



Information Sharing Agreement – Tuberculosis Data

BETWEEN:

**Government of Nunavut
as represented by the Minister of Health (the "GN")**

AND

Nunavut Tunngavik Incorporated ("NTI")

(Each a "**Party**", and collectively the "**Parties**")

1. PREAMBLE

Whereas:

- A. The general authority for the sharing of information under this agreement is provided through the Article 32 Information Sharing Agreement (Article 32 ISA) (attached as Annex A). The Article 32 Policy (Executive and Intergovernmental Affairs) states:
 - a. "To facilitate NTI's participation in a specific Social or Cultural Initiative, the GN may provide NTI with information necessary for engagement in policy, legislation, or regulation development, in accordance with the GN/NTI Information Sharing Agreement.
 - b. Any information shared under this Policy will be considered confidential and privileged as outlined in the GN/NTI Information Sharing Agreement and may not be shared without the consent of the GN.
 - c. For further clarity, the GN shall not share information, including correspondence and other documents that are protected by privilege, including solicitor-client privilege, Cabinet privilege, and Parliamentary privilege, where such privilege has not been explicitly waived by the privilege-holder."

- B. Section 17 of the Public Health Act, the Department of Health may share aggregate data where specific individuals are unidentifiable, for the purposes of health promotion, or the development of public health policies or services.

Therefore, the parties agree as follows:

2. ROLES AND RESPONSIBILITIES

Each party to this agreement agrees to be responsible for the actions of its employees, agents, and contractors with respect to the use, disclosure and disposition of the information that is subject to this agreement.

Any costs incurred by a party in the context of this agreement are the responsibility of that party.

Where each party requires disclosure and disposition of the information to Inuit Tapiriit Kanatami or Indigenous Services Canada, both parties will collaborate on the information to be provided in activity and financial reports related to Nunavut Regional Action Plan for Tuberculosis Elimination (RAP) initiatives within ten business days, and ensuring information protected by law will not be provided in such activity and financial reports.

3. PURPOSE

The purpose of this document is to set out the Terms and Conditions regarding the collection, use, disclosure, retention, protection, disposal and destruction of relevant data related to Tuberculosis (TB) in Nunavut to guide both Parties' TB Elimination efforts.

While the Article 32 Information Sharing Agreement establishes the overall framework for the exchange of information between the Department and NTI, this agreement will be used to define and manage specific instances of transfer of TB-related health information between the Parties. The structure of this agreement is flexible, allowing for the incorporation of additional information requests as required, so long as the required privacy protections by law are adhered to, including the protection of individual persons.

4. BACKGROUND

This Agreement is in support of both Parties commitments to TB Elimination in Nunavut, including the Nunavut Regional Action Plan for Tuberculosis Elimination (RAP). The Agreement intends to address ten (10) areas of focus to improve health care with NTIs participation in the development, design and delivery of government health programs and services, including contextual factors related to TB incidence rates, Inuit employment and the use of Inuktitut in TB Programming. These will be done through:

- 1) Partnership, collaboration and advocacy
- 2) Strengthening the health system
- 3) Housing
- 4) Nutrition, food security and food sovereignty
- 5) Strengthening families and communities
- 6) Eliminating TB stigma
- 7) Strengthening the Nunavut TB Program
- 8) Community TB screening and treatment
- 9) Inuit education and employment
- 10) Inuit governed research

5. INFORMATION TO BE SHARED UNDER THIS AGREEMENT

The following describes the aggregate information to be shared by the Department under this agreement;

- a) Regular and ad hoc sharing by the GN of the reported incidence of active TB disease at territorial and regional levels;
- b) Creating and sharing a defined set of public-facing indicators that include relevant epidemiologic data;
- c) Timely sharing of information typically published within the publicly available TB reports;
- d) Regular and ad hoc sharing by the GN of data on the reported prevalence of latent TB infection (LTBI) at the territorial and regional level;

Regular and ad hoc sharing by the GN of information on the actual or presumed relative degree of TB activity at the community level necessary to support informed discussions and decisions on prioritization of TB elimination activities and RAP implementation.

Such information can be provided as follows;

Annually:

- Reported cases of active TB:
 - Number and rate by region – current year and most recent 10 years (time trend graph)
 - Numbers and rates by age and sex
 - Numbers only (no rates) by community - current year and time trend
 - Proportion Inuit/Other
 - Treatment completion rate
 - Social Determinants of Health – e.g. proportion of annual cases with unstable housing, food insecurity, smoking, substance use

- Reported cases of Latent TB Infections (LTBI):
 - Number and rate by region – current and previous years after it became reportable (time trend graph)
 - Numbers and rates by age and sex
 - Numbers only (no rates) by community - current year and time trend
 - Treatment completion rate

Quarterly (or semi-annually):

- Number of reported cases of active TB by region

Ad hoc:

- Notification of outbreaks (regardless of whether there has been a public notice)

The following describes the information to be shared by NTI:

- National TB Elimination Action Plan updates and progress, including funding allocations towards the Regional Action Plan
- NTIs hosting of its online TB training course

6. INFORMATION REQUEST AND UTILIZATION

Either party will provide the other with data in support of the implementation of the TB Elimination under the following Terms and Conditions:

- a. The Information request will be made electronically through the designated contacts in each party as specified in Section 7.

- b. The party providing the information (the Provider) will provide the requesting party (the Recipient) with a time estimate to complete the data request and will notify the Recipient if there will be a delay in providing the data.
- c. The information will be transferred to the Recipient via a secured mechanism acceptable to the party providing the information.
- d. The information provided may only be used within the Recipient Party for the purpose of supporting TB Elimination, including activities under the Regional Action Plan.
- e. Information may not be shared outside of the Recipient organization without the approval of the Provider.
- f. In the case of de-identified data, the Recipient will not attempt to re-identify the subjects of the released data;
- g. The Recipient will store and manage the released data in a secure manner and be responsible for protection of the data while it is in their possession;
- h. If either Party suspects that there has been an unauthorized access ('breach') of the released data, they will immediately notify the other Party of the suspected breach. It will be the responsibility of the Recipient of the data in question to:
 - i. Initiate a process to conduct investigation and determine the nature and scope of the breach;
 - ii. Develop and implement a process to mitigate the breach and ensure it does not occur again;
 - iii. Provide regular updates on the progress of points ii and iii; and
 - iv. Submit a final report to the Provider on the mitigation of the breach once it has been completed.
- i. The Recipient will retain the released information only as long as necessary to complete the work;
- j. To securely destroy the released information at the end of the retention period, and to provide the other party with certification of such destruction; and
- k. In the event that becomes necessary to share an individuals' personal information between the parties, it may only be done so with the consent of the individual, and all other terms and conditions would apply.

7. DESIGNATED CONTACTS

The designated contacts are:

Department of Health

Chief Public Health Officer

P.O. Box 1000, Stn 1000

Iqaluit, NU X0A 0H0

NTI

Director, Department of Social and Cultural Development

P.O. Box 638

Iqaluit, NU X0A 0H0

jmike@tunnigavik.com

8. AMENDMENTS

This agreement may be amended with written agreement of the parties.

9. TERM

This agreement will come into effect upon the date of the last signature and will remain in effect until extended or terminated by one of the Parties through the provision of thirty (30) business data days written notice.

10. DISPUTE RESOLUTION

The Parties agree that, both during and after the performance of the terms of this Agreement, each of them shall make bona fide efforts to resolve by good faith negotiations any dispute between them.

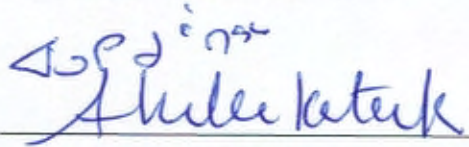
DESIGNATED CONTACTS

11. **SIGNATURES**

ANNEX 1 - Article 32 Information Sharing Agreement

The parties have caused this Agreement to be executed as of the date indicated below:

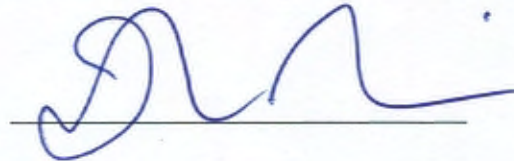
FOR Nunavut Tunngavik Inc



Aluki Kotierk
President

Nov 21, 2022
Date

FOR The Department of Health



John Main
Minister of Health

Nov 21/22
Date

ANNEX 1 – Article 32 Information Sharing Agreement

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FOR The Department of Health

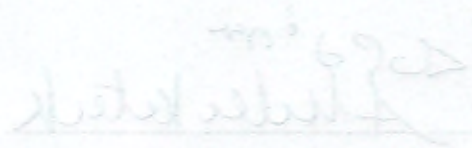


John Mann

Minister of Health

Nov 21, 2022
Date

FOR Nunavut Tunngavik Inc.



Alan Kooze

President

Nov 21, 2022
Date



An Agreement
Respecting the Sharing of Information for the
Implementation of Article 32 of the *Nunavut Agreement*

between
the Government of Nunavut
as represented by the
Minister of Executive and Intergovernmental Affairs

And
Nunavut Tunngavik Incorporated

1.0 Short Title

1.1 This Agreement may be referred to as the "Article 32 Information Sharing Agreement".

2.0 Context

2.1 The Agreement proceeds from the commitments made by the Government of Nunavut (GN) and Nunavut Tunngavik Incorporated (NTI) in the *Katujjiqatigiinniq Protocol, 2020*.

2.2 This Agreement is intended to assist the GN and NTI in the implementation of Article 32 obligations and joint priorities under the GN/NTI Protocol, and the GN Article 32 Policy.

2.3 It is recognized that information sharing is an integral part of engagement in social and cultural policy development. This Agreement will strengthen the Parties' ability to carry out their responsibilities while ensuring that information is safeguarded.

3.0 Background and Purpose

3.1 Under Article 32, "A Nunavut Social Development Council (Council) shall be established to promote the principles and objectives in sections 32.1.1 and 32.2.1, notwithstanding that there may be other bodies established in the Agreement or outside it which also promote these principles and objectives."



- 3.2 NTI has performed duties of the Nunavut Social Development Council (the "Council") since 2002 and established a Social Development Department (the "Department") in their organization. The governing authority for the Social Development Department are the Board of Directors of NTI.
- 3.3 NTI advocates for Inuit rights and the implementation of the Nunavut Agreement in accordance with its governing by-laws, delegating the Social and Cultural Development department as the primary department to fulfill the principles, goals and objectives of Article 32 of the Nunavut Agreement.
- 3.4 Government is obligated to provide Inuit of Nunavut with an opportunity to participate in the development of social and cultural policies, and in the design of social and cultural programs and services, including their method of delivery in Nunavut, and endeavour to reflect Inuit goals and objectives where it puts in place such social and cultural policies, programs and services.
- 3.5 This Agreement is for the purpose of sharing information between the Parties to implement Article 32 obligations.
- 3.6 In addition to engaging NTI, the GN will continue to consult or engage directly with Inuit in the general public, special interest or stakeholder groups on any social and cultural issues facing the territory.
- 3.7 For greater certainty, this Agreement applies specifically to the application and implementation of Article 32 of the Nunavut Agreement and does not apply to the development of policy items, regulations and legislative initiatives pursuant to other Articles of the Nunavut Agreement with specific processes setting out Inuit or DIO participation in decision-making or policy development. This includes but is not limited to:
- Article 5 (Wildlife Management);
 - Article 11 (Land Use Planning);
 - Article 12 (Development Impact);
 - Article 23 (Inuit Employment within Government); and
 - Article 24 (Government Contracts).
- 4.0 Authorized Use**
- 4.1 The sharing and use of information by either Party under this Agreement is authorized for the purpose of ensuring that Article 32 obligations are met effectively and consistently, through meaningful engagement and collaboration between the Parties to enhance social and cultural wellbeing of Inuit in Nunavut.



5.0 Objective

- 5.1 The Parties recognize that proper data and information will be required to ensure effective engagement on social and cultural policy development. The Policy Development Process under the Article 32 Policy will involve gathering and analyzing data to facilitate discussions, build an understanding, validate key findings, understand potential solutions, and report on findings and recommendations to ensure informed decisions.
- 5.2 The objective of this Agreement is to facilitate the effective implementation of Article 32 of the *Nunavut Agreement* by ensuring an optimal flow of information between the Parties.
- 5.3 To serve that objective, Parties shall undertake to organize, manage, and communicate information between them in ways that seek to:
- (a) maximize the candour and timeliness of information flow and its usefulness on receipt;
 - (b) relay information as soon as practical;
 - (c) pay particular attention, and offer maximum receptiveness, in responding to specific information requests;
 - (d) present information in ways that most readily lend themselves to complete and early comprehension;
 - (e) demonstrate maximized flexibility in adapting information flows to best contribute to collaborative policy development; and,
 - (f) minimize technical or logistical barriers or complexities.
- 5.4 Either Party may identify areas where there are gaps in shared information needs and explore ways to reduce or overcome those gaps.
- 5.5 In cases where there is a need to create information or produce aggregated data from source material, it shall be done in a manner consistent with the requirements of the *Access to Information and Protection of Privacy Act*.
- 5.6 The Parties may engage in data gathering activities and seek to access other information as required as part of their research on various social and cultural issues.

6.0 Application to Social and Cultural Initiatives

- 6.1 This Agreement applies to the sharing of information used for social and cultural initiatives as may reasonably fall within sections 32.1.1. and 32.2.1. of Article 32



of the *Nunavut Agreement*, including all initiatives falling within the GN Article 32 Policy, 2020.

6.2. A social or cultural initiative means any initiative to amend an existing or create a new social or cultural policy, program or service. This includes the method of delivery for social or cultural programs and services. Social or cultural subject matter includes:

- justice
- education
- health
- housing
- language
- culture
- employment
- training
- economic support
- harvesting support
- adoption
- family services

6.3 This Agreement applies to information used for social and cultural initiatives of GN departments, territorial corporations, and NTI departments.

7.0 Scope of Information to be Shared

7.1 The Agreement applies to Article 32 information within the custody and control of either Party that is available, by way of law of general application or policy, to every member of the public in Nunavut.

7.2 Both Parties shall make best efforts to maximize disclosure of data, records and documents related to Article 32 implementation.

7.3 Data includes both qualitative and quantitative information used by either Party for research, analysis, and policy development for Article 32 purposes.

7.4 The information to be shared between the Parties is intended to contribute to effective collaboration and engagement on social and cultural initiatives. The types of policy documents to be shared by either Party for Article 32 purposes includes, but is not limited to the following documents, in draft and final form:

- (a) policy intentions papers;
- (b) policies;
- (c) policy frameworks;
- (d) discussion papers;
- (e) policy analysis papers;
- (f) research and options papers;
- (g) program and service proposals;
- (h) regulatory proposals;
- (i) working documents for legislative initiatives;
- (j) strategies;



- (k) implementation plans;
- (l) action plans;
- (m) protocols;
- (n) monitoring and evaluation reports;
- (o) program review and audit reports;
- (p) research papers, studies, and surveys;
- (q) public and stakeholder consultation plans;
- (r) community and public consultation reports;
- (s) annual reports;
- (t) socioeconomic datasets including qualitative and quantitative data; and
- (u) statistics, demographics, community profiles and similar information.

7.5 For further clarity, the GN may share working documents to produce draft legislative proposals and draft bills with NTI; however, the GN will not disclose copies of legislative proposals and draft bills. The GN will also not disclose any correspondence with Standing Committees of the Legislative Assembly, the Speaker, and the Office of the Legislative Assembly.

7.6 Where relevant for Article 32 purposes and respecting any confidentiality provisions, the Parties will seek to share draft and/or final versions of intergovernmental and interagency agreements. These agreements include binding and non-binding agreements and may be referred to as memorandum of understanding, memorandum of agreement, protocol, agreement-in-principle, and final agreement. The Parties will seek approval from other signatories of draft agreements prior to disclosure.

7.7 The parties may agree to pursue research projects for Article 32 purposes, which may involve the collection of personal information. Such research projects will be considered on a case-by-case basis and will be conducted in a manner that is consistent with the Access to Information and Protection of Privacy Act.

8.0 Focused Application to Particular Initiative

8.1 The Parties may include specific provisions on information-sharing through terms of reference developed to apply to a specific social or cultural initiative.

8.2 Such terms of reference may identify information required at the development stage of an initiative or for its duration, including the implementation, monitoring, evaluation and renewal stages.



- 8.3 Sharing of such information should be provided so as to allow substantive review and analysis and the supply of feedback, input, and suggested revisions.
- 8.4 Where information is requested but denied, written reasons should be provided by either Party which includes a rationale for the decision.
- 9.0 Communications**
- 9.1 The Parties may jointly develop any public or press releases related to Article 32 implementation and share relevant information as needed for these purposes.
- 10.0 Security and Confidentiality**
- 10.1 All information exchange is to be approved through GN and NTI departmental heads. Senior managers in the GN will be responsible for seeking approval from their respective deputy heads prior to sharing information under this Agreement.
- 10.2 The Parties agree that shared information which is not otherwise known in the public domain will be considered privileged and confidential.
- 10.3 Each Party will take such measures as are appropriate to ensure the confidentiality of the confidential information and the protection of all confidential information from fire, theft and unauthorized use or disclosure.
- 11.0 Use of Shared Information**
- 11.1 The information made available in accordance with this Agreement will be accessed and used only for authorized purposes as stated within the Agreement. No Party shall use the information for any other purposes without written approval from the other Party.
- 11.2 Any information shared between the Parties for the purpose of Article 32 implementation is shared in good faith to support a collaborative working relationship.
- 11.3 Any public comments by either Party on initiatives must maintain confidentiality of information shared under this Agreement. Each Party must provide advanced notice of any planned public commentary.
- 12.0 Disclosure of Shared Information**
- 12.1 The Parties shall not claim confidentiality regarding any information that is commonly available to the public.



- 12.2 The Parties shall consult each other prior to disclosing any information that is not commonly available to the public.
- 12.3 In the event that information shared with and in the custody or under the control of the GN under this Agreement becomes the subject of an access to information request in accordance with the *Access to Information and Protection of Privacy Act*, the GN shall consult with NTI in the manner prescribed in section 26 of the Act prior to releasing any information.
- 12.4 Information will be shared through electronic means. Each Party will ensure secure information management systems are in place within their organization.
- 13.0 Information Not Anticipated to Be Shared**
- 13.1 The Agreement does not oblige the GN to disclose information where it has a constitutional prerogative or statutory discretion to withhold information.
- 13.2 Where the GN invokes such prerogative or discretion to withhold information, it shall relay its rationale to do so to NTI, offering as much detail as it considers possible, and restricting its non-disclosure to what is essential.
- 13.3 The GN shall not share information that is protected by privilege, including solicitor-client privilege, Cabinet privilege, and Parliamentary privilege, where such privilege has not been explicitly waived by the privilege-holder.
- 13.4 For greater certainty, GN and NTI acknowledge that the GN may withhold any information relating to Cabinet advice and deliberations, the conduct of intergovernmental affairs, and the securing of legal advice.
- 13.5 For greater certainty, GN and NTI acknowledge that the GN shall withhold any information involving the privacy of individuals, both as employees of the GN and members of the public, including all matters protected by the *Access to Information and Protection of Privacy Act*, the *Personal Information Protection and Electronic Documents Act*, and similar legislation. Information shall also be withheld where there is any risk that aggregately tabulated information could inadvertently reveal matters of personal privacy.
- 13.6 In circumstances where either Party expressly supplies the other Party with a written reason why certain information can only be shared with conditions of confidentiality or otherwise limiting use, either Party may decide whether or not to accept the information as bound by such conditions. Prior to any such information



being shared, either Party may seek to satisfy itself as to how the other would propose to safeguard such conditions.

14.0 Other Agreements

14.1 This Agreement does not detract from existing information sharing agreements or preclude new ones.

15.0 Disclaimer

15.1 Nothing in the Agreement is intended to interpret the scope or application of Inuit rights under Article 32 or any part of the Nunavut Agreement.

16.0 Periodic Review

16.1 The Parties shall designate responsible officials to meet annually, or sooner upon the request of either Party, to discuss and review the implementation, modification, periodic validation, or amendment of this Agreement.

17.0 Effective Date and Term

17.1 The terms of this Agreement will become effective upon the date of the last signature of the Parties.

17.2 This Agreement remains valid should the Council become established separately from Nunavut Tunngavik Incorporated.

17.3 Either Party may terminate this Agreement by giving 90 days of written notice to the other Party. Upon the termination of this Agreement, the Parties shall return or destroy any documents that received from the other Party.



IN WITNESS WHEREOF the parties have executed this Agreement on the date written.

Atuq Kotee
President
Nunavut Tunngavik Incorporated
March 1, 2021
Date

Joe Sanikiluaq
Premier
Government of Nunavut
March 1, 2021
Date