

James Eric Francis, Sr.



## **Katahdin Woods and Waters National Monument Visitor Contact Station**

**April 28, 2023**

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**BY SIGNING BELOW, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ AND FULLY  
UNDERSTAND AND AGREE TO BE BOUND BY ALL THE TERMS OF THE AGREEMENT.**

**Elliotsville Foundation, Inc.**

By:

Name: Lucas St. Clair \_\_\_\_\_

\_\_\_\_\_

Title: President

Date

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**James E. Francis, Sr.**

\_\_\_\_\_

Date



## Creative Program Participation, Reciprocity and Accountability

### Art Agreement: Katahdin Woods and Waters National Monument Visitor Contact Station

Elliotsville Foundation, Inc. together with Wabanaki Advisory Board

Dated: April 28, 2023

#### Introduction

The purpose of this Creative Program Participation, Reciprocity and Accountability Art Agreement and the Exhibits attached hereto (collectively, the "Agreement") is to memorialize a relationship between James Eric Francis, Sr., a citizen of the Penobscot Nation ("James"), Elliottville Foundation, Inc., a Maine nonprofit corporation ("EFI"), and EPI Monument Projects, L3C, a Maine nonprofit corporation ("the L3C" and together with James and EFI, the "Parties" and each a "Party"), by which James agrees to act as project liaison and contribute certain design and craftsmanship (the "Work") for the VCS Floor Project in the Visitor Contact Station ("VCS") at Katahdin Woods and Waters National Monument, plans for which are attached hereto as Exhibit A. EFI agrees to be responsible for supportive project management, financial resources, and the protection of Wabanaki Indigenous Cultural and Intellectual Property ("ICIP") in connection with development of the VCS.

The United Nations Declaration on the Rights of Indigenous Peoples directs States to recognize and protect Indigenous Cultural and Intellectual Property ("ICIP"). Wabanaki ICIP consists of independent Nation and collective Wabanaki knowledge held collectively among the Wabanaki People and/or is owned by the independent respective Wabanaki Nations. All Wabanaki ICIP shared within the project is owned independently and/or collectively by the Wabanaki Nations.

Katahdin Woods and Waters National Monument is located within the present and traditional homeland of the Penobscot Nation. The land and waters hold special significance to the Penobscot Nation and are inextricably linked with Penobscot culture, ceremonies, oral traditions, language, history, and indigenous stewardship which continues the respectful relationship with the land and waterways that has gone back more than 11,000 years. Katahdin is a culturally significant place to the Wabanaki people where connecting watersheds provide important travel routes for Wabanaki people of Maine, comprised of Maliseet, Mi'kmaq, Passamaquoddy, and Penobscot Nations. The Monument was created by Presidential Proclamation on August 24, 2016. The 87,500 acres of Monument land was donated to the United States by Burt's Bees founder, Roxanne Quimby, through EFI, marking the centennial of the National Park Service ("NPS").

This Agreement flows from a collaborative partnership among the Wabanaki Katahdin Woods and Waters Advisory Board ("Board"), EFI President, Lucas St. Clair, and the EFI team. The Board is made up of representatives of the independent Native Nations that constitute the Wabanaki Confederacy – Penobscot Nation; Mi'kmaq Nation; Houlton Band of Maliseet Indians; and Passamaquoddy Tribes at Motahkomuk and Sipayik. A Memorandum of Understanding between the Wabanaki Board and Elliottville Foundation, Inc. regarding the development of the Katahdin Woods and Waters National monument Visitor Contact Station is attached as Exhibit B (the "MOU").

EFI and the Board are mutually committed to the development of a long-term relationship to support and create benefit for the Wabanaki Nations and to fulfill EFI's mission to advance the dynamic relationship of innovative land conservation and community-based economic development. EFI's subsidiary, EPI Monument Projects, L3C, is the entity responsible for development and construction of a visitor contact station, site, accessways, and the Wabanaki Nations' interpretation in the Monument (collectively, the "Projects").

The Projects are being executed in consultation with the NPS under EFI's Reserved Rights, as described in certain deeds transferring the Monument lands to the United States. The Projects are to be substantially completed in August 2023, and at that time, the new physical property and associated licenses, warranties and contractor obligations will be offered as a donation to the United States through its Department of the Interior ("Interior"). Separate Wabanaki Nation government-to-government agreements

with the Interior will address the continued protection and stewardship of ICIP that is owned independently and/or collectively by the independent Wabanaki Nations and that has either been foundational for the work and/or is incorporated in the design, interpretation, promotion and fundraising for the VCS.

The following tenets regarding participation, reciprocity and accountability shall apply to individuals and groups engaged in the work of the L3C through the Reserved Rights period and, as applicable, beyond the Reserved Rights period. The separate government-to-government agreements which are currently under development shall apply to the long-term protection and stewardship of Wabanaki ICIP that is part of the physical property donation beyond the Reserved Rights period. The Parties are aware these government-to-government agreements are under development and understand they will have the opportunity to comment on and contribute to EPI's and the Board's input to such agreements.

#### A. Governance

The Board engages with EPI teams over the design and development of the VCS. The Board maintains the primary responsibility for overseeing the sharing of Wabanaki cultural knowledge and intellectual property in its relationship with EPI. The Board is the primary decision-maker in when and how ICIP is shared with EPI and VCS Project teams pursuant to the MOU. Following the Reserved Rights period, the long-term protection and stewardship of Wabanaki ICIP that is part of the VCS physical property will come under government-to-government agreements.

Wabanaki ICIP consists of independent Nation and collective Wabanaki knowledge held collectively among the Wabanaki People and is owned independently and/or collectively by the independent respective Wabanaki Nations. The ICIP includes elements that are either foundational for the work and/or are incorporated in the design, interpretation, promotion and fundraising for the VCS.

#### 1. Rights and Uses

- a. James agrees to contribute the Work, as more fully set forth on Exhibit A. James may contribute additional work upon mutual agreement by James and EPI, in which case the Parties will amend and update the Exhibit A and such amended and updated Exhibit A will be executed by both Parties.
- b. James shall retain full ownership and rights to their Work, including, but not limited to, original and digitized versions, created pursuant to their Agreement. Without limiting the foregoing, James hereby grants a non-exclusive, perpetual, royalty-free license to EPI, and upon EPI's donation of the VCS to the NPS, to the United States of America, and their assigns and successors in interest, to use the material in their Work solely for purpose of the maintenance, development and construction of the VCS, documentation, and related exhibitions and archives.
- c. Except as otherwise provided in this Agreement, James may exercise their ownership and rights to their Work for uses in addition to the maintenance, development and construction of the VCS, documentation, and related exhibitions and archives.
- d. James agrees that their ownership in their Work does not extend to the physical property associated with the Work, which may be donated by EPI to the United States for management by the National Park Service.

#### 2. Responsibility for the Work

- a. James shall supervise and direct the Work, using their best skill and attention. James shall be solely responsible for and have control over means, methods, techniques, sequences and procedures, and for coordinating all portions of their own process under the Agreement, with the exception that they shall consult with the Board with regard to any potential Wabanaki ICIP in the Work.
- b. Subject to terms and duration of its Reserved Rights, the EPI team shall provide reasonable access to the VCS project site.

#### 3. Contract Dispute Resolution

With the exception of issues related to Wabanaki ICIP, which shall be resolved with the Board, James and EPI may mutually agree to submit to mediation any claim, dispute or other matter in question arising out of or related to their Agreement. For any claim not resolved by mediation, the method of binding dispute resolution shall be litigation in court. All such questions concerning this Agreement shall be governed by and resolved in accordance with the laws of the State of Maine. In the event litigation arises, each Party

is responsible for their own expenses. Any question that arises concerning any right or relationship to the United States under this Agreement shall be governed and resolved in accordance with Federal law.

#### 4. Disclaimer of Liability

In no event will either Party be liable for any (A) loss of profits or any indirect, special, consequential, punitive or incidental damages, however caused, and even if such party has been advised of their possibility of such damages or losses; or (B) claims made against either party arising under this Agreement more than two (2) years after the claim arose.

#### 5. No Third Party Beneficiary, Generally

Except as expressly stated in Sections A(1), A(3), and F(3) regarding the rights and relationships to the United States of America, nothing in this Agreement between James and EFI shall create or be deemed to create any third party beneficiary rights in any person or entity not a party to this Agreement.

### B. Decision-Making and Project Management

EFI is the creative lead with the Roxanne Quimby Foundation in the development of the Projects. EFI has responsibility for contracts, MOUs, and scopes of work for design, landscaping and interpretation as well as promotion and fundraising related to the Projects. The Board maintains regular meetings with EFI and both the Board and EFI are responsible to convey the Board's decisions about the Creative Program and ICIP in the Projects.

#### 1. Coordination and Approval of Work

- a. EFI Creative Program Manager, Erin Hutton, coordinates the input, guidance, material requirements, curation, and review of the Work to be coordinated with EFI teams - architects, engineers, designers, authors, fabricators, and construction.
- b. EFI Project Manager, Gary Stern, coordinates EFI contracts and invoicing, directly or indirectly supports all projects, and is liaison with EFI promotion, fundraising, finance and construction teams.
- c. The Board holds authority for final sign off on major design, installation and representation that draws from and/or embodies Wabanaki cultural knowledge.
- d. EFI's President, Lucas St. Clair, approves all EFI contracts and invoices, holds EFI authority for final sign off on all Creative Program elements, and delegates certain direct and indirect support of all projects.
- e. EFI's Architect of Record, S. Edward Parker, determines whether completion of Work is satisfactory based on meeting specifications per James's contract, generally accepted industry standards, and his professional judgment.

#### 2. Project Schedule and Modifications to Agreement

- a. James will perform and complete Work described in Exhibit A in accordance with the timeline mutually agreed to by James and EFI in the VCS Floor Art Proposal, always understanding that time is of the essence.
- b. The Parties will regularly assess and update the timeline. The Parties must mutually agree in writing regarding major changes to scope, deliverables, timing or pricing.

#### 3. Termination Prior to Completion

- a. Either Party may immediately terminate this Agreement (A) by giving written notice to the other party if the (i) other party is in material breach of its obligations and (ii) fails to remedy such breach within seven (7) days of receiving written notice requiring it to do so; or (B) if the other party files for bankruptcy.
- b. Either Party may terminate this Agreement for convenience, with or without cause, by giving fourteen (14) days prior written notice; in which case fees shall be settled based on the portion of the Work completed and accepted by EFI and the Architect of Record to the date of such termination.

### C. Permissions and Consent

The sharing of Wabanaki cultural knowledge requires various forms of implied and explicit permissions and consent.

1. EFI will work to ensure clear and transparent permissions and consent have been attained for all Wabanaki ICIP that has either been foundational for or incorporated in the Projects.
2. During the Reserved Right period, the Board will be responsible for providing permissions and consent based on the Board's responsibility representing Wabanaki Nations. Following the Reserved Rights period, the separate government-to-government agreements which are currently under development shall apply to the long-term protection and stewardship of Wabanaki ICIP that is part of the physical property donation beyond the Reserved Rights period.
3. In cases where the Work may be subject to copyright, EFI will work to ensure clear and transparent permissions and consent have been attained by the parties for any future use.

**D. Attribution and Acknowledgement**

The EFI teams, James, and the Board will jointly take responsibility for proper and appropriate acknowledgement and attribution of cultural knowledge and cultural inspiration contributed to the various VCS elements. The Wabanaki Board will hold authority and will provide final sign off on major design, installation and representation that draws from and/or embodies Wabanaki cultural knowledge and/or intellectual property.

1. Acknowledgement and Attribution
  - a. All acknowledgements and attribution will include the Wabanaki Nations, James and other individual contributors to the Work, as appropriate.
  - b. All parties shall include proper and appropriate acknowledgement and attribution of any Wabanaki ICIP in instruments of service, designs, and photographic, artistic representations, or other documentation of the Projects among professional and promotional materials.
2. Promotion
  - a. James agrees to follow EFI press and social media guidelines regarding the Projects.
  - b. The EFI team will provide additional non-confidential public relations information and other materials related to the Projects to James upon request.
  - c. James agrees not to refer to any proprietary or confidential Project information without EFI's consent.

**E. Benefit Sharing**

1. Proceeds
  - a. Proceeds derived from products directly created through the Projects pursuant to a contract with EFI will be provided to the Wabanaki communities to directly benefit youth programs and tribal museums/cultural centers in a manner to be agreed upon by EFI and the Wabanaki Board.
  - b. Proceeds derived from products created outside the Projects by James may be retained by James, unless otherwise agreed by James.
2. Documentation

James understands and agrees that EFI may commission documentation of their process and the Work itself with the following conditions:

  - a. Such documentation, which may include photographs, audio recordings, video and other methods, will be "work for hire" and stewarded by EFI.
  - b. Upon request, James will have full and complete access to such documentation which may be used for their own professional purposes.
  - c. When published in any form, the Parties shall provide attribution of such documentation that acknowledges James's Work, those who created the documentation, and the inclusion of Wabanaki ICIP.
  - d. Documentarians may use their Work for their own professional purposes only with permission and consent from EFI and with appropriate acknowledgement and attribution.
3. Publications
  - a. All publications commissioned by EFI that represent James's Work for the Projects in print and visual form will be considered works of joint authorship by James, EFI, and the Wabanaki Nations, as appropriate.
4. Usage

- a. The EFI team may use and duplicate the designs, drawings, specifications, and documents created by James as called for in constructing, using, maintaining, altering and adding to the Project.
- b. James and the EFI team may use particular portions of the Work or associated documents for public relations purposes with proper and appropriate acknowledgement and attribution, as well as prior written permissions and consent from the Board .

#### F. Payment, Insurance and Indemnification

##### 1. Charges, Billing, Payments and Waiver

- a. The final agreed upon compensation to James for the Work is set forth on Exhibit A. The final installment shall be paid to James upon satisfactory completion of the Work and acceptance by EFI and the Architect of Record. Travel expenses and materials to be purchased for use in connection with the Work are to be pre-approved by EFI and will be reimbursed as incurred with provision of relevant receipts.
- b. James will submit invoices of fees, associated time records, and expenses to EPI Monument Projects, L3C.
- c. Invoice approvals and payments are due upon submission, subject to timely and satisfactory completion of work as determined by EFI and the Architect of Record, with questions or disputes on invoice charges to be addressed promptly by the parties. Unless there are questions or disputes pending resolution, payments will be made within thirty (30) days of receipt of invoices, however EFI has the right to withhold payment for invoices not approved due to lack of documentation or late or unsatisfactory work.
- d. Any payment not received by James within 45 days of receipt of approved invoices is subject to legal rate of interest in Maine (6% / annum).
- e. A Claim and Lien Waiver may be required from James upon completion of work and prior to receipt of final payment. Interim Waivers prior to final completion of work may be required (TBD).

##### 2. Insurance

James agrees to carry their own Automobile Liability coverage in the minimum amount of \$500,000 per incident combined single limit and aggregate for bodily injury and property damage and will provide upon request current Standard Certificates of Insurance to EFI through the term of their agreement. EFI will maintain liability insurance sufficient for coverage of Work on the Projects.

##### 3. Intellectual Property Indemnification

James shall, at their own expense, indemnify, defend and hold EFI and its directors, officers, employees, and agents, and upon EFI's donation of the VCS to the NPS, the United States of America (collectively, the "Indemnitees") from and against any action based on a claim that any aspect of James's intellectual property infringes any third party intellectual property rights, including but not limited to any copyright, trade secret, patent, trademarks, or other proprietary right. James will pay any award against Indemnitees, any settlement approved and any costs and attorneys' fees incurred by Indemnitees, resulting from such claim.

##### 4. Mutual Indemnification

Each Party (the "Indemnifying Party") agrees to defend, indemnify, and hold harmless the other party and its officers, directors, agents, and employees from and against any and all claims, demands, obligations, actions, causes of action, suits, judgments, awards, fines, penalties, liens, damages of any type; costs, expenses, reasonable attorney and consultant fees; losses or liability, at law or in equity, of every kind and nature whatsoever ("Claims"), except those suffered as a result of the intentional or negligent acts or omissions of the Indemnifying Party, its employees, or agents with actual authority to act on behalf of the Indemnifying Party pertaining to the activities in connection with this Agreement.

#### G. Miscellaneous

This Agreement and Exhibits and Schedules attached hereto constitute the entire agreement between the Parties with respect to the subject matter in this Agreement and supersede any previous oral or written communications, representations, understanding or agreements with respect thereto. The terms of this Agreement may not be amended, changed or supplemented in any way except by a writing signed by both Parties. This Agreement may be signed in one or more counterparts, each of which will be deemed

an original copy of this Agreement and all of which, when taken together, shall be deemed to constitute one and the same Agreement. The exchange of copies of this Agreement and of signature pages electronically (including by PDF) shall constitute effective execution and delivery of this Agreement and may be used in lieu of the original Agreement for all purposes.

[End of Agreement. Exhibits follow.]

# VCS Floor Art Proposal

By James Eric Francis Sr.

PO Box 32, Old Town Maine

[familytreegraphics@gmail.com](mailto:familytreegraphics@gmail.com)

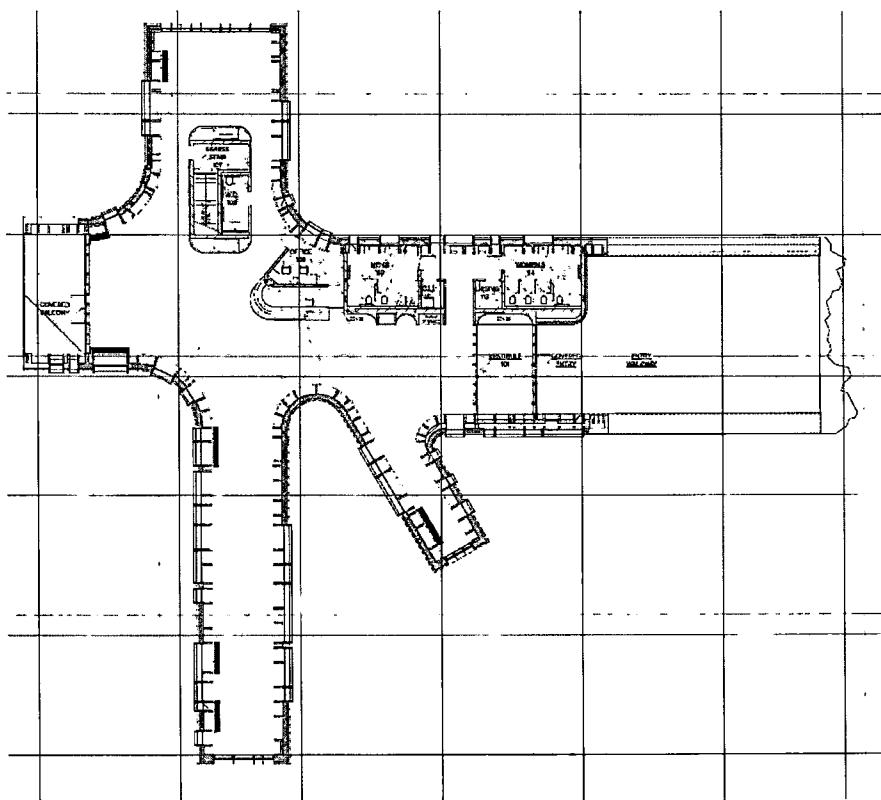
### **Floor Map art proposal.**

This is a proposal for an artist's work for the floor of the Visitor Contact Station at Katahdin Woods and Water National Monument. This proposal is presented by me, James Eric Francis Sr. The idea for this art was born out of the work done by the interpretation planning team, Wabanaki Advisory Board and my work around indigenous landscapes.

The idea is to have a large portion of the Penobscot River, from Penobscot bay to the head waters of the East Branch, etched into concrete tiles on the floor. Important landmarks on the landscape will be featured. Also, important interpretation elements, such as portage routes will be featured.

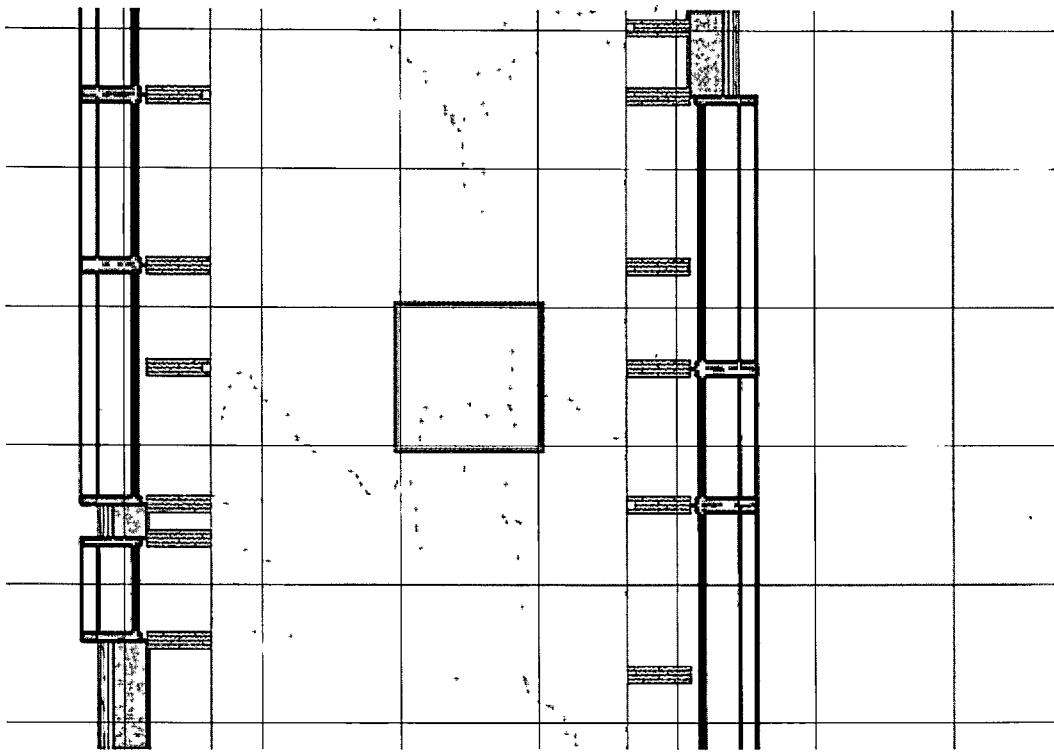
### **River Layout**

The placement of the river on floor was done using vector imagery. This vector image was in poor condition. It has many fractured bits and was not showing important details. Some island and smaller ponds were not clearly represented. Cleaning this image would be extremely time consuming. However, this image was good enough to layout the river on the floor plan. This work has already been done. Some liberties were taken in nudging the river here and there to ensure river features made sense within the confines of the floor plan. I did not alter the north-south orientation of the image, it is true to the orientation of the building.

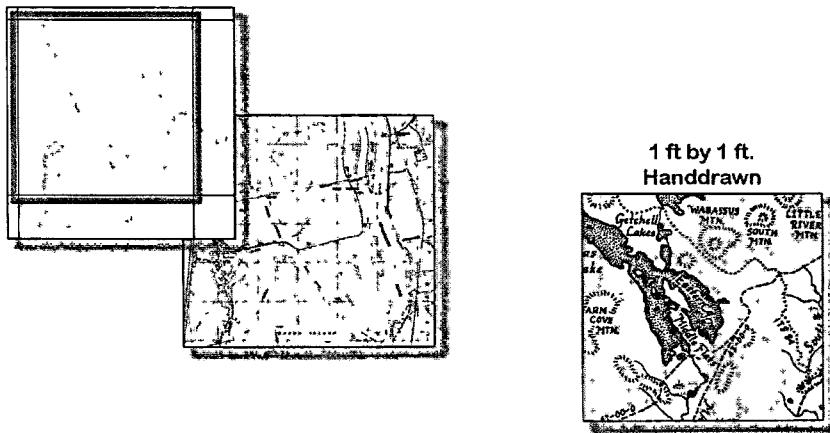


### **Tile layout**

The finished tiles are going to be four feet by four feet (4'x4') in area. Using this information, I roughly laid out the tile pattern. (this process will have to be done again in consultation with the tile manufacturer.) Then using the pattern you can see individual tiles that would be produced.



Once it is determined where the river will lay on upon the tile, then I will use USGS Topographic maps and create the image for the tile.



The plan is to physically draw each individual tile. I will use topographic, Lidar, and historical maps to ensure the proper placement of water courses and land features. I will be drawing the tiles at a  $\frac{1}{4}$  scale. Creating 1'x1' images. This will allow me to work in "Pen and Ink" (.50-.70mm) scale. Scaling the image up to 4'x4' for the final tile. The process of scaling will make the lead of the ink very readable for someone standing and looking down at the floor.

The final map will borrow the design elements captured by Jane Cosen, a map maker from Penobscot, Maine. Jane borrowed from older mapmakers using elements that give an older feel to the maps. Mountain will be depicted as "caterpillars" (see image above). This is one technique used by early map makers in Maine such as Lucius Hubbard, and Moses Greenleaf.

Using older techniques and hand drawing the images will create an old-style map that will flow through the space.

### What is on the map?

Including ALL elements that can be found on a map would make the floor a 'busy' mess. My goal is to only include features that are important landmarks.

- The entire main stem of the river. From Verona Island, near Bucksport, to the confluence of the East and West Branches at Medway.
- The West Branch will be featured as it winds its way toward the Western Balcony falling under the skylight.
- Katahdin will be featured (of course)
- The East Branch will make up the corridor leading to the North room.
- Grand Lake Matagamon and Grand Lake Seboeis will be featured on the floor in the North room. These two lakes are vital in the portage routes connecting them to the St. John Branch, Aroostook River.
- The Mattawamkeag River will be featured and fall under the feet of people entering the VCS. Baskahegan Lake to the Eel River portage is an important canoe route.
- Other Major Stream:
  - Sourdabscook
  - Kenduskeag
  - Sunkhaze
  - Piscataquis
  - Passadumkeag
  - Stillwater
  - Matamiscontis
  - Millinocket
  - Nesourdahunk
- Mountain as they appear on the landscape. There will not be many down the South wing.
- May include small images of cluster of trees, animals, and villages as they appeared historically on the river. Cultural elements will be at the discretion of the artist.

Keep in mind that this list only includes items that will be drawn by my pen. Once the image is scanned then WSDIA can add additional design elements that will be etched onto the floor. In addition, the labeling of the map with indigenous place names will also be done digitally.

### The use of Old Maps

On the scope of the map there are modern dams that have changed lakes, rivers and ponds. It is my intent to use pre dam maps imagery in these areas.

Grand Lake Matagamon. Before the dam this lake was two lakes. The Penobscot called them "Matagamon" and "Matagamon-sis." The "sis," is the diminutive form of the former. On maps they were referred to as First and Second Lakes. They were linked by a channel. Hay Brook, flowing from the North, connected between the lakes, on this small channel. Hay Brook, was the main portage route from the upper East Branch to the Aroostook River.

Mataseunk Dam. Between the Nicatou, (Medway) and Mattawamkeag is Mattaseunk Dam. The construction of this dam flooded area making an island in the Process. I am not sure if this island was ever named.

Quakish Lake. This dam was built at the same time as the paper mill on nearby Millinocket Stream. The dam sat at the top of a run of river that had cut a gorge as it left Quakish Lake. The dam control flow down the gorge and expanded and created Ferguson Lake. The water was then channelled through the mill to make electricity and splash out in Millinocket Stream.

**Budget:**

The budget is presented here as a range. The layout of the tiles will dictate the number of tiles that need to be drawn. I estimate the number of tiles to be between 250 and 300 tiles. These tiles will vary in complexity due to the layout of the design.

\$X-\$X.

**Deliverables:**

- I will deliver between 250 to 300 hand drawn images (1'by1') representing tiles.
- Numbered tile map linking images to the space.
- Outside my Scope of this agreement:
  - Scanning and vectorizing the images
  - Digital enhancements (placenames, other content)

**Timeline:**

This work is projected to be completed by June 30, 2022. (This is assuming an early March approval)

**Other Considerations:**

Because the spatial arrangement of tiles is the grid that I will be working with, it is imperative that a meeting be scheduled between the tile manufacturer, WSDIA, Erin Hutton and Ed Parker.

- Potential Tile layout pattern
- File parameters (scanning and vectorizing)

Intellectual Property Rights will be outlined within the contractual agreement with the client.

**Memorandum of Understanding Between the Wabanaki Council and Elliottsville Foundation, Inc. regarding development of the Katahdin Woods and Waters National Monument Visitor Contact Station 2020**

The Wabanaki Katahdin Woods and Waters Working Council "Wabanaki Council" and Elliottsville Foundation, Inc. (EFI) share a commitment to the development of a long-term relationship to support and create benefit for the Wabanaki Nations and to enhance EFI's mission to "advance the dynamic relationship of innovative land conservation and community-based economic development" (EFI Mission Statement 2020). The purpose of this MOU is to formalize the responsibilities and relationships between the current Wabanaki Council and EFI, a private nonprofit operating foundation. This is specifically regarding the sharing and subsequent use of Wabanaki cultural knowledge and intellectual property during development of the design, interpretation, promotion and fundraising for Visitor Contact Station (VCS) under EFI's Reserved Rights, referred to as 'the VCS Project' in the Katahdin Woods and Waters National Monument (KWWNM).

Intellectual and cultural property issues are critical to address in any environment where Wabanaki communities are sharing their knowledge with other interested parties. Histories of settler-colonialism in Maine and nationally have created multiple contexts where Wabanaki cultural knowledge is not properly recognized, valued and protected. This has ongoing consequences for how Wabanaki people are willing to share their knowledge, under what circumstances and with whom.

This MOU represents an agreement between the Wabanaki Council and EFI to work collaboratively to protect Wabanaki cultural knowledge from appropriation and to ensure open dialogue and decision-making about Wabanaki boundaries around the sharing of cultural knowledge and intellectual property in the design and development of the VCS Project.

The purpose of this MOU is to clarify Wabanaki Council and EFI expectations with regard to the following discrete areas:

1. Sharing Wabanaki knowledge in the process of working with EFI directly;
2. Sharing Wabanaki knowledge in the process of working with the VCS Project teams;
3. Control and governance of Wabanaki cultural knowledge and information used in VCS Project contexts;
4. Decision-making in relation to use of Wabanaki cultural knowledge.

What follows below are the terms for how the Wabanaki Council and EFI intend to conduct their collaborations and partnerships. Each 'Whereas' clause is intended to provide background information for commitments which follow in the 'Therefore' clauses.

**Whereas, [Governance]** the Wabanaki Council is constituted by 2-4 representatives from the Penobscot Nation, the Passamaquoddy Tribe-Indian Township, the Passamaquoddy

Tribe-Pleasant Point, Houlton Band of Maliseet Indians and Aroostook Band of Micmacs to engage with EFI over the design and development of the KWWNM VCS. The Wabanaki Council maintains the primary responsibility for the sharing of Wabanaki cultural knowledge and intellectual property in its relationship with EFI.

**Therefore**, EFI agrees that all Wabanaki cultural knowledge and intellectual property shared within this project is owned by the Wabanaki Nations who are currently represented by the Wabanaki Council. Individual Wabanaki artists and authors will retain their intellectual property rights.

**Therefore**, EFI confirms that the Wabanaki Council is the primary decision-maker in when and how cultural knowledge and intellectual property is shared with EFI and the VCS Project teams. This will be reflected in appropriate clauses requested in current and future EFI contracts and MOUs related to the VCS Project.

**Therefore**, the Wabanaki Council affirms its commitment to work in partnership with EFI to clearly determine the boundaries of what is being shared, and to alert EFI if there are concerns about how cultural knowledge is being incorporated in the VCS Project.

**Whereas**, *[Decision-Making]* EFI is the creative lead (with the Roxanne Quimby Foundation) in the development of the VCS Project and has responsibility for contracts, MOUs and scopes of work for design, landscaping and interpretation as well as promotion and fundraising related to the VCS Project.

**Therefore**, the Wabanaki Council will maintain regular meetings with EFI and directly communicate with EFI about concerns and issues related to the sharing of cultural knowledge and IP as they arise;

**Therefore**, both the Wabanaki Council and EFI will be responsible for conveying Wabanaki Council decisions about design, interpretation, promotion and fundraising processes to relevant parties under contract with EFI.

**Therefore**, Wabanaki Council will hold authority for final sign off on major design, installation and representation that draws from and/or embodies Wabanaki cultural knowledge.

**Whereas**, *[Attribution and Acknowledgement]* in the development of the VCS Project there is significant representation of the Wabanaki Nations in project/narrative representations including in promotional materials such as video, publications and in fundraising appeals.

**Therefore**, EFI will take responsibility for proper and appropriate acknowledgement and attribution to the Wabanaki Nations and Wabanaki individuals of cultural knowledge and cultural inspiration contributed to various VCS elements.

**Therefore**, EFI and the Wabanaki Council will be responsive to third-party IP clauses within work contracts and MOUs, negotiating changes that reflect Wabanaki ownership, authorship and attribution.

**Therefore**, all publications commissioned by EFI representing the VCS Project in print and visual form will be considered works of joint-authorship.

**Therefore**, proceeds derived by EFI from products produced through the VCS Project will be provided to the Wabanaki communities to directly benefit youth programs and tribal museums/cultural centers.

**Whereas, [Permissions and Consents]** The sharing of Wabanaki cultural knowledge shall require various forms of implied and explicit permissions and consent.

**Therefore**, EFI will work to ensure clear and transparent permissions and consent have been attained for EFI and contracted work on the VCS in contexts where Wabanaki cultural knowledge has either been foundational for the work and/or is incorporated into the design, interpretation, promotion and fundraising for the VCS Project.

**Therefore**, the Wabanaki Council will be responsible for providing permissions and consent based on the Council's responsibility representing the Wabanaki Nations.

**Signed on behalf of the Wabanaki Council**

*November-December, 2020*

Richard Silliboy  
Donald Soctomah  
Newell Lewey  
Susan Young  
James Francis  
Chris Sockalexis  
Jennifer Neptune  
John Dennis  
Gabriel Frey  
Suzanne Greenlaw  
Natalie Lolar  
Isaac St. John

**Signed on behalf of EFI**

*December, 2020*

Lucas St Clair