

Memorandum of Understanding Between  
The Florida Atlantic University Board of Trustees

And

The Harbor Branch Oceanographic Institute Foundation Inc.

Harbor Branch Oceanographic Institute Foundation Inc. ("HBOIF"), a Florida not-for-profit corporation and a direct support organization of Florida Atlantic University, and the Florida Atlantic University Board of Trustees ("FAU") enter into this agreement, effective this 22<sup>ND</sup> day of JUNE 2012, for good and valuable consideration the adequacy of which is recognized by both Parties.

WHEREAS, the State of Florida by statute has designated four specialty license plates to be issued and the annual user fees to be distributed to the HBOIF; and

WHEREAS, each of the four specialty license plates (Protect Wild Dolphins, Protect Florida Whales, Save Our Seas, and Aquaculture) is designated by statute for use by the HBOIF in various ways relevant and specific to the subject matter of that license plate; and

WHEREAS, HBOIF has to account for the annual user fees consistent with each respective statute; to include, but not limited to, sub-recipient monitoring of the research and education being conducted with these funds; and

WHEREAS, FAU is a state university which, through its Harbor Branch Oceanographic Institute, carries on research and education in areas designated by the above specialty license plate; and

WHEREAS, HBOIF has entered into a Memorandum of Understanding dated August 14, 2009 with Florida Atlantic University Foundation (FAUF) for, among other things, administration of Specialty License Plate funds; and

WHEREAS, FAU has pre-award and post-award processes through its Division of Research that are capable of ensuring compliance with the above statutory requirements that the funds be granted for use as statutorily specified and be used in fact as statutorily specified; and

WHEREAS, FAU believes that Special License Plate funds can be administered more efficiently by its Division of Research and the HBOIF has no objection to such substitution; and

WHEREAS, the Parties agree that the HBOIF will transmit the annual specialty license plate fees given to it by the State of Florida to the FAU Division of Research for use by the Harbor Branch Oceanographic Institute in manners consistent with Florida Statute and this Memorandum of Understanding; and

WHEREAS, FAU agrees to accept these funds subject to its pre-award and post-award processes and the terms of this Memorandum of Understanding and agrees to account to the HBOIF to ensure that sub-recipient monitoring is carried out to ensure use of the funds consistent with statute; and

Now, therefore, the Parties agree and state as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The HBOIF will transmit the annual fees from the designated specialty license plates to the FAU Division of Research, which will set up a separate account for each license plate fund
3. FAU, through a proposal review committee at its Harbor Branch Oceanographic Institute, will follow a process for awarding research, educational or other projects to ensure that they are consistent with the state license plate statute (Exhibit A, attached and incorporated by this reference). HBOIF shall have the right to appoint a member to the proposal review committee. In addition, the FAU Division of Research will set up a pre-award file for each project, ensuring budget accuracy and research compliance, such as proper animal care and protection through the FAU Institutional Animal Care and Use Committee (IACUC), and boat, diving and laboratory safety.
4. The proposal review committee will use the form attached hereto as Exhibit B, attached and incorporated by this reference, which will require each applicant to state which license plate fund is being requested to be used and how the proposed project supports the purposes of that license plate fund.
5. Once a project is approved for funding, the project file will be forwarded to FAU Research Accounting for account oversight, including guidance on allowable costs on sponsored projects, management of consultant contracts and subcontracts, effort certification, cost sharing, program income, if any, and other research accounting compliance issues. Among other things, Research Accounting will carry out those functions stated in Exhibit C, attached and incorporated by this reference.
6. HBOIF will carry out its obligations to ensure proper sub-recipient monitoring by conducting activities set forth in Exhibit D, attached and incorporated by this reference.
7. FAU agrees to be responsive to HBOIF's requests for information concerning use of the specialty license plate funds in order to carry out the objectives set forth in Exhibit D. In the event HBOIF or FAU believe that sub-recipient monitoring is not being carried out or documented as required by statute or this agreement, HBOIF through its Executive Director will contact the FAU Vice President for Research and Graduate Studies to address and correct the concern identified.
8. Either party may, upon ninety (90) days prior written notice to the other, terminate this Memorandum of Understanding.

IN WITNESS WHEREOF, HBOIF and FAU, through their duly authorized officers, execute this Agreement this 22<sup>nd</sup> day of JUNE 2012.

FLORIDA ATLANTIC UNIVERSITY

By: Barry T. Rossen

Title: Vice President for Research

Name: Barry T. Rossen

Date: 7.9.12

HARBOR BRANCH OCEANOGRAPHIC INSTITUTE FOUNDATION INC.

By: J. Duke

Title: CHAIRMAN, PRESIDENT

Name: JOSEPH Z. DUKE

Date: 6/22/2012

APPROVED AS TO FORM  
AND LEGALITY  
General Counsel JAL  
Florida Atlantic University 7/5/12

First Amendment to  
Memorandum of Understanding Between  
The Florida Atlantic University Board of Trustees

And

The Harbor Branch Oceanographic Institute Foundation Inc.

Harbor Branch Oceanographic Institute Foundation Inc. ("HBOIF"), a Florida not-for-profit corporation and a direct support organization of Florida Atlantic University, and the Florida Atlantic University Board of Trustees ("FAU") entered into a Memorandum of Agreement, effective 22<sup>nd</sup> day of June, 2012, for good and valuable consideration the adequacy of which is recognized by both Parties.

WHEREAS, both Parties to the Agreement wish to amend the MOU to reflect matters further agreed upon; and

WHEREAS, the Parties have agreed that the HBOIF will transmit the annual specialty license plate fees given to it by the State of Florida to the FAU Division of Research for use by the Harbor Branch Oceanographic Institute in manners consistent with Florida Statute and this Memorandum of Understanding; and

WHEREAS, the Parties have agreed to an indirect cost rate for the services provided by the FAU Division of Research.

Now, therefore, the Parties agree and state as follows:

1. The above recitals are true and correct and are incorporated herein by this reference.
2. The Parties agree to add a Paragraph 9 to the MOU, which shall be as follows:
  9. The FAU Division of Research will charge an administration fee of 2.5% for all Specialty License Plate funds received by it from HBOIF and derived from Specialty License Plate sales on October 1, 2012 and thereafter. Specialty License Plate Funds transmitted to the FAU Division of Research shall be net of administrative, promotion, marketing costs incurred by HBOIF and further net of distributions to others as required by the applicable Florida Statutes.
3. Other than the above addition of a paragraph 9, the MOU remains the same in all other respects.

IN WITNESS WHEREOF, HBOIF and FAU, through their duly authorized officers, execute this Agreement this \_\_\_\_ day of \_\_\_\_\_, 2012.

FLORIDA ATLANTIC UNIVERSITY

By: Barry T. Rosson

Title: Vice President for Research

Name: Barry T. Rosson

Date: November 30, 2012


HARBOR BRANCH OCEANOGRAPHIC INSTITUTE FOUNDATION INC.

By: J. Duke

Title: PRESIDENT

Name: JOSEPH Z. DUKE

Date: 12/11/2012

 APPROVED AS TO FORM  
AND LEGALITY  
General Counsel  
Florida Atlantic University