



NEW RELATIONSHIP TRUST
Empowering First Nations in British Columbia

NRT BY-LAWS

Board Approved– May 1st, 2023

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PURPOSES OF NEW RELATIONSHIP TRUST

The primary purposes of the NRT are to provide nation-building opportunities and programs to B.C. First Nations to strengthen their institutional, governance, leadership and human resources capacities in reclaiming and rebuilding their resiliency, self-determination, and sovereignty within their own context to improve the quality of life for their communities and citizens.

PART 1 - INTERPRETATION

Definitions

1.1 In these By-laws, unless the context otherwise requires:

- (a) **“Act”** means the *New Relationship Trust Act*, S.B.C. 2006, c. 6, as amended from time to time, and includes any successor legislation thereto;
- (b) **“Board”** means the Directors of the NRT for the time being;
- (c) **“Board Resolution”** means a resolution passed by the Directors;
- (d) **“By-laws”** means these by-laws and all other by-laws of the NRT as passed and amended from time to time by the Board;
- (e) **“CEO”** means the Chief Executive Officer appointed by the Board to perform the active management and supervision of the administration and operations of the NRT subject to Board control and oversight;
- (f) **“Chair”** means the Person appointed to the office of chair of the NRT in accordance with the By-laws;
- (g) **“Committee”** means a committee, task force or working group created in accordance with Part 4 of the By-laws;
- (h) **“Directors”** means the directors of the NRT for the time being;
- (i) **“Electronic Means”** means any system or combination of systems, including but not limited to e-mail, telephonic, electronic, radio, computer or web-based technology or communication facility, that permits all participants to communicate with each other or otherwise participate in the proceeding contemporaneously, in a manner comparable, but not necessarily identical, to a meeting where all are present in the same location;
- (j) **“Eligible Party”** means an individual who is or was a Director, Officer or senior employee of NRT or who holds or held an equivalent position in a subsidiary of NRT;

- (k) **“Finance Chair”** means the Person appointed to the office of finance chair of the NRT in accordance with the By-laws;
- (l) **“Head Office”** means the head office address of the NRT as published on its website;
- (m) **“Nominating Entity”** means an organization or legislative body given powers in the Act to appoint one or more Directors;
- (n) **“NRT”** means the New Relationship Trust, a not-for-profit corporation established under the Act, and any legal successor thereto;
- (o) **“Officer”** means the CEO, CFO and any other officer of the NRT appointed in accordance with the Act and the By-laws;
- (p) **“Person”** means a natural person;
- (q) **“Private Interests”** means personal and business interests, and includes personal and business interests of a Related Person;
- (r) **“Related Person”** means a person who is:
 - (i) the spouse, parent or child of the relevant person; or
 - (ii) any other relative residing with the relevant person;
- (s) **“Secretary”** means the Person appointed to the office of secretary of the NRT in accordance with the By-laws; and
- (t) **“Vice Chair”** means the Person appointed to the office of vice chair of the NRT in accordance with the By-laws.

Plural and Singular Forms

1.2 In the By-laws, a word defined in the plural form includes the singular and vice-versa.

Conflict with Act

1.3 To the extent that there is any conflict between a provision of the By-laws and a provision of the Act, the provision of the Act will prevail.

Void, Illegal, or Invalid Provisions

1.4 Each provision of the By-laws is intended to be severable, and the unenforceability or invalidity of any provision will not affect the enforceability or validity of any other provision of the By-laws.

Headings

- 1.5 The division of the By-laws into parts and the headings of parts is for convenience of reference only and will not affect the construction or interpretation of the By-laws.

PART 2 - BOARD OF DIRECTORS

Composition of Board

- 2.1 The Board consists of seven (7) Directors as appointed by a Nominating Entity in accordance with the Act.

Qualifications of Directors

- 2.2 A Person is qualified to serve as a Director only if the person
- (a) is at least eighteen (18) years of age,
 - (b) has not been found by any court, in Canada or elsewhere, to be incapable of managing their own affairs,
 - (c) is not an undischarged bankrupt,
 - (d) has not been convicted of an indictable offence for which no pardon has been granted, and
 - (e) has not already served three (3) consecutive terms as a Director.

Appointment of Directors

- 2.3 When appointing a Director, each Nominating Entity will
- (a) only appoint persons who qualify under section 2.2,
 - (b) consider a candidate's knowledge about and experience working with First Nations of British Columbia as well as Indigenous culture and governance,
 - (c) use best efforts to maintain a balance of qualifications or experience on the Board,
 - (d) consult with the CEO,
 - (e) consider any recommendation or shortlist provided to the Nominating Entity by the CEO, and
 - (f) consider any other criteria and comply with the process for the appointment of Directors, established by the Board from time to time.
- 2.4 The Board, through the CEO, may provide information to a Nominating Entity to support the recruitment of Directors with respect to attributes, including qualifications, skills, and

experience profile, being sought to maintain or enhance the expertise, professional diversity, geographic representation and appropriate gender balance of the Board.

Board Vacancies

- 2.5** The Board will work with each Nominating Entity to ensure the Nominating Entity can promptly fill any vacancy among the Directors appointed by that Nominating Entity.
- 2.6** If a Nominating Entity has not notified the Board of an appointment by the date a Director's term of office expires:
- (a) the Board may, by Board Resolution, extend the term of office of the incumbent Director until the Nominating Entity provides notice of an appointment;
 - (b) the Board must provide the Nominating Entity with notice of any Board Resolution made under subsection (a), and
 - (c) the Board acknowledges that the Nominating Entity will retain the power to remove and replace the Director under the Act.

Limit of Office

- 2.7**
- (a) Subject to subsection (b), the term of office of a Director is three (3) years.
 - (b) A Director who replaces a Director who died, resigned or was removed from office by a Nominating Entity or Board Resolution before that Director's term expired, holds office until the end of the term of office of the Director they replace.
 - (c) Directors may serve for no more than three (3) consecutive terms.
 - (d) In the event a Director is appointed for a term less than three (3) years in accordance with subsection (b), the term will be considered a full term in office for purposes of subsection (c).

Authority of the Board

- 2.8** The Board has the powers, authority and responsibility to manage, or supervise the management of, the property and the affairs of the NRT.
- 2.9** The Board may delegate to an Officer, NRT employee or Committee any of the Board's functions except the following:
- (a) the approval of By-laws;
 - (b) the approval of the material policies, procedures or directions of the NRT;
 - (c) the appointment of the Chair, Vice-Chair, Secretary or Finance Chair;
 - (d) the approval of the annual budget of the NRT;

- (e) the approval of the periodic and audited financial statements of the NRT;
- (f) approval of the strategic plan, priorities, and operating plan of the NRT; and
- (g) the recruitment, selection, appointment and supervision of the CEO.

Duties of Directors and Officers

2.10 Every Director and Officer in exercising their powers and discharging their duties must:

- (a) act honestly and in good faith with a view to the best interests of the NRT,
- (b) exercise the care, diligence and skill that a reasonably prudent person would exercise in comparable circumstances,
- (c) disclose to the Board any Private Interests that they hold that may conflict with the interests of the NRT, and take all possible steps to prevent and resolve any real, apparent or potential conflicts of interest in favour of the interests of the NRT, and
- (d) act in accordance with the Act and the By-laws.

Director Remuneration and Reimbursements

- 2.11** (a) A Director will receive remuneration for attending Board and Committee meetings, and for providing other directorial services to NRT and may be reimbursed for reasonable travelling and out of pocket expenses necessarily incurred by the Director in carrying out their duties as a Director.
- (b) Remuneration and reimbursements referred to in subsection (a) will be paid in accordance with the Act and NRT policies as amended from time to time.

Removal of Directors

- 2.12** (a) A Director will immediately cease to be a Director on the passing of a resolution to that effect by all of the remaining Directors.
- (b) The Directors will resolve in accordance with subsection (a) to remove a Director who
- (i) misses three (3) consecutive meetings without notifying the Chair in advance of those meetings,
 - (ii) engages in unethical behaviour including dishonesty, fraud or breach of NRT's conflict of interest or code of conduct policies,
 - (iii) is convicted of an indictable offence,
 - (iv) is declared bankrupt,

- (v) engages in conduct or behaviour, in the course of acting as a Director, that the Board considers may bring NRT into disrepute, or

Ceasing to be a Director

2.13 An individual will immediately cease to be a Director upon

- (a) the date of delivering their resignation in writing to the Chair or CEO or the effective date of resignation specified in such notice, whichever is later,
- (b) the expiry of the Director's term, unless re-appointed by the Nominating Entity,
- (c) notice of removal and replacement by the Nominating Entity that appointed the Director,
- (d) removal by Board Resolution, or
- (e) the death of the Director.

Disclosure of Conflict of Interest

2.14 A Director has a conflict of interest when the Director exercises an official power, duty or function, as a Director, that provides an opportunity to further the Director's Private Interests or to improperly further another person's Private Interest.

2.15 If a Director knows or reasonably should know that the Director has a conflict of interest in respect of a matter to be considered by the Board or a Committee, that Director shall

- (a) declare that conflict,
- (b) not participate in any discussion, decision, debate, or vote relating to that matter, and
- (c) despite subsection (b), be counted in the quorum for that decision or vote.

PART 3 - MEETINGS OF DIRECTORS

Regular Scheduled Meetings

- 3.1**
- (a) The Board must meet at least four (4) times each fiscal year as regular scheduled meetings.
 - (b) To the extent possible, a regular scheduled meeting of the Board will be held on the date specified in an annual Board meeting schedule as approved and amended from time to time by the Board.

Other Meetings of the Board

- 3.2**
- (a) The Board may hold as many other meetings as needed.
 - (b) The Chair or, if the Chair is unavailable, the Vice-Chair, may call a meeting of the Board at any time.
 - (c) If requested in writing by any three (3) Directors, the Chair must within seven (7) days set a date for a Board meeting which shall be held no later than thirty (30) days from the date of the request.
 - (d) If the Chair does not call a meeting in accordance subsection (c), any one Director may call a Board meeting.

Notice

- 3.3**
- (a) Subject to subsections (b) and (c), the Chair shall deliver, or shall ensure delivery of, notice of the time and place of a Board meeting by email to all Directors
 - (i) no less than thirty (30) days before a regular scheduled meeting; and
 - (ii) no less than fifteen (15) days before any other meeting.
 - (b) A Director may waive, by letter or email to the Chair or Vice-Chair, notice of Board meetings for any period of time, and may, at any time, withdraw a waiver in like manner.
 - (c) No notice is required for a meeting if all Directors consent in writing, by email or other method deemed appropriate by the Board.
 - (d) The accidental omission to give notice to, or the non-receipt of notice by, any Director entitled to receive notice does not invalidate proceedings at the meeting.

Materials of Meetings

- 3.4** The Chair shall make best efforts to deliver, or ensure delivery of, materials for each meeting within seven (7) days of the meeting date by email or such other means that allow direct access to the meeting documents.

Meetings by Electronic Means

- 3.5**
- (a) Any Board meeting may be held, in whole or in part, by Electronic Means.
 - (b) Where a meeting is conducted by Electronic Means, the Board must take reasonable steps to ensure that all participants are able to communicate adequately with each other during the course of the meeting.

- (c) A Person participating in a meeting by Electronic Means is deemed to be present at the meeting for all purposes.

Quorum

- 3.6** (a) To conduct official Board business quorum will be a majority of the Directors in office at the time.
- (b) A meeting of Directors at which quorum is present can exercise all or any of the powers, duties, and functions of the Board.

Resolutions

- 3.7** (a) Board Resolutions shall be
 - (i) moved,
 - (ii) seconded, and
 - (iii) unless stated otherwise in the Act or the By-laws, decided by a majority of the votes of the Directors who are at the meeting and entitled to vote.
- (b) Every Director present when the question is called shall vote. Any Director who nonetheless abstains from voting shall be deemed to have voted in the affirmative.
- (c) Tie votes will be deemed defeated unless the Chair casts a deciding vote.
- (d) In extraordinary circumstances, where an issue is time-sensitive, the Directors may pass a Board Resolution without a meeting if a majority of the Directors consent to the resolution in writing, provided the resolution is ratified at the next duly convened meeting of the Board and recorded in the minutes of that meeting.

Minutes

- 3.8** The Board must
 - (a) keep regular minutes of Board meetings,
 - (b) ensure minutes are recorded electronically and retained at the Head Office,
 - (c) circulate minutes to each Director for review as soon as possible,
 - (d) adopt minutes at the next regular meeting, and
 - (e) ensure minutes are available for inspection by the Directors at all reasonable times at the Head Office.

Meeting Chair

- 3.9** (a) Meetings of the Board shall be chaired by
- (i) the Chair,
 - (ii) in the absence of the Chair, the Vice-Chair, or
 - (iii) in the absence of the Chair and the Vice-Chair, such other Director as the Board selects.
- (b) The person chairing a Board meeting shall have a right to vote on any resolution.

Board Executive

- 3.10** (a) The Board will appoint a Chair, Secretary, and Finance Chair and may appoint a Vice-Chair as deemed appropriate and will approve terms of reference for each Board Executive position.
- (b) The Chair shall meet with the CEO as they deemed necessary, to provide advice to the CEO and support the administration and procedural activities in relation to the preparation of Board meetings.

PART 4 - COMMITTEES

Standing Committees

- 4.1** The Board must annually appoint from among the Directors the following committees to provide advice and recommendations to the Board:
- (a) Finance and Audit Committee to assist the Board in fulfilling its obligations and oversight responsibilities relating to the NRT's audit process, financial reporting, internal controls, risk management, banking, and investment account fund, and when required, to make recommendations in respect of such matters to the Board; and
 - (b) Governance Committee to assist the Board in reviewing policies and practices, ensuring the continuing ability of the Board to fulfill its mandate and implementing effective due diligence practices for operations of the NRT, and other matters identified or requested by the Board.

Other Committees

- 4.2** In addition to section 4.1, the Board may establish any Committees it deems necessary to provide the Board with advice and recommendations to facilitate decision making of the Board and to support the pursuit of the Board's strategic objectives and priorities.

Chair and Terms of Reference

- 4.3** (a) The Board must appoint a chair and approve terms of reference for any Committee established under sections 4.1 or 4.2.
- (b) A Committee will conform to all rules that may from time to time be imposed by the By-laws or the Board in the terms of reference or otherwise.
- (c) Each terms of reference and related policies will provide all the duties, responsibilities, and procedures of each committee.

Committee Meetings

- 4.4** (a) To the extent possible, a regular scheduled meeting of a Committee will be held on the date specified in a Committee meeting schedule as approved and amended from time to time by the Committee.
- (b) Any Committee meeting may be held, in whole or in part, by Electronic Means.
- (c) Each Committee will keep a record of its decisions and cause them to be recorded electronically and retained for that purpose at the Head Office.
- (d) The chair of a Committee must review and approve the record of decisions of that Committee after each meeting.
- (e) Each Committee will report its activities, advice, and recommendations to the Board at Board meetings or such other times as the Board may determine.

PART 5 - POLICY AND PROCEDURES

Governance and Operational Policies

- 5.1** (a) The Board will ensure that relevant policies and procedures are established, implemented and periodically reviewed and updated to support the strategic objectives and the governance, operation, and financial management of the NRT.
- (b) The Board in its discretion will determine which policies and procedures will require Board review and approval.

PART 6 - OPERATION OF THE NRT

Head Office

- 6.1** (a) The NRT may from time to time by Board Resolution change the Head Office to another location within British Columbia.
- (b) The Board will ensure that the Head Office is posted on the NRT website.

Financial Year

6.2 Unless otherwise established by the Board, the financial year for the NRT will be from April 1st to March 31st.

Corporate Seal

6.3 (a) The NRT may have a corporate seal in such form as the Board approves from time to time.

(b) The Board shall establish a documented policy for the use of any corporate seal.

Financial Records

6.4 The Board must ensure all necessary books and records of the Board and the NRT required by the By-laws or the Act are regularly and properly maintained and that appropriate financial and information systems are implemented to ensure the NRT's assets and records are safeguarded and controlled.

Auditor

6.5 Each financial year, the Board will appoint a qualified auditor in accordance with the Act to conduct an audit of the financial statements of the NRT.

Strategic Plan

6.6 (a) The Board will ensure a rolling three-year annual strategic plan is developed and approved by the Board each fiscal year, in accordance with the Act.

(b) The Board will provide the approved strategic plan to each Nominating Entity and will make the approved strategic plan publicly available on the NRT website.

Operating Plan

6.7 The Board will ensure an annual operating plan is developed and approved by the Board each fiscal year.

Annual Report

6.8 (a) Each year the CEO shall develop all annual reports that meet the internal and external reporting requirements.

(b) The CEO will provide a copy of each annual report to each Nominating Entity and will make the consolidated annual report publicly available on the NRT website.

Annual Stakeholders Meetings

- 6.9** (a) The NRT shall host an annual stakeholders meeting no later than November 30th each year in order to maintain a high level of engagement, transparency, and accountability to First Nations in BC.
- (b) Each annual stakeholders meeting
- (i) shall include a presentation of the most recent audited financial statements, highlight performance and program outcomes achieved, and showcase success stories and impacts of NRT funding programs,
 - (ii) may be held in person, by Electronic Means or such other reasonable method that the Board deems appropriate,
 - (iii) will be open to the general public, and
 - (iv) will be advertised on the NRT website at least 30 days prior to the scheduled meeting date.

Insurance

- 6.10** The NRT shall procure and maintain in force at all times appropriate insurance coverage, as necessary and commensurate with risks, to indemnify an Eligible Party in accordance with Section 6.13 and protect NRT's assets and commercial interests.

Execution of Documents

- 6.11** The Board will ensure documented policies, procedures, and authorities are established and implemented regarding cheque signing and execution of contracts, documents or any other instrument on behalf of the NRT.

Borrowing Powers

- 6.12** The Board may from time to time, in such amounts and on such terms as the Board deems expedient, authorize NRT to borrow money upon the credit of the NRT, including by way of overdraft or other means as determined by the Board.

Indemnification of an Eligible Party

- 6.13** For the purposes of section 6.14,
- (a) "Eligible Proceeding" means a legal proceeding or investigative action, whether current, threatened, pending or completed, in which an Eligible Party or a Representative,
 - (i) is or may be joined as a party, or

- (ii) is or may be liable for or in respect of a penalty in, or expenses related to, the legal proceeding or investigative action

by reason of the Eligible Party being or having been a Director, Officer or senior employee of NRT, or holding or having held an equivalent position in a subsidiary of NRT;

- (b) "Expenses" includes costs, charges and expenses, including legal and other fees, but does not include Penalties;
- (c) "Penalty" means a judgment, penalty or fine awarded or imposed in, or an amount paid in settlement of, an Eligible Proceeding;
- (d) "Representative", in relation to an Eligible Party, means an heir or personal or other legal representative of the Eligible Party.

6.14 (a) Subject to subsection (f), NRT may do one or both of the following:

- (i) indemnify an Eligible Party or a Representative of the Eligible Party against all Penalties to which the Eligible Party or the Representative is or may be liable in respect of an Eligible Proceeding; and
 - (ii) after the final disposition of an Eligible Proceeding, pay the Expenses actually and reasonably incurred by an Eligible Party or a Representative of the Eligible Party in respect of the Eligible Proceeding.
- (b) Subject to subsections (c) and (f), NRT must, after the final disposition of an Eligible Proceeding, pay the Expenses actually and reasonably incurred by an Eligible Party or a Representative of the Eligible Party in respect of the Eligible Proceeding if
 - (i) neither the Eligible Party nor the Representative has been reimbursed for those Expenses, and
 - (ii) the Eligible Party was not judged by a court, in Canada or elsewhere, or by another competent authority to have committed any fault or to have omitted to do anything that the Eligible Party ought to have done.
 - (c) NRT is not required under subsection (b) to pay the expenses of an Eligible Party or a Representative of the Eligible Party if the Eligible Party or the Representative is liable for or in respect of those Expenses by reason of the Eligible Party holding or having held a position in a subsidiary of NRT that is equivalent to the position of Director, Officer or senior employee of NRT.
 - (d) Subject to subsections (e) and (f), NRT may pay, as they are incurred in advance of the final disposition of an Eligible Proceeding, the Expenses actually and reasonably incurred by an Eligible Party or a Representative of the Eligible Party in respect of the Eligible Proceeding.

- (e) NRT must not make the payments referred to in subsection (d) unless NRT first receives from the Eligible Party or the Representative of the Eligible Party a written undertaking that, if it is ultimately determined that the payment of Expenses is prohibited by subsection (f), the Eligible Party or the Representative will repay the amounts advanced.
- (f) NRT must not, under subsection (a), (b) or (d) indemnify or pay the Expenses of an Eligible Party or a Representative of the Eligible Party in respect of an Eligible Proceeding
 - (i) if the Eligible Party:
 - a. has already been reimbursed for such Expenses;
 - b. has been judged by a court, in Canada or elsewhere, or by another competent authority to have committed any fault or to have omitted to do anything that the Eligible Party ought to have done;
 - c. in relation to the subject matter of the Eligible Proceeding, acted with willful neglect, dishonesty or default; or
 - d. in the case of an Eligible Proceeding other than a civil proceeding, did not have reasonable grounds for believing that the Eligible Party's conduct, in respect of which the Eligible Proceeding was brought, was lawful; or
 - (ii) if the Eligible Proceeding was brought by or on behalf of NRT, or a subsidiary of NRT, unless a court, on the application of NRT, approves the indemnification or payment of Expenses.

PART 7 - MISCELLANEOUS

Amendment to By-Laws

- 7.1**
- (a) On a periodic basis, the Board shall review the By-laws to determine if the By-laws facilitate effective and efficient governance oversight of the NRT and to identify any amendments to the By-laws that better serve that objective.
 - (b) The Board may amend the By-laws.
 - (c) Any amendment to the By-laws will take effect on the date specified in the Board Resolution approving the amendment.