



YUROK TRIBE

190 Klamath Boulevard • Post Office Box 1027 • Klamath, CA 95548

The "Sovereign Data, Sharing, and Security Agreement" was drafted and compiled by the Yurok Tribe through the efforts of Associate General Counsel, Gage Hansen. The Yurok Tribal Council has agreed to allow others to use, distribute, remix, adapt, and build upon the contents of the "Sovereign Data Sharing and Security Agreement" so long as plain and conspicuous attribution is given to the Yurok Tribe, regardless of the medium or format others choose to put the contents, and so long this notice is included. If others remix, adapt, or build upon the material in such a way that would benefit the Yurok Tribe or the greater community of the Tribes of the United States, the permission granted by this notice is contingent on those benefits being reported to the Yurok Tribe and that all such modified materials are subject to these identical terms. Modified materials must include a clear statement that the document being presented is a modification because, while the Yurok Tribe encourages improvements, modifications may not represent the interests or opinions of the Yurok Tribe. Anyone who uses, distributes, remixes, adapts, or build upon the content of the "Sovereign Data Sharing and Security Agreement" benefits from the commercial and cultural efforts of the Yurok Tribe and the Yurok Tribe's grant of this license and thereby enters a consensual relationships with the Tribe; such a person's use, distribution, remix, adaptation, or building upon these contents without appropriate attribution is consent to personal jurisdiction of the Yurok Tribe and thereby subjects the person, without exception, to the laws of the Yurok Tribe and jurisdiction of the Yurok Tribal Court.

Sovereign Data, Sharing, and Security Agreement For Research Performed in Yurok Ancestral Territory

Brief Description: This agreement governs the Parties' creation, collection, exchange, storage, use, and dissemination of culturally sensitive, confidential, or proprietary information acquired or in the possession of the Parties, including interview transcripts, research, analysis, and deliverables.

INDEPENDENT DATA SECURITY AGREEMENT

This Agreement is between **[ENTITY FULL NAME]** ("**[ENTITY]**") - **[ENTITY ADDRESS]** - and the Yurok Tribe (the "**Tribe**") - 190 Klamath Boulevard, P.O. Box 1027, Klamath, California 95548 - (collectively, the "**Parties**"). This Agreement is effective as of the date of later of the dates of the party signatures ("**Effective Date**").





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The Parties agree as follows:

1. **Purpose of Agreement.** The Parties enter into this Agreement to facilitate research conducted pursuant to [PROJECT], regarding [PROJECT DESCRIPTION] (the "Project"), and to encourage inclusion of tribal knowledge, values, and priorities in decisions of the [PROJECT AREA] by protecting culturally sensitive, confidential, or proprietary information from inappropriate dissemination.

2. **Project Period.** The parties expect this work to be conducted between [START DATE] and [END DATE].

3. **Project Personnel.**

a. [ENTITY] has, or is capable of securing, sufficient personnel to complete [ENTITY]'s Project obligations.

i. [ENTITY], including [ENTITY]'s agents and representatives, agrees not to solicit for employment, instigate employment communications, or commission for employment any current employees of the Tribe to complete [ENTITY]'s Project obligations because doing so would impede the Tribe's ability to fulfill the Tribe's Project obligations and obligations of this Agreement.

b. Employees, researchers, interviewers, representatives, agents, and contractors of [ENTITY] and the Tribe who conduct activities targeting Project Objectives as described in the Subaward ("Project Personnel") are collectively and individually responsible for the provisions of this Agreement.

c. Drug and Alcohol Policy. Project Personnel on Tribal property or within the Tribal Jurisdiction are subject to the Tribe's Drug and Alcohol-Free Workplace Policy.

4. **Training or Instructions.** The Tribe enters into this Agreement based on [ENTITY]'s demonstrated ability to perform the types of research that it believes, and that [ENTITY] has represented, are needed to accomplish the Project. [ENTITY] enters into this agreement understanding that the Tribe's agents are not trained researchers and will conduct interviews in accordance with the cultural standards of the Tribe. Consequently, the Parties may provide training or instruction to Project Personnel with respect to research and data collection and sharing activities of the Project as needed.





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5. **No Agreement to Enter Contract or Business Venture.** [ENTITY] and the Tribe each acknowledge that this Agreement does not create a joint venture or a partnership or any other contractual obligation or duty between the Parties regarding business activities. [ENTITY] understands and agrees that the execution of this Agreement does not obligate the Tribe to enter into any agreement to pursue any business opportunity.

6. **Data and Materials.** [ENTITY] researchers are authorized to conduct work, in collaboration with the Tribe, on the Yurok Reservation during the Project Period. Project Personnel are expected to collect the following types of data required to fulfill project tasks:

a. Ecological Science Data: A set of measurements collected by researchers that accompany analytical and conceptual frameworks for interpreting those measurements. Ecological data collected outside the Tribe's Reservation and Ecological data not associated with the Project in not subject to this agreement.

b. Social Science Data: Interviews and survey questionnaires with tribal members on the following topics: knowledge and experiences related to water quality, the food web, places and resources of cultural and economic significance, and water management priorities. Data will be stored and analyzed in appropriate software (e.g., NVivo, SPSS, R...). Data products will include qualitative transcripts, quantitative survey data sets, photographs, and video and audio recordings of interviews. Social Science data collected from the Tribe's members or on the Tribe's Reservation is subject to this agreement.

c. Decision Model Data: Interviews, focus groups, and workshops with tribal members and tribal scientists to discuss water management strategies for use in the Structured Decision Model. Data products will include meeting notes and will be the intellectual property of the Yurok Tribe, whereas analysis of the notes will be the joint property of [ENTITY] and the Yurok Tribe. Analysis refers to any numerical calculations or synthetic conceptual models that occurs with the raw data collected. Decision Model data collected from the Tribe's members or on the Tribe's Reservation is subject to this agreement.

d. Material Samples: Samples of biological material - including, but not limited to, fin tissue, muscle tissue, otoliths, and any other





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tissue containing DNA - and any data derived from such samples are the property of the Tribe if the sample:

- i. was collected within the Jurisdiction of the Tribe; or,
- ii. originated within the Tribe's ancestral territory and is reasonably determined to have cultural significance to the Tribe.

7. **Cultural Clearance.** Part of the mission of the Tribe is to restore and preserve Tribal traditions, customs, language, and ancestral rights. The following provisions are identified to protect and promote cultural items as applicable:

a. **<To Be Identified by Tribe's Cultural Department>**

8. **Ownership of Project Data.**

a. Project Data. All data, information, discussions, analysis, memoranda, presentations, work product, and documents which are provided, discovered, developed, or prepared by, for, or during the Project by any party to this Agreement or participant in the Project ("**Project Data**") is the intellectual property of the Tribe.

iii. Project Data does not include the following:

A. Documents, discussions, memoranda, or presentations created by **[ENTITY]** that are not a direct result of Project Data provided to OUS by the Tribe; or

B. Any publicly available data or information not specifically about the Tribe.

iv. "Data" is a term used to refer to quantitative facts that are collected together for reference or analysis, statistical sets, technical specifications, computer software, and mathematical works.

b. The Parties agree that all work prepared by Project Personnel during the course of the Project constitutes "work for hire" and is subject to the terms of this Agreement as Project Data.

i. Project Data produced pursuant to the Project are prepared for the exclusive use of the Parties for the purpose of the Project.





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- c. Project Data must not be disclosed without prior written approval by the Tribe unless explicitly made subject to disclosure by law or regulation.
- d. **[ENTITY]** agrees that no right, title, or interest in or to any copyrights, trademarks, or other proprietary rights relating to Project Data is transferred from the Tribe to **[ENTITY]**.
 - i. The Tribe grants **[ENTITY]** a license to use Project Data created by **[ENTITY]** during the Project for non-commercial educational purposes once that Project Data has been approved by the Tribe in writing.
 - A. The Yurok Tribe may require Project Data to be marked with the legend "Property of the Yurok Tribe - All Rights Reserved."
 - B. The marking requirement of this provision is not applicable for reports or publications of the Project.
- e. **[ENTITY]** agrees not to transfer possession of any Project Data that is unique, original, or that cannot be copied or recreated to any other person or entity other than the Tribe.
- f. Immediately upon expiration, suspension, or termination of the Project, **[ENTITY]** agrees to:
 - i. provide the Tribe with copies of all Project Data created by **[ENTITY]**, in **[ENTITY]**'s possession, or under **[ENTITY]**'s control; and,
 - ii. surrender any Project Data that is unique, original, or that cannot be copied or recreated which was either received by **[ENTITY]** from the Tribe or discovered during the Project.
- g. The Parties acknowledge that student data may be privileged and subject to non-disclosure under the Family Educational Rights and Privacy Act (10 U.S.C. 1232g; 34 C.F.R. 99).
- h. This section does not preclude disclosure of information pursuant to the FERPA, CPRA, or judicial or administrative processes of the Tribal Court or other court with competent jurisdiction.





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- i. The Parties agree that the obligations of this section survive the expiration or termination of the Project and this Agreement and continue in perpetuity.
- j. Nothing contained in this Agreement will be construed to grant or imply that a party has any right to the existing intellectual property of the other Party (regardless of copyright or patent), including any grant or license of use.

9. Data Security and Confidentiality

- a. It is the intent of the Parties that no culturally sensitive, confidential, or proprietary information acquired as a result of the Project (collectively referred to as "**Confidential Information**") will be shared, disclosed, or otherwise used in any way other than what is explicitly provided for with this Agreement.
- b. The Parties agree that the obligations of this section survive the expiration or termination of the Project and this Agreement and continue in perpetuity.
- c. Confidential Information. This Agreement does not grant **[ENTITY]** the right to directly or indirectly disclose, reveal, discuss, or transfer ("**Disseminate**") any Project Data, Confidential Information, or other Yurok Cultural Information to third parties, other than as provided in this Agreement or the Subaward Agreement.
 - i. "Confidential Information" includes "Traditional Knowledge" of the Tribe, which may include, but is not limited to, religious, cultural, or ceremonial information.

A. Traditional Knowledge is knowledge that is:

- (1) generated, preserved, and transmitted in a traditional or intergenerational context;
- (2) associated with the Tribe's interest in preserving the Tribe's way of life and relaying it between generations; or
- (3) integral to the cultural identity of Tribe, which holds the knowledge through a form of custodianship, guardianship, collective ownership, or cultural responsibility.





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B. The Tribe's relationship to the Traditional Knowledge referenced in any provision above may be expressed formally or informally by customary or traditional practices, protocols or laws.

C. Traditional knowledge tends to be intergenerational in character, have an objective link with the historic tribe of Yurok people, and a subjective association within that tribal community, so that it forms part of the tribal community's own self-identity.

D. Traditional Knowledge may be contributed by the Tribe, Tribe's employees, or individual members of the Tribe, or discovered during the Project.

ii. "Confidential Information" also includes any data or information having commercial value which may include but not be limited to data, databases, product plans, strategies, forecasts, research procedures, marketing techniques and materials, customer names and other information related to customers, price-lists, pricing policies, and financial information which the Parties consider sensitive and which is not generally known to the public.

iii. "Confidential Information" includes any data containing any combination of Project Data and Yurok Cultural Information.

A. Yurok Cultural Information means description of any cultural site, practice, or iconography of the Tribe, including specific geospatial data.

iv. [ENTITY] understands and agrees that, despite any wording to the contrary in this Agreement, other agreements between the parties, or a Subaward Agreement, [ENTITY] must not transfer cultural data, including Traditional Knowledge and specific geospatial data, to third parties without written authorization from the Tribe, regardless of whether the cultural data is Project Data.

d. Labeling Confidential Information. The Tribe will identify Confidential Information provided in tangible or electronic form as "Confidential".





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- i. If the disclosure is oral, the Confidential Information will be identified as "Confidential" at the time of disclosure.
 - ii. The disclosure of information that would reasonably be considered sensitive in the context that information is disclosed, must be treated as "Confidential," regardless of whether the party used the specific word "confidential."
- e. Use of Confidential Information. All Confidential Information is and will remain the sole property of the disclosing party. The receiving Party is granted license to use the Confidential Information provided by the disclosing Party solely for the purposes of reviewing and evaluating possible transactions related to the Project.
- i. The receiving Party must not, directly or indirectly, disseminate, disclose, or in any way reveal the Confidential Information or any part thereof to any third party, except upon the express approval of a duly authorized representative of the disclosing Party in each instance.
 - ii. Each Party must treat the Confidential Information of the other Party with at least the same degree of care that it treats its own Confidential Information to unauthorized third parties.
- f. Dissemination.
- i. [ENTITY] agrees to obtain consent from the Tribe prior to disclosing Project Data to any third party, regardless of the means or method by which the disclosure occurs.
 - A. Consent to Dissemination must be provided in a signed writing by the Tribe.
 - ii. Dissemination of Confidential Information to any third party or to the public is prohibited.
 - A. This provision does not bar [ENTITY] from requesting consent of the Tribe for special permission to Disseminate specifically identified Confidential Information; however the intended recipient and means, manner, and method of dissemination for any special





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permission must be agreed to in writing in a separate dissemination agreement prior to any Dissemination.

g. Requests for Dissemination. [ENTITY] may request permission for Dissemination of Project Data, or any other information concerning the Project, by providing the Tribe with a written notice of the request detailing the intended recipient and the proposed means, manner, and method of dissemination.

i. The Tribe has 60 days from the date of a request for Dissemination to Respond.

A. The Tribe's response will identify and state whether the Tribe's approval is granted for the means, manner, and method of dissemination or clearly articulate an alternative.

ii. If [ENTITY] receives written approval from the Tribe to disseminate Project Data to a third party, the [ENTITY] must secure and provide to the Tribe a Confidentiality Agreement with the third party containing all the material terms of this Agreement, which is signed by said third party prior to the dissemination of any Project Data.

h. Notice of Demand for Dissemination. In the event that [ENTITY] receives a legal notice or demand requiring [ENTITY] to disclose Confidential Information ("Legal Notice"), or any other information concerning the Project, [ENTITY] will provide the Tribe with prompt written notice of the request or Legal Notice so that the Tribe may (1) seek a protective order or other appropriate remedy, (2) consult with the [ENTITY] regarding appropriate steps to resist or narrow the scope of such request or Legal Notice, or (3) waive compliance, in whole or in part, with the terms of this Agreement.

i. If [ENTITY] receives written approval from the Tribe to disseminate Confidential Information to a third party, the receiving Party must take all legally permissible steps to secure a Confidentiality Agreement with the third party containing all the material terms of this Agreement, which is signed by said third party prior to the dissemination of any Confidential Information, and provide a copy of that agreement to the Tribe.





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ii. [ENTITY] may disclose Confidential Information, or any other information concerning the Project, without any liability to the Tribe if:

- A. the receiving Party provides at least five (5) days prior written notice to the disclosing Party of a Legal Notice;
- B. there is not a relevant protective order;
- C. there is not a waiver;
- D. [ENTITY] reasonably concludes that law, regulation, legal process, or regulatory authority requires the receiving party to disclose; and,
- E. [ENTITY] articulates legal support for the third-party disclosure to the Tribe.

i. Attribution. [ENTITY] must ensure that all approved Disseminations of Project Data - including written materials, publications, media activities, presentations, posters, conference documents, brochures, etc... - include a prominent statement of attribution that identifies the Project Data as the property of the Tribe.

j. Data Storage

i. [ENTITY] will store all electronic or digital Project Data on a secured system with real time back-up and non-volatile, solid-state memory capable of retaining data indefinitely with no auxiliary power supply.

A. [ENTITY] agrees that no Project Data will be processed or stored on or transferred to any portable computing device or storage device or medium, unless that device or medium is currently in use as part of the [ENTITY]'s designated backup and recovery processes.

ii. Project Data will be stored, processed, and maintained solely at locations and on devices, including servers, that are owned, maintained, and in the physical possession of [ENTITY].

A. [ENTITY] agrees that no Project Data will be shipped, transferred, or stored outside the United States,





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including any backups or copies, without prior written consent from an authorized representative of the Tribe.

k. Information Security

i. In the event of an unintentional disclosure to a Party, such information will be maintained in confidence with the receiving Party, and the receiving Party must immediately notify the disclosing Party of the situation and must cooperate with the disclosing Party regarding the safeguard, return, or destruction of such information.

ii. In the event of an unauthorized or unintentional Dissemination of Project Data or Confidential Information or the loss of Project Data or Confidential Information ("**Security Breach**"), the Party whose personnel or system were the subject of or responsible for the Security Breach will notify the other Party that a Security Breach has occurred as promptly as possible under the circumstances and without unreasonable delay.

A. "Security Breach" is defined as any event involving a known, actual, or suspected compromise of the security, confidentiality, or integrity of any Confidential Information of any constituents, clients, customers, or consumers of either Party.

B. The Party undergoing a Security Breach will use all reasonable efforts to contain such a breach and, as promptly after such information can be collected or otherwise becomes available, provide the other Party with:

- (1) a detailed description of the Security Breach;
- (2) the type of data that was the subject of the Security Breach; and,
- (3) the identity of each affected person, business, or location to the extent permitted by Law.

iii. The Party undergoing the Security Breach agrees to take immediate action, at its own expense, to:





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- A. investigate the Security Breach;
 - B. take all reasonable actions to identify, prevent, and mitigate the effects of any such Security Breach; and,
 - C. carry out any recovery or other action (e.g., mailing statutory notices, providing credit monitoring services) necessary to remedy the Security Breach.
- iv. The Party undergoing the Security Breach must make all reasonable efforts to give the other Party a reasonable opportunity to consult in advance on any filings, communications, notices, press releases, or reports related to any Security Breach, but the final decision on their contents will belong to the Party undergoing the Security Breach.
- v. A Security Breach is a material breach of this Agreement and immediately entitles the other Party to commence an action enjoining any threatened or impending Dissemination or continued use of Confidential Information by the breaching Party or anyone acting through or on behalf of the breaching Party.
1. Returning and Deleting Confidential Information. At the conclusion of any business arrangement or transaction, or if no business arrangement or transaction is entered into between [ENTITY] and the Tribe, each receiving Party must promptly (1) return all Confidential Information delivered by the disclosing Party and (2) return or destroy any copies, summaries, or reports.
- i. The Parties obligations arising under this Agreement will continue for a period of thirty-six (36) months following the termination or expiration of the evaluation or upon the conclusion of any business arrangement and transaction that may be entered into between the Parties.
- m. Public Information. Notwithstanding any other provisions to the contrary, no information is to be deemed Confidential Information in the event that such information:
- i. is in the public domain or becomes public knowledge other than as a result of a breach of this Agreement by the receiving Party or anyone acting through such Party;





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- ii. was known to the receiving Party at the time of its receipt from the disclosing Party, provided such information is obtained from a third party under no duty of confidentiality;
- iii. has been independently developed by the receiving Party without reference to Confidential Information, as demonstrated by its business records; or
- iv. is obtained by the receiving Party from a third party lawfully in possession of such information and having the legal right to transmit the information.

10. Termination

a. Termination For Cause.

- i. In the case of a material breach of this Agreement by one Party, the other Party will have the right to terminate this Agreement with no advance notice if, after ten (10) days of providing the breaching Party with notice of the breach, the breaching Party fails to:
 - A. reassure the other party that the breach can and will be cured; and,
 - B. communicates in writing to the other party how the breaching party will cure the breach.

b. Termination for Convenience.

- i. The Tribe reserves the right to terminate the Agreement at any time upon determination of the Tribal Council that it is in the best interest of the Tribe.
 - A. The Tribe will provide [ENTITY] notice of termination, specifying the date of termination.
 - B. All finished or unfinished Project Data remains property of the Tribe.
- ii. Either Party may terminate the agreement upon sixty (60) days written notice.

11. **Indemnification.** [ENTITY] agrees to indemnify, defend, and hold harmless the Tribe from and against any and all liabilities, losses, damages, claims or causes of action, and any connected expenses





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(including reasonable attorneys' fees) that are caused, directly or indirectly, by or as a result of the performance by Project Personnel.

12. **Assignment; Successors and Assigns.** Neither the Tribe nor [ENTITY] are permitted to assign any rights or obligations under this Agreement.

13. **Sovereign Immunity.** Yurok Tribe is a federally recognized Indian Tribe with a source of sovereignty separate and apart from the United States of America or the state of California. Nothing in this agreement implies, nor be deemed, interpreted, or construed to be, a waiver of the Tribe's sovereign immunity or the immunity that results from Tribal officials or employees acting within their official or individual capacities.

14. **Construction, Interpretation, Adjudication, and Jurisdiction**

a. Governing Law. Yurok Tribal law governs this Agreement, including statutes of limitations. Yurok Tribal law may be supplemented by California law if no Yurok Tribal law is relevant to the determination of an issue. Yurok Tribal law must be used to enforce or adjudicate all claims or causes of action (whether in contract, tort, statute, or ordinance) that may be based upon, arise out of, or relate to this Agreement, including the negotiation, execution, or performance of this Agreement. Yurok Tribal law must also govern any claim or cause of action based upon, arising out of, or related to any representation or warranty made in or in connection with this Agreement or as an inducement to enter into this Agreement.

b. Integration. This Agreement is the final, complete, and exclusive statement of the terms regarding access to and treatment of Confidential Information between [ENTITY] and the Tribe.

i. This Agreement supersedes all other prior and contemporaneous agreements and statements – whether written or oral, explicit or implied – pertaining in any manner to the creation, collection, exchange, storage, use, and dissemination of culturally sensitive, confidential, or proprietary information acquired or in the possession of the parties, and it may not be contradicted by evidence of any prior or contemporaneous statements or agreements.

ii. To the extent that the practices, policies, or procedures of Tribe or [ENTITY], now or in the future, apply and are





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inconsistent with the terms of this Agreement, the provisions of this Agreement will control.

c. Amendments and Waivers.

- i. Any proposed waivers or amendments to this Agreement must be in writing.
- ii. This Agreement may not be amended without signed consent by each of the Parties.
- iii. Failure to exercise any right under this Agreement does not constitute a waiver of such right.

d. Dispute Resolution. The Parties agree to continue their responsibilities of the Project in the event of a dispute between the Parties.

e. Remedies

- i. Specific Performance. Remedies for breach of obligations not related to a Security Breach are limited to specific performance of the terms of this Agreement.
- ii. Damages for Security Breach. Except as otherwise provided for by law, the rights and remedies of the parties will not be exclusive and are in addition to any other rights and remedies provided by law or equity, including but not limited to actual damages, and to a prevailing party reasonable attorneys' fees and costs. In the instance of a Security Breach the breaching party will be liable for all direct and consequential damages, including but not limited to:
 - A. costs and expenses incurred by the Tribe for notifications required by law and in the Tribe's reasonable discretion;
 - B. costs and expenses incurred providing monitoring and information services for a period not to exceed twelve (12) months from the date of the breach;
 - C. non-appealable fines, sanctions and penalties imposed on **[ENTITY]** by a Tribal governmental authority;





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D. cost and expense of any services typical or necessary to address or repair affected systems or protect affected people, entities, or location; and,

E. expenses incurred by the Tribe in responding to such breach as such expenses are typically incurred in connection with such breaches, including expenses for forensic experts and consultants.

f. Severability. If a court or arbitrator holds any provision of this Agreement to be invalid, unenforceable, or void, the remainder of this Agreement will remain in full force and effect; however, nothing in this section is to be construed to waive the Yurok Tribe's sovereign immunity.

g. Interpretation

i. This Agreement provides only those rights explicitly stated herein; there are no implied rights, and this Agreement should not be interpreted in any way that would grant either party a right that is not explicitly granted.

ii. This Agreement must be construed as a whole, according to its fair meaning, and not in favor of or against any Party.

A. By way of example and not in limitation, this Agreement must not be construed in favor of the Party receiving a benefit nor against the Party responsible for any particular language in this Agreement.

iii. Captions are used for reference purposes only and should be ignored in the interpretation of the Agreement.

15. **Acknowledgments.**

a. The Parties whose representatives sign below acknowledge that each has read and understood this agreement and has had the opportunity to consult legal counsel, who read and understood this Agreement.

b. [ENTITY] further acknowledges that [ENTITY] has entered into this Agreement freely and voluntarily and based on [ENTITY]'s own judgment and not on any representations or promises other than those contained in this Agreement and further agrees to submit to





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the jurisdiction of the Yurok Tribal Court for all actions arising out of this Agreement.

16. **Notices.** Any notice under this Agreement must be in writing. A written notice is effective upon delivery by hand or three (3) business days after deposit in the United States mail, postage prepaid, certified or registered, and addressed to Tribe or to [ENTITY] at the corresponding address below. [ENTITY] is obligated to notify the Tribe in writing of any change of address. Notice of change of address is effective only when done in accordance with this paragraph.

Yurok Tribe's Notice Address:

[YUROK REP], [YUROK REP TITLE]
[YUROK DEPARTMENT], Yurok Tribe
PO Box 1027
190 Klamath Boulevard
Klamath, California 95548
(707)482-1350

[ENTITY]'s Notice Address:

[ENTITY FULL NAME]
[ENTITY ADDRESS]
[ENTITY CITY], [ENTITY STATE] [ENTITY ZIPCODE]
[ENTITY PHONE]

17. **Signatures.** Facsimile signatures on this Agreement are considered original signatures and have the same force and effect as "wet signature" originals. Each Party represents and warrants that:

- a. it has the legal and valid right to enter into this Agreement; and,
- b. the performance by it or its obligations does not and will not violate the terms of any other agreement or understanding to which it is a party.

The Parties have duly executed this Agreement as of the date of last signature.

[ENTITY FULL NAME]

Date: _____

[ENTITY REP], [ENTITY REP TITLE]





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Date: _____

[YUROK CHAIRPERSON], Chair

Yurok Tribe

Brief Description: This Agreement governs the Parties' creation, collection, exchange, storage, use, and dissemination of culturally sensitive, confidential, or proprietary information acquired or in the possession of the Parties, including interview transcripts, research, analysis, and deliverables.

