MEMORANDUM OF UNDERSTANDING
(hereinafter referred to as “MOU”)

University of Manitoba
(hereinafter referred to as “UofM”)

AND

TREATY RELATIONS COMMISSION OF MANITOBA
(hereinafter referred to as “TRCM”)

WHEREAS: The Treaty Relations Commission of Manitoba (TRCM) is a neutral body, created through a partnership between the Assembly of Manitoba Chiefs (AMC) and Canada, with a mandate to strengthen, rebuild and enhance the Treaty relationship and mutual respect between First Nations in the province of Manitoba and other Canadians.

WHEREAS: UofM is a post-secondary institution offering teaching and research excellence in a student-oriented environment.

NOW THEREFORE, this MOU sets out the collaboration of the Parties as follows:

1. PURPOSE: To provide an enhanced learning experience for students, staff, and faculty relative to Treaty and Treaty related matters. The Parties desire to establish a relationship which will promote future collaboration in the fields of course curriculum and faculty development and will pursue such opportunities as to permit the expertise of both Parties to benefit all students;

2. OBJECTIVES: The objective of this MOU is to commit to an on-going dialogue and to establish a framework for collaboration to enhance Treaty education through the use, in part, of the expertise of both TRCM and UofM. During the term of the MOU a number of forms of cooperation or projects may be pursued, including but not limited to:

   (a) Schedule Speakers seminars on Treaty issues for new and existing students and faculty/staff;
   
   (b) Develop a workshop on how to integrate Treaty awareness and research into appropriate course syllabuses;
   
   (c) Develop a student Treaty Ambassador program;
   
   (d) Promote Treaty and Treaty related matters on campus through various events or large-gatherings; and
   
   (e) Publish a series of articles on Treaty Education on Indigenous Connect, UMToday, and in other communication materials.

3. RESOURCES: While each party shall normally bear the cost of its participation in the dialogue and negotiations, both Parties agree to share resource information and pursue, jointly and individually, potential donors who may assist in realizing the objectives of the MOU.
4. INTELLECTUAL PROPERTY: Ownership of intellectual property developed pursuant to this MOU and the mechanisms for protecting, publishing and commercially exploiting such intellectual property will be negotiated by the Parties to the agreement, with regard to each particular project and in acceptance with applicable UofM policies and collective agreements.

5. CONFIDENTIAL INFORMATION: The Parties shall not disclose any confidential information received by the other pursuant to this MOU ("Confidential Information") to any third Parties, nor use any Confidential Information for any purpose other than as required under this MOU, without the express consent of the other party. Confidential Information does not include any information which:

(a) is already known to the receiving party before receipt from the disclosing party as evidenced by written records;
(b) is generally available to the public or becomes publicly known through no fault of the receiving party;
(c) is received by the receiving party from a third party who had a legal right to disclose without restriction;
(d) is developed by the receiving party independently of and without reference to Confidential Information received from the disclosing party as evidenced by written records; or
(c) required to be disclosed by law.

6. DESIGNATED REPRESENTATIVES: Each party will designate a lead representative to engage in the dialogue and negotiations required to achieve the objectives defined in this MOU. The lead representatives will monitor their respective organizations regarding matters and activities relevant to the MOU.

7. TERMS & CONDITIONS: This MOU will become of full force and effect upon the signature by both Parties and will remain in effect until such time as the objectives are achieved or by formal notice of termination by either party upon sixty (60) days prior written notice. This MOU is not intended to create any legally binding obligation, nor is this MOU intended to exclude collaboration with other agencies or institutions by either party.

8. COMMUNICATIONS AND PROMOTIONS: The Parties will establish a communications protocol to ensure that any information released by one party that effects the other party is reviewed and agreed to by both Parties prior to its release.

9. NOTICES: Any notice, request, demand, consent or other communication provided or permitted hereunder shall be in writing, via email or letter, and any notice so given pursuant to this MOU shall make specific reference to this MOU.

IN WITNESS WHEREOF: the undersigned have signed this Memorandum of Understanding at Winnipeg, Manitoba this 2 day of December, 2015

University of Manitoba

Dr. David T. Barnard
President and Vice-Chancellor

Treaty Relations Commission of Manitoba

James B. Wilson
Treaty Commissioner