Memorandum of Agreement to Establish the Caribbean Regional Association (CaRA) for the Caribbean Integrated Coastal Ocean Observing System (CarICOOS)

As amended 04/12/2013

Section I. Parties
This Memorandum of Agreement ("MOA") is entered into by the signatories and any other entities that may become signatories to this agreement in the future (hereinafter referred to as the “Parties”, or singular, “Party”).

Section II. Introduction to CaRA and CarICOOS
This MOA establishes the Caribbean Regional Association (CaRA) for the Caribbean Integrated Coastal Ocean Observing System (CarICOOS). The geographical area covered by CaRA and CarICOOS consists of the Caribbean region that encompasses the coastal zone and waters of the U.S. Exclusive Economic Zones of Puerto Rico, the US Virgin Islands and Navassa and related ecosystems. The coastal zone extends inland to the end of tidal effects in estuaries and rivers.
Through this MOA, the Parties intend to cooperatively accomplish, on a voluntary basis, their common mission and enhance broad user access to ocean knowledge, data, tools, and products.
CaRA
CaRA is interested in providing integrated, remotely sensed and *in situ* information about the affected Caribbean region in real or near real time for use by educators, researchers, managers, planners, federal and local government agencies and industry, leading to:

- Detecting and forecasting oceanic components of climate variability;
- Facilitating safe and efficient marine operations;
- Ensuring national security;
- Managing resources for sustainable use;
- Preserving and restoring healthy marine ecosystems;
- Predicting and mitigating against coastal hazards; and
- Ensuring public health

CaRA will be also engaged in the implementation of numeric coastal modeling requirements for CarlCOOS as determined by CaRA’s directives. In all respects, CaRA will work closely with the National Oceanic and Atmospheric Administration and other federal and state agencies to coordinate ocean observing activities and efforts.

**CarlCOOS**
CarlCOOS, a Regional Coastal Ocean Observing System, is a component of the national network of integrated coastal ocean observing systems. **CarlCOOS** is established for the development, operation, and improvement of an ocean observing system in the U.S. Exclusive Economic Zone in the Caribbean Sea. This system will provide data, information and products on marine and estuarine systems necessary to the users in a common manner and according to sound scientific practice. It is intended to serve the needs of users with measurements and data transmission, data management and communications, data analysis and modeling, and will include the infrastructure and expertise required for this system. CaRA will be responsible for establishing and managing this system,
integrating it into national and global ocean observing systems and for coordinating its CarICOOS activities with those of other regions.

Section III. Membership.
The Parties to this MOA consist of those institutions or individuals who are interested in promoting or are actively engaged in some aspect of coastal ocean observing in the coastal region, waters and related ecosystems of the U.S. Exclusive Economic Zones in the Caribbean, or are principal end-users of data, products, and services from coastal ocean observing system elements in this area. Parties may include, but are not limited to, state agencies, local government agencies, federal agencies, private industry, academic and/or research institutions or individual researchers therefrom, port or harbor authorities, non-governmental organizations, or other entities with these characteristics. No dues will be collected from Members though voluntary donations will be accepted.

A voting Party is a CaRA Party who (1) represents a signatory organization and/or (2) provides assistance to CaRA, either through funding or in-kind services or contributions to CaRA, as may be determined by the Council. For these purposes, a signatory organization could be an entity that coordinates and carries out academic, governmental, or non-governmental activities.

Section IV. Functioning Bodies.
The following bodies are established by this MOA:

1. CaRA Stakeholder Council.
The Stakeholder Council will be composed of representatives from federal, state, and local agencies, academic and research institutions, private entities, non-governmental organizations and individuals that become Parties to this Agreement, voluntarily agree to provide personnel or resources to CaRA or due to their particular expertise, professional background or responsibilities are selected to become a member of the Stakeholder Council.

The Council will be composed of no more than 15 individuals elected by the signatory Parties. Council members shall serve two year terms and can stand for
re-election to the Council. The Stakeholder Council will provide policy guidance, ensure sustained support by the Parties, and approve implementing documents, including fiscal plans. Decisions shall be by consensus, or if no consensus exists, by majority vote of those members present. The Stakeholder Council will provide advice on policies, identify potential new audiences for data and products, provide input to improve data and products, assist and advise on ways to support CaRA, and suggest improvements in disseminating data and products to users and decision makers. They will advise on other matters as may be requested by the CaRA Executive Director and Committees.

**Chair:**
The Council shall elect a Chair when CaRA is activated. The initial Chair shall serve until the third Council meeting following activation of the CaRA; thereafter, the Chair shall serve for a two-year term.

**Meetings:**
The Council will meet at least once per year. The meeting will be held in conjunction with the meeting of MOA Signatory Parties. At this meeting, elections will be held and priorities for the allocation of resources received by CaRA will be determined. Newly elected Council members will begin serving upon their election. Notice of any regular or special meetings of the Council shall be given at least ten days prior to the meeting by email or written notice delivered personally or mailed to each Council member at such Council member's address.

**Resignations:**
Any member may resign at any time by giving written notice to the president of the Stakeholder Council. The resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary for it to become effective.

**Removal from Office:**
Any Council member may be removed at a meeting of the Parties called expressly for such purpose, provided that a statement of such proposed action is
contained in the Notice of Meeting. A majority of the Parties present constitute the quorum required for the purpose of this section.

A two-thirds majority of the Parties present and voting shall be sufficient to remove any or all Council members, with or without cause.

**Vacancies:**

Vacancies occurring in the Stakeholder Council will be filled by election at the General Assembly.

(2) **Executive Committee.**

The Council shall elect annually four members of an Executive Committee that shall consist of 5 members lead by the Chair. The Executive Committee shall provide leadership direction. One task for the Executive Committee is to examine what form of governance structure would be most appropriate in the future as applied to the existing and expected participants and needs of CaRA and to make recommendations to the Stakeholder Council, if needed. As part of its consideration of the governance structure, the Council may consider qualifications of voting Parties.

(3) **CaRA Office.**

The CaRA Office will function as the official day-to-day representative of CaRA and CarICOOS. The CaRA Office will have ongoing responsibility for coordination and tracking of the activities of CaRA and for coordination of development activities of the CarICOOS. It initially will consist of the CaRA Executive Director with overall responsibility for CaRA Office duties, and a administrative/support staff, as appropriate, including IT support. The CaRA Office will manage the daily CarICOOS data operations and linkages between users and providers. The CaRA Offices in Puerto Rico will initially be housed and supported by UPRM, who will have a leading role in the management of CaRA activities. Such office will be located at the Magueyes Island facility of the UPRM Department of Marine Sciences in La Parguera, Lajas, Puerto Rico. The University of the Virgin Islands will also have a leading role in CaRA and, as such, will house and support the CaRA Virgin Islands Coordinator’s office.
(4) **CaRA Executive Director**
Reports to the Stakeholder Council for the performance of duties and functions as the CaRA Operations Officer. Initially, the CaRA Executive Director will be the Principal Investigator of the NOAA-UPRM-UVI CaRA project, and shall serve until the third annual Council meeting following activation of the CaRA; thereafter, the Executive Director shall serve for a two-year term. Subsequent Executive Directors will be selected by majority vote of the Stakeholder Council from a slate of qualified applicants assembled by the Executive Committee and the Membership and Nominations Committee.

(5) **CaRA US Virgin Islands Coordinators.**
The Stakeholders Council shall appoint two US Virgin Islands Coordinators, an Observing Systems Coordinator and an Outreach Coordinator. The Coordinators will be selected by majority vote from a slate of qualified applicants, resident in the US Virgin Islands, assembled by the Executive Committee and the Membership and Nominations Committee. The US Virgin Island Coordinators shall serve for two-year terms and may be nominated for re-appointment. CaRA US Virgin Islands Coordinators shall report to the CaRA Executive Director and to the Stakeholder Council for the performance of duties and functions.

(6) **CaRA Membership and Nominations Committee.**
Reporting to the Stakeholder Council for the performance of their duties, the Membership and Nominations Committee shall consist of 3 to 5 members selected by the Executive Committee of the Stakeholder Council. The Membership and Nominations Committee will be responsible for elections and for fostering and developing membership. It will organize the slate of nominees for chairperson and other members of the Stakeholder Council. It will strive to continually develop and expand the membership, including development of new stakeholders. It will organize and support the Stakeholder Council. An interim Membership and Nominations Committee consisting of Israel Matos, Julio Morell, Jorge Corredor and Roy Watlington will organize and conduct the election of the initial Stakeholder Council who will function as such until the Executive
Committee of the Stakeholder Council replace them and/or select other members to form part of and integrate such Committee.

(7) **Representatives to the IOOS Association:**
The Stakeholders Council shall appoint two of its members as representatives to the IOOS Association for two year terms.

(8) **Other CaRA Standing Committees:**
The CaRA Stakeholder Council can appoint, with the advice of the Executive Director, members to the various committees that should be organized to serve the purposes of CaRA. At least one member of the Stakeholder Council shall serve as a member of the Committees. The Chair of the Committees will be selected members of the Committee and will work with the Executive Director to closely integrate the functions and activities work of the committees.

The following standing committees shall be also organized:

**CaRA Education and Outreach Committee**
The CaRA Education and Outreach Committee (EOC) is the primary body to provide guidance and assistance to CaRA in matters of education, outreach and public awareness.

**CaRA Data Management and Communications Committee (DMAC)**
The DMAC Committee will oversee development of the data management and communications component of CarICOOS and ensure its alignment with the IOOS DMAC Plan.

**CaRA Observing Systems Committee**
The Observing Systems Committee will be established to aid in the technical and scientific development of CarICOOS observations. The Committee will be responsible for the development of standards, QA/QC procedures, consideration of and recommendations on technology improvements necessary to meet present and future user needs, and development of requirements for scientific research and pilot projects. The Committee will be composed of experts in the various fields of ocean observing.

**CaRA Products and Services Committee**
The Products and Services Committee will be responsible for identifying the products and services necessary to meet the requirements of the CarICOOS user community. The Committee will define the initial user input and feedback processes and develop the products and distribution mechanisms.

Section V. Associates.
Other organizations or individuals meeting the same criteria as the MOU Parties, but not necessarily providing services or contributions, such as in the case of certain Not–for–Profit organizations, researchers, investigators and/or students, may become signatories to the MOA as “Associates”. Associates are non-voting signatories but may participate in the CaRA activities, attend meetings of the Stakeholder Council and participate as non-voting members of the Council, and be nominated as voting members to the CaRA Committees, but not to the Stakeholder Council or the Membership Committee.

Section VI. Fiscal Policy.
The Executive Director will propose, for the approval of the Stakeholder Council, a fiscal policy for CaRA. The Council will approve and publish the Business Plan containing both the annual and projected budgets and authorized expenditure plans. The committees will develop and advise on fiscal and policy plans. The CaRA Offices will support preparation of such plans and associated budgets and will facilitate their dissemination to the MOU members. The members will review and comment on the plans and budgets. The Council will provide the final approvals.

Section VII. Fiscal Structure.
Until such time as this agreement is modified, CaRA will not have fiduciary authority. Accordingly, CaRA will utilize existing institutional structures having such authority (termed herein the “Fiscal Agents”), such as the University of Puerto Rico, Mayagüez Campus, and the University of the Virgin Islands, through which CaRA will apply for grants and implement grant proposals. These Fiscal Agents may also accept any other funds from CaRA parties or any other interested private or public entity or individuals. The Fiscal Agent(s) shall, with
the CaRA Treasurer, account for money due and payable to CaRA, and in general perform or cause to be performed all duties incident to a financial agent. Through the Fiscal Agent(s), CaRA will receive and distribute CarICOOS-related funding and other resources from federal, state, other public agencies, foundation sources, corporations, and private donors, according to the CaRA identified priorities. Funds contributed directly from CaRA Parties for the overall coordination and administration of CaRA will not be used for other purposes.

Any CaRA member can procure Federal or State funds to advance the purposes of CaRA However, in order for CaRA to recognize these as CarICOOS activities, the proposals must be reviewed and approved by the Council or the appropriate Committee. These funding procurements would be processed through the administrative apparatus of the applicable Fiscal Agent.

**Section VIII. Annual Business Plan.**
An Annual Business Plan will be developed and approved by the Stakeholder Council with inputs from the CaRA Committees. The Annual Business Plan will set out strategic and fiscal goals for each year and for the 4-year planning cycle of Ocean.US and IOOS. It will identify the goals and objectives of CaRA and CarICOOS and describe the needs, benefits, product development and marketing for the next year. The Annual Business Plan will present plans for obtaining, increasing, sustaining, and diversifying revenues for the system design, implementation, operation, and improvement of the CarICOOS.

**Section IX. Fiscal Sponsorship**
CaRA will secure fiscal sponsorship from appropriate entities to enable CaRA to apply for grants and contracts, implement funded grants and contracts, and, in general, accept the overall coordination of funds among CaRA Parties as required. The terms and conditions of the fiscal sponsorship will be detailed in a separate document drafted between each fiscal sponsor and CaRA. The fiscal sponsor(s) must have the ability to enter into enforceable contracts. The CaRA is authorized to collect non-federal, non-state funds from Parties to the MOA and other entities to support efforts for the CarICOOS development.
Funds from state and federal Parties will be kept separate from funds from other Parties and will not be spent on any activities that conflict with their agencies’ or Fiscal Agent’s policies or guidelines. Funds contributed directly from Parties for the overall coordination and administration of CaRA and CarICOOS will not be used for other purposes.

**Section X. Conflicts of Interest**
Members of the Stakeholder Council and other serving members of CaRA will use due diligence to avoid conflict of interest or the perception of conflict of interest in conducting their CaRA activities.

**Section XI. Compensation**
Nothing in this agreement precludes any CaRA officer, or holder of any position in the CaRA administrative structure herein created, from receiving compensation for their work as investigators, researchers, or for any services rendered to the institution.

**Section XIII. Intellectual Property.**
In general terms, the parties intend that ownership of intellectual property, patent rights and copyright ownership shall be allocated and vested pursuant to the rules and guidelines adopted by the applicable grantor or fiscal sponsor entity.

**Section XIV. Equipment ownership.**
Upon acquisition, title to equipment and materials purchased with grant funds shall vest pursuant to the rules and approved issued by the applicable grantor or fiscal sponsor entity.

**Section XV. General provisions**
1. Effective date. This MOA becomes effective upon the date of the signature of the first 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 six months formal written notice to the other Parties. Any Associate to this MOA may withdraw without obligation upon a formal written notice to the Chair of the Stakeholder Council.
3. Termination. This MOA shall remain in effect until it is terminated by mutual 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 written agreement of a majority of the voting Parties.

7. Antideficiency. Nothing in this MOA shall be construed as obligating any of the Parties, their agents or employees, to expend funds in excess of that authorized by law.

8. Dispute Resolution. Any situation of potential or real disputes among the MOA members related to the activities performed by CaRA under this MOU will be resolved through Dispute Resolution mechanisms selected by the affected or disputing parties.

9. Effect. This MOA is intended to express the good faith plans and general intentions of the Parties and Associates, but does not create any legally enforceable obligations.

10. Notice. Any notice, request, order, or communication to the Parties or Associates pursuant to this MOA shall be in writing to each Party or Associate at the address that follows:

CaRA, Department of Marine Sciences, University of Puerto Rico, Mayagüez Campus, Magueyes Island, La Parguera, Lajas, Puerto Rico, or to PO Box 3446, Lajas, PR 00667-3446, or to such other addresses as any Party or Associate may designate in writing.