

**First Nation of Na-Cho Nyäk Dun**

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E-mail: [landsadmin@NNDFN.com](mailto:landsadmin@NNDFN.com)Website: [www.NNDFN.com](http://www.NNDFN.com)**RESEARCH AGREEMENT**

| APPLICANT INFORMATION                                    |  |            |
|----------------------------------------------------------|--|------------|
| First name:                                              |  | Last name: |
| Email:                                                   |  | Phone:     |
| Are you a member of the First Nation of Na Cho Nyak Dun? |  | Yes No     |

Please note: This Research Agreement can be shared with your institution.

*For greater clarity: Researcher is synonymous with "Interviewer" or "Surveyor" and may be replaced throughout the agreement. FNNND refers to the First Nation of Na-Cho Nyak Dun Government. Agreement refers to this document, the Research Agreement. Information refers to all data or research gathered related to the Project.*

1. This Agreement is for (name of project):

\_\_\_\_\_ (the "Project").

2. The Researcher will carry out the Project with a:

start date of \_\_\_\_\_ and end date of \_\_\_\_\_ (end date is the expected date that the project will end and a final report will be completed).

3. If there is significant changes to the proposed research activities as outlined in the Research Application or the research extends beyond the above proposed timeline, then the Researchers will contact FNNND with an updated Research Application to be reviewed and an additional Research Agreement will be needed to continue the Project.
4. The Researcher will not use any material provided by the FNNND, gathered from the First Nation of Na-Cho Nyak Dun Citizens, or gathered from the First Nation of Na-Cho Nyak Dun's Traditional Territory (collectively referred to as the "Information") for any purpose other than as specifically outlined in the approved FNNND Research Application, which forms part of this Agreement and is attached hereto.
5. By signing this Agreement, the Researcher will be given permission by FNNND to access the First Nation of Na-Cho Nyak Dun's Traditional Territory to conduct the research that has been outlined in the Research Application. Please note that this Agreement does not include access to Settlement Lands.
6. The Researcher will ensure that all partners, agents, contractors, employees, or students that work on the Project agree to be bound by the terms of this Agreement.
7. The Researcher will not distribute, release, or make public any Information containing Traditional Knowledge in any form, or any product of the research pertaining to a Project, without the express written consent of FNNND.
8. The Researcher will provide to FNNND any product of the research pertaining to a Project including any publication, report, compilation, article, manuscript, poster, or presentation notes, etc. for review one month before finalization.
9. The Researcher commits to providing the FNNND with any final products pertaining to the Project, including any publication, report, compilation, article, manuscript, poster, presentation, data, etc.

10. FNNND is entitled to all raw data collected or generated through the Project, including but not limited to water quality data, wildlife data, interview transcripts, recordings, field notes, photographs, and any other datasets. The Researcher will provide this raw data to FNNND in an accessible digital format upon completion of the Project, or earlier upon FNNND's request.
11. The Researcher commits to providing the FNNND with a final report that summarizes the Project into a one-to-two-page report, in easily accessible language upon completion of the Project as well as a poster.
12. If requested to by FNNND, the Researcher will present in easily accessible language the above noted (ref #11) to the community of Na Cho Nyak Dun in a public community meeting and will provide reports and progress reports, in easily accessible language, to the FNNND when appropriate.
13. FNNND may establish the means and process for the dissemination of any Information in any form, or any product of the research pertaining to this Project, to the First Nation of Na-Cho Nyak Dun community from the Researcher.
14. Any and all environmental disturbances that result from this Project will be reclaimed in a timely manner by the Researcher, leaving the FNNND Traditional Territory in the same state as when the Researcher arrived.
15. The Researcher will employ local human resources directly or may use employees or contractors provided by FNNND where funding for such capacity is provided by the Researcher under a funding agreement with FNNND.
16. Where human resources are required for the Project that are not part of the research team listed in the approved FNNND Research Application, the Researcher will use only FNNND guides, assistants, translators, community coordinators, facilitators and/or other relevant local experts, where capacity allows.
17. If any heritage items are found (please refer to Chapter 13: Heritage of the Final Agreement to get an understanding of what FNNND considers Heritage items), the Researchers will immediately report these items to FNNND's Heritage Manager.
18. Any substances (soil, bones, fossils, artifacts, etc.) taken from FNNND's Traditional Territory will be reported to FNNND Lands and Resources Department. The Researcher will have five (5) years to conduct their research at a Canadian institution (the substance shall not leave Canada) and return the substance once it is no longer in use.
19. The Researcher understands that all legal fees associated with resolving issues related to this Research Agreement will be at the expense of the Researcher and/or their institution.
20. The Researcher will comply with all relevant legislation and guidelines pertaining to their Project and will take the necessary safety precautions for their partners, agents, contractors, employees, or students.
21. The Researcher indemnifies and saves harmless First Nation of Na-Cho Nyak Dun Citizens and FNNND employees from any and all suits, damages, or actions resulting from any work by their partners, agents, contractors, employees, or students or from their presence and operations in First Nation of Na-Cho Nyak Dun's Traditional Territory.

|                                | AUTHORIZED SIGNATURE AND DATE | PRINT NAME |
|--------------------------------|-------------------------------|------------|
| <b>FNNND REPRESENTATIVE</b>    |                               |            |
| <b>RESEARCHER</b>              |                               |            |
| <b>RESEARCHER'S SUPERVISOR</b> |                               |            |

*Please refer to Page 3 if your research involves First Nation of Na-Cho Nyak Dun Citizens.*

**For research that will involve First Nation of Na-Cho Nyak Dun Citizens (please skip if not applicable):**

- 1. Any interview information collection to be performed by the Researcher with the cooperation of informed First Nation of Na-Cho Nyak Dun Citizens will be conducted in direct consultation with the FNNND Lands and Resources Department or the FNNND Council and may impose any stipulations, requirements, or obligations it determines are appropriate.
- 2. The Researcher will use FNNND-approved informed consent forms for any interviews conducted as part of the Project.
- 3. The Researcher will use FNNND-approved consent forms for any photographs, artwork, or other cultural materials used as part of the Project.
- 4. The Researcher will ensure that before conducting any interview, informed consent has been obtained from the interviewee and that the interviewee understands, agrees to, and signs a consent form and does so under appropriate research conditions; for example, obtaining informed consent from an Elder may require the presence of family members to assist and to ensure that no undue pressure or influence is experienced by the Elder.
- 5. FNNND holds the copyright to all information and data generated through work on the Project, unless traditional rules or laws dictate that copyright in specific materials is held by the interviewee or the family that is the source of the materials.
- 6. The Researcher understands and acknowledges that the Information, and products of the research pertaining to the Project must be kept confidential, and that any breach of confidentiality may result in damages to FNNND and to FNNND's Final Agreement and Aboriginal rights and interests.
- 7. During the Project's lifespan, as outlined above, all data related to Traditional Knowledge or information on First Nation of Na-Cho Nyak Dun Citizens participants will be stored by the Researcher on a locked computer. The Researcher will provide the FNNND with all transcripts and or recordings (both audio and visual) of First Nation of Na-Cho Nyak Dun Citizens at the end of the Project. All Information gathered from First Nation of Na-Cho Nyak Dun Citizens will be deleted at the completion of the Project.

|                         | AUTHORIZED SIGNATURE AND DATE |  | PRINT NAME |
|-------------------------|-------------------------------|--|------------|
| FNNND REPRESENTATIVE    |                               |  |            |
| RESEARCHER              |                               |  |            |
| RESEARCHER'S SUPERVISOR |                               |  |            |