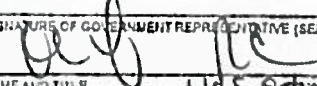



INTERAGENCY AGREEMENT		1. IAA NO M15PG00022		PAGE OF 1 18	
2. ORDER NO.		3. REQUISITION NO. See Schedule		4. SOLICITATION NO.	
5. EFFECTIVE DATE See Block 26c		6. AWARD DATE		7. PERIOD OF PERFORMANCE	
8. SERVICING AGENCY Department of Commerce National Oceanic and Atmospheric Administration National Centers for Coastal Ocean Science 1305 E West Hwy FL 10 Silver Spring, MD 20910-3278 ALC: 13-14-0001 TAS: 13X1450 DUNS: 156140209 POC Lisa Livramento TELEPHONE NO. 301-713-3020 ext: 185			9. DELIVER TO Brandi Carrier Bureau Of Ocean Energy Management 45600 Woodland Road, VAM-OREP Sterling VA 20166		
10. REQUESTING AGENCY BSEE - HQ ALC: 14-19-0001 TAS: 14X1917000 DUNS: 161559646 Bureau of Safety & Environmental Enforcement 45600 Woodland Road Sterling VA 20166 POC Joanne Murphy TELEPHONE NO. 703-787-1024			11. INVOICE OFFICE BOEM Finance Office 45600 Woodland Road Sterling VA 20166		
12. ISSUING OFFICE BSEE Acquisition Operations Branch 45600 Woodland Road, VAE-AMD Sterling VA 20166-9216			13. LEGISLATIVE AUTHORITY See text section		
			14. PROJECT ID		
			15. PROJECT TITLE		
16. ACCOUNTING DATA See Schedule					
17. ITEM NO	18. SUPPLIES/SERVICES	19. QUANTITY	20. UNIT	21. UNIT PRICE	22. AMOUNT
	<p>This Intra-Agency Agreement is administered by the Bureau of Safety and Environmental Enforcement (BSEE) on behalf of the Bureau of Ocean Energy Management (BOEM).</p> <p>This Intra-Agency Agreement is entered into for the purpose of funding the Study: Quantitative Assessment of Spatially-Explicit Social Values Relative to Wind Energy Areas: Outer Continental Shelf Offshore North Carolina. Funds in the amount of \$400,000.00 are hereby obligated.</p> <p>Continued ...</p>				
23. PAYMENT PROVISIONS			24. TOTAL AMOUNT \$400,000.00		
25a. SIGNATURE OF GOVERNMENT REPRESENTATIVE (SERVICING) 			25b. SIGNATURE OF GOVERNMENT REPRESENTATIVE (REQUESTING) 		
25c. NAME AND TITLE W. Russell Callender, Ph.D.		25d. DATE 7/29/15	25e. CONTRACTING OFFICER Joanne M. Murphy		25f. DATE 7/29/15

00010	Spatially Explicit Social Values Study Requisition No: 0040206462			395,000.00
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Accounting Info:
01 Account Assignment: K G/L Account: 6100.252U0
Business Area: M000 Commitment Item: 252U00 Cost
Center: MMEE100000 Functional Area:
MD1AE0000.LBO000 Fund: 15XM1917XD Fund Center:
MMEE100000 PR Acct Assign Line: 01
Funded: \$395,000.00

00011	ESP portion of funding Requisition No: 0040206558			5,000.00
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Accounting Info:
01 Account Assignment: K G/L Account: 6100.253H0
Business Area: M000 Commitment Item: 253H00 Cost
Center: MMGG200000 Functional Area:
MD1EVES00.LBE000 Fund: 15XM1917XD Fund Center:
MMGG200000 Project/WBS: MX.ENVSP PR Acct Assign
Line: 01
Funded: \$5,000.00

The total amount of award: \$400,000.00. The
obligation for this award is shown in box 24.

**SUPPLEMENTAL PAGES FOR
 INTRA-AGENCY AGREEMENT NUMBER M15PG00022
 BETWEEN
 THE BUREAU OF OCEAN ENERGY MANAGEMENT (BOEM)
 AND
 DEPARTMENT OF COMMERCE
 NATIONAL OCEANIC AND ATMOSPHERIC ADMINISTRATION (NOAA),
 NATIONAL OCEAN SERVICE (NOS), NATIONAL CENTERS FOR COASTAL
 OCEAN SCIENCE (NCCOS)**

For The study entitled:

**“Quantitative Assessment of Spatially-Explicit Social Values Relative to Wind Energy
 Areas: Outer Continental Shelf Offshore North Carolina”**

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1. PARTIES AND PURPOSE

This Interagency Agreement establishes an agreement between the Department of the Interior (DOI), Bureau of Ocean Energy Management (BOEM), and Department of Commerce (DOC), National Oceanic and Atmospheric Administration (NOAA), National Ocean Service (NOS), National Centers for Coastal Ocean Science (NCCOS) (servicing agency), through which NCCOS will provide scientific and technical services. The intent of the Interagency Agreement (IAA) is to conduct the study entitled, "Quantitative Assessment of Spatially-Explicit Social Values Relative to Wind Energy Areas: Outer Continental Shelf Offshore North Carolina."

2. PROGRAMMATIC AUTHORITY

This agreement is issued pursuant to the authority of:

- a) Outer Continental Shelf Lands Act (OCSLA 67 Stat. 462), and OCSLA Amendments of 1978 (92 Stat 629, 43 U.S.C. 1346); which authorizes the Secretary of the Interior to utilize with or without reimbursement, the services, personnel, or facilities of any Federal, State, or local government agency for purposes of carrying out the Secretary's responsibilities under the OCSLA; and
- b) National Environmental Policy Act (NEPA), 42 U.S.C. 4321-4347, which requires that all Federal agencies use a systematic, interdisciplinary approach that will ensure the integrated use of the natural and social sciences in any planning and decision-making that may have an effect on the human environment; and
- c) The Coastal Zone Management Act (CZMA), 16 U.S.C. 1451 et seq., which establishes a policy whose goals include to encourage coordination and cooperation with and among the appropriate Federal, State, and local agencies, and international organizations where appropriate, in collection, analysis, synthesis, and dissemination of coastal management information, research results, and technical assistance, to support State and Federal regulation of land use practices affecting the coastal and ocean resources of the United States (16 U.S.C. 1452(5)), and directs that in carrying out his functions and responsibilities under this chapter, the Secretary [of Commerce] shall consult with, cooperate with, and, to the maximum extent practicable, coordinate his activities with other interested Federal agencies (16 U.S.C. 1456(a)); and
- d) The Coast and Geodetic Survey Act (CGSA), 33 U.S.C. 883a et seq., including but not limited to 33 U.S.C. 883d, which authorizes NOAA to increase engineering and scientific knowledge by conducting development work for the improvement of surveying and cartographic methods, instruments, and equipment; and 33 U.S.C. 883e, which authorizes NOAA to enter into agreements with and to receive and expend funds made available by any Federal agency for surveys or investigations, for performing related surveying and mapping activities including special-purpose maps, and for preparing and publishing the results thereof.

3. LEGAL AUTHORITY

The legal authority under which funds will be transferred to support this Agreement is The Coast and Geodetic Survey Act, 33 U.S.C. § 883e, which states:

(1) The Secretary of Commerce is authorized to enter into cooperative agreements, or any other agreements, with, and to receive and expend funds made available by, any State or subdivision thereof, any Federal agency, or any public or private organization, or individual, for surveys or investigations authorized herein, or for performing related surveying and mapping activities, including special-purpose maps, and for the preparation and publication of the results thereof.

(2) The Secretary of Commerce is authorized to establish the terms of any agreement entered into under this section, including the amount of funds to be received, and may contribute that portion of the costs incurred by the National Oceanic and Atmospheric Administration, including shiptime and personnel expenses, which the Secretary determines represents the amount of benefits derived by the Administration from the agreement.

This Agreement is in accordance with the authority listed above, as this study will result in special-purpose maps and related mapping activities needed to support both BOEM and NOAA information needs. For BOEM, the work conducted under this Agreement will facilitate the acquisition of data needed to support environmental risk assessments, environmental impact statements, and other pre-lease and post-lease decision documents for potential renewable energy leasing on the Atlantic OCS. For NOAA, the work conducted under this Agreement will provide valuable maps and mapping-related information on the distribution of living marine resources needed for coastal and ocean management, decision support, conservation, response, and restoration. BOEM warrants that sufficient funding amounts are available and that this agreement is in the best interest of the United States Government.

BOEM funding transferred under this Agreement will pay for all costs incurred in accordance with the submitted proposal titled: Quantitative Assessment of Spatially-Explicit Social Values Relative to Wind Energy Areas: Outer Continental Shelf Offshore North Carolina dated 04/22/2015. NCCOS will contribute in-kind the use of its existing high-performance computing infrastructure (a value of approximately \$75,000, pro-rated by this project's expected usage), as well as Federal staff time (equivalent to approximately 50% GS-14 FTE per year for life of project). These planned in-kind contributions are commensurate with the amount of benefits derived by NOAA/NOS/NCCOS under the Agreement, as required by The Coast and Geodetic Survey Act, 33 U.S.C. § 883e.

4. DURATION OF AGREEMENT

This Agreement will become effective when signed by the parties. The period of performance is the date of the last signature on the award through 36 months after the date of the last signature on the award. The Agreement will terminate 36 months from Agreement effective date, but may be amended at any time by mutual written consent of the parties.

5. STATEMENT OF WORK

A. BACKGROUND

With the passage of the Energy Policy Act of 2005, BOEM acquired responsibilities for renewable energy activities on the Outer Continental Shelf (OCS), including wind power development. Under its renewable energy regulatory authority at 30 CFR 585, BOEM is preparing to issue various leases and grants for renewable energy activities offshore the Atlantic coast.

While national polls generally indicate public support for renewable energy development, the social values attached to affected places by localized publics or particular stakeholder groups can pose a major challenge to siting such projects. Identifying and understanding the nature and intensity of these place-based values in our nation's seascapes will help developers and agencies anticipate and effectively plan for stakeholder support or opposition during alternative energy development. Value suitability analysis can help developers and project managers meet informational needs related to quantifying, predicting and successfully managing stakeholder engagement in marine alternative energy projects.

For this study, the term "values" represents the moral or philosophical framework that shapes a person's ideals and attitudes and, more importantly, motivates action. Environmental sociologists hypothesize that people generally fall into one of a few environmental value orientations and that these value orientations may predict attitudes and, additionally, collective action in an environmental context. Social values, specifically values associated with place-based attachment, have been generally noted as an important factor in motivating local action to oppose alternative energy projects.

At present, baseline information on the spatial footprint of human activities in our nation's coastal and marine environments is increasingly available. For example, the recently completed study, "Identification of Outer Continental Shelf Renewable Energy Space-Use Conflicts and Analysis of Potential Mitigation Measures," consolidated existing data, and collected new data, as needed, to document the spatial footprint of ocean uses for both the Pacific and Atlantic Coasts. Findings from this and other studies have bolstered our ability to identify potential space-use conflicts and possible mitigation measures. However, data allowing for the identification and assessment of spatially relevant social values that motivate people to support or oppose development projects are sorely lacking.

To meet these needs, BOEM has invited NCCOS to collaborate on quantitative assessment of spatially explicit social values relative to wind energy areas. NCCOS will provide scientific and technical advice, services, and resources; collect and analyze data; and report findings relative to the tasking and deliverables discussed below.

B. GOALS AND OBJECTIVES

The present study proposes collection of spatially-explicit, value orientation data that is relevant to areas planned for alternative energy development. The goal is to gain a better understanding about which values are most highly correlated with specific locations in a region proposed for development, and to develop models to predict who is more likely to support and oppose alternative energy projects, and why.

The proposed study would help BOEM and developers understand and negotiate the varying cultural importance of areas targeted for alternative energy projects.

This project is proposed for states with Wind Energy Areas on the Atlantic Outer Continental Shelf (North Carolina and South Carolina), although this approach could be used in all regions, at multiple spatial scales, or with particular stakeholder groups.

Collection and analysis of this type of social data would allow for objective assessment of which areas across the seascape are valued by the public and/or stakeholder groups (and to what degree/intensity), how and why, along with how different areas compare both in terms of uses and values.

The data required to conduct such an analysis are:

- value profiles—identification of the environmental value typology of stakeholders, as well as the type of sociocultural value(s) attached to a place or space;
- value rankings by geographic location—the intensity of a group’s attachment (i.e., level of concern) to particular areas within a given space;
- demographic profiles—the demographic and socioeconomic characteristics of focal communities or stakeholder groups; and
- use patterns---the spatial and temporal characteristics of human usage of specific areas: purpose of use, frequency of use, timing of use, etc.

The agencies will work together to finalize a research design to achieve these goals and objectives. NCCOS will perform the survey and investigations necessary to obtain data, analyze results, prepare a draft and final technical report.

C. SPECIFIC TASK AREAS

Phase 1 Tasks – Develop research design

This phase includes working with BOEM and other partners for the purposes of preparing a final research design and a clear project plan for accomplishing the work. NCCOS shall:

1. Prepare a Project Management Plan (PMP) with a schedule, and other applicable project planning elements to schedule and manage the execution of the proposed research;
2. Lead a conference call to discuss the research design for this study with BOEM. Following the teleconference, prepare a draft research design that includes detailed methods and accounts for any relevant peer review processes and/or Federal clearances, and submit this design to BOEM for review and comment;
3. Review and incorporate BOEM and other partner comments into a final research design for submission to the Office of Management and Budget;
4. Submit the final research design for review and clearance with the Office of Management and Budget per requirements under the Paperwork Reduction Act of 1995.
5. Participate in scheduling, status, and other conference calls and meetings at least monthly and more often as necessary to prepare for the data collection effort, including an in-person kick-off meeting to be held in BOEM’s offices in Herndon, VA.

Phase 2 Tasks – Conduct research

This phase includes executing the research design for the Wind Energy Areas or wind planning areas agreed by BOEM in the final research design. NCCOS shall:

1. Upon final approval by the Office of Management and Budget under the Paperwork Reduction Act of 1995, provide the resources necessary to execute the final research design, including executing the survey effort within the timeline presented herein.
2. Provide expert analysis, advice, and technical support in environmental sociology to BOEM and other partners.
3. Participate in scheduling, status, and other conference calls and meetings at least monthly and more often as necessary.

Phase 3 Tasks – Report results

This phase includes data analysis, report preparation, and information dissemination. A final report of activities conducted will be prepared, including a summary of recommendations for BOEM's decision-making with respect to the study findings. NCCOS shall:

1. Process and analyze data collected during the study.
2. Process and prepare for publication still images and video (if collected) to include appropriate figures for reports and public-interest pieces for social media sites.
3. Prepare a draft report and technical summary discussing methods, results, and recommendations.
4. Incorporate comments and edits proposed by BOEM and peer reviewers.
5. Prepare a proof report in accordance with BOEM study format guidelines.
6. Incorporate comments and edits proposed by BOEM.
7. Prepare a final report and technical summary in accordance with BOEM study format guidelines. Study format guidelines are available at <http://www.boem.gov/Environmental-Studies-Program-Report-Specifications/>
8. Participate in scheduling, status, and other conference calls and meetings at least monthly and more often as necessary.

D. DATA MANAGEMENT

All data files generated by this IA shall be prepared in electronic and paper copies and be submitted according to the schedule described below. NCCOS will consult with the COR regarding data formats, transmittal methods and media (i.e. CD-ROM, portable hard drive, etc.) for data generated through the study.

Text files shall be submitted in a format compatible with Microsoft Word; database files in a format compatible with Microsoft Access, or in fixed record length ASCII files (specify program and version used) consistent with an applicable national reporting standards for environmental reports, i.e. EPA or ANSI transactions sets.

If NCCOS and BOEM CORs decide that a CD-ROM is the preferred method of storage, the requirement is to use 5 1/4" size CD-ROM disks compatible with ISO Standard 9660.

Photographs shall be credited and free of copyright restrictions, suitable for copying, and the final size with a maximum width of six (6) inches. These figures shall also be submitted in digital (TIFF) format of at least 4" x 6" with a minimum resolution of 300 dpi. This digital request includes all tables, charts, graphs, and figures that were not prepared in Microsoft Word, as well as photographs from other sources. No originals shall be mailed without prior backups.

All geographic data files shall be submitted in one or more georeferenced digital formats. The recommended delivery format is SDTS, Arc Export (E00), ArcGIS shapefile, or other GIS compatible formats. All geospatial data should be submitted in the following datum and coordinate systems: North American Datum 1927 and 1983 (both NAD27 and NAD83 are required), and Universal Transverse Mercator grid. All digital geospatial data products are to be accompanied by complete metadata documentation in the Federal Geospatial Data Committee Content Standard for Digital Geospatial Metadata format, which can be found on the Internet at <http://fgdc.er.usgs.gov/>

E. PROJECT MANAGEMENT

NCCOS shall adhere to a Project Management Plan (PMP) to be submitted to the BOEM Contracting Officer (CO), Contracting Officer's Representative (COR), and the DES Contact in written format under Deliverable A (below) for monitoring all aspects of the IA requirements. A draft PMP is to be delivered 7 days prior to the post-award meeting, during which it will be discussed, revised if necessary, and resubmitted to BOEM within 14 days of the post-award meeting, along with the meeting summary. BOEM will have 14 days to review and provide feedback. NCCOS will send a final PMP to BOEM 7 days after BOEM feedback has been received. Any agreed to changes that might affect the IA are subject to approval in writing by the BOEM CO. The PMP will guide execution of all aspects of the project.

Scientific integrity is vital to Department of the Interior (DOI) activities under which scientific research, data, summaries, syntheses, interpretations, presentations, and/or publications are developed and used. Failure to uphold the highest degree of scientific integrity will result not only in potentially flawed scientific results, interpretations, and applications but will damage DOI's reputation and ability to uphold the public's trust. All work performed must comply with the DOI Scientific Integrity Policy posted to <http://www.doi.gov>, or its equivalent as provided by their organization.

6. DELIVERABLES

In the event that NCCOS encounters or anticipates difficulty in meeting the delivery schedule, the BOEM COR will be notified in writing of the reasons for the delay and the projected revised delivery dates. Any other related effects of project delay also will be summarized.

A. POST-AWARD MEETING SUMMARY AND PROJECT MANAGEMENT PLAN

NCCOS shall hold a Post Award meeting with BOEM in person in BOEM's Herndon office as soon as possible following the IA finalization. A draft PMP is to be delivered 7 days prior to the meeting. At the Post Award meeting, NCCOS's draft PMP shall be reviewed and remaining technical or managerial issues shall be resolved. NCCOS shall prepare a summary of the discussion and present it with a revised PMP to BOEM within 14 calendar days of the post-award meeting. BOEM will have 14 days to review and provide feedback. NCCOS will send a final PMP to BOEM 7 days after BOEM feedback has been received. Any agreed to changes that might affect the award are subject to approval in writing by the BOEM CO and COR.

B. DRAFT RESEARCH DESIGN

NCCOS shall submit a complete draft research design to BOEM within 120 calendar days of IA finalization. BOEM will have fifteen (15) calendar days from date of receiving a complete research design draft to review it and inform NCCOS via email any required changes, corrections, or additions. The research design must include detailed methods, present hypotheses to be tested, and discuss predicted outcomes and proposed application of the research to BOEM's Office of Renewable Energy Programs.

C. FINAL RESEARCH DESIGN

NCCOS shall submit the final research design, incorporating any BOEM edits or changes, within 180 calendar days of IA finalization for review and clearance under the Paperwork Reduction Act of 1995. The research design will be final upon approval by the Office of Management and Budget.

D. BI-MONTHLY PROGRESS LETTERS AND TELECONFERENCES

NCCOS shall schedule bi-monthly teleconference calls with BOEM's Project Officer at a mutually-agreeable time. NCCOS shall submit bi-monthly progress letters with invoice as specified below via email. The letters must include, at a minimum: a summary of all work performed during the month; an explanation of overall progress made against the work schedule; a summary of any significant technical, budgetary, or problems encountered during the report period, including an assessment of their probable effects on meeting contract provisions. The reports should be submitted at least five (5) business days prior to the scheduled bi-monthly teleconference calls to review and discuss the same.

E. DRAFT REPORT AND TECHNICAL SUMMARY

NCCOS shall submit a complete draft of the report and a draft technical summary within eighteen (18) months of receiving the final approval of the research design by the Office of Management and Budget, or within thirty-three (33) months of IA finalization, whichever period is shorter. If the draft report prepared by NCCOS requires many changes, corrections, or additions or does not conform to publication style, it may be deemed unacceptable and returned to NCCOS for correction and re-submittal, still as draft.

Otherwise, BOEM will have thirty (30) calendar days from date of receiving an acceptable draft to review it and inform NCCOS via email any required changes, corrections, or additions. In any instance where the NCCOS Project Manager disagrees with the suggested changes, NCCOS must email an explanation to the BOEM COR explaining the reason; otherwise NCCOS shall incorporate the suggested changes in the final report. The draft report, with accompanying documentation and data, will be reviewed for completeness by the COR and a letter of acceptance will be emailed to NCCOS. BOEM's report specifications are available at <http://www.boem.gov/Environmental-Studies-Program-Report-Specifications/>

F. FINAL REPORT, TECHNICAL SUMMARY, AND DATA

Within thirty (30) calendar days of BOEM receipt of final draft report and technical summary, BOEM will review the final draft report and technical summary with accompanying documentation for completeness. BOEM will have thirty (30) calendar days from date of receiving an acceptable final report and technical summary to review them and inform NCCOS via email any required changes, corrections, or additions. Otherwise, a letter of acceptance will be emailed to NCCOS. At the point at which NCCOS receives a letter of acceptance of final report and technical summary, NCCOS will submit to BOEM raw and processed video footage, photographic stills, data, and any other records or logs associated with the project in an electronic format mutually-agreeable to the parties. BOEM's report specifications are available at <http://www.boem.gov/Environmental-Studies-Program-Report-Specifications/>.

7. DELIVERABLES SCHEDULE AND DISTRIBUTION

Deliverable	Distribution	Due Date
A. Post Award Meeting Summary and Project Management Plan (via email in PDF)	Chief, ERB: one (1) copy Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) copy DES Contact: one (1) copy CO: one (1) hardcopy	Two (2) weeks after Post Award meeting.
B. Draft Research Design (via email in Word)	Chief, ERB: one (1) copy Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) copy DES Contact: one (1) copy CO: one (1) hardcopy	Within 120 calendar days of IA finalization.
C. Final Research Design (via email in Word)	Chief, ERB: one (1) copy Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) copy DES Contact: one (1) copy CO: one (1) hardcopy	Within thirty (30) calendar days after approval by the Office of Management and Budget.
D. Bi-Monthly Progress Letters (via email in PDF) and teleconference calls	Chief, ERB: one (1) copy Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) copy DES Contact: one (1) copy	First letter due two (2) months after IA execution and every two (2) months by the 1 st of the month.
E. Draft Report and Technical Summary	Chief, ERB: one (1) copy Chief, DES: one (1) electronic copy of transmittal letter COR: one (1) copy DES Contact: one (1) copy	Within eighteen (18) months of receiving the final approval of the research design by the Office of Management and Budget, or within thirty-three (33) months of IA finalization, whichever period is shorter.
F. Final Report, Technical Summary, and Data	Chief, ERB: one (1) electronic copy & paper copy Chief, DES: one (1) electronic and one (1) paper copies COR: one (1) electronic copy & (4) paper copies CO: hardcopy of transmittal letter only DES Contact: one (1) electronic copy & two (2) paper copy	Within thirty (30) calendar days of NCCOS receipt of draft report section comments from BOEM.

8. ADDRESSES FOR DELIVERABLES

Contracting Officer's Representative (COR) Brandi Carrier U.S. Department of the Interior Bureau of Ocean Energy Management Office of Renewable Energy Programs Environment Branch for Renewable Energy 45600 Woodland Road, Sterling, VA 20166 Email: brandi.carrier@boem.gov Phone: (703) 787-1623	Contracting Officer (CO) Joanne Murphy U.S. Department of the Interior Bureau of Safety and Environmental Enforcement Acquisition Policy and Financial Assistance Branch 45600 Woodland Road, Sterling, VA 20166 Email: joanne.murphy@bsee.gov Phone: (703) 787-1024
DES Contact John Primo U.S. Department of the Interior Bureau of Ocean Energy Management Branch of Biological and Social Sciences Division of Environmental Sciences 45600 Woodland Road, Sterling, VA 20166 Email: john.primo@boem.gov Phone: (703) 787-1624	Chief, OAEP Environmental Review Branch (Chief, ERB) Michelle Morin U.S. Department of the Interior Bureau of Ocean Energy Management Office of Renewable Energy Programs Environment Branch for Renewable Energy 45600 Woodland Road, Sterling, VA 20166 Email: michelle.morin@boem.gov Phone: (703)-787-1600
Chief, Division of Environmental Sciences Rodney Cluck U.S. Department of the Interior Bureau of Ocean Energy Management 45600 Woodland Road, Sterling, VA 20166 Email: environmentalstudiesprogram2@boem.gov Phone: 703-787-1087	

9. TERMS AND CONDITIONS

NCCOS shall perform the work and address the information and data requirements in accordance with the requirements of this IA. This IA sets forth the requirements, specifications, conditions, and restrictions which are binding to both parties. Any discrepancies shall be settled in favor of this document.

NCCOS shall furnish all personnel, equipment, materials, supplies and services in performing the work described in this IA, unless otherwise stated herein. BOEM agrees to provide funding to NCCOS towards the cost of this program as described in Section 10.

10. BUDGET AND FUNDING LIMITATIONS

It is estimated that the total overall cost to BOEM for full performance of this effort will be a Not-To-Exceed amount of \$400,000.00. Funding in the amount of \$400,000.00 is currently available and allotted to this effort (No-Year Funds, No Expiration). BOEM shall not be required to reimburse NCCOS for cost in excess of the current obligation. NCCOS will not be required to continue performance and incur cost in excess of the amount obligated.

11. ACCOUNTING DATA AND TRANSFER OF FUNDS

TRANSFER OF FUNDS. Requests for payment or reimbursement shall be submitted no more than once monthly, but no less than quarterly and include a summary of hours and dollars charged and any additional charges for actual costs. The request shall cite the number of this agreement, appropriation symbol and other accounting identification codes. BOEM will transfer available funding to NCCOS using the Intragovernmental Payment and Collection (IPAC) System. Financial information to be referenced includes:

BOEM

1. Business Event Type Code (BETC): DISB
2. TAS/Appropriation Code: 14 X1917000
3. Type of Funds/expiration: NO-Year Funds (no expiration)
4. Accounting codes: See Page 1.
5. BPN/DUNS: 16-1559646
6. Employer ID (EIN): 54-1209586
7. Agency Location Code: 14-19-0001

NCCOS

1. Business Event Type Code (BETC): COLL
2. TAS/Appropriation Code: 13X1450
3. BPN/DUNS: 156140209
4. Employer ID (EIN): 52-0821608
5. OMB-MAX code: 006-48
6. Agency Location Code: 13-14-0001
7. CBS¹/ACCS²: 14/2015/1RK3MMB-P00/10-13-0001-00-00-00-00

The IA number and title shall be provided on all billing documents. Billing issues shall be directed to:

BOEM Finance Office
Bureau of Ocean Energy Management
45600 Woodland Road, Sterling, VA 20166

Nothing contained in the agreement shall abrogate the statutory responsibility or authority of either BOEM or NCCOS.

12. MODIFICATIONS, INTERPRETATIONS, AND TERMINATION

Changes and/or modifications to this agreement may be made at any time upon mutual written consent of the parties. Modifications shall cite the IA identification number M15PG00022 and shall set forth the exact nature of the change and/or modification.

¹ Commerce Business System

² Accounting Classification Code Structure

No verbal statements by any person and no written statements by anyone other than the undersigned or an authorized representative as designated in writing shall be interpreted as modifying or otherwise affecting the terms of this agreement.

13. TERMINATION AND CANCELLATION CLAUSE

Either party may terminate this agreement by providing 30 days written notice to the other party. If the requesting agency cancels the order, the providing agency is authorized to collect costs incurred prior to cancellation of the order plus any termination costs.

The total value of the agreement, including termination costs, will not exceed the amount of funding obligated under the agreement.

14. RESOLUTION OF DISAGREEMENTS

Should disagreements arise on the interpretation of the provisions of this agreement or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other party for consideration. If agreement or interpretation is not reached within 30 days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.

If a dispute related to funding remains unresolved for more than 30 calendar days after the parties have engaged in an escalation of the dispute, disputes will be resolved in accordance with instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10, available at <http://www.fms.treas.gov/tfm/index.html>.

15. ACKNOWLEDGEMENTS AND NOTIFICATIONS

All reports, scientific papers, and other presentations resulting from this IA shall acknowledge the Bureau of Ocean Energy Management as a sponsor of this study on the title page *of the report and the funding page of a presentation* by using the following statement:

“This study was funded in part by the U.S. Department of the Interior, Bureau of Ocean Energy Management, through an Interagency Agreement No. M15PG00022 with the U.S. Department of Commerce, National Oceanic and Atmospheric Administration.”

It is understood that the results of this work will be available to NCCOS and BOEM for publication and use in connection with related work. Acknowledgement of the Bureau of Ocean Energy Management as a sponsoring partner, as well as participation of other partners will be included in all such publications. Each agency shall inform the other prior to issuing any news releases concerning the contract.

16. REVIEW AND COORDINATION OF MEDIA RELEASES

Prior to release for publication of any news articles prepared from this study, relevant drafts and photos will be supplied to the BOEM COR with sufficient time for reviews, incorporation of comments in subsequent drafts, and for coordination to take place between the appropriate agencies' Public Affairs Officers.

At a minimum, “sufficient time” requires prior notice by 3 work days. All news releases resulting from or related to this study shall include acknowledgement of BOEM’s role in the study, proper credit of photographs to the photographer with the photographer’s affiliation, and the BOEM contract number.

With regard to publishing final articles resulting from or related to technical reports, pdf files will be provided to BOEM prior to public release.

17. DRAFT PEER-REVIEWED JOURNAL ARTICLE

It is anticipated that several articles will result from this study, each sufficient for submission to a scientific, peer-reviewed journal. Prior to submitting any documents to journals, drafts will be supplied to BOEM for review. All documents resulting from the study shall include BOEM in the acknowledgement sections and a reference to the contract number to facilitate accession through the Environmental Studies Program Information System (ESPIS).

After publishing results from this study, PDF files will be provided to BOEM, as requested. Copies will be delivered soon after they become available to the respective senior authors.

18. SECTION 508

Section 508 of the Rehabilitation Act of 1973 (29 U.S.C. 794d) requires access to and use of information by individuals with disabilities. A deliverable for electronic data such as CD-ROMs to be distributed, are subject to Section 508 guidelines. Simplified, this means that electronic files need to be formatted so that they are “readable” by assistive technology devices such as screen readers. CD-ROMs containing files in format such as HTML, PDF, or word processor files must be assessable.

The servicing agency shall ensure that the appropriate Rights in Data and Copyright clauses (based in Federal Acquisition Regulations 52.227-13, 52.227-17, 52.227-18, and 52.227-19) are included in all contracts awarded pursuant to this IA (if applicable) in order to ensure the Government reserves unlimited rights to the data.

19. GOVERNMENT USE OF DATA

NCCOS shall ensure that the U.S. Government has unlimited rights in all data included in the deliverables submitted under this IA. “Unlimited rights” means the rights of the Government to use, disclose, reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, in any manner and for any purpose, and to have or permit others to do so.

NCCOS shall ensure that the appropriate Rights in Data and Copyright clauses (based in Federal Acquisition Regulations 52.227-13, 52.227-18, and 52.227-19) are included in all contracts awarded pursuant to this IA (if applicable) in order to ensure the Government reserves unlimited rights to the data.

In the event that software licenses are purchased pursuant to this agreement, NCCOS shall ensure that the licenses are transferable to BOEM or that BOEM has rights to use the specific software.

20. CONTACTS

The following officials are the principal points of contact between the Parties in the performance of this Agreement:

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The Parties agree that if there is a change regarding the information in this section, the Party making the change will notify the other Party in writing of such change. Email correspondence shall be considered equivalent to writing. Changes to this section will not require an amendment.