APPENDIX 2

Memorandum of Understanding

This Memorandum of Understanding is dated the 6 day of March, 1998.

BETWEEN

THE MOOKAakin CULTURAL AND HERITAGE SOCIETY,

as represented by the Mookaakin Cultural and Heritage Society
Board of Directors

(hereinafter referred to as the “Mookaakin Society”)

AND

THE GLENBOW-ALBERTA INSTITUTE,

as represented by the Glenbow-Alberta Institute Board of Governors

(hereinafter referred to as the “Glenbow Museum”)

WHEREAS the Mookaakin Society has been established by the Blood Tribe for
the following purposes:
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(a) to promote and preserve the spiritual doctrines and observances of the Blood/Kainai people (the Blood/Kainai First Nation situated on the Blood Indian Reserve in Alberta) that have existed since time immemorial by organizing and providing instruction of those ways to the Blood/Kainai people, and whereby such instruction will be provided by the Blood/Kainai spiritual practitioners;

(b) to promote and preserve the unique language and history of the Blood/Kainai people by organizing and providing language and history instruction to the Blood/Kainai people;

(c) to encourage an appreciation by the general public of the spiritual doctrines and observances, language and history of the Blood/Kainai people by providing the public with general information regarding those ways, and by encouraging the participation of the public in those related events that are not considered to be spiritually sensitive in nature;

(d) to encourage and actively pursue the repatriation of the objects and articles that facilitate the spiritual doctrines and observances of the Blood/Kainai people by providing the necessary resources to locate and retrieve such objects;

(e) to promote the preservation, protection and enhancement of the spiritual customs, traditions and beliefs of the Blood/Kainai people by establishing and maintaining facilities for Blood/Kainai spiritual observances;

(f) to foster the preservation, protection and enhancement of Blood/Kainai customs, traditions and beliefs by establishing and maintaining a facility to preserve the data, objects and articles of the Blood/Kainai peoples;

(g) to do all such things as are incidental to or conducive to the attainment of the objects of the Mookaakin Society.
WHEREAS the Mookaakin Society is desirous of participating in a cooperative working relationship with the Glenbow Museum in respect of Blood Tribe/Blackfoot cultural patrimony that is stored at the Glenbow Museum; AND

WHEREAS the Glenbow Museum houses significant aspects of First Nations patrimony; AND

WHEREAS the Glenbow Museum respects the culture and traditions of First Nations and recognizes that First Nations programs and exhibits at the Glenbow Museum must reflect the First Nations point of view; AND

WHEREAS the Glenbow Museum recognizes the recommendations established by the Canadian Museums Association and the Assembly of First Nations Task Force in 1989 on developing a cooperative working relationship between museums in Canada and First Nations; AND

WHEREAS the Glenbow Museum is desirous of participating in a cooperative working relationship with the Mookaakin Society in respect of Blood/Blackfoot cultural patrimony that is housed at the Glenbow Museum, recognizing that legal title to this patrimony resides with the Province of Alberta; AND

WHEREAS the Mookaakin Society and the Glenbow Museum wish to enter into a Memorandum of Understanding that will allow both parties to cooperatively address matters relating to Blood/Blackfoot patrimony which is housed in the Glenbow Museum.

THEREFORE to facilitate a cooperative working relationship the parties agree:

1. That the Glenbow Museum will use its best efforts to include the participation of the Blood Tribe in the process of collecting, planning, research, implementation, presentations, and maintenances of all exhibits, programs and projects that pertain to the Blood/Blackfoot culture, and include the Blood Tribe in the interpretation, representation of information relating to Blood/Blackfoot culture, including archival documents, audio and visual
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recordings and all other relevant collections which are housed at the Glenbow Museum, recognizing that the final responsibility for all such interpretation, representation, collecting, planning, research, implementation, presentation and maintenance of such material rests with the Glenbow Museum.

2. That the Glenbow Museum will develop a process that would allow the Blood Tribe access to spiritually sacred materials, cultural objects and relevant data, while respecting the concerns of the Glenbow Museum regarding the care, maintenance and preservation of the Glenbow Museum’s collections.

3. That the Glenbow Museum, with the participation of representatives of the Blood Tribe, will develop a process regarding the treatment, use, presentation and disposition of spiritually sacred and ceremonial material, whereby such uses will be determined on moral and ethical grounds.

4. That the Glenbow Museum will develop a process to include a representative from the Blood Tribe in the development of museum policy, procedures, exhibitions, programs or projects pertaining to Blood/Blackfoot culture, custom and history by encouraging the participation of a representative from the Blood Tribe on the Glenbow Museum First Nations Advisory Council.

5. That both parties will jointly select the representative from the Blood Tribe who will participate on the Glenbow Museum First Nations Advisory Council.

6. That the Glenbow Museum will institute a system that will provide full disclosure to the Blood Tribe respecting information on the Blood/Blackfoot museum collections at the Glenbow Museum, or accessible by the Museum, and such a system will also be utilized to facilitate an exchange of historical knowledge respecting the history and use of Blood/Blackfoot objects, material or data.

7. That the Glenbow Museum and the Mookaakin Society will foster an exchange of knowledge, while maintaining a mutual appreciation of the Blood/Kainai perspective and cultural needs of the Blood Tribe, including the Museum’s technical practices and methodologies concerning the preservation and management of Blood/Blackfoot collections.
8. That the Glenbow Museum and the Mookaakin Society will develop long term initiatives and procedures that will allow both parties to enter into discussions to develop Blood/Blackfoot cultural processes for the permanent transfer of spiritually sacred objects, recognizing that legal title to all such artifacts currently housed at or on loan from the Glenbow Museum rests with the Province of Alberta.

9. That the Glenbow Museum and the Mookaakin Society will support the research and repatriation of spiritually sacred objects that are housed in museums outside Canada by participating in discussions with the International Council of Museums and other professional agencies, including UNESCO.

10. That the Glenbow Museum and the Mookaakin Society will develop procedures, which include cultural and customary practices, to address conflicting requests by Blood/Blackfoot First Nations who wish to access spiritually sacred objects, material and data.

11. That the Glenbow Museum and the Mookaakin Society will develop professional and technical training initiatives respecting Blood Tribe/Kainai cultural and historical projects.

12. That the Glenbow Museum and the Mookaakin Society will establish internships that will assist the initiatives and activities of both the Glenbow Museum and the Mookaakin Society, which include the developments of collaborative projects in the areas of research, training, exhibitions and public relations that pertain to Blood/Blackfoot collections.

13. That the Glenbow Museum and the Mookaakin Society will jointly support the development and activities of their respective organizations and other related activities which may affect both organizations.

14. That the Glenbow Museum and the Mookaakin Society will share in the costs and benefits related to jointly initiated projects where such costs may include, but not limited to, training, public relations, research, treatments,
interpretation, exhibition and storage of Blood/Blackfoot cultural patrimony. Such costs will not be calculated retroactively, and all costs will be negotiated and the level of sharing thereof be agreed upon by the parties prior to the initiation of any such project.

15. That the Glenbow Museum will assist the Mookaakin Society with technical and advisory services in dealing with other museums and organizations in areas relating to the objects of this MOU, and the Glenbow Museum will facilitate access for the Mookaakin Foundation to other museums and organizations for such services related to this MOU.

16. That the Glenbow Museum and the Mookaakin Society shall amend this Memorandum of Understanding by mutual agreement, and such amendments will be made in writing and executed by both parties.

17. That the Glenbow Museum and the Mookaakin Society agree that this Memorandum of Understanding shall continue until such time that either party provides the other party with twelve (12) months written notice of termination of this Memorandum of Understanding.

IN WITNESS WHEREOF the parties have executed this Memorandum of Understanding and by the hands of their duly authorized representatives.

MOOKAASKIN CULTURAL AND HERITAGE FOUNDATION

[Signatures]

President

Witness

GLENBOW MUSEUM

[Signatures]

President

Witness

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