



KIOWA TRIBE

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OFFICE OF THE LEGISLATURE

KIOWA TRIBE RESOLUTION NO. KL-CY-2025-00X

A RESOLUTION ESTABLISHING GUIDELINES FOR ENACTING A DATA SHARING AGREEMENT WITH EXTERNAL ENTITIES

At a duly called session of the Legislature of the Kiowa Tribe held this ___ day of ____, the following Resolution and Law were adopted.

WHEREAS, the Legislature is vested with the authority to pass laws and resolutions pursuant to Article VI, Section 6(a) of the Constitution of the Kiowa Tribe; and

WHEREAS, since time immemorial, the Kiowa Tribe has maintained sovereign governance over its people, lands, knowledge, and resources, including all forms of information that pertain to its members, culture, traditions, and territories; and

WHEREAS, the Kiowa Tribe recognizes that data is a critical asset that must be carefully managed and protected to uphold tribal sovereignty, safeguard Kiowa Tribe member/citizen privacy, and prevent exploitation by external entities; and

WHEREAS, the Kiowa Tribe acknowledges that, in certain circumstances, it may be necessary or beneficial to share specific data with external entities for research, economic development, intergovernmental coordination, and other purposes that serve the best interests of the Kiowa Tribe; and

WHEREAS, the Legislature of the Kiowa Tribe has determined that clear guidelines must be established to govern the process of negotiating, approving, and enforcing any Tribal Data Sharing Agreement (DSA) with external entities, ensuring that all agreements align with the Kiowa Tribe's data sovereignty principles and legal protections;

NOW, THEREFORE, BE IT RESOLVED, that the Kiowa Tribe formally adopts the following Guidelines for Enacting a Data Sharing Agreement with External Entities:

BE IT FURTHER RESOLVED, that these guidelines shall be implemented by all tribal departments and agencies, ensuring that no data-sharing agreement is entered into without compliance with the principles outlined herein;

BE IT FINALLY RESOLVED, that this resolution shall take immediate effect upon adoption.

CERTIFICATION

The foregoing resolution KL-CY-2025-0XX, was duly voted upon by the Legislature on _____, 202__, at a Legislative Regular Session ___ () with a vote of () in favor and () opposed, () abstaining, and () absent, pursuant to the authority vested in the Legislature by the Constitution of the Kiowa Tribe.

Michael Primus
Speaker of the Legislature

LEGISLATURE - RESOLUTION NO. KL-CY-2025-0XX:

SPONSOR: Michael Primus, District 2

CO-SPONSOR(S):

LEGISLATORS	YES Hàu	NO Hàu:né	ABSTAIN Háun á	ABSENT Héngyádaù
Kyle Ataddlety District 1				
Michael Primus District 2				
Timothy Satepauhoodle District 3				
Cole DeLaune District 4				
Tiya Rosario District 5				
Ben Wolf District 6				
Warren Queton District 7				

DELIVERY OF THE RESOLUTION AND LAW TO THE CHAIRMAN

Resolution No. KL-CY-2025-0XX was presented to the Chairman of the Kiowa Tribe on the _____ day of _____, 202__, pursuant to the Article VI, Section 8(a)(iv) of the Constitution of the Kiowa Tribe, and will become effective after signature by the Chairman or veto override by the Legislature, and as otherwise required by the Constitution.

Michael Primus
Speaker of the Legislature

CHAIRMAN’S ACTION:

APPROVED

VETO - RETURNED TO LEGISLATURE WITH EXPLANATION:

On this ____ day of _____, 2025.

Lawrence Spottedbird
Chairman of the Kiowa Tribe

Presented by the Chairman to the Legislature on the ____ day of _____, 2025.

LEGISLATURE’S ACTION:

Override of Chairman’s veto:

YES

NO

CERTIFICATION

The foregoing resolution KL-CY-2025-0XX was overridden with Order KLO-CY-2025-0XX and duly voted upon by the Legislature on _____, 2025, at a Legislative Order Session with a vote of _____ in favor and _____ opposed, and _____ abstaining, _____ Absent. Pursuant to the authority vested in the Legislature by the Constitution of the Kiowa Tribe.

Michael Primus
Speaker of the Legislature

LEGISLATORS	YES Hàu	NO Hàu:né	ABSTAIN Háun á	ABSENT Héñgyádàu
Kyle Ataddlety District 1				
Michael Primus District 2				
Timothy Satepauhoodle District 3				
Cole DeLaune District 4				
Tiya Rosario District 5				
Ben Wolf District 6				
Warren Queton District 7				

GUIDELINES FOR ENACTING A DATA SHARING AGREEMENT (DSA) WITH EXTERNAL ENTITIES

1. Purpose & Scope

These guidelines establish the required procedures, standards, and legal protections for any data-sharing arrangement between the Kiowa Tribe and an external entity. All agreements must comply with tribal law and uphold the Kiowa Tribe's inherent right to data sovereignty.

2. Tribal Data Oversight & Authorization

A. The Kiowa Tribe Legislature shall establish or designate an appropriate tribal agency to evaluate, approve, and monitor all data-sharing agreements.

B. No data shall be shared without express written authorization from the Kiowa Tribe Legislature.

C. Each agreement must undergo a formal review process, ensuring that the data-sharing purpose aligns with tribal interests and does not pose a risk to sovereignty, privacy, or security.

3. Core Principles for Data Sharing Agreements

Each Tribal Data Sharing Agreement (DSA) must adhere to the following principles:

A. Tribal Data Ownership & Control

1. The Kiowa Tribe retains full ownership and jurisdiction over all tribal data, regardless of where it is stored or processed.

2. External entities may not claim ownership, intellectual property rights, or proprietary interests over any tribal data.

B. Limited Purpose & Explicit Consent

1. Data may only be used for the specific, limited purpose defined in the agreement.

2. External entities must obtain written, informed consent from the Tribe before any new use, modification, or expansion of data collection occurs.

3. Tribal members/citizens personal data (including biometric, health, and financial data) may not be used for commercial, surveillance, or AI algorithmic purposes.

C. Protection of Cultural & Sacred Data

1. Any data related to tribal culture, ceremonies, language, traditional knowledge, or sacred sites must be classified as highly confidential and require additional cultural oversight.

2. No cultural or sacred data may be digitized, reproduced, or used in artificial intelligence, machine learning, or any commercial context without express tribal authorization.

D. Data Security & Storage

1. All data must be encrypted and stored on tribally approved servers or within sovereign data centers that comply with tribal cybersecurity protocols.
2. External entities must adhere to strict data security standards, including protections against unauthorized access, breaches, and misuse.

E. Emergency Data Revocation

The Tribe retains the right to immediately revoke access to data if:

1. The external entity violates any provision of the agreement.
2. Unauthorized third-party access or misuse occurs.
3. The agreement no longer serves the Kiowa Tribe's best interests.
4. Upon revocation, the external entity must delete all copies of the data within 72 hours and provide written certification of compliance.

F. Third-Party Restrictions & Liability

1. External entities may not share, sell, transfer, or sublicense tribal data to any third party without prior written consent from the Tribe.
2. Any unauthorized disclosure or transfer of data shall result in:
 3. Immediate termination of the agreement.
 4. Legal action under tribal, state, or federal law.
 5. Financial penalties payable to the Tribe.
6. The external entity must indemnify and hold harmless the Kiowa Tribe against any harm resulting from data breaches, misuse, or unauthorized access.

4. Required Provisions in All Data Sharing Agreements

All Tribal Data Sharing Agreements (DSAs) must include:

- A. A detailed description of the data being shared.
- B. The explicit purpose for which the data may be used.
- C. Data protection, confidentiality, and security measures required.
- D. The Kiowa Tribe's authority to audit compliance with the agreement.
- E. A clearly defined emergency data revocation process.

F. Penalties and legal consequences for breaches or unauthorized use.

G. A clause affirming that all disputes will be resolved under the jurisdiction of the Kiowa Tribe Tribal Court.

5. Approval & Implementation Process

Before entering any data-sharing agreement, the following steps must be taken:

1. Submission of Request: The external entity must submit a formal request outlining the data they seek to access and the intended purpose.

2. Tribal Review & Negotiation: The designated body (tribal agency) shall review the request, negotiate terms, and assess potential risks.

3. Formal Approval: The agreement must be approved by resolution of the Kiowa Legislature before it is enacted.

4. Monitoring & Compliance: The Tribe shall conduct regular audits to ensure compliance with the agreement's terms.