

A GENERAL COLLABORATIVE AGREEMENT

BETWEEN THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
NATIONAL CENTERS FOR COASTAL OCEAN SCIENCE**

AND THE

**UNIVERSITY OF PUERTO RICO-MAYAGÜEZ
COLLEGE OF ARTS AND SCIENCES
INTERDISCIPLINARY CENTER FOR COASTAL STUDIES
(CENTRO INTERDISCIPLINARIO DE ESTUDIOS DEL LITORAL)**

ENTITLED

**A HUMAN DIMENSIONS RESEARCH AND EDUCATION PROGRAM TO
SUPPORT MARINE AND COASTAL MANAGEMENT**

REGISTRO DE CONTRATOS
TOMO 18 PAGINA 81
CONTRATO NUM. 2009-000 111

I. PARTIES AND PURPOSE

- A. This General Collaborative Agreement, hereinafter referred to as Agreement, is between 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), and the University of Puerto Rico-Mayagüez (UPR-M), College of Arts and Sciences, through the Interdisciplinary Center for Coastal Studies (CIEL).
- B. The purpose of this Agreement is to establish and operate a national scientific research, training, and education program focusing on the human dimensions (HD) of marine and coastal ecosystems and management. The purpose of the HD program is to support marine and coastal decision making by providing scientific information, developing coastal science and management capacities, and supporting undergraduate and graduate education with a focus on the human-environment interaction. Support for undergraduate and graduate education will promote NOAA's goal to increase the number of people, particularly in underrepresented groups, who choose education and careers supporting NOAA's mission. This Agreement establishes the goals, objectives, and roles and responsibilities governing the establishment and operation of the HD program by NCCOS and CIEL.

II. BACKGROUND

- A. CIEL provides social science capabilities essential for NCCOS's research centers, laboratories, and cooperative institutes to foster improved coastal decision support by expanding NCCOS's science program to include an integral focus on HD.
- B. The National Environmental Policy Act (NEPA), 42 U.S.C. 4321 *et seq.*, and numerous other Federal authorizing statues implemented by NOS directly and indirectly require NOS to conduct HD research critical to support coastal and ocean resource management. Other drivers are summarized in Attachment I, the *NCCOS Human Dimensions Strategic Plan (FY2009-2014)*.
- C. Humans are integral to ecosystems, and the human dimensions of ecosystems are an integral focus of the science required to achieve NOAA's Ecosystem Goal of protecting, restoring, and managing the use of coastal and ocean resources through an ecosystem approach to management. Effective coastal decision-making requires scientific understanding of human causes, consequences, and responses to ecosystem stress.
- D. The CIEL is uniquely qualified to partner with NOAA in this effort because it offers mission critical HD research capabilities that are unavailable in NOAA. CIEL also offers depth of experience in interdisciplinary research, stakeholder involvement in marine protected area planning, resource management and

community capacity building, and incorporation of research into management that is unparalleled among most non-governmental partners. The educational mission and location of CIEL in Puerto Rico make it an ideal partner for furthering NOAA's goal to increase the number of people, particularly in underrepresented groups, who choose education and careers supporting NOAA's mission.

- E. Furthermore, CIEL's affiliation with the University of Puerto Rico Center for Applied Social Research offers additional social science expertise such as integrating ecological and socioeconomic data using Geographic Information Systems. CIEL is also a partner of the Caribbean Coral Reef Institute (CCRI), a cooperative program between UPR-M and NOAA. This partnership positions CIEL as a vital social science resource for CCRI and other NOAA cooperative coral reef institutes such as the National Coral Reef Institute (Nova Southeastern University Oceanographic Center) and Hawaii Coral Reef Initiative Research Program (University of Hawaii and Hawaii Division of Aquatic Resources).

III. AUTHORITIES

- A. The legal authority for NCCOS to enter into this Agreement is the Coastal Zone Management Act (CZMA), 16 U.S.C. § 1456c, which authorizes the Secretary of Commerce to conduct a program of technical assistance and management oriented research necessary to support the development and implementation of state coastal program amendments and appropriate to the furtherance of international cooperative efforts and technical assistance in coastal zone management.
- B. The programmatic authority for NCCOS to enter into this Agreement is the CZMA, 16 U.S.C. § 1451 *et seq*, which authorizes NOAA to (1) preserve, protect, develop, and where possible, to restore or enhance, the resource of the Nation's coastal zone for this and succeeding generations, and (2) encourage coordination and cooperation with and among the appropriate Federal, State, and local agencies, and international organizations where appropriate, in collection, analysis, synthesis, and dissemination of coastal management information, research results, and technical assistance, to support State and Federal regulation of land use practices affecting the coastal and ocean resources of the United States.
- C. The authority for UPR-M to enter into this Agreement is Law Number 1, January 20, 1966, as amended, and known as *Ley de la Universidad de Puerto Rico* (The University of Puerto Rico Act), 18 LPRA §601 which authorizes the different Campuses to enter into collaborative agreements that will enhance the educational, research, and outreach programs of the institution.

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IV. RESPONSIBILITIES OF THE PARTIES

- A. Each Party will establish a coordinator responsible for cooperative implementation of the HD Program. Program coordinators will communicate regularly through telecommunications and site visits to identify human dimensions research needs and opportunities of mutual interest and plan, implement, and adaptively manage cooperative projects.
- B. General Responsibilities:
1. The Parties shall endeavor to provide policy direction and assure appropriate professional standards.
 2. Each Party will take full financial and administrative responsibility for its own employees physically located at or holding positions in the HD Program.
 3. Each Party will take full financial responsibility for all damage claims which may arise from the negligence or intentional acts or omissions of its employees and agrees to consider and adjudicate promptly any and all damage claims, which may arise directly or indirectly from the operation of the HD Program. NOS shall only be liable as required by applicable federal law.
 4. Contracts, grants, or other agreements entered into pursuant to this Agreement shall comply with all requisite DOC regulations and UPR-M policies.
 5. The Parties will, to the extent practical, collaborate and jointly release statements to the press, and will endeavor to ensure that all Parties are acknowledged as partners in the HD Program. Any such release will be approved by both Parties before its release.
 6. The Parties will periodically review the HD Program's effectiveness in achieving the purpose as described in Section I.B., PARTIES AND PURPOSE.

V. OBJECTIVES

- A. This Agreement encompasses a very broad range of research, monitoring, assessment, training, and education related to human causes, consequences, and responses to ecosystem stress. Efforts will focus on HD topics and tools that are of joint interest to the Parties, especially in furthering NCCOS's efforts to develop and execute an implementation plan for HD research following the *NCCOS Human Dimensions Strategic Plan (FY2009-2014)*.

- B. Examples include stakeholder participation in decision making; stakeholder assessment; socioeconomic monitoring; human behavioral patterns and socioeconomic drivers of stress to coral reef and other ecosystems; societal consequences of management options; incorporation of traditional and local ecological knowledge into science and management; institutional strategies for ecosystem-based management; integrated socioeconomic and environmental assessment using geographic information systems; evaluation of products and services; integrated ecosystem assessments; vulnerability of coastal communities to ecosystem stress; and risk communication. Other topics may be added by mutual consent.

VI. OPERATING PRINCIPLES

- A. To serve as a mechanism for interdisciplinary research through which NCCOS, CIEL, and other scientists may work together on problems of mutual interest;
- B. To involve individuals and institutions at the local, regional, and national levels in identifying HD research needs, evaluating and demonstrating promising HD methods, and fostering the use of such methods as part of new, integrated approaches to managing marine and coastal ecosystems;
- C. To facilitate collaborative research and the exchange of ideas among scientists associated with the Parties to increase their collective productivity and the application of their findings to marine and coastal management;
- D. To serve as a local, regional, and national source of expertise throughout the range of NOS marine and coastal activities;
- E. To promote understanding of the importance of incorporating HD information in marine and coastal management through the development of innovative methods for research, analysis, and application of such information;
- F. To stimulate the training and facilitate the financial support of undergraduate and graduate students and postdoctoral scholars, in the disciplines associated with broadly-based studies pertaining to the human dimensions of marine and coastal ecosystems; and
- G. To improve the effectiveness of teaching in the HD disciplines.

VII. CONTACTS

- A. The Points of Contact (POC) for coordinating activities under this Agreement are:
 - 1. NCCOS – Programmatic POC

Marybeth Bauer, PhD
NCCOS Human Dimensions Research Coordinator
SSMC4, N/SCI
1305 East-West Highway
Silver Spring, Maryland 20910
Phone: (301) 593-4724
Fax: (301) 713-4353
E-mail: marybeth.bauer@noaa.gov

2. CIEL – Programmatic POC
Manuel Valdés Pizzini, PhD
Professor, UPR-M Dept. of Social Sciences
Director, CIEL
Apartado 9266, Recinto Universitario de Mayagüez
Mayagüez, PR 00681-9266
Phone: (787) 538-1466 (mobile)
E-mail: mvpizzini@uprm.edu or valdespizzini@gmail.com

- B. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change.

VIII. FINANCIAL ARRANGEMENT AND IMPLEMENTATION

- A. This Agreement is not intended to create specific obligations on the Parties and is not a fiscal or funds obligation document. This Agreement defines in general terms the basis on which the Parties will cooperate, and as such, may at some time involve the transfer of funds from one Party to another. Any activities or projects involving reimbursement or transfer of funds between the Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures. Such activities will be documented in Annexes to the underlying Agreement, with specific projects between the Parties clearly described and referencing the underlying Agreement. See Attachment II.
- B. Each Party will keep its customary required administrative and financial records and make those records related to the operation of the Agreement available to the other Party upon request.

IX. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATIONS

- A. This Agreement will become effective when signed by the Parties. The Agreement will remain in effect through September 30, 2013.
- B. The Agreement may be amended within its scope, extended, or annexed prior to its expiration through the written mutual consent of the Parties.

- C. The Agreement may be terminated by: (1) mutual written consent; (2) either Party's six months advance written notice; or (3) completion of the terms and conditions of the Agreement.
- D. The Parties will review this Agreement every three years to determine whether it should be amended or terminated.
- F. This Agreement in no way restricts the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

X. RESOLUTION OF DISAGREEMENTS

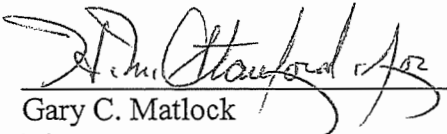
Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto that cannot be resolved at the operating level, the area(s) of disagreement shall be reduced to writing by each Party for consideration at least thirty (30) days prior to forwarding the respective higher levels of management for appropriate resolution.

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XI. APPROVALS


This Agreement is entered into and made effective as of the later date indicated below.

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

BY: 
Gary C. Matlock
Director


DATE: 08/14/08

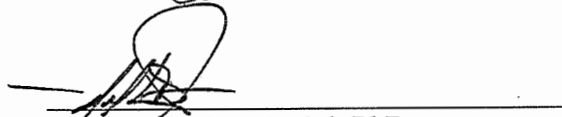
ACCEPTED AND APPROVED FOR THE
UNIVERSITY OF PUERTO RICO-
MAYAGÜEZ
COLLEGE OF ARTS AND SCIENCES
INTERDISCIPLINARY CENTER FOR
COASTAL STUDIES

BY: 
Dr. Jorge Iván Vélez Arocho, PhD
Chancellor

DATE: Sept 4, 2008

Recommended by:


Moisés Orengo Avilés, PhD
Dean, College of Arts and Sciences


Manuel Valdés Pizzini, PhD
Director, CIEL

Attachment I

The *NCCOS Human Dimensions Strategic Plan (FY2009-2014)* can be found online at:
<http://coastalscience.noaa.gov/human/welcome.html>.

Attachment II

Annex Information

An Annex will be executed when funds are to be transferred between the Parties. Each Annex will reference this Agreement and include the following:

1. Purpose;
2. Organizational authorities to expend or transfer funds;
3. A detailed Statement of Work (SOW), which clearly describes the supplies or services being ordered;
4. Accounting and fiscal data to include each Party's Dun and Bradstreet (DUNS) Number, Employer Identification Number, OMB MAX Code, Agency Location Code, Appropriation Codes for payment and collection, and type of funds and expiration date;
5. Funding, billing, and payment arrangements;
6. Identification of individual project managers;
7. Identification of types of contracts to be used, if any;
8. Types and frequencies of reports required;
9. Identification of which Party is to be responsible for government-furnished equipment, contract administration, records maintenance, rights to data, software and intellectual property, and contract audits;
10. Procedures for amending or terminating the Annex;
11. Such other particulars as necessary to describe clearly the obligations of the Parties with respect to the requested goods and services; and
12. Appropriate approval/signature blocks for each Party's respective signatory officials.