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EXECUTIVE VICE PRESIDENT FOR ACADEMIC AFFAIRS

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ACADEMIC COUNCIL CHAIR AHMET PALAZOGLU
ACADEMIC COUNCIL VICE CHAIR SUSANNAH SCOTT

Dear colleagues:

I am writing to formally transmit to you the enclosed draft *Report of the UC Tribal Lands Workgroup* for your review and feedback.

This draft report is the product of a multi-year effort initiated by UC President Michael V. Drake in 2023, when he requested that a workgroup be convened to examine policies and processes related to the University's consultations with Tribal partners on matters related to land use, access, stewardship, repatriation, and reburial.

I'm grateful to then-Special Advisor Michael T. Brown for launching this workgroup in 2023 and to its members, who convened from 2023-25 to conduct analysis and develop a report responsive to the President's initial charge. To our knowledge, this workgroup represents the University's first systemwide effort to explore and develop unified guidance, tools, and best practices related to tribal access, co-stewardship, and reburial on UC lands. From guidance documents related to tribal engagement and consultation to a framework designed to facilitate new cooperative agreements, we hope that the new resources contained in this report will be useful tools for campus leaders and staff to facilitate and improve Tribal partnerships in the years to come.

In alignment with the workgroup's recommendation that this draft report be shared broadly with UC Tribal and Native advisory groups and other stakeholders for feedback, the report is currently circulating for review and input across our campuses. My office and the members of the workgroup are eager to hear from you and your Senate colleagues, and to incorporate your suggestions into the report as it continues to be refined. Your perspectives and expertise will help ensure that the guidance and tools contained in this report are respectful, useful, and responsive to Tribal priorities, concerns and needs.

I invite you share your questions or feedback on this draft report with my office by emailing provost@ucop.edu; input may also be shared through [this form](#). **We hope to incorporate all community feedback received into our report by June 2026.**

We deeply appreciate your leadership and counsel on these important matters. Thank you for your time and consideration, and for your continued partnership with the University of California.

With respect and appreciation,



Katherine S. Newman
UC System Provost and
Executive Vice President for Academic Affairs

UC Berkeley Chancellor's Distinguished Professor
of Sociology & Public Policy

Attachment: Draft Report of the UC Tribal Lands Workgroup

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UNIVERSITY
OF
CALIFORNIA

DRAFT

Report of the
UC Tribal Lands
Workgroup

June 2025

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EXECUTIVE SUMMARY

The University of California seeks to be a responsible and engaged steward of the land on which our campuses, natural reserves, and research and extension centers are located. Across California, our campuses are committed to engaging in respectful and collaborative discussions with Tribal partners about land use, access, and co-stewardship. These conversations are essential for fostering equitable collaboration, honoring Indigenous sovereignty, and ensuring respectful collaborations and practices related to land.

The University of California is committed to engaging tribes in meaningful dialogue about land management, conservation, and cultural preservation. Working closely with Tribal partners, the University is eager to support shared priorities such as ecological restoration, traditional knowledge integration, and collaborative stewardship of natural resources. These partnerships also provide opportunities for education, research, and policy development that center Indigenous perspectives, ensuring more just and inclusive approaches to land use. Ultimately, such collaborations strengthen relationships, promote environmental justice, and enable the respectful stewardship of ancestral lands.

In 2023, UC President Michael V. Drake tasked then-Special Advisor to the President and former Provost Michael Brown to convene a workgroup of UC staff to develop new internal tools, guidance, and process documents to facilitate more collaborative, respectful, and methodical coordination between UC campuses, the UC Office of the President, and Tribal communities on issues related to land use, access, and stewardship.

Following President Drake's charge to the group in 2023, workgroup members immediately set to work on the following efforts:

- Compiling the first-ever systemwide inventory of memorandums of understanding (MOUs) and other agreements related to land use (including reburial), access, and co-stewardship with Tribal partners.
- Launching a UC land parcel inventory and mapping project, compiling county assessor and UC property records into a comprehensive digital map of UC land holdings, with additional layers showing Indigenous territories and historical land acquisition records.
- Assembling Tribal Outreach and Engagement guidance that provides a roadmap for any UC entity engaging in Tribal outreach and consultation.
- Developing a framework of elements to consider when developing MOUs and agreements between the University of California, Tribal governments, and other entities regarding the use of University-owned or controlled land by Tribal communities.
- Exploring and developing a delegation of authority from the UC President that empowers campus leaders, within certain limits, to enter into agreements with tribes for: (1) access to UC lands; (2) co-stewardship of UC lands; and (3) use of UC land for reburial of human remains, funerary objects and cultural items.

This report represents the culmination of the workgroup's efforts to discuss, develop, and refine these deliverables.

PURPOSE OF REPORT

This report of the UC Tribal Lands Workgroup represents, to our knowledge, the University's first systemwide effort to explore and develop unified guidance and best practices related to Tribal access, co-stewardship, and reburial on UC lands. From a new digital map of UC land parcels, to guidance documents related to Tribal engagement and consultation, to a framework designed to facilitate new cooperative agreements with Tribal partners, the workgroup hopes that this report will provide campus leaders and staff with vital new tools and resources to use as they engage Tribal partners in discussions about land access, co-stewardship, and reburial.

While the workgroup believes that these deliverables will be immediately useful to UC leaders and staff engaging in these conversations at the local and regional level, it's important to note that members also view these materials as living documents that will continue to be refined and made more useful as they are reviewed and utilized by campus leaders, staff, and practitioners, as well as our Tribal partners.

TRIBAL LANDS WORKGROUP

The UC Tribal Lands Workgroup was comprised of internal subject matter experts from across the UC system. Members were selected to ensure representation across a diverse range of disciplines, and included advisors on Native American Affairs, Indigenous relations, NAGPRA and repatriation, as well as staff specializing in community outreach, real estate, natural resource management, environmental planning, conservation science, research administration, and the law. Members were also chosen to ensure representation across UC campuses, UC's statewide division of Agriculture and Natural Resources (UCANR), and the UC Natural Reserve System.

WORKGROUP APPROACH AND TIMELINE

After the workgroup charge was issued by President Drake in spring 2023, then-Special Advisor Michael Brown convened the workgroup for two initial launch meetings in June 2023. The workgroup met again as a whole body in October 2023, December 2023, March 2024, July 2024, and November 2024, working between meetings to advance the group's progress towards the deliverables outlined in the workgroup charge. At the November 2024 meeting of the group, it was decided that the remaining deliverables would be best served by the formation of subcommittees. Three new subcommittees were formed: subcommittee #1, focused on developing Tribal outreach and engagement guidance; subcommittee #2, focused on process flowcharts and a potential new delegation of authority; and subcommittee #3, focused on Tribal land use agreements. Guided by subcommittee chairs, these subgroups met independently in late 2024 and early 2025. In May 2025, subcommittee deliverables were combined into this draft report to the UC President, which was conveyed in June 2025.

NEXT STEPS

The UC Tribal Lands Workgroup recommends that the materials contained in this report are shared with and reviewed by the UC President's Native American Advisory Council, the UCANR Tribal Advisory Board, UC's Systemwide NAGPRA Implementation and Oversight Committee, and relevant campus advisory groups. After providing opportunities for these bodies to review and provide feedback, these materials will be distributed broadly to UC campus leadership teams as well as UC staff members in roles directly involved with, or adjacent to, these areas of work. These employees will include UC staff advisors on Native American Affairs,

Indigenous relations, NAGPRA and repatriation, as well as staff specializing in community outreach, real estate, natural resource management, environmental planning, conservation science, research administration, the law, and other areas to be determined by the workgroup. The report will be distributed to representatives on each of UC's 10 campuses, UC's statewide division of Agriculture and Natural Resources (UCANR), UC Cooperative Extension, and the UC Natural Reserve System.

The workgroup believes that this material will help create a more respectful, collaborative, and intentional approach to Tribal consultation and engagement from campus to campus, and ensure that UC leaders and staff engaged in these conversations have the tools they need to work productively with Tribes on sensitive and complex matters involving land use, access, stewardship, repatriation and reburial.

TRIBAL OUTREACH AND ENGAGEMENT GUIDANCE

The University of California (UC) campuses, the Natural Reserve System, and Agricultural and Natural Resources Research and Extension Centers (ANR) reside on aboriginal Native American lands. Native American Nations have a unique relationship to these lands and an interest in all land-based matters. The University of California was established through the Morrill Act, which allocated Native lands for the creation of university endowments. In recognition of this relationship and history, the UC aims to steward UC lands in culturally appropriate manners, through the development of meaningful collaborations with Tribes regarding land-based projects, decisions and stewardship responsibilities. Outreach and engagement are critical elements for land stewardship and enhanced relationship between the University and Tribes.

PURPOSE AND BACKGROUND

This guidance document provides a framework for UC campuses, Reserves, and Research and Extension Centers engaging in Tribal Outreach and Consultation. Campuses, Reserves and Research and Extension Centers consult with Native Nations as required by, including, but not limited to, Federal NAGPRA (25 U.S.C. §§ 3001 and 43 C.F.R. § 10.2), California NAGPRA (CalNAGPRA) (Cal. Health & Safety Code § 8012), the University of California Policy on Native American Cultural Affiliation and Repatriation, and the California Environmental Quality Act (CEQA). Specific consultation requirements apply to these legally required processes or relevant UC Policy. This Tribal Outreach and Engagement Guidance is not intended for these consultations required by law and policy. Rather, it is in support of Campuses, Reserves and Research and Extension Centers that may also consult, outreach to and engage with Tribal communities for purposes related to stewardship of, access to, ceremonial use of, and reburial on UC lands.

DEFINITION

Consultation is:

“The meaningful and timely process of seeking, discussing, and considering carefully the views of others, in a manner that is cognizant of all parties’ cultural values and, where feasible, achieving agreement. Consultation will be conducted in a manner that is respectful of Tribal sovereignty, and will recognize the tribes’ potential need for Confidentiality with respect to Tribal Traditional Knowledge and all Tribal information shared during the consultation.” (CalNAGPRA § 8012(e))

Outreach is:

The process of UC campuses, Reserves, and Research and Extension Centers initiating contact with Native Nations and Native individuals to seek meaningful input and dialog, build relationships, and work collaboratively to address areas of mutual interest.

Engagement is:

The process of collaboration, coordination, or consultation between UC and Native Nations and individuals. Engagement includes working collaboratively to address areas of mutual interest.

ROLES

In most cases, it is expected that the campus, potentially in coordination with relevant NRS/ANR staff, will have the lead role in direct outreach and engagement with Tribes. This could include taking a lead role in the drafting of memoranda of understanding or other agreements memorializing arrangement between UC and the tribe at that campus or site.

Guidance on the authority delegated to campuses and approvals that may be required, as well as points at which notification or consultation with UCOP and/or Regents is recommended are discussed the UC Tribal Lands Agreement Process Flowchart and accompanying documentation. Tribal Liaisons or other Designated Staff or other staff engaged with Tribes regarding UC lands should familiarize themselves with these Guidelines as well as considerations for developing agreements and the delegation of authority process.

Campus Chancellor/VP ANR:

The Chancellor of a UC campus/Vice President ANR is delegated broad powers as the executive head of all campus activities/Research and Extension Centers. Campus Chancellors has delegated authority to appoint a Tribal Liaison or designated staff for the purpose of Tribal outreach and engagement. The Campus Chancellor/VP ANR may also approve/disapprove of agreements. See UC Tribal Lands Agreement Process Flowchart for full delegation of authority.

Tribal Liaison or other Designated Staff:

Campus Tribal Liaison or other Designated Staff shall be appointed by campus leadership. Campus Tribal Liaison or other Designated Staff are responsible for overseeing Tribal Outreach and Engagement pertaining to Campus, Reserve and Research and Extension Center land.

UC OUTREACH AND ENGAGEMENT GUIDANCE

All successful Outreach and Engagement efforts involve relationship building and respect. Tribal Liaisons or other UC staff working in this area must seek out and foster relationships with the designated Tribal Representatives, such as Tribal leaders, Tribal historic preservation officers (THPOs), cultural directors, elders, preservation or culture committees, and/or other representatives. Tribal Liaisons or Designated Staff must engage in Outreach and Engagement that reflects the principles and characteristics outlined here.

- Relationships that acknowledge and respect a Tribe's sovereignty, cultural protocols, and cultural and religious practices and knowledge;
- Flexible approach which is responsive to Tribe's agendas, goals, and timelines;
- Multiple repeated contacts using a variety of methods;
- Accommodations for Tribal needs in facilitating respectful Outreach and Engagement;

- Invitations to all Tribes that have a cultural or geographical interest;
- Identification and addressing of Tribal concerns in this process;
- Full access to consulting Tribes of relevant information throughout this process,
- Flexible meeting agendas and schedules, with opportunity for Tribal input; and
- Actions demonstrating meaningful engagement with Tribes, which exemplify trust and relationship building.

General Notes on Tribal Outreach and Engagement Principles

As sovereign nations, Tribes must be accorded the same respect, formality and deference as would be appropriate for foreign sovereign nations. Consider having campus, reserve, or research and extension center leadership such as the designated decision maker on campus land matters sign off on official communication or be present to meet with Tribal leadership throughout process.

The importance of Outreach and Engagement early and often on all aspects of process cannot be overemphasized, including on details, the significance of which may be misjudged absent consultation. Avoid presuming that dominant cultural norms or standard university/museum practices are universally applicable and understood. Detailed and consistent communication can help identify some of these differences ahead of time.

Outreach and Engagement may be in the form of in-person meetings, phone calls, video/remote conferencing, and written correspondence.

The importance of building collaborative relationships is a core value of this guidance. To fulfill this value, Tribal Liaisons or Designated Staff should work with other campus departments or units to foster positive UC and Native American relationships. Some examples of this approach are:

- Developing a holistic campus wide approach to relationship building with full acknowledgment that diversity is valued and supported;
- Facilitating a meeting with a student recruiter focused on Native American communities when a Tribe visits the campus;
- Informing a Tribe of, and connecting them with, UC archives that may be of interest to the Tribe; and
- Supporting efforts to build relationships with Native American students on campus.

The Tribal Liaison or Designated Staff will initiate Outreach and Engagement individually with each Tribe. UC recognizes that multiple Tribes may request to engage jointly as appropriate. If all Tribes agree, UC will engage jointly with the Tribes for that meeting or effort.

When engaging in Outreach and Engagement, Tribal Liaisons or Designated Staff will take the steps below.

- a. **Initiation.** The Tribal Liaisons or Designated Staff will initiate Consultation as required by relevant policy or law as early as possible. The Native American Heritage Commission maintains a contact list of California Indian Tribes.
- 1) Campuses, Reserves and Research and Extension Centers may engage proactively with Tribes to discuss potential access, collaborative projects, or stewardship agreements on UC Lands. Prior to initiation of outreach, UC staff shall ensure they have the authority to engage in such outreach conversations.
 - 2) NAGPRA, CalNAGPRA, UC NAGPRA Policy and CEQA include requirements for the initiation of consultation. See relevant law and policy to adhere to specifics.

Notes on Communication

Methods

It can be helpful to establish preferred methods of communication for the Tribes as well as for individual Tribal Representatives. Some examples are:

- Tribal offices without broadband internet access may prefer phone calls over video conferences
- THPOs who travel frequently may prefer receiving text messages
- Tribes instituting a policy of digital recordkeeping may not want to receive information packets in the mail

Timeline and Pacing

A mutually agreed upon timeline for Engagement could help set clear expectations for both campuses and Tribes. Tribal Representatives may have preferences for when or how often they would like to be contacted, how many meetings they would like to have, and through what means (virtual, in-person, etc.). If possible, setting dates for multiple meetings far ahead of time could help everyone manage schedules. Additionally, ascertain what information Tribal Representatives would like to receive at each step.

- b. **Developing an Appropriate Timeline.** Tribal Liaison or Designated Staff shall work with Tribal partners to seek to understand Tribe’s preferred timelines and establish a timeline for progress and key check-in points. Timelines for campus or UC approval will vary depending on the purpose and scope of the engagement (access, ceremonial use, reburial, co-stewardship).
- c. **Preparation.** In advance of any meeting, an agenda will be agreed upon.
- d. **Participants.** The UC may engage Native Nations and individuals. Formal agreements must be developed with Tribal Representatives authorized by their Tribal government to consult on the Tribe’s behalf.
- e. **Records.** Campuses should maintain a record of all communications in a communication log. Communication may be through standard mail, email, phone, and in-person as the occasion warrants.

When using non-written forms of communication, a follow-up email or letter should be sent within as soon as possible to ensure that agreed to decisions and next steps are accurate.

- f. **Meetings.** For meetings, campuses should work with Tribal Representatives to find a mutually agreeable time, place, format, and agenda.
- g. **Engagement Meetings.** During Engagement meetings, the Tribal Liaison or Designated Staff will listen and engage respectfully. The Tribal Liaison or Designated Staff will endeavor to make meetings as comfortable, respectful, and productive as possible. Engagement meetings will include:
 - 1) Making cultural arrangements, such as beginning meetings with a traditional land acknowledgment, providing an opportunity for a traditional opening if requested, or traditional offerings as relevant.

Note on Tribal Confidential Information

When deciding whether and how to record/document information shared during meetings, be conscious of the fact that University records are generally subject to public disclosure under the California Public Records Act (CPRA). CPRA does include provisions exempting certain kinds of records from its disclosure requirements (including an exemption for certain “records of Native American graves, cemeteries, and sacred places and records of Native American places, features, and objects”). Under the UC Policy, the University will not disclose Confidential Information without Tribal consent unless otherwise required by law. Still, given the possibility of CPRA requests, thoughtful consideration should be given to whether/how information is documented. Discuss this with consulting Tribes ahead of time. Also consider summarizing the outcome of a discussion or recording only what is necessary.

- h. **Updates.** The Tribal Liaison or Designated Staff will keep affected Tribes promptly informed of all UC and campus decisions, relevant news and information.

Note on Gifts

Gifts may be offered by University representatives when hosting a consultation. These might include traditional gifts, simple homemade crafts or foods, or items like university-branded mugs and bags. Tribal Representatives may also offer gifts as part of cultural protocols. Ensure compliance with UC policies for gifts given or received. See [Policy G-42](#) for rules on gifts presented to non-employees and [PPSM-82](#) for accepting personal gifts as a UC employee. If resources are available, campuses should consider whether they can also provide honorarium and/or travel support to Tribal representatives.

ADDITIONAL TOOLS AND REFERENCES

1. [Checklist](#). Tribal Liaisons or Designated Staff may use the attached checklist as a reminder and to ensure compliance with the UC Policy.
2. [Office of the Governor, Statement of Administrative Policy: Native American Ancestral Lands](#). On September 25, 2020 Governor Newsom adopted this statement to “encourage every State agency, department, board and commission (collectively, “entities”) subject to my executive control to seek opportunities to support California tribes’ co-management of and access to natural lands¹ that are within a California tribe’s ancestral land and under the ownership or control of the State of California, and to work cooperatively with California tribes that are interested in acquiring natural lands in excess of State needs.”
3. [California Natural Resources Agency Tribal Affairs](#). CNRA Tribal Affairs is in the process of finalizing a [Tribal Stewardship Strategy and Toolkit](#) which will provide policies and resources to advance shared goals of tribes and the State of California for improved Tribal access and co-management of public places and natural resources and returning ancestral lands to Tribal ownership. In addition, CNRA has released a [draft Tribal Consultation Policy](#) that provides objectives and principles related to consultation.
4. [Tribal consultation under AB 52: Requirements and Best Practices](#). Although related to AB 52, the Native American Heritage Commission’s guidance for consultation under AB 52 (for proposed projects in the geographic area with which the tribe is traditionally and culturally affiliated) could be helpful in understanding the principles of Tribal consultations.
5. [Guidelines for Collaboration](#). The [Indian Arts Research Center, School for Advanced Research](#), an organization whose goal is “to bridge the divide between creativity and scholarship by supporting initiatives and projects in Native American studies, art history, and creative expression that illuminate the intersections of the social sciences, humanities, and arts,” has developed two sets of guidelines intended as a resource for museums and communities that include Native American Tribes and Tribal members planning and carrying out collaborative work. Although the guidelines are not specific to stewardship of Native lands, they may be a useful resource for gaining a better understanding of the perspectives of both museums and of communities that include Native American Tribes and Tribal members.
6. [Consultation Resources - Native American Graves Protection and Repatriation Act \(U.S. National Park Service\) \(nps.gov\)](#). The National Park Service provides a variety of consultation resources, including contact and aboriginal lands information.

TRIBAL OUTREACH AND ENGAGEMENT CHECKLIST

Tribal Outreach and Engagement is a critical element required at various stages and should be offered as early as possible. All successful Outreach and Engagement involve relationship building and respect. This checklist is meant to assist Tribal Liaisons and Designated Staff, but above all, the campus should work with Tribes to arrange processes that meet the Tribe's needs.

Initiation

Have you sent an initial communication to Tribal Representatives (e.g., letter or email) with sufficient information for the tribes to determine if they have an interest in engaging on the topic and believe they are or may be interested in the project? This may include invitations to meetings or special events pertaining to Native American land stewardship or pertinent cultural events?

Yes No Not Applicable

Have you requested that Tribes identify other Tribes that may have an interest?

Yes No Not Applicable

Have you offered an opportunity for the Tribe(s) to meet with the relevant Department or Unit leadership for brief introductions, if possible, at the next scheduled meeting?

Yes No Not Applicable

Have you established preferred methods of communication, such as in-person, video conferencing, phone calls, or text messages?

Yes No Not Applicable

Have you offered to set a timeline and pace for Engagement, e.g. how often Tribal Representatives would like to be contacted, how many meetings they would like to have, and through what means?

Yes No Not Applicable

Response to Outreach Request

If applicable, have you acknowledged receipt of the request for Outreach in a timely manner (suggested follow-up within five (5) business)?

Yes No Not Applicable

Participants

Have you determined that the appropriate parties of the Tribe are authorized by their Tribe to speak on the behalf of the Tribe concerning the project?

Yes No Not Applicable

Have you communicated with and involved the appropriate internal campus stakeholders and partners?

Yes No Not Applicable

Records

Are communications with appropriate Tribal partners being documented?

Yes No Not Applicable

For non-written forms of communication, have you followed-up by email to determine there is agreement on decisions and next steps?

Yes No Not Applicable

Meetings

Have you worked with Tribal Representatives to find a mutually agreeable time, place, format, agenda, and arrangements for special requests (such as smudging space, parking, meals, and documentation)?

Yes No Not Applicable

Have you inquired about whether there are barriers to Tribal participation, and to the extent possible, attempted to alleviate any barriers? *This may also include travel support through grants or allocation of funding if possible.

Yes No Not Applicable

If you are providing funds (e.g. travel, accommodations, meals, stipends), have you set shared expectations on costs covered by UC and reimbursement processes and timelines?

Yes No Not Applicable

Have you arranged for parking, drinks, food, and seating as necessary?

Yes No Not Applicable

Have arrangements been made for any individual with special needs, such as ADA accommodations?

Yes No Not Applicable

Engagement Meetings

Have you:

Made cultural arrangements, such as beginning meetings with a traditional land acknowledgment, providing an opportunity for a traditional opening if requested, or traditional offerings as relevant?

Yes No Not Applicable

Consulted the UC Tribal Lands Agreement Process Flowchart to understand the appropriate delegations of authority?

Yes No Not Applicable

Provided a description of the decision-making process for relevant access, stewardship, or ceremonial use agreements?

Yes No Not Applicable

Together with Tribes, identified all confidential information, documentation, notes, and other shared information that will have restricted access and the extent of such restriction?

Yes No Not Applicable

Updates

Are you keeping affected Tribes promptly informed of all UC and campus decisions, relevant news and information about the status of the project?

Yes No Not Applicable

Have you provided updates, as relevant, to Tribes with whom you are consulting?

Yes No Not Applicable

Resources

Have you queried other campuses about whether they have similar agreements in place that could be helpful models?

Yes No Not Applicable

Have you consulted the UC Tribal Land Use Agreements: Considerations to understand the possible scope and terms of potential agreements?

Yes No Not Applicable

If requested, have you partnered with and assisted Tribe(s) in seeking state/federal grants or other available UC or third-party resources to facilitate the project?

Yes No Not Applicable If no, why not:

If the campus has available funds, have you offered to provide reimbursement for necessary costs incurred by the Tribes, including stipends for Tribal and other experts, travel, meals, and overnight accommodations?

Yes No Not Applicable If no, why not:

TRIBAL LAND USE AGREEMENT CONSIDERATIONS

I. INTRODUCTION

This document is intended for use by all UC employees working with Tribal employees, including Tribal liaisons and designated authorities. It outlines common elements to consider when developing agreements between the University of California, Tribal governments, and other entities regarding the use of University-owned or controlled land by Tribal communities. It also provides examples of some terms that have been used in past agreements. The examples provided in this document are meant to aid in thinking about what kinds of provisions might be included in an agreement with UC and are not intended to require or endorse the specifics of any of the examples provided. All UC employees working on issues involving University lands and Tribes should keep Tribal liaisons and designated authorities at their location informed about related conversations and projects.

Before drafting any agreements, it is essential that UC units first engage respectfully with Tribal communities, following the [Tribal Outreach and Engagement Guidance](#) document. Those guidelines are designed to ensure that engagement is conducted with cultural sensitivity, mutual respect, and a commitment to building strong, collaborative relationships. Only after this foundational engagement should any discussions or agreements regarding land access, co-stewardship, repatriation/reburial, or other land use activities be considered. These same principles of respectful engagement should also guide discussions with Tribal communities during the process of negotiating agreements.

Federally recognized Tribes are sovereign nations, possessing the inherent right to self-governance, and only those with the proper authorization can approve formal agreements with them. It's essential to review the [Tribal Lands Agreement Process Flowcharts](#) to understand the process of UC authorization of agreements and to communicate with a UC Tribal liaison as appropriate.

The following list of considerations should be taken into account when developing agreements. However, not all of these elements will apply to every land use agreement between the UC and Tribal partners, and there may be additional factors not listed here. These are meant as prompts for consultation and discussion with current or potential Tribal partners to help ensure that any agreement that is developed thoughtfully represents the goals and objectives of both the Tribal partner(s) and the UC and to reduce the risk of misunderstanding moving forward.

As such this list of things to consider is meant as an aid to facilitate a healthy dialogue rather than requirements that might inadvertently shut down effective consultation.

II. BACKGROUND AND PURPOSE

1. Title of Agreement

Examples:

Memorandum of Understanding (MOU) for Collaborative Land Management, Cultural Resource Protection, and Research.

Reburial Agreement for [specific site/project name].

2. Parties to the Agreement

University of California Unit: [Full Name of the Unit, Department, or UC Location]

Tribal Entity: [Full Name of the Tribe or Tribal Organization]

Note: Consider which UC unit is the appropriate party to enter into the agreement; should it be a campus, college, or other unit responsible for the land? Ensure that the SIGNATORIES noted below have appropriate delegated authority to enter into the agreement for the Unit.

3. Purpose of Agreement

Define the overarching goal of the agreement, whether it's for collaborative work, reburial, land co-stewardship, facility access, or cultural knowledge-sharing.

Examples:

This Agreement outlines the terms for [state the collaboration or activity, e.g., research, co-stewardship, ceremonial use, or cultural knowledge-sharing such as Native plant garden development].

The objective of this MOU is to increase the educational, research and cultural exchange between [TRIBE] and [UC LOCATION], and delineate areas where the Parties can work together on specific projects and endeavors through subsequent working agreements and cooperation.... which may include, but not be limited to the following areas of cooperation: 1) collaboration on prescribed and cultural burns on [UC LOCATION] and [TRIBE] locations in order to meet education, research, and land management goals; 2) Land access for [TRIBE] for cultural gathering of plant materials for food, medicine, and cultural purposes; 3) Education for [TRIBE] members, other Tribal groups and the public on the techniques and value of traditional ecological knowledge including but not limited to cultural burning, ecosystem stewardship ...

4. Background History

Provide contextual background relevant to the agreement, including Tribal history, any claims to lands, and recognition of the Tribe's stewardship practices.

Example:

This Agreement acknowledges the cultural and historical significance of the [specific site] to the [Tribe Name], whose ancestors have cared for the land and whose knowledge is integral to its stewardship and preservation.

5. Definitions

Clarify key terms used throughout the document.

Examples:

Traditional Ecological Knowledge (TEK) refers to the Indigenous knowledge developed over generations regarding land stewardship, natural systems, and plant use.

Indigenous Stewardship involves using Indigenous knowledge and practices to promote ecosystem health and cultural connections.

III. DEFINING THE SCOPE

6. Statement of Work

Define the scope of work for the agreement.

- For **Reburial Agreements**, describe the process of transferring and reburial of ancestral remains and cultural items
- For **Facility Use Agreements**, outline the intended use of facilities or outdoor spaces, including ceremonial and educational uses.
- For **Cultural Knowledge Sharing Agreements**, outline collaborative projects, such as the creation of a Native plant garden, or signage about the local Indigenous peoples.
- For **Co-Stewardship Agreements**, describe what type of Indigenous stewardship is most desirable, when it's best done, and by whom.

7. Transfer of Custody and Control (For Reburial Agreements)

- If the agreement contemplates reburial of ancestral remains or cultural items on UC land, there should generally be a separate agreement documenting transfer of legal control of the items to be reburied:
 - If the ancestral remains or artifacts that are to be reburied were repatriated by the UC Location to the Tribe, include a copy of and/or reference to the repatriation notice/agreement.
 - Clearly document which remains/cultural items are the subject of the agreement (e.g. attachment of an inventory listing each remain/cultural items with its catalogue and/or accession numbers).
 - Clearly document which entities (e.g., Tribe(s)) have legal control after referencing the relevant published NAGPRA Notice.

Examples:

Museum hereby releases legal control of *[identify remains/Cultural Items]* to [TRIBE];

[TRIBE] is transferring control of Ancestral Remains listed in Exhibit A back to [UC LOCATION] for reburial at [SITE].”

- Describe how physical custody of the remains/artifacts will be handled (e.g., will the UC Location retain physical custody after repatriation until reburial? May UC transfer physical custody to third parties as may be needed to effectuate reburial?).

Examples:

Tribe acknowledges that [UC LOCATION] has physical custody of the human remains and associated funerary objects listed on Attachment 1...

- Document Tribal request/authorization that UC Location rebury the specified items on land owned/controlled by UC.

Example:

Tribe authorizes [UC LOCATION] to rebury [the Items] at [LOCATION].

- Outline agreement re: handling of costs, expenses, liability for loss/ damage.

Example:

[UC LOCATION] shall indemnify, defend, protect and hold Tribe harmless from any cost, expense, claim, demand, liability and/or damage arising out of the physical custody, inventory, and/or reburial of the Items, or the negligent acts, errors or omissions or willful misconduct of [UC LOCATION] employees or agents, with respect to physical custody, inventory, and/or reburial, provided that [UC LOCATION] indemnification obligation shall be in proportion to and to the extent such claims are caused by the negligence or intentional acts or omissions of [UC LOCATION] representatives and shall NOT extend to claims arising from Tribe’s gross negligence or willful misconduct.

8. Reburial Process (For Reburial Agreements)

- Summarize or reference the transfer that has taken place, identify the site for reburial, describe preparation steps, and specify the reburial process.

Example:

Whereas, pursuant to the terms of NAGPRA and 43 CFR 10.10 of its implementing regulations, the UC has transferred to [TRIBE] legal control of certain Native American remains and funerary objects (the “Ancestral Remains”), which are listed in the NAGPRA Transfer of Control Form attached hereto as Exhibit A; and Whereas the Parties of identified certain real property (the “Site”), identified more particularly in Exhibit B, as available and appropriate for reburial of the Ancestral Remains; Now, Therefore, the Parties agree to (1) rebury the Ancestral Remains at the Site and (2) a framework for access to and use of the Site following the reburial as provided for below....”

- Specify the management of site access before, during, and after the reburial, including for ceremonial practices.
 - Identify who will be permitted to attend and/or participate in the reburial (consider issues re: restrictions on public and/or media access, to the extent permitted by law)

Example:

To the extent permitted by applicable law, the reburial ceremony will be closed to the general public and mass media, and the Parties agree to maintain the confidentiality of those participating in the reburial. Party representatives shall be permitted to attend, as needed and/or by invitation, as mutually agreed upon by the Parties, taking into consideration the population capacity for the area. To the extent reasonably practical, the UC will assist [TRIBE] in creating solitude for the ceremony.”

- If future access is desired, identify the process for allowing access for ceremonial or religious uses (times, approval processes if any, accessibility issues).

Example:

[TRIBE] will have access to the Site for religious and ceremonial uses, subject to any use restrictions, existing rights of way, easements or accessibility issues relating to the Site. Subject to UC approval, which will not be unreasonably withheld, [TRIBE] may make arrangements to enter the site at reasonable times during the day and may remain for a reasonable duration thereafter, in order to (a) carry out cultural practices consistent with the purposes of this Reburial Agreement, and b) generally confirm the UC’s compliance with the terms of this Reburial Agreement.

- Consider whether to include terms regarding the physical and ceremonial aspects of the reburial (e.g., use of wrappings, containers, Tribal consultation re: culturally appropriate protocols for reburial, etc.).
- Consider whether there is a need to provide for periodic site assessment (e.g., to assess whether there is material disturbance or deterioration that may affect or reveal the reburials), and how that will be handled (e.g., what if a relocation is needed?).

Example:

The UC agrees to periodically assess Site conditions for human disturbances or natural activity that may reveal the burials. If some material disturbance or deterioration is detected outside of natural erosional processes, the UC will take reasonable and appropriate measures to ensure reasonable Site integrity. If the UC determines, in its reasonable discretion, that relocation is necessary due to causes beyond UC’s reasonable control, the Parties agree to work together, in the spirit of good faith and cooperation, to identify an acceptable relocation site. The relocation site shall be mutually agreed upon by the Parties, and neither may unreasonably withhold its consent. Any relocation will be subject to the terms of this Reburial Agreement, unless otherwise mutually agreed upon in a writing signed by both Parties, and shall be in accordance with all applicable laws, including the California Environmental Quality Act.

- Consider activities of UC and its representatives, heirs, successors and assigns that may occur on the property that are not inconsistent with the purposes of the reburial agreement and that are consistent with applicable laws. E.g., property management activities.

Example:

The UC reserves to itself and its representatives, heirs, successors and assigns all rights accruing from its ownership of the Site, including the right to engage in or permit all uses that are not expressly prohibited in this Reburial Agreement, and are not inconsistent with the purposes of this Reburial Agreement and which are consistent with and compliant with all applicable laws and policies. Without limiting the generality of the foregoing, [TRIBE] acknowledges that the UC has the right to practice prudent and generally-accepted property management activities on the Site, including development on the Site that is consistent and compliant with all applicable laws and policies, including Deed Restrictions, and [TRIBE], its designees, successors, and assigns will not unreasonably interfere with the UC's permitted uses of the Site.

- Consider potential issues related to confidentiality (e.g., of site location, of those participating in reburial; sensitive confidential Tribal information).
- Consider whether Tribe wishes to have a memorial marker or other means of honoring the ancestral remains and/or artifacts that are to be reburied

9. Access to Lands and property utilization (*For Agreements Involving Co-Stewardship, Ceremonial Use, or Knowledge Sharing*)

- Describe how property (e.g., land, facilities) will be used.
- Define the Tribe's access to University lands, particularly for cultural practices or land stewardship activities. This is crucial for agreements involving traditional land management practices such as sustainable harvesting, prescribed burns, and collaborative gardening. Define with specificity the land/property that is the subject of the agreement. Describe which activities are/are not authorized; if/when prior notice/approvals are required.

Examples (Regarding access to outdoor areas):

The Tribe shall have access to the lands specified in Exhibit B for the purpose of gathering, ceremonial practices, land management activities, or collaborating on cultural knowledge-sharing projects, such as the development and maintenance of a Native plant garden.

With prior notification to [NAMED UC LOCATION OFFICIAL/POSITION], [TRIBE] will have access to outdoor areas identified in Appendix A needed for education, harvesting, gathering, and caretaking...For larger gatherings over [# of people], or for specialized harvests, further requirements beyond notification may be required.

Example (Regarding access to building space in connection with outdoor areas)

[TRIBE] may request usage of [SPECIFIED INTERIOR BUILDING SPACE] upon written request to [DESIGNATED UC LOCATION OFFICIAL/POSITION] at least [# OF DAYS] in advance. [DESIGNATED UC LOCATION OFFICIAL] will make reasonable efforts to accommodate the request during normal operation hours. Exceptions are possible for special events outside of normal hours.

- Consider whether there is a need to specifically define activities that are NOT authorized under a land access agreement

10. Cultural Knowledge Sharing

- Specify how cultural knowledge will be integrated into projects such as the development of a native plant garden, including who will participate in the design, maintenance, and education.
- Describe how this knowledge will be shared and how the parties will collaborate to incorporate it into land co-stewardship plans and interventions ensuring consideration of both Indigenous knowledge and western scientific research.

Examples:

The Tribe will collaborate with the University to design and maintain a Native plant garden, integrating Traditional Ecological Knowledge. Both parties will work together to create educational materials about the plants, their cultural significance, and stewardship practices, for use in workshops and outreach programs.

[TRIBE] and [UC LOCATION] mutually agree to share research and monitoring results of [TRIBE] management practices and [UC LOCATION] management practices, including archaeological, historical, genealogical, and environmental information.”

11. Site Security

- Outline security protocols to ensure the safety of the site and prevent unauthorized access, particularly for culturally sensitive or land-based projects.
- Define boundaries for land use and access to prevent disturbance of sensitive sites.

Example:

Both parties agree to take reasonable steps to ensure security at the project site. Access will be granted only to authorized individuals, and both parties will prevent unauthorized access to sacred or sensitive areas.

12. Facilities Logistics (*For Facility Use Agreements or Knowledge-Sharing Projects*)

- Detail logistics related to facilities usage, including required permits, security measures, facility availability, parking. This can include logistics for garden space, shared meeting spaces, and outdoor areas designated for cultural activities or education.
- Consider provisions related to visiting protocols, maintenance of up-to-date UC and Tribal contact info; emergency procedures (e.g., reporting crime, fire, or other emergency that may take place); handling of trash removal associated with events.

13. Collaborative Elements

- Highlight areas for collaboration, such as shared responsibilities in research, stewardship, cultural education, and public outreach.
- For projects like a Native plant garden, outline how both the University and Tribe will contribute to the physical development, research, and public education efforts.

Example:

The University will provide land and research resources, while the Tribe will contribute cultural knowledge, stewardship practices, and educational support for the Native plant garden project.

- Consider provisions and rules related to photography and documentation of activities associated with ceremonial or Tribal events conducted under the agreement.

Example:

[UC LOCATION] employees will be instructed to refrain from photography during private ceremonial events unless deemed desirable by [TRIBE]. [UC LOCATION] staff in attendance or a [TRIBE] member will announce to those gathered that photographs of ceremonial objects are unacceptable unless deemed appropriate by [TRIBE].

IV. COMMUNICATION, REPORTING, AND LEGAL ISSUES

14. Costs and Financial Responsibilities

- Specify which party is responsible for specific costs associated with the agreement.

Examples:

The University will cover costs associated with land preparation and infrastructure, while the Tribe will assume costs related to plant procurement, maintenance, and cultural education activities.

[UC LOCATION] will cover costs of the burial of *[specified ancestral remains and cultural items that are the subject of a Reburial Agreement]*, and TRIBE will cover its own costs associated with the Reburial, including but not limited to its participation in preparation activities, the reburial or any related ceremonies, travel, accommodations or events outside the scope of work.

15. Insurance

- If applicable, include provisions for liability insurance related to activities covered by the agreement, specifying, where appropriate, the types and dollar levels of insurance to be maintained by the Tribal partner, as well as the insurance coverage of the UC Location for these activities.
- Include provisions for liability insurance pertaining to activities related to the agreement. Consider specifying which types and dollar levels of insurance must be maintained by Tribal partner and stating the insurance coverage of the UC Location pertaining to the activities covered by the agreement.

Example:

Both parties agree to provide and maintain, at their own expense, a program of insurance or self-insurance, covering the activities and operations of their respective officers, agents, and

employees for the term of this MOU. Insurance shall include, but is not limited to, comprehensive general liability, professional liability, and personal injury. The various policies of insurance shall have a minimum coverage of \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Upon request, the Parties will provide each other evidence of such coverage naming the other party as an additional insured including an additional insured endorsement issued by the insurance issuer or program of self insurance.

16. Term of Agreement

- Specify the duration of the agreement, with provisions for renewal or extension.
- Include conditions under which the agreement may be terminated.

Example:

This Agreement shall be in effect from [start date] until [end date], with the possibility of extension upon mutual agreement.

- Consider whether there any deadlines or triggers that need to be accounted for (e.g., “Should reburial not occur by [DATE], [UC LOCATION] will notify [TRIBE], repossess any unburied items, and securely maintain the items in [UC LOCATION’s] physical custody until the Parties agree in writing to an alternate reburial arrangement.”).

17. Communication Channels

- Define how communication will occur between the University and the Tribe during the term of the agreement.
- Identify primary contacts for both parties.

18. Dispute resolution

- Consider whether there is a need for a provision addressing disputes that may arise between parties to the agreement. Issues may include sovereign immunity, choice of forum, and alternative dispute resolution (arbitration or mediation).

19. Liability and Indemnification

- Consider whether there is a need to define the liability of each party, and whether indemnification by one or both parties is needed if third parties bring claims related to the agreement.

Examples:

[TRIBE] shall indemnify, defend and hold harmless [UC LOCATION], its officers, agents and employees, from and against any claims, damages, costs, expenses or liabilities (collectively, “CLAIMS”) arising out of this Agreement including, without limitation, Claims for loss of or damage to any property, or for death or injury of any person or persons, but only in proportion to and to the extent to such Claims arise from the negligent or intentional acts or omissions of [TRIBE], its officers, agents, partners or employees.

[UC LOCATION] shall indemnify, defend and hold harmless [TRIBE], its officers, agents and employees, from and against any claims, damages, costs, expenses or liabilities (collectively, “CLAIMS”) arising out of this Agreement including, without limitation, Claims for loss of or

damage to any property, or for death or injury of any person or persons, but only in proportion to and to the extent to such Claims arise from the negligent or intentional acts or omissions of [UC LOCATION], its officers, agents, partners or employees.

20. Reporting

- If reporting is desirable then include timelines for progress reports, financial reporting, and project updates.

21. Agreement Modification or Termination

- Outline the procedures for modifying or terminating the agreement.
- Include any required notices or conditions for termination.

22. Confidentiality

- Consider whether there is a need for the agreement to specifically address confidentiality issues (e.g., related to protecting site information about ceremonial or reburial locations, to the extent permissible by law).

23. Signatures

- Provide space for signatures from authorized representatives of both parties, with date and title.
- Note: Consider/ensure that the signatories are individuals who have appropriate authority to enter into this type of agreement on behalf of their institutions, if they are signing as a representative of UC or a Tribal or other entity. Can have an agreement term to that effect (e.g., “Each Party represents that it has the requisite authority to execute, deliver and consummate the transactions contained in this Agreement.”).

ADDITIONAL CONSIDERATIONS

- **List of Staff Involved**
Include the names and positions of individuals on both the University and Tribal sides who will be involved in the work or activities covered by the agreement.
- **Copies of Legal Transfers**
Attach any relevant legal documents regarding the transfer of ancestral remains or artifacts to the Tribe, confirming the Tribe’s legal control over these items.

EXHIBIT EXAMPLES

- **Exhibit A:** Inventory and Transfer Records of Ancestral Remains or Artifacts
- **Exhibit B:** Detailed Site or Facility Map
- **Exhibit C:** Budget and Funding Allocations
- **Exhibit D:** Staff and Contact Information
- **Exhibit E:** Native Plant Garden Design and Maintenance Plan

DELEGATION OF AUTHORITY & PROCESS FLOWCHARTS

OVERVIEW

The University of California (UC) campuses, the Natural Reserve System (NRS), and Agricultural and Natural Resources Research and Extension Centers (ANR) lie on land that is the ancestral home and traditional territory of indigenous communities that thrived for hundreds of years. Native American tribes have a unique relationship to these lands and an interest in all land-based matters. UC was established through the Morrill Act, which allocated Native American lands for the creation of university endowments. In recognition of this relationship and history, and as a public trust vested by the State Constitution with legal title and the management and disposition of the property of the university and property held for its benefit, UC seeks to collaborate with Tribes to facilitate their members' access to UC lands, to incorporate Tribal expertise into the stewardship of UC lands, and to offer suitable locations for interested Tribes to rebury human remains, funerary objects, and cultural items, including those repatriated by UC.

Pursuant to the authority delegated to the President under Bylaw's 22.1 and 30 and Regents Policy 8103, President Drake has approved a new delegation of authority to campus leaders who, within certain limits set forth in Bylaw 22.2(d), may enter into agreements with Tribes for: (1) access to UC lands; (2) co-stewardship of UC lands; and (3) use of UC land for reburial of human remains, funerary objects and cultural items.

BACKGROUND

Over the past ten years, a few UC campuses have entered into a number of agreements with Native American tribes for the reburial of ancestors. The Tribes interest in such agreements is expected to continue and even increase, particularly as more ancestors and associated funerary items are repatriated to tribes by UC. In addition, Tribes and UC campuses are interested in deepening their connection to each other through agreements involving co-stewardship of natural lands and access to UC lands for ceremonial or other purposes.

One of the challenges in moving these types of agreements forward in the past has been questions around who within UC has the authority to sign these agreements on behalf of the University. The President's existing delegation of authority for capital project matters (DA 2629) has been used for this purpose in the past. However, DA 2629 is geared towards construction projects and real property transactions and was not created with agreements with Tribal governments in mind, nor did it contemplate the use of UC lands for reburial of human remains or concepts such as co-stewardship of lands.

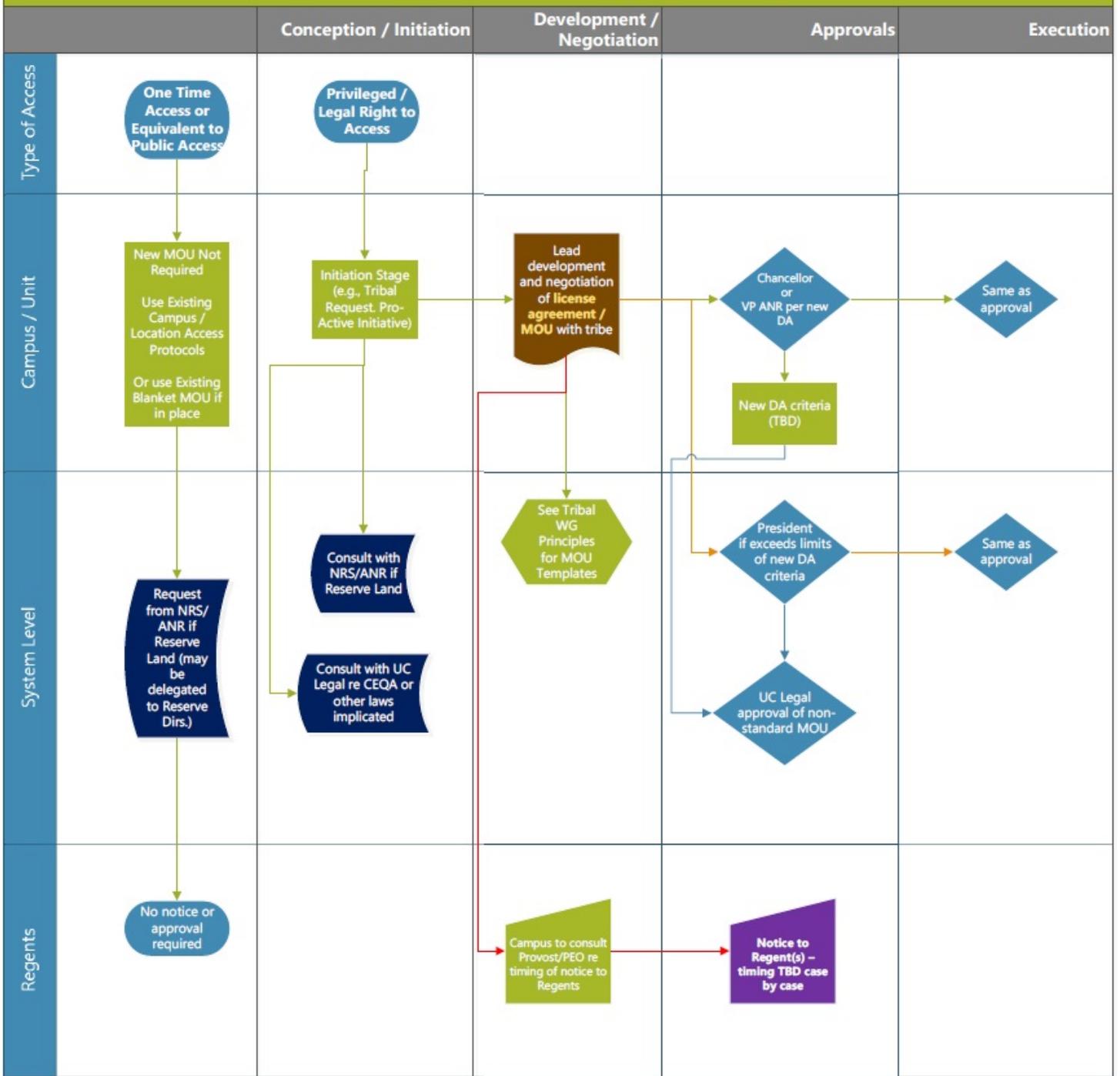
The newly approved delegation of authority consolidates in one place the authority regarding a range of potential agreements with Tribes. The delegation grants authority to Chancellors, the Provost, and the VP-ANR to enter into agreements regarding Tribal access, co-stewardship, and/or reburial on UC lands, within certain defined limits. The draft includes definitions of "access," "co-stewardship," and "reburial," to ensure campuses and UCOP are working from a shared understanding on terminology.

This delegation has several potential benefits. First, it provides a centralized location for the delegation of authority of the range of potential agreements with Tribes, ending the necessity to map each agreement onto an existing delegation designed for different purposes. This should provide greater clarity for campuses, UCOP, and Tribes alike. Second, a clear delegation could enable more progress in this area, allowing campuses to take action more quickly in response to Tribal requests and clearing the path to other agreements that deepen the campuses' connection with local Tribes.

PROCESS FLOWCHARTS

To accompany this delegation of authority, the corresponding subcommittee – guided by experts in UC Legal and across the UC Office of the President – developed cross-functional flowcharts for campus leaders to use to guide the development of new MOUs, from conception and initiation of engagement, through development and negotiation of an agreement, to obtaining approvals, executing an agreement, and managing continued responsibilities for the administration of an approved agreement. These flowcharts should make it easier for campus leaders to determine which staff and offices to engage at which points in the consultation and agreement negotiation process.

Tribal Access to UC Land (New Delegation of Authority (DA) Scheme)



Tribal Co-Stewardship / Ceremonial Use of UC Land (New Delegation of Authority (DA) Scheme)

	Conception / Initiation	Development / Negotiation	Approvals	Execution	Continuing Responsibilities
Notes	Covers cultural practices or land stewardship activities that go beyond access	Tribal WG Doc reviews 24 principles to consider in developing agreements	Potential DA Criteria: - Nature of shared decisionmaking - Term / duration - Y/N effect on UC use for teaching/research	DA should also consider whether authority can be re-delegated	May be significant and cross-multiple functions on a campus
Campus / Unit (e.g. NRS)	Initiation Stage (e.g., Tribal Request, Pro-Active Initiative)	<p>Campus/Unit leads development and negotiation of license agreement / MOU with tribe</p> <p>See Tribal WG Principles re Agreements</p>	<p>Chancellor or VP ANR per new DA</p> <p>New DA criteria (TBD)</p>	Same as approval	<p>Tribal Relationship Liason</p> <p>UC Co-Steward lead</p> <p>Logistics – security, access, etc.</p> <p>Recordkeeping</p>
System Level	Campus and NRS/ANR consult if Reserve Land to determine roles in remainder of process	<p>Consult with UC Legal re CEQA and other legal issues</p> <p>Consult with Risk re potential insurance impacts</p>	<p>President if exceeds limits of new DA criteria</p> <p>UC Legal approval of non-standard MOU</p>	Same as approval	<p>Maintain confidential library of Agreements?</p> <p>Track progress across system?</p>
Regents		Campus to consult Provost/PEO re timing of notice to Regents	Notice to Regent(s) – timing TBD case by case	Likely not require Regents approval. Consult UCL if questions arise	Update Regents on Progress

Reburial of Human Remains and Funerary Objects (New Delegation of Authority (DA) Scheme)

	Conception / Initiation	Development / Negotiation	Approvals	Execution	Continuing Responsibilities
Notes	<p>May come up in process of consulting with Tribes regarding repatriation. Important that both transfer of control and reburial are documented.</p>	<p>Tribal WG Doc reviews 24 principles to consider in developing agreements for reburial</p>	<p>Potential DA Criteria / Streamlining:</p> <ul style="list-style-type: none"> - Pre-ID lands suitable - Allow burial marker - Acreage threshold - Duration - Define minimum rights UC must retain 	<p>DA should also consider whether authority can be re-delegated</p>	<p>May be significant and cross-multiple functions on a campus</p>
Campus / Unit (e.g. NRS)	<p>Initiation Stage (see note above)</p>	<p>Campus/Unit leads development and negotiation of MOU with tribe</p> <p>See Tribal WG Principles re Agreements</p>	<p>Chancellor or VP ANR per new DA</p> <p>New DA criteria (TBD)</p>	<p>Same as approval</p>	<p>Tribal Relationship Liason</p> <p>Logistics – security, access, etc.</p> <p>Recordkeeping</p>
System Level	<p>Campus and NRS/ANR consult if Reserve Land to determine roles in remainder of process</p>	<p>Consult with UC Legal re CEQA and other legal issues</p> <p>Consult with Capital Projects</p>	<p>President if exceeds limits of new DA criteria</p> <p>UC Legal approval of non-standard MOU</p>	<p>Same as approval</p>	<p>Maintain library of Agreements?</p> <p>Track progress across system?</p>
Regents		<p>Campus to consult Provost/PEO re timing of notice to Regents</p>	<p>Notice to Regent(s) – timing TBD case by case</p>	<p>Regents approval if exceeds President's authority. Consult UCL.</p>	<p>Update Regents on Progress</p>

MOU / AGREEMENT INVENTORY

Prior to the formation of the UC Tribal Lands Workgroup, there was no central UC inventory or repository of agreements between the University of California, Tribal governments, and other entities regarding the use of University-owned or controlled land, facilities, or spaces by Tribal communities. This was one of the first tasks that the workgroup undertook when it was convened.

The workgroup has now assembled what it believes to be a complete inventory of past MOUs and agreements between the University and Tribal governments and other Tribal entities. The inventory includes a wide range of agreements that vary significantly in scope and goals.

Select examples of types of agreements, or provisions included within agreements, in the inventory include:

- Reburial agreements
- Facility use agreements
- Agreements for services to be provided to UC by Tribal entities
- Agreements memorializing expectations and guidelines for treatment of remains, for future inadvertent discoveries, and for futural reburials
- Agreements related to maintenance of natural resources on specific UC-owned or controlled sites, as well as provisions for managed access and security
- Agreements memorializing that:
 - Traditional ceremonies and cultural practices can continue to be observed on specific sites
 - Educational, research, and cultural exchange between UC and Tribal partners can take place on specific sites
 - Tribally-led landscape, land pedagogy, and ethnobiological resource stewardship can occur on specific sites

The inventory contains privileged and confidential UC agreements and other materials. Requests for access to the inventory may be sent to provost@ucop.edu.

UC LAND PARCEL INVENTORY PROJECT & MAP

SUMMARY

One of the goals of the UC Tribal Lands Workgroup was to develop new internal resources and tools to facilitate the formation of meaningful partnerships with Native American communities, help address historical injustices around land, and promote responsible and collaborative land use and co-stewardship.

As part of this broader effort, the UC Land Parcel Inventory Project was undertaken. In line with the vision of the workgroup, UC staff developed an [interactive digital map](#) that enables users to visualize UC land holdings alongside Indigenous territories¹ and historical land acquisition records.

MAP USES

The open source UC Land Parcel Inventory application is designed to support informed engagement, transparency, and future access, co-stewardship and reburial agreements across the UC system.

By layering a comprehensive map of UC land holdings with maps of Indigenous territories, historical land cessions, and Morrill Act grants, the platform enables users to:

- Streamline the identification of parcels for access, co-stewardship and reburial discussions.
- Facilitate respectful engagement with Tribal representatives using shared geographic references.
- Support UC systemwide planning rooted in historical, cultural, and stewardship awareness.

Ultimately, the workgroup hopes that this new platform will enhance transparency, strengthen Tribal partnerships, and promote long-term stewardship across the UC system. The workgroup is deeply grateful for the thought partnership of the UC GIS, real estate, and other experts who developed this mapping tool, including the UCOP Integrated Capital Asset Management Program (ICAMP) team, the UCANR Informatics and GIS team, and UCNRS.

USER GUIDE

These layers were imported from a variety of data sources and represent what we believe to be the best available information to date; however, data sources may need to be updated and refined in order to ensure accuracy.

UC Land Parcel Inventory Layer:

- Explore over 3,300 UC-owned parcels, covering more than 80,000 acres across California.
- Click on individual parcels to view Assessor Parcel Number (APN) information, campus association, acreage, and ownership verification status.

¹ Indigenous territories maps were imported from a variety of sources, including [Native Land Digital](#) and the [State of California Native American Heritage Commission's Cultural Basemap](#). They are provided here for informational purposes. The University recognizes these maps may not represent the Tribe's own definitions of their aboriginal lands.

Tribal and Historical Layer Overlays²:

- View Tribal and historical layer overlays, including:
 - Indigenous Territories
 - California Land Cessions
 - Morrill Act Land Grants
 - California Tribes and Cultural Regions

UC Institutional Boundaries Layer Overlays:

- Navigate boundary layers for UC Main Campuses, Natural Reserve System (NRS) sites, and Campus Field Stations.

Regrid Parcel Ownership Layer Overlay:

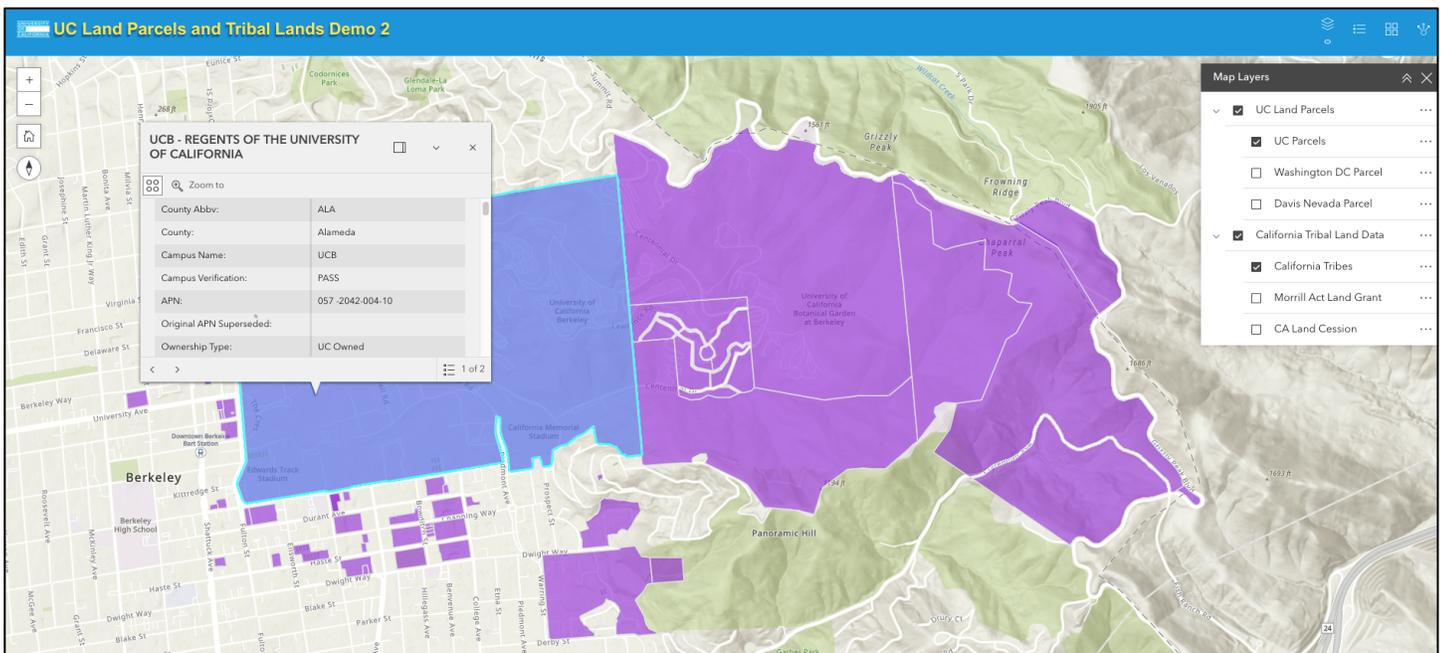
- Research broader ownership patterns beyond the UC-verified inventory using the Regrid third-party data layer.
- Explore comprehensive parcel ownership and boundary data across California, sourced from county assessor records.

Companion Excel Dataset and Parcel Shape Library:

- Analyze detailed parcel information, outside of the map interface using the Companion Excel file for deeper searches, reporting, and prioritization.
- Incorporate the full library of UC parcel shapes into new and existing GIS applications.

Figure 1: UC-Owned Land Parcels Inventory

Illustrative view of UC-owned parcels (highlighted in purple), displaying parcel details including APN, campus association, and ownership status.



² Tribal boundaries displayed in the application are generalized and evolving. They are not definitive legal boundaries and should serve as a starting point for further dialogue and research with Tribal partners.

Figure 2: Tribal Area Overlay (e.g., Ohlone Tribe)

Illustrative view of UC-owned parcels overlaid with the California Tribal Area boundary for the Ohlone Tribe, with links to official resources provided by the State of California Native American Heritage Commission.

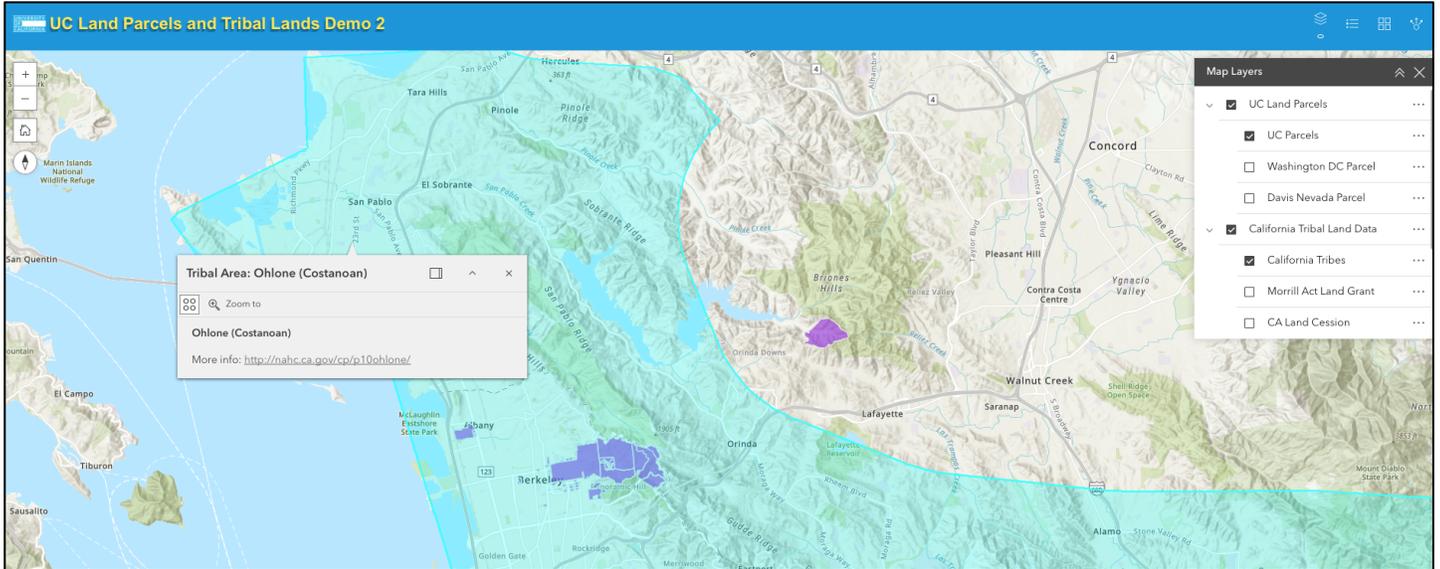
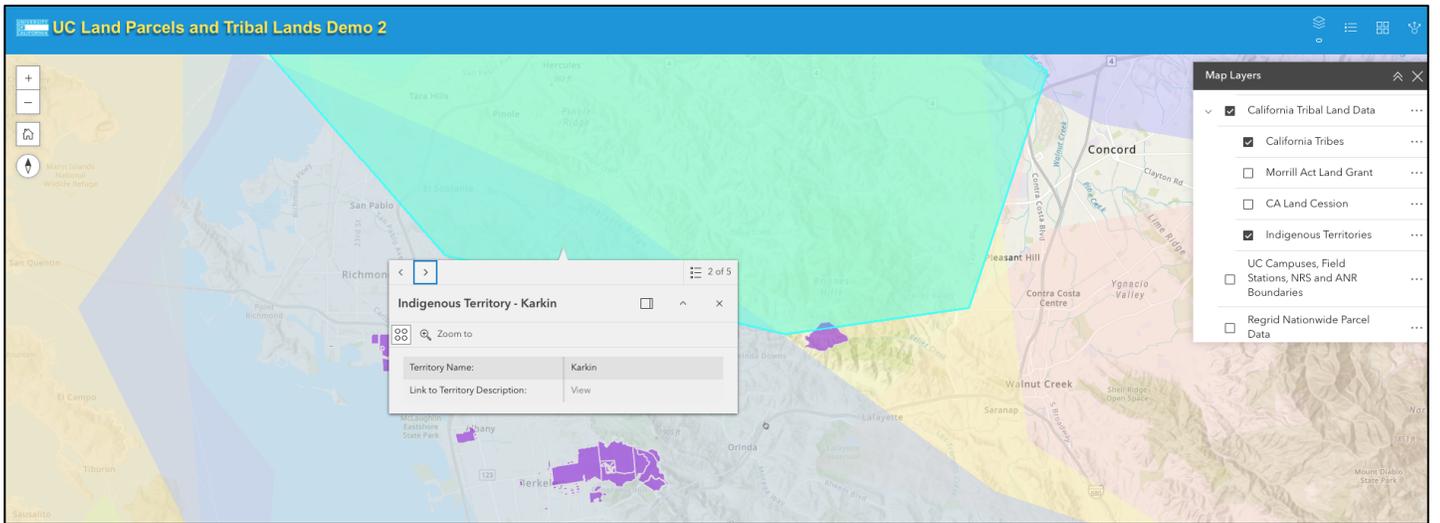


Figure 3: Overlapping Tribal Territories (e.g., Karkin and Ohlone Tribes)

Illustrative view demonstrating how multiple Tribal territories (e.g., Karkin, Ohlone) can overlap geographically, emphasizing the evolving and non-exclusive nature of Indigenous land boundaries.



ABOUT THE WORKGROUP

WORKGROUP CHARGE

In spring 2023, President Drake charged then-Special Advisor Michael Brown with convening the UC Tribal Lands Workgroup, a committee of internal subject matter experts from across the UC system, to examine laws, authorities, policies, and processes related to the University's consultations internally and with Tribal partners on UC land use, access, and co-stewardship.

The President charged the workgroup with developing and assembling the following: (1) an inventory of UC land that maps to historic Tribal land; (2) an inventory of existing systemwide MOUs or other agreements with tribes related to the use of UC land; and (3) a set of proposed principles or guidelines for engaging with tribes about use of UC land.

MEMBERSHIP

Members of the UC Tribal Lands Workgroup were selected to ensure representation across a range of disciplines, and included advisors on Native American Affairs, Indigenous relations, NAGPRA and repatriation, as well as staff specializing in community outreach, real estate, natural resource management, environmental planning, conservation science, research administration, and the law. Members were also chosen to ensure diverse representation across UC campuses, UC's statewide division of Agriculture and Natural Resources (UCANR), UC Cooperative Extension, and the UC Natural Reserve System.

All members of the group and their titles are listed in the subcommittee section below.

SUBCOMMITTEES

Workgroup Subcommittee #1: Tribal Outreach and Engagement Guidance

Workgroup will develop best practice guidelines for engaging with tribes around access, stewardship, and repatriation/reburial issues. Members of the workgroup would examine existing existing consultation guidance for repatriation and develop guidance that outlines what consultation is, best practices for reaching out and/or responding to requests, and guidance on meetings, records, materials, gifts, and logistics. Guidelines would also cover what is legally required and include suggestions for areas where flexibility can be exercised to accommodate Tribal preferences. The deliverable for this workgroup would not be a presidential-level policy, but a 'living' guidance document of principles and best practices.

Members

- Megon Noble – Senior Strategic Advisor and Repatriation Coordinator, UC Davis (Subcommittee Chair)
- Kelly Drumm – Chief of Staff, UC Legal
- Teenie Matlock – Special Adviser to the Chancellor on Indigenous Relations, UC Santa Cruz
- Glenys Echavarri – Systemwide Repatriation Coordinator, UC Office of the President
- Christine Treadway – Assistant Chancellor for Government and Community Relations; Chancellor's Designee on NAGPRA, UC Berkeley
- Meg Murphy – NAGPRA Specialist and Repatriation Coordinator, UC Riverside

- Deborah Ohiomoba – Associate Director, Diversity & Outreach at UCSF
- Garry Mac Pherson – Vice Chancellor for Administrative Services; Chancellor’s Designee on NAGPRA, UC Santa Barbara
- Eva Trujillo – NAGPRA Repatriation Coordinator, UC San Diego
- Stephanie Beechem – Chief of Staff, Academic Affairs, UC Office of the President

Workgroup Subcommittee #2: Delegation of Authority

This workgroup convened to explore questions about what officials and teams within UC have the authority to enter into an agreement with Tribes, in alignment with the President’s delegations of authority, the Regents Bylaws, and Regents Policy.

Members

- David Zonana – Principal Counsel, UC Legal (Subcommittee chair)
- Theresa Maldonado – Vice President, Research & Innovation, UC Office of the President
- Michael Kisgen – Associate Director, UC Natural Reserve System
- Lourdes DeMattos – Director, UCOP Research & Innovation – Research Policy and Coordination (RPAC)
- David Phillips – Associate Vice President, Capital Programs, Energy & Sustainability

Workgroup Subcommittee #3: Tribal Land Use Agreements

Workgroup goal/charge: In cases where Tribal communities seek to pursue an agreement regarding access to or use of UC-controlled lands or facilities, we will compile considerations and examples from existing agreements. These will support the development of new agreements on issues such as land access, stewardship, reburial (related to repatriation), and other land use activities.

Members

- Adina Merenlender, Professor of Cooperative Extension in Conversation Science / ANR (Subcommittee Chair)
- Rebecca Hernandez – Community Archivist, UCSC; former director, UCSC American Indian Resource Center (AIRC)
- Ellen Auriti – Senior Principal Counsel, UC Legal
- Carole Goldberg – Distinguished Research Professor; Jonathan D. Varat Distinguished Professor of Law Emerita, UCLA School of Law
- Lindsey Hashimoto – Principal Environmental Planner, Campus Planning & Sustainability, UC Irvine
- Michelle Villegas-Frazier – Senior Strategic Advisor, Native American and Native Alaskan Affairs, UC Davis
- Steven Mandeville-Gamble – University Librarian & Chancellor’s Designee for NAGPRA, UC Riverside
- David Ackerly – Dean, Rausser College of Natural Resources, UC Berkeley
- Brad Werdick – Chief of Staff, UC Finance
- Deborah Motton – Executive Director, UCOP Research & Innovation – Research Policy and Coordination (RPAC)

APPENDICES

Appendix A. Tribal Land Use Agreement Considerations – Additional example text from previous UC agreements.

1. Title of Agreement

- a) MOU between [UC LOCATION] and [TRIBE] to Be in Collaboration In Relation to Outdoor Spaces and Plants for Tribal Gathering, Teaching and Other Land-Pedagogy Functions
- b) Lease Agreement for [specific site/project].
- c) Facilities Use Agreement for [specific area or facility].

4. Background History

- a) [UC Location] acknowledges its presence on traditional, ancestral lands of [TRIBE] and their ancestors.

5. Definitions

- a) Cultural Resource Management refers to the practices and strategies for preserving sites of historical, spiritual, or ecological significance.

7. Transfer of Custody and Control (*For Reburial Agreements*)

- Describe how physical custody of the remains/artifacts will be handled (e.g., will the UC Location retain physical custody after repatriation until reburial? May UC transfer physical custody to third parties as may be needed to effectuate reburial?).
 - a) Tribe agrees that [UC LOCATION] may transfer physical custody of the Items to any third party, as may be necessary, solely to effectuate reburial at [LOCATION....].
- Outline agreement re: handling of costs, expenses, liability for loss/ damage.
 - a) Effective upon the date of transfer of Ancestral Remains and Funerary Objects from UC to [TRIBE], [TRIBE] agrees that UC shall have no obligation to maintain insurance for any of the Ancestral Remains and Funerary Objects and that [TRIBE] will bear all risk of loss.

9. Access to Lands and property utilization (*For Agreements Involving Stewardship, Ceremonial Use, or Knowledge Sharing*)

- Regarding access to outdoor areas
 - a) [TRIBE] will inform [DESIGNATED UC LOCATION OFFICIAL/POSITION] regarding a request to access the site generally and specifically about any gatherings planned by [TRIBE] at the site. All community gathering requests must be arranged at least [# of days] in advance when possible, to occur during hours specified below....[UC LOCATION] understands that harvesting might require fewer days' notice and will consider making exceptions when practical.
 - b) [UC LOCATION] agrees to permit collection of plant materials on [SPECIFIC SITE NAMED IN AGREEMENT]. Plant material collection will be limited to: a) traditional ethnobiological resources required for conduct of traditional practices including, but not limited to use for traditional foods, medicines, ceremonies, crafts and construction; b) collections for scientific

research; c) collections for and about education or interpretation of the natural and cultural resources at [SPECIFIC SITE NAMES IN AGREEMENT].

- Consider whether there is a need to specifically define activities that are NOT authorized under a land access agreement
 - a) Restricted activities/unacceptable uses for the Property include but are not limited to: a) Prescribed Burning/Broadcast Burning/Pile Burning or other intentional ignitions (restricted). Although cultural, prescribed and other types of burning may be associated with [permissible activities listed in another part of the Agreement], under no circumstances are they to be conducted on the Property without prior written approval from [UC LOCATION AUTHORITY]; b) Operation of Heavy Equipment/Machinery....; (c); Visitors to the site who are not directly involved with Permittee (requires approval); (d) Excessive noise....(e) Alcohol, cigarettes (or other smoked substances), and any illicit drugs are not permitted on the premises, with the exclusion of ceremonial purposes.

10. Cultural Knowledge Sharing

- a) [UC LOCATION] will engage [TRIBE(s)] for input in developing relevant outdoor sites with culturally appropriate landscape materials. [UC LOCATION] will meaningfully consider suggestions from [TRIBE(s)] regarding culturally appropriate and respectful language in developing sites and identifying plants.....While [UC LOCATION] will engage in meaningful discussions with [TRIBES], and will seek [TRIBE]'s input as provided for in this MOU, [UC LOCATION] reserves its rights to make decisions regarding its sites and facilities.
- b) [UC LOCATION] acknowledges the importance of [TRIBE]'s traditional knowledge for the past, present and future relationship to the land and outdoor spaces and welcomes involvement of [TRIBE]'s scholars and Tribal members in research and development of land-based pedagogy and education programs.
- c) [UC LOCATION] agrees to provide [TRIBE] access to [SPECIFIC NAMED SITE] to foster traditional practices, research, and educational opportunities....and to consult as appropriate with [TRIBE] respecting [TRIBE]'s perspectives and beliefs concerning its traditional cultural practices, spiritual beliefs, oral histories, and efforts to regain traditional Tribal knowledge that was lost as a result of the Mission system, subsequent Mexican rule, and American colonialism.”
- d) [TRIBE] agrees to provide public interpretation and education in cooperation with [UC LOCATION] concerning natural and cultural resources of [SPECIFIC NAMED SITE], with a focus on [TRIBE] values and their implications regarding the human condition from a scientific and educational perspective.

8. Reburial Process (For Reburial Agreements)

- Identify the process for allowing access for ceremonial or religious uses (times, approval processes, easements, accessibility issues).
 - a) As a state entity, [UC LOCATION] neither objects to, nor endorses any religious or ceremonial rituals that may be performed.

13. Collaborative Elements

[TRIBE] and guests of [TRIBE] are allowed to gather limited plant materials (in discretion of [UC LOCATION]), from [SPECIFIC SITE NAMED IN AGREEMENT], so long as persons gathering are on a list...and approved through attendance at a workshop led by [TRIBE]. Permission to gather must be obtained from [DESIGNATED OFFICIAL]. It is up to [TRIBE] to educate guests who wish to gather plant materials about the boundaries of the agreed upon

area and that they must abide by the terms in [SECTION OF AGREEMENT].

14. Costs and Financial Responsibilities

- a) The UC will assume the costs of the reburial of Ancestral Remains including costs associated with contracting archaeological monitors to oversee the excavation of the burial pit and completing and filing of the Site Forms with the Department of Parks and Recreations, digging the burial pit and [UC LOCATION] staff time. [TRIBE] will assume its own costs associated with this Reburial Agreement, including but not limited to its participation in preparation activities, the reburial or any related ceremonies, travel, accommodations, or events outside the scope of work.

19. Liability and Indemnification

- a) [TRIBE] will reimburse [UC LOCATION] for any and all damage caused to buildings, grounds, facilities, and/or equipment that results from their use.
- b) Parties agree that [TRIBE], its agents and employees, are not agents or employees of [UC LOCATION] and will not represent themselves as such. [TRIBE] will be solely responsible and will assume full responsibility for the actions and omissions of its agents and employees when using [UC LOCATION] sites, facilities or equipment.
- c) [TRIBE] will comply with all applicable federal, state and local laws and regulations and UC policies in addition to City, County and State guidelines.
- d) Nothing contained in this Reburial Agreement shall be construed to entitle [TRIBE] or any other person or entity to bring any action against the UC or [TRIBE], individually or collectively, for any injury to or change to the Site resulting from causes beyond their control, including without limitation, fire, flood, storms, earthquakes, and earth movement, or from any prudent action taken by the UC or [TRIBE] or any of its representatives under emergency conditions to prevent, abate, or mitigate significant injury to the Site or Property. It is the intention of the Parties that no additional risk or liability is assumed by the UC or [TRIBE] for property damage from any act, omission, condition, or other matter related to or occurring on or about the Site. As such, [TRIBE] agrees that the UC shall have no obligation to defend or hold harmless [TRIBE], or its members, directors, officers, heirs, agents, employees, representatives or successors or assigns from or against liabilities, penalties, costs, losses, damages, expenses, claims, causes of action, demands or judgments, including without limitation, attorneys' fees arising from or in connection with this Reburial Agreement. Likewise, the UC agrees that [TRIBE] shall have no obligation to defend or hold harmless the UC, or its members, directors, officers, heirs, agents, employees, representatives or successors or assigns from or against liabilities, penalties, costs, losses, damages, expenses, claims, causes of action, demands or judgments, including without limitation, attorneys' fees arising from or in connection with this Reburial Agreement.



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