AGREEMENT-IN-PRINCIPLE

BETWEEN

THE SHOSHONE-BANNOCK TRIBES

AND

THE UNITED STATES DEPARTMENT OF ENERGY

December 18, 2012

AGREEMENT-IN-PRINCIPLE
BETWEEN THE SHOSHONE-BANNOCK TRIBES
AND THE
UNITED STATES DEPARTMENT OF ENERGY

THIS AGREEMENT-IN-PRINCIPLE (this "Agreement") is entered into between the Shoshone-Bannock Tribes of the Fort Hall Indian Reservation ("Tribes") and the United States Department of Energy (DOE). The Tribes and DOE agree that it is mutually beneficial to continue and improve upon the government-to-government relationship that is founded upon the Fort Bridger Treaty of July 3, 1868, 15 Stat. 673 (the "Treaty"), and which has evolved under a Working Agreement formalized between the parties on September 29, 1992, and a series of Agreements-in-Principle ("AIPs") dated August 6, 1998; September 27, 2000; December 10, 2002; and December 3, 2007. This Agreement supersedes the Working Agreement of September 29, 1992, and all previous AIPs referenced above and further defines a working relationship between the Tribes and DOE. This Agreement has no effect on or applicability to the Naval Reactor Facility activities.

1. PURPOSE AND INTRODUCTION

This Agreement reflects an understanding and commitment between the Tribes and DOE to increase the Tribes' level of assurance that activities being conducted at the Idaho National Laboratory (INL) site protect the health, safety, environment, and cultural resources and address Tribal interests in DOE administered programs. This Agreement is applicable to actions and operations of DOE and its contractors on the lands of the INL that affect original ancestral territory and Tribal lands. DOE agrees to facilitate, to the extent practicable, Tribal interface with other federal agencies regarding actions and operations of such agencies on INL and other DOE lands that affect original ancestral territory and Tribal lands. It is recognized that there are terms unique in their application to this Agreement, and those terms are defined in Attachment 1.

This Agreement is designed to promote increased interaction, understanding, and cooperation on issues of mutual concern. DOE acknowledges its trust responsibility to the Tribes and will strive to fulfill this responsibility through this Agreement, DOE American Indian and Alaska Native Tribal Government Policy and other American Indian program initiatives.

The Tribes are a sovereign government obligated to protect individual and communal interest, both on and off the Reservation, as the successors-in-interest to Indian signatories to the Treaty. Accordingly, the Tribes have the responsibility to protect the health, welfare, and safety of their members, the Tribal homelands, and the environment and cultural resources of the Tribes. The Treaty secured the Fort Hall Indian Reservation (the "Reservation") for the Shoshone and Bannock peoples; and the Reservation, original ancestral territories, and ceded areas (collectively, the "Tribal homelands") are the cultural, political, and economic center of the Tribes and are essential to their survival. DOE recognizes the existence of the Tribes' Treaty rights and interests and is committed to identifying, assessing, limiting, and mitigating impacts of the INL activities on, at, or related to INL, that are under DOE control, which affect areas covered by the Tribes' Treaty rights, including both unoccupied and Reservation lands.

Therefore, activities on, at, or related to the INL shall prevent endangering the unoccupied lands and Reservation lands of the Tribes', and not impair the Tribes' ability to protect the health, welfare, and safety of the Reservation residents and/or the environment and cultural resources of the Tribes.

Article 4 of the Treaty reserved unto the Tribes and their members hunting, fishing, and gathering rights on unoccupied lands of the United States. The parties recognized that the rights provided by the Treaty extend to areas in Idaho and other states, including but not limited to the Salmon River and Snake River regions which may be affected by activities on, at or related to the INL. These guaranteed Treaty rights are of paramount importance to the Tribes, and support their subsistence and culture. Therefore, the ecosystem in these areas must be protected and to the extent possible, remain productive. The land withdrawal of the INL lands for DOE activities and subsequent declarations have identified the INL as occupied lands. The parties agree that in the event the occupied status of any INL lands may change during the term of this Agreement, DOE will consult with the Tribes regarding the application and exercise of Tribal treaty rights on those lands. Consultation would follow a progressive process that includes: 1) notifications and discussions at a working level; 2) technical briefings and discussions to mitigate impacts and effects; and 3) where required or necessary to resolve disputes, a formal government-to-government consultation between the Tribal Council and the DOE-Idaho Operations Office Manager.

DOE has the primary responsibility to assure that the health and safety of the public are protected from hazards associated with the activities on, at, or related to INL activities. It is the policy of DOE to meet all applicable health, safety, environmental, and transportation standards. DOE will maintain radiation exposures to workers and the public as low as reasonably achievable (ALARA).

DOE also has the responsibility to protect and manage the natural and cultural resources within its jurisdiction. As stewards of INL lands, DOE strives to protect the natural and cultural resources consistent with the principles of ecosystem management and resource protection, in accordance with the applicable federal laws, regulations, policies, and executive orders. The Tribes are an important resource to help DOE achieve those goals.

2. PROGRAM IMPLEMENTATION

DOE and the Tribes recognize that the effectiveness of this Agreement rests upon a commitment by both parties to implement the provisions described within this document. DOE and the Tribes will each develop a Program Implementation Plan (PIP) for their respective organizations within ninety (90) days of signing this Agreement. The Tribes' interests in the AIP will be administered by the Tribal/DOE AIP Program Director. The Director agrees to provide to DOE an accounting of DOE funding authorized and obligated under Cooperative Agreement. The Director will report to the Fort Hall Business Council (the "Council") concerning program/project performance and accomplishments.

Implementation may require that Tribal specialists and/or consultants review the reports and such specialists or consultants will be retained by the Tribes with funds from the Cooperative

Agreement associated with this Agreement. The Tribes will ensure that specialists and/or consultants retained with Cooperative Agreement funds are appropriately qualified for the work to be performed and that their rates are competitive or otherwise justified as fair and reasonable. Tribal hiring practices shall be followed. Reports generated by the specialists and/or consultants retained with Cooperative Agreement funds will be provided to the DOE within thirty (30) days of receipt by the Tribes. If any report is marked confidential, sensitive, proprietary, or Tribal classified matters, DOE agrees to treat such report as confidential and will not disclose such report without the Tribes' written consent.

The Tribes may independently coordinate and collaborate with INL Oversight Program or other DOE oversight groups or organizations as desired to establish or maintain dialogue between the Tribes and the State to obtain environmental monitoring information and/or other information that has the potential to affect known Tribal interests. DOE representatives will facilitate implementation by assisting the Tribes in securing surveillance and other related environmental monitoring information that is or may become available.

A reciprocal, open, and sincere exchange of information is necessary to satisfactorily discharge DOE and Tribal commitments pursuant to this Agreement. The Tribal/DOE AIP Program Director (Director) will work as a liaison between the Tribes and DOE. The Director will actively communicate information developed under this Agreement to the Council and the Tribal membership. The Director will have primary responsibility for ensuring communicating and promoting Tribal involvement in DOE activities and programs. The Director must also understand and represent Tribal interests to DOE and groups, boards, and committees related to DOE activities. The Tribes may appoint Tribal representatives, other than the Director to represent Tribal interests identified under this Agreement. Furthermore, the Director is expected to function as the primary Tribal Advocate to DOE and to assure Tribal interests are presented and addressed. Meaningful involvement can only occur if the interested/affected population has adequate knowledge about the issues of concern.

The DOE American Indian Program Manager (DOE Program Manager) will provide information to the Tribes, in coordination with the Tribal/DOE Program Director, to support activities and functions. Additionally, the DOE Program Manager will promote Tribal interests, educate, and provide guidance for DOE personnel with regard to the DOE American Indian and Alaskan Native Tribal Government Policy and the contents of this Agreement. This will also include communicating information on the Tribes' concerns to DOE Headquarters (DOE-HQ.) This does not preclude the Tribes from directly communicating with DOE-HQ. The DOE Program Manager will also identify available INL resources in support of mutually agreed upon initiatives and oversee and encourage INL efforts by continuing regular interaction with the designated INL Tribal relations point of contact.

In addition, The DOE Program Manager may also be requested to assist the Tribes on matters within DOE's purview, but outside the scope of the Agreement. This may include facilitation between the Tribes and any DOE contractor, organization, or DOE-HQ.

3. ENVIRONMENTAL MANAGEMENT PARTICIPATION

DOE is responsible for cleaning up the legacy of radioactive and chemically hazardous waste at the INL, preventing further environmental contamination, undertaking environmental restoration, and instituting responsible environmental management, including long term stewardship planning and implementation. DOE prepares environmental management plans to identify, integrate, and prioritize compliance and cleanup activities at the INL and other nuclear facilities and sites, and facilitate budget requests to Congress. The environmental management process and planning relate to the development and implementation of several DOE activities, including but not limited to the following areas: environmental restoration, waste management, decontamination and decommissioning, facility transition, technology development, long term stewardship, and transportation and storage of waste.

The Tribes are the primarily affected tribe with respect to DOE and INL plans and activities, and have a role in DOE's planning and implementation process for environmental restoration, long term stewardship, waste management, and other DOE/INL current and future missions.

The Tribes agree to perform the following tasks in support of the development of the INL plans:

A. Attend and participate as a member in Tribal Working Groups, DOE's INL Environmental Management Citizens Advisory Board (CAB), the State and Tribal Government Working Group (STGWG), the Natural Resources Trustees Council under CERCLA, and other related environmental management meetings, committees and boards which may be formed or scheduled;

B. Provide written comments and identify concerns to DOE on DOE environmental management documents, reports and implementation within agreed upon time frames;

C. Provide opportunities for DOE and contractor representatives to make presentations to the Council, Tribal personnel, and the Tribal membership regarding Environmental Management (EM) and Nuclear Energy (NE) or other related activities;

D. Provide opportunities for DOE and the Council to participate in Government to Government consultation, when needed or requested, to make good faith efforts to resolve issues of concern in a timely matter;

E. Participate in planning groups or meetings concerning the future site uses, changing missions, and land uses of INL and provide substantive input on the alternatives proposed;

F. Participate in the EM regulatory planning process, where appropriate, including review of proposed environmental restoration and waste management activities at the INL, actions proposed under the Federal Facilities Agreement and Consent Order (FFACO), and other relevant activities at the INL.

G. Provide comments on technologies and research developed for EM restoration and cleanup activities and nuclear energy restoration and clean up activities.

DOE will provide scheduled briefings regarding the EM regulatory planning process and negotiations of enforceable agreements, including review of proposed environmental restoration and waste management activities at the INL, actions proposed under the FFACO, and other relevant activities at the INL.

4. NATIONAL ENVIRONMENTAL POLICY ACT (NEPA) PROGRAM INVOLVEMENT

DOE will involve the Tribes in the NEPA process during the analysis and document preparation stages so that meaningful Tribal input can be incorporated into the draft documents. DOE will offer presentations or briefings for Tribal audiences for those NEPA activities that may affect the Tribes and will facilitate the interface with DOE-HQ. The Tribes will be participants in the normal public process leading to issuance of final Environmental Assessments (EA) and Environmental Impact Statements (EISs). DOE may, at its discretion, hold public meetings at the Tribes' request for EISs on the Fort Hall Indian Reservation for those proposed actions that invoke significant interest or have the potential to directly impact the Tribes. DOE will send the Tribes its annual NEPA Planning Summary each January. This will enable the Tribes to request further information and schedule reviews or consultation. For draft EAs concerning proposed actions that may affect the Tribes, DOE will offer the Tribes a thirty (30) day comment period. DOE will consider any comments received in a timely fashion, prior to final NEPA documentation. DOE will respond to and make a good faith effort to address Tribal concerns through communication with the Tribal/DOE Director or Tribal designee.

The Tribes will strive to provide timely input that constitutes the official Tribal position through the Tribal/DOE Program Director, who will coordinate such position with the Council through the Tribal governmental process. The Tribes agree to participate in NEPA program activities and provide timely critical information required by DOE in order to conduct valid and accurate assessments of potential impacts and Tribal concerns.

5. ENVIRONMENTAL MONITORING PROGRAM INVOLVEMENT

Because of the proximity of the Reservation to the INL, the Tribes are interested in the direct effects of the INL and its activities on the health and safety of their people. The Tribes are concerned about background characterization and environmental contaminant levels in the air, water (surface and groundwater), and soils regimes located between the INL and the Reservation, including the transportation corridors within the Reservation. They are also concerned about the INL's effects on the ecosystem. To address and meet these concerns, DOE will do the following:

A. DOE will work in cooperation with the Tribes on the sharing of varying types of environmental monitoring data related to the INL;

B. DOE will provide published quarterly and annual routine environmental surveillance reports to the Tribes;

C. Other environmental monitoring reports will be provided to the Tribes at their request;

D. DOE will work with the Tribes to identify available reports; and

E. DOE will provide opportunities to the Tribes and Tribal/DOE staff to observe, participate, and collaborate in the environmental surveillance programs at the INL.

Following review of the published reports, the Tribes, their specialists, or their consultants may request specific additional information on environmental surveillance or effluent monitoring by independent entities (e.g., USGS, INL or DOE contractors, and DOE). DOE will ensure that the Tribes or their specialists or consultants have access to any existing appropriate information.

If, upon evaluation, the Tribes determine that additional background sampling and/or environmental surveillance of water, soil, and air for any hazardous or radioactive contaminant is needed to effectively assess any impacts of the INL on the Reservation or regional ecosystems, DOE will enter into good faith discussions with the Tribes to try to resolve their concerns. The Tribes may choose to collect baseline data on hazardous contaminant and/or radiation levels on or near the Reservation or any unoccupied lands, for the purposes of determining both background levels and any elevated levels that may result from other INL activities, identifying impacts associated with transportation of radioactive or hazardous materials, and assessing the need for the Tribes' continued monitoring efforts.

DOE will continue to fully support the maintenance and operation of an Environmental Monitoring Station (EMS) on the Reservation by committing Cooperative Agreement funds and other technical assistance, and supporting the partnership between the Tribes, the INL State Oversight Program, and the National Oceanic and Atmospheric Administration (NOAA). This includes the necessary accommodations to access the existing State/NOAA/INL monitoring network in accordance with DOE security requirements.

DOE will, as resources permit, support the development and implementation of a geographic information system (GIS) as a functional tool for accomplishing the objectives identified in this Agreement.

6. RELEASE REPORTING

DOE will provide the Tribes with data collected and reported to State and Federal Agencies on routine releases of air pollutants, and hazardous and radioactive substances for compliance with the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), Superfund Amendments and Reauthorization Act (SARA), and the Clean Air Act. DOE will provide copies of the annual National Emission Standards for Hazardous Air Pollutants (NESHAP) radioactive emissions report and the INL Consolidate Air Emissions Inventory to the Tribes. Other release reports under the Clean Air Act will be provided to the Tribes at their request.

Unless earlier notification is appropriate under the circumstances or otherwise required by applicable laws, regulations, permits, or DOE Orders, DOE will notify the Tribal/DOE Director and Department of Public Safety, or such other representatives as may be designated by the Tribes. In the case of an emergency release, DOE will notify the Tribes as soon as possible but at least within 24 hours. Otherwise, notification will be accomplished within 48 hours of knowledge of, (a) any release of a hazardous substance, pollutant, contaminant, or radioactive material at the INL site which exceeds applicable regulations, standards, or permit conditions, or (b) any other unplanned release to the environment reported by DOE to any external regulatory or media for informational purposes.

Notwithstanding the preceding paragraph, DOE will ensure notification of the designated Tribal representatives immediately in the event of any release of a hazardous substance, pollutant, contaminant, or radioactive material involving shipments of hazardous or radioactive substances to or from the INL that may present an imminent and substantial danger to the health or welfare of the Tribes. Additionally, DOE will notify the designated Tribal representative of a release into the environment of hazardous substance, pollutant, contaminant, or radioactive material, or any natural emergency/disaster that occurs on the INL that may present an imminent and substantial danger to the health or welfare of the Tribes.

Guidelines for notification for all non-routine releases and transportation accidents shall be applicable DOE Orders, the EPA Protective Action Guides for Radionuclides, and CERCLA Section 103 and SARA Section 304 for reportable hazardous substances.

After any 'non-routine release as described above, DOE will, at the Tribes' request, hold a debriefing session with the designated Tribal representatives.

If a DOE-related transportation accident occurs on the Reservation, or a DOE related non-routine release or accident occurs off the Reservation which has been determined to affect the Reservation, DOE shall undertake all remedial action required by law, and ensure adequate follow-up environmental surveillance to determine the levels of contaminants and provide this information to the Tribes and their consultants.

7. EMERGENCY MANAGEMENT

The Tribes and DOE agree to meet on a regular basis, and also with the State of Idaho, to ensure open communications and understanding of DOE's Emergency Operations Plan and actions taken in times of chemical or radiological releases for the protection of the public, the environment, and homeland security. DOE will provide timely communication to the Tribes in the event of a chemical, radiological release, or natural emergency situations to ensure that the Tribes have maximum practical time for emergency response and preparedness. The Tribes and DOE agree that Tribal emergency responders and personnel must have proper training on DOE/INL-related types of potential chemical and radiological releases, have training on how to respond to such releases, and be adequately prepared to respond to a radiological transportation incident occurring on the Reservation.

The Tribes recognize that DOE has already provided significant training to them, and DOE will continue to work with the Tribes to ensure that they have and maintain their capability to respond to transportation and other emergencies. DOE will provide sufficient additional training and timely information in order for the Tribes to maintain an up-to-date Hazard Analysis and current emergency operations plan for the Reservation. DOE will work with the Tribes to promote Tribal capabilities for transportation emergencies preparedness, including assistance in identifying non-DOE sources of funding to support emergency response.

The Tribes will maintain the TRANSCOM system and be provided access to INL VIZ (NOAA developed software system that displays meteorological data and release dispersion modeling), as they are vital components of the DOE Emergency Operations Center. The Tribes also agree to maintain emergency response equipment and a standard of proficiency to ensure an adequate response capability.

8. PROTECTION OF CULTURAL RESOURCES

The INL is located on Federal land, which is recognized as part of the original ancestral territory of the Tribes, and contains Native American Indian cultural resources. Neither the Tribes nor DOE wish to disturb these resources, but both recognize that cultural resources may be affected during the course of activities on the INL. Protection of these cultural resources, access to sacred sites and sites of traditional use, and repatriation of Native American Indian human remains and associated cultural items are of paramount importance to the Tribes and DOE. As stewards of the resources on the INL, DOE has a trust responsibility to the Tribes in the management of Native American Indian cultural resources on INL property and for compliance with cultural resource laws and regulations, executive orders and DOE policy. DOE agrees to continue coordination and consultation with the Tribes in their compliance responsibilities with the laws and regulations, executive orders and memoranda, policies, and DOE Orders. DOE agrees to continue the development of a relationship of trust and openness with the Tribes.

DOE will comply with all applicable federal laws and policies, including but not limited to: The National Historic Preservation Act (NHPA), Native American Graves Protection and Repatriation Act (NAGPRA), Archeological Resources Protection Act (ARPA), American Indian Religious Freedom Act (AIRFA), the DOE American Indian and Alaska Native Tribal Government Policy, Executive Orders and Memoranda, and the DOE Cultural Resource Policy and DOE Orders dealing with the protection of cultural resources as defined.

DOE understands the Tribes' position that cultural resources include, but are not limited to, natural resources, sacred sites, traditional cultural properties, camps, burial area's and associated funerary objects, and other items of Tribal cultural patrimony. DOE further understands that objects of religious, traditional, or historic importance to the Tribes include traditional plants, wildlife, and landscapes. When the DOE or its contractors undertake any survey, study, testing, removal, or excavation of cultural resources on the INL site that has the potential to disturb any of those cultural resources, the DOE will notify the Tribes. DOE will involve the Tribes by providing access, opportunities for participation in project planning, and determining affects to the resource except where Tribal involvement is precluded for national security reasons. DOE will provide the Tribes reasonable opportunity and adequate time frames to comment and

respond to the undertaking. DOE also agrees to engage in government to government, Section 106 of NHPA, or other applicable consultation where required by applicable federal laws, regulations, Presidential Executive Orders and Memorandum, DOE Policies, and DOE Orders. Further, compliance with Section 106 of the NHPA requires DOE to take into account the effects of the federal undertaking on any historic property or historic resource as defined in Section 301 of the NHPA. The Tribes agree to provide to the DOE any information regarding INL sites of known cultural significance.

DOE and the Tribes will use the INL draft cultural resources consultation procedures as a guide and starting point, not as a substitute, for achieving the consultation requirements of applicable federal laws, regulations, orders, and policies.

The Tribes will provide timely response to DOE, within thirty (30) days or as otherwise agreed, regarding the NHPA Section 106 process reviews for federal undertakings on the INL. Final reports of any such studies, surveys, testing, excavation, or removals of cultural resources will be provided to the Tribes.

In the event that human remains or burial sites are inadvertently discovered, accidentally exposed, or potentially threatened the Tribes will be contacted immediately and consultation, as outlined in the draft cultural resources consultation procedures will be initiated.

DOE agrees that Tribal representatives will be permitted to view any discoveries or remains and cultural artifacts, will be authorized to do site inspections of any archeological discovery or excavation, and will be permitted to be present during any archeological excavation, survey, study, or testing on the INL site.

The 1994 Memorandum of Understanding between the Tribes and DOE regarding access to the Middle Butte area will continue to be in effect. In addition, DOE will negotiate in good faith with the Tribes concerning Tribal access to other undeveloped areas of the INL. Access for cultural or religious purposes for Tribal members will be considered and accommodated on a case-by-case basis. Health, safety, and security may be issues for consideration in granting access.

The Tribes, DOE, and DOE contractors shall not release, or allow the release of, any information pertaining to the exact location of any Native American Indian burial sites, archeological sites, or significant sites identified as Native American Indian to the public, unless required by law or legal authority. The Tribes will maintain documents in a manner which prevents release to unauthorized individuals. DOE will coordinate with the Tribes prior to approving, for external publication, any documents that have been prepared as a result of the study, analysis, research, or other work done under the direction and control of DOE, on or in relation to Native American Indian human remains or archeological resources on or from the INL. Publication of work done on archeological resources under curation will be as set forth in the curation agreement with the Idaho Museum of Natural History. For DOE controlled publications that concern Tribal cultural matters, DOE will provide for Tribal review and comment prior to publication, and DOE will make a good faith effort to ensure that the sensitivity and safety of all materials are not compromised. In the event that the Tribes disagree with portrayal of Tribal cultural matters in a

DOE-controlled publication, DOE will provide for inclusion of a Tribal historical position in such publication. All parties will maintain documents in a manner which prevents the release of sensitive cultural resource information to unauthorized individuals.

DOE and the Tribes, in coordination with the Management and Operations contractor, will finalize and implement a cultural resources management plan which outlines procedures to ensure appropriate management, consultation, and protection of Native American Indian human remains, sacred sites, archeological sites, and other cultural resource issues.

9. RISK ASSESSMENT OR HEALTH STUDIES

Residents of the Reservation shall be considered in all regional health and environmental risk assessments conducted by DOE, its contractors or subcontractors, that encompass areas near or affecting the Reservation, and results of the studies, both preliminary and final, shall be presented to the Tribes.

10. TRIBAL SELF-SUFFICIENCY

DOE is committed to working with the Tribes in a variety of areas to enhance Tribal efforts in their career pursuits, and will assist the Tribes in their educational development initiatives to maintain self-sufficiency and economic well-being. DOE will provide guidance, mentoring, and other support through technical assistance programs to Tribal students and other Tribal members in their career pursuits, and will assist the Tribes in their educational development initiatives.

DOE will work with the Tribes to help Tribal members become aware of employment opportunities at the INL and of the knowledge and skills they must acquire in order to qualify for employment. DOE, its contractors, and subcontractors will provide notice to the Tribes, through notice to the Tribal Employment Rights Ordinance (TERO) Office and publication in the Sho-Ban News, of employment opportunities; and DOE and its contractors will consider Tribal member applications in accordance with applicable preference and equal opportunity policies, laws, and regulations. Representatives from the INL will visit the Reservation periodically to brief Tribal members on job opportunities and assist them in preparing applications and other required documents.

DOE agrees to hold annual meetings between Tribal officials and representatives from DOE and the INL contractors and subcontractors to discuss opportunities for small business contracts. In addition, DOE will brief Tribal representatives on the INL Community Assistance Program and provide assistance to the Tribes to the extent allowed by the Stevenson-Wydler Technology Innovation Act.

11. PROMOTING TWO-WAY INTERACTION, UNDERSTANDING, AND COOPERATION

DOE and the Tribes mutually agree to work toward the promotion of mutual understanding of each other's duties and responsibilities for the benefit of DOE Operations, activities, and public; and to benefit the Tribes' sovereignty, treaty rights, and protection of its membership and public.

12. ACCESS TO DOE AND CONTRACTOR PERSONNEL AND FACILITIES

In implementing this Agreement, the Tribes' representative should generally contact the DOE Program Manager or the Director for Communications. In those cases where working relationships/lines of communication have been established, coordination between those parties is acceptable. Tribal/DOE Program Director and the DOE Program Manager shall be consulted regarding any agreement or significant .communication between DOE and Tribal personnel, unless otherwise provided in this Agreement.

Any necessary or desired contact between Tribal personnel and DOE contractor personnel and facilities will generally be arranged through DOE. In some cases, where lines of communication have been established between the Tribes and contactor governmental relations or technical personnel, direct contact is acceptable, provided no additional costs result.

To enter the INL or any DOE or INL contractor controlled facilities, Tribal personnel must comply with DOE badging and security requirements as arranged through the DOE Program Manager. Entry to some facilities or portions of facilities may be precluded because of safety or security requirements. Entry to certain areas may require specific safety training. DOE or its contractors will provide any specific safety training required for entry.

13. CONTROLLED DOCUMENTS

None of various provisions of this Agreement shall be construed as providing for the release of reports or other information designated as "Classified" or "Unclassified Controlled Nuclear Information" (UCNI) to the Tribes, or waiving any other security requirements. Classified information includes National Security Information (10 CFR Part 1045) and Restricted Data (10 CFR Part 1016). Unclassified Controlled Nuclear Information is described in 10 CFR Ch. X, Part 1017. In the event that information requested under the provisions of this Agreement is determined by DOE to be exempt from disclosure under the Freedom of Information Act, providing the information is not Classified or UCNI, is not controlled by the Privacy Act, and does not contain proprietary information or intellectual property information, DOE may, to the extent authorized by law, provide such information to the Tribes upon receipt of the Tribes' written assurance that the Tribes will maintain the confidentiality of such information.

14. RESOURCES

DOE will provide financial assistance to the Tribes for the purpose of carrying out the provisions of this Agreement, provided the U.S. Office of Management and Budget and Congress approve funding requests. The financial assistance will be provided through Cooperative Agreement DE-FC07-03ID14443 (or succeeding agreements) consistent with DOE financial assistance rules set forth in 10 CFR Subchapter H, Part 600. The Tribes' obligations to perform under this Agreement are contingent upon adequate funding by DOE. All funds provided to the Tribes are Federal funds to be administered exclusively by the Tribes consistent with the provisions of the Cooperative Agreement. No provision herein shall be interpreted to require obligation or payment of funds in violation of the Antideficiency Act, 31 U.S.C. Sec. 1341.

15. AMENDMENTS AND TERMINATION

This Agreement shall continue in effect from the date of execution for a five (5) year term, and may be modified as mutually agreed. This Agreement shall only be amended or terminated by the written mutual agreement of both parties; provided, however, that DOE funding obligations under this Agreement may be suspended or terminated by DOE, in whole or in part, if DOE determines in accordance with applicable laws and regulations that the Tribes are not in compliance with the terms and conditions of the Cooperative Agreement or in the event that appropriations are not available.

FOR THE SHOSHONE-BANNOCK TRIBES:

Signed:

Nathan Small, Chairman
Fort Hall Business Council

Date: 12/18/20

FOR THE U.S. DEPARTMENT OF ENERGY:

Signed:

Richard B. Provencher, Manager
Idaho Operations Office

Dated: 12/18/12

Terms Defined

1. Original Ancestral Territory - Those lands or areas historically and traditionally occupied, frequented or used by a specific group or Tribe to live or subsist.

2. Ceded Lands - Lands, which are granted, relinquished, assigned, transferred, typically by Treaty. Ceded territories are those lands formerly occupied by Indians that were relinquished to the U.S. government during the Treaty process.

3. Consult (Consultation) - Consultation includes, but is not limited to, prior to taking any action with potential impact upon American Indian and Alaska Native nations, providing for mutually agreed protocols for timely communication, coordination, cooperation, and collaboration to determine the impact on traditional and cultural life ways, natural resources, treaty and other federally reserved rights involving appropriate Tribal officials and representatives throughout the decision-making process, including final decision-making and action implementation as allowed by law, consistent with a government-to-government relationship. For purposes of this Agreement, the consultation process includes: 1) notifications and discussions at a working level; 2) technical briefings and discussions to mitigate impacts and effects; and 3) where required or necessary to resolve disputes, formal government-to-government consultation between the Tribal Council and the DOE-Idaho Operations Office Manager.

4. Cultural Resources - For the purposes of this Agreement cultural resources include, but are not limited to: archaeological materials (artifacts) and sites dating to the prehistoric, historic, and ethno historic periods that are located on the ground surface or are buried beneath it, natural resources, sacred objects, and sacred sites that have importance for American Indian and Alaska Native peoples; resources that the American Indian and Alaska Native nations regard as supportive to their cultural and traditional life ways.

5. Historic Properties or Historic Resources - Any prehistoric or historic district, site, building, structure, or objects included in, or eligible for inclusion on the National Register, including artifacts, records, and material remains related to such a property or resource. 16 U.S.C. § 470w(5).

6. Government-to-Government - This relationship acknowledges Tribal governments as sovereign entities with primary authority for the protection of the health, safety, and welfare of their citizens. Status as a sovereign nation requires the federal government to interact with tribal governments on an official basis, one government to another. Government-to-government also recognizes a Tribe's right to self-government and self-determination.

7. Reservation Lands - Reservations are established by treaty and specifically sets aside a geographic area for exclusive occupation by a Tribe or Band of Indian people.

8. Trust (Responsibility) - Trust Responsibility includes, but is not limited to: promotion and protection of Tribal Treaty rights, federally recognized interests of the beneficiary American Indian and Alaska Native nations; determining, documenting, notifying, and interacting with tribal governments with regard to the impact of Departmental programs, policies, and regulations to protect American Indian and Alaska Native traditional and cultural life ways, natural resources, treaty and other federally recognized and reserved rights.

9. Withdrawal -Withdrawal means withholding an area of Federal land from settlement, sale, location, or entry under some or all of the general land laws, for the purpose of limiting activities under those laws in order to maintain other public values in the area or over an area of Federal land from one department, bureau or agency to another department, bureau or agency. (41 CFR, Section 2300.0-5)

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ARTICLE 10 – TRIBAL SELF SUFFICIENCY

INTENT AND PURPOSE - CLARIFICATION

OBJECTIVE(S):

By this discussion, a "new" attachment, attachment 2, is established in order to clarify the intent of Article 10, Tribal Self Sufficiency, and set forth a process for satisfying the Tribes' interests and needs in education and training. It is in the mutual best interest of the Tribes and the Department of Energy, consistent with the purpose of the Agreement-in-Principle and the Department's American Indian and Alaska Native Tribal Government Policy, to assist the Tribes and its members to prepare for and accept meaningful employment in math, science and other related technical fields, when jobs are available and Tribal individuals meet all the qualifications. It is also beneficial to assist Tribal students prepare for an exciting future, after High School graduation, through curriculum and course studies tailored to future professional goals and objectives. To this end, the Department and its contractors will provide career counseling in order to assist students, at an early age, prepare for careers in science, math and engineering, and related administrative and technical support professions, should they choose.

TRAINING:

1. JOB FAIRS – CAREER PLANNING – TRAINING
    a. Work with the Tribes' Tribal Employment Rights Ordinance (TERO) Office
    b. Schedule two Job Fairs per year
        i. Both Cleanup (EM-ICP) and Laboratory (NE) contractors will participate
            1. CWI – Lead Point of Contact
            2. BEA – Lead Point of Contact
            3. BBWI (AMWTP) – Lead Point of Contact
    c. Provide DOE-ID and Contractor Job Listings to TERO
        i. Websites

d. Publish Special Training Requirements
    i. Enable Access to Specialized Training Programs (EITEC, etc.)
        1. Facilitate Placement in Programs
e. Meet Annually with Fort Hall Business Council and TERO Director
    i. Status Efforts
    ii. Review Needs

EDUCATION:

1. WORK WITH SHOBAN JR. & SR. HIGH SCHOOL SCIENCE & MATH TEACHERS TO DEVELOP TEACHING LESSON PLANS
    a. Provide Tours of Laboratory Facilities
        i. Career Presentations by INL Department Managers
2. CAREER WORKSHOPS – SHOBAN JR. & SR. HIGH SCHOOL
    a. Annual Career/Education Workshops
        i. Contractor Lead Education Outreach Point of Contact
        ii. DOE Education Contact – Linda McCoy
        iii. Coordinate with School Superintendent, School Principle, and School Guidance Councilor
    b. Education Planning Assistance
    c. Scholarship Opportunities
3. SUMMER INTERNSHIPS
    a. Solicit and Interview Applicants (candidates) through School Guidance Counselor, and Principle
4. Meet Annually with Fort Hall Business Council, School Superintendent, School Principle, and School Guidance Counselor
    a. Status Progress – Successes
    b. Review Effectiveness

EMPLOYMENT:

1. Provide Job Listings to TERO
    a. Respective Contractor Websites
    b. email Notification of "new" Job Listings