The Grand Traverse Band of
Ottawa and Chippewa Indians
Legal Department
2605 N. West Bay Shore Drive • Peshawbestown, MI 49682-9275 • (231) 534-7601 • FAX 231-534-7600

MANDATORY 30-DAY POSTING

MEMORANDUM

TO: Tribal Membership
DATE: October 30, 2026
FROM: GTB Legal Department
RE: 30-day posting regarding Resolution #26-44.3946 Proposed GTB Data Ordinance

---

Please post the attached proposed Ordinance referenced above that was approved for a 30-day posting by Tribal Council at the Tribal Council Special Session on October 28, 2026. Please post the above referenced resolution and ordinance in an area where GTB tribal members can review it for 30 days. This is an opportunity for tribal members to provide comments, if any, about these amendments to the Ordinance. Your comments will be provided to Tribal Council prior to the adoption of these amendments. This posting will end on November 29, 2026 and can be removed at that time.

Any comments regarding the above referenced should be directed to the GTB Legal Department either by writing to the GTB Legal Department, 2605 N.W. Bayshore Dr., Peshawbestown, MI 49682, or by telephone (231) 534-7601, or by e-mail, to page.paul2@gtb-nsn.gov

Posting Sites:

Administration Building
Accounting Department Annex
Annex II – Human Resources Building
Benodjehn Child Care Center
Clinic
Elder's Complex
Housing
SBR Plant
Natural Resources/Conservation
Maintenance Department
Benzie Satellite Office – via e-mail
Charlevoix Satellite Office – via e-mail
Traverse City Satellite Office - via e-mail
Strongheart Center
Library/Yo Building/Youth Center
Tribal Court
EDC Building

Leelanau Sands Casino – Employees/Supervisors' Break-room

Leelanau Sands "The Lodge" – Employees/Supervisors' Break-room

Turtle Creek Casino – Employees/Supervisors' Break-room

Crystal Shores Casino-Breakroom

The Grand Traverse Band of Ottawa and Chippewa Indians

2605 N. West Bay Shore Drive · Peshawbestown, MI 49682-9275 · (231) 534-7750

TRIBAL COUNCIL RESOLUTION
Resolution #26-44.3946

PROPOSED GTB DATA SOVEREIGNTY AND GOVERNANCE ORDINANCE FOR 30-DAY POSTING

WHEREAS: The Grand Traverse Band of Ottawa and Chippewa Indians (GTB) became a federally-recognized Indian Tribe having a government-to-government relationship with the United States effective May 27, 1980 (see 45 Fed. Reg. 18321-322 (March 25, 1980)) and GTB is organized under a Tribal Constitution approved by the Secretary of the Interior on March 29, 1988; and

WHEREAS: GTB's chief governing body, the Tribal Council, consists of Sandra L. Witherspoon, Tribal Chairwoman; Angelina M. Raphael, Vice Chair; David Wonegeshik, Treasurer; Anna Miller, Secretary; Donna Swallows, Councilor; Ryan Memberto, Councilor; Francis Carew, Councilor; and

WHEREAS: Article IV, Section (1)(h) of the Tribal Constitution provides that a power of the Tribal Council is "[t]o manage and control the economic affairs, enterprises, property, and all other interests of the Band; and

WHEREAS: Title One, Chapter One, Legislative Procedures Sections 103, 104, and 105 authorize Council acting in its Legislative Capacity to propose legislation (Section 103), to propose a legislative bill (Section 104), to review and comment by Council for 30 days, Section (105), to post for 30 days for review and comment by Tribal Members (Section 106).

NOW THEREFORE BE IT RESOLVED that by this Resolution the Tribal Council acknowledges that it has reviewed this proposed Bill below, and pursuant to Section 105 and therefore approves the public posting of this proposed Bill for a 30-day comment period by Tribal members pursuant Section 106 of Title 1 Chapter 1 Legislative Procedures.

Proposed GTB Data Sovereignty and Governance Ordinance

Section 1. Short Title.

This Ordinance shall be known as the "Grand Traverse Band Data Sovereignty and Governance Ordinance."

Section 2. Authority.

2.1 This Ordinance is enacted pursuant to the inherent sovereign authority of the Grand Traverse Band of Ottawa and Chippewa Indians and under the Grand Traverse Band Constitution, including Article III, Section 4; Article IV, Section 1; Article V, Sections 1 and 2; and Article VI.

2.2 This Ordinance shall be liberally construed to protect the Tribe's sovereignty, governmental functions, records, citizens, lands, assets, enterprises, culture, and security.

Section 3. Findings and Purposes.

3.1 The Tribal Council finds that Band records are the exclusive property of the Tribe; that GTB already maintains records-access, records-redaction, court-access, and member-information privacy rules; and that modern data systems require a more comprehensive law.

3.2 The Council further finds that tribal data concerning membership, addresses, enrollment, court proceedings, health, housing, social services, education, law enforcement, cultural resources, natural resources, gaming, employment, finance, and enterprises are strategic tribal assets.

3.3 The purposes of this Ordinance are to affirm GTB data sovereignty; harmonize existing GTB records laws; protect confidential, culturally sensitive, and security-sensitive data; regulate external sharing, research, and artificial intelligence; and provide enforcement and remedies in Tribal Court.

Section 4. Relation to Existing Law.

4.1 This Ordinance supplements and, where expressly inconsistent, supersedes the Title 2 Chapter 4 Tribal Records Ordinance, except that nothing in this Ordinance shall be construed to repeal Article III, Section 4 of the Constitution or any lawful tribal-member right to review Band records subject to legal restrictions.

4.2 Nothing in this Ordinance limits the independent authority of the Tribal Judiciary to regulate access to court records under tribal court rules, judicial administrative orders, or case-specific orders.

4.3 February 18, 2026, GTB Tribal Data Ordinance restricting distribution of GTB members' personal information is preserved to the extent consistent with this Ordinance and may be integrated into the GTB Code through codification or conforming amendments.

Section 5. Definitions.

5.1 "Band," "GTB," or "Tribe" means the Grand Traverse Band of Ottawa and Chippewa Indians, including its departments, agencies, branches, subordinate governmental organizations,

enterprises, officials, employees, contractors, and authorized agents acting within the scope of tribal authority.

5.2 "Band record" means any paper, electronic, audio, video, geospatial, biometric, genetic, database, email, text message, case-management, cloud-hosted, archived, or other record created, maintained, received, funded, licensed, commissioned, or controlled by GTB.

5.3 "Tribal data" means Band records and any information that identifies, describes, concerns, derives from, or is reasonably linked to GTB, its citizens, residents, households, lands, resources, institutions, enterprises, programs, language, history, culture, or governmental affairs.

5.4 "Sensitive tribal data" means any tribal data classified as confidential, restricted, culturally sensitive, sacred, security-critical, personally identifiable, enrollment-related, health-related, child-related, personnel-related, law-enforcement-sensitive, financial, gaming-regulatory, cybersecurity-related, or otherwise subject to enhanced protection.

5.5 "Derived data" means any table, summary, dashboard, statistical model, trained model output, score, risk rating, synthetic dataset, benchmark, or other output generated from tribal data.

5.6 "External entity" means any non-tribal person or organization, including any federal, state, or local government, university, nonprofit, cloud provider, software vendor, consultant, researcher, auditor, or data broker.

5.7 "Process" or "processing" means collecting, receiving, storing, hosting, copying, analyzing, scraping, indexing, embedding, vectorizing, disclosing, licensing, transferring, publishing, retaining, deleting, destroying, or otherwise using data.

5.8 "AI system" means any machine-based system that generates predictions, classifications, recommendations, synthetic content, or other outputs using statistical, machine-learning, or generative techniques.

5.9 "Free, prior, and informed tribal consent" means written authorization from the Tribal Council or a duly designated tribal authority after disclosure of the purpose, scope, recipients, retention period, risks, benefits, and downstream uses of the proposed data activity.

Section 6. Statement of GTB Data Sovereignty.

6.1 All Band records are the exclusive property of GTB. No external entity acquires ownership or derivative rights in tribal data merely because it stores, processes, receives, or funds such data.

6.2 Tribal data remain subject to GTB law regardless of where they are physically stored, including off-reservation servers, cloud environments, contractor systems, and shared databases.

6.3 No disclosure, contract, data exchange, license, or service arrangement shall be construed as a waiver of tribal sovereignty, sovereign immunity, privilege, or jurisdiction unless the waiver is explicit, limited, and approved in the manner required by GTB law.

Section 7. Data Classification.

7.1 GTB shall classify tribal data as one or more of the following: public; internal governmental use; confidential; restricted; culturally sensitive or sacred; and security critical.

7.2 Enrollment rolls, addresses, telephone numbers, email addresses, date-of-birth information, Social Security numbers, tribal identification card data, children's records, patient records, personnel files, security plans, gaming compliance files, law-enforcement intelligence, and culturally sensitive geospatial data shall be treated as confidential or restricted unless a stricter classification is imposed.

7.3 Court records shall be classified and disclosed in accordance with this Ordinance, tribal court orders, and applicable judicial rules and administrative orders.

7.4 Nothing in this Section prevents GTB from creating additional sub-classifications by regulation.

Section 8. Collection, Use, and Minimization.

8.1 GTB departments and external entities acting on behalf of GTB shall collect only the information reasonably necessary to carry out an authorized tribal governmental, regulatory, service-delivery, public-safety, enterprise, clinical, educational, or research function.

8.2 Sensitive categories such as biometric, genetic, facial-recognition, continuous location, voiceprint, and children's behavioral data may be collected only when authorized by tribal law, program rule, or written necessity determination.

8.3 Tribal data shall not be repurposed for advertising, unrelated profiling, data brokerage, or secondary analytics inconsistent with the purpose for which GTB authorized the collection.

Section 9. Access to Band Records by Tribal Members.

9.1 The rights recognized by Article III, Section 4 of the Constitution remain in force. Requests by tribal members to review Band records shall be processed under written tribal procedures implementing this Ordinance.

9.2 GTB may withhold, redact, segregate, or condition disclosure where necessary to comply with federal law, tribal law, valid state-law confidentiality rules incorporated by contract or program requirement, court order, attorney-client privilege, work-product protection, child-

protection obligations, gaming-regulatory requirements, personnel privacy, law-enforcement sensitivity, cybersecurity, or cultural sensitivity.

9.3 Where records are partially disclosable, GTB shall produce the non-exempt portion with a written explanation of the basis for withholding or redaction.

9.4 Nothing in this Section creates a right to inspect sacred, ceremonial, burial, security-critical, or culturally protected information merely by virtue of tribal membership.

Section 10. Records of Specific GTB Programs.

10.1 Enrollment and Membership. Enrollment records, blood quantum records, source genealogical materials, addresses, and tribal identification card data are confidential except as expressly permitted by tribal law, election rules, referendum procedures, or written authorization.

10.2 Court and Judiciary. Requests for access to Tribal Court records shall remain subject to judicial authorization and judicial rules, including Administrative Order 2008-5.1 or successor orders.

10.3 Health, Behavioral Health, and Human Services. Patient records and beneficiary records are confidential and may be shared only as authorized by law, patient consent, or a valid intergovernmental public-health agreement.

10.4 Housing and Social Services. Tenant files, assistance files, inspection records containing personal identifiers, and benefits eligibility materials are confidential except as required for program administration, due process, audits, or court proceedings.

10.5 Gaming and Enterprise. Regulatory submissions, surveillance-related records, financial controls, patron or employee background materials, and sensitive compliance information shall be protected under this Ordinance and any stricter gaming or enterprise law.

10.6 Personnel and Procurement. Personnel files, background checks, discipline records, medical accommodation information, and vendor systems containing tribal data are confidential unless disclosure is specifically authorized.

10.7 Natural Resources, Cultural Resources, and GIS. Sacred-site information, burial information, archaeological materials, culturally sensitive maps, and sensitive environmental-location data are restricted and shall not be publicly released absent express authorization.

Section 11. External Sharing and Data-Sharing Agreements.

11.1 No non-public tribal data shall be disclosed to an external entity except pursuant to tribal law, tribal court order, written contract, data-sharing agreement, or free, prior, and informed tribal consent.

11.2 Every agreement with an external entity that receives tribal data shall, at minimum, define the permitted purpose, prohibit unauthorized secondary use, prohibit onward transfer without GTB approval, require security controls, require prompt breach notice, preserve GTB ownership, provide return or destruction rights, and state that no waiver of sovereignty or immunity is implied.

11.3 Disclosure of data to a federal or state agency does not convert GTB's legal position into consent for broader public release. GTB shall require receiving agencies, to the maximum extent possible, to invoke all available confidentiality protections and provide notice before compelled disclosure.

Section 12. Research, Publication, and Academic Use.

12.1 No research project involving tribal data, tribal citizens as a tribal population, tribal lands, tribal programs, or tribal cultural materials may proceed without tribal approval.

12.2 GTB may require review by a Tribal Council-designated data governance body, an IRB, a research review committee, a cultural authority, or more than one of those bodies depending on the subject matter.

12.3 Publications and presentations based on tribal data may be conditioned on prepublication review, identification, prohibition of stigmatizing narratives, data return requirements, and community-benefit terms.

12.4 Researchers and institutions shall not claim ownership of raw tribal data or derived data unless GTB expressly agrees in writing.

Section 13. Artificial Intelligence and Automated Systems.

13.1 No external entity may scrape, crawl, ingest, tokenize, embed, vectorize, fine-tune on, benchmark against, or otherwise use tribal data to train or improve any AI system without express written tribal authorization.

13.2 GTB departments may use AI tools only in compliance with tribal policy governing confidentiality, human review, procurement approval, model risk, cybersecurity, and records retention.

13.3 GTB may prohibit any AI use involving enrollment, children, law enforcement, health, sacred knowledge, personnel discipline, security planning, or other high-risk data classes.

13.4 Any approved AI arrangement shall include provenance, audit rights, deletion or unlearning obligations where technically feasible, output restrictions, and clear allocation of liability.

Section 14. Vendor, Cloud, and Procurement Controls.

14.1 Any contract for software, cloud hosting, analytics, case-management systems, cybersecurity tools, call-center services, records digitization, election administration, benefits platforms, or managed services shall include data-protection terms approved by GTB.

14.2 Required terms shall include GTB ownership; confidentiality; subcontractor transparency; encryption; access logging where feasible; data-localization or location disclosure terms; incident response duties; prohibition on sale, advertising, and unauthorized model training; and return-or-destruction obligations at contract end.

14.3 GTB may suspend, terminate, or debar vendors that materially violate this Ordinance or associated contract terms.

Section 15. Security, Retention, and Breach Response.

15.1 GTB shall maintain reasonable administrative, technical, and physical safeguards proportionate to the sensitivity of the data at issue.

15.2 Sensitive tribal data shall be encrypted in transit and at rest where feasible. Access shall be limited by role and documented through reasonable logging and account-control measures.

15.3 GTB shall maintain retention schedules and secure destruction procedures for paper and electronic records.

15.4 Any employee, officer, contractor, or external entity discovering unauthorized access, exfiltration, ransomware, corruption, or disclosure involving tribal data shall notify GTB immediately and no later than seventy-two (72) hours after discovery unless a stricter contractual deadline applies.

Section 16. Citizen Access, Correction, and Notice.

16.1 Subject to lawful limits, any tribal citizen may request access to and correction of records about that citizen maintained by GTB.

16.2 GTB may deny, defer, or limit access where necessary to protect third-party privacy, children, ongoing investigations, litigation posture, privileged material, or culturally restricted information.

16.3 GTB may provide a summary, redacted version, or supervised inspection in lieu of unrestricted copying where necessary to protect confidentiality and records integrity.

Section 17. Data Governance Office or Committee.

17.1 The Tribal Council may designate a Data Governance Officer, Office, Board, or Committee to implement this Ordinance.

17.2 That body may maintain inventories, issue classifications, review contracts, review data-sharing requests, coordinate breach response, publish model clauses, develop AI rules, train departments, and make annual reports to the Tribal Council.

17.3 GTB departments shall cooperate with the designated data governance authority in carrying out this Ordinance.

Section 18. Enforcement and Remedies.

18.1 Any unauthorized possession, access, use, disclosure, sale, publication, transfer, AI training use, or destruction of tribal data in violation of this Ordinance is fully actionable in Tribal Court allowed by GTB law.

18.2 Available remedies may include declaratory relief, injunctive relief, return or deletion of data, contract termination, suspension or debarment, civil penalties, disgorgement, costs, and any additional relief authorized by tribal law or contract.

18.3 Nothing in this Ordinance creates a damages remedy against GTB beyond what is otherwise authorized by the Constitution or tribal law.

Section 19. Jurisdiction; No Waiver.

19.1 The Tribal Court shall have jurisdiction over civil actions fully arising under this Ordinance consistent with the Constitution and federal law.

19.2 Enactment and enforcement of this Ordinance do not waive GTB sovereign immunity. Any waiver must comply with the Constitution and be expressed, limited, and specific.

Section 20. Regulations and Conforming Amendments.

20.1 The Tribal Council or its designee may promulgate regulations, model agreements, fee schedules, records-request forms, data-classification schedules, AI policies, and implementation procedures consistent with this Ordinance.

20.2 Code publishers and legal staff are authorized to prepare non-substantive conforming edits and codification notes to integrate this Ordinance with Title 2 Chapter 4, election regulations, court rules, and February 18, 2026, tribal member-information access restriction ordinance.

Section 21. Severability.

If any provision of this Ordinance or its application to any person or circumstance is held invalid, the remainder of the Ordinance shall remain in full force and effect.

Section 22. Effective Date.

This Ordinance shall take effect immediately upon enactment unless the Tribal Council provides a later effective date or phased implementation schedule.

Section 23. Action Plan

23.1 Designate temporary data-governance lead; freeze unauthorized AI use; identify highest-risk datasets. [The IT Director is the lead GTB Official and can declare an immediate freeze of authorized AI.

23.2 Issue interim records-request, redaction, and incident-response procedures; update vendor template clauses. [The Tribal Manager is the responsible official to set proposed time frames.]

23.3 Inventory systems containing membership, health, housing, gaming, personnel, and court-adjacent data. [The Tribal Manager and Chief Financial Officer are the responsible officials to set the proposed time frames.]

23.4 Review existing contracts for cloud hosting, analytics, benefits systems, surveillance, and managed services. [The IT Director, Chief Financial Officer, and Legal Department are the responsible officials.]

23.5 Negotiate or refresh state and federal data-sharing agreements; publish final classifications and retention schedules. [The IT Director, Tribal Manager, and Legal Department are the responsible officials to review all data agreements and to publish classifications and retention schedules.]

APPROVED:

Sandra L. Witherspoon, Chairwoman

ADOPTED:

Anna Miller, Secretary

CERTIFICATION

As Secretary of the Tribal Council of the Grand Traverse Band of Ottawa and Chippewa Indians, I hereby certify that the above resolution was approved and adopted at a Special Session of the Tribal Council held in Peshawbestown, Michigan, on October 28, 2026 by a vote of:

6 FOR, Ø AGAINST, Ø ABSTAINING, and Ø ABSENT.

ATTEST:

Anna Miller, Secretary