

# **trackingchange**

**Tracking Change: The Role of Local and Traditional  
Knowledge in Watershed Governance**

**Project Framework**

**Guiding Principles of Collaboration**

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## TRACKING CHANGE PROJECT FRAMEWORK

The *Tracking Change...* project was developed in recognition that many peoples in the Mackenzie River Basin, particularly Indigenous peoples, have valuable insights about the social and environmental sustainability of the Basin. Many land users (hunters, trappers, fishers, berry harvesters etc.) have been observing and experiencing what is going on with the land, water, fish, geese/ducks, wildlife in the same way, using the same signs/signals for many generations. Such tracking of environmental change has been more than a technical process of monitoring; people watch, listen, learn and communicate about change because they care about the health of the land and the health of their communities.

While much of this knowledge is based on sacred oral traditions, there is a growing need to bring this knowledge forward to ensure the continued health and sustainability of the Mackenzie River Basin. *Tracking Change...* will provide the Mackenzie River Basin Board Traditional Knowledge and Strengthening Partnerships Steering Committee, communities, co-management boards, GNWT, university researchers and others an opportunity to work together to learn more about land user observations, experiences and oral histories about many kinds of ecological and related socio-economic and cultural change. Many previous studies have been very local in nature and not linked to research in other areas.

Today, efforts to develop a broader, regional perspective are being facilitated through the efforts of co-management boards, regional organizations as a result of land claim settlements and related legislation (i.e., *Mackenzie Valley Resource Management Act*). Research is already being documented in some areas, but many communities may not have the resources to document their local and traditional knowledge (LTK) in ways that will contribute to watershed policy at regional, provincial/territorial and federal levels. Through this study, we hope to network with existing projects in the Basin, assist some communities in doing studies specific to their regions as well as facilitate a coordinated LTK study across the whole basin.

### ***Objectives***

Together we will be able to:

- 1) develop agreements and ways of working together that ensure the protection and respect of the local and traditional knowledge of communities involved;
- 2) create opportunities to document and share local and traditional knowledge (LTK) about changes in the Mackenzie River Basin of concern to Indigenous communities;
- 3) build research skills within Indigenous communities (e.g., youth);
- 4) learn more about how environmental change is affecting the livelihoods and wellbeing of communities;
- 5) determine the indicators (signs) and methods most useful to communities for long-term monitoring; and,
- 6) develop a database that will ensure that the outcomes of the research continue to be accessible for future generations.

## ***Timeline, Budget and Governance***

The project is funded from 2015-2022. There are three core areas of the budget proposed: a) governance and networking (e.g., meetings and communications); b) local and regional LTK projects; and, c) a basin-wide LTK project. Decisions about the budget and other strategic decisions related to the project will be governed by the Traditional Knowledge and Strengthening Partnerships Steering Committee of the Mackenzie River Basin Board.

### **1. DEFINITIONS**

**Agreement** means the Research Partnership Agreement (Appendix A) including all attachments and appendices as included in the application to SSHRCC.

**Application** means the application of Dr. Brenda Parlee for SSHRC funds under the Partnerships Grant Program, for the project entitled *Tracking Change: The Role of Local and Traditional Knowledge in Watershed Governance*.

**Background Intellectual Property** refers to any Intellectual Property owned, acquired, developed, or used by participants before the start of the project.

**Confidential Information** means knowledge, materials, know-how, or any proprietary information, whether in electronic, written, graphic, or other tangible form, marked as confidential, disclosed by one Party to another Party. Any such confidential information that has been disclosed orally in order to be treated as confidential must be reduced in writing within two weeks of its disclosure and marked as confidential.

**Funding Agency** means the Social Sciences and Humanities Research Council of Canada ("SSHRCC").

**Intellectual Property** means all materials, concepts, know-how, formulae, inventions, improvements, industrial designs, processes, patterns, machines, manufactures, compositions of matter, compilations of information, patents and patent applications, copyrights, trade secrets, technology, technical information, software, prototypes and specifications, including any rights to apply for protections under statutory proceedings available for those purposes, provided they are capable of protection at law.

**Host University** is the University of Alberta.

**Network** refers to all partners, collaborators, investigators, and other participants in the *Tracking Change...* project.

**Office of Technology Transfer (OTT)** refers the office at the host or other university that has responsibility for protecting and commercializing Intellectual Property.

**Participant** is defined as a co-applicant or collaborator as defined by SSHRC in relation to its Partnership program. They shall include Canadian post-secondary institutions, not-for-profit organizations, philanthropic foundations, think-tanks, municipal, territorial or provincial governments and international post-secondary institutions, together with any individual who will make a significant contribution to the research of the Project and is affiliated with any of the groups provided herein.

**Partner** means the institution, agency or other employer of a Participant who has signed a contribution agreement or has agreed to be bound by the terms of the Guiding Principles of Collaboration.

**Project Collaborator** is a research participant who helps accomplish some of the objectives of the program, but whose participation is not essential to achieving the main scientific objectives of the Project. A Project Collaborator must have been named as such in the Application or is named as a new collaborator by the Executive Committee.

**Project Coordinators** – the persons who facilitate and coordinate activities of the network to support the researchers, community and aboriginal organizations, governments and private sector partners in the Project.

**Project Co-investigator** is defined as a person:

- (i) employed or otherwise given status as a research scientist at a Partner institution, who is responsible for an aspect of the Project research;
- (ii) who was a co-applicant on the Application accepted by SSHRC, or who has been accepted as a Project co-investigator by the **Tracking Change...** project Executive Committee;
- (iii) who has signed the Contribution Agreement (Appendix A).

A Project co-investigator does not receive funds directly from the Funding Agency. It is intended that project funds will be provided to the Host University, for further disbursement under the terms of this Project Framework and sub-grant transfer agreements will be prepared as called for under the terms of the *Tri-Council Agency Agreement on the Administration of Agency Grants and Awards by Research Institutions*.

**Project Director** means the Principal Investigator for the **Tracking Change...** project SSHRC grant or, in their absence, the individual accepted/appointed by the Executive Committee to be the Principal Network Investigator responsible for directing the scientific development of the Project.

**Project Framework** refers to this document, including all attachments and appendices.

**Project Funds** means funds provided to the Project by the Funding Agency, together with funding obtained for Project use from other funding providers, including Partners.

**Project Management Office** means the central administrative offices of the Project located at the Host Institution.

**Project Research** refers to research initiatives and activities conducted under this program and substantially supported by the Funding Agency and carried out under the supervision of Project Management and Executive Committees.

**Project-Supported Intellectual Property (NSIP)** means Intellectual Property first conceived, developed, or reduced to practice during an initiative of the **Tracking Change...** project.

**Sub-Basin Led** refers to a Project Investigator in charge of one of the six sub-basins of the Mackenzie River Basin.

**Sub-Grant Agreement** is an agreement signed individually between host institution and partners receiving project funds.

## 2. BACKGROUND

This Project Framework document specifies the principles held in common that characterize the governance and practices of the **Tracking Change: The Role of Local and Traditional Knowledge in Watershed Governance** project, including guidelines for access to and use of project resources. This project is supported by the Social Sciences and Humanities Research Council of Canada (SSHRC), through their Partnership Program. The agreement builds upon existing cooperative work identifying and developing research priorities of the partner

organizations. The Network is based at the University of Alberta with the Traditional Knowledge Steering Committee of the Mackenzie River Basin Board in Yellowknife. Project team members must conform to the protocols set out in the Tri-Council Policy Statement: *Ethical Conduct for Research Involving Humans* (TCPS2), and the Association of Canadian Universities for Northern Studies (ACUNS) *Ethical Principles for the Conduct of Research in the North* and community-specific research guidelines. All applicants and grant holders must comply with the *Tri-Council Agency Regulations Governing Grant Applications* and with the regulations set out in the *Tri-Council Agency Financial Administration Guide*.

In every respect of its governance and activities, the ***Tracking Change...*** project will reflect the core principles of transparency, accountability, inclusivity, mutual respect, relationship building, collaboration, and consultative processes. These principles are consistent with, and are reinforced by, the various methodologies used during the project. The main focus of the research will be local and traditional knowledge related to development and climate change impacts on the Mackenzie River Basin watershed. The Project will mobilize this critical mass of research and researchers. In partnership with, and with the support of, a wide range of northern participants, the Project will fund a series of research projects in the six sub-basins of the MRB. The broad goal of the SSHRC project *Tracking Change: Local and Traditional Knowledge in Watershed Governance* is to collaboratively document and mobilize local and traditional knowledge (LTK) about social-ecological change in the Mackenzie and determine its' role in watershed governance. The research team is interested in LTK holders' observations and experiences of social and ecological change and how such knowledge can improve the sustainability for current and future generations. It will bring community partners and researchers together to research a variety of themes and to produce a diverse range of outcomes and knowledge dissemination and mobilization activities. The contributions of team members from elsewhere in Canada and abroad will support the further goal of drawing out the broader implications of the research, and of linking Northern Canadian partners with other parts of Canada and the world.

### 3. RESEARCH PROJECT

The ***Tracking Change...*** project developed in recognition that many peoples in the Mackenzie River Basin, particularly Indigenous peoples, have valuable insights about the social and environmental sustainability of the Basin. Many land users (hunters, fishers, berry harvesters etc.) have been observing and experiencing what is going on with the land, water, fish, geese/ducks, wildlife in the same way, using the same signs/signals for many generations. Such tracking of change has been more than a technical process of monitoring; people watch, listen, learn and communicate about change because they care about the health of the land and the health of their communities. While much of this knowledge is based on sacred oral traditions, there is a growing need to bring this knowledge forward to ensure the continued health and sustainability of the Mackenzie River Basin. ***Tracking Change...*** provides the Traditional Knowledge and Strengthening Partnerships Steering Committee of the Mackenzie River Basin Board, communities, GNWT, co-management boards, NGOs, and other partners an opportunity to work together to learn more from land user observations, experiences, and oral histories about many kinds of ecological and related socio-economic and cultural change. Many previous studies were very local in nature and not linked to other research in other areas. Today, efforts to develop a broader, regional perspective are being facilitated through the efforts of co-management boards, regional organizations as a result of land claim settlements

and related legislation (e.g., the *Mackenzie Valley Resource Management Act*). Research is already being undertaken in some areas, but many communities do not have the resources to document their local and traditional knowledge (LTK) in ways that will contribute to watershed policy at regional, provincial/territorial and federal levels. Through this study, we hope to network with existing projects in the Basin, assist some communities in doing studies specific to their regions, as well as facilitate a coordinated LTK study across the whole basin.

#### **4. FUNDING**

The major funding source for the Partnership and the Project Research is SSHRC, which will pay a grant of up to two and a half million Cdn dollars (**\$2,500,000.00**) to the University of Alberta over a six-year period, for research and the administrative costs of the Project. The Parties will provide basic facilities, services and infrastructure, as in-kind contributions to the research Project. It will ensure that the Project has access to normal computer, communications, financial administration, and research management services, to enable it to serve as administrative secretariat. In addition, the Parties will provide funding as is provided in more detail in the Appendices/Schedules attached to the Application as defined above.

#### **Research Sub-Projects**

The Network Steering Committee will periodically issue a call for Research Sub-Projects based on research priorities established by the Project Management Committee. These projects will use the guidelines and application forms found on the *Tracking Change...* project website. Final funding decisions will be the responsibility of the Project Management Committee.

#### **5. LEADERS**

##### **5.1. Research Director**

- Dr. Brenda Parlee, Associate Professor, Department of Resource Economics and Environmental Sustainability (REES) of the Faculty of Agriculture, Life, and Environmental Sciences (ALES) at the University of Alberta is the Project Director.

##### **5.2. Sub-Basin academic Leaders and their principal affiliation**

- Each sub-basin will establish local committees made up of government representatives, key community partner organizations, the territorial coordinator and network researchers working in the territory. The Research Director and Network Coordinator will be ex-officio members of these committees. The purpose of these committees will be to provide direction to the research in their region and to assist in representation of territorial concerns, as well as assist in outreach and communications of the program. •

#### **6. PROJECT COORDINATION OFFICE**

The Project Coordination Office will be located at the University of Alberta under the supervision of the Project Director. It will be managed on a daily basis by a Project Coordinator. The Department of Resource Economics and Environmental Sociology (REES) of the Faculty of Agriculture, Life, and Environmental Sciences (ALES) at the University of Alberta will provide the necessary building space to assure the proper and efficient functioning of research and communication components of the Project. This includes, but is not limited to, providing:

- i. sufficient office space for the proper and efficient administrative functions of the Project Coordination Office, and
- ii. sufficient laboratory and office space for the proper and efficient function of all of the scientific components that occur,
- iii. The day-to-day coordination of Project activities by a Project Coordinator.

## **7. MANAGEMENT COMMITTEE**

### **7.1. Mandate**

7.1.1. The prime mandate of the Management Committee is to maintain the scientific focus and ensure the scientific progress of the Network. The Management Committee is accountable for both research integration and research development. The Management Committee acts as a valuable asset for the promotion and application of the research advocated by the Network.

7.1.2. The Management Committee is responsible for the proper advancement of research in each field of research presented in the research plan and for the integration of newly acquired knowledge from all research components in a usable form. The Management Committee will be responsible for recommending new Network Research projects and whether or not existing Network Research projects should be expanded or modified. These recommendations will be based on the scientific soundness and the general progress of research in the pursuit of Network objectives.

7.1.3. The Management Committee is composed of the Research Director and the Theme Leaders of the different Themes of the research proposal. The Steering Committee will approve the composition of the Management Committee. The Chair of the Management Committee will be the Project Director.

7.1.4. Each Theme Leader acts as the speaker for his/her Network Theme, reporting results, submitting financial and progress reports, and feeding back Network information to his or her group.

7.1.5. The Management Committee also has the duty of promoting activities and maintaining linkages with existing international networks and organizations. The Management Committee is in charge of the evaluation of the training program of highly qualified personnel and of the promotion of the principle of standardization of research protocols.

7.1.6. The recommendations of the Management Committee and changes in its composition are subject to approval from the Steering Committee. Management Committee members normally serve for the duration of the Network, unless other arrangements are agreed to by the Steering Committee.

7.1.7. The members of the Management Committee will meet by teleconference or other means at least monthly.

7.1.8. Notes will be taken at each meeting, and minutes will be distributed and posted on a secure website location.

### **7.2. Management Committee Composition**

The Management Committee will be responsible for the intellectual direction of the project. In particular the Management Committee is responsible for reviewing, evaluating, and directing the research efforts of the Network. Research subproject proposals will be reviewed by the Management Committee and recommendations for funding will be made to the Network

Steering Committee. The Management Committee is constituted of the following members:

- Dr. David Natcher
- Dr. Brenda Parlee

### 7.3. Terms of reference for the Management Committee

7.3.1. Guide the detailed planning of the Research program and the execution of Network research and training activities;

7.3.2. Provide guidance and the necessary expertise for developing, implementing, and verifying protocols for standardized reporting methods for the Network;

7.3.3. Solicit ideas and make recommendations concerning the allocation of the centralized Network activities budget

7.3.4. Implement and verify the policy regarding the processing, formatting, documentation, submission, and distribution of Network data, subject to article 13 of this Agreement;

7.3.5. Contribute ideas and information for the Network's web site;

7.3.6. Evaluate and make recommendations to the Project Director and Steering Committee regarding the addition of new projects and new participants to the Network;

7.3.7. Provide a robust scientific interface to other relevant research networks;

7.3.8. Develop, monitor and encourage Network synthesis activities (e.g., model comparisons, special journal issues, special conference sessions, etc.); and

7.3.9. Provide scientific interface with user groups and general media.

## 8. STEERING COMMITTEE

### 8.1. Mandate

8.1.1. The Steering Committee provides oversight on all aspects of Network management and ensures financial accountability of the Network to all Partners. The Steering Committee receives research progress reports from the Management Committee. The Steering Committee oversees the scientific integrity and the quality of the research program. The Steering Committee also oversees the effectiveness of communication activities and proposes all necessary steps to encourage participation and inform stakeholders of research results. The Steering Committee will have the duty to mediate conflicting situations emerging during Network operations. All members will normally serve for the full duration of the network unless an evident conflict of interest occurs.

8.1.2. If a Committee member is no longer able to serve, the Committee chair will name a replacement that conserves the balanced representation of the Steering Committee, subject to approval by the Steering Committee and the Funding Agency.

8.1.3. The Steering Committee will meet at least 4 times per year with at least one face-to-face meeting that coincides with the Annual Workshop of the Network and the other meetings may take place by teleconference.

8.1.4. Notes will be taken at each Steering Committee meeting and minutes will be distributed to members and posted on a secure location of the website.

8.1.5. Generally meetings will be chaired by the Project Director or someone appointed by him. The Steering Committee will develop protocols as needed during the project e.g. around the allocation of shared resources, other sources of funding, relationships with researchers and projects outside the Network, and so on.

8.1.6. It is understood by the team members that continued access to the Network's resources

and support is contingent upon the Committee's judgment that the undertakings engaged in and the deliverables provided meet the expectations and understandings agreed to within the timeframes specified in the project work plan.

## 8.2. Steering Committee Composition

8.2.1. The composition of the Steering Committee will include the Project Director, Theme leaders and representatives of each Territory and region and such additional members as may be proposed by the Project Director and approved by the existing Steering Committee. Additional members may be drawn from the Network's host institution and any government agencies which have researchers involved in the Network.

8.2.2. The composition of the Steering Committee is as follows:

- ♣ Project Director - Chairperson: Dr. Brenda Parlee
- ♣ Representatives for Northern regions and organizations
- ♣ One International researcher representative

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The Network Coordinator and Territorial Coordinators will be ex-officio, non-voting members of the Committee.

## 8.3. Terms of reference for Network Steering Committee

8.3.1. Oversee Network progress, identify problems in attaining objectives, and issue guidelines to the Management Committee and Project Manager for implementing solutions;

8.3.2. Promote awareness of the Network and its results with senior education administrators and senior government levels;

8.3.3. Review, modify, and/or approve Network Coordination Office and Management Committee recommendations for annual funding allocations to the Network's activities;

8.3.4. Review, modify, and/or approve Network Coordination Office and Management Committee recommendations on the use of centralized Network activities budget.

Approve or reject researcher requests to reallocate funds within individual aspects of the project (if the reallocation is greater than 20% of a theme's annual budget);

8.3.5. Provide advice and make recommendations concerning the annual allocation of funds to the different Network research components;

8.3.6. Evaluate and make recommendations to the Steering Committee for requests from Theme

Leaders for budget re-allocations, if budget category deviations are greater than 20% of the total budget in any given year;

8.3.7. Organize the agenda and activities for the annual meeting and other workshops;

8.3.8. Review, modify and/or approve proposals for the addition of new Network Research projects or scientists or Funding Agencies;

8.3.9. Review and approve financial reports and progress reports;

8.3.10. Review any changes to the Network Research Agreement;

8.3.11. Approve the initial membership and subsequent changes in membership of the Management Committee; and

8.3.12. The Network Steering Committee will adopt a code of conduct for all directors, employees, and committee members to prevent real or perceived conflicts of interest.

**Appendix C** shows the Tracking Change Project organizational structure.

## 9. FINANCIAL MANAGEMENT

9.1. **Financial year:** The Project's financial year starts on 1 July and ends on 30 June.

9.2. **General procedures:** Project Funds will be released and administered by the Project Management Office at the University of Alberta (under the direction of the Project Director). Project Funds will be transferred to Universities and/or Agencies for support of co-investigators who are eligible to receive SSHRC funds.

9.3. **General Conditions:** The release of Project Funds by SSHRC requires: a) the continued eligibility of the principal and co-investigator(s); b) the submission of satisfactory annual and financial reports (see Sections 8.6 and 9.0); c) maintaining satisfactory progress toward the achievement of project milestones and research outputs, consistent with the accepted proposal; and d) acceptance by the host and participating universities, agencies and researchers of the SSHRC grants and policies and conditions as presented in the guidelines of SSHRC.

9.4. **Accountability:** Funds allocated to each project will be transferred to the Parties hosting the eligible Project Investigators. All Project Investigators who receive Project Funds are required to respect the Project's administrative procedures (as described below) in terms of funds allocated as well as research and financial reporting. In addition, Project Investigators agree to follow the Tri-Agency Financial Administration Guide.

9.5. **Agreement on Network Funds distribution:** In the event of Project Funds being shared between University Project Investigators within the same project, a budget shall be provided detailing the distribution of Project Funds of this Project component and the University Project Investigators who should receive those funds. This procedure enables the Project Management Office to forward the funding to the secondary Party as requested. This budget should be determined on a yearly basis and include details on the distribution of the funds between Parties. A copy of this budget shall be sent to the Project Management Office each fiscal year.

9.6. **Annual financial reports:** Annual financial reports from each Party receiving funds, as at 30 June of each year, must be submitted to the Project Management Office, on or before 31 July of each year. Financial reports should be submitted according to standard (e.g. Form 300) formats for such financial reports. The variation of expenditures within each budget line item (for example, salaries and benefits, equipment and facility, material and supplies, travel and publication costs) should not exceed 20% of the total annual budget for the project, without the prior written consent of the Steering Committee. The Project Management Office will supply the Sub-Basin Leaders with a general format for the reports.

Project Investigators will be accountable for the submission of annual financial reports to the Project Management Office and to the Sub-Basin Lead of their project component. It is the task of the relevant Sub-Basin Lead to ensure that these reports are submitted promptly. Parties will compile the expenditures of all Project Research and prepare a statement for the ending financial year that will be submitted to the Project Host on or before 31 July of the last year of the Project, unless this date is varied by SSHRC in their *Notice of Award*. Copies of these reports will be forwarded to the Project Director, who in turn will forward copies to the Management Committee and Steering Committee in a timely manner.

9.7. **Installments:** The Project Host will receive Project Funding from the Funding Agency in four payments per year unless otherwise agreed. The Project Host will disburse funds to participating Parties as required and as permitted by the Project Host's financial authorities. As

of Year 2, payments to participating Parties are conditional on the submission of acceptable and prompt annual financial reports and annual progress reports (sections 9.6 and 10.1) by the Project Investigators who have received funds during the previous financial year.

**9.8. Funding Notification:** The Project Management Office will issue a notification of funding at the beginning of each financial year by the Project Director to inform researchers and their Institutions of the funding amounts available for the coming year. The budget on Project Funds distribution among researchers should be signed and submitted to the Project Management Office before the release of the notification.

**9.9. Allowable Expenditures:** The Recipient agrees that SSHRC payments shall be applied only to allowable and eligible expenditures, as described in the grant application, the letter of award and the Tri-Agency Financial Administration Guidelines. The Parties agree to return any unused funds to the ProjectHost, for return to SSHRC at the end of the grant period.

**9.10. Accounts and Audit:** The Host and Parties agree to deposit grant funds into an appropriate account, for use by the Project Director and Co-Investigators of the Project. They also agree to keep accounts and records of the revenues and expenditures of the Project, including invoices, receipts, and vouchers relating to it. Each Party shall conduct its financial affairs according to generally accepted accounting principles and practices. It will keep financial accounts, vouchers, and other records for a period of three years after the expiry of the Agreement.

**9.11. Final reports:** The Project's mid-term and final reports integrating all the Project's financial activities should be completed by 31 July of the mid-term year of the Project and 31 July of the final year of the Project, respectively unless amended by SSHRC in their *Notice of Award*. The Project Management Office will provide Sub-Basin Leads with a general format for their sections of this report. Upon the termination or completion of the award, all unspent funds will be returned to SSHRC.

## 10. RESEARCH PROGRESS

**10.1. Research plan preparation:** The Management Committee will make recommendations to the Steering Committee concerning the Project research plan (including related budgets) for the coming year. This recommendation will be based on demonstrated progress and will include a statement on: i) the continuation or modification of existing Project Research; ii) the acceptance of new Sub-Projects; and, iii) the use of new external financial support from other sources. These recommendations will be sent to the Steering Committee each year as directed by such Committee.

**10.2. Annual network meeting or workshop:** The Project will organize an annual meeting among its investigators, members, affiliates, and others, as considered appropriate by the Steering Committee, to share and discuss the results of the research and other activities. SSHRC will be informed of this meeting and retains the right to be represented at it.

**10.3. Mid-term and final research report:** A mid-term research progress report prepared by the Project Director, Project Coordinator and Management Committee will be submitted to the Steering Committee who will submit an approved copy as required by SSHRC. The Project's Final Research Report will be due six months after the end of all Project activities.

**10.4. Acknowledgement and Official Marks:** Acknowledgement of the financial support provided by SSHRC and Partners will be included in university and other organizations publicity

related to the Project or other public information produced by the University or the Project Coordination Office. The SSHRC and Project logo should be included on all publications resulting from funding support provided to the research. SSHRC authorizes use of its logo by the Project for the purpose of acknowledging its financial support, on Project reports, posters, website, and publicity. This authorization terminates at the end of the funding agreement.

## **11. PROCESS FOR INCLUSION OF NEW ABORIGINAL PARTNERS**

Aboriginal organization partners of the *Tracking Change...* project are those Aboriginal governments, organizations and co-management boards who provided a letter of support for the 2014 funding application to SSHRCC, including acknowledgement of the *Principles of Partnership*. The initial *Tracking Change...* project partners understand that as the project develops additional members may be invited to join as Collaborators or Partners. New Partners will be expected to abide by the protocols and guidelines developed by the Steering Committee. Decisions on these additions will be made by the Steering Committee but on the advice of the Traditional Knowledge and Strengthening Partnerships Committee of the Mackenzie River Basin Board.

### **11.1. Approval process**

Other Aboriginal organizations can be added as partners by i) by being nominated by an existing Partner or member of the MRRB Traditional Knowledge and Strengthening Partnerships Committee, and ii) becoming a signatory to the *Tracking Change... Guiding Principles of Collaboration*. The Management Committee will review applications from new Partners interested in joining the Network as the applications are received. After reviewing applications, the Management Committee will make recommendations concerning the new Partner's acceptance. If approved, all new research Partners is required to sign documentation confirming that they agree to be bound by the Project's *Guiding Principles of Collaboration*.

## **11. PROCESS FOR INCLUSION OF NEW RESEARCHERS**

The initial *Tracking Change...* project members understand that as the project develops additional members may be invited to join as Collaborators or Partners. New members will be expected to abide by the protocols and guidelines developed by the Steering Committee. Decisions on these additions will be made by the Steering Committee but on the advice of the Territorial/Regional Advisory Committees.

**11.1. Approval process:** The Management Committee will review applications from new Participants interested in joining the Project as the applications are received. After reviewing applications, the Management Committee will make recommendations concerning the new Participant's acceptance to the Steering Committee. If approved by the Steering Committee, all new research Participants involved in primary Project research (not just use of Project data) would be required to sign documentation confirming that they agree to be bound by this Project *Guiding Principles of Collaboration*.

**11.2. Application format:** It is anticipated that there will be different categories of applications from potential new researchers with slightly different requirements for applications in each case. The Management Committee and the Steering Committee reserve the right to ask for additional information.

## 12. SAFETY AND SECURITY

All Participants must be committed to exercising due diligence in providing a safe and secure work environment. Participants are obliged to follow all applicable rules, regulations, and laws governing the safety and security of people working on Project research initiatives or visiting Project Research sites or laboratories. Applicable rules, regulations, and laws may come from individual Universities, Agencies or companies conducting or overseeing work on the site(s), provincial governments, and/or the federal government. Provisions for insurance and indemnification of each Party's personnel working on Project Research sites are the responsibility of each participating Party in the same manner as would be the case for any other academic research project.

## 13. INTELLECTUAL PROPERTY

**13.1. Background Intellectual Property:** Background Intellectual Property will remain the property of its owner, unless its owner has explicitly waived ownership of this Background Intellectual Property in writing. Any use of Background Intellectual Property within the Project activities is subject to a written agreement between the owner and potential users.

**13.2. Existing policies:** This Project Research Agreement shall not abridge, modify, or otherwise interfere with existing policies on Intellectual Property of Partners hosting Participants. In the event that a conflict arises, these specific policies shall prevail.

### 13.3. Ownership of Project-Supported Intellectual Property (PSIP)

**13.3.1.** Ownership of PSIP shall be determined by applicable Canadian law and the policies of the relevant Partner(s). The Parties agree that the authority and responsibility for making decisions with regard to legal protection and commercialization of PSIP shall rest with the owners of the PSIP. Unless otherwise agreed to in writing on a case-by-case basis by the owners of PSIP and subject to the Funding Agency agreement, no one shall have any rights to the PSIP, other than the right to a nonexclusive license provided for in section 13.4 of this Agreement.

**13.3.2.** PSIP developed by more than one Partner (Joint Intellectual Property) will be shared in equitable parts between them, considering their respective contribution(s), and will be subject to Intellectual Property policies of the Partners and to any ownership agreements entered into by these organizations.

**13.4. Internal use of PSIP:** In the absence of a specific agreement to the contrary, Partners will have a non-exclusive right of use, solely for educational and research purposes, of PSIP.

**13.5. Sharing of net revenues:** The owner, the inventor, the inventor's employer, and the relevant Partners shall be entitled to a share of the Net Revenues commensurate with their contributions related to the PSIP, in accordance with the applicable Partner's official policies, those of other Partners as appropriate. The Parties shall negotiate the terms in good faith in a separate agreement.

**13.6. Benefits to Canada clause:** Every effort should be made so that the development and commercialization of PSIP arising from Project activities occurs within Canada. The creator and owner of the PSIP should report to the Steering Committee any plans for the development and marketing of PSIP.

**13.7. Obligations of the Network investigators:** In signing the Contribution Agreement attached as Appendix A, a Project co-investigator agrees as follows:

13.7.1. The Project Investigator shall promptly disclose, in writing to the Project Director and to the Office of Technology Transfer of the Partner, any results of Project Research that the Project Investigator believes have the potential to be commercialized.

13.7.2. The Project Investigator shall withhold publication, for 30 days, any such material pending evaluation by the Project Director and/or their delegate and the Office of Technology Transfer (or similar such body) of his or her Partner to determine whether contents contain patentable, commercializable, or confidential information. Project Investigators shall not be restricted from presenting at symposia, national, or regional professional meetings, or from publishing in abstracts, journals, theses, or dissertations, or otherwise, whether in printed or in electronic media, methods and results of research carried out pursuant to this Project Agreement, except where such publication or presentation would result in the public disclosure of Confidential Information.

13.7.3. Furthermore, upon request by the Project or the Partner, the Project Investigator shall further delay publication of PSIP for up to 3 months to provide time for the Project or the Partner to seek patent protection for the PSIP. The Project Investigator will work with the Office of Technology Transfer (or similar such body) of his or her Partner to ensure that any such delays do not interfere with a student's thesis defense or the graduation of a student.

13.7.4. The Project Investigator shall promptly disclose in writing to his Partner and to the Project Management Office any conflict of interest that may arise pursuant to the terms of this section.

13.7.5. The Project Investigator shall promptly disclose in writing to the Project Director and to the Office of Technology Transfer of the Project Host of existing Intellectual Property and any prior work to which the Project Investigator has knowledge that could limit the extent to which proposed and/or ongoing Project Research could be commercialized.

#### **14. DATA POLICY**

To ensure the success of the Project's efforts, data sharing is compulsory between researchers and the Partners. Any clause in the present article is subject to Article 13 - INTELLECTUAL PROPERTY.

The Management Committee and the Steering Committee will develop and implement measures to address data submission, data access, and data 'fair use' guidelines, such that the results of the common effort can outlive the duration of the Project. The success of the Project will depend heavily upon the timely and unrestricted sharing of data and information. The Project requires an early and continuing commitment to the maintenance, quality assurance, documentation, and distribution of its data sets. Data should become available to the general scientific community approximately two years after submission into the "Project Data Information System," unless otherwise decided by the Steering Committee. The project members agree to abide by SSHRC's open access policy.

## **15. CONFIDENTIALITY AND DISCLOSURE OF INFORMATION**

**15.1. Confidential information:** In carrying out the activities contemplated by the Agreement, it is anticipated that the Partners may disclose certain information or material which is considered by the disclosing party to be confidential. In any case, the Party receiving the Confidential Information shall take precautions no less stringent than those which they would employ to safeguard their own Confidential Information. Confidential Information shall only be used by the receiving Party to perform work in the course of Project Research and shall not be used for any commercial purpose. The obligation to safeguard Confidential Information shall continue for a period of two (2) years from the date of termination or expiration of this Agreement and shall not apply to information which:

- a. is already known to a third party to whom it is disclosed;
- b. becomes part of the public domain without breach of this Agreement;
- c. is obtained from third parties that have no confidentiality obligations to the disclosing party;
- d. is authorized for release by the disclosing party;
- e. is independently developed by one Party without reference to Confidential Information provided by the other Party; or
- f. is required to be disclosed by law, but only to the extent so required.

### **15.2. Disclosure of information**

15.2.1. Data published outside the Project are subsequently considered to be a part of the public domain, even though the original source of the data keeps recognition for his or her Intellectual Property on the data.

15.2.2. Any communication containing PSIP must include a clear recognition of the contribution of the primary owners and/or creators of this PSIP.

15.2.3. Any communication containing PSIP developed during the course of the Project and involving peer review must be sent to the Project Management Office for inclusion in the Network's research reports, website, and archives.

15.2.4. Even if Project research results have not been subjected to the peer review process, a Project Investigator who conducts a communication activity (e.g., scientific conference, other type of scientific communication, media interview, or communication to all or a portion of the general public) that includes Project research results, shall inform the Project Coordination Office so that the communication activity can be included in the Project database. Participants should not speak to media representatives in the name of the Project in regards to public policy recommendations without the prior approval of the Steering Committee.

## **16. DURATION OF THE AGREEMENT**

This Agreement entered into force as of 1 July 2015 when the SSHRC grant was awarded to the Project and shall remain in full force and effect until 30 June 2022, as per the term provided in the *SSHRC Notice of Award* letter, or on dissolution of the Project, whichever comes first, except for provisions concerning sections 13.3 (ownership of Project-Supported Intellectual Property) and 15.1 (Confidential Information) which shall survive termination.

## **17. WITHDRAWAL AND TERMINATION**

**17.1. Withdrawal of a Partner for material breach:** In case of material breach or default, a Partner can be forced to be withdrawn from this Agreement if it refuses or fails to remedy such default within thirty (30) days of transmittal of written notice to such effect by the Steering Committee.

**17.2. Withdrawal for other reasons:** Any Partner may withdraw from this Agreement in the following circumstances:

i) if the Partner is no longer able to meet the objectives of the project; or  
ii) if the Steering Committee and the Management Committee change substantially the orientation of the Project. In the event that this clause is invoked, the Partner must give ninety (90) days written notice to the Steering Committee to allow sufficient time to discuss the best possible course of action in terminating the Project and to protect the results and the data acquired to date.

**17.3. Termination:** This Agreement shall terminate immediately in any of the following circumstances:

i) upon a written consent by Partners; or  
ii) if the Funding Agency ceases supporting the project financially, unless the Partners agree otherwise.

The Parties may terminate this Agreement at any time by mutual consent. One of The Parties may terminate this Agreement by giving to the other Parties thirty (30) days advance notice in writing to that effect. In the event of termination, the Parties shall cease work under this Agreement and provide each other a final accounting report of all costs incurred prior to the termination date and for any reasonable costs involved in winding down the Project. In addition, the Parties shall provide to each other a final report on the status of their work for the Project even though the work is not completed. A copy of the data collected up to the termination date shall be provided to the Project Director.

### **Termination on Default**

In the event of a default the Parties shall have no further obligation to contribute to the cost of the Project and may require that the defaulting Party transfer clear title and an unrestricted right to use the Intellectual Property Rights in Foreground and Background Information to the other Parties.

## **18. MODIFICATIONS TO THE AGREEMENT**

No variation or modification of this Agreement or waiver of any of their terms or provisions hereof shall be deemed valid unless in writing and signed by the Partners hereto.

## **19. FORCE MAJEURE**

No Partner shall be considered in default of this Agreement or liable to any other Partner if the fulfillment of all or part of their obligations is delayed or prevented due to circumstances beyond the reasonable control of such Partner including, but not limited to, natural disasters, fires, strikes, lock-outs, or any governmental measures.

## **20. ENTIRE AGREEMENT**

This Agreement, including the Appendices, constitutes the entire agreement between the Partners and supersedes and cancels any previous agreements, contracts, propositions, representations, negotiation, or oral or written agreements in respect to the same subject. Nothing in this Agreement shall be construed as creating a legal relationship between or among any of the parties. The Recipient shall not make any representation that it is an agent of SSHRC.

## **21. NOTICE**

Any notice required or permitted pursuant to this Agreement shall be addressed to those persons and addresses appearing in Appendix B. Any change of address by one of the Partners must be communicated to the Project Management Office by fax or other electronic transmission, or by registered mail. Any notice sent by one Partner to the Project Management Office shall be considered valid and in accordance with this Agreement if delivered personally to the Project Director or the Project Manager, by courier or by Canada Post.

## **22. RELATIONSHIP OF THE PARTNERS**

Nothing contained in this Agreement shall be construed as creating a partnership or a relation of mandatory agent between the Partners.

## **23. SEVERABILITY**

Should any clause or provision be held to be invalid or illegal, the entire Agreement shall not fail on account thereof, and the balance of this Agreement shall continue in full force and effect.

## **24. DISPUTE RESOLUTION**

Any dispute or issue that arises during this Agreement shall be settled definitively under the aegis of a mutually agreed upon independent arbitrator, and with the exclusion of the courts.

**Amicable Resolution.** The parties shall attempt to settle any controversy between them amicably. To this end, a senior executive from each party shall consult and negotiate to reach a solution. The parties agree that the period of amicable resolution shall be independent of any statutory or legal limitations. However, nothing in this clause shall preclude any party from commencing mediation if said negotiations do not result in a signed written settlement agreement within thirty (30) days after written notice that these amicable resolution negotiations have commenced.

## **25. CONTRIBUTION AGREEMENT**

The Research Directors, the Sub-Basin Leads, and the Project co-investigators are intervening to the present Agreement in signing the document "Contribution Agreement" attached as Appendix A. Each one declares to have read this Agreement and, having done so, accepts all the terms and conditions in so much as he is concerned and, bound by such, agrees to inform all the members of his research group at his institution of their obligations in virtue of this Agreement.

## **26. LANGUAGE**

The Partners hereto have expressly agreed that this Agreement, as well as all other documents relating thereto, be drawn up in the English language only. Les Institutions Participantes ont expressement convenu que cette entente de meme que tousles documents s'y rattachant soient rediges en anglais seulement.

### **APPENDICES**

Appendix A Partnership Agreement

Appendix B Network Investigators and Partners

#### **Co-Applicants**

##### **Name University**

Furgal, Chris Trent University

Nuttall, Mark University of Alberta

Stammler, Florian University of Lapland, Finland

#### **Partners**

Bob Simpson Inuvialuit Regional Corporation

Michael Nadler Canadian Northern Economic Development Agency

### **APPENDIX C: Project Organizational Structure**