



EXECUTIVE COUNCIL OF THE
CENTRAL COUNCIL OF THE TLINGIT & HAIDA INDIAN TRIBES OF ALASKA

Resolution EC 26-38

Title: Limited Waiver of Sovereign Immunity for Scribe Master Services Agreement

WHEREAS, the Central Council of Tlingit & Haida Indian Tribes of Alaska (Tlingit & Haida) is a federally recognized tribe with more than 38,000 citizens; and

WHEREAS, pursuant to the Tlingit & Haida Constitution, the Executive Council is the governing body of Tlingit & Haida when the Tribal Assembly is not in session; and

WHEREAS, the Tribal Assembly is not in session; and

WHEREAS, Tlingit & Haida seeks to use Colony Lab, Inc.'s d/b/a Scribe ("Scribe") software services in order to streamline workflow through process documentation and tutorial creation (the "Services"); and

WHEREAS, Tlingit & Haida has entered into the Scribe Master Services Agreement ("Agreement") in order to access and utilize Scribe's Services; and

WHEREAS, the Agreement requires a limited waiver of sovereign immunity for disputes arising out of and relating to the Agreement; and

WHEREAS, Article V, Section 4(a)(2) of Tlingit & Haida's constitution states that waivers of sovereign immunity are "disfavored" and are only to be granted when it is "necessary to secure a substantial advantage or benefit to Tlingit & Haida;"



NOW THEREFORE BE IT RESOLVED, that the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska finds that granting a limited waiver of sovereign immunity is necessary to execute the Colony Lab, Inc. (“Scribe”) Master Services Agreement (“Agreement”) for Scribe’s software services and to streamline workflow through process documentation for Tlingit & Haida operations; and


BE IT FURTHER RESOLVED, that Tlingit & Haida expressly, unequivocally, and irrevocably waives its sovereign immunity from suit (“Waiver”) and will not raise sovereign immunity as a defense in a judicial action brought therein by Scribe, subject to the following limitations:

1. Notwithstanding any applicable statute of limitations or other law, the Waiver shall be enforceable while the Agreement is in effect and the Waiver shall expire when the term of the Agreement expires or the Agreement is otherwise terminated; however, the Waiver shall remain in effect for any proceeding then pending in arbitration or a court action at the time of termination or expiration, as well as all appeals therefrom, until such matters have been finally determined, or as otherwise stated in the Agreement;
2. The Waiver applies solely with respect to claims or causes of action arising out of the Agreement that are brought in accordance with the laws of the State of California;
3. The Waiver is solely in favor of Scribe and does not extend to any other person, company, or entity;
4. The Waiver does not waive the immunity of Tlingit & Haida’s employees, officers, agents, Community Councils, and/or members;
5. This Waiver is not to be construed as a waiver of or consent to attachment, execution, levy, encumbrance, or other judicial process upon:
 - a. Any real property, or interest in real property, of Tlingit & Haida or its sub-entities, whether held in fee, in trust for the benefit of Tlingit & Haida or any tribal citizen by the United States, or as restricted fee simple land; or
 - b. Any federal, state, or grant funds held, or to be received by, Tlingit & Haida, in trust or otherwise; or
 - c. Any assets used primarily in connection with the provision of customary governmental services, such as those related to health, safety and welfare, by Tlingit & Haida or any of its sub-entities; or

- d. Any other property against which recourse is prohibited by applicable state or federal law.

ADOPTED this 26th day of March 2026, by the Executive Council of the Central Council of Tlingit & Haida Indian Tribes of Alaska, by a vote of 6 yeas, 0 nays, 0 abstentions and 0 absences.

CERTIFY



President Richard J. Peterson

ATTEST



Tribal Secretary Jacqueline L. Pata