

Local Contexts Council Policies

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1.0 Who We Are

Local Contexts enables Indigenous Communities, scholars, research institutions, and collections managers around the world to interact and create inclusive and culturally appropriate data descriptions and management plans for new and existing cultural heritage, biological and genomic resources collections. The Council is responsible for the strategic framework that ensures the organization's activities reflect its values and drive its mission success.

1.1 Vision

Our vision is a digital environment in which Indigenous Communities exercise authority and sovereign rights over their intellectual property, cultural and other heritage, genetic resources, and knowledge.

1.2 Mission

Local Contexts supports Indigenous data sovereignty by creating a digital infrastructure for community governance of Indigenous data. Through our technical platform and services, we aim to create effective and recognized pathways for implementing and maintaining Indigenous data rights and facilitate ethical relationships and enable collaboration with stewards of Indigenous collections.

1.3 Core Values

Self-Determination | Transparency | Trustworthiness | Accountability | Utility | Authority | Generational Sustainability

1.4 Core Principles

- i. We prioritize Indigenous self-determination and ethical data governance. Our work transcends discipline, geographic, national, and institutional boundaries.
- ii. We have responsibilities and obligations to support Indigenous peoples, communities, and organizations and strive for maximal engagement aligned with our core values.
- iii. Our platform and services are designed to enable Indigenous community adoption and direct and indirect benefits to Indigenous peoples.
- iv. We encourage partnership between Local Contexts and those interested in Indigenous self-determination, data sovereignty, intellectual property, and community management of cultural and other heritage, genetic resources, and community knowledge.
- v. We devise creative solutions that meet Indigenous community needs and acknowledge the contexts in which we work.

2.0 Fiduciary Duties

Just as for any corporation, the Council of a nonprofit has three primary legal duties known as the “duty of care,” “duty of loyalty,” and “duty of obedience.”

2.1 Duty of Care

Ensuring prudent use of all assets, including facility, people, and good will.

2.2 Duty of Loyalty

Ensure that the nonprofit's activities and transactions are, first and foremost, advancing its mission; Recognize and disclose conflicts of interest; Make decisions that are in the best interest of the nonprofit corporation *and not driven by the best interest of the individual Councilor* (or any other individual or for-profit entity).

2.3 Duty of Obedience

Ensure that the nonprofit obeys applicable laws and regulations; follows its own bylaws; and that the nonprofit adheres to its stated corporate purposes/mission.

3.0 Code of Ethics

Councilors shall maintain the highest standards of honesty, integrity, fairness and impartiality in their conduct as Councilors, and shall avoid any actions, which would adversely reflect on the Council or the Corporation. Councilors shall act in the best interest of Local Contexts Members and the Corporation, not in their personal interest. Councilors shall not engage in behavior involving a conflict of interest, or acts that involve actual or apparent impropriety, as defined in this code. Councilors shall carry out their duties and responsibilities in the highest ethical manner. Violation of this Code may constitute neglect of duty, misconduct in office, or an offense involving dishonesty and are cause for removal from the Council.

4.0 Consensus Decision Making

The Local Contexts Council makes decisions by a modified consensus process designed to ensure that all Councilors are heard, power is shared, decisions reflect the needs of all stakeholders, minority positions are respected and addressed, and the Council can make timely decisions.

4.1 Consensus Process

This is the consensus process:

1. **Define the problem.** The Council Chair introduces the issue. Councilors ask questions to explore the scope of the issue. The Council works toward a clear statement of the issue.
2. **Set the stage.** The Council discusses the issue broadly. What are the facts? Who are the stakeholders? What are their needs? What are the councilors' feelings and opinions about the issue?
3. **Lay out options.** Councilors are invited to suggest approaches to the issue. They explore different approaches through dialog.
4. **Seek connection.** The Council connects the common elements of suggested approaches and finds key points of agreement. They assemble these into a proposal.

5. **Tumble rocks.** The Council rumbles over the fine points of the proposal and any points of contention. As needed, the Council convenes small groups to work through individual issues. The Council amends and refines the proposal.
6. **Test for agreement.** The Chair presents the refined proposal and asks whether anyone is against the proposal. Dissent may include:
 - a. **Reservations** by councilors who may wish to support the proposal but still have reservations about some elements and believe further consideration is warranted;
 - b. **Stand-asides** by Councilors who are not prepared to approve the proposal but are prepared to support it publicly if the Council approves it; and
 - c. **Blocks** by councilors who fundamentally disagree with the core of the proposal, cannot publicly support it, and believe it should not be approved.If a majority of the Council dissents in any of these ways, there is no consensus and the Council may continue refining the proposal or develop alternative proposals. If two or more Councilors block, the block resolution process begins. If a majority of Councilors approve the proposal and there are fewer than two blocks, consensus is reached and the proposal approved.
7. **Follow through.** As the decision is implemented, the Council communicates with those responsible to guide and address issues as they arise.

4.2 Presenting Alternatives

If two or more Councilors block a decision at stage 6 of the consensus process, they may form a voluntary committee of Councilors to prepare an alternative proposal. They must present the proposal to the rest of the Council within four weeks. If they do, the Council must consider the alternative proposal at the next meeting. If they do not, the council may pass the original proposal by a 75% supermajority vote at the next meeting.

5.0 Conflict of Interest Policy

5.1 Introduction

Local Contexts has an obligation to the public as a nonprofit organization to ensure that decisions are made in the best interests of Local Contexts, and must be careful to avoid even the appearance of impropriety or self-dealing. Accordingly, it is very important that Local Contexts' Councilors and Officers, Committee Chairs, and Senior Staff with managerial responsibilities ("Covered Persons") be conscious of the potential for conflicts of interest, work actively to identify conflicts of interest, provide full and timely disclosure, and otherwise act with candor and care in dealing with situations involving a potential conflict.

While this policy is intended to increase awareness of the potential for conflicts of interest and to set forth guidelines for dealing with situations that may arise, it is not exhaustive. The expectation is that Covered Persons should always err on the side of caution. Any questions, potential issues, or a potential conflict of interest (of your own or another person) should be raised with Local Contexts's Executive Director or Council Chair.

5.2 Personal Interests in a Contract or Transaction

From time to time, Local Contexts may consider or enter into contracts or other transactions in connection with which Covered Persons may have personal or business interests that could conflict with Local Contexts' interests. The fact that a Covered Person may have such an interest is not improper in itself and does not reflect on the integrity of the individual involved. It is the manner in which the potential conflict is dealt with that determines the propriety of the transaction. A Covered Person must be sensitive to any interest they may have in a decision to be made by or on behalf of Local Contexts, and disclose any known conflict of interest prior to any presentation or discussion of such a matter.

5.3 Disclosure Statement

A first step in identifying potential conflicts of interest is identifying the other corporations and businesses in which Covered Persons may have an interest. The disclosure statement attached to this policy should be completed and submitted annually by each Covered Person. In addition, each Covered Person should update their disclosure statement promptly if there is any material change in the information they provided in their disclosure statement.

5.4 What Constitutes an Interest in a Contract or Transaction?

An "interest in a contract or transaction" may take the form of:

- a significant personal financial interest in the contract or transaction;
- a significant personal financial stake in, or other relationship with, another person or corporation (i.e., an entity in which the Covered Person has a material ownership or other financial interest) involved in the contract or transaction; or
- a position as trustee, director, officer or employee of another corporation with a significant interest in the contract or transaction.

Note that an "interest" includes an interest of a spouse or domestic partner, parents, grandparents, siblings, children (by birth or adoption), grandchildren, great grandchildren, or the spouses or domestic partners of those individuals (a "Family Member").

5.5 What Should You Do if You Have an Interest in a Contract or Transaction?

Whenever a Covered Person becomes aware that they or a Family Member has (or may have) an interest in a contract or transaction, the potential conflict of interest should be promptly and fully disclosed to Local Contexts' Executive Director or Council Chair.

The interested party or parties may respond to questions regarding the proposed transaction, but should recuse themselves from the final deliberation and voting or other decision regarding the transaction. For purposes of establishing the presence of a quorum, the interested party or parties will be counted among those present in determining the presence of a quorum at the meeting.

Please keep in mind that in determining whether to approve a contract or transaction, specific legal restrictions on the agreements and transactions that a tax exempt Local Contexts is permitted to engage in will need to be considered, including the restrictions

regarding excess benefit transactions under Section 4958 of the US Internal Revenue Service's Internal Revenue Code. For this reason, the Executive Director may elect to discuss the legal requirements applicable to any particular transaction or agreement with legal counsel prior to decision making. In all instances, any contract in which a Covered Person has an interest must be fair and reasonable to Local Contexts.

The minutes of the meeting or other documentation approving the contract or other transaction should reflect that the conflict of interest was disclosed and the interested individual abstained from the final deliberation and vote with respect to the contract or other transaction.

5.6 What If There is a Question Whether a Conflict Exists?

All questions as to whether a conflict of interest exists will be resolved by a vote of the Council or Audit Committee, with the relevant individual refraining from any deliberations (other than to respond to any questions) and vote.

6.0 Confidentiality Policy

In some instances it also may be a conflict of interest to disclose or use Local Contexts information for purposes other than Local Contexts' benefit. Local Contexts is committed to operating in an open and transparent manner. Nevertheless, on occasion, Covered Persons may be exposed to confidential Local Contexts information. Covered Persons have an obligation to maintain the confidentiality of Local Contexts Council deliberations (other than information distributed by the Executive Director on the Local Contexts website) and of other internal Local Contexts information that should be reasonably understood as confidential (e.g., staff salary information, prices charged by key vendors, etc.).

In the event that a Covered Person is required by law, court order, or governmental administrative agency to disclose Local Contexts confidential information, the Covered Person, if permitted by law, is required to provide Local Contexts' Executive Director or Council Chair with prompt notice and consult with Local Contexts' Executive Director or Council Chair prior to any disclosure.

7.0 Whistleblower Policy

Local Contexts requires Councilors, Officers and employees to observe high standards of business and personal ethics in the conduct of their duties and responsibilities. As employees and representatives of Local Contexts, we must practice honesty and integrity in fulfilling our responsibilities and comply with all applicable laws and regulations.

7.1 Reporting Responsibility

This Whistleblower Policy is intended to encourage and enable employees and others to raise serious concerns internally so that Local Contexts can address and correct inappropriate conduct and actions. It is the responsibility of all Councilors, Officers, employees and volunteers to report concerns about violations of Local Contexts' code of ethics or suspected violations of law or regulations that govern Local Contexts' operations.

7.2 No Retaliation

It is contrary to the values of Local Contexts for anyone to retaliate against any Councilor, Officer, employee or volunteer who in good faith reports an ethics violation, or a suspected violation of law, such as a complaint of discrimination, or suspected fraud, or suspected violation of any regulation governing the operations of Local Contexts. An employee who retaliates against someone who has reported a violation in good faith is subject to discipline up to and including termination of employment.

7.3 Reporting Procedure

Local Contexts has an open door policy and suggests that employees share their questions, concerns, suggestions or complaints with their supervisor. If you are not comfortable speaking with your supervisor or you are not satisfied with your supervisor's response, you are encouraged to speak with the Executive Director or a Councilor. Supervisors and managers are required to report complaints or concerns about suspected ethical and legal violations in writing to the Local Contexts Council Chair, who has the responsibility to investigate all reported complaints.

The Local Contexts Council Chair will serve as the Whistleblower Compliance Officer, and is responsible for ensuring that all complaints about unethical or illegal conduct are investigated and resolved. The Compliance Officer will advise the Executive Director and the Council of all complaints and their resolution, and will report immediately to the Audit Committee on compliance activity relating to accounting or alleged financial improprieties.

8.0 General

8.1 Enforcement

Violation of these policies is grounds for disciplinary measures up to and including termination or removal.

8.2 Other

Any violations of these policies -- even unintentional ones -- should be disclosed immediately to Local Contexts' Executive Director or Council Chair.

Local Contexts may amend or supplement these policies from time to time in its sole discretion.

9.0 Local Contexts Conflict of Interest Disclosure Questionnaire

Please complete this questionnaire via DocuSign, or return to **NAME**, Secretary of the Council, at EMAIL by **[date]**.

In addition, please provide updates if any of your responses change during **20xx**. We will provide you with a copy of your completed questionnaire as requested.

9.1 Relationships

9.1.1 Your interested entities: For you and your spouse/partner please list any entities (i) from which you or your spouse/partner receive employment or consulting income, (ii) in which you or your spouse/partner own a material financial interest (either as a stake in an entity or as a percentage of your wealth), or (iii) you or your spouse/partner have voting rights:

9.1.2 Entities that do business with Local Contexts: Please list the entities that to your knowledge do business (or are in the process of negotiating doing business) with Local Contexts and in which you or a Family Member has a substantial financial interest, employment relationship, or other material or professional interest. (List name of entity and nature of interest.) ***For purposes of this disclosure, “doing business” does not include being a Member of Local Contexts.***

9.2 Transactions over the Last Year

Please answer each of the questions listed below. All questions cover the time period January 1, 20xx through December 31, 20xx.

9.2.1 Definitions

- **“Business Transaction(s)”** include but are not limited to contracts of sale, lease, license, and performance of services, whether initiated during 20xx or ongoing from a prior year. “Business Transaction(s)” also include joint ventures, whether new or ongoing, in which your and Local Contexts’s interest each exceed 10%. *“Business Transaction(s)” do not include services provided by Local Contexts in the ordinary course of business on the same terms as are generally available to the public (for example, a university or publisher being a Member of Local Contexts).*
- **“Family Member(s)”** include your spouse or domestic partner, parents, grandparents, siblings, children (by birth or adoption), grandchildren, great grandchildren, and the spouses or domestic partners of those individuals.

9.2.2 Business Transactions between Local Contexts and Persons or Entities with a Connection to Local Contexts:

During the period January 1, 20xx through December 31, 20xx did, to the best of your knowledge, you or a Family Member or any entity in which you or a Family member have a significant ownership, financial or employment interest, or have a fiduciary relationship (as a director or officer):

	YES	NO
1. Provide paid services to Local Contexts, collect fees from Local Contexts, or otherwise engage in any Business Transactions with Local Contexts (other than as a Director or employee of Local Contexts)?		
2. Receive a loan from or make a loan to Local Contexts or have a substantial financial interest in an entity that received or made a loan to Local Contexts?		
3. Receive financial assistance from Local Contexts, or serve as a director, trustee, officer, or employee of an Local Contexts that received financial assistance from Local Contexts?		

9.2.3 Relationships between Persons and/or Entities with a Connection to Local Contexts:

During the period January 1, 20xx through December 31, 20xx, to the best of your knowledge, did you:

	YES	NO
1. Have a Family Member relationship with anyone named on Exhibit A		
2. Have an employment relationship with any individual or entity named on Exhibit A		
3. Have an employment relationship with any Local Contexts of which an individual named on Exhibit A is a director, trustee, officer, key employee, or		

greater than 35% owner.		
4. Conduct a Business Transaction with any individual or entity named on Exhibit A?		
5. Have a 35% or more ownership interest in any entity collectively with anyone named on Exhibit A? (“Ownership” means voting power in a corporation, profits interest in a partnership, or beneficial interest in a trust.)		
6. Have more than 10% ownership interest in any entity named on Exhibit A?		

If the answer to any of the questions above in Section 8.2 is YES, please briefly describe below the nature of the relationship. (For example: “I have a 40% interest in XYZ Partners (named on Exhibit A).”)

9.3 Certification

I hereby certify that I have received a copy of Local Contexts’s current Conflict of Interest and Confidentiality Policy, have read and understand the policy, agree to abide by it, and have been in compliance with it since last completing an Annual Disclosure Form. I agree to promptly report any potential conflict of interest as and when it arises to Local Contexts’ Executive Director or Council Chair.

Signature: _____

Name: _____

Date: _____

EXHIBIT A: List of Current and Former Directors, Officers, Senior Staff Persons and Key Contractors for Year

Councilors / Officers

Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)
Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)
Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)
Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)
Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)
Name, Organization (Council Title, if applicable)	Name, Organization (Council Title, if applicable)

Former Councilors (5 year lookback; date listed is last year served)

Name (Year)	Name (Year)	Name (Year)	Name (Year)
Name (Year)	Name (Year)	Name (Year)	Name (Year)
Name (Year)	Name (Year)	Name (Year)	Name (Year)
Name (Year)	Name (Year)	Name (Year)	Name (Year)

Senior Staff

Name	Name	Name	Name
Name	Name	Name	Name

Related Entities

Organization Names

Independent Contractors Paid More Than \$100,000

Names