

This MEMORANDUM OF UNDERSTANDING effective the [day] day of [month], 20[year].

BETWEEN:

[NAME OF INSTITUTION HERE] (“Partner”)

- and -

THE UNIVERSITY OF MANITOBA (“U of M”)

WHEREAS:

- A. The U of M is a post-secondary educational institution created by the Legislature of the Province of Manitoba, pursuant to *The University of Manitoba Act*.
- B. The Partner is [description, along with governing legislation or jurisdiction and year of incorporation].
- C. Schedule “N” of the *The Indian Residential Schools Settlement Agreement* established a “Mandate for the Truth and Reconciliation Commission”, and in part, directs the TRC to establish a National Research Centre (the “Centre”) which will “ensure the preservation of its archives” and “be accessible to former students, their families and communities, the general public, researchers and educators”.
- D. The U of M, along with its partners, were selected by the TRC through a public selection process to be the permanent host of the Centre, pursuant to the proposal provided by the U of M (the “Proposal”) and formalized through the Trust Deed and Administrative Agreement between the TRC and the U of M, both signed June 21, 2013.
- E. The Administrative Agreement contemplates that the U of M will seek out Partners to assist in the work of the Centre.
- F. Partners are expected to materially contribute to the Purposes and Objectives of the Centre (as described in the Trust Agreement and Administrative Agreement). Partner contributions are intended to:
 - Make the Centre’s archives more accessible and better used throughout all regions of Canada;
 - Contribute additional holdings to the Centre archives;
 - Facilitate additional oral history and community narratives, research and reports;
 - Support a broad scope of public education, research, cultural and reconciliation activities;
 - Be inclusive of a wide variety of individuals and groups;
 - Assist the Centre in serving the public in variety of indigenous languages and English and French; and
 - Fulfill regional or community needs and desires related to residential school research, education and reconciliation.
- G. The Administrative Agreement expressly provides for the creation of a Governing Circle for the Centre, with representation from Partners, and with a majority of members being indigenous persons.
- H. The U of M and the Partner both intend to work together, in a spirit of mutual benefit, collaboration and good deed in advancing the spirit, vision, reach and impact of the Centre as institution of national and international significance.

NOW THEREFORE this Agreement witnesses that the parties agree to be Partners with respect to the Centre on the following terms and conditions:

Part A - General

1. This Agreement and the operation of the Centre are subject to the Trust Deed and the Administrative Agreement.
2. Any conflict between the documents, including their schedules, shall be resolved in favour of the Trust Deed first, Administrative Agreement second, and this Agreement third.
3. It is acknowledged the Settled Property, once under the control of the U of M, will be subject to *The Freedom of Information and Protection of Privacy Act* (Manitoba), or such other applicable legislation that Manitoba may pass from time to time.
4. Nothing in this Agreement constitutes an assignment of intellectual property rights between the U of M and the Partner.
5. This Agreement shall be governed by the laws applicable in Manitoba.
6. The U of M's designated contact for the purpose of this Agreement is the Director of the Centre, as appointed by the U of M from time to time.
7. The Partner's designated contact for the purpose of this Agreement is [name of office].

Part B – Partner Obligations

8. The Partner shall:
 - a. Follow all terms and conditions of the Trust Agreement and Administrative Agreement as applicable to the Partner, as if the Partner were a party to such agreements;
 - b. Will not conduct any activities or perform any actions that will result in the U of M breaching its obligations under the Trust Agreement and Administrative Agreement;
 - c. Undertake equitable hiring practices with regard to those who will be involved in Partner activities related to the Centre, and to seek out qualified Aboriginal candidates; and
 - d. Abide by terms of use and access as established by the Governing Council, applicable privacy legislation, and NRC policies.
9. The Partner undertakes to perform the activities as scribed in *Schedule A* of this agreement

Part C - Good Standing

10. The Partner shall be considered “in good standing” so long as it continually fulfills the obligations described in Part B of this agreement.
11. The Partner acknowledges that Centre’s Governing Circle will provide advice to the U of M regarding:
 - a. Whether other individuals or organizations should also join as Partners of the Centre;
 - b. Whether or not the Partner is fulfilling its obligation described in Part B of this agreement; and
 - c. Whether the Partner should continue as a Partner in the Centre or be removed.

Part D - Partner Rights

12. The Partner, while in good standing, shall have the right to participate in the governance of the Centre, including:
 - a. Where the Partner is among the Founding Partners (as defined in the Administrative Agreement), advising on the membership of the first nominating committee, which in turn selects the first Governing Circle;
 - b. Where the Partner is among the Founding Partners, advising on the naming of the Centre;
 - c. Suggesting individuals to the nominating committee to be considered as representatives of the Partners on the Governing Circle; and
 - d. The ability to have a representative occupy a Partner’s seat on the Governing Circle, if selected by the nominating committee.
13. Partners in good standing shall have a non-exclusive, royalty-free licence to use the name and logo of the Centre, so long as they remain in good standing.
14. Partners shall have the ability to be granted delegated access to restricted materials within the archive, if:
 - a. A legitimate need exists;
 - b. The Partner executes any confidentiality agreements required by the University; and
 - c. The Partner demonstrates a sufficient institutional capacity to manage access and protection of the material.
15. The Partner may participate in meetings of the Partners, and will generally have the right to provide advice and guidance to the Centre.

Part E – Amendment and Term

16. This Agreement may be amended by mutual written agreement.
17. This agreement shall remain in force until the agreement is terminated in accordance with Part F.

Part F - Termination

18. This agreement may be terminated
 - a. By the Partner by providing at least 90 days advance notice in writing;
 - b. By the U of M, upon seeking the advice of the Governing Circle, with at least 90 days advance notice in writing;
 - c. Immediately by U of M, if it believes on reasonable grounds, that the Partner's actions have or may cause it to breach the Trust Deed or Administrative Agreement; or
 - d. At any time, by mutual agreement.
19. Any termination under this agreement will have no effect on any other agreement between the U of M and the Partner.
20. The Partner hereby undertakes to cooperate fully with the U of M in minimizing the impact that any termination will have on the operations of the Centre, including with regard to limiting public and researcher access to the Centre's records.
21. The U of M will have no obligation to return such records, artifacts or assets that the Partner has transferred to the U of M before termination; such materials having become part of the Centre's collection.
22. Upon termination of the agreement, the Partner will:
 - a. No longer participate in the governance of the Centre, and any representative holding a seat on the Governing Circle will be deemed to have resigned;
 - b. No longer use the use the name and logo of the Centre;
 - c. No longer have access to restricted materials within the archive; and
 - d. Return any materials or property belonging to the Centre, U of M, or other Partners.

IN WITNESS WHEREOF the parties hereto have executed the Agreement and it takes effect as of the date first written above.

[NAME OF PARTNER HERE]

Per: _____
Name:
Title:

Per: _____
Name:
Title:

THE UNIVERSITY OF MANITOBA

Per: _____
Director
Centre for Truth and Reconciliation

Per: _____
Vice-President (Research)

Schedule A

Each potential Partner is invited to enter into a contractual agreement with the University, in which the Partner will be asked to commit to undertake activities supportive of the Purposes and Objectives in one or more of the following three areas:

Archival Activities	Yes	National	Regional	Local
Seeking out and collecting additional relevant documents				
Seeking out and collecting additional relevant artifacts				
Assisting with organization, cataloging and archiving of records to support regional and community needs and desires related to research, education and reconciliation				
Assisting with transcription of oral records				
Assisting with the review and redaction of records for the purposes of complying with privacy legislation				
Research Activities	Yes	National	Regional	Local
Making available electronic access to the archives				
Funding or seeking funding for research projects relating to the Purposes and Objectives				
Funding or seeking funding in support of professorships, chairs, and other academic positions dedicated (in whole or in part) to research relevant to the Purposes and Objectives				
Funding or seeking funding in support of student scholarships for study and research relevant to the Purposes and Objectives				
Participation in research networks related to the Purposes and Objectives				
Planning and hosting academic workshops and conferences				
Encouraging and developing materials for the incorporation of Aboriginal history, rights and cultures into the curriculum of educational institutions				
Encouraging and collecting additional statements from former students, families and staff				
Encouraging the development of community narratives				
Encouraging the publication of books and collections				
Assisting in administration of researcher access to the Centre subject to applicable legislation				
Assisting in ethics reviews of research proposals				
Public Engagement, Education and Reconciliation Activities	Yes	National	Regional	Local
Creating and hosting permanent or special exhibits and displays				
Planning and hosting special events and ceremonies relevant to the Purposes and Objectives				