**NWT CIMP**

**Traditional Knowledge Data-Sharing Agreement Template**

**October 2018**





**Northwest Territories Cumulative Impact Monitoring Program**

Introduction

The Northwest Territories Cumulative Impact Monitoring Program (NWT CIMP) coordinates, conducts and funds the collection, analysis and reporting of information related to environmental conditions, particularly cumulative impacts and environmental trends, in the Northwest Territories. The goal is to produce information that supports better resource management decision-making and sustainable development. All sources of knowledge are considered, including traditional knowledge (TK). The use and full consideration of TK for cumulative impact monitoring also supports the Government of the NWT’s (GNWT) Traditional Knowledge Policy by producing TK that can be incorporated into government decisions and actions where appropriate.

The objectives of the TK data-sharing agreement are: 1) To recognize that Indigenous communities have full rights over their unique TK and that any TK data gathered during a research project remains the property of the Indigenous community; and 2) To ensure that the results of the TK research can be considered in government decisions and actions, by establishing what information will be made available and to whom, while protecting the proprietary rights of Indigenous communities.

The TK data-sharing agreement will clearly describe what TK data will be collected and how it will be used, stored and shared between parties. This template is designed to assist the project lead in drafting an agreement that meets both community and NWT CIMP needs. NWT CIMP expects each project lead to modify this template as required in collaboration with the community(s) and NWT CIMP.

The approach described herein is not intended to replace or supersede the development of relationships or process agreements between the GNWT and Indigenous communities and governments.

**Consistency with existing policy and guidelines**

NWT CIMP recommends that a TK data-sharing agreement be consistent with existing policy and guidelines on TK sharing and/or research developed or adopted by the community or the region. NWT CIMP is aware of the following community, regional and institutional policies and guidelines on TK or community-based research and sharing of information within their respective regions of the NWT:

* Akaitcho Dene First Nations
	+ Akaitcho Exploration Agreement (2008)
* Aurora Research Institute
	+ [Guide to Research in the Northwest Territories (2011)](http://nwtresearch.com/sites/default/files/doing-research-in-the-northwest-territories.pdf)
* Deh Cho First Nation
	+ [Deh Cho First Nation Traditional Knowledge Research Protocol (2004)](http://reviewboard.ca/reference_material/traditional_knowledge)
* Government of the Northwest Territories
	+ [Traditional Knowledge Policy 53.03 (2005)](http://www.enr.gov.nt.ca/sites/enr/files/documents/53_03_traditional_knowledge_policy.pdf)
	+ [Government of the Northwest Territories Traditional Knowledge Best Practices Summary (2010)](http://www.enr.gov.nt.ca/sites/enr/files/reports/tk_best_practices_summary.pdf)
* Gwich'in Tribal Council - [Gwich'in Social and Cultural Institute](http://gwichin.ca/researcher-information)
	+ [Traditional Knowledge Policy: Working with Gwich'in Traditional Knowledge in the Gwich'in Settlement Region (2004)](http://gwichin.ca/sites/default/files/gtc_final_tk_policy_2004.pdf)
	+ [Conducting Traditional Knowledge Research in the Gwich’in Settlement Area: A guide for researchers](http://nwtresearch.com/sites/default/files/gwich-in-social-and-cultural-institute_0.pdf)
* Inuvialuit Regional Corporation
	+ [Inuvialuit Regional Corporation Guidelines for Research in the Inuvialuit Settlement Region (2000)](http://nwtresearch.com/sites/default/files/inuvialuit-regional-corporation.pdf)
* Mackenzie Valley Environmental Impact Review Board
	+ [Guidelines for incorporating TK in Environmental Impact Assessment (July 2005)](http://reviewboard.ca/process_information/guidance_documentation/guidelines)
* Mackenzie Valley Land and Water Board
	+ [Mackenzie Valley Land and Water Board Engagement and Consultation Policy (2013)](https://mvlwb.com/sites/default/files/documents/wg/MVLWB%20Engagement%20and%20Consultation%20Policy%20-%20May%2015.pdf)
* North Slave Metis Alliance
	+ [North Slave Metis Alliance Community Engagement Policy (2009)](http://www.reviewboard.ca/upload/project_document/EA1011-001_NSMA_Technical_Submission__supporting_document__NSMA_Community_Engagement_Policy.PDF)
* NWT CIMP
	+ [NWT CIMP Working Together Towards Relevant Environmental Monitoring and Research in the NWT (2013)](http://sdw.enr.gov.nt.ca/nwtdp_upload/Working_Together_FINAL_LR.pdf)
* Northwest Territory Métis Nation
	+ [Northwest Territory Métis Nation Traditional Knowledge Policy (2012)](http://nwtmetisnation.ca/wp-content/uploads/2016/02/TKpolicy.pdf)
	+ [Research in the South Slave of the NWT](http://nwtmetisnation.ca/wp-content/uploads/2016/02/research.pdf)
* Sambaa K'e Dene Band
	+ [Sambaa K'e Dene Band Policy Regarding the Gathering, Use and Distribution of Traditional Knowledge (2003)](http://nwtresearch.com/sites/default/files/sambaa-k-e-dene-band.pdf)

**Principles**

1. Indigenous communities have full rights over their unique TK. Any TK data gathered during the research project will remain the property of the Indigenous community. No agreement made pertaining to the use of TK for research, decision-making or instruction purposes abrogates or derogates Indigenous rights to and over Indigenous knowledge.
2. TK will be used, stored and shared according to the TK data-sharing agreement in a way that honours any commitments to confidentiality made by participants. The use, storage and sharing of TK data acquired in the project should be negotiated among all partners before the commencement of the project and renegotiated during the project if priorities change.
3. NWT CIMP funds projects that are in the public interest and requires project deliverables that are publically available, this includes TK project deliverables. Examples of deliverables relevant to NWT CIMP include peer-reviewed publications, non peer-reviewed reports, presentations, websites, and posters.

Project leads are understood to have the following obligations when accepting NWT CIMP funding for projects that incorporate TK:

1. Clearly identify who in the community or Indigenous government has authority in the area of TK;
2. Where applicable, follow established policies and guidelines to request access to or use of TK;
3. Work with Indigenous communities or organizations in good faith to use and access TK;
4. Inform research partners, Indigenous communities or organizations and NWT CIMP of any changes in the terms and conditions of research or any activities related to TK;
5. Agree prior to commencement of any research or collection of data how TK data will be used, stored and shared; and
6. Share TK project deliverables with NWT CIMP and the community as described in the NWT CIMP project proposal.

Indigenous communities or organizations are understood to have the following obligations:

1. Identify to the project lead who in the community or Indigenous government has authority in the area of TK;
2. Work with project leads in good faith when providing TK; and
3. Grant access and share TK data as described in the TK data-sharing agreement.

NWT CIMP is understood to have the following obligations:

1. May only use, access and make TK data publically available, as described in the TK data-Sharing agreement; and
2. If NWT CIMP wishes to use the TK data differently or for other purposes than what is described in the TK data-sharing agreement, the program must seek and gain prior permission of both the community and individual research subjects through a process as determined by the original community, government or regional organization.

**Agreement Template instructions**

* This template is adapted from the First Nations Centre, *Considerations and Templates for Ethical Research Practices.*
* A TK data-sharing agreement may be required if requested by NWT CIMP.
* This template is designed to assist the project lead in drafting an agreement that meets both community and NWT CIMP needs.
* NWT CIMP expects each project lead to modify this template as required in collaboration with the community(s) and NWT CIMP.
* Instructions and suggestions are provided throughout the template in *blue text*.

The Department of Environment and Natural Resources signs on behalf of NWT CIMP.

**Traditional Knowledge Data-Sharing Agreement**

Project title: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

NWT CIMP project number: \_\_\_\_\_\_\_\_\_

THIS DATA-SHARING AGREEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_\_\_\_, 20\_\_

BETWEEN:

Principal Researcher(s) and/or Organization

Name(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Organization: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Indigenous community, government or organization)

*If the organization conducting the research is also the TK authority for the TK being collected / used, this additional contact information may be unnecessary. In this case, the template may also need to be adapted elsewhere to reflect this.*

Contact person(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

AND

Department of Environment and Natural Resources (and successive departments) - Government of the Northwest Territories

Contact person(s): \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Address: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Email: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*Add other parties as/if required (i.e. other research partners or organization)*

1. ***Introduction***

*In general, the introduction should provide some background information leading to the development of the TK data-sharing agreement, such as what its purpose is and why it is necessary. The introduction should identify the parties to the agreement, their names and the names of their organizations. It may also include relevant policy statements, a mission statement, or guiding principles.*

***Sample text:***

This Traditional Knowledge (TK) data-sharing agreement will maintain the values, principles and protect the rights of the Indigenous community, government or organization and will ensure that Department of Environment and Natural Resources (ENR) funded projects result in publically available information that can be used for decision making. Publically available information need not be the TK data itself, but reports or documents that discuss, summarize or in other ways refer to the data collected under this Agreement.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Indigenous community, government or organization) has consented to enter into an agreement whereby:

1. \_\_\_\_\_\_\_\_\_\_\_\_ (principal researchers) of \_\_\_\_\_\_\_\_\_\_\_\_ (organization) are authorized to use the TK data and/or results thereof from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of research project), as set out in this Agreement; and
2. \_\_\_\_\_\_\_\_\_\_\_\_ (principal researchers) of \_\_\_\_\_\_\_\_\_\_\_\_ (organization) will provide project deliverables based on the TK data and/or results thereof from \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (name of research project) to ENR, which will be made publically available.
3. ***Definitions***

*Relevant definitions may be included in this agreement for clarification of certain terms.*

***Sample text:***

Data Sharing - The exchanging, collecting, using or disclosing of data by one organization with another organization for certain purposes.

ENR - Department of Environment and Natural Resources, Government of the Northwest Territories, and successive departments in the event of department restructuring

Traditional Knowledge (TK) - The knowledge and values, which have been acquired through experience, observation, from the land or from spiritual teachings and handed down from one generation to another.

1. ***Purpose***

*The purpose and reason for the TK data-sharing agreement should be identified. The purpose of the data-sharing arrangement must be understood and formally agreed to by those entering into it.*

***Sample text:***

The purpose of this TK data-sharing agreement is to:

1. Summarize the conditions and arrangements for TK data collection and sharing;
2. Describe why TK data is being shared, how and when TK data will be collected and shared, and by whom;
3. Protect individual and community interests with respect to TK data;
4. Maintain appropriate standards and prevent misunderstandings over responsibilities;
5. Clarify issues of TK data ownership, control and access, as well as use of the data ; and
6. Ensure that results from ENR funded TK projects can be publically shared and used for decision-making purposes.

**Ownership:** Refers to the relationship of First Nations to their cultural knowledge/data/information. The principle states that a community or group owns information collectively in the same way that an individual owns his or her personal information.

**Control:** The principle of “control” asserts that First Nations people, their communities and representative bodies are within their rights in seeking to control all aspects of research and information management processes that impact them. First Nations control of research can include all stages of a particular research project from conception to completion. The principle extends to the control of resources and review processes, the formulation of conceptual frameworks, data management and so on.

**Access:** First Nations people must have access to information and data about themselves and their communities, regardless of where it is currently held. The principle also refers to the right of First Nations communities and organizations to manage and make decisions regarding access

1. ***Data to be Shared***

*This section should provide a specific and detailed description of the TK data that will be collected for the research project, and which may be shared. It should cover the following areas:*

* + *Purpose of doing the research (e.g. to monitor cumulative impacts on caribou). A statement of purpose is usually fairly brief (2-5 sentences);*
	+ *Types of TK data that will be gathered (e.g. statistics, interviews, maps etc.)*
	+ *Types of TK data that will be shared (e.g. statistics, interviews, maps etc.) and with whom*

***Sample text:***

The purpose of this research project is to investigate:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

In order to address the purpose stated above, the following types of TK data will be gathered from \_\_\_\_\_\_\_\_\_\_\_\_ (Indigenous community, government or organization):

*e.g. questionnaire, statistics, audio recording of interviews, interview transcripts, maps etc.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following types of TK data can be shared publically:

*It should be noted that as this is referring specially to TK data, as opposed to any summary type results, it may be perfectly appropriate to indicate that no TK data will be shared publically.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following types of TK data can only be shared confidentially with the following parties:

*This list should clearly identify which parties will have access to which types of TK data.*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. ***Use of Data***

*The Agreement should clearly identify how the data shared under the arrangement will be used. For what purpose(s) is the data going to be used? It should also identify what types of results that will be produced that will be publically shared (e.g. summary reports, etc.)*

***Sample text:***

\_\_\_\_\_\_\_\_\_\_\_\_ (principal researchers) will use the data collected for the purposes of:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The following types of reports or documents that discuss, summarize or in other ways refer to the data collected under this Agreement will be produced and shared publically:

*e.g. deliverables relevant to NWT CIMP*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

If \_\_\_\_\_\_\_\_\_\_\_\_ (principal researchers) wish to use the data differently or for other purposes than what is described in this TK data-sharing agreement, they must seek and gain prior permission of both \_\_\_\_\_\_\_\_\_\_\_ (Indigenous community, government or organization) and individual research subjects through a process as determined by the original Indigenous community, government or organization.

1. ***Traditional Knowledge Data Ownership and Intellectual Property***

*Although this may not be consistent with some First Nations perspectives, intellectual property arising from research in Canada is normally vested in the organization(s) that conducts the research. As a result, in situations where data is provided to an organization that may conduct further research, it may be important to specify in an agreement that the First Nation retains all intellectual property rights (including copyright), as applicable, to the data offered under this agreement, and this agreement constitutes only a license to acquire and use these data products. Furthermore, it may be specified that no title or rights be conveyed by this agreement.*

***Sample text:***

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ (Indigenous community, government or organization) owns the collective TK data and retains all intellectual property rights (including copyright), as applicable, to the data offered under this Agreement. This Agreement constitutes only a license to acquire and use these data products; it does not convey title or rights.

1. ***Data Storage and Confidentiality***

*Integrity and security of the data must be maintained by instituting regulatory controls, such as ensuring that only authorized users have access to the data and that electronic systems are properly maintained and managed.*

***Sample text:***

The TK data will be stored in the following ways (e.g. hardcopies, network servers protected by firewalls, etc.):

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Confidentiality of the TK data (if desired) will be ensured in the following ways:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

The \_\_\_\_\_\_\_\_\_\_\_ (principal researchers) will store and maintain the shared data in a manner that ensures its use remains consistent with the terms and conditions of this Agreement.

1. ***Retention and Disposal of Data***

*In the event that parties identify that they don’t want data to be held indefinitely, the agreement should specify how long the shared data is kept or stored. Terms should be identified regarding the disposal of the data once the agreement has expired or been revoked. The data may be returned to the source or destroyed by the recipient, either physically or electronically.*

*Also, the Agreement should include details on when the agreement will come into effect (e.g., the date of signing by the last of the parties), as well as how long the agreement will remain in effect (e.g. 5 years, 10 years, in perpetuity). There can also be terms set out for renewal, extensions or amendments to the agreement, if necessary.*

***Sample text:***

This agreement will commence on and come into effect from the date of signing by the last of the parties, and will remain in effect for \_\_\_\_\_\_\_\_\_\_\_.

Upon expiration of this agreement, the \_\_\_\_\_\_\_\_\_\_\_ (principal researchers) and any other applicable parties will immediately and permanently remove and destroy all copies, both physically and electronically, of the data provided under this agreement in accordance with relevant laws and policies (e.g., band bylaws and policies or government laws). This does not include any copies of publically available reports or documents that discuss, summarize, or in other ways refer to the data collected under this Agreement.

This agreement may be renewed, extended or amended with the written consent of all parties at least sixty (60) days prior to the expiration of the agreement.

1. ***Signing Authorities***

*The agreement should identify signing authorities, contact names, titles, addresses and phones numbers of the parties involved. The agreement should be signed and dated by the authorized representative of each party. This information is also used to allow the public to direct notices to the appropriate party.*

IN WITNESS whereof, this Agreement has been executed on behalf of the parties by their duly authorized representatives:

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Witness Signature Date

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Name and Title Signature Date

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Witness Signature Date