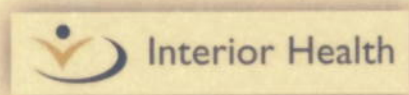




"WORKING IN PARTNERSHIP"



Letter of Understanding

Between

Secwepemc Health Caucus

(Appendix "X")

and

Interior Health Authority

(IH)

(each a "Party" and collectively "the Parties")

Adopted: November 07, 2017

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1.0 Purpose

- 1.1. The Parties wish to define a collaboratively developed engagement process for the planning of Aboriginal services, programs and operations across Secwepemc Territory for the improvement of services for Secwepemc people.
- 1.2. The Parties seek to improve the health outcomes for Secwepemc people by achieving effective shared decision making that will reduce the barriers for Secwepemc people to access better health services.
- 1.3. The Parties commit to working together through meaningful participation and collaboration, to increase the influence of the Secwepemc Health Caucus in decisions related to health services that impact their members and other Aboriginal peoples residing within Secwepemc Territory.
- 1.4. The Parties agree that health outcomes held in common with all residents of British Columbia should be at least equal for Secwepemc citizens and health outcomes beyond these, as defined by Secwepemc citizens, pursued with equal vigor and diligence.

2.0 Preamble

- 2.1 The Parties agree to enter into a mutually beneficial relationship that will work towards, in a quantifiable and qualitative manner, shared responsibility and shared decision making as it impacts the provisions of Health Services to Secwepemc people within Secwepemc Territory.
- 2.2 As capacity grows, planning and provision of health care by The Parties will extend beyond care for Secwepemc citizens to include other groups in Secwepemc Territory.
- 2.3 The Parties agree to use a cooperative, collaborative approach to improving the health status of Secwepemc individuals, families and communities through the design, delivery and evaluation of culturally safe health programs and services.
- 2.4 Interior Health Authority acknowledges the inherent and Aboriginal rights (including but not limited to self-determination and freedom from discrimination) of the Secwepemc People. Further, Interior Health Authority recognizes the Secwepemc Health Caucus "Authority" represents their citizenry regardless of residency and supports the Secwepemc pursuit of its rights to retain responsibility for the health, safety, survival, dignity and well-being of the Secwepemc children and families, consistent with the UN Convention on the Rights of the Child and the UN Declaration on the Rights of Indigenous Peoples.
- 2.5 This letter of understanding does not abrogate nor derogate from Secwepemc Aboriginal Rights as per Section 35(1) *Constitution Act, 1982*.

2.6 The Parties agree and understand that this Letter of Understanding pertains to the Interior Health Authority's roles and responsibilities according to the purpose and description under the Health Authorities Act which states that:

"5 (1) The purposes of a board are as follows:

- (a) To develop and implement a regional health plan that includes
 - (i) The health services provided in the region, or in a part of the region,
 - (ii) The type, size and location of facilities in the region,
 - (iii) The programs for the delivery of health services provided in the region.
 - (iv) The human resource requirements under the regional health plan and,
 - (v) The making of reports to the minister on the activities of the board in carrying out its purposes.
- (b) To develop policies, set priorities, prepare and submit budgets to the minister and allocate resources for the delivery of health services, in the region, under the regional health plan.
- (c) To administer and allocate grants made by the government for the provisions of health services in the region.
- (d) To deliver regional services through its employees or to enter into agreements with the government or other public or private bodies for the delivery of those services by those bodies.
- (e) [Repealed 2002-61-4] therefore not applicable
- (f) To develop and implement regional standards for the delivery of health services in the region.
- (g) To monitor, evaluate and comply with Provincial and regional standards and ensure delivery of specified services applicable to the region.

5 (2) In Carrying out its purposes, a board must give due regard to the Provincial standards and specified services."

3.0 Principles

This Letter of Understanding is based upon the following principles:

3.1 The Secwepemc Health Caucus will be guided by the following principles adopted from the 7 Nations Unity Declaration. ¹ (See Appendix X)

¹ Duplicated from the 7 Nations Unity Declaration

- 3.2 The Parties acknowledge and respect established and evolving jurisdictional and fiduciary relationships and responsibilities, and will seek to remove impediments to progress by establishing effective working relationships.
- 3.3 The planning, coordination and implementation of Interior Health Authority services for Aboriginal people in Secwepemc Territory will be more effective with increased participation of the Secwepemc Health Caucus in the planning of services.
- 3.4 The Letter of Understanding is a living document that will respond to changes within the Parties and will represent an integrated approach to the enhancement of the relationship and development of services.
- 3.5 The Parties acknowledge and respect the need for transparency, reciprocal accountability, and accountability to the communities affected by decisions made by The Parties.

4.0 Service Provisions

The Parties agree that:

- 4.1 Mutual respect, trust, openness, accountability and transparency will be the basis of the understanding and foundation of the relationship established under this Letter of Understanding.
- 4.2 Ensuring cultural safety is of paramount importance to the effectiveness of and access to, health services provision. Where *Cultural Safety* is defined by the health services recipient.
- 4.3 The cultural safety of Secwepemc people will require ongoing education, dialogue and active participation and engagement between parties including:
 - 4.3.1 Collaboration on Indigenous Cultural Safety (ICS) supplementary training and documents, including innovation of techniques and relationship building.
 - 4.3.2 Supporting the interaction of all levels of IH staff with Aboriginal and Secwepemc people at cultural, non-cultural, and IH hosted events.
 - 4.3.3 Collaboration on the evaluation of cultural safety improvement measures and grievance mechanisms for Aboriginal and Secwepemc employees and customers.
- 4.4 Every effort will be made where possible to create culturally safe services to harmonize and integrate programs and services, including potential expansion to include social determinants of health.
- 4.5 Activities will be carried out with a view to maintaining principles of sustainability, efficiency, and effectiveness without limiting innovation, improved access or quality and by building on existing best practices.

- 4.6 Appropriate methods will be used to measure outcomes, including a strengths based approach (e.g. client focused, holistic or “wrap-around”).
- 4.7 Mutually agreed upon indicators of health and indicators of success will be followed as a baseline for measurement, and there will be a balance of qualitative and quantitative outcomes.

Indicators such as but not limited to:

- 4.7.1 Improved service accessibility and use of health resources for First Nations and other Aboriginal people in Secwepemc Territory.
- 4.7.2 Coordinated health service planning and delivery between Secwepemc Health Caucus and the Interior Health Authority.
- 4.7.3 Stronger linkages are developed (e.g. referrals, service integration) between Secwepemc Health Caucus and the Interior Health Authority.
- 4.7.4 Partnerships to improve health service for First Nations citizens.
- 4.7.5 First Nations eHealth initiatives in Secwepemc Territory are coordinated with Secwepemc Health Caucus.
- 4.7.6 Partnerships with other ministries, municipalities and non-profit service providers are established to address the social determinants of health including those specified by Secwepemc people beyond the conventional social determinants.

5.0 Activities

- 5.1 To improve the health outcomes for Secwepemc people, the Parties will carry out specific actions including, but not limited to, the following:
 - 5.1.1 Develop service delivery systems which better respect and reflect the cultural and socioeconomic context of Secwepemc and non-Secwepemc Aboriginal people in Secwepemc Territory.
 - 5.1.2 Develop a consistent and harmonized planning process.
 - 5.1.3 Establish common indicators, targets, milestones, benchmarks.
 - 5.1.4 Review alignment within health plans, including setting standards, outcomes and measurements.
 - 5.1.5 Engage in dialogue, identify linkages and establish networks with other Aboriginal and non-Aboriginal stakeholders.
 - 5.1.6 Identify those matters including policy issues that will address gaps and eliminate duplication.
 - 5.1.7 Establish at the program level communication and collaboration with the First Nations Health Authority.
- 5.2 The Parties will establish a Joint Committee to oversee the activities set out in the work plan.

6.0 Implementation

As per 5.2 above, the Parties will establish a "Joint Committee" comprising representatives from all parties that will be tasked with responsibilities which may include, but are not limited to:

- 6.1 Development of a strategy for building relationships between the Parties, including an engagement strategy and communication/consultation processes.
- 6.2 Development of protocols between the Parties, including the sharing of information on initiatives that are of interest/shared between the Parties.
- 6.3 Development of annual work plans and;
- 6.4 Evaluate outcomes related to annual work plans.
- 6.5 Prioritization of services.
- 6.6 Laying the foundation for relationship documents between the Parties on specific service-related issues.
- 6.7 Where appropriate, establish and implement a process for establishing and reviewing the activities of specific working groups to ensure that their work builds upon existing processes, explores and incorporates best practices and maximizes the value added to planning processes and services delivery (including Terms of Reference and deliverables).
- 6.8 Reviewing the Parties' Health Plans to ensure alignment with each other, the Tri-Partite First Nations Health Plan, the First Nations Health Authority, the Truth and Reconciliation Calls to Action for Health, the Provincial and Federal Governments and others;
- 6.9 Determine and agree upon the process and procedures for the evaluation of this Letter of Understanding and the implementation of subsequent recommendation(s).
- 6.10 Where appropriate, establish and implement a process for reviewing the activities of research partnerships that includes IH and Secwepemc Nation citizens and Indigenous Peoples within Secwepemcul'ecw.
 - 6.10.1 The Secwepemc Health Caucus Research Policy will be shared with the IH Research Department. Updated versions to be provided to the Joint Committee as they are available.
- 6.11 The Joint Committee representatives will report through their respective organizations and, where appropriate, to affected Aboriginal citizens and communities.

7.0 Resource Requirements

- 7.1 It is acknowledged that through the Ministry of Health, Interior Health Authority is responsible for the provision of health services to all citizens.
- 7.2 The Parties will identify the human, financial and capital resources and potential sources of funding required achieving the goals of the Letter of Understanding.
- 7.3 The Parties will work cooperatively to secure resources, both internally and externally.

8.0 Communication and Information Sharing

- 8.1 Communication between the Parties will be transparent, consistent, reciprocal and timely.
- 8.2 The Parties will work together within the legislative framework e.g. Freedom of Information and Protection of Privacy Act (FOIPPA) etc. To coordinate and determine the most effective and efficient means of data exchange, system integration, and information – sharing to the fullest extent possible.
- 8.3 The principles of Ownership, Control, Access and Possession (OCAP) will be consistently and judiciously applied wherever applicable.

9.0 Evaluation of Letter of Understanding

- 9.1 The Parties will review the Letter of Understanding annually.
- 9.2 The Joint Committee will determine and agree on the process and procedures for the evaluation and implementation of subsequent recommendations.

10.0 Other Agreements

10.1 The Parties acknowledge and agree that this Letter of Understanding is between the Parties identified and should not be interpreted as having any influence, bearing or impact on other agreements including, but not limited to:

10.1.1 Enabling Agreements (i.e. contracts)

10.1.2 Federal Health Transfer Agreement including the Tri-Partite Agreement.

10.1.3 Protocols or Agreements between Secwepemc Health Caucus and other Aboriginal or non-Aboriginal entities.

11.0 Process

11.1 This Letter of Understanding does not extend to the following processes:

11.1.1 Interior Health Authority Corporate planning.

11.1.2 Secwepemc Health Caucus planning.

11.1.3 Planning processes conducted by the 17 Secwepemc Communities (i.e. strategic planning, community plan).

11.2 The Parties agree to use a consensus – building model.

11.3 Resolution of issues: the Parties will work towards remedy of any issues pertaining to this Letter of Understanding through a mutually agreed process (such as mediation).

12.0 Term

12.1 Duration: The term of the Letter of Understanding will be three (3) years from the date of the signing.

12.2 Extension: The term of the Letter of Understanding may be extended by mutual consent of the Parties.

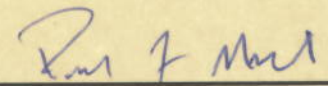


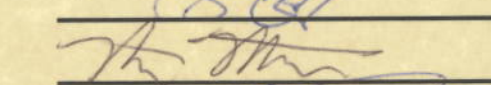



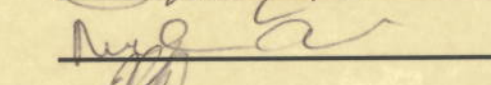
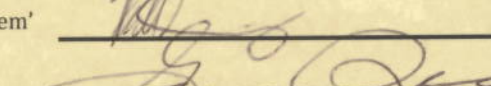
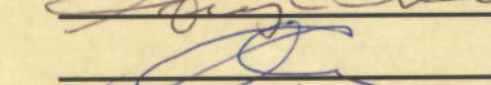
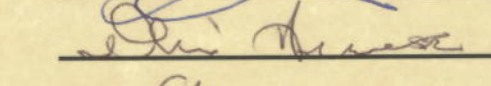
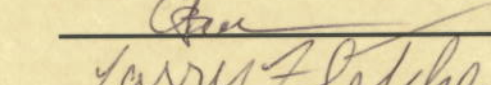
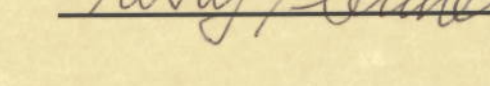
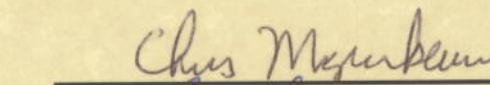
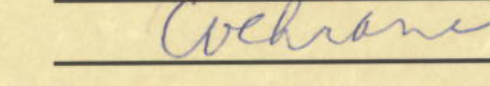

12.3 Termination: If mediation and/or resolution cannot be achieved, the Parties agree that either Party may terminate this agreement by providing sixty (60) days written notice, including the cause for termination.

13.0 Amendment

The Letter of Understanding may be amended by the Parties at any time by mutual consent of all Parties, in writing.

Dated on the 7th day of November, 2017

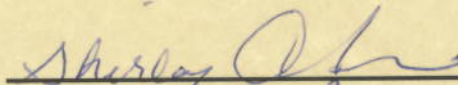
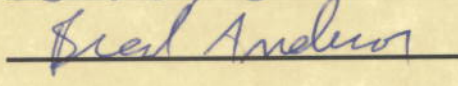
Secwepemc Kukpi7's

- | | | |
|-----------------------------|----------------------|--|
| 1. Kukpi7 Paul Michel | Sexqeltqín |  |
| 2. Kukpi7 Ryan Day | St'uxwtéws |  |
| 3. Kukpi7 Judy Wilson | Sk'atsin |  |
| 4. Kukpi7 Barb Cote | Kenpésq't |  |
| 5. Kukpi7 Nathan Matthew | Simpcw |  |
| 6. Kukpi7 Ron Ignace | Skítsesten |  |
| 7. Kukpi7 Wayne Christian | Splats'in |  |
| 8. Kukpi7 Fred Seymour | Tk'emlups |  |
| 9. Kukpi7 Steve Tresierra | Stil'qw/Pelltíq't |  |
| 10. Kukpi7 Michael Archie | Tsq'éscen |  |
| 11. Kukpi7 Patrick Harry | Stswécem'c/Xgét'tem' |  |
| 12. Councillor Gary Sellars | Xats'ull |  |
| 13. Kukpi7 Ann Louie | T'éxel'c |  |
| 14. Kukpi7 Oliver Arnouse | Qw7ewt |  |
| 15. Kukpi7 Charlene Belleau | Esk'étemc |  |
| 16. Kukpi7 Larry Fletcher | Llenlénéy'ten |  |

Interior Health Authority

- | | | |
|------------------------|--------------------|--|
| Chris Mazurkewich | CEO / President IH |  |
| David Douglas Cochrane | Board Chair, IH |  |

Witnessed by

- | | | |
|------------------|--|--|
| Shirley Anderson | Health Director – Adams Lake |  |
| Brad Anderson | Corporate Director,
Aboriginal Health, IH |  |

Appendix “X” SHC Membership

The Secwepemc Chiefs will be comprised of the current Chief or their designate from the following First Nations.

Chief:	Sexqeltqín – Adams Lake
Chief:	St’uxwtéws – Bonaparte
Chief:	Tsq’éscen – Canim Lake
Chief:	Stswécem’c/Xgét’tem’ – Canoe/Dog Creek
Chief:	Esk’étemc – Alkali Lake
Chief:	Llenlénéy’ten – High Bar
Chief:	Tk’emlúps – Kamloops
Chief:	Qw7ewt – Little Shuswap Lake
Chief:	Sk’atsin – Neskonlith
Chief:	Simpcw – North Thompson
Chief:	Kenpésq’t – Shuswap
Chief:	Skítsesten – Skeetchestn
Chief:	Xats’úll – – Soda Creek
Chief:	Splats’in – Spallumcheen
Chief:	T’éxel’c – Williams Lake
Chief:	Stil’qw/Pelltíq’t – Whispering Pines/Clinton

The Secwepemc Health Directors Hub will be comprised of the current Health Director and or the First Nation’s designate from the following First Nations.

Health Director:	Sexqeltqín – Adams Lake
Health Director:	St’uxwtéws – Bonaparte
Health Director:	Tsq’éscen – Canim Lake
Health Director:	Stswécem’c/Xgét’tem’ – Canoe/Dog Creek
	T’éxel’c – Williams Lake
	Xats’úll – – Soda Creek
Health Director:	Esk’étemc – Alkali Lake
Health Director:	Llenlénéy’ten – High Bar
Health Director:	Tk’emlúps – Kamloops
	Skítsesten – Skeetchestn
	Stil’qw/Pelltíq’t – Whispering Pines/Clinton
Health Director:	Qw7ewt – Little Shuswap Lake
Health Director:	Sk’atsin – Neskonlith
Health Director:	Simpcw – North Thompson
Health Director:	Kenpésq’t – Shuswap
Health Director:	Splats’in – Spallumcheen

Appendix “X” SHC Principals

The Secwepemc Health Caucus will be guided by the following principles adopted from the 7 Nations Unity Declarations. ²

- ◆ Health and Wellness Outcomes and Indicators will be defined by each Nation.
- ◆ Partnerships will be defined by each Nation.
- ◆ Agreements will be negotiated and ratified by the Nations.
- ◆ No Nation will be left behind; needs are addressed collectively.
- ◆ The federal fiduciary obligations must be strengthened, not eroded.
- ◆ Services will be provided to all of our people regardless of residency/status.
- ◆ Adequate funding will be provided for our corporate structure(s).
- ◆ Socio-economic indices will be incorporated into planning and projections – plan for 7 generations.
- ◆ Negotiations will be interest based – not position based (Nations define).
- ◆ Community hubs will be linked to the health governance process.
- ◆ Documents will be kept simple and understandable.
- ◆ The Interior Leadership caucus will meet regularly.
- ◆ Liability will be minimized; the Nations will inherit no liability from other entities.
- ◆ Celebration will be included in all activities.
- ◆ The speed at which development occurs will be determined by the Nations.
- ◆ The authority to govern rests with each Nations, as does the responsibility for decision-making.

The Secwepemc Health Caucus will also apply the five main principles found in the Canada Health Act. ³

- **Public Administration:** All administration of provincial health insurance must be carried out by a public authority on a non-profit basis. They also must be accountable to the province or territory, and their records and accounts are subject to audits.
- **Comprehensiveness:** All necessary health services, including hospitals, physicians and surgical dentists, must be insured.
- **Universality:** All insured residents are entitled to the same level of health care.
- **Portability:** A resident that moves to a different province or territory is still entitled to coverage from their home province during a minimum waiting period. This also applies to residents which leave the country.
- **Accessibility:** All insured persons have reasonable access to health care facilities. In addition, all physicians, hospitals, etc., must be provided reasonable compensation for the services they provide.

² (Duplicated from the **7 Nation Unity Declaration** signed by: Chief Geronimo Squinas, Chief Ko’waintco Michel, Chief Arthur Adolph, Chief Shane Gottfriedson, Chief Jonathan Kruger, Chief Bernie Charlie and Gwen Phillips)

³ Canadian Health Care: Canada Health Act <http://www.canadian-healthcare.org/page2.html>

2012

Secwepemc Health Caucus
Drafted by: Hub Coordinator

Reviewed by:
Secwepemc Health Caucus

Adopted:
October 18th, 2012

Reviewed/Updated:
_____, 2013

SECWEPEMC HEALTH CAUCUS RESEARCH POLICY

Working for Health Excellence for the Secwepemc Nations Members

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Policy

Rationale

Research is the front line of knowledge creation, transmission, translation and storage. It is one of the major factors influencing the way we look at, interpret and interact with the world around us and thus an integral part of our living culture. The process of conducting research can itself perpetuate the colonization of Secwepemc knowledges and ways of knowing by privileging Western research techniques and knowledge over Secwepemc research techniques and knowledge keepers. Researchers must understand the historical relationship Indigenous peoples have had with research and be committed to, and held accountable through, relationships with the people and community they partner with. This research policy is meant to be a vehicle to ensure research is conducted in partnership with Secwepemc communities and individuals with the aim to strengthen the Secwepemc Nation on Secwepemc terms.

The Secwepemc Health Caucus (SHC) recognizes its duty to develop protocols to address the need for an organized, transparent and accountable approach for individuals and/or groups conducting research in Secwepemc Territory related to Health.

These protocols have been developed to aid researchers in ensuring they abide by the protocols of the Secwepemc communities when conducting research in their territory. Where there is any discrepancy between the protocols of an individual Secwepemc community and those in this policy, the community protocols will take precedence.

Application

This Secwepemc Health Caucus Research Policy applies to all individuals and / or groups conducting research within the Secwepemc Nation, who request to consult with members of the Secwepemc Nation and whose research will or could potentially impact Secwepemc Nation members, ancestors, descendants or territories (including but not limited to land, air and water).

Health Information

Health information includes any information relating to the health and wellbeing of individuals and communities (as defined by the individuals and communities) including physical, emotional, mental, spiritual, and intergenerational wellbeing.

Point of Contact and FN Community Participation

Each Secwepemc First Nation will be contacted via the Health Director/Health lead and the Chief and Council. Each FN will follow their internal process to determine if and how their community will participate.

A written confirmation from each community is required before commencement of the project.

A written research agreement will be created collaboratively between the community, group and/or Health lead addressing the principles of ownership, control, access, and possession of the data, as well the participation and protection of the community and individuals from potential outcomes of the research program.

Individual FN members may participate in research as individuals. However, without written agreement from the FN, the FN is not to be identified as a project participant.

Researchers must offer the following information prior to obtaining participation from member FNs:

1. Purpose of the research
2. Requirements of participants
3. Expected timeframe of project
4. Credentials of organization/individual conducting the research
5. How participants will be informed of the risks, if any, associated with the research
6. The proposed agreement for ownership, control, access and possession of the data and research findings
7. How the data will be protected
8. The anticipated outcomes of the research
9. How the participants and community will be protected from potential outcomes
10. How the results of the research will be used

Upon completion of the research program any individuals involved will be provided with a research report which clearly conveys the contribution of participants and outcomes of the program.

Protocol

Following written agreement to participate from individual Secwepemc First Nations, the following protocol will be implemented:

Information to Community

The researcher and Health Director/lead will coordinate an announcement of the project to community/Band members prior to the commencement of the research.

All individuals who may be impacted or potentially impacted will be given a copy of this policy.

Informed Consent and Voluntary Participation

Researchers will clearly and concisely offer information on the research (including aims and anticipated outcomes) and obtain consent of individuals prior to commencement of the research. Researchers will recognize and respect the historical relationship Indigenous people have had with research(ers) and ensure a relationship of reciprocity is fostered. The participation must be free, voluntary and where possible, compensated. Consent must be provided based on being “informed” about the research and research activities. Conditions of the informed consent will be jointly decided by the Health Director/lead and researcher and where appropriate, provisions for oral consent will be made.

All researchers must apply the following when seeking and obtaining “consent”:

1. Obtain written and/or oral consent from individuals / community prior to the commencement of research, and on an ongoing basis.
2. The “consent agreement” must be easily understood and thoroughly explained to the participant in a respectful and non-intimidating manner
3. If the participant is an Elder, the Researcher must ensure that the Elder has a member of the community, whom the Elder is familiar, present to ensure that the Elder understands the details and implications of consent
4. The signed consent forms and/or oral consent recording or witness account must be available to the Health Director for review
5. A provision will be made where the participant may withdraw from the research program without penalty
6. A provision will be made where the participant may revoke any and all information provided to the research program including beyond the program’s completion

Privacy and Confidentiality

All data must be kept secure at all times following accepted standards for health research. The identity of respondents must be protected at all times and researchers must ensure that all data released ensures the anonymity of the participants.

Ownership, Control, Access and Possession of Data

A written research agreement will be created collaboratively between the community, group and/or Health lead and researcher addressing the following (but not limited to):

1. How the principles of Ownership, Control, Access and Possession will be applied and upheld
2. How the community will benefit from the research program itself with the training of research assistants and other capacity building

1. How the community will benefit from the outcomes of the research including royalties or credit for published materials
2. How the researcher will be held accountable during the research process and for both the intended and unintended consequences and outcomes of the research program
3. How Secwepemc participants and Secwepemc resources in the research process will be protected, including as far as possible protection from any negative impact that might result from the finding of the project being made public. This may include placing a moratorium on the research material for an agreed period of time or on keeping confidential certain material¹
4. A provision will be made requiring the researcher to provide the community or individuals involved an opportunity to ensure the data provided is interpreted and analyzed appropriately
5. Explicit provisions will be made giving the community or individuals the opportunity to remove or censure their contribution to the research prior to publication²
6. Use of obtained data and research results for secondary or new studies will trigger initiation of the SHC research policy anew.
7. How the physical and digital copies of raw data and products of research will be secured and stored both physically and temporally.

Community specific data and statistics will not be released without the explicit permission of community authorities.³

Release of aggregated data for the Secwepemc Health Caucus members requires the explicit permission of all participating communities.

¹ 2003 < http://web.uvic.ca/igov/pdf/igov_598/protocol.pdf > Protocols & Principles for Conducting Research in an Indigenous Context. (February 2003) Faculty of Human and Social Development. University of Victoria

² Ibid.

³ 2009 < http://www.afn.ca/uploads/files/rp-research_ethics_final.pdf > Assembly of First Nations Environmental Stewardship Unit – Ethics in First Nations Research. (March 2009) “Privacy and Confidentiality” (p.11-12)

Appendix

Ownership, Control, Access and Possession (OCAP) Principles

The Secwepemc Health Caucus adheres to the principles of Ownership, Control, Access and Possession (OCAP) as a tool for the assertion of First Nations rights to self-determination and Nation building within the area of Health.

- **Ownership:** Ownership refers to the relationship of First Nations to their cultural knowledge, data, and information. This principle states that a community or group owns information collectively in the same way that an individual owns his or her personal information.
- **Control:** The principle of control affirms that First Nations, their communities and representative bodies are within their rights in seeking to control over all aspects of research and information management processes that impact them. First Nations control of research can include all stages of a particular research project-from start to finish. The principle extends to the control of resources and review processes, the planning process, management of the information and so on. Control from conception to completion.
- **Access:** First Nations must have access to information and data about themselves and their communities, regardless of where it is currently held. The principle also refers to the right of First Nations communities and organizations to manage and make decisions regarding access to their collective information. This may be achieved, in practice, through standardized, formal protocols.
- **Possession:** While ownership identifies the relationship between a people and their information in principle, possession or stewardship is more concrete. It refers to the physical control of data. Possession is a mechanism by which ownership can be asserted and protected.¹
- And further declared within our collective position to honour the political relationship proposed in the Memorial Sir Wilfred Laurier, Premier of the Dominion of Canada.

The Secwepemc Health Caucus supports the research protocols and principles as outlined by the Assembly of First Nations (AFN) Ownership, Control, Access and Possession (OCAP) standardsⁱⁱ, as follows:

¹ 2009 <<http://www.fnigca.ca/node/2> > First Nations Information Governance Center

ⁱⁱ Assembly of First Nations – Environmental Stewardship Unit. (March 2009). “Ownership, Control, Access and Possession” (p.21) in Ethics in First Nations Research. Retrieved 04-01-2012 from: http://www.afn.ca/uploads/files/rp-research_ethics_final.pdf

These Principles,

- Apply to all research, data, and information initiatives that involve First Nations Health Issues.
- Helps ensure self-determination over all research concerning First Nations is respected and adhered to;
- Provides a means to decide – what research will be approved; how collected information and data will be used; where information will be stored; and who will be able to access the information.

In agreeing to these principles, the Secwepemc Health Caucus recognises and affirms:

- Secwepemc Title, jurisdiction, and self-determination on Secwepemc territory and guardianship over the preservation, dissemination, and use of traditional knowledge and cultural heritage;
- The crucial importance of the active participation and leadership of Indigenous research partners in all phases of research, including its application and management of all project phases and funds. Thus, all research partners are entitled to be fully informed of and discuss the nature, scope and ultimate integration of their participation, knowledge and narratives in all stages of the thesis work, as well as its potential publication, dissemination, and use;
- That material relating to the Secwepemc people that are collected by the researcher or any of his/her project team is owned by the Secwepemc People and ultimately housed in the Secwepemc Health Caucus archives. This includes oral testimony (transcripts) historical, genealogical, anthropological, traditional use study, resource based data and studies and other relevant material;
- The research will be conducted in an ethical, open and respectful manner;
- That the raw data obtained from interviewees must be reviewed and approved by the interviewees prior to finalizing and/or inclusion in a research document/thesis;
- That the copyright of the final written report will remain with the Secwepemc Health Caucus as the author and the project funder (if outlined accordingly) but it is understood that the Secwepemc retain their respective inherent rights, including all intellectual property rights associated now and in the future, and have ownership of all cultural information obtained from them;
- That the information obtained is not to be used for consultation purposes of any kind but for educational purposes solely;
- That there will be no claims to the intellectual property rights of Secwepemc people (either individual or collective), or a copyright to reproduction of its products.
- Those individuals who share personal knowledge and memories with us beyond the intellectual property rights discussed above, as per consent form, we are securing permission of the interviewee, now and in the future; for us, SHC, to utilize this personal knowledge for purpose of the organization.¹

¹ Shuswap Nation Tribal Council – Research Protocol Principles (2011).

Template for First Nation Consent to Participate in Research

Research Project Title:

Purpose:

Researcher (Institution, Company):

Date of Request:

Review Process:

Discussion/ meetings to review project (identify participants, discussion, conclusions, actions)

Decision:

BCR required yes/no

¹ 2003 < http://web.uvic.ca/igov/pdf/igov_598/protocol.pdf > Protocols & Principles for Conducting Research in an Indigenous Context. (February 2003) Faculty of Human and Social Development. University of Victoria

² Ibid.

³ 2009 < http://www.afn.ca/uploads/files/rp-research_ethics_final.pdf > Assembly of First Nations Environmental Stewardship Unit – Ethics in First Nations Research. (March 2009) “Privacy and Confidentiality” (p.11-12)

⁴ 2009 <<http://www.fnigca.ca/node/2>> First Nations Information Governance Center

⁵ Assembly of First Nations – Environmental Stewardship Unit. (March 2009). “Ownership, Control, Access and Possession” (p.21) in Ethics in First Nations Research. Retrieved 04-01-2012 from: http://www.afn.ca/uploads/files/rp-research_ethics_final.pdf

⁶ Shuswap Nation Tribal Council – Research Protocol Principles (2011).