

APPENDIX 10.2

AETS RESEARCH SERVICE AGREEMENT
Between
ANISHINABEK EMPLOYMENT AND TRAINING SERVICES
And

THIS AGREEMENT made this _____ is entered into by and between Anishinabek Employment and Training Services, 285 Red River Road, Thunder Bay, Ontario, P7B 1A9 hereinafter designated the "Client", and _____, an education and at _____ Canada hereinafter referred to as "_____".

WHEREAS the _____ and the Client wish to enter into this agreement (the "Agreement") to have the _____ perform the research services (**Appendix "A"**) in accordance with the terms of this Agreement;

NOW THEREFORE in consideration of the mutual covenants of the parties herein and other good and valuable consideration, _____ and the Client agree as follows:

I. STATEMENT OF SERVICES TO BE PERFORMED

_____, through its principle investigator _____ ("Principal Investigator") will perform the research services described in Appendix A attached ("the Research Services").

The parties agree that the performance of such Research Services is an activity considered to be scientific research carried out in the public interest, and is of mutual interest to _____ and the Client. It is consistent with the instructional and research goals of _____ as a research and education centre.

II. PRINCIPLES

In working together for the completion of the Research Services, the Parties have agreed to the following general principles:

- a) Work collaboratively and in good faith for the benefit of the research participants and the research team members.
- b) Communicate openly, respectfully, and honouring the confidentiality of dialoguing, research participants, and processes.
- c) Under the consensus decision making model, members of the Knowledge Collective that hold a dissenting opinion that is contrary to the majority, agree to "live" with a majority decision. Those in disagreement with the majority consensus will not attempt to undermine that consensus decision by word or deed. In the event that consensus cannot be reached an Elder, agreed on by both parties, will act as a mediator and will work toward a resolution suitable for all parties.
- d) Respect and value community knowledge. We are a team of Indigenous and non-Indigenous researchers doing Indigenous research. Therefore, recognition of who we are and our epistemologies must take priority over the norm of the greater research community.
- e) Participate positively in an ethical manner in the consultation processes in order to work toward issues and elucidating in a clear fashion the steps that are needed to move the project forward.
- f) Communicate and share ideas with the entire research team regarding any aspect of this Research Project.

III. TERMS OF AGREEMENT

This Agreement shall be effective _____ through _____, unless terminated earlier as provided for under article IX of this Agreement.

IV. CONFIDENTIALITY and PUBLICATION

1. The parties acknowledge that they will be dealing with sensitive and confidential information throughout the Research Project and such information must be kept confidential. To ensure the confidentiality of all information, all individuals involved with the Research Services will sign confidentiality agreements.
2. The parties may wish to disclose confidential information to each other in connection with work contemplated by this Agreement ("Confidential Information"). Such confidential information shall be safeguarded and not be disclosed to anyone without a "need to know" within recipient's organization or to third parties without appropriate Confidentiality Agreements suitable to both parties, being signed. Each party shall use its best efforts to protect such information from disclosure to third parties for a period of five (5) years from receipt, provided that the recipient party's obligation shall not apply to information that:
 - a) is not disclosed in writing or reduced to writing and marked with an appropriate confidentiality legend within thirty (30) days after disclosure;
 - b) is already in the recipient party's possession at the time of disclosure;
 - c) is or later becomes part of the public domain through no fault of the recipient party;
 - d) is received from a third party having no obligations of confidentiality to the disclosing party;
 - e) is independently developed by the recipient party; or
 - f) is required by law or regulation to be disclosed.
3. In the event that information is required to be disclosed pursuant to subsection (vi), the party required to make disclosure shall notify the other to allow that party to assert whatever exclusions or exemptions may be available to it under such law or regulation.
4. All research team members agree to follow the research protocol as outlined in the Research Ethics Protocol attached hereto as **Appendix "___"**. Prior to conducting the research, the Principal Investigator will ensure that the appropriate ethics approval is in place, if necessary, and that consent forms have been obtained from each participant. The rights of all research participants will be respected.
5. Where the Researcher has interviewed an individual with respect to the Research Services, and intends to use that person's name and/or photograph in any form of dissemination, as herein defined, the Principal Investigator will ensure that the consent of the individual for the use and/or dissemination of the information have been obtained in writing.
6. The Parties agree that it is part of _____ function and policies to disseminate information and to make it available for the purpose of scholarship. The nature of the Research Services **does**

not present external publishing and / or presentation opportunities. The Client will have the opportunity to review, and suggest edits / changes to any papers authored by the Principal Investigator. Consent shall not be unreasonably withheld. In all instances Anishinabek Employment and Training Services, will be acknowledged in writing of all papers, presentations.

7. Notwithstanding any other provision of this Agreement, any information collected from participants or in the course of the Project that is Personal Information according to PIPEDA or other applicable privacy legislation shall be handled and used in accordance with that Act.

V. INTELLECTUAL PROPERTY

1. The Parties agree that any and all material deemed as intellectual and cultural property is defined within the meaning of Article 31 of the United Nations Declaration on the Rights of Indigenous Peoples. The Parties agree that the intellectual and cultural property rights of the Client and Research Participants shall be recognized and protected. "Intellectual and Cultural Property" (ICP) shall include all traditional knowledge, know-how, skills and practices that are developed, sustained and passed on from generation to generation within a community. ICP shall be afforded the protections as outlined in Article 31 of the United Nations Declaration on the Rights of Indigenous Peoples and the parties hereto recognize and affirm that ICP may not be used in any manner or in any way without the strict and specific written authorization of the holder of such ICP.
2. Ownership of any Intellectual or Cultural property created or owned by the Client or Research Participants prior to this Agreement shall remain with the Client and Research Participants (i.e., aggregate data from the student evaluations, a transcription of the Talking Circle proceedings scrubbed of participant identifiers, a copy of the final report and an electronic copy of same). Both parties agree that a separate appendix will be developed that includes specifics related to the nature of such IP and CP and how ownership and licensing is determined.
3. Ownership of any Intellectual Property created or owned by the Principal Investigator or _____ prior to this Agreement shall remain with the Principal Investigator or _____, as the case may be.
4. The Principal Investigator and _____ shall provide the Client a royalty free non-exclusive right to use Project IP, that is IP that is gathered as a result of the Project for internal purposes. For greater certainty, the Principal Investigator shall have the right to grant royalty free non-exclusive licenses to use Project IP for internal purposes to other Canadian based corporations that assist with the Research Services, only in the event that external assistance is necessary to the completion of the Research Services. The Client shall provide _____ and Principal Investigator a royalty free non-exclusive right to use Client IP, that is IP that already exists with the Client for purposes of completing the Research Services. For greater certainty, the Client shall have the right to assign and / or grant royalty free non-exclusive licenses to use Client IP for any purposes to others.
5. All data gathered to complete the Research Services, in whatever form, is and remains the sole property of the Principal Investigator, and no storage of, dissemination of, or other use of the data is permitted, except as detailed within this Agreement. Data collected for the Research Services will

be used solely by the Principal Investigator and the research team for the purposes of completing the Research Services and any resultant publications or presentations. Data will be stored securely for 7 years as per _____ policy. Both parties agree that a separate appendix will be developed that includes specifics related to the nature of such IP and CP and how ownership and licensing is determined.

6. The Principal Investigator will use, maintain, store, duplicate, and utilize the data secured for the purpose of completing the Research Services. The Client agrees that that Principal Investigator in accordance with this Agreement may continue to use the data collected for the purpose of the Research Services beyond the end date of the Research Services, subject to consent from Research Participants.

VI. PAYMENT AND DELIVERABLES FOR RESEARCH SERVICES (may not be necessary for some agreements):

The total amount of this Agreement shall **be up to** \$_____.00 plus GST.

Payment for Research Services shall be made on the basis of the following payment schedule (see Appendix C: Project Pricing)

\$ _____ plus GST, due upon signing of the Agreement and receipt of invoice;

\$ _____ plus GST, due DATE HERE upon receipt of invoice.

\$ _____ plus GST, due DATE HERE upon receipt of invoice.

\$ _____ plus GST, due DATE HERE upon receipt of invoice.

Invoices shall be sent to:

Anishinabek Employment and Training Services

285 Red River Road,

Thunder Bay, Ontario, P7B 1A9

Tel: 807.346.0307

E-mail: ed@aets.org

Cheques shall be made payable to _____ and sent to:

NAME OF RECIPIENT / ORGANIZATION

ADDRESS

Tel: _____

E-mail: _____

The deliverable for the Research Services will be a Final Report.

Authorship of the final report will be as follows: _____, a draft report will be available to the Client for review, suggested edits and approval on the date specified in the schedule provided.

Both parties recognize that unavoidable interruptions may occur that impact the availability of final report. In that event, neither party will be held responsible in any way and both parties will work toward successful completion of the final report.

VII. NOTICES

1. All notices required by this Agreement shall be in writing and shall be sent by facsimile transmission, or delivered in person or by prepaid courier, or mailed by certified or registered mail, return receipt requested, with postage prepaid.

Notices: to the Client shall be addressed to:

Anishinabek Employment and Training Services
285 Red River Road,
Thunder Bay, Ontario, P7B 1A9
Tel: 807.346.0307
E-mail: ed@aets.org

Notices to _____ regarding this agreement shall be addressed to:

Name & Position of Principle Investigator:

NAME OF RECIPIENT / ORGANIZATION

ADDRESS

Tel: _____

E-mail: _____

Notices to regarding the research services shall be addressed to:

NAME OF RECIPIENT / ORGANIZATION

ADDRESS

Tel: _____

E-mail: _____

2. All notices so sent shall be deemed to have been received by the recipient on the date of the facsimile transmission, or on the date of delivery or on the second business day following the mailing thereof, whichever is applicable. The above address of either the Client or _____ may be changed by giving to the other party written notice of the new address.
3. If postal service is interrupted, is threatened to be interrupted, or is substantially delayed, any notice shall only be sent by facsimile transmission or delivered by courier.

INDEMNITY

The Client shall indemnify and hold _____ harmless against all costs, suits, or claims resulting from the use by Client or its customers or licensees of any deliverable created by _____ under this Agreement and against all costs, suits, or claims on account of injuries (including death) to persons participating in the Research Services or damage to _____ property during the performance of this Agreement arising out of the negligence of the Client or resulting from any willful or negligent act, omission or delay on the part of the Client.

VIII. TERMINATION

Either party may terminate this Agreement thirty (30) days after written notice. If termination is due to default, the defaulting party shall have said thirty (30) day period to correct the default. If the correction is deemed acceptable to the terminating party, then the notice of termination shall be of no effect. _____ advises that it is bound by the Tri-Council Policy Statement (TCPS2, 2018) for Research Involving Human Subjects. Any breach of this Statement will be seen as a default under this Agreement. Upon termination and subject to Article IV, the Client shall pay for all expenses up to termination incurred in accordance with this Agreement, and for reasonable commitments related to the Research Services made by _____ that cannot be cancelled, prior to date of notice of default, for which _____ is financially responsible.

IX. HEADINGS

The headings in this Agreement are for convenience only and shall not in any way limit or be deemed to construe or interpret the terms and provisions of this Agreement.

X. TIME OF THE ESSENCE

Time is of the essence of this Agreement and of all provisions of it.

XI. GOVERNING LAW

This Agreement shall be construed and enforced in accordance with the Laws of the Province of Ontario.

XII. ENTIRE AGREEMENT

This Agreement embodies the entire Agreement of the parties with regard to the matters herein, and no other Agreement shall be deemed to exist except as entered into in writing by both parties to this Agreement.

XIV. ASSIGNMENT

Name of Responsible organization or agency shall not assign this Agreement or any part of it and may employ or retain anyone as a subcontractor or otherwise, to perform any part of its obligations under this Agreement without, in each instance, obtaining the prior written consent of Client, which consent may not be unreasonably withheld.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written.

RESPONSIBLE ORGANIZATION OR AGENCY

Anishinabek Employment & Training Services

PI name & Position,

Name,

Anishinabek Employment & Training Services Researcher Engagement & Research Ethics
Policy / Procedures
2021 Edition

Date:

Date:

I, the Principal Investigator, (Name) _____ (Position) _____
(Responsible organization or agency) _____
having read this Agreement, hereby agree to act in accordance with all the terms and
conditions herein and further agree to ensure that all (Organization) _____
participants are informed of their obligations under such terms and conditions. I acknowledge
that researchers at (Organization) _____ are bound by the policies of the Tri-
Council Policy Statement (TCPS2, 2018) for Research Involving Human Subjects, and I agree to
advise (Organization) _____ of any perceived or actual breach of such policies.

Name: _____

Responsible organization or agency: _____