

# NCH'Ú7MUT ENDORSED BUSINESS REGISTRY APPLICATION AND APPROVAL POLICY

**Category:** Operational Policy  
**Effective Date:** September 7<sup>th</sup>, 2023  
**Last Revised:** None, this is a new document.  
**Owner:** Nch'ú7mut Operational Board  
**Approved By:** Chief Executive Officer  
**Contact:** Manager, Business Opportunities

## A. POLICY STATEMENT

The Squamish Nation (“the Nation”) mandates Nch'kaý Development Corporation (“NDC”) to manage the process of defining and certifying all businesses and all third parties wishing to engage in business opportunities stemming from indigenous economic reconciliation opportunities flowing from government and industry to the Nation.

To realize its mandate, NDC delegates the development and management of the Nch'ú7mut Endorsed Business Registry (“the NEBR”) to an Operational Board. NDC has entrusted Nch'ú7mut Contracting Limited Partnership (“Nch'ú7mut”) with the management of the NEBR. For the purposes of this policy, all work related to eligibility and ongoing management the NEBR shall be conducted by Nch'ú7mut. The NEBR is a database of registered Business Types, designed to assist and support all Nation's member's businesses in the pursuit of business opportunities with the Nation.

Nch'ú7mut shall select and invest in diverse suppliers, helping smaller businesses grow and evolve their products. Nch'ú7mut shall commit to a fair, transparent, and consistent selection process for all applicants wishing to qualify as a certified business and be published in the NEBR. A business profile in the registry will advertise not just the primary service offered by the business but may lead to additional opportunities as they arise. Businesses on the registry will be able to compete for contracts to work with the Nation; enter new supply chains; gain increased visibility and be able to explore Joint Entity opportunities.

Only companies that are certified and approved to be on the NEBR will be eligible to Bid and compete for advertised business opportunities with Nch'ú7mut's support.

As part of its ongoing commitment to advance social and environmental sustainability for the Nation, Nch'ú7mut shall employ procurement practices that address social inequalities and environmental issues. Businesses that are successful on a tender will be expected to contribute to Shared Revenue and Social Investment based on a portion of revenue obtained from doing business, and as deemed appropriate by Nch'ú7mut thereby balancing value for money with positive contributions to the community.

This NEBR Application and Approval Policy, hereafter referred to as the “Policy,” must be read in conjunction with the following Board and Operational Policies: Board Partnerships Policy, Board Principles of Procurement , Subsidiary/Operational Boards Terms of Reference, Business Opportunities Policy, NDC's commitment to Social Justice, Equity, Diversity and Inclusion, and Corporate Social Responsibility Policy.

The Manager, Business Opportunities (“BOM”) is responsible for the implementation of this Policy.

## **AUTHORITY**

This Policy is established by NDC and is governed and constrained by the following:

- Squamish Nation Joint Entity Policy
- Amended and Restated Shareholders' Agreement dated August 16, 2019
- Governance and Financial Planning Rules (“the Rules”)
- Relevant NDC Board Policies as indicated in section A of this Policy.

As an Operational Board, Nch’ú7mut shall adopt and implement all NDC policies and values as its own.

## **C. PURPOSE**

The purpose of this Policy is to:

- Outline the expectations for NEBR members and assist with the development of the Teaming Agreement.
- Support the value exchange for NEBR members where Nch’ú7mut provides letters of support in exchange for NEBR members upholding commitments to Shared Revenue Fee, employment, training and living wage outcomes for Squamish Nation members.
- Qualify businesses enabling them to participate in contracts and do business with the Nation and Nch’ú7mut and to participate in the Bid and tender processes.
- Ensure businesses that qualify to be on the NEBR result from decisions that are transparent, objective, timely, risk assessed and cost-effective.
- Outline the application, reinstatement, renewal, and termination process for businesses to apply to be listed on the NEBR.
- Identify roles and responsibilities in the implementation of this policy.

## **D. OBJECTIVES**

The primary purpose of this Policy is to ensure the standardized selection of applicants for use of procurement of goods, services, and construction. This Policy will provide staff with a guide for making eligibility decisions. It is intended to be a public document, demonstrating Nch’ú7mut’s values of transparency and accountability.

## **E. SCOPE**

This Policy applies to potential and existing businesses on the NEBR.

This Policy will apply to the renewal of existing third-party contracts and/or agreements.

This Policy will not apply to the Squamish Member Business Directory previously known as the Squamish Nation Member Business Directory.

This Policy may be shared with potential suppliers, and external partners, and shall be integrated into any subsequent contractual relationship.

## **F. APPLICATION OVERVIEW AND ELIGIBILITY**

The application process includes the following steps: Application Package request and submission; Application initial review and scoring by the BOM; Application evaluation by a Technical Selection Team (“TST”); Application approval; Issuance of a Certificate of Authenticity. A schematic representation of the Application Qualification Process can be seen in Appendix A.

Nch’ú7mut reserves the right to set and amend parameters on how businesses will be considered for the NEBR.

All procurement decisions made under this policy are subject to the relevant Board Policies and NDC’s Conflict of Interest, Code of Conduct and Whistleblower Policies.

The decision of the TST is final.

To be considered eligible to compete for Nch’ú7mut contracts, it is mandatory for businesses to be successfully registered in the NEBR, and in possession of a Certificate of Authenticity. Consideration may be given to businesses that are pending registration. Eligible Business Types include: NDC Businesses, Member Owned Business, Member Owned Partnership, Industry Joint Entity.

To be successfully registered in the NEBR all applications must satisfy the following eligibility criteria:

### **Mandatory Eligibility Criteria**

- Have corporate values that align with NDC’s values;
- Must have a proven track record of success;
- Must be in reasonable standing & respect within their own sector; from other sectors and other key stakeholders;
- Shall have access to relevant information, resources, and experience;
- Shall have skills & competencies that complement Squamish Nation organizations and/or partners;
- Must demonstrate sound management and governance structures;
- Must be willing to provide a record of financial stability and reliability;
- Must have a stable staffing group, able to deliver the service as required;
- Must have experience and reliability in developing, managing, or executing projects;
- Must be successful at mobilizing & managing resources;
- Shall maintain reasonable communication & reporting protocols;
- Must have excellent safety certifications and record (including being in good standing with WCB);
- Shall maintain reasonable environmental policies & practices; and
- Must be willing to provide, measurable, and enforceable commitment to shared revenue and social investment into the Nation’s community.

### **Additional Optional Eligibility Criteria:**

- Shall be willing to share a wide range of useful contacts; and
- Must be willing to use Members for employment and/or use the Nation’s Business Types for subcontracting opportunities.
- As defined by the Business Types, the TST will provide preferential treatment to vendors that are owned by a Nation Member.

## **Ineligibility**

Businesses that are indebted to the Nation or Nch'ú7mut at the time of application will be required to pay all debts prior to being allowed to apply for the NEBR.

Businesses not in good standing or, that have been previously terminated from the NEBR will not be able to apply for or be considered for Nch'ú7mut's procurement opportunities.

The Operational Board may at their discretion approve a business indebted to the Nation or Nch'ú7mut, to be granted eligibility to apply provided that:

- The business is in good standing with Nch'ú7mut.
- The business has provided adequate documentation regarding the repayment of any debt; and
- The debt is paid prior to the commencement of the application.

## **G. APPLICATION PROCESS**

Businesses seeking to provide goods, services, or construction with Nch'ú7mut must first request an Application Package. Appendix A outlines the NEBR application process through to approval.

The Application Package can be electronically obtained from the BOM.

Any business that requests an Application Package must complete and return all related NEBR Application forms within 6 weeks from the date of receipt.

The Application Package includes a checklist to assist companies in meeting all eligibility criteria and be successful in their application process. The check list should be utilized to outline full or partial compliance with all application requirements. The completed checklist must be returned along with the Application Package.

Businesses must ensure all required and supporting documentation is included at the same time as the application submission.

Incomplete applications will not be reviewed.

### **Application Package Review**

The Application Package will be reviewed in its entirety by the BOM and/or delegates of Nch'ú7mut.

The BOM is the primary contact for all NEBR application related questions.

The BOM shall conduct a preliminary review of the completed submission to ensure all relevant information and supporting documentation is provided to ensure a fair evaluation is provided to each applicant.

Applications that meet preliminary approval by the BOM and/or delegates shall proceed for consideration by the Technical Selection Team ("TST").

## **H. TECHNICAL SELECTION TEAM (TST)**

The Operational Board, as established and appointed by the CEO shall also serve as the TST. Its primary role is to collectively evaluate submissions for consideration to be on the NEBR.

The TST shall meet minimally four times each fiscal year, or more frequently as required.

The TST shall develop and modify evaluation criteria identifying the minimum requirements that are essential to becoming an Endorsed Business.

The TST at its discretion may request and include external advisors to assist in evaluating the application. The external advisor shall not have voting rights.

The TST shall assess and evaluate all applications consistently using the same predetermined criteria.

The TST shall provide written justification for all decisions and for all businesses that are approved or not approved for inclusion in the NEBR.

Where all other factors are equal, the TST will apply preferential application assessment to businesses owned by the Nation or its Members.

The TST shall inform the BOM of the status of all reviewed submissions.

## **I. APPROVALS AND ENDORSEMENT**

The BOM shall notify all companies of the decisions of the TST.

Companies that have been approved to be listed on the NEBR will be notified and issued a 'Certificate of Authenticity' duly signed by all TST eligible voting members. This Certificate notifies the applicant that they are listed on the registry.

Companies that have been approved will receive notification regarding next steps including the onboarding package and details regarding the payment of all applicable fees.

Companies that have not been approved to be listed on the NEBR will be notified accordingly. All approved and not-approved companies may request further information regarding the TST decision.

## **J. APPLICANT FEES**

To maintain eligibility to compete for contracts Industry Joint Entities on the NEBR will be required to pay an annual fee in an amount determined by Nch'ú7mut.

All successful applicants will be required to pay the NEBR Annual Fee. Details will be communicated prior to the application process.

This fee will be applicable for all businesses currently on the NEBR.

The fee schedule shall be as follows:

- Companies <20 employees. Fees consistent with the fee schedule in the Teaming Agreement

- Companies >20 employees. Fees consistent with the fee schedule in the Teaming Agreement
- Industry Joint Entities shall not be levied the annual fee until they have successfully won a business opportunity.
- Member Owned Businesses , NDC Owned Businesses and Member Owned Partnerships shall not pay the fee annually.

## **K. REINSTATEMENT**

The reinstatement process will apply to all former businesses that previously pursued procurement opportunities with Nch'ú7mut or the Nation either on the NEBR or through a 3rd party entity and who wish to reapply or be reconsidered.

Businesses will only be reinstated if the NEBR certificate expires within and up to 60 days of the last valid date. The BOM may at their discretion approve the reinstatement of the business only if the business continues to meet all applicable eligibility criteria.

The BOM may at their discretion request additional information to approve eligibility.

On the approval of reinstatement by the BOM, the business being reinstated will not be required to complete the full application process. The NEBR Annual Fee will apply.

## **L. RENEWALS**

All businesses will go through a renewal review and will be required to pay the NEBR Annual Fee.

Two months (60 days) prior to the expiry date, the Business must initiate the renewal process. If the business continues to be in good standing the BOM will issue a Certificate and renew the application.

The NEBR Annual Fee must be paid prior to the expiry term of the license.

## **M. CANCELLATION**

Businesses who have received a Certificate of Authenticity must inform Nch'ú7mut in writing of the situation and circumstance requiring changes to the registration status.

Nch'ú7mut will make every effort to ensure it maintains good business relationships with all businesses on the NEBR, there may be situations where Nch'ú7mut may be required to cancel the Certificate of Authenticity and remove the name of the business from the NEBR. The effective date of the cancellation will be determined in consultation with the BOM and the business representative.

While it is not possible to list all, potential situations that will trigger a cancellation some of these include:

### **Cancellation of Business Registration**

Any business that ceases to hold a valid business license, because it is no longer engaged in commercial activity, is sold, liquidated, or the assets are converted to personal use will be removed from the NEBR. The business must notify the BOM within one month of the date of cessation.

### **Bankruptcy**

Any business that declares bankruptcy must notify the BOM. Cancellation will not apply to sole proprietorships operating more than one registered business, where one registered business closes down but the other registered business(es) continue to operate. Only the bankrupt business will lose its registration.

### **Termination of an Endorsed Business**

Registration will be cancelled for all businesses in a Partnership or Joint Venture upon dissolution of the Partnership. Recommendations for termination must be brought to the Operational Board for a vote by all three Operational Board Members.

### **Change in Business Status**

Any change to the status of the business will result in a cancellation of the registration. For ex: A sole proprietorship is transferred to a partnership. The original Certificate of Authenticity is no longer valid; however, the partnership may apply for registration under the changed circumstance.

### **Lack of Performance**

Registered businesses providing services or goods will be required to report on progress at regular periods as per the Teaming Agreement. Businesses that perform poorly will be removed from the NEBR if they fail to comply with remedial action as mutually determined.

### **Misalignment with Nch'ú7mut Values**

Any business whose values conflict with those of Nch'ú7mut will be immediately cancelled from the NEBR.

### **Conflict of interest**

Nch'ú7mut has zero tolerance for unethical behaviours. Any business found to be in breach of NDC's Conflict of Interest Policy and Code of Conduct will be immediately removed from the NEBR and all existing contracts will be terminated. Violations or breaches pursuant to the Conflict of Interest Policy and the Code of Conduct will be addressed consistent with the procedures outlined in those policies.

## **N. ROLES AND RESPONSIBILITIES**

### **The Nation's Council**

- Receives annual report from NDC on the status of companies and outcomes of the NEBR.

### **NDC Board of Directors / Business Operations Committee**

- Reviews quarterly and annual reports on activities relating to the NEBR.
- Reports to Council on the status of companies and outcomes of the NEBR.

### **Chief Executive Officer**

- Reviews and reports quarterly and annually to the Board on activities relating to the NEBR, and the status of TST decisions.
- Reviews reports on the status of the NEBR and TST decisions.
- Approves hiring of technical experts to assist in the evaluation.

### **Operational Boards/TST**

- Manages the registration and application process on behalf of Nch'ú7mut.
- Assigns resources to the Technical Selection Committee, including hiring of external consultants with technical expertise.
- Aligns opportunities available to Nch'ú7mut procurement to owner group business agreement types.
- Approves all operational decisions relating to adding or removing a business from the Registry.
- Reviews Operational Reports on the activities relating to the NEBR and forwards the same to the CEO.
- Functions as the TST to oversee and manage the application process including development of evaluation criteria.
- Notifies the BOM of TST decisions.

### **Business Opportunities Manager (BOM)**

- Functions as the primary liaison between Nch'ú7mut and the businesses on the NEBR.
- Oversees, and administers the Endorsed NEBR.
- Ensures a transparent, consistent, and fair processes for businesses to apply to be added to the NEBR.
- Ensures payment of the NEBR Annual Fee and any other fees as specified in the specific Teaming Agreement by all businesses on the NEBR.
- Conducts 'soft audits' to ensure certified businesses continue to meet ongoing eligibility criteria.
- Certified businesses that do not meet the eligibility criteria will be referred to the TST for decision that may result in removal from the NEBR.
- Outlines recommendations to improve the NEBR including adding or removing businesses from the NEBR.
- Supports the TST in its decision making as required.

## **O. MONITORING AND REPORTING PROCESS**

The NEBR must be reviewed annually to ensure the eligibility of business to remain on the registry and for assessing administration of the NEBR Annual Fee.

The NEBR shall be audited annually.

### **Supplier Relations**

Nch'ú7mut supports good working relationships with all registered businesses. Any business that wishes to lodge a complaint regarding the registration process must complete the Nch'ú7mut Business Complaint Form. (See Appendix B) and submit it to the BOM. Upon receiving a complaint form, the BOM will attempt to resolve the matter within five (5) business days.

Unresolved issues will be referred to the Operational Board. The Operational Board must make every reasonable effort to respond to the complainant within 30 days of having received a written complaint from a supplier.



## P. POLICY BREACH

All individuals are responsible for the actions taken by them in the course of their official duties. Individuals who act contrary to this approved Policy, or who are in a conflict of interest may be deemed to have engaged in misconduct and may be subject to disciplinary measures, as applicable, and/or held financially liable for the consequences of their actions.

## REFERENCES AND RELATED AUTHORITIES

This policy should be read in conjunction with the:

- The Squamish Nation Joint Entity Development Policy
- Business Opportunities Procurement Policy
- Board Subsidiary/Operational Boards Terms of Reference
- Conflict of Interest Policy
- Principles of Procurement
- Corporate Social Responsibility Policy
- Board Partnership Policy
- Finance Policy (Delegation of Authority Table)
- Commitment Statement to Social Justice, Equity, Diversity, and Inclusion

## APPENDICES

- A. Qualification Process for the Nchu'7mut Endorsed Business Registry
- B. Supplier Complaints Form
- C. Supplier Code of Conduct
- D. Supplier Commitment Letter

## DEFINITIONS

**Application Package** is a form sent to all businesses requesting inclusion in the Business Registry.

**Bid** is a submission from a vendor or supplier to a project proponent in direct response to an advertised competition by Nch'ú7mut in exchange for Nch'ú7mut's endorsement of the vendor with the proponent.

**Business Registry Annual Fee** implies an amount that will be charged to a business if that wishes to be retained on the Nch'ú7mut Endorsed Business Registry.

**Business Types** implies one of a category of businesses such Member Owned Business, Member Owned Partnership, NDC Owned Business, or Industry Joint Entity.

**Endorsed Business** refers to independent organization (vendor or supplier) that has met the requirements and is certified to do business with Nch'ú7mut.

**Industry Joint Entity** a business with two or more parties working together for mutual benefit without surrendering ownership. The business is not owned by a Squamish Nation member, or the Nation.

**Joint Entity/Joint Entities** a business with two or more parties working together for mutual benefit without surrendering ownership. For the purpose of this Policy, Joint Entity is business relationship between Nch'ú7mut and a third-party company (NDC Owned Business, Member Owned Business, Member Owned Partnership, Industry Joint Entity). The parties must agree to collaborate with Nch'ú7mut to deliver Best Value for Squamish Nation members.

**Legal Entities** implies individuals, corporations, trusts, or Partnerships established for the purpose of conducting business.

**Member** means any person who is a 'member of the band' as that phrase is defined in the Squamish Nation Band Membership Code dated July 14, 2000, and amended April 4, 2013, as amended from time to time of Squamish.

**Member Owned Business** a business owned and operated by a Member of the Squamish Nation.

**Member Owned Partnership** A Member(s) owned conglomerate business that has partnered with one or more industry businesses to pursue work with Nch'ú7mut. Each industry business partner must be endorsed and registered on the NEBR.

**NDC Owned Business** a business owned by Nch'kaý' Development Corporation.

**Nch'ú7mut Endorsed Business Registry** also referred to as the NEBR, is a database of approved Business Types, interested in selling goods or services, and in doing business with the Nch'ú7mut.

**Operational Board** An Operational Board oversees the operations of each of NDC's businesses and is comprised of three members appointed by the CEO. For the purpose of this policy, the Operational Board is Nch'ú7mut Operational Board.

**Operational Board Member** refers to an individual appointed by the CEO to the Operational Board.

**Shared Revenue Fee** implies a fee or total amount of income generated by the sale of goods or services as defined by the Teaming Agreement that is to be shared with the Nation.

**Social investment** <sup>1</sup>implies a contribution to the Squamish Nation community that makes positive social impact, and may include:

- (a) sports & athletics
- (b) language & culture
- (c) education, employment, and training
- (d) health & wellness
- (e) children & family

**Squamish Nation Member Business Directory** implies to the registry specific to Nation Member entrepreneurs.

---

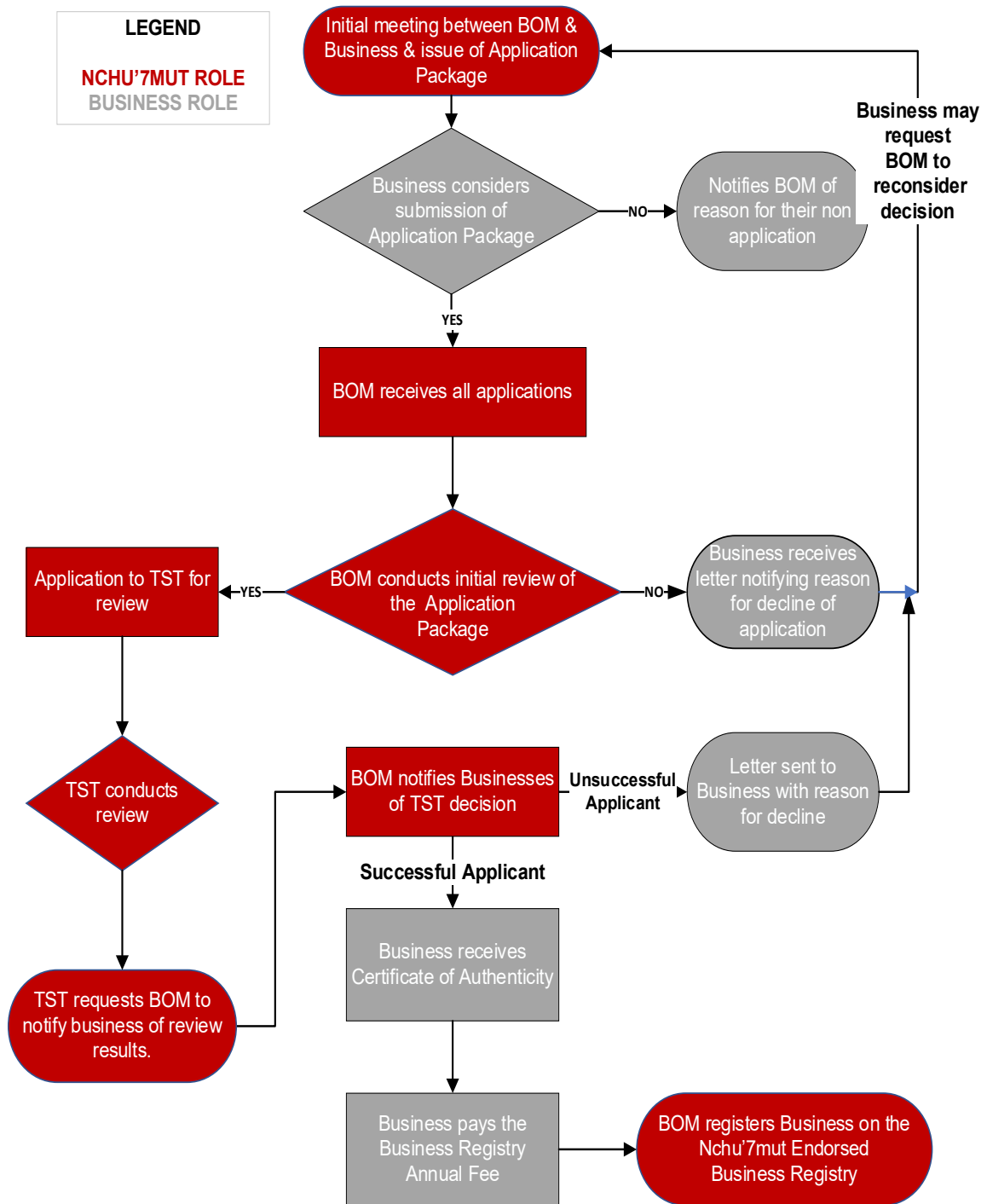
<sup>1</sup> The Squamish Nation Joint Entity Development Policy. Part 2.1

**Teaming Agreement** is a type of commercial contract that governs the relationship between Nch'ú7mut and an Endorsed Business in support of their bid or tender application to provide goods or services and other work in relation to a project operating within the territory of the Squamish Nation.

**Technical Selection Team (TST)** means a committee consisting of the Nch'ú7mut Operational Board.

# APPENDIX A

## QUALIFICATION PROCESS FOR THE NCHU'7MUT ENDORSED BUSINESS REGISTRY



## APPENDIX B

### NCH'Ú7MUT BUSINESS COMPLAINT FORM

\*All complaints must be received within 30 days of incident. All complaints will be assessed by a committee. Please provide as much detail as possible so that the committee can assess your complaint in a fair and equitable manner to ensure compliance with the policy.

| <b>Complaint Information</b>  |                   |
|---|-------------------|
| Business Name:  | Phone #:          |
| Email:  | Address:          |
| Contact Name:   | Contact Position: |
| Invoice #:  | Project Name:     |
| Date of Complaint:  |                   |
| Describe, in detail, the nature of the complaint (include all relevant background information): |                   |
| <b>Nch'ú7mut Information</b>  |                   |
| Date Received by Nch'ú7mut:   |                   |
| Received By:  | Contact email:    |
| History of Interactions with Nch'ú7mut Business:  |                   |
| Proposed Corrective Action:   |                   |
| Date of Proposed Action:  |                   |
| Future Steps to Avoid Similar Complaint:  |                   |
| Follow up Date:   |                   |
| Committee Members:  |                   |

Please attach any additional information not contained above to this complaint form.

\_\_\_\_\_ Nch'ú7mut Employee Completing Form

\_\_\_\_\_ Signature

## APPENDIX C

### SUPPLIER CODE OF CONDUCT

Nch'kaŷ Development Corporation is committed to delivering the social, environmental and economic goals established by the Squamish Nation for its communities. Nch'ú7mut is committed to the same ethical standards, values and goals as NDC. As one of our suppliers, you play a vital role in helping us achieve our goals. This Supplier Code of Conduct (the 'Code') outlines the high ethical standards and behaviours expected from us, by our subsidiaries, our partners, suppliers and all those with whom we conduct business.

We may elect to not work with or cease to collaborate with partners and suppliers who do not meet our expectations.

#### **We are committed to the highest ethical standards.**

When conducting business with Nch'ú7mut you can expect us to:

- ✓ comply with all applicable laws, regulations, policies and procedures.
- ✓ comply with Fair Trade practices.
- ✓ act with integrity and openness
- ✓ demonstrate fairness and transparency in all of our transactions.
- ✓ disclose any perceived or real conflicts of interest.
- ✓ promote fair and open competition whilst seek value for money and innovative solutions.
- ✓ adopt procurement processes that enable ease of doing business with us.
- ✓ publish details of contracts awarded as required by legislation.
- ✓ protect and prevent the release of commercial-in-confidence information.
- ✓ refuse to accept or seek financial or non-financial benefits from prospective, current or previous suppliers.
- ✓ provide timely responses to information requests, including tender briefings
- ✓ investigate all complaints.

#### **We expect our partners to commit to our ethical standards.**

When conducting business with Nch'ú7mut, we expect that you will:

- ✓ comply with all applicable laws, regulations, policies, procedures.
- ✓ ensure third parties acting on your behalf are made aware of and comply with this Code.
- ✓ act with integrity and openness
- ✓ conduct business in an ethical and safe manner .
- ✓ disclose any perceived or real conflicts of interest.
- ✓ not discuss or disclose dealings with NDC or Nch'ú7mut to the media without approval.
- ✓ pay your suppliers / contractors on time.
- ✓ ensure the security and proper use of NDC assets and materials.
- ✓ not offer Nch'ú7mut's or NDC employees/contractors any financial or non-financial benefits
- ✓ respond to reasonable requests for advice and information.
- ✓ report breaches of this Code to Nch'ú7mut or NDC.

**Compliance, Ethics and Conduct:** In all our transactions, we conduct our business ethically and lawfully. We collaborate with suppliers who demonstrate fair and ethical business practices while providing a safe work environment and integrating health and safety management practices into their operations. Suppliers must comply with all applicable laws and regulations relating to labour laws, fair trade practices, human rights, and workplace health and safety standards.

**Conflicts of Interest:** We strive to ensure that personal activities and interests of our employees do not conflict with their responsibilities. We expect our suppliers not to offer gifts, hospitality, financial or non financial benefits to any Nch'ú7mut, NDC or Squamish Nation employee, contractor or Subcontractor. Nch'ú7mut employees/contractors/Subcontractors are expected not to request or accept gifts and must decline all such offers.

Conflicts of interest, whether real or perceived, must be immediately reported to the Chief Executive Officer. Please become familiar with the Conflict of Interest Policy.

**Commitment to Social Justice, Diversity, Equity and Inclusion:** We support the United Nations Declaration of the Rights of Indigenous People. We will engage with suppliers who demonstrate their commitment to diversity, equity and inclusion in their business practices. Suppliers are also expected to demonstrate a commitment to advancing reconciliation as called for by the Truth and Reconciliation Commission's Calls to Action and support the implementation of the Declaration of the Rights of Indigenous Peoples Act

**Confidentiality and Fairness:** All suppliers are expected to conduct their business with honesty, fairness, and due diligence, upholding Nch'ú7mut's values.

Suppliers and Nch'ú7mut will respect and honour each other's confidentiality and will be transparent in their dealings.

**Environmental sustainability:** We are committed to being stewards of our land and protecting the oceans and waters in the regions we live and work. We will engage with suppliers who share our commitment to preserve the environment by implementing environmentally responsible policies and practices. We expect our suppliers to comply with applicable environmental laws and regulations that regulate hazardous materials, waste, air and water emissions.

**Fees:** All potential and approved Suppliers will be required to pay an NEBR Annual Fee in an amount determined by Nch'ú7mut and as communicated by the Business Opportunities Manager prior to the application process.

All pending and approved suppliers will be required to contribute to a Shared Revenue Fee based on a portion of revenue obtained from doing business.

**Social Investment:** We are committed to enriching the lives of all Squamish Nation members and the communities in which they live. We will engage with suppliers who support our commitment to social, economic and institutional development of our communities.

## **Breach or non-compliance with this Code**

Any corrupt or unethical behaviour including non-compliance with this Code when doing business with Nch'ú7mut could lead to one or more of the following:

- ✓ termination of current contracts
- ✓ ineligibility to participate in future work.
- ✓ loss of reputation
- ✓ investigation for corruption
- ✓ matter being referred to law enforcement for criminal investigation.
- ✓ suspension or removal from prequalification processes and interview arrangements

If you are concerned about a potential breach, breach or non compliance of this Code, that could involve fraud, corrupt conduct, or maladministration you should report this directly to the Manager Business Opportunities or to the Chief Executive Officer.



## APPENDIX D

### SUPPLIER COMMITMENT LETTER - CODE OF CONDUCT

This letter must be signed and returned to NDC by all Business Registry applicants. Non-completion and return of this letter by any applicant will result in that applicant being excluded from the Business Registry application process.

Nch'kaŷ Development Corporation's Supplier Code of Conduct must be read in conjunction with the corporate Code of Conduct, Conflict of Interest and Whistleblower Policies.

All potential and successful applicants are to familiarise themselves with the above mentioned NDC policies and must include in their application response this Commitment Letter, addressed to the contact officer listed below.

[insert tenderer name]  
[insert address]

[insert date]

[Insert Nch'ú7mut officer name]

[insert Nch'ú7mut address]

Insert reference of request for tender

### SUPPLIER COMMITMENT DECLARATION

I acknowledge that:

- a. Nch'ú7mut as an Operational Entity of NDC has adopted all NDC's standards values, policies, and practices. As an Nch'ú7mut supplier I agree to comply with the same.
- b. Nch'ú7mut is committed to ethical, sustainable, and socially responsible procurement.
- c. NDC has an Employee Code of Conduct, Supplier Code of Conduct, Whistleblower Policy, and the Conflict of Interest Policy. Collectively, they describe the expectations of conduct from all suppliers in relation to:
  - i. Individual Integrity;
  - ii. Compliance, ethics, and conduct;
  - iii. Conflicts of interest;

- iv. Commitment to Social Justice, Equity, Diversity, and Inclusion;
- v. Confidentiality and transparency;
- vi. Environmental sustainability
- vii. Fees; and
- viii. Social investment

- d. I have read and understood NDC’s expectations of suppliers as set out in the Supplier Code of Conduct and agree that my organization will comply with it, if selected to supply goods and / or services to Nch’ú7mut.
- e. I have read and understood the following related policies: Procurement Policy, Employee Code of Conduct, Whistleblower Policy, and the Conflict of Interest Policy.
- f. I will disclose any relationship, activity or personal interest that might impair or influence my judgment or my decisions. I will promptly report to the CEO any situation that will or could place me in conflict with the interests of Nch’ú7mut.
- g. I understand that I will be in possession of Confidential Information relating to Nch’ú7mut, NDC, its Subsidiaries/Operational Entities and the Nation, and I will respect the confidentiality of information acquired in the course of my work or service except when authorized to do so in the performance of my duties or am otherwise legally obligated to disclose.
- h. The expectations outlined in the Supplier Code of Conduct and related NDC policies are not intended to minimize, modify, or replace any other obligations imposed by any applicable law, regulation, or policy;
- i. NDC may update and amend the Code as needed.

.....  
 Name: \_\_\_\_\_ Signature: \_\_\_\_\_  
 .....

Position: \_\_\_\_\_ Organization: \_\_\_\_\_  
 .....

Date:

Attachments:

1. Nch’ú7mut Endorsed Business Registry Application and Approval Policy
2. Supplier Code of Conduct
3. Employee Code of Conduct
4. Conflict of Interest Policy
5. Whistleblower Policy
6. Supplier Commitment Letter