

**AMENDMENT NO. 1
TO THE
MEMORANDUM OF UNDERSTANDING BETWEEN
WASHINGTON STATE UNIVERSITY
AND
PENOBSCOT INDIAN NATION**

THIS AMENDMENT NO. 1 (the “Amendment”) is made and entered into by and between Washington State University, by and through its Center for Digital Scholarship and Curation (“WSU”), and Penobscot Indian Nation (“Penobscot Nation”).

RECITALS

WHEREAS, WSU and Penobscot Nation have previously entered into that certain Memorandum of Understanding dated January 1, 2021 (the “Agreement”) regarding the objectives set forth for the Andrew W. Mellon Foundation funded Mukurtu Shared Project (“Project”). The purpose of the MOU was to affirm the commitment between Penobscot Nation and WSU by collaborating in the Mukurtu Shared Platform. The MOU was intended to provide a general framework for cooperation; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Term Extended. Pursuant to section 1 of the MOU, the term of the MOU is hereby extended for 1 year and shall terminate on September 30, 2023.
2. Other Terms and Conditions Unchanged. The Agreement remains unchanged and in full force and effect. This Amendment shall be effective on the last date signed below and shall be attached to the MOU.

WASHINGTON STATE UNIVERSITY

PENOBSCOT INDIAN NATION

APPROVED BY:

Signature:  _____

Name: Amanda Owen, AD, PACS

Name

Title:

Date: 3.14.23

Signature:  _____

Name: James E. Francis, Sr.

Title: Director of Cultural and Historic Preservation, Tribal Historian Penobscot Nation

Date: 02/02/2023

MEMORANDUM OF UNDERSTANDING
Between
PENOBSCOT INDIAN NATION
and
WASHINGTON STATE UNIVERSITY
CENTER FOR DIGITAL SCHOLARSHIP AND CURATION

This Memorandum of Understanding (“MOU”) is entered into by and between the Penobscot Indian Nation (“Penobscot Nation”) and the Washington State University Center for Digital Scholarship and Curation (“WSU”).

PURPOSE

The purpose of this MOU is to affirm the commitment between Penobscot Nation and WSU by collaborating in the Mukurtu Shared platform. This MOU is intended to provide a general framework for cooperation.

AGREEMENTS

WSU agrees to:

1. Provide Penobscot Nation funds to support a .5 FTE position to carry out duties as a Mukurtu liaison/team member. Funding is as follows:
 - a. January 1, 2021 – September 30, 2021 – \$24,643
 - b. October 1, 2021 – September 30, 2022 – \$32,857
 - c. For a total of \$2,738 per a month for the position.

Penobscot Nation 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;
5. Participate in webinars and work with Mukurtu Fellows to create research, tribal workflows, and toolkits;

6. Provide ongoing community consultation to create and update records.

INVOICES

Penobscot Nation may submit an invoice for hours worked by its Mukurtu liaison/team member at the end of each month. Invoicing shall not exceed \$2,738 per a month. Penobscot Nation understands that WSU will not reimburse for additional costs or expenses as a condition of this MOU.

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.

AGREED TO BY:

PENOBSCOT INDIAN NATION

**WASHINGTON STATE UNIVERSITY CENTER FOR
DIGITAL SCHOLARSHIP AND CURATION**



Kirk E. Francis 3/23/2021
Chief, Penobscot Nation Date



Samuel Schirer 2/24/2021
WSU Real Estate and Business Operations Date
Contracts Specialist