

**MEMORANDUM OF UNDERSTANDING**  
**BETWEEN**  
**AMERICAN INDIAN HIGHER EDUCATION CONSORTIUM**  
**AND**  
**THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION**

**INTRODUCTION**

This Memorandum of Understanding (MOU) is entered into by and between the American Indian Higher Education Consortium (hereinafter referred to as AIHEC) and the National Oceanic and Atmospheric Administration (hereinafter referred to as NOAA). AIHEC and NOAA may hereinafter be referred to individually as “party” and collectively as “parties.”

**I. BACKGROUND**

AIHEC and NOAA share the common goals of making the United States and Tribal Nations more resilient to the risks we all face by a rapidly changing climate. Through partnership and co-learning, the parties aim to empower tribal and non-tribal citizens with knowledge, tools, and training through western science, technology, engineering, and mathematics (STEM) and Indigenous Knowledge to build greater capacity for climate resilience, adaptation, and coproduction of knowledge. Pursuant to these shared goals, AIHEC and NOAA recognize that there are opportunities to work together to identify and pursue a range of potential activities, information exchanges, and educational and workforce training opportunities.

In recognition of the merit of enhanced collaboration, AIHEC and NOAA leadership jointly determined there is mutual benefit in a formalized relationship that would support the goals of each organization. Thus, this MOU serves to support further collaboration between AIHEC and NOAA.

**II. PARTIES**

NOAA is a science and management-based Federal agency within the Department of Commerce with regulatory, operational, and information service responsibilities with a presence in every U.S. state and territory. Through its long-standing mission of science, service, and stewardship, NOAA generates tremendous value for the Nation – and the world – by advancing our understanding of and ability to anticipate changes in the Earth’s environment by improving our collective ability to make scientifically-informed decisions and by conserving and managing ocean, coastal, and Great

Lakes' resources. Tribal Nations possess Indigenous Knowledge systems that have allowed them to persist for millennia and these Indigenous Knowledge systems can inform NOAA's mission and approach to environmental stewardship. In addition, Tribal Nations hold unique knowledge and understandings of the environment in which they are part, the needs of their communities and governance. This understanding aids in identifying monitoring, research, and usability of data/information needs to inform evidence-based decision-making.

AIHEC is the collective spirit and unifying voice of the Nation's Tribal Colleges and Universities (TCUs). TCUs were created in response to the higher education needs of American Indians and Alaska Natives and generally serve geographically isolated populations that have no other means of accessing education beyond the high school level. TCUs have become increasingly important to educational opportunities for Native American students and are unique institutions that combine personal attention with cultural relevance to encourage Native students – especially those living on reservations – to overcome the barriers they face to higher education. AIHEC's mission is to provide leadership and influence public policy on American Indian and Alaska Native higher education issues through advocacy, research, and program initiatives; promote and strengthen Indigenous languages, cultures, communities, and Tribal Nations; and through its unique position, serve member institutions and emerging TCUs. Through professional development, strategic planning, partnership-building, and a wide range of information sharing strategies, AIHEC is working with TCUs, Federal agencies, and private sector partners to ensure that American Indians and Alaska Natives have access to an educational environment that promotes academic excellence and addresses local workforce, research, and community development needs and opportunities.

### **III. PURPOSE**

Acknowledging the shared values of both organizations, this MOU is designed to identify opportunities for collaboration and articulate actions to achieve common goals, including to:

1. Identify the western science and Indigenous Knowledge, service, and knowledge needs of AIHEC and its network of TCUs to train faculty and students in order to build the capacity of Tribal communities and Nations to understand, prepare for, and respond to our rapidly changing climate.
2. Build a network of TCU faculty and students with NOAA climate-related or other programs and scientists to facilitate information exchanges, to explore multi-knowledge-based approaches, to identify projects of mutual interest, and to enhance student learning opportunities.
3. Create opportunities for NOAA to learn from TCU faculty and students through coordinated partnerships that promote co-learning and co-development, including community-driven or informed research, to advance NOAA's climate-related mission and activities, as well as shared AIHEC-NOAA objectives.

This MOU will benefit NOAA by providing a direct communication pathway to TCU leadership, faculty, and students. It will assist NOAA in training its workforce on how to better co-produce research and products with TCU faculty and students, including with Indigenous Knowledge, and will assist NOAA in offering training, education, and awareness of employment opportunities to TCU students and graduates.

This MOU will benefit AIHEC by providing a more direct channel to NOAA leadership and staff and NOAA climate information and services most relevant for projects, curricula, and training of interest to TCUs.

This MOU will benefit both organizations by strengthening interactions and information-sharing pertaining to the needs of the TCU community to build climate-resilient capacity in communities across the United States and Tribal Nations.

Notwithstanding anything to the contrary contained elsewhere in this MOU, this MOU does not create any legally-binding or financial obligations and does not affect any NOAA statutory, regulatory, or fiscal authorities or responsibilities. No legally-binding or financial obligations shall be created between the parties unless subsequent agreements are executed and those executed agreements expressly include obligations that are legally binding. AIHEC and NOAA may agree to work to enhance cooperation in other areas without amending this MOU.

#### **IV. PRINCIPLES**

A. AIHEC will:

1. Identify opportunities to advance understanding of and responses to climate change through the co-production of Indigenous Knowledge and western science.
2. Identify for NOAA the training and educational needs of TCU faculty and students for the purpose of advancing climate literacy and capacity for climate resilience.
3. Assist NOAA in its efforts to engage with AIHEC member institutions, their faculty and students, and with Tribal communities and Nations.
4. Share through its TCU network publicly available educational, fellowship, internship, board and committee placements, and collaboration opportunities, and relevant funding solicitations provided by NOAA's programs working on climate resilience and providing climate services.
5. Collaborate with NOAA to better understand and develop strategies to improve how NOAA's student learning opportunities, information dissemination, climate services, and community engagement approaches can best be tailored and sensitive to the needs of Tribal Nations and communities.

B. NOAA will:

1. Make AIHEC aware of its relevant and publicly available faculty, student, and fellowship opportunities, board and committee opportunities, and funding solicitations related to climate resilience and services, with the aim of enhancing and supporting the capacity of Indigenous and Tribal communities to respond to climate change, especially in those underserved communities most at risk due to climate change.
2. Identify staff across different line offices and programs in NOAA to engage with AIHEC on a range of activities related to climate resilience, ranging from information exchanges, student mentoring, visiting faculty, guest lecturing at TCUs, workshops on key climate risks facing Tribal communities and Nations, and co-production approaches.

3. Engage AIHEC to better understand and develop strategies to improve how NOAA's student learning opportunities, information dissemination, climate services, funding solicitations, and community engagement approaches can best be tailored and sensitive to the needs of Tribal Nations and communities.
4. Engage AIHEC and TCUs to assist NOAA's competency in collaborating with Tribal Nations and understanding of Indigenous Knowledge.

In addition to the general commitments set forth above, it is agreed upon that both parties may:

1. Meet at least annually, or as requested by either party, to discuss AIHEC and NOAA programs and priorities, to review progress and discuss methods of improving processes related to implementation of this MOU. The opportunities for a meeting(s) may include, without limitation, TCU facilities, where the parties may present information to each other on matters of common interest.
2. Where appropriate, share or jointly develop education and outreach materials, best practices, or tools including, but not limited to, websites, video archiving, or data management. Any joint projects to develop materials will take place pursuant to a separate agreement between the parties.
3. Jointly prepare each year or as needed, a plan of activities to improve communication and coordination and to use as guidance for subsequent joint activities.

Additional activities to be undertaken by the parties pursuant to this MOU may be set forth in a written statement of work executed between the parties.

## **V. GENERAL PROVISIONS**

This MOU takes effect upon the signature of the parties and will remain in effect for 5 years from the date of execution, unless extended by mutual agreement of the parties or unless earlier terminated as provided herein. Either party(s), in writing, may terminate this MOU with a 30-day written notice to the other. This MOU may not be modified, changed, extended, or otherwise amended except pursuant to a written agreement signed by the parties hereto.

This MOU is not intended to, and does not create, any right, benefit, or trust responsibility, substantive or procedural, enforceable at law or equity, by a party against the United States, its agencies, its officers, or any person.

The parties and their respective officers will handle their own activities and use their own resources, including expenditures of their own funds, in pursuing the purposes of this MOU. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

The parties and their respective officers will be responsible for its own acts and results thereof and will not be responsible for the acts of the other party and their results thereof. Each party therefore assumes all risk and liability to itself, its agents, or employees for any injury to persons or property resulting in any manner from the conduct of its agents or employees under this MOU, and for any loss, cost, damage, or expense resulting at any time from failure to exercise proper precautions, of or

by itself or its own agents or employees, while occupying or visiting the projects under and pursuant to this MOU. The Federal Government's liability will be governed by the provisions of the Federal Tort Claims Act (28 U.S.C. §§ 2671-80).

This MOU is neither a fiscal nor a funds obligation document. Any endeavor, including specific work projects or activities where there is to be reimbursement or contribution of funds between the parties to this instrument, will be handled in accordance with applicable laws, regulations, and procedures including those for government procurement and printing. Such endeavors and work plans will be made in writing in a separate and independent agreement by representatives of the participating programs, authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for a noncompetitive award to the cooperator of any contract or other agreement. Negotiation, execution, and administration of each such agreement must comply with all applicable statutes and regulations.

Any contract or agreement for training or other services must fully comply with all applicable requirements for competition.

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the areas(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

## **VI. CONTACTS**

### **A. AIHEC:**

Ahniwake Rose  
President and CEO  
American Indian Higher Education Consortium  
(703) 838-0400

### **B. NOAA:**

Benjamin J. DeAngelo  
Acting Director  
NOAA Oceanic and Atmospheric Research  
Climate Program Office  
(240) 750-8243

**VII. AUTHORITY**

The authority for NOAA to enter into this MOU and conduct these activities is as follows:

1. The National Climate Program Act, 15 U.S.C. §§ 2901-2908, which authorizes a national climate program at NOAA, including participation by the private sector, universities and others.
2. 33 U.S.C. § 883d, which authorizes NOAA to conduct investigations and research in geophysical sciences.
3. 33 U.S.C. § 883e, which authorizes NOAA to enter into agreements with any public or private organization for surveys or investigations authorized by the Act, or for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under the Act.

**VIII. TERMS AND CONDITIONS**

NOAA’s participation in this MOU is subject to the availability of appropriations, as well as applicable NOAA and Department of Commerce policies and procedures.

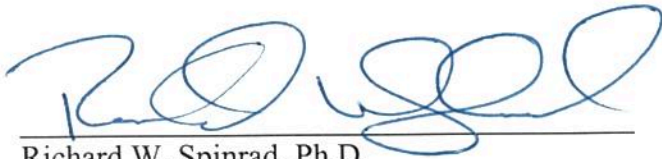
**IX. APPROVAL**

The undersigned parties hereby agree to the terms and conditions specified above.



Ahniwake Rose  
President and CEO  
American Indian Higher Education Consortium

Date: Dec 9 2024



Richard W. Spinrad, Ph.D.  
Under Secretary of Commerce  
for Oceans and Atmosphere  
and NOAA Administrator

Date: 9 DEC 2024