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 him or her, in his or her capacity as an Executive member, Director, officer, employee or agent (as the case may be), or in any way in the discharge of his or her duties excepting such costs, charges, losses, damages and expenses whatsoever as are occasioned by his or her own dishonesty, recklessness, negligence, wilful neglect, default or failure to comply with the authorized instructions of the Tribal Council, any other entity of the Tribal Council or the Board.

- 13.4 Insurance.** The Board shall cause the Tribal Council to purchase and maintain insurance for the benefit of any person who is or was a member of the Executive, Director or officer of the Tribal Council or who is or was serving at the request of the Tribal Council as an Executive, Director or officer, against any liability incurred by such person while acting in his or her capacity as a member of the Executive, Director or officer of the Tribal Council as the case may be. The Board may cause the Tribal Council to purchase and maintain insurance for the benefit of any person who is or was a Delegate, employee or agent of the Tribal Council or who is or was serving at the request of the Tribal Council as a Delegate, employee or agent, against any liability incurred by such person while acting in his or her capacity as a Delegate, employee or agent of the Tribal Council as the case may be.

#### **14. EXECUTION OF DOCUMENTS**

- 14.1 Signing Officers.** Contracts, documents or any instruments in writing requiring the signature of the Tribal Council, shall be signed by two (2) members of the Executive or by such members of the Board as may be designated by the Board by Ordinary Resolution, and all contracts, documents and instruments in writing so signed shall be binding upon the Tribal Council without any further authorization or formality. The Board shall have power from time to time by Ordinary Resolution to appoint an officer or officers on behalf of the Corporation to sign specific contracts, documents and instruments in writing and all contracts, documents and instruments signed by such officer or officers so signed shall be binding upon the Tribal Council without any further authorization or formality.
- 14.2 Power of Attorney.** The Board of Directors, by Ordinary Resolution, may 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.
- 14.3 Seal.** The seal of the Tribal Council, when required, may be affixed to contracts, documents and instruments by a member of the Executive or by a member of the Board as provided for in section 14.1 hereof, or by any officer or officers appointed by Ordinary Resolution of the Board of Directors to affix such seal.

#### **15. FINANCES**

- 15.1 Auditors.** The Annual General Assembly shall appoint an auditor to audit the accounts of the Tribal Council, which auditor shall provide an auditor's report to the next Annual General Assembly. In particular, the auditor shall report as to whether the audited financial statements of the Tribal Council are fairly presented in accordance with generally accepted accounting principles. The auditor shall hold office until the end of the next Annual General Assembly. In the event that an appointed auditor is unable or ceases to be able to act for the Tribal Council in accordance with this section 15.1, the Board shall be entitled to appoint another auditor to provide the auditor's report contemplated herein at the next Annual General Assembly.

## 16. BORROWING POWERS

**16.1 Borrowing/Raising of Money.** The Board may by Ordinary Resolution, subject to this By-law and any other by-laws of the Tribal Council, borrow or raise money in accordance with the *Canada Corporations Act* for any purpose of the Tribal Council.

**16.2 Securing of Payment.** The Board may, by Special 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.

## 17. RULES AND REGULATIONS

**17.1 Adoption of Rules.** The Board may, by Ordinary Resolution unless provided otherwise, prescribe such rules and regulations not inconsistent with this By-law or the other by-laws relating to the management and operation of the Tribal Council as they deem expedient, provided that the Board shall report on such rules and regulations at the next Annual General Assembly.

## 18. WAIVER OF NOTICE

**18.1 Waiver by Executive or Director.** Any member of the Executive or a 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 him or her 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.

## 19. DISPUTE RESOLUTION PROCEDURE

**19.1 Reference to the Board.** Any dispute that any Active Participant has in regard to the application or interpretation of this By-law or the other by-laws of the Tribal Council, or in regard to any decision made or action taken pursuant to this or the other by-laws of the Tribal Council, may be referred in writing to the Board. 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. Notwithstanding the foregoing, the dispute resolution mechanism provided for herein shall not apply to disputed elections and the provisions of the Tribal Council Elections Policy and Procedures Manual respecting such matters shall apply instead.

**19.2 Decision.** 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 position within a reasonable period of time. Subsequently, the Board shall make a decision by Ordinary Resolution regarding a dispute referred to it in accordance with section 19.1 within fourteen (14) days after the next regular Board

meeting and shall provide written reasons for its decision signed by a Director who took part in the decision.

**19.3 Appeal to the Assembly.** The decision of the Board may be appealed at the next Annual General Assembly. Such an appeal must be in writing and be submitted to the Chief Operating 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 and the appellant's position with respect to the dispute. The Annual General Assembly shall permit any other parties involved in the dispute in question to state their position to the Annual General Assembly. The Annual General Assembly shall then make a decision with respect to the appeal.

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

## 20. RESOLUTIONS

**20.1 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 Executive meeting, as the case may be.

**20.2 Participation by Audio and/or Video Communication Facilities.** Subject to any other provision of this By-law including, without limitation, section 8.7 hereof relating to emergency Board meetings, if all:

- (a) Board members present at a meeting, in the case of Board meetings;
- (b) Executive members present at a meeting, in the case of Executive meetings;
- or
- (c) committee members present at a meeting, in the case of committee meetings;

consent, a member of the Board, Executive or a committee may participate in a Board, Executive 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 hear each other. Any Board, Executive or committee member participating in a meeting in such a manner shall be deemed to be present at such meeting. Consent pursuant to this section 20.2 shall be effective whether given before or after the meeting to which it relates. Consent as contemplated herein may be sought and obtained with respect to all Board, Executive or committee meetings a person attends. 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 Board or Executive members 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.

**21. CONDUCT OF MEMBERS**

**21.1 Intoxication.** No person under the influence of alcohol and/or drugs shall attend or, if present, be allowed to remain at an Assembly, Board, committee or Executive meeting while such meeting is in progress.

**21.2 Detrimental Conduct.** Notwithstanding section 21.1, any person whose conduct at an Assembly, Board, Executive 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.

**22. AMENDMENT OF BY-LAWS**

**22.1 Alteration.** The by-laws of the Tribal Council may be rescinded, altered or added to at an Assembly by a Special Resolution; provided always however no such rescission, alteration or addition shall have any effect until such time as it is approved by Industry Canada, Corporations Directorate.

**23. NOTICES**

**23.1 Form of Notice.** Unless otherwise provided for in this By-law, any notice that is required to be given pursuant to this By-law shall be given as follows:

- (a) by posting such notice in a prominent news publication that is distributed in each Gwich'in Community for two (2) consecutive weeks;
- (b) by radio, provided that such radio signal is received in each Gwich'in Community and provided that such notice is given by radio at least five (5) times; and

(c) by posting such notice in a conspicuous location in each Gwich'in Community.

**ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 200\_.

**WITNESS** the seal of the Tribal Council.

**GWICH'IN TRIBAL COUNCIL**

Per: \_\_\_\_\_  
President (seal)

**RESOLVED** that the foregoing resolution be adopted by the \_\_\_\_ Annual General Assembly at \_\_\_\_\_ this \_\_\_\_ day of \_\_\_\_\_, 200\_.