

MEMORANDUM OF AGREEMENT

BETWEEN

**UNITED STATES OF AMERICA
U.S. DEPARTMENT OF COMMERCE
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION
NATIONAL OCEAN SERVICE**

AND

**REPUBLIC OF ITALY
MINISTRY FOR THE ENVIRONMENT AND TERRITORY
NATURE PROTECTION DIRECTORATE**

ON

**COOPERATION IN THE PROTECTION AND MANAGEMENT
OF MARINE PROTECTED AREAS**

**NOS Agreement Code: MOA-2005-015/6914
DPN Agreement Code:**

I. PARTIES AND PURPOSE

- A. This Memorandum of Agreement (Agreement) is between the U.S. Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), National Marine Sanctuary Program (NMSP) and the Italian Ministry for the Environment and Territory, Directorate for the Protection of the Nature (DPN) (Parties).
- B. The Agreement is to establish a partnership between the NMSP and the DPN for the development, promotion, and support of activities concerning the conservation, stewardship, and management of the marine protected areas overseen by the Parties.
- C. The Parties do not intend this Agreement to be a legally binding “international agreement” as defined in the Case-Zablocki Act. Their intent is solely to foster cooperation on activities of mutual interest. To the extent any provisions in this Agreement are considered to be obligations, the Parties do not intend them to be subject to international law.

II. BACKGROUND

- A. The NMSP is the only Federal program created solely to establish, protect, and manage marine protected areas in the United States. The NMSP’s primary mandate is the protection of the resources of each sanctuary. The system of sanctuaries represents many of the diverse and productive marine habitats in U.S. ocean and Great Lakes waters. The NMSP protects coral reef systems in the Atlantic, Pacific, and Gulf of Mexico; kelp forests and temperate marine habitat off both coasts; and historic shipwrecks and submerged historical sites throughout the system. Today there are 13 national marine sanctuaries found in the coastal and offshore waters off the continental U.S., Hawaii, and American Samoa. These sites range in size from the one-quarter square mile sanctuary in American Samoa to the 5,300-square mile Monterey Bay National Marine Sanctuary off central California. The NMSP also administers the Northwestern Hawaiian Islands Coral Reef Ecosystem Reserve, which is under consideration for sanctuary status.
- B. The DPN is responsible for protecting terrestrial and marine parks and conservation areas. Italy has designated 23 marine protected areas off its coastline and islands, including 20 areas concentrating on protecting coastal ecosystems and submerged cultural resources, 2 submarine parks exclusively for submerged cultural resources, and 1 large tri-national “sanctuary” for the protection of marine mammals. Italian law envisions a total of 50 marine protected areas in Italian waters, and there are many sites in various stages of consideration for designation. The DPN concentrates on protecting the natural resources and experiences within the marine protected areas while also facilitating and supporting sustainable development and use of coastal resources adjacent to and within protected areas.

III. AUTHORITIES

- A. The legal and programmatic authority for NMSP to enter into this Agreement is the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1431 *et seq.*, which includes

the purposes to develop and implement coordinated plans for the protection and management of these areas with appropriate international organizations and other public and private interests concerned with continuing the health and resilience of these marine areas, and to cooperate with global programs encouraging the conservation of marine resources; and specifically 16 U.S.C. 1435(c), which allows the Secretary, in consultation with the Secretary of State and other appropriate Federal agencies, to cooperate with other governments and international organizations in the furtherance of the purposes and policies of this Act and consistent with applicable regional and multilateral arrangements for the protection and management of special marine areas.

- B. The programmatic authority for DPN to enter into this Agreement is Law No. 349, July 8, 1986, "Institution of the Ministry of Environment and the Laws Relative to Environmental Damage," which allows the Ministry to take whatever steps are necessary, including participating in research initiatives and working internationally, to protect natural resources of the ocean and marine coastline in Italy.

IV. TERMS AND CONDITIONS

- A. The Parties will work together in the following areas:
1. Identify appropriate mechanisms to exchange information, scientific data, and practical experiences about marine protected areas. This may include the development of "sister sanctuaries" (e.g., the development of an individual ongoing relationship between one national marine sanctuary and one marine protected area in Italy, with common resources and/or issues) and others as appropriate;
 2. Share experiences in:
 - a. Locally applying programs to promote sustainable use of resources, including sustainable ecotourism, within and adjacent to existing marine protected areas;
 - b. Defining management methodologies for natural and cultural resource protection within existing marine protected areas;
 - c. Evaluating management strategies for marine protected areas;
 - d. Promoting environmental education programs at a local, regional, and national level;
 - e. Developing and coordinating research and monitoring programs for marine protected areas;
 - f. Using geographic information systems, remote sensing systems, and ocean observatories to manage existing marine protected areas;
 - g. Applying integrated coastal zone management to protect and manage existing marine protected areas.

V. FUNDING ARRANGEMENTS

- A. Activities in this Agreement will be conducted subject to the availability of funds.
- B. Each Party shall cover the costs associated with any travel or other activities for its own staff.
- C. This Agreement defines in general terms the basis on which the Parties will cooperate, and as such, does not constitute a fiscal or funds obligation document. Any activities involving reimbursement or contribution of funds between the Parties to this Agreement will be handled in accordance with applicable laws, regulations, and procedures and subject to the availability of appropriated funds. Transfers of funding may be made as necessary and appropriate under a Support Agreement to this Agreement. Each Support Agreement will reference this Agreement and include the information provided in Attachment 1.

VI. CONTACTS

- A. The points of contact for this Agreement are:
 1. NMSP
Daniel J. Basta
Director, National Marine Sanctuary Program
National Oceanic and Atmospheric Administration
1305 East West Highway, N/ORM6
Silver Spring, Maryland USA 20910
301-713-3125x110 phone; 301-713-0404 fax
Dan.Basta@noaa.gov
 2. DPN
Dr. Aldo Cosentino
Director General, Nature Protection Directorate
Ministry for the Environment and Territory
Via Capitan Bavastro, 174
00154 Roma Italy
06 57228709, phone; 06 57228707, fax
dpn-dg@minambiente.it
- B. The Parties agree that if there is a change to the information in this section, the Party making the change will notify the other Party in writing of such change.

VII. DURATION OF AGREEMENT, AMENDMENTS, OR TERMINATION

- A. This Agreement shall become effective after signature by both Parties, and shall expire after a period of five years, unless terminated by mutual consent, one Party's written notice six months in advance, or completion of the terms and conditions of the Agreement.

- B. The Agreement may be amended at any time within the scope of this Agreement, extended or renewed at any time through written mutual consent of the Parties.
- C. The Parties will review this Agreement once every three years to determine whether it should be revised or canceled.

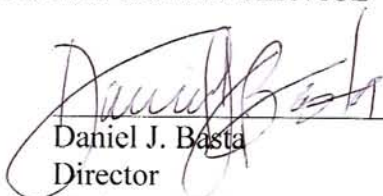
VIII. OTHER PROVISIONS

If the Parties disagree over how to interpret this Agreement, they shall present their differences to each other in writing, and they shall discuss them. If the Parties fail to resolve their differences within thirty (30) days, they may refer the matter to higher level of authority within their respective organizations.

APPROVALS

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

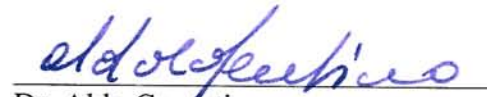
BY:



Daniel J. Basta
Director
National Marine Sanctuary Program

ACCEPTED AND APPROVED FOR THE
REPUBLIC OF ITALY
MINISTRY FOR THE ENVIRONMENT
AND TERRITORY
NATURE PROTECTION DIRECTORATE

BY:



Dr. Aldo Cosentino
Director General

DATE:

9/29/05

DATE:

29 settembre 2005

Support Agreement Information

A Support Agreement will be executed when funds are to be transferred between the Parties. Each SA will reference this Agreement and include the following:

1. Purpose
2. Organization authorities to expend or transfer funds
3. Detailed Statement of Work (SOW), which clearly describes the supplies or services being ordered, the quantity ordered, the unit cost per individual unit or service performed, line total (unit cost times quantity) in dollars and cents, the total amount (total of all line items), and delivery schedules with cost breakdown
4. If applicable, Accounting and Fiscal Data to include each Party's Dun and Bradstreet Number (DUNS), Employer Identification Number, OMB MAX Code, Agency Location Code, Appropriation Codes for payment and collection, type of funds and expiration date, and complete string of accounting and classification code structure
5. Funding, billing, and payment arrangements
6. Identification of individual project managers
7. Identification of types of contracts to be used, if any
8. Types and frequencies of reports required
9. Identification of which Party is to be responsible for government-furnished equipment; contract administration; records maintenance; rights to data, software, and intellectual property; and contract audits
10. Procedures for amending or terminating the SA
11. Such other particulars as necessary to describe clearly the obligations of the Parties with respect to the requested goods and services
12. Appropriate approval/signature blocks for each Party's respective signatory officials.

