

MEMORANDUM OF UNDERSTANDING
BETWEEN OFFICES OF THE
U.S. DEPARTMENT OF COMMERCE

NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION

OCEANIC AND ATMOSPHERIC RESEARCH

AND

DEFENSE POW/MIA ACCOUNTING AGENCY

Agreement: 24-022001

A. PARTICIPANTS AND PURPOSE

This non-binding Memorandum of Understanding (“MOU”) memorializes a proposed new working arrangement between the **National Oceanic and Atmospheric Administration (“NOAA”)** and **Defense POW/MIA Accounting Agency (“DPAA”)**. Nothing in this MOU is intended to affect any other arrangements between the participants, except as otherwise specifically noted herein.

NOAA is a science-based federal agency within the Department of Commerce with regulatory, operational, and information service responsibilities with a presence in every U.S. state and territory. Through its long-standing mission of science, service, and stewardship, NOAA generates tremendous value for the Nation — and the world — by advancing our understanding of and ability to anticipate changes in the Earth's environment, by improving society's ability to make scientifically informed decisions, and by conserving and managing ocean, coastal, and Great Lakes’ resources.

DPAA is the U.S. Government agency responsible for locating, recovering, and identifying the remains of unaccounted-for U.S. Department of Defense (DoD) personnel from designated past conflicts. DPAA’s mission involves historical research, archaeology, forensic anthropology, laboratory analyses, and other related activities.

Acknowledging the shared values of both organizations, this MOU is designed to identify opportunities for collaboration and articulate 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 participant 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 5.

B. COLLABORATIVE ACTIVITIES

The participants therefore intend to:

- a. Provide each other with relevant updates and meet at least annually to share objectives, plans, and needs for both the current year and the following five-year period. In sharing these objectives and plans, the participants will endeavor to provide mutual assistance within their respective abilities to do so.
- b. Share data and scientific information resulting from cruises, expeditions, and campaigns to the best extent practicable. In the event of joint expeditions, the participants will agree upon the sharing of data, and the sharing of imagery in accordance with the best interests of the participants. Data and scientific measurements are distinguishable from photo and film records of the expedition, and each participant will comply with its respective procedures including any required documentation for sharing information.

- c. NOAA may provide, as practicable, access to subject matter experts, vessels and other equipment, technology expeditions, and mission results, as well as shoreside facilities and programs throughout the mission portfolios of oceans, weather, climate, and coastal science, and mission programs such as but not limited to the Ocean Exploration, Ocean Acidification, Ocean Observing, National Marine Sanctuaries Program, Sea Grant, Coastal Zone Management, Estuarine Research Reserves, Climate, Satellite, and other programs.
- d. DPAA may provide, as practicable, access to vessels, technology and other equipment for NOAA and related or sponsored scientists, for participation in expeditions.
- e. NOAA and DPAA may undertake joint expeditions, exchange personnel, and conduct engagements of personnel to share methods of operation related to the missions.
- f. NOAA will advance the public understanding of the DPAA mission and partnership, as DPAA will advance the public understanding of the NOAA mission and partnership in all cases of joint projects, and as practicable in general.
- g. Where appropriate and following a mutually agreed upon approval process, engage in cross promotion of their activities across various media platforms.
- h. Designate key points of contact and establish their own reporting mechanisms to ensure the relationship is professionally managed and mutually beneficial.

C. SENSITIVE INFORMATION

Neither DPAA nor NOAA intends to publish or present professional and scholarly works related to activities under this MOU without prior coordination and the express written consent of the other participant so that case-sensitive and other non-public information is not inadvertently disclosed.

DPAA may provide information necessary for the planning and execution of projects and other work relating to this MOU, and NOAA, to the maximum extent permitted by law, plans to protect such information as deemed appropriate by DPAA, and not to release such information, in any form, to any third party without the express written consent of DPAA. Any information provided in accordance with this MOU is intended to be used only by NOAA and only for the purpose for which it has been provided. In addition, only DPAA is to:

- a. Issue, or permit to be issued, any statements or information to media, including social media platforms, involving work pursuant to this MOU, that identifies or may identify any particular unaccounted-for DoD personnel; and
- b. Communicate with family members of unaccounted-for DoD personnel about activities related to this MOU.

D. AUTHORITY

The authorities for NOAA to enter this MOU and conduct these activities are:

- a. 33 U.S.C. 883d, which authorizes NOAA to conduct investigations and research in geophysical sciences.
- b. 33 U.S.C. Section 883e, which authorizes NOAA to enter into agreements with any public or private organization and to establish the terms of any agreement entered under this section.

The authorities for DPAA to enter this MOU and conduct these activities are:

- a. 10 U.S.C. Section 1501 and DoD Directive 5110.10, "Defense POW/MIA Accounting Agency (DPAA)," January 13, 2017, which establish DPAA as the single organization within the DoD to have responsibility for Department matters relating to missing persons from designated past conflicts, including acting as the primary point of contact with other federal departments and agencies.
- b. DoD Instruction 4000.19, "Support Agreements," December 16, 2020, which authorizes the DPAA Director to delegate the authority to enter into support agreements.

E. FUNDING

The participants intend that each is responsible for funding its respective activities under this MOU, unless otherwise required by law (e.g., The Economy Act) or agreed to in writing by the signatories prior to the obligation of any funds. NOAA and DPAA may enter 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 above, and as set forth in Section 6 below, and subject to applicable laws, regulations, and implementing policies and procedures of the participants.

F. IMPLEMENTING OF COLLABORATIVE ACTIVITIES

The participants intend that each activity undertaken under this MOU will be set forth in a Project Partnership Arrangement or other similar arrangement, and that each arrangement will do the following: incorporate the terms and conditions of this MOU; address specific project(s) and resources; describe in detail the scope of the services to be provided, including specific deliverables (i.e., goods and/or services), delivery schedules, unit cost for deliverables; identify individual project managers; and provide other information, as appropriate, to describe clearly the requested goods or services; address funding arrangements; and invoke the appropriate legal and programmatic authorities of the participants.

The participants intend that each Project Partnership Arrangement will normally be documented in a Support Agreement, and subject to all applicable statutory, regulatory, and other legal and administrative clearance requirements of the participants.

The participants intend that each arrangement will have its own withdrawal provision, which will be prior to the end of the period of effectiveness of this MOU.

G. TERMS AND CONDITIONS

The participants intend that the responsibilities of the participants under this MOU and any Project Partnership Arrangements entered under this MOU are subject to the availability of appropriated funds and other resources, as well as applicable policies and procedures.

H. POINTS OF CONTACT

The primary point of contact (POC) for MOU-related communications for DPAA is the DPAA's Partnerships and Innovations Directorate; the POC for MOU-related communications for NOAA is Oceanic and Atmospheric Research (OAR) / NOAA Ocean Exploration (OER).

OAR/OER

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NOAA/OER

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DPAA

Kenneth Humphrey
Partnership Development

DPAA/Partnerships and Innovations
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Email: kenneth.f.humphrey.civ@mail.mil

I. TERM OF MOU AND AMENDMENTS

This MOU will become effective on the date signed by both participants. Unless sooner terminated, this MOU will terminate five years from the effective date hereof. This MOU will be reviewed and validated by both participants at the mid-point of the arrangement.

This MOU may not be modified, changed, extended or otherwise amended except pursuant to a written agreement signed by the participants hereto.

J. TERMINATION

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


K. APPROVAL

ACCEPTED AND APPROVED FOR THE
DEFENSE POW/MIA ACCOUNTING
AGENCY

ACCEPTED AND APPROVED FOR THE
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND
ATMOSPHERIC ADMINISTRATION
OCEANIC AND ATMOSPHERIC
RESEARCH

SUMPTER
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BY: _____
FERN SUMPTER WINBUSH
PRINCIPAL DEPUTY DIRECTOR,
DPAA

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BY:  _____
STEVEN THUR, PH.D.
ASSISTANT ADMINISTRATOR

Date: _____

Date: April 16, 2024 _____