

RESEARCH PARTNERSHIP AGREEMENT

AMONG University of Alberta ('UA' or 'Host Institution')

AND
(individually a 'Party', together the 'Parties')

BACKGROUND

- A. The Parties wish to collaborate on a research project entitled: *Tracking Change: Local and Traditional Knowledge in Watershed Governance* (the 'Research Project') under the direction of Brenda Parlee (the 'Project Director' or 'PD').
- B. In support of the Research Project, the Host Institution submitted a funding application as incorporated by reference in Schedule 'A' (the 'Proposal') to the Social Sciences and Humanities Research Council of Canada ('SSHRCC') under its Partnership Grants Program (the 'SSHRCC Program') and SSHRCC subsequently accepted the Proposal.
- C. The Parties are the partners involved in the Research Project and wish to enter into this Agreement to confirm their shared interest and commitment to collaborating in realizing the objectives of the Research Project.

NOW THEREFORE the Parties agree as follows:

1. Implementation of the Research Project

1.1 Each Party agrees to:

- a) Make contributions to and participate in the activities of the Research Project;
- b) Provide space, time, and basic organisation support necessary to carry out their responsibilities to the Research Project, as defined in the Proposal and as mutually agreed upon by Parties during the Research Project's development, planning, and implementation;
- c) Assign one or more representatives to participate in meeting, as required, to fulfill the requirements of the Research Project governance structure; and,
- d) Produce report(s), and/or contribute as necessary to production of reports, requested by SSHRCC and the Host Institution in a timely manner;

All in accordance with this Agreement, the terms and conditions of the SSHRCC Program (the 'SSHRCC Terms'), the research plan set forth in the Proposal, and all applicable laws and regulations.

- 1.2 Unless otherwise agreed by all of the Parties and approved by SSHRCC if required, the Research Project governance structure shall be implemented in accordance with the structure set out in the Proposal.
- 1.3 No Party shall make any significant change to the Research Project activities without the prior written consent of Host Institution and any other Parties impacted by the proposed changes, and any required consent by SSHRCC.

- 1.4 All research will be carried out according to terms and conditions of all applicable institutional research ethics requirements, all applicable regulatory approvals, and all applicable Aboriginal government/organization protocols (the 'Restrictions'). The Parties will also respect an intellectual property right protocols of Aboriginal governments and organizations with the aim of ensuring Aboriginal community ownership, control, access, and possession (OCAP) of research outcomes of the Research Project.
- 1.5 If any confidential or proprietary information or materials are to be made public or exchanged between any Parties in relation to the Research Project, conditions for such exchange shall be negotiated between those Parties and shall follow protocols for free and informed consent. Aboriginal government/organization protocols, University of Alberta Research Ethics Board procedures, and the Government of the Northwest Territories and Yukon Government Research Licensing all applicable privacy legislation and the Restrictions
- 1.6 If any SSHRCC funds received by the Host Institution are to be transferred to another Party, the terms and conditions for that transfer shall be set out in a separate agreement between the Host Institution and the Party receiving the SSHECC funds.

2. SSHRCC Program requirements

- 2.1 The Parties acknowledge that this Agreement is subject to the SSHRCC Terms, and agree that should any right, benefit, or obligation under this Agreement contravene or be incompatible with the SSHRCC Terms, such right, benefit, or obligation shall be amended or modified s as to be compatible with the SSHRCC Terms.
- 2.2 Each Party receiving funds stemming from the Proposal (the 'Funds') agrees to use the Funds to support the objectives of the Research Project and shall administer such Funds in accordance with SSHRCC Program requirements.
- 2.3 The Parties shall cooperate with each other in providing any scientific or other reports required by SSHRCC and each Party agrees to provide to the Host Institution any information about Research Project activities, expenditures, cash contributions, or in-kind contributions as may be reasonably requested by the Host Institution to meet its obligations o SSHRCC. The Parties will provide the Host Institution with an annual statement of cash or in-kind contributions in such form as may be reasonably required b SSHRCC or UA from time to time.
- 2.4 The Parties agree that any public information produced regarding the Research Project shall be consistent wit the SSHRCC guidelines set out in 'Acknowledging SSHRCC Support and Communicating the Value of Your Research,' as posted at <http://www.sshrcc-crsh.gc.ca/funding-financement/acknowledge-mention/index-eng.aspx> or at such other location as SSHRCC may choose.
- 2.5 If the Host Institution is informed by SSHRCC of any changes to SSHRCC Terms in relation to the Research Project the Host Institution agrees to notify all other Parties of such changes in a timely manner.

3. Changes to Research Project Membership

- 3.1 The Parties acknowledge that the Research Project is contemplated as a network of organizations with mutual research interests and that it is anticipated that new members may want to join after the Research Project has been established. A prospective new member may join following a process established by the Executive (as defined in the Proposal). The Executive shall review requests by new members to join the Research Project and shall have authority to accept an application to join the Research Project. If such an application is accepted the Parties agree to amend this Agreement to add the new member as a Party. Once approved, the Host Institution will undertake to notify SSHRCC of the new Party using the mechanism required by SSHRCC.
- 3.2 Any Party other than the Host Institution may, with sixty (60) days written notice to the other Parties and subject to SSHRCC approval if required, withdraw from the Research Project, If a Party withdraws according to this provision, they shall be considered removed as a Party to this Agreement effective as of the date of their withdrawal.
- 3.3 Should a Party be terminated from this Agreement, all terms of this Agreement which by their nature have continuing effect shall survive with respect to the terminated Party. The Host Institution will notify SSHRCC of the departing Part's termination once that termination is finalized.
- 3.4 The Parties shall be advised of changes to the Research Project membership.

4. Research Project Results

- 4.1 Subject to any applicable privacy legislation, the Restrictions, and any other applicable third party restrictions, each Party agrees to, upon request by any other Party, provide the requesting Party with data collected or acquired in the performance of the Research Project, research results derived from the performance of the Research Project and materials created or developed in the performance of the Research Project (together the 'Research Project Results').
- 4.2 Unless otherwise agreed between the Party providing the Research Project Results and the receiving Party, and subject to any applicable privacy legislation, regulatory approvals, University of Alberta ethics guidelines applicable licensing guidelines, Aboriginal government or organization protocols, an any other third party restrictions, applicable privacy legislation and the Restrictions, the providing Party agrees that the receiving Party may use, copy, distribute, and further develop the Research Project Results for non-commercial research and educational purposes, with any restrictions or additional rights to be negotiated between the providing Part and the receiving Party.
- 4.3 Intellectual property rights in the Research Project Results are owned by the person(s) involved in creating it or their employers, depending on the policies of the Parties. The Parties recognize that in a collaborative environment, ownership may need to be shared The Parties will respect and acknowledge the input of others, and authorship decisions will be made within a framework emphasizing collegiality, recognizing the many ways people contribute to the work, and acknowledging those contributions. Those identified as authors of presentations and

written materials are the people who take public responsibility for the content, and who have made substantial contributions to: conception and design, acquisition of data, or analysis and interpretation of data; drafting other material or revising it critically for important intellectual content.

- 4.4 All Parties acknowledge that Traditional Knowledge ('TK') is a valid and essential source of information about the natural environment and its resources, the use of natural resources, and the relationship of people to the land and to each other and will be called upon to inform the project and contribute to results. When this is the case, intellectual property rights in TK resides with the people who share their traditional knowledge and consent from the TK holder is necessary to specifically share such knowledge in any manner.
- 4.5 A copy of all documents, research materials, and data produced through the activities of the Project is to be provided to the University of Alberta for the Project files, as well as to community partners and other Project Parties. Consistent with this Article and its approach on traditional knowledge, they will be archived, and, where appropriate, made broadly accessible within the parameters of ethics guidelines, community-specific research agreements, Aboriginal or other government policy, protocols and legal requirements.
- 4.6 Where a Party proposes to involve any third party such as an employee, student, or other researcher in the performance of the Research Project, the Party engaging that third party shall ensure that their party has first transferred to the Party the rights the third party may obtain in the Research Project Results for the purpose of enabling the Party to give to the provisions of this Agreement and specifically to ensure the Party holds the rights in the Research Project Results that it is or may be required to deliver under this Agreement were the Party the holder of such rights on their creation.
- 4.7 The Parties agree to negotiate in good faith rights to any additional intellectual property rights arising out of the Research Project Results which a requesting Party may be seeking, provided, however, no Party is obligated to grant another Party any additional intellectual property rights in the Research Project Results by reason of this section.
- 4.8 No Party represents that any Research Project research will lead to any particular result, nor does it guarantee a successful outcome to any such research. Further, no Party makes any representation or gives any warranty to the other that:
 - a) Any advice or information given by it or any of its employees (or students) who work on the Research Project; or,
 - b) The content or use of any Research Project Resultswill not constitute or result in any infringement of third-party rights.
- 4.9 No Party gives any warranty, express or implied, on the Research Project Results, including without limitation, all implied warranties or conditions of merchantable quality and fitness for a particular purpose and all warranties arising from course of dealing and trade usage.
- 4.10 A Party using Research Project Results does so at its own risk and expense and no Party accepts any responsibility for any use which may be made by another Party of any Research Project

Results, nor any reliance which may be placed by that other Party on any Research Project Results, nor for advice or information given in connection with any Research Project Results.

5. Publication

- 5.1 Subject to the SSHRCC Terms and any restrictions on the publication of specific Research Project Results, each Party shall be free to publish or present accounts of the work pertaining to their own activities (subject to appropriate consent) in the Research Project. The Parties will respect any intellectual property right protocols of Aboriginal governments and organizations with the aim of ensuring Aboriginal community ownership control, access, and possession of research outcomes of the project.
- 5.2 The Parties agree to follow any applicable processes or protocols established by the Research Project governance prior to disseminating Research Project Results.
- 5.3 Publications conference presentations, and all other dissemination of material pertaining to the Research Project shall fairly assign credit to the individual researchers involved and shall recognize the contributions of SSHRCC and the Parties that comprise the Research Project. Authorship of academic publications shall be cooperatively determined in a manner consistent with the rules and procedures ordinarily governing academic publications.

6. Dispute Resolution

- 6.1 All Parties agree to attempt to solve any disputes amicably and between involved Parties first, in the event of conflicts or disputes. Disputes not solved between Parties shall be first referred to the 'Executive' and then to a third party (agreed upon as appropriate by both parties) to act as a mediator and make recommendations.

7. Agreement Term and Termination

- 7.1 Implementation and performance of the Research Project is conditional on the Hot Institution's receipt of funding from SSHRCC. Should the SSHRCC funding not be received, this Agreement shall automatically be null and void.
- 7.2 The term of this Agreement shall be from the date of SSHRCC's award of the Research project grant until the date the SSHRCC Research Project is concluded, unless terminated or extended as set out herein or by mutual agreement of the Parties.
- 7.3 This Agreement may be terminated by the Hot Institution, subject to SSHRCC approval if required, in the event that:
 - a) SSHRCC terminates the Research Project grant, or
 - b) The Project Director becomes ineligible to hold SSHRCC funding or is otherwise unable to continue as the Principal Investigator and no mutually-acceptable replacement is available, or
 - c) The Research Project is unable to proceed for any other reason.

8. General

- 8.1 Notices. Notices under this Agreement shall be sent to the Parties set out in the attached 'Schedule A', or as may be changed from time to time upon written notice to all Parties.
- 8.2 Headings. The headings in this Agreement are included solely for convenience and reference and in no way define, limit, or enlarge the scope of any provision of this Agreement and shall not be used for the purpose of interpreting or construing the provisions of this Agreement.
- 8.3 Wording. Wherever the singular or masculine form is used in this Agreement, it shall be construed as the plural or feminine or neuter form, as the case may be, and vice-versa, as the context may require.
- 8.4 Use of Name. Any Party may disclose the title of the Research Project, the names of the other Parties involved in the Research Project, the name of the Project Director, the Research Project term and the amount of funding being provided for the Research Project Except as provided by the foregoing, no Party may use any other Party's logo or name, nor the name of any other Party's personnel, in any publicity, advertising, or news release, without the prior written approval of an authorized representative of the Party to be named.
- 8.5 Amendment. Except as otherwise permitted by this Agreement, no amendments, changes additional, deletions or modifications to this Agreement shall be finding unless reduced in writing and signed by the duly authorized representatives of the Parties.
- 8.6 Assignment. Except as otherwise permitted by this Agreement, no Party may sell, assign, encumber, license, or otherwise transfer of any its rights, duties, or obligations under this Agreement without the express written consent of the other Parties, which consent shall not be unreasonably withheld. Any rights and obligations of the assignor by virtue of this Agreement shall also bind their respective successors and assignees.
- 8.7 Governing Law. This Agreement shall be governed by and construed in accordance with the province in which the Host Institution is incorporated.
- 8.8 Surviving Terms. All terms of this Agreement, which by their nature have continuing effect, shall survive the termination or expiration of this Agreement.
- 8.9 Further Assurance. The Parties shall execute and deliver such further instrument and do such further acts as may be required to implement the intent of this Agreement.
- 8.10 Counterparts. This Agreement may be executed in counterparts either through original or electronic transmission of signatures, which together shall form an Agreement. An executed copy of the agreement delivered by facsimile or electronic copy shall constitute valid execution and delivery of this Agreement.
- 8.11 Entire Agreement. This Agreement, including schedules, constitutes and contains the sole, complete, and exclusive statement of the agreement between the Parties concerning the subject matter hereof, and supersedes all prior understandings or written or oral agreements

with respect hereto. Should the Parties wish to enter into further agreements to address specific matters such as intellectual property ownership, licensing, or commercialization arrangements, such agreements shall explicitly address which terms prevail in case of conflict.

8.12 Relationship. While the Parties intend by this Agreement to establish a contractual relationship relating to the SSHRCC Program, and acknowledge that SSHRCC uses the term 'partner' and 'partnership' in its grant program materials and agree that the relationship intended between the Parties with respect to the Research Project is consistent with SSHRCC's use of the term 'partner' or 'partnership' in its SSHECC Program materials, it is not the intention of the Parties to undertake a joint venture or to make any Party in any sense and agent, employee, or legal partner or any other Party. The Parties expressly agree that they are independent entities, and this Agreement will in no way create a legal partnership between the Parties, granted to each other any right or authority to assume or create any obligation of responsibility, express or implied, on behalf of or in the name of any other Party, or to bind any other party in any manner whatsoever.

BY SIGNING BELOW, each Party agrees to be bound by the terms of this Agreement, effective as of the Agreement reference date.