

**MEMORANDUM OF UNDERSTANDING**

**Between**

**Kawerak, Inc.**

**&**

**(Name of Organization)**\_\_\_\_\_

**Regarding the  
Beringia Museum of Culture and Science Project  
Leadership Team**

**I. Background**

In 2004, Kawerak, Inc., (Kawerak) the Native non-profit consortium of tribal governments within the Bering Strait region of Alaska, established as a goal and long term project, the development of a cultural center and museum that would serve as a repository for preserving Native artifacts and culture within the region. In 2004 Kawerak received an Administration of Native Americans (ANA) planning grant for this purpose. In that same year, Kawerak purchased property near its offices within Nome that would serve as the site of the cultural center and museum. Subsequent planning resulted in the decision to seek partners and expand the scope of the facility to include scientific education and research, and include cultural, educational, economic, social, and environmental components that exist within the region. The facility was named the "Beringia Museum of Culture and Science" (the facility) with the expanded goal of providing cultural, scientific research and educational services and serving as a repository and educational center for residents of the region and visitors. Ideally, this center will serve to orient, educate, motivate and inspire independent and package tour visitors as well as local residents. In order to meet this goal, Kawerak, as facility owner, has established an organizational structure for the facility that includes collaboration with individuals and entities through the Beringia Museum of Culture and Science Project Leadership Team (the Leadership Team). The Leadership Team will make decisions and recommendations regarding planning, design, construction, organization, operation, and sustainability of the facility and serve as an advisory board to the Kawerak Board of Directors.

**II. Purpose**

The purpose of the agreement (MOU) is to document the mutual goals and activities of the signatory parties to secure further funding for and subsequently plan, design, construct, and operate a cooperative, collocated cultural center, museum and scientific research center and administrative facility. It is understood that this is the continuation of a collaborative process, whereby all substantive decisions will be made by the mutual consent of the parties. All parties will be

fully advised of and participate in the critical development phases, reports, and meetings in support of the tasks listed below.

Upon execution, signatories to this MOU are hereby installed as Leadership Team members, and agree to the following terms and commitments provided herein.

### **III. Individual Commitments**

#### **Kawerak Hereby Agrees To:**

1. Provide a primary and alternate Representative to the Leadership Team, and provide for travel, lodging, per diem and other related expenses associated with participation on the Leadership Team.
2. Ensure that either the primary or alternate Representative to the Leadership Team participate either in person or telephonically in all duly called meetings, work sessions or other functions of the Leadership Team, to the greatest extent possible.
3. Provide a Project Director and other staff support and technical assistance as provided by the Leadership Team By-Laws and to the extent of funding availability.
4. Provide contract authority for and enter into funding, construction and other agreements related to the facility, and manage and comply with reporting requirements required by grants and other funding sources.
5. Provide oversight and make decisions on recommendations provided by the Leadership Team through its Board of Directors.
6. Provide a forum for the Leadership Team and logistical/technical support during Leadership Team meetings, including teleconference capability.
7. Provide information, advice and assistance to the Leadership Team, as requested by the Leadership Team, particularly in areas in which Kawerak has expertise.

#### **Other Leadership Team Members Agree To:**

1. Provide a primary and alternate Representative to the Leadership Team, and provide for travel, lodging, per diem and other related expenses associated with participation on the Leadership Team.

2. Ensure that either the primary or alternate Representative to the Leadership Team participate either in person or telephonically in all duly called meetings, work sessions or other functions of the Leadership Team, to the greatest extent possible.
3. Provide information, advice and assistance to the Leadership Team, as requested by the Leadership Team, particularly in areas in which the Member has expertise.
4. Provide other specific responsibilities/support as agreed to in any Addendum identified as applicable to the Member which is attached hereto and made a part of this MOU.
5. Following execution of this MOU, designate a primary and alternate Representative to the Leadership Team, and provide the names and contact information of such individuals to the Project Director.

#### **IV. Mutual Commitments**

A copy of the Beringia Museum of Culture and Science Project Leadership Team By-Laws (the Leadership Team By-Laws) is attached hereto and incorporated by reference. The parties to this MOU agree to comply with all provisions of the Leadership Team By-Laws at all times while serving as a member of the Leadership Team.

#### **V. Other Terms and Conditions**

1. This MOU shall continue to remain in effect for each party until such party resigns or otherwise is no longer seated as a Member of the Leadership Team in accordance with the Leadership Team By-Laws. This MOU shall be terminated for all parties upon agreement by the Parties that the objectives of this MOU have been met, and the MOU is no longer required, through a vote taken by the Leadership Team in accordance with the Leadership Team By-Laws.
2. This MOU may be amended by mutual agreement of the Parties through a vote taken by the Leadership Team in accordance with the Leadership Team By-Laws. Any modifications or amendments to this MOU to which affect Kawerak's obligations in this MOU or the Leadership Team By-Laws must be approved by the Kawerak Board of Directors. Any modifications or amendments recommended by the Leadership Team to an individual Team Member's Addendum must be agreed to by that Team Member in order for the modification or amendment to be made to the Addendum.

3. This MOU is neither a fiscal nor a funding obligation document. This MOU shall not be construed so as to create a joint venture, agency, employment, or partnership relationship between the parties.

4. Pursuant to Section 22, Title 41, United States Code, no member of or Delegate to, Congress shall be admitted to any share or part of this instrument, or any benefits that may arise from there from.

5. Parties shall not publicize or otherwise circulate, promotional material, which states or implies Governmental, Departmental, bureau or Government employee endorsement of any product, service, or position, which the party represents. No release of information relating to this agreement may state or imply that the Government approves of the (party's) work product, or considers the (party's) work product to be superior to other products or services.

6. Parties must obtain Governmental approval for any public information releases which refer to any Federal Agencies which are parties to this MOU, any bureau, unit, or employee (by name or title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

**Kawerak, Inc. Acceptance**

\_\_\_\_\_  
Loretta Bullard, President

\_\_\_\_\_  
Date

**Leadership Team Member's Acceptance**

\_\_\_\_\_  
Name of Individual/Entity

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Printed Name Title

**Leadership Team member's designated representative:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone# E-mail

**Leadership Team member's designated *alternate* representative:**

\_\_\_\_\_  
Name

\_\_\_\_\_  
Phone# E-mail

**Addendum to Leadership Team MOU  
Applicable to:**

---

**Name of Individual/Entity Leadership Team Member**

**The Leadership Team Member agrees to the following additional specific responsibilities/support which are hereby incorporated into the Leadership Team MOU:**

- 1.**
- 2.**
- 3.**