

MEMORANDUM OF UNDERSTANDING

BETWEEN OFFICES OF THE
U.S. DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

AND

OCEAN DISCOVERY LEAGUE

1. PARTIES AND PURPOSE

This non-binding Memorandum of Understanding (“MOU”) memorializes a proposed working arrangement between the NOAA Office of Ocean Exploration and the Ocean Discovery League (“ODL”), together hereafter referred to as the “Parties” or the “Party.”

NOAA Ocean Exploration is dedicated to exploring the unknown ocean, unlocking its potential through scientific discovery, technological advancements, and data delivery. By working closely with partners across public, private, and academic sectors, NOAA Ocean Exploration focuses on filling gaps in our basic understanding of the marine environment. This allows NOAA, collectively, to protect ocean health, sustainably manage the marine resources, accelerate the U.S. national economy, better understand the changing environment, and enhance appreciation of the importance of the ocean to our everyday lives.

ODL is a 501(c)3 not-for-profit organization with a mission to accelerate deep-ocean exploration by developing accessible systems to broaden the community of those who explore and understand the deep sea. ODL aims to catalyze a sea change in how and who explores the deep ocean by combining innovation in exploration, technology development, data accessibility, and capacity building.

Acknowledging the shared values of both Parties, this MOU identifies collaboration opportunities and articulates actions to achieve common goals. For the avoidance of doubt, and notwithstanding anything to the contrary contained elsewhere in this MOU, no legally binding obligations shall be created with respect to either party hereto by this MOU. Any specific activity requiring a substantial commitment of resources, whether in-kind or requiring a transfer of funds, shall be documented as detailed in Section 4 herein.

2. COLLABORATIVE ACTIVITIES

This MOU establishes a framework for cooperation and coordination between the parties to further mutual goals of improving the pace and efficiency of ocean exploration, improving workforce capabilities within the blue economy, and improving training, education, and outreach activities focused on ocean exploration. Specifically, through this MOU the Parties will:

1. Expand the network of stakeholders to improve national and global organization regarding the exploration of the ocean;
2. Develop a targeted and strategic set of deep-sea locations of mutual importance for future expeditions and initiatives to explore and characterize;
3. Develop and implement low-cost, deep-sea technologies required to increase access to ocean exploration, including, but not limited to, deep submergence systems and telepresence technologies;
4. Develop joint outreach and education opportunities and programs to broaden and diversify the community of deep ocean explorers
5. Employ a collaborative design process for technology and training initiatives to promote inclusion, accessibility, and equity in deep-sea exploration;
6. Increase NOAA and ODL capacity through training and education programs, career-building experiences, and expanded research capabilities for future and current ocean scientists, engineers, and technicians.

By signing, the Parties agree to the following:

- Cooperate in areas of mutual interest.
- Work jointly on projects of mutual interest to better explore the world's ocean.
- Cooperatively identify and set a series of joint ocean exploration goals, setting key targets for exploration milestones.
- Build a consortium of interested stakeholders from the respective stakeholder networks to achieve the exploration goals set above.
- Collaborate, share best practices, and host capacity-building projects for deep-sea scientists with underserved communities.
- Conduct outreach and education activities to bring broader awareness to ocean exploration and ocean science in general.
- Work cooperatively to identify and develop new low-cost, deep-ocean technologies that increases accessibility to ocean exploration.
- Develop innovative approaches and concepts for applying new technologies to support ocean science education and outreach activities.

Commitments and Obligations

- This MOU does not constitute a financial commitment by the Parties. Nothing in this agreement should be construed to obligate agency funds, property, or services. This agreement does not commit the Parties to enter into any contract or binding obligation or to spend funds on any particular project or purpose.
- Nothing in this MOU is intended to or will be construed to limit or affect in any way the authority or legal responsibilities of either Party.
- Nothing in this MOU obligates ODL or NOAA to take actions that would exceed their respective authorities.
- Nothing in this agreement may be construed to obligate NOAA to commit resources in advance of the availability of appropriations from Congress, nor does this agreement obligate the United States to spend funds on any particular project or purpose, even if funds are available.

3. AUTHORITY

The authorities for NOAA to enter this MOU may, subject to the terms of any implementing arrangement outlined in Section 4 herein, include:

- 15 U.S.C. Section 1525. The Departments Joint Project Authority, which provides that NOAA may enter into joint projects with non-profits, research, or public organizations on matters of mutual interest. The cost of which is equitably apportioned.
- 33 U.S.C. Section 883d, which authorizes NOAA to increase engineering and scientific knowledge by conducting developmental work for the improvements of surveying and cartographic methods instruments and equipment; and to conduct investigations and research in geophysical sciences.
- 33 U.S.C. Section 883e, which authorizes NOAA to enter into agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof, and to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including ship time and personnel expenses, which NOAA determines represents the amount of benefits derived by the Administration from the agreement.
- 33 U.S. Code § 3403 which directs NOAA to support technological innovation of the United States marine science community by promoting the development and use of new

and emerging technologies for research, communication, navigation, and data collection, such as sensors and autonomous vehicles;

- 15 U.S.C. Section 1540 which provides that the Secretary, acting through the Under Secretary of Commerce for Oceans and Atmosphere, may enter into cooperative agreements and other financial agreements with any non-profit organization to (1) aid and promote scientific and educational activities to foster public understanding of NOAA and its programs and (2) solicit private donations in support of such activities.
- The America COMPETES Act, 33 U.S.C. 893a, mandates NOAA to conduct, develop, support, promote, and coordinate formal and informal educational activities at all levels to enhance public awareness and understanding of ocean, coastal, Great Lakes, and atmospheric science and stewardship by the general public and other coastal stakeholders, including underrepresented groups in ocean and atmospheric science and policy careers.
- Public Law 111-11, 33 U.S.C. 3402 establishes a coordinated ocean exploration program within NOAA that promotes collaboration with other Federal ocean and undersea research and exploration programs. Powers and duties of the administrator (33 U.S.C. 3403) relevant to this MOA include conducting interdisciplinary voyages or other scientific activities in conjunction with other Federal agencies or academic or educational institutions to explore and survey little-known areas of the marine environment; give priority attention to deep ocean regions; conduct scientific voyages to locate, define, and document historic shipwrecks, submerged sites, and other ocean exploration activities that combine archaeology and oceanographic sciences; and enhance the technical capability of the US marine science community by promoting the development of improved oceanographic research, communication, navigation, and data collection systems, as well as underwater platforms and sensor and autonomous vehicles.

4. IMPLEMENTING OF COLLABORATIVE ACTIVITIES

Each Party may enter into appropriate implementing arrangements which, depending on the purpose of the activity, may include agreements, contracts, or financial assistance to carry out the collaborative activities described in Section 2. Implementing arrangements will, as applicable: incorporate the terms and conditions of this MOU; address specific project(s), resources, and commitments; describe in detail the scope of the services to be provided; address funding arrangements; and invoke appropriate legal and programmatic authorities.

5. TERMS AND CONDITIONS

NOAA Ocean Exploration's participation in this MOU is subject to the availability of appropriations as well as applicable NOAA and Department of Commerce policies and procedures.

6. TERM OF MOU AND AMENDMENTS

This MOU will become effective upon the date of the last signature and will remain in effect for five (5) years from the effective date, unless sooner terminated.

The Parties agree to review the terms and conditions of the MOU on an annual basis to determine whether the MOU should remain as written, extended, revised, or canceled.

The Parties may amend this MOU at any time by mutual written consent.

7. TERMINATION

This MOU may be terminated by either Party with 30 days written notice.

FOR NOAA OFFICE OF OCEANIC AND ATMOSPHERIC RESEARCH

Name David Holst, Chief Financial/Administrative Officer Date

FOR OCEAN DISCOVERY LEAGUE

Name Date