

MEMORANDUM OF UNDERSTANDING

BETWEEN THE U.S. DEPARTMENT OF TRANSPORTATION AND THE U.S. GEOLOGICAL SURVEY FOR COOPERATION ON CLIMATE CHANGE AND TRANSPORTATION RESEARCH

PURPOSE

This Memorandum of Understanding (MOU) entered into by and between the U.S. Department of Transportation (DOT) and the U.S. Geological Survey (USGS) outlines the understanding between these two agencies for mutual cooperation on providing information to decision makers and the public about the potential effects of climate change and variability on this Nation's transportation systems.

AGENCY MISSIONS

U.S. DEPARTMENT OF TRANSPORTATION: DOT's mission is to develop and administer policies and programs that contribute to providing fast, safe, efficient, and convenient transportation at the lowest cost consistent with the national objectives of general welfare, economic growth and stability, the security of the United States and the efficient use and conservation of the resources of the United States.

U.S. GEOLOGICAL SURVEY: USGS's mission is to provide reliable scientific information to describe and understand the Earth; minimize loss of life and property from natural disasters; manage water, biological, energy, and mineral resources; and enhance and protect our quality of life.

GOALS AND OBJECTIVES

- To express the parties' joint commitment to science as a necessary component of transportation management and decision making in the 21st Century.
- To improve the understanding of the potential effects of climate changes and variability on our Nation's transportation systems, to support sound planning, investment and management of transportation infrastructure and services for the benefit of the American people.
- To support the dissemination and use of data, information, and research products to inform transportation decision makers and the American public regarding climate change and transportation.
- To encourage a spirit of cooperation and synergy between our agencies at the national, regional, and field office levels.

AUTHORITIES

The authorities for DOT and the USGS to enter into this MOU are:

- (1) The Department of Transportation Act, particularly 49 U.S.C. 301, and other statutes focused on specific modes of transportation;
- (2) The Organic Act, 43 U.S.C. 31 et seq, which provides, among other matters, that USGS is directed to classify the public lands and examine the geological structure, mineral resources, and products within and outside the national domain; and
- (3) The National Climate Program Act of 1978, 15 U.S.C. 2901, 2908, which established a national climate program to assist the Nation and the world in understanding and responding to natural and human-induced climate processes and their known and potential effects.

INTERAGENCY COMMUNICATIONS

To provide for consistent and effective communication between the DOT and the USGS, each party shall appoint a Principal Representative to serve as its central point of contact on matters relating to this MOU. Additional representatives may also be appointed to serve as points of contact on interagency agreements.

AVAILABILITY OF DATA

The results of work performed through Interagency Agreements (IAs) developed pursuant to this MOU will be available for use by the ordering as well as the performing agency. This includes publication of results where appropriate. Examples of materials where publication would not be appropriate include materials protected due to security considerations or protected under the Freedom of Information Act. The ordering and performing agencies will be provided the opportunity, prior to publication, to review and comment on any reports or materials resulting from work performed through IAs developed pursuant to this MOU.

NON-FUND OBLIGATING AND NON-BINDING DOCUMENT

Nothing in this MOU may be construed to obligate the parties or the United States to any current or future expenditure of resources in advance of the availability of appropriations from Congress. Nor does this MOU obligate the parties or the United States to spend funds on any particular project or purpose, even if funds are available.

Any endeavor or transfer of anything of value involving reimbursement or contribution of funds between the parties to this MOU will be handled in accordance with applicable laws, regulations and procedures, including those for government procurement and printing. Such endeavors will be outlined in separate agreements that should be made in writing by representatives of the parties and shall be independently authorized by appropriate statutory authority. This MOU does not provide such authority. Specifically, this MOU does not establish authority for noncompetitive award of any contract or other agreement of any of the participating entities.

Any contract or agreement for training or other service must fully comply with all applicable requirements for the competition.

FEDERAL ADVISORY COMMITTEE ACT

The parties will comply with the Federal Advisory Committee Act to the extent it applies.

AMENDMENT, MODIFICATION, AND TERMINATION

This MOU may be modified or amended only by written, mutual agreement of the parties. Either party may terminate this MOU by providing written notice to the other party. The termination shall be effective upon the sixtieth day following notice, unless a later date is set forth. In the event of termination, in all circumstances the ordering agency shall continue to be responsible for all costs incurred by the performing agency under this MOU, and for the costs of closing out or transferring any ongoing contracts.

EFFECTIVE DATE

This MOU shall become effective when signed by both DOT and USGS and will continue for a period of five calendar years from the effective date of the agreement. The MOU may be extended after its 5-year term by an amendment to the MOU.

Signature on File

Mr. Emil H. Frankel
Assistant Secretary for Transportation Policy
U.S. Department of Transportation

Date: 1/9/04

Signature on File

Dr. Charles G. Groat
Director
U. S. Geological Survey

Date: 12/22/03