

MEMORANDUM OF AGREEMENT

BETWEEN THE

DEPARTMENT OF THE NAVY  
U.S DEPARTMENT OF DEFENSE

AND THE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
U.S. DEPARTMENT OF COMMERCE



## I. PARTIES

A. This Memorandum of Agreement (MOA) is entered into by and between the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce (DOC), and the Department of the Navy (Navy), as represented by the Oceanographer of the Navy, U.S. Department of Defense, hereinafter referred to as the Parties.

B. This MOA replaces the existing umbrella MOA between Navy and NOAA, effective 24 January 2004, which replaced the MOA dated 31 July 1993, as amended 16 June 1994, and as extended to 31 December 2003, through an oral agreement memorialized in an exchange of letters between the Navy and NOAA approving officials.

## II. AUTHORITIES

A. The Navy and NOAA may enter into Annexes to this MOA in accordance with Section VII. IMPLEMENTATION OF ANNEXES.

B. Annexes under this MOA may be concluded pursuant to a broad array of programmatic authorities and will be executed in accordance with applicable transactional authorities. These authorities include, but are not limited to, the following:

1. 10 U.S.C. § 5013, which authorizes the Secretary of the Navy to conduct all affairs of the Navy, including the delegation of this authority, for functions including organizing, equipping, training, mobilizing and maintaining the Navy.

2. 33 U.S.C. §§ 883a – 883e, the Coast and Geodetic Survey Act (National Ocean Service (NOS) Organic Authority), which authorizes the Secretary of Commerce to conduct hydrographic and topographic surveys, tide and current observations, geodetic control surveys, field surveys for aeronautical charts, geomagnetic, seismological, gravity, and related geophysical measurements to provide charts and other information for safe and marine and air navigation.

3. 15 U.S.C. § 313, the National Weather Service (NWS) organic authority, which authorizes Secretary of Commerce to have charge of the forecasting of weather, the issue of storm warnings, the display of weather and flood signals for the benefit of agriculture, commerce, and navigation, the gauging and reporting of rivers, the maintenance and operation of seacoast telegraph lines and the collection and transmission of marine intelligence for the benefit of commerce and navigation, the reporting of temperature and rain-fall conditions for the cotton interests, the display of frost and cold-wave signals, the distribution of meteorological information in the interests of agriculture and commerce, and the taking of such meteorological observations as may be necessary to establish and record the climatic conditions of the United States, or as are essential for the proper execution of the foregoing duties NOAA to collect and disseminate weather and climate observations for the protection of life and property.

4. 31 U.S.C. § 1535, the Economy Act, which provides that an agency may place an order with a major organizational unit within the same agency or another federal agency for goods or services if: (a) amounts are available; (b) the ordering agency decides the order is in the best interest of



the U.S. Government; (c) the agency filling the order is able to provide or obtain by contract the ordered goods or services; and (d) the agency decides the ordered goods or services cannot be obtained by contract as conveniently or economically by a commercial enterprise.

5. 15 U.S.C. § 1525 (1<sup>st</sup> paragraph), the DOC Special Studies Authority, which provides that, upon request of any person, firm or public or private organization, DOC may perform special studies and collect and retain a user fee to cover the cost of the work. This includes preparing and providing special compilations, lists, bulletins, and reports.

6. 15 U.S.C. § 1525 (2<sup>nd</sup> paragraph), the DOC Joint Project Authority, which provides that DOC may enter into joint projects with nonprofit, research, or public organizations on matters of mutual interests, the costs of which is equitably apportioned.

7. 16 U.S.C. § 661, *et seq.*, the Fish and Wildlife Coordination Act, which authorizes NMFS to provide assistance and to cooperate with other state and Federal agencies to help conserve fish and wildlife populations and habitats.

8. 16 U.S.C. § 1801 *et seq.*, the Magnuson-Stevens Fishery Conservation and Management Act, which authorizes NOAA to manage the nation's fishery resources within the Exclusive Economic Zone, including promoting domestic commercial and recreational fishing under conservation and management principles provided under the Act and conducting a comprehensive program of fishery research.

9. 16 U.S.C. §1531 *et seq.*, the Endangered Species Act, which authorizes NMFS to provide for the conservation of endangered and threatened species of fish, wildlife, and plants throughout all or a significant portion of their range, and the conservation of the ecosystems upon which they depend, including seeking to conserve endangered and threatened species with the cooperation of other Federal departments and agencies.

10. 16 U.S.C. §1361 *et seq.*, the Marine Mammal Protection Act; which authorizes NMFS to protect all marine mammals and to prevent marine mammals from being taken from their habitats, including conducting stock assessments of marine mammals and collecting reference data on the health of marine mammals.

11. 16 U.S.C. § 6401 *et seq.*, the Coral Reef Conservation Act, which authorizes NOAA to implement a national program to conserve coral reef ecosystems within the U.S. jurisdictions and waters with shallow-water coral reefs, including research, monitoring, and assessment and cooperative conservation and management with other partners.

12. 33 U.S.C. 3601 *et seq.*, the National Integrated Coastal and Ocean Observation System Act, which authorizes the establishment of a national integrated system of ocean, coastal, and Great Lakes observing systems, and which provides authority for interagency agreements and joint centers to support this purpose.

13. 10 U.S.C. §7901, which authorizes the Secretary of the Navy to maximize the safety and effectiveness of all maritime vessels, aircraft, and forces of the armed forces by means of marine



data collection, numerical weather and ocean prediction, and forecasting of hazardous weather and ocean conditions as well as to assist in the production of nautical charts.

### III. BACKGROUND AND PURPOSE

A. Since 1971, as agreed to by correspondence between the Secretary of the Navy and the NOAA Administrator, the Oceanographer of the Navy has served the additional duty of Naval Deputy to NOAA. The Oceanographer was chosen for this role due in part to the large number of oceanographic programs of mutual organizational interest under his/her purview.

B. The established mission of the Naval Deputy to NOAA is to conduct liaison to avoid duplication of federal oceanographic activities; maintain a close relationship between NOAA and the Navy in research and development; and ensure that national security considerations are addressed in NOAA policy matters.

C. The purpose of this umbrella MOA is to ensure optimum efficiency and maximum benefit to the United States by establishing a framework for cooperation and coordination between the Parties. This MOA is necessary and essential to further the mission of the Parties in that it will serve as an umbrella that sets forth the general terms and conditions under which the Parties may seek cooperative programs and activities, and acts as an instrument to more effectively carry out the responsibilities associated with these identified areas.

D. This MOA is not intended to preempt or foreclose any ongoing or established arrangements or agreements between the Parties. It is intended to establish a mechanism to continue to pursue cooperation between the Parties, and to increase centralized tracking and knowledge of this cooperation. It is the intention of the Parties that current and future agreements between the Parties should be incorporated as Annexes to this MOA. Agreements between the Parties not directly under the Oceanographer of the Navy's purview, but within the mission of the Naval Deputy to NOAA, may also be included. In case of conflict between this updated umbrella MOA and an existing Annex, the Executive Agents should approve an explicit exception in writing, as the term is defined in Section V.

### IV. MUTUAL INTEREST OF THE PARTIES

This MOA is of mutual interest to the Parties because it is designed to make it easier for the Parties to work together, when appropriate, in integrating their expertise and resources in addressing areas of mutual interest. Examples of those areas include, but are not limited to: meteorology, oceanography, geospatial information and services, astrometry, precise time and time interval, remote sensing, navigation, and environmental readiness.

### V. PARTY REPRESENTATIVES AND JOINT RESPONSIBILITIES

A. Executive Agents. The Executive Agent for NOAA shall be the Deputy Under Secretary for Oceans and Atmosphere. The Executive Agent for the Navy shall be the Oceanographer of the Navy. The Executive Agents agree to:



1. Cooperate in mutual areas of interest and share data, information and findings of mutual concern;
2. Establish specialized working groups of personnel, when necessary or expedient, to conduct studies, develop plans and provide program implementation guidelines for specific program areas as required;
3. Cooperate and support the operation of program activities, technology applications, development and related work pertaining to cooperative activities pursued under this MOA.
4. Select one individual each to act as the Cooperation Oversight Liaison (COL) for the Party. Currently NOAA is supported by the OMAO NOAA-Navy Liaison Officer; the Navy is supported by the Naval Deputy to NOAA (NAVDEPNOAA) Liaison Officer.

B. Cooperation Oversight Liaison. The COL will be responsible for the oversight and coordination of the activities under the MOA and shall provide guidance to the Parties in order to maximize its benefits.

1. Responsibilities of the COL:
  - a. Identify potential areas of cooperation and recommend new cooperative activities;
  - b. Propose mechanisms through which cooperative activities can be facilitated;
  - c. Oversee the development, negotiation and conclusion of individual agreements for specific work when mutually beneficial and agreeable; and
  - d. Recommend the termination of activities that are no longer considered relevant.

## VI. FUNDING ARRANGEMENTS AND RESPONSIBILITIES

A. The Parties are responsible for funding their respective areas of responsibilities under this MOA, 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 VII. IMPLEMENTATION OF ANNEXES, and will otherwise be handled in accordance with applicable laws, regulations, and implementing procedures.

B. The transfer of funds between the Parties or the issuance of joint contracts 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. Joint contracts will be negotiated and entered into under applicable laws and acquisition regulations.

C. This MOA does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

D. The responsibilities of the Parties under this MOA and any Annexes thereto are subject to the availability of appropriated funds and other resources.

## VII. IMPLEMENTATION OF ANNEXES



A. Each activity undertaken under this MOA will be developed as an Annex. Each Annex will: incorporate the terms and conditions of this MOA; 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 necessary, to clearly describe the requested goods or services; address funding arrangements, including the complete accounting classification code structures, appropriation symbols for payment and collection, Agency Location Code (ALC), Treasury Agency Code, Treasury Account Symbol (TAS), Funding Expiration Date, Business Event Type Code (BETC), Business Partner Network Number (BPN), Accounting Classification Code Structure (ACCS), any other information required for interagency agreements by the Office of Management and Budget or other authorities; and invoke the appropriate legal and programmatic authorities of the Parties.

B. To ensure consistency, Annexes will follow a format similar to this MOA and will be subject to all applicable statutory, regulatory, and other legal and administrative clearance requirements of the Parties.

C. Each Annex shall have its own termination date, which will supersede the termination date of this MOA.

D. The Parties will attempt to complete the legal review of individual annexes within 90 days, but recognize there will be instances when that goal cannot be met.

E. Annexes and modifications thereto also will be coordinated with the NOS, Attn: Management and Budget Office (MB). NOS, as the lead NOAA Line Office for this umbrella MOA, will be responsible for tracking/assigning the control numbers for all subsequent Annexes and modifications thereto.

F. The Parties will provide NOS MB a certified signature copy of each Annex or modifications thereto upon execution within 30 days.

G. The COLs may recommend termination of Annexes with final approval residing with the Parties, as specified in Section IX, PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION, of this MOA.

H. Annexes which authorize joint contracting arrangements will include criteria for determining which Party shall issue and administer the contract obligations for input from the non-contracting Party and delineate the responsibilities of each Party for contract termination costs should the contract be prematurely terminated.

I. Other Federal agencies may participate in Annexes within the scope of this MOA, as appropriate, if mutually agreed to by the Parties. Other Federal agencies participating in Annexes will sign and become Annex Parties, but will not be Parties to this MOA.

## VIII. CONTACTS



A. The contacts for coordinating activities under this MOA are:

1. Oceanographer of the Navy, NAVDEP NOAA Liaison Officer.
2. NOS Deputy Undersecretary, Project Coordination Office applicable Line or Staff Office Liaisons.

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

#### IX. PERIOD OF AGREEMENT, MODIFICATION, OR TERMINATION

A. This MOA will become effective upon the date of the last signature and shall remain in effect for 10 years. The Parties agree to review the terms and conditions of this MOA bi-annually through their respective COL, to determine whether the MOA should remain as written, or be extended, revised, or canceled.

B. This MOA may be amended at any time by mutual written consent of the Parties.

C. Either Party may terminate this MOA or any Annex by providing 180 days written notice to the signatory of the other Party. Third party federal agencies that are participating as Annex Parties also may terminate the Annex by providing 180 days written notice to the other Parties.

#### X. CONFLICTS WITH DIRECTIVES AND RESOLUTION OF DISAGREEMENTS

A. Nothing herein is intended to conflict with current Department of Commerce or Department of Defense directives. If the terms of this MOA are inconsistent with existing directives of either of the Parties entering into this MOA, then those portions of this MOA 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 MOA, all necessary changes will be accomplished by either an amendment to this MOA or by entering into a new MOA, whichever is deemed expedient to the interests of the Parties.

B. Should disagreement arise on the interpretation of the provisions of this MOA, 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 their own respective higher officials for appropriate resolution.

C. If a dispute related to funding for an Annex to this MOA remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, it will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.



APPROVALS:


ACCEPTED AND APPROVED FOR THE  
U.S. NAVY



Jonathan White  
Rear Admiral, United States Navy  
Naval Deputy to  
National Oceanic and  
Atmospheric Administration

Date *20 Dec 2013*

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



Kathryn D. Sullivan, Ph.D.  
Acting Under Secretary of Commerce  
for Oceans and Atmosphere  
National Oceanic and  
Atmospheric Administration

Date DEC 16 2013