



**NUNAVUT TUNNGAVIK INCORPORATED**  
**CONSOLIDATED BY-LAWS**  
(incorporating all amendments to October 19, 2022)

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## Article 1. Interpretation

1.1 In this by-law and all other by-laws of Nunavut Tunngavik Incorporated, unless the context otherwise requires:

“Act” means the Canada Not-for-profit Corporations Act or any successor Act, as from time to time amended, including any regulations implementing the Act;

“Articles of Continuance” means the Article of Continuance continuing Nunavut Tunngavik Incorporated, as from time to time amended, pursuant to the Act;

“Baffin Region” means the North Baffin, South Baffin and Sanikiluaq Land Use Regions, as defined in the Nunavut Agreement, and is currently known as the “Qikiqtaaluk Region”;

“Board” and “Board of Directors” mean the board of directors of Nunavut Tunngavik Incorporated;

“director” means a member of the board of directors of Nunavut Tunngavik Incorporated;

“Inuit” means the Inuit of Nunavut as defined under paragraph (b) of the definition of Inuit set out in section 1.1.1 of the Nunavut Agreement, and “Inuk” is the singular of Inuit;

“Inuit Owned Lands” has the meaning set out in the Nunavut Agreement, and includes any rights, benefits, and responsibilities in relation to such lands;

“Keewatin Region” means the Keewatin Land Use Region as defined in the Nunavut Agreement, and is currently known as the “Kivalliq Region”;

“Kitikmeot Region” means the Kitikmeot East and Kitikmeot West Land Use Regions, as defined in the Nunavut Agreement;

“letters patent” means the letters patent incorporating Nunavut Tunngavik Incorporated as from time to time amended or supplemented by supplementary letters patent;

“Nunavut Agreement” means the agreement between Her Majesty in Right of Canada and the Inuit of the Nunavut Settlement Area ratified by vote of the Inuit on November 4 to 6, 1992, signed on May 25, 1993, and ratified and given effect by Act of Parliament, and entered into force on July 9, 1993;

“Nunavut Settlement Area” has the meaning set out in the Nunavut Agreement;

“Region” means one of the Baffin Region, Keewatin Region, or Kitikmeot Region, and “Regions” means all three;

“Regional Caucus” means all the members from the Baffin, Keewatin or Kitikmeot Regions, but does not include the President and Vice-President of Nunavut Tunngavik Incorporated nor members appointed under Section 3.2(b), and “Regional Caucuses” means all three; and

“Regional Inuit Association” means one of the Qikiqtani Inuit Association, the Kivalliq Inuit Association, and the Kitikmeot Inuit Association, corporations incorporated under the Northwest Territories Societies Ordinance, and their successors, and "Regional Inuit Associations" means all three.

1.2 For greater certainty, in the construction and interpretation of this and all other by-laws, Nunavut Tunngavik Incorporated shall have all the powers incidental to and necessary for carrying out its objects.

1.3 This and all other by-laws shall be given such fair, large and liberal construction and interpretation as best ensures attainment of the objects of Nunavut Tunngavik Incorporated.

## Article 2. Objects

2.1 The object of Nunavut Tunngavik Incorporated is to constitute an open and accountable forum, organized to represent Inuit of all the regions and communities of Nunavut in a fair and democratic way, that will safeguard, administer and advance the rights and benefits that belong to the Inuit of Nunavut as an aboriginal people, so as to promote their economic, social, and cultural well being through succeeding generations. Without limiting that object, Nunavut Tunngavik Incorporated shall:

- (a) serve as the Inuit party to implement the terms of any “land claims agreements” (as defined by the Constitution of Canada), including any collateral agreements, entered into on behalf of the Inuit of Nunavut and, specifically, to carry out those functions described for it in the Nunavut Agreement;
- (b) ensure that the rights and benefits flowing to Inuit through any land claims agreements are secured and defended in law;
- (c) represent the Inuit of Nunavut in the negotiation and conclusion of any amendments to any land claims agreements;

- (d) hold and manage rights and benefits flowing to the Inuit of Nunavut through aboriginal title, statutory recognition, land claims agreements, and any other means; and
  - (e) seek, on its own initiative, or in concert with other like-minded organizations
    - (i) to promote the enhancement of the rights, benefits and opportunities of the Inuit of Nunavut as an aboriginal people through whatever avenues and mechanisms are available at the international, national and regional levels,
    - (ii) to encourage and support the development of policies for Nunavut that will contribute to Inuit economic self-sufficiency while nurturing environmental values,
    - (iii) to facilitate the preservation and strengthening of Inuit language, traditions and beliefs, and
    - (iv) to build on the rich regional and community diversities among the Inuit of Nunavut, while fostering the unity of all Inuit.
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### Article 3. Members

- 3.1 Every member shall be an Inuk.
- 3.2 The membership of Nunavut Tunngavik Incorporated shall be composed of:
  - (a) five members appointed from time to time by each Regional Inuit Association;
  - (b) three members appointed from time to time by Nunavut Tunngavik Incorporated:
    - (i) one of whom shall be a female appointed to represent the special viewpoints of Inuit females;
    - (ii) one of whom shall be a person fifty-five years of age or older appointed to represent the special viewpoints of Inuit elders; and
    - (iii) one of whom shall be a person sixteen years of age or older at the date of his or her appointment who is appointed to represent the special viewpoints of Inuit youth.
  - (c) the President and Vice-President of Nunavut Tunngavik Incorporated; and
  - (d) a representative appointed from time to time by Qikiqtani Inuit Association as a

non-voting member.

3.3 Repealed.

3.4 Except where specifically provided for in the Act or by-laws, all members shall be equal in status and privileges.

3.5 Any member may resign from Nunavut Tunngavik Incorporated upon written notice delivered to the President or the Chief Executive Officer.

3.6 Any member may be expelled for any reason the members deem appropriate from Nunavut Tunngavik Incorporated, and deprived of his or her status and privileges, by two thirds vote of the members present and two thirds vote of the members present of each Regional Caucus at a meeting of members.

3.7 Members may be reimbursed for reasonable expenses and such reimbursement may be in the form of a reasonable allowance for expenses incurred.

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#### Article 4. Meetings of Members

4.1 An annual meeting of the members of Nunavut Tunngavik Incorporated shall be held at least once in every calendar year at such place in Nunavut and on such date as the previous annual meeting has determined or, in the absence of such a determination, as the Board of Directors may designate.

4.2 The Board of Directors shall have the power to call, at any time, a special meeting of the members. The Board shall call a special meeting when requested to do so in writing by five percent of all voting members.

4.2A Any meeting of members may be held at which some or all of the members participate by means of a telephonic, an electronic or other communication facility from one or more locations provided that two thirds of the members participating in the meeting approve. All members participating in a teleconference or videoconference meeting must have the opportunity to understand and to contribute effectively in the deliberations of the meeting. A member participating in such way shall be deemed to be present at the meeting.

4.3 The members may consider and transact any business, either special or general, at any meeting.

4.4 Subject to Article 3 and Section 3.2(d), each member present at a meeting shall have the right to cast one vote. A member may, by means of a written proxy, appoint a proxyholder

to attend and act at a specific meeting of members, in the manner and to the extent authorized by proxy. A proxyholder must be an Inuk as defined by the Nunavut Agreement. Upon appointing a proxyholder the member shall cause to be delivered to the President or the Chief Executive Officer a copy of the proxy.

4.5 Three members from each Regional Caucus and the President and Vice-President of Nunavut Tunngavik Incorporated shall be required to be present to constitute a quorum for the transaction of any business at any meeting of members.

4.6 At all meetings, every question shall be decided by a majority of votes cast unless otherwise specifically provided for in the Act, by-laws, or rules and procedures adopted at an annual meeting.

4.7 Notice of the time and place of a meeting of members shall be given to each member entitled to vote at the meeting by the following means:

- (a) by mail, courier or personal delivery to each member entitled to vote at the meeting, during a period of twenty-one to sixty days before the day on which the meeting is to be held; or
- (b) by telephonic, electronic or other communication facility to each member entitled to vote at the meeting, during a period of twenty-one to thirty-five days before the day on which the meeting is to be held. A copy of the notice shall also be provided in a manner prescribed in Section 4.7(a) if a member so requests.

4.7A Notice of an annual meeting of Nunavut Tunngavik Incorporated shall either include the financial statement and the auditors' report for the proceeding financial year, or state that the financial statement and the auditors' report are available at the Office of the Chief Executive Officer. Notice of any special meeting where special business will be transacted should contain sufficient information to permit the members to form a reasoned judgment on the decision to be taken. Notice of each meeting of members shall remind a member that he or she has the right to vote by proxy.

4.8 No error or omission in giving notice of any meeting shall invalidate the meeting or make void any proceedings undertaken there.

4.9 At each annual meeting, in addition to any other business, the annual report of Nunavut Tunngavik Incorporated, including the financial statement and the auditors' report for the proceeding financial year, shall be presented and the auditors shall be appointed for the following financial year.

4.10 At each annual meeting, members shall confirm, with changes if necessary, the annual budget that the Board of Directors has adopted.

4.11 Members at an annual meeting shall adopt, and may amend from time to time, rules and procedures to govern the calling and conduct of meetings.

4.12 Members at an annual meeting shall adopt, and may amend from time to time, rules governing

- (a) the disclosure of conflicts of interest on the part of members and directors; and
- (b) the conduct required of members and directors in representing or otherwise performing duties on behalf of Nunavut Tunngavik Incorporated.

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#### Article 5. Board of Directors

5.1 The following shall be directors of Nunavut Tunngavik Incorporated:

- (a) the President;
- (b) the Vice-President;
- (c) two individuals elected by each of the three Regional Caucuses (six individuals in total), to serve as directors for an annual term until the next annual meeting or until otherwise removed at the discretion of the Regional Caucus; and
- (d) additional individuals appointed by the Board of Directors from time to time pursuant to Section 5.1B of the By-Laws.

5.1A Repealed.

5.1B The directors may appoint one or more additional directors who shall hold office for a term expiring not later than the close of the next annual meeting of members. The total number of directors appointed in such way may not exceed one third of the number of directors elected at the previous annual meeting of members.

5.2 The President and Vice-President shall be elected by a secret ballot of all Inuit sixteen years of age or older and in accordance with election rules and procedures adopted at meetings of members.

5.3 Repealed.

5.4 Subject to (a) and (b) below, any person who is eligible to vote at a Nunavut Tunngavik Incorporated election and who is nominated by at least ten eligible voters is eligible to be a candidate for election as the President or Vice-President of Nunavut Tunngavik Incorporated:

- (a) No person who has been convicted of an indictable offence or whose imprisonment as a result of such a conviction ends within the three years immediately before the voting day, is eligible to be a candidate for election as an officer of Nunavut Tunngavik Incorporated;
- (b) No person who is indebted to Nunavut Tunngavik Incorporated or a Regional Inuit Association in the amount of Five Hundred (\$500) Dollars or more for more than three months on the day nominations open is eligible to be a candidate for election as an officer of Nunavut Tunngavik Incorporated.

5.5 Any director or employee of Nunavut Tunngavik Incorporated who wishes to stand for election shall take a leave of absence from his or her duties without pay from the date of filing nomination papers until the day following voting day.

5.6 Repealed.

5.7 The term of the office of the President and Vice-President shall be four years.

5.7A Repealed.

5.8 Subject to Section 5.12, the President and Vice-President shall assume their respective offices immediately upon taking an oath of office to be administered in the form prescribed by the Board of Directors. The oath of office taken by the Vice-President shall be administered by the President and oath of office taken by the President shall be administered by the Vice-President. Each oath of office shall be administered within three calendar days following the day on which the Chief Returning Officer announces the election results, or as soon thereafter as is practicable.

5.9 No elected member of any federal, provincial or territorial legislature shall be a director.

5.10 Membership on the Board of Directors shall be automatically vacated:

- (a) if he or she becomes mentally incompetent, becomes bankrupt, or is convicted of an indictable offence during his or her term of office;



- (b) if, at a meeting of members, a resolution is adopted by two thirds vote of the members present and two thirds vote of the members present of each Regional Caucus that he or she be removed for any reason the members deem appropriate;
- (c) if he or she resigns by giving written notice to the other members of the Board;
- (d) on death; or
- (e) if a person who is a director pursuant to Section 5.1(c) is removed by the Regional Caucus that appointed the person.

5.11 The Board of Directors may, at any time and for any reason it deems appropriate, discipline a director or recommend to the members that they terminate the membership of an individual on the Board of Directors.

5.12 Where the office of President or Vice-President becomes vacant due to any event described in Section 5.10 the office may be filled, until the next secret ballot pursuant to Section 5.2, by a person who is appointed at a meeting of members or who is elected through a process approved by the members. Where a person who is a director pursuant to Section 5.1(c) is removed by the Regional Caucus that appointed the person, the Regional Caucus may appoint another person to be a member of the Board of Directors of Nunavut Tunngavik Incorporated to serve the remaining term of the removed director.

5.13 Directors shall have the same status and privileges at meetings as other members of Nunavut Tunngavik Incorporated, but when presiding at meetings of members, the President, or any other director presiding, shall vote on questions only to break a tie.

5.14 Meetings of the Board of Directors may be held:

- (a) at a time and place determined by the directors at an earlier meeting; or
- (b) at a time and place chosen by the President on fourteen days written notice to each other director, provided that such notice may be waived by the consent of all other directors.

5.15 A director may participate in a meeting of the Board of Directors by means of a telephonic, an electronic or other communication facility that provides all persons participating in such a meeting the opportunity to understand and to contribute effectively towards the deliberations of the meeting. A director participating in such a way shall be deemed to be present.

5.16 A quorum of the Board of Directors shall be six directors. Of the six directors there shall be present one director who resides in the Baffin Region, one director who resides in the Keewatin Region, and one director who resides in the Kitikmeot Region.

5.17 Each director present at a meeting shall have one vote, and every question shall be decided by a majority of votes cast unless otherwise specifically provided for in the Act, by-laws, or rules and procedures adopted by the Board.

5.18 The Board of Directors shall be responsible for managing the affairs and activities of Nunavut Tunngavik Incorporated so as to carry out the will of its members. In meeting its responsibilities, the Board may exercise all the powers of Nunavut Tunngavik Incorporated that are not specifically required by the Act or these by-laws to be exercised by the members. Without limiting the generality of these powers, the Board may:

- (a) authorize, or delegate power to authorize, expenditures, indebtedness, trust arrangements, and contracts, including contracts for service and of employment;
- (b) take such steps as they may deem requisite to acquire funds for the purpose of furthering the objects of Nunavut Tunngavik Incorporated;
- (c) direct and oversee the activities of any subsidiary organizations; and
- (d) determine, consistent with the Act and by-laws, the rules and procedures of the Board.

5.18A The Board of Directors may delegate responsibility for the day to day management of affairs and activities of Nunavut Tunngavik Incorporated to a Chief Executive Officer appointed by the Board for that purpose.

5.19 Directors may be reimbursed for reasonable expenses, and may be paid reasonable remuneration for performing their various duties. Directors and members shall not directly or indirectly profit from their positions in any way.

5.20 Every director and his or her heirs, executors, administrators and other legal personal representative shall be indemnified and saved harmless by Nunavut Tunngavik Incorporated from and against:

- (a) any liability and all costs, charges and expenses that such officer sustains or incurs in respect of any action, suit or proceeding that is proposed or commenced against him or her for or in respect of anything done or permitted by him or her in respect of the execution of the duties of his or her office; and

- (b) all other costs, charges and expenses that he or she sustains or incurs in respect of the affairs of Nunavut Tunngavik Incorporated, except such costs, charges or expenses as are occasioned by his or her own wilful neglect or default.
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#### Article 6. Executive Authority and Activity

6.1 The President shall be responsible for overseeing the affairs and activities of Nunavut Tunngavik Incorporated so as to carry out the will of its members. He or she shall preside at all meetings of members and of the Board of Directors. The President shall also serve in the offices of Secretary and Treasurer.

6.2 The Vice-President, as designated by the Executive Committee, shall:

- (a) in the absence or disability of the President, perform the duties and exercise the powers of the President; and
- (b) carry out such other responsibilities as may be assigned from time to time by the Board of Directors.

6.3 The President shall:

- (a) in his or her capacity as Secretary, be responsible for the recording of votes and minutes of annual meetings and of the Board of Directors, and be custodian of the seal of Nunavut Tunngavik Incorporated; and
- (b) in his or her capacity as Treasurer, have custody of the corporate funds and securities, keep full and accurate accounts and financial records in books and files belonging to Nunavut Tunngavik Incorporated, and deposit all monies and other valuables in the name and to the credit of Nunavut Tunngavik Incorporated in such depositories as may be designated by the Board of Directors from time to time. He or she shall disburse funds as may be ordered by the Board of Directors, taking proper vouchers for such disbursements, and shall render to the Board of Directors at its regular meetings, or whenever it requires, an account of all his or her transactions as treasurer and of the financial position of Nunavut Tunngavik Incorporated.

6.4 Repealed.

6.5 Repealed.

6.6 Subject to Section 6.6A, no decision that creates or is likely to create liabilities or indebtedness in excess of Six Million (\$6,000,000) Dollars shall be effective unless approved by the members.

6.6A Consistent with any terms and conditions of resolutions of the members, including resolutions confirming the annual budget, the Board of Directors may authorize such borrowing of moneys from Nunavut Trust as the Board of Directors deems necessary.

6.7 No decision involving expenditures in excess of One Million (\$1,000,000) Dollars or that would create or be likely to create liabilities or indebtedness in excess of One Million (\$1,000,000) Dollars shall be effective unless approved by the Board of Directors.

6.8 Subject to Section 7.1, the Board of Directors may by resolution authorize any officer(s), director(s), or employee(s) to sign any contracts, documents or instruments in writing requiring the signature of Nunavut Tunngavik Incorporated, and all contracts, documents and instruments in writing signed in accordance with such a resolution of the Board of Directors as may be in effect from time to time shall be binding on Nunavut Tunngavik Incorporated without any further authorization or formality. The Board of Directors shall also have the power, by way of resolution adopted from time to time and subject to such terms and conditions as the directors deem fit:

- (a) to authorize one or more directors or employees to sign bank drafts, deposits, withdrawals, receipts, and similar papers associated with financial transactions on behalf of Nunavut Tunngavik Incorporated;
- (b) to give a power of attorney to any registered dealer in securities for the purpose of dealing with any stocks, bonds, or other securities of Nunavut Tunngavik Incorporated;
- (c) to authorize one or more directors to affix the seal of Nunavut Tunngavik Incorporated to any contract, document or instrument in writing signed on behalf of Nunavut Tunngavik Incorporated in accordance with this Article.

6.9 The President and Vice-President shall be reimbursed for reasonable expenses and may be paid reasonable remuneration for performing their executive duties.

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### Article 7. Lands

7.1 Any Inuit Owned Lands vested or otherwise in control of Nunavut Tunngavik Incorporated or the Regional Inuit Associations shall be managed in accordance with such rules and procedures as are adopted from time to time by the Board of Directors, including any policies, rules and procedures allowing delegation of responsibilities to other Inuit organizations.

7.2 Repealed.

7.3 Nunavut Tunngavik Incorporated shall not

- (a) permanently alienate the title to any Inuit Owned Lands to the Crown, or
- (b) create an interest in Inuit Owned Lands that endures, with any period of renewal included, for more than one year,

without the prior written consent of the Regional Inuit Association having a mandate for the area in which the Inuit Owned Lands are situated.

7.4 Nunavut Tunngavik Incorporated shall not exercise any discretion under Article 39 of the Nunavut Agreement so as to affect the vesting in or control of title to Inuit Owned Lands by a Regional Inuit Association without the prior written consent of that Regional Inuit Association.

7.5 Nunavut Tunngavik Incorporated shall attempt at all times to administer any interests it may have in Inuit Owned Lands so as, at a minimum, to recover the costs associated with the administration of such lands.

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### Article 8. Income

8.1 The income accruing to or otherwise in the control of Nunavut Tunngavik Incorporated shall be managed and expended in accordance with resolutions adopted by the members, including resolutions confirming annual budgets. Without limiting such powers of the members, the Board of Directors shall present a budget to the members at each annual meeting that:

- (a) provides for expenditures to meet the appropriate operating expenses of Nunavut Tunngavik Incorporated and the Regional Inuit Associations;
- (b) may provide for expenditures on any matters of general benefit to the Inuit of Nunavut, including a wildlife harvest support program and an elders' pension plan;

- (c) may provide for expenditures on any matters of particular benefit to the Inuit of one or more Regions, it being understood that all Regions shall be treated equitably in the allocation of any such expenditures;
- (d) account for any moneys likely not to be expended in the current financial year; and
- (e) offers projections of probable income and expenditures for the next five financial years.

8.2 The President and the Chief Executive Officer of Nunavut Tunngavik Incorporated, within sixty days of the conclusion of each quarter, during any financial year, shall provide to the Board of Directors interim financial statements disclosing actual expenditures relative to an annual budget adopted by the members.

8.3 In the event that income accrues or otherwise comes under the control of Nunavut Tunngavik Incorporated in excess of income anticipated in a budget adopted by the Board of Directors and confirmed by the members by more than Three Million (\$3,000,000) Dollars, the excess income shall be expended in the current fiscal year only upon the direction of the members at a meeting of members.

8.4 Nothing in the by-laws of Nunavut Tunngavik Incorporated abrogates or derogates from the funding responsibilities owed to the Inuit and their organizations by the Crown through the Nunavut Agreement, any other contractual commitment, or through its general fiduciary obligation to Inuit as an aboriginal people of Canada.

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#### Article 9. Language of Work

9.1 The primary languages of Nunavut Tunngavik Incorporated shall be Inuktitut and Inuinnaqtun, and without limiting the generality of this principle:

- (a) every member shall have the right to speak at meetings of members, and every director to speak at meetings of the Board of Directors, in Inuktitut or Inuinnaqtun;
- (b) every Inuk shall have the right to communicate in Inuktitut or Inuinnaqtun orally and in writing, in both Roman orthography and syllabic form, with the principal office of Nunavut Tunngavik Incorporated; and
- (c) the annual report, and all other reports, of Nunavut Tunngavik Incorporated shall be available in Inuktitut or Inuinnaqtun, in both Roman orthography and syllabic form.

#### Article 10. Public Accountability

10.1 All meetings of members shall be open for attendance by all Inuit except to the extent that any rules and procedures adopted at meetings of members permit, for specific and limited purposes, *in camera* sessions.

10.2 The annual report of Nunavut Tunngavik Incorporated prepared for each annual meeting shall be made available on request to any Inuk.

10.3 Each annual report shall contain the financial statements of Nunavut Tunngavik Incorporated and shall disclose all relevant information concerning the expenses, remuneration, salaries, fees, and benefits paid to members, directors and senior employees.

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#### Article 11. Principal Office

11.1 Nunavut Tunngavik Incorporated shall establish and maintain its principal office at Iqaluit, in the Territory of Nunavut. It may maintain such other offices as it deems fit.

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#### Article 12. Seal

12.1 The seal, an impression of which is stamped on the margin hereof, shall be the seal of Nunavut Tunngavik Incorporated.

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#### Article 13. Auditors

13.1 Each annual meeting shall appoint auditors to audit the accounts and financial records of Nunavut Tunngavik Incorporated until the next annual meeting. The remuneration of the auditors shall be negotiated by the Board of Directors.

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#### Article 14. Repeal, Amendment and Enactment of By-Laws

14.1 The by-laws of Nunavut Tunngavik Incorporated may be repealed or amended, or new by-laws may be enacted, only by a majority vote of the directors present at a meeting of the Board of Directors called for that purpose, that is approved by two thirds vote of the members present at a meeting called for the purpose of considering the by-law changes.

14.2 Repealed.

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Article 15. Changes to Letters Patent or Articles of Incorporation or Continuance

15.1 No application for amended or supplementary letters patent or articles of incorporation or continuance shall be submitted unless supported by a resolution authorizing such application that is adopted and approved in the manner described in Article 14 for the repeal, amendment and enactment of by-laws.