

This MEMORANDUM OF AGREEMENT effective as of the 1st day of August, 2017.

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA ("Partner" or "UBC")

- 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 the University of British Columbia, a corporation continued under the *University Act* of British Columbia with offices at 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3.
- C. Schedule "N" of *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 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, with the support of its partners, including the University of British Columbia, were selected by the TRC through a public selection process to be the permanent host of the National Center for Truth and Reconciliation (the "NCTR"), 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. UBC, independently of the U of M, has established the UBC Indian Residential School History and Dialogue Centre (the "UBC IRSHDC") at its Vancouver Campus which will be the locus of UBC's activities role as a Partner pursuant to this Agreement, as well as activities undertaken independently by UBC in the area of Indian residential school and other related histories. The NCTR recognizes that other functions of the UBC IRSHDC (e.g., its functions in supporting various forms of dialogue and inquiry) may be developed independently of the NCTR and may lie outside of the NCTR's primary mandate.
- F. The Administrative Agreement contemplates that the U of M will seek out Partners to assist in the work of the NCTR. UBC is listed in the Administrative Agreement as an Original Proposal Partner. Both the U of M and UBC are committed to honouring the spirit and intent of the partnership envisioned in the Proposal accepted by the TRC.
- G. Partners are expected to materially contribute to the Purposes and Objectives of the NCTR (as described in the Trust Agreement and Administrative Agreement). Partner contributions are intended to:
 - Make the NCTR's archives more accessible and better used throughout all regions of Canada;

- **Contribute additional holdings to the NCTR archives when it is congruent with UBC IRSHDC policies (as defined below) and the direction of contributors of contributors to the IRSHDC to do so;**
- **Gather and/or record additional oral history and community narratives, research and reports and share them with the NCTR when doing so is congruent with UBC IRSHDC policies and the direction of contributors;**
- **Support a broad scope of public education, research, cultural and reconciliation activities;**
- **Be inclusive of a wide variety of individuals and groups;**
- **Assist the NCTR in serving the public in, subject to institutional capacity, a variety of indigenous languages and English and French; and**
- **Fulfill regional and community needs and desires related to residential school research, education and reconciliation.**

The NCTR recognizes that, in order to meet these expectations, Partners require the active support and collaboration of the NCTR, to the extent allowable under the Administrative Agreement and in concert with the intent of the Proposal.

- H. The Administrative Agreement expressly provides for the creation of a Governing Circle for the NCTR, with representation from Partners, and with a majority of members being indigenous persons.**
- I. 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 NCTR as a research center of national and international significance.**
- J. UBC will work with the U of M in the further development and support of the NCTR as the primary national site and repository of archival records related to the Truth and Reconciliation Commission. UBC will develop its digital systems utilizing open and freely available software where possible and seek to develop collaborative resources that are mutually beneficial to the operations of the IRSHDC and the NCTR. The copyright for any software developed by the IRSHDC in collaboration with development partners shall reside with those development partners and/or the IRSHDC. The IRSHDC commits, when possible, that this software will be licensed under the open-source GNU Public License (GPL) version 3. The NCTR recognizes that the extent of UBC participation is contingent upon design decisions that, if not collaboratively developed, are at least compatible with the systems developed by UBC.**
- K. The U of M recognizes that UBC, as a Partner, retains the right through the UBC IRSHDC or otherwise, to pursue independent initiatives with respect to Indian residential school history. In particular, certain materials collected by UBC may not automatically form part of the NCTR's collection or constitute Settled Property, unless explicitly agreed to in writing by UBC. In accordance with the Proposal, the parties agree that decisions by UBC regarding the UBC IRSHDC will be made with full regard for a high level of community and Partner participation.**
- L. UBC further acknowledges its commitment and dedication, as set out in the Proposal to the ongoing process of adding to the material of the NCTR, both in collecting further survivor testimony, in accordance with processes established by the NCTR and in collecting local**

material, such as oral history narratives of individuals involved in Indian Residential School survivor advocacy. The NCTR recognizes that the sharing of materials collected by the UBC IRSHDC may be constrained by factors such as the wishes and direction of those contributing such materials.

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

Part A - General

1. This Agreement and the operation of the NCTR are read in conjunction with the Trust Deed and the Administrative Agreement.
2. Any conflict between the documents, including their schedules, shall be resolved in favour of this Agreement first, the Trust Deed second, and the Administrative Agreement third.
3. It is acknowledged that a) Settled Property, as that term is defined in the Trust Deed, once under the control of the U of M, will be subject to *The Freedom of Information and Protection of Privacy Act* (Manitoba), *The Personal Health Information Act* and *The National Center for Truth and Reconciliation Act* (the "NCTR Act"), or such other applicable legislation that Manitoba may pass from time to time. b) all documents under UBC's custody or control, including Settled Property, may be subject to *The Freedom of Information and Protection of Privacy Act* (British Columbia), as well as any other applicable British Columbia legislation.
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 NCTR, as appointed by the U of M from time to time.
7. The Partner's designated contact for the purpose of this Agreement is the Director of the First Nations House of Learning at UBC, as appointed by UBC from time to time, until the appointment of a Director for the UBC IRSHDC, at which time that Director, as appointed by UBC from time to time, will become the designated contact, unless amended by a later agreement.

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. 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 NCTR, and to seek out qualified Aboriginal candidates; and

- d. abide by terms of use and access to the materials held and developed by the NCTR, as well as applicable privacy legislation.
9. The Partner undertakes to perform the activities as described 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 NCTR'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 NCTR;
 - 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 NCTR 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 NCTR, including:
- a. suggesting individuals to be considered as representatives of the Partners on the Governing Circle; and
 - b. 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 license to use the name and logo of the NCTR, so long as they remain in good standing.
14. Partners and their institutional users (those associated with the institution or accessing records through institutional means) shall to be granted delegated access to restricted materials within the archives, if:
- a. a scholarly or other legitimate need exists;
 - b. the Partner executes any confidentiality and/or information sharing agreements required by the U of M; and
 - c. the Partner demonstrates a sufficient institutional capacity to manage access and protection of the material.
15. Upon execution of a data access agreement, UBC shall have direct root-level access (i.e., before their representation through NCTR display interfaces) to all publicly available materials and their metadata, and to materials to which it is granted access under section 14 above, with the right to access, view and present such material through software interfaces designed to meet the needs of UBC users, community members, and the public, as long as these uses remain

consistent with NCTR and U of M policies, the Trust Deed, Administrative Agreement and applicable privacy legislation.

16. The Partner may participate in meetings of the Partners, and will generally have the right to provide advice and guidance to the NCTR.

PART E Donation of Materials

17. The parties acknowledge that UBC, through the UBC IRSHDC and otherwise, will collect archival materials, personal histories and other materials relevant to the history of residential schools in Canada ("Relevant Materials"). It is anticipated that individual donors may:
 - a. wish to have Relevant Materials donated to the U of M to become Settled Property pursuant to the Trust Deed;
 - b. wish to have Relevant Materials donated to UBC, or held by UBC under terms and conditions agreed to between UBC and the donor and not become part of the Settled Property; or
 - c. wish to have original documents or belongings donated to UBC, or held by UBC under terms and conditions agreed to between UBC and the donor, with surrogates of the objects or documents shared and/or licensed to the U of M.
18. The parties agree that during the term of this Agreement potential donors interacting with the UBC IRSHDC will be given the option of donating the Relevant Materials to the NCTR to form part of the Settled Property or of donating such materials to UBC.
19. The parties agree that only those Relevant Materials, or copies thereof, identified by UBC in writing as being donated to the NCTR will become part of the Settled Property and be subject to this Agreement, the Trust Deed or the Administrative Agreement.
20. Notwithstanding the above, UBC will work with U of M to facilitate access by the NCTR to Relevant Materials donated to UBC subject to donor wishes.

Part F – Amendment and Term

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

Part F – Termination

23. 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 the U of M, if it believes on reasonable ground, that the Partner's actions have or may cause it to breach the Trust Deed or Administrative Agreement or its obligations under applicable privacy laws.

- d. immediately by the Partner, if it believes on reasonable ground, that the U of M's actions have or may cause it to breach the Trust Deed or Administrative Agreement or its obligations under applicable privacy laws.
 - e. at any time, by mutual agreement.
24. In the event that UBC shall commit any breach of or default in any of the terms or conditions of this Agreement, and also shall fail to remedy such default or breach within thirty (30) days after receipt of written notice thereof from U of M, then U of M may, at its option terminate this Agreement by sending notice of termination in writing to UBC to such effect and such termination shall be effective as of the date of the receipt of such notice.
25. Any termination under this agreement will have no effect on any other agreement between the U of M and the Partner.
26. The parties hereby undertake to cooperate fully in minimizing the impact that any termination will have on the operations of the NCTR, and the UBC IRSHDC, including with regard to limiting public and researcher access to the NCTR's records.
27. The U of M will have no obligation to return such records, artifacts, documents, belongings or assets that the Partner has transferred to the U of M to form part of the Settled Property pursuant to this Agreement, such materials having become part of the NCTR's collection. Other UBC materials that may be in the possession of the U of M by special arrangement (e.g., on loan or as part of a traveling exhibition), including Relevant Materials not forming part the Settled Property that UBC has granted U or M access to, must, however, be returned as specified in those arrangements.
28. Where surrogates of materials from UBC have been transferred to U of M to form part of the Settled Property pursuant to this Agreement such surrogates may be retained by the NCTR, but the U of M does not have or retain any authority over the disposition of original materials in UBC's possession unless the original materials were donated to the NCTR to form part of the Settled Property.
29. Upon termination of the agreement, the Partner will:
- a. no longer participate in the governance of the NCTR, 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 NCTR;
 - c. no longer have access to restricted materials within the archive; and
 - d. return any materials or property belonging to the NCTR, U of M, or other Partners.


Part G – Miscellaneous

30. This agreement constitutes the entire agreement between the parties with respect to the subject matter herein and supersedes and replaces any previous agreement.
31. This agreement may be executed in any number of counterparts and by different parties in separate counterparts, each of which when so executed shall be deemed to be an original and all

of which taken together shall constitute one and the same agreement. Delivery by facsimile or by electronic transmission in portable document format (PDF) of an executed counterpart of this agreement is as effective as delivery of an originally executed counterpart of this agreement.

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

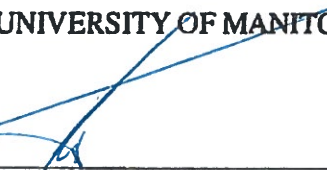
UNIVERSITY OF BRITISH COLUMBIA


Per: 
Linc Kesler, Director
First Nations House of Learning




Andrew Simpson
Vice President Finance and Operations
The University of British Columbia

Per: 
Andrew Szeri, Provost and
Vice-President Academic

THE UNIVERSITY OF MANITOBA

Per: 
Ry Moran, Director
Centre for Truth and Reconciliation

Per: 
Digvir S. Jayas, Vice-President
Research and International

	The University of Manitoba
Date	9/8/17
Approved	
Legal Office	

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	X	X	X	X
Seeking out and collecting additional relevant objects or belongings, to be held or shared as described above	X	X	X	X
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	X	X	X	X
Funding or seeking funding for research projects relating to the Purposes and Objectives	X	X	X	X
Funding or seeking funding in support of professorships, chairs, and other academic positions dedicated (in whole or in part) at UBC to research relevant to the Purposes and Objectives	X			
Funding or seeking funding in support of student scholarships for study and research relevant to the	X			

Purposes and Objectives				
Participation in research networks related to the Purposes and Objectives	X			
Planning and hosting academic workshops and conferences	X			
Encouraging and developing materials for the incorporation of Aboriginal history, rights and cultures into the curriculum of educational institutions	X			
Encouraging and collecting additional statements from former students, families and staff that may be shared with the Centre	X			
Encouraging the development of community narratives	X			
Encouraging the publication of books and collections	X			
Assisting in administration of researcher access to the Centre subject to applicable legislation	X			
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	X			
Planning and hosting special events and ceremonies relevant to the Purposes and Objectives	X			