MEMORANDUM OF AGREEMENT

between

THE CONFEDERATED TRIBES OF THE UMATILLA INDIAN RESERVATION

and

THE U.S. DEPARTMENT OF ENERGY, RICHLAND OPERATIONS OFFICE

for

CONTINUED USE AND CONTROL OF THE CULTURAL RESOURCES TEST BEDS

ARTICLE I
INTRODUCTION

WHEREAS, the Confederated Tribes of the Umatilla Indian Reservation (CTUIR) is a sovereign governmental entity representing Native American culture; CTUIR is interested in the preservation and protection of its Treaty rights and cultural heritage both within the boundaries of the Umatilla Indian Reservation and within the CTUIR's lands ceded by the Treaty of 1855 and in aboriginal use areas;

WHEREAS, the U.S. Department of Energy, Richland Operations Office (DOE-RL), the owner of the HAMMER Training and Education Center (HAMMER), is a federal agency under the laws of the United States Government;

WHEREAS, DOE-RL recognizes the importance of the CTUIR's cultural heritage, customary use locations and natural resources to the preservation of the Tribe’s Treaty rights and pursuit of traditional life ways for present and future generations;

WHEREAS, DOE-RL has allowed land at HAMMER to be used by the CTUIR and other Hanford-area Tribes to create the Cultural Resources Test Bed Site to enable cultural resources-related training;

WHEREAS, DOE-RL recognizes and acknowledges the CTUIR's investment of time and energy at the HAMMER Cultural Resources Test Beds Site, which resulted in the creation of twelve simulated cultural sites, construction of a simulated burial site, creation of several above-ground cultural sites, and development of and hosting of related workshops and classes at HAMMER, which to date, have trained of hundreds of Hanford Site workers and others in cultural resources protection; and
WHEREAS, DOE-RL and the CTUIR have a government-to-government relationship that will enable the Parties to work together to develop beneficial solutions and resolve issues related to the Cultural Resources Test Beds Site in a mutually agreeable, positive manner.

NOW, THEREFORE, this Agreement is made between the CTUIR and DOE-RL. The Parties agree to the framework set forth in Article II to foster coordination and consultation related to the Cultural Resources Test Beds Site.

ARTICLE II
AGREEMENT

1. DOE-RL will allow the continued use of the HAMMER Cultural Resources Test Beds Site by the CTUIR at times and dates agreed upon by the HAMMER Tribal Programs Manager and the CTUIR Cultural Resources Protection Program in advance.

2. DOE-RL, through the Indian Nations Program, will consult with the CTUIR prior to entering any real estate or other agreement that would transfer ownership of the HAMMER Cultural Resources Test Beds Site to a third party, non-DOE entity. Prior to any negotiations for such a change in ownership, DOE-RL agrees to seek agreement from the third party potential new owner to allow for the continued use and function of the Cultural Resources Test Beds Site by the CTUIR.

3. The HAMMER Tribal Programs Manager will attempt to notify the CTUIR Cultural Resources Protection Program Manager before authorizing the use of the Cultural Resources Test Beds Site by any entity for any function.

4. The parties agree that the present contents of Conex box #21 belong to the CTUIR. Given the location of the box and the convenience it provides to the CTUIR in its ability to maintain Cultural Resource Test Beds, HAMMER will make reasonable efforts, but cannot guarantee, to retain the box for usage by the CTUIR in the future. HAMMER will also make reasonable efforts to inform the CTUIR sufficiently in advance if the box can no longer be used by the CTUIR to provide the CTUIR with enough time to find an alternative location to house the contents of Conex box #21.

ARTICLE III
EFFECT OF THIS AGREEMENT

1. DOE-RL enters into this Agreement under the authority of section 646 of the Department of Energy Organization Act (42 U.S.C. § 7256).

2. This Agreement in no way restricts any of the Parties from participating in any activity with other public or private agencies, organizations or individuals.

3. This Agreement is neither a fiscal nor a funds obligation document. Nothing
in this Agreement authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value.

4. This Agreement is strictly for internal management purposes for the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

5. All agreements herein are subject to, and will be carried out in compliance with, all Federal applicable laws, regulations and other legal requirements.

6. This MOA may be modified or amended by written agreement between DOE-RL and the CTUIR. Further, this MOA may be terminated by mutual agreement, or by either Party upon a 60-day written notice to the other.

7. This MOA is not intended to restrict communication between DOE-RL and the CTUIR in any way, but to encourage more effective communication and coordination related to the Cultural Resources Test Beds Site.

ARTICLE IV
NOTIFICATION

Notification under the terms of this Agreement regarding the Cultural Resources Test Beds Site shall be sent to:

1. Confederated Tribes of the Umatilla Indian Reservation; P.O. Box 638, Pendleton, Oregon 97801, (541) 276-3629
   - Technical Matters: Manager, Cultural Resources Protection Program
   - Policy Matters: Chair of the Board of Trustees

   - Technical Matters: Indian Nations Program Manager
   - Policy Matters: Manager

3. Volpentest HAMMER Training and Education Center: 2890 Horn Rapids Road, Richland, Washington 99352, (509) 373-2021
   - Technical Matters: Tribal Program Manager
   - Policy Matters: Director

APPROVALS

For the U.S. Department of Energy, Richland Operations Office
David Brockman, Manager

For the Confederated Tribes of the Umatilla Indian Reservation

Antone C. Minthorn, Chair, Board of Trustees

Date