

**Memorandum of Understanding
Between
the U.S. Department of the Interior
and
National Native American Boarding School Healing Coalition**

I. INTRODUCTION AND BACKGROUND

Beginning with the Indian Civilization Act of 1819 and running through the 1960s, the United States enacted laws and implemented policies establishing and supporting Indian boarding schools across the Nation. During that time, the purpose of Indian boarding schools was to culturally assimilate Indigenous children by forcibly relocating them from their families and communities to distant residential facilities where their American Indian, Alaska Native, and Native Hawaiian identities, languages, and beliefs were to be forcibly suppressed.

The Secretarial Memorandum on “Federal Indian Boarding School Initiative,” dated June 22, 2021, directs the Department of the Interior to undertake an investigation (“Investigation”) of the loss of human life and the lasting consequences of residential Indian boarding schools. The goal of the first phase of the investigation, which will culminate in a written report to be submitted to the Secretary of the Interior by April 1, 2022 (“Report to the Secretary”), is to collect information concerning the location and identification of residential facilities at which Indigenous children received formal academic or vocational training or instruction, the location of known or potential student burial sites that may be associated with each such facility and, where possible, the identity and Tribal affiliation of any and all children interred therein. To that end, the investigation will survey historical records in Federal repositories such as the National Archives and the American Indian Records Repository, as well as records maintained by non-governmental organizations that may inform this topic.

II. PARTIES

This Memorandum of Understanding (“MOU”) is entered into by and between the Department of the Interior (“Department”) and the National Native American Boarding School Healing Coalition (“NABS”) (together, the “Parties) and will become effective as of the execution of this MOU.

III. PURPOSE

The Department and NABS, each sharing an interest in identifying the records and information that may be relevant to the Federal Indian Boarding School Initiative (“Initiative”), enter into this MOU to facilitate their mutual efforts at doing so. The purpose of this MOU is to facilitate effective coordination and open, timely, and meaningful communication between the Parties with respect to their individual efforts at collecting and reviewing records and information that will inform the Secretary’s Initiative.

IV. AUTHORITIES

The Department enters this MOU under the authority of 25 U.S.C. § 2 and other authorities relating to the management and operation of Indian schools.

V. AGREEMENT OF THE PARTIES

A. Mutual Responsibilities

1. Consistent with the goals of the Initiative, the Parties agree to share information regarding their respective efforts to research, identify, collect and organize records and information to further the purpose of the Initiative. This may include records and information relating to:
 - a. the location and identification of residential facilities at which Indigenous children received formal academic or vocational training or instruction;
 - b. the location of known or potential student burial sites that may be associated with each such facility; and
 - c. the identity and Tribal affiliation where such information exists of human remains that may be interred therein.

The Parties agree that at this phase of the Investigation, priority should be given to records and information that provide insight into residential facilities, such as enrollment records and vital statistics, correspondence, maps, photographs, and administrative reports and, in particular, records relating to cemeteries or potential burial sites associated with a particular residential facility.

2. Within two weeks of entering the MOU, the Parties will work towards establishing a mutually agreed upon schedule of regular meetings for the preparation and sharing of relevant records and information to advance the objectives of the Initiative pursuant to this MOU.
3. In consideration of the potentially sensitive nature of the records and information, the Parties agree to keep the records and information that are collected and shared pursuant to this MOU confidential, to the extent allowed by applicable law, until the date of the public release of the Report to the Secretary. The Parties further agree that any future release of the records or information collected pursuant to this MOU shall be subject to the Privacy Act or other applicable privacy laws and such protocols as the Department may develop through government-to-government consultations on the Initiative with federally recognized tribes.
4. The Parties shall store and maintain all records and information obtained pursuant to this MOU in manner that is secured from access by unauthorized persons.

B. Department Responsibilities

1. The Department has sole responsibility for preparing the Report to the Secretary.

2. The Department may work with NABS to ensure that the records and information NABS may provide to the Department are compatible and can be adequately and efficiently integrated with the records and information prepared by the Department for the Investigation.
3. The Department will acknowledge in the Report to the Secretary that NABS was instrumental in sharing information pertinent to the Initiative. The Report to the Secretary will contain appropriate citations to statements, if any, that rely on the proprietary research for support.

C. NABS Responsibilities

1. NABS agrees to provide the Department with proprietary research, which consists of reports created by NABS, and information NABS possesses for use by the Department for the Initiative. The Department may request from NABS, as needed, original historical records and collected data that substantiate the proprietary research.
2. NABS agrees to work with the Department to ensure that any records and information it provides can be integrated with the records and information and any supporting materials prepared by the Department for the Investigation.
3. NABS licenses the Department to use the records and information NABS provides to the Department without restriction.
4. NABS agrees that it shall not release to the public or third parties at any time any records or information provided to NABS by the Department (collectively, "Department Records") unless the Department grants prior written approval for the release; except that NABS may release Department Records if required by federal court order.

VI. GENERAL PROVISIONS

- A. **No Obligation of Appropriations.** No exchange of funds will occur under this MOU. This MOU does not obligate the Department of the Interior or NABS to spend funds on any particular project or purpose, even if funds are available.
- B. **Limitations Based on Authority.** Nothing in this MOU is intended, or shall be construed, to limit or in any way affect the authority or legal responsibilities of the Department.
- C. **Other Agreements.** Nothing in this MOU is intended, or shall be construed, to restrict the Department or NABS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- D. **No Third-Party Beneficiary Rights.** This MOU does not, and is not intended to, create any right or benefit, substantive or procedural, enforceable at law or in equity by any

party against the United States, its Departments, agencies, or entities, its officers, employees, or agents, or any other person.

- E. **Indemnification.** Each Party shall be solely responsible for the acts and omissions of its employees, agents, and contractors in the performance of this MOU or any addendum thereto. Neither Party shall be liable in any action initiated against it by the other party for damages resulting from or arising out of this MOU, whether based on contract, tort, or any other legal theory. Neither party will indemnify the other party against any liabilities, claims for damages, suits, losses, and expenses sustained or incurred by the other party that result from or arise out of this MOU.
- F. **Termination.** The Parties may each terminate participation in this MOU at any time through written notification seven days in advance to the other party.
- G. **Modification.** The Parties may amend or modify this MOU at any time through an agreement in writing.
- H. **Term.** The initial term of this MOU shall be until April 1, 2022, which may be extended at any time through an addendum mutually agreed upon and signed by the Parties.
- I. **Dispute Resolution.** It is the goal of the Parties to resolve any disputes they may have through good faith discussions.
- J. **Entirety of the Agreement.** This MOU represents the entire and integrated agreement between the Parties and supersedes all prior negotiations, representations, and agreements, whether written or oral, concerning the matters addressed herein.
- K. **Severability.** Should any portion of this MOU be determined to be illegal or unenforceable, the remainder of the MOU will continue in full force and effect, and the Parties may renegotiate the terms affected by the severance.
- L. **Counterparts.** This MOU may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by facsimile transmission) as against the party signing such counterpart, but which together shall constitute one and the same instrument.
- M. **No Assignment.** No Party may assign any portion of this MOU without the prior written consent of the other party. This MOU shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns.

VII. CONTACTS

The primary points of contact for carrying out the provisions of this MOU are:

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APPROVALS



Bryan Newland
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U.S. Department of the Interior

DEC 07 2021

Date



Christine Diindiisi McCleave
National Native American Boarding School Healing Coalition

12/7/2021

Date