



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 Interior, Native CDFI Network, and Oweesta Corporation to Effectuate Tribal-Public-Private Partnerships to Advance Economic Development and Entrepreneurship in Tribal Communities

I. PURPOSE

This Memorandum of Understanding (MOU) is entered into by and between the U.S. Department of Interior Office of the Assistant Secretary – Indian Affairs (ASIA) and the Native CDFI Network (NCN), and Oweesta Corporation (OC), collectively, the “Parties”.

This MOU sets forth the intent of the Parties to cooperate on efforts that serve Tribes, Native peoples, and Native-led/governed, non-governmental organizations located on or off Tribal trust lands, hereby collectively, “Tribal communities”, in the field of economic development and affordable workforce housing by:

1. Increasing access to financial resources and leveraging opportunities in Tribal communities,
2. Increasing collaborations among business, financial and philanthropic organizations within Tribal communities, and their respective Tribal Service Area,
3. Sharing best practices and tools that foster business development and entrepreneurship including Federal initiatives and agencies, in Tribal communities,
4. Provide guidance to philanthropic and private sector organizations interested in engaging directly with Tribal communities that respects Tribal sovereignty, Tribal communities and Native led and governed organizations.
5. Encouraging federal government cooperative agreements in Tribal communities and with Native led and governed organizations.

This MOU and its purposes will be carried out as a component of the Public-Private Partnership in the Office of the Assistant Secretary-Indian Affairs, as well as other Federal agencies who support public-private initiatives. This collaborative effort by the Parties seeks to maximize the benefits of shared knowledge and shared resources on strategies and policies to better support Tribal communities in economic development and affordable workforce housing.

II. INTRODUCTION AND BACKGROUND

It is agreed by the Parties Tribal communities lack sufficient access to credit, capital and financial services to adequately address long standing social and economic distress. Federal resources are limited, thereby increasing the need to improve the response to and inclusion of Tribal communities by conventional and non-Native governed financial institutions, business entities, foundations, nonprofits, and intermediaries in the field of economic development and affordable workforce housing.

Moreover, historically, there has been too few formal coordinated efforts between Federal and private and philanthropic programming that supports Tribal communities in the 50 States, resulting in under-leveraged and missed opportunities to maximize impact and innovation. This MOU is an effort to connect and foster culturally appropriate, sustainable intergenerational economic development in and with Tribal communities. An additional unfortunate, but common reality in Tribal communities, is the capacity building strategy heretofore of funding non-Native organizations to provide “training and technical assistance” in Tribal communities, rather than embracing the reality, Tribal communities, along with tribes and Native led and governed organizations are the best asset in the training and technical assistance field. This MOU acknowledges the strength of Tribal communities and values the new paradigm for Tribal communities to engage, with non-Native organizations in a supportive role.

This MOU is a directed partnership by the Parties based on:

1. An understanding the United States has a special treaty and trust obligation to protect tribal sovereignty and revitalize Indigenous communities. This obligation is based on Nation-to-Nation relationship. Trust obligations include citizens of tribal nations and in certain instances Native Hawaiians,
2. An understanding of Tribes, Tribally and/or Native led and governed organizations exclusively dedicated to Native populations nationally in the field of economic development, entrepreneurship and affordable workforce housing,
3. An understanding of non-Native organizations with interests in economic development, entrepreneurship, and affordable workforce housing, particularly those with an excellent track record and discipline of directing resources to Native led and governed organizations,
4. An understanding of the importance of upholding the unique standing of federally recognized Tribal governments in government-to-government relationships with the United States,
5. An understanding of the relationship and inclusion by the Parties of Tribal governments elected by Tribal membership and federally-defined Homestead Beneficiary Associations (HBA) elected by federally defined members, on economic development, entrepreneurship and affordable workforce housing when trust lands established by the Federal government are relevant to achieving the goals of this MOU,
6. An understanding that Native Community Development Financial Institutions (NCDFI) are a corner stone in financial markets and the deployment of capital and financial information serving Tribal communities, and that NCDFIs consist of Tribally and HBA governed NCDFI entities as well as Native-led private nonprofit NCDFI entities, all of which are significant to this MOU,

7. An understanding that the Native CDFI Network and Oweesta Corporation are national intermediary NCDFI organizations serving Tribal communities that includes American Indian, Alaska Native and Native Hawaiian populations, businesses and organizations.

The Parties recognize the opportunities to strengthen economic development, entrepreneurship and affordable workforce housing to address the confluence of historical factors, that has resulted in under-leveraged capitalization of Tribal communities, whether on or off Federally established trust lands. The Parties intend to collaborate on mutually beneficial priorities to advance economic development initiatives that efficiently and equitably leverage, educate and coordinate philanthropic and Federal funding with Tribal communities, whether Tribes, Tribally or Native led and governed organizations including Native CDFIs with an expertise in financial markets.

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, 42 U.S.C. 4763, and other authorities related to partnership development with Tribal Nations.

IV. AGREEMENTS AND RESPONSIBILITIES

The Parties to this MOU agree to the pursuit of the following responsibilities:

1. ASIA

- a. Engage and facilitate interagency coordination of other DOI agencies and encourage coordination efforts of other Federal agencies including the Department of Commerce, Department of Agriculture, Treasury, Department of Housing and Urban Development, the Department of Health Administration for Native Americans and the Small Business Administration, and others where appropriate on the purposes of this MOU,
- b. Assist with interagency coordination through the White House Council on Native American Affairs where appropriate on the purposes of this MOU,
- c. Facilitate and support data sharing and analysis with the Parties to this MOU in furtherance of the goals of this MOU,

Support the Native CDFI Network and Oweesta Corporation establishment of a REZillance Fund.

2. Native CDFI Network and Oweesta Corporation

- a. Establish a REZillance Fund under the fiscal sponsorship as determined by the signatories this MOU for the benefit of Tribal Communities in the field of economic development, entrepreneurship and affordable workforce housing,
- b. Organize and convene regularly, a national advisory board for the REZillance Fund accountable to and appointed by the Native CDFI Network and Oweesta Corporation from respective nonprofit and business membership and relationships with local and national

experts in the subject matter of the Fund, including a minimum number of designated seats for elected Tribal and HBA leaders determined by NCN and Oweesta

- c. Establish, maintain and adopt policies and procedures on the management of the Fund, including leveraging partners, outreach, eligibility criteria, deployment of resources, Fund financial reporting and the approach of training and technical assistance in Tribal communities,
- d. Convene and report regularly to the ASIA, including Fund financial reporting, and impact reporting, as well as national priorities and solutions in the overall field of economic development, entrepreneurship and affordable workforce housing.

3. Mutual MOU Parties

- a. Collaboratively coordinate on economic development resources for deployment to Tribal communities,
- b. Educate and increase the knowledge of conventional and non-Native governed financial institutions, business entities, foundations, nonprofits, and intermediaries in the field of economic development and affordable workforce housing in Tribal communities,
- c. Produce or raise awareness of relevant research, surveys and publications of data and statistics of entities and organizations, Native or Non-Native, to address economic development and affordable workforce housing in Tribal communities,
- d. Establish an annual meeting schedule and annual workplan of the Parties,
- e. Whenever possible, convene national and regional events with relevant stakeholders to the purposes of this MOU, including at the convenings of relevant stakeholders,

V. GENERAL PROVISIONS

1. **No Obligation of Appropriations.** No exchange of funds will occur under this MOU. This MOU does not obligate the Parties 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).
2. **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.
3. **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.
4. **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.

5. **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.
6. **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.
7. **Termination.** The Parties may each terminate participation in this MOU at any time through written notification seven days in advance to the other party.
8. **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.
9. **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.
10. **Dispute Resolution.** It is the goal of the Parties to resolve any disputes they may have through good faith discussions.
11. **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.
12. **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.
13. **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.
14. **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.
15. **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.

16. 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. MOU SIGNATORIES AND CONTACTS



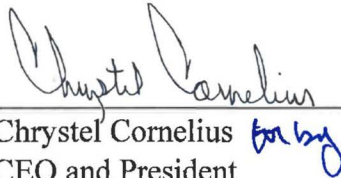
Bryan Newland
Assistant Secretary – Indian Affairs
U.S. Department of the Interior

12/2/2022
Date



Pete Upton
Chairperson, Interim CEO
Native CDFI Network

12/2/22
Date



Chrystal Cornelius *for by*
CEO and President
Oweesta Corporation

12/2/22
Date