

**MEMORANDUM OF AGREEMENT**

**PURSUANT TO THE  
NATIONAL MARINE SANCTUARIES ACT  
16 U.S.C. 1435(c)**

**BETWEEN THE**

**U.S. DEPARTMENT OF COMMERCE  
NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION  
NATIONAL OCEAN SERVICE  
OFFICE OF NATIONAL MARINE SANCTUARIES  
MONTEREY BAY NATIONAL MARINE SANCTUARY**

**AND THE**

**MUNICIPALITY OF FAVIGNANA (ITALY)  
MANAGING BODY OF THE  
EGADI ISLANDS MARINE PROTECTED AREA  
ON BEHALF OF THE  
MINISTRY FOR THE ENVIRONMENT, LAND AND SEA**

**FOR THE PURPOSE OF  
DEVELOPING PROJECTS TO FOSTER MUTUAL UNDERSTANDING  
AND COOPERATION ON MARINE PROTECTED AREAS**

**NOS Agreement Code: MOA-2012-014/8471**

## 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), Office of National Marine Sanctuaries (ONMS) through the Monterey Bay National Marine Sanctuary (MBNMS) and the Municipality of Favignana (Sicily, Italy), Managing Body of the “Egadi Islands” Marine Protected Area (MPA) on behalf of the Italian Ministry of the Environment, Land and Sea.
- B. The purpose of this Agreement is to develop a sister sanctuary partnership between the MBNMS and Egadi Islands MPA for development and support of activities concerning conservation, stewardship and scientific cooperation, and management of the marine protected areas overseen by the Parties.

## II. BACKGROUND

- A. NOAA’s ONMS oversees the implementation of the National Marine Sanctuaries Act (NMSA), 16 U.S.C. 1431 *et seq.* The ONMS mission is to identify, protect, conserve, and enhance the natural and cultural resources, values, and qualities of the National Marine Sanctuary System for this and future generations throughout the nation. The Monterey Bay National Marine Sanctuary is one of 14 national marine sanctuaries and a national marine monument, and it was established for the purposes of resource protection, research, education and public use. Its natural resources include our nation's largest kelp forest, one of North America's largest underwater canyons and the closest-to-shore deep ocean environment in the continental United States.
- B. Founded in 1991, the Egadi Islands MPA (Area Marina Protetta “Isole Egadi”) was established by Ministerial Decree and lately, in 2001, entrusted to the Municipality of Favignana. The Egadi Islands marine protected area is comprised of a five-island archipelago west of Sicily. It is the largest of the Italian marine protected areas, protecting 208 square miles and 46 miles of coastline. The Ministry concentrates on protecting the natural resources and experiences within the marine protected area while also facilitating and supporting sustainable development and use of coastal resources adjacent to and within protected areas.
- C. In August 2005, a 5-year Memorandum of Agreement between the US and Italy was executed to promote cooperation on the protection and management of marine protected areas. This earlier US-Italian Agreement will serve as the foundational document for the MBNMS-Isole Egadi MPA Agreement.

### III. AUTHORITIES

- A. The legal authority for the ONMS to enter into this Agreement is the NMSA, 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 the ONMS to enter into this Agreement is the NMSA, 16 U.S.C. 1431 *et seq.* which provides for the improved conservation, understanding, management, and wise and sustainable use of National Marine Sanctuary resources.
- C. The programmatic authority for Area Marina Protetta delle Isole Egadi to enter 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

The Parties will work together to:

- A. Identify appropriate mechanisms to develop and build scientific cooperation, and exchange information about marine protected areas and their management. This Agreement will solidify the establishment of MBNMS and Isole Egadi MPA as "sister sanctuaries", which involves an ongoing relationship based on common goals, mutual interests and shared resource issues.
- B. Identify and leveraging external funding sources for capacity building and training opportunities for science, education and policy related projects. Examples could include sharing research reports such as the MBNMS Condition Report, which looks at pressures on the MBNMS marine protected area resources, current condition and trends, and management responses to the pressures that threaten the integrity of the marine environment.

- C. Facilitate exchange of representatives to attend symposia, conferences or other appropriate meetings concerning management, policy and science in the MBNMS and the Isole Egadi MPA.
- D. Develop cultural enrichment opportunities between Monterey Bay and Isole Egadi communities, which highlight the common lineage and linkages between the historic fishing families that lived in Marettimo, in the Egadi archipelago, and over the past 100 years that have emigrated to Monterey. For example, activities could include a youth exchange program in order to increase appreciation of the cultural heritage shared between the two sites.
- E. Coordinate and develop a joint program to document shipwrecks in the MBNMS and the Isole Egadi MPA.
- F. Apply integrated coastal management to protect and manage existing marine protected areas.
- G. Facilitate sustainable uses compatible with marine protected area management, including approaches to collaborating with fishing interests.

**V. FUNDING, PROGRAMMING, PAYMENT, AND REIMBURSEMENT ARRANGEMENTS**

- A. Activities in the 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.

## VI. CONTACTS

- A. The points of contact for activities under this Agreement are:

<u>MBNMS</u>	<u>Isole Egadi MPA</u>
Paul Michel	Stefano Donati
Superintendent	Director
299 Foam Street	Piazza Europa, 91023
Monterey, CA 93940, USA	Favignana (TP), Italy
Tel: 831-647-4258	Tel: ++39.0923.921659
Fax: 831-647-4250	Fax: ++39.0923.922035
Email: <a href="mailto:Paul.Michel@noaa.gov">Paul.Michel@noaa.gov</a>	Email: <a href="mailto:direttore@ampisoleegadi.it">direttore@ampisoleegadi.it</a> ;

- B. The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change. A change to this section will not require an amendment.

## 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 or extended at any time through written mutual consent of the Parties, prior to expiration. Any amendment or extension will be accomplished via amendment to this agreement. Amendments must be submitted for review and clearance.

## 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 organization.

**IX. APPROVALS**

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

BY: *Daniel J. Basta*  
Daniel J. Basta, Director  
Office of National Marine Sanctuaries

DATE: *March 18, 2012*

ACCEPTED AND APPROVED FOR THE  
MUNICIPALITY OF FAVIGNANA  
(ITALY)  
MANAGING BODY OF THE EGADI  
ISLANDS MARINE PROTECTED  
AREA  
ON BEHALF OF THE MINISTRY OF  
THE ENVIRONMENT, LAND  
AND SEA

BY: *Lucio Antinoro*  
Lucio Antinoro  
Major, Municipality of Favignana,  
President of the Egadi Islands  
Marine Protected Area, on  
behalf of the Ministry of the  
Environment, Land and Sea

DATE: *18/05/2012*

Attachment  
Support Agreement Information

A Support Agreement (SA) 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, and the deliverables with a schedule, timeline and budget.
4. Funding, billing, and payment arrangements
5. Identification of individual project managers
6. Identification of types of contracts to be used, if any
7. Procedures for amending or terminating the SA
8. Appropriate approval/signature blocks for each Party's respective signatory officials.