



**Memorandum of Understanding
Working Toward a Métis-Specific Health and Cancer Strategies**

Between

Métis Nation-Saskatchewan ("MN-S"), Ministry of Health

And

Dr. Gary Groot at the University of Saskatchewan ("the researchers")

(collectively known as "the Parties")

Preamble

WHEREAS the history of Canada has been greatly influenced by the Métis people who emerged in the west central North America with their own language (Michif), culture, traditions, and self-government structures;

WHEREAS Métis people have played an important role in the history of Canada, guiding the early explorers and working for fur traders;

WHEREAS Métis people refer to themselves as Métis, and are referred to by others as the Métis Nation

WHEREAS this recognition of the participation of the Métis people in the development of Canada is noted in section 35(2) of the Canadian Constitution, 1982, which states that the Aboriginal peoples of Canada includes the Indian, Inuit, and Métis peoples of Canada;

Whereas the University of Saskatchewan's Department of Community Health and Epidemiology, recognizes and respects that the Métis Nation and Canada have committed to reconciliation and a nation-to-nation, government-to-government relationship to renew the relationship through cooperation, to further Métis self-government, while respecting Métis rights and ending the status quo;

WHEREAS the University of Saskatchewan's Department of Community Health and Epidemiology, recognizes and respects that Canada and the Métis Nation are further committed to reconciliation and a nation-to-nation, government-to-government relationship



through establishing a permanent bilateral mechanism between Canada and the Métis National Council and its Governing Members.

WHEREAS the mission of the University of Saskatchewan's Department of Community Health and Epidemiology, is to improve health through health research and education, building on the strengths of their people through partnerships;

And,

WHEREAS both parties recognize the need for conducting community health research to ensure the evidence-based policies and effective programs for the improvement of Métis people's health and wellbeing;

NOW THEREFORE Métis Nation-Saskatchewan (MN-S) and Dr. Gary Groot on behalf of the University of Saskatchewan's Department of Community Health and Epidemiology, enter the Memorandum of Understanding (MOU).

Vision/Goals/Objectives

The parties share a common vision:

- To understand the cancer journey of Métis patients in Saskatchewan
- To understand the existing supports available to Métis cancer patients in Saskatchewan
- To explore the gaps in supports for Métis cancer patients in Saskatchewan
- To develop strategic priorities for Métis Nation-Saskatchewan related to cancer care and supports for Métis citizens

Memorandum of Understanding (MOU) Purpose

The purpose of this MOU is to:

- Establish the relationship between the parties regarding cancer related research projects about Métis
- Acknowledge the Métis Nation-Saskatchewan's ownership and control on any health-related data that will be collected by the parties
- Acknowledge the sensitive nature of personal health information and the need to maintain the privacy and security of that information
- Acknowledge that traditional cultural practices and customs is sacred to Métis and must be handled with care and secrecy
- Acknowledge that emancipatory research projects will be the norm that combines traditional and innovative forms of research
- Acknowledge Métis desire to maintain the Saskatchewan Métis research and data governance framework that includes any research outputs and publications

Therefore, the Parties have the following understandings:



1. Process

- 1.1. A mutually agreed-on process will be developed to prioritize any specific research projects. Specific research projects must be documented and mutually agreed to between the parties prior to the project start in a form mutually agreeable to the parties.
- 1.2. All research projects shall minimally include:
 - 1.2.1. How the project contributes to the Vision, Goals and Objectives of the Parties
 - 1.2.2. An academic and community-informed research plan that includes a budget
 - 1.2.3. A requirement for MN-S and Métis communities to approve a project
 - 1.2.4. How Elders will be involved in a project
 - 1.2.5. Any other terms specific to the project including, for example, provisions relating to funding, timelines, obligations of the parties, term and termination, and any other terms that may be relevant.
- 1.3. MN-S will assume costs of travel and honoraria/per diem of participants attending research related activities
- 1.4. Researchers will assume costs of research team travel, Elder honoraria
- 1.5. Researchers shall not collect or use Métis community or individual data without the permission and participation of MN-S.

2. Individual Consent

- 2.1. Participation in any research project by an individual will be voluntary
- 2.2. Written consent of all Individuals participating in any research project is mandatory
- 2.3. Before consenting, individuals participating in any research project will be communicated in a manner they understand in the following:
 - 2.3.1. What is the purpose of the research project
 - 2.3.2. What information will be collected and why is it being collected
 - 2.3.3. Who will access their information and how will it be used
 - 2.3.4. What will happen to their information after the research project is completed
 - 2.3.5. That their information will not be used for any other purposes without their explicit consent
 - 2.3.6. That they may revoke consent at any time in which case their personal health information will be returned to them and any copies will be permanently destroyed.
- 2.4. Written informed consent is evidenced by the signature of the individual community member on the Participant Consent Form in a form mutually agreeable to the parties.

3. Application of the Saskatchewan Métis Research & Data Governance Framework

Ownership



- 3.1. At all times the participating MN-S and Métis communities will maintain ownership and control of all research data collected and all related research outputs and publications

Control

- 3.2. Any research projects involving Métis citizens in Saskatchewan must get approval from MN-S before starting the project
- 3.3. Any other use or disclosure of the community members data beyond any particular research project is strictly prohibited

Access

- 3.4. MN-S and Métis communities may access any aggregated data and reports produced by the research projects that involved their community members

Stewardship

- 3.5. For the purposes of meeting the goals and objectives of any particular research project, MN-S and/or the Researchers may store the Métis data collected in a secure and protected server and database in accordance with this Agreement and any data hosting agreement in a form mutually agreeable to the parties.
- 3.6. After any particular research project is completed or stopped for any reason, the Data (audio/visual recording, originals of notes, transcripts, photographs and other records) collected by the Researchers will be immediately returned to either MN-S and/or the Métis community(s) and any copies will be destroyed

4. Protection of Customary Intangible Property

- 4.1. The Parties agree that the researchers will respect customary property laws
- 4.2. The Parties acknowledge it is strictly forbidden to record on any type of media any traditional practices and ceremonies
- 4.3. The Parties acknowledge that Elders guidance will be sought on any matters relating to traditional practices and beliefs

5. Longitudinal Research Projects

- 5.1. The Parties recognized that any type of Longitudinal Research Project presents inherent risks to the Saskatchewan Métis research & data governance framework. Therefore, any data collected including any research outputs will be stored at MN-S for future use. Any other copies will be destroyed.

6. Publication/Reporting

- 6.1. Notwithstanding the Saskatchewan Métis research & data governance framework principle of ownership but subject to section 6.2, the researchers may publish research outputs for scholarly and educational purposes. Any other use of the



research outputs will require the written approval of MN-S and/or a data sharing agreement

- 6.2. MN-S will have the opportunity to review any materials and discuss authorship prior to publication and the researchers shall not make any public presentation or publication of the research without the prior written consent of MN-S.
- 6.3. The researchers will provide MN-S with two copies of all publications, conference papers and other educational and scholarly materials produced in the course of the project
- 6.4. The Parties will not acquire any royalties or monies tantamount to royalties for publishing materials that contain stories, myths, legends, folklore, or Customary Intangible Property. This does not constrain the researchers from publishing linguistic analysis.
- 6.5. The researchers may not disclose details relating to the research or issue any press releases or other public announcements relating to the existence or terms of this Agreement without the consent MN-S.
- 6.6. Any intellectual property arising from this Agreement shall be owned by MN-S and the researchers shall promptly disclose, and furnish all reasonable assistance and execute all documents that may be reasonably required to obtain protection for and vest title in MN-S for, such intellectual property. To the extent that the researchers are deemed the owner of any intellectual property arising from this Agreement, the researchers hereby irrevocably assign all their right, title and interest in and to such intellectual property to MN-S without further consideration. Without limiting the foregoing, the researchers shall ensure that each individual providing services or otherwise participating in the research on behalf of the researchers has waived any moral rights in relation to any intellectual property arising out of this Agreement and shall provide MN-S with satisfactory proof thereof upon request. The researchers are provided with a royalty-free, non-exclusive, perpetual license to use such intellectual property for the non-commercial purposes of research and education in accordance with this Agreement, provided that any Confidential Information remains subject to the confidentiality obligations in this Agreement.

7. Privacy & Security

- 7.1. The parties agree to comply with HIPA as standard for protecting identifiable personal health information
- 7.2. The parties will apply safeguards to protect the confidentiality and integrity of information collected
- 7.3. To the extent that the researchers will have access to confidential, personal or personal health information as defined in Schedule 1 for a particular research project, the parties shall comply with the data protection schedule attached as Schedule 1.



- 7.4. The researchers acknowledge that this Agreement and the data and records in connection with this Agreement include confidential third party information, personal information, and personal health information as defined in Schedule 1 and are under the control of MN-S. The researchers shall promptly notify MN-S of any access request to such data and records and take reasonable and lawful actions to minimize the degree of any disclosure pursuant to applicable laws.

8. Dispute Resolution

- 8.1. In case of a dispute arising from the implementation of this MOU, the Parties shall exhaust alternative dispute resolution models such as negotiation and mediation before employing other forms of dispute resolution such as arbitration or adjudication. Parties shall act in good faith to resolve the dispute.

9. Indemnification and Liability

- 9.1. The parties acknowledge that they have adequate liability insurance applicable to their officers, employees, and agents while acting within the scope of their employment by the parties. Therefore, each party hereby assumes any risks of personal injury and property damage attributable to the negligent acts or omissions of the party and its officers, employees, and agents.
- 9.2. The researchers shall assume and be liable for their own losses, costs, damages and expenses of any nature which they or any of their officers, employees, and agents may suffer, pay or incur, by reason of any matter or thing arising out of, or in any way attributable to this Agreement, except where such losses, costs, damages and expenses are the result of a material breach of any term of this Agreement by or the negligent acts or omissions of MN-S or its officers, employees or agents.
- 9.3. No Party hereto shall bear liability to the other Party to this Agreement for punitive damages, lost profits or other indirect or consequential damages.
- 9.4. The researchers shall indemnify and save harmless MN-S, and its officers, employees, and agents, from and against all actions, claims, demands and costs of judgment that may be made (including reasonable solicitor's fees and expenses of litigation), commenced, instituted, or awarded against them by reason of a material breach of any term of this Agreement by or the willful or negligent acts or omissions of the researchers or their officers, employees or agents.

10. Notification

- 10.1. Any notice of written communication required under this agreement may be given as follows:



Dr. Gary Groot
Department of Community Health and Epidemiology
Box 7, Health Science Building
107 Wiggins Road, University of Saskatchewan
Saskatoon, SK. S7N 5E5
Email: garygroot@gmail.com
Phone: (306) 966-1670
Fax: (306) 966-7930

Minister Marg Friesen
Métis Nation – Saskatchewan
Suite 201, 208-19th St W
Saskatoon, SK S7N 5X8
Email: marg.friesen@mns.work
Phone: (306) 343-8285

11. Duration, Withdrawal and Termination

- 11.1. The Parties view this MOU as a living document that may be updated or assigned only by mutual agreement
- 11.2. Any Party wishing to withdraw from the MOU shall provide a two-months notice to the other party
- 11.3. The MOU may be terminated at any time with mutual written consent of the parties

12. Effective Date and Signature

This MOU becomes effective on OCT 4, 2019

13. Other

- 13.1. This MOU is binding on the parties and their successors and permitted assigns.
- 13.2. The parties are independent contractors and no agency, partnership, joint venture or other relationship between the parties is created by this Agreement.
- 13.3. This Agreement shall be governed by and interpreted in accordance with the laws of and the federal laws applicable in the Province of Saskatchewan.



13.4. Sections 1-7 and 9 shall survive the expiry or termination of this Agreement.

13.5. This Agreement may be signed in counterpart by electronic or other means.

Oct 04/19
Date

[Signature]
Richard Quintal
Chief Executive Officer
Métis Nation-Saskatchewan

[Signature]
Witness

Oct 4/19
Date

[Signature]
Marg Friesen
Health Minister
Métis Nation-Saskatchewan

P. Racette
Witness

October 3, 2019
Date

[Signature]
Dr. Gary Groot
University of Saskatchewan
Department of Community Health
and Epidemiology

[Signature]
Witness



Schedule 1

PART A – CONFIDENTIALITY

1. Definitions. For the purposes of the Schedule:
 - (a) "Confidential Information" means all confidential or proprietary data and information in any form which is labelled "confidential" or which a party advises the other party in writing to be confidential, or which a reasonable person would consider to be confidential, and is deemed to include Personal Information;
 - (b) "Disclosing Party" means the party providing Confidential Information to the other party;
 - (c) "Personal Information" means personal or personal health information within the meaning of Privacy Laws;
 - (d) "Privacy Laws" means applicable privacy laws including the *Personal Information and Protection of Electronic Documents Act* (Canada), *The Local Authority Freedom of Information and Protection of Privacy Act* (Saskatchewan), *The Health Information Protection Act* (Saskatchewan) and any regulations, policies, requirements, guidelines, or standards made pursuant thereto; and
 - (e) "Receiving Party" means the party receiving the other party's Confidential information.
2. Restrictions on Disclosure and Use. Receiving Party shall hold Confidential Information in strict confidence, and not access, use or disclose it in any manner whatsoever except in accordance with the terms of the Agreement. Receiving Party shall use Confidential Information it receives only for purposes of this Agreement. Receiving Party shall use all commercially reasonable efforts to protect the Confidential Information from unauthorized use or disclosure and will establish and maintain commercially reasonable storage and security measures to safeguard all Confidential Information from unauthorized access, use or disclosure.
3. Exclusions. Notwithstanding any provision of the Agreement to the contrary, the parties agree that the obligations of confidentiality set forth in Part A of this Schedule, other than in respect of Personal Information, shall not apply to:
 - (a) information that was known to the Receiving Party on a non-confidential basis before receipt thereof from or on behalf of the Disclosing Party;
 - (b) information that is disclosed to the Receiving Party by a third person who, to the Receiving Party's knowledge after due inquiry, has a right to make such disclosure without any obligation of confidentiality to the party seeking to enforce its rights under Part B of this Schedule;
 - (c) information that is or becomes generally known by the public or in the industry without violation of the Agreement by the Receiving Party; and
 - (d) information that is independently developed by the Receiving Party or its employees or affiliates without reference to the Disclosing Party's information.
4. Disclosure. Notwithstanding Section 3 of this Part A, either party, as appropriate may:
 - (a) use or disclose information where such use or disclosure is specifically required by law provided that the initial Disclosing Party is first notified in writing of such disclosure to the extent permissible by law; and
 - (b) provide information to Receiving Party's employees, officers, directors, subcontractors and professional advisors who need to know the information for the purposes of the Agreement, who are informed of the confidential nature of this information and who agree to comply with the provisions of this Schedule. The researchers specifically assume all responsibility for such parties for the breach by any of them of any provisions of this Schedule.
5. Return or Destruction. Upon written request by the Disclosing Party, the Receiving Party shall promptly return to or, securely destroy upon request by, the Disclosing Party, all documents or other tangible materials representing Confidential Information and all copies, reprints, reproductions and translations thereof, including those existing in electronic form, and all notes, records, or documents made by any of them in whatever form to the extent they incorporate any Confidential Information, subject to the recipient's right to retain copies of such information: (i) to enforce the terms of the Agreement, (ii) for legal, regulatory, or accounting purposes, (iii) to the extent such



information is Confidential Information of both parties, or (iv) for which either party is granted a license under the Agreement.

6. No Withholding. The Receiving Party shall not be entitled to, and hereby waives forever any and all right to withhold any of the Disclosing Party's Confidential Information from the Disclosing Party in connection with any dispute relating to the terms of the Agreement or any other matter between the parties.
7. Breach Notification. The Receiving Party shall immediately notify the Disclosing Party in writing of any known or suspected security breach, data loss or other adverse event known or reasonably believed to have compromised the security, integrity, availability or confidentiality of any of the Disclosing Party's Confidential Information in its possession or under its care.
8. Injunctive Relief. Each party acknowledges and agrees that use or disclosure of its Confidential Information by the other party contrary to the Agreement will cause it harm which is not compensable by monetary damages alone and, accordingly, in addition to any other remedy available to it, such party shall be entitled to seek immediate injunctive relief restraining the other party from committing or continuing to commit a breach of such obligations concerning such Confidential Information.

PART B – PRIVACY AND DATA PROTECTION

9. Compliance with Privacy Laws and Privacy Policies. The researchers acknowledges that in they may have access to Personal Information and the researchers shall, at all times during the term of the Agreement, perform their obligations in accordance with the Privacy Laws and the privacy policies of the MN-S as provided to the researchers in writing from time to time.
10. Control of and Rights in Personal Information. As between the researchers and the MN-S, control of Personal Information shall at all times remain with the MN-S. The researchers acknowledge and agree that nothing gives the researchers any right, title or interest in any Personal Information.
11. Access to and Use of Personal Information. The researchers may access and use Personal Information on a need-to-know basis as expressly authorized by the MN-S for the sole and express purpose of fulfilling their obligations under the Agreement. Any such access or use of Personal Information by the researchers shall be to the minimum extent necessary for the researchers to fulfil their obligations under the Agreement. The researchers shall only use and disclose the Personal Information for the purposes of the Agreement.
12. Audit. The researchers will provide (a) the MN-S's internal auditor; and/or (b) a nationally recognized Canadian audit firm appointed by the MN-S, upon fifteen (15) days' prior written notice, with reasonable access to relevant books, records and facilities related to the Agreement in order to conduct appropriate audits, examinations and inspections to ensure the researchers' compliance with its obligations this Schedule. Except as otherwise provided below, such audits, examinations and inspections will be conducted at the MN-S's expense and may be conducted periodically during the term of the Agreement, at a frequency as mutually agreed in writing by the MN-S and the researchers, but not more than once per year. The researchers will provide access to information and facilities reasonably required by the MN-S's auditors to perform such audits. If any audit or inspection by the MN-S or its representative reveals that the researchers is non-compliant with this Schedule, the researchers shall promptly bring themselves into compliance.
13. Location of the Personal Information. The researchers may possess and maintain the Personal Information only at the researchers' facilities in Canada. The Personal Information may not be possessed, stored or maintained at any other location without the prior written consent of the MN-S.
14. Requests for Access to or Complaints regarding Personal Information. If the researchers receives a written or verbal request for access to or complaints relating to Personal Information from any person (other than the MN-S), the researchers must, within five (5) business days of such request being made, advise the requestor to make the request or complaint to the MN-S.