

# GOVERNMENT OF NUNAVUT NUNAVUMMI NANGMINIQAQTUNIQ IKAJUUTI (“NNI POLICY”)

## PARK-SPECIFIC PROCEDURES FOR CONTRACTING AND BUSINESS OPPORTUNITIES

### 1. POLICY STATEMENT

- 1.1 The *Umbrella Territorial Parks Inuit Impact and Benefit Agreement* (IIBA) negotiated between Government and Inuit as required by Article 8 of the *Nunavut Land Claims Agreement* (NLCA), requires the Minister to “... secure any regulatory changes, and to make best efforts to secure any statutory changes, as are necessary to give full effect to the provisions of this IIBA” (IIBA 2.5.2). To that end, the Government of Nunavut is committed to applying the measures undertaken in Article 5 of the IIBA which requires amendment to the Nunavummi Nangminiqagtunik Ikajuuti (NNI Policy) as described herein.
- 1.2 This Policy is to be implemented as a Park-specific annex to the NNI Policy, in accordance with the following IIBA principles:
- (a) Parks contracting and access to business opportunities should promote, to the maximum extent possible, Inuit economic self-sufficiency, capacity and participation in business opportunities in the Nunavut Settlement Area; and
  - (b) Parks contracting and business opportunities should provide the maximum possible employment and training opportunities for Inuit.

### 2. PURPOSE AND CONTENTS

- 2.1 This Policy shall establish procedures for Territorial Parks contracting, and the regulation of Business Opportunities or Ventures relating to Territorial Parks, which are intended to
- (a) maximize the participation of Inuit and Inuit Firms in Parks contracting and business opportunities;
  - (b) improve the capacity of Inuit and Inuit Firms to compete for government contracts;
  - (c) achieve a level of Inuit participation in employment and in the provision of goods and services for Parks Contracts that reflects the proportion of Inuit to the total population of Nunavut; and
  - (d) maximize opportunities for Inuit employment, training and experience in Parks-related contracts and business opportunities.

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2.2 The Policy is set out under the following subject headings:

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### 3. DEFINITIONS

**PARKS CONTRACTS (IIBA 5.2.2):** For the purposes of this Policy “Parks Contracts” means all contracts issued or to be issued by the GN relating directly or indirectly to a Territorial Park or Parks, and includes, without limitation:

- (a) contracts for the design, development, purchase, construction, installation, improvement, operation, maintenance, repair, or removal of Park facilities or Parks-related infrastructure, including, without limitation, roads and trails to, from or related to a Park;
- (b) contracts for the development of Parks-related information or promotional material; and
- (c) contracts for the procurement of Parks-related goods and services.

**RESPONSIVE (IIBA 5.2.1):** For the purposes of this Policy “responsive” means, in relation to a tender, conforming in all material respects to the invitation to tender, and that the tenderer is not in default of obligations under any other GN contract.

**CONTRACTS FOR EMERGENCY SERVICES (IIBA 5.2.4):** For the purposes of this Policy “Contracts for Emergency Services” means, contracts with respect to goods or services that are urgently required to assess or respond in a timely and appropriate manner to

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circumstances that involve a risk of harm to persons or property, or other catastrophic event.

**CONTRACTS FOR EXCEPTIONAL SERVICES (IIBA 5.2.5):** For the purposes of this Policy “Contracts for Exceptional Services” means contracts with respect to which unusual, and urgent or otherwise compelling, circumstances require that the contract be issued otherwise than in accordance with the obligations set out in Article 5 of the Territorial Parks IIBA.

**NNI POLICY:** For the purposes of this Policy “NNI Policy or Nunavummi Nangminiqatunik Ikajuuti” means the current, Cabinet-approved Nunavummi Nangminiqatunik Ikajuuti [March 2000] as amended from time to time, and any future or other policy or legislation approved by the Government of Nunavut, dealing with contracting procedures or preferences to be employed by the Government of Nunavut.

**Business Opportunity or Venture (IIBA 5.10.1):** For the purposes of this Policy “Business Opportunity or Venture” means a Parks Contract or Contracts to provide goods or services to the GN or to the public over a period of more than one year.

#### **4. ROLES OF GOVERNMENT AGENCIES IN TERRITORIAL PARKS CONTRACTING**

- 4.1 The primary GN agencies involved in Territorial Parks contracting are the Departments of Sustainable Development (DSD) and Public Works and Services. (PW&S) As a result of this split in responsibility the roles and responsibilities of these core agencies require clarification and elaboration.

##### **Department of Sustainable Development:**

- 4.2 The Department of Sustainable Development’s roles and responsibilities as they relate to Territorial Parks contracting include the following:
- a) Establishment of the terms and conditions specific to all DSD directed Parks Contracts and their subsequent administration
  - b) The development of an annual Capital and Project Management Plan (in consultation with the Nunavut Joint Planning and Management Committee NJPMC) that shall identify and itemize projects, relative priority and scope, and provide for their overall management as well as any and all costs associated with these projects.
  - c) Provide funding sufficient to complete all DSD-related capital and management contracts let within a specified fiscal year.
  - d) The administration of all permitting, licensing, right of first refusal and business opportunities as they relate to Territorial Parks.

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**The Department of Public Works and Services:**

- 4.3 The roles and responsibilities of the Department of Public Works and Services (PWS) are as follows:
- a) To centrally manage and co-ordinate government contracting services as they relate to territorial parks administered by PW&S, and to ensure consistency and adherence to this and other government contracting policies and regulations.
  - b) As the agency with the expertise and responsibility for all matters related to contracting, this position shall provide technical advice on contracting issues to all of the GN’s representatives of the Parks Contract Working Group to be established as a requirement of this policy and the Territorial Parks Umbrella IIBA.

**Other Government Agencies and Departments:**

- 4.4 All other government agencies and departments contemplating the letting of a contract or business opportunity that relates to a Territorial Park shall be required to adhere to and follow all of the terms and conditions outlined within this policy and the Territorial Parks IIBA.

**5. PARKS CONTRACTING**

- 5.1 All Parks Contracts shall be required to follow the processes outlined within this policy and the Territorial Parks IIBA with the following exceptions:
- (a) GN employment contracts;
  - (b) contracts for insurance;
  - (c) contracts for emergency services;
  - (d) contracts in exceptional circumstances;
  - (e) contracts for legal services; and
  - (f) contracts valued at less than \$5,000, net of GST.
- 5.2 Prior to the award of a contract referred to in Section 5.1 (d) of this Policy or, where urgent circumstances require immediate issuance of the contract as soon as possible thereafter, the GN shall notify Nunavut Tunngavik Incorporated (NTI) and the Relevant Regional Inuit Association (RIA) in writing that it intends to issue, or has issued a contract under IIBA subsection 5.2.3 (d) with reasons.

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- 5.3 When a contract referred to in Section 5.1 (d) is awarded, the GN shall take all reasonable steps to ensure that the benefits otherwise anticipated under Article 5 of the IIBA shall go to Inuit contractor(s) or Firm(s) through the award of future Contracts or other effective remedial measures, and shall seek the advice of the Parks Contracting Working Group (PCWG) in making this determination.
- 5.4 Parks-related contracts for goods and services valued at between \$1,000 and \$5,000 shall, to the maximum extent possible, be directed to Inuit or Inuit Firms. Information regarding such contracts in any year shall be reported to the Parks Contracting PCWG as per section 8.2.6 of this policy.

**6. RELATIONSHIP TO THE GOVERNMENT NNI POLICY**

- 6.1 The NNI Policy shall apply to the design, award and administration of all Parks Contracts, subject only to the following:
- (a) section 3.1 of the NNI Policy shall not apply;
  - (b) no changes to the NNI Policy shall apply to Parks Contracts unless agreed upon in writing by the Parties to the IIBA; and
  - (c) in the event of any inconsistency or conflict between this policy and the NNI Policy, this Policy shall prevail to the extent of the inconsistency or conflict.
- 6.2 Subject to item 6.1 above, this Policy is adopted as a Parks-specific annex to the NNI Policy.

**7. RELATIONSHIP TO THE UMBRELLA TERRITORIAL PARKS IIBA**

- 7.1 In the event of a conflict between this policy and the IIBA, the IIBA shall prevail to the extent of the inconsistency or conflict. This policy shall be interpreted and amended as required to conform to the IIBA as amended from time to time.

**8. THE TERRITORIAL PARKS CONTRACTING WORKING GROUP (PCWG)**

**PCWG COMPOSITION**

- 8.1 A Territorial Parks Contracting Working Group shall be established to review certain aspects of Territorial Parks Contracting in accordance with the Territorial Parks Umbrella IIBA. Its membership shall be as follows:
- (a) NTI shall appoint one member;
  - (b) the RIAs shall each appoint one member; and

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- (c) the Minister of Sustainable Development shall appoint two members. One member shall be from the Department of Public Works and Services. Due to Public Works and Services’ role as the main contracting agent for the Government of Nunavut this position shall provide technical advice on contracting issues to all of the GN’s representatives. The second member shall be appointed from the Department of Sustainable Development.

**ROLE OF THE PCWG**

8.2 The PCWG shall operate by consensus decision-making, and shall carry out the following roles and responsibilities as they relate to Territorial Parks Contracting:

**8.2.1 Parks Contracting:**

- a) The PCWG shall provide advice to the GN on awarding future contracts and providing remedial measures when contracts are exempted under section 5.1 (d).
- b) The PCWG shall annually review all parks related contracts for goods and services valued between \$1,000 and \$5,000, as per Section 5.4 of this policy.

**8.2.2 Contract Design:**

- a) Between January 1<sup>st</sup> and February 15<sup>th</sup> of each year the PCWG shall review a list of anticipated activities to be contracted out during the coming fiscal year, as well as a list of anticipated categories of employment and services required for activities anticipated over the coming year. The list of anticipated activities shall be provided annually by the Department of Sustainable Development.
- b) The PCWG shall in accordance with Section 5.4.5 of the IIBA receive a list of Inuit contractors, firms and employees interested in participating in the activities listed above. Upon receipt of this list the PCWG shall meet to consider the design and packaging of all Parks Contracts for the upcoming fiscal year. Following this meeting the PCWG shall provide its recommendations on the design and packaging of these contracts to the GN.
- c) In the event that the GN intends to design or package a parks contract contrary to the recommendations of the PCWG, or if no consensus is reached by the PCWG, and the GN designs or packages a parks contract contrary to the recommendations of any member of the PCWG, the GN shall then provide written notice and reasons to the PCWG for their review. In this event, the matter shall be referred to the next review to be conducted pursuant to section 5.9 of the IIBA.

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**8.2.3 Bid Adjustment and Evaluation:**

- a) PCWG members may choose to participate in the opening and evaluation of a tender as a member of the evaluation team, except where a member is in a conflict of interest under GN conflict of interest guidelines.
- b) An Inuit member of the PCWG, NJPMC, or the relevant CJPMC shall be invited to participate in each evaluation of requests for proposals as a member of the evaluation team.

**8.2.4 Minimum Inuit Employment**

The GN shall consult with the PCWG in the establishment of minimum Inuit employment levels in all situations where the GN intends to issue a contract solely for professional services, and the PCWG agrees that the list provided by NTI pursuant to this policy does not include qualified Inuit.

**8.2.5 Monitoring and Enforcement**

The GN shall provide in writing to the PCWG notification of any failure on the part of the contractor to perform his/her contract in conformance with this policy, and the GN shall provide notification to the PCWG as to the remedial measures (as identified within the pertinent section of this policy) taken to remedy or address the failure.

**8.2.6 Review of Parks Contracting and Contract Management**

- (a) At the close of each season the GN shall provide the following information to the PCWG:
  - i. all Parks Contracts that the GN let during the previous 12-month period;
  - ii. any instances where the GN packaged a Parks Contract contrary to the recommendations of the PCWG with the reasons for each instance;
  - iii. any instances where a contractor failed to conform to this policy and the remedial measures taken by the GN in each instance;
  - iv. the number, amount and awards of contracts for goods and services valued at between \$1,000 and \$5,000;
  - v. a summary of the process and outcomes of tenders and requests for proposals; and
  - vi. a copy of any GN legislation, regulations, policies and procedures applicable to Parks Contracting during the previous 12-month period.

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- (b) The PCWG shall then meet annually to review this information, and may provide the GN with recommendations following its review. In addition after two years the PCWG shall in accordance with section 5.5.6 of the TP IIBA review the process for evaluating contract tenders.

**9. CONTRACT DESIGN**

- 9.1 Between January 1 and February 15 of each year, the GN shall provide the PCWG with a list of anticipated activities to be contracted during the coming Fiscal Year, and a list of anticipated categories of employment and services required for activities anticipated over the coming Fiscal Year.
- 9.2 The PCWG shall receive, no later than March 1 of each year, a list of Inuit contractors, Inuit Firms and potential Inuit employees interested in participating in the listed activities in accordance with Section 5.4.5 of the IIBA. This list should include adequate contact information, including fax contact information to guarantee that interested employees and firms can receive tenders for GN contracts. Where the recipient is unable to access a fax, it is recommended that an alternate contact point be identified such as the Community’s Economic Development Officer or Hamlet Office. An individual Inuk employee who is hired on a contract basis and who is not affiliated with an incorporated company shall be requested to sign a waiver for the purposes of limiting the GN’s liability with regard to any claims for Worker’s Compensation.
- 9.3 Upon receipt of the required lists pursuant to subsections 5.4.4 and 5.4.5, the PCWG shall meet to consider the design and packaging of Parks Contracts for the coming Fiscal Year in view of the objectives in subsection 5.4.7 below, and to make recommendations to the GN on the design and packaging of Parks Contracts.
- 9.4 The GN shall design and package Parks Contracts to meet the following objectives:
  - (a) to set the date, location, and terms and conditions for bidding so that Inuit and Inuit Firms may bid more readily;
  - (b) to set evaluation criteria for requests for proposals so that Inuit and Inuit Firms may more successfully compete;
  - (c) to invite bids by commodity groupings to permit smaller and more specialized firms to bid;
  - (d) to permit bids for goods and services for a specified portion of a larger contract package to permit smaller and more specialized firms to bid;
  - (e) to design construction contracts in a way so as to increase the opportunity for smaller and more specialized firms to bid;

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- (f) to avoid artificially inflated employment skills requirements not essential to the performance of contractual obligations; and
  - (g) to identify and address exceptional circumstances concerning the design and packaging of Parks Contracts.
- 9.5 All requests for proposals and tender calls issued by the GN for Parks Contracts shall include only those professional, employment and skills requirements that are essential for performance.
- 9.6 All requests for proposals and tender calls issued by the GN for Parks Contracts shall provide Inuit and Inuit Firms with a minimum of fifteen (15) days to respond and, in any event, no less time than available to any non-Inuit firm.
- 9.7 In the event that the GN intends to design or package a parks contract contrary to the recommendations of the PCWG, or if no consensus is reached by the PCWG, and the GN designs or packages a parks contract contrary to the recommendations of any member of the PCWG, the GN shall then provide written notice and reasons to the PCWG. In this event, the matter shall be referred to the next review to be conducted pursuant to section 5.9 of the IIBA.

**10. BID ADJUSTMENT AND EVALUATION PROCESSES - TENDERS**

**Bid Adjustments**

- 10.1 Bid adjustment values pursuant to sections 11.1(c) and 11.2(c) of the NNI Policy shall not apply to Parks, instead the bid adjustment values applied to Parks Contracts let by way of tender shall be as follows:
- (a) for a Nunavut Firm, an adjustment of 8%;
  - (b) for a local firm, an adjustment of 4%; and
  - (c) for an Inuit Firm, an adjustment of 8%,

The Calculation of bid adjustment values pursuant to Section 10.1 above shall include the general contractor and all subcontractors and suppliers.

**Evaluation Processes for Tenders:**

- 10.2 The evaluation of tenders shall be subject to the following process:
- (a) initially, only tenders submitted by Inuit or Inuit Firms shall be opened;

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- (b) in the event that three or more Inuit or Inuit Firms submit a tender and two or more responsive tenders are received from Inuit or Inuit Firms at a price that is within GN's available budget for the Contract:
  - (i) only the Inuit or Inuit Firm tenders shall be evaluated in accordance with IIBA Article 5, including the bid adjustment values provided in subsection 10.1 and
  - (ii) a Parks Contract shall be awarded to the Inuit or Inuit Firm that submitted the lowest adjusted bid; and
- (c) in the event that, the conditions stated in subsection 10.2 (b) are not met:
  - (i) all tenders that have been submitted shall be opened and evaluated in accordance with IIBA Article 5, including the bid adjustment values provided in subsection 8.1 and
  - (ii) a Parks Contract shall be awarded to the tenderer that submitted the lowest adjusted bid.

**Evaluation Processes for Requests for Proposal (RFPs) below \$75,000**

- 10.3 In the evaluation process for the award of Parks Contracts where the total Contract value is \$75,000 or less, and which are let by way of request for proposal, Inuit content criteria weights to be included in the evaluation criteria shall be, at a minimum:
- (a) 17% for Inuit employment; and
  - (b) 8% for Inuit ownership.

**Evaluation Processes for Requests for Proposal (RFPs) above \$75,000**

- 10.4 In the evaluation process for the award of Parks Contracts where the total Contract value is \$75,000 or over, and which are let by way of request for proposal, Inuit content criteria weights to be included in the evaluation criteria shall be, at a minimum:
- (a) 17% for Inuit employment; and
  - (b) 13% for Inuit ownership.

**Calculation of Inuit content criteria**

- 10.5 Calculation of Inuit content criteria for Inuit ownership pursuant to subsections 10.3 and 10.4 shall include the general contractor and all subcontractors and suppliers.

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**Bonuses and Penalties**

10.6 For greater certainty, bonuses and penalties shall apply to Parks Contracts in accordance with sections 12 and 13 of the NNI Policy.

**11. MINIMUM INUIT EMPLOYMENT**

11.1 The minimum Inuit employment level for Parks Contracts shall be based on the percentage of the dollar value of the bid or proposal designated for “labour,” and shall include costs related to Inuit employees and trainees, and any subcontractor’s Inuit employees and trainees. Subject to Section 11.2, of this policy the minimum Inuit employment level for each Parks Contract shall be set at 50%.

**Contracts where NNI Policy standards cannot be met**

11.2 In the event that the GN intends to issue a contract solely for professional services, and the PCWG agrees that the list provided by NTI does not include a sufficient number of qualified Inuit to ensure that the 50% minimum Inuit employment level can be met, then the minimum Inuit employment level shall be set by the GN in consultation with the PCWG.

11.3 The GN shall keep a record of the process and outcomes for tenders and for requests for proposals pursuant to this section of the policy and shall provide this information to the PCWG annually.

**12. MUNICIPALITIES**

12.1 Municipalities shall not be eligible to bid on Parks Contracts except in exceptional circumstances as determined by the PCWG.

**13. MONITORING AND ENFORCEMENT**

13.1 The GN shall monitor the performance of Parks Contracts to ensure the contractor’s compliance with the requirements of IIBA Article 5. The GN shall promptly notify the PCWG in writing of any failure on the part of a contractor to perform its Contract as required by IIBA Article 5.

13.2 The GN shall immediately take whatever remedial measures are necessary or appropriate to remedy or address a failure of the kind described above including one or more of the following measures as appropriate:

- (a) requiring the contractor to undertake additional measures to achieve the criteria;

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- (b) providing the contractor with information about specific Inuit or Inuit Firms who are known to be available and qualified for employment or for contracting and advising the contractor that further enforcement measures may be taken if the criteria are not met;
- (c) withholding progress payments;
- (d) issuing a stop work order;
- (e) imposing any penalties authorized within the NNI Policy or within an individual contract; and
- (g) terminating the contract.

Parks Contracts shall contain notice that the above remedies for default may be imposed, as appropriate.

- 13.3 The GN shall immediately notify the PCWG of the remedial measures taken in accordance with subsection 5.8.2.

**14. REVIEW OF PARKS CONTRACTING**

- 14.1 After the close of each construction season, the GN shall provide the PCWG with information regarding:

- (a) all Parks Contracts that the GN let during the previous 12-month period;
- (b) any instances where the GN packaged a Parks Contract contrary to the recommendations of the PCWG, with the reasons for each instance;
- (c) any instances where a contractor failed to conform to IIBA Article 5, and the remedial measures taken by the GN in each instance;
- (d) the number, amount and awards of contracts for goods and services valued at between \$1,000 and \$5,000;
- (e) a summary of the process and outcomes of tenders and requests for proposals pursuant to sections 5.5 and 5.6; of the IIBA and
- (f) a copy of any GN legislation, regulations, policies and procedures applicable to Parks Contracts that were not provided in an earlier year.

- 14.2 The PCWG shall meet annually to review Parks Contracts for the prior season pursuant to Article 5.

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**15. PARKS BUSINESS OPPORTUNITIES OR VENTURES – FIRST RIGHT OF REFUSAL**

- 15.1 If the GN intends to contract out a Business Opportunity or Venture with respect to a Park, it shall notify NTI or the relevant Designated Inuit Organization (DIO) of its right of first refusal to operate the Business Opportunity or Venture as per Schedule 5.1 of the IIBA.
- 15.2 A Business Opportunity or Venture shall include multi-year (i.e. more than 12 months) operation and maintenance contracts within a Park, and contracts entered into by the GN for the provision of goods or services with respect to any activities conducted by the GN in connection within a Park., except where a contract fits into the exception provided by Section 5.10.2 of the Territorial Parks IIBA.

**Renewal of Existing Business Opportunities:**

- 15.3 If the GN intends to renew or amend an existing Business Opportunity or Venture, and the renewal or amendment is substantially different in nature or location from the existing Contract, the right of first refusal and the procedure set out in the Territorial Parks IIBA (IIBA Schedule 5.1, **See Appendix #1**) shall apply.

**Assignment and Transfer of Existing Business Opportunities:**

- 15.4 If a person or firm applies to the GN to assign or otherwise transfer an existing Business Opportunity or Venture, the applicant shall provide to the GN a copy of the applicant’s “Notice of Right of First Refusal” in the form provided in the Territorial Parks IIBA (IIBA Schedule 5.1.), together with confirmation of the date when the notice was provided to the DIO, and the DIO employee who received it, before the GN may grant the application. Parks licenses and permits issued in connection with Business Opportunities and Ventures shall include this requirement.

**Park Use Permits and Business Licenses**

- 15.5 If a non-Inuk or non-Inuit firm applies for a park use permit or business licence to carry on a business in a Territorial Park for which a quota has been established, the GN shall, in accordance with the procedure set out in the Territorial Parks IIBA (IIBA Schedule 5-2 **See Appendix #2**), give the Relevant RIA or its designate a right of first refusal to acquire a park use permit or business licence to carry on a business that is substantially similar to that described in the non-Inuit application.

**Renewal of Park Use Permits and Business Licenses**

- 15.6 If a non-Inuk or non-Inuit firm applies for a renewal or the amendment of an existing park use permit or business licence for which a quota has been established and the nature or location of the business is substantially different from that carried out under

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the existing permit or licence, the right of first refusal and the procedure set out in the Territorial Parks IIBA (IIBA Schedule 5-2) shall apply.

**Assignment and Transfer of Existing Park Use Permits and Business Licenses:**

- 15.7 In the event that any person or firm applies to assign or otherwise transfer a park use permit or business licence for which a quota has been established, the applicant shall provide to the GN a copy of the applicant’s “Notice of Right of First Refusal” in the form provided in the Territorial Parks IIBA (IIBA Schedule 5-2), together with confirmation of the date when the notice was provided to the DIO, and the DIO employee who received it, before GN may grant the application. Parks licenses and permits for which quotas have been established shall include this requirement.

**Written Notice**

- 15.8 The Relevant RIA may give written notice at any time of a designate for the purposes of subsection 13.3. Such a designate must be an Inuk or Inuit Firm.

**16. PREROGATIVE OF THE EXECUTIVE COUNCIL**

Subject to the requirements of the Territorial Parks IIBA, and the NNI policy, nothing in this Policy shall in any way be construed to limit the prerogative of the Executive Council to make decisions, or take actions respecting Territorial Parks Contracting.

Subject to the terms and conditions outlined in Section 8.2.6 of this policy and Section 5.3.1 (b) of the IIBA, this Policy shall be reviewed and evaluated on an annual basis.

**17. TERM**

This Policy shall be in effect from the date of signature until May 03 2007

Original Signed by: \_\_\_\_\_

Premier, and Chairman of the Executive Council

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**Appendix #1**

**NOTICE OF RIGHT OF FIRST REFUSAL  
(Business Opportunity or Venture)**

**TAKE NOTICE**, that the undersigned

\_\_\_\_\_ (name)

on behalf of \_\_\_\_\_ (company or business name)

proposes to transfer or assign a Business Opportunity or Venture as defined in section 5.10 of the *Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area*.

**YOU HAVE SIXTY (60) DAYS, OR A LONGER PERIOD OF TIME IF AGREED WITH THE GOVERNMENT OF NUNAVUT, TO EXERCISE A RIGHT OF FIRST REFUSAL** with respect to the attached contract between the Government of Nunavut and

\_\_\_\_\_ (company or business name), dated \_\_\_\_\_,

**YOU ARE ENTITLED** to request and receive from the Government of Nunavut any report or other material in possession of the Government of Nunavut, which is relevant to the history or economic feasibility of this Business Opportunity or Venture.

The Government of Nunavut contact for purposes of discussing this right of first refusal, and for obtaining information to which you are entitled is identified on page \_\_\_\_\_ of the attached contract.

**UPON EXPIRY OF SIXTY (60) DAYS** from the date this notice is provided **OR A LONGER AGREED UPON PERIOD OF TIME**, you shall be deemed to have declined this right of first refusal, and the Government of Nunavut may award the transfer of this Business Opportunity or Venture to any qualified applicant.

Signed \_\_\_\_\_

\_\_\_\_\_ (company or business name)

Contact Information \_\_\_\_\_

Umbrella Inuit Impact and Benefit Agreement For Territorial Parks in the Nunavut Settlement Area, Schedule 5-1, Form 1

**GOVERNMENT OF NUNAVUT**  
**NUNAVUMMI NANGMINIQAQTUNIQ IKAJUUTI (“NNI POLICY”)**  
-  
**PARK-SPECIFIC PROCEDURES FOR CONTRACTING AND BUSINESS OPPORTUNITIES**

**Appendix #2**

**NOTICE OF RIGHT OF FIRST REFUSAL  
(Park Use Permit or Business Licence)**

**TAKE NOTICE**, that the undersigned

\_\_\_\_\_ (name)

on behalf of \_\_\_\_\_ (company or business name)

intends to transfer or assign a Business Licence or Permit, which is subject to section 5.11 of the *Umbrella Inuit Impact and Benefit Agreement for Territorial Parks in the Nunavut Settlement Area*.

**YOU HAVE SIXTY (60) DAYS, OR A LONGER PERIOD OF TIME IF AGREED WITH THE GOVERNMENT OF NUNAVUT, TO EXERCISE A RIGHT OF FIRST REFUSAL** with respect to the attached contract between the Government of Nunavut and

\_\_\_\_\_ (company or business name, if any), dated \_\_\_\_\_,

**YOU ARE ENTITLED** to request and receive from the Government of Nunavut any report or other material in possession of the Government of Nunavut, which is relevant to the history or economic feasibility of this Park Use or Business.

The Government of Nunavut contact for purposes of discussing this right of first refusal, and for obtaining information to which you are entitled is identified on page \_\_\_\_\_ of the attached permit.

**UPON EXPIRY OF SIXTY (60) DAYS** from the date this notice is provided **OR A LONGER AGREED UPON PERIOD OF TIME**, you shall be deemed to have declined this right of first refusal, and the Government of Nunavut may award the transfer of the business licence or permit to any qualified applicant

Signed \_\_\_\_\_

\_\_\_\_\_ (company or business name)

Contact Information \_\_\_\_\_

Umbrella Inuit Impact and Benefit Agreement For Territorial Parks in the Nunavut Settlement Area, Schedule 5-2, Form 1