

**BY-LAWS OF  
CARIBBEAN COASTAL OCEAN OBSERVING SYSTEM, INC.  
Incorporated January 20, 2009**

ARTICLE I

Memorandum of Agreement

1.1. *Memorandum of Agreement.* The Caribbean Coastal Ocean Observing System, Inc. (hereinafter referred to as the "Corporation" or "CariCOOS"), previously named Caribbean Regional Association for Ocean Observing, Inc. ("CaRA"), was originally 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 "Memorandum"), a copy of which is attached to these Bylaws as its **Exhibit I** and incorporated herein by reference.

1.2. *General Override.* The Memorandum shall remain in full force and effect and serve as an organizational document of CariCOOS; provided, however, that any terms and conditions of said Memorandum that contradict or are inconsistent with the provisions of these Bylaws, the Articles of Incorporation of CariCOOS or the applicable provisions of the Puerto Rico General Corporations Act, as amended (the "Act") shall be deemed automatically revised or amended so as to be consistent with these Bylaws and the Articles of Incorporation, or if such revision or amendment is not possible, shall automatically become null and void.

ARTICLE II

Name, Registered Office & Purpose

2.1 *Name.* The name of this organization shall be Caribbean Coastal Ocean Observing System, Inc. This organization shall be a non for profit organization incorporated under the laws of Puerto Rico.

2.2 *Registered Office.* The registered office of CariCOOS shall be established and maintained as set forth in the Articles of Incorporation and the Corporation shall itself be the registered agent in charge thereof. CariCOOS, however, may have other offices, either within or outside Puerto Rico, at such place or places as the Board of Directors may from time to time appoint or the business of the Corporation may require.

2.3 *Not for Profit.* CariCOOS is organized and shall be operated exclusively for charitable, scientific, literary and/or educational purposes within the meaning of § 501(c)(3) of the United States Internal Revenue Code of 1986 (the "US Code"); §1101.01(a)(2) of the Puerto Rico Internal Revenue Code of 2011 (the "PR Code"), as now in effect or as may hereafter be amended (collectively, the "Codes").

CariCOOS is committed to: (i) providing integrated, remotely-sensed, forecasted and in situ information about the Caribbean coastal region and related ecosystems for timely use by a diverse range of stakeholders, including federal and state agencies, researchers, the maritime sector, industries, educators, and others seeking to know current and foreseeable ocean conditions, to understand this coastal environment, to manage ocean and littoral resources, and to develop commercial uses of marine resources, data, and information; (ii) helping to anchor a national ocean observing system; (iii) developing new sensor technologies; and (iv) stimulating innovation by supporting new and expanded business opportunities in such areas as, but not limited to, energy, ocean and coastal engineering, information technology, and living marine resources.

2.4 *Geographic Extent.* The geographic extent of the Caribbean Regional Association is the coastal zone and the Exclusive Economic Zone (EEZ) in the region of Puerto Rico, the U.S. Virgin Islands and the Navassa Island (the “Caribbean Region”).

2.5 *Purpose.* The purpose of CariCOOS is to:

- a. Represent the interests of those that use, depend on, study and manage coastal resources and related environments in the Caribbean Region;
- b. Be a legal entity and fiscal agent with final responsibility for acceptance and expenditure of funds according to the funding agency of the funds, insurability, and the ability to enter into enforceable contracts;
- c. Be a partnership or consortia of data providers and users from state and federal agencies, private industry, non-governmental institutions, and academia;
- d. Provide a means by which the Regional Association and the public at large benefit from and contribute to the development and sustained operation of an integrated ocean observing system for the open ocean (to the EEZ boundary), coastal ocean, and the region’s estuaries;
- e. Ensure continued and routine flow of data and information and the evolution of the Regional Association to adapt to the needs of user groups and the timely incorporation of new technologies and understanding based on these needs.
- f. Implement and comply with any and all elements required for certification as a Regional Information Coordination Entity (“RICE”) under the Integrated Coastal and Ocean Observation Act of 2009, as amended (the IOOS Act”) and regulations promulgated thereunder.;

2.6 *Non-Partisan Activities.* CARICOOS shall be non-partisan. No part of the activities of CARICOOS shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and CARICOOS shall not participate in, or intervene in (including the publishing or distribution of statements) any political campaign on behalf of or in opposition to any candidate for public office.

2.7 *Prohibition against Private Inurement.* No part of the net earnings, properties or assets of CARICOOS, on dissolution or otherwise, shall inure to the benefit of, or be distributable to any director, officer and/or member of the Corporation, or any other private person or individual; provided, however, that the Corporation shall be authorized and empowered to pay reasonable

compensation for services rendered to or for the Corporation and to make payments and distributions in furtherance of its purposes and goals.

2.8 *Powers.* CARICOOS shall have and enjoy all the powers granted to not for profit corporations under the laws of Puerto Rico and the United States of America, including, without limitation, the powers granted under the Puerto Rico General Corporation Law, as now in effect and as amended from time to time, together with the power to solicit grants and contributions for the furtherance of its purposes and goals.

Notwithstanding the foregoing statement, CARICOOS shall not engage in any activity, which is not permitted to be engaged in:

- a. by a corporation exempt from United States of America and/or Puerto Rico income tax under §501(c)(3) of the US Code and/or §1101.01(a)(2) of the PR Code;
- b. by a corporation, contributions to which are deductible under the US Code and/or the PR Code; or
- c. by a public charity described in §509(a)(1), (2) or (3) of the US Code.

2.9 *Assets.* The properties and assets of CARICOOS are irrevocably dedicated to scientific and educational purposes. In the event of dissolution or final liquidation of CARICOOS, the Board of Directors shall, after paying or making provision for the payment of all of the liabilities and obligations of the Corporation and for necessary expenses thereof, dispose all of the remaining assets and property of CARICOOS exclusively for the purpose of CARICOOS in such manner, or to such organization or organizations organized and operated exclusively for charitable, scientific, literary and/or educational purposes as shall at the time qualify as an exempt organization or organizations under §501(c)(3) of the US Code and/or §1101.01(a)(2) of the PR Code, as the Board of Directors shall determine, or shall be distributed to the federal government, or to a state or local government, for a public purpose. In no event shall any of such assets or property be distributed to any member, director or officer, or any private person or individual.

### ARTICLE III

#### Membership

3.1 *Initial Members.* All of the persons and entities who have adopted the Memorandum as of the date of approval of this Bylaws shall be the initial members of CARICOOS; provided, however, that each of such members shall meet and comply with the membership categories and requirement set forth herein to continue to enjoy their respective memberships. A list of such initial members by categories is set forth on **Exhibit II** attached hereto and incorporated herein by reference.

3.2 *Membership Categories.* To facilitate organizational diversity and broad membership among all sectors, whether public or private or from diverse geographies, different categories of membership of CARICOOS are hereby established. The rights and privileges of each of such

categories of membership are as defined in these Bylaws. CARICOOS shall have three (3) different classes of membership: (i) the “Institutional Membership”; (ii) the “Individual Membership”; and (iii) the “Affiliate Membership”.

- a. Institutional Members. Any “organization” (as defined below) substantially engaged in the collection, delivery, or use of coastal and/or ocean observing data or information. Such class of members shall enjoy the following rights and/or privileges:
  - i. Full membership voting rights.
  - ii. Eligibility for nomination and election to the Institutional and At-Large Board of Directors seats.
- b. Individual Members. Any individual engaged in the collection, delivery or use of coastal and/or ocean observing data or information. Individual membership allows for CARICOOS participation by individuals operating as sole proprietorships and individuals who are unable to act on behalf of, or represent, their full “organization”.
  - i. Full membership voting rights.
  - ii. Eligibility for nomination and election to the At-Large Board of Directors seat.
- c. Affiliate Member. Any “organization” that would otherwise qualify as an Institutional Member, but whose ability to officially join CARICOOS is constrained in some way or an individual that would otherwise qualify as an Individual Member, but prefers to have a passive role in CARICOOS without any voting right. Affiliate membership is determined on a case by case basis by the Board of Directors. Affiliate members (i) do not have voting rights, and (ii) may be eligible for nomination and election by the Board of Directors to serve as non-voting, ex-officio members of the Board of Directors.

For purposes of membership eligibility, the term “organization” is defined as a(n): (i) business entity, firm, or corporation (other than sole proprietorship) which has been in business for a minimum of one (1) year; (ii) academic institution; (iii) federal, state, regional, or local government entity; (iv) non-profit corporation or entity that has been in existence for a minimum of one (1) year; or (v) legally-sanctioned association, council, or consortium that has been in existence for a minimum of one (1) year. Such “organizations” shall appoint and designate an individual to represent and act on its behalf on any and all matters related to CARICOOS.

3.3 *Other Membership Rights.* All members, including Affiliated Members, shall have the right to attend open meetings of CARICOOS and may contribute and participate in discussions relating to the activities, plans and organization of CARICOOS. All of the meetings of CARICOOS, including committee meetings, are open unless expressly noticed as being closed.

3.4 *Membership Dues or Fees.* The Board of Directors shall have the right to set membership fees or dues per class of membership. Unless otherwise agreed by the Board of Directors, the requirement of payment of fees or dues as a condition to membership of any given class shall apply only to future or new members. Consequently, any member, notwithstanding the class of membership, of the Corporation prior to the approval by the Board of Directors of any

membership fee or due shall remain a member without the need of any such payment requirement. Failure to pay the fees or dues by any member, if applicable, will result in the loss of voting rights and eligibility for nomination and election to any of the applicable seats of the Board of Directors.

3.5 *Admission of New Members.* Subject to the eligibility requirements provided above, an individual or organization interested in becoming a member of CARICOOS must execute an accession document or membership form agreeing to be bound by the Articles of Incorporation, the Memorandum and these Bylaws, as amended from time to time, and pay any membership dues or fees, if applicable. The Board of Directors reserves the right to review and audit the membership forms or accession documents executed by its members. The Board of Directors may deny admission to CARICOOS or modify the class of membership of its members in order to guaranty full compliance of the membership eligibility requirements established in these Bylaws.

3.6 *Certificates of Membership.* The Board of Directors may, but need not, issue certificates evidencing the membership in CARICOOS.

3.7 *Resignation / Termination of Membership.* Any member may resign by filing a written letter of resignation with the Chairperson of the Board of Directors of CARICOOS. The resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery to CARICOOS. Unless otherwise specified in such notice, the resignation need not be accepted by CARICOOS to become effective. A member can have their membership terminated for cause by a majority vote of either the Board of Directors or the voting membership.

3.8 *Voting Right.* Subject to the restrictions per categories of membership set forth in Section 3.2 above, voting is limited to one vote per “organization” under the Institutional Membership and one vote per individual under the Individual Membership. Affiliated Members do not have voting rights.

3.9 *Additional Classes of Membership.* The Board of Directors shall have the authority to establish and define additional voting or non-voting categories of membership of CARICOOS, as may be determined to promote organizational diversity and broad membership of CARICOOS among all sectors, whether public or private.

3.10 *Proxys.* Except for Institutional Members that may delegate or appoint a substitute individual representative of the “organization”, all matters of CARICOOS in which a member may participate cannot be delegated by proxy or any other kind of power or authorization, except to other bonafide member and limited to one (1) proxy per member.

#### ARTICLE IV

##### Meeting of Members; CARICOOS Voting Procedures

4.1 *Annual Membership Meetings.* A meeting of the members shall take place annually. The specific date, time, and location of which will be determined by the Board of Directors. At the

annual meeting, the members shall (i) elect the directors, subject to the membership voting restrictions set forth in Article III above; and (ii) receive reports on activities from the CARICOOS Board of Directors, staff, committees, and others.

4.2 *Special Membership Meetings.* The Chairperson, a simple majority of the Board of Directors or members accounting for over thirty three percent (33%) of the voting membership of CARICOOS may call special meetings of the members. Such a meeting shall be limited to discussion of events and activities that are time critical and cannot be delayed so as to coincide with a planned/scheduled meeting of the membership.

4.3 *Location of Membership Meetings.* Any Annual or Special Meeting of members may be held at such place within or outside Puerto Rico as the Board of Directors may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event members are entitled to call or convene a Special Meeting in accordance with law, then, in such event, such meeting shall be held at the principal office of the Corporation.

4.4 *Notice of Meetings.* Written notice stating the place, day and hour of the meeting shall be given by the Secretary of CARICOOS for all meetings. Notice for an Annual Meeting shall state that the meeting is being called for the election of directors and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. Notice of Meetings shall be given by email or written notice delivered personally or mailed not less than 10 days nor more than 50 days before the date of the meeting, to each member at his address recorded on the records of the Corporation, or at such other address which the member may have furnished in writing to the Secretary of CARICOOS. Any meeting of members may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any member who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a member in person at the meeting without protesting the lack of notice of a meeting shall constitute a waiver of notice by such member.

4.5 *Quorum.* At any meeting of the members, a majority of the voting membership shall constitute a quorum for the consideration of any matter to be considered at the meeting, but a less number may adjourn any meeting from time to time, and the meeting may be held as adjourned without further notice. The withdrawal of any member after the commencement of a meeting shall have no effect on the existence of a quorum, after a quorum has been established at such meeting.

4.6 *Voting.* When a quorum is present at any meeting, a simple majority of the voting membership present thereat, except where a larger vote is required by law, by the Articles of Incorporation, or by these Bylaws, shall decide any question or matter brought before such meeting.

4.7 *Action By Consent Without Meeting.* Unless otherwise provided by the Article of Incorporation, the Memorandum or these Bylaws any action required to be taken at any Annual or Special meeting of members, or any action which may be taken at any Annual or Special meeting, may be taken without a meeting, without prior notice and without a vote, if a consent in writing, setting forth the action so taken, shall be signed by the members having not less than the minimum number of votes that would be necessary to authorize or take such action at a meeting in they were entitled to vote thereon were present and voted. Prompt notice of the taking of the corporate action without a meeting by less than unanimous written consent shall be given to those members who have not consented in writing. An electronic transmission consenting to an action to be taken and transmitted by a member shall be deemed to be written, signed and dated for the purposes of this section provided that such electronic transmission sets forth information from which the Corporation can determine that the electronic transmission was transmitted by the member and the date on which the member transmitted such electronic transmission. The date on which such electronic transmission is transmitted shall be deemed the date on which such consent was signed. No consent given by electronic transmission shall be deemed delivered until reproduced in paper and delivered to the Corporation at its registered office, its principal place of business or an officer having custody of the record book of member meetings in the manner provided by the Board of Directors.

4.8 *Procedures.* All business of the corporation and its membership shall proceed according to procedures as approved by the Board of Directors. In the absence of specifically defined procedures, the latest version of Robert's Rules of Order shall govern procedures.

4.9 *Chairperson and Secretary of Meeting.* The Chairperson, shall preside at meetings of the members. The Secretary shall act as secretary of the meeting or if he or she is not present, then the presiding officer may appoint a person to act as secretary of the meeting.

## ARTICLE V

### Board of Directors

5.1 *Management of CARICOOS; Power of Directors.* The property, business and affairs of CARICOOS shall be managed by its Board of Directors, which may exercise all the powers of the Corporation except such that are by law, the Articles of Incorporation, the Memorandum and these Bylaws required to be exercised or done by the members. Without limiting the generality of the foregoing, the Board of Directors shall elect the officers of CARICOOS and shall cause a full report concerning the affairs of CARICOOS to be rendered at the Annual Meeting of the members.

All of the powers and authority conferred on the members of the Board of Directors shall be enjoyed and exercised for the prudent furtherance and promotion of the purposes and objectives of CARICOOS.

5.2 *Number; Qualifications.* The Board of Directors will be composed of not more than fifteen (15) individuals. The number of filled seats of the Board of Directors shall at all times an

odd number. The compositions of the members of the Board of Directors shall be determined as follows:

- a. Institutional Member Seats. At least two-thirds shall be seats available to Institutional Members. Candidates for such vacancies shall be elected by the majority vote of the voting membership of CARICOOS. Such seats shall be allocated among the following sectors, including, without limitation, individuals from adjacent regions/nations and intra-regional representatives:
  - i. Industry/Private Sector;
  - ii. Academic/Research/Education Sector; and
  - iii. Public Agencies/Non-Profit/Other Sectors.
- b. At-Large Seats. Up to one-third of all seats shall be available to any CARICOOS member, including Individual Members. Candidates for such vacancies shall be elected by the majority vote of the voting membership of CARICOOS.
- c. Transitory Board of Director. Notwithstanding anything to the contrary in these Bylaws, from the date of effectiveness of these Bylaws until the next Annual Meeting of the members, the Board of Directors of CARICOOS shall be comprised of the current members of its Stakeholder Council as set forth on **Exhibit III** attached hereto and incorporated herein by reference.

5.3 *Terms of Service.* The members of the Board of Directors will be elected to staggered three year terms so that at least five (5) seats shall become vacant each year. Members of the Board of Directors are allowed to stand for re-election without any constrain related to prior consecutive terms served. Each member of the Board of Directors shall hold office until his or her successor is elected and qualified or until such director's earlier resignation or removal.

5.4 *Resignation; Removal; Vacancies.* Vacancies on the Board of Directors shall exist upon (i) the death, declared mentally incompetent or disabled, resignation or removal of any Director; or (ii) whenever the number of authorized Directors is increased.

- a. Resignation. Any member of the Board of Directors may resign at any time by filing a written letter of resignation with the Chairperson, President, Secretary or the Board of Directors. The resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery to CARICOOS. Unless otherwise specified in such notice, the resignation need not be accepted by CARICOOS to become effective.
- b. Removal. Any member of the Board of Directors may be terminated from such office due to excess absences or consistent lack of participation in the ongoing business or matters of the Board of Directors. A member of the Board of Directors may be removed for cause by a majority vote of the Board of Directors in which a quorum is present.
- c. Vacancies. Unless otherwise prohibited by law, the Articles of Incorporation, the Memorandum or these Bylaws, vacancies on the Board of Directors may be filled by approval of the remaining Directors following the criteria or categories of Directors



set forth in Section 5.2 above. If the number of Directors then in office is less than a quorum, a vacancy on the Board of Directors may be filled by approval of the majority of Directors then in office or by a sole remaining Director. A person elected to fill a vacancy on the Board of Directors shall office until the next election of the Board of Directors or until his or her earlier resignation or removal from office.

5.5 *Annual Meetings.* The Annual Meeting of the Board of Directors shall be held following the Annual Meeting of the members of CARICOOS.

5.6 *Regular Meetings.* Regular meetings of the Board of Directors may be held without call or formal notice and at such times as the Board of Directors may from time to time determine.

5.7 *Special Meetings.* Special meetings of the Board of Directors may be held whenever called by the Chairman, or by the Secretary on request in writing of the majority of the members of the Board of Directors. At special meetings, only those matters for which the meeting was called, as stated in the notice, may be acted upon unless all of the members of the Board of Directors are present at the meeting and consent to take action on other matters.

5.8 *Telephonic or Videoconference Meetings Permitted.* Members of the Board of Directors, or any committee designated by the Board of Directors, may participate in a meeting thereof by means of conference telephone, teleconference, video conference or similar communications equipment by means of which all persons participating in the meeting can at least hear each other, and participation in a meeting pursuant to these Bylaws shall constitute presence in person at such meeting.

5.9 *Place of Meetings.* Any Annual, Regular or Special Meeting of the Board of Directors may be held at such place within or outside Puerto Rico as the Board of Directors may from time to time fix. In the event the Board of Directors shall fail to fix such place or time, or in the event of a Special Meeting convene by the Directors, then, in such event, such meeting shall be held at the principal office of the Corporation.

5.10 *Notice of Meetings.* Written notice stating the place, day and hour of the meeting shall be given by the Secretary of CARICOOS for all Annual and Special Meetings. Notice for an Annual Meeting shall state that the meeting is being called for the election of the officers and for the transaction of such other business as may properly come before the meeting. Notices of Special Meeting shall state the purpose or purposes for which the meeting is called. Notice of Meetings shall be given by email or written notice delivered personally or mailed not less than 10 days nor more than 50 days before the date of the meeting, to each Director at his or her address recorded on the records of the Corporation, or at such other address which the Director may have furnished in writing to the Secretary of CARICOOS. Any meeting of the Board of Directors may be adjourned from time to time. In such event, it shall not be necessary to provide further notice of the time and place of the adjourned meeting if announcement of the time and place of the adjourned meeting is given at the meeting so adjourned. In the event the Board of Directors fixes a new record date for an adjourned meeting, a new notice shall be given, in the same manner as herein provided. No notice need be given to any Director who executes and delivers a Waiver of Notice before or after the meeting. The attendance of a Director in person at

the meeting without protesting the lack of notice of a meeting shall constitute a waiver of notice by such Director.

5.11 *Quorum; Vote Required for Action.* At all meetings of the Board of Directors a majority of the whole Board of Directors shall constitute a quorum for the transaction of business. Except in cases in which the Articles of Incorporation, the Memorandum, these By-Laws or any policy adopted by the Board of Directors otherwise provide, the vote of a majority of the Directors present at a meeting at which a quorum is present shall be the act of the Board of Directors. Each Director shall be entitled to one vote. In the absence of a quorum, the Directors present by a majority vote may adjourn the meeting until a quorum shall attend. At any further meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the meeting as originally notified.

5.12 *Conduct of Meetings.* Meetings of the Board of Directors shall be presided over by the Chairperson or, if he or she is not present, by the Vice Chairperson, if any, or in their absence by a chairperson chosen at the meeting. The Secretary shall act as secretary of the meeting, but in his or her absence the chairperson of the meeting may appoint any person to act as secretary of the meeting.

5.13 *Informal Action by the Directors.* Unless otherwise restricted by the Articles of Incorporation, the Memorandum or these By-Laws, any action required or permitted to be taken at any meeting of the Board of Directors, or of any committee thereof, may be taken without a meeting if all members of the Board of Directors or such committee, as the case may be, consent thereto in writing, and the writing or writings are filed with the minutes of proceedings of the Board of Directors or such committee.

5.14 *Compensation.* Directors shall receive no compensation, either directly or indirectly, for performance of their duties as Directors of CARICOOS, unless reasonable compensation is unanimously approved Board of Directors subject to any guidelines or restrictions applicable to not for profit corporations. The Directors 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 Directors.

## ARTICLE VI

### Committees

6.1 *Committees.* The Board of Directors may, by resolution passed by a majority of the whole Board of Directors, designate one or more committees as may be necessary or desirable to conduct the affairs and further the purposes of CARICOOS. The Board of Directors may designate one or more Directors as alternate members of any committee, who may replace any absent or disqualified Director at any meeting of the committee. In the absence or disqualification of a member of the committee, the member or members thereof present at any meeting and not disqualified from voting, whether or not he or they constitute a quorum, may unanimously appoint another member of the Board of Directors to act at the meeting in place of any such absent or disqualified member. Any such committee, to the extent permitted by law

and to the extent provided in the resolution of the Board of Directors, shall have and may exercise all the powers and authority of the Board of Directors in the management of the business and affairs of this Corporation, and may authorize the seal of the Corporation to be affixed to all papers which may require it; provided, however, that no such committee shall have the power or authority to: (i) approve or adopt, or recommend, to the members any action or matter (other than the election or removal of Directors) expressly required by law to be submitted to the members for approval; or (ii) adopt, amend or repeal the By-Laws of the Corporation.

6.2 *Committee Rules.* Unless the Board of Directors otherwise provide, each committee designated by the Board of Directors may make, alter and repeal rules for the conduct of its business. In the absence of such rules each committee shall conduct its business in the same manner as the Board of Directors conducts its business pursuant to Article V of these Bylaws.

6.3 *Standing Committees.* Notwithstanding the above, CARICOOS shall have the following standing committees, whose powers, authorities and members shall be designated by resolution approved by the majority of the Board of Directors:

- a. Executive Committee - The primary purpose of the Executive Committee is to function and exercise the powers and authority of the Board of Directors when it is not in session. It is the general intention that all substantive matters in the ordinary course of business be brought before the full Board of Directors for action, but the Board of Directors recognizes the need for flexibility to act on substantive matters where action may be necessary between Board of Directors meetings which should not be postponed until the next previously scheduled meeting of the Board of the Board of Directors.
- b. Membership and Nominations Committee – The primary purpose of the Membership and Nominations Committee is to further develop and expand the membership of CARICOOS in order to strive for more organizational diversity and broad membership among all public or private sectors. Among other power or authorities granted by the Board of Directors, this committee shall accept nominations, screen prospective nominees and provide a slate of candidates to the members for approval.
- c. Governance Committee – The primary purpose of the Governance Committee is to oversee and review all compliance by CARICOOS, its members and the Board of Directors with the Articles of Incorporations, the Memorandum and theses Bylaws as well as ensure that they stay current and remain effective for the purpose and goals of the Corporation. Among other power or authorities granted by the Board of Directors, this committee shall (i) recommend and circulate proposed amendments to the Bylaws and other CARICOOS governance documents; (ii) review and make recommendations regarding membership eligibility; and (iii) review membership compliance and recommend any need of action to the Board of Directors.
- d. Finance and Audit Committee - The primary purpose of the Finance and Audit Committee is to oversee, review and make recommendations related to the financial

status and management of CARICOOS. Among other power or authorities granted by the Board of Directors, this committee shall (i) review financial budgets, reports, policies, decision and audits; (ii) identify and coordinate fund raising activities; and (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 CARICCOOS 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 depositaries 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 if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the CARICOOS, and, with respect to any criminal action or proceeding, had no reasonable cause to believe the person's conduct was unlawful. The termination of any action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, shall not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of CARICOOS, and, with respect to any criminal action or proceeding, had reasonable cause to believe that the person's conduct was unlawful.

9.2 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 or suit by or in the right of CARICOOS to procure a judgment in its favor 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) actually and reasonably incurred by the person in connection with the defense or settlement of such action or suit if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of CARICOOS and except that no indemnification shall be made in respect of any claim, issue or matter as to which such person shall have been adjudged to be liable to CARICOOS unless and only to the extent that the Courts of Puerto Rico or the court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all the circumstances of the case, such person is fairly and reasonably entitled to indemnity for such expenses which the Courts of Puerto Rico or such other court shall deem proper.

9.3 To the extent that a present or former Director or Officer of CARICOOS has been successful on the merits or otherwise in defense of any action, suit or proceeding referred to in sections 9.1 and 9.2 above, or in defense of any claim, issue or matter therein, such person shall be indemnified against expenses (including attorneys' fees) actually and reasonably incurred by such person in connection therewith.

9.4 Any indemnification under section 9.1 or 9.2 of this Article (unless ordered by a court) shall be made by CARICOOS only as authorized in the specific case upon a determination that indemnification of the present or former Director, Officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in sections 9.1 or 9.2 above. Such determination shall be made, with respect to a person who is a Director or Officer of CARICOOS at the time of such determination:

- a. By a majority vote of the Directors who are not parties to such action, suit or proceeding, even though less than a quorum; or
- b. By a committee of such Directors designated by majority vote of such Directors, even though less than a quorum; or

- c. If there are no such Directors, or if such Directors so direct, by independent legal counsel in a written opinion; or
- d. By the members of CARICOOS.

9.5 Expenses (including attorneys' fees) incurred by an Officer or Director of CARICOOS in defending any civil, criminal, administrative or investigative action, suit or proceeding may be paid by the corporation in advance of the final disposition of such action, suit or proceeding upon receipt of an undertaking by or on behalf of such Director or Officer to repay such amount if it shall ultimately be determined that such person is not entitled to be indemnified by CARICOOS as authorized in this section. Such expenses (including attorneys' fees) incurred by former Directors and Officers or other employees and agents of CARICOOS or by persons serving at the request of the corporation as Directors, Officers, employees or agents of another corporation, partnership, joint venture, trust or other enterprise may be so paid upon such terms and conditions, if any, as CARICOOS deems appropriate.

9.6 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall not be deemed exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any agreement or statute or regulation under federal or state law. A right to indemnification or to advancement of expenses arising under a provision of the Articles of Incorporation or these Bylaws shall not be eliminated or impaired by an amendment to such Articles of Incorporation or these Bylaws after the occurrence of the act or omission that is the subject of the civil, criminal, administrative or investigative action, suit or proceeding for which indemnification or advancement of expenses is sought, unless the provision in effect at the time of such act or omission explicitly authorizes such elimination or impairment after such action or omission has occurred.

9.7 CARICOOS shall have power to purchase and maintain insurance on behalf of any person who is or was a Director, Officer, employee or agent of CARICOOS, or is or was serving at the request of the corporation as a Director, Officer, employee or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against such person and incurred by such person in any such capacity, or arising out of such person's status as such, whether or not CARICOOS would have the power to indemnify such person against such liability under this Article.

9.8 The indemnification and advancement of expenses provided by, or granted pursuant to, this Article shall, unless otherwise provided when authorized or ratified, continue as to a person who has ceased to be a Director, Officer, employee or agent and shall inure to the benefit of the heirs, executors and administrators of such a person.

## ARTICLE X

### CARICOOS Business



10.1 *Execution of Instruments; Contracts.* The Board of Directors, except as otherwise provided in these Bylaws, may by resolution authorize any Officer or agent of CARICOOS to enter into any contract or execute and deliver any instrument in the name of and on behalf of CARICOOS, and such authority may be general or confined to specific instances.

10.2 *Loans.* No loans shall be contracted on behalf of CARICOOS and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

10.3 *Checks, Drafts or Similar Orders.* All checks, drafts, or other orders for the payment of money, notes or other evidence of indebtedness shall be signed by such Officer or Officers, agent or agents of CARICOOS and in such manner as from time to time shall be determined by resolution of the Board of Directors.

10.4 *Deposits.* All funds of CARICOOS not otherwise employed shall be deposited from time to time to the credit of CARICOOS in such banks, trust companies, or other depositories as the Board of Directors shall select.

10.5 *Gifts.* The Board of Directors may accept on behalf of CARICOOS any contribution, gift, bequest, or devise for its non for profit purposes.

10.6 *Fiscal Year.* The fiscal year of CARICOOS shall be determined by resolution of the Board of Directors.

## ARTICLE XI

### Corporate Records, Reports and Seal

11.1 *Maintenance of Corporate Records.* CARICOOS shall keep at its principal office:

- a. Minutes of all meetings of the Board of Directors and its committees, indicating the time and place of holding such meetings, whether regular or special, how called, the notice given, and the names of those present and the proceedings thereof.
- b. Adequate and correct books and records of account, including accounts of its properties and business transactions and accounts of its assets, liabilities, receipts, disbursements, gains and losses.
- c. A copy of the CARICOOS' Articles of Incorporation, the Memorandum and these Bylaws, as amended from time to time, which shall be open to inspection by the Directors at all reasonable times during office hours.

11.2 *Seal.* The Board of Directors may adopt, use, and alter a corporate seal. Such seal shall be kept at the principal office of CARICOOS. Failure to affix the seal to corporate instruments, however, shall not affect the validity, of any such instrument.

11.3 *Inspection of Books and Records.* The members and the Directors shall have the right during the usual hours of business to inspect and to make copies and extracts of CARICOOS

books and records pursuant to the procedure set forth under the Act or under any applicable federal or state law.

11.4 *Periodic Report.* The Board of Directors shall cause any annual or periodic report required under the Act or under any federal or state law to be prepared and delivered to the appropriate office within the time limits set by any such applicable laws.

## ARTICLE XII

### Conflict of Interest

12.1 *Policy.* The Board of Directors shall adopt and make public a conflict of interest policy to protect CARICOOS' interest when it is contemplating entering into a transaction or arrangement that might benefit the private interest of an Officer or Director or might result in a possible excess benefit transaction. Such policy shall at a minimum require that any Officer or Director shall declare any conflict of interest that he or she may have and require that such Officer or Director recuses himself or herself from associated funding decisions that may result in his or her direct or indirect financial benefit. The initial Conflict of Interest of CARICOOS is attached to these Bylaws as its **Exhibit IV** and incorporated herein by reference

## ARTICLE XIII

### Amendments

13.1 *Amendments to these Bylaws.* These Bylaws may be altered, amended, or repealed and new Bylaws may be adopted by the Board of Directors; provided that any such proposed amendments shall be submitted or sent out to the Directors with any Regular or Special meeting notice. All amendments shall be consistent with the provisions of the Act and any applicable requirements to nonprofit or tax exempt organizations under the PR and US Codes.

## ARTICLE XIV

### General Provisions

14.1 *Waiver of Notice of Meetings of Members, Directors and Committees.* Any written waiver of notice, signed by the person entitled to notice, whether before or after the time stated therein, shall be deemed equivalent to notice. Attendance of a person at a meeting shall constitute a waiver of notice of such meeting, except when the person attends a meeting for the express purpose of objecting, at the beginning of the meeting, to the transaction of any business because the meeting is not lawfully called or convened. Neither the business to be transacted at nor the purpose of any Regular or Special meeting of the members, the Directors, or members of a committee need be specified in any written waiver of notice.

*14.2 Publicity of Corporate Governance.* A summary of CARICOOS' governance procedures set forth in these Bylaws as well as any decision adopted by CARICOOS that affects the Caribbean Region shall be made available and accessible for public viewing or inspection.

*14.3 Severability.* Every provision of these Bylaws is intended to be severable. The invalidity or illegality of any particular provision of these Bylaws will not affect the other provisions, and these Bylaws will be construed as if such invalid or illegal provisions were omitted.

*14.4 Construction.* Unless the context otherwise requires, singular nouns and pronouns, when used herein, shall be deemed to include the plurals of such nouns or pronouns and pronouns of one gender shall be deemed to include the equivalent pronouns of the other gender.

*14.5 State Law.* These Bylaws will be governed by, construed, and enforced in accordance with the laws of Puerto Rico.

*14.6 General Statutory Override.* If there is any conflict between the provisions of these Bylaws and the Articles of Incorporation of CARICOOS, the provisions of the Articles of Incorporation shall govern.

## CERTIFICATION

The foregoing Bylaws were duly adopted and approved by the Board of Directors on meeting held on November 24, 2014 and later revised and amended on meetings held on April 27, 2016 and September 10, 2016. The same have not been revoked and remain in full force and effect.

## EXHIBIT I

### Memorandum of Agreement to Establish the Caribbean Regional Association (CaRA) for the Caribbean Integrated Coastal Ocean Observing System (CarICOOS)

As amended 04/12/2013

#### **Section I. Parties**

This Memorandum of Agreement (“MOA”) is entered into by the signatories and any other entities that may become signatories to this agreement in the future (hereinafter referred to as the “Parties”, or singular, “Party”).

#### **Section II. Introduction to CaRA and CarICOOS**

This MOA establishes the Caribbean Regional Association (CaRA) for the Caribbean Integrated Coastal Ocean Observing System (CarICOOS). The geographical area covered by CaRA and CarICOOS consists of the Caribbean region that encompasses the coastal zone and waters of the U.S. Exclusive Economic Zones of Puerto Rico, the US Virgin Islands and Navassa and related ecosystems. The coastal zone extends inland to the end of tidal effects in estuaries and rivers. Through this MOA, the Parties intend to cooperatively accomplish, on a voluntary basis, their common mission and enhance broad user access to ocean knowledge, data, tools, and products.

#### **CaRA**

CaRA is interested in providing integrated, remotely sensed and in situ information about the affected Caribbean region in real or near real time for use by educators, researchers, managers, planners, federal and local government agencies and industry, leading to:

- Detecting and forecasting oceanic components of climate variability;
- Facilitating safe and efficient marine operations;
- Ensuring national security;
- Managing resources for sustainable use;
- Preserving and restoring healthy marine ecosystems;
- Predicting and mitigating against coastal hazards; and
- Ensuring public health

CaRA will be also engaged in the implementation of numeric coastal modeling requirements for CarICOOS as determined by CaRA’s directives. In all respects, CaRA will work closely with the National Oceanic and Atmospheric Administration and other federal and state agencies to coordinate ocean observing activities and efforts.

#### **CarICOOS**

CarICOOS, a Regional Coastal Ocean Observing System, is a component of the national network of integrated coastal ocean observing systems. CarICOOS is established for the development, operation, and improvement of an ocean observing system in the U.S. Exclusive Economic Zone in the Caribbean Sea. This system will provide data, information and products on marine and estuarine systems necessary to the users in a common manner and according to

sound scientific practice. It is intended to serve the needs of users with measurements and data transmission, data management and communications, data analysis and modeling, and will include the infrastructure and expertise required for this system. CaRA will be responsible for establishing and managing this system, integrating it into national and global ocean observing systems and for coordinating its CarICOOS activities with those of other regions.

### **Section III. Membership.**

The Parties to this MOA consist of those institutions or individuals who are interested in promoting or are actively engaged in some aspect of coastal ocean observing in the coastal region, waters and related ecosystems of the U.S. Exclusive Economic Zones in the Caribbean, or are principal end-users of data, products, and services from coastal ocean observing system elements in this area. Parties may include, but are not limited to, state agencies, local government agencies, federal agencies, private industry, academic and/or research institutions or individual researchers therefrom, port or harbor authorities, non-governmental organizations, or other entities with these characteristics. No dues will be collected from Members though voluntary donations will be accepted.

A voting Party is a CaRA Party who (1) represents a signatory organization and/or (2) provides assistance to CaRA, either through funding or in-kind services or contributions to CaRA, as may be determined by the Council. For these purposes, a signatory organization could be an entity that coordinates and carries out academic, governmental, or non-governmental activities.

### **Section IV. Functioning Bodies.**

The following bodies are established by this MOA:

#### **(1) CaRA Stakeholder Council.**

The Stakeholder Council will be composed of representatives from federal, state, and local agencies, academic and research institutions, private entities, non-governmental organizations and individuals that become Parties to this Agreement, voluntarily agree to provide personnel or resources to CaRA or due to their particular expertise, professional background or responsibilities are selected to become a member of the Stakeholder Council.

The Council will be composed of no more than 15 individuals elected by the signatory Parties. Council members shall serve two year terms and can stand for re-election to the Council. The Stakeholder Council will provide policy guidance, ensure sustained support by the Parties, and approve implementing documents, including fiscal plans. Decisions shall be by consensus, or if no consensus exists, by majority vote of those members present. The Stakeholder Council will provide advice on policies, identify potential new audiences for data and products, provide input to improve data and products, assist and advise on ways to support CaRA, and suggest improvements in disseminating data and products to users and decision makers. They will advise on other matters as may be requested by the CaRA Executive Director and Committees.

#### **Chair:**

The Council shall elect a Chair when CaRA is activated. The initial Chair shall serve until the third Council meeting following activation of the CaRA; thereafter, the Chair shall serve for a two-year term.

#### **Meetings:**

The Council will meet at least once per year. The meeting will be held in conjunction with the meeting of MOA Signatory Parties. At this meeting, elections will be held and priorities for the allocation of resources received by CaRA will be determined. Newly elected Council members will begin serving upon their election. Notice of any regular or special meetings of the Council shall be given at least ten days prior to the meeting by email or written notice delivered personally or mailed to each Council member at such Council member's address.

**Resignations:**

Any member may resign at any time by giving written notice to the president of the Stakeholder Council. The resignation shall take effect at the time specified in the notice or, if no time is specified, upon delivery. Unless otherwise specified in such notice, the acceptance of the resignation shall not be necessary for it to become effective.

**Removal from Office:**

Any Council member may be removed at a meeting of the Parties called expressly for such purpose, provided that a statement of such proposed action is contained in the Notice of Meeting. A majority of the Parties present constitute the quorum required for the purpose of this section. A two-thirds majority of the Parties present and voting shall be sufficient to remove any or all Council members, with or without cause.

**Vacancies:**

Vacancies occurring in the Stakeholder Council will be filled by election at the General Assembly.

**(2) Executive Committee.**

The Council shall elect annually four members of an Executive Committee that shall consist of 5 members lead by the Chair. The Executive Committee shall provide leadership direction. One task for the Executive Committee is to examine what form of governance structure would be most appropriate in the future as applied to the existing and expected participants and needs of CaRA and to make recommendations to the Stakeholder Council, if needed. As part of its consideration of the governance structure, the Council may consider qualifications of voting Parties.

**(3) CaRA Office.**

The CaRA Office will function as the official day-to-day representative of CaRA and CarICOOS. The CaRA Office will have ongoing responsibility for coordination and tracking of the activities of CaRA and for coordination of development activities of the CarICOOS. It initially will consist of the CaRA Executive Director with overall responsibility for CaRA Office duties, and a administrative/support staff, as appropriate, including IT support. The CaRA Office will manage the daily CarICOOS data operations and linkages between users and providers. The CaRA Offices in Puerto Rico will initially be housed and supported by UPRM, who will have a leading role in the management of CaRA activities. Such office will be located at the Magueyes Island facility of the UPRM Department of Marine Sciences in La Parguera, Lajas, Puerto Rico. The University of the Virgin Islands will also have a leading role in CaRA and, as such, will house and support the CaRA Virgin Islands Coordinator's office.

**(4) CaRA Executive Director**

Reports to the Stakeholder Council for the performance of duties and functions as the CaRA Operations Officer. Initially, the CaRA Executive Director will be the Principal Investigator of the NOAA-UPRM-UVI CaRA project, and shall serve until the third annual Council meeting following activation of the CaRA; thereafter, the Executive Director shall serve for a two-year term. Subsequent Executive Directors will be selected by majority vote of the Stakeholder Council from a slate of qualified applicants assembled by the Executive Committee and the Membership and Nominations Committee.

**(5) CaRA US Virgin Islands Coordinators.**

The Stakeholders Council shall appoint two US Virgin Islands Coordinators, an Observing Systems Coordinator and an Outreach Coordinator. The Coordinators will be selected by majority vote from a slate of qualified applicants, resident in the US Virgin Islands, assembled by the Executive Committee and the Membership and Nominations Committee. The US Virgin Island Coordinators shall serve for two-year terms and may be nominated for re-appointment. CaRA US Virgin Islands Coordinators shall report to the CaRA Executive Director and to the Stakeholder Council for the performance of duties and functions.

**(6) CaRA Membership and Nominations Committee.**

Reporting to the Stakeholder Council for the performance of their duties, the Membership and Nominations Committee shall consist of 3 to 5 members selected by the Executive Committee of the Stakeholder Council. The Membership and Nominations Committee will be responsible for elections and for fostering and developing membership. It will organize the slate of nominees for chairperson and other members of the Stakeholder Council. It will strive to continually develop and expand the membership, including development of new stakeholders. It will organize and support the Stakeholder Council. An interim Membership and Nominations Committee consisting of Israel Matos, Julio Morell, Jorge Corredor and Roy Watlington will organize and conduct the election of the initial Stakeholder Council who will function as such until the Executive Committee of the Stakeholder Council replace them and /or select other members to form part of and integrate such Committee.

**(7) Representatives to the IOOS Association:**

The Stakeholders Council shall appoint two of its members as representatives to the IOOS Association for two year terms.

**(8) Other CaRA Standing Committees:**

The CaRA Stakeholder Council can appoint, with the advice of the Executive Director, members to the various committees that should be organized to serve the purposes of CaRA. At least one member of the Stakeholder Council shall serve as a member of the Committees. The Chair of the Committees will be selected members of the Committee and will work with the Executive Director to closely integrate the functions and activities work of the committees.

The following standing committees shall be also organized:

**CaRA Education and Outreach Committee**

The CaRA Education and Outreach Committee (EOC) is the primary body to provide guidance and assistance to CaRA in matters of education, outreach and public awareness.



### **CaRA Data Management and Communications Committee (DMAC)**

The DMAC Committee will oversee development of the data management and communications component of CarICOOS and ensure its alignment with the IOOS DMAC Plan.

### **CaRA Observing Systems Committee**

The Observing Systems Committee will be established to aid in the technical and scientific development of CarICOOS observations. The Committee will be responsible for the development of standards, QA/QC procedures, consideration of and recommendations on technology improvements necessary to meet present and future user needs, and development of requirements for scientific research and pilot projects. The Committee will be composed of experts in the various fields of ocean observing.

### **CaRA Products and Services Committee**

The Products and Services Committee will be responsible for identifying the products and services necessary to meet the requirements of the CarICOOS user community. The Committee will define the initial user input and feedback processes and develop the products and distribution mechanisms.

### **Section V. Associates.**

Other organizations or individuals meeting the same criteria as the MOU Parties, but not necessarily providing services or contributions, such as in the case of certain Not-for-Profit organizations, researchers, investigators and/or students, may become signatories to the MOA as “Associates”. Associates are non-voting signatories but may participate in the CaRA activities, attend meetings of the Stakeholder Council and participate as non-voting members of the Council, and be nominated as voting members to the CaRA Committees, but not to the Stakeholder Council or the Membership Committee.

### **Section VI. Fiscal Policy.**

The Executive Director will propose, for the approval of the Stakeholder Council, a fiscal policy for CaRA. The Council will approve and publish the Business Plan containing both the annual and projected budgets and authorized expenditure plans. The committees will develop and advise on fiscal and policy plans. The CaRA Offices will support preparation of such plans and associated budgets and will facilitate their dissemination to the MOU members. The members will review and comment on the plans and budgets. The Council will provide the final approvals.

### **Section VII. Fiscal Structure.**

Until such time as this agreement is modified, CaRA will not have fiduciary authority. Accordingly, CaRA will utilize existing institutional structures having such authority (termed herein the “Fiscal Agents”), such as the University of Puerto Rico, Mayagüez Campus, and the University of the Virgin Islands, through which CaRA will apply for grants and implement grant proposals. These Fiscal Agents may also accept any other funds from CaRA parties or any other interested private or public entity or individuals. The Fiscal Agent(s) shall, with the CaRA Treasurer, account for money due and payable to CaRA, and in general perform or cause to be performed all duties incident to a financial agent. Through the Fiscal Agent(s), CaRA will receive and distribute CarICOOS-related funding and other resources from federal, state, other

public agencies, foundation sources, corporations, and private donors, according to the CaRA identified priorities. Funds contributed directly from CaRA Parties for the overall coordination and administration of CaRA will not be used for other purposes.

Any CaRA member can procure Federal or State funds to advance the purposes of CaRA. However, in order for CaRA to recognize these as CarICOOS activities, the proposals must be reviewed and approved by the Council or the appropriate Committee. These funding procurements would be processed through the administrative apparatus of the applicable Fiscal Agent.

#### **Section VIII. Annual Business Plan.**

An Annual Business Plan will be developed and approved by the Stakeholder Council with inputs from the CaRA Committees. The Annual Business Plan will set out strategic and fiscal goals for each year and for the 4-year planning cycle of Ocean.US and IOOS. It will identify the goals and objectives of CaRA and CarICOOS and describe the needs, benefits, product development and marketing for the next year. The Annual Business Plan will present plans for obtaining, increasing, sustaining, and diversifying revenues for the system design, implementation, operation, and improvement of the CarICOOS.

#### **Section IX. Fiscal Sponsorship**

CaRA will secure fiscal sponsorship from appropriate entities to enable CaRA to apply for grants and contracts, implement funded grants and contracts, and, in general, accept the overall coordination of funds among CaRA Parties as required. The terms and conditions of the fiscal sponsorship will be detailed in a separate document drafted between each fiscal sponsor and CaRA. The fiscal sponsor(s) must have the ability to enter into enforceable contracts.

The CaRA is authorized to collect non-federal, non-state funds from Parties to the MOA and other entities to support efforts for the CarICOOS development. Funds from state and federal Parties will be kept separate from funds from other Parties and will not be spent on any activities that conflict with their agencies' or Fiscal Agent's policies or guidelines. Funds contributed directly from Parties for the overall coordination and administration of CaRA and CarICOOS will not be used for other purposes.

#### **Section X. Conflicts of Interest**

Members of the Stakeholder Council and other serving members of CaRA will use due diligence to avoid conflict of interest or the perception of conflict of interest in conducting their CaRA activities.

#### **Section XI. Compensation**

Nothing in this agreement precludes any CaRA officer, or holder of any position in the CaRA administrative structure herein created, from receiving compensation for their work as investigators, researchers, or for any services rendered to the institution.

#### **Section XIII. Intellectual Property.**

In general terms, the parties intend that ownership of intellectual property, patent rights and copyright ownership shall be allocated and vested pursuant to the rules and guidelines adopted by the applicable grantor or fiscal sponsor entity.

#### **Section XIV. Equipment ownership.**

Upon acquisition, title to equipment and materials purchased with grant funds shall vest pursuant to the rules and approved issued by the applicable grantor or fiscal sponsor entity.

#### **Section XV. General provisions**

1. Effective date. This MOA becomes effective upon the date of the signature of the first Party to execute it. This MOA may be executed in counterparts, each of which will be considered an original document.

2. Withdrawal. Any Party to this MOA may withdraw without obligation upon six months formal written notice to the other Parties. Any Associate to this MOA may withdraw without obligation upon a formal written notice to the Chair of the Stakeholder Council.

3. Termination. This MOA shall remain in effect until it is terminated by mutual agreement of the Parties.

4. Authority. Nothing in this MOA shall be construed to limit or modify the authority or responsibility of any participating agency.

5. Third parties. This MOA is not intended to, nor shall it, vest rights in persons or entities who are not Parties.

6. Amendment. This MOA may be amended in writing by the written agreement of a majority of the voting Parties.

7. Antideficiency. Nothing in this MOA shall be construed as obligating any of the Parties, their agents or employees, to expend funds in excess of that authorized by law.

8. Dispute Resolution. Any situation of potential or real disputes among the MOA members related to the activities performed by CaRA under this MOU will be resolved through Dispute Resolution mechanisms selected by the affected or disputing parties.

9. Effect. This MOA is intended to express the good faith plans and general intentions of the Parties and Associates, but does not create any legally enforceable obligations.

10. Notice. Any notice, request, order, or communication to the Parties or Associates pursuant to this MOA shall be in writing to each Party or Associate at the address that follows:  
CaRA, Department of Marine Sciences, University of Puerto Rico, Mayagüez Campus,  
Magueyes Island, La Parguera, Lajas, Puerto Rico, or to PO Box 3446, Lajas, PR 00667-3446, or to such other addresses as any Party or Associate may designate in writing.

## EXHIBIT II

### LIST OF INITIAL MEMBERS

#### Parties to CaRA Memorandum Agreement:

##### INSTITUTIONS/ORGANIZATIONS

- University Puerto Rico at Mayagüez
- University of the Virgin Islands
- Government of the USVI
- Government of Puerto Rico (Puerto Rico Department of Natural Resources and Environment)
- Jobos Bay National Estuarine Research Reserve DNER-NOAA, represented by Angel Dieppa
- PR Department of Natural Resources and the Environment, represented by Ernesto Díaz-Velásquez
- U.S. Geological Survey, represented by Pedro L. Díaz
- La Regata, Puerto Rico's Boating Newspaper, represented by Benito Pinto-Rodríguez
- PR. Sport Fisherman's Association, represented by Angel M. Canabal
- Center for Hemispherical Cooperation in Research and Education in Engineering and Applied Science, represented by Fernando Gilbes
- Environmental Quality Board, represented by Carlos W. Lopez
- Ocean Geeks LLC, represented by Melbourne Briscoe
- Vicente & Associates Inc., represented by Vance P. Vicente
- Puerto Rico Seismic Network, represented by Christa von Hillebrandt
- Interdisciplinary Center for Coastal Studies, represented by Carlos J. Carrero-Morales
- The Dive Shop-Mayaguez, represented by Edwin Vélez
- Coastal Hazard Center, represented by Aurelio Mercado
- Puerto Rico Sea Grant College Program, represented by Ruperto Chaparro
- Caribbean Fishery Management Council, represented by Eugenio Piñeiro-Soler and Graciela García-Moliner
- Marina Costa Azul, represented by Alberto Arroyo Irizarry and Noraida Padovani
- San Juan Bay Estuary Partnership, represented by Jorge Bauzá
- The West Indian Company Limited St. Thomas, represented by Mark Sabino
- U.S. Virgin Islands Department of Tourism, represented by Brad Nugent
- U.S Virgin Islands Department of Planning and Natural Resources, represented by Alicia Barnes
- Smith's Ferry Services, LTD, represented by Marjorie E. Smith
- Caribe Aquatic Adventure, represented by Demetrio A. Vega
- Ventolera Hi-Wind Center & Surf Shop Corporation, represented by Eddy Rodríguez-Ramos
- Paradise Scuba & Snorkely Center, represented by Orlando Espinosa
- Soler Travel Agency, represented by Ivan Soler
- Bluewater Management, represented by Emilio I. Soler-Santos
- USCG Auxiliary Flot-1-12, represented by Alma I. Solá-Rivera
- USCG Auxiliary Flot-1-8, represented by Andrés Acosta

- Cooperativa de Ecoturismo y Recreación del Oeste, Inc., represented by Luis Vivaldi-Olivar
- Puerto Rico Hotel & Tourism Association, represented by Ada Torres-Ramírez
- Island Venture Water Excursions Inc, represented by Rafael Vega and Radamés Rosado
- National Response Corporation, represented by David Avilés
- Rutgers University Coastal Ocean Observation Lab., represented by Scott Glenn
- Bio-optical Oceanography Laboratory at UPRM, represented by Roy A. Armstrong
- Parguera Fishing Charters, represented by Luis M. Amador
- P.R. Highway and Transportation Authority of the P.R. Department of Transportation and Public Works, represented by Irma M. García-González
- NOAA Center for Atmospheric Sciences (NCAS) at UPRM, represented by Yasmin Detrés
- NOAA-National Weather Service at San Juan, represented by Scott Stripling
- Scuba Dogs Society, represented by Alberto Marti
- Surfriider Foundation, represented by Leon Richter
- Efrain Visuals represented by Efrain Figueroa
- Discovery Bay Resort & Marina, represented by Tommy Cordero
- University of Miami, represented by Otis B. Brown and Alan J. Fish
- Weather Carib represented by Sara L. Sommers
- Weather Flow represented by James Titlow
- Club Deportivo del Oeste

#### SELF

- Miriam González Hernández
- Kurt Grove
- Ileana M. Colón Carlo
- Roy A. Watlington
- Ivette E. Laborde
- Yenán Fernández Pérez
- John A. Uphoff Figueroa
- Luis D. Aponte Bermúdez
- Jennie Ramírez
- Jose Lopéz
- Victor A. Huérfano
- María Fernández Arribas

EXHIBIT III

LIST OF INITIAL DIRECTORS

Ruperto Chaparro  
Roy A. Watlington  
Ileana Colón-Carlo  
Graciela García-Moliner  
Ernesto L. Díaz  
Eugenio Piñeiro-Soler  
Mark Sabino  
Marjorie Smith  
Christa Von Hillebrant  
Alex Cruz  
Jorge Corredor