



United States Department of the Interior

FISH AND WILDLIFE SERVICE
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March 4, 2009

Judy O'Dwyer
Administrative Officer, NOROCK
USGSAJM Johnson Hall
PO Box 173492
Bozeman, MT 59717-3492

Dear Ms. O'Dwyer

Please find enclosed a signed MOU between the USGS-IGBST and the Eastern Shoshone and Northern Arapaho Tribes. My apologies for the long delay in getting this back to you, but we have had difficulty meeting with the Joint Business Council, and only this week were we able to receive their final approval. On behalf of the Tribes, we look forward to working more closely with the Study Team.

Sincerely,

Pat Hnilicka
Fish and Wildlife Biologist

INDUSTRY CONFERENCE

MEMORANDUM OF UNDERSTANDING
between the
U.S. GEOLOGICAL SURVEY
Northern Rocky Mountain Science Center
Interagency Grizzly Bear Study Team
and the
EASTERN SHOSHONE AND NORTHERN ARAPAHO TRIBES

This Memorandum of Understanding (hereinafter referred to as the "Memorandum") constitutes an agreement made between the U.S. Geological Survey (USGS), Northern Rocky Mountain Science Center (NRMSC), Interagency Grizzly Bear Study Team (IGBST), Bozeman, Montana, and the Eastern Shoshone and Northern Arapaho Tribes (Tribes), Fort Washakie, Wyoming. The USGS-IGBST and the Tribes (also referred to as the "Parties") agree that this cooperation will be beneficial to both Parties, and hereby state their intentions to pursue integrated scientific research/monitoring on the grizzly bear of the Greater Yellowstone Ecosystem.

I. PURPOSE:

- A. The purpose of this Memorandum is to establish an agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate in the exchange of technical information and services. USGS-IGBST's parent office is the NRMSC, Bozeman, Montana. This establishes the basis for forming a partnership between the USGS-IGBST and the Tribes to:
 1. Allow the Tribes to appoint a member to the Interagency Grizzly Bear Study Team (composed of representatives from the USGS-IGBST, National Park Service, U.S. Fish and Wildlife Service, U.S. Forest Service, and State agencies of Idaho, Montana, and Wyoming).
 2. Allow for Tribal-collected grizzly bear data (i.e., ground or aerial observations, telemetry relocations, trapping/handling, mortality, whitebark pine cone counts) to be furnished to the USGS-IGBST as part of an ecosystem-wide monitoring effort.
 3. Allow USGS-IGBST to share data with the Tribes when appropriate.
 4. Provide the Tribes with technical and field support for grizzly bear capture, collaring, and other field studies of mutual interest to both Parties.

II. AUTHORITY

The authorities cited for this agreement are The Organic Act of March 3, 1879, as amended, 43 U.S.C. 31 et seq., and 43 U.S.C. 36c, and 16 U.S.C. 742(a)-742d, 742e-742j-2 Fish and Wildlife Act of 1956

III. STATEMENT OF MUTUAL BENEFITS AND INTERESTS:

The Parties agree that cooperative activities covered by this Memorandum could include, but would not be limited to:

- A. Cooperative research/monitoring between USGS-IGBST and the Tribes personnel in activities of mutual interest that are within the scope, missions, and programs of the Parties.
- B. Basic and applied research on the recovery, maintenance, and development of monitoring protocols of the grizzly bear population in the Greater Yellowstone Ecosystem.
- C. Meeting periodically to maintain communication, cooperation and research/monitoring coordination for ongoing cooperative or joint projects, mutually establish priorities, and develop proposals.
- D. Other forms of cooperative research as mutually agreed upon by the Parties.

Access to Tribal lands may be granted to USGS-IGBST personnel after consulting with the Director of the Tribal Fish and Game Department on a case-by-case basis.

This Memorandum will be effective after it has been approved and signed by the authorized officials of the USGS and the Tribes.

IV. FINANCIAL COMMITMENTS:

This Memorandum does not constitute a financial commitment on the part of any of the Parties. Any activity involving reimbursement or contribution of funds between the Parties to this agreement will be handled in accordance with applicable laws, regulations, and procedures, including those for Government procurement and printing. Such activities will be outlined in separate funding agreements that shall be made in writing by representatives of the Parties and shall be independently authorized by appropriate statutory authority. This Memorandum does not provide such authority.

V. TERMS OF THE MEMORANDUM:

This Memorandum in no way restricts the Parties from participating in similar activities with other public or private agencies, organizations or individuals.

The Parties may use technical data resulting directly from this cooperative research effort for the purpose of fulfilling programmatic requirements.

Subject to the Freedom of Information Act (5 U.S.C. 522), the Parties will endeavor to consult with each other before making decisions on disclosure of information to the public regarding projects and programs implemented under this document.

Public statements, press releases, papers, reports, and other publicity associated with activities carried out under this Memorandum will appropriately recognize each Parties contribution(s). The Tribes will obtain prior approval of all press releases, published advertisements, or other statements intended for the public that refer to this Memorandum or to the USGS, the Department of the Interior (Department), or the name or title of any employee of the Department in connection with this Memorandum.

This Memorandum is effective as of the date of signature by all Parties and will continue in force until terminated. Any of the Parties may terminate upon 6 months written notification to the other Party.

Nothing in this Memorandum may be interpreted to imply the United States, the Department, or USGS endorses any product, service, or policy of the Tribes. The Tribes will not take any actions or make any statement that suggests or implies such an endorsement.

The Parties will comply with the Federal Advisory Committee Act to the extent it applies.

VI. MODIFICATION OF THE MEMORANDUM:


Any Party can propose a modification to the terms of this Memorandum. Such modification shall be initiated in writing and is not effective until approved in writing by all of the Parties. Other research/monitoring themes may be introduced at any time by written agreement of all Parties.

VII. INDEMNIFICATION CLAUSE:


Each Party to this Memorandum shall be responsible for damages to persons or property resulting from negligence on the part of itself, its employees, or its officers. This clause shall not be construed to enlarge any remedy beyond which may be obtained in an action against the United States pursuant to the Tucker Act, as amended, or the Federal Tort Claims Act, nor shall it be construed as an obligation in advance or excess or appropriations and is expressly subject thereto. No Party assumes any responsibility to any other Party for the consequences of any act or omission of any person, firm, or corporation not a Party to this agreement.

Done in Bozeman, Montana, and Ft. Washakie, Wyoming


For the Eastern Shoshone and Northern Arapaho Tribes

 3/3/09
Signature

Ivan Posey, Chairman
Eastern Shoshone Tribe

 3/3/09
Signature Date

Harvey Spoonhunter, Chairman
Northern Arapaho Tribe

 9-15-08
Signature Date

Mark D. Myers
Director
U.S. Geological Survey