

Memorandum of Understanding

THIS MEMORANDUM is dated for reference this 1st day of July, 2010 (the "**Effective Date**").

AMONG:

The University of British Columbia, a corporation continued under the *University Act*, R.S.B.C. 1996, c. 468 and having its offices at 6328 Memorial Road, Vancouver, British Columbia, V6T 1Z2 (hereinafter referred to as "**UBC**"). Two institutions at UBC, the Museum of Anthropology ("**MOA**") and the Laboratory of Archaeology ("**LOA**") are Parties to this Memorandum of Understanding ("**MOU**")

AND

The Musqueam Indian Band, A Band under the Indian Act of Canada and having its offices at 6735 Salish Drive, Vancouver, BC V6N 4C4 ("**Musqueam**")

AND

The Partnership of the

The Stó:lō Nation, a Society under the BC Society Act and having its offices at 7201 Vedder Road, Chilliwack, BC V2R 4G5 ("**SN**")

AND

The Stó:lō Tribal Council, a Society under the BC Society Act and having its offices at #2773 Chowat Rd. P.O. Box 440, Agassiz, British Columbia V0M 1A0 ("**STC**")

AS REPRESENTED BY

The Stó:lō Research and Resource Management Centre, having its offices at 7201 Vedder Road, Chilliwack, BC V2R 4G5 ("**SRRMC**") as their appointed repository

AND

The U'mista Cultural Society, a Society under the BC Society Act and having its offices at #1 Front Street, PO Box 253, Alert Bay, BC, V0N 1A0 ("**U'mista**")

AND

The Partner Institutions and Communities listed in the RRN Acknowledgments attached in Schedule "A"

(hereinafter collectively referred to as the "**Parties**" and individually as a "**Party**")

WHEREAS:

- A. In March 2002, the Canada Foundation for Innovation ("**CFI**") awarded a grant to UBC to support a portion of the eligible capital costs of developing a virtual infrastructure to be known as the Reciprocal Research Network or RRN.
- B. The RRN has been co-developed by the MOA, Musqueam, SN/STC, and U'mista in accordance with the terms and conditions of the CFI Grant and the Project Charter signed by the Co-Developers in October of 2006 and concluded in March 2010.
- C. On April 6, 2009 the MOA, Musqueam, SN/STC, U'mista and a number of partner institutions signed a memorandum of understanding to set out their obligations and expectations in

connection with the development of the RRN prior to the then anticipated launch of the RRN in March 2010.

- D. Effective March 18, 2010 the Co-Developers and the Founding Partner Institutions that were parties to the Original MOU extended the term of the Original MOU from March 31st, 2010 to June 30, 2010 so as to give the parties some additional time to complete this new MOU.
- E. The purpose of this MOU is to replace, effective July 1, 2010, the Original MOU and to set out for a term of 5 years thereafter the obligations and expectations of the Parties with regards to the continued development of the RRN and a framework for the administration and use of the RRN consistent with the research objectives of the RRN.

THE PARTIES SET FORTH THEIR UNDERSTANDING AS FOLLOWS:

1.0 Definition:

1.1 In this MOU:

- (a) **"Advisory Board"** means a board of advisors responsible for providing advice to the Steering Group as outlined in this MOU. Each Party shall have the right to appoint one nominee to represent such Party on the Advisory Board;
- (b) **"CFI Grant"** means the March 2002 Canada Foundation for Innovation funding awarded to UBC to support a portion of the eligible capital costs of developing the RRN;
- (c) **"Co-Developers"** means collectively the MOA, Musqueam, SN/STC, and U'mista who co-developed the RRN in accordance with the terms and conditions of the CFI Grant and the Project Charter;
- (d) **"Founding Partner Institutions"** means the parties other than the Co-Developers that signed the Original MOU, and includes the Thomas Burke Memorial Washington State Museum dba Burke Museum of Natural History and Culture, the Glenbow-Alberta Institute, the Royal Ontario Museum, the McCord Museum of Canadian History, the Pitt Rivers Museum University of Oxford, the Museum of Archaeology and Anthropology University of Cambridge, the American Museum of Natural History, the Smithsonian National Museum of the American Indian, and the National Museum of Natural History Smithsonian Institution and the Royal BC Museum Corporation;
- (e) **"Original MOU"** means the Memorandum of Understanding dated April 6, 2009 signed by the Co-Developers and the Founding Partner Institutions, and extended by the agreement of the parties to June 30, 2010;
- (f) **"RRN Partners"** means the institutions, Co-Developers and communities that are parties to this MOU as identified on page one of this MOU and in the attached Schedules "A" and that contribute data to the RRN;
- (g) **"Project Charter"** means the Project Charter signed by the Co-Developers in October of 2006 and concluded in March 2010.
- (h) **"RRN"** means the Reciprocal Research Network and includes the collaborative research network, as well as the software, and hardware required to support it;

- (i) "**RRN Terms of Use**" means the terms of use accepted by RRN Public Users and RRN Members as a condition of using the RRN;
- (j) "**RRN Member**" means a person who has been issued an RRN Member account and has been approved for access to the closed system features of the RRN;
- (k) "**RRN Public User**" means a person who accesses the public system features of the RRN only;
- (l) "**Working Group**" means a group composed of representatives of the parties, to assist with such tasks and functions as may be assigned to the Working Group by the Advisory Board. Each RRN Partner will be responsible for appointing its own representative to a Working Group, should they wish to appoint a representative. ;
- (m) "**Steering Group**" means a steering group composed of one representative from each of the Co-Developers. The Steering Group's responsibilities are set out in Section 8.1 of this MOU;
- (n) "**Term**" is defined in Section 5.2;

2.0 Vision Statement for the RRN:

2.1 The RRN is a technology-assisted collaborative research project that seeks to integrate and make available to users information about Northwest Coast and British Columbia cultural heritage currently dispersed amongst various institutions and communities.

2.2 The RRN facilitates the reciprocal sharing of information between users and institutions holding cultural objects, by enabling users to view cultural items, add their own knowledge, and learn from previously accumulated knowledge. The two-way exchange of knowledge is a key component of the RRN.

2.3 The RRN design allows for the inclusion of additional RRN Partners, as well as the possibility to expand its cultural and geographic scope.

3.0 Purpose Statement for the RRN

3.1 The RRN links participating users and institutional collections. It provides an innovative, dynamic tool for interdisciplinary research as outlined in the CFI Grant. The RRN is intended to facilitate the reciprocal sharing of data and information regarding cultural objects and artifacts contributed by the Parties in digital or electronic form.

3.2 The physical exchange, transfer or repatriation of cultural objects and artifacts between or among Parties or any originating communities, or negotiations regarding the physical exchange, transfer or repatriation of cultural objects, therefore do not fall within the scope, mandate or purpose of the RRN.

4.0 Collaboration Statement

4.1 The RRN is not a legal entity and nothing herein will be construed as creating a partnership, employment or agency relationship between the Parties or as authorizing any Party to act as agent for any other Party. The Parties acknowledge that at all times during the Term, UBC, through the UBC Museum of Anthropology will continue to be responsible for the day-to-day operations of the RRN, and for financial management of RRN funding through the CFI or other agencies.

4.2 The terms of this MOU and participation of the Parties in the RRN as contemplated herein will at all times be subject to the terms and conditions of the CFI Grant. In the event of any conflict between the terms of this MOU and the terms of the CFI Grant, the terms of the CFI Grant shall prevail.

5.0 Term

5.1 Effective July 1, 2010, this MOU is intended to supersede and replace the Original MOU.

5.2 The term of this MOU is for a period of 5 years starting on July 1, 2010 and ending on June 30, 2015 (the "**Term**"). This corresponds to the time period of the operating and maintenance funds provided by the CFI.

5.3 During the Term of this MOU, the Parties will work towards the development of an MOU to replace this MOU. The new MOU will provide for the long-term sustainability of the RRN.

6.0 New Parties to MOU / Exit from MOU

6.1 New Parties may be added to this MOU as RRN Partners at any time during the Term. Communities or institutions wishing to become RRN Partners can do so by applying to the Steering Group. The Steering Group will consult with the Advisory Board before making a final decision with respect to any such application.

6.2 Once, approved by the Steering Group, the new party will sign and deliver to UBC a copy of an "**RRN Acknowledgement**" form attached as Schedule "A". On signing the "RRN Acknowledgement" form, UBC will attach the executed copy of the "RRN Acknowledgement" form to this MOU as part of Schedule "A", and this MOU will thereafter be deemed to be amended to include the name of such new party as a Party to this MOU.

6.3 The Parties to this MOU are listed on page one and in the "**RRN Acknowledgment**" forms signed by each Party and attached to this MOU in Schedule "A".

6.4 A Party may at any time during the Term terminate its involvement in the RRN and cease to be a Party to this MOU, by giving 30 days notice to the Advisory Board and to the Steering Group. At the terminating Party's request, all links between the RRN and the terminating Party's data system will be severed and reasonable efforts will be made to delete from the RRN any cached data contributed by such Party.

7.0 Responsibilities of the Parties

7.1 Each Party to this MOU will be responsible for making the following contributions to the RRN during the Term of this MOU:

- (a) Each Party will name a representative from such Party to the Advisory Board. This representative will participate in the Advisory Board teleconferences (at least once every six months) and will, where possible, sit on at least one of the Working Groups;
- (b) Each Party will advise the Steering Group about major information technology (IT) changes that would affect the operation of the RRN;
- (c) Each Party will assist with integration into the RRN of data from the community or institution represented by such Party;

- (d) Each Party will assist with decisions about new communities and institutions joining the RRN as data contributors into the RRN;
- (e) Each Party will commit up to a maximum of one staff day of each of the relevant staff over the Term to maintain data linkages to the RRN. This time commitment is additional to the time commitment of each Party's named representative to the Advisory Board or any Working Group.

7.2 Specific responsibilities of each Party:

- (a) Any specific responsibilities that are taken on by a Party during the term of this MOU are outlined in the RRN Acknowledgment signed by such Party and attached to this MOU as Schedule "A". This outline will include an estimate of the staff time and other resources which each such Party will contribute, if they vary from those outlined in the general responsibilities in Section 7.1 above.
- (b) Each Party will have the sole discretion to decide on:
 - (i) the number and types of objects from their collection that will be made accessible through the RRN; and
 - (ii) what fields from their object records will be released and made available through the RRN.

8.0 Governance and Administration of the RRN

8.1 The governance structure of the RRN is two-tiered and consists of:

- (a) the Steering Group made up of one representative from each of the Co-Developers. The Steering Group is responsible for the overall operation of the RRN including the development of all RRN policies; and
- (b) the Advisory Board made up of one representative from each of the Parties to this MOU. The Advisory Board is responsible for providing input to the Steering Group with regards to the operation of the RRN and the development of policies set by the Steering Group.

8.2 For the Term of this MOU, the RRN will be housed at UBC. Any move of the RRN must be approved by the Steering Group on the advice of the Advisory Board.

8.3 A consistent communication policy will be developed by the Steering Group to inform all RRN Partners of possible changes in technical developments, membership, or administration. All notices and other communications related to the RRN will be delivered to the RRN Partners by posting a message on the RRN Partner Project and via e-mail.

9.0 Access to the RRN Website

9.1 For the term of this MOU the RRN will operate as both a public system and closed system. Each of these systems are described below:

(a) Closed System

- (i) Access to the Closed System of the RRN is password protected and is restricted to RRN Members. Account requests by applicants for an RRN

Member account will be reviewed and approved on an on-going basis by a representative or representatives of the RRN as designated by the Steering Group.

- (ii) Privacy settings will enable RRN Members to choose different levels of access and exposure when working on their Projects within the RRN.
- (b) Public System

- (i) This refers to the features and content of the RRN that are not password protected and that will be accessible to all RRN Public Users. RRN Public Users will be able to search and find item records. RRN Public Users will not have access to RRN Members' submissions. RRN Public Users will be able to contribute information to the relevant contributing RRN Partner and where possible to the relevant community. This information will not be posted on the RRN.

9.2 Any Party can opt out of the Public System on an individual basis. The decision to opt out must be included in Schedule A RRN Acknowledgement form signed by such Party on becoming a party to this MOU.

10.0 Funds for RRN Partners to participate

10.1 No funds are available to assist RRN Partners to participate in the RRN. The Steering Group may write letters of support for applications to assist any RRN Partner in obtaining funding in connection with their participation in the RRN.

11.0 Statement of Copyright / Intellectual Property

11.1 Each of the Parties has, or may in the future, develop and implement its own policies regarding its own intellectual property and research. This MOU is not intended to impact in any way the implementation, interpretation, or application of such policies as they apply to the staff, employees and researchers of each Party. Subject to the forgoing the Parties acknowledge that:

- (a) each Party will maintain copyright over the works and data (including collection records, images, media, etc.) contributed by such Party to the RRN. Each Party will be responsible for posting copyright notices applicable to its works and data. This information, or a link to such information, will be shown with the data record if so provided by the Party. Information contributed by some RRN Partners is in the public domain. This information should be acknowledged as such by the Party contributing such information;
- (b) use of the RRN by each Party and by authorized RRN Members and RRN Public Users will be in accordance with the RRN Terms of Use, and all applicable research guidelines and use protocols implemented from time to time by the Steering Group;
- (c) information and other content submitted by RRN Members will be submitted in accordance with the RRN Terms of Use. Commercial reproduction or use of works and data contributed to the RRN without express authorization of the copyright owner is prohibited;
- (d) before posting any copyrighted work, including any image of a copyrighted work or object on the RRN, the RRN Partner intending to post such work or an image

acknowledge their obligation to ensuring that they: i) own the copyright in such work or object; or ii) have been granted a valid license by the copyright owner to display the work or objects and to allow the work or object to be photographed for the purpose of display. Where applicable the RRN Partner intending to post a copyrighted work or an image of a copyrighted work or object also acknowledges their obligation to ensure that they have obtained a waiver of the copyright author or creator's moral rights before posting such work, or an image of such work or object on the RRN; and

- (e) any RRN Partner that receives notice of a claim of copyright infringement or other claim with regard to the content that it contributes to the RRN is responsible for promptly addressing the claim and, if warranted, promptly removing all such content from the RRN.

11.2 The RRN software has been developed under the CFI Grant. Each Party will abide by and comply with all license terms and policies applicable to the use of the RRN software.

12.0 Terms of Use

12.1 The RRN Terms of Use will be posted on the RRN website. All Parties to this MOU, and all RRN Members and RRN Public Users will have to agree to the RRN Terms of Use as a condition of their use and access to the RRN.

12.2 The Steering Group may revise and update the RRN Terms of Use at any time in response to changes in the law, policy or at the discretion of the Steering Group in consultation with the Advisory Board.

13.0 Non-Binding MOU

13.1 This Memorandum of Understanding is not legally binding and is only intended to set out a summary of the understanding between the Parties. Nothing expressed or implied herein (whether by operation of law or otherwise) will legally commit or oblige any Party to perform or observe any obligation set out in this Memorandum of Understanding.

13.2 Nothing in this Memorandum of Understanding is intended to restrict any Party from proceeding in its efforts to conduct its own research, to develop any related technology, or from cooperating with, or receiving cooperation from, public or private agencies, organizations, and individuals with respect to any of the normal activities of any of Party.

IN WITNESS WHEREOF the Parties have duly executed this Memorandum of Understanding effective as of the Effective Date set out at the top of page one.

The University of British Columbia

**The Laboratory of Archaeology,
Department of Anthropology, UBC**

Signature: _____

Name: _____

Title: _____

Date: _____

UBC Museum of Anthropology

Signature: _____

Name: _____

Title: _____

Date: _____

Stó:lō Nation

Signature: _____

Name: _____

Title: _____

Date: _____

U'mista Cultural Society

Signature: _____

Name: _____

Title: _____

Date: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Musqueam Indian Band

Signature: _____

Name: _____

Title: _____

Date: _____

Stó:lō Tribal Council

Signature: _____

Name: _____

Title: _____

Date: _____

Schedule "A"

RRN Partner Institution Acknowledgement

WHEREAS: The institution identified below intends to become a party to the Reciprocal Research Network Memorandum of Understanding (the "**MOU**") dated for reference July 1, 2010.

The undersigned institution therefore acknowledges that:

- a) it will become a party to the MOU and as such will accept and abide by the terms of the MOU;
- b) its use of the Reciprocal Research Network ("**RRN**") will be in accordance with the terms of the MOU, the RRN Terms of Use, and all applicable licenses, research guidelines and protocols governing the use of the RRN; and
- c) the institution will make additional contributions to the RRN as described below.

[INSERT NAME OF INSTITUTION]

Per:

Authorized Signatory

Name: _____

Title: _____

Date: _____

[INSERT NAME OF RRN PARTNER INSTITUTION]	
Address of RRN Partner Institution for Contact Purposes:	Address:
	Attention:
	Telephone:
	Fax:
	E-Mail:
Name / Contact Information of RRN Partner Institution Representative to Advisory Board (see s. 7.1 of MOU)	Name:
	Address:
	Telephone:
	Fax:
	E-Mail:
Description of Additional Contribution to be made by _____ [INSERT NAME OF RRN PARTNER INSTITUTION] (see s. 7.2 of the MOU)	
Option re: Public System [INSERT NAME OF RRN PARTNER INSTITUTION] is opting out of the Public System (see 9.2 of the MOU)	