

Project Collaborator Confidentiality Agreement

For Individuals collaborating with the Karuk Tribe on projects involving Culturally Sensitive Information. Adopted by the Karuk Tribal Council 7/24/2017

Purpose: The Project Collaborator Confidentiality Agreement (Agreement) aims to protect the Karuk Tribe's rights to privacy and its Intellectual Property.

Definitions:

1. ***Culturally Sensitive Information*** means any nonpublic information of or about the Karuk Tribe, or public information that has been deemed by the Karuk Tribe to be "confidential," "restricted" or "proprietary."
2. ***Karuk Resources Advisory Board*** serves as the primary advisor to the Karuk Tribal Historic Preservation Office and the Karuk Tribal Council on all matters relating to the protection, preservation, and perpetuation of Karuk cultural, spiritual and natural resources.
3. ***Karuk Intellectual Property*** refers to the information, knowledge, practices, beliefs and philosophy that are unique to the Karuk Tribe. Traditionally transmitted orally from one practitioner to another, Karuk Intellectual Property may also take physical or digitally-rendered forms when reproduced. And while Karuk Intellectual Property may be individually owned, more often it is collectively held by a specific group, e.g. a specific family, or ceremonial leaders. The living generation of collective owners has an inexorable responsibility to protect, preserve, use and maintain possession of the property's intangible and tangible forms in order to pass it on to the next generations. As such, the greater part of Karuk Intellectual Property cannot be legitimately alienated from the community to which it belongs.
4. ***Karuk Tribal Council*** is the governing body of the Karuk Tribe. The Members of the Karuk Tribe have delegated to the Karuk Tribal Council the authority and responsibility to exercise by resolution or enactment of Tribal laws all the inherent sovereign powers vested in the Tribe as a Sovereign Aboriginal People.
5. ***Karuk Tribal Perspective*** means the beliefs, opinions and ideas that represent the Intellectual Property of Karuk people, whereby it is understood that this information may not represent the collective beliefs, opinions and ideas of the Karuk Tribal Membership and/or Administration.
6. ***Karuk Tribe*** includes Karuk individuals – members and/or descendants, families, villages, communities, Karuk Tribal government and the Karuk People as a whole.
7. ***Project*** is used here to describe the scope of a broad array of activities such as, but not limited to: repatriation efforts, publications, collections management, research, cultural heritage representation, and cultural protocol implementation.

Procedure: As a condition of collaborating with the Karuk Tribe on a project, I understand that I may see, hear, or otherwise come to know culturally sensitive information presented through or about Karuk Tribal perspectives, that this information represents the Intellectual Property of the Karuk Tribe, and hereby agree to the following:

1. I will consult with my project supervisor/Review Committee and, if directed, with the Karuk Resource Advisory Board and/or Karuk Tribal Council as to what information may be considered culturally sensitive in the context of my project.
2. I will not copy, record, divulge, or publish, culturally sensitive information to any unauthorized third party through oral, visual, written, electronic, or any other means of communication.
3. I will not make unauthorized use, for my benefit or the benefit of another, of any form of Karuk Intellectual Property or culturally sensitive information that I see, hear, or otherwise come to know in the course of my project.
4. I further acknowledge that any violation of this Agreement may result in termination of the project and/or subject me to disciplinary action.
5. I agree that my tribal Review Committee members, the Karuk Resource Advisory Board, and ultimately the Karuk Tribal Council shall have jurisdiction for any matters arising under this Agreement.
6. I understand and agree that the foregoing requirements do not cease upon project completion, and that I will remain permanently bound by the terms of this Agreement.
7. I understand that this Agreement is neither intended nor shall be interpreted to be a waiver of Sovereign Immunity of the Karuk Tribe, its employees, officials and/or agents. Nothing in this Agreement subjects or limits the sovereign rights of the Karuk Tribe.

Project Collaborator, Signature: _____

Project Collaborator, Name Printed: _____

Date: _____

For Karuk Internal Use Only:

Intellectual Property Agreement: # _____