

**MEMORANDUM OF AGREEMENT  
BETWEEN  
SEALASKA CORPORATION,  
SEALASKA HERITAGE INSTITUTE AND  
THE ORGANIZED VILLAGE OF KASAAN**

**Regarding the Cooperative Management of Sealaska Lands and Resources  
Within the Aboriginal Territory of the Kasaan Haida People**

Whereas, the Sealaska Corporation, the Sealaska Heritage Institute, and the federally-recognized tribe known as the Organized Village of Kasaan share a desire to explore areas of mutual interest and to collaborate in joint activities such as the management of cultural heritage places located on Sealaska Corporation land; and

Whereas, Sealaska Corporation [hereafter referred to as the CORPORATION], a Native Regional Corporation established under the Alaska Native Claims Settlement Act of 1971 (ANCSA), holds land and resources as private property to be used for the benefit of its shareholders; and

Whereas, Sealaska Heritage Institute [hereafter referred to as the INSTITUTE], a non-profit cultural heritage organization established by the CORPORATION, operates language, cultural and educational programs for the benefit of CORPORATION shareholders; and

Whereas, the Organized Village of Kasaan [hereafter referred to as TRIBE], a sovereign tribal government, has the responsibility for maintaining the public health, safety, economic welfare and resource management needs and interests of its members; and

Whereas, the policy of the CORPORATION is to protect and preserve the irreplaceable heritage of its shareholders located on its lands including cemetery sites, historical places, sacred sites, cultural objects, and archeological resources and sites in a manner that will leave those places and resources unimpaired for the use and benefit of future generations;

Whereas, the CORPORATION, INSTITUTE and TRIBE agree that the historical and cultural places and resources of the Tlingit and Haida Nations should be preserved as a living part of their community life and future development in order to provide cultural orientation to their shareholders and tribal members, and their children and future descendants (including: *Haa Aani* and *liit' Tlagáa*, Our Land; *Haa Shagóon* and *liit' Kuniisii*, Our Ancestors and Future Generations); and

Whereas, the CORPORATION, INSTITUTE and TRIBE share common values regarding the protection and conservation of the land and its resources for subsistence and other cultural uses that sustain the Kasaan Haida people; and

Whereas, the CORPORATION, INSTITUTE and TRIBE share common values regarding the protection and conservation of cultural heritage resources, such as the preservation of Tlingit and Haida cemetery sites, historical places, sacred sites, cultural objects and archaeological sites; and

Whereas, the CORPORATION has selected, and in some cases received conveyance of, cemetery sites and historical places throughout Southeast Alaska under the provision of ANCSA Section 14(h)(1), and may receive authority to select additional sacred sites under proposed legislation; and

Whereas, the CORPORATION has received title to these cemetery sites and historical places under ANCSA Section 14(h)(1) subject to a covenant that protects the sole primary and dominant uses of the land as cemetery sites and historical places; and

Whereas, the CORPORATION intends to preserve and maintain these sites in perpetuity with all of the protections afforded to private property for the benefit of its shareholders in association with the TRIBE; and

Whereas, the CORPORATION, the INSTITUTE and the TRIBE agree that the aboriginal territory of the Kasaan Haida people is as described in *Haa Aani*, Our Land (1998, Goldschmidt and Haas 1946); and

Whereas, some of these cemetery sites, historical places and sacred sites lie within Sealaska Land that is also the aboriginal territory of the Kasaan Haida people; and

Whereas, the CORPORATION, INSTITUTE and TRIBE agree that Kasaan Haida tribal members shall have continual access to the cemetery sites, historical places and sacred sites located within the aboriginal territory of the Kasaan Haida people; and

Whereas, the CORPORATION and the INSTITUTE recognize the inherent cultural responsibilities of the TRIBE to manage the land and resources within the aboriginal territory of the Kasaan Haida people; and

Whereas, the CORPORATION and INSTITUTE hold certain kinds of technical information and expertise that may be of benefit to the TRIBE; and

Whereas, the CORPORATION, INSTITUTE and TRIBE have an interest in the exchange of management expertise, technical and historical information, and cultural and traditional knowledge about the land and the environment associated with cultural heritage sites; and

Whereas, it appears advantageous to all parties to develop a collaborative partnership and enter into an agreement in order to facilitate desired collaboration in areas of mutual interest, including implementation of a cooperative preservation framework for cemetery sites, historical places and sacred sites held by the CORPORATION within the territory of the Kasaan Haida people;

**NOW, THEREFORE:** The CORPORATION, INSTITUTE and TRIBE [hereafter referred to collectively as “the Parties”] agree to the following:

**ARTICLE I. PURPOSE and OBJECTIVES**

- A. The general purpose of this Memorandum of Agreement (MOA) is to establish a collaborative relationship among the Parties to this MOA for the exchange of technical expertise and knowledge in areas of mutual interest and concern relating to the lands, cultural places and resources held by the CORPORATION within the aboriginal territory of the Kasaan Haida people.
- B. The specific objective of this MOA is to establish a framework for the collaborative preservation and management of cemetery sites, historic places, sacred sites and archaeological sites within the territory of the Kasaan Haida people.
- C. This MOA is intended to facilitate present and future consultation and exchange of information, the development of collaborative management plans and strategies to achieve mutual goals, and to outline a process for effective preservation of places of cultural and religious significance involving the CORPORATION, INSTITUTE and TRIBE.
- D. The Parties to this MOA share respect for the values and culture represented by each entity and desire a formal agreement reflecting a collaborative relationship between private entities and a sovereign tribal government, and will work in good faith to achieve the goals of this agreement.
- E. This agreement represents a commitment by the CORPORATION, INSTITUTE and TRIBE to strengthen their current relationships. The Parties agree that their independent decisions and actions have the potential to affect each other, and will fulfill the terms of this agreement in good faith to improve communication and mutual understanding.

**ARTICLE II. ROLES AND RESPONSIBILITIES**

**A. SEALASKA CORPORATION**

- 1. The CORPORATION has the final responsibility to protect cemetery sites and historical places located on its lands by preserving and maintaining the historical and cultural character and values of these properties, in keeping with the conveyance restrictions placed on ANCSA Section 14(h)(1) sites.
- 2. The CORPORATION authorizes continual access and use of these historical places and cemetery sites by the Kasaan Haida people to the extent that such uses are not incompatible with or in derogation of the values of the area as a historical place or cemetery site, or would have an adverse effect on the characteristics of the land that qualified it as a historical place or cemetery site. Such uses may include compatible

limited economic or commercial uses, so long as such uses are not in derogation of the values of the site, have no adverse effect and the limited economic benefit is used to further cultural preservation activities.

3. Management Procedures:

- a. The CORPORATION, in association with the INSTITUTE and the TRIBE, will implement a procedure to be followed by all Parties relating to authorized uses of these cultural and historical places for purposes of releasing the CORPORATION from any claims of liability to which it might be subject as a private property owner.
- b. The CORPORATION policy directs that employees and contractors shall, upon the inadvertent discovery of cultural objects or a place of cultural, historic and religious significance on non-ANCSA Section 14(h)(1) sites, take immediate steps to stop work in the area, take actions to secure and protect the area from any activities that may adversely affect the cultural resource, and notify responsible officials in the CORPORATION and INSTITUTE. The CORPORATION assigns responsibility to the INSTITUTE to notify the TRIBE within three days of its receipt of notification about the discovery and to initiate consultations to plan and carry out any additional documentation and treatment procedures regarding the discovery.
- c. The CORPORATION, in association with the INSTITUTE, shall continue its program to train the engineers and field personnel of its subsidiaries, including Sealaska Timber Corporation, to recognize potential cultural resources, and shall make such training available to the TRIBE.
- d. The CORPORATION, INSTITUTE and TRIBE shall collaboratively develop a communication protocol that will ensure regular and effective communication among appropriate representatives relating to land access and use, and the protection, preservation and management of cultural heritage places on CORPORATION lands.

**B. SEALASKA HERITAGE INSTITUTE**

1. The INSTITUTE may provide technical assistance to the TRIBE to develop a preservation program for such sites in the traditional territory of the Kasaan Haida people.
2. The INSTITUTE will serve as a resource for the TRIBE to assist them to build capacity for cultural resources preservation and management through technical support, and the occasional direct provision of cultural resources management expertise and advice to the TRIBE on an as-needed basis.
3. Technical Assistance shall include providing information about archival collections throughout the state, providing access to archival collections maintained by the INSTITUTE, facilitating communication and exchange with the CORPORATION's Department of Natural Resources for access to and sharing of GIS data layers, identifying

and developing appropriate responses to specific cultural resource preservation needs, and effectively seeking sources of external funding for cultural resource management and preservation programs and activities in the Kasaan traditional territory.

4. The INSTITUTE will provide training opportunities to the TRIBE in cultural resource preservation techniques, GIS, NAGPRA, archeological site monitoring and treatment, cultural resource management laws and regulations, and other topics on an occasional basis.
5. Management Procedures:
  - a. The INSTITUTE, CORPORATION and TRIBE shall collaboratively develop a communication protocol that will ensure regular and effective communication among appropriate representatives relating to land access and use, and the protection, preservation and management of cultural heritage places and resources on CORPORATION lands.
  - b. The INSTITUTE, in association with the CORPORATION and the TRIBE, will implement a procedure to be followed by all Parties relating to authorized uses of these cultural and historical places for purposes of releasing the CORPORATION from any claims of liability to which it might be subject as a private property owner.

### **C. ORGANIZED VILLAGE OF KASAAN**

1. The TRIBE has an inherent cultural responsibility for the protection and conservation of the land, environment and resources within the traditional territory of the Kasaan Haida people, including the management of places of historical, cultural and religious significance, based on their relationships with Haida ancestors and their responsibilities to their children and future generations (including: *littl' Tlagáa*, Our Land; *littl' Kuníisii*, Our Ancestors).
2. Management Procedures:
  - a. The TRIBE will collaborate with the INSTITUTE to develop a preservation program for the Karta Village Historical Place, and for other ANCSA Section 14(h)(1) sites, and for other cultural heritage sites on land owned by the CORPORATION in the traditional territory of the Kasaan Haida people.
  - b. Management procedures for these places will ensure that traditional cultural uses and any other uses will not compromise the cultural and historical integrity of the sites.
  - c. Management Procedures will allow for ongoing cultural uses of the Karta Village Historical Place that have continuity with the traditional cultural practices associated with the site, which include the following:

1. Fishing and Fish Processing by Kasaan people (including use of a smokehouse and a small structure (cabin) for summer residence)
  2. Gathering bark and other materials for ceremonial use
  3. Serving as a place to store ceremonial regalia
  4. Providing for continual access to the fish camp by the Kasaan Haida people
  5. Other Traditional Cultural Practices that are consistent with the historical character of the place
- d. The TRIBE, INSTITUTE and CORPORATION shall collaboratively develop a communication protocol that will ensure regular and effective communication among appropriate representatives relating to land access and use, and the protection, preservation and management of cultural heritage places and resources on CORPORATION lands.
- e. The TRIBE, in association with the CORPORATION and the INSTITUTE, will implement a procedure to be followed by all Parties relating to authorized uses of these cultural and historical places for purposes of releasing the CORPORATION from any claims of liability to which it might be subject as a private property owner.

### **ARTICLE III. TERMS OF AGREEMENT**

This Agreement will become effective upon signature of all Parties and shall remain in effect until it is terminated under Article V.

### **ARTICLE IV. KEY OFFICIALS**

The key officials specified below in this agreement are considered to be essential to ensure maximum coordination and communication between the parties.

For the CORPORATION:     Richard P. Harris  
                                   Executive Vice President  
                                   Sealaska Corporation  
                                   One Sealaska Plaza, Suite 400  
                                   Juneau, AK 99801

For the INSTITUTE:       Rosita Worl, Ph.D.  
                                   President  
                                   Sealaska Heritage Institute  
                                   One Sealaska Plaza, Suite 300  
                                   Juneau, AK 99801

For the TRIBE:             Richard J. Peterson  
                                   President  
                                   The Organized Village of Kasaan

P.O. Box 26  
Kasaan, AK 99950

**ARTICLE V. MODIFICATION AND TERMINATION**

- A. This Agreement may be modified only by a written amendment signed by all Parties.
- B. This Agreement may be terminated by any party upon 30 days written notice to the other signatories. In the event that one Party provides the other Parties with notice of its intention to terminate, the Parties will meet promptly to discuss the reasons for the notice and to try to resolve their differences so that the Agreement may remain in effect.

**ARTICLE VI. GENERAL PROVISIONS**

This agreement and the obligations of the Parties hereunder shall be subject to the availability of funding and nothing contained in this herein shall be construed as binding the Parties to expend in any one fiscal year any sum in excess of appropriations made by any entity or administratively allocated for the purposes of this Agreement for that fiscal year, or involving any entity in any contract or obligation for the further expenditure of money in excess of such appropriations or allocations.

**ARTICLE VII. ADDITIONAL AGREEMENTS**

Each Party to this Agreement may enter into individual agreements with one or both of the other Parties to address or resolve issues, projects and activities of common concern that are of specific interest to them.

**ARTICLE VIII. AUTHORIZED SIGNATURES**

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed by their duly authorized representatives on the date indicated below:

**FOR THE SEALASKA CORPORATION**

By: Albert Kookesh  
Albert M. Kookesh  
Chair of the Board

Date: Dec. 14, 2011

**FOR THE SEALASKA HERITAGE INSTITUTE**

By: Rosita Worl  
Rosita Worl, Ph.D.  
President

Date: Dec 14, 2011

**FOR THE ORGANIZED VILLAGE OF KASAAN**

By: Richard J. Peterson  
Richard J. Peterson  
President

Date: 12/14/11