

# MEMORANDUM OF AGREEMENT

*Between the*

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
(NOAA)

NATIONAL ENVIRONMENTAL SATELLITE, DATA, AND INFORMATION  
SERVICE (NESDIS)

*and the*

OREGON STATE UNIVERSITY (OSU)  
COLLEGE OF OCEANIC & ATMOSPHERIC SCIENCES (COAS)

*concerning the*

## **Cooperative Institute for Oceanographic Satellite Studies (CIOS)**



## MEMORANDUM OF AGREEMENT

*between the*

National Oceanic and Atmospheric Administration's National Environmental Satellite, Data, and Information Service (NOAA/NESDIS)

*and the*

Oregon State University's College of Oceanic & Atmospheric Sciences (OSU/COAS)

*concerning*

### **COOPERATIVE INSTITUTE FOR OCEANOGRAPHIC SATELLITE STUDIES (CIOSS)**

#### **I. PURPOSE AND SCOPE**

##### **A. Purpose**

The National Oceanic and Atmospheric Administration (NOAA), National Environmental Satellite, Data, and Information Service (NESDIS) and the Oregon State University's (OSU) College of Oceanic & Atmospheric Sciences (COAS) have established a Cooperative Institute for Oceanographic Satellite Studies (CIOSS). With concomitant opportunities for collaborative research and shared use of research platforms, NOAA and OSU/COAS have a mutual, evolving and long-term interest in numerous cooperative research projects and operational programs.

The primary purpose of the Institute is to create a mechanism to bring together the resources of a research-oriented university, NESDIS, and other line offices of NOAA in order to develop and maintain a center of excellence in satellite remote-sensing research relevant to understanding and providing adequate stewardship of the Earth's oceans, coastal waters, marine ecosystems, and the living and non-living resources within these regions.

This Memorandum of Agreement (MOA) between NOAA/NESDIS and OSU/COAS affirms their common interest in these research areas and provides a basis for consolidating their common research interests into a single major Cooperative Institute, hereinafter referred to as the Cooperative Institute for Oceanographic Satellite Studies or "CIOSS". The CIOSS will formalize a major collaborative relationship between NOAA, represented by the Office of Research and Applications (ORA) / NESDIS, and a consortium of universities and research facilities, represented by the OSU/COAS. Collaboration between OSU/COAS and NOAA provides an interdisciplinary approach

and a pooling of resources required for the identification and pursuit of new research projects and a focus for a continuing program of research and education.

The CIOSS is designed to accomplish the following:

1. Foster and provide a focus for oceanographic and air-sea interaction research utilizing satellite remotely sensed data, along with models of atmospheric and oceanic circulation;
2. Collaborate with NOAA/NESDIS in satellite ocean remote sensing activities through evaluation, validation, and improvement of data products from existing and new instruments; development of new multi-sensor products, models, and assimilation techniques; and investigation and creation of new approaches for satellite data production, distribution, and management;
3. Educate and train researchers, students, policy makers and the public to increase the understanding of how satellite remotely-sensed data will help to increase our oceanographic knowledge;
4. Provide access to surface vessels operated by OSU/COAS under UNOLS, and those operated directly by OSU; and,
5. Improve the effectiveness of graduate-level education and expand the scientific research experiences available in graduate and various Postdoctoral opportunities that may include participation in joint research programs with NOAA and other agencies.

## **B. Scope**

Participation in the CIOSS is open to all NOAA organizational elements. Research in the CIOSS may be supported by other public and private organizations. The CIOSS will carry out a number of agreed upon activities, including, but not limited to:

1. Fostering long-term collaborative research on themes of mutual interest to the parties.
2. Facilitating the establishment of joint research projects between scientists of NOAA and the members of CIOSS.
3. Encouraging, facilitating, and promoting other cooperative research among researchers within CIOSS.
4. Providing, in collaboration with NOAA, peer review by the Fellows of the CIOSS of research proposals to NOAA and other agencies or institutions regarding the scientific themes listed below.

## **C. Research Themes**

An initial and continuing charge to the CIOSS will be to develop specific research themes that address critical research needs. These themes are expected to fall into, but are not limited to, the following interdisciplinary areas:

1. Development and evaluation of improved fields of surface fluxes and biological fields using satellite remote sensing;
2. Integration of these satellite-derived fields into numerical models of the ocean and atmospheric circulation and biophysics – “forward,” “inverse,” or “data-assimilating” models, with the goal of coupled ocean-atmosphere models in open-ocean and coastal regions;
3. Evaluation of those models and remotely sensed fields through their dynamical analyses, providing tests of the integrated satellite-model fields; and,
4. Development of satellite oceanography techniques and applications, specifically including the use of new satellite ocean sensor technology and the calibration, validation, and application of such new technologies.

## **II. REFERENCES AND AUTHORITY**

Nothing herein is intended to conflict with current NOAA policies, regulations, and statutes. If any terms of this agreement are inconsistent with existing policies, regulations, and statutes of either of the parties entering into this agreement, 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 amending this agreement 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 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 a written presentation of the disagreement to their respective higher officials for appropriate resolution.

NOAA has authority to conduct research and provide financial assistance on issues relating to environmental satellite data and information to support NOAA’s coastal and oceans mission role; to include: satellite spacecraft operations; data acquisition from both domestic and foreign environmental satellites; environmental data distribution and management; research and development of environmental data products and information services; and development of future satellite sensor requirements.

Authority is granted for this agreement to NOAA under the provisions of 33 U.S.C. 1442, research programs respecting possible long-range effects of pollution, over fishing, and man-induced changes of ocean ecosystems; 49 U.S.C. 44720, meteorological services; 33 U.S.C. 883d which provides authority to conduct investigations and research in geophysical sciences (including geodesy, oceanography, seismology and geomagnetism); 15 U.S.C. 1540 which provides authority to provide financial assistance to any nonprofit organization to aid and promote scientific and educational activities to foster public understanding of the National Oceanic and Atmospheric Administration or its programs; 15 U.S.C. 2901, et seq. which provides authority to award Federal assistance for climate related activities.

### **III. FINANCIAL ARRANGEMENT**

This MOA does not constitute a financial commitment on the part of either Party. Financial support for CIOSS shall be contingent upon the availability of funds appropriated by Congress and subject to the ordinary budgetary and administrative procedures of NOAA and OSU, as applicable. NOAA funds shall not be obligated directly or indirectly, without written approval of an authorized NOAA official, to which this Memorandum of Agreement does not replace the need for a financial assistance award or procurement award pursuant to 31 U.S.C. § 6301, *et. seq.*, to legally authorize and obligate federal funds to OSU for CIOSS activities. This MOA does not prohibit OSU from soliciting funds solely for OSU expenses and activities under CIOSS from other Federal, State, and local agencies, international entities, and private sources.

### **IV. SUBSTANCE**

#### **A. Structure of the CIOSS**

##### **1. Location**

The CIOSS will be administered by and located at Oregon State University, Corvallis, OR.

##### **2. Composition**

The CIOSS will consist of the Director and Deputy Director, the scientific and support staff of the CIOSS, the Fellows of the CIOSS (including Visiting Fellows), a Council of Fellows, and an Executive Board.

##### **3. Organization**

The CIOSS will have such internal organization as deemed necessary by OSU to meet its goals and carry out its programs.

#### 4. Initial Organization

Consistent with the interests of the parties at the time of enactment of this MOA, the principal research components will be NESDIS/ORA and OSU/COAS. Other research components may include:

- a. Other NESDIS offices, including:
  - National Climate Data Center (NCDC),
  - National Oceanographic Data Center (NODC),
  - National Geophysical Data Center (NGDC);
- b. Office of Oceanic and Atmospheric Research (OAR), including:
  - Office of Global Programs (OGP),
  - Pacific Marine Environmental Laboratory (PMEL);
- c. National Marine Fisheries Service (NMFS), including:
  - Northwest Fisheries Science Center (NWFSC),
  - Southwest Fisheries Science Center (SWFSC) including the Pacific Fisheries Environmental Laboratory (PFEL);
- d. National Ocean Service (NOS), including:
  - National Oceanic Partnership Program;
- e. National Weather Service;
- f. Office of Program Planning and Integration (OPPI);
- g. National Aeronautics and Space Administration;
- h. Ocean Sciences Branch, Naval Research Laboratory;
- i. Institute of Geophysics and Planetary Physics at UCLA;
- j. Institute of Marine and Coastal Science at Rutgers University;
- k. State of Oregon Coastal Management Program (OCMP), Department of Land Conservation and Development (DLCD);
- l. Oregon Sea Grant at OSU; and,
- m. Hatfield Marine Science Center (HMSC) at OSU.

## 5. Responsibilities of OSU/COAS, NOAA and other participating institutions

- a. Each party may introduce proposed research themes at any time.
- b. Each of the participating organizations takes full legal, financial and operational responsibility for its employees affiliated with the CIOSS.
- c. Formal education, including the admission of students, and the awarding of academic credit, remains the responsibility of appropriate academic structures of OSU or other participating institutions.
- d. OSU/COAS shall serve as the prime grantee or contractor for all involvement in the CIOSS by all universities, *et al.* Participation of researchers from other institutions that shall become involved in the CIOSS shall be through suitable sub-agreements with OSU and shall be within usual and customary business policies and procedures of OSU and the sponsoring agency and may be submitted as part of the financial assistance proposal to NOAA.
- e. OSU/COAS shall maintain a separate, identifiable operating budget for the CIOSS with separate accounts maintained for each major research project.
- f. OSU/COAS will provide suitable space and office facilities to the administration of CIOSS. This MOA does not replace the need for a lease or any other agreement required to enable NOAA or other federal government agencies to accept donated space or office facilities.

## 6. Conduct of the Research Program

All research undertaken by the CIOSS will be developed in the following manner:

- a. **In general:** Research to be undertaken will address critical environmental problems identified by NOAA, OSU/COAS, and/or the CIOSS Fellows and will normally stress long-term collaboration.

Research proposals from the CIOSS to sponsors other than NOAA will be subject to the usual procedures of OSU/COAS and sponsoring agencies. Such proposals are highly encouraged by the parties to this agreement.

All research proposed to be undertaken by the CIOSS under NOAA sponsorship are subject to peer review both within the CIOSS and NOAA.

- b. **Establishment of an extramural research program:** The CIOSS may develop a Call for Proposals to be submitted to NOAA through the CIOSS. Such a call shall be subject to review by the Council of Fellows. This Call for Proposals will be sent to all Fellows of the CIOSS and other potential researchers.

Proposals received are subject to peer review by the Fellows of the CIOSS and by other researchers. The peer review will be in compliance with OSU/COAS and NOAA policies, which address conflicts of interest. CIOSS will comply with the OSU peer review conflict of interest policy and will ensure that the competing Fellows or other scientists either are advised to recuse themselves or withdraw completely from the peer review process, as applicable.

On the basis of this peer review and the programmatic needs of the CIOSS, the Director will recommend, for Executive Board concurrence, the research projects to be included in an omnibus proposal from the CIOSS to NOAA/NESDIS.

## **B. The Director**

1. The Director of the Institute shall be a member of the Tenured Scientific or Senior Technical Staffs of OSU/COAS and subject to the policies, regulations and procedures of OSU/COAS. The Director shall not be an employee or officer of the Federal Government. The Director shall be appointed by the Dean of COAS in consultation with the Director of ORA. The appointment shall be for a renewable term of five years.
2. The responsibilities of the Director include:
  - a. Provide scientific leadership, research coordination, planning and priority setting;
  - b. Review and approve all research proposals sent to outside agencies by the CIOSS;
  - c. Develop mechanisms to identify, encourage, and facilitate cooperative research between Fellows of the CIOSS, NOAA, and other institutions;
  - d. Submit an annual report of research results arising from funded projects to the Executive Board and to NESDIS;
  - e. Serve as chief administrator of the CIOSS;
  - f. Serve as an ex-officio member of the Council of Fellows and serve as a non-voting member of the Executive Board;
  - g. Maintain accountability for all funds supplied to the CIOSS;
  - h. Prepare an annual budget proposal for the CIOSS;
  - i. Initiate MOAs, to be negotiated between OSU and agencies and organizations interested in becoming affiliated with the CIOSS;
  - j. Arrange for the periodic review of the scientific activities of the CIOSS; and,



- k. Arrange for a formal site review of CIOSS, once every five (5) years, in cooperation with NOAA/NESDIS.

### **C. The Executive Board**

1. The Executive Board shall consist of the following:
  - a. The Assistant Administrator for the National Environmental Satellite, Data, and Information Service (NESDIS), NOAA;
  - b. The Director of the Office of Research and Applications (ORA), NOAA;
  - c. The Director of the Pacific Marine Environmental Laboratory (PMEL), NOAA;
  - d. Representatives of NOAA upon the invitation of the Director of ORA;
  - e. Representative from NASA Office of Earth Science, upon invitation of the chair of the Executive Board;
  - f. The Dean of the College of Oceanic and Atmospheric Sciences (COAS), OSU, who shall serve as Chair of the Executive Board;
  - g. The Director of Oregon Sea Grant;
  - h. Representatives of OSU upon the invitation of the Dean of COAS;
  - i. The Director of the CIOSS, who will serve as a non-voting member;
  - j. The Chair of the CIOSS Council of Fellows, who will serve as a non-voting member;
  - k. Designated representatives of other agencies or organizations who may formally affiliate with the CIOSS and any such others as may be deemed appropriate by the majority of voting members of the Executive Board.
2. The responsibilities of the Executive Board include:
  - a. Make recommendations to the CIOSS Director concerning policies for the CIOSS, new and existing scientific program areas, research themes to be pursued by the CIOSS, and methods to improve coordination of research programs with other institutions or agencies;
  - b. Confirm the appointments of the Fellows and the Council of Fellows of the CIOSS;
  - c. Review the annual budget of the CIOSS;

- d. Review such further implementing agreements or addenda to this agreement as may be entered into in the future and make recommendations in regard to such agreements to the CIOSS Director; and
3. The meetings of the Executive Board generally occur once a year, at the call of the CIOSS Director. Additional meetings of the Board may be called by the Director, the Chair of the Board, or by a majority of the voting members of the Board.

#### **D. The Fellows of the CIOSS and the Council of Fellows**

1. The CIOSS shall establish a program of "Fellows" which shall indicate a formal association with the CIOSS. From these Fellows, a Council of Fellows shall be selected as provided below.
2. The Fellows of the CIOSS shall be researchers in the consortium who may conduct CIOSS-sponsored research and/or provide peer review of proposals submitted through the CIOSS to NOAA. Fellows must be (1) members of the Scientific Staff or Senior Technical Staff at OSU, (2) scientists holding teaching or research appointments in other academic institutions, (3) selected staff members of NOAA components, or (4) selected staff members of not-for-profit research organizations, or other international, Federal, and State agencies. Fellows shall be appointed by the Director for three-year, renewable terms and confirmed by the Executive Board at their annual meetings.
3. The Council of Fellows shall consist of Fellows from the CIOSS. The Director of CIOSS shall be an ex-officio member of the Council of Fellows. Council of Fellows members will be nominated by the Fellows and appointed by the Director of CIOSS.
4. The Council of Fellows shall play a leadership role in maintenance of high standards of the CIOSS's research. The Council of Fellows shall select their chairperson; advise the Director on the selection of new Fellows and the reappointment of current Fellows; advise the Director on the addition of new research components through new MOAs; recommend new research thematic areas; and make recommendations to the Director of the selection of Visiting Fellows.
5. The Council of Fellows may develop, review and modify By-laws subject to the review of the Executive Board.

#### **E. Affiliation of other agencies or organizations**

Any research agency or research organization is eligible for formal affiliation with the CIOSS, provided that the purpose of the organization adheres to the principles of openness of research, that the organization provides for the dissemination of research findings, and that the organization's research interests fall within the scope of the CIOSS objectives.

Affiliation is to be established between OSU and the organization.

#### **F. The Research Staff of the CIOSS**

The Research Staff shall consist of those researchers and support staff that are collocated in Corvallis and Newport, or located in their own facilities. They will include the following:

1. Scientific and research staff, including post-doctoral investigators, of OSU and other participating institutions, which are supported by the research grants and/or contracts of the CIOSS.
2. Scientific and research staff of NOAA as selected by NOAA and as accepted by CIOSS.
3. Students who are supported by the research grants and/or contracts of the CIOSS.
4. Visiting Fellows who shall be fully qualified and appointed as fellows of the CIOSS and who may be appointed for a one-year term (renewable for one year) on the site(s) of the CIOSS.

#### **V. TERM**

This Memorandum of Agreement is effective as of the date of signature by the authorized representatives of Oregon State University and the United States Department of Commerce / National Oceanic and Atmospheric Administration. This MOA will be subject to review every five (5) years, and may be renewed by the parties. Additionally, this Memorandum does not replace the need for a financial assistance award or procurement award to legally authorize and obligate federal funds for the support of the CIOSS.

#### **VI. MODIFICATION/CANCELLATION PROVISION**

Either party may terminate this agreement unilaterally on one year's written notice. Proposals to modify the terms of this Memorandum of Agreement can be initiated by either party and will be subject to approval by the authorized representatives of NOAA and OSU. Such actions to terminate or amend this agreement will have no force or effect on any existing procurement or cooperative agreement between the parties.

## VII. OTHER PROVISIONS

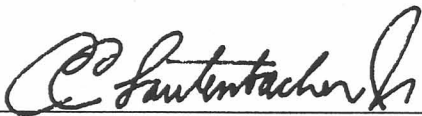
### A. Equal Opportunity

OSU, as an Equal Opportunity and Affirmative Action employer, does comply with applicable Federal and State laws prohibiting discrimination. It is the policy of OSU not to discriminate against any applicant, employee or student on the basis of race, religion, color, creed, gender, age, national origin, sexual orientation, disability, or veteran status. Such actions shall include, but not be limited to, the following: employment, upgrading, promotion, demotion, transfer, leaves or other absences from duty, recruitment, lay-off, rate of pay and all other forms of compensation and benefits; admission, progression or graduation from any academic program; selection for training; other education and professional opportunities; and conflict resolution. The CIOSS will be operated in accordance with this policy. Cooperative agreements, grants, contracts, or other agreements entered into pursuant to this Memorandum shall contain appropriate provisions relating to Equal Employment Opportunity, E.O. 11249.

### B. Compliance

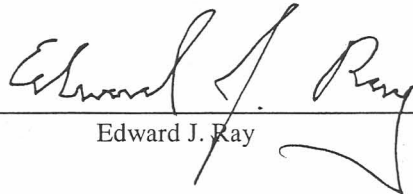
OSU/CIOSS shall comply with all applicable laws, regulations, rules and ordinances. This agreement is effective upon the date of signature of both Parties.

UNDER SECRETARY FOR OCEANS & ATMOSPHERE  
U.S. DEPARTMENT OF COMMERCE



Conrad C. Lautenbacher

PRESIDENT  
OREGON STATE UNIVERSITY



Edward J. Ray

Date: DEC 23 2003

Date: 10/02/03