



MEMORANDUM OF UNDERSTANDING

BETWEEN

THE INTERNATIONAL GROUP OF PROTECTION AND INDEMNITY CLUBS

AND

THE DEPARTMENT OF THE INTERIOR NATURAL RESOURCE DAMAGE

ASSESSMENT AND RESTORATION PROGRAM

I. PARTIES

The Parties to this Memorandum of Understanding (MOU) are the International Group of Protection and Indemnity Clubs (P&I Clubs) and the Department of the Interior Natural Resource Damage Assessment and Restoration Program (DOI Restoration Program), collectively, the "parties".

The aim of this MOU is to promote expeditious and cost-effective restoration of injured natural resources (and the services such resources provide) resulting from ship-source oil spills and from response actions to address the threat of an oil spill in the USA ("spill incident"), as authorized by the Oil Pollution Act (OPA) of 1990 and in accordance with the OPA Natural Resource Damage Assessment (NRDA) regulations promulgated by the National Oceanic and Atmospheric Administration (NOAA), effective Feb. 5, 1996 (15 CFR 990).

II. DEFINITIONS

"IG" means International Group of Protection and Indemnity Clubs.

"Club" means Protection and Indemnity Club.

"ITOPF" means the International Tanker Owners Pollution Federation.

"DOI" means the Department of the Interior and its respective bureaus and Offices

"OPA 90" means the United States Oil Pollution Act of 1990.

"NRDAR" means Natural Resource Damage Assessment and Restoration.

"Trustee" means a federal, state, or Indian Tribe official designated as a natural resource trustee under the Oil Pollution Act of 1990.

“In the USA” means within any of the 50 states or any U.S. Territory, or within coastal seas out to the limit of the United States Exclusive Economic Zone.

III. AGREEMENTS

A. Preparedness

1. The parties shall meet approximately once each year, or more or less frequently as required, in furtherance of this MOU.
2. The parties will facilitate a regular exchange of technical information, such as ITOPF technical papers, relevant DOI determinations and policies, and technical publications relevant and useful for NRDAR, etc.
3. Where appropriate, the parties will consider the joint dissemination of relevant information.
4. The parties will assist each other in providing joint training opportunities for each other’s staff, where requested.
5. DOI, ITOPF, and the IG will be invited to participate in each other’s training sessions or workshops, where such participation is deemed appropriate by the sponsoring organization and by the parties to this MOU.

B. Post-Spill Assessment Activities

1. DOI and ITOPF will coordinate, as appropriate, in spill incidents outside of the USA in which each is involved in some capacity.
2. In the event of a ship-source spill incident in the USA, early contact will be established between the relevant Club, ITOPF, and the DOI in order to:
 - a. confirm the identity of the relevant Club, identify the relevant Club personnel, Club local correspondents, and contractors involved;
 - b. provide relevant technical information concerning the vessel, subject to the consent of the ship-source owner;
 - c. exchange information concerning the specific type and quantity of oil on board and discharged;
 - d. identify the DOI personnel and contractors involved;
 - e. use best endeavors to prevent the introduction of invasive or alien species caused by the transfer of cargo or the mooring of vessels near public lands and/or into public waters or bottoms via the discharge of ballast water; and

- f. identify all known Trustees and interested parties.
 - g. discuss cooperative assessment funding and activities.
3. ITOPF's role is to provide technical information and analysis on relevant issues related to the specific spill incident. ITOPF may also serve as a conduit for exchange of this information among the DOI, DOI co-Trustees, the responsible party, and the involved Club. ITOPF may become involved in the NRDAR process at the request of either the relevant Club or the DOI at any point in the process. Participation shall be in a manner consistent with the OPA regulations, and at the discretion of the Trustee(s). Specifically:
 - a. To assist in determinations and implementation of preventative measures, and participation during the pre-assessment phase, including identification of threatened and affected resources, collection of ephemeral information/data, emergency restoration;
 - b. During injury assessments, and;
 - c. During scoping of potential restoration actions and restoration selection.
 4. It is recognized by the parties that ITOPF's role is subject to it having available capacity in each spill incident, having regard to its other commitments.
 5. If the parties establish technical working groups for a specific spill incident, composed of technical representatives of the parties, ITOPF staff may serve such groups in an advisory capacity, with the concurrence of co-Trustees and as long as their participation does not unacceptably delay Trustee assessment activities. The aim of the working groups will be to address technical and scientific issues related to the spill, and to establish agreement on as many of those issues as possible at the earliest stage. Any such agreements reached are to be fully documented.
 6. In relation to a specific spill incident, the parties may develop a schedule for "waypoint" conferences, either by meeting or telephone conference, in accordance with a rolling timetable to be agreed and reviewed by the parties (on a monthly basis following a spill incident or more or less frequently as appropriate). The purpose of such "waypoint" conferences will be to review the NRDAR process pertaining to the specific spill incident, and may involve representation of the DOI and the co-Trustees, ITOPF, the responsible Party (RP), the involved P&I Club, and the technical representatives of the RP. The "waypoint" conferences will include open discussion in order to identify those issues on which early agreement can be reached, and those issues which there are substantial differences between the parties, with a view to identifying the possible steps that may be taken to resolve those differences.

C. Post-Assessment Activities

The regular meetings referred to under Part III.B.6, above may include, as a routine agenda item, a review of problems and difficulties that may have arisen in the specific spill incident.

D. Research and Development of Restoration Techniques

The Parties to this Agreement may form a Technical Working Group to address research priorities and to review pertinent projects and studies in the area of environmental restoration and monitoring as the Parties determine to be mutually beneficial during the annual meeting identified in A.1 of this MOU. This Technical Working Group may be composed of interested governmental, academic and industry organizations.


IV. PERIOD OF AGREEMENT

Either party may propose amendments to this MOU or terminate this MOU at any time, upon notice to the other party.

V. OTHER PROVISIONS


- A. Nothing herein is intended to conflict with current law, directives, policies or established practices of the DOI. If DOI determines that the terms of this MOU are inconsistent with existing law or policies, then those portions of the MOU shall be invalid.
- B. This MOU is not legally binding on the parties but is designed to reflect an understanding of the way in which the parties can most effectively cooperate, with a view to effective preparedness and response to oil spills in the best interest of all involved, including federal, state, and tribal authorities and the public.

VI. SIGNATURES



Lori Faeth
Deputy Assistant Secretary for
Policy and International Affairs

11/1/2011
Date



Colin Williams
Chairman, International Group of P & I
Associations Pollution Sub-Committee

11/1/11
Date