

Comprehensive Memorandum of Understanding For the Organization and Operation of the LAKE CHAMPLAIN SEA GRANT INSTITUTE

1. Background

The Lake Champlain Sea Grant (LCSG) program was established in 1999 to “improve the understanding and management of Lake Champlain, Lake George and their watersheds for long-term environmental health and sustainable economic development.” Federal funding for the LCSG comes from the National Oceanic and Atmospheric Administration (NOAA) at the Department of Commerce) in the form of a Cooperative Agreement to the University of Vermont (UVM). The core program is a partnership among the Rubenstein School of Environment and Natural Resources (RSENR) at UVM, the College of Arts and Life Sciences (CAS) at the State University of New York at Plattsburgh (SUNY-P), and UVM Extension, which operates within UVM’s College of Agriculture and Life Sciences (CALs). This Memorandum of Understanding (MOU) is intended to describe the overall framework and core functions of the LCSG and the strategic partnerships that are essential to its success and to formalize the structure and operation of the LCSG.

2. Acronyms used in this document

- 2.1. CAP – Coherent Area Program
- 2.2. CALS – College of Agriculture and Life Sciences at UVM
- 2.3. CAS – College of Arts and Sciences at SUNY-P
- 2.4. COI – Conflict of Interest
- 2.5. LCSG – Lake Champlain Sea Grant
- 2.6. MOU – Memorandum of Understanding
- 2.7. NOAA – National Oceanic and Atmospheric Administration
- 2.8. NSGO – National Sea Grant Office
- 2.9. NSGCP – National Sea Grant College Program
- 2.10. NYSG – New York Sea Grant
- 2.11. OAR – Ocean and Atmospheric Research, a division of NOAA in which the NSGCP is funded
- 2.12. PAC – Program Advisory Committee (of the LCSG)
- 2.13. RSENR – Rubenstein School of Environment and Natural Resources
- 2.14. SC – Steering Committee (of the LCSG)

- 2.15. SGA – Sea Grant Association (of national Sea Grant programs)
 - 2.16. SPA – Sponsored Projects Administration at UVM
 - 2.17. SUNY-P – State University of New York at Plattsburgh
 - 2.18. UVM – The University of Vermont
3. LCSG Vision and Mission
 - 3.1. Vision: Lake Champlain Sea Grant envisions a future in which Lake Champlain basin communities anticipate and enable change for long-term ecosystem health and sustainable economic development.
 - 3.2. Mission: To develop and share science-based knowledge to benefit the environment and economies of the Lake Champlain basin. Our audience is business, state, and local leaders and the communities they serve.
4. Authorization
 - 4.1. The LCSG is funded by the NSGCP, which is a program in NOAA OAR. The NSGCP is administered by the NSGO and is authorized by the National Sea Grant College Program Amendments Act of 2008 (Public Law No: 110-394).
 - 4.2. The LCSG was founded as an outreach project of the NYSG in the late 1990s. The LCSG became an independent program in about 2002. The LCSG was elevated to CAP status by the NSGO in 2012, and to Sea Grant Institutional status on May 2, 2018.
5. General Operations and Governance
 - 5.1. The primary partners of the LCSG are the RSENR, SUNY-P, and UVM Extension. The Duties and Responsibilities of the partners are described in Section 6.
 - 5.2. The LCSG is governed by the SC. The Purpose and Responsibilities of the SC are described in Section 7.
 - 5.3. The LCSG is advised by the PAC. The Purpose and Responsibilities of the PAC are described in Section 8.
 - 5.4. The LCSG is administered by a Director, an Associate Director at SUNY-P, and an Associate Director/Extension Leader. The Duties and Responsibilities of these administrative positions are described in Section 9.
6. Primary Partners
 - 6.1. The University of Vermont
 - 6.1.1. The Vice President for Research at UVM or their designee will serve on the SC of the LCSG and will fulfill the responsibilities of this position as detailed in Section 7.

- 6.1.2. UVM's SPA will provide all of the services customarily associated with this office, including but not limited to assisting with the following tasks: prepare proposal budgets, submit proposals, create subawards, negotiate communications with reciprocal offices in other institutions, assist in financial oversight, and coordinate the preparation and submission of fiscal reports.
- 6.1.3. UVM Office of the Vice President for Research will pay the annual dues for the LCSG to participate as a member of the SGA. This fee will be used as a part of the required matching funds for the federal allocation of the LCSG from the NSGCP.

6.2. Rubenstein School of Environment and Natural Resources (RSENR) at UVM

- 6.2.1. The RSENR will serve as the primary host for the LCSG and will provide office space for the UVM-based staff and faculty of the LCSG.
- 6.2.2. The RSENR will provide support and services for the LCSG staff and faculty based at UVM at a level commensurate with support and services offered to equivalent RSENR staff and faculty.
- 6.2.3. The RSENR will provide general fiscal services to the LCSG through its Business Services Center. These services include but are not limited to provision of budget summaries and queries, assistance with effort reporting, preparation of paperwork for minor adjustments to budgets and effort, and other support that would be offered to RSENR faculty with externally-sponsored projects or programs.
- 6.2.4. The RSENR will support a portion of the salary of the Director and – where conditions allow – provide an underlying faculty line for and the Associate Director/Extension Leader. These portions will be negotiated by the Director of the LCSG and the Dean of the RSENR and will be used as a part of the non-federal funds required to match the federal allocation to the LCSG from the NSGCP.
- 6.2.5. The Dean of the RSENR will serve on the SC for the LCSG and will fulfill the Responsibilities of this position as detailed in Section 7.
- 6.2.6. The Dean of the RSENR will appoint and supervise the Director and Associate Director/Extension Leader for the LCSG. The Dean of RSENR may delegate supervision of the Director or Extension leader to the Associate Dean for Faculty at the RSENR in situations where the Dean determines this is appropriate.

6.3. State University of New York at Plattsburgh (SUNY-P)

- 6.3.1. SUNY-P will serve as a secondary host for the LCSG and will provide office space and associated office support services for the LCSG staff based at SUNY-P.
- 6.3.2. SUNY-P will provide general fiscal services to manage any funds allocated to SUNY-P by UVM SPA on behalf of the LCSG. These services include but are not limited to support to develop budgets for proposals, accept and create subawards, negotiate communications with reciprocal offices in other institutions, create fiscal reports, and administer procurement for any purchases made on behalf of LCSG

at SUNY-P.

6.3.3. SUNY-P will support a portion of the salary of the Associate Director of the LCSG. This portion will be negotiated by the Associate Director of the LCSG and the Dean of CAS at SUNY-P and will be used as a part of the non-federal funds required to match the federal allocation to the LCSG from the NSGCP.

6.3.4. The Director of Sponsored Research of SUNY-P will serve on the SC of the LCSG and will fulfill the Responsibilities of this position as detailed in Section 7. The Provost of SUNY-P or their designee will review this appointment when a new award from NOAA is issued.

6.3.5. The Dean of CAS at SUNY-P or their designee will appoint and supervise the Associate Director of LCSG at SUNY-P.

6.4. UVM Extension

6.4.1. UVM Extension will support a mutually agreed upon and negotiated portion of the salary, fringe benefits, and facilities and administration costs for the LCSG Associate Director/Extension Leader. The Duties and Responsibilities of the Extension Leader are described in Section 9.3. This portion will be used as a part of the non-federal funds required to match the federal allocation to the LCSG from the NSGCP.

6.4.2. UVM Extension will support a mutually agreed upon and negotiated portion of the salary, fringe benefits, and facilities and administration costs associated with the position of the Watershed and Lake Education Coordinator who supports the Watershed Alliance program. The duties and responsibilities of this position will be determined jointly by the Director of UVM Extension (or their designee) and the LCSG Extension Leader. UVM Extension will also provide a negotiated operational budget for the Watershed Alliance program. These allocations from UVM Extension will be used as a part of the non-federal funds required to match the federal allocation to the LCSG from the NSGCP.

6.4.3. The Dean of CALS will serve on the SC of the LCSG and will fulfill the Responsibilities of this position as detailed in Section 7.

7. Steering Committee (SC)

7.1. Purpose

7.1.1. Provide overall, high-level guidance and approval of the programmatic directions of the LCSG.

7.1.2. Promote the mission, vision, and value of the LCSG whenever the SC deems it appropriate to do so.

7.1.3. With input from the LCSG Director, Associate Director, and Associate Director/Extension Leader, negotiate the nature and level of matching funding that will be offered by the Primary Partners identified in Section 6, in support of the required non-federal match to the federal funds awarded by the NSGCP.

7.1.4. Identify new opportunities and resources that could help to grow the capacity the LSCG.

7.2. Composition

7.2.1. Vice President for Research at UVM or their designee

7.2.2. Provost of SUNY-P or their designee

7.2.3. Dean of RSENR

7.2.4. Dean of CALS at UVM or their designee.

7.2.5. Director, LCSG, ex officio

7.3. Appointment – Appointments to the SC for the LCSG are directly associated with the persons who fill the positions identified in Section 7.2 and are in effect for the duration of those persons' appointments to the indicated positions.

7.4. Responsibilities

7.4.1. All decisions regarding review, promotion, tenure, termination or any other personnel actions for any persons or positions identified in this document remain vested in the institution in which that person is employed. All salary, benefit and other related employment obligations remain with the institution in which that person is employed.

7.4.2. With full consideration of the limitations stated in 7.4.1, the SC may be asked by the Director or Associate Directors to review and endorse actions to hire or promote LCSG personnel. On their own and as a body, the SC may make similar, unsolicited recommendations to the Director or Associate Director.

7.4.3. The SC will review omnibus proposals prior to submission and final reports of official, periodic performance (site) reviews of the LCSG by the NSGO. The Director or Associate Directors may ask the SC to review other important documents, as needed.

7.4.4. Prior to each new omnibus cycle, the SC will review the performance of the Director, Associate Director, and Associate Director/Extension Leader. Results of these reviews are advisory to the identified staff and their supervisor. The SC may recommend changes to the expectations and responsibilities of the Director, and Associate Directors specifically limited to their activities in the LCSG. However, any personnel matter relevant to these individuals will remain the responsibility of the supervising institution, as stipulated in 7.4.1.

7.4.5. The SC will review the composition of the PAC and make recommendations to strengthen the focus and broaden the diversity of the PAC as per Section 8, prior to submission of the LCSG omnibus proposal to the NSGCP.

- 7.4.6. The SC will approve the Strategic Plan of the LCSG prior to submission to the NSGCP.
- 7.4.7. The SC will approve the programmatic direction of the LCSG as detailed in omnibus proposals and budgets prior to their submission to the NSGCP.
- 7.4.8. The SC will approve future MOUs that describe relationships that are external to this comprehensive MOU for the LCSG.
- 7.4.9. The SC will work collaboratively and with the Director to preserve and grow the resources – fiscal and human – required to facilitate the mission and the vision of the LCSG. In the event of future budget constraints by any partner to this MOU (identified in Section 6), the partners agree to work collaboratively and within reason, to limit negative impacts on the operations of the LCSG.

7.5. Operating Procedures

- 7.5.1. The SC may call its own meeting for any reason, with or without the Director. The Director may request a meeting to address business of the LCSG with any member of the SC or the SC as whole. At a minimum, the Director will provide the SC with an annual report of the activities of the LCSG.
- 7.5.2. The role of the SC is advisory except to approve strategic plans, omnibus proposals, and modifications to this MOU. In these specific instances the SC will strive for unanimity in decisions. Decisions by the SC will be based on the input of the members present (in person or virtually) and will be recorded by email to the Director, Associate Director, Associate Director/Extension Leader, and all members of the SC. In the event that the SC is deadlocked on a decision, the impasse will be broken via a deciding vote by the Provost of UVM.
- 7.5.3. The SC agrees to be available to meet (in person or virtually) at least annually with members of the NSGCP staff as schedules allow.
- 7.5.4. The SC has no formal reporting responsibilities but may ask to have the outcomes of any meetings or decisions of the SC recorded in the archives of the LCSG.

8. Program Advisory Committee

8.1. Purpose

- 8.1.1. Help fulfill the vision and mission of the LCSG to promote a healthy and resilient environment and economy in the Lake Champlain basin.
- 8.1.2. Advise the leadership and staff of the LCSG on any aspects of the current and future operation of the LCSG program.
- 8.1.3. Identify needs and opportunities that can or should be addressed by LCSG programs.
- 8.1.4. Alert LCSG to new trends or information that may affect its future.

- 8.1.5. Help create new connections, collaborations, partnerships, and funding opportunities that will potentially further the LCSG's mission or provide resources for its programs.
- 8.1.6. Educate and inform decision-makers at the state and national level about the role and value of LCSG programs to residents, businesses, and communities in the Lake Champlain basin.
- 8.1.7. Provide input to LCSG review and monitoring processes, including the development and evaluation of strategic and implementation plans, research priorities, and periodic internal or national reviews.

8.2. Composition

- 8.2.1. Members of the LCSG PAC will be selected on the basis of having broad and deep understanding of the challenges facing the Lake Champlain basin in Vermont and New York. They are not to serve as ex officio representatives of their current places of employment. The PAC members may include business owners, community leaders, organization staff, resource managers, researchers, educators and outreach professionals, resource use and conservation advocates, and others. The LCSG PAC will be composed of 12-18 members with diverse experiences and points of view.
- 8.2.2. The assigned NSGO Program Officer for the LCSG, the LCSG Director, Associate Director, and Associate Director/Extension Leader will be ex officio members of the PAC, and therefore not counted in the total membership of the PAC.

8.3. Appointment

- 8.3.1. Members will be appointed for up to four-year terms by the Director of LCSG after consultation with the LCSG Associate Director and Associate Director/Extension Leader. PAC membership will be reviewed by the SC, as stipulated in Section 7.4.3 above. Terms will coincide with the current LCSG omnibus budget period. A member may be appointed for additional consecutive terms.
- 8.3.2. The Director of LCSG will solicit nominations from LCSG staff, current members of the PAC, partners, and the SC for new members, as needed.
- 8.3.3. Members must have a substantial interest in advancing the vision and mission of the LCSG program. Members may reside outside of the Lake Champlain basin in Vermont or New York.
- 8.3.4. The composition of the PAC will be reviewed by the LCSG SC prior to the submission of each omnibus proposal to the NSGCP.

8.4. Responsibilities

- 8.4.1. PAC members agree to use their experience and knowledge for the benefit of LCSG programs by participating fully in meetings, providing timely information and

advice to LCSG, responding to occasional requests for input and occasionally serving on sub-committees.

8.4.2. Members commit to attend (in person or virtually) up to two half-day meetings per year, typically spring and fall. These meetings will be scheduled at least three months in advance to accommodate the attendance of as many PAC members as possible.

8.4.3. Members commit to serve on at least one subcommittee during their tenure, as needed to execute the business of the LCSG; e.g., review subcommittees for research proposals.

8.4.4. Members are encouraged to provide advice and information to the Director at any time and to informally educate their peers and colleagues about LCSG.

8.5. Operating Procedures

8.5.1. The members of the PAC are encouraged to communicate individually or collectively with the leadership team of the LCSG (Director, Associate Director, or Associate Director/Extension Leader) to ensure that the advice of the PAC is communicated effectively to the Steering Committee.

8.5.2. The LCSG leadership team may request volunteers from the PAC to serve on ad-hoc subcommittees or assist with planning and review functions, special initiatives, or any other business relevant to the LCSG.

8.5.3. PAC and subcommittee meetings are open to the public. Public comments at meetings may be accepted at the discretion of the LCSG leadership team. The date, time, location, and tentative agendas for PAC meetings will be announced on the LCSG website a week in advance of the meeting.

8.5.4. Minutes will be kept at each PAC meeting and will be made available to PAC members and posted on the LCSG website within two weeks.

9. LCSG Administration

9.1. Director

9.1.1. Responsibilities

9.1.1.1. Provide leadership for all aspects of the LCSG program. Represent the LCSG in relevant events.

9.1.1.2. Provide input to the Associate Director/Extension Leader regarding updates to the Strategic Plan for the LCSG program.

9.1.1.3. Formulate and negotiate omnibus budgets to support the operations of the LCSG program. Allocate omnibus and matching funds as needed to meet the objectives of the Strategic Plan for the LCSG. Maintain budget forecasts to ensure that program funds are utilized effectively.

- 9.1.1.4. Develop and maintain an organizational structure for the administration of the LCSG that is consistent with the complexity and funding of the program. Supervise LCSG staff who serve in administrative positions including but not limited to the Research Program Coordinator and Communications Officer.
 - 9.1.1.5. Establish and maintain communications with key partners who have interests in the resiliency and health of the environment and economy of Lake Champlain and its basin, including but not limited to local and state governments, NGOs, schools, regional and national agencies, businesses, and citizen groups.
 - 9.1.1.6. Identify new opportunities for external and internal collaborations and partnerships. Where these new relationships require an MOU, the Director will negotiate a draft MOU with the collaborator, which will then be reviewed by the LCSG SC and approved by the appropriate organizational representatives.
 - 9.1.1.7. Attend meetings of the NSGCP and the SGA as needed to participate in governance of the National Sea Grant Network. Accept assignments to assist in the governance of the SGA, as requested.
 - 9.1.1.8. Participate in activities of the Great Lakes Sea Grant Network and the New England Sea Grant Network. Take on governance responsibilities for either network on a rotational basis.
 - 9.1.1.9. Update state and federal staff for Vermont and New York Congressional delegations about the accomplishments and needs of the LCSG program.
- 9.1.2. Appointment
- 9.1.2.1. The Director will be a tenured faculty member in the RSENR at UVM and is for all purposes under this MOU an employee of UVM.
 - 9.1.2.2. The Director will be appointed by the Dean of the RSENR with final approval of the Provost of UVM. The Director may be removed from the position with two-week written notice of the combined agreement of the Dean of the RSENR and the Provost of UVM.
 - 9.1.2.3. The Director may step down from the position with one-month notice, in writing, to the Dean of the RSENR, the Provost of UVM, and the LCSG SC.

9.2. Associate Director – New York

9.2.1. Responsibilities

- 9.2.1.1. Provide input and advice to the LCSG Director and Associate Director/Extension Leader on the development of strategic plans and omnibus proposals for the LCSG.
- 9.2.1.2. Represent the LCSG at the request of the Director.

- 9.2.1.3. Serve as the local representative and immediate supervisor for LCSG staff who are located at SUNY-P. With the Associate Director/Extension Leader, negotiate the work plans for LCSG staff located at SUNY-P.
- 9.2.1.4. Establish and maintain communications with key partners in New York who have interests in the Lake Champlain basin including but not limited to local and state governments, NGOs, schools, regional and national agencies, businesses, and citizen groups.
- 9.2.1.5. At least annually, assist the Director to update Congressional delegation staff in the New York 21st Congressional District and other local government officials about the accomplishments and needs of the LCSG program.

9.2.2. Appointment

- 9.2.2.1. The Associate Director will be a tenured faculty member at SUNY-P and is for all purposes under this MOU is an employee of SUNY-P.
- 9.2.2.2. The Provost at SUNY-P or their designee will approve the appointment of the LCSG Associate Director. The LCSG Associate Director will serve at the pleasure of the Provost at SUNY-P or their designee and may be removed from this position with two-week written notice to the Associate Director, the Director, and the LCSG SC.
- 9.2.2.3. The Associate Director may step down from the position with one-month written notice to the Provost at SUNY-P or their designee, the Director, and the LCSG SC.

9.3. Associate Director/Extension Leader

9.3.1. Responsibilities

- 9.3.1.1. Provide leadership for all aspects of the Outreach and Education components of the LCSG program. Represent the LCSG in relevant Extension, Outreach, and Education events as time allows. Represent the Director as requested.
- 9.3.1.2. Participate in UVM Extension events and activities at the request of the Director of UVM Extension or their designee.
- 9.3.1.3. Formulate and negotiate strategic plans associated with omnibus budgets that support the operations of the LCSG program.
- 9.3.1.4. Recommend to the Director the funding required to support the Outreach and Education staff of the LCSG program, including the source and magnitude of matching funds. Assist the Director to maintain budget forecasts to ensure that program funds are utilized effectively.
- 9.3.1.5. Supervise LCSG staff who serve in any capacity that falls within the Outreach and Education responsibilities of the LCSG program.

- 9.3.1.6. Establish and maintain communications with key partners who have interests in the Lake Champlain basin including but not limited to local and state governments, NGOs, schools, regional and national agencies, businesses, and citizen groups.
- 9.3.1.7. Identify collaborations with key partners including but not limited to the nature and conditions of the collaboration and any matching contributions to the LCSG program.
- 9.3.1.8. Attend meetings of the NSGCP and the SGA as needed to participate in governance of the National Sea Grant Network. Accept assignments to assist in the governance of the SGA, as requested.
- 9.3.1.9. Participate in activities of the Great Lakes Sea Grant Network and the New England Sea Grant Network. Take on governance responsibilities for either network on a shared rotational basis among the programs.
- 9.3.1.10. At least annually, assist the Director to update state and federal staff for Vermont and New York Congressional delegations about the accomplishments and needs of the LCSG program.

9.3.2. Appointment

- 9.3.2.1. The Associate Director/Extension Leader is a non-tenured Extension faculty member in the RSENR at UVM and is for all purposes under this MOU an employee of UVM. As such, the Associate Dean of the RSENR will be the direct supervisor of the LCSG Associate Director/Extension Leader, with secondary input from the State Director of UVM Extension.
- 9.3.2.2. As a non-tenured Extension faculty member, the terms of appointment and advancement of the Associate Director/Extension Leader will follow the standards established for this position within the RSENR.

10. Conflict of Interest

10.1. Overview

- 10.1.1. For the purposes of this MOU, a COI occurs when a member of the LCSG staff or a member of the LCSG SC, PAC, or external reviewer or adviser (hereinafter referred to as a "LCSG Adviser"):
 - 10.1.1.1. Stands to receive a direct financial or other benefit from a matter under discussion.
 - 10.1.1.2. Has a personal or familial interest that may be substantially affected or benefited by a matter under discussion.
 - 10.1.1.3. May benefit personally or privately from the outcome of a decision or discussion.

10.2. Specific Guidance

- 10.2.1. *LCSG Staff:* The LCSG Staff have a professional interest in the success of the program but are also subject to all of the provisions of this policy on COIs. In general, LCSG Staff may not receive support from *competitive* funding offered by the LCSG. However, LCSG Staff are encouraged to play an active role in outreach planning and implementation for competitively funded projects and will be supported by non-competitive LCSG funds for these purposes. However, in these cases, the involved LCSG Staff member(s) shall not participate in any aspect of the decision about the proposal(s) in which they participate or any others in the same competition.
- 10.2.2. *SC:* Members of the LCSG SC provide substantial support to the program as identified in Section 7 above, and they necessarily have special interests as well as special capabilities relevant to the operations and directions of the LCSG. Members of the SC agree to provide support from their respective offices for specific aspects or components of the LCSG program. However, they are also expected to consider the greater, general good of the LCSG in acting on individual decisions.
- 10.2.3. *PAC:* Members of the PAC have been asked to serve as advisers to the LCSG, per Section 8 above, on the basis of their personal knowledge, experience, and professional networks. PAC members are expected to represent the interests of the Lake Champlain basin. Furthermore, the PAC is not charged to make *binding recommendations* or *decisions* regarding the distribution of LCSG resources. Consequently, depending on particular circumstances, PAC members are not required to recuse themselves from providing *advice* to the LCSG. It is also the case that a PAC member may be bound by another confidentiality agreement external to the LCSG PAC. Any such external commitment to confidentiality shall be honored by the LCSG. In the event that an individual PAC member is concerned that they are in conflict, they should discuss the nature of their potential conflict, to the extent possible, with other members of the PAC and LCSG leadership who are present. Discussion of a potential COI will be deemed to be sufficient disclosure.
- 10.2.4. *Internal and External Reviewers:* PAC members may volunteer or be asked to serve on *ad hoc* internal committees to review proposals submitted to or by the LCSG. In addition, individuals external to the LCSG and to its partners may be asked to serve in a similar capacity. In these instances, internal and external LCSG Advisers shall not participate in any review or decision regarding an LCSG-funded task undertaken by their employer, family members, or from the same organizational entity, including but not limited to:
 - 10.2.4.1. A Department within an Agency (Vermont State Government),
 - 10.2.4.2. A Division within a Department, Agency, or any other Authority, Commission, Regulating District, or organization (New York State Government),
 - 10.2.4.3. A Department within a Municipal or County Government,
 - 10.2.4.4. An Academic department within a College or University,
 - 10.2.4.5. An Institution, such as a Conservation District or a formal Coalition, or
 - 10.2.4.6. An Organization, such as a Commission, Nonprofit or For-profit Corporation

Note: Recusal from participation requires absence from the discussion; presence is considered participation.

- 10.2.5. *RFP or other solicitation:* Any individuals who directly contribute to the specific language in an RFP or other solicitation issued by the LCSG shall not respond to that same request in any other capacity, including the provision of letters of support or recommendation to any entity that submits or that is proposed to receive funding in a proposal.
- 10.2.6. *Confidentiality during reviews:* All Internal and External Reviewers as defined in Section 10.2.4 above must treat all materials related to submitted pre-proposals, letters of intent, and full proposals and all materials and discussions related to the grant review process as strictly confidential to the extent allowed by law. Violation of that confidentiality constitutes a conflict of interest if it potentially gives an unfair advantage to any party or releases information pertaining to or the identities of applicants or confidential peer reviewers.
- 10.2.7. *Statute of Limitations on Conflicts of Interest from previous places of employment:* Any LCSG stakeholder as defined above will be considered to have a conflict with a *past* employer for a period of one year from the date of departure from the previous employment. A LCSG stakeholder may self-identify as having a conflict for a period longer than one year after departure from the previous employer if that person feels that their prior employment would cause them to be biased.
- 10.2.8. *Conflict of Interest disclosure:* The need for a disclosure of a COI is most likely to arise during formal research reviews by individuals identified in Section 10.2.5, above. A summary of the guidance in this section shall be reviewed prior to the beginning of every research review subcommittee meeting and will be transmitted to all external reviewers and advisers. Any potential conflicts by internal or external reviewers (as per Section 10.2.5) must be identified to the relevant LCSG leadership and recorded in the notes for the decision-making process. The details of any decision-making process will be shared with the NSGO, including any documented COIs and how they were handled.

11. Evaluation of the LCSG Program

- 11.1. The LCSG will be reviewed periodically by the NSGO according to procedures established by the NSGCP and the NSGAB. The full text of any evaluation report relevant to the LCSG by the NSGO will be made available to the SC within two weeks of receipt.
- 11.2. The LCSG SC may elect at any time to conduct or commission its own evaluation of the LCSG by appropriate and customary means. In the event of such an evaluation, the LCSG SC will inform the Director, Associate Director, and Associate Director/Extension Leader of the nature and extent of review at least two weeks before it begins. The full text of any final evaluation report conducted or commissioned by the LCSG SC will be made available to the LCSG Director, Associate Director, and Associate Director/Extension Leader within two weeks of the final report being accepted by the LCSG SC.

11.3. The LCSG regularly evaluates most components of its program. These evaluations or a summary thereof will be made available to the LCSG SC or any member of the NSGO upon request.

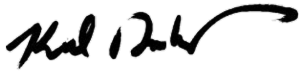
12. General Expectations

- 12.1. All parties to this MOU will enthusiastically support the vision, mission, and strategic plan of the LCSG and NSGCP.
- 12.2. All parties to this MOU will at all times professionally represent the LCSG program.
- 12.3. All parties to this MOU will at all times clearly separate personal opinion from scientific consensus in any matters relevant to the LCSG or NSGCP.

13. Scope and Durability of this Comprehensive MOU

- 13.1. The scope of this MOU is limited to the individuals and operations that are directly supported by funds made available from NSGCP at NOAA and by other resources made available by specific partners for the express use by the LCSG to meet its programmatic objectives as expressed in the current Strategic Plan and Omnibus Proposal.
- 13.2. This MOU will be reviewed by the LCSG SC prior to each new omnibus cycle or any substantive change to the program dictated by the NSGCP. The LCSG SC may choose to review the MOU more frequently.
- 13.3. There must be unanimous consent by the LCSG SC to amend this MOU.
- 13.4. The expectation is that this MOU will remain in effect as long as federal support from the NSGCP is offered to the LCSG. Should the federal sponsor permanently withdraw funding at some point in the future, the LCSG SC may elect to terminate this MOU after all financial obligations have been met.
- 13.5. In the event that a party to this MOU wishes to withdraw from this agreement, they may do so for any reason at the end of the current omnibus cycle and after having met all support and other matching obligations offered as a part of the current omnibus, until the current cycle is concluded. In this event, the partner withdrawing will be expected to provide written notice to the Director and to the other members of the LCSG SC no later than 90 days before the end of the current omnibus cycle.
- 13.6. In the case that a partner to this MOU is in a state of formally-declared financial exigency and is unable to meet their commitments to this agreement, the partner will be expected to notify the Director and other members of the LCSG SC immediately and commits to limit the negative impacts on the LCSG as much as possible under the circumstances.
- 13.7. As the signatories of this MOU are all ex officio members of the partner organizations, this document will remain in effect until amended or terminated as per conditions of this section, even if the incumbents in these ex officio positions change.

14. Authorized Signatures



Kirk Dombrowski, Vice President for Research, University of Vermont

12/18/2020

Date

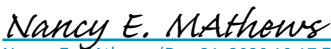


[Michael Simpson \(Dec 21, 2020 09:16 EST\)](#)

Michael Simpson, Director, Sponsored Research, State University of New York at Plattsburgh

12/21/2020

Date



[Nancy E. Mathews \(Dec 21, 2020 10:17 EST\)](#)

Nancy Mathews, Dean, Rubenstein School of Environment and Natural Resources, University of Vermont

12-21-20

Date



Leslie Parise, Dean, College of Agriculture and Life Sciences, University of Vermont

12-21-20

Date



William B. Bowden, Director
Lake Champlain Sea Grant Program

12-22-20

Date