

MEMORANDUM OF UNDERSTANDING

**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
PACIFIC ISLANDS REGION**

AND THE

KAUA'I COMMUNITY COLLEGE

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

NOS Agreement Code: MOA-2014-050/8960

I. PARTIES AND PURPOSE

- A. This Memorandum of Understanding (Agreement) is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), Office of the National Marine Sanctuaries (ONMS), through the Pacific Islands Regional office (PIR), and the University of Hawaii (UH), Kaua'i Community College (KCC).
- 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 form education and research partnerships; and (3) examine new and innovative partnerships between our two diverse programs, including fellowship programs, sharing staff, volunteers, guest lectures, and facilities, and collaborating on projects.

II. BACKGROUND

- A. The National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1431 et seq. was enacted by Congress in 1972 to, among other things, protect and preserve underwater environments and maritime heritage artifacts of national and international significance. The PIR encompasses the State of Hawai'i and the Territory of American Samoa. There are two sanctuaries, the Hawaiian Islands Humpback Whale National Marine Sanctuary and the National Marine Sanctuary of American Samoa, and the Papahānaumokuākea Marine National Monument in the Northwestern Hawaiian Islands, all overseen by the PIR.
- B. To accomplish the ONMS mission of resource protection, the PIR provides assistance, support, and direction to the existing sites. Staffs and offices are located on the islands of Hawai'i, Maui, O'ahu, Kaua'i in the State of Hawai'i, and Tutuila in American Samoa. The Islands of Hawai'i, Maui, and Tutuila also have education/discovery centers. These education/discovery centers help 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 programs that have similar missions. This includes local universities and community colleges. To date, the PIR has created MOA's with such varied groups as the University of Hawai'i Institute of Marine Biology, University of Hawai'i Maui College, the University of Hawai'i Hilo and the University of Hawai'i at Manoa, and the current MOA with the KCC will expire in 2014.
- D. KCC is one of seven community colleges in the University of Hawai'i System and part of a ten campus University of Hawai'i System. KCC is situated on the island of Kaua'i, a 2-year public community college. Its 200-acre campus is

located just west of the major town of Lihu'e. It has an enrollment of over 1,400 students.

- E. KCC, the only college on the island serving Kaua'i residents, offers business, technology, hospitality, health, early childhood education and liberal arts courses. It also administers the University of Hawaii Center on Kaua'i, which provides students an opportunity to obtain baccalaureate and graduate degrees and certificates from other institutions within the UH System. The college's Office of Continuing Education and Training serves the island's lifelong learners and business community with non-credit courses and customized training.

III. AUTHORITIES

- A. The legal authority for the PIR, and KCC 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 and sustainable 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 national marine sanctuaries 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; and
 - 3. Section 1440, directing the Secretary of Commerce to conduct research and education programs consistent with the purposes and policies of the NMSA, and to promote and coordinate the use of National Marine Sanctuaries for research and education activities regarding national marine sanctuaries.

IV. TERMS AND CONDITIONS:

A. The PIR may:

1. Recognize the unique capabilities and importance of KCC to provide community based education (research and other programs) on the island of Kaua'i, where the ONMS is planning an education/discovery center and has offices;
2. Assist in the development of an applied ocean science degree at KCC.
3. Seek to create and provide volunteer opportunities for students and teachers from KCC at Sanctuary/Monument offices on the island of Kaua'i, the PIR offices on other islands, and other ONMS offices on the mainland, including the ONMS headquarters in Silver Spring, MD. Volunteer opportunities must be consistent with the Department's policies, including Department Administrative Order (DAO) 202-311;
4. Facilitate opportunities that are mutually beneficial for NOAA/ONMS and KCC for research, monitoring, and habitat restoration;
5. Provide guidance, training, education, volunteers and research materials (and other tools or information as needed) to KCC for assistance with their marine science programs;
6. Assist in the development of joint education and outreach plans that benefit KCC and NOAA/ONMS;
7. Create joint outreach, education and other materials.
8. Share ONMS facilities (buildings and boats, ship time etc.), as appropriate for mutually beneficial activities;
9. Provide a safe work environment and appropriate safety gear to KCC students, teachers, and staff should they need to utilize NOAA/PIR offices and/or boats in the field for mutually beneficial activities;
10. Make available, when practical, administrative 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 KCC staff and students about resource management in Hawai'i, the PIR sites and their resources and programs, and other NOAA programs;

13. Promote KCC interpretive and educational programs as it relates to NOAA/ONMS marine programs;
14. Provide interpretive trainings as they relate to NOAA/ONMS for KCC staff and students; and
15. Facilitate partnership opportunities with other NOAA offices in Hawai'i (National Weather Service, National Marine Fisheries Service, Marine Operations Center, etc.) and other PIR partners, when appropriate.

B. The KCC may:

1. Provide staff training and mentoring of PIR/ONMS staff and volunteers in interpretive techniques at PIR education/discovery centers contingent upon future discussion between KCC and NOAA/ONMS/PIR;
2. Promote PIR and KCC interpretive programs;
3. Integrate PIR interpretive themes into KCC science programs, field trips, walks, and other interpretive programs;
4. Work towards the development of a science-based curriculum utilizing PIR office locations on Kaua'i, and other PIR partners;
5. Facilitate partnership with other University of Hawai'i programs, including, but not limited to, the University of Hawai'i Institute of Marine Biology, University of Hawai'i Sea Grant Program, etc.;
6. Seek other opportunities to support PIR conservation and educational needs of the students, teachers and general public;
7. Provide venues for education and outreach programs, and facilitate the use of KCC video conferencing and other communications capabilities; and
8. Use of the ONMS logo and/or NOAA emblem is subject to prior approval and shall be in accordance with the Department of Commerce's policies and procedures.

C. Both Parties may:

1. Develop and share as practical, educational and outreach capabilities, materials and opportunities, when such efforts would benefit public education and interpretation, about marine sanctuaries, marine protected areas, terrestrial and atmospheric topics;
2. Coordinate pertinent outreach and public informational 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. Promote other federal, state and local scholarship and internship opportunities;
5. Seek ways to include other parts of NOAA, the University of Hawai'i, and the State of Hawai'i as part of this collaborative effort;
6. Support, whenever possible, research, education, conservation expertise, and the transfer of information and technology to enhance management of America's National Marine Sanctuaries;
7. Assess project collaborations between the Parties, at least once a year; and
8. Meet annually to review the progress of this Agreement, and to develop, if applicable, annual statements of work to define short and long term objectives and strategies for future implementation.

V. 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 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 resources are available. Any such expenditures will be executed through separate documentation.
- 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

KCC
Helen Cox
Chancellor
University of Hawai'i
3-1901 Kaunualii Hwy.
Lihue, Hawai'i 96766
808-245-8210 (office)
808-245-0101 (fax)
helencox@hawaii.edu

- B. 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. A change to this section will not require an amendment.

VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION


- A. This Agreement will become effective on October 1, 2014 and will expire on September 30, 2019.
- B. This Agreement may be amended within its scope or renewed prior to the expiration date through the written mutual consent of the Parties.
- C. The Agreement may be terminated by (1) written mutual consent; (2) one Party's written notice 30 days in advance; or (3) completion of the Terms and Conditions of the Agreement.

VIII. APPROVALS

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

ACCEPTED AND APPROVED FOR THE
UNIVERSITY OF HAWAII
KAUA'I COMMUNITY COLLEGE

BY: 
FOR Daniel J. Basta
Director
Office of the National Marine Sanctuary

BY: 
Helen Cox
Chancellor
Kaua'i Community College

DATE: AUG - 6 2014

DATE: 8/21/14