

CRIT Human and Cultural Research Board Research Proposal Packet:

Permit Application, Informed Consent Form, and Memorandum of Agreement

Per: Section 1-301 – 1-305, of the *Human and Cultural Resource Code* of the Colorado River Indian Tribes.
(Available Online at: http://www.crit-nsn.gov/crit_contents/ordinances/Human-and-Cultural-Research-Code.pdf)

Permit Application - Instructions:

Notes:

- i. This document, if approved, will serve as your Research Permit Application. If provided to you in editable format (e.g., as an electronic document in Microsoft Word format), you may use this document to create a completed Application.
- ii. Attach supporting documentation, or additional information as needed.
- iii. Incomplete Applications will be returned to Applicant without Human and Cultural Research Board (HCRB) consideration.
- iv. Applicant may be required to provide additional information to the HCRB or to the Tribal Council of the Colorado River Indian Tribes at any time during the course of a research project.
- v. Application approval may be subject to review at Public Hearings.
- vi. Research Permit Applicants and/or their Consultants may be subject to fees or other costs associated with Tribal Government, or Tribal member participation.
- vii. The Colorado River Indian Tribes expressly reserves all copyrights to Intellectual Property and/or Cultural Information. Any grant of license thereto shall be expressly described in the Memorandum of Agreement associated herewith.

Using the following headings as a guide, please provide a response to each inquiry. Please include a brief descriptive summary of the research you or your Agency/entity intend to conduct within the boundaries of the Colorado River Indian Reservation, and/or with members of the Colorado River Indian Tribes.

1. Abstract/Executive Summary:

2. Research Project Description:

- (A) Introduction
- (B) Background
- (C) Purpose

- (D) Methodology (Include a statement describing any involvement of local community members.)
- (E) Benefits and Risks: (Include a description of steps that will be taken to protect Participants from identified risks.)
- (F) Protection of Privacy and Confidentiality Assurance (Applicant must disclose sponsoring group Identification or affiliation.)
- (G) Funding Source and Budget
- (H) Time line for Survey or Research
- (I) Informed Consent Form (See attached example *Informed Consent Form*.) This form must be executed for each individual who is a proposed subject of the research project – whether their contribution is chosen for inclusion or not.

For research involving deceased individuals: a consent form from heir/relatives must be obtained for research that involves human remains, sound recordings, photographs, or other representations of deceased individuals.
- (J) Intent or Plan to Publish Research and Potential for Royalties

4. Curriculum Vitae:

- (A) For the Principal Investigator
- (B) For any Co-Principal Investigator

5. Approval and Requirements:

- (A) Indicate whether approvals have been granted from any sponsoring educational or other institution and what requirements such sponsoring entities impose on the Researcher.
- (B) Researcher must provide contact information of sponsoring entity(ies).

6. Acknowledgment of HCRB Review Requirement:

By signing below, Researcher hereby acknowledges that drafts of publications will be presented to the HCRB and that all publications must be reviewed and approved by HCRB.

7. Reservation Laws and Ordinances - Consent to Jurisdiction:

By signing below, Researcher, his/her agents and employees acknowledge that the they shall be governed by and act in accordance with the laws of the Colorado River Indian Tribes now in force and effect or that may be hereafter in force and effect. Researcher, his/her agents and employees hereby consent to the jurisdiction of the Tribal Court of the Colorado River Indian Tribes." (Section 1-301(7), *Human and Cultural Research Code.*)

8. Confidentiality and Security:

By signing below, Researcher hereby acknowledges that data and information generated during the conduct of research authorized pursuant to this Permit Application shall be protected in a manner consistent with CRIT's confidentiality policy.

Please sign below, and Return to:

Colorado River Indian Tribes
26600 Mohave Road, Parker, Arizona 85344
Colorado River Indian Reservation

Principle Investigator

Printed Name: _____
Researcher/Institution/Agency

Signature: _____

Co-Principle Investigator

Printed Name: _____
(Researcher/Institution/Agency)

Signature: _____

CRIT Human and Cultural Research Board Informed Consent Form

Pursuant to Section 1-302 of the Human and Cultural Research Code ("Code") of the Colorado River Indian Tribes, this form, or a form substantially similar in content and scope, shall be executed by and between the Principal Researcher ("Researcher") and any Tribal member, employee, agent, or other representative of the Colorado River Indian Tribes (Volunteer-Subject) prior to the initiation of any Research project or activities as defined in Section 1-102 of the Code.

The purpose of this form is to ensure that Researchers desiring to conduct research activities on the Colorado River Indian Reservation provide all prospective Volunteer-Subjects with full and complete disclosure of all relevant information necessary for such prospective subjects to make an informed, voluntary decision as to participation or non-participation therein.

Printed Name, and Date:

Volunteer-Subject: _____ Date: _____

Researcher: _____ Date: _____

Researcher's Sponsoring Institution/Agency Affiliation:

By initialing each paragraph, and signing this form below, the Researcher and the Volunteer-Subject each attest that the following information has been provided to the Volunteer-Subject by the Researcher:

1. The Volunteer-Subject is informed and understands that her/his involvement in the Research Project is entirely voluntary, and may, at any time, be terminated by the Volunteer-Subject without penalty or other recourse by Researcher, except Researcher may not be required to make payments for a Volunteer-Subject's services not yet tendered at the time of such termination.

Initials: V-S _____ Researcher _____

2. The Volunteer-Subject has been informed of, and understands the nature and purpose of the Research project and the need or reason for her/his involvement in the Research activities.

Initials: V-S_____ Researcher_____

3. The Volunteer-Subject has been informed of, and understands the selection criteria for participants.

Initials: V-S_____ Researcher_____

4. Volunteer-Subject has been informed of the duration of her/his requested involvement/participation.

Initials: V-S_____ Researcher_____

5. Research procedures have been adequately explained to Volunteer-Subject.

Initials: V-S_____ Researcher_____

6. Risks of participation and benefits of participation have been adequately identified and explained to Volunteer-Subject.

Initials: V-S_____ Researcher_____

7. Confidentiality measures to be employed by Researcher have been described to Volunteer-Subject.

Initials: V-S_____ Researcher_____

8. Contact information for Project participation has been provided to Volunteer-subject.

Initials: V-S_____ Researcher_____

9. Participation in the Research Project by the Volunteer-Subject does not constitute a waiver of liability for claims which may be brought by Volunteer-Subject against Researcher, or Researcher's sponsoring Institution/Agency arising from Project-related events or actions of the Researcher or his/her agents or employees.

Initials: V-S _____ Researcher _____

10. Compensation for Project participation has been provided in written form to Volunteer-subject. (Attach copy of Compensation details hereto.)

Initials: V-S _____ Researcher _____

Signatures: This form must be signed by the Researcher/Principal Investigator, the Volunteer-Subject, and at least one Witness.

The undersigned agree and attest that to the best of their knowledge, the foregoing Informed Consent declarations are true and complete.

Volunteer-Subject: _____ Date: _____

Researcher: _____ Date: _____

Witness: _____ Date: _____

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement ("Agreement") is made and entered into this _____ day of _____, 201__ by and between the Colorado River Indian Tribes ("Tribes") whose address is 26600 Mohave Road, Parker, Arizona, Colorado River Indian Reservation 85344 and _____ (Collectively hereinafter, "Researchers"), whose address is _____.

WHEREAS, the Tribes desire to permit Researchers to undertake scientific, cultural, historical, ethnographic, or other forms of research or investigation within the boundaries of the Colorado River Indian Reservation, and, or upon members of the Colorado River Indian Tribes, or other local community members, who are willing, and fully informed Volunteer-Subjects of such research or investigations.

NOW THEREFORE, in consideration of the promises, conditions and covenants contained herein, the Tribes and Researchers hereby mutually agree as follows:

1. SERVICES TO BE PERFORMED

1.1 Researchers shall perform the research and/or investigations described in Exhibit 1 ("Permit Application"), hereinafter referred to as Exhibit 1.

1.2 Researchers will use their best efforts to accomplish the research or investigations in accordance with the terms of this Agreement. Researchers will conduct research or investigations hereunder in accordance with the conditions and requirements of this agreement, and those activities shall reflect the skill, knowledge and judgment required or reasonably expected of firms or persons performing comparable scientific or ethnographic research activities.

2. TERM OF THE AGREEMENT

2.1 The term of this Agreement will begin _____, 201_, and end _____, 201_. Either party may terminate this Agreement upon one (1) days written, notice to the other party, by certified mail, electronic mail, or personal delivery.

2.2 Whenever Researchers determine that due to circumstances beyond their control there may be a delay in the timely performance of research activities, Researchers will give timely written notice thereof to the Tribes, and affected Volunteer-Subjects, including all relevant information, and may request a reasonable extension of time to perform the activities of this Agreement.

3. COMPENSATION AND PAYMENT

3.1 Payment of fees to Volunteer-Subjects for services rendered, time spent on research project activities, travel, or other similar costs is allowed, but not required. The rate of payment for such services shall be negotiated between Researcher and Volunteer-Subjects, and set forth in written form as described in the Informed Consent Form, Paragraph 10.

4. PAYMENT OF EXPENSES

4.1 Researchers shall reimburse transportation costs incurred by Volunteer-Subjects to or from the research project location, or for materials and other miscellaneous expenses necessary for the conduct of the work set forth in Paragraph 1 of the Agreement, if such costs are required to be paid by, or reasonably

incurred by Volunteer-Subjects. The Tribes shall not be required to pay any costs or overhead applicable to the general operation of the Researchers' business.

4.2 Researchers shall not be entitled to and shall not claim compensation for services performed under this contract from the Colorado River Indian Tribes nor any member thereof, nor from any Volunteer-Subject. It is further agreed that any claim for compensation submitted by the Researchers in violation of this clause, and inadvertently paid by the Tribes, a Tribal member, or Volunteer-Subject, shall be recoverable by the Tribes.

5. INDEPENDENT CONTRACTOR

5.1 Both the Tribes and the Researchers agree that the Researchers will act as independent contractors in the performance of their obligations under this Agreement. Accordingly, the Researchers shall be responsible for payment of all taxes including Federal, State and local taxes arising out the Researchers' activities in accordance with this Agreement, including by way of illustration but not limitation, federal and state income tax, social security tax, unemployment insurance taxes, and any other taxes or business license fees as required. The Researchers agree to indemnify, save, and hold harmless the Tribes for any taxes, costs, claims, judgments, attorney's fees, attachments or other liabilities arising out of the Researcher's failure to report or make payments as required by Federal, state, or local law.

5.2 The Researchers understand that as independent contractors, they are not entitled to any of the protections, rights and benefits of an employee of the Tribes. Researchers agree to waive any right or claim to unemployment benefits, group insurance benefits, vacation and holiday benefits, or other benefits or contributions to such benefits which an employee of the Tribes may be entitled to receive. Further, the Tribes shall not provide workers compensation coverage to Researchers.

6. INDEMNIFICATION

Researchers shall assume all liability for all claims arising out of and related to the services performed under this Agreement. Researchers hereby agree to defend, indemnify and hold harmless the Tribes and all of the Tribes' departments, agencies, officers, agents, Tribal members, Volunteer-Subjects, and/or employees from all claims, losses, suits, damages, liabilities and expenses of whatever kind or nature, including reasonable attorney's fees, arising out of or resulting in any way from any negligent, reckless or intentional act, error, omission or mistake and/or strict liability of the Researchers or any person employed by Researchers, or anyone for whose acts the Researchers are legally liable.

7. OWNERSHIP OF DOCUMENTS

7.1 All documents, including but not limited, to reports, drawings, estimates, field notes, investigations, analysis studies, specifications and software (including any images, applets, photographs, animation, video, audio, music and text incorporated in the software) which are prepared in performance of this Agreement shall be made available to the Tribes for review upon written request. All documents provided to Researchers for use or review in the Research Project are protected by applicable Tribal, Federal and

international copyright laws. The Tribes hereby grant to Researchers a limited license to use documents so provided for the purpose of furthering legitimate research objectives as described in Paragraph 1, and for backup or archival purposes only.

7.2 The Colorado River Indian Tribes expressly reserves authority to review for approval all Final Drafts of research reports, data compilations or other work product intended for public dissemination and resulting from the research conducted pursuant to this Agreement, for accuracy, intellectual property assessment, or sensitive cultural or confidential information prior to public release. Public dissemination, as used herein, means dissemination to any person, entity, publisher, public or private university, reviewer, or printer.

7.3 The Colorado River Indian Tribes shall be provided with Archival Copies of all research reports, data compilations or other work product intended for public dissemination and resulting from the research conducted pursuant to this Agreement.

8. CONFIDENTIAL INFORMATION

All information received in performing this Agreement, no matter the form such as oral or written statements, physical specimens, computer disk, hard copy or otherwise, shall be considered nonpublic, confidential, unique and valuable. Researchers agree that Researchers will not disclose directly or indirectly to or use for the benefit of any third party any secret or confidential information, knowledge, or data acquired by virtue of their relationship with the Tribes, without the prior written approval of the Tribes. It is understood and agreed by the parties that the obligations of this paragraph shall survive the expiration or termination of this agreement. Confidential information shall include, but not be limited to, information that concerns the personal, financial, cultural, religious, or other affairs of the Tribes.

9. DUTIES UPON TERMINATION OF AGREEMENT

9.1 This Agreement may be terminated in whole or part in writing by either party in the event of substantial failure by the other party to fulfill its obligations under this Agreement through no fault of the terminating party. Such termination may be effected only when the other party is given: (1) not less than twenty four (24) hours written notice (delivered by certified mail, return receipt requested, electronic mail, or personal delivery) of the party's intent to terminate, and (2) an opportunity for consultation with the terminating party prior to termination.

9.2 Upon termination of this Agreement, in whole or part by the Tribes for reasons of default by the Researchers, no adjustment in the compensation provided for in this Agreement shall be made, however, Researchers shall not be required to compensate a paid Volunteer-Subject for services not yet performed.

9.3 The Tribes and Researchers hereby agree to full performance of the covenants contained herein, except that the Tribes reserve the right, at its discretion, to terminate or abandon the services provided for or which have been performed in this Agreement.

A. In the event that the Tribes shall terminate or abandon the services or any part of the services as herein provided, the Tribes shall notify the Researchers in writing, and immediately after receiving

such notice, the Researchers shall discontinue advancing the work under this Agreement and proceed to close said operations under the Agreement.

- B. Upon termination or abandonment of this Agreement, the Researchers shall deliver to the Tribes all used materials supplied by the Tribes, no matter in what form they exist at the time of such termination.

10. CHOICE OF LAW AND FORUM

This Agreement shall be governed by the laws of the Colorado River Indian Tribes, including the provisions of Article 1 of the Human and Cultural Research Code, enacted October 1, 2009 pursuant to Ordinance No. 09-04, effective November 1, 2009, and any amendments thereto. The parties choose and accept as the forum for resolution of disputes and determination and enforcement of rights, the Tribal Court of the Colorado River Indian Tribes.

11. SELF-DEALING

Researchers warrant that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, contingency or other fee; and that no employee of the Tribes has an interest, financially or otherwise, with the Researchers' company.

12. CONFLICT OF INTEREST

Researchers stipulate that, to the best of their knowledge after thorough investigation, Researchers do not represent any person or entity with interests in conflict with those of the Tribes. Researchers shall undertake no such representation during the term of this Contract. Should a conflict of interest arise, it shall be the duty of the Researchers to advise the Tribes immediately. Such a conflict of interest shall constitute cause for termination of this agreement under Paragraph 9.

13. WARRANTIES

13.1 Researchers shall be responsible for the completeness and accuracy of Researcher's work, plans, supporting data, and special provisions prepared or compiled under Researcher's obligation for this project and shall correct, at Researcher's expense, all errors or omissions therein which may be disclosed.

13.2 The cost to correct those negligent errors attributable to the Researchers and any damage incurred by the Researcher's errors shall be chargeable to the Researchers. The fact that the Tribes accepted or approved the Researcher's work shall in no way relieve Researchers of any of Researcher's responsibilities.

13.3 Researchers warrant that they currently possesses all necessary licenses, permits and approvals, required in the applicable jurisdictions to perform this Agreement and have the authority to enter into this Agreement.

14. VEHICLE AND INSURANCE

14.1 Researchers shall have and be responsible for providing an adequate vehicle as well as office equipment available to conduct the services under this Agreement. Researchers shall maintain, throughout the term of this Agreement, liability insurance on such vehicle in adequate amounts to cover the liability of Researchers.

14.2 If requested by the Tribes, Researchers shall also obtain professional liability and/or commercial liability insurance in reasonably requested amounts insuring Researchers against any losses and liabilities arising out of or in connection with the activities of Researchers, their agents and employees in connection with this Agreement.

14.3 In the event Researchers utilize their own employees, Researchers shall also carry workman's compensation insurance for such employees.

15. COSTS AND ATTORNEY'S FEES

The parties agree in the event of breach of this Agreement, the breaching party will pay the other party's costs and reasonable attorney's fees incurred because of the breach whether a lawsuit is instituted or not.

16. NO WAIVER

Any failure by the Tribes to exercise any rights or privileges granted to them or to insist upon full performance of all obligations assumed by the Researchers or to insist upon strict adherence to any term(s) of this Agreement on any occasion shall not be considered or construed as waiving any such rights, privileges, obligations or duties, or to deprive the Tribes of the right thereafter to insist upon strict adherence to any term of this Agreement, or as creating any custom contrary thereto.

17. CAPTIONS

Captions and paragraph headings used in this Agreement are for convenience only, and are not a part of this Agreement, and shall not be deemed to limit or alter any provisions of this Agreement, and shall not be deemed relevant in construing the Agreement.

18. AMBIGUITIES

Researchers acknowledge this Agreement has resulted from negotiations between, and is fair to, both parties, and therefore any rule of construction requiring ambiguities to be construed against the drafter of an agreement shall not apply to any term or provision of this Agreement.

19. SEVERABILITY

If any provision or portion of this Agreement is declared void and unenforceable, such provision or portion of such provision shall be deemed severed from this Agreement which shall otherwise remain in full force and effect. Further, if any such provision or portion of such provision may be reduced and/or narrowed in scope or the like, such provision or portion of such provision shall be reduced, narrowed, and/or the like, and so enforced. The same shall apply to any portion of any provision.

20. FACSIMILE AS GOOD AS ORIGINAL

The Tribes and Researchers agree that a facsimile/fax or other reproduction type copy of this Agreement, so long as signed by both parties, shall be considered an original and shall be fully enforceable against both parties, notwithstanding anything to the contrary in applicable law, and both parties voluntarily waive such requirements.

21. NON-ASSIGNABILITY

This Agreement may not be assigned or transferred by either party without the express written approval of the other party.

22. MERGER, NOTICES, AND MODIFICATIONS OF AGREEMENT

22.1 This Agreement contains the complete agreement and understanding between the Tribes and Researchers, and no statements, promises or inducements made by either party or agent of either party that are not contained in this written Agreement shall be valid or binding.

22.2 No waiver, modification, or amendment of this Agreement or of any covenant, condition or limitation contained in this Agreement shall be valid unless in writing and duly executed by both parties to this Agreement. The parties further agree that the provisions of this Paragraph may not be waived, except as set forth in this Paragraph.

24. SOVEREIGN IMMUNITY

Nothing in this agreement shall be construed to effect or be deemed a waiver of sovereign immunity by the Tribes.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date and year first written above.

Signatures:

COLORADO RIVER INDIAN TRIBES:

Researcher/Investigator:

Print Name: _____

Signature: _____

Signature: _____

Tribal Council Chairman, Dennis Patch

(Researcher/Institution/Agency)

Exhibits