

En'owkin Affiliation Agreement

UBC through its vision document TREK 2010 and UBCO through its Academic Plan have articulated a commitment to building stronger relationships with First Nations and other aboriginal peoples. The goals are to dramatically increase the number of aboriginal students in all disciplines, to create and expand programs in indigenous studies, to increase awareness of indigenous peoples' culture, spirituality and understanding of the world and, as appropriate, partner with indigenous people in social science and science research.

To be successful in reaching these goals it will be necessary to form meaningful partnerships with representative groups of indigenous people. These should be partnerships of equals, where each of the partners brings something of value to the partnership.

We have begun this process in the Okanagan by signing an MOU with the Okanagan Nation Alliance (ONA) and an MOU with the En'owkin Center.

The ONA represents the seven (7) bands in the Okanagan-Similkameen. The ONA created the En'owkin Centre in Penticton as the physical space in which they could focus their interests in post-secondary education, Okanagan language and culture. UBCO wishes to continue and expand the programs first developed between OUC and En'owkin. This affiliation agreement was developed in consultation with En'owkin representatives; UBCO faculty and staff, the Dean of Creative and Critical Studies, the Dean of the Barber School and the UBC Legal office.

The affiliation agreement sets out the general principles that will guide the development of new education and research programs. These programs will be brought to Senate for approval.

THIS MEMORANDUM OF AFFILIATION

BETWEEN

THE UNIVERSITY OF BRITISH COLUMBIA

Student Services Centre, 102F - 3333 University Way, Kelowna, BC V1V 1V7

Hereinafter referred to as "UBC"

AND

OKANAGAN INDIAN EDUCATIONAL RESOURCES SOCIETY

RR2, S50, C8, Lot 45 Green Mt Rd, Penticton, BC, V2A 6J7

Hereinafter referred to as the "En'owkin Centre"

WHEREAS:

- A. The En'owkin Centre is an Indigenous cultural, educational, ecological and creative arts post-secondary institution affiliated with the Okanagan Nation that practices and implements Indigenous knowledge and systems.
- B. UBC is a post-secondary institution with a campus in the Okanagan region. UBC is interested in fostering research and educational opportunities with Indigenous Peoples and in attracting Indigenous students.
- C. The parties wish to develop and formalize an affiliation that will facilitate cooperation in the creation of research and educational programs in the Okanagan region that build upon their respective strengths.

THEREFORE the parties agree with each other as follows:

Purpose

- 1. The purpose of this Memorandum of Affiliation is to formalise, expand and enhance the working relationship between the parties, and to set forth the principles, objectives and process for the planning and development of specific educational and research programs that capitalize on the respective strengths of the parties. This Memorandum of Affiliation is restricted to the operations of UBC's Okanagan campus.

Benefits

- 2. It is acknowledged that an affiliation between the parties will benefit both institutions, in that:

- UBC will benefit from increased interaction with members of the Okanagan Nation.
- The En'owkin Centre's students will benefit from enhanced opportunities for laddering and integration into the UBC system.
- UBC will be able to attract more Indigenous students to its programs consistent with its goals outlined in the UBC Okanagan Campus Academic Plan.
- Both parties may enhance their ability to access external funding opportunities.

Development Committee

3. The En'owkin Centre and UBC will create a committee (the "Development Committee"). The Development Committee will be composed of three representatives appointed by UBC and three representatives appointed by the En'owkin Centre. UBC and the En'owkin Centre shall each appoint one of its representatives to act as Co-Chair. UBC and the En'owkin Centre may each appoint one single alternate representative who shall be entitled to attend and vote at Development Committee meetings in the place of any representative of a party when any one or more of the representatives of that party cannot attend a particular meeting. The UBC representatives will be appointed by the Deputy Vice Chancellor of UBC Okanagan Campus. En'owkin Centre representatives will be appointed by the Executive Director of En'owkin Centre. At the commencement of this Memorandum of Affiliation, each party will advise the other party of its appointees in writing. Each party may change its appointees from time to time by advising the other party in writing.

4. The objective of the Development Committee will be to make recommendations on areas of cooperation between the En'owkin Centre and UBC. It is hoped through such cooperation that:

- UBC may gain access (as more particularly agreed upon) to the En'owkin Centre's expertise in Indigenous learning systems, knowledge and its curriculum materials.
- The En'owkin Centre may gain access (as more particularly agreed upon) to UBC's expertise in teaching and research and its curriculum materials.

Possible areas of cooperation may include, but are not limited to:

- facilitating the transfer, cross-listing and/or cooperative offering of course credits between the institutions;
- the co-ordination of complementary programs to permit the En'owkin Centre's students to ladder into UBC programs;

5. The Development Committee will meet on a schedule determined by the Development Committee. Meetings will alternately be hosted by the En'owkin Centre and UBC. The Co-Chair appointed by a party will be responsible for chairing meetings hosted by that party. Where desirable, meetings via phone conference will be permitted. Each party will be responsible for its own costs. The hosting party will be responsible for the cost of providing meetings rooms.

6. All decisions of the Development Committee shall be made by consensus at a meeting of the Development Committee where a quorum is present. Each representative present, including Co-Chairs, are entitled to one vote. Quorum will consist of 2 representatives from each of UBC and the En'owkin Centre.

7. The procedures of the Development Committee will be determined and recorded in writing at its initial meeting. The procedures shall require that a written record of all minutes be maintained for the guidance of subsequent members of the Development Committee.

Implementation Memorandums

8. When the Development Committee has agreed upon a recommendation to implement a program it will jointly prepare its recommendations in writing and submit them to the Deputy Vice Chancellor of UBC and the Executive Director of the En'owkin Centre. UBC and the En'owkin Centre will each consider the recommendation and, if it is accepted by both, attempt to negotiate and execute a memorandum (the "Implementation Memorandum") outlining the specific responsibilities of each party with respect to that program.

9. The parties acknowledge that this Memorandum of Affiliation, and any Implementation Memorandum or program proposed by the parties, is subject to the review and approval of the Senate and/or the Board of Governors of UBC, as required by the University Act, and the Board of Directors of the En'owkin Centre, and that neither this Memorandum of Affiliation nor any Implementation Memorandum will be effective unless signed by authorized signatories of the parties.

10. Upon execution of the Memorandum of Affiliation, UBC and the En'owkin Centre will each appoint a person who is responsible for carrying out the terms of the Implementation Memorandum.

General Principles

11. UBC and the En'owkin Centre acknowledge that this Affiliation is based upon the following principles and that any Implementation Memorandum will reflect these principles:

- recognition of the autonomy of the En'owkin Centre, its mission, and its academic responsibilities;
- recognition of the autonomy of UBC, its mission and its academic responsibilities;
- respect for the people of the Okanagan Nation, and their interest, in the protection and enhancement of their culture and language;
- recognition that the En'owkin Centre maintains ownership over all cultural material for which it has intellectual property rights;
- recognition that any intellectual property rights created through collaboration should reflect the respective contributions of the parties;

This Memorandum not Legally Binding

12. This Memorandum of Affiliation is not meant to be a legally binding agreement, and will not be interpreted as waiving, creating, recognizing, denying or amending any legally enforceable rights or interests of the parties. For greater certainty, it does not affect the legal rights or obligations that either party may possess.

Relationship not Exclusive

13. Nothing in this Memorandum of Affiliation will be construed as preventing the En'owkin Centre from entering into other memoranda or relationships with other universities or educational institutions.

14. Nothing in this Memorandum of Affiliation will be construed as preventing UBC from entering into other memoranda or relationships with other educational institutions, other Indigenous Peoples, or organisations that promote the interests of Indigenous Peoples.

Termination

15. Either party may terminate this Memorandum of Affiliation by providing 60 days written notice to the other party. Notwithstanding such notice, this Memorandum of Affiliation will remain in effect for any course that is in progress on the date the notice is given until such time as that course is completed.

Trademarks

16. The parties acknowledge that each of them has a proprietary interest in their respective names as well as their trademarked crests and logos ("Trademarks") and each

party agrees not to use another party's Trademarks without the prior written consent of that party for each and every example of usage.

General Provisions

17. Nothing contained in this Memorandum of Affiliation will be construed or deemed to authorize one party to act as agent for the other, and neither party will contract, agree or make any commitment, representation or warranty which binds the other party, or otherwise do any act in the name of, or purport to act on behalf of, the other party.

18. Any modification to this Memorandum of Affiliation must be made in writing by the authorized signatories of the parties.

19. The headings appearing in this Memorandum of Affiliation have been inserted for reference and as a matter of convenience and in no way define, limit or enlarge the scope of any provision of this Memorandum.

20. Subject to the existing Memorandum of Agreement between the En'owkin Centre and UBC dated September 2005, this Memorandum of Affiliation constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions, whether oral or written, of the parties.

Commencement

21. Notwithstanding the date of execution of this Memorandum of Affiliation, its date of commencement shall be January 1, 2006.

In witness whereof the Parties have executed this Memorandum of Affiliation this
day of _____, 2005.

THE UNIVERSITY OF BRITISH COLUMBIA

Per _____ Per: _____

OKANAGAN INDIAN EDUCATIONAL RESOURCES SOCIETY

Per: _____ Per: _____

