



Memorandum of Understanding

Between

**The U.S. Department of the Interior
The U.S. Department of Commerce**

and

The American Indian Alaska Native Tourism Association

This Memorandum of Understanding (MOU) is made and entered into between the United States Department of the Interior (DOI), the Department of Commerce (Commerce) and the American Indian Alaska Native Tourism Association (AIANTA), a nonprofit association of Native American Tribes and tribal businesses organized to advance Indian Country tourism (collectively the Parties). This MOU is authorized by 25 U.S.C. § 4353(d).

I. BACKGROUND

In 2016, Congress passed the Native American Tourism Improving Visitor Experience Act, Public Law 114-221 (NATIVE Act or Act) to enhance and integrate Native American tourism, empower Native American communities, increase coordination and collaboration between Federal tourism assets, and expand heritage and cultural tourism opportunities in the United States.

The purposes of the Act are:

- A. to enhance and integrate Native American tourism, empower Native American communities, and advance the National Tourism Strategy;
- B. to increase coordination and collaboration between Federal tourism assets to support Native American tourism and bolster recreational travel and tourism;
- C. to expand heritage and cultural tourism opportunities in the United States to spur economic development, create jobs, and increase tourism revenues;
- D. to enhance and improve self-determination and self-governance capabilities in the Native American community and promote greater self-sufficiency;

E. to encourage Indian Tribes, tribal organizations, and Native Hawaiian organizations to engage more fully in Native American tourism activities to increase visitation to rural and remote areas that are too difficult to access or are unknown to domestic travelers and international tourists;

F. to provide grants, loans and technical assistance to Indian Tribes, tribal organizations, and Native Hawaiian organizations that will spur important infrastructure development; increase tourism capacity; and elevate living standards in Native American communities; and

G. to support the development of technologically innovative projects that will incorporate recreational travel and tourism information and data from Federal assets to improve visitor experience.

Section 4(d) of the Act (25 U.S.C. § 4353(d)) requires the Secretary of the Interior, in consultation with the Secretary of Commerce, to enter into an agreement with an entity or organization with a demonstrated record in tribal communities of defining, introducing, developing, and sustaining American Indian, Alaska Native, and Native Hawaiian tourism and related activities in a manner that respects and honors native traditions and values. That entity or organization will serve as a facilitator between DOI and Commerce, and Indian Tribes, tribal organizations and Native Hawaiian organizations (collectively Native Participants) to identify areas where technical assistance is needed to empower such groups and organizations to participate fully in the tourism industry, and to provide a means for and coordinate the delivery of technical assistance.

The AIANTA is a nonprofit association of Native American Tribes and tribal businesses dedicated to advancing Indian Country and Native Hawaiian tourism. As an association, it is a voice and resource for American Indian and Alaska Native Tribes, tribal organizations, and Native Hawaiian organizations engaged in cultural tourism. AIANTA has a demonstrated record in tribal communities of defining, introducing, developing and sustaining American Indian, Alaska Native, and Native Hawaiian tourism in a manner that respects and honors native traditions and values. It has helped its members develop, sustain, and grow tourism destinations through technical assistance, training and educational resources, and is a leading expert in Indian Country travel and tourism, and related economic development. Additionally, AIANTA's in-house expertise, established relationships with Federal, State, local, and private partners, and tribal-first approach to cultural tourism are the reasons why DOI and Commerce have chosen it as a partner to implement section 4 of the Act.

II. PURPOSE

The purpose of this MOU is to formalize a role for AIANTA, pursuant to section 4(d) of the Act, and strengthen collaboration and coordination related to travel and tourism on Federal and Tribal lands. This MOU is intended to serve as the foundation for DOI and Commerce's respective bureaus and offices to enter into collaborative partnerships, including through cooperative agreements, contracts, and grants, to implement the specific purposes set forth in the Act.

III. STATEMENT OF MUTUAL INTERESTS AND BENEFITS

The Parties agree that Federal and Tribal tourism, recreation, and historic resources are economic and cultural assets worth protecting and cultivating by improved coordination and cooperation between Federal agencies and Native Participants. Implementation of the Act will allow for Federal and Tribal lands to benefit from responsible development, conservation, management, and promotion of tourism.

IV. OBJECTIVES

A. The DOI and Commerce, and subject to the availability of appropriated funds and budget priorities, agree to:

1. authorize AIANTA to coordinate consultations, as appropriate, among DOI, Commerce, and Native Participants in order to identify technical assistance needed to strengthen tourism in Indian Country and to provide feedback to DOI and Commerce;
2. coordinate with AIANTA, Federal agencies, industry, subject experts, and academic partners as appropriate, to deliver technical assistance identified under section IV.A.1. to Native Participants;
3. develop metrics to measure the effectiveness of AIANTA in strengthening tourism opportunities for Native Participants; and
4. utilize, when feasible, collaborative partnerships, such as cooperative agreements, to fulfill the purposes of the Act, as identified in Section 2 (25 U.S.C. § 4351), and to implement the directives in Sections 4 and 5 (25 U.S.C. §§ 4353, and 4354).
5. work with the Secretaries or their designated representatives of the identified agencies to support AIANTA's administrative expenses in carrying out all of 25 U.S.C § 4351(d)(1-4) subject to the availability of appropriations.

B. AIANTA agrees to:

1. coordinate consultations among DOI, Commerce, and Native Participants to identify technical assistance needed to support the efforts of such groups and organizations to participate fully in the tourism industry;
2. provide a means for and coordinate delivery of technical assistance identified under section IV.d.2.B. to Native Participants;
3. Coordinate with DOI and Commerce to develop metrics to measure the effectiveness of AIANTA in strengthening tourism opportunities for Native Participants; and
4. identify opportunities for collaborative partnerships to fulfill Sections 2, 4, and 5 of the Act.

V. TERM, MODIFICATION AND TERMINATION

The Parties agree:

- A. This MOU shall be in effect for a period of five (5) years from the last dated signature, unless it is terminated or modified earlier by one of the Parties pursuant to this section.
- B. This MOU may be amended or modified only by mutual agreement of the Parties.
- C. Any party may terminate its participation in this MOU by providing the other parties with thirty (30) days advance written notice.

VI. ADMINISTRATIVE PROVISIONS

- A. This MOU is subject to the laws of the United States of America.
- B. Nothing in this MOU shall obligate DOI, Commerce, or their respective bureaus and offices to expend funds or enter into any contract, financial assistance agreement, other obligations, or to spend funds on any particular project or purpose, even if funds are available.
- C. Projects or activities involving the transfer of funds, services, or property among the Parties will require execution of separate financial assistance agreements or contracts contingent on the availability of appropriated funds. Subsequent agreements or contracts involving the transfer of funds, services, or property between or among the Parties to this MOU must comply with all applicable statutes and regulations, including Federal procurement and claims policies and procedures, financial assistance regulations, and must be independently authorized by statutory authority.
- D. The mission requirements, funding, personnel, and other priorities of DOI, Commerce and their respective bureaus and offices may affect their ability to fully implement all provisions identified in this MOU.
- E. Nothing in this MOU is intended to or will be construed to restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations or individuals, including any cooperative agreements or grants entered into before or after the effective date of this MOU authorized by the NATIVE Act or other Federal law.
- F. Any information furnished among the Parties under this MOU may be subject to the Freedom of Information Act, 5 U.S.C. §§ 552 *et seq.* (FOIA). The Parties agree to consult each other regarding any such relevant requests and prior to releasing potentially privileged or exempt documents, subject to any applicable regulatory, statutory, or judicial timeframe.
- G. This MOU is not intended to, and does not, create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against DOI, Commerce or AIANTA; their respective departments, agencies, or entities; their respective officers, employees, or agents; or any other person.

H. The Parties will consult with each other in a timely manner prior to release of any statements for publication or public dissemination that refers to this MOU, to the Parties in connection with this MOU, or the name or title of any employee of the Parties in connection with this MOU.

I. Nothing in this MOU may be interpreted to imply that the United States endorses any product, service or policy of AIANTA. Nothing in this MOU may be interpreted to imply that AIANTA endorses any product, service or policy of the United States. Neither party will take any action or make any statement that suggests or implies such type of endorsement.

VII. PRINCIPAL CONTACTS

The following persons will be the principal contacts for purposes of this MOU:

U.S. Department of the Interior

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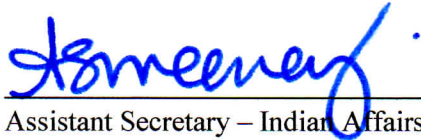
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AIANTA

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VIII. SIGNATORIES



Assistant Secretary – Indian Affairs
Department of the Interior



Date



Assistant Secretary for Legislative and
Intergovernmental Affairs
Department of Commerce



Date



Executive Director, AIANTA



Date