

MEMORANDUM OF AGREEMENT

Between the

**U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE
OFFICE OF COAST SURVEY**

And the

**U.S. DEPARTMENT OF HOMELAND SECURITY
UNITED STATES COAST GUARD
UNITED STATES COAST GUARD AUXILIARY**

**THROUGH WHICH THE PARTIES WILL COOPERATE ON SUPPLYING
UPDATES FOR NAUTICAL CHARTS**

NOS Agreement Code: MOA-2013-076-8776

I. PARTIES.

The parties to this Memorandum of Agreement (MOA) are the U.S. Department of Homeland Security (DHS) through the United States Coast Guard (USCG) and the U.S. Coast Guard Auxiliary (USCGAUX), and the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS) through the Office of Coast Survey (OCS).

II. AUTHORITY.

A. The authority for OCS to enter into this MOA is the Coast and Geodetic Survey Act, 33 U.S.C. § 883a and 883b., which provides the basis for NOAA navigation service programs and authorizes the Secretary to conduct hydrographic and topographic surveys, tide and current observations, geodetic and control surveys, field surveys, and geomagnetic, seismological, gravity, and related geophysical measurements to provide charts and other information for safe marine navigation, as well as the dissemination of data resulting from the activities authorized by the Act and of related data from other sources.

B. The authority for USCG to enter into this MOA is 14 U.S.C. § 93(a)(20).

III. PURPOSE.

The purpose of this Agreement is to renew the terms agreed to in the previous agreement (NOS Agreement Code MOA-2006-022/7159) which expired on September 30, 2011. It will continue the relationship between the Parties and outline the basic responsibilities in cooperating, administering and supporting the OCS Chart Updating Program. This Agreement will continue the long-standing relationship between the USCG, USCGAUX, and OCS in support of the Chart Updating Program. Through this program, members of USCGAUX voluntarily scan U.S. water and land areas, looking for changing conditions that could be reflected on NOAA nautical charts and related navigation products.

IV. RESPONSIBILITIES.

A. OCS.

1. Provide, on request, current editions of nautical charts and related products to each USCGAUX Flotilla whose operational areas lie within the coverage of NOAA charts. All requests for charts and related products will be processed through the designated USCGAUX officials;
2. Maintain and provide access to the "Dates of Latest Editions" for NOAA products to designated USCGAUX officials through the Chart Updating Website (CUWEB). This website is currently under construction;
3. Maintain and provide access to CUWEB for USCGAUX members to submit Chart Updating reports;
4. Secure access to the CUWEB via the USCGAUX AuxOfficer login application programming interface (API);
5. Safeguard USCGAUX member information in accordance with the requirements of The Privacy Act and the policies of the U.S.;
6. Provide guidelines for data collection and for improvement of data collection and reports submitted;
7. Receive reports and forward to the appropriate OCS office or other cartographic and mapping agencies of the United States and foreign governments as relevant or appropriate;
8. Maintain records of reports submitted and credit units awarded in the format established by mutual agreement of the Parties. This information will be provided on CUWEB;
9. Periodically furnish designated USCGAUX officials a report of activities in a format established by mutual agreement of the Parties. This information will be provided on CUWEB;
10. Participate, as required in Chart Updating training activities to enhance quality and to promote interest and participation this Chart Updating Program;
11. Prepare articles for publication in *The Navigator* and develop training materials to be used in Chart Updating training sessions;
12. Coordinate editorial review and provide reproduction of training materials developed jointly by OCS and USCGAUX. These training materials will be available on CUWEB;
13. Maintain and update the Chart Updating Manual and the Chart Updating Website Guide on CUWEB when significant program changes dictate;

14. Provide technical support and assistance to USCGAUX, to the extent provided by law and/or U.S. Department of Commerce regulations and directives with respect to any legal proceeding in which USCGAUX may become involved as a result of carrying out its responsibilities as described in this Agreement.

B. USCG.

1. Provide guidelines to the USCGAUX for the administration, application, and further development of the Chart Updating Program;
2. Provide editorial and policy review, and approval of all publication and training materials developed by the USCGAUX, as they pertain to the Chart Updating Program;
3. Maintain a computer database for recording the performance, training and qualifications of the USCGAUX in support of the Chart Updating Program in compliance with all Commandant's Policies, federal regulations, and federal laws including the Privacy Act;
4. Stock and distribute publications and materials relating to the Chart Updating Program, through the USCGAUX's National Supply Center;
5. Provide the funding for the administrative management and basic organizational support of the Chart Updating Program.

C. USCGAUX.

1. Provide corrections, changes, and recommendations to revise or improve NOAA nautical charts and related publications through the use of volunteer observers;
2. Provide member login validation for the NOAA Chart Updating web site via the Auxiliary AuxOfficer system;
3. Provide the AuxOfficer login API code for use in the NOAA Chart Updating website;
4. Establish and maintain the administrative procedures relative to the Chart Updating Program;
5. Promote participation by Auxiliarists and maintain a continuing educational program related to the Charting Updating Program;
6. Write publications and service training materials relating to the Chart Updating Program and submit for OCS review and approval.

V. POINTS OF CONTACT.

A. The following persons will be the points of contact for this MOA:

1. OCS

Ken Forster
NOAA/OCS/Marine Chart Division
N/CS22, Room 7643
1315 East-West Highway
Silver Spring, MD 20910-3282
Phone: (301) 713-2717 x153
E-mail: ken.forster@noaa.gov

2. USCG

Captain F. Thomas Boross, USCG
Department of Homeland Security
Commandant U. S. Coast Guard (CG - BSX)
ATTN: Office of Auxiliary and Boating Safety
U.S. Coast Guard Stop 7501
2703 Martin Luther King, Jr. Ave SE
Washington, DC 20032-7501
E-mail: Francis.T.Boross@uscg.mil

3. USCGAUX

Thomas C. Mallison, National Commodore
PO Box 217
8049 Lake Street
Bear Lake, MI 49614-0217
Cell: (937) 271-4785
E-mail: tcmallison@cs.com

B. The Parties agree that if there is a change in the information in this section, the Party making the change will notify the other Parties in writing of such change. Changes to this section do not require a formal amendment to this Agreement.

VI. OTHER PROVISIONS.

A. At the end of each calendar year, all Parties will exchange Annual Activity Reports in writing, which delineate the cooperative activities that occurred that year in accordance with this MOA.

B. Information provided by the USCGAUX to OCS pursuant to this MOA is provided solely for use by the U.S. Government.

C. OCS accepts full responsibility for reviewing information provided by the USCGAUX and confirming its correctness and accuracy. All judgments made with respect to the use or non-use of data provided by the USCGAUX including, but not limited to, the decision to revise, make additions to, correct, and/or change NOAA navigational charts and related publications

as a result of data provided by the USCGAUX to OCS shall be made solely by OCS and OCS accepts full responsibility, legal and otherwise, for the consequences of its decisions.

D. Any activity under this MOA by OCS, the USCG, and the USCGAUX is subject to the availability of appropriated funds and proper authorization.

E. Members of the USCGAUX are not acting as agents of NOAA. Chart Updating is specifically an authorized mission of the Coast Guard Auxiliary. When performing said mission, statutory protections identified in 14 U.S.C. §§ 821(b) and 823.a. shall be afforded to Auxiliarists and their respective Units that are assigned this duty in conformity with the U.S. Coast Guard Auxiliary Manual and other policies established by the Commandant of the U.S. Coast Guard.

F. To the extent permitted by law, the Parties agree to provide to the other Parties for approval any materials or statements offered to inform the public of the nature of this project, or to promote the existence of the project and the Parties prior to release of such materials or statements.

G. The Parties acknowledge that any activities in furtherance of this endeavor by the USCGAUX must be in full compliance with all applicable law and U.S. Coast Guard regulations, including those enumerated in the Coast Guard Auxiliary Manual, COMDTINST M16790.1 (series), and OCS agrees not to take any action involving or referencing the USCGAUX which is contrary to the same.

H. This MOA constitutes the entire understanding between the Parties and is subject to the availability of funds.

I. There are no representations, warranties, agreements, arrangements, undertakings, oral or written, between or among the Parties relating to the subject matter, which are not included in the MOU. This national MOU supersedes all other agreements that may exist between the parties. The Parties represent and warrant that their signatories have authority to represent them.

J. This MOU does not create any right or benefit, substantive or procedural, enforceable by law or equity by any person or entity not a party to this MOA, against the USCGAUX, USCG, or OCS or their respective government agencies.

K. Nothing herein is intended to conflict with current law or regulation or the directives of the DOC, DHS, USCG or USCGAUX. If the terms of this MOA are inconsistent with existing or future directives of any of the Parties, then those portions 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, all necessary changes will be accomplished by either an amendment or by entering into a new MOA, whichever is deemed in the best interests of the Parties.

L. Should disagreement arise on the interpretation of the provisions of this MOA or Amendments thereto, that cannot be resolved at the operation level, the area(s) of

disagreement shall be stated in writing by each Party and presented to the other Parties 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.

VII. EFFECTIVE DATE.

This MOA will be effective as of the date that it is signed by the last signatory, and will end five years thereafter if not otherwise extended by the mutual written consent of the Parties.

VII. MODIFICATION.

This MOA may be amended within its scope, prior to its expiration by the mutual written consent of the Parties. The Parties will review this Agreement at least once every three years to determine if it needs to be revised or terminated.

IX. TERMINATION.

The MOA may be terminated by: (1) written mutual consent of the Parties; (2) one Party's written notice sixty (60) days in advance; or (3) completion of the Parties' responsibilities under this MOA. In the event this MOA is terminated, each Party shall be solely responsible for the payment of any expenses it has incurred.

APPROVED BY:

U.S. Department of Commerce National Oceanic and Atmospheric Administration
National Ocean Service

APPROVED

By: [Signature]
RDML Gerd F. Glang, NOAA
Director, Office of Coast Survey

Date: 9-8-2014

United States Coast Guard

APPROVED

By: [Signature]
Captain F. Thomas Boross, USCG
Chief Director or Auxiliary

Date: 18 AUG 2014

United States Coast Guard Auxiliary

APPROVED

By: [Signature]
Commodore Thomas C. Mallison
National Commodore
U.S. Coast Guard Auxiliary

Date: 8/18/14