



Memorandum of Understanding

U.S. Geological Survey and

Yukon River Inter-Tribal Watershed Council

U.S. Department of Interior
U.S. Geological Survey

Memorandum of Understanding (MOU)
Between the
Yukon River Inter-Tribal Watershed Council and the U.S. Geological Survey

1. Background

Yukon River Inter-Tribal Watershed Council (YRITWC) Mission. The YRITWC is a relatively small non-profit organization. Its mission statement is as follows: “We the Indigenous Peoples from the headwaters to the mouth of the Yukon River, including its tributaries, having been placed here by our Creator, do hereby agree to initiate and continue the clean-up and preservation of the Watershed for the protection of our own and future generations of our Indigenous Peoples and for the continuation of our traditional Native way of life.” The YRITWC recognizes the importance of water quality in regards to their mission statement. The YRITWC will develop and implement data management initiatives in support of cultural resource assessments, research projects, and education to advance the interests of Tribes and First Nations throughout the Yukon River basin.

U.S. Geological Survey (USGS) Mission. The USGS serves the Nation by providing reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life. The USGS National Research Program conducts basic and problem-oriented hydrologic research in support of the mission. The National Research Program encourages pursuit of diverse research topics that will provide new knowledge and insights into varied and complex hydrologic processes that are not well understood.

2. Purpose

The purpose of this Memorandum of Understanding (MOU) between the USGS and the YRITWC is to establish scientific collaboration on the water-quality monitoring program in the Yukon River Basin (YRB), Alaska. Water-quality monitoring will be an on-going focus of this climate change based project.

3. Authorities

3.1. 43 U.S.C. 50--provides the share of the USGS in any topographic mapping or water resources investigations carried on in cooperation with any State or municipality shall not exceed 50 per centum of the cost thereof.

3.2. Organic Act of March 3, 1879, 43 U.S.C. 31 et seq.
Public Law 99-591--provides in Fiscal Year 1997 and thereafter that the USGS has permanent authority to “prosecute projects in cooperation with other agencies, Federal, State and private” (43 U.S.C. § 36c).

3.3. Public Law 108-7--authorizes the USGS to enter into new cooperative agreements directed towards a particular cooperator in support of joint research and data collection activities with Federal, State, and academic partners (15 U.S.C. § 3710a).

3.4. The YRITWC enters into this MOU under the authority of the YRITWC Board of Directors.

4. Procedures to be followed and responsibilities of both parties

4.1. The USGS and YRITWC agree to:

4.1.1. Seek to cooperate and engage in research that develops and continues the baseline water-quality monitoring program for the Yukon River Basin. This cooperation may include implementation, management, education, and training based on USGS established protocols and published methods.

4.1.2. Participate, as appropriate, in a water-quality program that acknowledges traditional Native American culture, perspectives, knowledge, and conventions.

4.2. Information Technology (IT)

4.2.1. The USGS and the YRITWC agree to try to cooperate in developing data services focused on disseminating quality-assured data through peer-reviewed publications and internet-based publicly accessible web sites.

4.2.2. Such data services would be managed and maintained by the YRITWC with consultation and guidance from the USGS based on USGS publication-review policy.

4.3. Scientific Research and Training

4.3.1. The USGS and the YRITWC agree to seek to collaborate on projects in the scientific disciplines of hydrology, geology, analytical chemistry, biology, geography, and geospatial information.

4.3.2. The USGS agrees to impart knowledge and skills to YRITWC scientific staff members, as appropriate, for the continuing development of water-quality training workshops administered by YRITWC staff to volunteer water-quality technicians from Tribal and First Nations councils throughout the YRB.

4.3.3. The USGS and the YRITWC agree to jointly conduct water-quality workshops in Alaska and Canada, as appropriate and to the extent that funds are available. These workshops will focus on the continuing development of water-quality sampling skills utilizing a training framework based on USGS protocols and methodologies.

4.3.4. The USGS may seek to provide laboratory analyses at USGS facilities for selected constituents of water-quality samples collected by the YRITWC.

5. Implementation

- 5.1. The USGS and the YRITWC agree that the scope of the work between both parties will be reviewed annually to provide effective oversight, collaboration, and coordination of this cooperative program.
- 5.2. The USGS and the YRITWC agree to use cooperative agreements, collaboration, grants, contracts, pooled resources and pooled expertise to carry out the collaborative work envisioned by this MOU, as appropriate and to the extent permitted by applicable law.
- 5.3. The USGS and the YRITWC agree to communicate with the USGS National and Regional American Indian/Alaska Native liaisons, as appropriate, on matters involving the USGS and the YRITWC.
- 5.4. When appropriate, the USGS and the YRITWC will work with other bureaus of the Department of the Interior, other Federal agencies, other Tribes and State agencies in implementing this agreement.
- 5.5. The USGS and the YRITWC agree to locate the primary services outlined in this MOU at the USGS Research Labs in Boulder, Colorado, and the YRITWC headquarters in Fairbanks, Alaska. The laboratory analyses noted above will be conducted at USGS facilities.
- 5.6. All data and information produced as a result of this MOU shall be available for use by both the USGS and the YRITWC, as appropriate, in connection with their ongoing programs. This includes publication of results where appropriate, except in cases prohibited by proprietary and security considerations.

6. Terms and Conditions

- 6.1. Nothing in this MOU may be construed to obligate the USGS or the United States Government to any current or future expenditure of resources either in advance of the availability of appropriations from Congress or when funds are available.
- 6.2. This MOU does not create an actual or implied intention, or requirement for the USGS to enter into a contract or an assistance agreement.
- 6.3. This agreement in no way restricts the USGS from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- 6.4. Nothing in this agreement may be interpreted to imply that the United States, the Department of the Interior, or the USGS endorses any service or policy of YRITWC. The YRITWC will not take any action or make any statement that suggests or implies such an endorsement.

6.5. Both parties will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to or are in connection with this agreement.

7. Effective Date

7.1. This MOU will take effect upon the date of the last signature.

8. Duration and Termination

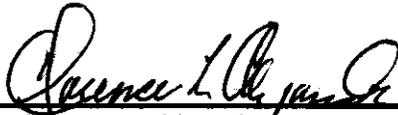
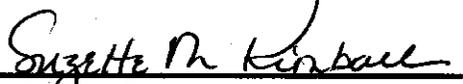
8.1. This MOU shall remain in effect for 5 years. Any party to the MOU may terminate their participation in the MOU by providing 30 days advance written notice to all parties to the MOU.

9. Renewal/Amendment/Extension

9.1. This MOU may be modified or amended by written agreement between both parties.

10. Approval/Signatures

AGREED TO BY:

		
Carl Sidney	Clarence Alexander	Suzette Kimball
on behalf of the		on behalf of the
Yukon River Inter-Tribal Watershed Council		U.S. Geological Survey

Date

8 August 2009
Date