

AFFILIATION AGREEMENT
between
NORTHWEST COMMUNITY COLLEGE
and the
WET'SUWET'EN TREATY OFFICE

(Draft - Dec. 17, 1996)

THIS AGREEMENT made the day of A.D. 1996.

BETWEEN:

NORTHWEST COMMUNITY COLLEGE,
Legally incorporated as Northwest Community College under the
College and Institute Act of British Columbia, having a mailing address
of 5331 McConnell Avenue, in the City of Terrace, in the Province of
British Columbia, V8G 4C2

(herein called "NWCC")

OF THE FIRST PARTY

AND:

Wet'suwet'en Treaty Office, legally incorporated as a non -profit society
under the Society Act whose mandate includes the development and
implementation of education for Wet'suwet'en people where they live
and work, having a mailing address of RR #1, Site 15, P.O. Box 25, in
the Village of Moricetown, in the Province of British Columbia, VOJ
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(HEREINAFTER CALLED "WTO")

OF THE SECOND PARTY

WHEREAS:

- A. WTO is a society, one of its mandates is to provide and develop
improved services in the areas of Lands and Resources, Economic
Initiatives, Human and Social Services and Training under the
authority of the Wet'suwet'en Hereditary Chiefs. Included in this
mandate is the responsibility to develop and implement adult and
post-secondary education programs for Wet'suwet'en people wherever
they may reside.
- B. NWCC is an educational institution designated under the College and
Institute Act of British Columbia, and provides secondary-level and

post-secondary level educational courses in a region incorporating Northwestern B.C.

C. NWCC and WTO are jointly committed to enhancing the provision of educational and training opportunities for Wet'suwet'en people in Northwestern B.C. to:

- (a) enhance the quality of life of Wet'suwet'en people;
- (b) preserve, protect, interpret and promote the history, language and culture of Wet'suwet'en people; and
- (c) provide culturally appropriate education opportunities to enable Wet'suwet'en people to assume responsibility for and control of their own affairs and destiny.
- (d) fulfill the provisions of the Accord of Recognition and Respect between the Province and the Wet'suwet'en and Gitksan in respect to post-secondary and Wet'suweten Human Services initiatives.**

D. WTO and NWCC agree that all joint initiatives undertaken through this agreement, will respect the Wet'suwet'en Vision, which is as follows:

We are proud, progressive Wet'suwet'en dedicated to the preservation and enhancement of our culture, traditions and territories, working as one for the betterment of all, in order to ensure:

- a self-reliant nation;
- responsible jurisdiction of resources for equitable and sustainable use;

- a governance model based upon the solid foundation of our hereditary system;
- continual and effective communication;
- an effective, responsive and accountable infrastructure;
- effective financial management.

E. WTO and NWCC may establish campuses and learning centres to provide accredited developmental education and post-secondary programs and courses on the terms of and subject to the conditions hereinafter provided.

F. The WTO and the NWCC wish to consider jointly developing and delivering programs and courses designed to meet the objectives listed under (C) above.

Through this agreement WTO and NWCC are formally acknowledging their existing partnership in order to continue to deliver learning activities in the areas of academic, vocational, career/technical, and continuing community education for adult learners. This will involve overall program planning, as well as implementing specific Wet'suwet'en and First Nations curriculum and the development of joint certificate, diploma, and the brokering of degree programs.

NWCC recognizes the **autonomy and credibility of WTO as a Wet'suwet'en organization responsible for post-secondary education**, in the Bulkley Valley mandated by the Wet'suwet'en Nation to serve adult learners. WTO will work to assist NWCC staff and faculty to develop sensitive and effective relationships with indigenous peoples

of the world.

NWCC and WTO recognize that post-secondary opportunities for the Wet'suwet'en Nation will be best enhanced through strong, comprehensive Wet'suwet'en post-secondary programs and related services and a strong comprehensive NWCC offering a full range of training and educational opportunities in concert with other post-secondary educational institutions. In this agreement, WTO commits itself to make available its facilities and knowledge to students who wish to study Wet'suwet'en culture and language; developmental education, career/technical, vocational training, academic and professional studies. WTO commits itself to make available appropriate undergraduate university opportunities and to establish, in appropriate disciplines, programs to be delivered in the Wet'suwet'en communities.

Research and teaching of Wet'suwet'en language and culture will be developed in accordance with Wet'suwet'en and western principles of scholarly integrity consistent with our joint commitment to pursue the highest standards in teaching.

WTO commits itself to work with NWCC to develop faculty and staff with an enriched understanding of Wet'suwet'en culture.

Wherever appropriate, the courses and programs to be offered will incorporate Wet'suwet'en content, while maintaining the same academic standards as those courses taught at the College. WTO will be the final authority on Wet'suwet'en language and culture components

of courses modified for delivery by WTO. Instruction, tutoring and counselling will be provided on site at the WTO premises and other sites by qualified staff. All instructors hired to teach accredited courses covered under this agreement must be approved by both NWCC and WTO.

Nothing in this agreement shall abrogate the legislated academic authority and responsibility of NWCC Education Council, or from the authority transferred to WTO by the Wet'suwet'en Hereditary Chiefs or as proposed in the Wet'suwet'en Treaty with Canada and British Columbia.

NOW THEREFORE THIS AGREEMENT WITNESSETH that in consideration of the premises and the covenants, agreements and representations hereinafter contained, the parties hereto covenant and agree as follows:

1. OBLIGATIONS OF NWCC

- 1.00 NWCC agrees to transfer directly to WTO all funds granted by the Ministry of Education, Skills and Training specifically for WTO without charge, in accordance with Ministry policy and directives.
- 1.01 NWCC agrees to provide WTO annually with a list of programs and courses for which WTO may apply for accreditation.
- 1.02 When WTO has applied for accreditation of a particular course(s) under clauses 2.01 and 2.02, NWCC will provide to WTO outlines, curriculum information, resource lists, evaluation policy and tools and other such materials and advice necessary to enable WTO to deliver the courses to the required standards (but excluding text books, equipment and resources which are available commercially, and materials under copyright by NWCC staff.)
- 1.03 NWCC agrees to provide WTO with such information as may be necessary to define for each accredited course the qualifications required of instructional staff and the requirements of WTO's facilities to ensure the successful delivery of the courses. NWCC recognizes that the Wet'suwet'en Nation has authorized WTO as the certifying agent for teachers of Wet'suwet'en language and culture.
- 1.04 NWCC recognizes that WTO has sole authority on Wet'suwet'en Language and Culture materials.

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- 1.05 NWCC agrees to identify to WTO the appropriate members of NWCC faculty and staff to work in partnership with WTO faculty and staff as a steering committee to develop and modify curricula and monitor course delivery and student evaluation. Representation from NWCC will be regional personnel. Representation from WTO will be WTO Directors and their appointees. The joint NWCC WTO steering committee will establish appropriate mechanisms to assess instruction, facilities and resources, and evaluation procedures. (See 1.12)
- 1.06 NWCC agrees that by June of each year for the continuance of the agreement, it will provide WTO with a list of those WTO courses which are fully accredited, and those which are conditionally accredited (with conditions and criteria for full accreditation).
- 1.07 NWCC will provide each student of WTO for whom a certification fee has been paid by WTO, a NWCC transcript indicating his or her performance in each accredited course. WTO will obtain an appropriate release from each individual student to allow for this exchange of information with NWCC.

- 1.08 NWCC agrees to provide WTO a NWCC Certificate or Diploma for each student of WTO who has completed the jointly agreed requirements, provided that all information, documents and certification fees required to be submitted by WTO to NWCC have in fact been submitted. The certification should bear the signature of the Executive Director of WTO.
- 1.09 NWCC will provide to each student of WTO for whom a certification fee has been paid a NWCC Student Library Card, and relevant library services.
- 1.10 NWCC agrees to appoint a representative of WTO (named by WTO) to sit on NWCC's First Nations Council (expenses paid by NWCC).
- 1.11 NWCC agrees to maintain copyright restrictions on all materials provided to it by WTO.
- 1.12 NWCC agrees to co-sponsor training for its staff and faculty with those of WTO in relation to the procedures stemming from this agreement and cross-cultural education. This training will occur at least once yearly with additional guidance from the Steering Committee. The costs will be based on WTO rates. See Appendix D.

2. **OBLIGATIONS OF WTO**

- 2.01 WTO agrees to make formal application to NWCC for course accreditation approximately three months prior to the planned start

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date of the courses, not including July and August. Applications will be made using the NWCC Application for Accreditation form, and will include all documentation required by NWCC.

2.02 WTO agrees to pay an Annual Accreditation fee to NWCC within thirty (30) days of the signing of this Agreement. (Note Appendix A).
In the event that more than two (2) accredited courses take place during the term of this agreement, additional annual accreditation fees per course shall be payable. (Note Appendix A).

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2.03 WTO agrees to pay for advertising, promotion and publicity initiated by WTO for the operation of NWCC/WTO programs, and to provide NWCC with particulars of such advertising, promotion, and publicity at the request of NWCC.

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2.05 WTO agrees to provide all staff, materials, resources and facilities necessary to deliver accredited courses to the standards required by (NWCC) the WTO-NWCC Joint Program Steering Committee.

2.06 WTO agrees to maintain copyright restrictions on all materials provided to it by NWCC. (See 1.11)

2.07 WTO agrees to provide to NWCC within one (1) month of

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commencement of instruction the full name and address of each student admitted to each accredited NWCC. At the same time, WTO agrees to pay NWCC a registration fee and a certification fee in respect to each student admitted to each accredited course. (Note Appendix A.)

- 2.08 At the completion of each accredited course WTO agrees to provide to NWCC a statement of the final grade as required by the course evaluation policies provided by NWCC to WTO.
- 2.09 WTO agrees to provide each student the transcripts, certificates and diplomas provided by NWCC to WTO.
- 2.10 NWCC and WTO agree to establish a Joint Steering Committee which will meet at least two times per academic year. NWCC and WTO agree that NWCC provide up to two members for the Joint Steering Committee to engage in course and accreditation planning, to monitor the academic standards and progress of courses, and to ensure appropriate evaluation of both students and instructional staff. WTO will appoint at least two members to the Joint Steering Committee including a WTO director.
- 2.11 The Joint Steering Committee will be responsible for monitoring the incorporation of Wet'suwet'en content into existing NWCC courses.
- 2.12 WTO agrees to hire instructors who meet NWCC/WTO qualification requirements. The Joint Steering Committee will determine the instruction qualifications for all courses that are NWCC accredited. WTO welcomes NWCC faculty expertise.

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3. GENERAL

- 3.01 Communications required under this Agreement shall take place in this instance between the President, NWCC or designate and the Executive Director of WTO or designate.
- 3.02 NWCC and WTO may enter into separate agreements to provide for additional activities such as:
- (a) WTO contracting with NWCC for the provision of services;
 - (b) WTO purchasing seats for its students in NWCC courses;
 - (c) course or program development;
 - (d) research;
 - (e) a joint approach to a funding agency to support a specific project.
- 3.03 WTO and NWCC will annually, by March, or by mutual agreement, set all fees referred to in this agreement.
- 3.04 WTO shall maintain such insurance coverage as may be appropriate to WTO and NWCC against any insurable claim, damage, loss, injury to person or property or loss of life occurring on WTO premises or areas adjacent thereto in such form and amounts as shall be agreed upon by WTO and NWCC which shall take effect before commencement of classes under this agreement. **(Note Appendix B)**
- 3.05 WTO or NWCC shall not at any time during the continuance of this Agreement use, exercise, or carry on, or permit or suffer to be used, exercised or carried on, in, or about the WTO's premises or any part

thereof any illegal or immoral or offensive act, trade, business, occupation or calling which might bring the name of NWCC or WTO into disrepute.

- 3.06 (a) WTO shall indemnify and save harmless NWCC from any liabilities, damages, costs, claims, suits or actions against NWCC that result from a breach, or non-performance by WTO of any covenant or condition in this agreement.
- 3.06 (b) NWCC shall indemnify and save harmless WTO from any liabilities, damages, costs, claims, suits or actions against WTO that result from a breach, or non-performance by NWCC of any covenant or condition of this agreement.
- 3.07 The term of this Agreement is January 1, 1997 - Dec. 31, 2001; renewal for successive terms may take place on the mutual agreements of NWCC and WTO.
- 3.08 This agreement may be modified at any time by mutual consent in writing duly signed by WTO and NWCC.
- 3.09 The agreement may be cancelled by either party upon 30 days written notice, providing previously agreed course commitments are fulfilled by both parties.
- 3.10 Neither part may assign its interest or rights under this agreement without the prior written consent of the other party.

3.11 WTO has the sole authority concerning any courses or materials relating to Wet'suwet'en language and culture (see Appendix for WTO Mission Statement).

IN WITNESS WHEREOF NWCC and WTO have hereunto affixed their respective seals attested by their proper officers duly authorized in that behalf.

ON BEHALF OF WTO

ON BEHALF OF NWCC

Board Chair,
Wet'suwet'en Treaty Office

Board Chair
Northwest Community College

Director of Social Development
Wet'suwet'en Treaty Office

Chair,
NWCC Education Council

Executive Director
Wet'suwet'en Treaty Office

President,
Northwest Community College

Date

APPENDIX A

FEE SCHEDULE 1997\98

Annual Accreditation Fee:

First course	\$750.00	
Additional Course (s) each		500.00

Certification Fee:

per student/per course		35.00
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Registration Fee:

per semester 25.00

A list of deliverables and services which are provided to students and isstructors under this agreement can be found in Appenix C.

APPENDIX B - WTO Insurance Policy

APPENDIX C - Student Services

APPENDIX D - WTO Rates