

**Memorandum of Agreement
Between
National Science Foundation, Geosciences Directorate and
National Institute of Food and Agriculture
Regarding Cooperation in Development and Support of Research, Facilities and
Education Activities**

Purpose

The National Science Foundation's Geosciences Directorate (NSF/GEO) and the National Institute of Food and Agriculture (NIFA) share interests and complementary responsibilities for the support of research, operation of research facilities, and science education within the United States and throughout the world.

Intent of Parties

The purpose of this Memorandum of Agreement (MOA) is to encourage and support interaction among the NSF/GEO and NIFA personnel and the sharing of information about project activities and areas of mutual interest. This MOA is intended to provide a structure through which the NSF/GEO and NIFA personnel can coordinate the development and support of research activities and facilities.

Authorities

This MOA is authorized by the NSF Act of 1950, as amended, 42 U.S.C. 1861 *et seq.*, and by the authority vested in NIFA 7 U.S.C.3318.

General Provisions

This MOA outlines areas of mutual interest and the general guidelines for interaction. It is not intended to cover all areas of mutual interest. The areas covered by this agreement can include: coordination of specific projects, programs, and facilities. The specific coordination may include research and education activities; observing facilities and instrumentation; and data and cyberinfrastructure.

Examples of current areas of cooperation or future areas of potential cooperation include:

- Partnering on the Water Sustainability and Climate (WSC) solicitations in the Science, Engineering and Education for Sustainability Program.
- Partnering on the Decadal and Regional Climate Prediction Using Earth System Models (EaSM) solicitations in the Science, Engineering and Education for Sustainability Program.
- Collaborating on new initiatives and programs, such as food security and health, energy, water quality, and climate change.
- Sharing information and strategies on providing public access to data.
- Partnering on basic research for hazards and extreme weather events.
- Coordinating activities and research at NSF and/or NIFA observatories, centers and networks.

Projects and Activities

Specific projects or activities between the Parties must be detailed in writing, such as an MOU, interagency agreement, management plan, or other documentation appropriate to the nature of the activity and the agencies' requirements, and signed at the NSF Assistant Director level and the NIFA Director level, or higher.

NIFA and NSF will handle their own activities and utilize their own resources, including the expenditure of their own funds, in pursuing these objectives. Each party will carry out its separate activities in a coordinated and mutually beneficial manner. Proposals recommended for funding by NIFA must be reformatted and revised as NIFA proposals for submission to and approval by the appropriate NIFA Program to satisfy NIFA funding guidelines. NSF will follow its regular proposal process.

Duration of Agreement

This MOA shall remain in effect for 5 years from the date of the last signature to this MOA, unless terminated earlier by the parties. Subject to the written approval of the NSF/GEO and the NIFA, this MOA may be renewed and/or modified.

Termination of Agreement

This MOA can be terminated with 90 days advance written notice of termination by either party, or sooner by mutual written consent of both parties.

Modification Provisions

This MOA may be modified at any time by mutual written agreement of both parties.

Resolution of Disagreements

Should disagreement arise under this agreement, or amendments and/or revisions thereto, that cannot be resolved at the Division Director level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party at the Assistant Director or equivalent level for consideration.

Effect of Agreement

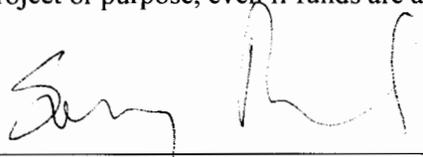
This MOA in no way restricts the NSF or NIFA from participating in similar activities or arrangements with other entities.

This Agreement is strictly for internal management purposes for each of the Parties. It is not legally enforceable and shall not be construed to create any legal obligation on the part of any of the Parties. This Agreement shall not be construed to provide a private right or cause of action for or by any person or entity.

This MOA is neither a fiscal nor a funds obligation document. Nothing in this MOA authorizes or is intended to obligate the Parties to expend, exchange, or reimburse funds, services, or supplies, or transfer or receive anything of value. Nothing in this MOA may be construed to obligate NSF or NIFA to any current or future expenditure of resources in advance of the availability of appropriations. Nor does this MOA obligate NSF or NIFA to spend funds on any particular project or purpose, even if funds are available.



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Date: 2/10/14

Date: Feb 10, 2014