

SEA-COOS: Southeast Atlantic Coastal Ocean Observing System

First Amended Articles of Collaboration 11/14/03

The Southeast Atlantic Coastal Ocean Observing System (SEA-COOS) is a regional collaborative ocean observing system, supported by the US Office of Naval Research, to better develop a scientific understanding of the chemical, meteorological, biological, and transportation processes of the near-shore ocean environments. The SEA-COOS project will be administered and operated for scientific, educational and outreach activities of the collaborators (hereinafter referred as SEA-COOS Member(s)). SEA-COOS will foster a collaboration between academic, federal, state and private entities to develop an operational, regional coastal ocean observing and information system for the Southeast United States. The SEA-COOS Members shall be responsible for the performance of work under contracts resulting from the ONR Prime Agreement to the University of North Carolina or other sources of funds to any SEA-COOS member, and will assume all obligations as defined in the **SEA-COOS Master Agreement** (hereinafter incorporated as part of these Articles as Attachment 1).

1. The SEA-COOS Members

Five prestigious institutions; University of North Carolina, University of South Carolina, University of Miami, University of South Florida, and the Skidaway Institute of Oceanography (founding members); the four Sea Grant offices at North Carolina State University, South Carolina Sea Grant Consortium, University of Georgia and the University of Florida; and a state agency, South Carolina Department of Natural Resources comprise the SEA-COOS Members. The SEA-COOS Members will work together in a collaborative manner to achieve the goals set forth in the SEA-COOS project proposal. An outline of the structure of this collaborative relationship is set forth in this summary of the Articles of Collaborations. The SEA-COOS Members will execute their best efforts and take all actions necessary to effectuate the relationship set forth in these Articles of Collaboration.

2. Management Structure of SEA-COOS

The University of North Carolina Office of the President (UNC-OP), recipient of the ONR award, will be responsible for the daily operation of this collaborative effort and to ensure that the logistics for the SEA-COOS members are optimized under the SEA-COOS Master Agreement and that the overall tasks of SEA-COOS are accomplished towards these purposes. Operation includes contract administration, project accounting and execution of subcontracts. The Office of the President, from time to time, will provide information to the SEA-COOS members and organize meetings of the various boards when appropriate.

- a) **Board of Directors** There will be a seven-member Board of Directors (hereafter called Directors). Each of the five founding members will nominate one Director to serve on the Board. The Sea Grant Directors will nominate one member to serve as a Director. The UNC-OP will appoint a seventh member to the Board who will represent public stakeholders. The UNC-OP Vice President for Research will serve as an ex-officio, non-voting Director of the Board. The full voting Board of Directors will receive nominations from among its membership and vote for the Chairman of the Board. The Chairman of the Board will be a representative from a founding member institution and will serve no more than three (3) consecutive two-year terms.

The Directors will serve initially for two-year terms in non-salaried positions. All voting will be subject to having a quorum of the voting members present – either in person or telephonically. A quorum will consist of having four (4) voting Directors present. A simple majority will be required to approve an action. The Board of Directors can, at anytime, vote to add additional directors (voting and non-voting) or remove existing directors. The Board of Directors will be charged with SEA-COOS governance and policy-making, but not inconsistent with their own institutional policies.

- b) **Working Groups** The Board of Directors will establish appropriate working groups to assist in the management of the project (see organizational chart as incorporated herein as Attachment 2). SEA-COOS working groups will be established and overseen by the Board of Directors. Each SEA-COOS working group will nominate its own chair and conduct its activities in accordance with SEA-COOS goals. Each working group, or its representative, will be expected to meet from time to time with the Board of Directors and report its activities. The chairs of the working groups will form the Executive Committee, which will provide day-to-day management of SEA-COOS. Each SEA-COOS working group must have at least (1) one member from the Board of Directors and/or a Principal Investigator.
- c) **Principal Investigators** The SEA-COOS project will be managed by a Lead Principal Investigator who will also serve as Chief Operating Officer and as a non-voting Director of the Board. The UNC Vice President for Research will serve as a project coordinator to provide administrative assistance to the SEA-COOS members. The Board of Directors is required to update the list of co-principal investigators at each Board meeting.
- d) **Affiliate Members Committee** The Board of Directors agrees to organize a non-voting SEA-COOS Affiliate Members Committee and to extend membership to entities such as other universities, industries, organizations and governmental agencies. The Board of Directors will have authority to extend an offer of Affiliate Membership by an affirmative vote of a majority of the Directors. The decision to extend an Affiliate Membership will be based primarily on the added scientific, competitive or stakeholder advantage that a candidate would bring to SEA-COOS. The Affiliate Members will be organized to meet at least one a year with the Board of Directors to provide guidance and project evaluation.

3. Addition/Withdrawal of SEA-COOS Member Organizations

The Board of Directors will have the authority to add a SEA-COOS Member to the Board of Directors or any other affiliate organization or committee by a majority vote.

Any SEA-COOS Member may withdraw from the Collaboration by providing 120 days written notice to the SEA-COOS Board. When appropriate, this would be accompanied by a termination budget and a revised statement of Work. Withdrawal as a SEA-COOS Member does not release said organization from any contractual commitments to SEA-COOS. During the 120 day notice period, the withdrawing member shall use reasonable efforts to wind down its project tasks and assist in any necessary transition in an orderly fashion. The withdrawing member shall make a reasonable effort to transfer its portion of the SEA-COOS work to another member or a prospective new member.

4. Dispute Resolution Procedures

Should conflicts arise among SEA-COOS Members related to operation of the project that cannot be resolved by the Principal Investigators and the UNC-OP Vice President for Research, the Member(s) will have the right to present its (their) objection(s) to the SEA-COOS Board of Directors. Within 30 days of the presentation, the Board will make a determination regarding resolution of the conflict. The Board's decision will be final. Notwithstanding the preceding, the right of the Member(s) to seek the assistance of the SEA-COOS Board of Directors in resolving conflicts shall not serve to waive or otherwise affect in any way their right to pursue all rights and remedies provided by applicable law. Decisions of the SEA-COOS Board of Directors that affect contractual arrangements under the SEA-COOS Master Agreement will be made known to the UNC-OP Vice President for Research.

In specific instances when the Board of Directors recommends removal of a SEA-COOS Member from the project, representatives of the Board will contact ONR representatives and present the justification(s) for such a recommendation. It is expected, that under these circumstances, the Board members will work collaboratively with ONR to ensure continuity of project goals and to identify new collaborators to carry out project objectives.

5. Organizational Conflict of Interest

SEA-COOS and its individual Members agree that it (they) will not knowingly enter into contracts that create a conflict of interest and further agree that it/they will avoid unfair competitive advantage or potential bias. These Articles of Collaboration shall prevail during the performance of the SEA-COOS ONR Initial Implementation award or through the performance of tasks pursuant to this award. In the event that SEA-COOS Members are required to develop specifications or statements of work that are to be incorporated into an ONR solicitation, that Member shall not knowingly perform the work described in that solicitation as a prime or first-tier subcontractor under an ensuing ONR contract (only for the duration of the Initial Implementation award), unless specifically exempted by ONR and/or its representatives.

6. Publicity and Publications

The SEA-COOS Members to the Articles of Collaboration may publicize their participation in SEA-COOS provided that each Member provides written releases to other Members of the Collaboration. Notice shall not be required for Members that list their SEA-COOS participation in standard research project reports, reports to state authorities, boards of trustees, regents, or other entities to whom they report sources of funding and activities of research. Each and every SEA-COOS participant must acknowledge participation within the program in any publication, media release or presentation by including the grant number, sponsoring agency(ies) and the participating institutions, e.g. "SEA-COOS is a collaborative, regional program sponsored by the Office of Naval Research under Award No. N00014-02-1-0972 and managed by the UNC-Office of the President."

All SEA-COOS Members shall be free to use the results of SEA-COOS research for their own teaching, educational and publication purposes without payment of royalties or other fees. Under no circumstances will a student's thesis, supported by SEA-COOS funds, be delayed in degree confirmation due to review by SEA-COOS Members, Board of Directors, or committees.

7. Information Sharing

Members agree to freely share all observations and model results generated with SEA-COOS funding with other SEA-COOS members and the public. All information must be available in a timely manner and be accompanied by sufficient ancillary data to fully characterize the quality of the information.

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8. Term of the Articles of Collaboration

It is anticipated that these Articles of Collaboration will remain in place as long as the SEA-COOS project exists. At a minimum, the term of the Articles of Collaboration will be consistent with the initiation date of ONR award number N00014-02-1-0972 and will extend to cover any funded task orders resulting from work contracted to the SEA-COOS Members by UNC-OP. The provisions on intellectual property described in the SEA-COOS Master Agreement will remain in effect past the termination of the remainder of the Articles of Collaboration to the extent required by applicable contracts and subcontracts.

9. Amendments

No amendment or changes to any provision of the Articles of Collaboration shall be valid unless in writing, signed by an authorized representative of each SEA-COOS Member organization.

This agreement may be executed in counterparts, and each executed counterpart shall be considered as an original of this agreement. Further, signatures by facsimile shall have the same force and effect as an original.

_____ University of North Carolina Office of the President	_____ Date
_____ University of North Carolina at Chapel Hill	_____ Date
_____ University of Miami	_____ Date
_____ University of South Carolina	_____ Date
_____ Skidaway Institute of Oceanography	_____ Date
_____ University of South Florida	_____ Date
_____ North Carolina Sea Grant	_____ Date
_____ Florida Sea Grant	_____ Date
_____ South Carolina Sea Grant	_____ Date
_____ Georgia Sea Grant	_____ Date
_____ South Carolina Department of Natural Resources	_____ Date

November 14, 2003

Attachment 1

UNC Master Agreement

Found at:

http://www.northcarolina.edu/docs/aa/research/initiatives/SEA_COOS_Master_Agreement.pdf

Attachment 2

Organizational Structure – Initial Implementation

The Working Group is the first tier of organization beneath the Board of Directors. Each Working Group is chaired by a principal investigator within SEA-COOS. Members may be drawn from funded and/or collaborating institutions, but only funded members have voting rights. Coordination of region-wide activities should take place within the working groups and participation by externally-funded organizations should be encouraged. Working groups will be composed largely of principal investigators and be responsible for all aspects of the project within their designated pervue. This includes design and coordination of region-wide activities, and development, assignment and execution of specific project tasks.

The second tier of organization, beneath the working groups, is the coordinating committee. The committees provide a finer-grained management of project activities. Each committee will appoint a chair who reports to the sponsoring working group, and will draw its membership from active participants in the observing systems of the region.

The initial organization consists of the following working groups:

Observing Working Group – responsible for coordination of activities related to actual collection of observations. This includes sensor/technique selection, platform design, data transmission and supporting infrastructure for each of these components. Selection of measurement sites will be the responsibility of this group.

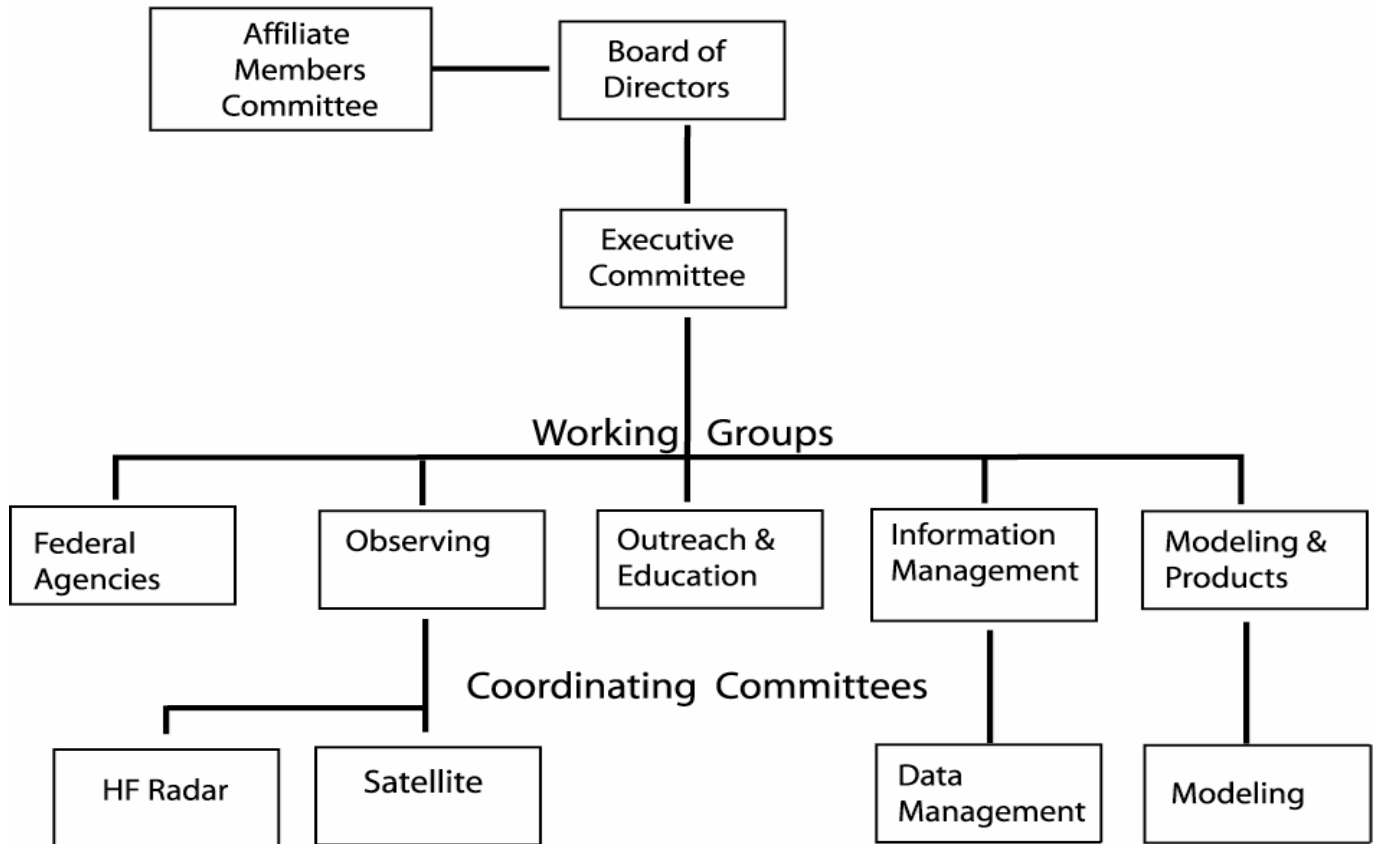
Modeling and Products Working Group – responsible for coordination of activities related to modeling and/or synthesis of observations. This includes all forms of modeling (e.g. circulation, surface wave, new production).

Data Management Working Group – responsible for coordination of activities related to data storage, transfer and archiving. Support of the SEACOOS website/portal is included within the pervue of the working group.

Outreach and Education Working Group – responsible for coordination of activities related to interaction with non-scientific user groups within the region and with K-12 educational activities.

Federal Agency Working Group – responsible for representing participating federal agencies before SEACOOS.

SEA-COOS Organizational Structure



01/07/03