

**MEMORANDUM OF UNDERSTANDING
BETWEEN

ROSEBUD SIOUX TRIBE
AND
SINTE GLESKA UNIVERSITY
AND
UNITED STATES GEOLOGICAL SURVEY**

I. PARTIES

The participants to this Memorandum of Understanding (MOU) are the Rosebud Sioux Tribe (RST), Sinte Gleska University (SGU), and the U.S. Geological Survey (USGS), together referred to as the Parties.

II. BACKGROUND AND PURPOSE

The Parties recognizing their mutual interests in natural science programs, landscape management, geospatial analysis, and remote sensing applications, computer networking and computer systems, training and education through tribal agencies and tribal universities to attain educational excellence; increasing employment opportunities through student internships and collaborative projects, building SGU educational capacity, and improving the quality of life in tribal communities, hereby agree to cooperate so that each may benefit from the others' strengths and enhance the programs of the Parties.

The purpose of this document is to build on the successes of the SGU and USGS MOU signed in October 2000 and to enhance the partnership with the addition of the Rosebud Sioux Tribal government. The MOU is designed to coordinate the Parties' research, education, technology and economic development activities to serve the interest of the Rosebud Sioux Tribal community, other tribal communities and the Nation overall.

The RST maintains jurisdiction within the boundaries of the reservation including all rights-of-way, waterways, water courses, and streams running through any part of the reservation and to such other lands as may be hereafter added to the reservation under the laws of the United States. This MOU supports the RST mission of enhancing the quality of life, promoting economic opportunity, and protecting and improving the efficiency and quality of services to meet the varying needs of individual Indians of the RST.

The mission of SGU is to provide a model for Indian-controlled education. It is an institution governed by people rooted to the reservation and

culture, concerned about the future, willing to work to see the institution grow. It provides each Lakota person the opportunity to pursue an education and does so in a way that is relevant to career and personal needs. Sinte Gleska University graduates will help determine the future development and direction of the tribe and its institutions. The mission of SGU is to plan, design, implement and assess post-secondary programs and other educational sources uniquely appropriate to the Lakota people in order to facilitate individual development and tribal autonomy.

The mission of the USGS is to provide the Nation with reliable, impartial information to describe and understand the Earth. This information is used to minimize loss of life and property from natural disasters, manage water, biological, energy and mineral resources, enhance and protect the quality of life, and contribute to wise economic and physical development.

III. **AUTHORITIES**

The authorities of the USGS to enter into this MOU:

- The USGS Organic Act of March 3, 1879, as amended (43 U.S.C. Section 313)
- P.L. 90-577, The Intergovernmental Cooperation Act of 1968
- Executive Order 13021, *Tribal Colleges and Universities*, October 19, 1996
- USGS has permanent authority to "prosecute projects in cooperation with other agencies, Federal, State, and private" (43 U.S.C. Section 36c)
- Executive Order 13175, *Consultation and Coordination with Indian Tribal Governments*, November 6, 2000
- Executive Order 13336, *American Indian and Alaska Native Education*, August 6, 2004
- Survey Manual Sec. 4.1, Policy on Employee Responsibility Towards American Indians and Alaska Natives
- Memorandum of Understanding between the U.S. Department of the Interior and the American Indian Higher Education Consortium

The authorities of SGU to enter into this MOU:

- P.L. 95-47, *Tribally Controlled College and University Assistance Act of 1978* (25 U.S.C. 280 et seq.)
- P.L. 103-227, *Goals 2000: Educate America Act*, March 31, 1994
- P.L.103-382, *The Improving American Schools Act of 1994*, Title IX, Indian Education
- Memorandum of Understanding between the U.S. Department of the Interior and the American Indian Higher Education Consortium, April 3, 2000

The authorities of the RST to enter into this MOU:

- Indian Reorganization Act of 1934, (48 Stat. 984), as amended by the Act of June 15, 1935 (Public Law 147, 74th Congress), and all pertinent amendments thereof, and Whereas, the Rosebud Sioux Tribe is governed by a Tribal Council made up of elected representatives, who act in accordance with the powers granted to it by its Constitution and By-Laws

IV. SCOPE

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will cooperate in activities involving program and economic development, research, education, technical assistance, and to partner in professional activities of mutual interest. Such activities may include but not necessarily limited to:

- Promote development of cooperative basic and applied research projects (which may involve proposals to third parties), technical assistance, and technology transfer efforts with the RST and SGU;
- Promote development of SGU faculty and infrastructure, and loan of USGS scientists, engineers, and technical staff in exchange - programs and in joint educational activities for teaching and research;
- Increase the number of SGU student interns and visiting faculty opportunities with USGS;
- Ensure greater participation of the RST and SGU in USGS program activities in all disciplines;
- Assist the RST and SGU in their efforts to help Tribal Governments and American Indian people become better stewards of their land and natural resources;
- Ensure RST and SGU are aware of USGS grant and excess ..' property opportunities;
- Exchange data, other information, and software, which is available and protected by proprietary agreements with a third party or is not deemed sensitive trust data;
- Co-participation in meetings, seminars, workshops, or colloquia and;
- Cooperate: in the development and operation of outreach programs that promote science and technology within the Native American community in the natural science and engineering professions.

V. RST/USGS/SGU LEADERSHIP GROUP

The USGS, RST, and SGU will establish a Leadership Group to serve as a governing body for all MOU initiatives. The Leadership Group will implement this MOU by providing guidance, direction, and coordination to ensure that mutual benefits and interests are served. This body will consist of an equal number of members from the Parties to this MOU. The Leadership Group members will be selected by the USGS Director, the RST Chairman, and the SGU President. The Leadership Group meets on a scheduled basis as determined by the members, but no less than two times a year.

VI. RESPONSIBILITIES

In fulfilling the objectives of the program, the Parties agree to applicable legal limitations and to participate in and be responsible for activities as follows:

The USGS

Subject to the availability of resources, the USGS will:

- Provide RST and SGU with information on employment and program opportunities within the USGS by participating in annual conferences and workshops sponsored by the RST and SGU (career fairs, on campus orientation and recruitment activities, professional Indian conferences) and assist in outreach efforts;
- Continue internships and faculty opportunities at USGS;
- Encourage its disciplines/programs to make RST/SGU aware of opportunities for cooperative agreements with USGS to promote special initiatives of mutual interest including, but not limited to, programs to advance natural science research and data collection activities to assist the reservation and university in their efforts to increase their understanding of their lands and natural resources;
- Provide opportunities for USGS employees to serve at the RST or SGU as scientists (GIS Lab Manager, geologist, hydrologist, biologist) on loan or as technical advisors or adjunct faculty members of SGU, and for RST/SGU staff/faculty to serve in positions at USGS to the extent provided by law or regulations;
- Provide assistance that may include, but is not limited to: satellite hookup support, MIS and technical infrastructure support, development of natural science and geospatial curricula and research projects, access to Federal surplus and excess property as it becomes available, loaned executives and research faculty,

assignment of a USGS liaison officer, educational workshops, and technology transfers to RST/SGU;

- Encourage cooperative program activities between RST/SGU and other Indian organizations and institutions of higher learning that have working relationships with USGS, including NSDI training and collaboration;
- Provide opportunities for representation of RST/SGU on relevant USGS advisory boards and commissions such as participating in FGDC coordination and geospatial data committees; and
- In cooperation with the Parties, participate in a Leadership Conference on an annual basis, which will provide a cost-effective opportunity to dialogue with one another, promote stronger and more effective partnerships and programs, and exchange information on new and existing programs.

SGU:

Subject to the availability of resources, SGU will:

- Provide Tribal Colleges and Universities (TCU) with information on employment, training, grants, and excess-property opportunities with the USGS to maximize the equitable representation of American Indians in USGS-funded programs;
- Assist TCUs in the development and implementation of programs to prepare students for careers related to USGS natural science core disciplines through degree programs at SGU and through cooperative agreements with other institutions offering broader and more advanced training opportunities. Provide outreach and recruitment into secondary and lower-grade levels to accomplish similar goals;
- Assist in establishing partnerships with State and private 4-year institutions to facilitate transfer of students into baccalaureate and advanced-degree programs, if not offered at SGU;
- Provide facilities and services for hosting special educational and training programs;
- Assist in the planning of projects, such as forums and workshops, directed toward increasing employment and training opportunities in the USGS for RST/SGU employees/students;
- Seek opportunities to cooperate with USGS programs on discipline-relevant opportunities.

RST:

Subject to the availability of resources, RST will:

- Identify and promote cooperative research opportunities with the Parties to this MOU and other partners that have working relationships with RST;
- Participate on relevant USGS or SGU advisory boards and commissions, etc.
- Exchange natural science data or other information which is available and protected by proprietary agreements with a third party or is deemed sensitive trust data;
- Co-participation in meetings, seminars, workshops, or colloquia related to the activities of this MOU;
- Plan and coordinate MOU Leadership meetings at least twice annually to promote more effective partnership activities and to continue developing mutual programs of interest.

VII. COSTS

Nothing herein will be construed as requiring the RST, SGU, or USGS to expend funds on behalf of the purposes, objectives, and responsibilities set forth in the MOU, except as agreed to by the Parties to this MOU in separate written agreements to the extent permitted bylaw.

VIII. EFFECTIVE DATE

This MOU becomes effective when all Parties have signed the agreement. The MOU will remain in effect for 5 years. The MOU may be terminated at any time by one or more of the Parties upon 60 days written notice to the other Parties.

IN WITNESS WHEREOF, the Parties hereto have caused this Memorandum of Understanding to be executed by their duly authorized representatives as of the dates herein written:

**Rosebud Sioux Tribe
Rosebud, South Dakota**

Chairman *(Original Signature on File)*

Date 5/12/06

**Sinte Gleska University
Mission, South Dakota**

President *(Original Signature on File)*

Date 5-12-06

**U.S. Geological Survey
Reston, Virginia**

Director *(Original Signature on File)*

Date May 12, 2006