

AGREEMENT

IOOS.16(028)XXX.XX.XXX-XXXX.1

NOAA Award No. NA16NOS0120028 / CFDA #11.012

This AGREEMENT entered into June 1, 2016 by and between the Southeast Coastal Ocean Observing Regional Association (hereinafter referred to as SECOORA) and XXXXXXXXXXXXXXXX (hereinafter referred to as SUBGRANTEE) mutually agree and covenant to the following:

IT IS UNDERSTOOD that the work to be performed hereunder shall have a start date of June 1, 2016 and shall be completed and fully performed by May 31, 2019.

IT IS UNDERSTOOD that under this new five-year award with the US IOOS Program Office, SECOORA is issuing a three-year subaward that will be amended annually pending notification from the IOOS Program Office of continuing funding to reflect the current year's funding allocation to the SUBAWARDEE. If funding continues, in Year 4 of this award, SECOORA will issue a two-year contract amended annually in the same manner.

IT IS FURTHER UNDERSTOOD and AGREED that the SUBGRANTEE will perform all tasks appearing in SUBGRANTEE'S Project Statement of Work, and that the SUBGRANTEE agrees to provisions outlined in APPENDICES, attached hereto and incorporated by reference herein.

IT IS FURTHER UNDERSTOOD and AGREED that the Statement of Work, Budget and Budget Justification (Appendix 2) are subject to final approval after the IOOS Program Office approves SECOORA's annual descope documents entitled, *Southeast Coastal Ocean Observing Regional Association (SECOORA): Supporting Resilient Ecosystems, Communities and Economies*.

IT IS AGREED that SECOORA will reimburse SUBGRANTEE for actual expenditures not to exceed \$XXXX¹ for the period of June 1, 2016 – May 31, 2017, as itemized in the SUBGRANTEE'S budget as enumerated in the Budget Summary, attached hereto and incorporated by reference herein. Funding for years two and three of this subaward will be determined via subaward amendment upon notification from NOAA of continuing funding. It is agreed that \$XXXX¹ will constitute full and complete compensation for the tasks included in the Statement of Work for the period of June 1, 2016 – May 31, 2017, and any deviation above said sum will be absorbed by the SUBGRANTEE. Pre-award costs are not allowed under this agreement.

IT IS UNDERSTOOD that SECOORA will not issue the next year's subaward amendment unless the SUBGRANTEE has spent and invoiced at least 50% of the previous year's funding, or has received approval of an exception from this requirement from the SECOORA Executive Director or her designee.

¹ This funding amount is subject to annual approval from the IOOS Program Office's review of the SECOORA FY16, FY17 and FY18 Descope proposals.

IT IS UNDERSTOOD that any changes in the Project Statement of Work and/or Budget modifications in excess of 10% of the total subaward will be submitted to SECOORA for prior approval. Any changes in excess of 10% made without prior SECOORA approval will not be acknowledged by SECOORA and will be disallowed.

IT IS UNDERSTOOD that all invoices shall include the Reimbursement Request Template with the appropriate contract number (Appendix 3).

IT IS AGREED that the SUBGRANTEE will maintain effort reports for all personnel employed under this AGREEMENT.

IT IS UNDERSTOOD that a final invoice, marked "FINAL" must be submitted to SECOORA, NO LATER THAN sixty (60) days after the subaward end date. The final statement of costs shall constitute the SUBGRANTEE'S final financial report. This report is subject to audit by SECOORA and/or the Federal Government.

The SUBGRANTEE agrees that SECOORA and/or the Comptroller General of the United States, or any of their duly authorized representatives and the Secretary of Commerce or any of his/her duly authorized representatives shall until three (3) years after expiration of AGREEMENT, have access and right to examine any directly pertinent books, documents, papers and records of the SUBGRANTEE involving transactions related to this AGREEMENT.

The SUBGRANTEE agrees that reimbursement(s) made under this AGREEMENT shall be subject to reduction for amounts charged hereto which are found on the basis of audit examination not to constitute allowable costs under this AGREEMENT. The SUBGRANTEE shall refund by check payable to SECOORA the amount(s) of such reduction of payments under completed or terminated AGREEMENT(S). The SUBGRANTEE may appeal any final act or decision as provided by law.

IT IS AGREED that the SUBGRANTEE will prepare and submit to SECOORA fully completed and detailed Semi-Annual Project Reports by December 1 and June 1 for each project year and a fully completed and detailed Final Project Report 60 days after the completion of the project. If this subaward is for a project that will/is receiving funding for more than one year, a Final Project Report will be due at the conclusion of the last year of funding for this project (see Appendix 4 for reporting template).

IT IS AGREED that final payment of the award will be withheld until annual and/or final project report(s) are received by SECOORA.

IT IS AGREED that SUBGRANTEE for any field observational activities (in-situ, HF Radar, Autonomous Underwater Vehicles (AUVs)) taking place in the natural environment, the SUBGRANTEE must demonstrate compliance with applicable environmental regulations by providing SECOORA with details of the activity, including copies of all permits, licenses, or

authorizations received by the recipient from a permitting, licensing or authorizing agency. SUBGRANTEE must submit Environmental Compliance Questionnaire (Appendix 5) for Proposed observational activities 30 days after the execution of this contract. SECOORA will work with the IOOS Program Office to obtain and provide clearance to SUBGRANTEE to start the observational field activities. No fieldwork is allowed to take place until the IOOS Program Office has provided clearance to SECOORA for the SUBAWARDEE. Once clearance is received, an addendum will be added to this subaward that incorporates the completed SUBAWARDEE'S Environmental Compliance Questionnaire and any other necessary documents required by the IOOS. Program Office.

IT IS AGREED that the SUBGRANTEE will share any collected environmental data with SECOORA to be displayed and delivered through the SECOORA data portal. SUBGRANTEE must submit the data provider questionnaire (Appendix 6). It is agreed that any software development carried out as part of this subaward will be shared and made available with succinct documentation to SECOORA either via SUBGRANTEE software sharing website or SECOORA recommended software sharing website (E.g. Github - <https://github.com/>).

IT IS AGREED that SUBGRANTEE will provide (in digital format such as PDF or MS Word or Web site URL), standard operating procedures for calibrating, maintaining, validating and operating the equipment owned and operated by SUBGRANTEE in accordance with the manufacturer guidance or industry best practices and or national IOOS program guidelines within 90 days of initiation of this subaward.

IT IS AGREED that SUBGRANTEE will either work with SECOORA Data Management and Communications or implement on their own QA/QC procedures for the data collected and distributed via SECOORA following the Quality Assurance of Real Time Data (QARTOD) recommended tests and procedures. Where a QARTOD manual is not available, SUBGRANTEE will provide the QA/QC standards applied to the data collected and delivered via SECOORA within 90 days of initiation of this contract. SECOORA shall be notified of any changes to implemented QA/QC procedures within 30 days of such changes.

IT IS AGREED that SUBGRANTEE will either work with SECOORA Data Management communications or directly with National Centers for Environmental Information (NCEI) for the archival of data collected following NOAA NCEI and US IOOS Recommended Data Archival and Sharing Guidelines and Policy.

IT IS AGREED that the SUBGRANTEE will attend 75% of the SECOORA Regional Coastal Ocean Observing System (RCOOS) monthly Principal Investigator webinar/conference calls during the project period and provide updates on progress being made in the project. If the lead PI cannot attend the call, he/she must designate an appropriate alternate within his/her group to be on the monthly RCOOS conference calls.

IT IS AGREED that the SUBGRANTEE will attend or designate a person from their institute to attend the Annual RCOOS Principal Investigators meeting (usually held in May) as well as other

SECOORA Project Coordination and Integration workshops held during the contract period for ensuring better coordination and regional integration of projects.

IT IS AGREED that for any research publications/thesis/technical reports/graphics/flyers published, using either partial or full funding of the subaward, the SUBAWARDEE shall provide appropriate acknowledgement to SECOORA/US IOOS (see Appendix 1) and provide a copy to SECOORA for our records and possible use/display via SECOORA website or social media outlets. IT IS ALSO AGREED that SECOORA is allowed to use graphics/slides from Principle Investigation presentations, with proper attribution, used at SECOORA meetings or at meetings where the Principle Investigator is representing SECOORA and/or work supported by SECOORA.

IT IS UNDERSTOOD that any work, materials, improvements, concepts or ideas and the intangible embodiments of same made or conceived by the SUBAWARDEE in connection with or during the performance of services hereunder (collectively, the "Work") shall be considered the property of the SUBAWARDEE to the extent allowed by federal law.

IF, THROUGH ANY cause, the SUBGRANTEE shall fail to fulfill or perform his duties and obligations under this AGREEMENT in a timely and proper manner or if the SUBGRANTEE shall violate or breach any of the provisions of this AGREEMENT, or where applicable, if the grant(s) from SECOORA, the Federal Government and/or other sources pursuant to which this AGREEMENT is made are terminated or suspended by the Federal Government or other sources, SECOORA shall thereupon have the right to terminate or suspend this AGREEMENT, by giving written notice to the SUBGRANTEE of such termination or suspension and specifying the effective date thereof.

IT IS AGREED that facsimile and/or scanned signatures and counterpart originals shall be as effective as if a single original.

This AGREEMENT and attached APPENDICES constitute the entire agreement between the aforementioned SECOORA and SUBGRANTEE and all modifications shall be in writing and signed by both parties.

The undersigned do hereby agree to the provisions of the AGREEMENT.

AUTHORIZED REPRESENTATIVE NAME & TITLE

DATE

Agreement IOOS.16(028) XXX.XX.XXX-XXXX.1

SOUTHEAST COASTAL OCEAN OBSERVING
REGIONAL ASSOCIATION (SECOORA)

MEGAN LEE
BUSINESS MANAGER

DATE

Agreement IOOS.16(028) XXX.XX.XXX-XXXX.1

AGREEMENT
FEDERAL
APPENDIX 1

1. All work authorized under Grant-in-Aid Award No. NA16NOS0120028 (CFDA # 11.012).
2. This AGREEMENT incorporates guidelines and restrictions imposed by 2 CFR 200 SUBRECIPIENTS shall adhere to all rules and regulations as set forth in these regulations.
3. SUBAWARDEES shall invoice at least quarterly for reimbursement of funds. Records of receipts and disbursements will be maintained by the SUBRECIPIENT, and will be made available, if requested, to SECOORA or its representatives during normal business hours.
4. The dollar amount of indirect costs in the approved budget should be a reflection of any established indirect cost rate negotiated and approved by a cognizant Federal agency prior to the effective date of this AGREEMENT. **A copy of the approved indirect cost rate is required for approved projects of SECOORA's SUBRECIPIENTS.**
5. The SUBRECIPIENT is required to maintain the official property inventory listing of all equipment purchased with SECOORA funds. The equipment purchased with SECOORA funds in some instances may be transferred to SECOORA upon completion of the research work for which the equipment was purchased. If the SUBRECIPIENT wishes to use the equipment on further like research for which the equipment was originally purchased then the SUBRECIPIENT should submit in writing a request to continue use of the equipment for such purposes. If the equipment becomes excess and is sold or disposed of and the market value is \$5,000 or more the SUBRECIPIENT will be required to submit to SECOORA the market value of the equipment at the time of disposal to be reimbursed to NOAA.
6. It is understood that the SUBRECIPIENT agrees to execute all services in accordance with the US Department of Commerce "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts, and Cooperative Agreements", published in the Federal Register dated March 18, 1987 and made part of this AGREEMENT.
7. The SUBRECIPIENT is required to comply with E.O. 11246, "Equal Employment Opportunity," as amended by E.O. 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented by regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."
8. IT IS AGREED that SUBGRANTEE field activities conducted as part of this contract are subject to NEPA requirements and it is the responsibility of the SUBGRANTEE's to insure compliance with any applicable requirements. Federal funds cannot be expended on any vessel operations, glider or buoy deployments, HF radar, sensor or mooring installations or other activities without an evaluation of consequences to the environment in accordance with the IOOS Programmatic Environmental Assessment and the mitigation measures identified

therein. In addition, activities conducted with NOAA/IOOS funding shall give consideration to and be compliant with not only the National Environmental Policy Act (NEPA), but Marine Managed Areas (MMA), Endangered Species Act (ESA), Magnuson-Stevens Fishery Conservation and Management Act (MSA), National Marine Sanctuaries Act (NMSA), Clean Air Act, Clean Water Act, Marine Mammal Protection Act (MMPA) or any other regulatory oversight entities that collaborate with NOAA such as the State Historic Preservation Office or National Wildlife Federation.

9. The SUBRECIPIENT agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act and the Federal Water Pollution Control Act as amended. Violations shall be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
10. The SUBRECIPIENT is prohibited from expending Federal funds for purposes of providing transportation, travel, and any other expenses for any Federal employees.
11. The SUBRECIPIENT is subject to the provisions of the Fly America Act and must comply with the Act as prescribed when scheduling transportation for travel paid for with Federal funds.
12. The SUBRECIPIENT is hereby notified that they are encouraged, to the greatest extent practicable, to purchase American-made equipment and products with funding provided under this award.
13. The SUBRECIPIENT shall prepare and submit to SECOORA fully completed and detailed Semi-Annual Project Reports by November 15 and June 15 of each project year (not including the final year of the project), and a fully completed and detailed Final Project Report sixty (60) days after the completion of the project (see Appendix 4 for template). If the project receives a no-cost extension beyond the original end-date of the project, the SUBRECIPIENT will continue to submit progress reports as scheduled, as well as a fully completed and detailed Final Project Report sixty (60) days after the end of the project.
14. It is understood that ten copies of all publications, brochures, documents, reports, and any other hard copy material printed with AGREEMENT funds and intended for public distribution by the SUBRECIPIENT will be furnished to SECOORA.
15. The SUBRECIPIENT must adhere to the following acknowledgement and citation requirements for all publications, brochures, documents, reports, and any other hard copy material printed with AGREEMENT funds and intended for public distribution by the SUBRECIPIENT:
 - a. The financial assistance Grant-in-Aid award number (found in #1 above) will be acknowledged as the basis for funding the publication.
 - b. All non-journal article publications or reports shall bear the US IOOS, NOAA and SECOORA logos on the cover or first page, and include the following: "A publication (or report) sponsored by the Southeast Coastal Ocean Observing Regional

Association (SECOORA) pursuant to National Oceanic and Atmospheric Administration Award No. NA16NOS0120028.

- c. If the recipient or its employee(s) use funds provided under this AGREEMENT to publish a manuscript in a professional journal or the production of a video based in whole or in part on the work funded by this AGREEMENT, the author shall ensure that the paper (including internet sites) bears the following notation:

“This report was prepared, ‘in part’ (if appropriate) as a result of work sponsored by the Southeast Coastal Ocean Observing Regional Association (SECOORA) with NOAA financial assistance award number NA16NOS0120028. The statements, findings, conclusions, and recommendations are those of the author(s) and do not necessarily reflect the views of SECOORA or NOAA.”

- d. Exception - This requirement does not apply to reports submitted only to SECOORA and which are not intended for public distribution, such as project progress reports and financial reports.

16. Environmental data and related items of information collected and pursuant to this SUBAWARD have not been formally disseminated by NOAA and do not represent and should not be construed to represent any agency determination, view, or policy.
17. Contacts with the media are encouraged in compliance with the Freedom of Information Act. SECOORA should be notified of such contact. SECOORA staff can facilitate media contacts and assist in ensuring that media coverage is fair and accurate.
18. No obligations shall be created by SUBRECIPIENT for any purpose pertaining to the activities for which the funds were awarded where the obligation would require performance beyond the expiration date stipulated in the award document. Funds may only be expended beyond the expiration date for obligations properly created prior to the expiration date.
19. Verbal or written assurances of refunding shall not constitute authority to obligate funds for activities beyond the expiration date. Funds shall not be obligated unless or until an award document is received by the SUBRECIPIENT from SECOORA authorizing such obligations.

AGREEMENT
SUBGRANTEE STATEMENT OF WORK, BUDGET AND JUSTIFICATION
APPENDIX 2

Budget

Budget Justification

AGREEMENT
REIMBURSEMENT REQUEST TEMPLATE
APPENDIX 3

Please include on **ALL** invoices:

1) Institutional **AWARD NUMBERS:**

IOOS.16(028) XXX.XX.XXX-XXXX.1

2) Reimbursement Template:

Budget Item	Approved Budget	Prior Cumulative	Current Expense	Balance of Funds
Salary & Wages				
Salary, Wages & Fringe Benefits				
Expendable Supplies				
Travel				
Other Costs				
1) XXXX				
2) XXXX				
TOTAL DIRECT COSTS				
INDIRECT COSTS				
TOTAL				

Amount Requested This Invoice:	\$ XXXXX
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Please send to:

Megan Lee
SECOORA
P.O. Box 13856
Charleston, SC 29422

Reminder:

- 1) Any changes in the Project Statement of Work and/or Budget modifications in excess of 10% of the total subaward will be submitted to SECOORA for prior approval. Any changes in excess of 10% made without prior SECOORA approval will not be acknowledged by SECOORA and will be disallowed.
- 2) The final invoice of the award will be withheld by SECOORA until all work has been satisfactorily completed. Final invoice is due no later than sixty (60) days after the subaward end date.

AGREEMENT
PROGRESS REPORTING TEMPLATE
APPENDIX 4

Guidance for Progress Reporting for SECOORA

SECOORA is transitioning to the use of Google documents to enable collaborative development of the text of the NOAA IOOS required Progress Reports. The following information must be submitted via Google docs upon notification from SECOORA.

These progress reports are utilized to create a report submitted to the US IOOS Program Office that adheres to 2 CFR Part 200.328.

Progress Report Template (for sub-awards)

Instructions: Progress reports should provide an update on activities completed during the semiannual period (June 1 and December 1) of performance and be focused on key accomplishments, progress toward milestones, objectives and goals, and issues that change the leadership or scope of the proposed work. When writing these reports, consider that they are utilized by SECOORA to communicate to stakeholders what you have accomplished, and consider appropriate examples and statistics.

Project Summary

Provide a brief summary of the goals to provide context for the progress and accomplishments.

Progress and Accomplishments

PIs should provide a comparison of actual accomplishments with the goals and objectives for the period, and reasons why objectives/goals were not met, if appropriate. Stating progress (and explanations for lack of) by goal/objective is a good way to do this.

- Progress toward proposed tasks and milestones, including quantitative data when available, as well as:
 - Number and brief description of contributions to new or improved products or services
 - New observation systems deployed
 - Observation systems removed
- Stakeholder Engagement and Outreach
 - Number and title of papers published (with citations)
 - Number and title of presentations made at conferences (with conference name, date, location),
 - Number and description of workshops held, and numbers of attendees
 - Number and description of new partnerships
- Data Management (as it relates to milestones reportable for the project)
 - Number of observations recorded/collected and brought into the Regional data base
 - Number of operational platforms/sensors

Future Scope of Work (Only for semi-annual reports)

Briefly outline the priorities for the next funding period and describe any current or anticipated changes to the statement of work or in meeting objectives (due to problems encountered, improved approach, etc.).

Personnel and Organizational Structure

Include changes in key scientific, technical or management personnel. A change in the Principal Investigator requires NOAA approval. Include changes to the organizational structure such as: changes in status or partner organizations and points of contact.

Budget Analysis

Include a brief commentary on actual budget expenditures in relation to anticipated budget expenditures. The purpose of this is to help us anticipate if budget modifications will be needed for the award.

In the June progress report, the progress report should include:

- Specific projects with Regional Ocean Governance Organization (e.g., Gulf of Mexico Alliance, West Coast Governor's Alliance on Ocean Health) activities.
- Successful efforts to supplement funds received from SECOORA from outside entities (e.g. in-kind funding or state matching funds) to support observing activities in your region. Provide input in a table indicating source, funding amount, type (matched, in-kind, or direct) and duration, if applicable.
- Education and Outreach Activities. To support this update, the following definitions of Education and Outreach are provided:
 - Outreach: Engagement with individuals and organizations with the primary purpose of serving as a resource (e.g., extending services) to those individuals and/or organizations.
 - Education: Providing products or sustained services including formal classroom learning, curriculum development, professional development of teachers, and informal learning resources.

In the December progress report, the progress report should include:

- Products and Services - number and brief description of new or improved
 - Regional products or services
 - National products or services
 - In the case that either of the above are published as digital data sets, include links to web pages describing the product and to web services used to publish the data. All data sets published by are expected to be provided using [DMAC web services](#). For each product include a web service link (e.g. THREDDS, ERDDAP, SOS) and/or a link to an ISO 19115* metadata file published to a web accessible folder (WAF).
- Data Management
 - Progress towards a standards-based foundation for DMAC capabilities. Describe activities and accomplishments following the section headings described at http://www.ioos.noaa.gov/data/contribute_data.html
- Observing Assets
 - Update the RA Observing Asset Inventory using the template located at: http://www.ioos.noaa.gov/regions/ra_asset_inventory_v1.0_template.xlsx.

- If the RA has published their list of assets online, they can point to this link but must also include the RA Observing Asset Inventory using the template provided above as part of this report. Including a graphic or PDF instead of a spreadsheet is not acceptable.
 - High Frequency Radar Operations and Maintenance progress: Each institution operating radars must provide an annual update on expenditures using the template located at: http://www.ioos.noaa.gov/regions/hfr_obsysexpenditures.xls Each institution operating radars will be required to provide an annual update on HF radar assets and staffing. See the document located at: http://www.ioos.noaa.gov/regions/guidance_for_reporting_hfr_locations_staffing.doc
- Modeling Assets
 - A description of modeling activity
 - A list of models and URL to model output published using DMAC services. For the modeling activity to be reported as part of IOOS, the output must be available at the IOOS RA website and through DMAC services. Model output published via DMAC services will be registered into the IOOS Catalog.

APPENDIX 5
U.S. Integrated Ocean Observing System (IOOS®)
Environmental Compliance Questionnaire for Proposed Actions

FOR RECIPIENT USE ONLY

Project Title/Name	
Organization/Applicant	
NOAA Award Number	
Project Lead Contact	
Geographic Location	
Project Start Date	
Project End Date	
Date Questionnaire Completed	

Objective of the Proposed Activities

Include a summary of the proposed activities for this specific environmental compliance analysis.

Description of Proposed Activities

List the types of activities to be reviewed for this specific environmental compliance analysis.

Specific Location(s) of Proposed Activities

Include a geographic description of any activities that will take place including latitude/longitude operational boundaries and/or deployment/retrieval location(s). Note any proximity to any Federal, State, Tribal, or local protected areas.

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Checklist Purpose and Instructions

This questionnaire must be completed for all activities funded via U.S. IOOS financial assistance awards.

The purpose of this questionnaire is to ensure IOOS has all relevant information the program office needs to make an informed decision about the impact of funding activities via grant, cooperative agreement or contract on the natural environment. Each proposed project submitted to IOOS is reviewed by the staff or a Federal Program Officer in order to determine what National Environmental Policy Act (NEPA) steps are needed for each project and what further environmental compliance actions are needed before a decision to implement the project can be made.

When completing this questionnaire please use the Revised Draft Programmatic Environmental Assessment, dated February 2016, as a reference document:

- http://www.ioos.noaa.gov/about/governance/ioos_pea_appendices_public_comment_feb2016.pdf
- http://www.ioos.noaa.gov/about/governance/ioos_pea_appendices_public_comment_feb2016.pdf
- http://www.ioos.noaa.gov/about/governance/ioos_pea_appendices_public_comment_feb2016.pdf

All blocks in the questionnaire must be checked either "YES," "NO" or "N/A". Where further explanation is required please use the additional space provided. For example, some activities may require permits or a detailed description of proposed methodology; or an expanded justification to explain why the proposed activities will have no significant environmental impact. Significant effects must be reported regardless if the effect will be adverse or beneficial.

Upon completion of this Environmental Compliance Questionnaire, the RA or grantee authorized representative and principle investigator (PI) must both sign and submit it to the IOOS Environmental Compliance Coordinator (ECC), Regina Evans via email to regina.evans@noaa.gov.

Funds may not be expended until the IOOS Program Office ECC has notified you in writing that you may initiate the proposed activities.

IOOS Programmatic Environmental Assessment (PEA)	Yes	No	N/A
1. Are the activities being proposed described in the IOOS Revised Draft PEA dated February 2016?			
2. Are the techniques you will use to execute the proposed activities fully described in the IOOS Revised Draft PEA dated February 2016?			
3. Are the best management practices (project design criteria, NMFS consultation mitigation measures in the PEA) to be used during the proposed activities adequate to ensure any environmental impacts are not significant?			
4. Are the specific affected resources and impacts that are likely to result from these proposed activities fully described in the IOOS Revised Draft PEA dated February 2016?			
5. Could these activities have significant effects on public health or safety?			

Questions on Physical Resources	Yes	No	N/A
6. Will the proposed action likely affect a significant aspect of the natural physical environment?			
a. <u>Consider the Clean Water Act.</u> The operation of vessels is subject to CWA. The IOOS Program maintains compliance with these applicable CWA regulations by obtaining the required discharge permits. Have you obtained the necessary discharge permits and provided a copy to the IOOS Environmental Compliance Coordinator? If not, explain.			
b. <u>Consider the Coastal Zone Management Act.</u> License, permit and financial assistance activities must be fully consistent with CZMA. The IOOS Program will require RAs and grantees to work with state coastal management programs to ensure any federal actions are consistent with the enforceable policies of the state’s coastal management program. Have you obtained the necessary licenses and permits required by your state CZMA and provided a copy to the IOOS Environmental Compliance Coordinator? If not, explain.			
c. <u>Consider the Estuary Protection Act.</u> In planning for the use or development of water and land resources, have you considered the impacts of commercial and industrial developments on estuaries? Explain how.			
d. <u>Consider the Estuary Restoration Act of 2000.</u> Is this project part of an estuary habitat restoration effort? If so, explain.			
e. <u>Consider the Rivers and Harbor Act.</u> The IOOS program requires RAs and grantees to demonstrate compliance with RHA. If this project includes activities, such as excavation or filling of navigable waters, extensions of piers or any other activities encumbered by RHA, have you obtained the necessary permits and provided a copy to the IOOS Environmental Compliance Coordinator? If not, explain.			
f. <u>Consider Executive Order 11988, Floodplain Management (May 24, 1977).</u> Does any part of this project occur in or near a floodplain? If yes, please describe the area subject to flood.			
Explanation:			
Questions on Biological Resources	Yes	No	N/A
7. Will the proposed activities likely affect a significant aspect of the biological environment?			

a. <u>Consider the Endangered Species Act.</u> Could this proposed action have adverse effects on species listed or proposed to be listed as Endangered or Threatened, or have adverse effects on designated critical habitats? If so, it is required to consult with the appropriate federal and state agency prior to any activities. Please confirm that these steps have been taken.			
Explanation:			
b. <u>Consider the Magnuson-Stevens Fishery Conservation and Management Act.</u> Could this proposed action have adverse effects on Essential Fish Habitat (EFH)? If so, explain.			
Explanation:			
c. <u>Consider the Marine Mammal Protection Act.</u> Could this proposed action have adverse effects on any marine mammals? If so, explain and be sure to consult with the appropriate federal agency prior to any activity.			
Explanation:			
d. <u>Consider the Migratory Bird Treaty Act.</u> Could this proposed action have adverse effects on any migratory birds? If so, explain and be sure to consult with the Fish and Wildlife Service (FWS) prior to any activity.			
Explanation:			
e. <u>Consider the National Marine Sanctuaries Act.</u> Could the proposed action potentially destroy, cause the loss of, or injure any marine sanctuary resource? If so, have you consulted with the NOAA Office of National Marine Sanctuaries and provided copies of your correspondence to the IOOS Environmental Compliance Coordinator?			
f. <u>Consider Executive Order 13089, Coral Reef Protection (June 11, 1998).</u> This law requires federal agencies to protect coral reef ecosystems and, to the extent permitted by law, prohibits them from authorizing funding or carrying out any actions that will degrade these ecosystems. Could the proposed action have adverse effects on any coral reef ecosystems? If so, explain.			
Explanation:			

g. <u>Consider Executive Order 13112, Invasive Species (February 3, 1999)</u> . Could this proposed action introduce a non-native, invasive species into the environment? If so, explain.			
Explanation:			
h. <u>Consider Executive Order 13158, Marine Protected Areas (May 26, 2000)</u> . Is this proposed action conducted in or has the potential to impact a Marine Protected Area? If so, explain.			
Explanation:			
Questions on Cultural Resources	Yes	No	N/A
8. Will the proposed action likely affect a significant aspect of the historically preserved environment?			
a. <u>Consider the National Historic Preservation Act (NHPA)</u> . Each state has a State Historic Preservation Office (SHPO) that administers state cultural resource programs and ensures the conservation and protection of cultural resources within the state. Does this project have any tribal implications or involve any cultural resources, for example prehistoric or historic sites, buildings, districts, structures, others? If yes, have you provided copies of your correspondence with the SHPO to the IOOS Environmental Compliance Coordinator?			
Explanation:			
b. <u>Consider the Archaeological and Historic Preservation Act</u> . Does the project jeopardize the preservation of historical and archeological data (including relics and specimens) which might otherwise be irreparably lost or destroyed?			
c. <u>Consider the Abandoned Shipwreck Act</u> . Does this project involve the installation of anchors or stations on or in abandoned shipwrecks that would be subject to regulations established in the Abandoned Shipwreck Act and by the applicable State? If so, have you provided copies of your correspondence with state agencies documenting compliance to the IOOS Environmental Compliance Coordinator?			
d. <u>Consider Executive Order 13175 (November 6, 2000): Consultation and Coordination with Indian Tribal Governments</u> . Does this project intersect with Indian tribal self-government and sovereignty, honor tribal treaty and other rights? If so, have you provided documentation of your consultation and coordination with the Indian Tribal government to the IOOS			

Environmental Compliance Coordinator?			
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Signature of Authorized Representative	Title	Date
Signature of Principle Investigator	Title	Date

Appendix 6

Data Provider Questionnaire

1. Provider Overview
 - a. Provide a contextual statement describing the data you are collecting in your research
 - b. Provide a curriculum vitae for the individual(s) responsible for maintaining the data stream from the instrument(s).
 - c. What data types will you be creating or capturing?
 - d. Provide citations for any published works involving the data you are collecting in your research.
2. DMAC
 - a. How is the raw data captured, retrieved, or created?
 - b. Describe any modifications made to the raw or modified data stream between collection and submission to the SECOORA DMAC team or dissemination through other channels.
 - c. Describe how you make your data available to the SECOORA DMAC team
 - d. Describe any public or private dissemination or access mechanism outside of the SECOORA DMAC system that you make your data available to (National IOOS DACs, GTS, NDBC, etc.)
3. Quality Control
 - a. Describe any quality control procedures applied to the data stream between raw data collection and submission to the SECOORA DMAC team. Include calibration information, documentation, and procedure references as needed.
4. Data Sharing Directive
 - a. Describe the schedule for data sharing (how often is data made available to the SECOORA DMAC team, how often is the data updated on your own hosted web-pages?)
 - b. How long will you (the original data collector/creator/principal investigator) retain the right to use the data before allowing it to be made available for wider use?

Explain if different data products will become available on different schedules (Ex: raw data vs processed data, observations vs models, etc.)

c. Completely explain any details of any embargo periods for political, commercial, and/or patent reasons.

CERTIFICATION REGARDING LOBBYING LOWER TIER COVERED TRANSACTIONS

Applicants should review the instructions for certification included in the regulations before completing this form. Signature on this form provides for compliance with certification requirements under 15 CFR Part 28, "New Restrictions on Lobbying."

LOBBYING

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 15 CFR Part 28, for persons entering into a grant, cooperative agreement or contract over \$100,000 or a loan or loan guarantee over \$150,000 as defined at 15 CFR Part 28, Sections 28.105 and 28.110, the applicant certifies that to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure occurring on or before October 23, 1996, and of not less than \$11,000 and not more than \$110,000 for each such failure occurring after October 23, 1996.

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above applicable certification.

NAME OF APPLICANT

AWARD NUMBER AND/OR PROJECT NAME

PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE

SIGNATURE

DATE