

MEMORANDUM OF AFFILIATION

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA
Student Services Center, 2329 West Mall Vancouver, BC, V6T 1Z4

Hereinafter referred to as (‘‘UBC’’)

AND:

THE MUSQUEAM INDIAN BAND
6735 Salish Drive, Vancouver, BC, V6N 4C4

Hereinafter referred to as (the ‘‘Musqueam Nation’’)

WHEREAS:

- A. The Musqueam Indian Band also known as the Musqueam First Nation is a community located on the Musqueam Indian Reserve #2 and is comprised of descendants of the original inhabitants of the area encompassing Vancouver, and has an interest in the maintaining the historical use of the Point Grey area as a teaching and training area for the Musqueam community by building a stronger relationship with and more visible presence at the UBC Vancouver campus now located at Point Grey.
- B. UBC is a post-secondary institution with a campus in the City of Vancouver. UBC is interested in fostering research, educational and community programs with the Musqueam Nation that build upon both parties respective strengths and implements the objectives stated in TREK 2010 in a manner that is culturally appropriate, and academically focused and enhances public knowledge of Musqueam and the First Nations of British Columbia
- C. UBC and the Musqueam Nation understand the importance of building a long-term relationship between the parties.
- D. The parties wish to develop and formalize an affiliation that will facilitate cooperation in the creation of opportunity and access to community, research and educational programs that build upon their respective strengths.

THEREFORE the parties agree with each other as follows:

Purpose

1. The purpose of this Memorandum of Affiliation is to formalize, expand and enhance the working relationship between the parties, and to set forth the principles, objectives and process for the planning and development of specific educational, community and research programs that capitalize on the respective strengths of the parties.

Benefits

2. It is acknowledged that an affiliation between the parties will benefit both parties, in that:

- UBC will benefit from increased interaction with members of the Musqueam Nation;
- The Musqueam Nation will benefit from a more visible presence at UBC;
- The Musqueam Nation students will benefit from enhanced opportunities for participation in the UBC system;
- UBC will be able to attract more Indigenous students to its programs consistent with its goals outlined in the UBC Campus Academic Plan;
- Both parties may enhance their ability to access external funding opportunities to enhance First Nations education and broader programs;
- Both parties will benefit from community programs designed for members of the UBC and Musqueam Nation communities.

Recognition

3. UBC and the Musqueam Nation have the following understanding:

- a) UBC recognizes that the Musqueam Band Council is the body representing the Musqueam Nation in all matters affecting the Musqueam Nation including education interests, access, and opportunity.
- b) UBC will work with the Musqueam Nation, through their administrative Departments and delegates, to further their respective objectives, including matters relating to opportunity and access to UBC resources for Musqueam community members, a visible presence of Musqueam at UBC, as well as the development and implementation of programs and curricula designed to teach Musqueam history, culture, language, philosophy, and knowledge.

- c) The development of specific programs may be facilitated through the Development Committee outlined in this Memorandum of Affiliation.
- d) The Development Committee will also monitor and maintain oversight of all joint programs and projects.

Development Committee

4. The Musqueam Nation and UBC will create a committee (the "Development Committee"). The Development Committee will be composed of three representatives appointed by UBC and three representatives appointed by the Musqueam Nation. UBC and the Musqueam Nation may each appoint one single alternate representative who shall be entitled to attend and participate in Development Committee meetings in the place of any representative of a party when any one of more of the representatives of that party cannot attend a particular meeting. The UBC representatives will be appointed by the Provost of UBC Vancouver Campus. Musqueam Nation representatives will be appointed by the Musqueam Band Council. At the commencement of this Memorandum of Affiliation, each party will advise the other party of its appointees in writing. Each party may change its appointees from time to time by advising the other party in writing.

5. The objectives of the Development Committee will be to make recommendations on areas of cooperation between the Musqueam Nation and UBC. It is hoped through such cooperation that:

- UBC may better benefit from (as more particularly agreed upon) the Musqueam Nation expertise in Indigenous learning systems, and its cultural and traditional knowledge;
- The Musqueam Nation may better benefit from (as more particularly agreed upon) UBC's expertise in teaching and research and its curriculum materials.
- Both UBC and the Musqueam Nation will benefit from increased interaction between members of their respective communities.

Possible areas of cooperation may include, but are not limited to:

- Cooperative development of curriculum materials;
- The continued development of programs to expand participation of Musqueam students in UBC programs;
- The development of cooperative research projects, where appropriate, between Musqueam Nation and UBC;

- Access to UBC resources for Musqueam community members and where appropriate access to Musqueam resources for UBC community members;

6. The Development Committee will meet on a schedule determined by the Committee. Meetings will alternately be hosted by the Musqueam Nation and UBC. Each party will appoint a Co-Chair, who will be responsible for chairing meetings hosted by that party. Where desirable, meetings via phone conference will be permitted. Each party will be responsible for its own meeting costs. The hosting party will be responsible for the cost of providing meeting rooms.

7. All decisions of the Development Committee shall be made by consensus at a meeting of the Development Committee where a quorum is present. Quorum will consist of 2 representatives from each of UBC and the Musqueam Nation.

8. All decisions of the Development Committee will be determined and recorded in writing. The procedures shall require that a written record of all minutes be recorded by a Development Committee member and maintained by both parties for the guidance of subsequent members of the Development Committee.

Implementation Memorandums

9. When the Development Committee has agreed upon a recommendation to implement a program it will jointly prepare its recommendations in writing and submit them to the Provost of UBC and the Musqueam Band Council. UBC and the Musqueam Band Council will each consider the recommendation and, if it is accepted by both, attempt to negotiate and execute a memorandum (the "Implementation Memorandum") outlining the specific responsibilities of each party with respect to that program.

10. The parties acknowledge that any Implementation Memorandum or program proposed by the parties, may be subject to the review and approval of the Senate, President's Office and/or the Board of Governors of UBC, and the Program Managers and/or the Band Council of the Musqueam Nation, where required pursuant to each parties internal mechanisms. Implementation Memorandum will not be effective unless signed by authorized signatories of the parties.

11. Upon execution of the Memorandum of Affiliation, UBC and the Musqueam Nation will each appoint a person who is responsible for carrying out the terms of the Implementation Memorandum.

General Principles

12. UBC and the Musqueam Nation acknowledge that this Affiliation is based upon the following principles:

- recognition of the autonomy of the Musqueam Nation its mission and responsibilities;

- recognition of the autonomy of UBC, its mission, and its responsibilities;
- respect for the people of the Musqueam Nation and their interest in the protection and enhancement of their culture and language;
- recognition that the Musqueam Nation maintains ownership over all cultural material for which it has intellectual property rights;
- recognition that any intellectual property rights created through collaboration should reflect the respective contributions of the parties;
- recognition that UBC Vancouver is on the traditional and ancestral territory of the Musqueam people.

This Memorandum not Legally Binding

13. This Memorandum of Affiliation is not meant to be a legally binding agreement, and will not be interpreted as waiving, creating, recognizing, denying, or amending any legally enforceable rights or interests of the parties. For greater certainty, it does not affect the legal rights or obligations that either party may possess or any existing agreements between the parties.

Relationship not Exclusive

14. Nothing in this Memorandum of Affiliation will be construed as preventing the Musqueam Nation from entering into other memoranda or relationships with other universities, educational institutions, or organizations or institutions that promote the interests of Musqueam or other indigenous people.

15. Nothing in this Memorandum of Affiliation will be construed as preventing UBC from entering into other memoranda or relationships with other educational institutions, other Indigenous Peoples, or organizations that promote the interests of Indigenous Peoples.

Termination

16. Either party may terminate this Memorandum of Affiliation by providing 60 days written notice to the other party. Notwithstanding such notice, this Memorandum of Affiliation will remain in effect for any course, project, or program created pursuant to this Memorandum of Affiliation that is in progress on the date the notice is given until such time as that course is completed.

If either party wishes to terminate a project or program created before or after the coming into effect of this Memorandum of Affiliation, 60 days written notice must be given to the Development Committee for their consideration and recommendations.

Upon termination of this Memorandum or a project or program, then materials the parties have contributed can be withdrawn if withdrawal is possible

Trademarks

17. The parties acknowledge that each of them has a proprietary interest in their respective names as well as their trademarks crests and logos ("Trademarks") and each party agrees not to use another party's Trademarks without prior written consent of that party for each and every example of usage.

General Provisions

18. Nothing contained in this Memorandum of Affiliation will be construed or deemed to authorize one party to act as agent for the other, and neither party will contract, agree or make any commitment, representation or warranty which binds the other party, or otherwise do any act in the name of, or purport to act on behalf of, the other party.

19. Any modification to this Memorandum of Affiliation must be made in writing by the authorized signatories of the parties.

20. The headings appearing in this Memorandum of Affiliation have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Memorandum.

21. This Memorandum of Affiliation acknowledges existing agreements between the parties.

Commencement

22. Notwithstanding the date of execution of this Memorandum of Affiliation, its date of commencement shall be Friday, September 29, 2006.

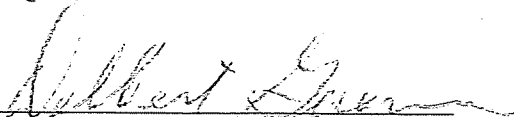
In witness whereof the Parties have executed this Memorandum of Affiliation this 6th day of December 2006.

THE UNIVERSITY OF BRITISH COLUMBIA

Per: 

Per: 

MUSQUEAM INDIAN BAND

Per: 
Chief Ernest Campbell

for