

**MEMORANDUM OF UNDERSTANDING  
BETWEEN FOND DU LAC BAND OF LAKE SUPERIOR CHIPPEWA AND  
REGENTS OF THE UNIVERSITY OF MINNESOTA  
REGARDING TRANSFER  
OF THE CLOQUET FORESTRY CENTER**

This Memorandum of Understanding (“MOU”) is entered into between the Fond du Lac Band of Lake Superior Chippewa (“**Fond du Lac Band**” or “**Band**”), a federally-recognized Indian tribe, and Regents of the University of Minnesota (“**University**”) (collectively, the “**Parties**”). This MOU documents the shared understandings and commitments of the Parties with respect to the Cloquet Forestry Center (“**CFC**”), which is located on the Fond du Lac Reservation. The Effective Date of this MOU is the date of the last signature below.

- I. **PURPOSES.** The primary purposes of this MOU are to document the parties’ intent to: (1) jointly develop a land transfer agreement to facilitate the repatriation of the CFC land back to the Band (without charge to the Band for the land); (2) jointly manage natural resources on the land pending that transfer; and (3) negotiate an agreement to leaseback to the University the CFC land and facilities after the transfer for a period of years, with accompanying option(s) to renew upon mutual agreement. The agreements will be informed by the diligence of the parties, including in public information and other listening sessions, prior to finalization.
- II. **COMMUNICATIONS.** The Parties will follow protocols for regular and consistent communication between the Parties.
  - A. **Semi-Annual Meetings between Tribal and University Leadership.** Leaders designated by each Party (“**Party Representatives**”) shall meet semi-annually or as otherwise mutually agreed upon for the purpose of implementing this MOU and any related matters. The University will maintain and circulate minutes of the semi-annual meetings to the Band designees and the RBC for comment.
  - B. **Regular Meetings Between Tribal and University Staff to Implement MOU.** Staff designated by each of the Parties shall meet regularly for the purpose of implementing this MOU and any related matters. Separate meetings or subcommittees may be implemented as needed. In addition, at these meetings the University shall advise regarding any current or proposed projects of the CFC. The University will inform staff at the earliest possible time regarding proposed actions to maximize meaningful Tribal participation in decisionmaking. Band staff shall bring any proposals for discussion to the semi-annual meetings. The University will maintain and circulate minutes of the regular meetings, with copies sent to designated Band staff.
- III. **LAND TRANSFER.** The Parties affirm their mutual goal is to negotiate a land transfer agreement for the University to transfer all of the CFC land to the Band, upon mutually agreeable terms and conditions. Conditions for the land transfer are anticipated to include passage by the State of legislation authorizing transfer of any parcels of CFC land determined to be owned by the State and defeasing bond proceeds invested in the CFC property, approval by the University’s Board of Regents, and approval by the Band’s Reservation Business Committee.

**IV. LEASEBACK TO UNIVERSITY.** The Parties affirm their mutual goal is to negotiate a lease back to the University for collaboration and continuation of some or all research, education, and outreach functions at the CFC for a period of years after the transfer, upon mutually agreeable terms and conditions.

**V. SCHEDULE FOR TASKS AND NEGOTIATIONS.** The Parties mutually agree that they will dedicate appropriate staff resources to evaluate and negotiate all aspects of the agreements related to transfer of the land and the leaseback as soon as reasonably possible.

**VI. IDENTIFICATION OF SPECIFIC TASKS.**

**A. Consultation on CFC Activities with the Potential to Affect Band Interests.** The University acknowledges that it has a duty to engage in timely and meaningful consultation with the Band on policies and actions affecting the CFC. Determinations as to whether an action or decision may impact the Tribes' exercise of treaty-reserved rights, on-Reservation ecosystem management, and/or other Band needs and interests ("Band Interests") must incorporate Tribal input to the maximum extent possible. The Parties also commit to ongoing discussions regarding appropriate access protocols both before and after the land transfer.

**B. Traditional Cultural Properties.** Proper treatment of and respect for Traditional Cultural Properties ("TCPs"), as defined under the National Historic Preservation Act and guidance, as well as Band law, is of vital importance to the Band. The University recognizes that it may not take actions or make decisions impacting TCPs within CFC lands without complying with its legal obligations and the provisions of this MOU. The University will abide by all requirements of Band law relating to TCPs or other historic properties and resources that may be on CFC property, as defined in Band law, including Ordinance #03/14, Preservation of Cultural Resources, and federal law, including but not limited to the National Historic Preservation Act.

**C. University Support for MOU Implementation.**

**i. Band-led Tribal Cultural Resources survey of the CFC property.** The University will reimburse the Band for a Tribal Cultural Resources survey (and the Parties will negotiate a separate agreement as to rates and other terms required to implement this provision). In addition to appropriate site survey, this will include a review of any historic or cultural resources, artifacts, records, archival material, or related information related to the CFC in the University's possession or control.

**ii. University review of holdings.** The University will make a diligent and good-faith effort to evaluate its own holding and records, and will promptly return to Band control any and all historic or cultural artifacts of any kind that are associated with the Band and/or the CFC property.

**iii. Phase I Environmental assessment of the land and facilities.** To be performed by a qualified contractor acceptable to the Band. The parties commit to discuss any recommendations in the Phase I environmental assessment.

## VII. INFORMATION SHARING.

- A. **Recognition of the Importance of Information Sharing and Protecting Confidentiality.** The Parties acknowledge that the successful implementation of this MOU will require sharing of information between the Parties. Timely, open, and comprehensive information sharing is vital to the Parties' informed decision-making. The Parties further acknowledge that they may share information in the implementation of this MOU that is highly sensitive and must be used solely for the purposes outlined in this MOU and protected from disclosure to third parties to the fullest extent of the law. Notwithstanding the foregoing, the Parties also acknowledge the University's obligations to fully comply with all applicable laws, including without limitation the Minnesota Government Data Practices Act, Minnesota Statutes Section 13, and the Open Meeting Law, Minnesota Statutes Section 13D.
- B. **Consultation Prior to Disclosure.** If the University intends to disclose information provided by the Band that the Band has expressly identified as confidential, culturally-sensitive, or proprietary, because such disclosure is required by law, the University will inform the Band in writing prior to disclosure to solicit Band input and consult.
- C. **Public Information.** The Parties agree that the public's understanding of this MOU is important, and the Parties will coordinate with each other to develop appropriate strategies for communicating with the public.

## VIII. DISPUTE RESOLUTION.

- A. **Elevation.** In the event that there is a dispute that Party staff cannot resolve, they shall first elevate the matter to their respective leaders for discussion.
- B. **Non-Binding Mediation.** The Parties may utilize non-binding mediation as a tool to resolve disputes.

## IX. ADMINISTRATIVE MATTERS.

- A. **Amendment.** Any Party may propose an amendment to this MOU in writing to the other parties. Within 30 days of receipt, the Parties shall convene a meeting to consider the proposal. An amendment may be adopted by mutual written consent of the Parties.
- B. **Termination/Withdrawal.**
- i. Every effort will be made to resolve differences and define a working relationship prior to termination. A Party may terminate this MOU by providing 30 days' written notice of its intent to terminate.
  - ii. The termination of or withdrawal from this MOU shall be without resulting liability or prejudice to the other Party.

- iii. Except as expressly provided herein, the fact that the Band is a party to this MOU may not be construed as a waiver of any rights, claims, or defenses as to any treaty between the United States and the Band, or under other applicable law of the United States.
- C. **Tribal Sovereignty**. Nothing in this MOU shall waive or otherwise limit the sovereign immunity from suit or otherwise impair the sovereignty of the Band.
- D. **Authorized Representatives**. By signature below, each party certifies that the individuals listed in this document as representatives of the individual parties are authorized to act in their respective areas for matters related to this MOU.

IN WITNESS WHEREOF, the Parties hereto have executed this Memorandum of Understanding, as of the last date written below.

FOND DU LAC BAND OF LAKE  
SUPERIOR CHIPPEWA

REGENTS OF THE UNIVERSITY OF  
MINNESOTA

  
Kevin Dupuis, Tribal Chairperson

Date: 1/9/24

  
Myron Frans, Senior Vice President for Finance and Operations

Date: 1/10/24

  
Robert Abramowski, Secretary/Treasurer

Date: 1/9/24

  
Wally Dupuis, District I Representative

Date: 1-9-24

  
Brad Blacketter, District II Representative

Date: 1-9-24

  
Roger Smith Sr., Vice-Chairperson/District III Representative

Date: 01/09/2024