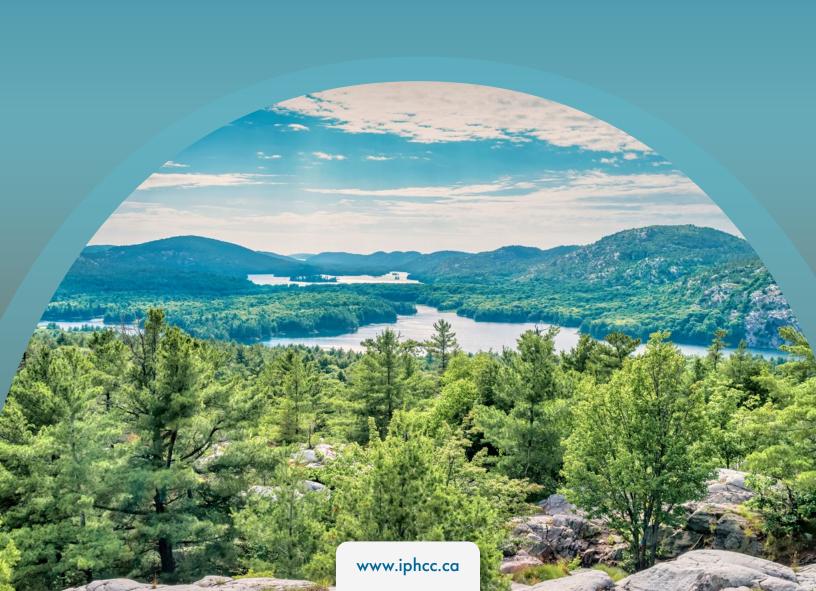
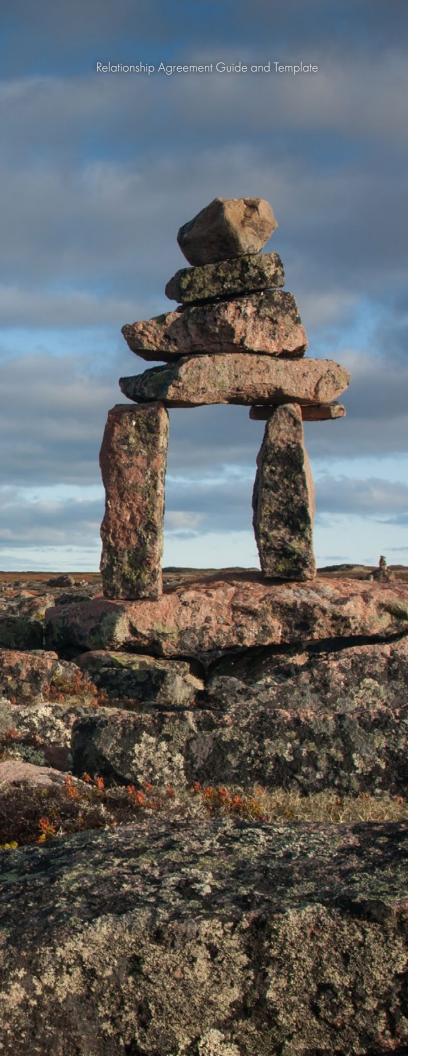


Relationship Agreement Guide and Template 2025





CONTENTS

Acronyms and Definitions	3
Relationship Agreement Guide and Template - Fostering Collaborative Relationships to	
Better Meet Indigenous Health Needs	4
Purpose and Roadmap	4
Worksheet and Checklist	5
Relationship Agreement Template	14

Project Team

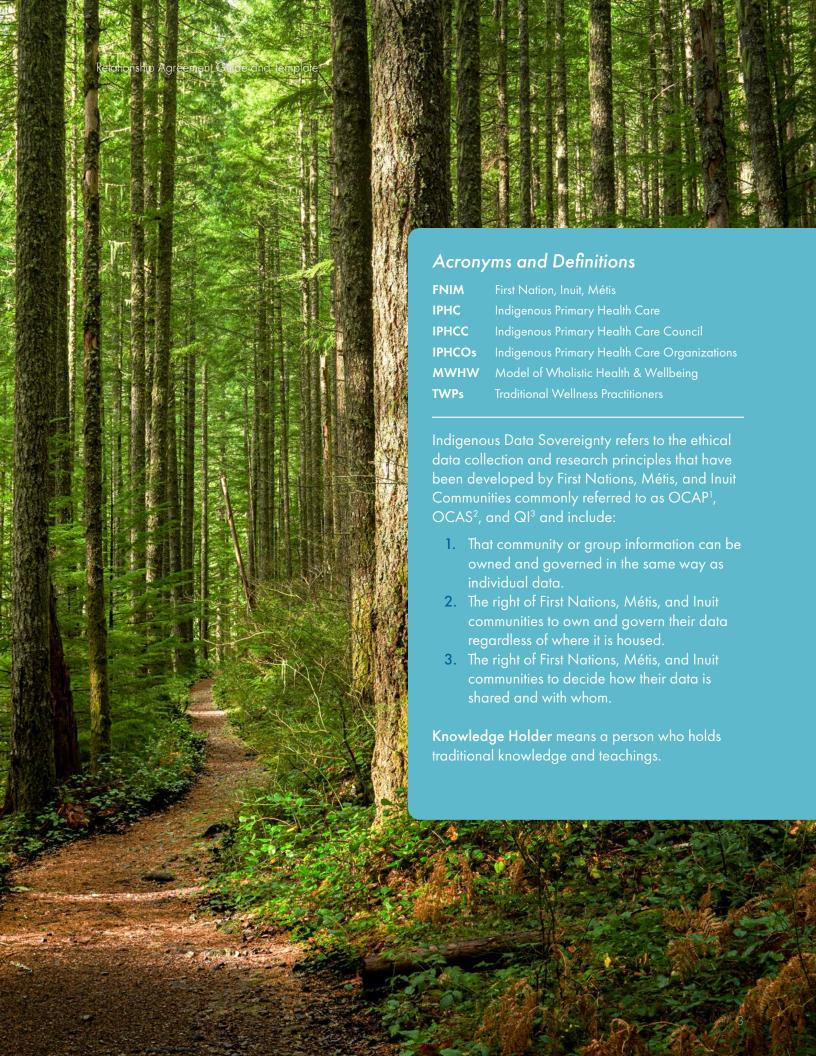
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RELATIONSHIP AGREEMENT GUIDE AND TEMPLATE

Fostering Collaborative Relationships to Better Meet Indigenous Health Needs

This guide has been created for Indigenous and non-Indigenous organizations seeking to enter into reciprocal Relationship Agreements. Components of the Guide include:

- Background information and purpose of relationship agreement(s)
- Worksheet and checklist for preliminary discussions
- Template relationship agreement

The template agreement is intended to be amended based on your unique processes, needs, and the specific relationship. The Indigenous Primary Health Care Council (IPHCC) has developed this resource for its members and others. As new relationships are formed, please consider sharing your final Agreements with IPHCC for learning and record keeping purposes. IPHCC are available to support as needed and capacity allows. If you would like assistance, please email relations@iphcc.ca.

Purpose and Roadmap

IPHCC has been working with various system partners to ensure First Nations, Inuit & Métis (FNIM) communities are meaningfully engaged in provincial health system transformation efforts. Ultimately, the aim is to improve Indigenous health outcomes. Healthcare organizations, community agencies, public health units, provincial organizations, and other stakeholders are being looked at to be part of constructive change in Indigenous relations. In addition, IPHCC members (IPHCOs) have expressed a need for support to create more formal agreements with other Indigenous-led and non-Indigenous organizations in their region that span across the entire continuum of care. Utilizing a formal Relationship Agreement ensures common interests and objectives are mutually supported and further strengthens the relationship.

Relationship Agreements are similar to Memoranda of Understanding (MOUs). Unlike Service Agreements and funding agreements where there is an exchange of money, services, or goods, Relationship Agreements are not legally binding. For the purpose of developing and strengthening local relationships, IPHCC recommends that it is explicitly stated that these Agreements are not intended to create any binding contractual or financial obligations. In addition, it should be made clear that these documents do not have the authority to address the range of issues arising from Aboriginal and Treaty rights.

PURPOSE & INTENT OF RELATIONSHIP

Consider using the text below for your new Agreement

Make amendments and/or additions based on the specific relationship. For convenience, all recommended text provided throughout this guidance document is also captured in the Relationship Agreement Template.

Tips for this section

- Reflect on the purpose and intent of entering and/or strengthening a relationship
- Identify the Indigenous community or communities that you will be working with in your Agreement.
- Identify the mainstream organizations or stakeholders that you will be working within in your Agreement.

Purpose & Intent: In acknowledgement of the Indigenous legal principles that have guided Indigenous People since time immemorial, we first give recognition to the ancestors, spiritual connections, lands, waters, air and living beings that connect us to one another. This recognition reminds us of our responsibilities to creation and to each other, and that Indigenous Health requires connection.

This Relationship Agreement is signed in the context of a continuing journey of truth-telling about the history of Indigenous peoples and is recognized as a step towards healing and reconciliation. Truth-telling acknowledges the positive stories, strengths, and unique knowledge, as well as the injustices faced by Indigenous peoples throughout our shared history.

This Agreement seeks to right the negative impact of colonial processes on Indigenous peoples' health and wellbeing and create space for Indigenous voices at all governance and decision-making levels without prejudice or oppression through application of colonial ways and laws.

Together, (Party A) and (Party B) have come together in the spirit of:

- Resurgence of Indigenous Health in Indigenous Hands
- Reconciliation as a step toward healing
- Transformation to Indigenous Health Pathways that clients can trust

DISCUSS RELATIONSHIP FOUNDATIONS

Consider using the text below for your new Agreement

For convenience, all recommended text provided throughout this guidance document is also captured in the Relationship Agreement provided below.

Tips for this section

- What are the main principles and objectives that we can establish for this new/ renewed relationship?
- What principles are most important to your organization?
- As a non-Indigenous organization, reflect on the role you can play a role in Truth & Reconciliation through your commitment to working with FNIM individuals and communities. And in this case, specifically with Indigenous health organizations. Take the time to draft a committed statement about their your in Truth & Reconciliation which can be added to the Agreement. Offer support as a true and equal party.
- What are the main areas and activities we wish to collectively tackle through this new relationship? What does a successful relationship look like and what activities will we undertake to achieve our collective objectives?

Relationship Foundations: This relationship is rooted in the following principles:

Culturally Safe: parties create an environment that is free from racism and discrimination for everyone.

Mutual Benefit: both/all parties view the relationship as beneficial.

Shared Decision-making: parties work collaboratively for a common purpose and make space for all voices when making decisions.

Fair & Equitable: parties provide resources for an equitable relationship.

Reflective: parties are reflective and evaluate regularly.

Solutions-Oriented: parties review and respond to problems in a thoughtful and timely way.

Communicative: parties have open, frequent, transparent, and honest dialogue.

Transformative: parties work collaboratively to change systems to ensure the client is supported in their health choices. **Common Vision:** As parties, we have an opportunity to work collaboratively for greater collective benefits. We will work jointly on initiatives that will enhance Indigenous health outcomes, remove barriers for clients on their health journeys, seek solutions to significant systemic issues and evaluate continually for the purpose of transformation.

OVERCOMING DIFFERENCES (CONFLICT RESOLUTION)

Consider using the text below for your new Agreement

For convenience, all recommended text provided throughout this guidance document is also captured in the Relationship Agreement Template provided below.

Tips for this section

 What are our respective philosophies for resolving differences as they arise?

Overcoming Differences: The process of overcoming differences speaks to the nature and foundation of a culture just as much as the ceremony and language does. The ability to look to traditional ways of knowing and doing during these times speaks to how well those teachings are embodied. Conflict is a natural part of life; it is not negative or positive.

Unresolved conflict can lead to broken communication and relationships dissolving. Together, we value the strength of this relationship and commit to participating in a process of resolving conflict in a way that is:

- 1. Open,
- 2. Honest,
- 3. Respectful,
- 4. Fair, and
- 5. Intent on finding resolution.

Any difference between the parties arising out of the interpretation or application of this Agreement will be settled amicably through informal discussion and resolution.

FOSTERING THE RELATIONSHIP

Consider using the text below for your new Agreement

In addition to capturing decisions made regarding how you intend to evaluate this Agreement, consider using the text below in your new Agreement. For convenience, all recommended text provided throughout this guidance document is also captured in the template Agreement.

Tips for this section

- What aspects of our engagement and goals can we commit to evaluating? Examples include:
 - Structural elements (e.g. was an agreement in place)
 - Process design (e.g., Was the engagement well designed and executed?)
 - Outcomes (e.g., What resulted from our engagement work?
 Did it make a difference?)

Tools to evaluate the engagement can include surveys, interviews, and sharing circles. If parties are receptive to this, the evaluation could be discussed at the first feast to review progress. IPHCC can support development of guiding questions and surveys to evaluate the relationship, upon request and capacity availability. For more information on available support email relations@iphcc.ca.

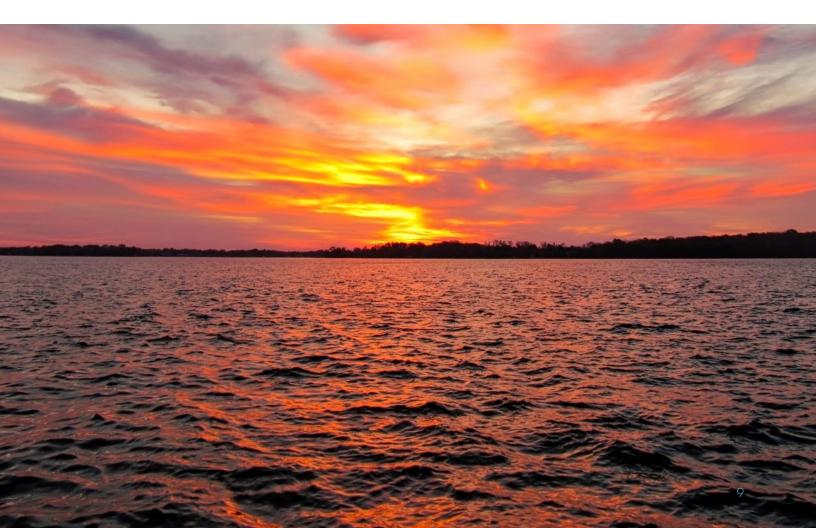
Fostering the Relationship: As parties, we have a responsibility to the spirit of this Agreement. The acknowledgement of this spirit requires that we treat this Agreement as a living document, by continuing to breathe life into its intent.

Each year, we will reflect on the progress of the relationship by undertaking an evaluation process and undertake a feasting ceremony to celebrate the work done the previous year, set the intention for the coming year and recognize creation that has allowed us to do this important work.

DATA GOVERNANCE & DATA SOVEREIGNTY

IPHCC and its members recognize the importance of observing shared data principles and support the sovereignty of Indigenous peoples' data. IPHCC's mandate sees the inclusion of all Indigenous groups (First Nations, Inuit, and Métis). Thus, in addition to First Nations Ownership, Control, Access, and Possession (OCAPTM) principles, Inuit Qaujimajatuqangit (IQ) principles, and Métis Ownership, Control, Access, and Stewardship (OCAS) principles, IPHCC developed its own shared principles which will strive to encapsulate all traditional teachings and healing principles across FNIM cultures, traditions, and data systems. The Stories of Strength principles were designed to reflect the unique teachings of the MWHW, where culture is at the core of our data approach.

Relationship Agreements should not represent a data sharing agreement between the Parties. When requested, and appropriate consents have been granted, the IPHCO may choose to share Indigenous specific, aggregated, and non-identifying data for the purpose of providing or improving culturally safe and relevant health services and will be responsible for coordinating its provisions in accordance with applicable laws and directions of the specific community.



CENTERING INDIGENOUS VOICES

Taking an Indigenous human rights-based approach to Indigenous health initiatives and/or foci means building strong, mutually respectful and reciprocal relationships with FNIM communities, ensuring that their voices are centered and amplified.

Strong, effective, and meaningful Relationship Agreements include a commitment to making concentrated efforts to embed Indigenous voices within decision-making structures as they relate to Indigenous health. Wise practices may include:

- Identifying a Knowledge Holder to provide an Indigenous worldview on the activities of the Board of Directors, ensuring a safe space⁴ for participation is in place.
- Targeting recruitment of Indigenous staff in all areas of the organization, including leadership positions.
- Establishing an Indigenous Advisory Circle (refer to IPHCC's Indigenous Advisory Structures resource).
- Implementing a Two-Eyed Seeing⁵ approach to organizational and program design.

In many Indigenous cultures, the crow is seen as cunning and intelligent and considered to be an old spirit carrying with it knowledge from past lifetimes.

Culturally appropriate and safe processes must be considered by non-Indigenous organizations as they move towards increasing access to or embedding traditional healing practices within models of care. This is of particular importance when working with Traditional Wellness Practitioners (TWPs)⁶. A verification process for TWPs differs from mainstream practitioners. This process includes an additional level of complexity where the community being served must be included in the endorsement process. Of great importance in this step is the relationship established with local communities and this will also be supportive of the diversity within Indigenous groups (i.e., First Nations, Inuit and Métis).

Non-Indigenous organizations should not be implementing a verification process of TWPs.
Rather, this a process that should only be done by an Indigenous entity with lived experience and traditional knowledge.

A non-negotiable to consider including within your Relationship Agreement is the commitment to co-create and implement a process in which any vetting or verification of TWPs is lead by an Indigenous entity (e.g., FNIM partner(s), established internal Indigenous advisory structure, established internal Indigenous verification body, etc.).

RELATIONSHIP SUPPORTS & LOGISTICS

All relationships require unique tools and processes to support the continued growth and development of the relationship. This section includes additional discussion items to consider as you define your shared objectives and work. These details do not necessarily need to be included in the Relationship Agreement and some sections may not be applicable for your specific relationships.

SHARED RESOURCES

Each Party bring unique and valuable knowledge and resources to the table. Resources can be financial, human resources, material, space, existing knowledge products, and others. What resources are available to support the work to be done?

Resource Sharing

Party A will provide:

Party B will provide:

Add additional parties as needed.

Financial Commitments

Both parties will bear their own financial costs associated with this Agreement. Financial responsibilities for specific projects or services will be set out in separate contracts.

Roles & Responsibilities:

Discuss specific roles and responsibilities for each party.

Communication & Coordination:

Discuss mechanism and frequency for communication.

Determine the cadence and other details for ongoing meetings:

- Who will be the secretariat for meetings?
- How often should we meet?
- Where should we meet?
- Who should be in attendance?
- Are there parameters around meeting planning?
 (e.g., timing of delivery of pre-reading materials, etc.)

Consider, in advance, any discussion or agreement needed on branding, social media posting, website posting, public sharing of Information regarding the relationship, and other communication elements.

Name	Position	Meeting Role
Ms. Adriel Lewis	IPHCO CEO	Co-Chair (Example only)

Decisions Making

All decisions must be made by consensus. If one party doesn't agree, there is no decision. Consider requiring that regular participants of these meetings take training to understand the goals and processes of consensus building, so decisions are thoughtful, efficient, and reflective of many perspectives at the table.

It can be beneficial to discuss openly decision-making and governance, including how financial decisions will be made. Consider how are decisions, commitments, and anticipated time frames are captured and followed up on. Consider which and how each organization are making relevant decisions. Consider strengths brought by all the parties as well as potential blind spots, gaps, and differing worldviews.

Participants will be respectful by listening, waiting for their turn to speak, and being strength-based/solutions-oriented.

Cultural Practices

Meetings will include cultural practices to the best of their ability. This could include a traditional opening and closing by a trusted Elder or Knowledge Holder, smudging, sharing circles, or other protocols. Non-Indigenous health care organizations may benefit from supports on how to work with Indigenous Knowledge Holders. Refer to the IPHCC Wise Practice guide.



In many Indigenous cultures, the Beaver is a symbol of perseverance, resourcefulness, and hard work.

FINALIZING THE AGREEMENT: CEREMONY & PUBLIC ANNOUNCEMENT

Every community is unique in the way that they enter relationships. Communities will work with Elders and Knowledge Holders in a way that is specific and appropriate to their protocols. Some next steps to consider are:

- Determine how, when, and where the Relationship Agreement will be signed.
 As a best practice, it is recommended that the signing takes place in person and a land acknowledge be included within the Relationship Agreement. Below is an example for inclusion at the end of the Relationship Agreement:
 - This Relationship Agreement has been signed on the Traditional and unceded territory of the Huron-Wendat, Haudenosaunee, and the territory of the Mississaugas of the Credit. This territory was the subject of the Dish with One Spoon Wampum Belt Covenant, which is an agreement between the Iroquois Confederacy and the Ojibwe and allied nations to peaceably share and care for the resources around the Great Lakes. We also acknowledge that Toronto is covered by Treaty 13 under the Toronto Purchase Agreement with the Mississaugas of the Credit.

- Determine whether there will be a public announcement and if so, who will be drafting the announcement and consider approvals that need to be obtained.
- If the relationship is with a non-Indigenous organization, recommend that they draft a committed statement about their role in truth & reconciliation, which could be included in the final Relationship Agreement.
- Determine whether a formal ceremony will take place to recognize the relationship, determining appropriate participants (e.g., Board representatives from both Parties, Executive and Senior Leadership, etc.).
- Determine when the first annual feasting ceremony will be to review progress and evaluate relationship if this is deemed appropriate for your organization.



RELATIONSHIP AGREEMENT TEMPLATE

Relationship Agreement

This Relationship Agreement sets the terms and understanding between the (Party A - Indigenous) and the (Party B - non-Indigenous) in the spirit of building a reciprocal relationship in support of improving Indigenous health outcomes by addressing and advancing particular Calls to Action from the Truth & Reconciliation Commission of Canada report.

This Relationship Agreement is informed by, and respects, the principles of Indigenous Data Sovereignty.

Definitions:

"Indigenous Data Sovereignty" refers to the ethical data collection and research principles that have been developed by First Nations, Métis, and Inuit Communities commonly referred to as OCAP⁷, OCAS⁸, and QI° and include:

- That community or group information can be owned and governed in the same way as individual data.
- The right of First Nations, Métis, and Inuit Communities to own and govern their data regardless of where it is housed.
- The right of First Nations, Métis, and Inuit Communities to decide how their data is shared and with whom.

"Knowledge Holder" means a person who holds traditional knowledge and teachings.

Purpose & Intent

In acknowledgement of Indigenous legal principles that have guided Indigenous people since time immemorial, we first give recognition to the ancestors, spiritual connections, lands, waters, air and living beings that connect us to one another. This recognition reminds us of our

responsibilities to creation and to each other, and that Indigenous Health requires connection.

This Relationship Agreement is signed in the context of a continuing journey of truth-telling about the history of Indigenous peoples and is recognized as a step towards healing and reconciliation. Truth-telling acknowledges the positive stories, strengths, and unique knowledge, as well as the injustices faced by Indigenous peoples throughout our shared history.

This Agreement seeks to right the negative impact of colonial processes on Indigenous peoples' health and wellbeing and create space for Indigenous voices at all governance and decision-making levels without prejudice or oppression.

As parties, (Party A) and (Party B) have come together in the spirit of:

- Resurgence of Indigenous health in Indigenous hands,
- Reconciliation as a step toward healing,
- Transformation to Indigenous health pathways that clients can trust.

This Relationship Agreement is meant to guide ongoing conversations and collaborations between (Party A) and (Party B). It does not represent endorsement or consent for specific initiatives. All parties acknowledge that consent for endorsement or participation for specific projects will need to be obtained on a case-by-case basis.

Add any additional details about the purpose and intent of the relationship both parties agree to here, including the treaty and non-treaty Indigenous communities that you will be working with in your Agreement.

Relationship Foundations

This relationship is rooted in the following principles:

- Culturally Safe: parties create an environment that is free from racism and discrimination for everyone.
- Mutual Benefit: both/all parties view the relationship as beneficial.
- Shared Decision-making: parties work collaboratively for a common purpose and make space for all voices when making decisions.
- Fair & Equitable: equal participation, open and transparent actions, and respect for each other.
- Reflective: parties are reflective and evaluate regularly.
- Solutions-Oriented: parties review and respond to problems in a thoughtful and timely way.
- Communicative: parties have open, frequent, transparent, and honest dialogue.
- Transformative: parties work collaboratively to change systems for to ensure the client is supported in their health choices.
- Common Vision: As parties, we have an opportunity to work collaboratively for greater collective benefits. We will work jointly on initiatives that will improve Indigenous health outcomes, remove barriers for clients on their health journeys, seek solutions to significant systemic issues and evaluate continually for the purpose of transformation.

Add any additional details about the objectives and principles discussed and agreed to by both parties above here. For example, your organization may wish to include the seven teachings as guiding principles.



Examples of Joint Initiatives		
Details		

Overcoming Difference

The process of overcoming challenges speaks to the nature and foundation of a culture in a similar as ceremony and language does. The ability to look to traditional ways of knowing and doing during these times speaks to how well those teachings are embodied. Conflict is a natural part of life; it is not negative or positive.

Unresolved conflict can lead to broken communication and relationships dissolving.

Together, we value the strength of this relationship and commit to participating in a process of resolving conflict in a way that is:

- · Open,
- Honest,
- Respectful,
- Fair, and;
- Intent on finding resolution.

Any difference between the Parties arising out of the interpretation or application of this Agreement will be settled amicably through informal discussion and resolution.

Fostering the Relationship

Together, we have a responsibility to the spirit of this Agreement. The acknowledgement of this spirit requires that we treat this Agreement as a living document, by continuing to breathe life into its intent.

Each year parties will reflect on the progress of the relationship by undertaking an evaluation process and undertake a feasting ceremony to celebrate the work done the previous year, set the intention for the coming year, and recognize creation that has allowed us to do this important work.

Add details about evaluation process both parties agree to here.

Binding Effect

This document is not intended to create any binding contractual or financial obligations. Any legally binding financial commitments or other obligations should be accompanied by Service Agreements and contracts that clearly outline deliverables.

Further, this Agreement does not have the authority, nor the intent, to address the range of issues arising from Aboriginal and Treaty rights.

Data Governance

The Parties recognize and respect the right to Indigenous self-determination and autonomy. This Agreement does not represent a Data Sharing Agreement (DSA). When requested, and appropriate consents have been granted, both parties may choose to share Indigenous specific data for the purpose of providing or improving culturally safe and relevant health services and will be responsible for coordinating its provisions in accordance with applicable laws and community directions.

Indigenous Data Sovereignty

By entering into this agreement, (Party A) and (Party B) both acknowledge the need for respect and support First Nations, Inuit, and Métis Peoples' data sovereignty. In Ontario Health Data Council's recently released report titled "Ontario Health Data Council Report: A Vision for Ontario's Health Data Ecosystem" 10 it was stated:

"The Council advises that Ontario must recognize and respect First Nations, Inuit, and Métis peoples' rights to self-determination, including self-governance. These same rights apply to the governance of First Nations, Inuit, and Métis' health data and are in accordance with documents guiding Canada's relationship with Indigenous peoples, such as the Truth and Reconciliation Commission's 94 Calls to Action and the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP)."

(Party B) agrees to acknowledge the same.

(Party B) further acknowledges that (Party A) is internally committed to safeguarding Indigenous

data, which must inform how this Relationship Agreement is interpreted. For example,

- The traditional knowledge that (Party A) collects does not belong to (Party A).
 (Party A) holds traditional knowledge on behalf of Knowledge Holders, subject to obligations that are consistent with Indigenous Data Sovereignty.
- It is important to (Party A) that decisions and actions regarding data it collects remain in line with values of Indigenous self-determination. That means (Party A) is obliged:
 - To clearly identify for Knowledge Holders, the purposes for how their data is collected, created, held, or otherwise used; and
 - To prevent misuse of traditional knowledge, such as through cultural appropriation and inappropriate profit motives, and general unauthorized use.

The need to move beyond existing protections for Indigenous knowledge is reflected in Canada's ongoing efforts to modernize legislation, like the Privacy Act to acknowledge the uniqueness of Indigenous interests in relation to personal information and to bring Canadian laws in line with principles of Indigenous data sovereignty and the United Nations Declaration on the Rights of Indigenous Peoples.¹¹

As Canadian laws develop, (Party A) and (Party B) acknowledge that Indigenous data needs protection in a way that is similar to Personal Health Information (PHI). For PHI, there are key obligations and restrictions imposed by the Personal Health Information Protection Act, 2004. One of the most important is about consent. Consent is required for the collection, use, and disclosure of PHI.¹²

(Party A) and (Party B) agree in this Relationship Agreement that the guiding principle for collection, use, or disclosure of Indigenous data, such as traditional knowledge, is informed consent. Consent is informed when individuals who share their data know the purpose of the collection, use or disclosure and that they may give or withhold their consent.

Centering Indigenous Voices

By entering into this Agreement, (Party B) agrees to take an Indigenous human rights-based approach to Indigenous health initiatives and/or foci by embedding Indigenous voices within internal decision-making structures. In doing so, they commit to the following:

- Creating space for a Knowledge Holder to participate on the Board of Directors.
- Creating a committee of the Board that is comprised of Indigenous representatives that act as an advisory structure of the organization.
- Targeting recruitment of Indigenous staff for all positions, including leadership.
- Establishing an Indigenous Advisory Circle with decision-making authority.
- Implementing a Two-Eyed Seeing approach to organizational and program design.

(Party B) commits to co-creating and implementing a process in which any vetting or verification of Traditional Wellness Practitioners is lead by an Indigenous entity.

Term of the Agreement

Signatures

Name:

Name:	Organization:

If signed in person, add an acknowledgment of the land where the Agreement was signed.

Organization:



End Notes

- 1 First Nations data sovereignty principles of ownership, control, access, and possession (OCAP).
- 2 Métis data sovereignty principles of ownership, control, access, and stewardship (OCAS).
- 3 Inuit data sovereignty principles of Inuit Qaujimajatuqangit (IQ).
- 4 A safe space includes welcoming Indigenous perspectives to the table in a non-judgemental and open-minded manner. It may also mean creating space so that they are able to solicit feedback from other Indigenous groups so that they are better able to participate and feel comfortable sharing perspectives.
- 5 A Two-Eyed Seeing approach is understood as a guiding principle and teaching towards the importance of learning to see from one eye the strengths in Indigenous knowledge and ways of knowing, and from the other eye the strength in western approaches.
- **6** Traditional Wellness Practitioners are inclusive of Traditional Healers, Elders, Knowledge Holders, language teachers, land-based programmers, ceremonial specialist, regalia makers etc.
- 7 First Nations data sovereignty principles of ownership, control, access, and possession (OCAP).
- 8 Métis data sovereignty principles of ownership, control, access, and stewardship (OCAS).
- 9 Inuit data sovereignty principles of Inuit Qaujimajatuqangit (IQ).
- 10 https://www.ontario.ca/page/ontario-health-data-council-report-vision-ontarios-health-data-ecosystem
- 11 Government of Canada, "Privacy Act Modernization: Engagement with Indigenous Partners–What We Have Learned (So Far) and Next Steps" Part One: Context and Summary.
- 12 Personal Health Information Protection Act, 2004, s. 18.

