

MEMORANDUM OF AGREEMENT

This Memorandum of Agreement (the "Agreement") is made, entered and delivered on this — day of April 21, 2016 (the "Effective Date") by and between the **University of Puerto Rico, Mayaguez Campus**, a Puerto Rico public corporation created pursuant to Act No. 1 of January 20, 1966, as amended, represented herein by its Chancellor, Dr. John Fernández Van Cleve ("UPRM"), of legal age, married, Professor and resident of San Germán, Puerto Rico and the **Caribbean Coastal Ocean Observing System, Inc.**, a non for profit corporation, incorporated and existing under the laws of the Commonwealth of Puerto Rico, represented herein by its President, Mr. Ruperto Chaparro Serrano, of legal age, married and resident of Rincón, Puerto Rico, duly authorized in Article VII, Section 7.4 of the By-Laws of the Caribbean Coastal Ocean Observing System, Inc. ("CARICOOS"), hereby attached as **Exhibit I** to this Agreement. The UPRM and CARICOOS collectively hereinafter referred to as the Parties.

RECITALS

WHEREAS, CARICOOS is the legal successor in interest of the Caribbean Regional Association for Ocean Observing ("CaRA"), a not for profit unincorporated association established pursuant to that certain "Memorandum of Agreement to Establish the Caribbean Regional Association for the Caribbean Integrated Coastal Ocean Observing System" dated December 4, 2007, as revised or amended on April 12, 2013 (the "MOA").

WHEREAS, CARICOOS, previously CaRA, was organized pursuant to the Integrated Coastal and Ocean Observing System Act of 2009 (the "IOOS Act") to, among other purposes, develop the regional association for the coastal and ocean observing system for Puerto Rico and the U.S. Virgin Islands (the "Project"). CARICOOS along with the other regional associations ("RAs") and the federal agencies constitute the national coastal component of the National Integrated Coastal and Ocean Observing System ("System") established under Section 12304 of the IOOS Act. The System is in charge with the mission of addressing regional and national needs for ocean information, to gather specific data on key coastal, ocean, and Great Lakes variables, and to ensure timely and sustained dissemination and availability of these so that decision-makers can take action to improve safety, enhance the economy, and protect the environment.

WHEREAS, the UPRM is one of the founding stakeholders of CaRA and signatory to the MOA. Since its establishment in the year 2007, the UPRM has also effectively hosted research and development activities by its faculty and students towards the development and operation of the Caribbean Coastal Ocean Observing System, as well as served as the fiscal sponsor of the Project by providing administrative and fiscal support services to CaRA (now CARICOOS).

WHEREAS, pursuant to Section 12304(c)(3) of the IOOS Act, the National Ocean and Atmospheric Administration ("NOAA") is directed to certify and integrate Regional Information Coordination Entities ("RICES") into the System to ensure that the data collected and distributed by the different RAs are managed according to the best practices as identified by NOAA and that the purpose of the IOOS Act is duly accomplished.

WHEREAS, following the requirements under the IOOS Act, CARICOOS, as a not for profit corporation managed by a Board of Directors, is in the process of becoming a RICE and a certified tax exempt organization under Section 501(c)(3) of the United States Internal Revenue Code of 1986, as amended, and Section 1101.01(a)(2) of the Puerto Rico Internal Revenue Code of 2011, as amended.

WHEREAS, in order to be certified as a RICE, the IOOS Act and its guidelines require that qualified organizations meet certain standards and procedures, including, without limitation, an organizational structure that strives for organizational diversity, including intra-regional representation, and comply with certain financial and accountability oversight.

WHEREAS, following the IOOS Act purposes, NOAA's federal funding opportunity under the IOOS Act now requires proposals by entities that can demonstrate that it is both, the RA and the Regional Coastal Ocean Observing System ("RCOOS") for a particular region.

WHEREAS, as a result, pursuant to the requirements set forth under Section 12302 of the IOOS Act and the regulations and guidelines promulgated thereunder for RICE certification, CARICOOS must demonstrate to be an independent organization responsive to its stakeholders, effectively represented in its governance structure and capable of leading the diverse operations of the RCOOS including gathering required System observation data. As a RICE, they must also document their ability to accept and disburse funds and to enter into legal agreements with other entities. RICEs must have by-laws, accountability measures governing boards and an explanation of how they are selected, and be able to provide information about RICE diversity, user feedback processes, and transparency. Moreover, RICEs must submit to NOAA a strategic operation plan to ensure the efficient and effective administration and operation of programs and assets to support the System, and agree to and actually work cooperatively with other governmental and non-governmental entities to the benefit of the System. Importantly, an application for certification must include a description of the RICE's management of ongoing regional system operations and maintenance. The RICE must illustrate its standard operating procedures for ensuring the continued validity and maintenance of equipment used; strategies to enhance the System. Additionally, a RICE must also provide a Data Management and Communications Plan ("DMCP") documenting how the RICE maintains and controls data quality and distribution.

WHEREAS, in the Caribbean Region, only CARICOOS complies with such integrated requirements of the RA being also the RCOOS. Notwithstanding, the Parties hereby acknowledge the need for continued support and collaboration for the further development of the Project. As part of such collaboration, on August 31, 2015, the UPRM submitted, on behalf of CARICOOS, a proposal for funding under federal funding opportunity number NOAA-NOSS-IOOS-2016-2004378 for the FY 2016 Implementation of the U.S. Integrated Ocean Observing System (IOOS) (the "Proposal").

WHEREAS, on January 13, 2016, as later revised on February 23, 2016, the IOOS recommended funding of the abovementioned Proposal at a level of \$1,707,787 for the fiscal year ("FY") 2016. As of this date, the corresponding "Cooperative Agreement" between the UPRM, on behalf of CARICOOS, and NOAA for the Proposal is yet to be executed.

WHEREAS, based on the above and to maintain continued support and collaboration of the Project, the Parties hereby intend to redefine and modify the existing fiscal sponsorship relationship subject to the terms and conditions provided in this Agreement.

NOW, THEREFORE, with the intent to be legally bound hereby and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the UPRM and CARICOOS agree as follows:

**ARTICLE I
ENGAGEMENT AND SCOPE OF SERVICES**

1.1 **Recitals**. The above Recitals are hereby incorporated by reference and made an integral part of this Agreement.

1.2 **Engagement**. CARICOOS hereby engages the UPRM to collaborate and render services with respect to certain aspects of the business, operations and activities of CARICOOS (as defined in Section 1.3 hereof), and the UPRM hereby agrees to said collaboration to CARICOOS, pursuant to and in accordance with the terms and conditions of this Agreement.

1.3 **Collaboration**. UPRM's collaboration will be that considered necessary or desirable for the operation of CARICOOS's business and activities including, but not limited to, the following:

a. Research and development activities by UPRM researchers and students as required for developing, validating and operating observational assets and management of derived data, design and implementation of numerical modeling tools and the configuration and operational delivery of information technology products as required for the fulfillment of CARICOOS mission.

b. Back office support services, including, without limitation, (i) accounting services (e.g. receipts, disbursements, record-keeping and reporting), (ii) general secretarial and administrative services (e.g. typing, copying, filing, e-mailing, data entry, telephone handling, and facsimile transmission), (iii) management on behalf of or for the benefit of CARICOOS of funds received from awards granted to the UPRM as sponsor or on behalf of CARICOOS, (iv) human resources, (v) compliance advice and guidance related to administration and filing of any reports, audits (including OMB single audit compliance) and any other related services required by any federal grants or donations received for the benefit of the Project, (vi) any and all services or activities included as a component of the indirect costs as determined pursuant the regulations and guidelines issued by the U.S. Department of Labor and any agreement between the UPRM and a government agency or department with respect to the Project or CARICOOS; and (vii) submitting grants, contracts and sub-awards stated in proposals.

c. Other services and/or collaborations, including, without limitation, sub-awards to the UPRM for other projects related to the purpose and mission of

CARICOOS, as may be defined and required in writing from time to time by CARICOOS.

1.4 **Scope of the UPRM's Responsibility.** The Parties agree that all decisions regarding the operation of the CARICOOS's business and activities shall be made by CARICOOS. Whenever the terms of this Agreement requires collaboration from the UPRM, the level of collaboration to be provided shall be that which is necessary or desirable, in the determination of CARICOOS, for the operation of its business and activities. UPRM collaboration will be in accordance with local and federal laws and regulations including OMB Omni Circular 2 CFR parts 200, as applicable.

1.5 **Scope of CARICOOS's Responsibility.** CARICOOS shall provide to the UPRM with copies of all documents reasonably required or necessary to allow the UPRM to perform the services, including, without limitation, grant applications, grant awards, cooperative agreements, agreements with third parties, invoices or bills, etc.

ARTICLE II GENERAL PRINCIPLES AND AGREEMENTS

2.1 **Personnel.** The UPRM shall utilize its own employees or personnel (the "University Employees"), equipment, facilities and other assets to provide the services and/or collaborations set forth under this Agreement.

a. The UPRM shall have sole decision-making authority with respect to the employment, and terms of employment, of all of the University Employees.

b. It is agreed and understood that, except as specifically set forth in this Agreement, CARICOOS does not have any decision-making authority or involvement whatsoever in the hiring, firing, training, promotion, compensation, incentives, benefits, termination, policies, procedures or any other aspect whatsoever of the employment by the UPRM of its employees. Accordingly, the UPRM hereby agrees to indemnify, defend and hold harmless CARICOOS, its members, officers, directors and all other affiliates, from and against any actions, proceedings, claims, losses, liabilities, damages, deficiencies, judgments, settlements, costs of investigation and other expenses (including interest, penalties and reasonable attorneys' fees and disbursements) incurred by them (collectively, "Losses") based upon, arising out of or in connection with, or otherwise in respect of any aspect of the hiring, employment or termination, of the University Employees. In addition, the UPRM agrees and will at all times legally aver that CARICOOS is neither a joint nor co-employer for purposes of any and all legal proceedings.

2.2 **Compensation.** The UPRM shall have the right to reimbursement of indirect costs established for any award or sub-award or collaborative agreement managed by the UPRM on behalf or for the benefit of CARICOOS or the Project at an indirect cost rate equal to the off-campus rate determined, from time to time, pursuant to the regulations and guidelines issued by the OMB 200 CFR and any agreement between the UPRM and a government agency. It is

agreed by the Parties that the services and/or collaborations to be provided by the UPRM to CARICOOS under this Agreement exclusively applies to grants, cooperative agreements, awards, sub-awards and/or any other type of funding for projects or programs of CARICOOS that entail the payment or reimbursement of indirect costs.

2.3 **UPRM Fiduciary Duties.** The UPRM hereby acknowledges and agrees that, as fiscal agent, it has a fiduciary duty towards CARICOOS with respect to any and all monies and/or funds controlled, managed, administered or held on CARICOOS's behalf; all of which shall be deemed held in trust by the UPRM for the benefit of CARICOOS and shall not be commingled with other funds or monies of the UPRM. The UPRM shall take any and all measures to guarantee that any cash or capital advance, as defined in 2 CFR Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, received on behalf, or for the benefit, of CARICOOS are, pursuant to applicable federal and local governmental regulations, used exclusively for the purposes set forth under this Agreement and for the furtherance of the purposes and mission of CARICOOS and/or as required under any applicable cooperative agreement or grant. Any and all advance payment funds received by the UPRM shall be managed in accordance to federal regulation OMB 200 CFR.

2.4 **Protection of Tax Exempt Status.** The UPRM agrees that any funds managed or administrated on behalf or for the benefit of CARICOOS pursuant to this Agreement shall not be used in any way that would jeopardized the tax-exempt status of CARICOOS. UPRM agrees to comply with any written request by CARICOOS that it cease activities which, in CARICOOS's sole opinion, might jeopardize CARICOOS's tax status, and further agrees that CARICOOS may immediately terminate this Agreement in the event that UPRM fails to comply with any such request.

2.5 **Grants.** The UPRM, with the prior consent of CARICOOS, may solicit grants on behalf of CARICOOS that are earmarked for the activities of CARICOOS or the Project. The sources of funding for grants and the text of the grant applications are subject to the approval of CARICOOS. The President of CARICOOS, or any other officer appointed on his or her behalf, must co-sign all grant applications and proposals. Advance approval by CARICOOS is required for any application for government or public agency grants.

2.6 **Project Assets and Equipment.** The parties hereby acknowledge that all equipment and/or assets, whether within the premises of the UPRM or not, acquired by funding granted for the development of the Project, shall be available to CARICOOS for its use, exploit and benefit as long as needed, with priority over any allowed user, irrespective of whether or not the Project continues to be supported by federal awards. The use of such assets or equipment shall comply with any applicable federal or local regulation or statute.

2.7 **Continued Collaboration.** The Parties hereby agree to continue to engage in collaborative activities, including, without limitation, in (i) the development and support of regional activities in the US Caribbean, (ii) facilitate educational opportunities that mutually benefit the Parties, (iii) identify and share observation and data products, (iv) collaborate on the operation and development of the observing systems in the US Caribbean region, (v) or other activities consistent with the CARICOOS mission and objectives.

benefit the Parties, (iii) identify and share observation and data products, (iv) collaborate on the operation and development of the observing systems in the US Caribbean region, (v) or other activities consistent with the CARICOOS mission and objectives.

Nothing in this Agreement may be construed and/or interpreted as a limitation in the scope of collaboration among the Parties for the further development of CARICOOS and the Project as well as the science programs of the UPRM. CARICOOS may continue to engage via sub-awards, joint-ventures, collaborative agreements, partnership or other type of arrangement the UPRM in order to develop and promote research initiatives, and provide and coordinate infrastructure and personnel for marine research initiatives within the US Caribbean region.

2.8 **Books and Records; Financial Statements.**

- a. The two parties are committed to maintaining records of all reports of timesheets for jobs, communications and all other documents related to the coordination of activities discussed in this agreement in order that they be available for examination or copying by the Office of Internal Auditors of the University of Puerto Rico, by a firm of outside auditors hired by the University of Puerto Rico, by the Office of the Comptroller of Puerto Rico in its auditing of the University of Puerto Rico as required by law. Audits will be carried out at reasonable times during the course of the services or after their completion, in accordance with generally recognized auditing practices. Said documents will be kept for a period of no less than six (6) years or until the Office of the Controller of Puerto Rico has made its investigation, whichever occurs first.

- b. The UPRM shall prepare and furnish to CARICOOS, in a format reasonably acceptable to it and setting forth in detail the actual costs and expenses of the services, any information reasonably requested by CARICOOS. In addition, the UPRM shall within 45 days from the closing or end of each fiscal year of the Project (i.e. May 31), provide to CARICOOS a report detailing all costs and expenses of the services charged against CARICOOS as an indirect cost and/any other financial or administrative report or information required by an award, sub-award or collaborative agreement managed by the UPRM on behalf or for the benefit of CARICOOS or the Project.

- c. The UPRM shall permit an authorized representative of CARICOOS to review and copy the books and records relating to the provision of the Services, during normal business hours upon reasonable advance notice.

ARTICLE III REPRESENTATIONS, WARRANTIES, AND COVENANTS

3.1 **Representations and Warranties.** The Parties hereby acknowledge, warrant and represent to each other that:

a. It has full legal power, capacity and authority to execute, deliver and perform this Agreement and to consummate and perform the obligations stated herein.

b. The execution and delivery of this Agreement and the performance of the obligations stated herein have been duly and validly authorized, and no other proceedings are necessary to authorize the execution and delivery of this Agreement or the performance of the obligations set forth herein.

c. This Agreement constitutes a valid and legally binding obligation of the Parties, enforceable against it in accordance with its terms and conditions, except as such obligations and their enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium and other similar laws affecting the enforcement of creditors' rights generally.

d. The execution, delivery and performance of this Agreement, or the performance of the obligations stated herein, will not (i) violate any provision of its charter or other organic document; (ii) require the UPRM or CARICOOS to obtain any consent, approval or action of, or make any filing with or give any notice to, any governmental body or any other person, except for filing of the Agreement with the Office of the Comptroller of Puerto Rico; (iii) violate, conflict with or result in the breach of any of the terms of, result in a material modification of the effect of, or otherwise cause the termination of or give any other contracting party to a contract the right to terminate, or constitute (or with notice or lapse of time or both constitute) a default under any contract to which the UPRM or CARICOOS is a party or by or to which any of their respective properties may be bound or subject, or result in the creation of any lien upon the properties of the UPRM or CARICOOS pursuant to the terms of any such contract in such a way as would have a material adverse effect upon the Parties or its business, operations, or activities; (iv) violate any order of any governmental body against, or binding upon, the UPRM or CARICOOS or upon their respective properties or businesses, operations, or activities; (v) violate any law of any governmental body; or (vi) violate or result in the revocation or suspension of any license or permit in such a way as would have a material adverse effect upon the Parties.

3.2 **Covenants of the UPRM.** During the term of this Agreement, the UPRM agrees to:

a. Maintain all of its structures, equipment and other tangible assets used and necessary for the performance of any collaboration in good repair, order and condition, except for depletion, depreciation and ordinary wear and tear;

b. Maintain all of its facilities related to any collaboration under this Agreement in reasonably good working condition, with all necessary equipment suitable for its intended use;

c. Comply with all laws, rules, regulations and orders applicable to the UPRM and CARICOOS and the operation of their respective businesses and activities; and

d. Maintain all licenses, permits or other authorizations required to be maintained for the performance of any collaboration under this Agreement.

ARTICLE IV TERM AND TERMINATION

4.1 **Term.** This Agreement shall be effective as of the Effective Date, and shall continue in effect until 5 years or if terminated with 30 days' written notice by either Party as stated below in clause 4.2.

4.2 **Termination.** Either Party may terminate this Agreement by giving 30 days' written notice to the other Party. The foregoing notwithstanding, if CARICOOS reasonably determines that UPRM actions under this Agreement may jeopardized CARICOOS's tax-exempt status, CARICOOS may terminate this Agreement immediately upon notice to the UPRM.

4.3 **Effect of Termination.** Upon the termination of this Agreement, the UPRM shall deliver to CARICOOS copies of all written data and information which is related to the ongoing business, operations and activities of CARICOOS, or which was generated by or for CARICOOS in connection with the performance of the services or collaborations during the term hereof, except to the extent any such data has previously been delivered to CARICOOS.

ARTICLE V MISCELLANEOUS

5.1 **Notices.** All notices, demands, requests, or other communications which may be or are required to be given, served, or sent by any Party to any other Party pursuant to this Agreement shall be in writing and shall be hand-delivered or mailed by first-class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by facsimile transmission, addressed as follows:

	UPRM	CARICOOS
Address:	Call Box 9000 Mayaguez PR 00681-9000	
Fax:	N/A	
Attention:	R&D Center Director	Chairperson of the Board of Directors

Each Party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served or sent. Each notice, demand, request, or communication which shall be hand-delivered, mailed, or transmitted by facsimile

transmission in the manner described above, shall be deemed sufficiently given, served, sent, received or delivered for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, or the answer back being deemed conclusive, but not exclusive, evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

5.2 **Relationship of the Parties.** Nothing in this Agreement shall be construed to create a partnership or joint venture between the UPRM and CARICOOS for any purpose, and it is expressly agreed that, in performing its obligations hereunder, the UPRM shall have the relationship of an independent contractor with respect to CARICOOS.

5.3 **Assignment.** This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and permitted assigns, but neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned by any Party hereto without the prior written consent of the other party.

5.4 **Indemnity** Each of the parties consents to hold harmless and exonerate the other party from responsibility in the case of any judicial or extrajudicial claim, and to provide indemnity for damages and/or mental or moral anguish that may be suffered by any person or legal entity, when said damages are alleged to have been caused by the negligent, reckless, and/or culpable actions, conduct, or omissions of each party, its agents or employees, when such damages shall have occurred totally or partially during the realization of this Agreement.

5.5 **Liabilities.** Neither the parties shall assume any liabilities to each other. As to liability to each other the parties do not waive any defense as a result of this Agreement. Likewise, this provision shall not be construed to limit the parties' rights, claims or defenses which arise as a matter of law pursuant to any provisions of this Agreement. Additionally, this agreement shall not be construed to limit the sovereign immunity of the Government of Puerto Rico and the University of Puerto Rico, as applicable.

5.6 **Governing Law.** This Agreement and all issues arising hereunder shall be governed by, construed under, and enforced in accordance with the laws of the Commonwealth of Puerto Rico without giving effect to the principles of conflict of laws therein.

5.7 **Venue.** All actions or proceedings arising in connection with this Agreement shall be tried and litigated in, and each Party hereby submits to the exclusive jurisdiction of, the courts of the Commonwealth of Puerto Rico and the Federal court located in San Juan, Puerto Rico.

5.8 **Additional Actions and Documents.** Each of the Parties hereto agrees to take or cause to be taken such further actions, to execute and deliver or cause to be executed and delivered such further documents and instruments, and to use its best efforts to obtain such consents as may be necessary or desirable in order to effectuate fully the purposes, terms and conditions of this Agreement.

5.9 **Severability.** If any part of any provision of this Agreement is declared invalid by a court of competent jurisdiction, this Agreement shall be construed as if such part did not exist, and the balance hereof shall be given full force and effect.

5.10 **Force Majeure.** In the event that the performance of the obligations under this Agreement are impeded by reason of Force Majeure, the parties shall be released from their obligations and neither party shall be responsible for any damage sustained and have no further recourse against the other party. Force Majeure shall mean accident before and after the installation of the equipment, fire, earthquake, hurricane, flood, Act of God or natural disaster, epidemics or pandemics, nuclear explosions, strike, work stoppages, or other labour disturbance, riots or civil commotions, vandalism, war or other act of any nation, terrorism, power of government, or government agency, or any other cause which is beyond the control of the parties.

5.11 **No Third-Party Beneficiaries.** The Parties agree that this Agreement is for the benefit of the Parties hereto only and is not intended to confer any rights or benefits on any third party, including any employee of any of the Parties, and that there are no third-party beneficiaries to this Agreement or any part or specific provision of this Agreement.

5.12 **Execution in Counterparts.** To facilitate execution, this Agreement may be executed in as many counterparts as may be required; and it shall not be necessary that the signatures of, or on behalf of, each party, or that the signatures of all persons required to bind any Party, appear on each counterpart; but it shall be sufficient that the signature of, or on behalf of, each Party, or that the signatures of the persons required to bind any Party, appear on one or more of the counterparts. All counterparts shall collectively constitute a single agreement. It shall not be necessary in making proof of this Agreement to produce or account for more than a number of counterparts containing the respective signatures of, or on behalf of all of the parties hereto.

5.13 **Entire Agreement.** This Agreement, including other writings referred to herein or delivered pursuant hereto, constitutes the entire agreement of the Parties with respect to the transactions contemplated herein, and it supersedes all prior oral or written agreements, commitments or understandings with respect to the matters provided for herein.


5.14 **Amendments.** No amendment, modification or discharge of this Agreement shall be valid or binding unless set forth in writing and duly executed by the Party against whom enforcement of the amendment, modification, or discharge is sought.

5.15 **Registry.** No service shall be rendered or received based on the terms of this agreement until it is presented for registry in the Office of the Controller of the Commonwealth of Puerto Rico according to Law No. 18, dated October 30, 1975.


[signatures in the following page]

IN WITNESS WHEREOF, each Party has caused this Agreement to be duly executed and delivered by its officer thereunto duly authorized as of the Effective Date.


**UNIVERSITY OF PUERTO RICO,
MAYAGUEZ CAMPUS**

By: 
Name: John Fernández Van Cleve
Title: Chancellor *pkc*
EIN: 66-0433761

**CARIBBEAN COASTAL OCEAN
OBSERVING SYSTEM, INC.**

By: 
Name: Ruperto Chaparro Serrano
Title: President & Chairperson
EIN: 66-0842495

Recommended by:


Marisol Vera Colón, Ph.D
Director *pkc*
R&D Center
UPRM

(iii) ensure the adequacy of financial disclosures and internal controls. The Treasurer of CARICOOS shall be an ex-officio member of this committee.

6.4 *Program Committees.* Program Committees are authorized by the Board of the Directors and serve at the pleasure of, and report to, the Executive Director. These committees may handle operational or management issues and serve in either advisory or functional roles for the Executive Director. Reports on the activities of program committees are provided to the Board of Directors through the Executive Director. At a minimum, the following Program Committees shall be established by the Board of Directors:

- a. Data Management and Communications Committee (DMAC). This committee will oversee development of the data management and communications component of CARICOOS and ensure its alignment with the IOOS DMAC Plan.
- b. Education and Outreach Committee. This committee is the primary body to provide guidance and assistance to CARICOOS in matters of education, outreach and public awareness.
- c. Observing System Committee. This committee shall aid in the technical and scientific development of CARICOOS observations. It will be responsible for the development of standards, QA/QC procedures, consideration of and recommendations on technology improvements necessary to meet present and future needs, and development of requirements for scientific research and pilot projects. It shall have members that are experts in various fields of ocean observing.
- d. Products and Services Committee. This committee shall be responsible for identifying the products and services necessary to meet the requirements of CARICOOS user community. It shall define the initial user input and feedback processes and develop the products and distribution mechanism.

ARTICLE VII

Chairperson; Executive Officers

7.1 *Executive Officers; Election; Qualifications; Term of Office; Resignation; Removal; Vacancies.* The Board of Directors may elect or appoint a Chairperson of the Board of Directors, a President, one or more Vice-Presidents, a Secretary, one or more Assistant Secretaries, a Treasurer, one or more Assistant Treasurers, and such other officers as they may determine. Except for the Chairperson of the Board of Directors, any such offices of the Corporation may but need not be held by a Director. Any two or more offices may be held by the same person except the office of President and Secretary.

The Board of Directors shall have power to appoint such other officers and agents as the board may deem necessary for the transaction of the business of CARICOOS. Unless otherwise provided in these Bylaws, or in a resolution of the Board of Directors, each such officer shall hold office until the Annual Meeting of the Board of Directors next succeeding his or her election, and until his or her successor is elected and qualified or until his earlier resignation or removal. Any officer may resign at any time upon written notice to the Corporation. The Board of Directors may remove any officer with or without cause at any time, but such removal shall be

without prejudice to the contractual rights of such officer, if any, with the Corporation. Any vacancy occurring in any office of the Corporation by death, resignation, removal or otherwise may be filled for the unexpired portion of the term by the Board of Directors at any Regular or Special meeting.

7.2 *Powers and Duties of Executive Officers.* The officers of CARICOOS shall have, in the management of the Corporation, the powers and duties prescribed in these Bylaws and such other powers and duties as may be prescribed by resolution of the Board of Directors and, to the extent not so provided, as generally pertain to their respective offices, subject to the control of the Board of Directors. The Board of Directors may require any officer, agent or employee to give security for the faithful performance of his duties.

7.3 *Chairperson of the Board.* The Chairperson of the Board of Directors shall be selected by the Board of Directors from among its members. The Board of Directors may elect a Vice-Chairperson of the board from among its members. The Chairperson or in his or her absence the Vice-Chairperson, if any, shall preside over all meetings of the Board of Directors. The Chairperson shall be an ex-officio member of all Committee meetings, and will have the discretion to be a voting member and, if so, will be counted in the quorum of such meetings.

7.4 *President; Chief Executive Officer.* The President shall be the Chief Executive Officer of CARICOOS and, shall have, subject to the control of the Board of Directors, general charge and supervision of the affairs of the Corporation; he or she may sign and execute in the name of the Corporation, all deeds, mortgages, bonds, contracts or other instruments duly authorized by the Board of Directors; and shall have and perform such other duties, as from time to time may be assigned to him or her by the Board of Directors.

7.5 *Vice-President.* During the absence or disability of the President of the Corporation, the Vice-President, or, if there be more than one, the Executive Vice-President shall have all the powers and functions of the President. The Vice-President shall perform such duties as may be prescribed by the Board of Directors or the Chairperson from time to time.

7.6 *Secretary.* The Secretary shall keep the minutes of all meetings of the Board of Directors and of the members, in books provided for the purpose; he or she shall see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; he or she shall be custodian of the records of the Corporation; shall see that the corporate seal is affixed to all documents as may be necessary; and, shall perform all duties incident to the office of a secretary of a corporation and such other duties as from time to time may be assigned to him or her by the Board of Directors or the Chairperson.

7.7 *Treasurer.* The Treasurer, subject to the direction of the Board of Directors, shall have charge of and be responsible for all funds, securities, receipts and disbursements of the Corporation, and shall deposit or cause to be deposited in the name of the Corporation, all moneys or other valuable effects in such banks, trust companies or other depositories as shall from time to time be designated by the Board of Directors; he or she shall render to the Chairperson and to the Board of Directors, whenever requested, an account of the financial condition of the Corporation, and in general, he or she shall perform all the duties incident to the

office of the treasurer of a corporation, and such other duties as may be assigned to him or her by the Board of Directors or the Chairperson.

7.8 *Compensation.* Officers shall receive no compensation, either directly or indirectly, for performance of their duties as Officers of CARICOOS, unless reasonable compensation is unanimously approved Board of Directors subject to any guidelines or restrictions applicable to not for profit corporations. The Officers may be reimbursed for any reasonable expenses, disbursements or liabilities made or incurred by such person for or on account of the Corporation directly related to their duties as Officers.

ARTICLE VII

Executive Director; Staff

8.1 *Executive Director.* The position of Executive Director shall be established by the Board of Directors, based on an approved job description. The Executive Director may, but need not be, the President or Chief Executive Officer of CARICOOS. The Executive Director has day-to-day responsibilities for the organization, including carrying out the organization's goals and policies. The Executive Director shall attend all meeting of the Board of Directors, report on the progress of the organization, answer questions of the Board of Directors, and carry out other duties as proscribed. The Executive Director serves at the pleasure of the Board of Directors. He or she shall also report to the President, if not the same person.

8.2 *Staff.* The Board of Directors may establish additional staff positions based on the requirements of CARICOOS to fulfill its mandate. The Executive Director shall prepare and submit for approval of the Board of Directors all job descriptions for such positions. The Executive Director shall be responsible for advertising, interviewing, hiring, supervising, and evaluating all CARICOOS staff, with guidance of the Board of Directors.

8.3 *Compensation.* The salary of the Executive Director and Staff, if any, shall be fixed from time to time by resolution of the Board of Directors. In all cases, any salaries received by the Executive Director shall be reasonable following guidelines applicable to not for profit corporations and given in return for services actually rendered to or for the Corporation.

ARTICLE IX

Indemnification

9.1 CARICOOS shall have power to indemnify any person who was or is a party or is threatened to be made a party to any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that the person is or was a Director, Officer, employee or agent of CARICOOS, or is or was serving at the request of CARICOOS as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise, against expenses (including attorneys' fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with such action, suit or proceeding



CARICOOS

April 20, 2016

Dr. John Fernández Van Cleve
Chancellor
University of Puerto Rico
Mayagüez Campus

Dear doctor Fernández Van Cleve:

As previously discussed, I here include for your consideration and signature the Memorandum of Agreement between the University of Puerto Rico (UPRM) and the Caribbean Coastal Ocean Observing System, Inc. (CARICOOS, Inc.).

Respectfully,

Julio M. Morell, MS
Executive Director
Advancing CariCOOS Project

VoBo: Marisol Vera, PhD
Director
Research and Development Center

VoBo: John Fernández Van Cleve
Chancellor
University of Puerto Rico-Mayagüez