

RESEARCH PROTOCOL

BETWEEN:

THE UNIVERSITY OF BRITISH COLUMBIA, a corporation continued under the *University Act* of British Columbia with offices at 103 – 6190 Agronomy Road, Vancouver, British Columbia, V6T 1Z3

("UBC")

AND:

THE HEILTSUK TRIBAL COUNCIL, represented by the Hałtzaqv Language Authority Board- PO Box 860 Bella Bella, British Columbia, V0T 1Z0

WHEREAS:

- A. The Heiltsuk (hałtzaqv) hold Aboriginal Title in hałtzaqv Territory (herein after called "hałtzaqv Territory",) recognized and affirmed by Section 35(1) of the Constitution Act, 1982.
- B. The hałtzaqv are working to improve the overall wellbeing of their Nation through the revitalization of Hałtzaqv!a.
- C. The historic, contemporary and future use of Hałtzaqv!a is integral to the identity, culture and society of the hałtzaqv People.
- D. Under the auspices of the Hałtzaqv Language Authority Board, a Hałtzaqv!a Revitalization Strategic Plan has been developed to guide all revitalization efforts.
- E. The Hałtzaqv Tribal Council seeks to develop a strong working relationship with UBC that respects each other's needs and interests.
- F. UBC has committed in its Strategic Plan, "Shaping UBC's Next Century", to prioritize partnerships with Indigenous peoples and communities;
- G. UBC has launched its new Indigenous Strategic Plan 2020 and commits UBC to taking a human rights-based approach to its Indigenous strategic framework. The plan represents a university-wide response to the United Nations Declaration on the Rights of Indigenous Peoples (UNDRIP), and the National Inquiry into Missing and Murdered Women and Girls' Calls for Justice. It also represents the UBC Vancouver campus' response to the the Truth and Reconciliation Commission's Calls to Action;
- H. Guidance regarding the developing practices and interpretations of Free, Prior and Informed Consent (FPIC) described in UNDRIP has been provided by the Expert Mechanism on the Rights of Indigenous Peoples (<https://undocs.org/A/HRC/39/62>) and UBC acknowledges its obligations with respect to abiding by the principles, spirit and intent of FPIC;

- I. The research program contemplated by this Agreement is of mutual interest to UBC and to the Indigenous Community, and may derive benefits for both through new knowledge and discoveries; and
- J. UBC and the Hał́zaqv Tribal Council have agreed to enter into this agreement (the "**Agreement**") to set out their rights and obligations with respect to the research project carried out by UBC in a manner which is mutually respectful, beneficial and acceptable to both Parties.
- K. The Parties also acknowledge and agree that this Agreement has been drafted and informed by OCAP™ and that this Agreement and its principles are not static but will continue to develop and change as the framework for reconciliation between Canada and Indigenous people continues to evolve.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS

1.1 In this Agreement:

- 1.1.1 "**Confidential Information**" means all information of a culturally or community sensitive nature, regardless of its form that has been identified as such and disclosed in confidence by the Hał́zaqv Community to UBC, except that "Confidential Information" does not include: (a) information that is received, possessed, or independently by UBC prior to receipt from the Hał́zaqv Community, other than through prior confidential disclosure by the Indigenous Community; and (b) information that has been, or becomes, published or available to the general public, other than as a result of a disclosure by UBC in violation of this Agreement.
- 1.1.2 "**Contract Period**" means the period commencing on the Start Date and ending 5 years thereafter.
- 1.1.3 "**Data**" means facts and figures, qualitative (e.g. an interview recording or transcript) or quantitative (e.g. health metrics, a wildlife count, geospatial data, or forest cover inventory), which communicate something specific but may not have yet been categorized, contextualized, calculated or condensed to provide patterns, context, or information and knowledge, which was collected, acquired or transferred, incidentally or otherwise, by one or both Parties during the performance of the Project;
- 1.1.4 "**Final Report**" has the meaning set forth in Article 2.3.
- 1.1.5 "Hał́zaqv Community" is comprised of all registered members of the Hał́zaqv First Nation.
- 1.1.6 "Hał́zaqv Language Authority Board" means the body that was created and mandated to govern all aspects of Hał́zaqvł̄a.
- 1.1.7 "Hał́zaqv Tribal Council" (HTC) means the elected Government of the Hał́zaqv Nation.

- 1.1.8 “**Investigator**” means Dr Mark Turin of the Institute for Critical Indigenous Studies, Faculty of Arts, at UBC..
- 1.1.9 “**Moral Rights**” are the rights of the Haíłzaqv Community, to the integrity of the Haíłzaqv Knowledge, and the right of the Haíłzaqv Community to be associated with the Haíłzaqv Knowledge and ensure the accuracy and the cultural sensitivity of interpreting the Haíłzaqv Knowledge.
- 1.1.10 “**OCAP™**” refers to First Nations principles of Ownership, Control, Access and Possession, which represent the assertion of First Nations rights to govern information collected from and pertaining to First Nations. OCAP™ mandates that First Nations control why, how and by whom information is collected, used or shared.
- 1.1.11 “**Project**” has the meaning set forth in Article 2 herein.
- 1.1.12 “**Receiving Parties**” has the meaning set forth in Article 4.1 herein.
- 1.1.13 “**Results**” means the research results from the Project developed by UBC, the Investigator, or the research team.
- 1.1.14 “**Start Date**” means April 1st, 2023.
- 1.1.15 “**Haíłzaqv Knowledge**” means the accumulated body of knowledge, observations, understandings, skills, practices, innovations and philosophies that the Haíłzaqv Community develops, sustains, and passes on from generation to generation. It can include a wide variety of subject matters, such as ecological, medicinal, agricultural, and health-related knowledge. Haíłzaqv knowledge tends to be place-based and arises from the Haíłzaqv people’s intimate relationship with their natural world. It can be embedded in community practices, teachings, institutions, laws, relationships, and rituals. Although it is rooted in the traditional way of life of the people who hold it, it is dynamic and evolves over time. Haíłzaqv Knowledge can take whatever form or media such knowledge is provided, including all discussions, analysis, compilations, studies, reports or other materials in a variety of media containing or generating from, in whole or in part, the Haíłzaqv Community. Haíłzaqv Knowledge can include, but is not limited to:
- a) The manifestations of the Haíłzaqv Community’s sciences, technologies and culture, (including environmental knowledge, use of natural resources, land use and occupation, systems of land tenure and self-management);
 - b) Governance and laws;
 - c) Spiritual knowledge including creation stories;
 - d) Protocols (including values and ethics governing human use and behaviour, as well as site-specific protocols);
 - e) Immoveable cultural property (including sacred and historically significant sites and burial grounds);

- f) Culturally significant areas (which may include cultural heritage and/or archaeological sites which are not public);
- g) Special ecological places, (including but not limited to salmon spawning grounds, wildlife breeding and wintering areas);
- h) Knowledge of fauna and flora, seeds, medicines, water, soils, weather, solar and lunar effects, processes and cycles;
- i) Abundance and habitat information (including historic trends and base line information);
- j) Oral traditions, literatures, and visual performing arts (including songs, dances, music, stories, ceremonies, symbols and designs); and
- k) Culturally significant practices and locations, that may be confidential and are generally not made public unless aggregated so as to protect identity of informants, specific sites, locations, species etc., and approved through internal processes;
- l) Management Plans (including protected area or special management plans, forestry management plans and supporting Data);

2. **RESEARCH PROJECT**

- 2.1 The Parties agree that this Agreement and the Project described herein shall be conditional upon the receipt of sufficient grant funding to cover the costs associated with the Project. If the necessary grant funding is not obtained within 18 months from the Effective Date, either Party may terminate this Agreement as described in Article 8.
- 2.2 Subject to UBC securing the required funding, UBC will implement, the research project as described in Schedule "A" (the "**Project**") under the collaborative direction of the Investigator in collaboration from the Haíłzaqv Community through the Haíłzaqv Language Authority Board, during the Contract Period. The Haíłzaqv Tribal Council and UBC may at any time amend the Project by mutual written agreement.
- 2.3 During the Contract Period, UBC will:
- 2.3.1 Adhere to the principles of OCAP™,
 - 2.3.2 Adhere to the principles and practices of FPIC;
 - 2.3.3 respect the rights of individuals of the Haíłzaqv Communities collaborating on the Project, including the rights to privacy and to fully informed consent in accordance with appropriate research ethics guidelines and standards for the Project, including any research ethic committee of the Haíłzaqv Tribal Council and Canada's federal research funding agencies of Canadian Institutes of Health Research; Natural Sciences and Engineering Research Council; and Social Sciences and Humanities Research Council;
 - 2.3.4 respect any agreed upon principles of engagement for the Project co-developed between the Parties related to dealing with the Haíłzaqv Knowledge and engaging individual members of the Haíłzaqv Community, which may be affixed hereto;
 - 2.3.5 carry out research in a manner consistent with this Agreement;

- 2.3.6 maintain all the Data and the Haíłzaqv Knowledge gathered from the Haíłzaqv Community during the Project according to the wishes of the Haíłzaqv Language Authority Board, and make the Data freely available to the Haíłzaqv Community; and
 - 2.3.7 provide the Haíłzaqv Language Authority Board and if directed by them the Haíłzaqv Community with regular progress reports of the Project as agreed to between the Parties.
- 2.4 UBC will submit a draft final report of the Results to the Haíłzaqv Language Authority Board and if directed by them the Haíłzaqv Community within 90 calendar days after the conclusion of the Contract Period or early termination of this Agreement, whichever is sooner. The Haíłzaqv Language Authority Board will be afforded the opportunity to provide proposed amendments or feedback on the draft final report, within 90 days after delivery of the draft final report from UBC. UBC will use all reasonable efforts to include all provided amendments or feedback from the draft into the final report (the “**Final Report**”). The Haíłzaqv Language Authority Board or Haíłzaqv Tribal Council may use the Final Report and the Results prepared by UBC for their own purposes provided that the Haíłzaqv Language Authority Board or the Haíłzaqv Tribal Council acknowledge the contributions of UBC, the Investigator and their research team, as applicable.

3. **HAÍŁZAQV KNOWLEDGE AND DATA**

- 3.1 As between the Parties, the Haíłzaqv Community as represented by Haíłzaqv Tribal Council retains exclusive ownership of, and the sole right to reproduce the Haíłzaqv Knowledge and the Data shared with, or identified by the Investigator and their research team during the Project.
- 3.2 The Haíłzaqv Community as represented by the Haíłzaqv Tribal Council grants UBC the rights to use the Data and the Haíłzaqv Knowledge solely for the purposes of carrying out the Project identified in Schedule A during the Contract Period or up to the early termination of this Agreement and a period of 5 years thereafter, in order to allow for the completion of graduate student thesis and publication of findings arising from the Project.
- 3.3 UBC shall not infringe the Moral Rights of the Haíłzaqv Community as represented by the Haíłzaqv Tribal Council by modifying or adapting the Haíłzaqv Knowledge without the prior written consent of the Haíłzaqv Tribal Council or the Haíłzaqv Language Authority Board and UBC shall further attribute ownership of the Haíłzaqv Knowledge to the Haíłzaqv Community in all publications thereof.

4. **USE OF DATA**

- 4.1 Within a period of 6 months following the completion of the research Project, or early termination, the Investigator will provide a final, annotated copy of the Data to the Haíłzaqv Community. Following a period of 5 years from the completion of the Project the Investigator will delete their research copies of the Data. The Indigenous Research Support Initiative of UBC will be permitted to retain a copy of the Data for auditing

purposes of the scholarly works that may arise from the Project. Should the Investigator wish to access the Data in the future, the Haíłzaqv Tribal Council may provide access through a new research agreement.

5. CONFIDENTIALITY

- 5.1 All Confidential Information provided to UBC, the Investigator and their research team (the “**Receiving Parties**”) by the Haíłzaqv Community under this Agreement and the Project will be held by the Receiving Parties, in confidence and will not be disclosed except: (a) with the written consent of an authorized representative of the Haíłzaqv Tribal Council or the Haíłzaqv Language Authority Board; and (b) if required by law. If any of the Receiving Parties become legally obligated to disclose any of the Confidential Information, the Receiving Parties will provide the Haíłzaqv Tribal Council with prompt written notice (except where prohibited by applicable law) and use good faith efforts to provide the Haíłzaqv Community an opportunity to seek a protective order or other appropriate remedy to protect the disclosure of the Confidential Information. The Receiving Parties will be permitted to only disclose Confidential Information to their employees, agents, and representatives with a need to know for the purposes of this Agreement or the Project and who are subject to the same duties of confidentiality.
- 5.2 UBC will obtain written consent from each Haíłzaqv Community member who shares Data during this project. UBC will develop a participant consent form in partnership with the Haíłzaqv Language Authority Board.

6. PUBLICATION OF RESULTS AND PUBLIC COMMUNICATIONS

- 6.1 UBC, as an academic institution, and the Investigator, as an academic, will be able to publish the final Results from the Project in peer-review journals or other academic publications, and to present such Results at symposia and conferences (the “**Proposed Disclosure**”), subject to the Haíłzaqv Language Authority Board being provided with copies of the Proposed Disclosure at least 90 days before the presentation or publication date.
- 6.2 The Haíłzaqv Language Authority Board or Haíłzaqv Tribal Council may object to the Proposed Disclosure on the grounds that: (i) it contains Confidential Information that was disclosed to the Receiving Parties by the Haíłzaqv Community; or (ii) that it discloses Haíłzaqv Knowledge in a manner that conflicts with the Haíłzaqv Community’s Moral Rights. If the Haíłzaqv Language Authority Board or Haíłzaqv Tribal Council makes an objection on the grounds that the Proposed Disclosure contains Confidential Information, UBC will remove such Confidential Information from the proposed disclosure, after which UBC is free to present and/or publish the Results. If the Haíłzaqv Language Authority Board or Haíłzaqv Tribal Council makes an objection on the grounds that the proposed disclosure of the Results conflicts with the Haíłzaqv Community’s Moral Rights with respect to Haíłzaqv Knowledge, then UBC will delay the Proposed Disclosure until UBC and the Haíłzaqv Language Authority Board or Haíłzaqv Tribal Council have addressed any issues regarding the proper representation of the Haíłzaqv Knowledge such that it does not conflict with the Haíłzaqv Community’s Moral Rights.

6.3 Hałzaqv Community members and staff who contribute to collaborative research projects with UBC and provide analysis and interpretation of Data may be attributed co-authorship in peer-review journals or other academic publications, and at symposia and conferences. UBC and the Hałzaqv Language Authority Board will determine at the outset of each project if attributing co-authorship is expected or not.

7. **DISCLAIMER OF WARRANTY**

- 7.1 UBC does not make any representations or warranties, either express or implied, regarding Data or other results arising from the Project, except that it will fulfill its commitments in this Agreement.
- 7.2 The Hałzaqv Community, Hałzaqv Tribal Council, and the Hałzaqv Language Authority Board do not make any representations or warranties, either express or implied, regarding any Confidential Information that is disclosed, or Hałzaqv Knowledge.
- 7.3 UBC and the Hałzaqv Community, Hałzaqv Tribal Council, and the Hałzaqv Language Authority Board specifically disclaims any implied warranty of non-infringement or merchantability or fitness for a particular purpose and, in no event, will any of them be liable for any loss, whether direct, consequential, incidental or special or other similar damages arising from any defect, error or failure to perform even if any of them have been advised of the possibility of such damages.
- 7.4 Each Party acknowledges that the Project is of an exploratory nature, that no particular results can be guaranteed except those explicitly provided for in Article 5 (Publication of Results and Public Communications), and that each Party has undertaken its own due diligence with respect to all matters arising from this Agreement.

8. **TERMINATION**

- 8.1 This Agreement may be terminated:
- 8.1.1 by either Party giving the other Party not less than 30 calendar days advance notice of termination; or
- 8.1.2 following a material breach of this Agreement by the non-breaching Party, where the breaching Party fails to correct the material breach within 15 calendar days of receiving written notification from the non-breaching Party.
- 8.2 No termination of this Agreement will release the Parties from their rights and obligations under Articles 2 (Hałzaqv Knowledge), Article 3 (Use of Data) 4 (Confidentiality), 5 (Publication of Results) and Article 6 (Disclaimer of Warranty).

9. **NOTICES**

- 9.1 All reports and notices or other documents that a Party is required or may want to deliver to any other Party will be delivered in writing by either personal delivery or

registered/certified mail to the address of the receiving Party who is authorized to act and make decisions on behalf of the Parties set out below:

to **UBC**:

Associate Director, Indigenous Research Support Initiative
The University of British Columbia
#4156 – 2260 West Mall,
Vancouver, British Columbia
V6T 1Z4
Telephone: (604) 827-4452

to the **Haílzaqv Tribal Council or the Haílzaqv Language Authority Board**:

Frances Brown
HAÍLZAQV TRIBAL COUNCIL/HAÍLZAQV LANGUAGE AUTHORITY BOARD
PO Box 731 Bella Bella, B.C.
V0T 1Z0 Telephone: (778) 213-8339

Email: Frances.Brown@Haílzaqv.ca

9.2 Members of the Haílzaqv community may direct questions of a research nature or regarding financial matters to UBC through the following contacts:

Dr, Mark Turin
Telephone: (604) 827-0613

Email: mark.turin@ubc.ca

10. **GENERAL**


10.1 Nothing contained in this Agreement is to be deemed or construed to create between the Parties a partnership or joint venture. No Party has the authority to act on behalf of any other Party, or to commit any other Party in any manner at all or cause any other Party's name to be used in any way not specifically authorized by this Agreement. No Party may use the other Party's name, trademarks or insignia for any advertising or any promotional purposes, including but not limited to media releases, without the other Party's prior written consent.

10.2 Subject to the limitations in this Agreement, this Agreement operates for the benefit of and is binding on the Parties and their respective successors and permitted assigns.

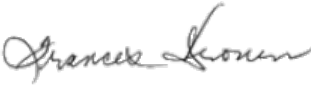
10.3 No condoning, excusing or overlooking by any Party of any default, breach or non-observance by any other Party at any time or times regarding any terms of this Agreement operates as a waiver of that Party's rights under this Agreement. A waiver of any term or right under this Agreement will be in writing signed by the Party entitled to the benefit of that term or right, and is effective only to the extent set out in the written waiver.

- 10.4 No exercise of a specific right or remedy by any Party precludes it from or prejudices it in exercising another right or pursuing another remedy or maintaining an action to which it may otherwise be entitled either at law or in equity.
- 10.5 Part or all of any Article that is indefinite, invalid, illegal or otherwise voidable or unenforceable, may be severed from this Agreement and the balance of this Agreement will continue in full force and effect.
- 10.6 This Agreement and Schedule "A" set out the entire understanding between the Parties and no changes to this Agreement are binding unless in writing and signed by the Parties to this Agreement. The Parties will be bound by Schedule "A", except to the extent that it may conflict with the terms and conditions contained in this Agreement, in which case the terms and conditions of this Agreement will govern.
- 10.7 This Agreement may be executed in counterpart by the Parties, either through original copies or by facsimile or electronically each of which will be deemed an original and all of which will constitute the same instrument.

SIGNED FOR AND ON BEHALF of
THE UNIVERSITY OF BRITISH COLUMBIA
 by its duly authorized signatory:

 Dr. J.P. Heale
 2023.04.14
 Name: _____ 10:01:02 -07'00'
 Title:
 Date: Managing Director, UILO

SIGNED FOR AND ON BEHALF of
Hałzaqv TRIBAL COUNCIL
 by its duly authorized signatory, who is authorized to act on behalf of the Indigenous Community:

 04/19/2023
 Name: Frances Brown
 Title: Hałzaqv Revitalization Manager 04/19/2023
 Date: April 19, 2023

I have read and understood the foregoing Agreement and understand my responsibilities as the Investigator.



Name: **Dr. Mark Turin**

Title: Associate Professor, Institute for Critical Indigenous Studies

Date:

SCHEDULE “A” Research Project

Last updated: Friday, February 10, 2023

The scope of work outlined below is the result of productive conversations between Hlagm̓il Frances Brown (Haíłzaqv̓la Revitalization Manager) in Bella Bella and Dr. Mark Turin (FNEL/CIS) at UBC. The outline follows the structure of the Haíłzaqv̓la Revitalization Strategic Plan (HRSP): <https://heiltsukrevitalization.com/about-us/documents/>

UBC’s strengths and expertise include (a) digital tools and technology development; (b) university-based Indigenous language pedagogy; (c) culturally-responsive information management; & (d) the university’s geographical position in relation to the urban Haíłzaqv̓ (haíłzaqv̓) community in and around Vancouver.

Some elements of the proposed work outlined below are exploratory and speculative in nature, as these will necessarily be co-created and will be dependent on funding, students and resources. Other areas are firm commitments and aspirations.

1. HRSP Strategy 2: Haíłzaqv̓la Revitalization Centre HRSP Strategy 4: Invest in Our Language Instructors & Fluent Speakers

The Revitalization Centre will need both an archivist and a librarian. Dr. Turin will support some of the following activities along with the Haíłzaqv̓la Revitalization Manager and the Language Authority Board:

- Identify professional development opportunities, appropriate trainings and certificates in information management, Indigenous information initiatives and systems for Haíłzaqv̓ community members.
- Identify faculty and students at UBC who might consult and support the Centre in its information management needs.

A stated goal is for one or more Haíłzaqv̓ to enroll in the First Nations Curriculum Concentration at the UBC School of Information for whom Dr. Turin would serve as joint supervisor / faculty mentor.

2. HRSP Strategy 5: Build Community Language Team

Building on two successful UBC summer courses offered by Dr. Turin in 2017 and 2018, the Haíłzaqv̓la Revitalization Manager expressed interest in continuing and further developing community-based courses in Bella Bella that would be open to both UBC students (CIS and iSchool in particular) and community members from Bella Bella looking to further develop their skills in language documentation, conservation and revitalization. The vision would be for a community-based course delivered in May or June 2024. The Haíłzaqv̓la Revitalization Manager identified specific mini-projects as areas of critical interest that students could work on through

such courses, these include some of the following:

- creating animations,
- story books,
- audio & video narratives,
- teaching resources structured around semantic domains.

Community-based service courses align with UBC's Indigenous Strategic Plan and wider Faculty of Arts goals for transformative learning experiences for students as well as with Hałtzaqv commitments to land-based educational opportunities offered for community members in Bella Bella.

3. HRSP Strategy 7: Curriculum Development

The Hałtzaqv Revitalization Manager has identified the existence of many varied and diverse language resources in the community but notes that as yet, there has been no consolidation of these disparate collections in service of curriculum packages from which teachers can work and modify as needed.

With the support of Dr. Turin students from advanced FNEL undergraduate Majors as well as graduate students in Anthropology, Education and the iSchool will be recruited to support development of age-appropriate curriculum packages from these existing resources in consultation with and under the supervision of the Hałtzaqv Revitalization Manager.

The strategic objective is for a community-based curriculum design team that will be based in Bella Bella. Steps to achieve this goal involve:

- taking stock of existing language materials,
- logging and reviewing them,
- building a digital archive of teaching resources and training community members in the maintenance of such a collection of digital language assets.

UBC students, faculty and staff are well-positioned to support in this area.

In addition, through Dr. Turin's involvement in a SSHRC-funded Partnership Grant entitled *Ensuring Full Literacy in a multicultural and digital world*, there is an opportunity for the Bella Bella-UBC partnership to participate in emerging research on best practices and approaches to digital literacy. Both the needs of and the innovative approach to Hałtzaqv Revitalization as outlined in the Hałtzaqv Revitalization Strategic Plan would make the Bella Bella-UBC partnership an excellent candidate for inclusion in this multi-year and multi-disciplinary research collaboration.

4. HRSP Strategy 14: Create More Hałtzaqv Learning Opportunities

UBC helped to support the original establishment of the Urban Haíłzaqv Language Program (UHLAP), an initiative that grew out of a desire and necessity for Haíłzaqv community members to continue learning their language while living in the Lower Mainland. While the UHLAP is now self-sustaining, the Haíłzaqvıa Revitalization Manager identifies opportunities for UBC faculty, staff and students to provide ongoing pedagogical, logistical and technical support to this dynamic and successful program, and that any curriculum packages that are designed could be tested and trialed in the UHLAP as well as being out in Bella Bella.

The Haíłzaqv Tribal Council (HTC) previously voted unanimously in support of UBC developing and offering a Haíłzaqv language course on its Point Grey Campus through the First Nations and Endangered Languages Program (FNEL) which is now part of a newer Institute for Critical Indigenous Studies (CIS). Other First Nations languages have been taught for credit at UBC, including the closely-related Kwakwala language. The Haíłzaqvıa Revitalization Manager and Dr. Turin are committed to exploring the development and scheduling of a Haíłzaqv language course (under the likely course code FNEL 141), involving Dr. Turin as the UBC instructor of record and hiring a Haíłzaqv speaker as co-instructor for the class. This course would be open to all eligible UBC students and Haíłzaqv community members living in the Metro Vancouver area would be able to register through Access Studies.

5. HRSP Strategy 15: Develop Digital Language Learning Tools
HRSP Strategy 16: Create More Haíłzaqvıa Learning Resources

While a language App for smart phones is already under external development, the Haíłzaqvıa Revitalization Manager identifies the critical need for additional digital language learning tools and resources. In support of this work, the following UBC units are well positioned to research into and develop digital language learning resources that will help the upliftment and revitalization of the Haíłzaqv language:

- FNEL/CIS
- CEDaR (a collaborative new media space designed to facilitate community-led innovation of relational technologies)
- NITEP and the Department of Language and Literacy Education (LLED) in the Faculty of Education

6. HRSP Strategy 17: Digitisation and Activation of Existing Haíłzaqvıa

We envision that resources currently housed on the existing Haíłzaqv Language and Culture Mobilization Partnership <https://heiltsuk.arts.ubc.ca> can be ported over and hosted on the Haíłzaqv Revitalization portal <https://heiltsukrevitalization.com>. In addition, UBC students, staff and faculty will continue to assist with digitization and activation of Haíłzaqv language content, drawing on expertise in the Oral History and Language Lab at MOA, the Xwi7xwa Library, the UBC School of Information and CIS.

7. HRSP Strategy 18: Continue Documentation of Haíłzaqvıa

The Hałtzaqvłá Revitalization Manager is deeply committed to the ongoing documentation of the Hałtzaqv language, including grammatical descriptions that are focussed on community learners (a pedagogical grammar). One important step towards this goal is adding sound files to the existing digital dictionary which currently only has sound files for a smaller set of entries.

Under the earlier and now elapsed MOU, the Hałtzaqvłá Revitalization Manager and Dr. Turin initiated a project to record Elders pronouncing the missing words. There are now only 9 living first language speakers of Hałtzaqv in the community, so the work of recording speakers has become particularly critical and time sensitive. With the assistance of UBC students and staff, Dr. Turin anticipates that this work could take place during a summer course in Bella Bella.

In addition, the Hałtzaqvłá Revitalization Manager has identified the need for a resident linguist, building on the foundational earlier work of Dr. John Rath who lived in the community for some time starting in the 1970s. Dr. Turin will work with the Hałtzaqvłá Revitalization Manager to identify possible candidates for the position of resident linguist, and help to vet and review applications as these are received.

8. Funding / Financial Resources

While some of the work outlined above can begin without securing additional funding, all projects that involve research and UBC students will need financial resourcing, whether from UBC-internal funds or from Tri-Council (SSHRC) grants, as well as UBC Research Ethics approval. Dr. Turin will work collaboratively with the Hałtzaqvłá Revitalization Manager to identify funding opportunities, funding cycles and strategic goals. In particular, we envision applying to the SSHRC Insight Grant category in 2023/2024.

9. Dispute Resolution

In the event that there are differences of opinion and perspective about the course or progress of work, or a dispute arises out of or relates to this research agreement, both parties agree to first meet in good faith to pursue resolution through negotiation or other appropriate dispute resolution processes (including Hałtzaqv Nation community-based dispute resolution processes) before resorting to arbitration or litigation. The goal here is for a sustained and respectful relationship that is ongoing. Negotiation or other appropriate dispute resolution processes will be administered by an agreed-upon neutral party.

All information exchanged during negotiation or any subsequent dispute resolution processes, shall be regarded as “without prejudice” communications for the purpose of settlement negotiations and shall be treated as confidential by the Parties and their representatives, unless otherwise required by law. However, evidence that is

independently admissible or discoverable shall not be rendered inadmissible or non-discoverable by virtue of its use during the dispute resolution process.

If a dispute cannot be resolved to the satisfaction of both Parties, the research project may be terminated according to the terms in Article 11.