

**MEMORANDUM OF UNDERSTANDING**  
**between**  
**The National Ocean Service of the**  
**National Oceanic and Atmospheric Administration and**  
**Old Dominion University**  
**concerning the**

**Cooperative Institute for Coastal Physical Oceanography**

**I. PURPOSE AND SCOPE**

**A. Purpose and Scope**

The purpose of this Memorandum of Understanding (MOU) is to establish a Cooperative Institute between the National Oceanic and Atmospheric Administration's (NOAA) National Ocean Service (NOS) and Old Dominion University (ODU) to facilitate the development and operational utilization of scientific and technological advances in the oceanographic, and related sciences. The Cooperative Institute is referred to hereafter in this document as the Institute.

**B. Background**

This MOU establishes an agreement between NOAA/NOS and ODU to develop collaborative studies aimed at facilitating the development and operational utilization of scientific and technical advances in the coastal oceanographic and related sciences.

Owing to the modernization of NOS during the past decade, there have been great and ongoing advances in remote sensing, instrumentation, and computer technology, especially visualization capabilities, that have increased the quality and availability of oceanographic and related data. Likewise, there have been tremendous advances in numerical modeling of the hydrosphere, the oceans and its interactions with the coast-line. At the same time, there has been an increase in the capabilities for electronic information dissemination and a growing realization of the value of access to data in this fashion.

As a result of these concomitant technological advances, NOS has improved the availability and quality of operational real-time water level and current observations. There is an opportunity to further improve operational water level and current prediction and dissemination services if the research and operational communities can effectively work together. Creation of cooperative institutes between NOAA/NOS and universities is a mechanism to promote this collaboration.

The Institute is created:

1. To promote research aimed at applying data and knowledge of the ocean, especially the coastal ocean and estuarine environment, to the solution of specific applied and operational problems, including modeling, testing, evaluation, education, and training with emphasis on applications to ensure safe, efficient, and environmentally sound maritime navigation and commerce;
2. To improve the effectiveness of research through close collaboration between NOAA/NOS and ODU;

3. To provide a joint facility at which scientists working on problems of mutual interest may come together and work advantageously in an environment different from that already provided in the Federal and university structure;
4. To provide a focal point to coordinate multi-university, multi-agency studies, including those addressing regional problems and yielding increased understanding of oceanographic and hydrographic phenomena by Institute and NOS personnel, students, and users of NOS data and information;
5. To develop useful formats and delivery mechanisms for the dissemination of observed and predicted water level data and derived information products and to promote their effective utilization through creating a facility for interaction with and feedback from users of these data, such as schools, industry, community, and governmental agencies which have goals in common with the NOS;
6. To foster public understanding of NOAA and its programs;
7. To provide an opportunity for students to gain familiarity with operational oceanographic and related data sets and modeling procedures; and
8. To prepare students for productive careers with the NOS by establishing programs to offer training and experience to students and employees under NOS supervision.

The specific studies to be conducted at the Institute, both at the time the Institute is created and in subsequent years, will be determined through negotiations between ODU and NOAA/NOS as part of a normal funding proposal and review process described later in the document.

## **II. AUTHORITIES**

NOAA's authority to enter into this MOU is provided by the second paragraph of 15 U.S.C. 1525 and 15 U.S.C. 1540.

## **III. SUBSTANCE**

### **A. Financial Arrangement**

This MOU does not constitute a financial commitment on the part of either Party. Financial support for the Institute shall be subject to the ordinary budgetary and administrative procedures of NOAA and ODU. NOAA funds shall not be obligated, directly or indirectly, without the written approval of an authorized NOAA official.

### **B. Structure of the Institute**

#### **1. Housing**

The Institute will be administratively housed within ODU.

## 2. Composition

The Institute will consist of the Director, an Executive Council, and the scientific and support staff of the Institute, as defined below.

## 3. Joint Responsibilities of ODU and NOAA

- a. NOAA and ODU will negotiate to share administrative and housing costs for the Institute in a manner consistent with their practices and policies.
- b. Each party will take full financial and administrative responsibility for its own employees affiliated with the Institute.
- c. Pursuant to paragraph 5 (b), the Institute may, through ODU, enter into financial arrangements with other agencies, following ODU contract/grant proposal submission procedures.
- d. Both Parties shall endeavor to provide policy direction to ensure appropriate professional stature of the Institute, in accordance with the administrative structure outlined below.

## 4. Responsibilities of NOAA

- a. The NOS will enter into a financial arrangement with ODU to equitably share costs of operation of the Institute.
- b. NOAA/NOS will establish and maintain a staff co-located within the Institute, with individuals organizationally reporting to the designated NOAA/NOS supervisor.
- c. The NOS will appoint a scientific program officer who will serve as focal point for discussions with ODU concerning scientific priorities, proposal submission, and funding issues.
- d. NOAA/NOS will establish an external coordinating body whose function will be to monitor the activities of the various NOAA/NOS cooperative institutes and promote a coordinated effort among the institutes to accomplish NOAA/NOS objectives.

## 5. Responsibilities of ODU

- a. ODU will provide space and office facilities to the Institute in the Norfolk area and will make its research facilities available to the Institute in accordance with ODU policies.
- b. ODU will exercise responsibility for all business and financial matters relating to the operation of the Institute. The Institute will operate as a unit of the ODU Commonwealth Center for Coastal Physical Oceanography (CCPO) with a separate, identifiable operating budget within the Old Dominion University Research Foundation (ODURF) and with separate accounts maintained for each major research theme. The Institute will coordinate any funding arrangements with other units of ODU.

- c. ODU will utilize the services of the existing ODURF to act as its agent or contractor, as appropriate
- d. ODU, after consultation with NOAA/NOS and in accordance with policies documented below, will appoint the Director of the Institute.
- e. ODU will provide the Director with clerical and administrative assistance, including accounting services through staff of CCPO.
- f. Formal education of ODU students, including admission and awarding of academic credit, remains the responsibility of ODU. Financial assistance to a student shall conform to the policies of the organizations that are involved.

#### **6. Conduct of the Research Program**

- a. The total research program of the Institute will normally be focused around a limited number of research themes agreed upon during proposal and funding negotiations between ODU and NOAA/NOS.
- b. Proposals for new program objectives may be initiated by either parent organization as part of the process of negotiating research themes and funding levels.
- c. Specific projects within the scope of the approved program objectives will be conducted in a manner deemed most effective by Institute scientists and in a way that will contribute to the overall program goals.
- d. To allow for multi-year projects, the Director of the Institute will initially submit to NOAA/NOS a 5-Year Science Plan.
- e. Updates to the 5-Year Science Plan will be issued yearly, if necessary, after collaboration with the NOAA/NOS scientific program officer.
- f. A new or revised 5-Year Science Plan will be submitted and reviewed at 3-year intervals.
- g. The 5-Year Science Plan will be reviewed by the user community and by a peer group according to NOAA/NOS policy.

#### **C. The Director**

1. The Director shall be a member of the Faculty of the ODU Department of Ocean, Earth, and Atmospheric Sciences and not an employee or officer of the Federal Government. Initially, the Director of the Institute shall be the Director of the CCPO. The Director shall serve for a 3-year term with possibility of reappointment.
2. The responsibilities of the Director include:
  - a. Provide scientific leadership, to involve local and visiting scientists in Institute activities, and contribute actively to the development of research programs;
  - b. Serve as administrator for routine operations of the Institute, involving matters of ODU policy;

- c. **Assure accountability of all funds available to the Institute in keeping with ODU regulations;**
- d. **Make recommendations to the Executive Council of the Institute regarding appointment of Fellows, visiting scientists, and Research Associates to the Institute;**
- e. **Convene regular meetings among Institute participants, act upon issues raised by the participants, and, if necessary, bring the issues to the attention of the Executive Council and the sponsors;**
- f. **Prepare, at 3-year intervals, a 5-Year Science Plan jointly with the NOAA/NOS scientific program officer, and monitor the plan with input from Institute participants and the Executive Council;**
- g. **Prepare annual updates to the 5-Year Science Plan, as necessary, to accommodate changes in the upcoming activities of the Institute, following discussion between the participants, the Executive Council, and the NOAA/NOS scientific program officer;**
- h. **Write proposals to NOAA/NOS and other agencies to secure funds for the operation of the Institute;**
- I. **Review and assess all research proposals written by other Institute participants prior to submission for external funding;**
- j. **Ensure that the activities of the Institute are consistent with the scientific priorities established by the 5-Year Science Plan, guidance from the Executive Council, and needs of the funding institutions;**
- k. **Promote the timely dissemination of results of Institute research activities to the scientific community through reports, conference proceedings, peer-reviewed literature, and other appropriate public forums;**
- l. **Initiate contact with other universities, consortiums, and develop partnerships with historically ethnic-based institutions to promote broad participation in the Institute;**
- m. **Prepare an annual summary report of research results for distribution to sponsoring institutions;**
- n. **Represent the Institute at meetings of the Executive Council, review for the Council the accomplishments of the Institute, and reach and act upon an understanding with the Council concerning the studies to be conducted by the Institute in the upcoming years; and**
- o. **Attend NOAA-arranged meetings of the External Coordinating Group (described below) and participate in efforts to promote cooperation among institutes, minimize duplication of research efforts, and help define priority tasks for the Institute.**

#### **D. The Executive Council**

1. The responsibilities of the Executive Council shall include:
  - a. Convening at least annually to review the scientific accomplishments;
  - b. Reviewing the research program planned for the following year; and
  - c. Suggesting any revisions to the planned research program of the 5-Year Science Plan.
2. The Executive Council shall consist of the Provost of ODU and the NOS Deputy Assistant Administrator as Co-Chairpersons and the following:
  - a. Director of the Institute, non-voting;
  - b. NOS Scientific Program Officer, non-voting;
  - c. NOS Director, National Centers for Coastal Ocean Science;
  - d. ODU V.P. for Research, Graduate Studies and Economic Development;
  - e. NOS Director, Center for Operational Oceanographic Products and Services; and
  - f. Other members or delegates by invitation of the Co-Chairpersons.

#### **E. The External Coordinating Group**

To create strong collaboration among various research laboratories and university cooperative institutes, and to achieve the maximum scientific productivity, NOAA/NOS may create an External Coordinating Group. Recommendations by the External Coordinating Group will be factors taken into consideration during the process of developing 5-Year Science Plans and in the funding negotiation process.

#### **F. The Scientific Staff of the Institute**

The Scientific Staff shall consist of the following:

1. Visiting scientists;
2. NOS employees assigned to the Institute;
3. Scientific and research staff personnel, including affiliated faculty, graduate student and post-doctoral fellows, of participating academic institutions, who are supported by the research grants and/or contracts of the Institute; and
4. Students who are supported by the research grants and/or contracts of the Institute.

#### **IV. TERM**

This MOU is effective as of the later date of signature by the Parties and will continue in force for five years, unless terminated pursuant to paragraph V.

#### **V. MODIFICATION AND TERMINATION OF MOU**

Proposals to modify the terms of this MOU can be initiated by NOAA or ODU. Any modification must be approved in writing by an authorized official of NOAA and of ODU. Either Party may terminate the MOU for any reason upon one year's written notice to the other Party. This MOU may be terminated immediately by either party when obligated funds are exhausted, but the MOU may be renewed by an exchange of letters between the parties stating that additional funds have been obligated and detailing the terms.

#### **VI. OTHER PROVISIONS**

##### **A. Location of the Institute**

The Institute has its headquarters and administrative office on the campus of ODU or at another mutually agreeable ODU site near campus.

##### **B. Financial Support for the Institute**

The Institute will be financed by both ODU and NOAA through direct and in-kind financial support, as agreed to by both parties within the 5-Year Science Plan and annual work plans, and consistent with laws and regulations of each party and this MOU. Participants from other organizations will, likewise, be expected to share in the cost of the Institute's research through direct and in-kind support. Indirect costs paid to each participating organization shall be in accordance with the participating organization's current rates as negotiated with the U.S. Government. Additional funding may be sought from other NOAA components, from international, Federal, state, and local agencies and private sources.

##### **C. Equal Opportunity**

ODU, as an Equal Opportunity/Affirmative Action employer, complies with applicable laws prohibiting discrimination. It is the policy of ODU that no person, on the basis of race, sex, color, religion, national origin or ancestry, age, marital status, handicap, or Vietnam-era veteran status, shall be discriminated against in employment, educational programs and activities, or admissions. The Institute will be conducted in accordance with this policy. Contracts, grants, or other agreements entered into pursuant to this MOU shall contain appropriate provisions relating to Equal Employment Opportunity.

##### **D. Compliance**

This Institute shall comply with all applicable laws, regulations, rules and ordinances.

##### **E. Liability**

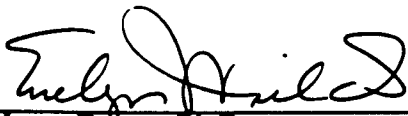
With regard to any liability that may arise from the activities contemplated under this MOU, each party expressly agrees that it shall be solely and exclusively liable for the

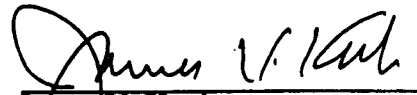
negligence of its own agents, servants, and/or employees, in accordance with applicable laws, and that neither party looks to the other to save or hold it harmless for the consequences of any negligence on the part of its own agents, servants, and/or employees.

**F. References and Authority**

Nothing herein is intended to conflict with current NOAA or ODU directives. If any terms of this MOU are inconsistent with existing directives of either NOAA or ODU, those portions of this MOU which are determined to be inconsistent, shall be invalid; but the remaining terms and conditions not affected by the inconsistency shall remain in full force and effect. At the first opportunity for review of the MOU, all necessary changes will be accomplished by either amending this MOU or by entering into a new agreement, whichever is deemed expedient to the interests of both parties.

Should disagreement arise on the interpretation of the provisions of this MOU, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement on interpretation is not reached within 30 days, the parties shall forward a written presentation of the disagreement to their respective higher officials for appropriate resolution.

*for*   
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Date MAY 21 1998

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Date 15 Jun 1998