

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The Centers for Disease Control and Prevention
The National Institute for Occupational Safety and Health (NIOSH)
AND
The United States Coast Guard (USCG)**

**REGARDING
ADMINISTRATION OF THE COMMERCIAL FISHING SAFETY TRAINING
GRANT PROGRAM (CFSTGP) AND THE COMMERCIAL FISHING SAFETY
RESEARCH GRANT PROGRAM (CFSRGP)**

- I. STATUTORY AUTHORITY:** This Agreement is authorized under the provisions of:
- A. The Coast Guard Authorization Act of 2010, Public Law 111-281;
 - B. The Howard Coble Coast Guard Maritime Transportation Act of 2014, as amended, Public Law 113-281;
 - C. The Fiscal Year 2017 Department of Homeland Security Appropriations Act Public Law 115-31;
 - D. The Office of Management and Budget Regulations, Title 2 Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, issued December 26, 2013;
 - E. The Department of Homeland Security Administrative Regulations, Title 2 Code of Federal Regulations Part 3002.10, effective December 26, 2014;
 - F. The Department of Homeland Security Financial Management Policy Manual Section 6; Financial Assistance, effective October 26, 2015;
 - G. 46 U.S.C. 4502(i) and (j), Vessels and Seamen, Inspection and Regulations of Vessels, Uninspected Commercial Fishing Industry Vessels, Safety Standards.
 - H. The National Institute for Occupational Safety and Health, Titles II, III, and XVII of the PHS Act, sections 101, 102, 103, 201, 202, 203, 301, and sections 20, 21, and 22 of the Occupational Safety and Health Act, with respect to occupational safety and health;
 - I. The Economy Act of 1932, as amended, 31 U.S.C. 1535;
- II. REFERENCES:** In addition to statutory authorities (A-H), references include:
- A. The Office of Management and Budget Regulations, Title 2 Code of Federal Regulations, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, issued December 26, 2013;
 - B. Statement on Standards for Attestation Engagements (SSAE) No. 16;
 - C. Statement on Standards for Attestation Engagements (SSAE) No. 18;
 - D. The Treasury Financial Manual (TFM) Volume 1, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transaction (IGT) Guide.
- III. PURPOSE:** The purpose of this Agreement is to define the roles of NIOSH and USCG to meet responsibilities for managing the Commercial Fishing Safety Training Grant Program (CFSTGP) and Commercial Fishing Safety Research Grant Program (CFSRGP) as authorized by 46 U.S.C. 4502(i) and (j).

IV. PARTIES: The parties to this MOU are the NIOSH Office of Extramural Programs (OEP) and the USCG Office of Commercial Vessel Compliance (CG-CVC).

V. RESPONSIBILITIES: NIOSH/OEP and CG-CVC agree that:

A. NIOSH/OEP is responsible for the administration of the Coast Guard's CFSTGP and CFSRGP including designing and operating the administrative mechanisms needed to implement and manage the program. USCG is responsible for providing subject matter expertise in fishing vessel safety. Further, NIOSH/OEP and USCG agree to act as follows:

B. GRANT ADMINISTRATION

Using the NIH model ([NIH Grants Process](#)) for the administration of its extramural programs, NIOSH will be responsible for administering two separate grants program for the USCG:

Commercial Fishing Safety Grant Program (U01)

Commercial Fishing Safety Training Program (U60)

Grants may be awarded as grant(s) or cooperative agreement(s) to allow for substantial involvement by NIOSH and USCG subject matter experts (SMEs).

For each of the new grant programs, NIOSH will:

- (1) **Notice of Funding Opportunity (NOFO)**, (formerly known as Funding Opportunity Announcement or FOA). Develop and publish new NOFO/FOA. The NOFO/FOAs will be developed with input from both NIOSH and USCG subject matter experts (SMEs). The project period for each of the programs will be 24 months.
- (2) **Review and Award.** NIOSH will schedule and oversee Special Emphasis Panels (SEPS) which will rate and score each proposal. The Panels will be held to evaluate and rate the scientific and technical merit of each proposal. The NIOSH Secondary Review Committee (SRC) made up of SMEs from the USCG and NIOSH will review applications for program relevance. Results and scoring from the Panel and Committee are confidential and known only to NIOSH and CDC Office of Grants Services (OGS). NIOSH will distribute awards based on impact score criteria assigned to each proposal. The Director, NIOSH will approve award recommendations and required documentation will be submitted to the CDC OGS for final review and award.
- (3) **Post Award.** The assigned NIOSH Scientific Program Officer will oversee the grant and be responsible for monitoring performance and conducting site visits. Since awards will be made as grant or cooperative agreements, NIOSH and USCG SME's may also provide advice and assistance to the grantee as warranted.

- (4) **Close Out.** Close out of each grant will be conducted per established administrative procedures.

C. TECHNICAL ASSISTANCE

USCG/CG-CVC shall:

- (1) Maintain visibility and be engaged in the grant lifecycle phases of the CFSTGP and CFSRGP.
- (2) Provide subject matter expertise on matters related to fishing vessel safety, CFSTGP, and CFSRGP.
- (3) Coordinate with NIOSH/OEP to develop CFSTGP and CFSRGP prerequisite criteria.
- (4) Partner with NIOSH/OEP to establish CFSTGP and CFSRGP eligibility, selection, and evaluation criteria.
- (5) Partner with NIOSH/OEP to identify suitable project Subject Matter Experts (SMEs) to support review of CFSTGP and CFSRGP application packages.
- (6) Support NIOSH/OEP in stakeholder outreach as may be warranted.
- (7) Convey known fishing vessel safety developments that may influence CFSTGP and CFSRGP to NIOSH/OEP.
- (8) Conduct periodic audits with NIOSH throughout CFSTGP and CFSRGP lifecycles to verify working elements of programs.

NIOSH shall:

- (9) Provide technical assistance including published NIOSH research for the development of both call for proposals to help focus on highest priorities to improve safety in the commercial fishing industry.
- (10) Have internal auditing processes established, and apply auditing practices during grant project duration.

D. COORDINATION AND COLLABORATION EFFORTS

NIOSH/OEP and USCG/CG-CVC shall:

- (1) Ensure CFSTGP and CFSRGP applicants have developed a Commercial Fishing Safety Training Plan or Commercial Fishing Safety Research Plan Proposal that satisfy elements of the Funding Opportunity Announcement (NOFO).
- (2) Agree to joint participation in relevant project conference calls, meetings, or monitoring visits with grantees.
- (3) Jointly review and collaborate on change(s) that may influence the original CFSTGP or CFSRGP.
- (4) Direct CFSTGP and CFSRGP applicants and grantees to contact NIOSH/OEP for grant related concerns.
- (5) Meet quarterly to discuss current CFSTGP and CFSRGP status, addressing areas of concern.
- (6) Conduct a post award review session for each CFSTGP and CFSRGP cycle and document lessons learned to be considered in future cycles.
- (7) Agree to maintain reasonable physical, electronic, and procedural safeguards to protect information shared under this agreement against loss, theft, or unauthorized access. Safeguard concerns shall be jointly addressed between NIOSH/OEP and USCG.
- (8) Maintain CFSTGP and CFSRGP data in accordance with current editions of the Department of Homeland Security's Maritime Safety and Security Act.

VI. POINTS OF CONTACT:

NIOSH and USCG/CG-CVC agree to keep each other informed of changes in key personnel as they may occur.

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- VII. EFFECTIVE DATE:** The terms of this Agreement will become effective on the date this MOU is signed by all parties and will stay in effect until rescinded.
- VIII. REVIEW, AMENDMENT AND MODIFICATIONS:** The parties will review this MOU annually from the date of the original execution as necessary to determine whether legislative or other action require the Agreement to be re-drafted, in part or in whole, and/or amended. If in addition to the matters specifically covered in this Agreement either party identifies additional matters on commercial fishing safety training and research grants that should be specifically included in this MOU Agreement, that party will request that this MOU Agreement be amended accordingly, and the parties will meet to discuss the need for such amendment. Any agreed upon amendment or modification must be in writing, and executed by the appropriate representatives of NIOSH and USCG.
- IX. CONFLICT OF LAW:** Nothing in this Agreement is intended to conflict with current law or regulation or the directives of NIOSH or USCG. If a term of this Agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Agreement shall remain in full force and effect.
- X. DISPUTES:** Disputes related to this agreement shall be resolved in accordance with the instructions provided in the Treasury Financial Manual (TFM) Volume I, Part 2, Chapter 4700, Appendix 10; Intragovernmental Transactions (IGT) Guide. Should disagreement arise on the interpretation of the provisions of this Agreement, or amendments and/or revisions thereto, that cannot be resolved at the operating level, the area(s) of disagreement shall be stated in writing by each party and presented to the other for consideration. If agreement on interpretation is not reached within (30) days, the parties shall forward the written presentation of the disagreement to respective higher officials for appropriate resolution.
- XI. TERMINATION:** Either party may terminate this agreement upon 30 days written notice to the other party. If the agreement is terminated, the agencies shall agree to the terms of termination, including costs attributable to each party and the disposition of awarded and pending actions. If the Servicing Agency incurs costs due to the Requesting Agency's failure to give the requisite notice of its intent to terminate the agreement, the Requesting Agency shall pay any

actual costs incurred by the Servicing Agency as a result of the delay in notification, provided such costs are directly attributable to the failure to give notice.

XII. RIGHTS AND BENEFITS: Nothing in this MOU Agreement is intended to diminish or otherwise affect the authority of any agency to carry out its statutory, regulatory or other official functions, nor is it intended to create any right or benefit, substantive or procedural, enforceable at law or in equity by any party against the United States, its departments, agencies, officers, or employees, state agencies or officers carrying out programs authorized under Federal law, or any other person.

XIII. APPROVALS:

Approval: _____ Date _____
Martha DiMuzio
Associate Director for Fiscal Resources Management
Office of the Director
National Institute for Occupational Safety and Health
1090 Tusculum Avenue
Cincinnati, OH 45226

Approval: *M. Edwards* Date May 4, 2018
Matthew Edwards
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Chief, Office of Commercial Vessel Compliance
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Enclosures: (1) FS Form 7600 A for CG CVC Discretionary & Grant 10MAY2018.
(2) FS Form 7600 B Discretionary Grant CG CVC 10MAY2018-Mod.pdf
(3) FS Form 7600 B Discretionary Grant CVC 10MAY2018-Line 002.pdf.