MEMORANDUM OF AGREEMENT
BETWEEN
THE U.S. DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
AND THE
U.S. DEPARTMENT OF THE INTERIOR
NATIONAL PARK SERVICE

This Memorandum of Agreement (MOA) is made and entered into by the U.S. Department of Transportation, Maritime Administration (MARAD) and the U.S. Department of the Interior, National Park Service (NPS).

I. PURPOSE:

The purpose of this MOA is to establish a cooperative partnership between MARAD and NPS that promotes and advances public awareness and appreciation for the maritime heritage of the United States as authorized under the National Maritime Heritage Act (16 U.S.C. § 5401). The objective of the MOA is to establish roles and responsibilities for both organizations to actively promote the interpretation and preservation of the Nation's maritime history and heritage.

II. AUTHORITIES:

In accordance with 46 U.S.C. § 57102, 16 U.S.C. § 5405(c), and Section 3502 of Public Law 106-398, as amended, MARAD is authorized to dispose of those ships not assigned to the Ready Reserve Force.

The National Maritime Heritage Act of 1994 established the National Maritime Heritage Grants Program within the U.S. Department of Interior and authorizes NPS to provide grants for maritime heritage education and preservation activities to foster in the American public a greater awareness and appreciation for maritime history and how that history shaped the Nation's culture and character.

III. BACKGROUND

The National Maritime Heritage Act of 1994 authorized NPS to administer the National Maritime Heritage Grants Program funded through annual proceeds from the sale of obsolete vessels from MARAD's National Defense Reserve Fleet. A FY 2010 amendment to the law authorized MARAD to administer funding for the preservation and public presentation of MARAD-owned properties and other purposes that the Administrator approves.

IV. ACTIONS

Both NPS and MARAD share a mutual interest in preserving the Nation's rich maritime legacy and share similar responsibilities in regard to the protection and interpretation of that legacy. MARAD will continue to fund the grant program in addition to funding the preservation of its own maritime heritage. To accomplish the MOA's purpose, MARAD and NPS agree to the following:

1. Subject to the availability of funds, MARAD will provide one-half of the 25 percent (i.e., 12.5 percent) of the proceeds from the sale of obsolete vessels from MARAD's National Defense Reserve Fleet to the NPS for the National Maritime Heritage Grant Program on an annual or biennial basis as specified by the NPS. Such amount may be adjusted upward or downward of 12.5 percent at MARAD's discretion, in consultation with the NPS and as informed by funding levels and each agency's requirements;
2. MARAD will play an active role in partnership with the NPS to review and make final determinations to recommend or not to recommend grant applications for project funding. Voting members of the NPS grant application review body, consisting of NPS, MARAD, and other Federal entities, if any, of NPS's choice, shall be in simple majority agreement regarding projects recommended for funding. The Secretary of the Interior will make final grant award decisions;
3. MARAD will participate with the NPS to identify and advise the Secretary of the Interior regarding priorities for achieving the National Maritime Heritage Policy, and to recommend maritime heritage education and preservation project priorities for future grant cycles;
4. NPS will update its National Maritime Grant Program material to include MARAD's role in the grant program;
5. MARAD and NPS will announce the grant recipients jointly at a time and location agreeable to both parties.

V. TERMINATION:
This MOA can be terminated by either party upon issuance of written notice to the other party not less than 30 days prior to the proposed termination date. The notice may be waived by mutual written consent of both parties to this MOA.

VI. ANNUAL REVIEW:
MARAD and NPS will review this MOA annually to mutually determine whether terms and provisions are appropriate and current.

VII. THIRD PARTY RIGHTS:
This MOA does not confer any rights or benefits on third parties.

EFFECTIVE DATE AND SIGNATURE
This MOA shall be effective upon the signatures of the Parties' authorized officials. It shall be in force indefinitely from the date of the second signature. The Parties indicate agreement with the terms of this MOA by their signatures, which may be entered in two parts.

SIGNATORIES:

Maritime Administrator

USDOT/Maritime Administration

Principal Deputy Assistant Secretary,
Fish and Wildlife and Parks
Department of the Interior

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SIGNATURE:

Paul N. Jaenichen

Date 25 SEPT 2013

Paul N. Jaenichen
Acting Maritime Administrator
USDOT/Maritime Administration

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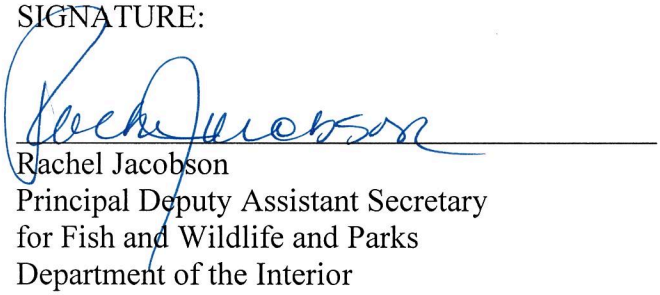
SIGNATURE:



Date 9-30-13

Rachel Jacobson
Principal Deputy Assistant Secretary
for Fish and Wildlife and Parks
Department of the Interior