

**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