

REGISTRO DE CONTRATOS

TOMO 21 PAGINA 11

CONTRATO NUM. 2012-000049

MEMORANDUM OF AGREEMENT

BETWEEN THE

**UNIVERSITY OF PUERTO RICO, MAYAGUEZ
CARIBBEAN CORAL REEF INSTITUTE**

AND THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE**

NOS Agreement Code: MOA-2011-031/8265

I. PARTIES

This Memorandum of Agreement (Agreement) is between the University of Puerto Rico, Mayaguez, the Caribbean Coral Reef Institute, (UPRM) and the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the National Centers for Coastal Ocean Science (NCCOS), Center for Coastal Monitoring and Assessment (CCMA), hereinafter referred to as the Parties.

II. AUTHORITIES

- A. The NOAA programmatic authority to enter into this Agreement with UPRM includes but is not limited to the following statute:
- (1) Section 4 of the Coast and Geodetic Survey Act, 33 U.S.C. § 883d, which authorizes the Secretary of Commerce (Secretary) to increase engineering and scientific knowledge by conducting developmental work for the improvement of surveying and cartographic methods, instruments, and equipment; and to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology, and geomagnetism).
 - (2) Marine Protection, Research, and Sanctuaries Act, 33 U.S.C. § 1442, which authorizes the Secretary to conduct a continuing program of research with respect to the possible long-range effects of pollution, overfishing, and man-inducing changes of ocean ecosystems.
- B. The legal authority for NOAA to receive funds from the UPRM is Section 5 of the Coast and Geodetic Survey Act, 33 U.S.C. § 883e, which authorizes the Secretary to: (1) enter into cooperative agreements, or any other agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof; and (2) establish the terms of such agreement, including the amount of funds to be received, and may contribute that portion of the costs incurred by the NOAA, including shiptime and personnel expenses, which the Secretary determines represents the amount of benefits derived by the Administration from the agreement.

III. BACKGROUND AND PURPOSE

- A. The NOAA's NOS conducts comprehensive geophysical mapping of U.S. coral reef ecosystems to characterize the seafloor topography and marine flora and fauna. The mission of the NOS is to provide critical information to resource managers so to better understand, conserve, and protect marine resources. Through these efforts, NOS conducts a wide range of activities in conservation, research, education, and outreach efforts to enhance public awareness, understanding, and appreciation of marine resources within U.S. Federal waters. The NOS National Status and Trends Program has historically acquired data on contaminants in the coastal waters of the

United States, which is valuable in combination with information generated on marine resources to coastal managers.

- B. The UPRM through the Caribbean Coral Reef Institute (CCRI) and its scientists are leaders in coral reef ecology, and have supported scientific investigations of threats to coral reef ecosystems in the U.S. Caribbean, including the U.S. Virgin Islands.
- C. The purpose of this umbrella Agreement is to set forth general terms and conditions under which NOAA may seek cooperative activities relevant to the assessment of coral reef ecology, including the effects of land based sources of pollution.

IV. FUNDING ARRANGEMENTS AND RESPONSIBILITIES

- A. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided at each Party's own expense to the extent that participation is required and resources are available.
- B. The Parties are responsible for funding their respective areas of responsibilities under this Agreement, unless otherwise agreed to in writing by the signatories or their designees. Any activities involving reimbursement or transfer of funds between the Parties to this Agreement will be documented in an Annex, as set forth in Section V. IMPLEMENTATION OF ANNEXES, or handled in accordance with applicable laws, regulations, and implementing procedures.
- C. The transfer of funds between the Parties will be permitted in support of specific projects where it is deemed to be the most efficient or beneficial arrangement for the successful execution of the activity.
- D. This Agreement does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

V. IMPLEMENTATION OF ANNEXES

- A. Each activity undertaken pursuant to this Agreement will be developed as an Annex. Each Annex will incorporate the terms and conditions of this Agreement; address specific projects and resources; describe in detail the scope of the services to be provided, including specific deliverables (i.e., goods and/or services), delivery schedules, unit cost for each deliverable, individual project managers, and other information, as deemed necessary to clearly describe the requested goods or services; address funding arrangements, including the complete accounting classification code structures, appropriation symbols for payment and collections, DUNS numbers of the Parties, Employer Identification numbers; and cite the appropriate legal and programmatic authorities of the Parties.
- B. To ensure consistency, Annexes will follow a format similar to this Agreement and will be subject to all applicable statutory, regulatory, and other legal and administrative clearance requirements of the Parties.
- C. In case of conflict between an Annex and this umbrella Agreement, the terms and

conditions of the Umbrella Agreement will govern and prevail. Each Annex shall have its own termination date, which shall not supersede the termination date of this Umbrella Agreement.

- D. Once approved by the Parties, Annexes will be considered in effect upon the last signature of the approving official involved in the activity.
- E. The Parties will immediately provide NCCOS a certified signature copy of each Annex or modification thereto upon execution.
- F. The Parties may recommend termination of Annexes with final approval residing with the Parties, as specified in Section VII, PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION, of this Agreement.

VI. CONTACTS

- A. The contacts for coordinating activities under this Agreement are:
 - 1. Dr. Richard Appeldoorn, Caribbean Coral Reef Institute, Director, University of Puerto Rico, Mayaguez Department of Marine Sciences
University of Puerto Rico, Mayagüez Campus
PO Box 9013 Mayagüez, PR 00681-9013
 - 2. Dr. Russell Callender, NCCOS, Acting Director
1305 East West Highway, Silver Spring, MD 20910
 - 3. Administrative Contact:
Walter Silva
Director
Research and Development Center
UPRM
CALL Box 9000
Mayaguez, PR 00680-9000
Tel.: (787) 831-2065
Fax: (787) 832-2060
Email: walter.silva2@upr.edu
- B. The Parties agree that if there is a change regarding the information in this Section, the Party making the change will immediately notify the other Party in writing of such a change.

VII. PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION

- A. This Agreement will become effective upon the date of the last signature and shall remain in effect for 5 years. The Parties agree to review the terms and conditions of this Agreement at least once every three years to determine whether the Agreement should be revised or terminated.

- B. This Agreement may be amended at any time by the mutual written consent of the Parties.
- C. Either Party may terminate this Agreement or any Annex by providing 30 days written notice to the other Party.

VIII. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current Department of Commerce or University of Puerto Rico, UPRM directives. If the terms of the Agreement are inconsistent with existing directives of either of the Parties entering into this Agreement, then those portions of this Agreement which are determined to be inconsistent shall be invalid, but, the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the Agreement, all necessary changes will be accomplished ;by either an amendment to this Agreement or by entering into a new Agreement, whichever is deemed expedient to the interests of the Parties.
- B. Should this disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each Party and presented to the other Party for consideration. If agreement on interpretation is not reached within 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

IX. OTHER TERMS AND CONDITIONS

- A. The Parties are committed to maintaining records of all reports of timesheets for jobs, communications and all other documents related to the coordination of activities discussed in this Agreement in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico as required by law. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Timesheets, communications, and other related administrative records will be kept for a period of no less than two (2) years after expiration or cancellation of this agreement or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.
- B. No Party shall use the name of the other institution, its initials, stamp, logos, seal, or any other identifying emblem or distinctive symbol of the other institution without the express written authorization of the institution to which said objects belong.
- C. No Party shall assume any liabilities of any other Party. As to liability to each other the parties do not waive any defense as a result of this Agreement. Likewise, this provision shall not be construed to limit the Parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. Additionally,

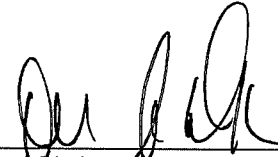
this Agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico or the United States.

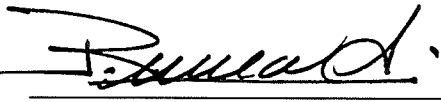
- D. In the event that the performance of the obligations under this Agreement are impeded by reason of Force Majeure, the Parties shall be released from their obligations and no Party shall be responsible for any damage sustained and have no further recourse against the other Party. The phrase "Force Majeure" shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labor disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

X. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

ACCEPTED AND APPROVED FOR THE
UNIVERSITY OF PUERTO RICO -
MAYAGUEZ


BY: 
David M. Kennedy
Assistant Administrator


BY: 
Jorge Rivera Santos, PhD
Acting Chancellor, UPRM *for UPRM*

DATE: 7/11/11

DATE: August 30, 2011

ACCEPTED AND APPROVED FOR THE UNIVERSITY OF PUERTO RICO, MAYAUGEZ

BY: 
Richard Appledoom, PhD
Director
Caribbean Coral Reef Institute
University of Puerto Rico, Mayaguez

BY: 
Walter Silva
Director
Research and Development Center-
UPRM

DATE: 8/9/11

DATE: 29/VIII/11