

A MEMORANDUM OF AGREEMENT

**PURSUANT TO THE
NATIONAL MARINE SANCTUARIES ACT
16 U.S.C. 1442 (a)**

BETWEEN THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICE
NATIONAL MARINE SANCTUARY PROGRAM
PACIFIC ISLANDS REGION**

AND THE

**KOHALA CENTER
FOR PACIFIC ENVIRONMENTS**

**NOS Agreement Code: MOA-2007-065/7600
Kohala Agreement Code:**

I. PARTIES AND PURPOSE

- A. This agreement is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the National Marine Sanctuary Program (NMSP), Pacific Islands Region (PIR) and The Kohala Center for Pacific Environments (Kohala Center).
- B. The purpose of the Agreement is to establish a framework for joint participation among the Parties for science education and research on Hawai'i Island. The Parties will collaborate to facilitate a partnership between the Kohala Center on the Big Island of Hawaii and the PIR, and the NMSP.

II. BACKGROUND

- A. The Kohala Center is an independent, not-for-profit academic institute for research and education in environmental sciences, located on the Big Island of Hawaii.
- B. The Kohala Center works to develop partnerships between the native culture, local community, science and by engaging the Island of Hawaii's (Big Island's) unique cultural, scientific and intellectual assets.
- C. The Kohala Center creates, implements and maintains teaching and research programs that enhance island environments and communities, via numerous projects created in partnerships between schools, universities, research agencies, and communities around the Big Island. The Kohala Center is world renowned by the international scientific community for creating models and programs that have global impacts.
- D. The Kohala Center has collaborated with Pacific Islands Region of the National Marine Sanctuary program to assist with a planned community education center in Kahaluu Bay Beach Park, education and outreach programs at the Outrigger Keauhou Hotel and Preserve America Mini-grants.
- E. The NMSP is managed by NOAA. The system of thirteen national marine sanctuaries and one marine monument promotes long-term conservation while allowing for compatible commercial and recreational activities. The Hawaiian Islands Humpback Whale National Marine Sanctuary also conducts scientific and educational/outreach activities and works with the public to manage and protect these species.

- F. The Kohala Center has a partnership with the Outrigger Hotels – Hawaii which and will be used to support research, education and community events at the hotel property in Keauhou, Hawaii.

III. AUTHORITIES

- A. The legal authority for the NMSP to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1442(a), which authorizes the Secretary to enter into cooperative agreements, contracts, or other Agreements with State, local governments, or other persons to carry out the purposes and policies of the NMSA.
- B. The programmatic authority for the NMSP is the NMSA, 16 U.S.C. 1431 et seq., including: Section 1431 (b)(7) stating as one of the Purposes and Policies of the NMSA, to develop and implement coordinated plans for the protection and management of marine areas of special national significance with appropriate Federal agencies, State and local governments, Native American tribes and organizations, international organizations, and other public and private interests concerned with the continuing health and resilience of these marine areas; Section 1431 (b)(4) stating as another of the Purposes and Policies, the enhancement of public awareness, understanding, appreciation, and wise use of the marine environment; and Section 1440, directing the Secretary of Commerce to conduct research and education programs to carry out the policies of the NMSA, and to promote and coordinate the use of National Marine Sanctuaries for research and education.

IV. TERMS AND CONDITIONS

- A. The NMSP, Pacific Island Region will:
 - 1. Recognize the unique capabilities of Kohala Center to provide community based research and educational programs on the Big Island of Hawaii where the NMSP has two small offices and one visitor center in Hilo, Hawaii (Mokupapapa). The Kohala Center has programs and can facilitate projects on the local, county and NGO level that currently do not exist for the NMSP on the Big Island, the mainland and eventually internationally as well.
 - 2. Work with the Kohala Center to support their on-going efforts to develop a community-based plan for Kahaluu Beach park. The PIR will enlist the assistance of the State of Hawaii and NMFS to provide technical expertise for the plan as it relates to the endangered green sea turtle and other protected marine organisms found in the park.

3. Provide assets (e.g., visitor center, boat and ship time), as available, that the Kohala Center might need for meetings, research and outreach programs.
4. Seek to create and provide internship opportunities for students with the assistance of the Kohala Center for students and volunteers at both of the NMSP visitor offices on the Big Island.
5. Provide a linkage for the Kohala Center to other NOAA offices in Hawaii and the mainland, allowing for greater school projects, partnerships and internships. Likewise the Kohala Center will provide mainland and internship linkages as well for the PIR, and NMSP.
6. Seek to provide boat, ship and facilities throughout Hawaii for students, including research, education and other projects as needed.
7. Work with the Kohala Center and its project partners, such as the Ala Kahakai National Historic Trail, in the development of a shore line walking trail along the Kona-Keauhou complex, complete with signage, geodetic markers, trail maps etc.

B. The Kohala Center will:

1. Assist with the introduction of the PIR, NMSP programs to community groups, especially those of the Native Hawaiian community on the Big Island.
2. Assist in identifying possible community partners, grants etc. for the PIR, as well as possible projects for both the Hawaiian Islands Humpback Whale National Marine Sanctuary office in Kona and the Papahānaumokuākea Marine National Monument's Mokuapapapa Discovery Center in Hilo.
3. Assist the PIR, NMSP and NOAA with the dissemination of information via the Kohala Center's various points of contacts.

C. The Parties will:

1. Support, whenever possible, education, and the transfer of information and technology between the Kohala Center and the National Marine Sanctuary Program.
2. Work together to incorporate larger NOAA themes in school presentations and visits, including other line offices of NOAA (National Weather Service, National Marine Fisheries Service, etc).

And will work to develop other NOAA and Federal partnerships for the Kohala Center.

3. Assess, periodically, collaborations between the Parties.
4. Meet at a minimum twice yearly to review the progress of this Agreement and to develop annual statements of work (SOWs) to define short and long term objectives and strategies for future implementation.

V. CONTACTS

- A. The points of contact for coordinating activities under this Agreement are:

National Marine Sanctuary Program	The Kohala Center
Allen Tom	Dr. Matthews M. Hamabata
Regional Director	Executive Director
National Marine Sanctuary program	P.O. Box 437262
726 South Kihei Road	Kamuela, Hawaii 96743
Kihei, Hawaii 96753	808-887-6411
808-879-2818, ext 112	

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

VI. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement will become effective when signed by all parties. The Agreement will remain in effect through September 30, 2010, unless either terminated by (1) mutual written consent, (2) 30 days advance written notice by either Party, or (3) completion of the terms and conditions of this Agreement.
- B. This Agreement may be amended within the scope of this Agreement, extended, or renewed prior to the expiration date of the Agreement through the written mutual consent of the Parties. The Parties will review this Agreement at least once every two years to determine whether it should be revised or terminated.

VII. FINANCIAL ARRANGEMENT AND IMPLEMENTATION

- A. This Agreement defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a financial obligation to serve as a basis for expenditures.

- B. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided by each Party to the extent that their participation is required and resources are available.
- C. This Agreement is not a fiscal or funds obligation document. Any activities 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 a separate legal instrument.
- D. This Agreement does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- E. This Agreement does not obligate the Parties to expend funds or to enter into any other agreements, contracts, or other obligations.

VIII. RESOLUTION OF DISAGREEMENTS

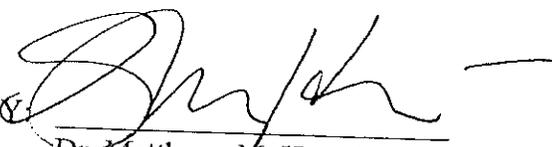
Should disagreement arise on the interpretation of the provision of this Agreement, or Amendments and/or revisions thereto that cannot be resolved at the opening level, the area(s) of disagreement shall be stated in writing by each Party for consideration at least 30 days prior to forwarding to respective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

IX. APPROVALS

ACCEPTED AND APPROVED FOR THE
US DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

ACCEPTED AND APPROVED FOR
THE KOHALA CENTER

BY: 
Daniel J. Basta
Director
National Marine Sanctuary Program

BY: 
Dr. Matthews M. Hamabata
Executive Director
The Kohala Center

DATE: OCT 17 2007

DATE: 10/25/07

NOS Agreement Code: MOA-2007-065/7600

Kohala Agreement Code:

BY: Allen Tom 10/15/07

Allen Tom
Regional Director
National Marine Sanctuary Program
Pacific Islands Region

AMENDMENT 001

TO

MOA-2007-065/7600

A MEMORANDUM OF AGREEMENT

BETWEEN THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF NATIONAL MARINE SANCTUARIES
PACIFIC ISLANDS REGION**

AND

THE KOHALA CENTER

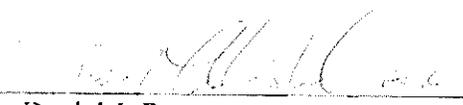
NOS Agreement Code: MOA-2007-065 (Amendment 001)/8109

The purpose of this Amendment is to extend the period of performance. Therefore, in accordance with **Section VI. Duration of Agreements, Amendments, or Termination**, the Parties hereby agree to amend the underlying Agreement, MOA-2006-065/7600, as follows:

1. The Parties agree to extend the period of performance from September 30, 2010 to September 30, 2015.
2. The other terms and conditions of the underlying Agreement as amended, remain in full force and effect.
3. This Amendment will become effective after being signed by all Parties.

APPROVALS

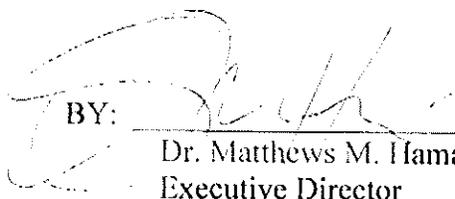
ACCEPTED AND APPROVED FOR THE
US DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE

BY: 
Daniel J. Basta
Director
Office of National Marine Sanctuaries

MAY 19 2010

DATE: _____

ACCEPTED AND APPROVED FOR
THE KOHALA CENTER

BY: 
Dr. Matthews M. Hamabata
Executive Director
The Kohala Center

DATE: 5/27/2010

BY: 
Allen Tom
Regional Director
Office of National Marine Sanctuaries

DATE: 5/27/2010