

**MEMORANDUM OF UNDERSTANDING  
BETWEEN THE  
UNITED STATES GEOLOGICAL SURVEY  
AND THE  
CLEAN BEACHES COUNCIL**

**I. AUTHORITY AND BACKGROUND**

This Memorandum of Understanding (MOU) between the United States Geological Survey, hereafter referred to as the “Survey,” and the Clean Beaches Council, hereafter referred to as the “Council,” and together constituting the “Parties,” is hereby entered into under the authority of 43 U.S.C. 31 et seq. the Organic Act of March 3, 1879 and 16 U.S.C. 1452 of the Coastal Zone Management and Coastal Zone Protection Acts. The Council is a nonprofit corporation organized under the laws of the District of Columbia for the purpose of providing resources to protect and preserve America’s coastal heritage.

The Parties recognize that efforts to protect and preserve America’s coastal resources and heritage are a cooperative effort involving a number of partners, including Federal, State, tribal, and international organizations. The Survey supports long-term research programs as contributing sound science to the development of policy and management towards public safety and sustainable use and preservation of coastal resources. The Survey, through the activities of its programs and Science Centers throughout the Nation delivers studies relevant to that end.

The Council provides educational and outreach programs as well as evaluations of resource use and status that are integral to efforts to assess research priorities and effectively disseminate knowledge to broad stakeholder interests at the community and regional level. The Survey recognizes that the Council has a direct interest in ensuring effective delivery of Survey project results and, through consultation and participation in development of information delivery models and mechanisms, can contribute to the design, application and impact of Survey products. The Parties agree on the value of working together to improve the delivery and accessibility of science products to meet the needs of the Parties in support of scientifically informed policy, management and public education.

**II. PURPOSE**

The purposes of this MOU are threefold:

1. To facilitate cooperation between the Parties in the effective delivery of science products that are of relevance to the mutual interests of the Parties and that educate and inform resource managers, policy makers, and the general public.
2. To, in pursuit of the above objective, establish mechanisms for the Survey and Council to work in partnership so that Survey and Council products relevant to the mutual interests of the Parties may be collaboratively designed, developed, and delivered.
3. To provide broad agreement on collaborative interests and approaches for the development of future specific cooperative efforts identified to be mutually beneficial to the Parties.

### **III. SCOPE AND GUIDELINES**

For a period set forth in Section IV, the Parties shall coordinate activities relating to delivery of science-based products consistent with the following guidelines:

#### **A. Scope**

This agreement provides the general framework for cooperation between the Parties to actively work together to ensure that Survey products contributing to the understanding of the interactions between physical, biological, and human components of coastal ecosystems are designed, developed and delivered to promote enhanced public awareness of those interactions. Specific agreements between the Parties under the broad scope of this MOU may include collaborative support of integrated research, community outreach and education programs, and development of tools, approaches, and training programs. Any specific agreements between the parties will comply with Federal and Survey statutes, regulations, and policies.

#### **B. Responsibilities**

1. The Parties agree to work cooperatively to effectively disseminate and deliver the products of Survey studies. The Council shall provide assistance with program planning and review, particularly with respect to assessment of stakeholder needs, design of educational delivery mechanisms and tools, and evaluation of product effectiveness. All collaborative efforts shall be consistent with the program planning documents of Survey programs and shall be developed in consultation with the appropriate program, regional and Science Center staff.
2. The Parties shall endeavor to fully disclose in a timely manner, consistent with the Freedom of Information Act, the Privacy Act, and other applicable laws, any information relating to fiscal or staffing resources that could affect the status of the execution of this MOU or any resulting collaborative agreements.
3. The Council will provide support to Survey program and project management in the design and development of educational materials and product distribution plans.
4. The Survey will endeavor to provide the Council with all necessary information concerning Survey programs, education and outreach polices, and procedures required for effective execution of Council responsibilities under this MOU.
5. The Survey will endeavor to work with the Council to facilitate delivery and interpretation of the results of science programs with relevance to the shared interests of the Parties.
6. Both Parties agree that representatives of the Survey and the Council will endeavor to meet on a regular basis in an effort to facilitate the objectives of this MOU and to ensure coordinated development of new strategies, activities, and programs.
7. The Council will prepare annual reports describing Council activities related to the development of programs and information relevant to and resulting from the execution of this MOU.

### **C. Terms and Conditions**

The Council shall not publicize, or otherwise circulate, promotional material (such as advertisements, sales brochures, press releases, speeches, still and motion pictures, articles, manuscripts, Web sites, or other publications) that states or implies governmental, departmental, bureau, or Government employee endorsement of a Council product, a Council service, or position that the Council represents. No release of information relating to this agreement may state or imply that the Government approves of the Council's work product, or considers the Council's work product to be superior to other products or services.

The Council must obtain prior Government approval from the Survey for any public information releases which refer to the Department of the Interior, any bureau, or employee (by name of title), or this agreement. The specific text, layout, photographs, etc., of the proposed release must be submitted with the request for approval.

This MOU does not restrict the signatories from participating in similar activities or arrangements with other public or private agencies, organizations, or individuals.

This document does not provide authority to transfer appropriated funds, personal property, or employees between the Survey and the Council. Any such transfers that may arise will be provided for thorough the appropriate mechanisms and statutory authorities.

Any press releases relating to this MOU will be coordinated with the USGS Office of Communications.

### **D. Annual Review and Planning Document**

The Parties shall endeavor to annually develop a review and planning document. The broad goals of the review and planning document are to clearly identify areas for joint program development or implementation, to assess changes in the policy environment, and to review collaborative efforts. Areas of mutual interest for program development may be implemented through cooperative agreement or other applicable agreements. The specific purposes of the Annual Review and Planning Document are to:

1. **Define Objectives and Resource Requirements** - To establish objectives for collaborative efforts, identify appropriate representation from the Parties, and define the resource requirements and procedures for proceeding with mutually agreed upon activities.
2. **Assess Changes in the Policy Environment** - To document information developed by the Parties with respect to changes in external and internal policy that may inform, constrain, or facilitate the continued collaborative activities of the Parties.
3. **Review Annual Progress** - To report on the progress of collaborative efforts and effectiveness of the overall collaborative process.

### **E. Communication and Consultation**

1. **Annual Coordination Meetings:** The Parties will endeavor to meet annually to review the previous year's activities and develop the information required for the Annual Review and Planning Document.

2. **Communications and Correspondence**

- a. Significant communications regarding this MOU shall be transmitted to the Director of the Survey and the President of the Council, and copied to their designees.
- b. The Parties recognize that a successful partnership will require transparency in communication, early disclosure of challenges/successes in securing the means to develop specific collaborative activities, and regular planning, consultation, coordination, and reporting of activities.

**F. Budget Execution**

The Council recognizes that Survey management may make decisions pertaining to the utilization of fiscal and human resources without the concurrence of the Council. However, the Survey shall endeavor to immediately apprise the Council of any such decisions that affect the execution of any agreements developed pursuant to this MOU.

**IV. PERIOD OF PERFORMANCE AND TERMINATION**

This MOU shall become effective upon signing and shall remain in effect for a period of 5 years unless terminated sooner at the discretion of either of the Parties. Either Party may terminate the MOU upon 30 days of written notice.

**V. SPECIAL PROVISIONS**

The scope of work and terms of agreement may be modified or amended at any time by mutual consent of the Parties.

Nothing in this MOU or any agreements under the auspices of this MOU shall be interpreted as a commitment or requirement that the Survey obligate or pay funds in contravention of the Anti-Deficiency Act or any other law or regulation.

**PARTIES**

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized representatives as of the last date shown below.

**Clean Beaches Council**

**Department of the Interior  
U.S. Geological Survey**

**Signature on File**

**Signature on File**

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Walter McLeod, President

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Charles G. Groat, Director

**6-3-2005**

**5-25-05**

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Date

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Date