

**NORTHWEST ARCTIC BOROUGH ASSEMBLY
RESOLUTION 23-05**

A RESOLUTION OF THE NORTHWEST ARCTIC BOROUGH ASSEMBLY ACCEPTING A DONATION FROM TECK ALASKA TO SUPPORT ECONOMIC DEVELOPMENT PROJECTS WITHIN THE NORTHWEST ARCTIC BOROUGH, AND FOR RELATED PURPOSES.

WHEREAS: the Northwest Arctic Borough is the home rule regional government for Northwest Alaska that provides essential programs and services to improve the quality of life for Borough residents; and

WHEREAS: the Borough Community and Economic Development Department promotes community and economic enhancement, research, and development consistent with the traditional culture and values of the people of the region; and

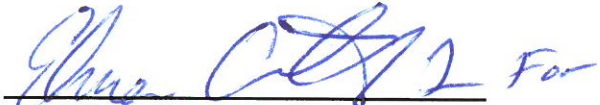
WHEREAS: the Borough does this through the identification of programs and services that will encourage such development; coordination with other agencies and governments within and outside the region; direct administration of grant, loan, and marketing programs; and the collection and distribution of employment, education, and other demographic data; and

WHEREAS: Teck Alaska wishes to provide financial support to the Borough to help develop and nurture small- and medium-sized businesses and to support diversifying the economy and providing a foundation for long-term economic stability and success; and

WHEREAS: the Borough wishes to accept a donation from the Teck Alaska in the amount of \$149,500 to support economic development projects in the Borough.

NOW THEREFORE BE IT RESOLVED: the Northwest Arctic Borough Assembly approves acceptance of a donation from Teck Alaska to support economic development projects in the amount of \$149,500 and authorizes Mayor Dickie Moto, Sr. to execute any required documents for the donation award.


PASSED AND ADOPTED THIS 28th DAY OF FEBRUARY 2023.


Nathan Hadley, Jr., Assembly President

PASSED AND APPROVED THIS 28th DAY OF FEBRUARY 2023.


Dickie Moto, Sr., Mayor

SIGNED AND ATTESTED TO THIS 28th DAY OF FEBRUARY 2023.


Stella Atoruk, Borough Clerk

ATTEST:



DONATION AGREEMENT

This Donation Agreement (the "**Agreement**") is made as of the 5th day of January, 2023 (the "**Effective Date**") between

Teck Alaska, Incorporated with a head office at 2525 C Street, Ste. 310, Anchorage, AK 99503 ("**Teck**");
and

Northwest Arctic Borough, with a head office at 163 Lagoon Street, Kotzebue, AK 99752 (the "**Organization**")

(individually a "**Party**" and collectively, the "**Parties**")

NOW, THEREFORE, in consideration of the premises and the mutual agreements contained herein and the mutual benefits to be derived from this Agreement, the Parties hereby agree as follows:

1. PAYMENT OF DONATION

Teck shall donate in the amount of \$149,500 US dollars (the "**Donation**") to the Organization in accordance with the following schedule

- (a) The first payment of \$78,500 shall be paid within thirty (30) calendar days after the Agreement is signed by both duly authorized representatives.
- (b) The second payment of \$71,000 shall be paid after January 1, 2024, within thirty (30) calendar days after the Organization provides an invoice to Teck, on or before February 29, 2024.

2. TERM AND RENEWAL

- 2.1 This Agreement will commence on the Effective Date and, unless terminated earlier in accordance with the provisions of this Agreement, remain in full force and effect until February 28, 2025 (the "**Term**").
- 2.2 Teck shall have the right, exercisable upon notice to the Organization no later than sixty (60) days prior to the end of the Term, to enter into exclusive, good faith negotiations with the Organization in respect of the renewal or replacement of this Agreement. Unless otherwise agreed to by the Organization and Teck, such renewal negotiations will not exceed thirty (45) days.

3. OBLIGATIONS OF THE ORGANIZATION

- 3.1 The Organization will use the Donation to help develop and nurture small- and medium-sized businesses in the Northwest Arctic Borough region, to support diversifying the economy and providing a foundation for long-term economic stability and success (the "**Project**"). The Project will further support the following goals and objectives:
 - (a) Help Northwest Arctic Borough community members start and expand local businesses that meet the needs of their communities,
 - (b) Train Northwest Arctic Borough community members to be entrepreneurship facilitators, making it possible for the knowledge gained to continue,
 - (c) Improve quality of life in Northwest Arctic Borough communities, as entrepreneurship brings additional economic activity and provides needed services in the community.

4. MEASURING AND REPORTING

- 4.1 The Organization will, at least once during the Term, provide to Teck digital assets, including photos or videos and stories that Teck may use in its communications. Teck may request additional public relations ("PR"), photos and field stories, which will be provided at the discretion of the Organization. The Organization will ensure that it has obtained appropriate waivers and releases for any digital assets, PR, photos or field stories provided by the Organization to Teck to be used by Teck in external communications.
- 4.2 The Organization will provide Teck with a quarterly project report (a "**Project Report**") and an annual progress report (a "**Annual Report**"). The Organization will provide Teck with an end of project report (the "**Completion Report**" and together with the Annual Report and Project Reports, the "**Reports**") within three (3) months after the obligations of the Organization have been completed. The Reports will include, but not be limited to the following:
- (a) Project budget for the reporting period and a financial utilization summary;
 - (b) Summary of activities and progress toward the Obligations of the Organization and Key Performance Indicators (KPIs);
 - (c) Digital assets and stories that Teck may use in its communications, where feasible; and

5. TECK RECOGNITION

- 5.1 Teck will be recognized as a partner on the Organization's website, in at least three (3) social media posts, each as approved by Teck in advance. Teck's social media handles are explicitly listed in [Appendix "A"](#).
- 5.2 Teck will be recognized as a "sponsor" of the project on event signage and marketing materials for Teck supported events listed in Section 6, each as approved by Teck in advance.
- 5.3 The Organization will highlight Teck's Donation in relevant media releases, each as approved by Teck in advance.
- 5.4 The Organization will recognize Teck as a "sponsor" on the donor wall in the lobby of the Organization as well as on the Organization's website. Teck will provide the Organization of the proposed recognition for consideration and use by the Organization.
- 5.5 The Organization will recognize Teck with a feature story and image, each either provided or approved by Teck in advance, in its Annual Report and on its website.
- 5.6 Teck acknowledges and agrees that the Organization receives sponsorship in a variety of forms from various individuals and corporate entities, and that as such, recognition of Teck shall not be exclusive. Nothing in this Agreement will preclude the Organization from obtaining additional funding from other sources, including corporations, governmental agencies, foundations and individuals, and, subject to Teck's consent, the Organization may use Teck's name as a partner and the Donation amount in seeking additional funding.
- 5.7 The recognition provided by the Organization to Teck will be not less prominent than that provided to other corporate sponsors making similar donations.

6. BENEFITS

- 6.1 The Organization will use its best efforts to organize at least two (2) visits during the Term for Teck representatives and relevant stakeholders to a site or venue with a view to providing Teck with an opportunity to see and hear first-hand accounts of the impact of the Donation.

7. LICENSE

- 7.1 **Grant of License to the Organization.** Teck hereby grants the Organization, for the Term of this Agreement, a non-transferable, non-exclusive, royalty-free license to use the trade-marks, registered or unregistered, of Teck that are explicitly listed in [Appendix A](#) (collectively, the "**Teck Marks**") for the sole purpose of identifying Teck as the sponsor of the Organization and for performing its obligations under this Agreement. The Organization will use the Teck Marks subject to and strictly in accordance with the guidelines, directions and specifications provided by Teck from time to time, including, without limitation those on [Appendix C](#). The Organization will not make use of the Teck Marks without Teck's prior written approval, provided that once such use has been approved by Teck, the Organization may use Teck Marks for substantially similar purposes or materials without obtaining further approval from Teck provided that the Organization will provide prior notice to Teck of all usage of such Teck Marks. The Organization expressly acknowledges and agrees that it has no right, title or interest in the Teck Marks except the restricted and authorized use of the same as set out in the Agreement. From time to time, Teck will be entitled upon reasonable notice to review all documents and materials which contain, use or display the Teck Marks. The Organization agrees that the benefit and goodwill associated with the Teck Marks will enure entirely to Teck. The Organization will not itself and will not assist, permit, or encourage any other person or entity to do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Teck Marks, or Teck's interest in the Teck Marks.
- 7.2 **Grant of License to Teck.** The Organization hereby grants to Teck for the Term of this Agreement, a non-transferable, non-exclusive, royalty-free license to use, for the sole purpose of identifying Teck as the sponsor of the Organization, the trade-marks, registered or unregistered, of the Organization that are explicitly listed in [Appendix B](#) (collectively, the "**Organization Marks**"). Teck will use the Organization Marks subject to and strictly in accordance with the guidelines, directions and specifications provided by the Organization from time to time. Teck will not make use of the Organization Marks without the Organization's prior written approval, provided that once such use has been approved by the Organization, Teck may use the Organization Marks for substantially similar purposes or materials without obtaining further approval from the Organization; provided that Teck will provide the Organization with prior notice of all usage of such Organization Marks. From time to time, the Organization will be entitled upon reasonable notice to review all documents and materials which contain, use or display the Organization Marks. Teck expressly acknowledges and agrees that it has no right, title or interest in the Organization Marks except the restricted and authorized use of the same as set out in the Agreement. Teck agrees that the benefit and goodwill associated with the Organization Marks will enure entirely to Organization. Teck will not itself and will not assist, permit, or encourage any other person or entity to do anything or omit to do anything that might impair, jeopardize, violate, or infringe the Organization Marks, or the Organization's interest in the Organization Marks.
- 7.3 Each Party will respond to requests to review and approve the use of its marks within fourteen (14) business days after receiving such request, unless otherwise agreed upon by the Parties.
- 7.4 Notwithstanding anything else in this Agreement, the Organization shall not use Teck's name in any news releases, press releases, announcements or other publicly available material without the prior written consent of Teck.
- 7.5 Each Party shall defend and indemnify the other Party against all claims, actions, judgments, damages, fines, penalties, costs and other expenses (including, without limitation, reasonable legal fees and disbursements) arising out of the indemnified Party's use of the trademarks, trade names or logos of the indemnifying Party as permitted through this Agreement.

8. TAXES

- 8.1 Upon receipt of the Donation or each installation payment of the Donation from Teck, as applicable, the Organization shall issue to Teck an official receipt in respect of the full amount of Donation or installation payment received. Such official receipt shall be prepared in prescribed form and contain all prescribed information as required by the Internal Revenue Code and the regulations thereto.

9. INSURANCE

At all times while this Agreement is in effect, the Organization shall maintain comprehensive general liability insurance covering personal injury, bodily injury (including death), and property damage. Upon request by Teck, the Organization shall furnish Teck a copy of a certificate confirming the requisite insurance is in place.

10. TERMINATION

- 10.1 Notwithstanding any other provision of this Agreement, a Party (the "Terminating Party") may terminate this Agreement effective immediately if the other Party engages in conduct which, in the reasonable opinion of the Terminating Party, reflects negatively on the good name, goodwill or reputation of the Terminating Party and such conduct is not remedied within 30 days of receipt by such Party of notice from the Terminating Party of such conduct.
- 10.2 In the event this Agreement is terminated by Teck in accordance with Section 10.1, Teck shall be entitled to a partial refund of the Donation by either (1) a prorated amount calculated by multiplying the Donation amount by a fraction, the numerator of which is the number of days from the Effective Date to the date the termination notice is received by the Organization and the denominator of which is the number of days in the Term, or, (2) the remaining balance calculated by the unencumbered and unspent portion of the donation, whichever amount (1) or (2) is less.
- 10.3 Notwithstanding the foregoing, Sections 7.5, 8 and 11 shall survive termination or expiration of this Agreement.

11. INDEMNIFICATION

Each Party shall indemnify and hold the other Party, its affiliates and its and its affiliates' employees, directors and officers harmless from any and all losses, claims, actions, damages, and expenses (including, without limitation, reasonable legal fees and disbursements) arising out of or resulting from: (a) a breach of this Agreement by the indemnified Party or any of its officers, directors or employees under this Agreement; or (b) any act or omission of the Indemnified Party, including without limitation, any acts or omissions undertaken in furtherance of performing its obligations under this Agreement.

12. NOTICES

Unless specifically provided otherwise in this Agreement, wherever any notice, communication, demand, invoice, approval or other document is required or permitted to be given, sent or delivered by one Party to another under this Agreement, then it will be in writing and may be delivered personally, by facsimile, electronic mail or sent by a recognized courier service. Any such notice, communication, demand, invoice, approval or other document so personally delivered or sent by facsimile or courier will be deemed to be given when actually received and will be addressed as follows:

If to the **Organization**:

Northwest Arctic Borough
163 Lagoon Street, Kotzebue, AK 99752

Attn: Fritz Westlake, Sr.
Email: fwestlake@nwabor.org

If to Teck:

Teck Alaska
2525 C St., Ste 310, Anchorage, AK 99503

Attn: Wayne Hall
Email: wayne.hall@teck.com

With a copy to:

Teck Resources Limited
3300 - 500 Burrard Street
Vancouver, BC
Canada, V6C 0B3

Attn: Corporate Secretary
Email: corporate.secretary@teck.com

Either Party may change its address or email address for notices upon giving prior written notice of the change to the other Party in the manner provided above. Any change to a Party's contact information as set forth herein shall be provided by notice to the other Party in accordance with this Section 12.

13. GENERAL PROVISIONS

- (a) Amendments. No addition to, deletion from or other modification of any of the provisions of this Agreement shall not be valid unless made in writing and signed by an authorized representative of each of the Parties hereto.
- (b) Jurisdiction. The Agreement will be governed by and construed in accordance with the laws of the State of Alaska. For the purpose of all legal proceedings this Agreement will be deemed to have been performed in the State of Alaska and the courts of the State of Alaska will have jurisdiction to entertain any action arising under this Agreement. The Parties each hereby attorn to the jurisdiction of the courts of the State of Alaska.
- (c) Entire Agreement. The Parties to this Agreement acknowledge that it is a negotiated agreement, and that they have had the opportunity to have this Agreement reviewed by their respective legal counsel. This Agreement constitutes the entire agreement between the parties hereto respecting the subject matter hereof, and there are no understandings or agreements between them respecting the subject matter hereof, written or oral, other than as set forth herein.
- (d) Confidentiality. The terms and conditions of this Agreement are confidential and shall not be disclosed directly or indirectly to any third parties without the prior written consent of both Parties. Each Party shall maintain in confidence and shall not use or disclose any confidential business, operational or marketing information received from the other Party in connection with this Agreement without the other Party's written consent or as required by law, and shall promptly return or, at the option of the other Party, destroy all such information of the other Party upon the termination of this Agreement. Teck acknowledges that the Organizer is an Alaska Municipal Corporation and that this contract is subject to

public review and disclosure as required by the Northwest Arctic Borough Municipal Code and state law, with notice of such disclosures made to Teck.

- (e) Relationship of Parties. This Agreement does not constitute any Party as the agent of the other, or create a partnership, joint venture or similar relationship between the Parties, and neither Party will have the power to obligate or bind the other Party in any manner whatsoever.
- (f) Severability. If any one or more of the provisions contained in this Agreement is invalid, illegal or unenforceable in any respect in any jurisdiction, the validity, legality and enforceability of any such provision will not in any way be affected or impaired thereby in any other jurisdiction and the validity, legality and enforceability of the remaining provisions contained herein will not in any way be affected or impaired thereby.
- (g) Assignment. This Agreement may not be assigned by either Party without the prior written consent of the other Party.
- (h) Binding effect. This Agreement will enure to the benefit of and be binding on each of the Parties to this Agreement and its respective successors and permitted assigns.
- (i) Signing. This Agreement may be executed in counterparts, both of which, when delivered will be deemed to be an original and all such counterparts together will constitute one and the same instrument. Signing of this Agreement and transmission of the signed Agreement by electronic means shall be acceptable and binding upon the Parties hereto.

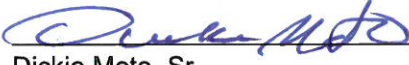
[Remainder of this page intentionally left blank; signature page follows.]

In witness whereof, the Parties hereto have executed this Agreement by having their duly authorized representative(s) sign their name in the respective space provided below effective as of the Effective Date.

For Teck Alaska

By: _____ (signature)
Les Yesnik
General Manager
I have the authority to bind Teck

For Northwest Arctic Borough

By:  _____ (signature)
Dickie Moto, Sr.
Mayor
I have the authority to bind the Organization

APPENDIX A

Teck Marks:

Social media:

- Twitter: @TeckResources
- Facebook: TeckResourcesLtd.
- LinkedIn: Teck Resources Limited

Teck Marks:

Teck

One-colour black (positive) version



White (reverse) version

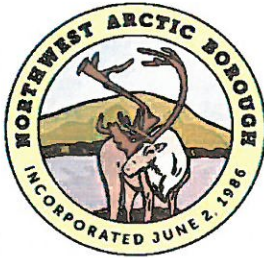
APPENDIX B

Northwest Arctic Borough Marks:

Social Media:

- Twitter: @ -- NONE AT THIS TIME
- Instagram: @ -- NONE AT THIS TIME
- Facebook: "Northwest Arctic Borough" (<https://www.facebook.com/northwestarcticborough/>)
- LinkedIn: -- NONE AT THIS TIME

Organization Marks:



APPENDIX C

Teck Branding Guidelines

A. Terms of Use

1. The Organization will not:
 - (a) use any trade-marks, names, logos or other similar identifications, registered or otherwise of Teck that is not listed in [Appendix A](#), or any mark or name confusingly similar thereto;
 - (b) obtain any right, title or interest in or to any of Teck's trade-marks, names, logos or other similar identifications (including the Teck's Marks);
 - (c) misuse in any way the Teck Marks;
 - (d) use the Teck Marks, or assist in any manner whatsoever, to impugn or challenge the validity or ownership of Teck's Marks;
 - (e) take any action that would tend to destroy or diminish the goodwill of Teck's Marks; or
 - (f) use any Teck Mark in any manner not specifically authorized by this Agreement.
2. Teck does not grant the Organization any right or license under this Agreement to sell, or otherwise distribute for sale, any items incorporating Teck's logo.

B. Brand Guidelines

The Organization must not:

1. Alter Teck Marks letterforms by stretching, squeezing or redrawing them;
2. Change the color of any Teck Marks;
3. Place any Teck Mark on a background that does not provide sufficient contrast;
4. Recreate any Teck Mark or reset it using a different font;
5. Deconstruct any Teck Mark and treat in a vertical manner;
6. Place any Teck Mark on graphic or illustrated backgrounds;
7. Rotate any Teck Mark to any degree; or
8. Add any graphic styles or filters to any Teck Mark, such as drop shadows or inner/outer glows.