

**MEMORANDUM OF UNDERSTANDING FOR
PACIFIC COAST OCEAN OBSERVING SYSTEM
(PaCOOS)**

August 9, 2004

PREAMBLE

The parties to this Memorandum of Understanding,

Recognizing the need for the development of public policies that will sustain the resources of the California Current Ecosystem for future generations;

Aware that the observing of species and their environment must be increased and integrated to provide a sound scientific basis for ecosystem-based management of natural resources;

Desiring to establish an appropriate organization to guide the development and operation of an integrated observing system for the California Current Ecosystem;

Acknowledging that the activities of the organization must be an integral part of the US Integrated Ocean Observing system and its Regional Associations,

Have agreed as follows:

Article I

Establishment of the Organization

The signatories to this Memorandum of Understanding (MOU) hereby establish an organization entitled the Pacific Coast Ocean Observing System (PaCOOS), hereafter referred to as the "Organization".

Article II.

The Area Concerned

The area which the activities of the Organization concern is primarily the US Exclusive Economic Zone (EEZ) on the Pacific coast of the continental US with links to similar observing programs in Canada, Mexico and shoreward of the EEZ as required. .

Article III

Purpose of the Organization.

The purpose of the organization shall be:

- a) To collaborate with the Regional Observing Systems, managed by IOOS Regional Associations, and similar systems in Canada and Mexico to create an integrated Ocean Observing System for the California Current Ecosystem of Pacific Coast of the US.
- b) To provide the ecosystem information required for ecosystem-based stock assessments, biological opinions and other science-based management decisions for Pacific coast fishery resources, threatened and endangered species, protected mammals, turtles and living marine resources observed under state-federal agreements.
- c) To forecast the consequences of fisheries removals and other anthropogenic effects, climate variability and climate change on the components of the California Current Ecosystem.
- d) Improve understanding and prediction of effects of major environmental and climate events as El Niño and climatic regime shifts on the productivity of natural resources.
- e) To advance the technologies for observing and assessing populations of marine fish, mammals, and turtles.

Article IV

Structure of the Organization

The organization shall consist of:

- (a) a Board of Governors;
- (b) and, such permanent or temporary committees and administrative structures as the Board of Governors may establish.

Article V

Functions of the Board of Governors shall be:

- (a) to set scientific policy, and establish priorities,
- (b) to establish as needed permanent or temporary committees, and administrative structures
- (c) to consider and recommend amendments to the MOU
- (d) to direct the activities of the Organization

Article VI

Composition and Procedures of the Board of Governors

1. The Board of Governors shall consist of one member from each signatory organization.
2. The Board shall be co-chaired by the Directors of the Southwest and Northwest Fisheries Science Centers of the National Marine Fisheries Service.
3. The Board of governors shall make every effort to take decisions on the basis of consensus. For purposes of this MOU, consensus means the absence of a formal objection when a majority of Board members are present.
4. If all efforts at consensus have been exhausted, and no agreement has been reached, the co-chairs will resolve the issue.
5. The Board is open to accession by other organizations presently not signatories to this memorandum of understanding.
6. Member organizations are expected to contribute to the Organization in a meaningful manner as determined by a majority of the members.
7. The total number of Board members may be fixed by resolution of the Board of Governors.
8. A meeting of the Board of Governors, for the purpose of transacting business as may properly come before the Board, shall be held at least once each year at a time fixed by resolution of the Board.

Article VII

Period Of and Parties to Agreement.

1. This MOU, and thus the establishment of the Organization shall be effective upon signatures from four participating institutions following the signatures of the Directors of the Northwest Fisheries Science Center and the Southwest Fisheries Science Center.
2. This MOU may be modified by consensus agreement of the Board of Governors through the addition of an Appendix or Annex.
3. Signatory parties may terminate their participation with six (6) months written notice to the Board of Governors.
4. The MOU shall remain in force for a period of seven (7) years following its effective date unless extended by the Board of Governors.

5. Each party will meet the commitments outlined in this MOU, subject to the availability of appropriate funds.
6. Nothing in this agreement is to be construed as interfering with the duties and responsibilities of the signatory agencies or institutions
7. Nothing in this MOU shall obligate the National Marine Fisheries Service or the Board to expend appropriations or to enter into any contract or other obligation. Projects or activities that involve the transfer of funds, services, or property between the parties to this MOU will require the execution of separate agreements or contracts, contingent upon the availability of funds as appropriated by congress. Each subsequent agreement or arrangement involving the transfer of funds, services or property between the parties to this MOU must comply with all applicable statutes and regulations, including those statutes and regulations applicable to procurement activities, and must be independently authorized by appropriate statutory authority.

Agreed to by

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