



Nunavut Tunngavik Inc.

CONFLICT OF INTEREST POLICY FOR BOARD OF DIRECTORS

*Approved by the Board of Directors in February 2003
Last Amended in March 2017*

I. PURPOSE

The purpose of this Conflict of Interest Policy is to publicly affirm the commitment of the members of the Board of Directors of Nunavut Tunngavik Incorporated (“NTI”) (“Board”) to carry out their duties in the best interests of NTI and of Inuit. The policy establishes standards and accountability for fulfilling that commitment.

II. DEFINITIONS

“Conflict of Interest” means a conflict between the interests of a director and his or her duties as a director of NTI. A Conflict of Interest exists in any situation where there is a potential divergence between a director’s personal interests and his/her duties to NTI such that an independent observer would reasonably question whether the director’s decisions or conduct are in any way motivated by considerations of personal interests, financial or otherwise. The interests of a director include the interests of his or her Family.

A Conflict of Interest may be real, perceived or potential.

A director is considered to be in a real Conflict of Interest if there is a sufficient connection between the director’s personal interest and his/her duties and responsibilities at NTI that the personal interest may influence the director’s decisions or conduct.

A perceived Conflict of Interest exists when there is a reasonable apprehension, which a reasonably informed person could have, that a Conflict of Interest exists.

A potential conflict of interest is one that may develop into a real or perceived conflict. The potential for conflict exists if the director can reasonably foresee that he or she has a personal interest that may be sufficient to influence his/her duties or responsibilities as a NTI Director. A potential Conflict of Interest may be real or perceived.

Personal Interest includes, but is not limited to, a gift, gratuity, favour, service, discount, special treatment, anything of monetary value, including a contract or proposed contract, or compensation in any form; any business or professional advantage, including appointment to external boards and organizations; professional or other activities relating to external boards or organizations, including political activities; and any other interest that may conflict with a director’s duties to NTI. It may be pecuniary or non-pecuniary, and includes, but is not limited to, Personal Benefit.

“Family” is to be defined in accordance with Inuit Quajimajatuqangit, and includes:

- (a) the legal or common law spouse of a director;
- (b) by blood or adoption, a child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, niece, or first cousin, of a director; and
- (c) the legal or common law spouse of a child, grandchild, parent, grandparent, brother, sister, aunt, uncle, nephew, niece, or first cousin, of a director.

“Personal Benefit” includes, in relation to a director and/or his or her Family:

- (a) a benefit or potential benefit from a contract or proposed contract with NTI;
- (b) an appointment to a board, tribunal or other body, but does not include appointment to a cooperative association; and
- (c) any other financial benefit that may be conferred directly or indirectly by NTI, a Regional Inuit Association, or a birthright corporation, including from any NTI decision or public position.

III. DUTY OF DIRECTOR

A director shall act in the best interests of NTI, and shall perform his or her duties so as to avoid a Conflict of Interest. In particular, a director shall not participate in a decision of the Board where a Personal Benefit may result for the director and/or his or her Family.

IV. PRESUMPTION OF CONFLICT OF INTEREST

1. Certain activities, on their face, give rise to a presumption that the interests of a director and/or his or her Family, and the interests of NTI are in conflict. A Conflict of Interest will be presumed to exist where a director and/or his or her Family:
 - (a) may receive, directly or indirectly, a Personal Benefit as a result of decision of the Board;
 - (b) carries on any business which unduly exploits any acquaintance with other directors or employees or persons the director becomes acquainted with through his or her position with NTI;
 - (c) carries on business outside of NTI without the approval of the Board, which may withhold approval and may place conditions on such activity if it is not in the best interests of NTI;
 - (d) becomes a director, officer, or shareholder of a company which has an agreement or contract with NTI, except where the director was appointed by NTI or where the Board has approved such activity in advance;
 - (e) requests or accepts any benefit for performing functions or duties which are part of his or her duties to NTI, other than those benefits granted to the director by the Board; or

(f) engages in any other activity in which the actions of the director are to the detriment of NTI.

2. A director is not in a Conflict of Interest as a result of being a director of a Regional Inuit Association or a member of a cooperative association.

V. PROCEDURE

1. Before a meeting of the Board, an agenda shall be circulated to each director by the Governance Coordinator, with agenda items described in sufficient detail to allow members of the Board to identify possible Conflicts of Interest.
2. A member of the Board with a Conflict of Interest shall declare the conflict to the Chair of the meeting prior to the introduction of the agenda item. The disclosure must explain the fact that a Conflict of Interest exists, and the nature and extent of the interest.
3. The particulars of such disclosure shall be noted in the minutes of the meeting by the Governance Coordinator.
4. A director who has disclosed a Conflict of Interest may be present and may be counted as part of the quorum for the purposes of the meeting during which the Conflict of Interest is being discussed.
5. Notwithstanding paragraph 4, the Board may vote to exclude a director who has disclosed a Conflict of Interest. The director who has disclosed the Conflict of Interest shall not take part in such vote. Where the Board has voted to exclude the director who has disclosed a Conflict of Interest, the director shall excuse himself or herself from the meeting room.
6. A director who has disclosed a Conflict of Interest and is present at the meeting shall refrain from participating in discussions and voting on the agenda item which is the subject of the Conflict of Interest.
7. Notwithstanding paragraph 6, where a director has disclosed a Conflict of Interest, he or she may discuss and vote on an agenda item which is the subject of the Conflict of Interest if it relates to compensation, indemnification, or insurance matters affecting the director in his or her capacity as a director.

VI. FAILURE TO DISCLOSE CONFLICT

1. If a director or the Chief Executive Officer has reasonable cause to believe that a director has failed to disclose a Conflict of Interest, he or she shall inform the Board of this belief and the basis for such belief.
2. Upon being informed of a failure to disclose, the Board shall conduct deliberations as to whether the director has failed to disclose. The Board may exclude from such deliberations the director who is the subject of the deliberations. However, the Board shall afford the director an opportunity to explain the alleged failure to disclose.

3. If, after hearing the response of the director and making such further investigation as may be warranted, the Board determines that the director has failed to disclose an actual or possible Conflict of Interest, it may take such measures as are permitted under NTI's By-Laws.

VII. STATEMENT OF COMPLIANCE

Within 60 days of his or her initial appointment as a director, or no less than four weeks after the first board meeting after the director's initial appointment, a director shall sign a statement in which the director affirms that he or she has received a copy of the Conflict of Interest policy, read the Conflict of Interest policy, and has agreed to comply with the Conflict of Interest policy.

VIII. DISCLOSURE STATEMENT

"Family" has the meaning set out in NTI's Human Resources Manual.

1. Within 60 days of his or her initial appointment as a director, and no less than four weeks after the first board meeting of each calendar year, each director shall file with the Chief Executive Officer a disclosure statement in a form that is approved by the Board of Directors.
2. In satisfaction of his or her obligations stated above, a director other than an executive member may file with the Chief Executive Officer, within 60 days of his or her initial appointment as a director, and no less than four weeks after the first Board meeting of each calendar year, a copy of an equivalent or similar disclosure statement that he or she has filed with a Regional Inuit Associations within the previous six months.
3. Upon request in writing from a person enrolled under the *Nunavut Agreement*, the Chief Executive Officer shall release any disclosure statement to that person.

IX. MONITORING

1. The Chief Executive Officer shall:
 - (a) review the Conflict of Interest Policy to ensure that its provisions remain relevant to the duties and functions of the Board;
 - (b) make recommendations, if required, as to how the Conflict of Interest Policy may be improved;
 - (c) examine the disclosure statements provided by each director to the Chief Executive Officer; and
 - (d) ensure that each director has submitted a complete statement of compliance and statement of disclosure.

2. Upon reviewing the disclosure statements, the Chief Executive Officer shall report any possible issues of conflict of interest to the Board.

X. ADDITIONAL DUTIES

1. Personal Gain

A director may not:

- (i) carry on any business which unduly exploits, for personal gain, any acquaintance or other persons he or she became acquainted with through his or her NTI position;
- (ii) request or accept payment or other benefits for functions which are part of his or her duties, other than those accruing to his or her position;
- (iii) carry on any business outside in which there may be a conflict between his or her private interests and the interests of NTI;
- (iv) be a director or officer of a company which holds, or is engaged in, any contract or agreement with NTI, except where he or she is appointed or recommended by NTI; or
- (v) request, accept or keep any personal benefit, which may be directly or indirectly offered as a result of, or in anticipation of, his or her position or the performance of his or her official duties except unsolicited advertising or promotional materials of nominal value such as pens, calendars or unsolicited items donated to an entire work group during holidays that the group consumes on the premises, for example a box of chocolates.

2. Use of Information

A director may not:

- (i) carry on any business or employment outside NTI in which he or she makes unauthorized use of information gained as a result of his or her position with NTI;
- (ii) carry on any business or employment outside NTI in which he or she makes unauthorized use of property or facilities owned or leased by NTI; or
- (iii) reveal or use any confidential information, except as authorized, or required by his or her NTI duties;

3. Political Activity

A director may not:

- i) personally ask for funds for a territorial or federal party or candidate on NTI time;
- ii) engage in any territorial or federal political activity on NTI time;
- iii) use NTI's premises, supplies or equipment for any political activity, or display or distribute any federal or territorial campaign literature on NTI's premises. This does not apply to staff housing.
- iv) Intentionally use his or her position to affect the political activity of another person;
- v) serve as an official agent for a candidate in an election, or as an executive officer of a political party or riding association (official agents are declared on the nomination papers of a candidate);
- vi) publicly criticize any policy utilizing information not available to the general public which was acquired by virtue of his or her position with NTI;
- vii) where applicable, be a candidate in a territorial or federal election unless a leave of absence without pay has been obtained. The leave or employment will end when the election results are official. Applications for Leave must be made to the Chief Executive Officer and the Executive Committee.
- viii) serve as an elected representative in the Legislative Assembly of the Territory or Parliament of Canada.
- ix) campaign for, or actively work in support of, a territorial or federal or NTI candidate on NTI time.

Appendix

NUNAVUT TUNNGAVIK INCORPORATED
DISCLOSURE STATEMENT FOR DIRECTORS

(Pursuant to Conflict of Interest Policy for Board of Directors)
 Last amended in March 2017

Dated: _____ (This statement covers the previous 12-month period)

Name of Declarant: _____

Name of Spouse: _____

ON FOLLOWING PAGES PLEASE ENTER "NIL" or "N/A" WHERE YOU HAVE NOTHING TO DISCLOSE. INSERT EXTRA SHEETS WHERE MORE SPACE IS NEEDED.

Please note that based on NTI Human Resources Manual, "Family" includes spouse, child, parent, sibling, grandmother, grandfather, grandchild, or a close relative who resides in the same home as the declarant.

ANY EMPLOYMENT OUTSIDE NTI AND REGIONAL INUIT ASSOCIATIONS:

| Name of Employer (outside NTI and RIAs): | Title/Capacity: |
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INTERESTS HELD BY DECLARANT AND/OR FAMILY MEMBER IN PRIVATE COMPANIES (THE STOCKS OF WHICH ARE NOT PUBLICLY TRADED):

| Name of Company (please exclude co-operative associations): | Name(s) of All Shareholder(s)/Owner(s): |
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SOLE PROPRIETORSHIP OR PARTNERSHIPS IN WHICH DECLARANT AND/OR FAMILY MEMBER IS A SOLE PROPRIETOR OR PARTNER:

| Name of Sole Proprietorship or Partnership: | Name(s) of Sole Proprietor or Partner(s): |
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OTHER ORGANIZATIONS (INCLUDING NOT-FOR-PROFIT AND COMMUNITY ORGANIZATIONS) IN WHICH DECLARANT AND/OR FAMILY MEMBER IS A DIRECTOR OR OFFICER (EXCLUDING THOSE ASSIGNED BY NTI AND/OR RIA):

| Name of Organization: | Office: |
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I DECLARE THAT:

- (1) I am familiar with the requirements of the Conflict of Interest policies and I have complied fully with them to the best of my knowledge and belief;**

- (2) This statement discloses all required information to the best of my knowledge and belief.**

Signature of Declarant

Date