

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
U.S. DEPARTMENT OF COMMERCE
AND THE
NATIONAL MUSEUM OF NATURAL HISTORY
SMITHSONIAN INSTITUTION

Agreement No. _____

I. PARTIES

This document constitutes a Memorandum of Understanding (MOU) between the National Oceanic and Atmospheric Administration (NOAA), U.S. Department of Commerce, and National Museum of Natural History (NMNH), Smithsonian Institution, which is an instrumentality of the United States and a non-profit entity under Section 501(c)(3) of the Internal Revenue Code.

II. AUTHORITIES

The programmatic authorities for the parties to undertake activities contemplated by this MOU include, but are not necessarily limited to:

- (1) The America COMPETES Act, 33 U.S.C. §§ 893-893b, which authorizes NOAA to promote innovation and economic competitiveness through basic scientific research; to develop and promote science, technology, engineering, and mathematics education consistent with NOAA's mission; and, to conduct, develop, support, promote, and coordinate formal and informal educational activities at all levels to enhance public awareness and understanding of ocean, coastal, Great Lakes, and atmospheric science.
- (2) The Smithsonian Institution's enabling legislation, 20 U.S.C. § 41 *et seq.*, which established the Institution for the increase and diffusion of knowledge.
- (3) Executive Order 13547, which establishes a national policy for the stewardship of the ocean, coasts, and Great Lakes.

III. BACKGROUND

In 2004, in response to the U.S. Commission on Ocean Policy's findings and recommendations in its report *An Ocean Blueprint for the 21st Century*, the Bush Administration released the U.S. Ocean Action Plan with the goal of fostering responsible use and stewardship of ocean and coastal resources through actions which promote lifelong ocean education. It specifically called for NOAA support of the Ocean Initiative (OI) at the Smithsonian Institution, which is designed to advance scientific understanding of the ocean and public awareness of its importance. The initiative includes a national exhibition on the global ocean called the Sant Ocean Hall, a new Web-based Ocean Portal, and a more cross-cutting marine science program at the NMNH, to promote collaboration and knowledge sharing among scientists and policymakers.

NOAA and NMNH collaborated on the Sant Ocean Hall, which opened in September 2008 at the NMNH and is an educational program exhibition covering over 17,000 square feet. By integrating expertise from NOAA and the National Museum of Natural History, the exhibition demonstrates how understanding our ocean is central to understanding and sustaining our world and builds upon our mutual interest in marine research, collections and ocean literacy.

More recently, Executive Order 13547 established a national policy for the stewardship of the ocean, coasts, and Great Lakes. The Executive Order recognizes that America's stewardship of the ocean, coasts, and Great Lakes is linked to national prosperity, environmental sustainability, human health and well-being, adaptation to climate and other environmental change, social justice, foreign policy, and national and homeland security. The policy includes guiding principles for management decisions and actions toward stewardship that ensures that the ocean, coasts, and Great Lakes are healthy and resilient, safe and productive, and understood and treasured so as to promote the wellbeing, prosperity, and security of present and future generations.

The NMNH is uniquely positioned to bring the ocean literacy message to new audiences, and through its world class research and unmatched collections, it has the ability to help the public understand the role we all play in preserving this global system. NOAA is a global leader in oceanic and atmospheric research and ocean resource management, and it is a provider of information products. Together NMNH and NOAA form a unique combination, and they are positioned to bring ocean science and education together to provide visitors with a better understanding of the ocean and our human connections to it. These are goals of the Smithsonian's Ocean Initiative and of the Department of Commerce Strategic Plan, which includes fostering science and promoting environmental stewardship.

IV. PURPOSE

Pursuant to this MOU, the parties may build upon existing collaboration on ocean science and climate literacy and develop new areas of collaboration in marine research, marine collections, and ocean science education and outreach. Both organizations are interested in expanding and building upon their mutual interest in marine research, education, and outreach.

This Ocean Initiative collaboration between NOAA and NMNH will support lifelong ocean education, which fosters a strong economy, promotes healthy ecosystems and prepares a competitive workforce with the awareness needed to balance the sustainable use and conservation of natural resources. It will strengthen U.S. scientific education and research, and it will build upon existing educational programs and activities designed to enhance public awareness and understanding of ocean and climate science. The NMNH receives more than seven million visitors per year, and the projected number of visitors for the new Ocean Portal website is estimated to exceed this number. Successful ocean stewardship and conservation depend on informed policy-makers and an informed public.

The activities under this MOU will allow NOAA and NMNH to explore and deploy new methods of presenting scientific information related to ocean topics in a unique educational setting that is provided by the Smithsonian Institution. The Smithsonian is a leader in the field of informal science education, and is a model for educational activities and exhibits, and NOAA is a global leader in oceanic and atmospheric research and provider of information products. The activities may also allow NOAA and NMNH to pursue collaborative scientific efforts to further understand global ocean processes and marine biodiversity. Both organizations have unique capabilities to offer in this collaboration, ranging from the ocean exploration facilities to the stewardship of marine collections.

Accordingly, subject to available funding and consistent with applicable law, the parties may develop, plan, and execute multiple outreach, educational and research projects, to be set forth in separate implementing agreements (IAs) entered into pursuant to this MOU as provided in Section VI. The overall collaboration goals are:

1. To collaborate on education and outreach projects, exhibits and computer interactive exhibitry with the purpose of promoting environmental stewardship and enhancing the awareness, understanding, and engagement of the public with respect to key environmental science and technology subjects under NOAA and NMNH's mission; and,
2. To foster science and collaborate on scientific research projects with the purpose of increasing the understanding of the ocean as a global system including enhanced understanding and documentation of marine biodiversity.

Future projects, to the extent such activities are consistent with each organization's authorities, may include:

- Providing ocean science education leadership through the management and integration of a broad network of partnerships and programs including design, development and implementation of informal and formal ocean science education programs and public programming activities including jointly targeting efforts on specific audiences, such as science teachers, family groups, and the science-attentive general public;
- Developing educational materials that support each institution's education efforts, such as teacher professional development workshops; new education materials that reflect the efforts of both institutions, the Ocean Literacy essential principles, and ocean-relevant

Climate Literacy essential principles; collaborating to identify and coordinate scientists to serve as guest speakers for the Sant Ocean Hall, NMNH public programming activities, visitors, and educators;

- Collaboration with the Ocean Portal team of producers, designers, and writers to adapt current and/or develop new NOAA content for use on the Ocean Portal Website; NOAA participation on the Ocean Portal Editorial Board; and subject matter expert participation in story development review for the Ocean Portal;
- Support for and collaboration on fora and other communication tools to support the Ocean Initiative collaboration including lecture series, books, educational film series, workshops, docent programs, and special events;
- Collaborative research between NOAA and NMNH, which may include ocean exploration expeditions, coral reef and marine mammal research, global change research, and other areas of mutual interest. This will also include arrangements for NMNH to undertake the long-term care and stewardship of any specimens collected as part of any collaborative scientific expedition by NMNH as part of the National Collection: Collaboration on internship, fellowship, and/or visiting staff opportunities, as appropriate,
- Use of Smithsonian Institution, NMNH, Department of Commerce, or NOAA facilities for special meetings and events; and,
- Collaboration on additional relevant educational and outreach activities.

V. RESPONSIBILITIES OF THE PARTIES

NOAA and NMNH agree to perform the following general activities in support of the collaborative educational and scientific projects:

- A. Provide senior personnel to meet to discuss project development, planning, and implementation work, and to consider new activities. For projects where it is necessitated, activities will be described in IAs to be entered into pursuant to this MOU.
- B. Once IAs are executed for specific projects, the parties will provide staff time and resources as appropriate to enable personnel to conduct the work as described in the IAs.
- C. NOAA agrees to provide a central point of contact and coordinator for all NOAA activities under relevant IAs.
- D. NMNH agrees to provide a central point of contact and coordinator for all NMNH activities under relevant IAs.
- E. Each party agrees that it will be responsible for the negligent acts or omissions of its employees and agents causing injury to persons not a party to this MOU. Nothing herein shall be deemed a waiver of any governmental or sovereign immunity available to either party.

VI. IMPLEMENTING AGREEMENTS

Specific projects developed by the parties to effectuate the purposes of this MOU will be described in IAs to be executed by each party prior to the commencement of such activities. IAs will cite to and incorporate this agreement by reference. IAs will describe the nature of the project, the responsibilities of each party (including amounts that are being transferred between the parties or the amount of in-kind support being provided by each party, if applicable), and the time frame during which the project will be undertaken. If an IA involves a transfer of funds between the parties, the IA will include all appropriate accounting information for each party, including treasury account symbols, business event type codes, and DUNS numbers. All activities to be undertaken pursuant to IAs entered into between the parties must be consistent with applicable law and will cite the authorities applicable to the specific IA. In no event will the term of an IA extend beyond the term of this MOU.

VII. CONTACTS

The contacts of each party to this MOU are:

National Oceanic and Atmospheric Administration
Louisa Koch, Director of Education
14th and Constitution Avenue NW
HCHB 6869
Washington, DC 20230
phone: (202) 482-3384
fax : (202) 482-0742
Louisa.Koch@noaa.gov

National Museum of Natural History
Susan Fruchter, Associate Director for Operations
10th & Constitution Ave., NW
MRC 106, PO Box 371012
Washington, DC 20013
phone: 202-633-1866
fax : 202-633-0181
E-mail: fruchters@si.edu

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. The implementing agreements will also identify contacts for each specific project, as appropriate.

VIII. PERIOD OF AGREEMENT AND MODIFICATION/TERMINATION

This MOU will become effective when signed by both parties. The MOU will terminate 5 years from its mutual execution, but it may be amended at any time by mutual consent of the parties.

The parties will review this MOU at least once every three years to determine whether it should be revised, renewed, or canceled. This MOU may not be assigned by either party.

Any party may terminate this MOU by providing sixty days written notice to the other party. In the event this agreement is terminated, each party shall be solely responsible for the payment of any expenses it has incurred in carrying out this MOU. Prior to termination of this MOU, the parties will discuss the status of each outstanding IA and mutually agree upon whether to terminate or complete the terms of the outstanding IA's. If a decision is made to complete the term of an IA, the IA will be amended as appropriate. This MOU, and specific projects undertaken pursuant to this MOU, shall be subject to the availability of funds.

IX. OTHER PROVISIONS

Should disagreement arise on the interpretation of the provisions of this MOU, 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 thirty days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

Under the Inspector General Act of 1978, as amended, 5 USC App. 3, a review of this agreement may be conducted at any time. The Inspector General of the Department of Commerce (Department), or any of his or her duly authorized representatives, shall have access to any pertinent books, documents, papers and records of the parties to this MOU, whether written, printed, recorded, produced, or reproduced by any mechanical, magnetic or other process or medium, in order to make audits, inspections, excerpts, transcripts, or other examinations as authorized by law.

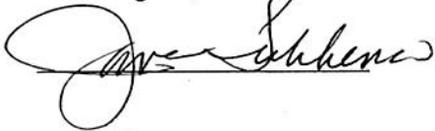
Nothing herein is intended to conflict with current Department of Commerce or Smithsonian Institution directives. If the terms of this MOU are inconsistent with existing directives of either of the parties entering into this MOU, then those portions of this MOU which are determined to be inconsistent 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 MOU, all necessary changes will be accomplished by either an amendment to this MOU or by entering into a new MOU, whichever is deemed expedient to the interest of both parties.

The parties shall have no right, power or authority to create any obligation, expressed or implied, on behalf of the other party and shall have no authority to represent the other party as an agent unless expressly agreed upon in writing.

XI. APPROVALS

By signing and dating, each of the authorized officials below approves this agreement on behalf of their organization.

Dr. Jane Lubchenco
Under Secretary of Commerce for Oceans and Atmosphere
and NOAA Administrator
U.S. Department of Commerce
1401 Constitution Ave., NW
Washington, DC 20230



4 November, 2010

Date

Dr. Cristián Samper
Director, National Museum of Natural History
Smithsonian Institution
10th & Constitution Ave., NW
Washington, DC 20560



4 November 2010

Date