



AGREEMENT PROTOCOL ON THE USE OF THE STUDENT INFORMATION SYSTEM (SIS) AND SIS DATA MANAGEMENT

BETWEEN

**The First Nations Education Council (FNEC)
95 rue de l'Ours, Wendake, QC G0A 4V0**

AND

The FNEC Member Communities

February 2015

Table of Contents

1 - Introduction	1
2 - Guiding Principles	4
3 - Community OBLIGATIONS	5
4 - FNEC Obligations	6
5 - Data Management Committee	7
6 - Support	11
7 - Customization	13
8 - Confidentiality	14
9 - Insurance	15
10 - SubContracting	16
11 - Liability	17
12 - Annual Review	18
13 - Destruction of Data	20
14 - Duration	21
15 - Termination of Agreement and Deletion of Data	22
16 - Notifications	23
17 - Signatures	24
Appendices	25
Appendix C	28
Appendix D	29

Foreword

The purpose of this Agreement Protocol is to establish a data governance and management framework between the Community and the FNEC with regards to the Student Information System (SIS). It was drafted by a committee comprised of FNEC employees assisted by legal counsel. Throughout the validation phase that started in October 2013 and lasted until March 2014, presentations were made to FNEC education representatives and their comments were taken into account in finalizing the Agreement Protocol.

The SIS (referred to herein as CANO, which is the SIS used by the FNEC) is a web-based application hosted and managed by the FNEC that is used by local education authorities to facilitate and streamline school data collection and production of reports.

CANO was first introduced in FNEC-member community schools in 2010 as a pilot project. All of the communities with schools adopted full use of the system in 2013 for attendance and report card management.

CANO is a student information system used to manage student academic records, along with information on special education, employee records, and post-secondary student records. In addition, certain reports, including the nominal roll, can be produced through CANO. Parents and students can also access CANO through a web portal. CANO is web-based software which means that the software and data is hosted by the FNEC and users access them through an Internet browser. Depending on the access CANO users have been granted, they can access different sections and perform various operations based on the permission associated with their user accounts.

The guiding principles in this Agreement are to be interpreted in conformity with the principles of First Nations' Ownership, Control, Access, and Possession (OCAP). OCAP principles together represent assertion of self-determination applied to research and data governance.

This Agreement defines the responsibilities of both parties (the Community and the FNEC). It also refers to the Data Management Committee, which will be comprised of five members: three FNEC Community Representatives appointed by the FNEC General Assembly in a manner to be determined by the FNEC General Assembly, at least two of which will represent a community with a school; and two FNEC employees appointed by the FNEC in a manner determined by the FNEC.

The Data Management Committee, in keeping with the present Agreement and its terms of reference, will report to the FNEC General Assembly on the implementation of the Agreement Protocol, review special requests for customization, and advise the FNEC and the FNEC General Assembly with regards to the collection, use, and dissemination of Common Indicator Data and all other Aggregate Data sets.

1 - INTRODUCTION

1.1 Definitions

AANDC: Aboriginal Affairs and Northern Development Canada.

Aggregate Data: Community Data, including Common Indicator Data that has been aggregated or combined by the FNEC for the purpose of reporting back to the Communities. Examples of Aggregate Data include, but are not limited to, the following:

Monthly Attendance Rate: The number of days attended by all students divided by the total number of teaching days in a month multiplied by 100.

Literacy Rate: The percentage of students who have received a passing mark on the Secondary V English Language Arts examination.

CANO: A school and student information database maintained and operated by the FNEC.

Common Indicator Data: Data in categories common across all the Communities; the aggregation of which by the FNEC is approved by the FNEC General Assembly.

Community: A First Nation for which the FNEC provides data-management services via the CANO database. In the present Agreement, the plural form “Communities” refers to all First Nations for which the FNEC provides data-management services via the CANO database.

Community Data: Data specific to the Community stored in CANO. Examples of Community Data include, but are not limited to, the following:

- Student records (grade levels);
- Student retention (student attendance per class, per day, per month);
- Report cards (results per course, per standardized test, per grade level, workplace practicums through the Work-Oriented Training Path program);
- Program offered (regular, immersion, Work-Oriented Training Path);
- Individualized Education Plans (quantity, per category);
- The nominal roll (elementary and secondary education programs, list of provincial schools attended, number of teaching days, number of professional development days);

Data Management Committee (Committee): The Committee will be comprised of five members: three FNEC Community Representatives appointed by the FNEC General Assembly in a manner to be determined by the FNEC General Assembly, at least two of which will represent a community with a school; and two FNEC employees appointed by the FNEC in a manner determined by the FNEC. The Committee, in keeping with the present Agreement and the Committee's terms of reference, will report to the FNEC General Assembly on the implementation of the Agreement Protocol, review special requests for customization, and advise the FNEC and the FNEC General Assembly with regards to the collection, use, and dissemination of Common Indicator Data and all other Aggregate Data sets.

FNEC Community Representatives: An individual nominated by his or her community through a band council resolution to sit at the FNEC General Assembly.

First Nations Education Council (FNEC): A First Nations regional management organization that represents First Nations in the domain of education across Quebec.

First Nation Student Success Program (FNSSP): A program overseen by AANDC that provides funding to participating First Nations and First Nation organizations with the goal of improving literacy, numeracy, and student retention. The FNSSP has three main components: School Success Plans, Student Learning Assessments, and Performance Measurement.

1. BACKGROUND

1.1.1 The key elements of the Performance Measurement component of the FNSSP include the following:

- School and student performance improvement goals and targets as identified in school success plans;
- Performance indicators;
- A school data system, data analysis, and reporting requirements.

1.1.2 For the purposes of the FNSSP, CANO is the school data system used by the FNEC and the Communities. As the manager of the CANO system, the FNEC is responsible for system maintenance, security, tool customization, training, and access.

1.1.3 The present Agreement establishes a framework of principles and procedures regarding the confidentiality, collection, and use of the Community's data by the FNEC.

1.2 Purpose of this Agreement

The purpose of the present Agreement is as follows:

1.2.1 To protect the confidentiality of Community Data, Aggregate Data, and Common Indicator Data;

1.2.2 To regulate access to data held on the CANO database, whether Community Data, Aggregate Data, or Common Indicator Data;

1.2.3 To define the protocol and procedures that will guide the collection, use, publication, and dissemination of Community Data, Aggregate Data, and Common Indicator Data by the FNEC and the Communities.

2 - GUIDING PRINCIPLES

The present Agreement is to be interpreted in conformity with the principles of First Nations Ownership, Control, Access, and Possession (OCAP). OCAP principles together represent assertion of self-determination applied to research and data governance. For the purposes of the present Agreement, these principles are defined as follows:

Ownership: Communities own their school (i.e. staff and student) data in the same way that an individual owns his or her personal information. They may make arrangements to share this data with key stakeholders, but in doing so the privacy of the student and staff must be absolutely protected and respected.

- School and staff data and information is “owned” by the Community collectively.
- However, personal data remains “the property” of the student or staff member and therefore collection of school data and information must serve the needs of the collective while protecting personal privacy.

Control: Communities have the right and the responsibility to control how their school data is collected, used and managed.

- The Communities may control what data is being collected, how it’s being collected and for what purposes.
- Any collection, use and management of data will be controlled so as to ensure and to protect the individual privacy, dignity, and collective rights of students and staff.
- Communities exercise local control with a view to enhancing local capacity.

Access: Communities have the right to determine who has access to their data and information regardless of where it is held. Communities also have the right to access their data not currently under their control or ownership. In addition, Communities have the right and the responsibility to manage, and make decisions regarding access to their school and student data and information.

- Access management requires clearly understood and articulated supporting frameworks (e.g. protocols, policies, etc.) that reflect the dignity, and the collective and individual rights of students and staff; the present Agreement is designed to serve as such a framework.

Possession: Possession is a mechanism by which ownership can be asserted and protected. Communities have the right to exercise physical control (e.g. printed or electronic documents or other SIS, etc.) over their school data and information, and to determine who may exercise physical control over such data and information.

3 - COMMUNITY OBLIGATIONS

The Community's obligations under the present Agreement are as follows:

- 3.1 To appoint an FNEC Community Representative and to ensure that throughout the duration of this Agreement an FNEC Community Representative is identified. The FNEC Community Representative is to act as a liaison between the Community, the Data Management Committee, and the FNEC;
- 3.2 To ensure that all applicable authorization forms are properly filled out and up to date;
- 3.3 To ensure that all persons employed by, or acting for the Community with access to the CANO database have a clearly defined level of access appropriate to their position, and that the form at Appendix A is properly filled out and up to date for each person from the Community who has access to CANO;
- 3.4 To ensure that only those community members who have signed the Confidentiality Agreement (Appendix C) are granted access to the CANO database and to take measures to ensure that the CANO database is only used in accordance with the said Confidentiality Agreement;
- 3.5 To ensure that whenever the Community removes an individuals' access to CANO it does so using the form at Appendix B;
- 3.6 To participate in, and comply with the annual review process set out in Section 12;
- 3.7 To fulfill all of the obligations imposed on the Community by the FNSSP Contribution Agreement between it and the FNEC, or any similar contribution agreement requiring data collection and transmission to a funding agency, and in particular the reporting requirements set out in any such agreement.

For greater certainty, in fulfilling its obligations under the present Agreement, the Community is not required to consult the Data Management Committee.

4 - FNEC OBLIGATIONS

The FNEC's obligations under the present Agreement are as follows:

- 4.1 To maintain, according to the terms of this Agreement, all data held in CANO in the FNEC's possession;
- 4.2 To ensure all FNEC employees with access to CANO have a clearly defined level of access appropriate to their position and have signed the Confidentiality Agreement (Appendix C);
- 4.3 To ensure that only those employees who have signed the Confidentiality Agreement are granted access to CANO and to take measures to ensure that the CANO database is only used in accordance with the said Confidentiality Agreement;
- 4.4 To conduct an annual review process and to provide the Communities with all necessary information and reasonable time to conduct their part of the process;
- 4.5 To fulfill all of the obligations imposed by any agreement relating to the management of Community Data, and in particular:
 - 4.5.1 The obligations imposed by the FNSSP Contribution Agreement between the FNEC and AANDC, and in particular the reporting requirements set out in that agreement;
 - 4.5.2 The obligations imposed by the FNSSP Contribution Agreement between the FNEC and the Community;
 - 4.5.3 To fulfil the purpose of the present Agreement, as set out in section 1.3, specifically:
 - 4.5.3.1 To protect the confidentiality of Community Data, Common Indicator Data, and Aggregate Data;
 - 4.5.3.2 To regulate access to data held on the CANO database, whether Community Data or Aggregate Data;
- 4.6 To implement and support the administrative framework for the Data Management Committee.
- 4.7 To notify the Community in the manner provided for in the present Agreement of all matters relating to the Agreement and concerning the Community

For greater certainty, in fulfilling its obligations under the present Agreement, the FNEC is not required to consult the Data Management Committee.

5 - DATA MANAGEMENT COMMITTEE

5.1 Composition of the Data Management Committee

- 5.1.1 The Data Management Committee (referred to herein as the Committee) will, in keeping with the present Agreement and the Committee's terms of reference, report to the FNEC General Assembly on the implementation of the Agreement Protocol, review special requests for customization, and advise the FNEC and the FNEC General Assembly with regards to the access, collection, use, and dissemination of Common Indicator Data and all other Aggregate Data sets.
- 5.1.2 The Committee's terms of reference will be determined and may be modified from time to time by the FNEC General Assembly.
- 5.1.3 The Committee will be comprised of five members: three FNEC Community Representatives appointed by the FNEC General Assembly in a manner to be determined by the FNEC General Assembly, at least two of which will represent a community with a school; and two FNEC employees appointed by the FNEC in a manner determined by the FNEC.
- 5.1.4 The Committee will communicate with each Community via their respective FNEC Community Representative.

5.2 Purpose of the Committee

The Committee shall have the following purpose:

- 5.2.1 To ensure, within the framework of this agreement, that the Communities are involved as full partners, by virtue of the Committee's work, in the access, collection, use, and dissemination of Community Data and Aggregate Data sets;
- 5.2.2 To promote awareness of the fact that the data management process established by the present Agreement is a First Nation owned process;
- 5.2.3 To take measures to ensure that the access, collection, use, and dissemination of Common Indicator Data will conform to the guidelines set out below.

5.3 Data Access Guidelines

Access to Community Data will be determined in keeping with the following guidelines:

- 5.3.1 The Community shall have access to its own Community Data at any time;
- 5.3.2 All requests by third-party individuals or organizations for access to

Community Data belonging to the Community shall be directed to the Community's FNEC Community Representative and responses to such requests shall be determined by the Community;

5.3.3 The FNEC shall have access to the Community's Data, as regulated by the FNEC's internal request and confidentiality policies and in conformity with its Code of Ethics, at any time for the purposes of its internal operations, internal analyses, and reporting back to the Community or Communities; such operations, analyses and reports may include, but are not limited to, the following:

- Generating student population numbers for funding formulas;
- Generating the number of grade levels offered within a school for funding formulas;
- Generating the list of practicums offered to student in the Work-Oriented Training Path for program reporting to AANDC;

5.3.4 Except as otherwise set out in the present Agreement, to access Common Indicator Data or Aggregate Data, a third-party individual or organization must make a request for such access to the FNEC, which will forward the said request to the Committee. The Committee will consider the request and forward it along with its opinion as to the proper response to the FNEC General Assembly for a final determination of whether the request should be granted;

5.3.5 By resolution, the FNEC General Assembly may at any time, and subject to such terms and conditions as it deems appropriate, delegate its power to determine whether requests by third parties for access to Common Indicator Data or Aggregate Data should be granted to the Committee.

5.4 Data Collection Guidelines

Data collection will take place in keeping with the following guidelines:

5.4.1 Any data collection undertaken by the FNEC in the Community – other than as required for the fulfillment of this Agreement, program operations, or as mandated by the Communities at an FNEC General Assembly – must be approved by that Community's FNEC Community Representative.

5.4.2 By resolution, the FNEC General Assembly may, at any time, and subject to such terms and conditions as it deems appropriate, delegate to the Committee the power to mandate data collection.

- 5.4.3 During the process of data collection, the strengths, cultures, languages, and traditional norms of the Communities must be respected wherever possible.
- 5.4.4 In keeping with the standards set out herein, the FNEC will act to ensure the confidentiality of individual and Community Data, unless the individual or the FNEC Community Representative of the Community in question, as the case may be, explicitly waives in writing the right to the confidentiality of the information collected.

5.5 Data Use Guidelines

Data use and analysis will take place in keeping with the following guidelines:

- 5.5.1 The Community may use its own Community Data at any time as it sees fit.
- 5.5.2 As far as possible, fact finding and analysis should be participatory allowing Communities to determine which indicators should be measured and how.
- 5.5.3 General analyses of the aggregate of the Common Indicator Data or other Community Data aggregate(s) will be conducted by the FNEC as per the direction of the FNEC General Assembly.
- 5.5.4 By resolution, the FNEC General Assembly may, at any time and subject to such terms and conditions as it deems appropriate, delegate its power to direct the FNEC in conducting general analyses of the aggregate of the Common Indicator Data or other Community Data aggregate(s) to the Committee.
- 5.5.5 All resulting analyses will be distributed to the FNEC Community Representatives and reviewed by the Committee for input on the interpretation of the results.
- 5.5.6 All resulting draft reports or publications will be distributed to the FNEC Community Representatives and reviewed by the Committee.

5.6 Data Publication & Dissemination Guidelines

Dissemination and publication of data will take place in keeping with the following guidelines:

- 5.6.1 The Community may publish or disseminate its own Community Data at any time as it sees fit.

- 5.6.2 All communications pertaining to aggregate Community Data will follow generally accepted ethical standards, including:
- Confidentiality – All personal information will be made anonymous and remain confidential;
 - Respect for OCAP – The participating Communities will receive results and be invited to provide input and feedback on these results;
 - No Prejudice or Misuse – All communication efforts shall be calculated to benefit First Nations Communities and, to the extent that is reasonable, not harm them in any way.
- 5.6.3 The release of any results or publications based on Common Indicator Data or Aggregate Data must be approved by resolution of the FNEC General Assembly.
- 5.6.4 By resolution, the FNEC General Assembly may, at any time and subject to such terms and conditions as it deems appropriate, delegate its power to approve the release of results and publications based on Common Indicator Data or Aggregate Data to the Committee.
- 5.6.5 All publications of results based on Aggregate Data, including Common Indicator Data, shall contain the following copyright notice: Copyright - First Nations Education Council (FNEC) – (year).
- 5.6.6 All publications of Aggregate Data shall contain a notice, as set out in Appendix D disclaiming responsibility and forbidding users from copying any published data and re-disseminating it, in the original context or a modified form, without the express written permission of the Committee.
- 5.6.7 The Committee will undertake its best efforts to ensure the protection of data within the limits described above, and cannot be held responsible for any data misinterpretation, manipulation, or any other event beyond its control.

6 - SUPPORT

- 6.1 Subject to the terms and conditions of this Agreement, the FNEC will make reasonably required efforts to provide support, as requested, to ensure the normal use of CANO by the Community. The Community agrees to assist and cooperate with the FNEC, as reasonably required by the FNEC, in the resolution of such problems.
- 6.2 Requests for support are to be made by the Community by email or by telephoning the FNEC info line. The FNEC may require that such requests be made through the submission of a Support Request Form, the template for which would be prepared by the FNEC.
- 6.3 The FNEC will provide the Community with the license to use CANO, in addition to training and support free of charge; provided that the FNEC receives the required funding from AANDC to provide the Community with such license and support. In the event that the FNEC does not receive the said funding:
 - 6.3.1 This Agreement will be deemed to have been terminated by the FNEC and all data will be treated as prescribed in s. 15.3;
 - 6.3.2 The parties will undertake an analysis of the different options available to mitigate the effects of the termination of the Agreement.
- 6.4 Support includes:
 - 6.4.1 Telephone and email communications;
 - 6.4.2 Debugging and testing conducted by FNEC support personnel or testers;
 - 6.4.3 How to use features of CANO;
 - 6.4.4 Additional technical support/assistance provided by the FNEC;
 - 6.4.5 Training;
 - 6.4.6 Daily backup.
- 6.5 Support excludes:
 - 6.5.1 Recovery of lost data that is beyond the control of the FNEC, including, but not limited to, data loss resulting from a user's intentional acts, error, or negligence;
 - 6.5.2 Software problems resulting from hardware malfunctions;
 - 6.5.3 Problems created by the Community's breach of the terms and conditions of this Agreement, negligence or fault;

- 6.5.4 The use of CANO on a computer system or with software other than as specified or otherwise authorized by the FNEC;
 - 6.5.5 Assistance with any use of CANO not common to all the Communities or necessary for the management of student files.
- 6.6 If the Community requires assistance from the FNEC for any issues with respect to which the FNEC is not bound to provide support pursuant to the present Agreement, the FNEC may provide such services in a manner to be determined upon agreement between the FNEC and the Community and at the FNEC services rates applicable at that time.

7 - CUSTOMIZATION

- 7.1 The FNEC has no obligation to undertake any customized development of CANO not approved by the Communities in Assembly in accordance with the process established by the present Agreement.
- 7.2 The process for approving customized development of CANO is as follows:
- The Community may, from time to time and in writing, request that the FNEC undertake certain customized developments of CANO;
 - The FNEC will analyse all such requests to determine their feasibility, taking into account, among other things, technical difficulty, costs, available budget, and the applicability to all Communities of the requested customization.
- 7.3 The FNEC has no obligation to undertake any customized development of CANO relating to uses of CANO not common to all Communities or necessary for the management of student files. Due to limited resources, funding does not permit the FNEC to accept such customization requests.

For greater certainty, uses of CANO necessary for the management of student files include, but are not limited to, storing the following kinds of data:

- Report cards;
 - Student information;
 - Class lists;
 - Teacher schedules;
 - Student timetables;
 - School calendar;
 - Staff information;
 - Individualized Education plans.
- 7.4 If, however, the Community does request such customization, the FNEC may provide such customization as needed for a fee and on a timeline to be determined by agreement between the FNEC and the Community.
- 7.5 Further, if the Community requests in writing to FNEC that its customization requests be supported at no cost due to the potential use by other Communities, the FNEC will analyze the request and forward its recommendation to the Committee. The Committee will duly consider such customization requests and either reply to the Community directly or seek further clarification and direction from the FNEC General Assembly.

8 - CONFIDENTIALITY

The FNEC will undertake reasonably required efforts to respect and protect the confidentiality of any information accessible through links in the CANO database, and use the information only as specified in the present Agreement or other relevant agreements.

All FNEC staff using the data will be subject to the FNEC's policies, local and professional codes of ethics, as well as the applicable laws regarding access to information, and protection of personal information.

9 - **INSURANCE**

The FNEC must obtain and maintain, through the full course of this Agreement, an insurance policy for a minimum value of one million dollars (\$1,000,000) covering civil liability, including security and privacy breaches as well as negligence, and to provide the Community with proof of this policy upon request.

10 - **SUBCONTRACTING**

The FNEC may subcontract with third parties for the performance of its obligations under the present Agreement. However, any third parties or employees of third parties performing obligations of the FNEC created by the present Agreement who may be given access to data on CANO must sign and abide by the Confidentiality Agreement at Appendix C.

11 - LIABILITY

The FNEC is not liable in respect of anything done or omitted to be done by the Communities or FNEC Community Representative in the exercise of their rights or performance of their obligations under the present Agreement.

The Community is not liable in respect of anything done or omitted to be done by the FNEC or its agents, servants, or representatives in the exercise of their rights or performance of their obligations under the present Agreement.

12 - ANNUAL REVIEW

12.1 Annual Review Process

The FNEC and the Community will collaborate on an annual review process. During the annual review, the parties will undertake the following:

- 12.1.1 The FNEC will sensitize, advise, and remind Communities and their FNEC Community Representatives of their roles and responsibilities with regards to this Agreement.
- 12.1.2 The Community will verify that all individuals employed by or acting for it who are authorized to use CANO have a clearly defined level of access and have signed the Confidentiality Agreement (Appendix C).
- 12.1.3 The FNEC will verify that each of its employees and every individual employed by or acting for the Community who has access to CANO has signed the Confidentiality Agreement.
- 12.1.4 The Community will ensure that all authorized CANO users have an access code and that only authorized CANO users have access codes.
- 12.1.5 The FNEC will ensure that new FNEC Community Representatives are sensitized and informed of this Agreement and the conditions herein.
- 12.1.6 The FNEC will inform the Community of the results of its annual review process.
- 12.1.7 Any other actions as may be deemed necessary by the parties.

12.2 The FNEC will communicate the results of each annual review to the Committee.

12.3 Default

- 12.3.1 In the event that the Community fails to participate in the aforementioned annual review or fails to provide the FNEC with a Confidentiality Agreement (Appendix C) signed by all the individuals granted access to the CANO database by the Community, the FNEC may, if it has reason to believe that the confidentiality of the Community's data may be at risk of being compromised, send the Community a Notice of Default.
- 12.3.2 Any such notice shall be sent by the FNEC to the FNEC Community Representative and copied to the Chief and Council and the Committee. Within ten (10) days of a Notice of Default being sent, the present Agreement is suspended until such time as an annual review can be conducted or the required signed Confidentiality Agreement is provided, as the case may be.

12.3.3 In the event that the present Agreement is suspended as herein provided, the FNEC will seal and save the Community's data for a period of three years in case the Community wishes to reactivate the Agreement. In the event that the Community's data is sealed and saved due to the suspension of the present Agreement, the FNEC shall, upon receipt of a written request from the FNEC Community Representative, delete the said data from the server and send a copy of the said data to the Chief and Council of the Community. In the event that the FNEC receives no such written request, then after three years of the suspension of the present Agreement, the FNEC will delete the data from the server and send a copy of it to the Chief and Council of the Community.

13 - **DESTRUCTION OF DATA**

The Community can, for any reason it deems necessary, decide to have its data deleted from CANO by notifying the FNEC in writing of its wish to do so. Such notification shall be signed by the FNEC Community Representative and must include a duly authorized Band Council Resolution in support of the requested deletion.

The FNEC shall delete the Community's data within 30 days of receiving the aforesaid notification. The FNEC shall, within 10 days of deleting the Community's data, send the Community written confirmation that its data was deleted.

14 - DURATION

The present Agreement will be in effect for three years as of the date of the signing of this Agreement, after which time it will be automatically renewed on that date for a period of one year every year thereafter, unless terminated in accordance with the terms set out in this Agreement.

In addition, any authorizations duly completed and signed by the Community in the context of the present Agreement, unless they are otherwise revoked, remain in effect until such time as the present Agreement is terminated, and are renewed along with the present Agreement.

Within three (3) years of the signing of this Agreement, and every (3) three years after that for as long as the Agreement is in force, the Committee will conduct a review of this Agreement's provisions and operation. The said review will be completed within nine (9) months. The goal of the review is to propose amendments to the Agreement in order to improve its implementation, its effectiveness, understanding of it, and to better respond to the parties' needs. In conducting this review, the Committee must seek representations from the FNEC Community Representatives and incorporate those representations into its review. Once completed, the Committee will present the results of its review to the FNEC General Assembly and the FNEC Community Representatives for consideration.

15 - TERMINATION OF AGREEMENT AND DELETION OF DATA

- 15.1 Either of the parties can terminate the present Agreement at any time through a written notice providing one month's notification in advance of their intent to do so.
- 15.2 In the case of termination by the Community, the notice must be supported by a duly authorized Band Council Resolution, indicate how the Community wishes its data to be disposed of, and be signed by the FNEC Community Representative. Such data may be treated as follows:
 - 15.2.1 Community Data can be permanently deleted from the server.
 - 15.2.2 Community Data can be locked and kept on the server for a period of up to three years in case the Community might wish to reopen the Agreement. After three years, the FNEC will delete the data from the server.
 - 15.2.3 Where, in keeping with the foregoing, the Community requests that the FNEC delete its data, the FNEC shall delete the Community's data within 30 days of receiving the aforesaid notice. The FNEC shall, within 10 days of deleting the Community's data, send the Community written confirmation that its data was deleted.
- 15.3 In the case of termination by the FNEC, the notice requires the signature of the FNEC's director general. Following termination of the Agreement initiated by the FNEC, the FNEC will send a copy of the Community's data to the Chief and Council of the Community. In addition, the FNEC will lock the Community's data and keep it on the server for a period of up to three years, unless explicitly instructed by the Community to delete its data. After three years, the FNEC will delete the Community's data from the server.
- 15.4 Upon termination, the FNEC no longer has access to the Community's data and the Community no longer has access to Aggregate Data or Common Indicator Data collected by the FNEC.

16 - NOTIFICATIONS

- 16.1 Any notifications made pursuant to the present Agreement by the FNEC to the Community must be directed to the FNEC Community Representative. If there is no appointed FNEC Community Representative, notifications will be sent to the Chief and Council.
- 16.2 Any notifications made pursuant to the present Agreement by the Community to the FNEC must be submitted to the FNEC's director of educational services.

17 - SIGNATURES

FNEC Community Representative

Date

Community

(The FNEC Community Representative is authorized to sign on behalf of the Chief and Band Council as stipulated in FNSSP contribution agreements.)

FNEC Director General

Date

APPENDICES



REQUEST ACCESS CODE CANO SYSTEM

Adding an employee or changing the access type of an existing employee

School:

New employee: Enter the name of the employee to add and select the permissions to which the employee is entitled. If you do not specify permissions, the employee will have access has a basic typical teacher. Click the Add button to add as many employees required.

Changing the access type of an existing employee: Enter the employee's name, click the check box "This employee already has access" and then specify the new permissions.

Name of employee	<input type="checkbox"/> This employee already has access	
1 <input style="width: 150px;" type="text"/>	<input type="checkbox"/>	Permissions
E-mail	<input type="checkbox"/> Access Admin tab	<input style="width: 400px;" type="text"/>
<input style="width: 150px;" type="text"/>	<input type="checkbox"/> IEP access	<input style="width: 400px;" type="text"/>
	<input type="checkbox"/> Access to all students attendance	<input style="width: 400px;" type="text"/>

Add employee

Signature of Director

Date

Please submit form by e-mail to cano@cep-n-fnec.com.

REMOVE ACCESS TO CANO FOR AN EMPLOYEE

APPENDIX B



School:

Please enter the name or names of persons to whom you wish to withdraw access to CANO. In the case of a change of type of access for an existing employee, please use the "Request Access CANO" form.

Name of employee

Signature of Director

Date

Please send your form by e-mail to cano@cpn-fnec.com.

Confidentiality Agreement

I, _____ hereby confirm being an employee and/or FNEC Community Representative of _____. As part of my employment and/or role as FNEC Community Representative, I require access to the CANO database. I hereby acknowledge that I have the following obligations:

- To ensure that the information and data which I have knowledge of, or which I have access to through the CANO database remain confidential at all times;
- To use my access to the CANO database only for the purposes of my employment, and not for any personal use and not after my employment ends;
- To never divulge my CANO access code and password;
- To obey all applicable laws in my use of the CANO database;
- To act in accordance with all local policies and procedures governing access to and use of the FNEC network.

Signature of employee and/or FNEC Community Representative

Date

Signature of witness

Date

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