



Administrative Office

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MEMORANDUM OF UNDERSTANDING

between
KARUK TRIBE
and
_____ **MUSEUM**

I. BACKGROUND

The Karuk Tribe (the “Tribe”) is a Sovereign Aboriginal People that have lived on their own land since long before the settler influx to this continent.

Federally recognized since January 15, 1979, the Tribe elects a nine-member Tribal Council to uphold its mission to promote the general welfare of all Karuk people, to establish equality and justice for our tribe, to restore and preserve Tribal traditions, customs, language and ancestral rights, and to secure to ourselves and our descendants the power to exercise the inherent rights of self-governance.

Since the approval of the Tribe’s Constitution in 1985, the members of the Tribe have approved Article VI of the Constitution delegating to the 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, including negotiating and contracting with federal, state, tribal and local governments, private agencies and consultants, pursuant to P.L. 93-638, as amended, on behalf of the Tribe.

The _____ Museum (“Museum”) was founded _____. Its mission was to enhance public education and to advance scientific research about humans and their world. Today the Museum provides collections-based research and learning for greater public understanding and appreciation of the natural environment. It is a not-for-profit corporation and 501(c)(3) charitable organization; as such it holds its collections in trust for the education of the public.

II. PURPOSE

The purpose of this Memorandum of Understanding (“MOU”) is to establish the mutual understandings of the Tribe and the Museum with respect to their joint efforts towards collaboration that will increase inter-museum access coordination, collaboration and communication in order to promote cultural heritage protection, preservation and

perpetuation, and enhance collaborative educational programs and projects between the Tribe and the Museum.

The Tribe and the Museum (collectively the “parties”) recognize the need for this MOU to formalize the parties’ commitments, establish the rights of digital product usage resulting from collaborative projects between the parties, and ensure the mutual interests of and benefits to project participants and party stakeholders are met.

This MOU is not intended nor will it be so interpreted to be a waiver of sovereign immunity of the Tribe, their employees, officials and agents. Both parties reserve the right to develop future MOUs with each other as the collaboration develops.

III. MUTUAL INTERESTS AND BENEFITS

Building upon shared interests and values regarding the accessibility of the cultural heritage of Karuk communities, the Tribe and Museum wish to enter into an agreement in an effort to guide their collaborative collections management and traditional knowledge labeling, as developed by the Local Contexts Project as described at <http://localcontexts.org> (“TK Labels”).

Both parties share a common interest in:

1. Increasing accessibility to the cultural heritage of the Karuk people when appropriate.
2. Enhancing the metadata associated with Karuk collections through shared accession records, access protocols, and Karuk traditional knowledge.
3. Improving educational initiatives for both the general public and tribal communities.
4. Improving collections management protocols for both tribal and non-tribal museum staff with regard to Karuk cultural heritage.
5. Progressing culturally responsive and appropriate heritage management programs.
6. Developing model museum best practices with regard to the protection, preservation, and perpetuation of tribal cultural material and intellectual property rights and protocols.
7. Strengthening the existing respectful relationship between the Karuk Tribe and Museum.
8. Working to create a sustainable framework for creating, applying, utilizing, and maintaining Tribe-created TK-Labels and related collections management techniques and knowledge-sharing efforts.

IV. GENERAL MUTUAL UNDERSTANDINGS

1. Parties do not seek to commoditize or commercialize the cultural heritage of the Tribe.

2. The parties seek to create an internal TK Labeling system for Karuk cultural heritage held by the Museum, acknowledging that the TK Labels, technical framework, and protocols for implementing the TK Labels are still being developed; the parties will work together in good faith in pursuit of this goal.
3. Parties agree not to use items and representations of Karuk cultural heritage for any purpose unrelated to improving accessibility to, research on, and educating about the cultural heritage of the Tribe, enhancing culturally responsive heritage preservation, and informing best practices for collections management.
4. Parties acknowledge the Tribe as the central decision maker and cultural authority for controlling the access to and use of its cultural heritage.

V. SPECIFIC UNDERSTANDINGS

A. Representations of Karuk Cultural Heritage

1. The Museum acknowledges that Karuk Tribal representatives have and may, in the future, create photographs or audio and video recordings of Karuk cultural heritage items in possession of the Museum on behalf of the Tribe (hereafter referred to as "Representations").
2. The Museum acknowledges that the Karuk Tribe is the copyright holder of these Representations.
3. The Tribe acknowledges that the copyright in some Karuk cultural heritage materials, particularly archival or photographic materials, held by the Museum may be owned by third parties and not the Museum; in such cases the Tribe is responsible for obtaining the right to create and use Representations of such materials, as may be necessary, and the Museum makes no representations or warranties that the Tribe's use of the Representations will be non-infringing on the rights of third parties
4. The Museum acknowledges that there are no restrictions on the Tribe's use of the Representations, except for those mutually agreed upon in this MOU and in any Visiting Researcher Form(s) completed by the Representations' creator(s).
5. Upon request, the Tribe will provide copies of the Representations to the Museum to be used in accordance with the license and purposes described in this MOU.
6. The Tribe grants the Museum a limited non-exclusive, revocable, world-wide, royalty-free license to use Representations provided by the Tribe for the purposes described in this MOU. The purpose of this license is to increase accessibility to Karuk cultural heritage as per the wishes of the Tribe, to improve the Museum's own collection management practices, to guide the Museum's cultural responsiveness in caring for Karuk collections, to broaden understanding of Karuk communities and cultural heritage, and advance other non-commercial, museum-related purposes. The Museum

may reproduce, display, publish, distribute, sublicense, and make derivatives of the Representations as necessary to carry out these purposes.

7. When using the Representations, each party will include the other's preferred credit line in a format appropriate to the context of use:
 - a. Tribe's Preferred Credit Line: [Tribal affiliation],[collection description],[object identification] (e.g. "Karuk Tribe, Museum Collection, A001")
 - b. Museum's Preferred Credit Line: Museum, [object number] (e.g. "Museum, A123456").

B. TK Labels

1. The Tribe will continue to work internally and with Local Contexts (<http://www.localcontexts.org/>) to create TK Labels appropriate to the Karuk cultural heritage items in the Museum's collections.
2. The Field Museum will continue to work to create a technological framework for connecting TK Labels to Museum objects, which will be sustainable and appropriate both for the Tribe's TK Labels and future projects.

VI. CONDITIONS

Nothing in this MOU subjects or limits the tribal sovereignty of the Tribe. The terms of this MOU will be effective starting on the date of execution. Either party may request a revision and reauthorization of this MOU at any time, which shall become effective upon mutual written agreement of the parties.

VII. DURATION

This MOU shall become operational on signing by both parties and will have an initial term of five (5) years, renewable for a further five (5) year periods as may be agreed in writing by the parties. Changes in the provisions of this MOU can be made only with the prior, written approval of the parties. Either party may terminate this MOU for any reason by giving six (6) months written notice to the other party.

VIII. FINANCIAL ARRANGEMENTS

Nothing in this MOU is intended to or is to be construed so as to impose any financial obligation or liability on either party without its express written consent and each party shall be responsible for bearing its own costs of implementing this MOU. Neither party will make commitments of personnel, facilities or other assets of the other party without prior review and written approval of appropriate officials of the other party.

The parties may explore additional funding sources to achieve the collaborative goals of this MOU. Both parties understand that financial arrangements pursuant to this MOU will be addressed on a project-by-project basis and will depend on the availability of funds.

IX. NATURE OF RELATIONSHIP

This MOU is not intended to create nor shall be construed to create any relationship between the parties other than that of independent entities collaborating for the purposes set forth herein. Nothing in this MOU shall create a joint venture, partnership, association or agency relationship between the parties. Neither party shall have any right to bind or obligate the other party in any way nor shall it represent that it has any right to do so without that party's specific, prior written consent. This is a non-exclusive agreement between the two organizations and preserves the rights of each to work independently or with other organizations.

X. DEFINITION OF TERMS

1. **Cultural Heritage** is an overarching term representing the intangible and tangible elements of Karuk culture, history, and peoples. Cultural heritage materials may be, may refer to, may represent, or may be a component of specific practices or traditional knowledge systems. The Tribe recognizes this tangible or intangible property as being owned by the Tribe in trust on behalf of its community.
2. **Culturally Responsive** describes the tailored actions demonstrating awareness and appreciation of the needs of the Tribe and recognizes the Tribe's inherent right to keep its cultural heritage sacred.
3. **Karuk Intellectual Property** refers to the information, knowledge, practices, beliefs and philosophy that are unique to the Tribe. Traditionally transmitted orally from one practitioner to another, Karuk intellectual property may also take physical or digitally-rendered forms when reproduced.
4. **Karuk Tribe** means the governing body of the Karuk Tribe, which acts on behalf of Karuk People – members, descendants, families, villages, communities—and Tribal Departments.
5. **Representations** is used here, unless specified otherwise, to refer to all materials produced by the Tribe, its employees or representatives, which represent Karuk cultural heritage, including but not limited to digital or analog audio recordings; physical or digital original and copies of written materials or photographs; as well as transcriptions and translations of audio and video recordings.
6. **Traditional Knowledge** is the living and storied body of a culture's knowledge. This overarching term is used here to describe the knowledge, know-how, skills, and practices that have been developed, sustained and passed on from generation to generation of Karuk people. Central to Karuk cultural and spiritual identity, the greater part of our traditional knowledge was given to us by the ikxaréeyav, or First People.

Traditional Knowledge may be individually or communally owned in accordance with established community rules of ownership; is often sacred or sensitive and requires specialized training or status for inheritance or use; is often held in trust for a community by an individual; may include songs, oral traditions, customs, and specialized knowledge; and forms an integral part of the Tribe's cultural and spiritual identity.

7. **Tribal Sovereignty** is the inherent right and authority of the Tribe to exercise self-government, define its membership, manage its property, and regulate its business and domestic relations.

XI. PRINCIPAL CONTACTS

Karuk Tribe

Tribal Chairman

Russell Attebery

P.O. Box 1016

Happy Camp, CA 96039

(530) 493-1600 ext. 2019

Museum

Title

Name

Address

Contact Information

XII. SIGNATORIES TO THE MEMORANDUM OF UNDERSTANDING

Russell Attebery, Chairman, Karuk Tribe

Date

Name, Title, Museum

Date