

**GWICH'IN TRIBAL COUNCIL**

**BY-LAW NO. 1  
GOVERNANCE**

**Restated**

**As Enacted by the 23<sup>rd</sup> Annual General Assembly in Aklavik, NT on September 16, 2015**

**GWICH'IN TRIBAL COUNCIL**

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**GWICH'IN TRIBAL COUNCIL****A BY-LAW REPEALING BY-LAW NO. 1 AND REPLACING SAME****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, and any statute or regulations that may be substituted, as amended from time to time;
- (b) **“Affiliates”** shall have the same meaning ascribed to it pursuant to the *Canada Not-for-profit Corporations Act*, SC 2009, c 23 as amended from time to time. For greater certainty, to include the Gwich'in Development Corporation, the Gwich'in Settlement Corporation and the Gwich'in Social and Cultural Institute;
- (c) **“Annual General Assembly”** means an assembly convened in accordance with section 5.2 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”** means the board of directors of the Tribal Council composed in accordance with section 8.3 of this By-law;
- (g) **“By-law”** means this By-law No. 1 of the Tribal Council;
- (h) **“Chief Financial Officer”** has the meaning as provided for in section 10.3(a) of this By-law;
- (i) **“Chief Operating Officer”** has the meaning as provided for in section 10.2(a) of this By-law;
- (j) **“Delegation”** means the total number of Delegates elected at an Assembly in accordance with section 4.2 of this By-law and **“Delegate”** means each of the individuals in the Delegation;
- (k) **“Director”** means a member of the Board elected by the Members;

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- (l) **“Member”** means one of the four Gwich'in Councils in accordance with section 3.1 (a) of this by-law.
  - (m) **“Elder”** means a Participant who is at least sixty (60) years of age on or before the date upon which notice of an Assembly is given;
  - (n) **“Election Policy”** means the election policy of the Gwich'in Tribal Council as appended hereto;
  - (o) **“Elections Committee”** means the Elections Committee established pursuant to section 9.1(c) of this By-law;
  - (p) **“Executive”** means the President and the Vice-President;
  - (q) **“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;
  - (r) **“Good Standing”** means a Participant who is not disqualified to be an Executive or Director pursuant to Section 7.3 of this By-law;
  - (s) **“Gwich'in Community”** means the community of Fort McPherson, Tsiigehtchic, Inuvik or Aklavik and **“Gwich'in Communities”** means these four communities collectively;
  - (t) **“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;
  - (u) **“Gwich'in Settlement Area”** means that area within the Northwest Territories as described in Appendix A to the Land Claim Agreement;
  - (v) **“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;
  - (w) **“Land Claim Agreement”** means the Gwich'in Comprehensive Land Claim Agreement dated the 22nd day of April, 1992;
  - (x) **“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;

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- (y) **“Participant”** means a person whose name appears on the enrolment register pursuant to Chapter 4 of the Land Claim Agreement;
  - (z) **“Special Assembly”** means an assembly convened in accordance with section 6.1 of this By-law;
  - (aa) **“Special Resolution”** means a resolution passed by a majority of not less than three-quarters (3/4) of the votes cast on that resolution and, with respect to an Assembly, a resolution passed by not less than three-quarters (3/4) of the votes cast where at least three-quarters (3/4) of the persons entitled to vote on such resolution are present as well as at least one person present from each Gwich'in Council;
  - (bb) **“Tribal Council”** means the Gwich'in Tribal Council being a corporation continued under the Act and all its Affiliates; and
  - (cc) **“Youth”** means a Participant 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.

## 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 Secretary of the Tribal Council shall be the custodian of the corporate seal.

## 3. MEMBERSHIP

- 3.1 **General—Membership in the Tribal Council.** Subject to the Articles, there shall be two classes of members in the Tribal Council.
- (a) **Class A** voting membership shall be available to the Gwich'in Councils. Class A members shall be entitled to receive notice of and to attend all meetings of the members of the corporation and each Class A member shall have one (1) vote at such meeting other than general elections.
  - (b) **Class B** members are Gwich'in Participants at least eighteen (18) years of age. Class B members are entitled to receive notice of and attend all meetings of members of the Corporation for the election of the President and Vice-President of the Corporation and are entitled to vote for the election of the President and Vice-President of the Corporation.

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- 3.2 Special Resolution.** A Special Resolution of the Members is required to make any amendments to this section 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 a section 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 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 Members.** Members are responsible for the advocacy and fair representation of their Participants.
- 3.5 Transfer of Membership.** A membership may only be transferred to the Tribal Council. A special resolution of the Members is required to make any amendment to add, change or delete this section of the By-laws.
- 3.6 Withdrawal of Membership.** A 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 30 days of such withdrawal to deal with provisions of 3.7.
- 3.7 Termination of Membership.** A membership in the Tribal Council is terminated when:
- (a) the 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 Member is liquidated or dissolved under the Act.

Subject to the Articles, upon any termination of membership, the rights of the Member, including any rights in the property of the Tribal Council, automatically cease to exist.

**3.8 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 the property, or otherwise related to membership as provided for in these By-laws, of the Tribal Council, automatically cease to exist pursuant to provisions of 3.5 and 3.7.

**3.9 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 participate in the meeting by means of such telephonic, electronic or other communication facility.

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 section who is entitled to vote at that meeting may vote, in accordance with the Act, by means of any telephonic, electronic or other communication facility that the Tribal Council has made available for that purpose.

**3.10 Absentee Voting.** There shall be no absentee or proxy voting at an Assembly meeting.

#### **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 Composition of the Assemblies.** Assemblies shall be composed of the following:

A Delegation from each of the four (4) Gwich'in Councils with each Delegation from a Gwich'in Council consisting of:

- (a) no fewer than three (3) and no more than five (5) Participants from the

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applicable Gwich'in Council:

- (i) where possible, an Elder (who shall serve as representatives of all the Elders in the applicable Gwich'in Council);
- (ii) where possible, a Youth (who shall serve as representatives of all the Youth in the applicable Gwich'in Council); and
- (iii) where possible, a Delegate who does not reside in the Gwich'in Settlement Area.

With the individuals described in section 4.2(a) of this By-Law being elected by the applicable Gwich'in Council in accordance with its own election procedures and the individuals in sections 4.2(a) of this By-law being selected by the applicable Gwich'in Council in accordance with its own procedures; and

(b) the Tribal Council Board of Directors.

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

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) Participants will be chosen by the Assembly upon recommendation of the Board to chair the proceedings. The chairpersons shall not have a vote.

**4.5 Voting.** Each Delegate shall be entitled to one (1) vote on matters on which the Member is entitled to vote at an Assembly.

**4.6 Majority Vote.** Every question shall, unless otherwise provided by the By-laws or by 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 or Special Resolution, the passage of an Ordinary or Special Resolution shall govern unless the Act or this By-law provides otherwise.

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



- 4.8 Manner of Voting.** Subject to the provisions of this By-law, voting at an Assembly shall be by a show of hands. A Delegate may demand a ballot either before or after any vote by show of hands.

## **5. ANNUAL GENERAL ASSEMBLIES**

- 5.1 Business.** Without limiting the generality of the responsibilities set out in section 4.1 of this By-law, all business transacted at a special meeting of Members and all business transacted at an annual meeting of Members, except the consideration of the financial statements, auditor's report, election of Executive and Directors and re-appointment of the auditor, and special business. Special business may include:
- (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 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) 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;
  - (j) considering and reviewing any proposal or matter that any Gwich'in Council wishes to bring before the Assembly subject to prior reasonable notice to the Board pursuant to section 5.5 of this By-Law; and
  - (k) the election of Executive or Directors to hold a term of no more than four (4) years as described by the Tribal Council's Election Policy and Joint Agreement as appended hereto.

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- 5.2 Place and Time.** The Annual General Assembly shall be held once every calendar year, no later than six (6) months of the date of the annual financial statements and at a location, subject to section 4.7 hereof, chosen by the previous Annual General Assembly, and/or at a time/place chosen by the Board in unforeseen circumstances.
- 5.3 Notice.** A notice of the time and location of an Annual General Assembly shall be given to each Gwich'in Council entitled to vote at the 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 two (2) consecutive weeks prior to the 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 Assembly;
  - (b) by telephonic, electronic or other communications methods not less than 30 days before the Assembly; and
  - (c) each Gwich'in Council shall ensure that their Delegation have received notice as provided for herein.
- 5.4 Identity of Elected Delegates.** Each Gwich'in Council shall forward an approved written resolution to the Tribal Council electing their Delegates to the Annual Assembly at least twenty one (21) days before an Annual Assembly occurs.
- 5.5 Notice of Agenda.** A draft agenda of an Annual General Assembly shall be sent to the Members at least thirty (30) 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.
- A Special Resolution at an Annual General Assembly shall be required to make any amendments to the bylaws of the Tribal Council and thirty (30) days' notice of any such resolution shall be provided to the Gwich'in Council.
- 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) Appointment of Resolutions Committee
  - (g) Review and Approve the Minutes of the previous Annual General Assembly
  - (h) Matters arising from Minutes

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- (i) Executive Reports
  - (j) Report on changes to Rules and Regulations
  - (k) Auditor's Report
  - (l) Approve the audited financial statements for the previous Fiscal Year
  - (m) Appointment of Auditor
  - (n) Elections and/or Report of Chief Returning Officer
  - (o) Special Business including Participants forum
  - (p) Approval of Resolutions
  - (q) Location of next Annual General Assembly
  - (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.

**6.2 Business.** Without limiting the generality of the responsibilities set out in section 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 section 6.1 of this By-law.

**6.3 Identity of Delegation.** Each Gwich'in Council shall forward an approved written resolution to the Tribal Council electing their Delegates to the Special Assembly at least twenty one (21) 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 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 on Specific issue(s)
- (f) Adjournment

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## 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 (4<sup>th</sup>) year and in conjunction with the Annual General Assembly.

The Executive and the Directors shall be elected in accordance with the Tribal Council's Elections Policy and Voting Agreement as appended hereto and as adopted and amended by an Ordinary Resolution of the Board and approved by Special Resolution by the Delegates at an Annual General Assembly from time to time.

**7.2 Eligibility for Executive or Directors.** An Executive or Director shall be a Participant of a Gwich'in Council and in Good Standing with the Tribal Council and its Affiliates.

**7.3 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 (a corporate entity);
- (d) a person who does not satisfy the eligibility requirements under section 7.2 of this By-law;
- (e) a person who has the status of a bankrupt; or
- (f) a person or majority owner of a corporate entity that currently owes the Tribal Council or its Affiliates in excess of five hundred (\$500.00) dollars, where such amount has been outstanding for more than one hundred and eighty (180) consecutive days subject to a sworn declaration, to include a repayment plan, pursuant to the Elections Policy as appended hereto.

**7.4 Voting.** Each Director shall be entitled to one (1) vote at all meetings and assemblies.

**7.5 Method of Voting.** Unless otherwise specified, all voting at a Board meeting shall be by a show of hands, except if a ballot is demanded by a member entitled to vote at the meeting. A Director may demand a ballot either before or after any vote by show of hands.

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## 8. THE BOARD OF DIRECTORS

**8.1 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.

The Board may recommend to the Annual General Assembly the reasonable remuneration of the Directors.

**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 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) demonstrating integrity, honesty, leadership and sound ethics in all matters;
- (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 interest of all Participants in accordance with the Land Claim Agreement; and

- (k) supporting and adhering to the collective decisions and strategic direction of the Board.

**8.3 Composition of the Board.** The Board shall be composed of the Executive and eight (8) Directors comprised of two (2) Directors from each of the four (4) Gwich'in Councils elected by the Delegates at an Annual General Assembly as per the Elections Policy and Voting Agreement as appended hereto subject to adjustments and conditions as a result of section 3.6.

**8.4 Election to the Board.** Subject to the Articles and in accordance with section 3.1 of this By-law, the Members shall elect the Directors at each Annual General Assembly at which a specific election of Directors is required, and the Directors shall be elected to hold office for a term expiring not later than the close of the fourth (4<sup>th</sup>) Annual General Assembly of Members following the election.

The terms for the Directors shall be staggered such that a maximum of six (6) Directors shall retire on the close of an Assembly. Directors shall take office as of the first meeting of the Board after their election by the Member Delegates of the Tribal Council.

No candidate in a General Election of Executive shall expend more than ten thousand (\$10,000) dollars in relation to his or her campaign for election. The Chief Returning Officer shall have the right to demand that each candidate provide a detailed accounting of all election expenses in such form as may be prescribed from time to time by the Tribal Council Elections Policy.

Upon acceptance of the election results, notice of change of directors shall be filed with the appropriate registries.

**8.5 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 Gwich'in Councils at least seven (7) 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. 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 section 18.1 of this By-law; and
- (c) Board meetings are normally closed to Participants unless the Board otherwise determines. The minutes of the board meetings are not made

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available to Participants unless the Board votes otherwise by Special Resolution as requested by a Member.

**8.6 Special Board Meetings.** A special Board meeting shall be called by the Executive or on the instructions of at least two (2) Members in addition to the following:

- (a) Notification of the time, location and agenda for a special Board meeting shall be provided to the Board (by any means possible) at least seven (7) days before the meeting is to occur;
- (b) The quorum for a special Board meeting shall consist of a simple majority of the Directors;
- (c) 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 section 18.1 of this By-law; and
- (d) Special Board meetings are normally closed to Participants unless the Board otherwise determines. The minutes of the board meetings are not made available to Participants unless the Board votes otherwise by Special Resolution as requested by a Member.

**8.7 Emergency Meetings.** In the event that the President or any two (2) 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 hear 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 quorum for an emergency meeting shall consist of a simple majority of the Directors;
- (d) 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; and

- (e) Emergency Board meetings are normally closed to participants unless the Board otherwise determines. The minutes of emergency board meetings are not made available to Participants unless the Board votes otherwise by Special Resolution as requested by a Member.

**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, 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 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 of individuals to Affiliate boards, pursuant to Affiliate By-laws, from Gwich'in Councils and present to Annual General Assembly for election.

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 and Certification of Good Standing of each Director



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- (d) Waiver of Notice
  - (e) Adoption of Agenda
  - (f) Review and Approve Minutes of the previous Board meeting
  - (g) Matters arising from Minutes
  - (h) Executive and Officers Reports
  - (i) Review and Approve Quarterly Financial Statements
  - (j) Committee Reports
  - (k) Departmental and Affiliate Reports
  - (m) Other Business
  - (n) Gwich'in Council Reports
  - (o) Date and Time of next Board meeting
  - (p) Adjournment.

**8.10 Quorum.** Subject to section 20.2 of this By-law, the quorum for all Board meetings shall consist of a simple majority of the Directors;

**8.11 Chair.** An Executive member shall Chair all meetings 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 Director whose conduct is considered to be detrimental to the interests, reputation, Code of Conduct, not in Good Standing, or objects of the Tribal Council may be suspended or removed from the Board by a Special Resolution of the Board.
- (b) 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. The written statement shall state the factual allegations made against the member and shall state the reasons for which the member may be suspended or removed.
- (c) Such notice must contain a written statement of the grounds for his or her suspension or removal from the Board within ten (10) days of the Board's decision. 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 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 pursuant to Section 19 of this By-Law, in the first instance and thereafter to an Annual General Assembly in accordance with sections 19(3) and 19(4) of this By-Law.

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

- (a) dies;
- (b) resigns by delivering a written resignation to the Secretary of Tribal Council;
- (c) ceases to be qualified as Director;
- (d) is removed in accordance with section 8.12 of this By-law;
- (e) on a motion of the Board approving the vacancy of the Director if he or she has missed three (3) consecutive meetings of the Board without a valid reason provided to the Board, where such meetings are held with notice in accordance with section 8.5 of this Bylaw; or
- (i) a Directors term of office expires.

**8.14 Appointment of Director.** Subject to the Articles, in the event an office of a Director is vacated, the Board shall appoint a Director from the Gwich'in Council where the vacancy occurred, to hold office for a term expiring not later than the close of the next Annual General Assembly.

**8.15 Eligibility.** A Director shall be a Participant of a Gwich'in Council and in Good Standing with the Tribal Council and its Affiliates.

**8.16 Disqualification of Directors.** The following person(s) are disqualified from being a 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 (a corporate entity);
- (d) a person who does not satisfy the eligibility requirements under section 8.15 of this By-law;

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- (e) a person who has the status of a bankrupt;
  - (f) a person convicted of an indictable offense under the *Criminal Code of Canada* within the previous three (3) years;
  - (g) a person or majority owner of a corporate entity that currently owes the Gwich'in Council, the Tribal Council or its Affiliates in excess of five hundred (\$500.00) dollars, where such amount has proven to be outstanding for more than one hundred and eighty (180) consecutive days; or
  - (h) If a Director, officer, employee or agent of the Corporation has been proven to be in breach of this By-Law or a By-Law of the Tribal Council and its' Affiliates, the individual shall not be eligible to sit as a Director, officer, employee or agent for a minimum of four (4) years or a period determined by the Annual General Assembly.

**8.17 Voting.** Each Director shall be entitled to one (1) vote at all meetings and Assemblies.

**8.18 Method of Voting.** Unless otherwise specified, all voting at a Board meeting shall be by a show of hands, except if a ballot is demanded by a Director entitled to vote at the meeting. A Director may demand a ballot either before or after any vote by show of hands.

## **9. BOARD COMMITTEES**

**9.1 Mandatory Committees.** The Board shall strike the following committees by Special Resolution:

- (a) an Executive Committee with terms of reference as provided for in the Tribal Council Governance Policy;
- (b) an Audit and Finance Committee as provided for in the Financial Administration By-law No. 2;
- (c) in an election year, an Elections Committee made up of the Chief Returning Officer and the Deputy Returning Officers pursuant to the Election Policy as appended hereto; and
- (d) an Enrolment Committee to implement Chapter 4 Eligibility and Enrolment of the Land Claim Agreement.

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- 9.2 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.
- 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 an Executive or Director ceases to be a Director pursuant to section 8.12 of this By-law then such Director or Executive 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 that are comparable to fees that are received by Directors.
- 9.5 Ex Officio Members.** The Executive shall be ex-officio members of all committees struck pursuant to sections 9.1 and 9.2 of this By-Law except for the Elections Committee.
- 9.6 Authority.** No committee shall at any time have the power to act on behalf of the Tribal Council. Decisions of a committee shall be made by Ordinary Resolutions as recommendations to the Board. Final decisions of the Board shall be made by Special Resolution.

## 10. OFFICERS

- 10.1 General.** The Board shall appoint and/or delegate persons to the positions of Chief Operating Officer, Chief Financial Officer and Secretary. Such Officer(s) shall:
- (a) not be Directors;
  - (b) be employees of the Tribal Council unless the Board exercises 10.1 (c); and
  - (c) in extenuating circumstance, enter into a contractual arrangement with the Board for the position of Chief Financial Officer for a limited period of time.

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.

The Chief Operating Officer and Chief Financial Officer, where required, shall attend committees struck pursuant to section 9(a) and 9(b) of this By-Law.

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- 10.2 Chief Operating Officer.** The Board shall appoint a Chief Operating Officer to be responsible for the following:
- (a) the day-to-day management and operation of the business and activities of the Tribal Council;
  - (b) perform the duties of the Secretary; 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.
- 10.3 Chief Financial Officer.** The Board shall appoint a Chief Financial Officer who shall be responsible for the following:
- (a) 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.
- 10.4 Secretary.** The Board may appoint a Secretary who shall:
- (a) 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) 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; 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.
- 10.5 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.

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## 11. EXECUTIVE

**11.1 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 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, the By-laws of the Tribal Council 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 President shall have the honorary title of “Grand Chief of the Gwich’in Nation”.

**11.4 Vice-President.** The Vice-President shall have such powers and duties as the Board or the President may specified from time to time, the direction given at an Assembly, the By-Laws of the Tribal Council and the Land Claim Agreement, shall be responsible for:

- (a) exercising the powers of the President if the President is absent or is unable or refuses to act;
- (b) exercising other powers and duties as the Board may specify from time to time; and
- (c) maintaining assigned portfolios.

**11.5 Authority to Speak.** The President shall be the chief spokesperson for the Tribal Council unless he or she designates to the Vice-President.

**11.6 Records of Decision.** The Executive shall ensure records of decisions for all their meetings are maintained.

**11.7 Executive Meetings.** Executive meetings shall be held at least once every calendar month at a date and time determined by the previous Executive meeting and shall be

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attended by the Executive and where required the Chief Operating Officer and the Chief Financial Officer. The President shall chair Executive meetings.

- 11.8 Notice.** The Chief Operating Officer shall give (in any manner whatsoever) the Executive and the Chief Financial Officer prior notice of each Executive meeting.
- 11.9 Executive and Officers Compensation.** The compensation of Executive and Officers will be determined by the Board on an annual basis pursuant to the Executive Compensation Policy.
- 11.10 Election of Executive.** In the event the office of the President is vacated, the Vice-President shall be appointed as Interim President until such time as an election or by-election can be held.

In the event that office of the Vice President is vacated, the Board shall appoint a Director from amongst the Board, as Interim Vice President until such time as an election or by-election can be held. The respective Gwich'in Council shall appoint a replacement Director to act in the interim.

## 12. COSTS OF MEETINGS

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

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

**12.4 Directors Remuneration.** Pursuant to section 12.1 of this By-Law and the Governance Policy, Directors shall receive remuneration for Tribal Council business unless they are not entitled to an honoraria due to their employment status with another organization or government.

### **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, 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 the 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, 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, 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, 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 maintain insurance for the benefit of any person who is or was an 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 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,



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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) 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.
- 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 as provided for in section 14.1.

#### 15. FINANCES

- 15.1 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 section 15.1 of this By-law, 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 shall, by Special 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.

**16.2 Securing of Payment.** The Board shall, 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 consistent with the by-laws relating to the management and operation of the Tribal Council as they deem expedient. 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 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 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 Participant 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 in writing to a Gwich'in Council and 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.

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 Elections Policy respecting such matters shall apply instead.

**19.2 Decision.** The Board shall make a decision by Ordinary Resolution regarding a dispute referred to it in accordance with section 19.1 of this By-Law within fourteen (14) days after the next regular Board meeting shall provide written reasons for its decision signed by a Director involved in the decision.

**19.3 Appeal to the Assembly.** The decision of the Board may be appealed at an 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, 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.

**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 Directors, Executive or committee members consent, a Director, Executive or a committee member 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.

(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 section 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.
- (c) 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.

## 21. CONDUCT OF PERSON(S)

- 21.1 Detrimental Conduct.** 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. ALTERATION OF BY-LAWS AND ELECTION POLICY

- 22.1 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 Delegates 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, by the Delegates, it remains effective in the form in which it was confirmed. Such Resolution must be confirmed by certification of the President of the Tribal Council.

- 22.2 Alteration of Election Policy.** The Board may not make, amend or repeal the Election Policy, as appended hereto, without having the provision, amendment or repeal confirmed by a Special Resolution passed by Delegates 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, by the Delegates, it remains effective in the form in which it was confirmed by the Delegates. Such Resolution must be confirmed by certification of the President of the Tribal Council.

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**ENACTED** this \_\_\_\_ day of \_\_\_\_\_, 2015

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

GWICH'IN TRIBAL COUNCIL

Per: \_\_\_\_\_

Position: President

Per: \_\_\_\_\_

Position: Vice-President

**RESOLVED** that the foregoing resolution be adopted by the Annual General Assembly at the Hamlet of Aklavik, Northwest Territories this \_\_\_\_ day of \_\_\_\_\_, 2015.