

**Memorandum of Agreement
Between
National Science Foundation
And
National Oceanic and Atmospheric Administration
Regarding Cooperation in Development and Support of Research,
Facilities, and Education Activities**

1. Purpose

The National Science Foundation (NSF) and the National Oceanic and Atmospheric Administration (NOAA) (hereafter "the Parties") share interests and complementary responsibilities for the support of research, operation of research facilities, and science education within the United States and throughout the world.

2. Intent of Parties

The purpose of this Memorandum of Agreement (MOA) is to encourage and support interaction among the NSF and NOAA personnel and the sharing of information about project activities and areas of mutual interest. This MOA is intended to provide a structure through which the NSF and NOAA personnel can coordinate the development and support of research activities and facilities.

3. Authorities

This MOA is authorized by the NSF Act of 1950, as amended, 42 U.S.C. 1861 *et seq.*, and by the authority vested in NOAA by the Reorganization Plan No. 4 of 1970, 5 U.S.C.

4. General Provisions

This MOA outlines areas of mutual interest and the general guidelines for interaction. It is not intended to cover all areas of mutual interest. The areas covered by this agreement may include: coordination of specific projects, programs, and facilities. The specific coordination may include research and education activities, observing facilities and instrumentation, and data and cyberinfrastructure.

Examples of current areas of cooperation or future areas of potential cooperation include:

- Partnering on the Innovations at the Nexus of Food, Energy and Water Systems solicitations.
- Partnering on interoperability activities conducted in cooperation with the National Water Center.
- Collaborating on new initiatives and programs, such as food security and health, energy, water quality, in the context of climate change.
- Sharing information and strategies on providing public access to data.
- Partnering on basic research for extreme weather events, ocean sciences, marine biology, climate, and related social/behavioral sciences.
- Coordinating activities and research at NSF and/or NOAA observatories, centers, and networks.

5. Projects and Activities

Specific projects or activities between the Parties must be detailed in writing such as through an MOA interagency agreement, management plan, or other documentation appropriate to the nature of the activity and the agencies' requirements, and signed at the NSF Assistant Director level and the NOAA Assistant Secretary level or higher.

NOAA and NSF will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner.

6. Duration of Agreement

This MOA shall remain in effect for 5 years from the date of the last signature to this MOA, unless terminated earlier by the Parties. Subject to the written approval of the NSF and the NOAA, this MOA may be renewed and/or modified.

7. Termination of Agreement

This MOA can be terminated with 90 days' advance written notice of termination by either party, or sooner by mutual written consent of the Parties.

8. Modification Provisions

This MOA may be modified at any time by mutual written agreement of the Parties.

9. Resolution of Disagreements

Should disagreement arise under this agreement, or amendments and/or revisions thereto, that cannot be resolved at the Division Director level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party at the Assistant Director or equivalent level for consideration.

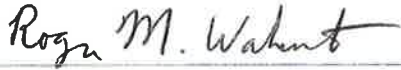
10. Effect of Agreement

This MOA in no way restricts the NSF or NOAA from participating in similar activities or arrangements with other entities.

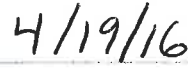
This MOA is strictly for internal management purposes of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOA may be construed to obligate NSF or NOAA to any current or future expenditure of resources in advance of the availability of appropriations. Nor does this MOA obligate NSF or NOAA to spend funds on any particular project or purpose, even if funds are available.

APPROVED:



Roger M. Wakimoto
Assistant Director for Geosciences
National Science Foundation



Date



Pramod Khargonekar
Assistant Director for Engineering
National Science Foundation



Date



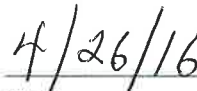
James Kurose
Assistant Director for Computer &
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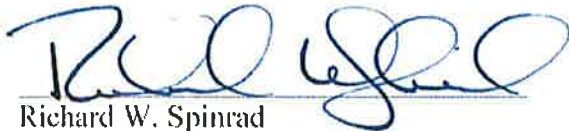
Date



Fay Cook
Assistant Director for Social, Behavioral &
Economic Sciences
National Science Foundation



Date



Richard W. Spinrad
Chief Scientist
National Oceanic and Atmospheric Administration



Date