

*from Karen
3/1/06*

MEMORANDUM OF UNDERSTANDING

BETWEEN THE

**DEPARTMENT OF THE INTERIOR
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION, DEPARTMENT OF COMMERCE
AND
THE CONSORTIUM FOR CARIBBEAN MARINE STUDIES**

I. INTRODUCTION

WHEREAS The coral reef and other marine ecosystems of the United States Virgin Islands (USVI) are a major visitor attraction to the USVI and, therefore, the health and future of such ecosystems are inextricably linked to the health and future of the USVI economy; and

WHEREAS The coral reef and other marine ecosystems of the USVI are significantly degrading and, therefore, are in critical need of research and understanding to guide future management decisions; and

WHEREAS The University of North Carolina at Wilmington (UNCW), the University of the Virgin Islands (UVD), Rutgers, the State University of New Jersey (RU), and the University of South Carolina (USC), which together constitute the Consortium for Caribbean Marine Studies (CCMS), have formed a joint institute, herein referred to as the Joint Institute for Caribbean Marine Studies (JICMS), to develop and foster collaborative efforts in support of marine science and education in the USVI and adjacent regions;

THEREFORE Provisions are hereby made through this Memorandum of Understanding (MOU) for the participation in the activities of JICMS by the Department of the Interior (DOI) and the National Oceanic and Atmospheric Administration (NOAA), Department of Commerce.

II. PURPOSE

The purpose of this MOU is to provide a framework for developing partnerships and cooperation to aid and promote the understanding of the marine environment, including coral reef ecosystems, and to promote marine education and public awareness, and to assist in the development of appropriate public policy within the Caribbean region.

III. COMMITMENT OF PARTIES

To further the objectives of this MOU, all parties will provide support in accordance with the provisions set forth in section VI. Specifically:

- a. to foster collaborative research programs to understand and sustainably manage the coral reef ecosystems of the Caribbean;
- b. to provide support for marine educational programs for USVI school children and adults;
- c. to foster cooperation with other government, international and private organizations to better understand marine issues in the Caribbean; and
- d. to enrich the learning experiences and opportunities for UVI and other university students.

OPTIONAL FORM 105 (7-90)

FAX TRANSMITTAL

of pages **3**

To Joel Tutein	From Karen Kohler
Dept./Agency	Phone #

pg 1 of 3

MAR 5 2002 TUE 01:34PM ID:Joel A. Tutein

PAGE:1-1

IV. JICMS ADMINISTRATION

The JICMS will be administered as follows:

Board of Directors

JICMS will have a Board of Directors (BOD) consisting of up to three non-voting members from DOI and NOAA and up to two members each from the CCMS universities (UNCW, UVI, USC and RU). Members of the BOD will be appointed within two months of the signing of this MOU. The initial Chair will be one of the two representatives from UNCW, after which the Chair will be rotated among the four universities. The Chair's term will be limited to two years.

Administrative Office

Administration of JICMS will be the responsibility of, and will be housed at, UNCW.

Director

Within six months of the signing of this MOU, the BOD will appoint a director who will be a full-time employee of JICMS. The director will be responsible for all aspects of the successful operation of JICMS, including the day-to-day operations, funding, scientific and educational programs and safety of employees and visitors.

V. FACILITIES

The JICMS will establish a marine research and educational facility within the USVI, including research laboratories, classrooms, lecture hall, teaching aquarium, boats and diving equipment, distance learning equipment, and housing for students, scientists and visitors.

VI. FUNDING

It will be the responsibility of JICMS and its director to obtain capital and operating funds. Funds to set up and operate JICMS will be obtained within six months of the signing of this MOU. Participation by the DOI and NOAA will be subject to the availability of appropriated funds for that purpose. DOI and NOAA will also pursue funding for construction of the marine research and education laboratory through appropriate private sector partnerships under the laws and regulations governing such partnerships for each respective agency.

VII. FINANCIAL COMMITMENTS

This MOU does not constitute a financial commitment on the part of any of the parties. Financial support will be covered in separate agreements between the parties, and is subject to ordinary budgetary and administrative procedures of the respective organizations. Any transfer of funds coming from DOI and NOAA must be accomplished through a grant, cooperative agreement, interagency transfer, purchase order, or contract, as appropriate.

VIII. TERMS OF THE MOU

This MOU is effective as of the date of signature by all parties and will continue in force until termination. The MOU may be terminated by any party upon written notice to the other party or parties.

IX. MODIFICATIONS OF THE MOU

Proposals to modify the terms of the MOU may be initiated in writing by any of the parties and are subject to approval by each of the parties. Other research and service themes may be introduced at any time by agreement of all parties.

X. RESPONSIBILITIES.

Each party agrees that it will be responsible for its own acts and the results thereof and shall not be responsible for the acts of the other parties. The Government's liability shall be governed by the provisions of the Federal Tort Claims Act, U.S.C. 2671-80 (1076).

Agreed to by:

[Signature] Date _____
Secretary, Department of the Interior

[Signature] Date _____
Under Secretary for Oceans and Atmosphere,
Department of Commerce

[Signature] Date _____
Chancellor, University of North Carolina
at Wilmington

[Signature] Date _____
President, University of the Virgin Islands

[Signature] Date _____
President, University of South Carolina

[Signature] Date _____
President, Rutgers University