

**Memorandum of Agreement**  
**Exxon Valdez Oil Spill Trustee Council,**  
**North Pacific Research Board,**  
**and**  
**University of Alaska**

**Section I. Parties**

This Memorandum of Agreement ("MOA") is entered into by the *Exxon Valdez* Oil Spill Trustee Council, the North Pacific Research Board, the University of Alaska, and any other marine research and monitoring entities that may become signatories to this agreement in the future (the "Parties").

**Section II. Purpose**

Alaska's oceans and related watersheds are among the most productive ecosystems in existence and the Nation's greatest natural resources. There must be a concerted effort and commitment to maintain, monitor, and protect the long-term health and sustainability of these ecosystems, their habitats and resources. This can be accomplished, in part, through collaborative, coordinated efforts by the Parties to this MOA, each of which conducts, as part of its mission, scientific research and monitoring of the fish and wildlife resources of these waters. This MOA will provide a framework for the Parties to work cooperatively to more effectively accomplish their individual and common missions and provide for the long-term health and sustainability of Alaska's oceans and related watersheds.

**Section III. Findings**

The Parties find the following:

1. Alaska's oceans and related watersheds are extensive and contain fish and wildlife resources of great economic, social, cultural, and scientific value;
2. Populations of many commercial and non-commercial species in these waters are changing for reasons not well understood;
3. Alaska's oceans and related watersheds can best be managed and understood through an ecosystems-based approach, which is directed toward understanding how habitats and communities of species function together in response to environmental and anthropogenic factors;
4. Improved scientific understanding of marine and marine-related ecosystems will improve management of the region, thereby increasing the sustainability and efficiency of human use;
5. While each Party has its own mission and operates independently, together they share common interests in Alaska's oceans and related watersheds;
6. Scientific understanding of these waters can best be achieved through cooperation and collaboration of the various entities involved in marine research; and
7. Comprehensive, cooperative planning for marine research in Alaska's oceans and related watersheds is necessary to coordinate the efforts of Parties in order to

maximize the benefits to the people who use and depend on Alaska's marine resources.

#### **Section IV. Cooperative and coordinated research planning**

The Parties agree to cooperate and coordinate in developing research and monitoring plans for their respective geographic regions. They shall strive to (1) establish shared research priorities and work jointly towards attaining the priorities, (2) coordinate, to the extent permitted by governing legal mandates, the timelines and processes for proposal solicitation, review, and decision-making, and (3) cooperate in developing a network of people to assist with proposal and program reviews upon request.

#### **Section V. Information and data**

To enhance communications and availability of information, the Parties agree to:

1. Share information regarding: (a) public meetings and newsletters, (b) timelines and processes for proposal solicitation, review, and decision-making, (c) ongoing and proposed research and monitoring activities, (d) invitations for proposals, and (e) results and data from all scientific research;
2. Cooperate in formulating procedures and mechanisms through which such information can be effectively shared;
3. Develop compatible data standards and quality control procedures so data are of the highest quality and compatible between participating agencies; and
4. Cooperate in jointly synthesizing the results of ongoing monitoring and research efforts undertaken by the Parties and other research entities.

#### **Section VI. Shared resources**

To reduce costs, increase efficiency, and avoid duplication of effort, the Parties agree to expedite access to and sharing of each other's facilities and equipment, pooled inventories of costly technology development projects, and scarce human skill sets, consistent with each Party's policies and regulations.

#### **Section VII. Joint meetings**

The Parties agree to meet jointly at least annually. The date for each succeeding meeting, as well as the Party (ies) responsible for planning, coordinating, supporting, and reporting on it, shall be established at the annual meeting. These meetings will help to foster cooperation among the parties, share findings with other participatory agencies, evaluate research plans and progress in implementation, and coordinate in establishing priorities for research.

#### **Section VIII. Participation of other entities and facilities**

The Parties recognize that adding to this MOA new participatory organizations involved in marine issues relating to Alaska's oceans and related watersheds will better enable participatory organizations to reach shared goals. The Parties agree to:

1. Recognize and promote the participation of other organizations that may contribute to the shared interests of monitoring and research in Alaska's oceans and related watersheds; and
2. Establish a mechanism through which new participants can participate in planning for research and monitoring.

#### **Section IX. General provisions**

1. Effective date. This MOA becomes effective upon the date of the signature of the third Party to execute it. This MOA may be executed in counterparts, each of which will be considered an original document.
2. Withdrawal. Any Party to this MOA may withdraw without obligation upon thirty days written notice to the other Parties.
3. Termination. This MOA shall remain in effect until it is terminated by agreement of the Parties.
4. Authority. Nothing in this MOA shall be construed to limit or modify the authority or responsibility of any participating agency.
5. Third parties. This MOA is not intended to, nor shall it, vest rights in persons or entities who are not Parties.
6. Amendment. This MOA may be amended in writing by the unanimous written agreement of the Parties.
7. Antideficiency. Nothing in this MOA shall be construed as obligating the United States, the State of Alaska, or the University of Alaska, their agents or employees, to expend funds in excess of that authorized by law.
8. Effect. This MOA is intended to express the good faith plans and general intentions of the parties, but does not create any legally enforceable obligations.
9. Notice. Any notice, request, order, or communication to the Parties pursuant to this MOA shall be in writing to each Party at the address that follows:


Molly McCammon, Executive Director  
Exxon Valdez Oil Spill Trustee Council  
441 West 5<sup>th</sup> Avenue, Suite 500  
Anchorage, AK 99501-2340

David Benton, Chairman  
North Pacific Research Board  
441 West 5<sup>th</sup> Avenue, Suite 500  
Anchorage, AK 99501-2340

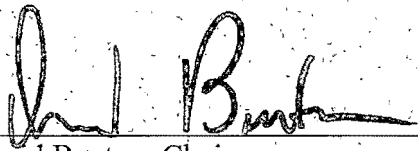
Mark Hamilton, President  
University of Alaska  
P.O. Box 755000  
Fairbanks, AK 99775

Or to such other addresses as any Party may designate in writing.

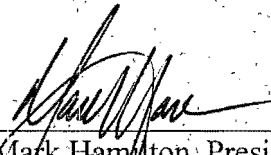
Accepted as affirmed by our signatures below.

  
Molly McCammon, Executive Director  
Exxon Valdez Oil Spill Trustee Council

11/26/02  
Date

  
David Benton, Chairman  
North Pacific Research Board

5/21/03  
Date

  
Mark Hamilton, President  
University of Alaska

12/19/02  
Date