

**Memorandum of Understanding  
Between  
The U.S. Department of the Interior  
and  
The Smithsonian Institution's  
National Museum of American History**

**FEDERAL INDIAN BOARDING SCHOOL PROJECT**

**I. INTRODUCTION AND BACKGROUND**

Beginning with the Indian Civilization Act of 1819 and running through the 1960s, the United States enacted laws and implemented policies establishing and supporting Indian boarding schools across the nation. During that time, the purpose of Indian boarding schools was to culturally assimilate Indigenous children by forcibly removing them from their families and communities for confinement at distant residential facilities where their American Indian, Alaska Native, and Native Hawaiian identities, languages, and religious beliefs were often forcibly suppressed.

The Secretarial Memorandum on "Federal Indian Boarding School Initiative" ("Initiative") dated June 22, 2021, directs the Department of Interior (DOI) under the leadership of the Assistant Secretary for Indian Affairs to undertake an investigation of the loss of human life and the lasting consequences of federally funded residential Indian boarding schools.

The Department held Tribal consultations on the Initiative. DOI focused initial efforts on the discovery and review of Federal documents and records; the compilation of existing data under Federal control; and the creation of the initial list of Federal Indian Boarding Schools, the first official list to be created. The result of these efforts was the release of a May 2022 written report submitted to the Secretary of the Interior entitled "Federal Indian Boarding School Initiative Investigative Report." This report identified a need to complete a comprehensive review of records under Federal control.

DOI continued Initiative work in fiscal year (FY) 2022 with the goal of advancing understanding of the breadth and impact of Federal Indian Boarding School

policies and programs through documentation of information pertaining to each school, release of a second departmental report, and listening to first-hand survivor experiences nationwide ("The Road to Healing Tour"). The Department focused on continued digitization of relevant documents within Federal control to support the following research goals:

- Expansion of school summaries into school profiles;
- Identification of marked and unmarked burial sites;
- Identification of student names and Tribal identities; and
- Financial information to approximate an overall accounting summary of Federal support for the Federal Indian Boarding School system.

Initiative efforts in FY 2023 included "The Road to Healing Tour" and other external engagements, including consultations and outreach to Tribes and filming of school survivor testimonies to create a permanent oral history collection ("permanent oral history"), which will be made available for public access at the Library of Congress. This work will also result in the release of a second investigative report entitled "Federal Indian Boarding School Initiative Investigative Report Volume II."

In FY 2024, the Department continued to prioritize repatriation efforts and related requests by Tribes and Native communities across Indian Country. The Initiative hosted Tribal consultations with the National Park Service ("NPS"), referred to as the Nation's storyteller, to explore opportunities for enhanced and truthful interpretation of the painful and complex history of the Indian boarding school era and preservation of related resources with Tribes.

The work of the National Museum of American History (NMAH) is driven by its mission commitment to "explore the complexity of the past to empower a more just and compassionate future." It sees itself as both preserver of the historical record, through the national collection of over 1.8 million artifacts, and also as a convener of national conversations about the past and its reverberating legacies. Recognizing the power of the Federal Indian boarding school experience, the lessons to be learned, and its centrality to the ongoing national U.S. story, NMAH is honored to showcase this story and materials generated through the Federal Indian Boarding School Initiative in the museum's public interpretive work.

## **II. PARTIES**

This Memorandum of Understanding (“MOU”) is entered into by and between the Office of the Assistant Secretary – Indian Affairs (“AS-IA”) within the Department of the Interior (“Department”) and the Smithsonian Institution, through its National Museum of American History (“NMAH”), (together, the “Parties”) and will become effective as of the execution of this MOU.

## **III. PURPOSE**

The Secretary of the Interior has directed the Department to collaborate with Federal partners to protect the information from the first U.S. investigation into its role in the Federal Indian boarding school system, preserve survivor experiences, and inform the U.S. and global public about this part of U.S. development and history.

NMAH is the only museum in the country dedicated to telling the full history of the United States. The Elizabeth MacMillan Director desires that NMAH create an onsite exhibition that centers on the story of the Federal Indian boarding school system such that visitors will share, debate, and learn history to make sense of the contemporary world, including the impacts of the system on Indian Country and the Native Hawaiian Community and its role in U.S. development, so that together we can move toward a healthier future for all Americans.

The Parties, each sharing an interest in the creation of powerful and historically accurate public materials centered on the findings of the Federal Indian Boarding School Initiative, including the permanent oral history collection (to be housed at the Library of Congress), enter into this MOU to facilitate their mutual efforts at doing so. The purpose of this MOU is to facilitate effective coordination and open, timely, and meaningful communication between the Parties with respect to their coordinated work to establish a powerful museum experience dedicated to the Federal Indian boarding school system and its role in U.S. history.

## **IV. AUTHORITIES**

The Department enters this MOU under the authority of the Snyder Act, 25 U.S.C. 13 *et seq.* and the Take Pride in America Act, 16 U.S.C. 4601 *et seq.*; the Smithsonian Institution, through NMAH, enters this MOU under the authority of its organic

legislation, 20 U.S.C. §§ 41-70. These authorizations for the agencies, together with the internal policies and procedures of each, define the authority of these offices to enter this MOU.

## **V. AGREEMENT OF THE PARTIES**

### **A. Mutual Responsibilities**

1. Consistent with the goals of the Initiative, the Parties agree to share information, expertise, and resources to create public history products and public interpretive work(s) on the Federal Indian Boarding School system with their respective professional missions and work (“the Project”). As an initial step, the Parties will develop plans for the following:

**SCOPE OF WORK:** Determine the scope of work for all contemplated Project elements, including:

- **RECORDS AND ARTIFACTS ACCESS PLAN:** Develop and finalize a plan to ensure that NMAH has ready access to collections materials deposited at the Library of Congress by the Federal Indian Boarding School Initiative.
- **EXHIBITION DEVELOPMENT:** Identify mileposts for review as the exhibition proceeds from ideation through stages of interpretive and design development, including opportunities for community consultation. NMAH will also work with the Smithsonian Institution Traveling Exhibition Service| Smithsonian Affiliations (SITES|Affiliations) to explore the feasibility of a traveling version of the exhibition and will play a lead curatorial role in advancing any resulting SITES|Affiliations exhibition.
- **DIGITAL ACCESS AND EXPERIENCE:** Develop a plan, target audiences, and scope of work for online access to exhibit, educational, and programmatic materials and knowledge.
- **COST ESTIMATES/BUDGETS/TIMELINES:** Develop costs, estimates, budgets, and timelines for each phase of the Project. The Department acknowledges that NMAH’s ability to

host an on-site exhibition is dependent on the completion of long-term building construction projects, which may be subject to delays.

- **DONOR CONSIDERATIONS:** Donations received by the Department may have restrictions on use or purpose and requirements associated with them, which will inform action and budgets. In soliciting donations or grants in support of the Project, the Department will not agree to accept any donations intended to support this MOU that would impose any obligations on NMAH without first obtaining NMAH approval. NMAH reserves the right to make any necessary adjustments in expectations and deliverables based on donor restrictions or expectations; and
  - **COMMUNICATIONS PLAN:** Coordinate communications plans regarding the exhibits, including donor acknowledgments, social media, etc. External communications will be approved by the Department and NMAH before being released.
  - **PROGRAMMING:** Develop plans for live in-person and digital programming, including potential exhibition-opening events.
  - **EDUCATION:** Collaborate with community partners and the National Museum of American Indian (NMAI) as well as Elementary and Secondary educators to determine curricular needs and develop plans for free educational materials and teacher professional development,
2. The Parties will work together to identify appropriate funding needs and mechanisms, including separate interagency agreement(s), to carry out the goals of this MOU. This MOU is not a funds-obligating document. The Parties will enter into a separate written agreement for each specific element or phase of the Project arising under this MOU that requires the commitment of funds and other resources from the Parties or otherwise necessitates binding written documents reflecting

the Parties' mutual understanding in detail for planning, development and implementation of the Project ("Implementation Agreements"). Entering into an Implementation Agreement for an element or phase of the Project will not bind the Parties to a future element or phase without a separate Implementation Agreement.

3. The Parties will schedule mutually agreed upon regular meetings to fulfill the MOU provisions.
4. The Department and NMAH, upon mutual agreement, will identify representatives for Knowledge Givers, a group representative of the diversity of Indian Country, to serve as an important group with which the Parties will regularly consult on the progress of the work described in this MOU for their input and guidance on methodology, content hierarchy, the collection itself, and the goals of the exhibit. This group's recommendations are advisory.

## **B. Department of the Interior Responsibilities**

1. The Department has the sole responsibility and ownership of oral history recordings, images, artifacts and other research materials or copies created or gathered by the Department, including through contractors or grantees, to the extent permitted by applicable laws and regulations of the United States, and subject to any third-party intellectual property rights. Any decisions by the Department to donate objects or materials to NMAH will be made separately at a later date, with mutual agreement, following NMAH's standard acquisition processes.
2. The Department will work with the Library of Congress to establish that NMAH can have full and timely access to the oral history recordings, images, and other research materials or copies thereof that the Department is providing to the Library, as agreed to by the Parties in a separate agreement, including but not limited to the Implementation Agreement.

3. The Department will identify specific points of contact to play a consultative role with the project team in the interpretation of the photographs, maps, documents, oral history narratives, and any other materials shared by the Department for the efforts described in this MOU.
4. The Department has the responsibility to determine when reunification between Indian Tribes and the Native Hawaiian Community and objects (“repatriation”) may need to occur for objects that the Department has acquired. This work should be completed before said objects are made available to NMAH for exhibition consideration.

### **C. National Museum of American History Responsibilities**

1. Subject to the Department providing sufficient funding to staff project development and to enable design and fabrication, NMAH will showcase aspects of the Federal Indian Boarding School system in a dynamic, multi-modal public history project culminating in an exhibition onsite (contingent, as described above, on the completion of long-term building construction projects) and will facilitate access to exhibit materials and knowledge on the museum’s website.
2. NMAH will consult with the Smithsonian Institution Traveling Exhibition Service| Smithsonian Affiliations (SITES|Affiliations) and advocate that SITES|Affiliations develop a traveling exhibition version, with NMAH playing a lead curatorial role in such a project. Ultimately, this is a SITES|Affiliations decision.
3. NMAH has the responsibility for the interpretive, design, and collections decisions relating to any efforts for Smithsonian exhibitions emerging from this MOU, in collaboration with the Department, Tribal Communities, scholars, and other partners.

4. NMAH has the responsibility to coordinate with other Smithsonian units, including NMAI, to identify any relevant items to be borrowed for the exhibition, as needed.
5. NMAH will coordinate and collaborate with NMAI on the development of any PK12 curricular materials.
6. NMAH will consider any artifact-donation possibilities that may emerge from this working partnership, but the museum retains final decision-making authority on whether to accept potential donation offers.

## VI. GENERAL PROVISIONS

- A. Funding and Resource Commitments.** This MOU does not obligate either Party to expend funds. It is the expectation of the Parties that funding for the Project will consist of the Department's federal appropriations, including donations or grants made in support of the Project and/or the Initiative more broadly. Nothing in this MOU shall require either Party to request appropriations in support of the Project.
- B. Intellectual Property.** As a general principle, each Party shall retain all rights, including copyright, if any, in the intellectual property produced or contributed solely by its employees, agents, and contractors pursuant to this MOU. Additional details regarding intellectual property may be detailed in the Implementation Agreement.
- C. 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 Department or NMAH.
- D. Other Agreements.** Nothing in this MOU is intended, or shall be construed, to restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. 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.

**F. Modification.** This MOU may be modified by written mutual assent of the Parties.

**G. Term Duration.** The MOU shall be in effect until terminated by the Parties with at least 90 days' advance written notice.

**H. Dispute Resolution.** It is the goal of the Parties to resolve any disputes they may have through good faith discussions. In the event that an impasse occurs that cannot be resolved between the Parties, the issue will be elevated to the Secretary of the Interior and the Secretary of the Smithsonian Institution.

**I. 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.

## **VII. POINTS OF CONTACT**

The primary points of contact for carrying out the provisions of this MOU are:

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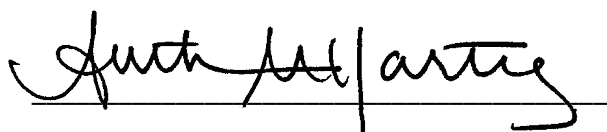
## APPROVALS



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

10/23/2024

Date



Anthea M. Hartig, Ph.D.  
Elizabeth MacMillan Director  
National Museum of American History  
Smithsonian Institution

24 Oct 2024

Date