



This Agreement made in duplicate this \_\_\_ day of \_\_\_\_\_, **2007**.

**BETWEEN:**

**THE GOVERNMENT OF THE NUNAVUT**, as represented by the Minister of the Department of Economic Development & Transportation (Hereinafter referred to as "Minister")

OF THE FIRST PART

**AND:**

**AVIIT HUNTERS & TRAPPERS ORGANIZATION** (Hereinafter referred to as "recipient")

OF THE SECOND PART

**WHEREAS**

The Minister agrees to provide a contribution in accordance with the Department of Economic Development & Transportation's Community Initiatives Program and Small Communities Initiatives Program Policies.

**AND WHEREAS** the Southampton Island Commercial Caribou Harvest has been deemed by various local, regional and territorial stakeholders as both a very important caribou herd management tool and significant economic development tool for the communities of Coral Harbour and Rankin Inlet;

**AND WHEREAS** the Aiviit Hunters and Trappers Organization has contracted local consultant Leonard Netser to assist in coordinating the 2007 Southampton Island Commercial Caribou Harvest;

**AND WHEREAS** the Aiviit Hunters and Trappers Organization has agreed to harvest and sell no less than 160,000 lbs of streamlined caribou meat from the 2007 harvest proceeds to Kivalliq Arctic Foods of Rankin Inlet;

**AND WHEREAS** both parties wish to establish their respective responsibilities in relation to such assistance;

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the terms and Covenants contained in the agreement the parties agree as follows:

**1.0 Agreement**

The following documents and any subsequent amendments thereto form the Agreement between the Minister and the recipient:

- (1) these Articles of Agreement
- (2) Appendix 'A' entitled "2006 / 2007 Contribution Summary – Aiviit HTO 2007 Southampton Island Commercial Caribou Harvest Project"
- (3) Appendix 'B' entitled "Memorandum of Agreement between the Aiviit Hunters & Trappers Organization and Leonard Netser"
- (4) Appendix 'C' entitled " 2007 Purchase Agreement between the Aiviit Hunters & Trappers Organization and Kivalliq Arctic Foods"

## **2.0 Purpose of Contribution**

### **2.1 Purpose**

The recipient will use the Contribution provided by the Minister under the Agreement, in accordance to provisions outlined in Appendix 'A', for the purpose of purchasing supplies, services and equipment to coordinate the 2007 Southampton Island Commercial Caribou Harvest.

## **3.0 Maximum Amount of Contribution**

The Minister shall make a Contribution from the amount appropriated in the Main Estimates for 2006-2007 by the Legislative Assembly of the Government of Nunavut for that purpose toward the reasonable expenditures incurred by recipient in an amount not to exceed **one hundred and thirty thousand dollars (\$130,000.00)**

## **4.0 Term of Agreement**

The Agreement shall commence and be effective on the 22<sup>nd</sup> day of January 2007 and end on the 31<sup>st</sup> day of March 2007 unless otherwise terminated or renewed in accordance with the provisions of the Agreement.

## **5.0 Approved Budget**

The recipient agrees that the contribution provided by the Minister shall be applied in accordance with underlying policy or ACT.

## **6.0 Payment**

- 6.1 Subject to the terms and conditions of this agreement The Minister shall make two payments as follows:

\$ 52,000.00 first payment  
\$ 52,000.00 second payment  
\$ 26,000.00 third and final payment  
**\$130,000.00 total**

- 6.2 The first payment shall be made after the signing of the agreement by both parties, the Minister has received and accepted confirmation that all conditions under the policy or ACT has been met
- 6.3 The second payment shall be made on February 1<sup>st</sup> 2007, after the Minister has received and accepted confirmation that all required harvest permits and licenses have been secured.
- 6.4 The third and final payment shall be made following the receipt and acceptance by the Minister of an appropriate accounting of both advances issued to date.
- 6.5 The Minister may withhold final payment of up to 20% of the total amount of the contribution. The amount withheld will be released following the receipt and acceptance of appropriate project accounting.
- 6.6 If the Minister terminates the Agreement, all funds not yet spent will forthwith be returned to the Minister.

## **7.0 Accounting and Financial Statements**

The recipient will submit detailed contribution accounting acceptable to the Minister.

- 7.1 The books and records of the recipient shall be open to the Minister or his designate for review or audit during normal business hours, and the recipient agrees to retain such books and records for this purpose for a period of two years following the close of each fiscal year.
- 7.2 In the event that the recipient fails to submit detailed contribution accounting as required by this agreement, the Minister, upon giving not less than 30 days written notice of intention to do so, may refuse to make additional payment pursuant to the or any subsequent Agreement, until such accounting is received.
- 7.3 The Minister may refuse to accept project accounting that is incomplete or in a form that does not accord to generally-accepted accounting principles. The Minister may refuse to make any additional payment until such time as proper project accounting is received.
- 7.4 The recipient will submit the project accounting, showing the use to which

the contribution was provided by the Minister was put (in accordance to Appendix 'A'), no later than **April 30<sup>th</sup>, 2007**

7.5 The Corporation shall conduct all financial affairs related to the Agreement according to generally accepted accounting principles.

## **8.0 Surplus Payments**

If payments made to the Recipient exceed the amount to which the Recipient is entitled, or remain unaccounted for, then the Recipient shall immediately pay to the Minister the amount paid in excess of the Recipient's entitlement, or the amount unaccounted for, as the case may be. Where any funds remain unaccounted for, the Minister may cease to make further payments under the Agreement. Any breach of the contract by the Recipient without the Minister's approval will reduce the Recipient's entitled amount to nil. The Minister is free to take whatever action is necessary to collect such surplus.

## **9.0 Audit**

9.10 The Minister may audit the financial records and affairs of the Recipient to verify the usage of the contribution provided under this Agreement. The Recipient agrees to permit access to all books, electronic information and systems, statements and other documents regardless of their nature, to the Minister or Minister's agents, for such purposes.

9.20 For greater certainty, the Minister or his authorized representatives may at any time conduct an audit and inspection of the Recipient's financial records with respect to this Agreement.

## **10.0 Project Report**

The recipient shall submit a detailed project report acceptable to the Minister, which shall provide a detailed description and account of the partner's project activities. This report will be submitted by **April 30<sup>th</sup> 2007** and will include but is not necessarily limited to:

- a detailed revenue and expenditure financial report
- harvesting statistics (# harvested, male-female ratio, # condemned and why, etc.)
- an overall assessment of the harvest operation
- an itemized inventory of harvest assets (equipment and supplies)
- recommendations for future harvest operations (equipment replacement needs, supply needs, permitting schedules, etc.)

The Minister may table the partner's project report at the first available session of the Legislative Assembly.

## 11.0 Termination

Either party may bring the Agreement to an end by giving the other party thirty (30) days written notice of the intention to do so.

## 12.0 Notice

All notices under the Agreement are to be sent to:

**If to the Minister :**

c/o Kivalliq Director of Community Operations  
Economic Development & Transportation – Kivalliq Regional Office  
Bag 002, Rankin Inlet Nunavut X0C 0G0  
Fax number: (867) 645-2346

**If to Recipient:**

Chairperson – Aiviit Hunters & Trappers Organization  
P.O. Box 108  
Coral Harbour, Nunavut  
X0C 0C0  
Fax number: (867) 925-8300

and shall be effectively given if sent by registered letter or by telegram or facsimile addressed to the addresses as given in the Agreement and shall be deemed to have been received at the time when in the ordinary course the registered letter, telegram, or facsimile should have reached its destination.

## 13.0 Amendment Agreement

The Agreement may be amended by the written consent of both parties, in accordance with the underlying policy or ACT.

13.1 No change or modification of the Agreement shall be valid unless it be in writing and signed by each party.

## 14.0 General Terms and Conditions

14.1 The Agreement shall be interpreted and governed by the laws of Nunavut.

14.2 The recipient may not assign the Agreement or any part thereof without the written consent of the Minister.

14.3 There shall be no waiver or a breach of any term or condition of the Agreement unless the waiver is in writing signed by both parties. A waiver

with respect to specific breach shall not affect any rights of the parties relating to other or future breaches.

- 14.4 The Agreement shall inure to the benefit of the recipient and be binding upon the parties to the Agreement and their successors and assigns.
- 14.5 No member of the Legislative Assembly of Nunavut shall be permitted to obtain any share or part of the Agreement or be entitled to receive any financial benefit arising there from.
- 14.6 It is a condition of the Agreement that payment pursuant to the Agreement is subject to Section 46 of the Financial Administration Act, RSNWT 1988,c.F-4 [as duplicated for Nunavut] which states as follows:
- “It is a condition of every contract made by or on behalf of the Government requiring an expenditure that an expenditure pursuant to the contract will be incurred only if there is sufficient uncommitted balance in the appropriated item for the fiscal year in which the expenditure is required under the contract”
- 14.7 All information obtained by the recipient, its employees or agents in the course of or incidental to carrying out the terms of the agreement (either during the term or Agreement or at any time thereafter) shall be treated in strict confidence and shall not be divulged to any person, firm or Corporation other than the Minister or its agents for any reason whatsoever, without the written consent of the Minister.
- 14.8 The recipient will indemnify and save harmless the Government of Nunavut, its employees, representatives and agents, including the Commissioner from and against all claims, demands, loss, costs, damages, actions, suits or other proceedings by whomsoever, made, brought or prosecuted in any manner based upon, occasioned by, or attributable to the activities of the recipient or its agents or employees under the agreement
- 14.9 The Agreement constitutes and expresses the entire agreement of the portion and shall take effect in substitution to all previous agreements and arrangements whether in writing or implied between the Government of Nunavut and the recipient and all such agreements and arrangements shall be deemed to have been terminated by mutual consent as of the date of signing hereof.
- 14.10 The Minister may make or issue public statements regarding the agreement.

14.11 The recipient will make every reasonable attempt to comply with Nunavummi Nangminiqagtunik Ikajuuti (The Nunavut Business Incentive Policy).

**IN WITNESS WHEREOF the parties hereto have executed the Agreement as of the date and year just above written.**

**SIGNED**  
**in the presence of:**

**GOVERNMENT OF NUNAVUT**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Director, Community Operations**  
**Department of Economic**  
**Development & Transportation –**  
**Kivalliq**

\_\_\_\_\_  
Witness

\_\_\_\_\_  
**Chairperson,**  
**AVIIT HUNTERS & TRAPPERS ORG.**

**APPENDIX "A"**

**2006 / 2007 Contribution Summary –  
Aiviit HTO 2007 Southampton Island Commercial Caribou Harvest Project**

Recipient Name:	Aiviit Hunters & Trappers Organization
Policy & Schedule:	Community Initiatives Program & Small Communities Initiatives Program

**1. Purpose of ED&T Contribution funding.**

The recipient will use the Contribution provided by the Minister under the Agreement, in accordance to provisions outlined in the agreement, for the purpose of purchasing supplies, services and equipment to coordinate the 2007 Southampton Island Commercial Caribou Harvest.

Recommended Application of Funds		Recommended Source of Funds		
<b>Eligible costs:</b>				
Harvest camp supplies (ammunition, etc.)	\$37,500.00	ED&T contribution – CIP, community allocation	\$37,000.00	4.9%
Packaging supplies (combo bins, tie straps, etc.)	\$47,000.00	ED&T contribution – SCIP, community allocation	\$93,000.00	12.3%
Food supplies (camp operations)	\$21,500.00	Aiviit HTO equity	\$626,500.00	82.8%
Fuel & Oil supplies	\$26,500.00			
Commercial Caribou Tags (HTO)	\$18,000.00			
CFIA inspection fees and associated costs (travel)	\$28,000.00			
Management & Consulting fees	\$52,500.00			
Camp labour (camp & abattoir operation, hunters, etc.)	\$240,000.00			
Capital equipment (generator and other)	\$39,000.00			
Mobilization and demobilization	\$20,000.00			
Fuel hauling fees	\$3,000.00			



Cat repair and rental fees	\$33,750.00			
Generator rental fees	\$11,250.00			
Other rentals (cabins, skids, etc.)	\$15,000.00			
General repairs and maintenance	\$10,000.00			
Freight for supplies and equipment	\$30,000.00			
Miscellaneous (misc. parts, materials, etc.)	\$12,000.00			
Legal & accounting costs	\$5,000.00			
Project management costs	\$25,000.00			
Administration costs	\$5,000.00			
Office supplies / communications	\$5,500.00			
Payroll remittances (Revenue Canada)	\$60,000.00			
Workers Compensation coverage	\$8,000.00			
Miscellaneous fees (interest, bank charges, insurance)	\$3,000.00			
<b>Total</b>	<b>\$756,500.00</b>	<b>Total</b>	<b>\$756,500.00</b>	<b>100%</b>

**2. The Recipient agrees to abide by the following conditions:**

- 2.1** The contribution will be a maximum of **17.2%** of budgeted eligible project costs in accordance to the list provided above.
- 2.2** The first payment shall be made after the signing of the agreement by both parties, the Minister has received and accepted confirmation that all conditions under the policy or ACT has been met.
- 2.3** The second payment shall be made on February 1<sup>st</sup> 2007, after the Minister has received and accepted confirmation that all required harvest permits and licenses have been secured.

**2.4** The third and final payment shall be made following the receipt and acceptance by the Minister of an appropriate accounting of all advances issued to date.

**2.5** The completion date of the project costs in Clause 1 of this Appendix is: **April 30<sup>th</sup>, 2007**

**2.6** GST is not an eligible project cost for recipients grossing \$30,000 or more during a year.

**2.7** The Recipient agrees to make every effort to comply with the Government of Nunavut's NNI (Business Incentive) Policy, when purchasing, tendering or contracting for goods or services.

**3. The final accounting referred to in section 6.1.3 of the Agreement will include:**

**3.1** A listing of actual expenditures for each category in Clause 1 above. The list must be signed by the Recipient.