

OFFICE FOR THE ADVANCEMENT OF  
RESEARCH AND SCHOLARSHIP (OARS)  
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January 14, 2013

Mr. Daryl Baldwin, Director  
The Myaamia Project  
Miami University  
Oxford, OH 45056

Dear Daryl:

I write to inform you, with the concurrence of Provost Gempesaw and President Hodge, that your proposal to establish an interdisciplinary university center, The Myaamia Center, has been approved. For ten years, the Myaamia Project has played an important role in research and education, and the transition to the Myaamia Center will enhance its efforts to meet the increasing needs of the Tribe and University.

The establishment of the Center will provide a platform for faculty, students, and staff to work in teams and promote the research and educational agenda of the Center, University, and Tribe. With its mission to promote and research the Myaamia language and cultural knowledge, the Center will conduct in-depth research to assist tribal educational initiatives aimed at the preservation of language and culture. This research will result in a wide range of educational models and materials for community language and cultural programs. In addition, the Center will provide opportunities for faculty, staff, and students to learn about and have direct involvement in tribal efforts in language and cultural revitalization.

The Center is approved for a period of three years and will operate under the terms of the Memorandum of Agreement between Miami University and the Miami Tribe of Oklahoma executed in January 2013. You will serve as Director of the Center and will report activities and results through the Associate Provost for Research and Scholarship. As lead of the center, you or your designee will be expected, at a minimum, to provide annual reports on the activities of the group. During the third year of the Center's establishment, you may request a renewal for another three-year period based on mutual agreement between the University and the Tribe.

Congratulations and good luck. Please let me know if I can do anything to help.

Sincerely,

A handwritten signature in blue ink that reads 'James T. Oris'. The signature is written in a cursive style with a large initial 'J'.

James T. Oris  
Associate Provost for Research and Scholarship  
Dean of the Graduate School  
[orisjt@MiamiOH.edu](mailto:orisjt@MiamiOH.edu)



**MYAAMIA CENTER**  
**MEMORANDUM OF AGREEMENT**



WHEREAS the Miami Tribe of Oklahoma and Miami University are linked by common geographic, historical, educational and cultural interests; and

WHEREAS since the early 1970's these two entities have formed a strong trusting relationship and work together to support each other's educational and developmental needs; and

WHEREAS these two entities signed a Memorandum of Understanding on March 24, 2006 formalizing their commitment to cooperate and assist each other in all areas of educational interest, and continue strengthening their friendship through cooperative exchanges; and

WHEREAS the Myaamia Project at Miami University, which was created in 2001 with a mission to preserve, promote, and research Miami Nation history, culture, and language, has become an important entity for the educational advancement of members of the Miami Tribe and Miami University communities; and

WHEREAS Miami University and the Miami Tribe of Oklahoma entered into an original Memorandum of Agreement, dated September 19, 2008, pertaining to the Myaamia Project, and reaffirmed that commitment and signed a replacement Memorandum of Agreement, dated March 30, 2012 to be valid until terminated by one of the Parties; and

WHEREAS the parties agree that the Myaamia Project will now transition to the Myaamia Center to allow its efforts to expand in order to meet increasing needs of the Tribe and University, this Memorandum of Agreement shall supersede all previous Memorandum of Agreements pertaining to the Myaamia Project; and

NOW, THEREFORE, the Miami Tribe of Oklahoma and Miami University set forth the following articles of agreement relative to the Myaamia Center at Miami University.

### **Article One – research/education**

Research and education are the primary activities of the Myaamia Center. The research initiatives and educational activities conducted through the Myaamia Center must be initiated and approved by the Miami Tribe's Cultural Resources Office in order to ensure that said research and educational objectives meet the needs of the Miami Tribe community.

The employees of the Myaamia Center agree to share historic, linguistic, and cultural information for educational purposes at Miami University in culturally appropriate and sensitive ways, and encourage Miami University student participation in ongoing work and research projects.

### **Article Two – funding/employment**

Miami University currently employs the Director and provides office space that meets the research and staff needs of the Myaamia Center. Additional Myaamia Center staff positions, their funding and any details related to their employment, will be negotiated between the two parties on an individual basis.

The Miami Tribe of Oklahoma will request annually an operational budget from the Director of the Myaamia Center for the benefit of the center to be expended for operating expenses at the discretion of the Director of the Myaamia Center. The Miami Tribe of Oklahoma may increase this amount in its discretion to reflect the growing needs of the center. Any increases or other budget amendments will be negotiated annually with the Miami Tribe as part of the budget request process.

Materials and capital equipment purchased by Myaamia Center funds will remain the property of Miami University, unless, for whatever reason, the Myaamia Center is dissolved, then said capital equipment will be donated to the Miami Tribe of Oklahoma.

In addition, upon dissolution of the Myaamia Center any original documents used for, or created as a result of, research associated with the Myaamia Project or Myaamia Center will be donated to the Miami Tribe of Oklahoma. Miami University will retain copies of said research conducted by the Myaamia Center to be housed in the Myaamia Collection and proprietary use of these documents will fall under the Myaamia Collection agreement.

### **Article Three – assessment/reporting**

The Miami Tribe of Oklahoma and Miami University will continue to re-assess the viability and purpose of the Myaamia Center on a three (3)-year basis in order that said center continues to meet the needs of both the Miami Tribe of Oklahoma and Miami University. If at any time the Myaamia Center no longer meets the needs of either entity, either may call for dissolution of the center. It is understood that the Myaamia Center will dissolve if the Director's position becomes vacant unless the Miami Tribe of Oklahoma and Miami University mutually agree upon a replacement.

The Myaamia Center will submit annual activity reports to Miami University's Division of Student Affairs, Office for the Advancement of Research and Scholarship, and the

Miami Tribe of Oklahoma Business Committee. Financial reporting will occur monthly to the Miami Tribe's financial office.

**Article Four – intellectual property**

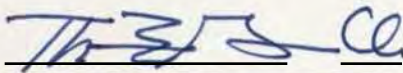
The Miami Tribe of Oklahoma is a federally recognized sovereign tribal government situated within the borders of the United States of America and actively exercises its inherent right of self-governance and self-determination. These rights are protected by previous treaties through the U.S. Constitution's Articles I & VI, and through the Miami Tribe Constitution approved by the Secretary of Interior on August 16, 1939.

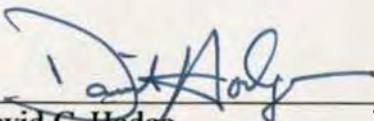
It is understood by the terms of this agreement that the Miami Tribe, by right of self-determination, has control over its cultural and intellectual property on behalf of the citizens of its nation. Neither the Myaamia Center nor Miami University may copyright materials produced through and/or by the Myaamia Center. No reprinting or distribution of materials produced by the Myaamia Center may occur without the express written consent of the Miami Tribe of Oklahoma.

Upon execution, this Agreement shall supersede any prior agreements pertaining to the Myaamia Project. This Agreement shall be valid for a three (3)-year period at which time after a review by both parties, a new agreement may be extended. Should either Party wish to terminate this Agreement, said terminating Party shall submit written notice to the other Party at least three (3) months prior to terminating the Agreement. This Agreement may be amended by mutual written agreement of both Parties.

MIAMI TRIBE OF OKLAHOMA

MIAMI UNIVERSITY

By:   
\_\_\_\_\_  
Thomas E. Gamble  
Chief

By:   
\_\_\_\_\_  
David C. Hodge  
President

Date: December 30, 2012