

A GENERAL COLLABORATIVE AGREEMENT
BETWEEN THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
AND THE
UNITED STATES POWER SQUADRONS

NOS Agreement Code: MOA-2007-002/7364

I PARTIES AND PURPOSE

A. This 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 (LISPS). This signed Agreement supersedes the previous Agreement between USPS and NOAA/NOS signed on May 22, 2004 (MOA-2004-062/1153).

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 NOS navigational charts.

II AUTHORITIES

A. The Coast and Geodetic Survey Act (CGSA), 33 USC § 883b, which states that the Secretary may receive data from "other sources";

B. The CGSA, 33 U.S.C. § 883e, which gives the Secretary the authority to enter into cooperative agreements, or other agreements, with any public or private organization, or with individuals, for surveys and investigations and related surveying and mapping activities; and

C. the Hydrographic Services Improvement Act 33 U.S.C. § 892a(b), which states that the Administrator of NOAA may enter into agreements with private sector entities to acquire hydrographic services.

III. RESPONSIBILITIES OF THE PARTIES

A. The National Ocean Service agrees to:

1. Provide, on request, current editions of nautical and aeronautical charts and related products to members in USPS Districts whose operational areas lie within the coverage of NOS 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

NOS products to designated USPS officials through the Office of Coast Survey 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 <http://nauticalcharts.noaa.gov/>.
4. Provide guidelines for data collection and for improvement of data collected.
5. Receive reports and forward to the appropriate NOS office or other cartographic and mapping agencies of the United States and foreign governments as required.
6. Maintain records of reports submitted and credit units awarded in the format established by mutual agreement of the Parties.
7. Periodically furnish designated USPS officials a report of activities in a format established by mutual agreement of the Parties.
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 NOS 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. The United States Power Squadrons agree to:

1. Furnish information on navigational charts and related publications produced by NOS and other Federal Government agencies.

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 and provide and maintain a continuing educational program in the COCH Program.
5. Prepare articles and service training materials relating to the COCH Program and submit for NOS review and approval.

IV. CONTACTS

A. The points of contacts for coordination activities under this Agreement are:

1. NOAA
CAPT John Lowell, NOAA
Chief, Marine Chart Division
1315 East West Highway
Silver Spring, MD 20910
Phone: 301-713-2724 Fax:
301-713-4019
E-mail: John.Lowell@noaa.gov
2. U.S. Power Squadrons
Ernie Marshburn
Chief Commander, United States Power Squadrons
USPS Headquarters 1504 Blue
Ridge Road Raleigh, NC 27607
Phone: 888-367-8777

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.

V. OTHER TERMS AND CONDITIONS

A. The information provided by USPS to NOS, pursuant to this MOA, is provided solely for use by the U.S. Government.

B. NOS 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 NOS navigational charts and related publications as a result of data provided by USPS to NOS shall be made solely by NOS and NOS accepts full responsibility, legal and otherwise, for the consequences of its decision.

C. Any activity undertaken by NOS 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 agents of the National Oceanic and Atmospheric Administration, 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.

VI. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

A. This Agreement will become effective when signed by all the Parties. The Agreement will remain in effect through October 30, 2009, unless either terminated by (1) mutual written consent, (2) 30 days advance written notice by either Party, or (3) completion of the operation/terms of this Agreement.

B. This Agreement may be amended within the scope of this Agreement, extended, or renewed at any time through the written mutual consent of the Parties. The Parties will review this Agreement at least once every three years to determine whether it should be revised, renewed, or canceled.

VII. RESOLUTION OF DISAGREEMENTS

A. Nothing herein is intended to conflict with current U.S. Department of Commerce or United States Power Squadron 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 30 days, the Parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

VIII. APPROVALS

This Agreement is entered into and made effective as of the date later in time indicated below.

Original signed as follows (original on file at USPS HQ, Raleigh, NC):

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF
COMMERCE

NATIONAL OCEANIC AND
ATMOSPHERIC
ADMINISTRATION
NATIONAL OCEAN SERVICE

BY: Mitchell A. Lupenberg

for John H. Dunnigan Assistant Administrator 1305 East-West Highway Silver Spring, MD
20910

DATE: 11/7/06

ACCEPTED AND APPROVED FOR
THE U.S. POWER SQUADRONS
BY: Ernie Marshburn
Chief Commander, USPS
USPS Headquarters
1504 Blue Ridge Road
Raleigh, NC 27607
DATE: 12 Jan 07

UNITED STATES DEPARTMENT OF COMMERCE
National Oceanic and Atmospheric Administration
National Ocean Service
Silver Spring, MD 20910

MEMORANDUM FOR: Captain Steven Barnum
Director, Office of Coast Survey

FROM: John H. Dunnigan
Assistant Administrator

SUBJECT: Clearance and Approval of Amendment 001 to MOA-2007-002,
an Agreement between the National Ocean Service and the U.S. Power
Squadrons

AGREEMENT SUMMARY

I. NOS AGREEMENT CODE:

MOA-2007-002 (Amendment 001)/7847

II. PARTIES:

The National Ocean Service (NOS), through the Office of Coast Survey (OCS), and the U.S. Power Squadrons

III. PROJECT TITLE/SUBJECT:

"Responsibilities in Administering and Supporting the Cooperative Charting Program"

The attached cleared Amendment extends the expiration, clarifies language from the underlying Agreement, and updates the responsibilities of the Parties. The underlying Agreement authorized Power Squadron members to voluntarily scan water and land areas looking for changing conditions that could be reflected on NOS navigational charts.

The Agreement, as amended, expires on October 30, 2013.

IV. NOAA CONTROL NUMBER:

N/A

V. AUTHORITIES:

Agreement/Transfer Authority: CGSA, 33 U.S.C. 883e
Programmatic Authority: CGSA, 33 U.S.C. 883b

VI. FUNDING/ACCOUNTING AND FISCAL DATA:

N/A

VII. LEGAL CLEARANCES:

GCOS CLEARANCE: The Assistant General Counsel for Ocean Services programmatic attorney, Ms. Suzanne Bass, cleared the Amendment on September 22, 2009.

DOC/OGC CLEARANCE: The Department of Commerce, Assistant General Counsel for Administration (AGC-ADMIN), General Law Division was not required to review and clear this Amendment, as it is unfunded.

VIII. SPECIAL INSTRUCTIONS:

This memorandum provides clearance and approval on the subject Amendment. Please reference the NOS Agreement Code, MOA-2007-002 (Amendment 001)/7847, when corresponding about this Amendment. If you have any questions about this Amendment, please contact Darrah Bagley-Armstrong at 301.713.3070 extension 103, or Martin Freeman at extension 184.

Attachments

AMENDMENT 001

TO

MOA-2007-002/7364

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BETWEEN THE

U.S. DEPARTMENT OF COMMERCE
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NATIONAL OCEAN SERVICE

AND THE

UNITED STATES POWER SQUADRONS

NOS Agreement Code: MOA-2007-002 (Amendment 001)/7847

Other Party's Agreement Code:

The purpose of this Amendment is to extend the expiration and to update the responsibilities of the Parties. Therefore, in accordance with Section VI. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION, the Parties hereby agree to amend the underlying Agreement, MOA-2007-002/7364, as follows:

1. Revise Section II. AUTHORITIES as follows:

Delete all of subsection C.

2. Revise Section III RESPONSIBILITIES OF THE PARTIES as follows:

- a. In subsection A.1, replace entire subsection with the following:

"Provide, on request, current editions of required nautical charts and related products to members in USPS Districts whose operational areas lie within the coverage of NOS charts. Charts and related products are provided as tools to the USPS to facilitate the orderly receipt and processing of data by NOS. All requests for charts and related products will be processed through the designated USPS official."

- b. In subsections A.6 and A 7 add the following sentence to the end of each
"This information is provided on CCWEB."

3. Revise Section VI. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION as follows:

- a. In subsection A. replace 'October 30, 2009' with 'October 30, 2013'.

4. The other terms and conditions of the underlying Agreement, as amended, remain in full force and effect.
5. This Amendment will become effective after being signed by all Parties.

NOS Agreement Code: MOA-2007-002 (Amendment 001)/7847
Other Party's Agreement Code:

6 APPROVALS

Original signed as follows (original on file at USPS HQ, Raleigh, NC):

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

BY: John H. Dunnigan, Assistant Administration Date: Sep 22, 2009

BY: Captain Steven R. Barnum, Director, Office of Coast Survey Date: 9/23/09

ACCEPTED AND APPROVED FOR THE
U.S. POWER SQUADRONS

BY: Creighton Maynard, Chief Commander Date: 25 Sep 2009

Date Stamped: Sep 22, 2009