

INDIGENOUS RESEARCH AGREEMENT
MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Template agreement for reference only – Please contact RGCS for a usable version – terms subject to change without notice.

Indigenous Community Body: _____

Principal Investigator at Memorial: _____

Research Project Title: _____

Effective Date: _____

End Date: _____

Background.

- a. The Indigenous Community Body described above (the “**ICB**”) is the coordinating body for one or more Indigenous communities involved in the Research (as defined below). Among other things, it has responsibility for approving and facilitating research that engages or involves members of its community and/or its Lands.
- b. The ICB wishes to collaborate with Memorial, as represented by the Principal Investigator, for the purpose of undertaking the Research Project described above and more fully described in “Schedule A” attached (the “**Research**”).
- c. Memorial is committed to adhering to its institutional policy on Integrity in Scholarly Research, the Tri-Agency Framework: Responsible Conduct of Research, its institutional policy on Ethics of Research Involving Human Participants, the Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans” (TCPS 2 (2018)), including Chapter Nine entitled “Research Involving the First Nations, Inuit and Métis Peoples of Canada”, and the First Nations principles of OCAP® (collectively, the “**Governing Principles**”).

Agreement.

1. Each of the ICB and Memorial acknowledge and agree that, in entering into this Agreement and collaborating in the Research, it has received and will receive a benefit, and it wishes to be bound by the terms set out below.
2. If the Research proposal submitted to and approved by the ICB (the “**Proposal**”) outlines a financial or other contribution from the ICB to Memorial, the ICB agrees to provide that contribution in the manner described in the Proposal.

3. The ICB will retain ownership of all Indigenous Data (as defined below), including extracts of it. Subject to applicable laws and any Ethical Requirements (as defined below), Memorial will do the following:
 - a. collect, create, use, disclose, store and/or destroy Indigenous Data in the manner set out in the Research and in accordance with the Governing Principles and the requirements/approvals established by the applicable ethics boards (collectively, the “**Ethical Requirements**”);
 - b. disclose or share Indigenous Data only with those persons involved with the Research who have agreed to maintain its confidentiality;
 - c. protect the privacy and confidentiality of the Indigenous Data using the same standards and security measures it would use for personal information of a similar nature. At a minimum, Memorial will use a reasonable degree of care;
 - d. provide the ICB with access to the Indigenous Data upon written request;
 - e. return any or all of the Indigenous Data to the ICB upon written request, except that Memorial may keep a copy of such Indigenous Data to the extent necessary for Memorial to comply with applicable laws and/or Ethical Requirements; and
 - f. cause its researchers to cease using any or all of the Indigenous Data for any purpose upon written request by the ICB.
4. Notwithstanding anything else in this Agreement, Memorial may Publish the Results (as defined below), with the following qualifications. Prior to Publishing any Results, Memorial will provide the draft it intends to Publish (the “**Draft**”) to the ICB for review, whereupon the ICB will have forty-five (45) days (the “**Review Period**”) in which to review the Draft for Indigenous Data. If the ICB wishes Memorial to remove any Indigenous Data from the Draft, it will notify Memorial in writing of this prior to the expiration of the Review Period. Memorial will then cause such Indigenous Data to be removed from the Draft, after which it may proceed to Publish the Draft. Notwithstanding anything else in this Agreement, if the ICB does not respond to Memorial during the Review Period in respect of a Draft, or does not provide Memorial with a written request within the Review Period to remove particular Indigenous Data contained or referenced in the Draft, Memorial may Publish the Draft and any such unidentified Indigenous Data.
5. The ICB agrees and acknowledges that Memorial and its Board of Regents, trustees, officers, employees, students, post-doctoral fellows, agents and contractors, including the Principal Investigator, make no representations or warranties of any kind as to the Research, the Indigenous Data or the Results, nor as to the merchantability or fitness for a particular purpose, or non-infringement of third party intellectual and other property rights, of any of the foregoing.

The ICB acknowledges that the Research is exploratory and experimental and that no particular results can be guaranteed.

6. The ICB acknowledges that Memorial is subject to the *Access to Information and Protection of Privacy Act 2015* and the *Personal Health Information Act* (the “**Privacy Laws**”), and that Memorial may be required to disclose this Agreement or other information pursuant to those statutes. The ICB agrees that any disclosure by Memorial of anything, including without limitation Indigenous Data, in accordance with Privacy Laws or any other applicable law or court order will not constitute a violation of this Agreement or a breach of confidence or other duty.
7. This Agreement will take effect on the date set out above and expire on the end date set out above unless extended by mutual consent. Either of the ICB or Memorial may terminate this Agreement for any reason by providing the other party with ten (10) days’ written notice. If this Agreement is terminated early, the parties will cooperate in good faith to wind down the Research with a minimum of costs. Sections 3 through 9 inclusive of this Agreement will survive termination or expiration of this Agreement.
8. All Parties acknowledge that Memorial is subject to the laws of Newfoundland and Labrador and the federal laws of Canada and as such, these laws will apply to this Agreement and to all claims and disputes related to this Agreement or the Research. Neither anything in this Agreement, nor the conduct of a party, shall in any way whatsoever constitute or be intended to constitute either party as the agent or representative of the other party, nor constitute or be intended to constitute a partnership or joint venture between the parties. This Agreement and the Proposal embody the entire agreement between the parties with respect to the Research and the subject-matter of this Agreement and supersedes all prior agreements, representations, understandings, negotiations and discussions, whether oral or written.
9. In this Agreement:
 - a. “**Indigenous Data**” means information, data, artifacts and samples collected from the ICB’s Indigenous community in the course of the Research;
 - b. “**Publish**” means publish, disseminate, present and/or publicly disclose; and
 - c. “**Results**” means all interpretation and analyses of the Indigenous Data and results of the Research but not the Indigenous Data itself.

10. This Agreement may be signed in counterparts and all such parts, once signed and delivered, whether by fax or in pdf format, will comprise an original single document.

[NAME OF INDIGENOUS COMMUNITY BODY]

Per: _____

Print Name:

Date:

MEMORIAL UNIVERSITY OF NEWFOUNDLAND

Per: _____

David Miller
Director, Research Grant and Contract Services

Date: