

MEMORANDUM OF UNDERSTANDING

**Between
Kawerak, Inc.
&**

(▶ Name of Affiliate)_____

**Regarding Affiliation with the
Beringia Museum of Culture and Science Project**

I. Background

Kawerak, Inc., (Kawerak) is developing a cultural center and museum that would serve as a repository for preserving Native artifacts and culture within the region. The scope of the facility will include scientific education and research, and cultural, educational, economic, social, and environmental components that exist within the region. The facility is named the “Beringia Museum of Culture and Science” (the facility). 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.

In order to accomplish its mandate, the Leadership Team will receive guidance and recommendations from a Cultural Advisory Sub-Committee (comprised of Tribal representatives from the region) and several other sub-committees comprised of Affiliates who have agreed to provide expertise and resources to assist the Leadership Team in specific subject areas. Recognizing the expertise and resources it will bring to the Beringia Museum of Culture and Science Project (the Project), Kawerak seeks to have (Name of Affiliate▶)_____ affiliate with the Project by serving on the following sub-committee: (Name of sub-committee ▶ _____). The (Name of Sub-Committee▶ _____) provides the following expertise and resources to the Leadership Team:

(Brief Description of purpose of Sub-Committee)

II. Purpose

The purpose of this MOU is to establish mutually agreed upon terms and commitments of Kawerak and (Name of Affiliate▶)_____ regarding (Name of Affiliate▶)_____’s affiliation with the Project while serving on the (Name of Sub-Committee ▶ _____).

Beringia Museum of Culture and Science Project
Affiliate MOU
PO Box 948, Nome, Alaska 99762
907.443.4340 culture@kawerak.org

Upon execution, (Name of Affiliate▶) _____
(Affiliate) is hereby installed as an Affiliate of the Project, serving on the (Name of
Sub-Committee ▶)_____, and the parties to this MOU
agree to the following terms and commitments provided herein.

III. Individual Commitments

Kawerak Hereby Agrees To:

1. Provide support and resources to and coordination between the Leadership Team, the Cultural Advisory Sub-Committee, and the Affiliate Sub-Committees as required by the Leadership Team's By-Laws, Kawerak's MOU with Leadership Team Members, and this MOU.
2. Provide a forum for and logistical/technical support during Affiliate Sub-Committee meetings, including teleconference capability.
3. Provide representation on the (Name of Affiliate Sub-Committee▶)
_____ and/or other resources to this Sub-Committee as follows:

(Describe any specific representation or support that Kawerak will provide to this specific Sub-Committee. If none, either delete this sub-paragraph before finalizing, or write in "N/A.")

Affiliate Agrees To:

1. Provide a primary and alternate representative to the (Name of Sub-Committee▶)_____ and provide for travel, lodging, per diem and other related expenses associated with participation on the (Name of Sub-Committee▶)_____.
2. Ensure that either the primary or alternate Representative to the (Name of Sub-Committee▶)_____ participates either in person or telephonically in all duly called meetings, work sessions or other functions of the (Name of Sub-Committee▶)_____, to the greatest extent possible.
3. Provide information, advice and assistance to the (Name of Sub-Committee▶)_____ and to the Leadership Team, as requested by the Sub-Committee and the Leadership Team, particularly in areas in which Affiliate has expertise.
4. Provide other specific responsibilities and/or other resources as follows:

(Describe any specific responsibilities or support that the Affiliate will provide to this specific Sub-Committee. If none, either delete this sub-paragraph before finalizing, or write in "N/A.")

5. Following execution of this MOU, designate a primary and alternate representative to the (Name of Sub-Committee▶)_____, and provide the names and contact information of such individuals to the Kawerak Project Director.

IV. Mutual Commitments

The Beringia Museum of Culture and Science Project Leadership Team By-Laws (the Leadership Team By-Laws) are 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 (Name of Sub-Committee▶)_____, to the extent the Leadership Team By-Laws are applicable to involvement with the (Name of Sub-Committee▶)_____.

V. Other Terms and Conditions

1. This MOU shall continue to remain in effect until either party terminates this MOU by providing the other party with written notice.
2. This MOU may be amended by mutual agreement of the parties.
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

Affiliate Acceptance

Name of Individual/Entity

Signature

Date

Printed Name

Title

Affiliate's designated representative:

Name

Phone#

E-mail

Affiliate's designated *alternate* representative:

Name

Phone#

E-mail