

A MEMORANDUM OF AGREEMENT

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

BETWEEN THE

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

AND THE

UNIVERSITY OF HAWAI'I MAUI COLLEGE

**FOR THE PURPOSES OF
COOPERATIVE EDUCATION, RESEARCH
AND INTERPRETIVE EFFORTS**

NOS Agreement Code: MOA-2013-075/8730

I. PARTIES AND PURPOSE:

- A. This Memorandum of Agreement (Agreement) is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Office of National Marine Sanctuaries (ONMS), through the Pacific Islands Region (PIR), and the University of Hawai‘i Maui College (UHMC).
- B. The Purposes of this Agreement are to (1) Identify the roles and responsibilities of the Parties for cooperative educational, research and interpretive efforts illustrating the connections between science and education, (2) facilitate mechanisms to formulate education and research partnerships, and (3) examine new and innovative partnerships between our two diverse programs, including student internships, fellowship programs, sharing staff, volunteers, guest lectures, facilities, etc.

II. BACKGROUND

- A. NOAA’s National Marine Sanctuary System was created by Congress in 1974 to protect and preserve underwater environments and maritime heritage artifacts of national and international significance. The two largest protected areas (Papahānaumokuākea Marine National Monument and the National Marine Sanctuary of American Samoa) are located within the Pacific Islands Region (PIR), along with the Hawaiian Islands Humpback Whale National Marine Sanctuary (HIHWNMS).
- B. To accomplish the PIR’s mission of resource protection, the PIR provides assistance to the existing ONMS sites. Sanctuary staff in Hawaii are located on the islands of Kaua‘i, Maui, the Big Island of Hawai‘i and O‘ahu. The PIR administers and supports the offices on O‘ahu, Kaua‘i, Maui, the Big Island of Hawai‘i, and in American Samoa, and visitor centers on Maui and in American Samoa. The visitor centers create a sense of place for residents and visitors to learn not just about the ONMS, but the local natural and cultural resources of the host island.
- C. The PIR seeks to develop and foster new and expanding partnerships with existing programs that have similar missions. To date, the PIR has created partnerships with such varied groups as the University of Hawai‘i at Manoa, the University of Hawai‘i, Hilo, Kaua‘i Community College, Hawai‘i Institute of Marine Biology, and the Territory of American Samoa, and has had a previous agreement with the then Maui Community College, now the University of Hawai‘i Maui College (UHMC).
- D. Maui Community College was established in 1966. UHMC now serves the educational needs of residents of the three islands of Maui County, Moloka‘i, Lāna‘i, and Maui. In 1966, the Board of Regents of the University of Hawai‘i authorized the College to confer the Associate in Arts and the Associate in Science

degrees. Up until 2009, Maui Community College was one of seven community colleges in the University of Hawai'i System and part of a ten campus University of Hawai'i System. In Spring of 2010, the Western Association of Schools and Colleges (WASC) Accreditation Board approved the name change from Maui Community College to University of Hawai'i Maui College. The name change provides a more accurate reflection of the college's three baccalaureate degrees, including Sustainable Science Management.

- E. UHMC encompasses 78 acres at the Kahului site. The student population numbered about 3,980 students in Spring 2013. In January 2013, the College dedicated its new science building, 'Ike Le'a. This science facility will accommodate the college's increasing enrollments and provide support for the liberal arts students as well as programs such as nursing, electronics and four-year degree programs, including engineering technology and sustainable science management. It will house dedicated teaching labs for astronomy, optics, physics, chemistry, anatomy and physiology, biology, microbiology and the marine sciences, where students will work with industry and research partners. Students will also receive hands-on training and research experience through a variety of internship programs in areas such as astronomy and space science, optics and instrumentation, the marine and biological sciences, engineering technology and sustainable science.

III. AUTHORITIES

- A. The legal authority for the ONMS, and UHMC to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1442(e) which allows the Secretary of Commerce, whenever appropriate, to enter into an agreement with a State or other Federal agency to use the personnel, services or facilities of such agency on a reimbursable or non-reimbursable basis, to assist in carrying out the purposes and policies of the NMSA.
- B. The programmatic authority for the ONMS is the NMSA, 16 U.S.C. 1431 et seq., including:
 - 1. 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;
 - 2. 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;

3. 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;
4. Section 1442(c), authorizing the Secretary of Commerce to accept the donation of services for use in administering national marine sanctuaries.

IV. TERMS AND CONDITIONS:

A. PIR will:

1. Recognize the unique capabilities and importance of UHMC to provide community based education (research and other programs) on the island of Maui, where HIHWNMS has a Visitor Center and an office, and throughout Maui County. The UHMC has programs and can facilitate projects on the local, county and non-governmental organization level that are either currently limited at the ONMS or does not exist either locally or on the mainland;
2. Assist in the development of a number of degree programs, such as an applied ocean science degree at UHMC;
3. Seek to create and provide internship opportunities for students and teachers from UHMC at both PIR and Sanctuary offices on Maui, the offices on other islands, and other ONMS offices on the mainland, including the ONMS headquarters in Silver Spring, MD;
4. Provide training, education, volunteers and research materials (and other information as needed) to UHMC for assistance with their programs;
5. Assist in the development of joint education and outreach plans that benefit UHMC;
6. Create joint outreach, education and other materials;
7. Provide access to ONMS facilities (buildings and boats, ship time etc) following all agreed upon procedures, as necessary;
8. Provide guidance, suggested training materials and other tools necessary for the successful performance of UHMC students;
9. Provide a safe work environment and appropriate safety gear to UHMC students and teachers should UHMC employees need to utilize ONMS/PIR offices and/or boats in the field as appropriate to the project;

10. Make available, when practical, administrative, public marine areas, and facilities for activities that provide opportunities for outreach and education to mutual constituents, for research and implementation of conservation, and for recovery actions for native species and habitats;
11. Provide assistance when practical for planning, implementation and monitoring of mutually beneficial work undertaken pursuant to this Agreement;
12. Train UHMC staff and students about the PIR sites and programs, including other NOAA programs;
13. Promote UHMC interpretive and educational programs as it relates to ONMS marine programs;
14. Provide interpretive trainings for UHMC staff and students;
15. Provide multimedia materials for interpretive use;
16. Facilitate partnerships for UHMC students and teachers with other ONMS sites and headquarters, providing an extended opportunity off-island; and
17. Facilitate partnership opportunities with other NOAA offices in Hawai'i (e.g. National Weather Service, National Marine Fisheries Service, etc) when appropriate.

B. UHMC will:

1. Provide staff training and mentoring of PIR/ONMS site staff and volunteers in interpretive techniques at Sanctuary and Monument visitor centers;
2. Promote PIR, HIHWNMS and UHMC interpretive programs;
3. Integrate PIR interpretive themes into UHMC science programs, field trips, walks and other interpretive programs;
4. Develop a science based curriculum utilizing PIR/ONMS office locations on Maui and other PIR partners;
5. Facilitate partnership with other University of Hawai'i programs, including but not limited to Native Hawaiian Studies, Travel and Tourism and Marine Options Program; and
6. Seek other opportunities to support ONMS conservation and educational needs of the students, teachers and general public.

C. Both Parties will:

1. Develop and share, as practical, educational and outreach opportunities, capabilities, materials and about marine sanctuaries, marine protected areas, terrestrial and atmospheric topics when such efforts would benefit public education and interpretation. Activities could include, but are not limited to: developing joint educational materials and/or exhibits; sharing of educational and/or outreach materials, staff and expertise; and developing educational programs and workshops for common constituents;
2. Coordinate pertinent outreach and public information activities. Prior to release of any press release or other public statements about joint projects, the drafting Party will provide the other Party the opportunity to review and comment;
3. Participate in annual and quarterly meetings that will focus on ways to continue to develop our current partnerships;
4. Create an annual report on the partnership;
5. Develop shared printed materials that promote the collective purposes of conserving natural and cultural resources, etc.;
6. Promote other federal, state and local scholarship and internship opportunities;
7. Track student development and feedback on the success of the partnership;
8. Develop joint statements of work for each upcoming fiscal year;
9. Seek ways to include other parts of NOAA, University of Hawai'i and State of Hawai'i entities as part of this collaborative efforts;
10. Support, whenever possible, research, education, conservation expertise, and the transfer of information and technology to enhance management of America's National Marine Sanctuaries;
11. Assess project collaborations between the Parties, at least once a year; and
12. Meet at a minimum twice yearly to review the progress of this Agreement and to develop annual statements of work to define short and long term objectives and strategies for future implementation.

V. TRANSFER OF FUNDING, PROGRAMMING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS

- 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 the basis for expenditures. 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.
- 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 available.
- C. This Agreement does not restrict the Parties from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.
- D. This Agreement does not obligate the Parties to expend funds or to enter into any other agreements, contracts or other obligations.

VI. CONTACTS:

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

ONMS
Allen Tom
Regional Director
Pacific Islands Region
726 South Kihei Road
Kihei, Hawai'i 96753
808-879-2818 (office)
808-874-3815 (FAX)
allen.tom@noaa.gov

UHMC
Clyde Sakamoto
Chancellor
University of Hawai'i Maui College
310 Kaahumanu Ave
Kahului, Hawai'i 96732-1617
808-984-3636 (office)
808-984-3546 (FAX)
clydes@hawaii.edu

- B. Both Parties agree that if there are any changes regarding the information in this section, the Party marking the change will notify the other Party in writing of such change within 30 days. A change to this section will not require an amendment.

~~**VII. THIRD PARTY LIABILITY**~~

- ~~A. The UHMC shall hold and save the DOC, NOAA, ONMS, its officers, agents, and employees harmless from liability of any nature or kind, including costs and expenses to which they may be subject, for or on account of any or all suits or damages of any character whatsoever resulting from injuries or damages sustained by any person or persons or property by virtue of performance of this Agreement, arising or resulting in whole or in part from the fault, negligence, wrongful act, or wrongful omission of the UHMC, any of its subcontractors, employees, and agents.~~

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VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement will become effective when signed by all Parties, and will expire on September 30, 2018.
- 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.
- C. The Agreement may be terminated by (1) written mutual consent; (2) thirty (30) days advance written notice by either Party; or (3) completion of the Terms and Conditions of the Agreement.
- D. The Parties will review this Agreement at least once every three years to determine whether it should be revised or terminated.

IX. RESOLUTION OF DISAGREEMENTS

If the Parties disagree over how to interpret this Agreement, they shall present their differences to each other in writing, and they shall discuss them. If the Parties fail to resolve their differences within thirty (30) days, they may refer the matter to a higher level of authority within their respective organizations.

X. APPROVALS

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

BY:


Daniel J. Basta
Director
Office of National Marine Sanctuaries

DATE: JUL 25 2013

ACCEPTED AND APPROVED FOR THE
UNIVERSITY OF HAWAII
MAUI COLLEGE

BY:


Clyde Sakamoto
Chancellor

DATE: AUG 19 2013