

**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**

**AND THE**

**BISHOP MUSEUM**

**FOR THE PURPOSES OF COOPERATIVE INTERPRETIVE EFFORTS,  
AND MARITIME HERITAGE INVENTORY, INTERPRETATION AND  
PRESERVATION IN THE HAWAIIAN ISLANDS**

**NOS Agreement Code: MOA-2010-042/8145**

## **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 Bishop Museum (the Museum).
- B. The Purpose of this Agreement is to identify the roles and responsibilities of the Parties for cooperative research, education, and science efforts illustrating natural, maritime and cultural heritage throughout the Hawaiian archipelago, and to explore new and innovative partnerships between our programs, including sharing staff, volunteers, guest lecturers, facilities, etc.

## **II. BACKGROUND**

- A. NOAA's ONMS was created by Congress in 1974 to protect and preserve underwater environments and maritime heritage artifacts of national and international significance. Both the largest and smallest marine sanctuaries (Papahānaumokuākea Marine National Monument (PMNM) and Fagatele Bay National Marine Sanctuary (FBNMS) are located within the Pacific Islands Region (PIR), along with the only single species site, Hawaiian Islands Humpback Whale National Marine Sanctuary (HIHWNMS). To accomplish the PIR's mission of resource protection, the PIR provides assistance to the existing ONMS sites, and PIR staff are located on Kaua'i, Maui and O'ahu. The PIR administers and supports these offices and their visitor centers on Kaua'i, O'ahu, Maui, and the Big Island of Hawai'i and American Samoa. The visitor centers create a sense of place for residents and visitors to learn not just about the ONMS, but the local bio-geographical flora and fauna, maritime heritage and culture of the host island. Additionally, the PIR develops and fosters new and expanding partnerships with existing federal, state and non-government programs that have similar missions.
- B. Bishop Museum was founded in 1889 by Charles Reed Bishop in honor of his late wife, Princess Bernice Pauahi Bishop, the last descendant of the royal Kamehameha family. The Museum was established to house the extensive collection of Hawaiian artifacts and royal family heirlooms of the Princess, and has expanded to include millions of natural history specimens, cultural artifacts, documents, and photographs about Hawai'i and other Pacific islands. The Museum is the Hawai'i State Museum of Natural and Cultural History, is the largest museum in the State, and is the premier natural and cultural history institution in the Pacific. It is recognized throughout the world for its natural and cultural collections, associated research projects, and educational programs. The Museum's mission is to study, preserve, and tell the stories of Hawai'i and the Pacific, inspiring our guests to embrace and experience our natural and cultural world. An important priority is serving and representing the interests of Native Hawaiians. The Museum also operates the Amy B.H. Greenwell Ethnobotanical Garden (on the island of Hawai'i).

- C. The Natural Sciences Division/Department at the Bishop Museum encompasses a unique assemblage of specimens from Hawai'i and the Pacific and represents an incomparable resource for future as well as present generations. These collections are designated by State law as the repository for voucher specimens (originally in the Session laws of 1921 and 1927, and the Revised Laws of Hawaii in 1925; most recently, the Hawaii Revised Statutes, § 6E-6 (1985)). These collections contain specimens of special importance to State and Federal agencies, being evidence for alien introductions, salvage of threatened or endangered species, unusual or historically important specimens, and specimens supporting testimony and other statements in federal and state environmental impact assessments.
1. An obligation to maintain these collections also comes under the Hawai'i State law designating the Hawaii Biological Survey as a program of the Bishop Museum (Hawaii Revised Statutes § 6E-61 (1992)), where it states that the Survey shall "consist of an ongoing natural history inventory of the Hawaiian archipelago to locate, identify, evaluate, and maintain the reference collections of all native and non-native species of flora and fauna within the State for a wide variety of uses."
  2. Federal government use of the Natural Science Division/Department is extensive, particularly the use of Museum collections and staff for species identifications and as a resources for general and specialized information.
- D. The Museum's Education Department provides cultural and science-related education programs in the form of exhibits, displays, presentations, teacher workshops, lectures, special events, and outreach programs. These educational experiences reach approximately 300,000 people who visit the Honolulu campus, including 40,000 students and teachers. The Museum also provides cultural and science education outreach to 12,000 students throughout the Hawaiian Islands. The Education Department has partnered with various government and non-profit organizations to develop and deliver educational services and programs, including NOAA. The Museum has received NOAA support on the following projects: installation of a *Science on a Sphere* at the Museum; providing data sets and content for *Science on a Sphere*; development of programs for *Science on a Sphere*, including the Science Café lecture series; development of an exhibit on climate change at the Museum; development of a series of educational products under the *Navigating Change* partnership (including an exhibit, student programs, teacher workshops, and teaching materials); and support in terms of staff, exhibits, and programs for a number of special events at the Museum, including the annual Mad About Science festival. In addition, NOAA's Pacific Services Center has entered into a long-term loan of a *Magic Planet* that allows the Museum to conduct environmental outreach programs.

### III. AUTHORITIES

- A. The legal authority for the ONMS and the Museum to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1442(a) which allows the Secretary of Commerce to enter into cooperative agreements, contracts, or

other agreements with, or make grants to, States, local governments, regional agencies, interstate agencies, or other persons to carry out the purposes and policies of the NMSA.

- B. The programmatic authority for the ONMS to enter into this Agreement is the NMSA, 16 U.S.C. 1431 *et seq.* Relevant provisions include:
1. 16 U.S.C. § 1431(b)(4) which provides the Secretary of Commerce with the authority to: enhance public awareness, understanding, appreciation, and wise sustainable uses of the marine environment, and the natural, historical, cultural, and archaeological resources of the National Marine Sanctuary system.
  2. 16 U.S.C. § 1431(b)(7) which provides the Secretary of Commerce with the authority to: develop and implement coordinated plans for the protection and management of these areas [marine areas of 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. 16 U.S.C. § 1440(a), which provides that the Secretary shall conduct, support, or coordinate research, monitoring, evaluation, and education programs consistent with authorities provided in 16 U.S.C. §§ 1440(b) & (c) and the purposes and policies of the NMSA.
- C. The programmatic authorities for Museum to enter into this Agreement are the institution bylaws and governing documents.

#### IV. TERMS AND CONDITIONS

- A. ONMS will:
1. Provide training, education, volunteers and research materials (and other information as needed) to the Museum for assistance with their programs;
  2. Assist in the development of joint education, research, and outreach plans that benefit the Museum;
  3. Create joint outreach, education, and other materials;
  4. Share ONMS facilities as necessary;
  5. Provide technical expertise in maritime heritage and maritime archaeology for supporting collaborative field projects and conservation, subject to availability of funds;

6. Provide guidance, suggested training materials, and other tools necessary for the successful performance of the Museum's employees;
7. Make available, when practical, its administered public marine areas and facilities 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, for the study, recovery and preservation of maritime heritage resources, and for the study, preservation and facilitation where appropriate of Native Hawaiian cultural practices. Use of the NOAA ONMS facilities will be in full accordance with official procedures and requirements;
8. Provide assistance, when practical, for planning, implementation, and monitoring of work undertaken pursuant to this Agreement;
9. Train Museum staff and volunteers about the ONMS sites and programs, and other NOAA programs;
10. Promote Museum interpretive programs;
11. Attend interpretive trainings at the Museum;
12. Provide multimedia materials for interpretive use;
13. Facilitate partnership opportunities with other NOAA offices in Hawai'i (National Weather Service, National Marine Fisheries Service, etc.), when appropriate.

B. The Museum will, subject to the availability of funds:

1. Provide staff training and mentoring of ONMS staff and volunteers in interpretive techniques, and about Museum exhibits, programs and activities;
2. Create joint outreach, education, and other materials on Hawaiian natural history, maritime heritage, and Native Hawaiian culture actions;
3. Assist in the development of joint education, research, and outreach plans that benefit ONMS;
4. Encourage Museum staff to work with the ONMS on mutually agreed upon projects;
5. Share Museum facilities and resources for jointly-sponsored programming and other activities, based on availability and as needed;
6. Provide guidance, suggested training materials, and other tools necessary for the successful performance of the ONMS;

7. Provide multimedia materials for interpretive use;
8. Promote ONMS interpretive programs;
9. Integrate ONMS interpretive themes into Museum talks, tours, and other interpretive programs;
10. Share schedules of events with ONMS;
11. Encourage visitors to visit ONMS sites;
12. Provide assistance, when practical, for planning, implementation, and monitoring of work undertaken pursuant to this Agreement;
13. Work with ONMS to seek financial and other support for jointly sponsored projects;
14. Assist in the interpretive analysis of diagnostic materials from mutually agreed upon maritime archaeology projects, subject to the availability of funds.

C. Both Parties will:

1. Work together to support marine conservation, research, education, and outreach needs of the American public as prescribed in the ONMS' authority, and as is consistent with the mission and purpose of the Museum;
2. Enter into written cooperative agreements, grants, other arrangements, or contracts, subject to the availability of funds, and pursuant to DOC and other applicable procedures and requirements, as are necessary for the purpose of carrying out projects that will benefit ONMS and/or individual national marine sanctuaries. Any agreements or arrangements may be entered into pursuant to amendments to this agreement, and each amendment will include appropriate transfer authority, programmatic authority, accounting data and a statement of work. Grants may not be provided under amendments to this agreement, but would be pursued separately;
3. Promote awareness and understanding of the ONMS's specially-designated areas and resources;
4. Assess, periodically, collaborations between the Parties;
5. Meet at a minimum twice yearly to review the progress of this Agreement.

**V. FUNDING ARRANGMENTS**

- 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. Funds will not be transferred between the parties pursuant to this agreement.
- 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:

<u>Office of National Marine Sanctuaries</u>	<u>Bishop Museum</u>
Allen Tom	Timothy E. Johns
Regional Director, PIR	President and CEO
726 S. Kihei Rd.	1525 Bernice Street
Kihei, HI 96753	Honolulu, HI 96817
Phone: 808-879-2818 x25	Phone: 808-848-4174
Fax: 808-874-3815	Fax: 808-841-4575

- 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.

**VII. THIRD PARTY LIABILITY**

- A. The Museum shall hold and save DOC, NOAA, NOS, ONMS, PIR, PMNM, HIHWNMS, and FBNMS its officers, agency, and employees harmless from liability of any nature of 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 Museum, any of its subcontractors, employees, or agents.

**VIII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION**

- A. This Agreement will become effective after execution of all Parties and will expire on September 30, 2015.
- B. This Agreement may be amended within its scope prior to the expiration date of the Agreement through the written mutual consent of the Parties.
- C. This Agreement may be terminated by (1) mutual written consent, (2) one Party's written notice 30 days in advance, or (3) completion of the Terms and Conditions of this Agreement.
- D. The Parties will review this Agreement at least once every three years to determine whether it should be revised or terminated.


**IX. OTHER PROVISIONS AND DISPUTE RESOLUTION**

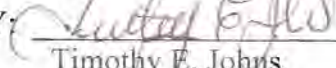

If the Parties disagree over how to interpret this Agreement, they shall present their difference to each other in writing, and they shall discuss them. If the Parties fail to resolve their differences within 30 days, they may refer the matter to higher level of authority within their respective organizations.

**X. APPROVALS**

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

ACCEPTED AND APPROVED FOR THE  
BISHOP MUSEUM

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

BY:    
Timothy E. Johns  
President and CEO

**JUL 23 2010**

DATE: \_\_\_\_\_

DATE: August 9, 2010