

Presentation

The partnership evidence presented here consists of the 7 governance agreements signed between Université Laval and our partners and the Letter of understanding signed between Université Laval and Umea University, confirming the will of the Umea University to sign a governance agreement once the funding for this project has been received. In order to respect the different requests and policies of our partners and the deadline of SSHRC, different versions of the governance agreement were signed. Once this project is funded, we will work towards the creation of a consolidated governance agreement, signed between Université Laval and all the partners.

Here are the following agreements:

- Governance agreement signed with **1)** Resource and Sustainable development in the Arctic (RESDA); **2)** Regional Development Australia - Far North Queensland and Torres Strait (RDA-FNQTS); **3)** Institut Agronomique néo-Calédonien (IAC) and **4)** James Cook University;
- Governance agreement signed with **5)** the Ministère du Développement durable, de l'Environnement et Lutte contre les changements climatiques (MDDELCC);
- Governance agreement signed with **6)** the Government of Nunavut;
- Governance agreement signed with **7)** the Nunatsiavut Government;
- Letter of Understanding signed with **8)** the Umea University.

AGREEMENT

On the governance of the Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods

BETWEEN: Université Laval, a private corporation duly incorporated under the provisions of an act of the National Assembly, sanctioned on December 8, 1970 (S.Q. 1970, c. 78), having its head office in Québec, Province of Québec, herein represented by Edwin Bourget, its Vice-President for Research and Innovation, who declares that he is duly authorized to act as representative of the University.

(Hereafter designated as the "Host Institution");

AND: Resource and Sustainable Development in the Arctic
Regional Development Australia- Far North Queensland and Torres Strait
JAMES COOK UNIVERSITY, ABN 46 253 211 955, a body corporate pursuant to the *James Cook University Act 1997*, whose office is situated at JCU, Townsville Campus, Townsville 4811, in the State of Queensland

Institut Agronomique néo-Calédonien

(Hereafter designated individually a "Party" and collectively as the "Parties").

WHEREAS:

- A) the Parties wish to collaborate in the realization of a joint research project entitled the *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* (the MinErAL Network) under the scientific direction of Thierry Rodon (principal investigator), by uniting their knowledge, know-how, and technologies;
- B) the Parties agree that a common governance structure is necessary to the implementation of the *Knowledge Network*;
- C) the Parties wish to enter into this agreement to confirm their collaboration in realizing the partnership;

THEREFORE, in light of the conditions, commitments and agreements set forth herein, the Parties agree to the following:

Article 1 - DEFINITIONS

- 1.1 **"Partnership"** shall only mean the research project entitled *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihood* and will last only for the duration of this Agreement, unless renewed.
- 1.2 **"Proposal"** shall mean the application submitted to the Social Sciences and humanities Research Council of Canada (SSHRC) under the Partnership Grant Program.
- 1.3 **"Member"** shall mean any person or organization who participated in the project application submitted to the SSHRC or who was accepted as a member by the international steering committee.
- 1.4 **"Regional hub"** shall mean all the network members of each of the four regions: Canada, Nordic countries, Melanesia or Australia.
- 1.5 **"Intellectual Property"** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise original or

creative nature, whether oral or recorded in any form or medium and whether or not subject to copyright or other protection of trade-mark, patent, industrial design or topography; this includes but is not limited to any works or other subject matter, inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, and any software;

- 1.6 “**Joint Intellectual Property**” means Intellectual Property made and/or conceived as a result of the efforts of either or both of the Parties in furtherance of the terms of this Agreement.

Article 2 - OBJECT

- 2.1 The Parties agree that this Agreement establishes the objectives and orientations of the project entitled Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods (“the MinErAL Network”) submitted to the Social Sciences and Humanities Research Council of Canada for a partnership grant. The Parties will adhere to these objectives and orientations. The Parties will contribute intellectually and, where possible, financially (species and/or in nature) to the MinErAL Network.
- 2.2 If the MinErAL Network is funded, the parties agree that specific agreements will be reached regarding financial aspects, the respective role of each party, as well as intellectual property rights.
- 2.3 All research involving Aboriginal Peoples must be undertaken in accordance with the second edition of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans*, and, in particular, Chapter 9: Research Involving the First Nations, Inuit and Métis Peoples of Canada. In the spirit of this Policy Statement, researchers and collaborators undertake to inform the authorities and the indigenous communities of their work and to seek, wherever relevant, their participation in their definition and implementation. When research protocols from Aboriginal bodies exist and are applied, an additional agreement is reached between the parties concerned.
- 2.4 All research conducted in Canada will conform to the international and domestic laws.

Article 3 - THE REGIONAL ASSEMBLIES

- 3.1 The Network is composed of four regional assemblies: the Canadian regional assembly, the Nordic Countries’ regional assembly, the Melanesian regional assembly and the Australian regional assembly.
- 3.2 Each regional assembly will manage its list of members for the Network and will meet at least once a year.
- 3.3 Each regional assembly is composed of the network’s regional members: the partners, collaborators, researchers and students. Each member present will have one vote and partners will be limited to one vote per organization.

- 3.4 The quorum for the assemblies consists of at least half of the total number of members of a given region. Members may be present either in person or by other communication means (phone, internet)
- 3.5 The regional assemblies will discuss how to better adapt the project objectives and priorities to the research needs of the partners of each region.

Article 4 - FIRST REGIONAL ASSEMBLIES

- 4.1 The first regional assembly of each regional hub will be held in the first six months of the creation of the network, following the reception of the grant.
- 4.2 During the first regional assembly of each regional hub, the members will make recommendations to the international Steering Committee on the research priorities, the scientific program and the work packages.
- 4.3 During the first regional assembly of each regional hub, the members of a given region will appoint their representatives to their respective regional steering committees.
 - a. The Canadian regional assembly will appoint 7 members to the Canadian Steering Committee: one student, one researcher and five partners.
 - b. The Nordic Countries' regional assembly, the Melanesian regional assembly and the Australian regional assembly will each appoint three persons to their respective regional steering committees: one researcher, one student and one partner.
- 4.4 During the first regional assembly of each regional hub, the members will recommend, to the Principal Investigator, two persons, one researcher and one indigenous representative, from outside of the network to sit on the scientific committee.

Article 5 - THE REGIONAL STEERING COMMITTEES

- 5.1 The Network is composed of four regional steering committees: the Canadian steering committee, the Nordic Countries' steering committee, the Melanesian steering committee and the Australian steering committee.
- 5.2 Each steering committee is composed of the Principal Investigator and the members appointed by their respective regional assembly.
 - a. The Canadian steering committee is composed of 8 members: one researcher representative, one student representative, 5 partner representatives and the Principal Investigator.
 - b. The Nordic Countries steering committee, the Melanesian steering committee and the Australian steering committee are each composed of four members: one researcher representative, one student representative, one partner representative and the principal investigator.
- 5.3 Each member of the regional steering committees may appoint an alternate member, who can act on the representative's behalf in their absence.
- 5.4 The Principal Investigator will act as chair of each regional steering committee.
- 5.5 The members of the regional steering committees will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the regional steering committee' members.

- 5.6 Each regional steering committee will meet at least twice a year: one meeting being held at the same time as their respective regional assembly and the second meeting being held six months later.
- 5.7 The quorum for each regional steering committee consists of at least two-thirds of the total number of the regional steering committee' members. Members may be present either in person or by other communication means (phone, internet)
- 5.8 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 5.9 Each regional steering committee will review the research agenda for their region and decide on the distribution of the funds to the different regional sub-projects. They will also approve the annual financial statements for their region.
- 5.10 During the first meeting of each regional steering committee, each committee will appoint two members, one representative of the researchers and one representative of the partners, to the international Steering Committee.

Article 6 - THE INTERNATIONAL STEERING COMMITTEE

- 6.1 The International Steering Committee is composed of the principal investigator and 8 members, appointed by the regional steering committees.
- 6.2 Each member of the international steering committee may appoint an alternate member, who can act on the representative's behalf in their absence.
- 6.3 The Principal Investigator will act as chair of the international steering committee.
- 6.4 The members of the international steering committee will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the steering committee' members.
- 6.5 The international steering committee will meet at least once a year.
- 6.6 The quorum for the international steering committee consists of at least two-thirds of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 6.7 The decisions are taken by a majority vote. In case of ties, the chair may provide a second vote.
- 6.8 The international steering committee will review the research agenda for international activities and decide of the distribution of the funds to the different regional hubs.
- 6.9 The international steering committee will also oversee the agenda of the regional steering committees and their funds in order to make sure that they meet the global goals and objectives of the Network and respect the timelines and the SSHRC requirements
- 6.10 The international steering committee will have to approve the consolidated financial statement.

Article 7 - SCIENTIFIC COMMITTEE

- 7.1 The scientific committee is composed of 4 individuals exterior to the network: two indigenous representatives and two researchers. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.2 An alternate is named for each person appointed. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.3 The chair is chosen amongst the 4 persons appointed to the scientific committee. He/She is appointed by consensus between scientific committee members.

- 7.4 The individuals appointed to the scientific committee will normally sit for the full duration of the network. If someone is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the scientific committee.
- 7.5 The scientific committee will meet at least once a year.
- 7.6 The quorum for the scientific committee consists of at least three-quarter of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 7.7 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 7.8 The scientific committee will provide advice on the scientific direction of the projects and the scientific value and content of the different sub-projects.

Article 8 - CONFLICT RESOLUTION MECHANISMS

- 8.1 In case of conflict in a regional steering committee, the problem will be brought to the agenda of the next meeting of the International steering committee.
- 8.2 In case of conflict in the international steering committee or in case a conflict in a regional steering committee could not be resolved during the international steering committee meeting, the international steering committee will create an ad-hoc committee composed of four network members (the principal investigator, one co-researcher and two partners). If a solution cannot be reached, the steering committee will seek a mediator from outside the project. The international steering committee will have to agree on the choice of the mediator and its fees. The fees will be covered equally by the parties concerned.

Article 9 - NEW MEMBERS

- 9.1 During the course of the project, new members may be invited. A regional steering committee can make a recommendation to the international committee on the addition of a new member to the network. The recommendation will be discussed during the next meeting of the international steering committee and will have to be approved by a majority of the committee' members. Once included in the project, the new members will be subject to the same rules.
- 9.2 Following the additions of new members to a regional hub, the regional steering committee can add new member to its committee. This decision will have to be approved by a consensus of the regional steering committee' members.

Article 10 - ADMINISTRATION OF THE PARTNERSHIP GRANT

- 10.1 The partners agree that Université Laval, as the host institution, administers the grant obtained from SSHRC.

Article 11 - TERMINATION AND AMENDMENT

- 11.1 The partners have the right to terminate this Agreement at any time prior to the end of the term of the Agreement, for any reason, upon giving sixty (60) days' written notice to the Host Institution and the other partners of its intent to terminate the Agreement.

- 11.2 This Agreement shall only be amended by the mutual consent of the Parties executed in writing.
- 11.3 This Agreement is subject to annual review and can be amended as needed to accommodate required changes upon agreement of the Parties executed in writing.

Article 12 – CONFIDENTIALITY

- 12.1 Any information confidential to the affairs of a partner to which the other partners or becomes privy shall be treated as confidential during, as well as after the expiry of, this Agreement. The Host Institution and the other partners shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all materials, records and information that are the property of the parties and in the possession of, or under the control of, the Host Institution and the other partners.
- 12.2 The Host Institution and the other partners shall return all such material, records and information to the parties immediately upon completion or early termination of this Agreement.

Article 13 – INTELLECTUAL PROPERTY

- 13.1 The Parties acknowledge and agree that this Agreement does not forfeit their rights and title to their respective Intellectual Property.
- 13.2 The Parties acknowledge and agree that all rights and title to Joint Intellectual Property will belong jointly to the Parties.
- 13.3 The Parties agree to negotiate any agreement related to Intellectual Property or Joint Intellectual Property resulting from the network activity.

Article 14 – GENERAL

- 14.1 This Agreement shall come into effect on the day the proposal gets its approval by SSHRC and shall expire on the day the funding from SSHRC ends unless terminated earlier in accordance with this Agreement or unless otherwise extended upon the mutual approval of the partners and the Host Institution.
- 14.2 Neither Party shall assign its rights or obligations under this Agreement in whole or in part without prior written approval of the other partners, which approval shall not be unreasonably withheld or delayed.
- 14.3 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous negotiations, communications and other agreements, whether written or oral, with respect to the subject matter hereof, unless they are incorporated by reference in the Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties with respect to the subject matter hereof other than those contained in the Agreement.

14.4 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Nunavut and the laws of Canada applicable therein. By execution and delivery of this Agreement, each Party accepts for itself and in respect of its property, generally, and unconditionally, the exclusive jurisdiction of the courts having jurisdiction in that Province.

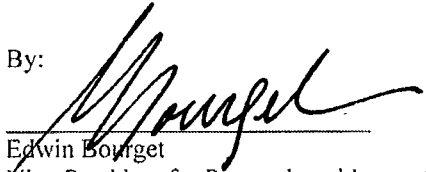
IN WITNESS WHEREOF, The Parties have signed this agreement in Québec.

The Host Institution:
UNIVERSITÉ LAVAL

The Parties:

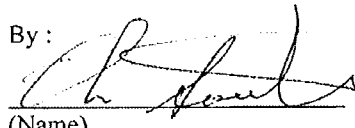


By:



Edwin Bourget
Vice-President for Research and Innovation

By :



(Name)

Chris Southcott
Resources and Sustainable Development in the Arctic (ReSDA)

Intervention



Thierry Rodon
Principal investigator

EN FOI DE QUOI, les parties ont signé cette entente au Québec.

L'institution hôte
UNIVERSITÉ LAVAL


Par:

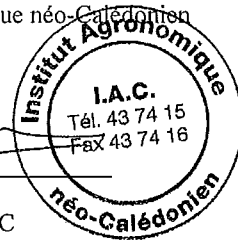

Edwin Bourget
Vice-Président à la recherche et à l'innovation

Les Parties:


- Institut Agronomique néo-Calédonien

Par :


Laurent L'Huillier
Directeur Général IAC



Intervention


Thierry Rodon
Chercheur principal


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The Host Institution:
UNIVERSITÉ LAVAL

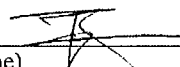
The Parties:

By:



Edwin Bourget
Vice-President for Research and Innovation


By :



(Name) Jasper Taylor

Director, Research Services

Intervention



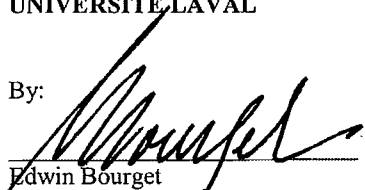
Thierry Rodon
Principal investigator

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IN WITNESS WHEREOF, The Parties have signed this agreement in Québec.

The Host Institution:
UNIVERSITÉ LAVAL


By:


Edwin Bourget
Vice-President for Research and Innovation

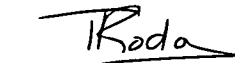
The Parties:

RDA FNQ + TS

By:


(Name) Chair.

Intervention


Thierry Rodon
Principal investigator

ENTENTE

Sur la gouvernance du Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods

ENTRE : l'Université Laval, une société privée dûment constituée en vertu d'un acte de l'Assemblée nationale, sanctionné le 8 décembre 1970 (S.Q. 1970, c. 78), dont la direction générale s'exerce à Québec, Province de Québec, représenté par Edwin Bourget, Vice-président à la recherche et à l'innovation, qui déclare qu'il est dûment autorisé à agir en tant que représentant de l'Université.

(Ci-après désigné « l'Institution hôte »)

ET : le ministre du Développement durable, de l'Environnement et de la Lutte contre les changements climatiques M. David Heurtel, pour et au nom du gouvernement du Québec, agissant par Mme Marie-Josée Lizotte, directrice générale de l'évaluation environnementale et stratégique, dûment autorisé en vertu du *Décret concernant les modalités de signature de certains documents du ministère de l'Environnement* (Décret 711-2002, 26 G.O. II 4157)

(Ci-après désignés individuellement comme la « Partie » et collectivement comme les « Parties »)

ATTENDU QUE les Parties souhaitent collaborer à la réalisation d'un projet de recherche conjoint intitulé le *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* (le Réseau de Connaissances) sous la direction scientifique de Thierry Rodon (chercheur principal), en unissant leurs connaissances, savoir-faire et technologies;

ATTENDU QUE les Parties s'entendent qu'une structure de gouvernance commune est nécessaire à la mise en œuvre du Réseau de Connaissances;

ATTENDU QUE les Parties souhaitent signer cette Entente afin de confirmer leur collaboration au sein de ce partenariat;

EN CONSÉQUENCE DE QUOI, à la lumière des conditions, engagements et ententes définis ci-dessus, il est convenu de ce qui suit :

Article 1 - DÉFINITIONS

- 1.1 « **Partenariat** » signifie seulement le projet de recherche intitulé le *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* et ne demeurera que pour la durée de cette Entente, sauf si elle est renouvelée.
- 1.2 « **Proposition** » signifie la demande de subvention soumise au Conseil de recherches en sciences humaines du Canada (CRSH) pour le programme de subvention de partenariat.
- 1.3 « **Membre** » signifie toute personne ou organisation qui participe à la demande de subvention soumise au CRSH ou qui est acceptée comme telle par le comité de direction.
- 1.4 « **Groupe régional** » signifie tous les membres du réseau appartenant à une des quatre régions: Canada, Pays nordiques, Mélanésie et Australie.
- 1.5 « **Propriété intellectuelle** » signifie toute information ou connaissance d'une nature industrielle, scientifique, technique, commerciale, littéraire, dramatique, artistique ou d'autre nature originale ou créative, qu'elle soit orale ou enregistrée, de toute forme ou médium et qu'elle soit sujette ou non à un droit d'auteur ou à toute autre forme de protection de marque, brevet, design industriel ou topographique; ceci inclus notamment tout travaux, inventions, designs, méthodes, processus, techniques, savoir-faire, démonstrations, modèles, prototypes, schémas, échantillons, données expérimentales ou d'essai, rapports, dessins, plans, spécifications, photographies, manuels ou tout autre document ou logiciel.
- 1.6 « **Propriété intellectuelle conjointe** » signifie la propriété intellectuelle résultant des efforts d'une ou des parties en vertu des dispositions de l'Entente.

Article 2 - OBJET DE L'ENTENTE

- 2.1 Cette preuve de partenariat vise à démontrer que les membres impliqués sont informés des objectifs et des orientations du projet intitulé le *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* (le Réseau de connaissances) soumis au Conseil de recherches en sciences humaines du Canada (CRSH) pour le programme de subvention de partenariat. Cette Entente confirme que les partenaires adhèrent aux objectifs et orientations du projet et qu'ils contribueront intellectuellement et, si possible, financièrement (en espèce ou en nature) au Réseau de connaissances.
- 2.2 Si le Réseau de connaissance est financé, les Parties s'entendent que des ententes spécifiques seront conclues en ce qui a trait aux aspects financiers, au rôle de chaque Partie et à la propriété intellectuelle.
- 2.3 Toutes les recherches impliquant des membres des communautés autochtones doivent être réalisées en accord avec la deuxième édition de l'Énoncé de politique des trois

Conseils et, en particulier, le chapitre 9 portant sur la recherche impliquant les Premières Nations, les Inuit et les Métis du Canada. Dans l'esprit de cette déclaration, les chercheurs et les collaborateurs doivent informer les autorités et les communautés autochtones de leurs travaux et doivent chercher, lorsque cela s'applique, à les impliquer dans la définition et la mise en œuvre de leurs travaux. Quand des protocoles de recherche existent pour des communautés autochtones, une entente additionnelle doit être établie entre les parties concernées.

- 2.4 Toute recherche conduite au Canada se conformera aux lois nationales et internationales.

Article 3 - LES ASSEMBLÉES RÉGIONALES

- 3.1 Le réseau est composé de quatre assemblées régionales : l'assemblée régionale canadienne, l'assemblée régionale des pays nordiques, l'assemblée régionale mélanésienne et l'assemblée régionale australienne.
- 3.2 Chaque assemblée régionale se rencontrera au moins une fois par an.
- 3.3 Chaque assemblée régionale est composée des partenaires, des collaborateurs, des chercheurs et des étudiants d'un des groupes régionaux. Chaque membre présent a droit à un vote; les organisations partenaires sont limitées à un vote par organisation.
- 3.4 Le quorum pour les assemblées consiste en un minimum de la moitié du nombre total de membres d'une région donnée. Les membres peuvent être présents en personne ou par téléphone, internet ou autre moyen de communication.
- 3.5 Les assemblées régionales traiteront des meilleurs moyens pour adapter les objectifs du projet et ses priorités aux besoins des partenaires et des membres.

Article 4 - PREMIÈRE ASSEMBLÉE RÉGIONALE

- 4.1 La première assemblée régionale de chaque groupe régional se tiendra dans les six premiers mois de la création du réseau, suivant la réception des fonds du CRSH.
- 4.2 Durant la première assemblée régionale de chaque groupe régional, les membres devront formuler des recommandations au comité directeur international sur les priorités de recherche, la programmation scientifique et les axes de travail.
- 4.3 Durant la première assemblée régionale de chaque groupe régional, les membres de chaque région devront nommer les membres qui les représenteront à leur comité directeur régional.
- a. L'assemblée régionale canadienne nommera 7 membres au comité directeur canadien : un étudiant, un chercheur et cinq partenaires.

- b. L'assemblée régionale des pays nordiques, l'assemblée régionale mélanésienne et l'assemblée régionale australienne nommeront, chacune, trois personnes : un chercheur, un étudiant et un partenaire.
- 4.4 Durant la première assemblée régionale de chaque groupe régional, les membres devront recommander au chercheur principal deux personnes, un chercheur et un représentant autochtone, n'étant pas membre du réseau de connaissances, pour siéger au comité scientifique.

Article 5 - LES COMITÉS DIRECTEURS RÉGIONAUX

- 5.1 Le réseau est composé de quatre comités directeurs régionaux : le comité directeur canadien, le comité directeur des pays nordiques, le comité directeur mélanésien et le comité directeur australien.
- 5.2 Chaque comité directeur est composé du chercheur principal et des membres nommés par leur assemblée régionale respective.
- a. Le comité directeur canadien est composé de 8 membres : un représentant des chercheurs, un représentant des étudiants, cinq représentants des partenaires et le chercheur principal.
 - b. Le comité directeur des pays nordiques, le comité directeur mélanésien et le comité directeur australien sont chacun composés de quatre membres : un représentant des chercheurs, un représentant des étudiants, un représentant des partenaires et le chercheur principal.
- 5.3 Chaque membre du comité directeur peut nommer un membre remplaçant, pouvant agir au nom du représentant si celui-ci est absent.
- 5.4 Le chercheur principal est le président de chacun des comités directeurs régionaux.
- 5.5 Les membres des comités directeurs régionaux y siégeront pour toute la durée du réseau de connaissances. Si un membre n'est plus capable d'y siéger, le président nommera son remplaçant, sujet à l'approbation par la majorité des membres du comité directeur régional.
- 5.6 Chaque comité directeur se rencontrera au moins deux fois par année : une rencontre aura lieu au même moment que l'assemblée régionale et la seconde rencontre aura lieu six mois plus tard.
- 5.7 Le quorum pour chaque comité directeur consiste en un minimum des deux tiers du nombre total de membres du comité. Les membres peuvent être présents en personne ou par téléphone, internet ou autre moyen de communication.
- 5.8 Les décisions sont prises à la majorité des votes. En cas d'égalité, le président a droit à un deuxième vote.
- 5.9 Chaque comité directeur régional révisera la programmation de recherche pour leur région et décidera de la distribution des fonds aux différents sous-projets régionaux. Chacun devra aussi approuver les états financiers annuels pour leur région.

5.10 Durant la première rencontre de chaque comité directeur régional, chaque comité nommera deux membres, un représentant des chercheurs et un représentant des partenaires, pour siéger au comité directeur international.

Article 6 - LE COMITÉ DIRECTEUR INTERNATIONAL

- 6.1 Le comité directeur international est composé du chercheur principal et de 8 membres nommés par les comités directeurs régionaux.
- 6.2 Chaque membre du comité directeur international peut nommer un membre remplaçant, pouvant agir au nom du représentant si celui-ci est absent.
- 6.3 Le chercheur principal est le président du comité directeur international.
- 6.4 Les membres du comité directeur international y siégeront pour toute la durée du réseau de connaissances. Si un membre n'est plus capable d'y siéger, le président nommera son remplaçant, sujet à l'approbation par la majorité des membres du comité directeur international.
- 6.5 Le comité directeur international se rencontrera au moins une fois par année.
- 6.6 Le quorum pour le comité directeur international consiste en un minimum des deux tiers du nombre total de membres du comité. Les membres peuvent être présents en personne ou par téléphone, internet ou autre moyen de communication.
- 6.7 Les décisions sont prises à la majorité des votes. En cas d'égalité, le président a droit à un deuxième vote.
- 6.8 Le comité directeur international devra réviser la programmation de recherche pour les activités internationales et décider de la distribution des fonds aux différents groupes régionaux.
- 6.9 Le comité directeur international devra aussi superviser les programmations de recherches régionales et l'octroi des fonds par les comités directeurs régionaux afin de s'assurer qu'ils rencontrent les objectifs globaux du réseau et qu'ils respectent les échéanciers et les exigences du CRSH.
- 6.10 Le comité directeur international devra approuver les états financiers consolidés.

Article 7 - LE COMITÉ SCIENTIFIQUE

- 7.1 Le comité scientifique est composé de 4 individus non membres du réseau : deux autochtones et deux chercheurs. Ils sont nommés par le chercheur principal, suivant les recommandations des assemblées régionales.
- 7.2 Un membre remplaçant sera également nommé pour chaque membre du comité. Ils sont nommés par le chercheur principal, suivant les recommandations des assemblées régionales.
- 7.3 Le président(e) du comité est choisi parmi les 4 personnes nommées au comité scientifique. Le président(e) est nommé par consensus.

- 7.4 Les membres du comité scientifique y siègeront pour toute la durée du réseau de connaissances. Si un membre n'est plus capable d'y siéger, le président nommera son remplaçant, sujet à l'approbation par la majorité des membres du comité.
- 7.5 Le comité scientifique se rencontrera au moins une fois par année.
- 7.6 Le quorum pour le comité scientifique consiste en, au moins, les trois-quarts du nombre total de membres du comité. Les membres peuvent être présents en personne ou par téléphone, internet ou autre moyen de communication.
- 7.7 Les décisions sont prises à la majorité des votes. En cas d'égalité, le président(e) a droit à un deuxième vote.
- 7.8 Le comité scientifique conseillera les comités directeurs régionaux, le comité directeur international et les membres du réseau sur la direction scientifique des projets et la valeur scientifique et le contenu des différents sous-projets.

Article 8 - MÉCANISMES DE RÉOLUTION DES CONFLITS

- 8.1 En cas de conflit au sein d'un comité directeur régional, le problème devra être mis à l'agenda de la prochaine rencontre du comité directeur international.
- 8.2 En cas de conflit au sein du comité directeur international ou dans le cas où le conflit au sein du comité directeur régional n'a pu être réglé durant la rencontre du comité directeur international, le comité directeur international créera un comité ad-hoc composé de quatre membres du réseau (le chercheur principal, un co-chercheur et deux partenaires). Si le comité ne parvient pas à une solution, le comité directeur ira chercher un médiateur externe au projet. Le comité directeur international devra s'entendre sur le choix du médiateur et ses coûts. Les frais seront couverts également par tous les Parties concernées.

Article 9 - NOUVEAUX MEMBRES

- 9.1 Durant le développement du projet, de nouveaux membres peuvent être invités. Un comité directeur régional devra faire la recommandation, auprès du comité directeur international, de l'addition d'un nouveau membre au réseau. La recommandation sera discutée pendant la prochaine rencontre du comité directeur international et devra être approuvée la majorité des membres. Une fois inclus dans le projet, les nouveaux membres seront soumis aux mêmes règles.
- 9.2 Suivant l'addition de nouveaux membres au sein d'un groupe régional donné, le comité directeur régional peut décider d'ajouter de nouveaux membres à son comité. Cette décision devra être approuvée par consensus.

Article 10 - ADMINISTRATION DE LA SUBVENTION DE PARTENARIAT

10.1 Les partenaires sont d'accord pour que l'Université Laval, en tant qu'institution hôte, administre la subvention obtenue du CRSH.

Article 11 - FIN ET AMENDEMENTS

11.1 Les partenaires ont le droit de mettre fin à cette Entente en tout temps, pour toute raison, après avoir donné un avis écrit de 60 jours à l'institution hôte et aux partenaires les avisant de son intention de mettre fin à l'Entente.

11.2 Cette Entente ne peut être amendée que par le consentement écrit mutuel des parties.

11.3 Cette Entente est sujette à une révision annuelle et peut être amendée, selon les besoins, suivant la volonté écrite des parties.

Article 12 - CONFIDENTIALITÉ

12.1 Toute information confidentielle relative aux affaires d'un des partenaires qui vient à la connaissance d'un autre partenaire doit être traitée comme confidentielle, durant et après la fin de l'Entente. L'institution hôte et les autres partenaires devront prendre les mesures nécessaires pour s'assurer que ces informations ne sont pas divulguées à d'autres individus et que le matériel, les enregistrements et les informations des partenaires, confiées au réseau, restent confidentiels.

12.2 L'institution hôte et les autres partenaires devront retourner tous les matériaux, enregistrements et informations aux Parties à qui ils appartiennent immédiatement après la fin de l'Entente.

Article 13 - PROPRIÉTÉ INTELLECTUELLE

13.1 Les Parties reconnaissent et s'entendent que par cette Entente, ils ne renoncent à aucun droit ou titre relativement à leur propriété intellectuelle.

13.2 Les Parties reconnaissent et s'entendent à ce que tout droit et titre relatif à de la propriété intellectuelle conjointe appartiendra de manière conjointe aux parties.

13.3 Les Parties s'entendent à négocier toute entente relative à la propriété intellectuelle ou à la propriété intellectuelle conjointe résultant des activités du réseau.

Article 14 - GÉNÉRAL

14.1 Cette Entente prendra effet dès la journée où la proposition aura été approuvée par le CRSH et expirera la journée où le financement prendra fin sauf si l'Entente a pris fin

plus tôt, conformément à cette Entente, ou qu'elle a été étendue suite à l'accord mutuel des parties et de l'institution hôte.

14.2 Aucune partie ne renoncera à ses droits ou à ses obligations, en tout ou en partie, par cette Entente sans l'accord écrit préalable des autres partenaires, dont l'approbation ne devra pas être indûment retenue ou retardée.

14.3 L'Entente constitue l'entente entière entre les Parties en ce qui a trait à la matière traitée ci-haut et remplace toute autre négociation, communication ou entente précédente, qu'elles aient été écrites ou orales, à moins qu'elles aient été incorporées en référence à l'Entente. Il n'y a pas d'autres modalités, conditions, déclarations, affirmations ou clauses imposées aux Parties que celles incluses dans la présente Entente.

14.4 Cette Entente doit être régie et interprétée conformément aux lois applicables au Nunavut et au Canada. En signant et en exécutant la présente Entente, chaque partie accepte, pour soi et en respect à sa propriété, la juridiction exclusive des tribunaux ayant cours dans leur province.

EN FOI DE QUOI, les parties ont signé cette entente au Québec.

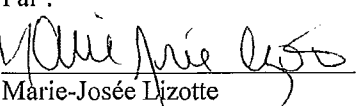
L'institution hôte
UNIVERSITÉ LAVAL

Les Parties:
Ministère du Développement durable, de
l'Environnement et de la Lutte contre les
changements climatiques

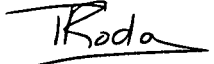
Par:


Edwin Bourget
Vice-Président à la recherche et à l'innovation

Par :


Marie-Josée Lizotte
Directrice générale de l'évaluation
environnementale et stratégique

Intervention


Thierry Rodon
Chercheur principal

AGREEMENT

On the governance of the Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods

BETWEEN: Université Laval, a private corporation duly incorporated under the provisions of an act of the National Assembly, sanctioned on December 8, 1970 (S.Q. 1970, c. 78), having its head office in Québec, Province of Québec, herein represented by Edwin Bourget, its Vice-President for Research and Innovation, who declares that he is duly authorized to act as representative of the University.

(Hereafter designated as the "Host Institution");

AND: The Government of Nunavut (as represented by the Minister of Economic Development & Transportation)

(Hereafter designated as the "GN");

(Hereafter designated individually a "Party" and collectively as the "Parties").

WHEREAS:

- A) the Parties wish to collaborate in the realization of a joint research project entitled the *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* (the MinErAL Network) under the scientific direction of Thierry Rodon (principal investigator), by uniting their knowledge, know-how, and technologies;
- B) the Parties agree that a common governance structure is necessary to the implementation of the *Knowledge Network*; and
- C) the Parties wish to enter into this agreement to confirm their collaboration in realizing the partnership;

THEREFORE, in light of the conditions, commitments and agreements set forth herein, the Parties agree to the following:

Article 1 - DEFINITIONS

- 1.1 **"Partnership"** shall only mean the research project entitled *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihood* and will last only for the duration of this Agreement, unless renewed
- 1.2 **"Proposal"** shall mean the application submitted to the Social Sciences and humanities Research Council of Canada (SSHRC) under the Partnership Grant Program.
- 1.3 **"Member"** shall mean any person or organization who participated in the project application submitted to the SSHRC or who was accepted as a member by the international steering committee.
- 1.4 **"Regional hub"** shall mean all the network members of each of the four regions: Canada, Nordic countries, Melanesia or Australia.

- 1.5 **“Intellectual Property”** means any information or knowledge of an industrial, scientific, technical, commercial, literary, dramatic, artistic or otherwise original or creative nature, whether oral or recorded in any form or medium and whether or not subject to copyright or other protection of trade-mark, patent, industrial design or topography; this includes but is not limited to any works or other subject matter, inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, and any software;
- 1.6 **“Joint Intellectual Property”** means Intellectual Property made and/or conceived as a result of the efforts of either or both of the Parties in furtherance of the terms of this Agreement.

Article 2 - OBJECT

- 2.1 The Parties agree that this Agreement establishes the objectives and orientations of the project entitled Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods (“the MinErAL Network”) submitted to the Social Sciences and Humanities Research Council of Canada for a partnership grant. The Parties will adhere to these objectives and orientations. The Parties will contribute intellectually and, where possible, financially (species and/or in nature) to the MinErAL Network.
- 2.2 If the MinErAL Network is funded, the parties agree that specific agreements will be reached regarding financial aspects, the respective role of each party, as well as intellectual property rights.
- 2.3 All research involving Aboriginal Peoples must be undertaken in accordance with the second edition of the *Tri-Council Policy Statement: Ethical Conduct for Research Involving Humans*, and, in particular, Chapter 9: Research Involving the First Nations, Inuit and Métis Peoples of Canada. In the spirit of this Policy Statement, researchers and collaborators undertake to inform the authorities and the indigenous communities of their work and to seek, wherever relevant, their participation in their definition and implementation. When research protocols from Aboriginal bodies exist and are applied, an additional agreement is reached between the parties concerned.
- 2.4 All research conducted in Canada will conform to international and domestic laws,

Article 3 - THE REGIONAL ASSEMBLIES

- 3.1 The Network is composed of four regional assemblies: the Canadian regional assembly, the Nordic Countries’ regional assembly, the Melanesian regional assembly and the Australian regional assembly.
- 3.2 Each regional assembly will meet at least once a year.
- 3.3 Each regional assembly is composed of the network’ regional members: the partners, collaborators, researchers and students. Each member present will have one vote and partners will be limited to one vote per organization.

- 3.4 The quorum for the assemblies consists of at least half of the total number of members of a given region. Members may be present either in person or by other communication means (phone, internet)
- 3.5 The regional assemblies will discuss how to better adapt the project objectives and priorities to the research needs of the partners of each region.

Article 4 - FIRST REGIONAL ASSEMBLIES

- 4.1 The first regional assembly of each regional hub will be held in the first six months of the creation of the network, following the reception of the grant,
- 4.2 During the first regional assembly of each regional hub, the members will make recommendations to the international steering committee on the research priorities, the scientific program and the work packages.
- 4.3 During the first regional assembly of each regional hub, the members of a given region will appoint their representatives to their respective regional steering committees.
 - a. The Canadian regional assembly will appoint 7 members to the Canadian steering committee: one student, one researcher and five partners.
 - b. The Nordic Countries' regional assembly, the Melanesian regional assembly and the Australian regional assembly will, each one, appoint three persons to their regional steering committee: one researcher, one student and one partner.
- 4.4 During the first regional assembly of each regional hub, the members will recommend, to the Principal Investigator, two persons, one researcher and one indigenous representative, from outside of the network to sit on the scientific committee.

Article 5 - THE REGIONAL STEERING COMMITTEES

- 5.1 The network is composed of four regional steering committees: the Canadian steering committee, the Nordic Countries' steering committee, the Melanesian steering committee and the Australian steering committee.
- 5.2 Each steering committee is composed of the Principal Investigator and the members appointed by their respective regional assembly.
 - a. The Canadian steering committee is composed of 8 members: one researcher representative, one student representative, 5 partner representatives and the Principal Investigator.
 - b. The Nordic Countries steering committee, the Melanesian steering committee and the Australian steering committee are each composed of four members: one researcher representative, one student representative, one partner representative and the principal investigator.
- 5.3 Each member of the regional steering committees may appoint an alternate member, who can act on the representative's behalf in their absence.
- 5.4 The Principal Investigator will act as chair of each regional steering committee.
- 5.5 The members of the regional steering committees will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the regional steering committee' members.

- 5.6 Each regional steering committee will meet at least twice a year: one meeting being held at the same time as their respective regional assembly and the second meeting being held six months later.
- 5.7 The quorum for each regional steering committee consists of at least two-thirds of the total number of the regional steering committee' members. Members may be present either in person or by other communication means (phone, internet)
- 5.8 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 5.9 Each regional steering committee will review the research agenda for their region and decide of the distribution of the funds to the different regional sub-projects. They will also approve the annual financial statements for their region.
- 5.10 During the first meeting of each regional steering committee, each committee will appoint two members, one representative of the researchers and one representative of the partners, to the international steering committee.

Article 6 - THE INTERNATIONAL STEERING COMMITTEE

- 6.1 The international steering committee is composed of the principal investigator and 8 members, appointed by the regional steering committees.
- 6.2 Each member of the international steering committee may appoint an alternate member, who can act on the representative's behalf in their absence.
- 6.3 The Principal Investigator will act as chair of the international steering committee.
- 6.4 The members of the international steering committee will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the steering committee' members.
- 6.5 The international steering committee will meet at least once a year.
- 6.6 The quorum for the international steering committee consists of at least two-thirds of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 6.7 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 6.8 The international steering committee will review the research agenda for international activities and decide of the distribution of the funds to the different regional hubs.
- 6.9 The international steering committee will also oversee the agenda of the regional steering committees and their funds in order to make sure that they meet the global goals and objectives of the Network and respect the timelines and the SSHRC requirements
- 6.10 The international steering committee will have to approve the consolidated financial statement.

Article 7 - SCIENTIFIC COMMITTEE

- 7.1 The scientific committee is composed of 4 individuals exterior to the network: two indigenous representatives and two researchers. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.2 An alternate is named for each person appointed. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.3 The chair is chosen amongst the 4 persons appointed to the scientific committee. He/She is appointed by consensus between scientific committee members.

- 7.4 The individuals appointed to the scientific committee will normally sit for the full duration of the network. If someone is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the scientific committee.
- 7.5 The scientific committee will meet at least once a year.
- 7.6 The quorum for the scientific committee consists of at least three-quarter of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 7.7 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 7.8 The scientific committee will provide advice on the scientific direction of the projects and the scientific value and content of the different sub-projects.

Article 8 - CONFLICT RESOLUTION MECHANISMS

- 8.1 In case of conflict in a regional steering committee, the problem will be brought to the agenda of the next meeting of the International steering committee.
- 8.2 In case of conflict in the international steering committee or in case a conflict in a regional steering committee could not be resolved during the international steering committee meeting, the international steering committee will create an ad-hoc committee composed of four network members (the principal investigator, one co-researcher and two partners). If a solution cannot be reached, the steering committee will seek a mediator from outside the project. The international steering committee will have to agree on the choice of the mediator and its fees. The fees will be covered equally by the Parties concerned.

Article 9 - NEW MEMBERS

- 9.1 During the course of the project, new members may be invited. A regional steering committee can make a recommendation to the international committee on the addition of a new member to the network. The recommendation will be discussed during the next meeting of the international steering committee and will have to be approved by a majority of the committee' members. Once included in the project, the new members will be subject to the same rules.
- 9.2 Following the additions of new members to a regional hub, the regional steering committee can add new member to its committee. This decision will have to be approved by a consensus of the regional steering committee' members.

Article 10 - ADMINISTRATION OF THE PARTNERSHIP GRANT

- 10.1 The partners agree that Université Laval, as the host institution, administers the grant obtained from SSHRC.

Article 11 - TERMINATION AND AMENDMENT

- 11.1 The GN reserves the right to terminate this Agreement at any time prior to the end of the term of the Agreement, for any reason, upon giving sixty (60) days' written notice to the Host Institution and the other partners of its intent to terminate the Agreement.

- 11.2 This Agreement shall only be amended by the mutual consent of the Parties executed in writing.
- 11.3 This Agreement is subject to annual review and can be amended as needed to accommodate required changes upon agreement of the Parties executed in writing.

Article 12 – CONFIDENTIALITY

- 12.1 Any information confidential to the affairs of the GN to which the other partners or becomes privy shall be treated as confidential during, as well as after the expiry of, this Agreement. The Host Institution and the other partners shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all materials, records and information that are the property of the GN and in the possession of, or under the control of, the Host Institution and the other partners.
- 12.2 The Host Institution and the other partners shall return all such material, records and information to the GN immediately upon completion or early termination of this Agreement.

Article 13 – INTELLECTUAL PROPERTY

- 13.1 The Parties acknowledge and agree that this Agreement does not forfeit their rights and title to their respective Intellectual Property.
- 13.2 The Parties acknowledge and agree that all rights and title to Joint Intellectual Property will belong jointly to the Parties.
- 13.3 The Parties agree to negotiate any agreement related to Joint Intellectual Property resulting from the Network activity.

Article 14 – GENERAL

- 14.1 This Agreement shall come into effect on the day the proposal gets its approval by SSHRC and shall expire on the day the funding from SSHRC ends unless terminated earlier in accordance with this Agreement or unless otherwise extended upon the mutual approval of the GN and the Host Institution/the other partners.
- 14.2 Neither Party shall assign its rights or obligations under this Agreement in whole or in part without prior written approval of the other partners, which approval shall not be unreasonably withheld or delayed.
- 14.3 The Parties agree that the researchers and other individuals associated with the Host Institution and other partners shall not represent themselves to be agents or representatives of the GN. The Parties agree that the researchers and other individuals associated with the Host Institution and other partners shall not speak on behalf of the GN.

- 14.4 Nothing in this Agreement shall be deemed to constitute a legal partnership or joint venture between the Parties and other partners of the Knowledge Network or constitute any Party to be the agent of the other Party for any purpose.
- 14.5 The GN's support for the proposal notwithstanding, any primary field research activities to be conducted in Nunavut through the Network will be subject to the Nunavut *Territorial Scientists Act*, including the licensing and reporting obligations. The GN expects that the Network investigators will secure necessary licenses for planned field research in Nunavut before the research activities commence. The GN's commitment of in-kind support for Network activities is contingent upon the Network complying fully with the Nunavut *Territorial Scientists Act*, including the annual license renewal and reporting requirement described therein.
- 14.6 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous negotiations, communications and other agreements, whether written or oral, with respect to the subject matter hereof, unless they are incorporated by reference in the Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties with respect to the subject matter hereof other than those contained in the Agreement.
- 14.6 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Nunavut and the laws of Canada applicable therein. By execution and delivery of this Agreement, each Party accepts for itself and in respect of its property, generally, and unconditionally, the exclusive jurisdiction of the courts having jurisdiction in that Province.

IN WITNESS WHEREOF, The Parties have signed this agreement in Québec and Nunavut.

The Host Institution:
UNIVERSITÉ LAVAL

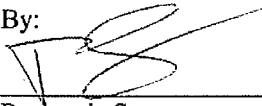
The Parties:
The Government of Nunavut

By:



Edwin Bourget
Vice-President for Research and Innovation

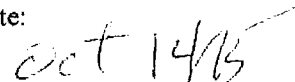
By:




Pauloosie Suvega
Deputy Minister, Department of Economic
Development and Transportation

Date:

Date:



Intervention



Thierry Rodon
Principal investigator

Date:

AGREEMENT

On the governance of the Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods

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(Hereafter designated as the "Host Institution");

AND: The Nunatsiavut Government

(Hereafter designated individually a "Party" and collectively as the "Parties").

WHEREAS:

- A) the Parties wish to collaborate in the realization of a joint research project entitled the *Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods* (the MinErAL Network) under the scientific direction of Thierry Rodon (principal investigator), by uniting their knowledge, know-how, and technologies;
- B) the Parties agree that a common governance structure is necessary to the implementation of the *Knowledge Network*;
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creative nature, whether oral or recorded in any form or medium and whether or not subject to copyright or other protection of trade-mark, patent, industrial design or topography; this includes but is not limited to any works or other subject matter, inventions, designs, methods, processes, techniques, know-how, show-how, models, prototypes, patterns, samples, schematics, experimental or test data, reports, drawings, plans, specifications, photographs, manuals and any other documents, and any software;

- 1.6 **“Joint Intellectual Property”** means Intellectual Property made and/or conceived as a result of the efforts of either or both of the Parties in furtherance of the terms of this Agreement.

Article 2 - OBJECT

- 2.1 The Parties agree that this Agreement establishes the objectives and orientations of the project entitled Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods (“the MinErAL Network”) submitted to the Social Sciences and Humanities Research Council of Canada for a partnership grant. The Parties will adhere to these objectives and orientations. The Parties will contribute intellectually and, where possible, financially (species and/or in nature) to the MinErAL Network.
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- 2.4 All research conducted in Canada will conform to the international and domestic laws.

Article 3 - THE REGIONAL ASSEMBLIES

- 3.1 The Network is composed of four regional assemblies: the Canadian regional assembly, the Nordic Countries’ regional assembly, the Melanesian regional assembly and the Australian regional assembly.
- 3.2 Each regional assembly will manage its list of members for the Network and will meet at least once a year.
- 3.3 Each regional assembly is composed of the network’s regional members: the partners, collaborators, researchers and students. Each member present will have one vote and partners will be limited to one vote per organization.

- 3.4 The quorum for the assemblies consists of at least half of the total number of members of a given region. Members may be present either in person or by other communication means (phone, internet)
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Article 4 - FIRST REGIONAL ASSEMBLIES

- 4.1 The first regional assembly of each regional hub will be held in the first six months of the creation of the network, following the reception of the grant.
- 4.2 During the first regional assembly of each regional hub, the members will make recommendations to the International Steering Committee on the research priorities, the scientific program and the work packages.
- 4.3 During the first regional assembly of each regional hub, the members of a given region will appoint their representatives to their respective regional committees.
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- 5.1 The Network is composed of four regional committees: the Canadian committee, the Nordic Countries' committee, the Melanesian committee and the Australian committee.
- 5.2 Each regional committee is composed of the Principal Investigator and the members appointed by their respective regional assembly.
 - a. The Canadian committee is composed of 8 members: one researcher representative, one student representative, 5 partner representatives and the Principal Investigator.
 - b. The Nordic Countries committee, the Melanesian committee and the Australian committee are each composed of four members: one researcher representative, one student representative, one partner representative and the principal investigator.
- 5.3 Each member of the regional committees may appoint an alternate member, who can act on the representative's behalf in their absence.
- 5.4 The Principal Investigator will act as chair of each regional committee.
- 5.5 The members of the regional committees will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the regional committee' members.
- 5.6 Each regional committee will meet at least twice a year: one meeting being held at the same time as their respective regional assembly and the second meeting being held six months later.

- 5.7 The quorum for each regional committee consists of at least two-thirds of the total number of the regional committee' members. Members may be present either in person or by other communication means (phone, internet)
- 5.8 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 5.9 Each regional committee will review the research agenda for their region and approve the different regional sub-projects.
- 5.10 During the first meeting of each regional committee, each committee will appoint two members, one representative of the researchers and one representative of the partners, to the international Steering Committee.

Article 6 - THE INTERNATIONAL STEERING COMMITTEE

- 6.1 The International Steering Committee is composed of the principal investigator and 8 members, appointed by the regional committees.
- 6.2 Each member of the international steering committee may appoint an alternate member, who can act on the representative's behalf in their absence.
- 6.3 The Principal Investigator will act as chair of the international steering committee.
- 6.4 The members of the international steering committee will normally sit for the full duration of the network. If a member is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the steering committee' members.
- 6.5 The international steering committee will meet at least once a year.
- 6.6 The quorum for the international steering committee consists of at least two-thirds of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 6.7 The decisions are taken by a majority vote. In case of ties, the chair may provide a second vote.
- 6.8 The international steering committee will review the general research agenda and decide of the distribution of the funds to the different regional hubs based on this research agenda.
- 6.9 The international steering committee will also oversee the agenda of the regional committees in order to make sure that they meet the global goals and objectives of the Network and respect the timelines and the SSHRC requirements
- 6.10 The international steering committee will have to approve the consolidated financial statement.

Article 7 - SCIENTIFIC COMMITTEE

- 7.1 The scientific committee is composed of 4 individuals exterior to the network: two indigenous representatives and two researchers. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.2 An alternate is named for each person appointed. They are appointed by the Principal Investigator, on recommendation of the regional assemblies.
- 7.3 The chair is chosen amongst the 4 persons appointed to the scientific committee. He/She is appointed by consensus between scientific committee members.
- 7.4 The individuals appointed to the scientific committee will normally sit for the full duration of the network. If someone is no longer able to sit, the chair will name a replacement, subject to the approval by the majority of the scientific committee.
- 7.5 The scientific committee will meet at least once a year.

- 7.6 The quorum for the scientific committee consists of at least three-quarter of its total number of members. Members may be present either in person or by other communication means (phone, internet).
- 7.7 The decisions are taken at a majority of vote. In case of ties, the chair can provide a second vote.
- 7.8 The scientific committee will provide advice on the scientific direction of the projects and the scientific value and content of the different sub-projects.

Article 8 - CONFLICT RESOLUTION MECHANISMS

- 8.1 In case of conflict in a regional committee, the problem will be brought to the agenda of the next meeting of the International steering committee.
- 8.2 In case of conflict in the international steering committee or in case a conflict in a regional committee could not be resolved during the international steering committee meeting, the international steering committee will create an ad-hoc committee composed of four network members (the principal investigator, one co-researcher and two partners). If a solution cannot be reached, the steering committee will seek a mediator from outside the project. The international steering committee will have to agree on the choice of the mediator and its fees. The fees will be covered equally by the parties concerned.

Article 9 - NEW MEMBERS

- 9.1 During the course of the project, new members may be invited. A regional committee can make a recommendation to the international committee on the addition of a new member to the network. The recommendation will be discussed during the next meeting of the international steering committee and will have to be approved by a majority of the committee' members. Once included in the project, the new members will be subject to the same rules.
- 9.2 Following the additions of new members to a regional hub, the regional committee can add new member to its committee. This decision will have to be approved by a consensus of the regional committee' members.

Article 10 - ADMINISTRATION OF THE PARTNERSHIP GRANT

- 10.1 The partners agree that Université Laval, as the host institution, administers the grant obtained from SSHRC.

Article 11 - TERMINATION AND AMENDMENT

- 11.1 The partners have the right to terminate this Agreement at any time prior to the end of the term of the Agreement, for any reason, upon giving sixty (60) days' written notice to the Host Institution and the other partners of its intent to terminate the Agreement.
- 11.2 This Agreement shall only be amended by the mutual consent of the Parties executed in writing.

- 11.3 This Agreement is subject to annual review and can be amended as needed to accommodate required changes upon agreement of the Parties executed in writing.

Article 12 – CONFIDENTIALITY

- 12.1 Any information confidential to the affairs of a partner to which the other partners or becomes privy shall be treated as confidential during, as well as after the expiry of, this Agreement. The Host Institution and the other partners shall take such steps as are necessary to ensure that any such information is not disclosed to any other person and shall maintain confidential and secure all materials, records and information that are the property of the parties and in the possession of, or under the control of, the Host Institution and the other partners.
- 12.2 The Host Institution and the other partners shall return all such material, records and information to the parties immediately upon completion or early termination of this Agreement.

Article 13 – INTELLECTUAL PROPERTY

- 13.1 The Parties acknowledge and agree that this Agreement does not forfeit their rights and title to their respective Intellectual Property.
- 13.2 The Parties acknowledge and agree that all rights and title to Joint Intellectual Property will belong jointly to the Parties.
- 13.3 The Parties agree to negotiate any agreement related to Intellectual Property or Joint Intellectual Property resulting from the network activity.

Article 14 – GENERAL

- 14.1 This Agreement shall come into effect on the day the proposal gets its approval by SSHRC and shall expire on the day the funding from SSHRC ends unless terminated earlier in accordance with this Agreement or unless otherwise extended upon the mutual approval of the partners and the Host Institution.
- 14.2 Neither Party shall assign its rights or obligations under this Agreement in whole or in part without prior written approval of the other partners, which approval shall not be unreasonably withheld or delayed.
- 14.3 The Agreement constitutes the entire agreement between the Parties with respect to the subject matter hereof, and supersedes all previous negotiations, communications and other agreements, whether written or oral, with respect to the subject matter hereof, unless they are incorporated by reference in the Agreement. There are no terms, covenants, representations, statements or conditions binding on the Parties with respect to the subject matter hereof other than those contained in the Agreement.
- 14.4 This Agreement shall be governed by and interpreted and enforced in accordance with the laws of Nunavut and the laws of Canada applicable therein. By execution

and delivery of this Agreement, each Party accepts for itself and in respect of its property, generally, and unconditionally, the exclusive jurisdiction of the courts having jurisdiction in that Province.

IN WITNESS WHEREOF, The Parties have signed this agreement in Québec.

The Host Institution:
UNIVERSITÉ LAVAL

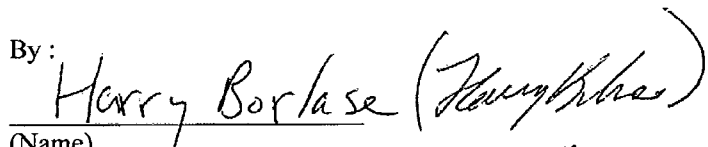
The Parties:

By:



Edwin Bourget
Vice-President for Research and Innovation

By:

(Name)


Harry Borlase (Harry Borlase)
Director of Non-Renewable Resources
Munet'siaut Government

Intervention


Thierry Rodon
Principal investigator

LETTER OF UNDERSTANDING

BETWEEN:

1. Université Laval (Host Institution) 2325, rue de l'Université, Québec G1V 0A6
Canada

Contact person: Edwin Bourget, Vice-President for Research and Innovation.

2. Umeå University (partner), 901 87 Umeå, Sweden

Contact person: Peter Sköld, Director at Arctic Research Centre at Umeå University
email: peter.skold@umu.se phone: +46 90 786 63 47

Individually and collectively referred to as the '*Party*' or '*Parties*', respectively.

WHEREAS Université Laval together with Umeå University and some other partners will submit a proposal for a project entitled "*Knowledge Network on Mining Encounters and Indigenous Sustainable Livelihoods (the MinErAL Network)*" to the Social Sciences and humanities Research Council of Canada (SSHRC) under the Partnership Grant Program, with submission deadline on 2nd November 2015.

WHEREAS the Parties wish to express their intention to actively participate in the MinErAL Network, and to set out the conditions that will apply to the collaborative work of the Parties if the project is funded by SSHRC.

WHEREAS the Parties will supply each other with necessary information as the Parties deems appropriate and desirable, and wish to express their intention to implement the project in case of an acceptance of the proposal by the SSHRC.

WHEREAS Umeå University has read the project proposal and agree in principle with its goals and objectives.

THE FOLLOWING HAS BEEN AGREED

1. PROPOSAL PREPARATION

- 1.1. Each Party will perform and complete their share of work with due care, efficiency and diligence, in accordance with the best professional practices as well as internationally accepted quality standards. The Parties will also guarantee to use reasonable efforts to contribute in writing a competitive proposal.
- 1.2. As a consequence, each Party will actively contribute to the project proposal by participating in the preparation of the project proposal: to deliver the needed information – technical, budget, etc. The Parties are however not bound to share information with each other that is not related with the project purpose or scope.

Individual Party contribution will be at each Party's sole risk and expense. Each Party will bear its own costs involved in the preparation of the proposal, if nothing else is specifically agreed between the Parties. In particular, this includes expenses for travelling, investigation, consulting, planning, etc. Each Party is fully aware of

that this Letter of Understanding does not oblige any Party to make own financial contributions to the project if the project is approved for funding.

- 1.3. Umeå University agrees to support and assist the Host Institution and the Principal Investigator, Thierry Rodon, in finalising the proposal, and make reasonable efforts to facilitate the submitting of the proposal in due time to the SSHRC.
- 1.4. The Host Institution shall make available to Umeå University a copy of all significant letters, e-mails, faxes and documents relating to the proposal, sent to or received from the SSHRC before the submission of the proposal.

2. FUNDING OF THE PROJECT BY THE SSHRC

- 2.1. If the proposal is approved for funding by the SSHRC the Parties agree to use their best efforts to negotiate in good faith a Cooperation Agreement which will include regulation such as, but not limited to, the role of each Party, governance structure, liability, financial provisions, ownership of results and background, access rights and rules about dissemination.
- 2.2. If the proposal is approved for funding Umeå University will use reasonable efforts to participate in the implementation of the project.

3. TERM OF THE LETTER OF UNDERSTANDING

- 3.1. This Letter of Understanding will come into force as of the date of its signature by the Parties, and shall remain in full force and effect until:
 - the rejection of the proposal; or
 - the signature of a Cooperation Agreement,whichever occurs first.

4. GENERAL PROVISIONS

- 4.1. No Party, shall be responsible to another Party for any indirect or consequential loss or damages such as but not limited to, loss of profit, loss of revenue, loss of contract or loss of goodwill, provided such damage was not caused by a wilful act.
- 4.2. Nothing in this Letter of Understanding shall constitute or be deemed to constitute either a formal business organisation, or a legal entity, or a partnership or agency between the Parties.
- 4.3. No amendment or modification of this Letter of Understanding shall be effective unless made in writing and signed on behalf of the Parties by their respective duly authorised representative(s).
- 4.4. Nothing in this Letter of Understanding shall be deemed to require a Party to breach any mandatory statutory law under which the Party is operating.

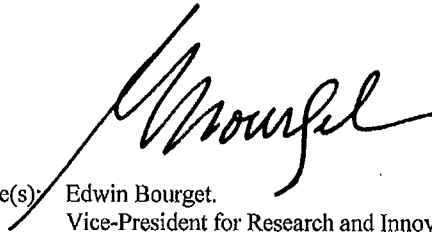
5. SIGNATURES

This Letter of Understanding is duly signed by each Party's authorised representatives in two (2) originals, one for each Party.

21 October 2015

Université Laval

Signature(s):



Authorised representative(s): Edwin Bourget.
Title(s): Vice-President for Research and Innovation.

Date:

Umeå University


Signature(s):



Authorised representative(s): Peter Sköld
Title(s): Director at Arctic Research Centre at Umeå University

Date: 26 October 2015

Intervention



Thierry Rodon
Principal investigator

Date:

