



Memorandum of Understanding Measuring and Reporting on Métis-Specific Health and Wellbeing

Between

Métis Nation-Saskatchewan (“MN-S”)

And

Canadian Partnership Against Cancer (“CPAC”)

(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;

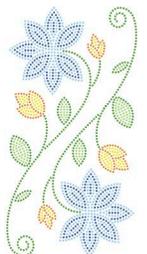
WHEREAS Métis people refer to themselves as Métis, and are referred to by others as the Métis Nation;

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 Canadian Partnership Against Cancer, 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;

Métis Nation-Saskatchewan

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WHEREAS the Canadian Partnership Against Cancer, 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 Canadian Partnership Against Cancer, is to support a future where fewer people get cancer, more people survive cancer, those living with cancer have a better quality of life, and people have equitable access to quality cancer care;

And,

WHEREAS both parties recognize the need for measuring and reporting on Métis people's health and wellbeing, which can be used to inform evidence-based policies and effective programs and services for the improvement of Métis people's health and wellbeing;

NOW THEREFORE Métis Nation-Saskatchewan (MN-S) and the Canadian Partnership Against Cancer, 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 progress being made towards achieving the Métis-specific, self-determined priorities in the Canadian Strategy for Cancer Control
- To understand the existing supports available to Métis cancer patients in Saskatchewan
- To explore the gaps in supports for Métis cancer patients in Saskatchewan

Memorandum of Understanding (MOU) Purpose

The purpose of this MOU is to:

- Establish a relationship between the parties regarding cancer-related measurement and reporting projects involving Métis citizens
- Acknowledge the Métis Nation-Saskatchewan government's ownership and control of any Métis-specific 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 are sacred to the Métis and must be handled with care and secrecy
- Respect and follow the Saskatchewan Métis Health Research and Data Governance Principles, including project outputs and publications

Therefore, the Parties have the following understandings:

1. Process

- 1.1. A mutually agreed-on process will be developed for projects for data gathering and data sharing to support the common vision
- 1.2. A mutually agreed-on agreement for funding project-related costs will be developed for projects
- 1.3. CPAC shall not use Métis-specific community or citizen data without the permission and participation of MN-S.

2. Individual Consent

- 2.1. Participation in any project by an Métis citizen will be voluntary
- 2.2. Written consent of all Métis citizens participating in any project is mandatory
- 2.3. Before consenting, individuals participating in any project will be informed about the following:
 - 2.3.1. Purpose of the project
 - 2.3.2. Specific information being collected and why it is 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 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 their identity will remain confidential unless they express otherwise
 - 2.3.7. 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 or oral informed consent is evidenced by the signature of the individual community member on the Participant Consent Form or an audio-recording of their consent to the above conditions.



3. Application of the Métis Nation-Saskatchewan Research & Data Governance Principles

Ownership

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

Control

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

Access

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

Stewardship

- 3.5. For the purposes of meeting the goals and objectives of any particular project, MN-S and/or CPAC may store the Métis-specific data collected in a secure and protected server and database
- 3.6. After any project is completed or stopped for any reason, the Data (audio/visual recording, originals of notes, transcripts, photographs and other records) 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 CPAC 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 Elder's guidance will be sought on any matters relating to ceremony or traditional practices and beliefs

5. Publication/Reporting

- 5.1. Notwithstanding the Saskatchewan Métis Research & Data Governance Framework principle of ownership, CPAC may publish findings for public reporting and scholarly and educational purposes. Any other use of the data and



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

- 5.2. MN-S will have the opportunity to review any materials and discuss authorship prior to publication
- 5.3. CPAC will provide MN-S with two copies of all publications, conference papers and other educational and scholarly materials produced during the project
- 5.4. 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.

6. Privacy & Security

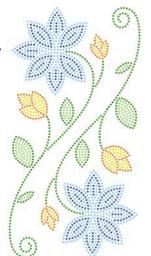
- 6.1. The parties agree to comply with HIPA as the standard for protecting identifiable personal health information
- 6.2. The parties will apply safeguards to protect the confidentiality and integrity of information collected, such as password protection and secure networks.

7. Dispute Resolution

- 7.1. 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.

8. Indemnification

- 8.1. 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. Notification

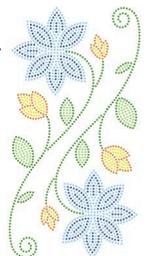
9.1. Any notice of written communication required under this agreement may be given as follows:

Craig Earle
Canadian Partnership Against Cancer
145 King Street West, Suite 900
Toronto, ON M5H 1J8
Email: craig.earle@canadianpartnershipagainstcancer.com
Phone: (877) 360-1665
Fax: (416) 915-9224

Adel Panahi
Director of Health
Métis Nation – Saskatchewan
310 - 20th Street East
Saskatoon, SK S7K 0A7
Email: apanahi@mns.work
Phone: (306) 250-6417

10. Duration, Withdrawal and Termination

- 10.1. The Parties view this MOU as a living document that may be updated by mutual agreement
- 10.2. Any Party wishing to withdraw from the MOU shall provide a two-month notice to the other party
- 10.3. The MOU may be terminated at any time with mutual written consent of the parties



11. Effective Date and Signature

This MOU becomes effective on March 7, 2022

<u>March 7, 2022</u>		<u>Adel Panahi</u>
Date	Richard Quintal Chief Executive Officer Métis Nation-Saskatchewan	Witness

<u>March 7, 2022</u>		<u>Adel Panahi</u>
Date	Marg Friesen Health Minister Métis Nation-Saskatchewan	Witness

<u>Mar 8, 2022</u>		
Date	Craig Earle Chief Executive Officer Canadian Partnership Against Cancer	Witness

