



This Agreement made in duplicate this 7th day of July, 2000.

BETWEEN:

THE GOVERNMENT OF THE NUNAVUT, as represented by the Minister of the Department of Sustainable Development (hereinafter "Minister")

OF THE FIRST PART

AND:

THE SOUTHAMPTON ISLAND MEAT COMPANY,
(Hereinafter referred to as "recipient")

OF THE SECOND PART

WHEREAS

The Minister agrees to provide a contribution in accordance with the Department of Sustainable Development's Grants & Contributions Policy.

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

AND WHEREAS the Southampton Island Meat Company has secured an agreement with the Aiviit Hunters and Trappers Organization to conduct the 2001 Southampton Island Caribou Harvest on it's behalf and according to all wildlife management rules and regulations governed by the Aiviit HTO, the Keewatin Wildlife Federation and Department of Sustainable Development;

AND WHEREAS the Southampton Island Meat Company has secured an agreement with the Keewatin Meat & Fish Plant Ltd. for the purchase of no less than 120,000 lbs of unprocessed caribou meat from the harvest proceeds;

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 "Memorandum of Understanding between the Aiviit HTO and Southampton Island Meat Company"
- (3) Appendix "B" entitled "Purchase Agreement between the Southampton Island Meat Company and Keewatin Meat & Fish Plant Ltd."
- (4) Appendix "C" entitled "Sealift Quote for 2001 Harvest"
- (5) Appendix "D" entitled "Financial Management / Auditing Quote"

2.0 Purpose and Principles of Contribution

2.1 Purpose

The recipient will use the Contribution provided by the Minister under the Agreement for the purpose of purchasing specified services, materials and supplies for the 2001 Southampton Island Caribou Harvest, as listed below:

- purchase of sealift supplies for the harvest (as per Appendix "C").
- purchase of an abattoir tent for the harvest (as per Appendix "C")
- purchase of freighting / transportation services to get sealift supplies to Coral Harbour
- purchase of accounting / financial management services to complete 1999 and 2000 audited financial statements for the Southampton Island Meat Company's harvest operations (as per Appendix "D")
- and if any residual agreement funding remains, purchase of materials and services to build portable sleeping cabins for harvest employees and purchase of other harvest expenditures as determined by the Southampton Island Meat Company

2.2 Principles

This agreement exists out of recognition by the Department of Sustainable Development that implementing wise and effective caribou herd management practices (i.e. conducting a commercial harvest) for the Southampton Island Caribou Herd may be more successfully and efficiently delivered by the Southampton Island Meat Company working in partnership with the Aiviit HTO, the Dept. of Sustainable Development and the Keewatin Wildlife Federation, while also increasing the Southampton Island Meat Company's accountability to local residents and the elected Hamlet Council in Coral Harbour.

The Department of Sustainable Development also recognizes that a private sector company, operating independently from a territorial government, has greater opportunity to attract outside program and sponsorship dollars to build onto the program funding provided by the Department of Sustainable Development, while the Department can deliver services that enhance both economic development opportunities and wildlife management initiatives at the community level that would go to support the harvest.

Both the Department of Sustainable Development and the Southampton Island Meat Company also recognize that the management and operation of the 2001 Southampton Island Caribou Harvest may improve stakeholder participation in developing a longer-term herd management plan and settling development priorities at the community level pertaining to the harvest operation, and this in turn would directly impact growth of jobs and income opportunities in the community of Coral Harbour.

The Southampton Island Meat Company also recognizes that Department of Sustainable Development promotes an integrated approach to achieve healthy community life in Nunavut and directs its efforts through programs and services which:

- provide the support needed for people and Inuit Organizations to use their capacities, and participate fully in decisions on development (people).
- Provide support needed for people to pursue sustainable livelihoods both in the traditional and wage economy (economy).
- Ensure the wise use of our resources in a manner that will protect and enhance our environment now and for future generations (environment).

It is recognized by the Southampton Island Meat Company that the Department of Sustainable Development is accountable to the people of Nunavut for integrating effective wildlife management practice with the development of resource development opportunities in Nunavut and that this accountability requires that the public interest be protected through a partnership agreement with the Southampton Island Meat Company for the management and operation of the 2001 Southampton Island Caribou Harvest.

3.0 Maximum Amount of Contribution

The Minister shall make a Contribution from the amount appropriated in the Main Estimates for 2000-2001 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 **seventy-five thousand dollars (\$75,000)**

4.0 Term of Agreement

The Agreement shall commence and be effective on the 1st day of April 2000 and end on the 31st day of March 2001 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

6.1.1 Subject to the terms and conditions of this agreement The Minister shall make two installments as follows:

1st payment - \$65,000 on July 14th 2000,

2nd payment - \$10,000 on August 31st, 2000 (upon submission of project accounting and a detailed business plan)

Total \$75,000

6.1.2 A first advance payment shall be made after the signing of the agreement by both parties and the Minister has received and accepted confirmation that all conditions under the policy or ACT has been met.

6.1.3 All subsequent advances will be made following the receipt and acceptance by the Minister of an appropriate accounting of advances issued to date.

6.1.4 The Minister may withhold final payment of up to 15% of the total amount of the contribution. The amount withheld will be released following the receipt of detailed project accounting for the first payment and submission of a detailed business plan for the 2001 Southampton Island Caribou Harvest, in accordance with provisions of this agreement and Appendix A and B.

6.1.5 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 financial reports quarterly or at project completion (which ever is shorter) acceptable to the Minister that provide a complete and accurate statement of the financial activities of the organization.

- 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 quarterly financial statements as required above, or any report required above, 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 statement or report is received.
- 7.3 The Minister may refuse to accept financial statements that are 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 financial statements are received.
- 7.4 The recipient will submit a final financial statement and accounting, showing the use to which the contribution provided by the Minister was put, no later than the 31st day of March, 2001.
- 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 Business Plan / Annual Report

The recipient shall submit an annual report and business plan acceptable to the Minister, which shall provide a detailed description and account of the recipient's activities, compared to its mandate.

The Minister may table the recipient's Annual 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:

the Regional Director :
c/o The Regional Director
Sustainable Development
Government of Nunavut
Bag 002, Rankin Inlet Nunavut
X0C 0G0
Fax number: (867) 645-2346

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 Words in this Agreement importing male gender include female and words importing the singular include the plural and vice versa.
- 14.12 The recipient will make every reasonable attempt to comply with Nunavummi Nangminiqaqtunik Ikajuuti (The Nunavut 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:

Witness

Witness or Company Seal

GOVERNMENT OF NUNAVUT

Minister, Sustainable Development

Per _____

**The Southampton Island Meat
Company**

name of authorized
representative

title