

**Sample Memorandum of Understanding for Reburial
of Human Remains and Associated Funerary Items**

**MEMORANDUM OF UNDERSTANDING
for
the Reburial of Human Remains and Associated Funerary Items
Repatriated to the Pueblo of Acoma, the Hopi Tribe and the Pueblo of Zuni**

OBJECTIVE AND PURPOSE:

This Memorandum of Understanding and attached Scope of Work, which is made a part of this Memorandum of Understanding by reference, defines:

- (1) the roles and responsibilities of the signatory parties;
- (2) the process whereby the Pueblo of Acoma, the Hopi Tribe, the Pueblo of Zuni, hereinafter the Tribes, and the Cibola National Forest will work in cooperation to rebury the human remains and associated funerary items that have been repatriated to the Tribes as identified in the Repatriation Agreement and;
- (3) the subsequent protection measures that will be afforded the reburial site following completion of the reburial.

SITE SPECIFIC PROVISIONS:

It Is Agreed By All Parties:

- A. That the Pueblo of Acoma is identified as the lead entity with respect to all activities associated in the reburial. The Pueblo of Zuni and the Hopi Tribe will, at their discretion, attend the reburial as observers and shall concur with the conduct of activities prior to their execution by their approval of the Repatriation Agreement and this Memorandum of Understanding.
- B. That the Scope of Work is made a part of this Memorandum of Understanding by reference and is provided as an attachment to this Memorandum of Understanding. The Scope of Work and reburial site are specific only to this Memorandum of Understanding.
- C. That only those representatives and workers specifically designated by the Tribes and the Cibola National Forest will be allowed to be present and to participate in the reburial. All parties shall assure appropriate privacy and confidentiality of those performing the reburial.
- D. That the Cibola National Forest and the Tribes have provided input for this Memorandum of Understanding. Any issues regarding this Memorandum of Understanding raised by tribes other than those to whom cultural items have been repatriated, or any other entities, may be considered and decided upon in consultation with the Tribes.
- E. That the tribes consider the reburial site to be a sacred site and to be of traditional, religious and cultural importance to them. The Cibola National Forest agrees, to the

extent authorized by law, to consider the reburied human remains and associated funerary items reburied under this Memorandum of Understanding when activities are proposed on lands under its jurisdiction, with the goal of avoiding further disturbance of the reburied human remains and associated funerary items. It is further agreed that the reburial site will be protected through all applicable laws and regulations, including but not limited to the Archaeological Resources Protection Act and Executive Order 13007.

- F. That the Cibola National Forest agrees to perform periodic visits to the site, to assess and document site conditions. If site disturbance or deterioration is detected, appropriate measures will be taken to prevent further deterioration or disturbance. Site visitation may be more frequent, as needed, but will consist of a minimum of one visit per year. The Tribes will be invited to participate and a report will be provided to the Tribes of each visit.
- G. That the Tribes shall have access to the reburial site for the purpose of religious and ceremonial uses, subject to any motorized vehicle use restrictions and existing rights of way or easements to the site. The site is not accessible by vehicle over National Forest System lands and the USDA Forest Service holds no rights of way through contiguous surrounding private lands.

GENERAL PROVISIONS:

It Is Further Agreed By All Parties:

- A. That each and every provision of this Memorandum of Understanding is subject to the laws of the United States.
- B. That nothing in this Memorandum of Understanding shall be construed as obligating the USDA Forest Service or the United States Government in the expenditure of funds or for future payment of money in excess of appropriation authorized by law.
- C. That each party to this Memorandum of Understanding will assume the costs associated with their agreed upon responsibilities, as detailed in this Memorandum of Understanding, and their level of participation.
- D. That this Memorandum of Understanding shall become effective as soon as it is signed by the parties hereto and shall continue in force until terminated by any party upon sixty (60) days notice in writing to the other parties indicating a termination date.
- E. That no Member of or Delegate to Congress shall be admitted to any share or part of this Memorandum of Understanding, or any benefit that may arise there from; but this provision shall not be construed to extend to the Memorandum of Understanding if made for a corporation for its general benefit.
- F. That new supplements or amendments to this Memorandum of Understanding may be proposed in writing by any party and shall become effective upon signature by all parties.

IN WITNESS WHEREOF, The parties hereto have executed this Memorandum of Understanding as of the date below:

USDA, FOREST SERVICE

LIZ AGPAOA

Date:

Forest Supervisor
Cibola National Forest

PUEBLO OF ACOMA

LLOYD TORTALITA

Date:

Governor

HOPI TRIBE

LEIGH KUWANWISIWMA

Date:

Director, Hopi Tribe
Cultural Preservation Office

PUEBLO OF ZUNI

MALCOLM BOWEKATY

Date:

Governor

SCOPE OF WORK
for
the Reburial of Human Remains and Associated Funerary Items
Repatriated to the Pueblo of Acoma, The Hopi Tribe and the Pueblo of Zuni

PROVISIONS:

1. This Scope of Work is incorporated by reference and thereby made a part of the Memorandum of Understanding.
2. The Cibola National Forest will retrieve the human remains and associated funerary items, which are to be repatriated from their present location at the Museum of Northern Arizona in Flagstaff, Arizona, transport them to the Mt. Taylor Ranger District in Grants, NM, for storage prior to reburial, and transport them to the site location for the actual reburial.
3. The Cibola National Forest will provide for the reburial location in the immediate vicinity of the original locations of the human remains and associated funerary items. This location has been determined and agreed upon through an on-site visit by representatives of the Tribes and the Cibola National Forest.
4. The Cibola National Forest will prepare the reburial site by constructing reburial trenches prior to the reburial, under the direction of the Pueblo of Acoma. The dimensions of the reburial trenches will be at least 6 feet in depth unless ground conditions prevent excavation to this depth, but no less than 5 feet in depth. The width shall be determined by soil stability, consistent with the OSHA Construction Standard for Excavations, to provide for safe entry and placement of the human remains and funerary items.
5. Human remains will be placed in a relative anatomically correct position with their associated funerary items. There will be a minimum of six inches between individual sets of remains. A minimum of six inches of earth will be placed over the remains by hand shoveling before a backhoe or other equipment will be used to cover the remains. Tamping will not begin until items are covered by a minimum of two feet of soil.
6. The Pueblo of Acoma will perform reburial with assistance, as necessary, from Cibola National Forest personnel. The Pueblo of Acoma representatives will provide the overall directions and instructions as to the actual physical handling and placing of the human remains and associated funerary objects for reburial. Should the need arise; Acoma representatives will consult with other tribal representatives present regarding specific questions.