

## St. Michael's

Inspired Care.  
Inspiring Science.

November 1, 2012

Grandparent's Counsel  
Well Living House – An Action Research Centre  
for Indigenous Infant, Child and Family Health  
c/o Dr. Janet Smylie  
St. Michael's Hospital

**Arthur S. Slutsky MD**

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Professor of Medicine, Surgery and Biomedical  
Engineering, University of Toronto

Director, Interdepartmental Division of Critical  
Care Medicine, University of Toronto

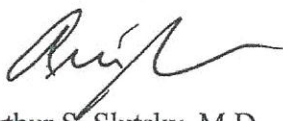
**Re: The Well Living House – An Action Research Centre for Indigenous Infant, Child  
and Family Health and Wellbeing (WLH)**

Dear Counsel of Grandparents,

The WLH is envisioned as a place where Indigenous peoples (First Nations, Indian, Inuit and Métis) can come together to gather, understand, link and share best knowledge about happy and healthy child, family and community living. The long-term vision of the WLH is that every Indigenous infant will be born into a context that promotes health and wellbeing at the individual, family and community levels. The WLH hopes to achieve this vision by contributing to improvements in health policies, services and programs through knowledge work that includes conducting applied research, building knowledge networks and providing training. The WLH is committed to using and protecting the Indigenous knowledge, languages and ways of working.

St. Michael's Hospital and participant Indigenous communities/organizations are committed to ensuring that the WLH provides the community with a high level of service and programs. As such, the WLH will be governed using two accountability mechanisms: one to St. Michael's Hospital and the other to Indigenous communities through the esteemed Counsel of Grandparents. St. Michael's Hospital and the Counsel of Grandparents will work together to develop a collaborative governance model for the WLH. In order to facilitate this approach, a Memorandum of Understanding (MOU), enclosed with this letter, has been developed to articulate this collaborative governance model. The terms of the MOU shall be in effect for a period of five (5) years from the date of signature. Extension of the MOU shall be discussed by the Counsel of Grandparents and St. Michael's Hospital prior to its expiration. Additionally, St. Michael's Hospital and the Counsel of Grandparents shall strive to develop WLH operational policies and procedures within one (1) year of signing the MOU.

Sincerely,



Arthur S. Slutsky, M.D.

**WELL LIVING HOUSE AT THE CENTRE OF RESEARCH FOR INNER CITY HEALTH**

**MEMORANDUM OF UNDERSTANDING (MOU) WITH ST. MICHAEL'S HOSPITAL**

**November 7<sup>th</sup>, 2012**

**Note:** key objectives of this Agreement are to:

- a) Formally acknowledge a collaborative governance of the 'Well Living House' by St. Michael's Hospital (SMH) and the 'Well Living House' Counsel of Grandparents (CGP).
- b) Position the CGP and SMH as equal partners in this governance relationship.
- c) Acknowledge the principle of Indigenous collective and self-determined research management and governance
- d) Detail the terms by which this shared governance relationship will be implemented.

Whereby the WLH CGP is a traditional governance council entity with roles and responsibilities outlined in Appendix 1 (CGP) Terms of Reference).

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This Memorandum of Understanding (MOU) sets out the relationship between St. Michael's Hospital and the Counsel of Grandparents (CGP) [herein referred to as '*the parties*'] with respect to the oversight and management of the operations of the Well Living House Action Research Centre for Indigenous Infant, Child, and Family Health and Wellbeing (herein referred to as the "WLH").

**Whereas** the WLH CGP is a traditional governance council entity with roles and responsibilities outlined in Appendix 1: Counsel of Grandparents Terms of Reference;

**And whereas,** the parties endeavor to support and utilize an Indigenous governance model to guide the decision making related to the operations of the WLH in a culturally secure way;

**And whereas,** the parties agree to adhere to the requirements of the SMH Research Ethics Board;



**And whereas,** both parties endeavor to respect the intellectual property rights and privacy and confidentiality policies of the other;

**And whereas** it is acknowledged that the WLH is in a developmental phase and that it will evolve and possibly move to other geographic locations;

**And whereas both parties agree that:**

**Purpose of MOU**

- The parties to this MOU are committed to the establishment of a long-term collaborative relationship that strives to be respectful to the cultural, languages, knowledge, values and rights to self-determination of Indigenous peoples, including the WLH CGP, WLH Indigenous Community Research partners, and the WLH staff. The MOU provides a culturally secure framework for collaboration between the parties.
- The MOU supports the culturally - based governance needs of the WLH CGP.
- This MOU supports principles of Indigenous collective and self-determined research governance and data management.
- The MOU is not a financial agreement. It is understood and expected that the WLH staff will undertake to secure operational and infrastructure resources through research funding agencies and an approved fundraising strategy.

**MOU Principles:**

- Maintain mutual respect and accountability between the parties.
- Recognize the complementary and distinct expertise, responsibilities, mandates, and accountability structures of each party.
- Maintain the highest standards of research ethics, including the acknowledgement of the WLH community partners' specific principles of self-determined data management.
- Recognize the value and potential of research that is scientifically and culturally validated.
- Recognize the value of capacity building at all levels.

## Well Living House Mission and Vision

Indigenous infants, children and families are in need of culturally secure support and programs to effectively address the significant health inequities in health determinants and outcomes that they face.

In addition, Indigenous people and communities, Indigenous and non-Indigenous organizations; researchers and other knowledge workers are in need of the most current data, information and knowledge to inform their work towards addressing their needs in a culturally secure manner.

The intention of the Well Living House is to improve the health and wellbeing of Indigenous infants, children and families in Canada and around the world through applied knowledge work. The WLH will be an action-research centre where Indigenous people come together to gather, understand, link and share the best knowledge about happy child, family and community living.

1. Both parties agree to support and adhere wherever possible to the spirit of intent of the 'sharing' metaphor: "one dish from which to eat and drink" embedded in the Wampum-belt Treaty between the Ojibwa and the Six Nations of the Iroquois Confederacy. (See Appendix 2: *"The Dish with One Spoon Wampum"*)

As such, the WLH will account through the WLH director to CRICH, LKSKI, and SMH (VP Research). Its day-to-day operations will be managed mostly independently with some centralized supports being provided through CRICH core services (e.g. KT, SRU, facility management), LKSKI research services (e.g. ethics review, grants quality review), and SMH Public Affairs and Foundation expertise.

At the same time, the WLH will account to the CGP through the WLH Director on research and WLH progress overall. They will advise on approach and focus and provide needed community support/cover when required. Their focus will be on enabling *every day Indigenous practice* and putting Indigenous knowledge at the foundation of health services and programs for Indigenous peoples.

2. Both parties agree to support or perform research activities in accordance with the requirements of the SMH Research Ethics Board and all applicable laws, regulations and guidelines, including without limitation, the Tri-Council Policy Statement, *"Ethical Conduct for Research Involving Humans"* and the Canadian Institutes of Health Research Guidelines, *"Guidelines for Health research Involving Aboriginal People"*, all as amended from time to time. Each research activity will be addressed in a separate research agreement. All collective data generated during the research activity shall be dealt with in accordance with the principles of self-determined Indigenous data governance and management (for example, Ownership,



Control, Access, Procession ("OCAP") and shall be addressed in the separate research agreements.

3. The parties will support the WLH Director and staff in developing an operations manual that further defines the domains of authority for each of the parties and helps avoid unnecessary governance conflicts. In the event however that the WLH Director is receiving conflicting guidance from the CGP and SMH, the Director will request a meeting of the CGP and representatives from CRICH, LKSKI, and the office of the VP Research so the conflict can be discussed and resolved. In the event that the conflict cannot be resolved at this initial meeting, a second meeting will be held to discuss the issue in the presence of an external research representative chosen by the hospital and an external Grandparent representative chosen by the CGP. If the conflict cannot be resolved by the parties at this second meeting; the two visiting external representatives will be invited to present a binding opinion on the matter.

4. Neither party shall use the name of the other party or its staff in any publication, news release, promotion, advertisement, or other public announcement, whether written or oral, that endorses services, organizations or products, without the prior written consent of the party whose name is to be used.

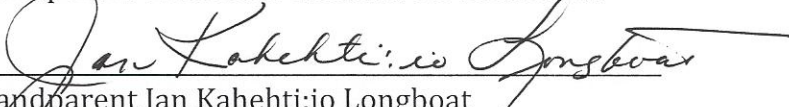
5. This agreement is in force from the date of the last authorizing signature for a period of five years. Both parties agree that this agreement is *not* irrevocable and binding upon either party due to the iterative developmental process expected. Notice of cancellation to this agreement shall be provided to the other party in writing, with three months' notice.

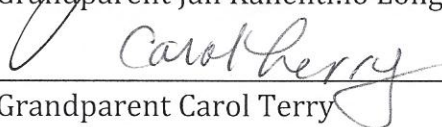
6. This agreement may be executed in counterpart. Copies collectively bearing the signatures of both parties shall constitute the fully executed agreement.

#### Signatures:

For the 'Well Living House'

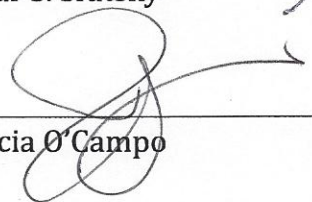
  
Grandparent Madeleine Kétéskwew Dion Stout

  
Grandparent Jan Kahehti:io Longboat

  
Grandparent Carol Terry

**For St. Michael's Hospital**

  
\_\_\_\_\_  
Dr. Arthur S. Slutsky

  
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Dr. Patricia O'Campo

## Appendix 1: Founding Counsel of Grandparents Terms of Reference

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### Features of the Founding Counsel's Governance Approach

Parallel two row system of governance for the Well Living House.

The founding college is the Indigenous governance system.

The existing SMH governance and management system will be the mainstream governance systems.

The Counsel of Grandparents will function as a governing board with respect to the functions described below.

The Counsel of Grandparents will use the "Dish with one spoon" model of governance.

Their authority comes from traditional spiritual compacting/protocols (ie. tobacco)

Their authority within mainstream hospital context will be similar to that of SMH research ethics board (which is also a parallel system to SMH regular operations)

### Membership

Aboriginal community grandparents

Commitment to Aboriginal children and community

Experience in Indigenous knowledge work

Ability to take on role/responsibilities described below in functions

Representation of Indigenous diversity in Canada will develop over time

### Functions of Founding Counsel

- Strongly root the Well Living House development and ongoing operations in Indigenous wisdom, experience, processes, concepts, and cultures (be who we really are)
- Provide Well Living House foundation (shore up the walls)
- Establish and implement accountability processes and indicators that demonstrate to accountability to Indigenous individuals and communities.
- Support the Well Living House to function in a way that provides individuals and communities with maximum benefits and protection from harm
- Act as keepers of knowledge and knowledge processes as required by individuals/communities/scholars
- Act as Indigenous grandparent role models
- Support the Well Living House Director and staff as required and appropriate
- Support goal setting and strategic planning
- Promote respect for and allegiances between all Indigenous peoples regardless of externally imposed labels and political divisions
- Centralize use of **Indigenous words and languages** in the work of the centre
- Support the transfer of knowledge, skills, values and beliefs to the next generation