MEMORANDUM OF UNDERSTANDING

Walpole Island First Nation

And

The University of Western Ontario

This Memorandum of Understanding establishes an agreement between The University of Western Ontario and the Walpole Island First Nation.

Section A: Purpose of MOU

This agreement seeks to support partnerships, contributions, exchange of information, time frames, and recognition for research. The Walpole Island First Nation ("WIFN") and The University of Western Ontario ("Western") are in agreement to pursue areas of interest and research and to include the standards and practices that respect the rights and interests of WIFN and Western.

Section B: Framework for Discussion

This is a general commitment and agreement to determine which projects involve research and to indicate good research practices established through ethical research standards and procedures as articulated through consent by WIFN, including concepts established to protect and benefit WIFN, as well as those ethical protocols required by and approved under Western’s practices. This Memorandum of Understanding, once signed by both parties, represents a formal agreement between Western and WIFN. As such, this agreement provides the opportunity for full discussion, exploration and clarification of all aspects of the research proposed under the guidance of researchers to be identified by the Vice-President, Research, (currently Dr. Ted Hewitt) from Western and from the Chief and Band Council at WIFN.

Section C: Identified Affected Period and Amendments

This Memorandum of Understanding may be amended in writing as agreed upon by the parties. Either Western or WIFN may withdraw from this Memorandum of Understanding upon 6 months written notice to the other party. This Memorandum of Understanding will commence on the day of the signing, June 1, 2009 and will remain in effect until January 31, 2014.
Section D: Partnership Agreement

This Memorandum of Understanding will help to promote a more equitable approach to information acquisition, sharing and dissemination and to develop a sense of collaboration for the research process. This process facilitates a partnership between Western and WIFN, building mutual trust, the acceptance of roles and responsibilities by both parties, a clear understanding of their duties, and greater involvement of all those affected by the research outcomes.

Section E: Projects and Impact Benefits Analysis

In order to ensure that research conducted by Western and WIFN will result in tangible benefits for both parties, this agreement specifies that collaborative research projects initiated by either or both parties, will include an Impact Benefit Analysis to be submitted for approval to both Western and WIFN prior to the initiation of data collection activities. Research projects initiated by either or both parties will also include a detailed description of proposed mentoring and capacity building activities. The Impact Benefit Analysis will be reviewed by the Vice-President, Research, University of Western Ontario and by the Chief and Band Council, WIFN, and will also include the approval of the Research Ethics Board at Western.

Section F: Scholarship and Publication

WIFN acknowledges that Western requires that results of all research conducted by or on behalf of the University are intended to be published or publicly disclosed. The parties shall collectively own all data generated by their collaborative research, provided that any data which are proprietary to one party at the beginning of the research undertaken herein shall remain the property of that party. Western shall own all copyright in and to any research or results generated by its representatives and shall, subject to the right of approval of WIFN as to the use and inclusion of any confidential information of WIFN, be free to publish or otherwise disclose such results. Western agrees to submit for approval any such scholarly documents to WIFN at least sixty (60) days prior to publication or distribution of said documents. If WIFN does not object in writing to the inclusion of WIFN confidential material in such documents within sixty (60) days of the receipt of the request for approval, Western shall be free to proceed. In the event that a written objection is made, the parties shall endeavour to negotiate an acceptable version of the scholarly document, or the WIFN confidential material shall be deleted.

Section G: Planning of Workshops and Presentations

Under this agreement, and with regard to WIFN, it shall be advised in writing of the substance of any proposed workshop, seminar or speech to be given by Western, based on information from WIFN. WIFN must be notified at least sixty (60) days before any presentation takes place in order to make a judgment as to whether the planned presentation should be approved or rejected. Where the information from WIFN is
appropriately maintained as confidential and anonymous, in accordance with Section H, no consent will be required nor will the presentation not be approved.

Section H: Consent and Confidentiality

Each of Western and WIFN agree to ensure that it, its officers, employees and agents, shall both during and following the expiration of this agreement, maintain confidential and secure all material and information as disclosed or made available to the other which is the property of WIFN or Western and in the possession and control of the other pursuant to this agreement. Each of Western and WIFN agree that neither it, its officers, employees and agents, shall directly or indirectly disclose or use, either during or following the terms of this agreement, except where required by law, any material or information belonging to the other pursuant to this agreement, without first obtaining the written consent of the respective party for such disclosure or use. The identity of individual subjects and agencies will remain completely anonymous. In all published reports data analysis will be at the aggregate level only. All information presented as it pertains to individuals will be non-identifying.

Section I: Point of Contact

The primary initial point of contact for external project proponents is Chief and Council of WIFN. After an initial review of the proposed project, Chief and Council may request further assistance from the Walpole Island Heritage Centre – Nin Da Waab Jig – for technical expertise as the consultation process progresses.

The primary initial point of contact for external project proponents for Western is the Vice-President, Research (currently Dr. Ted Hewitt).

Signed on this 1\textsuperscript{st} day of June, 2009, by:

\[ Signature \]

Joseph B. Gilbert  
Chief, Walpole Island First Nation

\[ Signature \]

Ted Hewitt  
Vice-President (Research & International Relations, The University of Western Ontario)