

Example Agreement

Agreement for use of Maidu Traditional Environmental Knowledge (TEK) and Traditional Cultural Knowledge (TCK) by a Non-Maidu Organization, Group, or Individual.

As a community and as individuals the Maidu people are faced with a situation wherein their culture is recognized as having value to non-Maidu organizations, groups, and individuals. However, the Maidu have no sufficient method for maintaining control of Maidu TEK and TCK once it as been recorded and/or otherwise given out. Too often, Maidu knowledge, once it has been shared is seen as knowledge that can be used by others and otherwise appropriated to meet non-Maidu goals. In an effort to alleviate this problem faced by the Maidu the Maidu Cultural and Development Group (MCDG) has placed itself in a position to work toward the protection of intellectual property rights of Maidu knowledge held by Maidu individuals and the Maidu community in general.

In an effort to better protect Maidu TEK and other TCK the MCDG, acting on behalf of the Maidu community in so far as those members of the Maidu community are willing to allow by signing the following agreement, will hold the following to be agreed to; (TEK is a form of TCK and shall be considered under TCK through out the agreement following. The knowledge sharer shall be the Maidu individual of Maidu community that will share knowledge with the knowledge seeker. The knowledge seeker shall be the organization, group, or individual that will be collecting, recording, or otherwise seeking the Maidu TCK and a signatory to this agreement.)

- Maidu TCK shared under the following agreement shall, if it is specific to the individual knowledge sharer or known only to the individual knowledge sharer signing this agreement, be the property of the knowledge sharer.
- Maidu TCK shared under the following agreement shall, if it is general Maidu TCK not specific to an individual, be the property of the Maidu community and shall be owned in common by all Maidu individuals or as otherwise stated in this agreement by the knowledge sharer. General Maidu knowledge cannot be owned by any organization, group, or individual that is not a primarily Maidu organization, or group that is founded by, and continues to be run by a majority of Maidu, and Maidu developed and/or approved guidelines.

- As all Maidu TCK shall be owned in one way or another within the Maidu community the owner shall hold all rights to distribution and future use of this knowledge collected through this project or as seeming to further this project that is beyond what is agreed to in this agreement.
- The organization, group or individual wishing to utilize Maidu TCK shall clearly explain the intent of their utilization of Maidu TCK, shall delineate the method of recording or otherwise holding Maidu TCK, shall delineate the extent of their spreading of the agreed to TCK, shall demonstrate how this project shall further the capacity building, and general well being of the Maidu community and shall do all of the above before the agreement is signed.
- The organization, group, or individual wishing to utilize Maidu TCK shall give to the MCDG and knowledge sharer an original, or copy, of the finished product that will be equal to or the original that the organization, group, or individual will be using. In addition, the organization, group, or individual shall make all notes and other forms of recorded information collected through this project, whether used in the final product or not, the property of the knowledge sharer, the MCDG, or as otherwise agreed to by the signatories of this agreement.
- No party to this agreement may alter the agreement after it has been signed without the additional signatories of the other parties at the time of the alteration.
- Any unauthorized use of Maidu TCK collected per this agreement of under the seeming furthering of this project by the knowledge seeker shall be seen as a breach of agreement and the agreement may be terminated.
- All Maidu TCK collected through projects of this agreement or under the seeming furthering of projects in this agreement shall, upon the termination of this agreement for reasons of breach of agreement, be recognized immediately as the property of the knowledge sharer, MCDG or as otherwise agreed to by the signatories. This property shall be turned over, in full, to the rightful owner/s.

Project description:

Attachment: yes no

Parties to agreement:

Knowledge seeker: organization, group, individual

Knowledge sharer:

Maidu Cultural and Development Group:

Intent of utilization of Maidu TCK:

Attachment: yes no

Method of recording or otherwise holding Maidu TCN: (including numbers of each product)

Attachment: yes no

Written notes, publications, other

Audio Video recording

Audio recording

Photograph

Other

Extent of spreading agreed to TCN:

Attachment: yes no

Storage

Public access

Capacity building and betterment of the Maidu community:

Attachment: yes no

Ownership:

Attachment: yes no

Knowledge sharer

Name:

Maidu community organization

Name:

Other

Compensation:

Attachment: yes no

Description

Additional Information:

Attachment: yes no

