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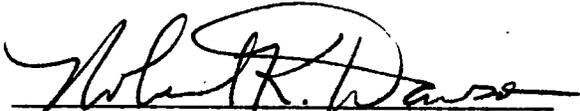
MEMORANDUM OF UNDERSTANDING  
THE U. S. DEPARTMENT OF TRANSPORTATION, MARITIME ADMINISTRATION  
(MARAD)  
AND  
THE DEPARTMENT OF ARMY, U. S. ARMY CORPS OF ENGINEERS  
(USACE)  
CONCERNING  
COOPERATION IN  
MARINE TRANSPORTATION SYSTEMS TECHNOLOGY,  
PORT AND WATERWAY DEVELOPMENT  
JOINT RESEARCH AND DEVELOPMENT, AND  
APPLIED ENGINEERING

4. This MOU will come into effect upon signature by both parties and will remain in effect subject to 30 days written notice of termination by either party, provided that such task-sharing projects on-going at the time of termination will be completed in accordance with previously agreed upon terms and schedules.

Done at MARAD, this 26 th day of Nov., 1984.

For the  
Department of Army

For the  
Department of Transportation



ROBERT K. DAWSON  
Acting Assistant Secretary of the Army  
(Civil Works)



H. E. SHEAR  
Maritime Administrator  
U. S. Maritime Administration

Date November 1, 1984

Date 11/26/84



DEPARTMENT OF THE ARMY  
OFFICE OF THE ASSISTANT SECRETARY  
WASHINGTON, DC 20310 -0103

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4 JAN 1985

MEMORANDUM FOR THE DIRECTOR OF CIVIL WORKS *John,*

SUBJECT: Memorandum of Understanding (MOU) Between  
the Department of the Army and the Maritime  
Administration (MARAD)

I have received a signed copy of the subject MOU from MARAD, which is enclosed with this memorandum, along with a letter from Admiral Shear.

A question has been raised by your staff concerning the participation of my office in the activities of the Joint Steering Group established by the MOU. I do not feel that it is necessary to have a representative of my office appointed to the Joint Steering Group. However, I would like to be kept informed of activities undertaken pursuant to the MOU.

Therefore, please provide a brief report (telephonic or written) of such activities after each semiannual meeting of the Joint Steering Group. My point of contact for this matter will be Dr. Jonathan Deason at 272-0126.

Robert K. Dawson  
Acting Assistant Secretary of the Army  
(Civil Works)

Enclosure

## I. PURPOSE

1. The purpose of the Memorandum of Understanding (MOU) is to establish a program to enhance cooperation between the Department of Transportation (MARAD) and the Department of Army (USACE) in marine transportation systems technology, port and waterway development, joint research and development, and applied engineering. This MOU is consistent with the Administration's policies to promote interagency cooperation and prevent unnecessary interagency duplication of effort.

2. This MOU outlines the following:

- o The basis on which the program is established
- o The program coordination
- o Interagency working procedures
- o Future actions
- o MOU modification and termination procedures

## II. PROGRAM BASIS

1. There exists mutual interest and activity in MARAD and USACE in the field of marine transportation systems, particularly in the area of development, operation, maintenance and improvement of U. S. ports and waterways.

2. The primary MOU objective is to define those areas of research, development and engineering activities to which joint efforts by MARAD and USACE elements can apply their technical expertise and capabilities.

3. The second objective is to develop procedures to promote cooperation and integration of MARAD and USACE activities in port and waterway development, navigation projects, and related areas. In so doing, this will promote a better understanding and exchange of information, ideas, skills, techniques, and capabilities.

## III. PROGRAM COORDINATION

1. The cooperative activities covered by this MOU will be executed for the Department of Transportation by the Maritime Administration and for the Department of Army by the U. S. Army Corps of Engineers.

2. A Joint Steering Group will provide oversight and policy guidance under the terms of the MOU. MARAD and USACE will designate representatives to the Joint Steering Group, which will meet twice annually.
3. MARAD and USACE each will also designate a Program Coordinator to provide continuing management and coordination under the terms of the MOU.

#### IV. INTERAGENCY WORKING PROCEDURES

1. Activities are subject to applicable federal regulations.
2. In any case where cooperative activity involves cost-sharing, joint project arrangements will be concluded in writing and will prescribe the respective commitments of USACE and MARAD.
3. Reciprocity of information sharing is encouraged and will be enhanced as an objective.
4. MARAD and USACE will have the opportunity to review and comment on any reports which are prepared on projects which are commissioned under the terms of the MOU, in draft form prior to their final publication. Dissenting views of project participants will be included in final reports whenever desirable and if so requested by either agency.
5. USACE and MARAD will seek to assure the accuracy of all data and information exchanged. (The accuracy of data and information are not guaranteed, and neither MARAD nor USACE will hold the other responsible with respect thereto.)

#### V. FUTURE ACTIONS

1. Program Coordinators will identify areas of mutual interest and recommend measures to enhance cooperative efforts. The Program Coordinators will define functional areas of mutual interest, identify agency points of contact, and recommend courses of action to the steering committee.
2. In recognition of the mutual interests and capabilities of both agencies in the area of simulation; at the U. S. Army Engineer Waterways Experiment Station (WES) and the MARAD Computer Aided Operations Research Facility (CAORF), the Program Coordinators will insure that cooperation in this specific area is further strengthened with the broad objectives of technical interchange and most effective use of each agency's facilities and technical expertise.
3. This MOU may be amended by mutual agreement in writing.



U.S. Department  
of Transportation

**Maritime  
Administration**

Administrator

400 Seventh Street, S.W.  
Washington, D.C. 20590

NOV 26 1984

The Honorable Robert K. Dawson  
Acting Assistant Secretary of the Army  
(Civil Works)  
Department of the Army  
Washington, D.C. 20310-0103

Dear Mr. Dawson:

I have signed for the Maritime Administration (MARAD) both original copies of "Memorandum of Understanding, The U.S. Department of Transportation, Maritime Administration (MARAD) and The Department of Army, U.S. Army Corps of Engineers (USACE) Concerning Cooperation in Marine Transportation Systems Technology, Port and Waterway Development Joint Research and Development, and Applied Engineering," forwarded with your letter of November 2, 1984. One original of this now completed agreement is returned herewith for your records.

Although the cooperation between the two agencies has been quite satisfactory, I am confident this MOU will enhance new joint undertakings to the mutual advantage of all concerned. Each of us has the common problem of trying to accomplish more with fewer resources and, under this agreement, we insure against unnecessary duplication of effort. In this regard, if and when your schedule permits, I recommend that you visit MARAD's Computer Aided Operations Research Facility (CAORF) at Kings Point. CAORF is a unique resource that has proven to be an extremely valuable tool in the USACE's port and waterways development programs.

I have instructed Dr. Zelvin Levine of my staff to meet with the USACE program coordinator as soon as possible to initiate the establishment of the Joint Steering Group and to schedule its first meeting. Although my own schedule likely will not permit my personal participation in the Joint Steering Group's activities, I shall follow its progress closely.

I am pleased to have this opportunity to express MARAD's appreciation for the efforts expended and the cooperation rendered at all levels of the USACE in the months that preceded execution of this agreement, and for your personal interest and participation in this effort. We are particularly indebted to Major General John F. Wall and Messrs. William Murden and Charles Hummer for their initiative and guidance.

Sincerely,



H. E. SHEAR  
Maritime Administrator