

AMENDMENT NO. 1
TO THE
INTERAGENCY AGREEMENT BETWEEN
WASHINGTON STATE UNIVERSITY
AND
CALIFORNIA INDIAN MUSEUM AND CULTURAL CENTER

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 California Indian Museum and Cultural Center ("CIMCC").

RECITALS

WHEREAS, WSU and CIMCC have previously entered into that certain Agreement dated January 1, 2021 (the "Agreement") regarding the objectives set forth for the Andrew W. Mellon Foundation funded Mukurtu Shared Project ("Project"). The Agreement formalized the Parties' commitment to collaborate as partners in achieving success for the Project by adhering to all reporting requirements, exercising fiscal responsibility, and completing project objectives, and workflows; and

NOW, THEREFORE, the parties hereto agree as follows:

1. Term Extended. Pursuant to section 3 of the Agreement, the term of the Agreement 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 last date signed below October 1, 2022 and shall be attached to the Agreement.

SM NL
initials
wsu
other party

WASHINGTON STATE UNIVERSITY

CALIFORNIA INDIAN MUSEUM AND
CULTURAL CENTER

APPROVED BY:

Signature: *Shravya Murthy*

Name: Shravya Murthy

Title: Contracts Specialist

Date: 12/22/2022

Signature: *Nicole Lim*

Name: Nicole Lim

Title: Executive Director

Date: 11/29/22

Interagency Agreement
between
WASHINGTON STATE UNIVERSITY
and the
CALIFORNIA INDIAN MUSEUM AND CULTURAL CENTER

SECTION 1. PURPOSE AND SCOPE

This Interagency Agreement (“Agreement”) sets forth terms and understandings between Washington State University (“WSU”) and the California Indian Museum and Cultural Center (“CIMCC”), a non profit organization, collectively referred to as the “Parties.” The Parties propose to achieve the objectives set forth for the Andrew W. Mellon Foundation funded Mukurtu Shared Project (“Project”).

This Agreement formalizes the Parties’ commitment to collaborate as partners in achieving success for the Project by adhering to all reporting requirements, exercising fiscal responsibility, and completing project objectives, activities, and workflows.

SECTION 2. DEFINITIONS

1. “Mukurtu Shared” is an Andrew W. Mellon Foundation -funded grant project administered by WSU managed by the Center for Digital Scholarship and Curation (CDSC).
2. “Traditional Knowledge (TK) Labels” are non-legal digital tags that can be adapted for use as metadata on digital content to denote community specific uses, access, knowledge, and histories.
3. “Cultural Sensitive Information” means tangible and intangible property and knowledge which pertains to the distinct values, beliefs, and ways of living for a culture. It often includes property and knowledge that is not intended to be shared outside the community of origin or outside of specific groups within a community.
4. “Digital Objects” shall mean a unit of information that includes properties (attributes or characteristics of the object) and may also include methods (means of performing operations on the object).
5. “Indigenous Data Sovereignty” shall mean the right of Indigenous Peoples and Nations to govern the collection, ownership, and application of their own data.
6. “Metadata” shall mean a characterization or description documenting the identification, management, nature, use, or location of information resources (data).

7. "Privacy" shall mean the quality or state of being free from public access. The quality or state of having one's personal information or activities protected from unauthorized use by another.
8. "Restriction" shall mean limitations on an individual's access to or use of materials. Accessible only by permission.
9. "Tribal Data Governance" shall mean the mechanisms for enacting the right to control the collection, ownership, and application of a Tribal Nations' own data.
10. "Tribal Intellectual Property" shall mean encompassing expressions of cultural identity, embodiments of indigenous heritage, and knowledge that are passed on intergenerationally within community. Tribal Intellectual Property may include (and is not limited to) ceremonies, designs, stories, language, artifacts, and arts. "Traditional Knowledge" shall mean knowledge, skills, and practices that are developed, sustained and passed on intergenerationally within community, often forming cultural or spiritual connection. Expressions of Traditional Knowledge may include (and is not limited to) medicinal, scientific, technical, ecological, and agricultural contexts.

SECTION 3. TERM

This Agreement shall be effective on January 1, 2021 to September 30, 2022, unless earlier terminated by agreement of both Parties.

SECTION 4. MUTUAL OBLIGATIONS AND RIGHTS

1. Obligations

The Parties agree:

- a. That the CIMCC, as a Service Contractor will post and hire a Mukurtu Community Specialist, and:
 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. Facilitate ongoing community consultation to create and update records
- b. That WSU, as the primary applicant institution, will manage the grant funds awarded from the Andrew W. Mellon Foundation and will disburse amounts monthly as work is completed in amounts to the CIMCC of \$2,738 for the Mukurtu Community Specialist position, awarded to the CIMCC as follows:
 - Total of \$24,643 for January 1, 2021 to September 30, 2021
 - Total of \$32,857 for October 1, 2021 to September 30, 2022

- c. To report on budgetary spending and project progress according to the grant objectives;
- d. To agree to coordinate with WSU, in its capacity as primary applicant institution, two months in advance prior to any reporting deadlines for the express purposes of finalizing budgeting and expense documentation, associated narratives, and answering any other queries related to submitting reports in a timely manner;
- e. To be actively engaged in the Project; including attendance at grant project teleconference meetings by well-prepared, authorized representatives;
- f. To proactively contribute to constructive collaborative decision making as the Project evolves;
- g. To meet annually to review the implementation of the Agreement, discuss challenges and concerns, explore new and innovative ways to mutually address these challenges, and work cooperatively.
- h. To provide quarterly updates to all Parties to evaluate the project objectives, budget and timeline;
- i. To use communication channels effectively, responding to non-emergency questions and ideas within one week and teleconference meetings as necessary throughout the year to address to changes or challenges and to implement plans;
- j. To respect each other's cultural protocols, rights and values; and
- k. To bring all conflicts or problems to the table for resolution.

2. Rights

The Parties shall have the following rights under this Agreement:

- a. To actively participate in the planning and ongoing strategic decision-making for the Project;
- b. To provide mutual respect for Tribal Intellectual Property, Culturally Sensitive Information and Indigenous Data Sovereignty, reflecting the commitment to Tribal Data Governance;
- c. To abstain from any decision or activity that would conflict with organizational values;
- d. To stay true to history and realize that Tribes have different perspectives on what is sacred and sensitive;
- e. To be informed as quickly as possible of any challenges or modifications to the Project due to staffing changes, fiscal reallocations, presentation/travel commitments, and timeline delays.

SECTION 5. LIABILITY

1. Each Party agrees that it will be solely liable for its own acts and omissions under this Agreement.
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 Agreement. It

is specifically understood and agreed that no Party will indemnify any other Party in such litigation.

SECTION 6. SEVERABILITY

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

SECTION 7. COUNTERPARTS

This Agreement may be executed in counterparts, and each such counterpart shall be deemed an original as against the Party signing same.

SECTION 8. MODIFICATION

This Agreement may not be altered, modified or amended except in writing signed by an authorized representative of each of the Parties.

SECTION 9. ENTIRE AGREEMENT

This Agreement 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 Agreement.

SECTION 10. DISPUTES AND TERMINATION

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

This Agreement may be terminated by any Party by giving 120 days' written notice to the other Parties only after using best efforts to resolve any differences leading to such termination

SECTION 11. NOTICES

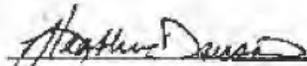
Notices shall be made in writing to the Parties and considered properly given when sent by U.S. certified or registered mail, postage prepaid, return receipt requested, as follows:

To WSU:
Director
Center for Digital Scholarship and Curation
PO Box 644030
Pullman, WA 99164-4030

To California Indian Museum and Cultural Center:
Nicole Lim, Executive Director
5250 Aero Drive
Santa Rosa, CA 95403

SECTION 12. SIGNATURES AND DATE

In witness whereof, the Parties have executed this Agreement on the day and year as indicated:



Heather Davison
Associate Manager
Real Estate and Business Operations
Washington State University

Date: 1/4/2021



Nicole Lim, Executive Director
The California Indian Museum and Cultural Center

Date: 1/11/2021