

MEMORANDUM OF UNDERSTANDING

Mé morandum d'Entente

**The Office of the Keeper of the Sacred Fire,
Smoke Clan of the Osage Nation**

Le Gardien du Feu Sacré, Clan Enfumé de la Nation Osage

℘

Osage Brothers

Effective: _____ 2026 *(set on countersignature)*

Pawhuska · Oklahoma

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GREETING

We are honored to present this Memorandum. We come together as descendants of one people, in two halves of a single inheritance: those who remained at Pawhuska under the Sacred Fire, and those who have carried the name into the wider world.

Nous sommes honorés de présenter ce Mé morandum. Nous nous réunissons en tant que descendants d'un même peuple, en deux moitiés d'un même héritage: ceux qui sont demeurés à Pawhuska auprès du Feu Sacré, et ceux qui en ont porté le nom dans le vaste monde.

PARTIES

The Office of the Keeper of the Sacred Fire of the Smoke Clan of the Osage Nation (*the "Office"*), held in the present generation by Chief Smoke H. DuPont. The Office is a hereditary station within the Osage Nation; it carries no political authority on behalf of the Nation, and it speaks for itself and for the Smoke Clan in matters of clan relation.

Osage Brothers (*"OB"*), the family-run holding company of the Osage diaspora ecosystem, organized in the State of Oklahoma, United States, with primary offices in Pawhuska, Oklahoma. OB takes its name and lineage from the Wah-Zha-Zhe; it is not the Nation, and it does not pretend to be.

RECITAL

WHEREAS the Wah-Zha-Zhe people, called Osage in the speech of European powers, preserved through the 1907 Allotment Act a covenant unique among American Indian nations: that the surface of their land might be allotted, but the mineral estate beneath would remain held in common by the people forever; and

WHEREAS the Smoke Clan has, across generations, kept the Sacred Fire that attends the gatherings of the people, and the Office named herein is the present bearer of that keeping; and

WHEREAS the Osage diaspora has built, in OB and its sister entities, a standing arrangement under which the descendants beyond Pawhuska can serve the people they came from without speaking on their behalf; and

WHEREAS the Office and OB have agreed that questions of clan relation, ceremonial protocol, and the dignity of the Sacred Fire require a standing covenant between them, in writing, signed by hand;

NOW THEREFORE the parties agree as follows.

1 WORKING AREAS

1.1 Clan Relation

OB shall coordinate with the Office on matters that touch the Smoke Clan or its members in the diaspora, including invitations, designations, sponsorships, and public references. The Office is the proper authority on what is appropriate; OB defers.

1.2 Ceremonial Protocol

OB undertakes that no operating company, publication, or property of the ecosystem shall depict, license, commercialize, or otherwise use the regalia, songs, dances, or ceremonial materials of the Smoke Clan or of the Osage Nation without the express written consent of the Office and, where applicable, of the Nation acting through its own institutions.

1.3 Tinker Memorial Song

The Tinker Memorial Song, sung at the In-lon-shka, belongs to the people. The Office shall serve as the proper channel for any matter that arises regarding the song's recording, transcription, or public performance outside the In-lon-shka.

1.4 Scholarship and Apprenticeship

The parties shall coordinate on the Tinker Scholars program (administered by the *Osage Foundation*) and on apprenticeship placements within OB operating companies for qualifying Smoke Clan descendants and other members of the Wah-Zha-Zhe.

1.5 Sacred Fire Custodianship

OB shall provide such material support as the Office may from time to time request for the keeping of the Sacred Fire and the works attendant thereto. Such support is offered as duty owed by the diaspora to the people, not as patronage.

2 GOVERNANCE

2.1. Chief Smoke H. DuPont shall serve as a Director of OB for so long as he remains willing and able. The Director chairs the Tribal Affairs Committee.

2.2. A standing *Council of the Sacred Fire* of two members of the Office and two officers of OB shall meet at least quarterly. The Council reviews progress under the working areas and resolves matters that do not require escalation. Matters that cannot be resolved by the Council shall be brought to the principals.

2.3. Nothing in this Memorandum creates a joint venture, partnership-in-law, agency, or fiduciary relationship beyond the specific commitments enumerated above.

3 SOVEREIGNTY AND STANDING

3.1. The Osage Nation, a federally recognized sovereign tribal government, is not a party to this Memorandum and is not bound by it. Coordination with the Nation, where it occurs, proceeds through the Nation's own institutions on the Nation's own terms.

3.2. The Office speaks for the Smoke Clan in matters of clan relation; it does not speak for any other clan, district, or office of the Nation, nor for any other tribal nation, hereditary office, or Indigenous-led institution.

3.3. OB acknowledges the sovereignty of the Osage Nation and the hereditary authority of the Office. OB shall not publish, distribute, or commercialize cultural materials provided under this Memorandum without the express written consent of the Office and, where applicable, of the source community.

4 CONFIDENTIALITY

4.1. Materials of ceremonial or sacred character disclosed by the Office to OB shall be held in confidence in perpetuity, without exception, and shall not be shared, copied, photographed, recorded, or otherwise reproduced.

4.2. Non-ceremonial, non-sacred materials shall be held in confidence for the duration of this Memorandum and for three (3) years thereafter, subject to ordinary exceptions for information that becomes public through no fault of the recipient or that is independently developed.

5 TERM AND TERMINATION

5.1. This Memorandum is effective on the date of countersignature and shall remain in force unless terminated by either party on ninety (90) days' written notice to the other.

5.2. Termination shall not affect (a) obligations of confidentiality under § 4, including the perpetual obligations respecting ceremonial and sacred materials; (b) credit and authorship of work product completed before termination; or (c) scholar and apprenticeship commitments already made for the academic year then in progress.

6 COUNTERPARTS AND LANGUAGES

6.1. Counterparts. This Memorandum may be executed in any number of counterparts, each of which when signed shall be deemed an original and all of which together shall constitute one and the same instrument.

6.2. Languages. This Memorandum is presented in English with French equivalents in the title and greeting; the operative provisions are the English text. An Osage-script rendering of the title and benediction may be added by the Office on the executed copy held by the Office.

7 NOTICES

To the Office: *Chief Smoke H. DuPont, Pawhuska, Oklahoma*, through such address as the Office may designate by written notice.

To OB: `board@osagebrothers.com`, with a copy to `counsel@osage.legal`.

BENEDICTION

In token whereof, the parties have hereunto set their hands and their marks, in the year of Our Lord Two Thousand and Twenty-Six, in the city of Pawhuska, in the State of Oklahoma; that what is sacred shall not scatter, that what was inherited shall be answered for, and that the Fire shall be kept.

En foi de quoi, les parties y ont apposé leur seing et leur marque, en l'an de Grâce Deux Mille Vingt-Six, en la ville de Pawhuska, État de l'Oklahoma; afin que ce qui est sacré ne se disperse, que ce qui fut hérité soit honoré, et que le Feu demeure gardé.

For the Office of the Keeper of the Sacred Fire

For Osage Brothers

*Chief Smoke, Keeper of the Sacred Fire
H. DuPont*

*Authorized signatory
Title: _____*

Witness for the Smoke Clan

Witness: Tinker family delegate

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