

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
U.S. GEOLOGICAL SURVEY
OF THE
U.S. DEPARTMENT OF THE INTERIOR
AND THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OF THE
U.S. DEPARTMENT OF COMMERCE

To Coordinate and Cooperate in Activities Involving Physical
and Biological Sciences and Environmental Studies

Article I. Background and Purpose

The U.S. Geological Survey of the U.S. Department of the Interior (hereinafter referred to as USGS) and the National Oceanic and Atmospheric Administration of the U.S. Department of Commerce (hereinafter referred to as NOAA), together referred to as the Parties, have related responsibilities in a number of program areas. It is in the national interest that such programs be closely coordinated and mutually supportive.

The mission of the USGS is to provide the Nation with reliable, impartial information to describe and understand the Earth. This information is used to minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; enhance and protect the quality of life; and contribute to wise economic and physical development.

The mission of NOAA is to understand and predict changes in the Earth's environment and conserve and manage coastal and marine resources to meet our Nation's economic, social, and environmental needs.

The purpose of this Memorandum of Understanding (MOU) is to establish a framework for cooperation and coordination between the USGS and NOAA. This MOU is designed to make it easier for USGS and NOAA scientists and managers to work together, when appropriate, in addressing the Nation's physical, biological, and ocean science needs.

Article II. Scope

This MOU serves as an umbrella agreement that sets forth the general terms and conditions under which the Parties will coordinate and cooperate in activities involving physical and biological sciences and environmental studies. Cooperative activities in these fields may include, but are not limited to, exchange of technical information and services, joint studies of mutual interest, joint educational activities to advance understanding of Earth system science, and exchange visits of individuals sponsored by either Party who are engaged in research projects of mutual interest within the scope of regular programs of the USGS and NOAA.

The USGS has no regulatory or land management responsibilities. The USGS activities under

this MOU will focus on and be guided by principles of providing objective scientific information that is relevant and useful to the Nation.

Article III. Agreements/Responsibilities

The Parties agree to endeavor to:

- Cooperate in mutual areas of interest and share data, information, and findings of mutual concern;
- Develop individual agreements between the USGS and NOAA for specific work when mutually beneficial and agreeable;
- Cooperate and support the operation of all programs of mutual interest;
- Regularly provide updates on program activities, technology application, development, and related work pertaining to cooperative activities pursued under this MOU;
- Establish a USGS/NOAA Interagency Committee for Program Coordination. The primary responsibility of the Committee will be to coordinate related programs and research within the full range of interface between the Parties.

Article IV. Implementation

Any exchange of funds, property, or services under this MOU shall be supported by Interagency Agreements between designated representatives of the Director, USGS and the Under Secretary for Oceans and Atmosphere, NOAA. Interagency agreements may be modified by mutual consent, and should include the following information:

- Description of product(s) and or service(s) to be supplied;
- Description of financial arrangements;
- Legal authority citations;
- Agency responsibilities;
- Production and/or delivery schedules;
- Standards and technical specifications;
- Reference to disposition of government property;
- Duration of the plan/project; and
- Programmatic and/or technical and fiscal points of contact.

Additional information may be provided as required.

Updates on program activities, technology application, development, and related work pertaining to cooperative activities pursued under this MOU will occur through written correspondence, USGS/NOAA coordination meetings held at least once per year, and other mechanisms.

The USGS/NOAA Interagency Committee for Program Coordination is jointly chaired by individuals from each agency nominated by the NOAA Deputy Administrator and the USGS Director. The Committee will have authority to establish working groups to undertake studies, and will meet at least once per year.

The point of contact with the USGS for this MOU is the Director, USGS, or his or her designee. The point of contact with NOAA for this MOU is the Deputy Under Secretary for Oceans and

Atmosphere, or his or her designee.

Article V. Financial Arrangements

This MOU is neither a fiscal nor funds obligation document. Any activities involving reimbursement or contribution of funds between the parties of this MOU will be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in separate agreements, with specific projects between the Parties spelled out. The separate agreements will reference this MOU. This MOU does not establish authority for noncompetitive award among the Parties for any contract or other agreement.

This MOU defines in general terms the basis on which the Parties will cooperate and, as such, does not constitute a financial obligation to serve as a basis for expenditures. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and expertise will be provided by each signatory agency to the extent that their participation is required and resources are available.

This MOU in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This MOU does not obligate the Parties to expend appropriations on any particular project or purpose or to enter into any agreements, contracts, or other obligations, even if funds are available.

Article VI. Terms of Understanding

Effective date: This MOU shall take effect upon the date of the last signature.

Modification: This MOU may be renegotiated, amended, or modified at any time by mutual agreement of the Parties.

Renewal: This MOU may be renewed for additional periods of 5 years, by mutual written consent of the Parties.

Termination: This MOU shall remain in effect for a period of five (5) years from the date of the last signature. This MOU may be terminated by either agency by providing written notice and explanation to the other agency at least 90 calendar days in advance of the effective date of termination. The termination of this MOU shall not affect the validity or duration of activities or agreements under this MOU, which are initiated prior to each termination.

Review: This MOU shall be reviewed annually at one of the regularly scheduled USGS/NOAA Coordination Committee meetings.

Article VII. Authorities

The authorities of the USGS to enter into this MOU include:

- Public Law 99-591--provides in fiscal year 1987 and thereafter that the USGS has permanent authority to “prosecute projects in cooperation with other agencies, Federal, State, or private” (43 U.S.C. § 36c)
- The USGS Organic Act of March 3, 1879, as amended (43 U.S.C. § 31 et seq.)

The authorities of NOAA to enter into this MOU include:

- Department of Commerce (NOAA) authority (33 U.S.C. § 883a et seq.)
- National Weather Service Organic Authority (15 U.S.C. § 313)

To the extent future grants and or cooperative agreements are issued by NOAA and the USGS to any vendor or university, they will be issued pursuant to Federal statute, which could include the Federal Grant and Cooperative Agreement Act of 1977, as amended (31 U.S.C. § 6305), and OMB Circular A-102 (Grants and Cooperative Agreements with State and Local governments), and will adhere to Federal Acquisition Regulation (FAR) 6.002 and other applicable Federal laws and regulations.

The Parties acknowledge the existing 2010 agreement between the U.S. Department of the Interior (DOI) and the U.S. Department of Commerce (DOC). This agreement was signed as the 2010 MOU between the DOI and the DOC to coordinate and cooperate in climate-related activities involving sciences, services, mitigation, adaptation, education, and communication.

The Parties will comply with the Federal Advisory Committee Act to the extent it applies.

Article VIII. Publications and Release of Information

Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that both Parties have an opportunity to review manuscripts prior to publication. To the extent possible, decisions involving authorship, review of reports, and other conditions and circumstances will be addressed during the preparation of Interagency Agreements referencing this MOU.

Should differences of viewpoint occur, an effort should be made to reconcile them. However, this shall not prohibit either agency from publishing the data or information provided it assumes sole responsibility and gives appropriate credit to the other agency. Neither NOAA nor the USGS will make editorial changes to the portions of joint documents drafted by the other agency without full knowledge and consent of the other Party.

The Parties agree that sharing credit is mutually beneficial, and will make every effort to ensure that appropriate citation and attribution, including the use of official agency visual identifiers, is given for work performed under this MOU.

Publicity and Public Information Products, including news releases, reports, briefing papers, or other information products, are subject to the same terms and conditions as other publications as

stated above.

Any commitment of either Party to preserve the confidentiality of information is subject to applicable United States laws and regulations.

Article IX. Authorized Representatives

Authorized officials to enter into Interagency Agreements referencing this MOU are identified in Agency Manuals.

Article X. Approval

U.S. Geological Survey
U.S. Department of the Interior

National Oceanic and
Atmospheric Administration
U.S. Department of Commerce

Signature: Marcia McNutt

Name: Marcia McNutt

Title: Director,
U.S. Geological Survey

Date: Jan 7, 2011

Signature: Jane Lubchenco
Jane Lubchenco, Ph.D.

Name: Jane Lubchenco
Title: Under Secretary of Commerce
for Oceans and Atmosphere

Date: DEC 28 2010