

MEMORANDUM OF UNDERSTANDING
Among
Institute of Marine & Coastal Sciences at
Rutgers, The State University of New Jersey
and
U.S. Fish and Wildlife Service
and
New Jersey Department of Environmental Protection
and
New Jersey Pinelands Commission

I. PURPOSE

This Memorandum of Understanding (MOU) serves to establish the framework for coordination, cooperation and communication among the Institute of Marine and Coastal Sciences ("IMCS") at Rutgers, The State University of New Jersey, U.S. Fish and Wildlife Service ("USFWS"), the New Jersey Pinelands Commission ("Pinelands Commission") and the New Jersey Department of Environmental Protection ("NJDEP") (hereinafter referred to collectively as the "Cooperators" and individually referred to as "a Cooperating Party") for the purposes of research, education and outreach, training and stewardship concerning the Jacques Cousteau National Estuarine Research Reserve ("JCNERR"). Specifically, the purpose of this MOU is to provide for advancement of estuarine conservation and organization and implementation of research, education, outreach and training concerning the importance and stewardship of the estuarine resources within the JC NERR.

Recitals

WHEREAS, the pristine waters and related coastal habitats of the Mullica River and the Great Bay estuary provide representative opportunities to study natural estuarine and human processes occurring within an estuarine ecosystem; and

WHEREAS, the resources of the Mullica River and the Great Bay estuary and the values they represent to the citizens of New Jersey and the United States will benefit from the management of this area as part of the National Estuarine Research Reserve System; and

WHEREAS, the National Estuarine Research Reserve System is a partnership program between the National Oceanic and Atmospheric Administration and the coastal states established by the federal Coastal Zone Management Act; and

WHEREAS, the Mullica River-Great Bay has been designated a National Estuarine Research Reserve in New Jersey, known as the JCNERR; and

WHEREAS, the Institute of Marine and Coastal Sciences at Rutgers, The State University of New Jersey, is the agency designated pursuant to JC NERR Management Plan as being responsible for managing the JC NERR and acknowledges the need and requirement for

continuing State-Federal cooperation in the long-term management of the JCNERR in a manner consistent with the purposes supporting its designation; and

WHEREAS, the majority of the JC NERR is located in the Pinelands National Reserve;

NOW THEREFORE, in consideration of the mutual agreements contained herein, the Cooperators hereby agree as follows:

II. OBJECTIVES OF THIS MOU

- A. To stimulate public awareness of the Mullica River-Great Bay ecosystem and its cultural history through research, education, public information and long-term protection of JC NERR resources.
- B. To address significant coastal management issues through coordination of estuarine research, education and public information activities in the JC NERR.
- C. To promote use of the JC NERR by Federal, State, public and private entities for research relevant to coastal management needs and education regarding estuarine resources.
- D. To provide research and education training opportunities at the graduate, undergraduate and pre-collegiate levels across a broad base of scientific fields that focus on the patterns and processes governing change and stability in estuarine systems in the JC NERR.
- E. To make recent findings, discoveries, facts, literature and research results available to resource managers, land owners, other researchers, outdoor recreationalists, educators, Federal, State and local agencies, and other interested members of the public.
- F. To disseminate research findings through the publication of reports, bulletins, circulars, films, journal and magazine articles, public information exhibits and programs. These may include scientific and popular media.
- G. Research and education activities will be designated to meet priorities defined in the JC NERR Management Plan and the Environmental Impact Statement prepared for the JC NERR.

III. AUTHORITY

- A. Rutgers University – Institute of Marine and Coastal Sciences

Rutgers IMCS is responsible for the implementation of the JC NERR Management Plan and serves as the principle contact with NOAA for the State of New Jersey in all matters concerning the JC NERR. IMCS is authorized by the

laws of the State of New Jersey to enter into agreements with the Federal and State Governments or agencies thereof, in order to promote the research and educational objectives of the University.

B. U.S. Fish and Wildlife Service

The USFWS has trust responsibility for fish, wildlife and plants, many of which are endangered species, migratory birds, and anadromous and inter jurisdictional fish species, which are concentrated in, or heavily dependent on coastal land and marine habitats. The USFWS is responsible for managing about 500 National Wildlife Refuges including the Edwin B. Forsythe National Wildlife Refuge. The USFWS is authorized pursuant to 16 USC 753(a) to enter into cooperative agreements with colleges and universities, states and private organizations for the purpose of developing adequate, coordinated, cooperative research and training programs for fish and wildlife services.

C. New Jersey Department of Environmental Protection

The NJDEP administers comprehensive environmental protection and management programs and large tracts of public lands dedicated for recreational and resource management purposes. DEP has authority to regulate development within tidally flowed waters, coastal and freshwater wetlands and uplands within and surrounding the JC NERR. The NJDEP is authorized by the laws of the State of New Jersey to enter into agreements to investigate questions relating to natural resources, to initiate and conduct inquiries concerning these resources and to conduct or sponsor research to manage, conserve, improve and enhance the status of natural resources in the State of New Jersey. NJDEP is the designated lead agency for the federally approved New Jersey Coastal Management Program.

D. New Jersey Pinelands Commission

The Pinelands Commission is an independent political subdivision of the State of New Jersey created pursuant to Section 4 of the Pinelands Protection Act, N.J.S.A. 13:18A-1 et seq., and charged with implementing the requirements of the Act. The Pinelands Commission is also the planning entity authorized in Section 502 of the "National Parks and Recreation Act of 1978" (Federal Act). The Comprehensive Management Plan sets for the policies adopted by the Pinelands Commission to protect, preserve and enhance the significant values of the land and resources of the Pinelands Area. Development within the Pinelands National Reserve must be consistent with the intent, policies and objectives of the Federal Act and the Pinelands Protection Act as articulated in the Pinelands Comprehensive Management Plan. The Pinelands Commission is authorized by the Pinelands Protection Act at N.J.S.A. 13:18A-6.g. to enter into any and all agreements or contract, execute any and all instruments, and do and perform any and all acts or things necessary, convenient, or desirable for the purposes of the Pinelands Commission or to carry out any power expressly given in the Act.

IV. COOPERATORS MUTUALLY AGREE:

- A. Contingent upon available financial and staffing support, the Cooperators shall:
 - i. Coordinate programs, especially those which require the assistance of volunteers or volunteer groups;
 - ii. Assist with the collection of materials for the coastal research repository at the Jacques Cousteau Coastal Center;
 - iii. Cooperate in the planning, development and execution of research, education, training, and the preparation of publications, demonstration programs and public information programs;
 - iv. Provide access to publication channels, museum facilities, library facilities, utilities and other personnel and facilities as may be mutually agreed upon for the efficient conduct of activities under this MOU.
- B. Each Cooperator shall have complete responsibility for injury to its own personnel and damage to its own property occurring incidental to the conduct of the Cooperators. Each Cooperator will be responsible for any injury or property damage to third parties caused by negligence of its own employees, students or agents acting legitimately within the scope of their employment, studies or activities. Any responsibility/liability pursuant to this paragraph shall be limited and governed by the New Jersey Tort Claims Act (N.J.S.A. 59:1-1 et seq.; and
- C. All equipment purchased by or for the use of the Cooperators shall be the property of the contributing agency in the event of dissolution of the MOU, unless otherwise agreed. An equipment inventory indicating ownership, costs and condition of each item under the auspices of the Cooperators shall be maintained by the purchasing agency and made available annually to the Cooperators activities as provided by applicable federal and/or State law.

IV. IMCS' Obligations:

- A. Contingent upon the availability of sufficient financial resources as a result of its appropriation from the State Legislature, IMCS agrees to:
 - 1. Oversee the management responsibilities of the JC NERR with the advice of the JC NERR Advisory Board which is comprised of representatives from each of the Cooperators.
 - 2. Make available such personnel and facilities, including equipment, buildings and land under its control, as may be mutually agreed upon for implementation of activities conducted under the terms of this MOU.

V. USFWS' Obligations:

- A. Contingent upon the availability of sufficient financial resources as a result of its appropriation from the U.S. Congress and sufficient staffing support, USFWS agrees to:
 - 1. Make available such personnel and facilities, including equipment, buildings and land under its control, as may be mutually agreed upon for implementation of activities conducted under the terms of this MOU. The USFWS will not make funding available to cooperators under the MOU.

VI. THE NJDEP's Obligations:

- A. Contingent upon the availability of sufficient financial resources as a result of its appropriation from the State Legislature and sufficient staffing support, NJDEP agrees to:
 - 1. Make available such personnel and facilities, including equipment, buildings and land under its control, as may be mutually agreed upon for implementation of activities conducted under the terms of this MOU.

VII. THE NEW JERSEY PINELANDS COMMISSION's Obligations:

- A. Contingent upon the availability of sufficient financial resources as a result of its appropriation from the State Legislature and sufficient staffing support, the Pinelands Commission agrees to:
 - 1. Make available such personnel and facilities, including equipment, buildings and land under its control, as may be mutually agreed upon for implementation of activities conducted under the terms of this MOU.

IX. PUBLICATIONS

- A. The principal investigator (PI) designated for the conduct of a specific project being supported by the Cooperators shall have the primary responsibility for the quality of work being submitted for publication, as well as for adherence to the publication guidelines of the cooperating agency supporting the project. Each Cooperator shall be given the opportunity to review, prior to publication, all publications arising from work sponsored or coordinated under this MOU with that time limited to 30 days. Publication restrictions that may be incorporated into grant or contract research will be observed recognizing that IMCS does not accept grants that prohibit publication of results. Upon request, any PI working under the terms and conditions of this MOU will provide to any cooperating

agency, prior to publication, a copy of any manuscript resulting from JC NERR activities; Publications may be independent or joint as agreed upon always giving credit for cooperation of the Cooperators and contributing agencies yet recognizing, within proper limits, the rights of the individual(s) doing the work.

- B. In case of failure to agree as to the manner of publication or interpretation of results, each party may publish data after due notice and submission of the proposed manuscripts to the other parties. In such instances, the party publishing the data will give credit to the Cooperators, but will assume full responsibility for any statements on which there is a difference of opinion.

X. OFFICIALS NOT TO BENEFIT

- A. As provided in applicable Federal and State statutes, no person prohibited from doing so shall be admitted to any share or part of this agreement or to any benefit that may arise therefrom.

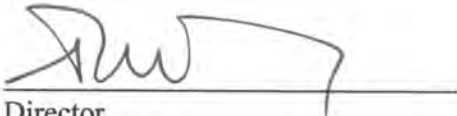
XI. NONDISCRIMINATION IN EMPLOYMENT

- A. In connection with the performance of work under this agreement the Cooperators agree not to discriminate against any employee or applicant for employment because of ancestry, age, sexual orientation, physical or mental disability, marital, military or veteran status, gender, race, religion or national origin. This provision shall include but not be limited to the following: employment, promotion, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training or apprenticeship.

XII. EFFECTIVE DATE AND TERMINATION

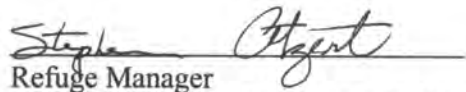
- A. This agreement shall become effective on the date of last signature and shall continue in force for five (5) years from its effective date unless extended by mutual consent in writing by all Cooperators 90 day in advance of such termination or terminated at any time by any or all of the Cooperator(s) in accordance with Paragraph XII.B below. The terms and conditions of this agreement may be amended by mutual consent in writing by all of the Cooperators.
- B. This agreement may be terminated at any time through mutual agreement of all Cooperators in writing 90 days prior to the effective date of the termination or by any Cooperator following 90 days written notice to the other Cooperators in advance of the effective date of such termination.

IN WITNESS WHEREOF, the parties hereto have caused this Memorandum of Understanding to be executed this 10th day of March, 2009.



Director
Institute of Marine and Coastal Sciences
Rutgers - The State University

Date: 3/16/09




Refuge Manager
Edwin B. Forsythe National Wildlife Refuge
U.S. Fish and Wildlife Service

Date: 3/20/2009



Commissioner
New Jersey Department of Environmental Protection

Date: 4/8/09



Executive Director
New Jersey Pinelands Commission

Date: 3/24/09