



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

AND

THE U.S. DEPARTMENT OF THE INTERIOR

REGARDING IMPLEMENTATION OF THE TRIBAL TRUST LAND HOMEOWNERSHIP
ACT OF 2025
(PUBLIC LAW 119-88)

I. PURPOSE

This Memorandum of Understanding ("MOU") establishes a framework for cooperation between the U.S. Department of Housing and Urban Development ("HUD"), acting through the Office of Public and Indian Housing ("PIH"), including the Office of Native American Programs ("ONAP"), and the U.S. Department of the Interior ("DOI," and together with HUD, the "Parties"), acting through the Office of the Assistant Secretary – Indian Affairs and the Bureau of Indian Affairs ("BIA"), in support of implementation of the Tribal Trust Land Homeownership Act of 2025 ("Public Law 119-88" or the "Act").

The purpose of this MOU is to facilitate interagency coordination in support of implementation of Public Law 119-88, including coordination regarding access to land records and mortgage processing information, communication between HUD and DOI, and the temporary detail of a HUD employee to assist with implementation activities.

The Parties also intend to strengthen interagency coordination, improve communication with Tribal Nations, Tribal housing organizations, lenders, and other stakeholders, and identify opportunities to expand homeownership on Tribal trust lands through implementation of Public Law 119-88.

The Parties enter into this MOU to support implementation of Public Law 119-88 and to further Congress's intent to improve access to homeownership opportunities on Tribal trust lands through more efficient processing of mortgage-related transactions.

This MOU is intended solely as a framework for cooperation and does not create legally binding obligations.

II. BACKGROUND

On May 4, 2026, President Donald J. Trump signed the Tribal Trust Land Homeownership Act of 2025 into law. The Act reflects Congress's intent to reduce unnecessary delays in the processing of mortgages on tribal trust lands, promote homeownership opportunities for Tribal members, support economic development in Tribal communities, and improve coordination among federal agencies, Tribes, Tribal members, and lenders.

The Parties acknowledge the unique government-to-government relationship between the United States and federally recognized Indian Tribes and the federal government's trust responsibility to Tribal Nations. Through their cooperation under this MOU, the Parties seek to advance the objectives of the Act in a manner that supports Tribal self-determination, strengthens Tribal communities, and promotes homeownership opportunities for Native families.

III. AUTHORITY

This MOU is entered into pursuant to applicable federal laws and authorities governing the respective responsibilities of HUD and DOI to:

- Support effective implementation of the Act.
- Promote homeownership opportunities and economic development in Tribal communities.
- Strengthen interagency coordination between HUD and DOI.
- Support implementation of the Section 184 Indian Home Loan Guarantee Program and other Tribal homeownership initiatives.
- Improve communication among Federal agencies, Tribal Nations, Tribally Designated Housing Entities ("TDHEs"), lenders, and other stakeholders.
- Support Tribal self-determination and the federal trust responsibility to Tribal Nations.

IV. RESPONSIBILITIES

A. HUD

Subject to this MOU and the availability of appropriations, personnel, and other resources, HUD intends to provide one career employee from ONAP to DOI on a temporary, part-time detail assignment for a period of up to four (4) months or one hundred twenty (120) days, as HUD may determine at its sole discretion, which may be extended by mutual written agreement of the Parties in accordance with applicable law and policy.

At its sole discretion, HUD will identify, as appropriate, the personnel responsible for carrying out its responsibilities under the Act and will coordinate with DOI regarding access to the Trust Asset and Accounting Management System ("TAAMS"), or any successor system, as necessary to support implementation of the Act.

The detailee's responsibilities will be to provide technical assistance, coordination support, and subject matter expertise related to tribal housing and homeownership programs, including activities associated with the Section 184 Indian Home Loan Guarantee Program and implementation of the Act. The detailee's responsibilities will be to provide support to DOI to help implement all provisions in the Act that impact HUD, including provisions that impact the Section 184 Indian Home Loan Guarantee Program. The detailee's responsibilities will also be to provide expertise and support to ensure that HUD can gain access to TAAMS in accordance with the Act.

The duties, supervision, duration, and administrative arrangements applicable to the detail assignment shall be set forth in a separate detail agreement executed by the Parties in accordance with applicable law and policy.

B. DOI

DOI, through the Office of the Assistant Secretary – Indian Affairs and BIA, will collaborate with HUD to facilitate implementation of the Act.

Pursuant to Section 3(d) of the Act, BIA shall facilitate HUD's read-only access to TAAMS, or any successor system, consistent with applicable security, privacy, records management, and information technology requirements.

To support implementation of the Act, BIA shall make reasonable efforts to ensure that HUD personnel assigned responsibilities under this MOU, including any HUD detailee, are able to access relevant land documents and information necessary to perform assigned duties and implement all provisions in the Act that impact HUD and its programs.

In the event BIA replaces, upgrades, or migrates from TAAMS to a successor platform, BIA shall make reasonable efforts to provide comparable access and appropriate orientation or training regarding the successor platform.

V. JOINT RESPONSIBILITIES

The Parties may communicate and coordinate regarding matters affecting implementation of the Act and related tribal homeownership initiatives.

The Parties may collaborate on communication and/or Tribal consultation in support of implementation of the Act and related tribal homeownership initiatives.

The Parties may coordinate, as appropriate, through the Realty Ombudsman established under Section 4 of the Act regarding matters affecting implementation of the Act and communications concerning mortgages on Indian land.

The Parties intend to collaborate through the White House Council on Native American Affairs (“WHCNAA”), as appropriate, including through a Tribal Housing Subcommittee or other interagency working group on the implementation of the Act and other applicable Administration priorities affecting Tribal housing and homeownership.

Activities undertaken through such collaboration may include, but are not limited to, interagency coordination; engagement with Tribal Nations, TDHEs, lenders, and other stakeholders; development of technical assistance and training; consideration of pilot programs and demonstration initiatives; and identification of opportunities to strengthen the Tribal housing and homeownership ecosystem.

The Parties recognize that successful implementation of the Act may benefit from collaboration with other relevant Federal agencies, including the Department of Veterans Affairs, the U.S. Department of Agriculture, other subagencies within HUD such as the Federal Housing Administration and Ginnie Mae, and other members of the WHCNAA, consistent with their respective statutory authorities.

The Parties will coordinate all public statements regarding this MOU. No Party to this MOU may engage in any publicity regarding this MOU without consulting in advance on the form, timing, and contents of any such publicity.

For the avoidance of doubt, nothing in this MOU obligates either Party to undertake any specific action.

VI. FUNDING

This MOU is a non-binding expression of intent and does not obligate, transfer, or commit funds. Nor does this MOU give any third party any legal or equitable right, benefit, claim, substantive or procedural obligation, or cause of action, as set forth in Section VIII of this MOU.

Any future transfer of funds or obligation to undertake certain work must be confirmed by an appropriate funding agreement executed by authorized officials of the Parties.

Any personnel detail contemplated by this MOU shall be implemented through a separate agreement executed in accordance with applicable law, regulation, and departmental policy.

Each Party shall bear its own costs associated with activities under this MOU unless otherwise agreed in writing.

VII. ENTIRETY OF AGREEMENT, TERM AND TERMINATION

This MOU constitutes the entire agreement between the Parties, superseding all prior oral or written agreements, understandings, representations, warranties, and courses of conduct and dealing regarding the subject matter hereof.

This MOU shall become effective upon the date of the final signature and shall remain in effect for no longer than five (5) years unless terminated earlier by either Party, upon thirty (30) days' written notice to the other Party. When feasible, each Party will consult with the other and attempt to reconcile issues before issuing notice of termination. Written notices of termination shall be sent to the addresses of the POCs listed herein and shall be effective upon receipt.

Furthermore, terms of this MOU may be modified by mutual written agreement of the Parties.

VIII. NO PRIVATE RIGHTS

This MOU is an internal governmental agreement and does not create any legal or equitable right, benefit, claim, substantive or procedural obligation, or cause of action enforceable by any person or entity against the United States, its departments, agencies, officers, employees, or agents.

IX. POINTS OF CONTACT

For HUD:

Office of Public and Indian Housing
U.S. Department of Housing and Urban Development
2415 Eisenhower Avenue
Alexandria, VA 22314

For DOI:

Office of the Assistant Secretary – Indian Affairs
U.S. Department of the Interior
1849 C Street NW, MS-4660-MIB
Washington, DC 20240

X. SIGNATURES

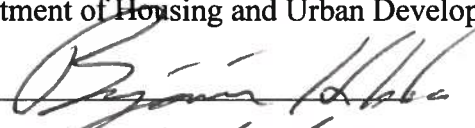
The undersigned represent that they are authorized to enter into this MOU on behalf of HUD and the DOI, respectively.

FOR THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

Benjamin Hobbs

Assistant Secretary for Public and Indian Housing

U.S. Department of Housing and Urban Development

Signature: 

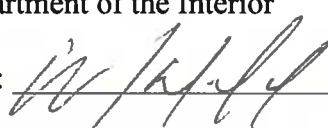
Date: 9/2/26

FOR THE U.S. DEPARTMENT OF THE INTERIOR

William Henry Kirkland III

Assistant Secretary – Indian Affairs

U.S. Department of the Interior

Signature: 

Date: 9-2-26