

FORM A

APPLICATION

WE, the undersigned, hereby declare that we desire to have a Society incorporated under the *Societies Act*, and that:

1. The Name of the Society is the “Independent Environmental Monitoring Agency” for BHP's Diamond Project.
2. The Objects of the Society are:
 - (a) to provide an integrated approach to achieve the following purposes of the Environmental Agreement, as defined in the Bylaws under section 1.1 (ii):
 - i) to respect and protect land, water and wildlife and the land-based economy, essential to the way of life and well-being of the Aboriginal Peoples, as defined in the Bylaws under section 1.1 (v);
 - ii) to facilitate the use of holistic and ecosystem-based approaches for the monitoring, management and regulation of the Project;
 - iii) to provide advice to BHP to assist BHP in managing the Project consistent with these purposes;
 - iv) to maximize the effectiveness and co-ordination of environmental monitoring and regulation of the Project;
 - v) to facilitate effective participation of the Aboriginal Peoples and the general public in the achievement of the above purposes.
 - (b) to serve as a public watchdog of the regulatory process and the implementation of the Environmental Agreement;
 - (c) to compile and analyze available, relevant Environmental Quality data, in order to review, report, or make recommendations concerning:
 - i) the environmental effects monitoring program respecting short-term, long-term and cumulative impacts, carried out by BHP pursuant to the Environmental Agreement;
 - ii) government compliance monitoring reports and BHP self-assessment reports pursuant to Regulatory Instruments and the Environmental Agreement;
 - iii) Environmental Plans and Programs;
 - iv) Annual Reports and Environmental Impact Reports;
 - v) monitoring, regulatory and related management programs and activities of Canada and the GNWT; and

- vi) the integration of traditional knowledge and experience of the Aboriginal Peoples into Environmental Plans and Programs.
- (d) to participate as an intervenor in regulatory and other legal processes respecting environmental matters;
 - (e) to provide an accessible and public repository of environmental data, studies and reports relevant to the Monitoring Agency's (as defined by the Bylaws under section 1.1 (i)) responsibilities;
 - (f) to provide programs for the effective dissemination of information to the Aboriginal Peoples and the general public on matters pertaining to the Monitoring Agency's mandate;
 - (g) to provide an effective means to bring to BHP and governments the concerns of Aboriginal Peoples and the general public about the Project and the monitoring and regulation of the Project; and
 - (h) to participate as an intervenor, as appropriate, in the dispute resolution process under the Environmental Agreement.

The main office of the Society shall be located in Yellowknife.

DATED this _____ day of _____, 1997.

Independent Environmental Monitoring Agency for BHP's Diamond Project

BYLAWS

1. DEFINITIONS:

- 1.1 In these Bylaws:
- i. "Monitoring Agency" shall mean the Independent Environmental Monitoring Agency for BHP's Diamond Project.
 - ii. "Environmental Agreement" shall mean the Environmental Agreement between the Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development (hereinafter referred to as "Canada"), and the Government of the Northwest Territories, as represented by the Minister of Resources, Wildlife and Economic Development (hereinafter referred to as "GNWT"), and BHP Diamonds Inc. (hereinafter referred to as "BHP"), dated as of January 6, 1997.
 - iii. "Member" shall mean an organization or agency which is a member of this Society under Article 2 of these Bylaws.
 - iv. "Board of Directors" shall mean the Board referred to in Article 5 of these Bylaws.
 - v. "Aboriginal Peoples" shall mean Dogrib Treaty 11 Council, the Akaitcho Treaty 8 (specifically the Yellowknives Dene First Nation and the Lustel K'e First Nation), North Slave Metis Alliance, and the Inuit as represented by Kitikmeot Inuit Association.
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2. MEMBERSHIP:

- 2.1 The Members of the Society shall be the following seven (7) organizations or agencies:
- i. Dogrib Treaty 11 Council
 - ii. the Akaitcho Treaty 8 (specifically the Yellowknives Dene First Nation and the Lustel K'e First Nation)
 - iii. North Slave Metis Alliance
 - iv. Kitikmeot Inuit Association
 - v. BHP Diamonds Inc.
 - vi. Canada
 - vii. GNWT
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3. RIGHTS OF MEMBERS:

- 3.1 All Members of the Society shall have the right to take part in all activities established by the Society for the promotion of its Objects, subject to such rules and resolutions as the Board of Directors may from time to time prescribe for specific activities.
- 3.2 No membership fee shall be charged to any member.
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4. WITHDRAWAL OF MEMBERS:

- 4.1 Any Member of the Society may withdraw from membership in the Society by notice in writing to the Chairperson.
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5. BOARD OF DIRECTORS:

- 5.1 The Board of Directors shall consist of seven (7) directors and the directors, who shall not act in representative capacity, shall be appointed at the annual general meeting, as follows:
- i) the Aboriginal Peoples shall each appoint a Director for a total of four (4) Directors, and
 - ii) BHP, Canada and the GNWT shall jointly and in consultation with the Aboriginal Peoples, appoint (3) Directors who shall not be employees of any of the parties.
- 5.2 Until the first annual general meeting, the Board of Directors shall consist of the subscribers to this Application and Bylaws.
- 5.3 The Board of Directors shall be responsible for conducting the affairs of the Society in accordance with the Objects, Bylaws and Societies Act.
- 5.4 The Board of Directors may appoint committees from time to time to help conduct the affairs of the Society.
- 5.5 A Director may only be removed or replaced by the Member(s) who appointed that Director, and in accordance with section 5.1.
- 5.6 Directors may be paid reasonable travelling and living allowances to compensate them for expenses incurred by them in the conduct of their duties for the Society, at rates to be established from time to time by a resolution of the Board of Directors.

- 5.7 Directors may be paid a reasonable per diem to compensate them for work and time spend in the conduct of their duties for the Society, at rates to be established from time to time by a resolution of the Board of Directors.
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6. OFFICERS:

- 6.1 The Directors shall appoint a Chairperson, Vice-chairperson and Secretary-Treasurer of the Society from among their number for a term of one year.
- 6.2 The Chairperson shall preside at all meetings of the Society and Board of Directors and, shall be responsible for managing the affairs of the Society.
- 6.3 The Vice-Chairperson shall assist the Chairperson as required and, in the latter's absence, perform the duties and exercise the powers of the Chairperson;
- 6.4 The Secretary-Treasurer shall: be custodian of the Seal of the Society; be responsible to record the Minutes of meetings of the Society and Board of Directors; be responsible for the financial management of the Society; and present duly audited financial statements at the Annual General Meeting of the Society.
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7. MEETINGS:

- 7.1 The Annual General Meeting of the Members of the Society shall be held on a date, at a time, and in a place to be determined by the Board of Directors. Notice of the meeting shall be sent to all Members at least thirty (30) days prior to the meeting.
- 7.2 Special meetings of the Society may be called at any time by the Chairperson of the Board of Directors or upon the request of any four (4) Members of the Society. Written notice of special meetings shall be given at least seven (7) days prior to the meeting, and shall specify the purpose of the meeting.
- 7.3 The Board of Directors shall meet at times to be set by the Board. In the absence of the Chairperson or Vice-Chairperson the meeting may be chaired by a Director chosen from the Directors present in the quorum.
- 7.4 A quorum at a meeting of the Board of Directors is five directors, three of whom were appointed by Aboriginal Peoples in accordance with section 5.1 (i).

7.5 A quorum at special or general meetings of the Society is five members, three of whom are Aboriginal Peoples.

7.6 The Society shall strive to make decisions by consensus at all meetings of the Society and its Board of Directors. Where consensus can not be achieved, decisions will be made by a majority vote.

8. BORROWING POWERS:

8.1 The Society shall have no power to borrow money.

8.2 Nothing in section 8.1 shall be construed as preventing the Society from accepting any grants or donations of monies.

9. DISPOSAL OF FUNDS:

9.1 All monies received by or on behalf of the Society shall be deposited in a bank account of the Society, which account shall be with one of the chartered banks of Canada.

9.2 All disbursements from the bank account shall be made in accordance with policies and administrative procedures established by the Board of Directors.

10. AUDITORS:

10.1 Each Annual General Meeting of the Society shall appoint an Auditor for the ensuing fiscal year.

10.2 At each Annual General Meeting the Secretary-Treasurer shall present the Auditor's signed financial statement detailing assets, liabilities, receipts and disbursements for the previous fiscal-year.

10.3 The remuneration of Auditors shall be approved by the Board of Directors.

11. SEAL AND SIGNING AUTHORITY:

11.1 The Seal of the Society shall consist of the word "seal" inside a circle formed by the words "Independent Environmental Monitoring Agency".

11.2 The Seal shall be kept in the custody of the Secretary-Treasurer.

11.3 The Secretary-Treasurer and at least one other Officer of the Board of Directors shall have authority to sign instruments or documents on behalf of the Society.

12. MINUTES OF MEETINGS, BOOKS AND RECORDS:

12.1 The minutes of the Society may be inspected by any Member of the Society at the Annual General Meeting, or at the Head Office of the Society at any time during normal business hours. Directors of the Society shall at all times have reasonable access to such books and records.

13. FISCAL YEAR:

13.1 The fiscal year of the Society shall end on March 31st of each year.

14. DISSOLUTION:

14.1 Upon dissolution of the Society, or surrender of its certificate of incorporation, any funds remaining after payment of all debts shall be distributed among the Members who have provided funds for the operation of the Society, in proportion to the amount of funding provided. Any other assets and information shall be distributed according to decisions made by the Board of Directors.

15. BYLAW AMENDMENTS:

15.1 Bylaws of the Society may be rescinded, altered or added to at the Annual General Meeting or by extraordinary resolution of the Society, at a special meeting and not otherwise.

Dated this _____ day of _____, 1997.

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Witness to all signatures
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