



United States Department of the Interior

OFFICE OF THE SECRETARY
Washington, DC 20240

**Memorandum of Understanding
Between
The Office of the Assistant Secretary – Indian Affairs U.S. Department of the Interior
and
American Sustainable Business Network**

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Department of the Interior Office of the Assistant Secretary – Indian Affairs (ASIA) and the American Sustainable Business Network (ASBN), collectively "the Parties." This MOU sets forth the intent of the Parties to cooperate on: a) efforts to increase the capacity of Tribal communities to engage and collaborate with the business community and other entities to leverage federal and Tribal resources to support tribally-led community based economic development; b) develop best practices and tools for fostering business development and entrepreneurship within Tribal communities; c.) provide resources to Tribes interested in developing Tribal-public-private partnerships; and d.) provide guidance to philanthropic and private sector organizations interested in engaging directly with Tribal Nations. DOI's participation will be carried out under the Office of the Assistant Secretary-Indian Affairs Public-Private Partnership Pilot Project as well as other Federal agencies that support public-private initiatives. Through this collaborative effort, the Parties seek to maximize the benefits of shared learning and shared resources on strategies and policies to better support communities implementing economic development partnership programs.

II. INTRODUCTION AND BACKGROUND

Human activities, including the burning of fossil fuels and unchecked consumption of earth's natural resources, are resulting in unprecedented ecological threats. Climate change and ecosystem collapse endanger food and energy production, human health, and the economy. Furthermore, these activities and their impacts have resulted in socioeconomic inequities and disproportionately impacted Native American and disadvantaged communities. While Tribal Nations face unique challenges resulting from climate change and ecosystem collapse, they also hold solutions and expertise which are inclusive of ecological conservation and local economic development.

Tribal Nations since time immemorial have learned, developed and implemented regenerative land and water stewardship practices to live in harmony with creation and the natural world. Over the course of thousands of years Traditional Knowledge, of which Indigenous Traditional

Ecological Knowledge (ITEK) is a subset, has been applied by Tribal Nations to achieve ecosystem balance and human prosperity. Indigenous lifeways resulted in healthy grasslands, forests, and riparian systems, clean water and air, regenerative agricultural practices, sustainable fish and wildlife management and hunting, fishing, gathering and subsistence practices, and healthy, vibrant, and resilient planetary ecosystems.

The United States has a special trust responsibility and relationship to Tribes that includes programmatic and funding responsibilities. Historically, there has been little formal coordination of efforts between federal and private/philanthropic programs that support Tribes. This disconnect has resulted in many programs being under-leveraged and opportunities have been missed for maximum impact and innovation. This recognition of opportunities missed calls for the federal government to work with Tribes, Tribal organizations, and philanthropy to create public-private partnerships that foster culturally appropriate, sustainable intergenerational health and economic development programs.

ASIA and ASBN recognize the challenges posed by the confluence of these factors and the importance of local partner coordination and capacity. Therefore, ASIA and ASBN intend to collaborate on mutual priorities to support economic development initiatives to maximize the benefits of shared learning and shared resources on strategies and policies to efficiently and equitably coordinate philanthropic, private sector, and federal funding to support Tribally-led initiatives including Tribal conservation and indigenous agricultural economies throughout Indian Country. ASBN and ASIA will take a community-driven approach that emphasizes participatory development principles and practices. This is a strategy aimed at the development of a sustainable, community-driven economy. Through mutual priorities, ASIA and ASBN intend to cooperate to support community economic development initiatives aimed at improving the local multiplier effect within tribal communities.

III. AUTHORITIES

ASIA enters into this MOU under the authority of 25 U.S.C. §2, 25 U.S.C. § 13 (Snyder Act), 25 U.S.C. § 5341 and other authorities related to partnership development with Tribal Nations.

IV. AGREEMENT OF THE PARTIES

A. ASIA Responsibilities

1. Facilitate interagency coordination, i.e., with other DOI agencies and support and encourage coordination efforts with other federal agencies, including Department of Commerce, Department of Agriculture and others where appropriate.
2. Assist with interagency coordination through the White House Council on Native American Affairs.
3. Facilitate and support data sharing and analysis with Tribes in support of Tribal conservation and economic development efforts.

4. Contribute appropriate federal resources and subject matter expertise to support the purpose of this MOU

B. ASBN Responsibilities

1. Identify and convene private sector business and investor leaders interested in working with Tribal Nation for the purpose of advancing the goals of this MOU.
2. Develop set of innovative strategies to ensure success for public - private co-investment working from the lead of Tribal Nations.
3. Develop key economic, investor and business case materials, use cases and case studies for engaging with philanthropy, investors decision makers and others.
4. Develop a research agenda to collect information on best practices from the Tribal Nation perspective - including best practices for restorative investment strategies and policies, best practice engagement and participation, and best practice project financing opportunities.
5. Promote the needs of Tribal nations to the larger business and investor community through our communication and educational channels.

C. Mutual Responsibilities

1. Topics that the Parties intend to collaborate on include but are not limited to the following:
 - a. Economic development projects and programs that support Tribal conservation and indigenous agricultural economies.
 - b. Community based economic development; and
 - c. Business development and Indigenous entrepreneurship.
2. Consistent with the goals of the Initiative, the Parties agree to share information regarding their respective efforts to promote, support, and aid Tribes and Tribal organizations in economic development, entrepreneurship, and conservation. This may include:
 - a. Connecting Parties to interested Tribes and Tribal organizations.
 - b. Facilitating meetings between interested Tribes, Tribal organizations; private sector and philanthropic groups, NGOs and federal agencies; and
 - c. Facilitating relevant trainings, technical assistance, capacity building activities and other resources amongst interested tribes, tribal organizations, and other interested parties;
3. Within two weeks of entering the MOU, the Parties will work towards establishing a mutually agreed upon schedule of regular meetings for the furtherance of identified responsibilities pursuant to this MOU.
4. Develop annual work plans.

5. The Parties acknowledge that Indigenous people are the holders and owners of ITEK, and that the use of ITEK must be with their consent.
6. 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, to the extent allowed by law.

V. 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 ASBN to spend funds on any project or purpose. In the event of exchange of funds such transactions will be governed by separate, specific agreement(s).
- B. **Publicity and Messaging:** The Parties shall coordinate all public statements and other disclosures with regard to this MOU, and none of the Parties may enter into any publicity regarding this MOU unless all of the Parties consult and agree in advance on the form, timing, and contents of any such publicity, announcements, or disclosure.
- C. **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 ASIA.
- D. **Other Agreements.** Nothing in this MOU is intended, or shall be construed, to restrict the ASIA or ASBN from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. **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.
- F. **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.
- G. **Termination.** The Parties may each terminate participation in this MOU at any time through written notification seven days in advance to the other party.
- H. **Modification.** The Parties may amend or modify this MOU at any time through an agreement in writing. Other Federal Agencies may participate in this MOU at any time while the MOU is in effect. Participation will be evidenced by an agency official signature on the MOU.

- I. **Term.** The initial term shall be until June 1, 2024. This MOU may be extended at any time through an addendum mutually agreed upon and signed by the Parties.
- J. **Dispute Resolution.** It is the goal of the Parties to resolve any disputes they may have through good faith discussions.
- K. **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.
- L. **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.
- M. **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.
- N. **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.
- O. **Endorsement:** The Parties shall not publicize or circulate any materials (including advertisements, solicitations, brochures, press releases, speeches, pictures, movies, articles, manuscripts, or other publications) suggesting, expressly or implicitly, that the United States of America, the Department of the Interior, ASIA, or any government employee endorses any business, brands, goods or services.
- P. **Limitations on Lobbying.** The Parties agree that they will not lobby for or otherwise seek the appropriation of funds from Congress to meet that commitment. The Parties may not use any appropriated funds (including property, utilities, or services acquired with, or supported by, Congressionally- appropriated funds) to lobby or attempt to influence Congress or any official of any government.

VI. CONTACTS

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

Name David Levine
Title President
Email dlevine@asbnetwork.org

Name: Derek Peebles
Title: Director of Inclusive Economies, ASBN

Email:Derek@asbnetwork.org

APPROVALS



Bryan Newland
Assistant Secretary – Indian Affairs
U.S. Department of the Interior

12-2-2022

Date



David Levine
Co-founder & President
American Sustainable Business Network

November 28, 2022

Date