

MEMORANDUM OF UNDERSTANDING

Between United States Coast Guard and Florida Institute of Oceanography Regarding the Academic and Marine Research Contribution to USCG Oil Spill and Hazardous Material Response Plans

1. PARTIES. The parties to this Memorandum of Understanding (hereafter agreement) are the United States Coast Guard (USCG) and the Florida Institute of Oceanography (FIO), a State University System Academic Infrastructure Support Organization for the State of Florida.
2. AUTHORITY. This agreement is authorized under the provisions of 14 U.S.C. § 93(a)(4), which authorizes the Coast Guard to coordinate and cooperate with other government agencies, and private agencies, in research and development activities, relating to the performance of any Coast Guard function; and 14 U.S.C. § 141, which authorizes the Coast Guard to provide certain assistance to federal, state and local entities. Further, this agreement is in accord with the Memorandum of Understanding that establishes FIO as a State University System Academic Infrastructure Support Organization for the State of Florida.
3. PURPOSE. The purpose of this agreement is to set forth terms by which the marine research community in the Gulf of Mexico and Southeast Atlantic, through FIO, can assist the USCG in their response to a natural or anthropogenic emergency.
4. RESPONSIBILITIES.
 - a. U.S. COAST GUARD:
 - i. The USCG will contact FIO in the case of an emergency, or otherwise, in order to identify subject-matter experts.
 - ii. The USCG will work with FIO to ensure that the best scientific information is portrayed and the facts are correctly stated in media releases.
 - iii. The USCG will work with the academic community to improve their response to emergencies without compromising the USCG core missions or impinging on academic freedom.
 - iv. The USCG will notify FIO of any relevant planning activities or exercises that may be of interest.
 - b. Florida Institute of Oceanography:

- i. The FIO will assist the USCG in identifying subject-matter experts as requested to participate in planning, exercises or actual emergency responses.
- ii. The FIO will work with the USCG to ensure that the best scientific information is portrayed and the facts are correctly stated in media releases. Notwithstanding the foregoing, FIO members will retain their right to conduct research and independently publish, communicate and disseminate research results, findings, data and conclusions without restraint or prior approval. In all such publications, communications and disseminations, FIO members will make clear that the data, opinions, and conclusions stated are their own and not those of the USCG.
- iii. FIO members will assist the USCG in their response to emergencies as requested, however FIO members will retain their right to conduct independent research as stated above in (ii).
- iv. FIO will notify the USCG of any relevant research, forums or symposiums that may be of interest for planning and exercises.

c. Combined USCG and FIO:

- i. To improve understanding, the USCG will work with FIO members to provide training/overview on how the USCG manages a large oil spill. Collectively, the USCG and FIO members will continue discussions and develop a plan of action on how the academic community would participate. This includes items outlined in the current agreement responsibilities, as well as providing the USCG with access to, and understanding of, the latest relevant research that may be unique to the Florida ecosystem.
- ii. The USCG and FIO will work collaboratively to hold two workshops.
 - Modeling Workshop: to discuss the state-of-the-art models that are under development in the academic research community and how those would be useful to the USCG in the Gulf of Mexico/Southeast Atlantic in the event of an oil (or other) spill or for search and rescue. The current 2-D models are insufficient to identify the movement of sub-surface oil or accurately trace the movement of surface oil. Higher resolution, 3-D models based on the best scientific understanding of the marine environment are under development within the academic community. This workshop will include selected FIO members and other participants from the federal government.
 - Baseline Workshop: to review the current availability of marine (physical, chemical, biological, and geological) baseline information around Florida, assess what is still needed, and discuss how to obtain

these data. This workshop would include selected FIO members and other participants from the federal government. A plan will be developed on the greatest baseline, sampling, or other needs to move quickly in the event of an incident.

- iii. To improve the available scientific and baseline information, the FIO and USCG collectively recognize and promote the need for research funding to study the effects of oil and the impact of dispersants on the Florida ecosystem including, but not limited to, the unique coral reef tract of the Florida Keys. Reports of outcomes from the workshops may be used to discuss funding avenues from federal or state governments or private sources.

5. POINTS OF CONTACT.

For the USCG: Captain John P. Slaughter
 USCG Planning and Force Readiness,
 Seventh Coast Guard District
 Tel.: (305) 415-6735
 Email: John.P.Slaughter@uscg.mil

For FIO: Dr. Jyotika I. Virmani, Associate Director
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6. OTHER PROVISIONS. Nothing in this agreement is intended to conflict with current law or regulation or the directives of the United State Coast Guard or Department of Transportation or the Florida Institute of Oceanography or the State University System of Florida. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.
7. EFFECTIVE DATE. The terms of this agreement will become effective on 29 June, 2012.
8. MODIFICATION. This agreement may be modified upon the mutual written consent of the parties.

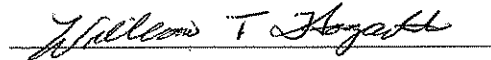
9. TERMINATION. The terms of this agreement, as modified with the consent of both parties, will remain in effect indefinitely or until the agreement of both parties. Either party upon 30 days written notice to the other party may terminate this agreement.

APPROVED BY:



Rear Admiral William D. Baumgartner
Commander, Seventh Coast Guard District
United States Coast Guard

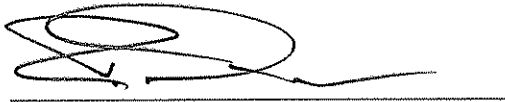
6/29/2012
Date



Dr. William T. Hogarth
Director
Florida Institute of Oceanography

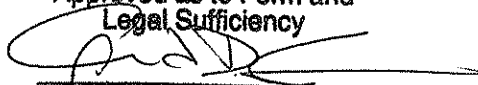
6/29/12
Date

Acknowledged by:



Ralph C. Wilcox, Provost
Executive Vice President, University of South Florida
Host Institution for Florida Institute of Oceanography

6/18/12
Date

Approved as to Form and
Legal Sufficiency

Attorney, USF