

A MEMORANDUM OF AGREEMENT CONCERNING THE SUPPORT OF THE
COLLABORATIVE LANGUAGE RESEARCH INSTITUTE
BETWEEN

Linguistics Society of America

and

Collaborative Language Research Institute Advisory Circle

This Memorandum of Agreement (“MOA”), dated this [date] (the “Effective Date”), is made by and between the Linguistic Society of America (“LSA”), located at 522 21st St., NW, Suite 120, Washington, DC 20006, and the Collaborative Language Research Institute Advisory Circle (“AC”). The AC and LSA are referred to individually as a “Party” and collectively as “Parties”. “CoLang” refers to the overall organization and “(CoLang) Institute” to the biennial institute.

The LSA and AC hereby agree to support the Collaborative Language Research Institute (“CoLang Institute”) during the academic summer every even-numbered year.

1. **Purpose:** The purpose of this MOA is to outline the mutual obligations of the LSA, the AC, and the Director(s) (see section 3) regarding the support of CoLang Institutes, consistent with the goals outlined in (a-b).

a. The goals of CoLang are as follows:

- Provide training in how to document, maintain, revitalize, and renew languages;
- Facilitate ethical collaborations between academic and community language scholars;
- Promote best practices for in situ language research and resource creation;
- Further linguistic theory by supporting the creation and sharing of repurposeable linguistic resources;
- Sustain language diversity, by promoting the creation of lasting resources on under-described languages and assisting community language scholars in developing skills that will support their work;
- Advocate locally and globally for support of language vitality.

b. The goals of the LSA are as follows:

to advance the scientific study of language through: scholarly communication, professional development, community-building, and promoting external relationships with those who share an interest in its mission.

2. **Administration:**

a. **AC:** The AC is an elected body of no fewer than 12 and no more than 15 members. The AC internally elects two Co-Conveners. The AC and Co-Conveners’ roles and obligations to the CoLang Institute are found in the Collaborative Language Research Institute Charter. The AC Co-Conveners shall be the main liaison between the AC, the LSA, and the Director(s).

- b. *LSA Representative:* The LSA representative to the AC will: (i) act as a liaison between the LSA Executive Committee (EC) and the AC; and (ii) serve as a full voting member of the AC. The representative shall be a member of the LSA who is nominated by the AC and approved by the EC. The representative shall serve a term of two years, which may be renewed for various terms upon the mutual agreement of the AC and the LSA.
- c. *The Director:* The AC shall: (i) call for applications for CoLang local institution host; (ii) award local institute host and Director (the “Director”) to administer and direct the CoLang and one or more Co-Directors to assist in administering and directing CoLang. In the case of collaboration between multiple institutions in hosting the Institute, there may be more than two “Co-Directors” (the “Director(s)”).
- d. *The LSA Secretariat:* The LSA Secretariat may act as an advisor to the AC on fellowship applications and awards, logistics, marketing, and fundraising, among other matters.

3. **Participants:**

- a. *Facilitators, Workshops and Practica:* In consultation with the AC, the Director(s) shall determine curricula and appoint persons to serve as facilitators at the CoLang Institute. The Director(s) may have an open call for some workshop proposals. In these cases, the AC shall administer the open call. The AC shall advise and aid the Director(s) in creating a short list of applications, but the Director(s) shall have final determination of the workshops and facilitators and shall make the offer to the applicants. The AC shall notify the applicants not chosen.
- b. *Students, Scholarships, and Fellowships:*
 - i. In keeping with the vision set forth in the CoLang Charter, participants in CoLang Institute workshops and practica include (but are not mutually exclusive) graduate, undergraduate students, Indigenous language scholars and community members, language professionals, faculty, and CoLang Institute facilitators. For the purposes of this MOA, the first three categories shall be called “students.” With the approval of the Director(s), students may attend a CoLang Institute. Except as otherwise set forth in this section and in section 5b, all students shall be required to pay registration fees and their own costs and expenses in connection with the Institute.
 - ii. Students may be eligible to receive scholarships to attend the CoLang Institute. The Director(s) raise scholarship money. The scholarships are intended to: (i) encourage participation from under-represented groups, especially from minority, threatened, endangered, and silent language communities; (ii) encourage representation from all areas of the world, especially outside of the USA and Canada; and (iii) enable the Director(s) to compensate student help in running the Institute. The Director(s) may seek advice from the AC on scholarships, but the Director(s) allocate scholarship money at their discretion.

- iii. Students may be eligible to receive LSA fellowships to attend the CoLang Institute, which are described on LSA's website. This includes the Emmon Bach Fellowship, which is endowed through a restricted fund of the LSA. The Bach Fellowship award may include: tuition, travel (up to \$1000 domestic and \$2000 international), housing and meal plan or per diem, as earnings from the Bach Fund permit. The LSA shall appoint a Committee on CoLang Institutes and Fellowships (the "Fellowship Committee"). The Fellowship Committee shall include: (i) one Director; (ii) a member of the LSA Committee on Endangered Languages and their Preservation, (iii) one past Director; (iv) one AC member or member of the larger CoLang membership recommended by the AC; and (v) if possible, a member of the special interest group Natives4Linguistics. The Fellowship Committee shall review and score all fellowship applications; and administer and manage an online application for submission and management of all LSA fellowship applications.
- iv. All parties that coordinate fellowships for CoLang shall be encouraged to streamline the awarding process to promote clarity for applicants and reviewers as much as possible with a goal of preventing duplicate scholarships.
- c. *Participants*: Additional persons may attend and participate in the CoLang Institute with the approval of the Director(s).

4. **Operations:** The Director(s) shall:

- a. Manage all local arrangements for the CoLang Institute, including campus-based class, lab and meeting facilities, scheduling, visa requirements, housing, catering, IT support, ID badges, security and related issues. This may also include off-campus lodging, social and recreational events, and transportation.
- b. Manage a website and related marketing materials with comprehensive information about the CoLang Institute that they are hosting, including an interface for course selection. LSA will be acknowledged as a sponsor.
- c. Manage all communications with CoLang Institute students, registrants, facilitators and staff regarding scholarly, administrative and logistical issues.
- d. If funds are requested (as per section 5(d)), submit a specific MOA with LSA for their CoLang Institute by a time mutually agreed upon preceding the CoLang Institute.

5. **Financial Terms:**

- a. *Finances*: The Director(s) shall be responsible for managing the finances of the CoLang Institute. Any budgetary shortfall shall be the responsibility of the Director(s) and any budgetary surplus shall be retained by the Director(s) to use at their discretion.

- b. *Registration Fees*: Subject to the other terms of this MOA, the Director(s) may require students and other participants in the CoLang Institute to pay a registration fee in connection with their participation in the Institute.
 - c. *Fundraising*: The LSA agrees to assist with raising external funds to support CoLang through sponsorships, grants, and charitable contributions.
 - d. *Funding*: If requested in the Director MOA, the LSA agrees to provide the following funds to the Director(s) for the purpose of planning and running CoLang:
 - i. A planning grant in the form a revolving loan of \$15,000 to AC, payable in October before the CoLang Institute. This loan may be used to defray any appropriate expense associated with planning the Institute and shall be repaid to the LSA by the October following the Institute.
 - e. *Fiscal Agency*: The LSA agrees to serve as a fiscal agent for the AC for any grants or other financial contributions to support the CoLang Institute that are not awarded to and administered by the Director(s).
6. **Marketing**: In consultation with the AC and the Director(s), the LSA agrees to develop and implement a marketing plan supporting CoLang Institutes, utilizing all communications vehicles at the LSA's disposal, including maintaining a section of the LSA website to include any information that the AC submits and consulting with the AC Co-Conveners before making any CoLang related publications.
7. **Transcripts and Certificates**: Following the CoLang Institute, if necessary the LSA agrees to fulfill student transcript and certificate requests using information provided by the Director(s).
8. **Reporting**: The Director(s) shall provide a brief final narrative report in consultation with the AC on the CoLang Institute to the LSA to be submitted during the course of the Institute year and before the following LSA annual meeting. This shall appear on the LSA-CoLang webpage and possibly the LSA annual meeting handbook.
9. **General**:
- a. **Entire Agreement**. This MOA constitutes the entire understanding of the Parties with respect to the subject matter herein, and supersedes all prior oral and written agreements.
 - b. **Publicity**. Each Party shall not use, in its external advertising, marketing programs, or promotional efforts, any data, name, insignia, trademarks, artwork, pictures or other representation of the other Party or its employees except on the specific written authorization in advance by the Party.
 - c. **Image**. Each Party shall not knowingly take any action or inaction, which would reasonably be expected to harm the image or reputation of the other Party.

- d. **Independent Contractors:** The relationship of the Parties to each other is solely that of independent contractors. No Party shall be considered an employee, agent, partner or fiduciary of the other except for such purposes as may be specifically enumerated herein, nor shall anything contained in this Agreement be construed to create any partnership or joint venture between the Parties. Neither the Director(s) nor the AC sponsors, endorses, or makes any express or implied warranties to or for the LSA.
- e. **Authorized Signatures:** The signatory for each Party certifies that he, she or they is an authorized agent to sign on behalf such Party.
- f. **Conflicts of Interest:** No member of the AC or employee of the CoLang Institute may receive compensation from the LSA unless authorized by AC in writing.
- g. **Confidentiality:** The parties acknowledge that, during the term of this MOA, they will disclose certain Confidential Information of a special and unique nature to each other. As used in this MOA, "Confidential Information" means any information disclosed to the other party (whether in written, verbal, or other format) and whether or not marked or identified as being confidential. Each party covenants and agrees that neither it nor its employees or agents shall at any time during or following the term of this MOA, either directly or indirectly, (a) disclose to any person, organization, or entity in any manner whatsoever any Confidential Information, or (b) use any Confidential Information for any purpose whatsoever, except as strictly necessary to perform its obligations under this MOA. Each party shall restrict disclosure of the Confidential Information to its employees or agents with a need to know such information in order to perform its obligations and shall advise such employees and agents of their obligations with respect to the Confidential Information. Each party shall protect the other party's Confidential Information using the same standard of care it uses to protect its own confidential and proprietary information, but in any event not less than a reasonable standard of care. All Confidential Information shall be and remain the property of the Disclosing Party notwithstanding the subsequent termination of this MOA. The receiving Party shall, within ten (10) business days of the disclosing Party's written request, return all Confidential Information (including any copies thereof) or certify in writing that all Confidential Information (including any copies thereof) has been destroyed using a method designed to ensure confidentiality and permanently delete such Confidential Information from any computer hardware or other equipment.
- h. **Termination:** This MOA may be terminated with or without cause at any time by either party by giving 365 days prior written notice to the other party. Upon the termination of this MOA, each party shall promptly return any Confidential Information belonging to the other party and any outstanding loans made by LSA to AC pursuant to section 5(d) shall be repaid to LSA.
 - i. Any charitable donations held by the LSA in an endowment for the restricted purpose of awarding student fellowships to CoLang attendees shall continue to be made available pursuant to the terms in 3(b) of this agreement.

- i. **Notice:** Any notice required by this MOA shall be delivered either via electronic mail or in writing to one or more of the following individuals:

- i. AC Co-Conveners

LSA Executive Director or Director of Membership and Meetings (Alyson Reed)

Signed:



Carolyn O'Meara
Co-Convener
Collaborative Language Research Institute

10/07/2021
Date



Tracy Hirata-Edds
Co-Convener
Collaborative Language Research Institute

10/07/2021
Date



Alyson Reed
Executive Director
Linguistic Society of America

10/07/2021
Date