

COPY

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
OFFICE OF NATIONAL MARINE SANCTUARIES
PACIFIC ISLANDS REGION**

AND THE

**UNIVERSITY OF HAWAII
WAIKIKI AQUARIUM**

**NOS Agreement Code: MOA-2010-011/8031
WA 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 Office of National Marine Sanctuaries (ONMS), Pacific Islands Regional Office (PIR) and the University of Hawai'i, Waikiki Aquarium (Waikiki Aquarium).
- B. The purpose of the Agreement is to establish a broad framework for joint participation among the Parties for the conservation of marine animal and plant species and their habitats. Through appropriate outreach and educational tools, the Parties will collaborate to convey to the public a link between the biological, economic, aesthetic, cultural, and other values of the ONMS, to the quality of the life of the American people. This Agreement identifies and supports joint activities based on the shared commitment of the Parties to the conservation of all native fish, wildlife, plants and their habitats.

II. BACKGROUND

- A. The Waikiki Aquarium actively works to conserve marine resources through public education, scientific research, training and technology transfer, and the direct support of field-based conservation initiatives. Through these efforts, the Waikiki Aquarium provides valuable information and services to governmental and non-governmental organizations, scientists and land managers, and the public.
- B. Founded in 1904, the Waikiki Aquarium is the third oldest aquarium in the United States. In 1919, the Waikiki Aquarium became part of the University of Hawai'i, and has gained a world-wide reputation for excellence in its education, displays, and research facilities which focus on the aquatic life of Hawai'i and the tropical Pacific.
- C. The Waikiki Aquarium was designated as a Coastal Ecosystem Learning Center for the Pacific Island Region of the Coastal America Partnership, one of 21 facilities working with federal agencies to educate and involve the public in protecting our nation's coastal and ocean ecosystems.
- D. The Waikiki Aquarium has hosted numerous NOAA-related events, such as the International Year of the Reef celebration, the signing ceremony for the Recovery Plan for the Hawaiian Monk Seal, and NOAA Earth Day events.
- E. The ONMS is managed by NOAA. The system of thirteen national marine sanctuaries and one marine national monument promotes long-

term conservation while allowing for compatible commercial and recreational activities. The ONMS also conducts scientific and educational activities and works with the public to manage and protect these ocean treasures.

- F. The ONMS recognizes the scientific expertise and special educational and outreach capabilities of The Waikiki Aquarium to contribute to the conservation and recovery of the marine environment.
- G. The Waikiki Aquarium recognizes the regulatory and statutory responsibilities of the ONMS for conservation, management, and research of special marine environments.

III. AUTHORITIES

- A. The legal authority for the ONMS 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 ONMS 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 consistent with the purposes and policies of the NMSA, and authorizing the Secretary to promote and coordinate research and education activities regarding National Marine Sanctuaries and the System.

IV. TERMS AND CONDITIONS

- A. The Parties will:
 - 1. Seek opportunities to work together to support conservation and education needs of the American public as prescribed in the ONMS's authority and as is consistent with the mission and purpose of the Waikiki Aquarium;

2. Assist the Waikiki Aquarium and the ONMS field sites and regional offices to identify and assess potential cooperative actions for conservation and education partnerships;
 3. Support, whenever possible, research, education, conservation expertise, and the transfer of information and technology to enhance management of America's National Marine Sanctuaries;
 4. Assess, periodically, project collaborations between the Parties;
 5. Work together to coordinate pertinent outreach and public information activities and submit all material proposed for public distribution to the other Party for review and comment before being distributed to the public, consistent with applicable law and policy;
 6. Meet annually 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;
 7. Work together, as practicable, to develop and share educational and outreach capabilities, materials, and opportunities concerning ONMS sites, and other appropriate locations where such efforts would benefit education of the public on marine sanctuaries and marine protected areas. Activities performed under this Agreement could include, but are not limited to: developing joint exhibits, sharing educational and/or outreach material staff and expertise, and developing educational programs and workshops for common constituents.
- B. The ONMS will, where practicable and consistent with applicable authorities:
1. Make available its administered public marine areas and facilities for furtherance of this Agreement through activities such as providing opportunities for outreach and education to mutual constituents, opportunities for research and implementation of conservation and recovery actions for native species and habitats.
 2. Provide assistance for planning, implementation, and monitoring of work undertaken pursuant to and/or supplemental to this Agreement.

3. Provide staff, interns, volunteers, detailees, etc. to assist with Waikiki Aquarium's special projects (research, education, outreach). The ONMS will also provide when available NOAA / ONMS ship/boat time, staff expertise and visitor center use.

V. CONTACTS

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

Office of National Marine Sanctuaries	Waikiki Aquarium
Allen Tom	Dr. Andrew Rossiter
Pacific Islands Regional Coordinator	Director
726 South Kihei Road	2777 Kalakaua Ave.
Kihei, Hawaii 96753	Honolulu, HI 96815
808-879-2818 (office)	808-440-9005 (office)
808-874-3815 (fax)	808-923-1771 (fax)

- 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, 2015 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.

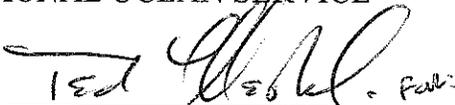
- B. Expenditures of funds, human resources, equipment, supplies, facilities, training, public information, and technical expertise will be provided by each Party to the extent that their participation is required and resources are available.
- C. This Agreement is not a fiscal or funds obligation document. 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 incorporated in Amendments to this Agreement.
- 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.
- F. This Agreement is subject to availability of appropriated funds.

VIII. 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 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

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

DATE: 2/5/10

ACCEPTED AND APPROVED FOR
THE WAIKIKI AQUARIUM

BY: 
Dr. Andrew Rossiter
Director
The Waikiki Aquarium

DATE: 1st March 2010