

MEMORANDUM OF AGREEMENT

**PURSUANT TO THE
COAST AND GEODETIC SURVEY ACT
33 U.S.C. 883e**

BETWEEN THE

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF COAST SURVEY**

AND THE

UNITED STATES POWER SQUADRONS

**FOR THE PURPOSE OF ADMINISTERING AND SUPPORTING THE
COOPERATIVE CHARTING PROGRAM**

NOS Agreement Code: MOA-2013-006/8607



I. PARTIES AND PURPOSE

- A. This Memorandum of Agreement (Agreement) is between the U.S. Department of Commerce, National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), through the Office of Coast Survey (OCS) and the United States Power Squadrons (USPS), a non-profit, educational organization dedicated to making recreational boating safer.
- B. The purpose of this Agreement is to outline the basic responsibilities of the Parties in administering and supporting the Cooperative Charting (COCH) Program. This Agreement provides for the members of the USPS to voluntarily scan the water and land areas looking for changing conditions that could be reflected on NOAA navigational charts.
- C. This Agreement supersedes all prior Agreements between USPS and OCS, including NOS MOA-2007-002 and its Amendment 1 signed in 2009.

II. BACKGROUND

USPS is a non-profit, educational organization dedicated to making boating safer and more enjoyable by teaching classes in seamanship, navigation and related subjects. USPS has nearly 40,000 members organized into over 400 squadrons across the country and in some US territories. A Cooperative Charting Agreement between the USPS and NOAA was first executed in January 1963 and describes one of the most effective user participation programs in the Federal services.

III. AUTHORITIES

- A. The legal authority for OCS to participate in this Agreement is the Coast and Geodetic Survey Act (CGSA), 33 U.S.C. § 883e, which authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including shiptime and personnel expenses, which NOAA determines represents the amount of benefits derived by the Administration from the agreement.
- B. The programmatic authorities for OCS to participate in this Agreement are:

1. CGSA 33 U.S.C. §883b, which authorizes NOAA to disseminate data resulting from the activities herein authorized and of related data from other sources by conducting the following activities:
 - a. Analysis and prediction of tide and current data;
 - b. Processing and publication of data, information, compilations, and reports;
 - c. Compilation and printing of nautical charts;
 - d. Distribution of nautical charts and related navigational publications;
2. Hydrographic Services Improvement Act, 33 U.S.C. §892a(b), which authorizes NOAA to fulfill its hydrographic data gathering and dissemination duties under the CGSA.

IV. TERMS AND CONDITIONS

A. OCS agrees to:

1. Provide, on request, current editions of nautical charts and related products to members in USPS Districts whose operational areas lie within the coverage of NOAA charts. All requests for charts and related products will be processed through the designated USPS official.
2. Maintain and provide access to the "Dates of Latest Editions" for NOAA products to designated USPS officials through the OCS website. The OCS website address is: <http://nauticalcharts.noaa.gov>.
3. Maintain and provide access to the Cooperative Charting Website (CCWEB) for USPS members to submit COCH reports. The website address for CCWEB is located at <https://www.ccweb.noaa.gov/ccweb/>.
4. Provide guidelines for data collection and for improvement of data collected.
5. Receive reports and forward to the appropriate OCS office or other cartographic and mapping agencies of the United States and foreign governments as relevant or appropriate.
6. Maintain records of reports submitted and credit units awarded in the format established by mutual agreement of the Parties. This information is provided on CCWEB.

7. Periodically furnish designated USPS officials a report of activities in a format established by mutual agreement of the Parties. This information is provided on CCWEB.
8. Participate, as required, in COCH training activities to enhance quality and to promote interest and participation in this COCH Program.
9. Prepare articles for publication in USPS publications and develop training materials to be used in COCH training sessions.
10. Coordinate editorial review and provide reproduction of training materials developed jointly by OCS and USPS. These training materials will be available on CCWEB.
11. Maintain the Cooperative Charting Manual and the Cooperative Charting Website Guide on CCWEB when significant program changes dictate.
12. Provide technical support and assistance to USPS, to the extent provided by law and/or U.S. Department of Commerce regulations and directives, with respect to any legal proceeding in which USPS may become involved as a result of carrying out its responsibilities as described in this Agreement.

B. USPS agrees to:

1. Report discrepancies between charted and observed information as per the Cooperative Charting Manual. At present, information is reported in six broad categories: range line surveys, nautical chart surveys, US Coast Pilot update reports, small-craft facility reports, depth reports, and inspection reports.
2. Establish and maintain the administrative procedures relative to the COCH Program.
3. Provide the names and addresses of the District COCH Chairmen at the beginning of each COCH season and report in writing within 30 days any changes that take place during the season.
4. Promote further participation by USPS members in the COCH Program and provide and maintain a continuing educational program on it.
5. Prepare articles and service training materials relating to the COCH Program and submit for OCS review and approval.

- C. To the extent permitted by law, both Parties agree to provide to the other Party for approval any materials or statements offered to inform the public of the nature of this project, or to promote the existence of the project and the Parties prior to release of such materials or statements.

V. CONTACTS

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

<u>OCS</u>	<u>USPS</u>
Ken Forster	John Alter
NOAA/OCS/Marine Chart Division	Chief Commander, USPS
N/CS22, Room 7643	USPS Headquarters
1315 East West Hwy	1504 Blue Ridge Road
Silver Spring, MD 20910	Raleigh, NC 27607
Phone: 301-713-2717 x153	Phone: 888-367-8777
Email: ken.forster@noaa.gov	E-mail: jtausps@connectnc.net

- B. The Parties agree that if there is a change to the information in this section, the Party making the change will notify the other Party in writing of such change. Changes to this section do not require a formal amendment to this Agreement.

VI. DURATION OF AGREEMENT, AMENDMENTS, AND TERMINATION

- A. This Agreement will become effective when signed by all Parties and will expire on September 30, 2016.
- B. This Agreement may be amended within its scope, prior to its expiration by the mutual written consent of the Parties.
- C. This Agreement may be terminated by: (1) mutual written consent of the Parties; (2) one Party's written notice 30 days in advance; or (3) completion of the Terms and Conditions of the Agreement. In the event this Agreement is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred. This Agreement is subject to the availability of funds.
- D. The Parties will review this Agreement at least once every three years to determine whether it should be revised or terminated.

VII. OTHER PROVISIONS

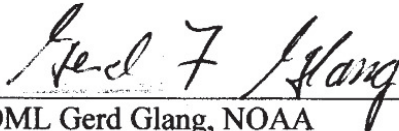
- A. The information provided by USPS to OCS, pursuant to this Agreement, is provided solely for use by the U.S. Government.
- B. OCS accepts full responsibility for reviewing information provided by USPS and confirming its correctness and accuracy. All judgments made with respect to the use or non-use of data provided by USPS including, but not limited to, the decision to revise, make additions to, correct, and/or change NOAA navigational charts and related publications as a result of data provided by USPS to OCS shall be made solely by OCS and OCS accepts full responsibility, legal and otherwise, for the consequences of its decision.
- C. Any activity undertaken by OCS and USPS, pursuant to this Agreement, is subject to the availability of appropriated funds and proper authorization.
- D. Members of USPS are not acting as NOAA agents, nor are their vessels public vessels of the United States Government while engaged in vessel navigation/operations or while performing activities under this Agreement. USPS members are not agents of NOAA for purposes of liability for injuries to crew members of USPS vessels.

VIII. RESOLUTION OF DISAGREEMENTS

- A. Nothing herein is intended to conflict with current U.S. Department of Commerce or USPS directives. If the terms of this Agreement are inconsistent with existing directives of either of the parties entering into this Agreement, then those portions of this Agreement 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 Agreement, all necessary changes will be accomplished by either an amendment to this Agreement or by entering into a new agreement, whichever is deemed expedient to the interest of both Parties.
- B. Should disagreement arise on the interpretation of the provisions of this Agreement, 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 thirty days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.


IX. APPROVALS

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF COAST SURVEY

BY: 
RDML Gerd Glang, NOAA
Director, Office of Coast Survey

DATE: 1-19-2013

ACCEPTED AND APPROVED FOR THE
U.S. POWER SQUADRONS

BY: 
John Alter
Chief Commander, USPS

DATE: 1/19/13