

**QIKIQTANI INUIT ASSOCIATION**

**POLICY REGARDING QIA NOMINEES AND APPOINTEES  
TO SUBSIDIARY BOARDS AND AFFILIATED ORGANIZATIONS**

**Approved by the Board of Directors  
Resolution # B-98-101  
April 17,1998**

**Revised: May 31, 2000  
Resolution # B-00-144**

## **POLICY**

The Board of Directors shall nominate or appoint all nominees or appointees, as the case may be, to subsidiary Boards or affiliated organizations for which Qikiqtani Inuit Association is entitled to make such appointments. No other authority within Qikiqtani Inuit Association may nominate or appoint nominee or appointees unless delegated by the Board of Directors in writing.

## **POLICY OBJECTIVES**

This policy ensures the Qikiqtani Inuit Association has a consistent, recognized and standard approach to nominations or appointments and the ongoing relationship with nominees and appointees. The policy provides an open and accountable process for the Board of Directors to consider and appoint qualified candidates and regulate the relationship between Qikiqtani Inuit Association and its nominees and appointees.

## **SCOPE**

This policy applies to all nominations and appointments that Qikiqtani Inuit Association is entitled to make for any subsidiary Board or affiliated organization. In addition, all controlled organization of Qikiqtani Inuit Association shall follow this policy for nominations and appointments that they are entitled to make.

## **PROCEDURAL REQUIREMENTS**

### **1. Record Keeping**

The Executive Director shall be responsible for ensuring that a "Nominations and Appointments Register" be kept current. The maintenance and recording of entries may be delegated by the Executive Director.

### **2. Expiration of Nomination or Appointment**

It is the responsibility of the person maintaining the "Nominations and Appointments Register" to advise the Executive Director in writing of all nominations or appointments at the beginning of each fiscal year that will be expiring from September of the current fiscal year to August of the next fiscal year.

The Executive Director will notify the Board of Directors in writing of expiring nominations or appointments and proposed deadlines for action steps. The Executive Director will also advise the Secretary-Treasurer that there will be an agenda item on nominations or appointments.

The President will notify in writing all nominations or appointments that their terms will be expiring and that Qikiqtani Inuit Association will be conducting a call for expression of interest. All nominees or appointees should be thanked for their past service contribution and be invited to indicate whether they wish to be considered for reappointment.

The Executive Director will ensure that a call for expression of interest is conducted prior to the spring Board of Directors meeting (typically in May). In calling for an expression of interest, local media where possible should be utilized. In addition, the assistance of Community Director should also be considered.

After a call for expression of interest has closed, the Executive Director or his designate shall compile all applications received. A copy of each application shall be forwarded to the Communication Director for translation into Inuktitut, if applicable.

At the spring Board of Directors meeting, the Board of Directors will consider all applications for all expiring nominations or appointments. All necessary nominations or appointments required to be made shall be made by the Board of Directors at the spring Board of Directors meeting unless delegated by the Board of Directors to the Executive Committee or deferred by the Board of Directors.

### **3. Post Nomination or Appointment**

After the Board of Directors has selected a nominee or appointee, the Executive Director shall forward a letter to the successful nominee or appointee advising them of the Board of Directors' decision.

In addition, the organization of which the nominee or appointee will be a member of, shall also be notified in writing by the Executive Director. Other organizations that may be affected should also be notified in writing by the Executive Director.

As a matter of public acknowledgement, the Communications Department shall prepare and issue press releases on all nominations or appointments of the Board of Directors.

Nominees and appointees shall sign Qikiqtani Inuit Association's standard "Nominee and Appointee Service Commitment Agreement" (in the form attached to this policy) immediately following their appointment and shall adhere to it during their term.

### **4. Removal of Appointee**

If a nominee or appointee, in the sole opinion of the Board of Directors, is deemed to be not adhering to the "Nominee and Appointee Service Commitment Agreement", or if removal of the nominee or appointee from the Board or organization of which the nominee or appointee is a member is deemed by the Board of Directors to be in the best interests of Qikiqtani Inuit Association, as determined by the Board of Directors in its sole and unfettered discretion, then the Board of Directors may in its sole and unfettered discretion remove that nominee or appointee from the appropriate Board or organization at any time prior to the expiry of the term in accordance with the provisions of the "Nominee and Appointee Service Commitment Agreement".

A nominee or appointee may be removed prior to the expiry of their term only after he/she has received notice of the pending removal and has been given an opportunity to provide the Board of Directors with written reasons why he/she disagrees with his/her removal. The nominee or appointee does not have the right to participate in a meeting of the Board of Directors of Qikiqtani Inuit Association where he/she removal is to be considered, and the decision of the Board of Directors of Qikiqtani Inuit Association is final and binding on all parties.

In the event that the removal or procedures for removal of the nominee or appointee adopted by the Board of Directors of Qikiqtani Inuit Association conflict with the governing documents of the Board or organization of which the nominee or appointee is a member including without limitation any constitution, letters patent, articles, memorandum, by-laws rules or regulations, as applicable, then in the event of such conflict the nominee will be required to resign as member of the subsidiary Board or affiliated organization after the Board of Directors of Qikiqtani Inuit Association passes a resolution for his/her removal which is in compliance with this policy and the "Nominee and Appointee Service Commitment Agreement".

**5. File Maintenance**

The Executive Director shall ensure that a file is kept of all nominees and appointees. The files should contain following:

- a. copy of resolution nominating or appointing the nominee or appointee:
- b. copy of Executive Director's letter of confirmation regarding the nomination or appointment:
- c. any other correspondence with respect to a particular nomination or appointment:
- d. copy of President's letter with respect to an expiring nomination or appointment:
- e. copy of any reports provided by the nominee or appointee: and
- f. copy of "Nominee and Appointee Service Commitment Agreement".

The Executive Director may delegate the maintenance of nominee or appointee files.

The Executive Director shall ensure that all unsuccessful candidates are notified in writing of the Board of Directors decisions; thanked for applying and informed that their application will be put in a carry forward file for future vacancies.

**6. General Matter**

**a. Qualifications of Nominees and Appointees**

The Board of Directors may at its sole discretion set minimum qualification standards for nominees and appointees as a whole or based upon the particular needs of that nomination or appointment, as the case may be.

**b. Inventory of Potential Nominees and Appointees**

The applications of unsuccessful candidates shall be kept in carry forward files in case vacancies occur in nominations or appointments.

**c. Limit on Nominations and Appointments**

A beneficiary may only be nominated or appointed to one nomination or appointment at any given time by Qikiqtani Inuit Association. This is to ensure that all beneficiaries are given the opportunity to participate in the affairs of Qikiqtani Inuit Association.

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SERVICE COMMITMENT AGREEMENT**

**Qikiqtani Inuit Association** represents the interests of the beneficiaries of the Baffin Region of Nunavut. The objects of the **Qikiqtani Inuit Association** are to:

- (a) *safeguard, administer and advance the rights and benefits of the Inuit of the Baffin Region; and*
  - (b) *promote the Inuit language and traditions, Inuit environmental values, as well as Inuit self-sufficiency, economic, social and cultural well-being through succeeding generations;*
- all in an open and accountable forum.*

**Qikiqtani Inuit Association** wishes to ensure the fullest possible beneficiary participation in the implementation of the Nunavut Land Claims Agreement. As such, **Qikiqtani Inuit Association** has implemented an open and accountable process for considering qualified beneficiaries for appointment to subsidiary Boards and affiliated organizations where **Qikiqtani Inuit Association** has the right to appoint nominees to represent its interests.

Beneficiaries nominated or appointed by **Qikiqtani Inuit Association** to Boards are entrusted with representing the interests of the Beneficiaries of the Baffin Region of Nunavut.

Given the importance and complexity of Qikiqtani Inuit Association's responsibilities, each and every nominee or appointee of **Qikiqtani Inuit Association** must be personally and actively committed to **Qikiqtani Inuit Association's** success.

**In consideration** of the undersigned nominee or appointee being appointed by **Qikiqtani Inuit Association** to the subsidiary Board or affiliated organization stated below, the undersigned agrees to the terms and conditions of his/her appointment as set out in this Agreement:

**DUTIES AND RESPONSIBILITIES**

The nominee or appointee of **Qikiqtani Inuit Association** shall:

1. Attend all meetings of the Board of Organization to which a nominee or appointee has been nominated or appointed to unless prevented by serious unforeseen circumstances. To the greatest extent possible Nominees or Appointees shall provide prior reasonable notice to the appropriate official of the Board or organization to which a nominee or appointee has been nominated or appointed to if a nominee or appointee cannot attend a meeting;
2. Inform **Qikiqtani Inuit Association** of the plans, projects, and activities of the Board of organization of which the nominee or appointee is a member, on a regular, detailed and consistent basis or when called upon by **Qikiqtani Inuit Association**;

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3. Inform the Board or organization of which the nominee or appointee is a member, in as much detail as possible, or concerns, plans, projects, and activities of **Qikiqtani Inuit Association** as required by **Qikiqtani Inuit Association**;
4. Avoid any potential conflicts of interest, whether perceived or in fact, and at all times act in good faith and in the best interests solely of **Qikiqtani Inuit Association**, subject only to any duty of the nominee or appointee implied by law to the Board or organization of which the nominee or appointee is a member but only to the extent of a real and present conflict (and not merely a perceived or potential conflict) with the nominee's or appointee's duties pursuant to this Agreement or otherwise to **Qikiqtani Inuit Association**;
5. Comply with the terms and conditions of this Agreement, the "Policy Regarding QIA Nominees and Appointees to Subsidiary Boards and Affiliated Organizations" (as amended from time to time), and comply with any directions or instructions provided by **Qikiqtani Inuit Association** concerning the Board or organization to which the nominee or appointee has been nominated or appointed. The duty of the nominee or appointee to comply with the directions or instructions of **Qikiqtani Inuit Association** is subject only to any duty imposed by law on the nominee or appointee in favor of the Board or organization of which the nominee or appointee has been appointed, but only to the extent of a real and present conflict (and not merely a perceived or potential conflict) with a direction or instruction of **Qikiqtani Inuit Association**; and
6. If requested by the Board of Directors of **Qikiqtani Inuit Association**, resign his/her position in the event of a conflict between the directions or instructions of **Qikiqtani Inuit Association** and a legal duty owed by the nominee or appointee to the subsidiary Board or affiliated organization of which he/she is a member.

**TIME COMMITMENT**

Nominees and appointees shall commit all necessary time to attending meetings, review of materials and such other matters as are required by the Board or organization to which they have been nominated or appointed to, or as is reasonably necessary for informed participation.

**TERM OF NOMINATION OR APPOINTMENT**

\_\_\_\_\_ has been nominated/appointed for a term of \_\_\_\_\_ years to represent **Qikiqtani Inuit Association** as a director and/or member of \_\_\_\_\_.

**REMOVAL DURING TERM**

The nominee or appointee may be removed by the Board of Directors of **Qikiqtani Inuit Association** from the Board or organization of which the nominee or appointee is a member prior to the expiry of his/her term as follows:

1. At any time prior to the expiry of the term should a nominee or appointee, in the sole opinion of the Board of Directors of **Qikiqtani Inuit Association**, be deemed not to be adhering to the "Nominee and Appointee Service Agreement";
2. at any time prior to the expiry of the term in the event of a conflict between a direction or instruction of **Qikiqtani Inuit Association** and a legal duty owed by the nominee or appointee to the Board or organization to which he/she was appointed;
3. at any time prior to the expiry of the term if removal of the nominee or appointee is deemed by the Board of Directors of **Qikiqtani Inuit Association** to be in the best interests of **Qikiqtani Inuit Association** as determined by the Board of Directors of **Qikiqtani Inuit Association** in its sole and unfettered discretion.

If a nominee or appointee is proposed to be removed prior to the end of their term then he/she shall receive written notice of such proposed action and shall be provided with an opportunity to deliver, prior to a final decision being resolved, a written statement to the Board of Directors of **Qikiqtani Inuit Association** as to why the nominee or appointee disagrees with his/her removal. The nominee or appointee does not have the right to attend or participate in the meeting of the Board of Directors of **Qikiqtani Inuit Association** on whether or not to remove the nominee or appointee. The decision is final and binding by all parties.

In the event that the removal or procedures for removal of the nominee or appointee adopted by the Board of Directors of **Qikiqtani Inuit Association** conflict with the governing documents of the Board or organization of which the nominee or appointee is a member including without limitation any constitution, letters patent, articles, memorandum, by-laws, rules or regulations, as applicable, than in the event of such conflict the nominee or appointee will be required to resign as a members of the subsidiary Board or affiliated organization after the Board of Directors of **Qikiqtani Inuit Association** passes a resolution for his/her removal which is in compliance with this policy and the "Nominee and Appointee Service Contract Agreement".

It is also understood that **Qikiqtani Inuit Association** may not necessarily re-nominate or reappoint a nominee or appointee to another term.

**CONFLICT WITH RULES OF  
SUBSIDIARY BOARD OR AFFILIATED ORGANIZATION**

If a provision of this Agreement, or any other duty of the nominee or appointee to **Qikiqtani Inuit Association**, conflicts with any provision of applicable federal or territorial laws or conflicts with any provisions of the governing documents of the Board or organization of which the nominee or appointee is a member, including without limitations any constitution, letters patent, articles, memorandum, by-laws, rules or regulations, as applicable, then in such event the provisions or applicable law or of the governing

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documents of the applicable Board of organization shall prevail but only to the extent of such conflict.

In the event of a conflict the nominee or appointee may be required to resign or may be subject to removal by the Board of Directors of **Qikiqtani Inuit Association** in accordance with this Agreement. If there is a conflict with any provision of this Agreement then the remaining and other provisions of this Agreement and the duties of the nominee or appointee to **Qikiqtani Inuit Association** shall nevertheless continue in full force.

**UNDERTAKING**

I have read, understood and agree to the preceding terms and conditions.

I agree that if I fail to perform the tasks that I have undertaken, or fail to attend two consecutive meetings without cause, or if for any other reason it is deemed to be in the best interests of **Qikiqtani Inuit Association**, I may be removed at the sole discretion of **Qikiqtani Inuit Association** in accordance with the terms and conditions of this Agreement.

Signed: \_\_\_\_\_  
(PRINT Name of Nominee or Appointee)

Date: \_\_\_\_\_

\_\_\_\_\_  
(SIGNATURE of Nominee or Appointee)

Signed: \_\_\_\_\_  
**PRESIDENT  
QIKIQTANI INUIT ASSOCIATION**

Date: \_\_\_\_\_