

MEMORANDUM OF UNDERSTANDING
Between
HUNA HERITAGE FOUNDATION
and
WASHINGTON STATE UNIVERSITY
CENTER FOR DIGITAL SCHOLARSHIP AND CURATION

This Memorandum of Understanding (“MOU”) is entered into by and between the Huna Heritage Foundation, the cultural and educational non-profit affiliate of Huna Totem Corporation, and the Washington State University Center for Digital Scholarship and Curation.

PURPOSE

The purpose of this MOU is to affirm the commitment between Huna Heritage Foundation and the Washington State University Center for Digital Scholarship and Curation by collaborating in the Mukurtu Shared platform. Huna Heritage Foundation and the Washington State University Center for Digital Scholarship and Curation wish to build upon the successes of our history of working together for the benefit of current and future generations. This MOU is intended to provide a general framework for cooperation.

AGREEMENTS

WSU Center for Digital Scholarship and Curation agrees to:

1. Provide Huna Heritage Foundation funds to support a .5 FTE position to carry out the labor-intensive work of adding community narratives and traditional knowledge to the materials that have been selected by Huna Heritage Foundation from the federal repositories
 - a. Jan 1, 2021- Sept 30, 2021 - \$24,643
 - b. Oct 1, 2021 – Sept 30, 2022 - \$32,857
 - c. For a total of \$2738 per/ month for the position.
2. Complete open-source tools to enable digital repatriation of cultural heritage materials
3. Provide training on collaborative curation model and Mukurtu Shared workflows
4. Create collaborative research with Huna Heritage Foundation and federal repository staff through Mukurtu Fellows
5. Work with Huna Heritage Foundation to create MOU/MOAs and/or agreements for use with federal repositories

Huna Heritage Foundation agrees to:

1. Manage Mukurtu Shared and Mukurtu CMS tribal specific platform/s
2. Vet, select, and update content and metadata from federal repositories within Mukurtu Shared
3. Create community records, and add TK Labels to content

4. Participate in training for Mukurtu Shared and Mukurtu CMS with WSU team
5. Participate in webinars and work with Mukurtu Fellows to create research and tribal workflows and toolkits
6. Ongoing community consultation to create and update records

LIABILITY

1. Each Party agrees that it will be solely liable for its own acts and omissions under this MOU.
2. Each Party is individually responsible for complying with all applicable laws and regulations relating to their activities. There is no joint or several liability between the Parties for their respective acts or omissions.
3. Each Party will seek its own legal representation and bear its own costs, including judgments, in any litigation that may arise from the performance of this MOU. It is specifically understood and agreed that no Party will indemnify any other Party in such litigation.

DISPUTES AND TERMINATION

The Parties agree that they will use best efforts, in good faith, to resolve any disputes arising under this MOU.

This MOU may be terminated by any Party by giving 120 days written notice to the other Party, after using best efforts to resolve any differences leading to such termination.

EFFECTIVE DATE

This MOU will take effect upon the date of final party signature, and shall continue until September 30, 2022, unless terminated sooner as provided this Agreement. This MOU also codifies the terms and conditions of party performance occurring before the effective date.

RENEWAL/AMENDMENT/EXTENSION

This MOU may be modified or amended only by written agreement between both parties.

SEVERABILITY

The invalidity of any clause, part or provision of this MOU shall not affect the validity of the remaining portions of this MOU.

ENTIRE AGREEMENT

This MOU constitutes the entire agreement between the parties with respect to the subject matter hereof, and there are no inducements, representations, warranties, or understandings that do not appear within the terms and provisions of this MOU.

