

**Namgis First Nation**

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# **Use and Occupancy Mapping Protocols for Information Use and Security**

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14 September 2007

Version 1.0

## Document Change History

Version	Date	By Whom	Comments
0.9	2007-09-07	S. Kilburn	Draft version (based upon Planlab Ltd. draft "Protocol and recommendations for operationalizing cultural data for local decision making")
1.0	2007-09-14	S. Kilburn	Edited and updated after discussions with Brian Svanvik.

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## Overview of this Document

This document lays out protocols regarding digital data and map products produced from the Namgis First Nation Use and Occupancy Study.

## Access to Datasets

In this section, “raw dataset” means any use and occupancy dataset that includes information that could compromise provisions described in the Band Council Resolution regarding confidentiality. These include any dataset including information that might disclose the specific activity or use for particular features or the individuals who provided the information.

1. All community members who are permitted access to use and occupancy datasets must be familiar with and agree to the confidentiality conditions attached to the collection of the raw data.
  - (a) See Appendix A for a copy of the Band Council Resolution defining confidentiality requirements.
2. Raw use and occupancy datasets will only leave the community if third parties are contracted by the Namgis First Nation to provide specific technical services.
  - (a) Before datasets are released to the third parties, they must sign a written confidentiality agreement. See Appendix B for an example agreement.

## Derived Datasets

In this section, “derived dataset” means any use and occupancy dataset that has been sufficiently generalized and obfuscated such that specific activities or uses and individuals who provided information cannot be determined.

3. Derived datasets will only be released to third parties after a Band Council Resolution authorizing their release has been passed.
4. Derived datasets will only be released under provisions that enforce Namgis First Nation copyright and assure that the datasets are used to further Namgis First Nation interests.

## Graphical Outputs in Digital and Paper Formats

5. Graphical representations of use and occupancy data should be created and used with care.
6. Hard-copy or digital maps illustrating use and occupancy data by theme can be shown to third parties in meetings or for negotiations. Copies of these maps, however, will never be given to third parties.
7. Hard-copy or digital maps that are generalized can be both shared and distributed to third parties. Here, “generalized” is defined by a test:

- (a) From looking at the map and its legend, a reader should not be able to know the specific activity or use of a point, line or area on the map.
  - (b) The reader should not be able to know the names of the community members who contributed these data.
  - (c) *A simple way to generalize the cultural data is to eliminate custom symbolization, and to aggregate all types of use and occupancy data together onto one map.*
8. The community may decide that for specific applications, such as negotiating site-specific development activities, it is necessary to disclose the details of individual mapped features. Here, third parties will be required to enter into a signed agreement with the community regarding the confidential nature, use, ownership and re-distribution conditions attached to these data.
9. All graphical outputs (digital and paper formats) will include the following **disclaimer**:
- All land use and occupancy information on this map belongs to the Namgis First Nation (“NFN”) and is CONFIDENTIAL. Information portrayed on the map does not constitute all NFN use and occupancy of the area covered by the map. The map is to be used only for purposes authorized by NFN. It may not be displayed in any public place, copied or transmitted to any person using any medium without written authorization from NFN.*

## **Storage of Raw Digital Datasets**

10. Use and occupancy datasets will only be stored on computers in the community that are secure and accessible to individuals who are familiar with the confidentiality conditions attached to the collection of the raw data.
11. The community will maintain at least one full copy of the use and occupancy datasets offsite as a backup.

# Appendix A: Confidentiality Band Council Resolution



Indian and Northern  
Affairs Canada

Affaires indiennes  
et du Nord Canada

## BAND COUNCIL RESOLUTION

Chronological no.

File reference no.

**NOTE:**

The words "from our Band Funds" "capital" or "revenue", whichever is the case, must appear in all resolutions requesting expenditures from Band Funds.

The council of the <b>NAMGIS FIRST NATION</b>		Cash free balance	
		Capital account	\$ _____
Date of duly convened meeting (YYYY-MM-DD) 2007/04/11	Province <b>B. C.</b>	Revenue account	\$ _____

DO HEREBY RESOLVE:

**WHEREAS;** 'Namgis First Nation (NFN) Chief and Council are doing a use-and-occupancy map survey, the purpose of which is to provide a baseline snapshot of how living members of NFN have used and occupied the land and water of their territory, and to provide high quality information for resource management, preserving cultural heritage, education, negotiations, and court; and

**WHEREAS;** NFN Chief and Council strongly encourage the full support of our members and wish to address any concerns members might have regarding confidentiality of information;

**THEREFORE BE IT RESOLVED;** that the following provisions regarding confidentiality of use and occupancy information be adopted;

No person may look at a respondent's individual maps or listen to a respondent's individual map session audiocassettes without that respondent's written permission. The only exception to this pertains to people hired by the NFN to work on the map survey.

All people hired by the NFN to conduct the map interviews or to put the collected information in a form it can be used, are bound by legal contract to honour strict rules of confidentiality.

The final set of maps will not have any person's name on it.

The report that goes with the maps will have people's names in it, but access to it will be strictly controlled by the NFN Chief and Council. It will be used only for advancing NFN resource management, cultural heritage, education, negotiations, court, and advancing 'Namgis jurisdiction and interests.

## **Appendix B: Use and Occupancy Data Access Agreement with Third Parties**

### **Agreement for Access to Use and Occupancy Data between the Namgis First Nation and \_\_\_\_\_**

**Agreement:** Dated this \_\_\_\_ day of \_\_\_\_\_, \_\_\_\_

**Between:** Namgis First Nation (hereafter 'NFN')  
49 Atli St., PO Box 210  
Alert Bay BC Canada  
V0N1A0

OF THE FIRST PART.

**And:** (hereafter the 'Contractor')

OF THE SECOND PART.

WHEREAS NFN requires services related to use and occupancy data;

AND WHEREAS the Contractor represents that it possesses skills, experience and competence necessary to provide those services;

AND WHEREAS NFN and the Contractor have agreed to enter into a contract with each other regarding the provision of those services (hereafter, the 'Assignment');

AND WHEREAS the Contractor requires access to use and occupancy data, and associated documentation, materials and knowledge to complete the Assignment;

NOW THEREFORE this Agreement witnesses that in consideration of the mutual provisions contained in this Agreement, hereinafter referred to as the 'Agreement', NFN and The Contractor agree each with the other as follows:

#### 1 Confidentiality:

- 1.1 The Contractor shall at all times treat as confidential and safeguard in trust and in confidence for and on behalf of NFN all use and occupancy data, documentation, materials, knowledge or information acquired from NFN by it or any of its officers,

directors, employees, agents or other representatives during the course of performing the Assignment.

1.2 The Contractor shall ensure that the Contractor and its officers, directors, employees, agents and other representatives shall not at any time directly or indirectly copy, reproduce or use, or release or disclose to any third party, any such above-noted data, documentation, materials, knowledge or information acquired from NFN, without first obtaining the prior written consent of NFN.

2 Termination:

2.1 NFN may with or without cause for any reason terminate this Agreement at any time. Upon termination of this Agreement under this section, the Contractor shall forthwith deliver to NFN all data, documentation, materials and other items that are the property of NFN that are in the possession of the Contractor.

IN WITNESS WHEREOF the parties hereto have duly executed this Agreement.

SIGNED, SEALED AND DELIVERED	)	NAMGIS FIRST NATION
in the presence of	)	of the first part
	)	
_____	)	_____
Witness as to execution by:	)	Per:
	)	
_____	)	_____
Full legal name:	)	Full legal name:
	)	
	)	_____
	)	Date:
	)	
	)	_____
	)	of the second part
	)	
_____	)	_____
Witness as to execution by:	)	Per:
	)	
_____	)	_____
Full legal name	)	Full legal name:
	)	
	)	_____
	)	Date: