

NATIONAL MARINE FISHERIES SERVICE INSTRUCTION 30-121-05
November 17, 1994

Administration and Operations
Agreements with the National Ocean Service

MOA Between NMFS SEFSC and NOS Sanctuaries and Reserves Division

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OPR: F/ P. Dalton

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SUMMARY OF REVISIONS:

Signed _____

[Approving Authority name]

Date

[Approving Authority title]

MEMORANDUM OF AGREEMENT

SANCTUARIES AND RESERVES DIVISION
OFFICE OF OCEAN AND COASTAL RESOURCE MANAGEMENT
NATIONAL OCEAN SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

and the

SOUTHEAST FISHERIES SCIENCE CENTER
NATIONAL MARINE FISHERIES SERVICE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

I. Authority

This MEMORANDUM OF AGREEMENT (hereinafter MOA) is made and entered into by and between Southeast Fisheries Science Center (SEFSC), National Marine Fisheries Service (NMFS), National Oceanic and Atmospheric Administration and the Sanctuaries and Reserves Division (SRD), Office of Ocean and Coastal Resource Management, National Oceanic and Atmospheric Administration, U.S. Department of Commerce, under the provisions of Section 311 of the National Marine Sanctuaries Act as amended (16 U.S.C. 1442), and Section 315 of the Coastal Zone Management Act of 1972, as amended (16 U.S.C. 1461(a)).

II. Purpose

The purpose of this MOA is to provide a framework for cooperation to aid and promote scientific research and to translate the scientific findings into educational materials that can be used in the planning and management activities of National Marine Sanctuaries. The geographic scope of this MOA is limited to the Southeastern United States under the jurisdiction of the Southeast Region, NMFS and both the Atlantic Branch and the Gulf and Caribbean Branch of SRD.

III. Introduction

Both SRD and SEFSC have responsibilities and interests in programs that further the purposes of the National Marine Sanctuary Program (NMSP) and the National Estuarine Research Reserve System (NERRS). NOAA, under the laws of the United States and regulations of the Secretary of Commerce, is responsible for administering the NMSP and NERRS. The purpose of the NMSP, established under the National Marine Sanctuaries Act (16 U.S.C. 1431 et. seq.), as amended, is to identify areas of the marine environment of special national significance due to their resource or human use values and to provide for the coordinated conservation and management, scientific

research and monitoring, public awareness and appreciation, and facilitation of compatible public and private uses of the resources of these marine areas. The purpose of the NERRS, established under the Coastal Zone Management Act (16 U.S.C. 1461(a)), as amended, is to ensure a stable environment for research through long-term protection of estuarine reserve resources; to address coastal management issues; to enhance public awareness and understanding of the estuarine environment; to promote Federal, State, public, and private use of one or more of the reserves when such entities conduct research; and to gather and make available information necessary for improved understanding and management of estuarine areas.

SEFSC is charged with conducting fisheries and habitat research and providing technical advice for marine resources management in the southeastern United States.

The SRD and SEFSC desire to explore and pursue opportunities to provide expertise and assistance for the primary purpose of advancing science, education, and management of the Sanctuaries and their resources under the trusteeship of the Secretary of Commerce. It is the desire of both parties to fully cooperate with each other in matters relating to their programs through efforts including, but not limited to:

1. Scientific research and monitoring of the marine environment, including field and administrative support;
2. Conducting data management and the sharing of data;
3. Promoting public awareness and appreciation of the marine environment through programs, strategies and materials;
4. Acquisition and dissemination of scientific information for educational and management purposes.

NOW, THEREFORE, in consideration of the above premises, the parties agree as follows:

IV. THE SOUTHEAST FISHERIES SCIENCE CENTER SHALL:

1. Meet periodically with representatives of SRD and its field staff to discuss and agree on guidelines for project proposals to meet the purposes of this MOA.
2. Provide assistance, services and/or funding for the implementation of agreed upon projects, that have been approved by SEFSC.
3. Provide leadership and expertise in the development of sound, relevant

science programs for the SRD.

4. Enter into specific cooperative agreements, contracts, or other agreements with SRD, to accomplish the agreed upon work projects, which will be developed supplementally to the MOA.

5. The SEFSC will provide scientific peer review of research proposals and technical monitoring of research grants. The SEFSC will be responsive to requests by SRD to develop research plans and will conduct cooperative research. The SEFSC will provide long-term monitoring as requested by SRD of the impacts of specific management plans on Sanctuary ecosystems and the resources therein.

V. THE SANCTUARIES AND RESERVES DIVISION SHALL:

Make Sanctuary and Reserve areas and facilities available to further the purposes of this agreement, subject to applicable Federal laws, regulations, and management plans, and subject to approval by the organizational head or his/her designated representative.

Provide leadership for the planning, implementation and monitoring of projects undertaken pursuant to this MOA.

Conduct periodic meetings with SEFSC representatives to discuss and agree on project proposals to further the purposes of this MOA.

Enter into specific cooperative agreements, contracts, or other agreements with SEFSC, to accomplish the agreed upon work projects, which are supplemental to this MOA.

VI. IT IS FURTHER MUTUALLY AGREED AND UNDERSTOOD BY AND BETWEEN THE SAID PARTIES THAT:

In all cases, the responsibilities of SEFSC and SRD shall be subject to the availability of funding and other resources necessary to carry out projects developed under this MOA.

This MOA may be revised as necessary by mutual consent of both parties through the issuance of a written amendment, signed and dated by both parties.

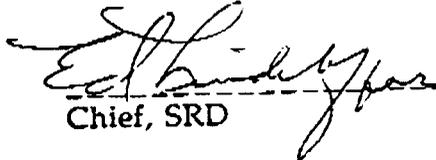
Either party may terminate this MOA by providing a 60-day written notice. Unless terminated by such written notice, this MOA will remain in force indefinitely.

VII. EFFECTIVE DATE

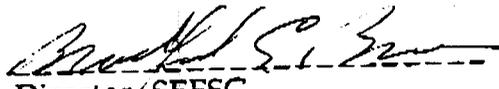
IN WITNESS WHEREOF, the parties hereto have executed this Memorandum of Agreement as of the last written date below.

U.S. Department of Commerce
NOAA
Sanctuaries and Reserves Division

U.S. Department of Commerce
NOAA
Southeast Fisheries Science Center



Chief, SRD



Director, SEFSC

Date 11/17/94

Date 11/3/94