

THE MAIYOO KEYOH SOCIETY AND
FRASER-FORT GEORGE REGIONAL MUSEUM SOCIETY
MEMORANDUM OF UNDERSTANDING (MOU)

THIS MOU made effective as of December 16, 2021 (the “Effective Date”).

BETWEEN:

THE MAIYOO KEYOH SOCIETY with a registered office at 5707 Cranbrook Hill Road, Prince George, British Columbia, V2M 7C6

(the “Maiyoo Keyoh”)

AND:

The Fraser-Fort George Regional Museum Society with a registered office at 333 Becott Place, Prince George, British Columbia, V2N 4V7

(the “Museum”)

(each a “Party” and collectively, the “Parties”)

WHEREAS:

- A. The Maiyoo Keyoh is a registered Society and charitable organization representing *Susk’ux̱ W̱but’ən*, a customary indigenous group.
- B. The Maiyoo Keyoh confirms successive *Susk’ux̱ keyohw̱budachun* assertions of Aboriginal title to a keyoh of approximately 20,000 hectares of land on the north shore of *Tsa Bunghun* or also referred to as Great Beaver Lake which is east of Fort St. James, British Columbia.
- C. The Maiyoo Keyoh confirms the continued governance of this keyoh by successive *Susk’ux̱ keyohw̱budachun*.
- D. The Maiyoo Keyoh retains evidence of the ownership, occupation and governance of this keyoh by *Susk’ux̱ W̱but’enne* for countless generations.
- E. The Maiyoo Keyoh confirms the ownership by successive *Susk’ux̱ keyohw̱budachun* of cultural artifacts originating with *Susk’ux̱* ancestors including those currently held by other museums.
- F. The Maiyoo Keyoh supports the vision and efforts of successive *Susk’ux̱ keyohw̱budachun* to bring its ancestral cultural artifacts and other materials home.
- G. The Maiyoo Keyoh recognizes that it does not currently have an adequate facility to house its artifacts and other cultural materials.
- H. The Museum is a registered Society and charitable organization operating the Fraser-Fort George Regional Museum or also referred to as the Exploration Place (the “Exploration Place”) in Prince George, British Columbia.
- I. The Museum operates the Exploration Place as a Class A facility under the environmental guidelines for museums where housing artifacts includes but is not limited to documents, pictures, textiles, 3D artifacts, and paleontology materials.
- J. The Parties acknowledge that the Museum operates the Exploration Place as the closest Class A museum facility to the *Susk’ux̱ keyoh*.

- K. The Parties wish to protect and preserve the cultural materials (the "Cultural Materials") of *Susk'uz*
- L. The Parties through this memorandum of understanding ("MOU") wish to clarify the Exploration Place's role as the designated repository for *Susk'uz* Cultural Materials and to establish protocols for access, research, display, preservation and collection of these objects and stories.

NOW THEREFORE the Parties enter into this MOU on the following terms:

ARTICLE 1. DEFINITIONS

In this MOU:

- (a) "*Susk'uz*" means a village and territory called bear place located on Great Beaver Lake.
- (b) "*Susk'uz Whut'en*" means people of *Susk'uz*.
- (c) "*Susk'uz Whut'enne*" means people of *Susk'uz*.
- (d) "*Susk'uz keyohwhudachun*" means Hereditary Chief of *Susk'uz*.
- (e) "**Cultural Material(s)**" includes, but is not limited to the following:
 - i. regalia;
 - ii. works of art;
 - iii. oral histories;
 - iv. archaeological findings, including, but not limited to artifacts; and
 - v. historical evidence, including, but not limited to, documents, photographs, audio recordings and video recordings.

ARTICLE 2. PREAMBLE

- (a) The Parties acknowledge and recognize the following:
 - i. that this and the subsequent clauses of this MOU constitute the protocols between the Parties for the storage of *Susk'uz* cultural materials, for access to these materials, and for the display, preservation, and collection of these materials;
 - ii. the Exploration Place is designated by Maiyoo Keyoh as the "Designated Repository" for *Susk'uz* cultural materials found at archaeological sites and in institutional and private collections as they become available;
 - iii. the mutual goal of the Parties is to gradually bring *Susk'uz* Cultural Materials into one secure space with a single database and under the ownership of Maiyoo Keyoh;
 - iv. as expertise, time, and funds permit in the future, the Maiyoo Keyoh may move this collection into their own facility;
 - v. will consult each other on collections management, exhibit, and program development as it relates to *Susk'uz* Cultural Materials being held at The Exploration Place; and
 - vi. that this MOU is subject to renegotiation at any time by the parties.

ARTICLE 3. ACQUISITIONS

- (a) The Parties will collaboratively assess conservation and restoration resource requirements during the decision to acquire any *Susk'uz* cultural artifact.
- (b) The Parties acknowledge and agree that the Exploration Place cannot compromise its other collections by housing a potentially contaminated object and the Museum will have the final say in the acquisition of Cultural Materials.

- (c) The Maiyoo Keyoh will provide proof of its appraisal and adequate insurance for any *Susk'uz* cultural artifact at the time of its acquisition, and if no appraisal and insurance is required or obtained for a particular object, then the Parties will note this at the time of accession and the Exploration Place will not be liable in the event of loss.
- (d) The Museum acknowledges that at the time acquisition all Cultural Materials accessioned into the *Susk'uz* Collection, whether owned by Maiyoo Keyoh or by a partner institution, will be documented, including all treatments, methods and materials used in its preservation, both in writing and in images, and this documentation will be housed in the Exploration Place archives unless otherwise requested by Maiyoo Keyoh.
- (e) The Museum recognizes that in the event that *Susk'uz* Cultural Materials are in need of further conservation measures, this will be noted by the Museum, and when records or materials that are too fragile or are in the process of receiving conservation treatment will be withheld from researchers.

ARTICLE 4. CURATION AND DISPLAY

- (a) The Museum, through its facility, the Exploration Place, will house *Susk'uz* Cultural Materials in accordance with recognized industry standards.
- (b) The Museum will ensure that all *Susk'uz* Cultural Materials are considered restricted material, except for materials specifically identified by written agreement between the Parties as available for public display.
- (c) The Museum will ensure that its facility, the Exploration Place, will house *Susk'uz* restricted material in secure storage in the *Susk'uz* Collections Space which is a separately keyed space in a 24-hour alarmed and monitored building.

ARTICLE 5. ACCESS

- (a) In the event that persons of the public apply to the Exploration Place Archivist to seek access to restricted material, the Museum will ensure that its staff Archivist will assess the person's need for access and knowledge of techniques for proper handling of archival materials, and then forward a recommendation to Maiyoo Keyoh within a reasonable amount of time.
- (b) The Museum recognizes that the final approval for access to restricted *Susk'uz* materials will be made only by Maiyoo Keyoh.
- (c) The Maiyoo Keyoh will have the sole responsibility for mediating and adjudicating disputes about access to *Susk'uz* Cultural Materials between individuals, between an individual and a community or between communities;
- (d) The Maiyoo Keyoh will establish protocols for the interpretation or representation of *Susk'uz* Cultural Materials;

ARTICLE 6. TERM

- (a) The term of this MOU extends from the date of signing until December 31, 2025 but may be extended by mutual agreement of the two parties.

ARTICLE 7. TERMINATION

- (a) Notwithstanding the terms of this MOU, either Party may terminate this memorandum by providing the other party with 90 days written notice and deliver the notice to the other Party.
- (b) No less than 60 days prior to any termination of this MOU, the Parties will begin the process of planning to move the *Susk'uz* Cultural Materials to another, or other, appropriate location(s).

ARTICLE 8. GENERAL

- (a) Governance. This MOU does not change or affect the position that any Party has, or may have, regarding its jurisdiction, responsibilities, or decision-making authority.
- (b) Governing Law. This MOU will be governed by and construed in accordance with the applicable laws of British Columbia and any applicable *Suske'wun* *Whut'en* laws.
- (c) Including. The use of the word "including" does not limit the generality of the preceding term or phrase.
- (d) Notice. If any notice or other communication is required to be given by any Party under this MOU, it will be made in writing and it will be effectively given by:
 - i. personal delivery to the address of the Party set out below, on the date of delivery, by either pre-paid registered mail or electronic mail (email) to the email address of the individual identified by each Party, with the subject line to state "*Suske'wun* Cultural Materials" on the date the email is sent, at the respective address of the Party set out below.
 - ii. The address, facsimile numbers and email addresses of the Parties are as follows:

For the Maiyoo Keyoh:

360 Pineridge Way, Fort St James, BC
jim@maiyokeyoh.com
Attention: The Maiyoo Keyoh Society

For the Museum:

333 Becott Place, Prince George, British Columbia, V2N 4V7
tracy.calogheros@theexplorationplace.com
Attention: The Exploration Place

- (e) Time is of the essence in this MOU.

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IN WITNESS WHEREOF the Parties have caused this MOU to be executed by their duly authorized representatives.

Signed in counterpart

on this 16 day of December 2021.

P. A'Huille

Signature for
Maiyoo Keyoh Society

Petra A'Huille

Name (print)

Susk'uz Keyohwhudachun

Position

Calogheros

Signature for
Fraser-Fort George Regional
Museum Society

TRACY CALOGHEROS

Name (print)

CEO

Position