

# **EMAB**

## **Operational Manual**

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**Environmental Monitoring Advisory Board**

**Operations Manual**

July 2026

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## 1. ORGANIZATION

### 1.1 Overview of Mandate

The mandate of EMAB is provided in Article 4.2 of the Diavik Diamond Mine Agreement. The mandate is subject to Article 1 of the Agreement. A copy of the Environmental Agreement is attached (Appendix A).

### 1.2 Mandate of the Advisory Board

The Advisory Board shall operate at arm's length and independent from the Parties, and shall perform its functions consistently with the purposes and guiding principles in Article I. The mandate of the Advisory Board shall be, in respect of the Project, to:

- (a) provide an integrated approach to achieving the purposes in Article I;
- (b) assist the Parties to implement a co-operative approach to achieving the purposes and implementing the guiding principles in Article I;
- (c) serve as a public watchdog of the regulatory process and the implementation of this Agreement;
- (d) review Environmental Plans and Programs, Annual Reports, Environmental Protection Measures, compliance or monitoring reports and other reports and data bearing on Environmental Quality that are produced by any of the Parties or regulatory authorities pursuant to this Agreement, Regulatory Instruments and laws of general application;
- (e) in respect of a matter reviewed pursuant to (d), make recommendations for the achievement of the purposes and guiding principles in Article I, to DDML, the Minister and any other Party or body having regulatory or management responsibility for the matter;
- (f) make recommendations on issues relating to access for purposes of wildlife harvesting;
- (g) make recommendations respecting the participation of each of the Aboriginal Peoples and Affected Communities in training initiatives and monitoring programs bearing on Environmental Quality;
- (h) make recommendations concerning the need for and design of traditional knowledge and other studies, and, where appropriate, facilitate the management and implementation of these studies;
- (i) facilitate programs to provide information to Affected Communities and the general public on matters bearing on Environmental Quality;

- (j) report to the Parties and the public on the Advisory Board's activities and the achievement of its mandate;
- (k) provide an accessible and public repository of environmental data, studies and reports relevant to the Advisory Board's mandate;
- (l) participate as an intervener, as appropriate for the achievement of its mandate, in regulatory processes, the dispute resolution process under this Agreement and other legal processes; and
- (m) provide a meaningful role for each of the Aboriginal Peoples in the review and implementation of environmental monitoring plans in respect of the Project.

### 1.3 Statement of Purpose and Guiding Principles

#### 1.1 Purpose

This Agreement is intended to be a legally binding agreement for the achievement of the following purposes:

- (a) To ensure that the mitigation measures outlined in DDMI's Commitments and in the Responsible Authorities' conclusions as documented in the CSR are appropriately implemented;
- (b) To provide for additional monitoring which, in conjunction with the monitoring requirements of Regulatory Instruments, will serve to verify the accuracy of the environmental assessment of the Project and the effectiveness of mitigation measures, and whether Commitments are being fulfilled;
- (c) To facilitate the use of holistic and ecosystem-based approaches for the monitoring, management and regulation of the Project;
- (d) To respect and protect air, land, water, aquatic resources, wildlife, archaeological and cultural resources, and the land-based economy that are essential to the way of life and well-being of the Aboriginal Peoples;
- (e) To create opportunities for community and public input and participation;
- (f) To provide advice and direction to DDMI in order to assist DDMI in managing the Project consistent with these purposes;
- (g) To maximize the effectiveness and co-ordination of environmental monitoring and regulation of the Project; and

- (h) To facilitate effective communication about the Project with Affected Communities and effective participation of the Aboriginal Peoples and the general public in the achievement of the above purposes.

### 1.2 GUIDING PRINCIPLES

The Parties agree to carry out their responsibilities under this Agreement and the Regulatory Instruments consistently with the purposes in Article 1.1 and guided by the following principles:

- (a) Adaptive environmental management;
- (b) Sustainable development;
- (c) Design and implementation of Environmental Protection Measures to minimize adverse effects on Environmental Quality to the extent technically and economically feasible;
- (d) Precautionary Principle;
- (e) Promotion of capacity-building for the Aboriginal Peoples respecting Project-related environmental matters;
- (f) Recognition of the particular environmental values of the Lac de Gras region;
- (g) Full consideration and use of both traditional knowledge and other scientific information where appropriate; and
- (h) Promotion of a co-operative approach among the Parties respecting Project-related environmental matters.

### 1.4 **Composition of the Advisory Board**

Subject to Article 4.6 (a) of the Environmental Agreement, the Parties may appoint their respective members to the Advisory Board as follows:

|                                |                  |
|--------------------------------|------------------|
| Tlicho Government              | 1 representative |
| Yellowknives Dene First Nation | 1 representative |
| Lutsel K'e Dene Band           | 1 representative |
| Kitikmeot Inuit Association    | 1 representative |
| North Slave Métis Alliance     | 1 representative |
| GNWT                           | 1 representative |
| Government of Canada           | 1 representative |
| DDMI                           | 1 representative |

Subject to Article 4.6 (b), the Government of Nunavut may appoint one representative to the Advisory Board.

The Parties may jointly appoint two public representatives to the Advisory Board.

Subject to Article 4.6 (a) and (b), each of the Parties and the Government of Nunavut may appoint one alternate representative.

Either or both of the representative and the alternate representative appointed to the Advisory Board by the Parties and the Government of Nunavut shall be resident in the Northwest Territories or Nunavut.

### **1.5 Functioning of the Advisory Board**

As per Article 4.6 of the Environmental Agreement:

Each Party to this Agreement and the Government of Nunavut shall be entitled to appoint representatives to the Advisory Board as follows:

- (a) A representative and an alternate shall be appointed by each Party within sixty (60) days, or as soon as practicable, following the later of the signing of this Agreement by that particular Party or the conditions in Article 18.1(c) being satisfied or waived;
- (b) The Government of Nunavut shall appoint its representative and alternate within sixty (60) days, or as soon as practicable, following the conditions in Article 18.1(c) being satisfied or waived;
- (c) Notice of appointments shall be given in writing to the Minister, and to the Chair of the Advisory Board once a Chair has been appointed;
- (d) Each of the Parties and the Government of Nunavut may, from time to time, change the representatives on the Advisory Board appointed by it, upon notice in accordance with Article 4.6(c);
- (e) The Parties may, from time to time, jointly change or remove either or both of the public representatives on the Advisory Board, upon notice in accordance with Article 4.6(c);
- (f) In the event of any vacancy or vacancies, the Advisory Board may conduct its business with such members as have been appointed;
- (g) The Advisory Board shall establish procedural rules and by-laws that are not inconsistent with the purposes and principles of this Agreement;

- (h) Terms of appointment and selection of officials and similar matters such as remuneration and conflict of interest shall be governed by the Advisory Board's by-laws;
- (i) No representative shall be deemed to be in a conflict of interest in representing the general interest of the Party or government that appointed that representative;
- (j) The Advisory Board shall have an annual audit of its accounts done and shall provide a copy of the audit report to the Parties and to the Government of Nunavut. The Advisory Board shall maintain its financial records in accordance with generally accepted accounting principles; and
- (k) The Advisory Board may coordinate its activities with the activities of the board established pursuant to the Socio-economic Monitoring Agreement.

### 1.6 Annual Report

As per Article 4.7 of the Environmental Agreement, the Advisory Board shall provide an annual report of its activities and recommendations to the Parties and the Government of Nunavut. The annual report shall be made available to the public.

### 1.7 Incorporation

EMAB is incorporated as a not-for-profit organization under the Societies Act, NWT.

#### a) Constitution

- 1) The name of the Society is the "Environmental Monitoring Advisory Board".
- 2) The Objects of the Society are:
  - 2.1 To serve as the Environmental Monitoring Advisory Board provided for in the Environmental Agreement for the Diavik Project made as of the 8<sup>th</sup> day of March, 2000 (the Environmental Agreement is attached to, and forms part of, this application); and
  - 2.2 To fulfil the mandate of the Environmental Monitoring Advisory Board as specified in the Environmental Agreement, especially Article 4.2, and in the Environmental Agreement as amended from time-to-time.
- 3) The operations of the Society are to be chiefly carried on from an office located in Yellowknife, Northwest Territories. Operations also may be carried on from each of the Affected Communities and from the Diavik Project site.

- 4) Subject to the Societies Act and any other applicable legislation or law, the Constitution and Bylaws of the Society shall be interpreted in a manner which renders the Constitution and Bylaws consistent with the Environmental Agreement.
- b) **By-Laws**
1. **Definitions:** In these Bylaws the following terms shall have the meanings prescribed to them below.
1. **“Aboriginal Peoples”** means the Tlicho Government, the Lutsel K’e Dene Band, the Yellowknives Dene First Nation, the North Slave Métis Alliance and the Kitikmeot Inuit Association.
  2. **“Affected Communities”** means the communities identified in the CSR which are affected in relation to the subject matter within which they are referenced in the CSR.
  3. **“Board of Directors”** means the Board of Directors of the Society.
  4. **“Chair”** means the person elected to the office of Chair in accordance with Article 4 of these Bylaws.
  5. **“CSR”** means the report entitled “Comprehensive Study Report – Diavik Diamonds Project” dated June 1999 and includes the Responsible Authorities’ Response to Public Comments dated September 1999.
  6. **“DDMI”** means Diavik Diamond Mines Inc., manager of the Project.
  7. **“Environmental Agreement”** means the Agreement made as of the 8<sup>th</sup> day of March, 2000 for the Diavik Project.
  8. **“Environmental Plans and Programs”** means the Environmental Management Plans, Environmental Monitoring Programs, the Reclamation and Abandonment Plan and any other environmental management plans or environmental monitoring programs carried out or conducted in conjunction with the Project.
  9. **“Minister”** means the Minister of Indian Affairs and Northern Development.
  10. **“Parties”** means those parties listed on the face page and second page of the Environmental Agreement who actually sign the Agreement in accordance with the provisions of Article 18, and **“Party”** means any one of them.
  11. **“Project”** means the mine to be constructed and operated at East Island in Lac de Gras, Northwest Territories for the production of rough diamonds.
  12. **Regulatory Instruments** means any authorization, licence, lease, or permit required under any legislation required for the carrying out of the Project.
  13. **“Responsible Authorities”** means those departments identified as such in the CSR.
  14. **“Secretary-Treasurer”** means the person elected to the office of Secretary-Treasurer in accordance with Article 4 of these Bylaws.

15. “**Society**” means the Society named the ‘Environmental Monitoring Advisory Board’ and incorporated under the *Societies Act*.
  16. “**Vice-chair**” means the person appointed to the office of Vice-chair in accordance with Article 4 of these Bylaws.
2. **Terms of Admission:** The Members of the Society shall be those individuals appointed by the Parties to the Environmental Agreement and the Government of Nunavut in accordance with Articles 4.5 and 4.6 of the Environmental Agreement; and
- a) Each Member of the Society is a Director of the Society.
  - b) Alternates to the Members may be appointed in accordance with Articles 4.5 and 4.6 of the Environmental Agreement. In the absence of the Member, the Alternate may assume the duties, responsibilities and powers of that Member.
  - c) The subscribers to the Application for incorporation of the Society shall be the Members of the Society until the first meeting of the Society has commenced.
  - d) Once the first meeting of the Society has commenced, the individuals appointed by the Parties and the Government of Nunavut in accordance with Articles 4.5 and 4.6 of the Environmental Agreement shall be the Members.
  - e) The Society shall conduct its affairs in accordance with these Objects and Bylaws and the *Societies Act*.
3. **Withdrawal and Change of Members:**
- a) Any Member or Alternate of the Society may withdraw from membership in the Society by notice in writing to the Minister, to the Chair of the Society, and to the Parties and Government of Nunavut.
  - b) Each of the Parties and the Government of Nunavut may, from time to time, change the Member or Alternate of the Society appointed by it upon written notice to the Minister and to the Chair of the Society.
4. **Officers:**
- a) The Society shall appoint a Chair, Vice chair and Secretary Treasurer from among their number at each Annual General Meeting.
  - b) Subject to section 7(e), the Chair shall preside at all meetings and shall be responsible for managing the affairs of the Society.

- c) The Vice-Chair shall assist the Chair as required and, in the latter's absence, perform the duties and exercise the powers of the Chair.
- d) The Secretary-Treasurer shall be custodian of the Seal of the Society, be responsible for recording the minutes of meetings, be responsible for the financial management of the Society, and present duly audited financial statements at the Annual General Meeting of the Society.

### 5. Rights of Members:

- a) All Members of the Society shall have the right to take part in all activities and to use all facilities established by the Society for the promotion of its Objects, subject to such rules and resolutions as the Society may from time to time prescribe for specific activities; and
- b) No membership fee shall be charged to any Member.

### 6. Obligations of Members:

- a) Members of the Society shall strive to promote the objects of the Society; and
- b) Members of the Society shall carry out their duties consistently with the Environmental Agreement and any amendments that may be made to that Agreement by the Parties.
- c) The Society may establish one panel of experts to assist in the application and consideration of traditional knowledge, and one panel of experts to assist in the application and consideration of other types of scientific knowledge.
- d) The Society may appoint committees from time to time to help conduct its affairs.
- e) Members 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 Society.
- f) Members may be paid a reasonable per diem to compensate them for work and time spent in the conduct of their duties for the Society, at rates to be established from time to time by a resolution of the Members.

### 7. Meetings

- a) The Annual General Meeting of the Society shall be held between 31 and 180 days after the date of the fiscal year end, at a time, and in a place to be determined by the Society. Notice of the meeting shall be transmitted by methods which will

ensure that it is received by all Members, the Parties and the Government of Nunavut at least thirty (30) days prior to the meeting.

- b) Special meetings of the Society may be called at any time by the Chair or upon the request of any four (4) Members of the Society. Written notice of special meetings shall be given to all Members, the Parties and the Government of Nunavut at least seven (7) days prior to the meeting, and shall specify the purpose of the meeting.
- c) All meetings of the Society shall be open to the Parties and to the Government of Nunavut.
- d) A quorum at meetings of the Society is a simple majority of the Members.
- e) The Society shall hold other meeting at times to be set by the Members. In the absence of the Chair or Vice-Chair meetings may be chaired by a Member chosen by the Members present from among the Members present.
- f) The Society shall establish procedural rules that are not inconsistent with the purposes and principles of the Environmental Agreement.
- g) The Society shall strive to make decisions by consensus at all meetings. Where consensus can not be achieved, decisions will be made by a majority vote.

### **8. Borrowing Powers:**

- a) The Society shall have no power to borrow money.
- b) Nothing in section 8(a) shall be construed as preventing the Society from accepting any grants or donations of monies.

### **9. Disposal of Funds:**

- a) 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.
- b) All disbursements from the Society's bank account shall be made in accordance with policies and administrative procedures established by the Society.

### 10. Auditors:

- a) The appointment and remuneration of Auditors shall be approved by the Society.
- b) 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.

### 11. Seal and Signing Authority:

- a) The Seal of the Society shall consist of the word "seal" inside a circle formed by the words "Environmental Monitoring Advisory Board".
- b) The Seal shall be kept in the custody of the Secretary-Treasurer.
- c) The Secretary-Treasurer and at least one other Officer shall have authority to sign instruments or documents on behalf of the Society.

### 12. Minutes of Meetings, Books and Records:

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

### 13. Fiscal Year:

- a) The fiscal year of the Society shall end on March 31st of each calendar year.

### 14. Distribution of Assets:

- a) 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 Parties 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 Society.

### 15. Arbitration:

- b) Any dispute arising among Members of the Society may be decided by arbitration under the *Arbitration Act*.

### 1.8 Mission Statement

The mission of EMAB is to serve as a forum that enables the sharing of information and the delivery of recommendations in a manner that supports the protection and monitoring of the environment, as well as the promotion of Aboriginal participation, for the benefit of the Parties, regulators and the public.

## 2. FINANCE

### 2.1 Accountability

As per section 4.8(c) of the Environmental Agreement, the Advisory Board shall manage and conduct its affairs in a fiscally prudent, reasonable and cost effective manner and shall to that end endeavour wherever possible to reduce the cost of fulfilling its responsibilities hereunder including by: making full use of information, data and resources that may be available from DDMI or public sources; avoiding the duplication of monitoring and other activities being conducted by DDMI or governmental agencies or departments; and coordinating its activities with those of the board established pursuant to the Socio-economic Agreement, including sharing office space and administrative and secretarial functions where practicable.

### 2.2 Authorities

#### 2.2.1 Spending

Authority to commit to expenditures for goods or services is delegated as follows:

- Executive Director: Single expenditure within a budget line not exceeding \$25,000.00, and up to \$2,000.00 over budget where circumstances require (to be reported to the Board in a timely fashion);
- Executive Committee: Under urgent circumstances, a single expenditure not exceeding \$10,000.00. Such expenditures will be reported to the Board in a timely fashion;
- Board: All expenditures exceeding \$25,000.00.

#### 2.2.2 Payment Authority

Authority to initiate payment for goods or services made in accordance with 2.2.1 is delegated as follows:

- Executive Director: up to \$25,000.00;
- Executive Committee: up to \$30,000.00 under urgent circumstances;
- Board: over \$25,000.00.

#### 2.2.3 Signing Authority

Authority to sign financial instruments in accordance with 2.2.1 & 2.2.2 requires two signatures. The Executive Director and at least two Directors appointed by the Board will have full signing authority.

Authorization of a payment using an online process, such as RBC Express, will require two authorizers appointed by the Board. The individuals appointed as signing authorities by the Board are the authorizers. The Executive Director and Treasurer will be service administrators; both must approve designation of payment authorizers and permissions, or any changes to these.

Cheques or online payments shall not be authorized by the person receiving the payment.

### 2.2.4 Credit Card

EMAB's credit card will be kept in the possession of the Executive Director and may only be used in accordance with 2.2.1. Under no circumstances will EMAB's credit card be used for any non-EMAB expenditures. The Treasurer will review the credit card reconciliation each month.

## 2.3 Purchasing and Contracts

The Board shall manage and conduct its affairs in a fiscally prudent, reasonable and cost-effective manner.

### 2.3.1 Use of Northern Suppliers and Contractors

To the extent practical, the Board shall support northern suppliers and contractors.

### 2.3.2 Quotations for the Purchase of Goods

Purchases exceeding \$5,000.00 will require a minimum of two written quotations

### 2.3.3 Contracts

Tenders will be awarded for the purchase of goods or services. Contracts for goods will be tendered on price. Contracts for services will be based on a Request for Proposal (RFP).

- a) A Terms of Reference (TOR) will be prepared for all contracts.
- b) Requests for submissions on contracts over \$15,000.00 will be publicly advertised.
- c) Where the contract is for less than \$15,000.00, the Board will invite submissions from at least three suitable contractors or, where it is desirable, advertise publicly.
- d) The selection of a successful bid will be based on a combination of expertise, time frame, methodology and price and such other factors that may be appropriate.

### 2.3.4 Standing Offer Agreements

Standing Offer Agreements (SOAs) may be established from time to time to pre-qualify suppliers of goods and services that are required by the Board.

- a) Requests for SOA will be publicly advertised and will request expertise and rates.
- b) A commitment on a SOA must be in accordance with the provisions established in this policy.
- c) SOA will be reviewed annually.

### 2.3.5 Evaluation of Submissions

A formal evaluation process will be established to review all submissions. Tenders will be evaluated on price assuming the goods specifications are as tendered. The request for proposal will clearly state the basis of evaluation i.e. methodology, expertise etc.

### Payment and Time frame

Payment for goods and services will be made within 15 days of approval for payment. In each case contracts for services will set a schedule of payments that will ensure a satisfactory completion of the contract. Final payment will not be made until services are approved.

## 2.4 Travel/Accommodations/Honoraria

As it is in the Board's interests to have a board member or alternate from each Party present at each meeting, EMAB will pay honoraria, travel, per diems and/or accommodations for Aboriginal Party members, other members who do not receive a salary and/or travel expenses while participating, and other invited participants in approved Board activities, in accordance with the Schedule set out in Appendix B. In exceptional circumstances the Executive Committee may authorize that the Board cover travel costs for government members to attend Board meetings.

## 2.5 Budget/Financial Reporting

The Board will implement appropriate procedures to maintain and manage its financial affairs.

### 2.5.1 Fiscal Year

The fiscal year begins on April 1 and ends on March 31 of the following year.

### 2.5.2 Budget

The Board will prepare and approve a comprehensive budget in accordance with the Environmental Agreement, six months prior to the fiscal year end.

### 2.5.3 Audit

The appointment and remuneration of Auditors shall be approved at the Annual General Meeting. 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 and any correspondence from the auditor.

### 2.5.4 Reports

The Board shall review its fiscal position quarterly.

## 2.6 Assessment of Proposals from Parties and Board Members

The Board will assess proposals from Parties and Board members according to the *policy on unsolicited proposals* set out in Appendix C. The Board will use the principles of relevance, budget priority, Party support, partnership, equity, and board input in making its decisions:

- **Relevance** – must relate to EMAB's mandate and provide value to EMAB in achieving its mandate in relation to Diavik. General information on the diamond mining industry will not be considered sufficient. The proponent must show this in their request.
- **Budget Priority** – these are unbudgeted items. In deciding, EMAB needs to consider what existing budgets should be reduced to allow this. It is suggested that EMAB create a small budget for individual Board member attendance at relevant events.
- **Party Support** – proposals should show support from EMAB Parties.
- **Partnership** – proposals that receive partial funding support from other sources will receive higher priority.
- **Equity** – have all Board members had an opportunity to decide whether they would like to participate? Over time, do Board members receive an equal opportunity to participate?
- **Lead Time** – proposal needs to be received with enough time to allow the Board to consider relevance, financial implications and equity.
- **Board Input** – Board members should have an opportunity to have input to any decision that affects the budget

### 2.7 Capitalization

All expenditures that are capital in nature and greater than \$500 will be capitalized.

### 2.8 EMAB support for board member access to technology: computers, software and internet costs

EMAB will provide for each Board member that requires it:

- Laptop computer and basic MS Office software or equivalent necessary for sending and receiving email, preparing or editing documents, preparing or making presentations, or other computer operations required of EMAB members; and will allocate an annual budget of up to \$1000 to cover computer replacement as well as maintenance and internet support costs. Maintenance must be carried out by a qualified technician unless there is a prior agreement. Internet costs will be reimbursed on the basis of 1 Gb per month at the rate charged by the internet provider. Internet and maintenance costs will be recoverable from EMAB on submission of receipts up to the annual maximum.

Board members will indicate their requirement for any communications equipment listed above in writing and will sign a form to indicate the computer is in their possession. If the Board member for a Party is changed, the outgoing Board member will transfer any EMAB-owned communications equipment to the new Board member or return it to EMAB. Board members will have the option to purchase the computer at 30% of original invoiced amount after two years from purchase date; however EMAB will not provide replacement equipment until five years from purchase date.

All equipment and software provided under this policy is owned by EMAB.

### 3. BOARD OPERATIONS

The Environmental Monitoring Advisory Board functions firstly according to its by-laws. The intent of the following procedural rules is to guide the Board in its operations and applies to Members of the Board and personnel employed by the Board.

#### 3.1 Appointments

Appointments are made by the Parties as per section 4.5 of the Environmental Agreement.

##### 3.1.1 Responsibilities of Board Members

Board members are independent of the Party that appointed them, but are not in conflict of interest if they represent the general interest of the Party that appointed them. Board members shall:

- Promote the objectives of EMAB (see “objects” in by-laws)
- Ensure EMAB activities are consistent with the Environmental Agreement
- Keep the Party that appointed them up to date on decisions and activities of EMAB
- Consult with the community(ies) of the Party that appointed them, as applicable, regarding issues raised by EMAB, or by community members, about the environmental management and environmental effects of the mine

#### 3.2 Officers of the Board

The Board shall elect a Chair, Vice-chair and Secretary-Treasurer from the Members for a term of three years. These three positions will constitute the Executive.

##### 3.2.1 The Chair

The role of the chair includes, but is not limited to:

- To call quorum;
- Preside at all Board meetings;
- Directing the affairs of the Board;
- Representing the Board as the spokesperson;
- Supervision of the Executive Director on behalf of the Board.

##### 3.2.2 The Vice-chair

The role of the Vice-chair includes, but is not limited to:

- Assist the Chair as required;
- In the absence of the Chair, perform the duties and exercise the powers of the Chair.

### 3.2.3 The Secretary-Treasurer

The role of the Secretary-Treasurer includes, but is not limited to:

- Custodian of the Seal of the Board;
- Responsible to ensure the recording and completion of the minutes;
- Responsible for the financial management of the Board;
- Present duly audited financial statements at the Annual General Meeting.

### 3.2.4 The Executive

The role of the Executive includes and is limited to:

- Signing authority of cheques;
- Overseeing specific tasks on the direction of the Board;
- Entering into contracts that are consistent with previous direction of the Board.

## 3.3 Attendance

### 3.3.1 Member / Alternate Attendance

In the absence of the Member, the Alternate may assume the duties, responsibilities and powers of the Member at Board meetings. Alternates cannot assume the powers of an Officer.

### 3.3.2 Representative Attendance

In the event that a Member and the alternate cannot attend a meeting, another Representative may be chosen to attend, bringing the member's comments and opinions but abstain from voting.

The Board will pay travel costs and expenses for the representative in the event that a member and alternate cannot attend.

### 3.3.3 Public / Guest Attendance

All areas of Board meetings are deemed open to the public with the exception of matters that are private and confidential i.e. staffing, finances, and conflict resolution.

- Guests are to be invited by means of a written invitation from the Board.
- Travel costs and expenses of invited guests will be paid at the discretion of the Board. Such costs and expenses must be pre-authorized following the appropriate procedures set out in the Operations Manual.
- When a Board meeting is held in an Aboriginal Community, the Board may host a public meeting for community members. The public meeting will usually take place in the evening.

## 3.4 Decisions

### 3.4.1 Decisions by the Chair

Decisions that can be made solely by the Chair, without requiring prior approval of the Board, are:

- General day-to-day operations including signing of routine correspondence;
- Call special meetings, teleconferences, etc.

All decisions will be relayed and reported to the Board in a timely manner.

### 3.4.2 Decisions by the Executive

Decisions that can be made solely by the Executive, without requiring prior approval of the Board, are ones of extraordinary or urgent matters, requiring immediate action. Extraordinary and urgent matters do not include recommendations to DDMI or regulatory authorities. All decisions will be relayed and reported to the Board in a timely manner.

### 3.4.3 Quorum

A quorum at meetings is a simple majority of Members.

### 3.4.4 Decisions by the Board

The Board will make every reasonable effort to reach consensus. In the event that consensus cannot be reached, a decision requires a simple majority.

### 3.4.5 Motions

A motion can be made by any Member of the Board. In the event of an alternate attending in a Member's place, the alternate may make a motion. In the event of another representative attending in place of a Member and alternate, the representative cannot make a motion.

### 3.4.6 Telephone Motions

Telephone motions may be required between meetings only on matters of urgency. Between Board meetings, any two Board members may submit a motion to the Executive Committee who will review it and decide whether the Board should be polled.

Telephone motions will take place during teleconferences. The Chair will poll the Board members and provide the results. A simple majority will be required to carry a telephone motion

Telephone motions will be entered into the minutes at the meeting immediately following the motion.

### 3.4.7 Email Motions

Email motions may be required between meetings only on matters of urgency. Between Board meetings, any two Board Members can submit a motion to the Executive Committee who will review it and decide whether the Board should be polled.

The chair will send out an email to the board asking for the board members to vote. The results will be provided after all voting has been completed

Timelines for voting on email motions will follow the guidelines for the Review Period for draft documents (3.6.2) If, after the appropriate time period, there is any no responses the chair or the Executive Director will attempt to contact the members who haven't responded by telephone. If they cannot be reached it will be considered an abstention.

Email motions will be entered into the minutes immediately following the motion.

### 3.5 Meetings

#### 3.5.1 Location

The Board will meet in the aboriginal communities as often as possible and at the Diavik mine site once a year, if practical.

#### 3.5.2 Frequency

The meeting schedule will be dictated by work requirements.

#### 3.5.3 Teleconference

Meetings held by teleconference will have the same effect and be subject to the same conditions as regular meetings. The Chair will call for all members present to identify themselves at the beginning of the teleconference and for any voting required. It will be each member's responsibility to inform the meeting if they are leaving the teleconference meeting.

#### 3.5.4 In-Camera

The Board may go in-camera to discuss confidential matters, including personnel matters, through a motion to go in-camera. No record will be kept of discussions in-camera. The meeting will leave in-camera through a motion. No motions can be made in-camera except to leave in-camera.

#### 3.5.5 Agenda

The Chair is responsible to set the agenda in consultation with the Executive.

#### 3.5.6 Minutes of Meeting

Minutes of a Board meeting, where possible, must be sent out to the Members no later than 14 days following the meeting. If there is not a quorum for a board meeting, then any minutes taken are unofficial and shall be titled "discussion notes".

### 3.6 Review and approval of draft documents

#### 3.6.1 Circulation of draft documents

Where draft documents are designated for Board review they will be circulated to: Board members, alternates and a maximum of one other designate per Party.

Any legal advice sought by the Board or shared by EMAB must be approved by the Board in advance.

### 3.6.2 Review Period for draft documents

In preferred circumstances, a draft document will be circulated for review and comment, then put forward as a motion at a regular meeting or teleconference. Since Board meetings are not frequent, where this is not possible due to time constraints, or the Board provides direction for an email motion, the following shall normally apply:

- a) Where the issue has been discussed at a Board meeting and direction has been provided to prepare a document for Board review, there will be a minimum four (4) business day period for review.
- b) Where the issue has not been discussed at a Board meeting, a ten (10) business day review period will be targeted.
- c) If, during the review period, there are no significant concerns raised there will be a request for an email motion. Members will be given 4 business days to cast a vote as per 3.6.2.1. Where significant concerns are raised about a draft document, the Chair will determine whether to hold a conference call to discuss the issue or defer the item until the next meeting.

### 3.6.3 Urgent circumstances

Where deadlines dictate, it may not always be possible to provide the minimum review period and/or hold a conference call. In such cases the Chair may request an urgent email vote or telephone vote.

## 4. COMMUNICATIONS

The Environmental Monitoring Advisory Board is committed to effective communication with the members, the Parties, the company, regulators, the public and particularly the Aboriginal Communities using the principles in Article 14 of the Environmental Agreement. EMAB will make use of plain language, summaries of documents and translation to ensure the effectiveness of communication.

### 4.1 Public Registry

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EMAB shall maintain a public registry as required under section 14.3 of the Environmental Agreement. All materials in the public registry will be available to the public.

#### 4.1.1 Content

The EMAB public registry will include all written correspondence, reports and any other materials received by EMAB that relate to the Environmental Agreement.

#### 4.1.2 Location

The EMAB public registry will be located at the EMAB office.

#### 4.1.3 Maintenance

The EMAB public registry will be maintained by EMAB. Materials will be placed in the registry in a timely manner. The registry will be organized in a way that makes material accessible and easy to find.

### 4.2 Translation

EMAB will provide for translation in the appropriate language(s) at public meetings, workshops and other events designated by the Board. Board members will have access to translators to assist them in community consultation. EMAB will pay market rates, as established by industry standards, for translation services.

### 4.3 Communication Plan

As per section 14.2 of the Environmental Agreement, EMAB shall develop a Communication Plan to ensure timely, effective, efficient and consistent communication of information related to the environmental management of the Project.

EMAB will develop posters and a stand-up display for use at community meetings, conferences and workshops. The display and posters will use plain-language, images and graphics, where possible.

EMAB will develop and maintain a website, whose contents will include a description of EMAB, location maps and aerial photos, a list of Board members and contact information, a list of Parties to the Agreement and contact information, documents such

as annual reports, the Environmental Agreement and correspondence with Diavik and responsible authorities and links to their websites.

EMAB will be prepare and update as necessary a brochure and a standard powerpoint presentation to provide current information.

EMAB may host public meetings to provide information to the aboriginal communities. Proceedings of such meetings shall be recorded and transcribed.

#### **4.4 Annual Report**

EMAB will prepare an annual report that will be made available to the public as required under section 4.7 of the Environmental Agreement. The annual report will be completed within 180 days of the end of the fiscal year. The report will include a summary of activities and details of recommendations made by EMAB and any outcome resulting from these recommendations.

#### **4.5 EMAB Documents and Reports**

Documents published by the Board will ensure quality, consistency and credibility throughout by employing consistent style and clear language, non-technical where possible. The Board shall approve final reports and public documents prior to publication. All materials issued on behalf of the Board will be published under the name of the Board, instead of specific authors.

### **5. PERSONNEL**

#### **5.1 Recruitment**

##### **5.1.1 Personnel Committee**

The Board may establish a Personnel Committee to implement Board decisions related to human resources.

The Personnel Committee shall be composed of the Chairperson and two or more Board Members selected by the Board.

The role of the Personnel Committee shall be:

- To draft human resource policy and set out salary levels for the consideration of the Board;

- To undertake recruitment of the Executive Director including position description, advertising, interviewing and, subject to Board approval, negotiating an employment contract and an associated offer of employment;
- To review position descriptions written by the Executive Director for subordinate staff;
- To recommend organizational changes to the Board for its consideration.

### 5.1.2 Position Descriptions

A position description shall be developed for each permanent position and updated from time to time as required.

### 5.1.3 Hiring Policy

To the extent practical the Board shall give hiring priority to qualified applicants as follows:

- Aboriginal as defined in the Environmental Agreement
- Indigenous NWT Aboriginal and Nunavut people
- Resident Northerners
- Others

Each employee will be provided with a current position description and a letter of offer or contract that clearly sets out the terms of employment.

## 5.2 Terms of Employment

### 5.2.1 Hours of Work

Wages are based on a 37 ½ hour week from Monday to Friday.

### 5.2.2 Statutory Holidays

Statutory holidays include:

- New Years Day
- Good Friday
- Easter Monday
- Victoria Day

- Aboriginal Day
- Canada Day
- Civic Holiday (First Monday in August)
- Labour Day
- Thanksgiving Day
- Remembrance Day
- Christmas Day
- Boxing Day

In the event that any of the above holidays fall on a Saturday or Sunday, the Friday prior or the Monday following will be observed as a holiday.

### 5.2.3 Salaries and Wages

Starting salary levels will be determined by the Board for each position based on a recommendation from the Personnel Committee.

Subject to satisfactory performance, each employee's salary will be reviewed annually. Recommended increases must be approved by the Board. These increases will reflect both merit and cost of living increases.

Each employee with six months tenure will receive a cost of living increase on December 31<sup>st</sup> of each year retroactive for the previous year based on the change in the NWT Cost of Living index for that year.

Pay periods for full time employees will be bi-weekly with twenty six (26) pay periods per annum. Where pay day falls on a Statutory Holiday pay cheques will be made available one day prior to the holiday.

There will be no advances on salary.

Salary range for the Environmental Specialist position is \$65,000 to \$80,000 annually plus benefits in accordance with section 5.5. [revised at Nov 29-30'22 meeting].

### 5.2.4 Evaluation

Performance objectives shall be established for each employee.

A written performance evaluation will be conducted prior to the end of the probationary period and then at least once a year by the Chairperson for the Executive Director and by the Executive Director for subordinate staff.

Along with the written evaluation, each staff member will be afforded a face to face discussion with the person responsible for conduction of the evaluation.

Where performance is less than satisfactory best efforts will be employed to assist individuals to improve performance.

### 5.2.5 Probation

All staff will be employed on the basis of a six (6) month initial probationary period. During this period, either the employee or the Board may give two (2) weeks notice to terminate except in cases where an employee may be discharged for just cause. The probationary period may be extended after consultation with the Board.

When staff members are being promoted to positions of increased responsibility and a higher salary commensurate with the new position, there will be a three (3) month probationary period.

### 5.2.6 Termination

The Board can dismiss or suspend employees for unsatisfactory performance of duties or other just cause. In the case of employees, the Executive Director may also dismiss or suspend employees.

Termination is only used as a last resort. If inappropriate behaviour or unsatisfactory performance is not corrected, employees will be given an opportunity to correct the problem through at least two warnings. The second warning will be in writing and presented to the employee in person and fully discussed. It will provide the details of the unsatisfactory performance or other just cause, the corrective action to be taken and the time frame for completion.

On the third offense, the employee may be terminated through written notice outlining the nature of the unsatisfactory performance or other just cause. Notice will be provided by the Executive Director for employees, and by the Chair in consultation with the Board for the Executive Director.

An employee can be suspended without prior warning for just cause. Examples of just cause for immediate suspension will include such incidents as being charged with illegal activities against the organization, conviction for illegal activities against the organization, fraud, gross or continuous disruptive behaviour, offences that threaten the

well-being of others or activities that damage the reputation of the Board such as the deliberate release of confidential information and engaging in activities that result in an employee not being able to fulfil conditions of his/her employment contract.

### 5.3 Leave

#### 5.3.1 Annual Leave

Annual leave must be approved by the Executive Director, or the Chair in the case of the Executive Director, and arranged in advance. Employees are requested to give a minimum of one month's notice of vacation. In general, annual leave must be scheduled so that one staff remains in the office at all times.

Vacation time cannot be accumulated from one year to the next beyond two (2) successive years.

The rate at which an employee earns annual leave is set in their employment contract.

Vacation time will not normally be provided in advance.

#### 5.3.2 Sick Leave:

Any illness causing the absence of an employee must be reported to the office as soon as possible on the first day of absence. Sick leave will be earned at one and one-quarter (1 1/4) sick days per month. Any illness resulting in an absence exceeding three (3) days must be supported by a medical certificate, presented upon return to work. Sick leave days can be accumulated for 2 years to a maximum of 30 days.

A full time employee may request an advance on sick days and approval may be granted from the Executive Director. In a situation where an employee is terminated or leaves his/her position with the Board before accumulating the number of sick days that have been used, a deduction from his/her last pay cheque will be made equivalent to the number of sick days taken above the actual number owing. Employees will not be paid for any accumulated sick leave days when he/she is terminated or leaves his/her position with the Board.

#### 5.3.3 Parental Leave

Maternity leave will be granted without pay for a period not exceeding one year from the date of delivery.

Paternity leave with pay will be granted for the spouse/common-law spouse for a period of five (5) working days. Paternity leave, without pay, will be granted for a period not exceeding one year with one (1) months written notice, in order to care for a new born child within the first year of that child's life.

#### 5.3.4 Cultural Leave

The Executive Director may approve a maximum of one day's leave without pay each year for an employee to participate in cultural activities.

#### 5.3.5 Special Leave

In the event of death in an employee's immediate family or household, up to five (5) consecutive working days of leave with pay may be granted, with notice to the Executive Director and/or the Board.

In the event that an employee is getting married they will be entitled to one day's leave with pay.

For other special circumstances, leave with or without pay may be negotiated with the approval of the Executive Director.

#### 5.3.6 Leave Without Pay

Leave without pay may be negotiated with the Executive Director for such reasons as candidacy for political office, acceptance of temporary outside employment, extended vacation, etc. Where the absence will exceed six weeks, approval from the Directors shall be required.

#### 5.3.7 Court Leave

Leave with pay shall be given for absences required by jury duty, to serve as witness, by reason of being served a subpoena, or being otherwise compelled to appear by a duly authorised body.

#### 5.3.8 Time Off for Voting

Employees shall be excused from their duties for two (2) consecutive hours prior to closing of the polls in the case of municipal, territorial and federal elections.

#### 5.3.8 Relocation

Relocation expenses may be negotiated with new employees where they are not connected to the NWT road system or where their location prior to employment is greater than 100 km by road from Yellowknife.

### 5.3.9 Overtime Pay and Compensatory Time

No overtime is paid but time off in lieu of overtime will be provided, calculated according to the NWT Labour Standards Act. Overtime is to be arranged in advance and approved by the Executive Director.

## 5.4 Training

The Board shall provide training opportunities for all staff for the efficient operation of the office. Career development will be supported on an on-going basis by the Executive Director and the Board through attendance at workshops, seminars, conferences and courses relevant to the Board's mandate and staff responsibilities.

Support may be in the form of time away from duties, reimbursement of fees and registration or travel costs. Authorization to attend training opportunities within working hours and less than five days is within the discretion of the Executive Director. Financial support, or authorization to attend training opportunities longer than five days can be requested through the Executive Director in consultation with the Chair.

Failure to attend authorized training opportunities will result in a loss of pay and expenses equal to the scheduled number of days of the training session or the number of days missed, and may jeopardize the employee's attendance at future sessions.

## 5.5 Employee Benefits

Indeterminate staff will be eligible to receive the Board's benefits package including life, disability, medical and dental coverage. The Board will also provide a Northern Living Allowance of \$10,000 per year. In lieu of pension, the Board will match contributions to an employee RRSP up to \$5,000 per year on receipt of evidence of the employee contribution.

### 5.6 Employment Contracts

Where an employment contract exists between the employee and EMAB, the terms of the employment contract shall take precedence over any terms in this policy which conflict with the employment contract.

### 5.7 Grievance Procedure

When an employee has successfully completed their probation period, and feels he/she has not been treated fairly, they should first discuss the problem with their immediate supervisor. If the problem is not resolved to the satisfaction of the employee, he/she should discuss the problem with the Personnel Committee. This meeting should take place within 10 days of the problem being raised. If the problem is still not resolved, the Personnel Committee will bring the problem to the Board at the next meeting. The Board's decision on the matter is final.

### Appendix A

#### Board Meeting, Community Consultation, Workshops

##### Board Meetings

|                       |                                                                                               |
|-----------------------|-----------------------------------------------------------------------------------------------|
| ▪ Honorarium          | \$ 400.00 per day <sup>1</sup>                                                                |
| ▪ Travel cost         | prepaid or covered by board if paid by member                                                 |
| ▪ Personal automobile | as per current Federal Treasury Board rate                                                    |
| ▪ Accommodations      | must be pre-authorized                                                                        |
| ▪ Meals/Incidentals   | as per current Federal Treasury Board rate                                                    |
| ▪ Travel time         | Lutsel K'e     ½ day each way<br>Behcho Ko     ½ day each way<br>Kugluktuk     ½ day each way |

Daily honorarium, accommodations/meals and travel cost will only be paid if meetings are attended and will be provided at the end of the meeting. On days where members receive a full day honorarium they will not be eligible for an additional travel honorarium. Half the daily honorarium will be provided for attendance of three hours or less. Guests may attend at the invitation of EMAB and guest expenses may be covered as authorized. Two separate cheques will be issued to members covering honorarium and Per Diem. A copy of the expense claim will be provided to members (attached to cheque). The claim and receipts must be submitted within 10 days of receiving the cheque. Rates will be adjusted according to the most recent Federal Treasury Board rates.

An alternate attending a Board meeting in the absence of the member will be paid at the same rates as a member.

For greater certainty the Board will pay travel costs for Board members resident in the NWT or Nunavut from their home community to the meeting location. In most cases meetings will take place in Yellowknife. In situations where a member is not in their home community at the time of a meeting (eg. on duty travel or vacation) their alternate should attend the meeting, or they should participate by conference call.

Where a Board member is not resident in NWT or Nunavut, or is not in their home community at the time of the meeting, and the member/party can demonstrate that the alternate is not available to attend the meeting, the Board will have discretion to cover travel costs when requested, on a case-by-case basis.

##### Board members pre-authorized payments

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<sup>1</sup> Increased from \$375/day by Board Motion September 11'19, along with annual CPI increment going forward

Board members require time to prepare for meetings and to consult with their community(s) on issues related to the Environmental Agreement in between meetings. Board members are pre-authorized to invoice EMAB up to four days per month to cover meeting preparation and community consultation at standard honorarium rates. Note: since 2016 EMAB provides two pre-authorized days per month for Board member preparation, and no longer budgets for, or provides, pre-authorized Community Consultation days.

- ~~■ Meeting Preparation and Community Consultation — up to 4 days/month @ \$400.00/day. Board members will keep a record and provide a brief account of pre-authorized activities — amount of time spent on meeting preparation; date, location and type of community consultation (public meeting, individuals met with etc.) with their invoice for accountability purposes. This account is expected to be a few sentences.~~

Additional payments for preparation and/or community consultation are not budgeted for and will only be considered under exceptional circumstances. In such cases the Board member must request payment for additional days at least two weeks in advance along with detailed reasons. The Executive will have authority to accept or reject the request. Where a request is accepted Board members will be expected to provide a detailed written report on all activities that month prior to the additional payment being issued.

### EMAB Committee Meetings

The Board will set a budget for each committee. The committee can pre-authorize expenditures within the allocated budget. It will be the responsibility of each committee Chair, with the assistance of the Executive Director, to allocate and track the committee's budget to ensure all committee members can participate adequately and that the committee carries out its mandate and assigned tasks within the allocated budget. All rates for committee expenses will be as for Board meetings. Half the daily honorarium will be provided for attendance of three hours or less.

### EMAB Workshops/Public Meetings

Expenses for workshops must be pre-authorized:

- Honorarium      \$400/day for board member  
                         \$250.00/day for delegates
- Translation      \$500.00/day, or \$50/hour for any part of a day to a maximum of 8 hours a day, for translators hired by EMAB. Higher rates may be approved, subject to market conditions.
- Travel            as per industry standard
- Facility Rental    as per industry standard
- Food/Beverages   as per industry standard

Half the daily honorarium will be provided for attendance of three hours or less.

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For greater certainty, EMAB will cover costs of travel from Dettah to meetings in Yellowknife to the extent of mileage or taxi fare; per diem for lunch.



## Appendix B

### Policy on Unsolicited Proposals from Board Members or Parties

EMAB will include a budget line for Board attendance at conferences, workshops and similar events. EMAB prefers to provide partial support with proposals showing additional funding sources receiving higher priority.

EMAB does not include a budget for research proposals; EMAB's support for research proposals will be through a letter of support to other funding organizations or through submission of the proposal to Diavik Diamond Mines Inc. under clause 4.8f) of the Environmental Agreement.

The Board will be informed of any proposals from Parties or Board Members and will have the opportunity to provide input to the decision. Any decisions regarding proposals will be made in accordance with EMAB policies as set out in the Operations Manual, specifically including those listed in 2.7: relevance, budget priority, Party support, partnership, equity, and board input.

#### 1. Research

- a. proposals must be received by EMAB at least two months before proposed start date to allow for circulation to Board members and adequate review. Longer lead times are better. Research proposals submitted less than two months before the proposed start date will not be considered
- b. proposals must show a direct relevance to the purposes and guiding principles set out in the Environmental Agreement and EMAB's mandate as defined in the Environmental Agreement, and provide value to EMAB in accomplishing its mandate. General information on the diamond mining industry will not be considered sufficient. It is up to the organization submitting the proposal to demonstrate relevance.
- c. Proposals should demonstrate that they have sought support from other funding sources as well as EMAB.
- d. Proposals should demonstrate support from the Parties to the Environmental Agreement

#### 2. Attendance at meetings/conferences/training courses

- a. Proposals must be received by EMAB at least two weeks before the proposed event. Proposals received less than two weeks before an event will not normally be considered.
  - b. Proposals to attend an event must clearly show the direct relevance to the purposes and guiding principles set out in the Environmental Agreement and EMAB's mandate and the value to EMAB for accomplishing its mandate. General information on the diamond
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mining industry will not be considered sufficient. It is up to the organization submitting the proposal to demonstrate relevance.

- c. Participants sponsored by EMAB will be expected to provide a written report on the event and demonstrate its value to EMAB
- d. EMAB will make every effort to ensure that there is a rotation between interested Board members attending events on behalf of EMAB
- e. Proposals should demonstrate that they have sought support from other funding sources as well as EMAB.
- f. From time to time decisions will be required on an emergency basis. In such cases the Executive Director and an Executive Member may approve a proposal if the following requirements are met:
  - Direct relevance is demonstrated as in b) above
  - Sufficient funds remain in the Board Attendance budget
  - The person attending the event is not involved in the decision

## Appendix C

### Conflict of Interest Policy [revised at Aug 23-24'22 meeting]

#### Purpose

The decisions and actions of the Environmental Monitoring Advisory Board (EMAB) must be in the best interests of EMAB and its Parties. Board members and staff must not allow a conflict of interest to affect the carrying out of their responsibilities and duties, or to harm the confidence of the Parties or the public by allowing a perception of possible conflict of interest. Although a director may consider the interests of third parties in deciding what is in the best interests of EMAB, the best interest of EMAB must always prevail over the interest of a third party – even the party that appointed a director to EMAB.

#### Definition

Conflicts of interest can include both financial interest and other material interests. In addition to actual conflict of interest, there can also be apparent or perceived conflict of interest.

#### Conflict of interest, or possible conflict of interest, will occur where:

- the director or staff member has a financial interest in a matter to be decided by EMAB that is different from the financial interest of other parties affected by the decision;
- an immediate family member of the director or staff member has a financial interest in a matter to be decided by EMAB that is different from the financial interest of other parties affected by the decision;
- a director's employer has a financial interest in a matter to be decided by EMAB that is different from the financial interest of other parties affected by the decision;
- the director is a director or officer of an organization that has a financial interest in a matter to be decided by EMAB, that is different from the financial interest of other parties affected by the decision;
- a director's actions compromise or undermine the trust which the public and Parties place in EMAB; or
- any other situation or relationship which impairs or could appear to a reasonably informed person to be likely to impair the director's or staff member's ability to act in the best interests of EMAB.

For the purpose of this policy, a Board member representing Diavik:

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- a) may participate in the discussion of any matter that may have a direct or indirect financial impact on Diavik, if the primary purpose of the discussion is to consider an issue other than:
  - a. a specific request for payment by Diavik to EMAB (or EMAB to Diavik);
  - b. a budget request to Diavik; or
  - c. a contract EMAB proposes to enter into with Diavik.
- b) may participate in the discussion of the operating budget (notwithstanding that it will result in a request for funding from Diavik), but shall not be involved in the decision of the amount to be requested from Diavik; and
- c) shall not, without the consent of the Board given in accordance with this policy, participate in the consideration of or vote on any discussion of a matter involving:
  - a. a request by EMAB for payment from Diavik, including budget requests;
  - b. a request for repayment of any amount Diavik claims it is owed by EMAB;
  - c. a contract to be entered into between Diavik and EMAB;
  - d. strategy for negotiations with Diavik on any issue that may affect Diavik's interests; or
  - e. strategy for any hearings, regulatory proceeding or other legal proceedings that may involve Diavik or may affect Diavik's operations.

For the purpose of this policy,

the "financial interest" of a director or staff member shall include the interest of a privately-held corporation in which the director or staff member or an immediate family member of the director or staff member is a shareholder, director or officer;

"immediate family member" includes: spouse, common-law spouse, children, parents, in-laws, or those persons of the member's and their spouse's relations residing in the same household as the director or staff member.

a "financial interest" may be a positive or negative financial consequence, but the amount must be sufficiently material that a reasonable person would see it as likely to influence a decision on an issue.

For the potential for a conflict to exist there must be a specific financial component to the decision being discussed, and the conflict must relate strictly to the issue being discussed, not to hypothetical effects resulting from the decision.

Four areas bear special consideration: hiring, business relationships (including contracting with third parties), purchasing, and promotion of a particular position on matters before the Board. For greater certainty, this policy intends that clause 4.6 i) of the EA will continue to apply i.e. *"No representative shall be deemed to be in a conflict of interest in representing the general*

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*interest of the Party or government that appointed that representative;*” However, the “general interest” of a party would not include a financial interest that is specific to that party and not shared by other parties affected by the decision.

### Guidelines

1. Directors and staff must always act and be seen to act in the best interests of EMAB.
2. **Except where expressly permitted in this policy,** Directors and staff members shall not vote on, discuss (either during a meeting or outside the meeting), or otherwise attempt to influence voting on any matter in which they, their immediate family, their employer, or any organization of which they are a director or officer have a financial interest.
3. Directors and staff cannot use their positions, or information obtained as a result of their position, to provide an unfair advantage to themselves or others, including cases involving approvals and appointments.
4. Directors may represent the general interest of the party that appointed them provided:
  - a) the party does not have a material financial interest in the issue to be decided that is specific to that party; and
  - b) the director exercises their discretion in the best interests of EMAB.

### Types of Conflict of Interest

Although it is not possible to provide an exhaustive list of potential conflicts of interest, they generally fall within broad categories:

- **Self-dealing:** While acting in the director's or staff's EMAB role, the individual makes decisions or takes actions that financially or materially affect them as a private citizen or their immediate family, their employer, or an organization in which they act as a director or officer. This includes business or employment outside EMAB.
  - **Accepting benefits:** In the director's/staff's EMAB role, they accept gifts, services, or other significant benefits valued at more than two hundred dollars that may be perceived to influence the director/staff.
  - **Influence peddling:** The director/staff accepts benefits in exchange for exerting influence or giving preferential treatment to the giver of the benefit.
  - **Using EMAB property:** The director/staff uses EMAB property (e.g. photocopiers, telephones) for non-EMAB business.
  - **Using confidential information:** The director/staff uses confidential information acquired because of EMAB work for private gain, including after they have left EMAB.
  - **Acting against the interest of EMAB:** director/staff acts contrary to the by-laws or policy established by the Board
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### Procedures – Directors

1. It is the responsibility of each director to immediately disclose the existence of any real or perceived conflict of interest and the nature and extent of interest. A disclosure may be made in writing to the Chair before a meeting, or may be disclosed at a meeting prior to the discussion of the matter. If a conflict becomes apparent during the discussion of a matter, the affected director shall declare the conflict at the earliest opportunity during the meeting and shall not participate further in the discussion without the approval of the Board.
  2. Where a director is unsure as to whether he or she has a conflict of interest, the director shall refer the issue to the Board for a decision. The director shall provide full disclosure to the Board of the circumstances which may create a conflict of interest. The Board shall then, by a majority vote, determine whether the director has a conflict of interest under this policy. The decision of the Board shall be final.
  3. Where a director believes that another director or a staff member has a conflict of interest that has not been disclosed in accordance with this policy or at all, the director shall report the concern to the Board with the reasons for the believing a breach of this policy has occurred or may occur. The Board shall allow the director who is alleged to have breached this policy to explain why no breach of the policy has occurred or will occur. If the Board, by majority vote, determines that a conflict or interest exists and has not been properly disclosed as required by this policy, the Board may:
    - a. if no vote has yet occurred,
      1. by majority vote, prohibit the director who failed to disclose the conflict of interest properly from participating in the discussion and voting on the issue that creates the conflict of interest;
      2. by majority vote, permit the director to participate for the purposes and to the extent stated in section 6 below;

or
    - b. where the vote has already occurred, sanction the Director for breaching this policy.
  4. Directors must withdraw from participation in any way in decisions in which they have an actual or potential conflict of interest.
  5. Directors or staff members who are in a conflict of interest shall declare the nature and extent of the conflict and shall leave the meeting without comment prior to any discussion or voting in respect of the application or other issue until a decision is made or deferred. However, if a staff member must remain in meetings in order to fulfill their administrative responsibilities, they shall not participate in any discussion regarding the application or other issue that has given rise to the conflict of interest.
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6. If a Board member declares a conflict of interest or is determined to be in conflict by the Board under section 3, the remaining members of the Board may, by majority vote, allow the director with a conflict of interest to remain in the meeting and to participate in the discussion of the issue for the limited purpose of providing information to the Board, but the director with the conflict of interest shall not attempt to influence the voting when providing such information. For greater certainty, the Board may at any time after having given consent to participate, revoke that consent by majority vote. If the consent is revoked, the affected director shall not participate any further in the discussion.
7. Any proposal for funding submitted by directors in which they, their immediate family, or their friends have a financial interest must be declared to EMAB.
8. Should a director be found to be in conflict of interest that has not been disclosed to the board as required in this policy above, the Board may:
  - a. require the director to provide full disclosure of the nature of the conflict of interest;
  - b. provide a full report on the conflict to the Party that appointed the director; or
  - c. request the resignation of that director if the circumstances warrant their removal from the Board.

### Procedures – Staff

1. It is the responsibility of each staff member to disclose in writing to the EMAB chair and their immediate supervisor, the existence of any real or perceived potential conflict of interest. Particular attention should be paid to hiring, business relationships, purchasing, and promoting a particular position to the Board.
  2. Where a staff member is unsure as to whether they are in a conflict of interest they must declare this to the Board for a decision.
  3. It is the duty of the board of directors of EMAB to decide whether, and to what degree, such individual may participate in any discussions or activities that have given rise to the conflict. Such decisions will be placed on the staff member's personnel file.
  4. Staff must withdraw from participation in any way in decisions in which they, or their immediate family, have a financial or material interest.
  5. Staff members attending meetings, who are in a conflict of interest, shall declare the conflict and leave the meeting without comment prior to any discussion or voting in respect of the application or other issue until a decision is made or deferred. However, if such persons must remain in meetings in order to fulfill their administrative responsibilities, they shall not participate in any discussion regarding the application or other issue that has given rise to the conflict of interest.
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6. Where a staff member is aware that a Director, or another staff, is in a conflict of interest that has not been declared, they have a duty to report this to the Board.
7. Before engaging in any business or employment outside EMAB, employees must request written approval of EMAB. The EMAB Board will make a decision regarding the request and a copy will be placed on the staff member's personnel file.
8. Should a staff member be found to be in conflict of interest that has not been disclosed to EMAB as required in point 1 above, the staff member may be subject to disciplinary action, up to and including possible dismissal.

**All employees and Board members must be familiar with this policy and shall sign the declaration below at the beginning of their term/employment indicating they have read and understand the policy.**

### **Declaration:**

I have read and understand the EMAB Conflict of Interest Policy

\_\_\_\_\_  
signed

\_\_\_\_\_  
date

## Appendix D

### Code of Conduct

The Board represents and makes decisions in the best interests of EMAB. Each Board member takes on a legal and moral duty to make informed decisions, take appropriate actions and properly use authority in developing and achieving EMAB's goals and directions.

1. When individuals are acting as EMAB Board members they must put the interests of EMAB first. They must be loyal to the Board and make decisions in the Board's best interests.
  2. It is the duty of Board members to prepare for meetings by reading all advance materials, and promptly follow through on commitments.
  3. The Conflict of Interest policy is part of this Code of Conduct. Board members and staff will declare any conflict following the Conflict of Interest policy
  4. Board members and staff will maintain confidentiality of information when identified
  5. Board members and staff will follow the laws of Canada as well as EMAB's constitution and by-laws, policies and motions
  6. Board members will not publicly criticize policies and positions adopted by the Board.
  7. Board members will support decisions by management that are based on approved budgets/plans/policies
  8. Board members will recognize that authority rests with the Board, and that individual members' authority only exists where the Board gives such direction.
  9. Board members will resign if they are not abiding by the Code of Conduct, including the Conflict of Interest policy, or find themselves in a situation where their continuation as a Board member undermines the credibility of EMAB; if the member is not sure whether he or she is in such a situation, he or she must ask the Board for a decision and abide by it. Conviction for an indictable offence or declaration of bankruptcy will immediately result in EMAB requesting the Party affected to appoint a new representative.
  10. All directors and staff shall report any potential breach of the Code of Conduct to EMAB at the earliest possible time, and the potential breach will be included on the agenda for the next Board meeting. If urgent action is required between Board meetings, the Executive Committee will address the issue and report its findings and recommendations to Board members in writing.
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## Appendix E

### Policy for use of EMAB Involving and Supporting Communities Budget

Approved July 8, 2021

#### Intent

The intent of the Involving and Supporting Communities budget is to provide an annual update to each Aboriginal Party to the Environmental Agreement. The updates describe EMAB's activities and issues and concerns related to environmental monitoring and management of the Diavik mine. The updates are also an opportunity for community members to ask questions and raise concerns about activities at the mine, or by EMAB. Typically these updates are arranged with the Board member representing the community to ensure they fit with the community's needs, with support from staff who travel to the community and assist with arrangements, presentations and responses to questions. They generally include a meeting with the Lands/Environment Committee or equivalent, a presentation at the school, and a community meeting over supper. Budgets are based on:

- Staff travel to the community
- Hall Rental for the community meeting
- Translators and equipment for the community meeting
- Catering for the community meeting
- Honorarium for Board member to attend meetings.

#### Alternative: Proposals to Board

It is not always possible to arrange for a community meeting with each Aboriginal Party, as described above. When this is the case, Aboriginal Parties may apply to use the funds allocated for an update in the community they represent, in lieu of a standard community update.

#### Proposals

Aboriginal Parties may submit a proposal for consideration by the Board at least a month in advance of the proposed update. It should identify:

- Date, time and topic(s) of the community update
  - How community members will be updated on EMAB activities and issues
  - Description of format and submission date for deliverable.
  - Amount of funding requested, and an itemized budget describing what the funds will be used for: the total amount in any year cannot exceed the amount allocated for the community update in EMAB's Involving and Supporting Communities budget. Amount requested must include any administrative fees that will be charged.
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- Organization that will receive the funding and be accountable for undertaking the meeting, providing an acceptable deliverable and accounting for expenditures.

Up to one day's honorarium is budgeted for Board member participation in organizing and conducting the update, from the Board member consultation honorarium budget line. Any additional Board member costs must be included in the proposal.

The Board will consider the proposal. Approval of the proposal must be through a Board motion. If the proposal is approved, EMAB will advance 90% of the funds approved to the responsible organization. Following receipt of an acceptable deliverable, invoices/receipts and an accounting of expenses, EMAB will reimburse up to the amount accounted for, to a maximum of the amount allocated for the community in EMAB's budget. The relevant portion of an audited financial statement will be acceptable as a project accounting.

### Deliverables

Deliverable must include:

- Date and venue for update
- Number of participants (attach a copy of the sign-up sheet if available)
- Items discussed along with any questions or comments from participants

### Eligibility

To be eligible to submit a proposal, an Aboriginal Party must have provided an acceptable deliverable and accounting for any previous proposals.

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