

Memorandum of Understanding
Between
University of Victoria
And
Cowichan Tribes
And
Cowichan Watershed Board
And
Cowichan Station Area Association

Each of individually a “Party” and together the “Parties”

This Memorandum of Understanding (“MOU”) dated May 25, 2021, is made between the Parties, each wishing to establish a cooperative relationship in the interests of furthering the proposed ‘Koksilah Connections’ research project.

WHEREAS:

- A. the Parties are committed partners on the ‘Koksilah Connections’ research project which has been submitted for funding by a NSERC Alliance grant entitled “Koksilah Connections: community-engaged stream monitoring and groundwater modeling for water sustainability planning” submitted by Tom Gleeson from the University of Victoria (hereinafter the “Project”); and
- B. the Parties intend to work together on the Project in a good way and in the spirit of reconciliation towards the shared goal of improved water management in the Koksilah watershed, possibly through the ongoing Water Sustainability Planning process;

NOW THEREFORE, the Parties agree to and set forth the following:

BACKGROUND, OBJECTIVES AND DEFINITIONS

1.1 Background

If the NSERC application is unsuccessful, the intention of the Parties is to proceed with the Project by applying for other funding and/or using a smaller funding envelope available to Tom Gleeson from University of Victoria.

1.2 Shared Objectives and Principles

- 1.2.1 The Parties acknowledge that the Project is community-focused and includes water monitoring, water modeling and water governance research and community engagement.
- 1.2.2 The Parties agree that generating knowledge about these topics is a goal shared by all Parties, as well as seeking meaningful relationships and collaboration for better outcomes for all involved.
- 1.2.3 The Project researchers are committed to enabling knowledge sharing and co-production, providing meaningful opportunities for community members to experience and participate in science, incorporating Indigenous place names as permitted and appropriate, and ongoing learning about Indigenous history and rights.
- 1.2.4 Since the Project is community-focused and meant to support future co-governance of water, this MOU focuses on:
 - Indigenous Knowledge;
 - sharing and using data respectfully and openly; and
 - clarifying intellectual property and publishing.

1.3 Definitions

- 1.3.1 “Indigenous Knowledge” in this MOU means Indigenous cultural expressions of the First Nation, and knowledge of lifeways and systems, whether embodied in tangible or intangible form, whether transmitted from ancient to contemporary times from generation to generation or otherwise received, and including:
 - i) The manifestations of Cowichan Tribes’ sciences, technologies and culture (including environmental knowledge, use of natural resources, land use and occupation, systems of land tenure and self management);
 - ii) Governance and laws;
 - iii) Spiritual knowledge;
 - iv) Protocols (including values and ethics governing human use and behaviour, as well as site-specific protocols);
 - v) Immoveable cultural property (including sacred and historically significant sites and burial grounds);

- vi) Culturally significant areas (which may include archaeological sites which are not public);
- vii) Special ecological places;
- viii) Knowledge of fauna and flora, seeds, medicines, water, soils, weather, solar and lunar effects, processes and cycles;
- ix) Abundance and habitat information (including historic trends and base line information);
- x) Oral traditions, literatures, and visual performing arts (including songs, dances, music, stories, ceremonies, symbols and designs); and
- xi) Culturally significant practices and locations, that may be confidential and are generally not made public unless aggregated so as to protect identity of informants, specific sites, locations, species etc., and approved through internal processes;

In whatever form or media such knowledge is provided, including all discussions, analyses, compilations, studies, reports or other materials in a variety of media containing or generating from, in whole or in part, Cowichan Tribes.

- 1.3.2 “Sensitive Locations” are locations in the Koksilah watershed deemed by Cowichan Tribes as containing sensitive cultural features or attributes.
- 1.3.3 “Data Steward” in this MOU means the Party responsible for coordination and implementation of data production, storage and distribution within the Project to be consistent with the understandings of this MOU. University of Victoria will be the Data Steward for the Project.
- 1.3.4 “Project Data” in this MOU means the water monitoring, water modeling and water governance data collected by the Project.
- 1.3.5 “Project Outputs” in this MOU means any Project Data or derived analysis or understanding that is shared informally or formally beyond the Parties. Project Outputs could include informal media such as community meetings, blog posts, newsletters, emails to the broader community, as well as more formal media such as project reports, thesis and academic manuscripts.

INDIGENOUS KNOWLEDGE

- 2.1 All Indigenous Knowledge shared by Cowichan Tribes with other Parties, even if communicated verbally, shall remain the sole property of Cowichan Tribes;
- 2.2 All Indigenous Knowledge communicated to other Parties, even if communicated verbally, shall remain confidential and shall not be shared with, or otherwise distributed to, any staff, students,

or personnel of academic institutions or government agencies at any level, nor with private individuals, not-for-profit agencies, or any other third party without the express written consent of Cowichan Tribes. However, communication of Indigenous Knowledge amongst the Project research team is permitted for Project purposes.

2.3 Parties receiving Indigenous Knowledge shall ensure that all communications with Cowichan Tribes with respect to confidentiality and data sharing matters, as described above, shall be determined through an iterative process.

2.4 For clarity, this MOU, the Project proposal to NSERC, and any other formal agreements or applications pertaining to the Project do not form part of the Indigenous Knowledge.

SHARING AND USING DATA RESPECTFULLY AND OPENLY

3.1 Excluding Indigenous Knowledge, the intention of the Project is to share data respectfully and openly.

3.2 The Parties intend to develop a shared understanding of data collection, storage, and sharing using the First Nations principles of ownership, control, access, and possession ([OCAP](#)) of data, which will be open source where acceptable and possible following Findability, Accessibility, Interoperability and Reuse ([FAIR](#)) principles.

3.3 OCAP principles suggest that all data derived from this Project will be owned by Cowichan Tribes and openly shared to benefit the evolving co-governance structure, and multiple parties as much as possible. Strategies for sharing data respectfully and openly include:

3.3.1 Parties co-design monitoring and modeling strategies and locations to ensure that monitoring and modeling does not occur in sensitive locations.

3.3.2 Monitoring data is collected by Cowichan Tribes members and by other Vancouver Island community members

3.3.3 Control over data access, use, and storage lies within the authority of Cowichan Tribes.

3.3.4 On behalf of Cowichan Tribes, University of Victoria is acting as Data Steward. Though in possession of the data, University of Victoria hosts the data as prescribed by Cowichan Tribes and claims no authority, ownership nor rights to the data. University of Victoria will take reasonable security measures to protect data, including all steps that it takes to protect its own sensitive research data.

3.3.5 The Parties will regularly review and assess data collection, storage, and use for this Project to ensure ongoing consent of data use for Project purposes.

3.4 All Parties support an open, community-focused approach for the Project and agree to open dissemination of the research results in academic formats (academic publications and theses) as well as community-focused formats (blog posts, stories, reports to community meetings etc.).

INTELLECTUAL PROPERTY AND PUBLISHING

4.1 For the Project, the Parties plan to use various third-party open-source tools, including the “Stream Tracker app” for monitoring and possibly “streamdepletr” (software for water modeling) or other software for modeling.

4.2 Any Party can use Project Outputs in a timely way, likely under a Creative Commons license.

4.3 It is the intent of the Parties to openly and expeditiously publish and present accounts of the Project, including Project Outputs and Project Data. The process set out below shall be followed for all formal Project Outputs relating to the Project:

4.3.1 At least 30 days prior to the publication or release of a Project Output, the Project Output will be made available to Cowichan Tribes for review and comment.

4.3.2 The formal Project Output will only be submitted or released after written approval from Cowichan Tribes.

4.3.3 The Parties agree that there can be no delay for the defense of a student’s thesis.

4.4 The process set out in section 4.3 does not apply for informal media such as community meetings, blog posts, newsletters, emails but every effort will be taken to ensure that Project Outputs shared through informal media is consistent with this MOU and the interests of all Parties.

4.5 Unless otherwise requested in writing, each Party’s contribution to the Project shall be acknowledged in any Project Outputs.

ADDITIONAL TERMS

5.1 This MOU shall remain in place for the duration of the Project if approved by NSERC.

5.2 The Parties acknowledge and agree that if NSERC funding is granted, this MOU is subject to the terms and conditions of the NSERC Alliance program (“NSERC Terms”). Should any section of this MOU contravene or be incompatible with the NSERC Terms, the Parties will work together to modify this MOU so that it is in compliance with the NSERC Terms.

5.3 No amendment of the terms of this MOU will be effective unless made in writing and signed by each Party’s authorized signatory.

5.4 Except in promoting the Project among each Party’s staff, students, faculty, or other personnel, no Party may use the name of any other Party in any form of advertising or publicity without

express written consent. The Parties will seek permission from one another by submitting the proposed use well in advance of any deadline.

5.5 The Parties must give all notices under this MOU in writing. All communications must be sent to the addresses set forth below or to such other address designated by the Party by written notice:

For University of Victoria:

Name/Title: Tom Gleeson, Associate Professor

Address: 3800 Finnerty Rd, Victoria BC V8P5C2

Tel: (250) 472-5170

Email: tgleeson@uvic.ca

CC contract@uvic.ca on any correspondence specific to the terms of this MOU

For Cowichan Tribes:

Name/Title: Tracy Fleming, Lead Referrals Coordinator

Address: 5760 Allenby Road, Duncan, BC V9L 5J1

Tel: (236) 800-4023

Email: Tracy.Fleming@cowichantribes.com

For Cowichan Watershed Board:

Name/Title: Tom Rutherford, Executive Director

Address: 4335 Riverside Road Duncan, BC, V9L 6M8

Tel: (250) 709-0492

Email: info@cowichanwatershedboard.ca

For Cowichan Station Area Association:

Name/Title: Alison Nicholson, Director

Address: 2375 Koksilah Road Duncan, BC V9L 6M5

Tel: (250) 746-1794

Email: info@cowichanstation.org

5.6 Each Party represents that the individuals signing this MOU have the authority to sign on its behalf in the capacity indicated.

5.7 This MOU may be signed and delivered in one or more counterparts and each such counterpart may be transmitted by electronic mail in portable document format (PDF) or similar format and each will constitute an original document and such counterparts, when taken together, will constitute one and the same instrument.

< Remainder of page left intentionally blank >

IN WITNESS WHEREOF the Parties hereto have caused this MOU to be executed on their respective behalf by their duly authorized representatives.

University of Victoria

By: Rachael Scarth

Name: Rachael Scarth

Title: AVP Research Operations

Date: 3 October, 2021

Cowichan Tribes

By: Lawrence George

Name: Larry George

Title: Lands Manager

Date: September 16, 2021

Cowichan Station Area Association

By: Hilary Foo-Else

Name: Hilary Foo-Else

Title: President

Date: Sept. 27/2021

Cowichan Watershed Board

By: Tom Rutherford

Name: Tom Rutherford

Title: Executive Director

Date: Sept. 16, 2021