

Treaty of the Tribal Internet Gaming Alliance

July 25, 2013

Preamble

We, the signatory tribal nations, do hereby exercise our inherent sovereign right to enter this treaty and establish an inter-governmental treaty organization with the powers and authority that we delegate to it. The treaty organization that we hereby create is called the Tribal Internet Gaming Alliance (TIGA). TIGA's mission is to facilitate, offer, regulate and promote legal internet gaming on behalf of its member tribes, consistent with the highest standards of security, integrity and accountability.

Each member tribe has ratified this treaty pursuant to its tribal law, custom, or tradition and agrees to work cooperatively with the other member tribes in recognition and in honor of the political, social, cultural and economic alliances that have existed between tribes since time immemorial.

TIGA shall operate in accordance with the Indian Gaming Regulatory Act and all other laws of the United States of America for the benefit of its member tribes.

Article I: Purposes

The member tribes enter this treaty for the following purposes:

1. To establish the Tribal Internet Gaming Alliance (TIGA) as an inter-governmental treaty organization of sovereign tribes, capable of exercising certain delegated governmental powers on behalf of each member tribe.
2. To act together, through TIGA, to facilitate, offer and promote legal internet gaming for the benefit of TIGA's member tribes.
3. To ensure that TIGA's member tribes maintain the sole proprietary interest in the internet gaming activities offered by TIGA.
4. To self-manage the internet gaming operations through the TIGA Business Committee and TIGA staff and to ensure that TIGA's member tribes are the primary beneficiaries of the internet gaming activities offered by TIGA.
5. To establish the TIGA Gaming Commission and charge that Commission to create and implement a world-class internet gaming regulatory system that will ensure the integrity of TIGA's internet gaming activities, protect the security of patron accounts, prevent criminal activity, and safeguard TIGA's internet gaming revenues for the governmental benefit of TIGA's member tribes.

Article II: Membership

1. Membership in TIGA is open to any federally recognized Indian tribe within the United States of America satisfying the membership criteria that may be set forth in TIGA's bylaws.
2. In order to claim the rights, privileges and responsibilities of TIGA membership, a tribe must ratify this treaty under its tribal law, custom or tradition and must demonstrate to the satisfaction of the TIGA Treaty Council that it has met the membership criteria that may be set forth in TIGA's bylaws. Admission into TIGA shall be memorialized by an addendum to this treaty containing documentation of each member tribe's treaty ratification.
3. Any member tribe may withdraw from TIGA for any reason at any time by providing written notice from the member tribe's governing body to the Chairperson of the TIGA Business Committee. Withdrawal immediately forfeits all of the withdrawing tribe's rights and privileges with TIGA including, but not limited to, the right to participate in TIGA's activities, maintain representation on any TIGA body, use TIGA's property, and share in net revenues generated after the tribe's withdrawal. No refund of any dues will be paid, except as may be approved by the Treaty Council.

Article III: Power and Governance

1. TIGA is a governmental body of its member tribes. Its powers and authority are limited to those that are delegated to it by each member tribe under that tribe's law. TIGA has no authority to bind any member tribe in its individual capacity. No member tribe shall be responsible for the acts or omissions of TIGA or any other member tribe. Any and all sovereign rights and powers vested in the member tribes shall not be abridged by this treaty or any powers delegated to TIGA. Nothing in this treaty shall be construed as a waiver of, or limitation on, the sovereign immunity of any member tribe, or as authority for TIGA or any person associated with TIGA to waive the sovereign immunity of any member tribe.
2. It is the intent of the member tribes that TIGA be afforded the same protection of sovereign immunity as its member tribes. No member tribe can waive TIGA's sovereign immunity, attorney-client privilege or any other privilege or protection, except through the TIGA governance system established herein.
3. By ratification of this treaty, each member tribe hereby provides a nonexclusive delegation of authority to TIGA to exercise the following powers on behalf of each member tribe, but only so far as is consistent with this treaty:
 - a. To offer, self-manage and promote legal internet gaming.
 - b. To regulate, license and tax activities related to the internet gaming conducted by TIGA.
 - c. To acquire, hold, use, distribute and dispose of property in all forms.

- d. To borrow funds and grant security interests in TIGA's property, subject to the express limitation that TIGA shall not incur obligations in excess of its ability to pay, as required by the terms of the subject lending agreement.
 - e. To negotiate, enter, perform or cancel contracts and inter-jurisdictional agreements.
 - f. To enjoy the sovereign immunity of the member tribes, to sue in any court or bring a claim before any tribunal, and to waive its sovereign immunity by express waiver in order that it may be sued in an appropriate court or be brought before another tribunal under appropriate circumstances, but with the limitation that any waiver of sovereign immunity must be limited to the assets of TIGA, exclusive of the assets of any member tribe.
 - g. To hire, manage, evaluate, promote and fire staff.
 - h. To apply for and obtain gaming licenses issued by any federal, tribal, state, or foreign jurisdiction.
 - i. To conduct press activities, develop and publish information, participate in trade associations and otherwise market and promote itself and its activities.
 - j. To advocate for laws, regulations or policies that increase the opportunity for tribal governments to offer internet gaming, and to oppose laws, regulations or policies that would prevent or decrease such opportunity.
 - k. To take any other action consistent with this treaty.
4. All property held by TIGA shall be managed for the joint benefit of TIGA's member tribes. No individual member tribe or subgroup of member tribes may have ownership rights to any TIGA property, except through the TIGA governance system and dissolution provisions established herein. Under no circumstances can one member tribe or subgroup of member tribes use TIGA's property for its sole use and benefit without the express consent of the TIGA Treaty Council.
5. There shall be a TIGA Treaty Council composed of three representatives designated by each member tribe under the member tribe's own law, custom or tradition, but subject to any criteria that the Treaty Council may adopt. Tribes are encouraged, but not required, to designate one representative from the tribal governing body, one representative from gaming operations, and one representative from the tribal gaming regulatory body. The term of each tribal representative to the Treaty Council shall be designated by the member tribe designating the tribal representative. The Treaty Council shall meet periodically and as needed according to TIGA's bylaws. Each tribal representative on the Treaty Council shall be entitled to one vote on all matters before the Treaty Council.
6. By secret ballot, the Treaty Council shall elect from its membership a TIGA Business Committee and a TIGA Gaming Commission. The Business Committee and Gaming

Commission each shall meet regularly and as needed according to their respective bylaws. Each member of the Business Committee and Gaming Commission shall be entitled to one vote on all matters before those respective bodies.

7. The TIGA Business Committee shall be composed of a Chairperson, Vice-Chairperson, Treasurer, Assistant Treasurer, Secretary, Assistant Secretary and three Members-at-Large, each to serve terms set by the TIGA Treaty Council.
8. The TIGA Gaming Commission shall be composed of a Chairperson, Vice-Chairperson and Secretary, each to serve terms set by the TIGA Treaty Council.
9. To qualify as a candidate for the Business Committee, a tribal representative must pass any background check and satisfy any licensing requirement adopted by the Gaming Commission.
10. No tribal representative may serve on the Business Committee and the Gaming Commission at the same time.
11. TIGA shall indemnify all member tribes, Treaty Council representatives and TIGA employees, for so long as each has such a relationship with TIGA, for reasonable expenses actually and necessarily incurred in connection with the defense of any civil action, suit or proceeding in which the tribe or person is made a party by reason of being associated with TIGA, except in relation to matters as to which such tribe or person shall be adjudged to be liable for gross negligence, willful misconduct in the performance of duty, or otherwise acting beyond the scope of his or her duties. TIGA shall also indemnify all member tribes, Treaty Council representatives and TIGA employees, for so long as each has such a relationship with TIGA, for reasonable costs of settlement of any such action, suit or proceeding if it shall be found by the Treaty Council that it is in the best interest of TIGA that such settlement be made and that such tribe or person did not commit gross negligence, willful misconduct or did not otherwise act beyond the scope of his or her duties.
12. No member tribe shall impose any tax or assessment on TIGA or its activities. This provision does not prohibit fee-for-service arrangements.

Article IV: Treaty Council

1. The TIGA Treaty Council shall have the following exclusive powers:
 - a. To adopt and amend TIGA bylaws not in conflict with this treaty, which may include criteria for tribes to join and maintain membership in TIGA and criteria for appointed tribal representatives to participate on the Treaty Council. The criteria for tribes to join and maintain membership in TIGA may include requirements to adopt certain amendments to the respective tribes' gaming ordinances in order to authorize TIGA's internet gaming activities and delegate responsibility to license and regulate such gaming to the TIGA Gaming Commission.

- b. To determine whether a tribe meets the membership criteria required to join and maintain membership in TIGA and to determine whether an individual meets the tribal representative criteria required to participate on the Treaty Council.
 - c. To expel for cause a tribe from TIGA or a tribal representative from the Treaty Council, after written notice and an opportunity for a hearing before the Treaty Council or a TIGA dispute resolution body, which will then provide a recommendation to the Treaty Council.
 - d. To reinstate an expelled tribe or tribal representative.
 - e. To elect, suspend or recall members of the TIGA Business Committee and TIGA Gaming Commission, and to set the terms for each such elected position.
 - f. To set an annual budget for the TIGA Gaming Commission.
 - g. To create and empower other committees for purposes consistent with this treaty.
 - h. To tax activities related to the internet gaming conducted by TIGA.
 - i. To determine whether dues or investment shares shall be collected from member tribes or subgroups of member tribes, and if so, to set the amounts and collection policies of such dues or investment shares.
 - j. To adopt rules that govern how, when, and under what circumstances the TIGA Business Committee is to allocate TIGA's net revenues between member tribes.
 - k. To adopt rules that govern how, when, and under what circumstances any member tribe or subgroup of member tribes may use TIGA property.
 - l. To adopt rules that govern what stipends and expenses shall be paid to the TIGA Treaty Council representatives, Business Committee members, Gaming Commission members, and any other members of a TIGA committee or dispute resolution body.
 - m. To adopt rules for the designation and operation of a TIGA dispute resolution body that will hear appeals from decisions of the TIGA Gaming Commission, adjudicate disputes between TIGA member tribes or Treaty Council representatives, and adjudicate disputes between TIGA and TIGA staff or former staff, which determinations shall be final and not subject to further review.
 - n. To make non-binding recommendations to the TIGA Business Committee relating to the business operations of TIGA and to the TIGA Gaming Commission relating to the regulation of TIGA's internet gaming activities.
 - o. To take any other action consistent with this treaty.
2. There shall be the following limitations on the powers of the Treaty Council:

- a. The Treaty Council shall *not* have the authority to take action in conflict with any duly authorized action of the Business Committee, Gaming Commission, or duly designated TIGA dispute resolution body.
 - b. The Treaty Council shall *not* have the authority to dictate how any member tribe uses its TIGA net revenue distributions.
 - c. The Treaty Council shall *not* adopt TIGA membership criteria that prohibit any member tribe from offering or regulating any other internet games in compliance with all applicable federal, state, tribal and foreign jurisdiction laws.
3. Unless specified otherwise, all decisions and recommendations of the Treaty Council shall be made by a simple majority vote of a quorum of the Treaty Council, taken on the record to be made available to any Treaty Council representative. Notwithstanding the preceding sentence, all elections by the Treaty Council shall be conducted by secret ballot, and the Treaty Council may adopt a resolution to enable voting on any other specified matter by secret ballot.
 4. A quorum of the Treaty Council shall be at least two thirds of the duly appointed tribal representatives to the Treaty Council. Votes may be cast in person, by absentee ballot, or through electronic or telephonic means within 48 hours of a vote being called pursuant to TIGA's bylaws. All decisions of the Treaty Council shall be memorialized in writing and certified by at least two Treaty Council representatives.

Article V: Business Committee

1. The TIGA Business Committee shall have the following exclusive powers:
 - a. To adopt and amend TIGA Business Committee bylaws not in conflict with this treaty or TIGA's bylaws, and to set rules, policies and procedures for its business operations.
 - b. On behalf of TIGA, to make business decisions and exercise any TIGA power relating to business decisions in furtherance of TIGA's mission.
 - c. To set its own budget.
 - d. To manage TIGA's finances and internet gaming operations.
 - e. According to rules adopted by the TIGA Treaty Council, to distribute TIGA's net revenues to member tribes and to fund the TIGA Gaming Commission.
 - f. To make non-binding recommendations to the TIGA Treaty Council regarding the exclusive powers of the Treaty Council set forth in Article IV, Paragraph 1.

- g. To implement the decisions of the TIGA Treaty Council exercising its exclusive powers set forth in Article IV, Paragraph 1, and to respond to recommendations of the TIGA Treaty Council relating to the business operations of TIGA.
 - h. To facilitate meetings and votes of the TIGA Treaty Council.
 - i. To incorporate TIGA or a subsidiary corporation under any federal, tribal, state, or foreign law, as may assist TIGA to achieve the purposes of this treaty.
- 2. Unless specified otherwise, all decisions and recommendations of the Business Committee shall be made by simple majority vote of a quorum of the Business Committee, taken on the record and recorded by written resolution certified by at least two Business Committee members. Notwithstanding anything in this treaty to the contrary, in appropriate circumstances the Business Committee may delegate one or more of its powers by express, limited delegation to one or more members of the Business Committee or TIGA management staff in order to facilitate TIGA business.
- 3. A quorum of the Business Committee shall be five members, including either the Chairperson or Vice-Chairperson. Votes may be cast in person, by absentee ballot, or through electronic or telephonic means within 48 hours of a vote being called pursuant to the TIGA Business Committee bylaws.
- 4. Notice of all meetings of the Business Committee shall be provided to all Treaty Council representatives and all meetings of the Business Committee shall be open to any Treaty Council representative.

Article VI: Gaming Commission

- 1. The TIGA Gaming Commission shall have the following exclusive powers:
 - a. To adopt and amend TIGA Gaming Commission bylaws not in conflict with this treaty or TIGA's bylaws.
 - b. To adopt and implement internet gaming regulations including, but not limited to, TIGA Business Committee and staff licensing standards, vendor licensing standards and fees, internal control standards, technical standards, auditing standards, ethics requirements, reporting requirements, and dispute resolution procedures for players, licensees, and license applicants.
 - c. To access all records and any property in the control or possession of the TIGA Treaty Council, TIGA Business Committee or TIGA staff for the purposes of investigation, auditing and reporting to the TIGA Treaty Council.
 - d. To conduct background investigations, issue licenses, hold hearings, compel testimony, suspend licenses, and revoke licenses.

- e. To issue reports, warnings, notices of violation, and penalties.
 - f. To make recommendations to the TIGA Treaty Council or the TIGA Business Committee regarding any matters under the control of those respective bodies.
 - g. To cooperate with other government agencies in the furtherance of their missions.
 - h. To hear and resolve disputes brought by any player, licensee, or license applicant, subject to appeal before a TIGA dispute resolution body designated by the Treaty Council.
 - i. To acquire and dispose of property, enter contracts, hire and manage staff, and pay its expenses for the purposes cited in this paragraph.
2. Unless specified otherwise herein, all decisions of the Gaming Commission shall be made by simple majority vote of a quorum of the Gaming Commission, taken on the record and recorded by written resolution certified by at least two Gaming Commission members. Notwithstanding the preceding sentence, in appropriate circumstances the Gaming Commission may delegate one or more of its powers by express, limited delegation to one or more members of the Gaming Commission or its staff in order to facilitate licensing or regulation.
3. A quorum of the Gaming Commission shall be two members. Votes may be cast in person, by absentee ballot, or through electronic or telephonic means within 48 hours of a vote being called pursuant to the TIGA Gaming Commission bylaws.

Article VII: Effective Date, Amendments, Dissolution

- 1. This treaty shall take effect upon ratification by three member tribes.
- 2. This treaty may be amended, but not terminated, by a vote of at least two thirds of the tribal representatives to the Treaty Council.
- 3. This treaty shall be in effect, and TIGA shall continue to exist, for as long as there are at least three member tribes. If the circumstance occurs that TIGA has only three member tribes, and one of those member tribes then withdraws from TIGA, then the last remaining two member tribes shall wind up TIGA's affairs, dissolve TIGA and any subsidiary corporations, and divide TIGA's assets to be owned evenly between the last two member tribes.