ARRANGEMENT
BETWEEN

THE NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
OF THE
UNITED STATES OF AMERICA

AND

THE AUSTRALIAN INSTITUTE OF MARINE SCIENCE
AND
THE GREAT BARRIER REEF MARINE PARK AUTHORITY
BOTH OF THE COMMONWEALTH OF AUSTRALIA

REGARDING SCIENTIFIC AND TECHNICAL COOPERATION
IN THE AREA OF CORAL REEFS

The National Oceanic and Atmospheric Administration (NOAA) of the United States of America, of the one part, and the Australian Institute of Marine Science (AIMS) and the Great Barrier Reef Marine Park Authority (GBRMPA), both of the Commonwealth of Australia, of the part, (hereinafter referred to as the "Participants"),

Noting the importance of scientific and technical cooperation among them to promote greater understanding of coral reefs using remote sensing and *in situ* monitoring techniques;

Recognizing the unique and complementary skills within the organizations and the need to cooperate in order to undertake this work;

Seeking to promote a closer working relationship to address these environmental issues of common concern;

Affirming that dissemination of the results of this cooperation is important for furthering the understanding of global coral reefs and their ecosystems;

Declaring their mutual interest in conducting these collaborative activities; and

Recognizing that the proposed cooperative work could not be undertaken at all or as effectively without the involvement of the Participants.

Have arrived at the following understandings in accordance with the laws and regulations of each country:

Paragraph 1

Purpose of Arrangement

1. The purpose of this Arrangement is to jointly pursue scientific and technical cooperation in the area of coral reef research, monitoring, and protection that further the mutual interests of the Participants.

2. This Arrangement provides a framework for the exchange of scientific resources, personnel, technical data and information and scientific knowledge among the Participants. The aim of this cooperation is to contribute to the development, improvement, and advancement of coral reef conservation in the United States of America, the Commonwealth of Australia, and the global coral reef community.

3. Each Participant may, with the consent of the other Participants, and to the extent consistent with the laws and policies of each country and other bilateral arrangements, invite other governmental, academic, or private entities of the United States of America and the Commonwealth of Australia and the to participate in cooperative activities undertaken pursuant to this Arrangement.

Paragraph 2

Scope of Cooperative Activities

1. Cooperative activities are specific activities and projects administered by the Participants and other cooperating entities. Activities may include, but are not limited to, such areas as:

   a. activities that support collaborative and mutual exchange of scientific and technical knowledge and ideas, and research regarding coral reefs and their ecosystems;

   b. activities that support the improvement of coral reef protection and conservation;

   c. activities that involve analytic and scientific work based on *in-situ* and satellite data from NOAA Polar-orbiting Operational Environmental Satellite, Orbital Systems' SeaWiFS, U.S. Air Force Defense Meteorological Satellite Program, and other satellite systems appropriate for coral reef activities, in particular for coral bleaching;

   d. activities that seek to validate and calibrate satellite algorithms for coral bleaching activities;

e. activities that seek to develop near-real time marine environmental (including coral bleaching) alerts;

f. activities that determine the feasibility and usefulness of satellite, oceanographic, and meteorological data for enhancing prediction of bleaching events;

g. activities that seek to refine satellite-derived and *in-situ* thermal sensitivity and thresholds of corals to prolonged periods of exposure to unusually warm water;

h. activities that disseminate the major findings of the work describing the relationship between coral health, meteorological and/or oceanographic anomalies, and environmental events, such as global climate change;

i. activities that support regional and international cooperation as identified in international initiatives in which the Participants participate, such as the International Coral Reef Initiative and the Global Coral Reef Monitoring Network.

j. the conduct of appropriate meetings, workshops, and conferences for the mutual exchange of scientific and technical knowledge and ideas;

k. any other activities as mutually determined by the Participants.

Paragraph 3

Roles of the Participants

1. The Participants intend to coordinate in the planning of activities with each other and other interested organizations, as appropriate and mutually agreed to, as provided for in Paragraph 2. The Participants plan to:

a. designate specified personnel ("the Specified Personnel") who will be responsible for the management and coordination of programmatic and technical aspects of the cooperative activities;

b. provide staff, facilities, and other resources and support as necessary to carry out this Arrangement, subject to the availability of funds and personnel in accordance with the laws and regulations of each country;

c. develop mutually acceptable coordination and progress reporting procedures through the Specified Personnel;

d. develop written Project Agreements among relevant Participants which will be related to this Arrangement ("Project Agreements"). Any Project Agreements would cover the specific activities (including tasks and schedules), staff, facilities, available funding and other resources and support as necessary, roles, and conditions connected therewith to carry out these activities;

e. prepare organizational annual reports which will document the results of the cooperative activities. These reports may be used to develop future activities;

f. communicate with one another regarding activities that may affect the work being conducted under the auspices of this Arrangement; and

g. provide reasonable support to facilitate entry to and exit from each country of origin in respect of personnel engaged, and materials and equipment to be used in any projects and cooperative activities undertaken pursuant to this Arrangement and any Project Agreements.

2. Cooperative activities, including transfers of funds, between the relevant Participants (excluding meetings and conferences) may be undertaken only after they are incorporated in Project Agreements. Such activities should comply with specific conditions as mutually agreed to, including fiscal and procurement laws and regulations of their respective countries.

3. Each Participant is responsible for obtaining the necessary staff, facilities and other support necessary for implementing its responsibilities under this Arrangement and any Project Agreements, unless otherwise explicitly agreed upon by the Participants in writing.

4. This Arrangement is not to be construed as requiring Participants to obligate any particular expenditures, or to commit resources or personnel.

5. To the extent permitted by their respective legal authorities, the Participants expect to coordinate to identify funding to carry out any activities and projects of mutual interest.

6. The Participants note that the work to be undertaken under this Arrangement is in the nature of research and development.

7. Each of the Participants is responsible for the safety of their own property and employees involved in the work contemplated by, or undertaken pursuant to, this Arrangement.

8. This Arrangement does not create binding legal obligations, but the Participants should endeavour to complete the activities contemplated under this Arrangement. The Participants contemplate that the Project Agreements will create binding legal obligations.

Paragraph 4

Use of Information and Disclaimer

1. The Participants share the view that:

a. the scientific and technical information of a non-proprietary nature derived from the cooperative activities under this Arrangement may be made available to the global scientific community through customary channels and in accordance with normal practice by the Participants;

b. the widest possible dissemination of information provided, exchanged, or developed under this Arrangement, and information and data products are subject to the need to protect pre-existing proprietary information, and patent and copyright restrictions;

c. they should cooperatively develop periodic project updates that will be shared with their respective governments, non-governmental organizations and the public, while mutually respecting areas of sensitivity;

d. they should disclose to each other as soon as practicable after the information comes to hand all information related to and developed out of the cooperative activities;

e. they consult and provide an opportunity to comment on documents through the Specified Personnel prior to giving presentations, submitting publications, or making public statements, including internet postings, media announcements or press releases, relating to the activities undertaken under this Arrangement; and

f. this Arrangement will not prevent, restrict or hinder the Participants in pursuing existing agreements with other partners who are not Participants to this Arrangement.

2. The application or use of information exchanged or transferred between the Participants under this Arrangement is the responsibility of the receiving Participant, with no guarantee by the supplier of the information as to the suitability or otherwise of the information for any particular application.

3. Information developed by the Participants is advisory in nature and should not be relied upon for protecting life or property. The Participants do not warrant the suitability for any purpose of data, and should not be considered liable for any damage or injury brought about by the use of the data.

Paragraph 5

Duration of the Arrangement

1. This Arrangement becomes operative upon signature by the Participants and activities under the Arrangement are expected to continue for a term of five (5) years. Participation in this Arrangement may be ended by a Participant by providing ninety (90) days notice in writing to the other Participants ("Notice of Termination").

2. If a Participant is ending its cooperation under the Arrangement, the Participants may consult and decide how any project or work underway as of that date may be completed. In the event the activity or project to be terminated is based on transfers-of-funds, the Participants should consult to determine the appropriate arrangement for terminating the work in a cost-effective and equitable manner.

Virginia Chadwick
Chair
Great Barrier Reef Marine Park Authority

Peter Isdale
Acting Director
Australian Institute of Marine Science

12th February 2001
Townsville Aust.
Date and Place

2 Feb, 2001, Townsville Aust
Date and Place

Scott B. Gudes
Acting Under Secretary for Oceans and Atmosphere/Administrator and
Deputy Under Secretary
National Oceanic and Atmospheric Administration
U.S. Department of Commerce

Jun. 30, 2001 / Washington D.C., USA
Date and Place