

IC 2133-0504
Expiration Date: 4/29/2012

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Contract No. MA-

United States of America
Department of Transportation
Maritime Administration

THIS AGREEMENT is entered into as of the _____ day of _____ 2012,
by and between the United States of America, acting through the Department of
Transportation, Maritime Administration (hereinafter called the "Administration"), and the
(hereinafter called the "School"),

WITNESSETH:

WHEREAS:

1. The Merchant Marine Act of 1936 as amended by the Maritime Education and Training Act of 1980, Public Law 96-453, § 1308 (October 15, 1980) (codified at 46 U.S.C. § 51103(b)) (hereinafter called the "Act"), provides that excess or surplus vessels, shipboard equipment and other marine equipment, owned by the United States, may be made available by gift, loan, sale, lease, or charter to the Federal and state maritime academies and to any nonprofit training institution which has been jointly approved by the Maritime Administration and the U.S. Coast Guard as offering training courses meeting Federal regulations for maritime training.

2. The School is a qualified institution under the Act. NOW, THEREFORE, in consideration of the mutual promises hereinafter set forth, the parties hereto agree as follows:

ARTICLE 1. Property. The following item(s) (hereinafter called "Donated Property") are hereby donated to the School.

Item Description

Item Custodian

ARTICLE 2. Purpose. The School represents, agrees and warrants that the Donated Property shall be dedicated for use by the School for the purpose of offering training courses that meet Federal regulations for maritime training accordance with Public Law 96-453, § 1308(b) (October 15, 1980) (codified at 46 U.S.C. § 51103(b)). If the Donated Property is not used for maritime training within ___ from the effective date of this agreement, then at the option of the Maritime Administration the School shall transfer such Donated Property back to the Maritime Administration.

ARTICLE 3. Transportation Costs. The School shall be liable for all packing and transportation costs associated with moving the Donated Property from its present location to the School. The Donated Property shall be taken into possession by the School within _____ days of the effective date of this agreement, which shall be the date the Maritime Administration executes this agreement. If the Donated Property is not taken into possession in this time this agreement may be terminated at the option of the Maritime Administration.

ARTICLE 4. Disposition. The School hereby agrees to retain the Donated Property for training purposes for a period of not less than 36 months (such period running from the date of this Agreement); provided however, that if any Donated Property becomes deteriorated to such a degree that maintenance costs of any of the Donated Property exceeds the instructional value of any such Donated Property, or if the School chooses to replace any of the Donated Property with property of better quality and value during this 36 month period, the Donated Property may, with the written approval of the Maritime Administration, be sold by the School. After 36 months, the title/ownership of a donated vessel will transfer from the Maritime Administration to the School. Vessels donated over 1,000 gross tons will require the Maritime Administration approval for a sale to a noncitizen and/or to be transferred to foreign registry and flag. The School or any subsequent owner will be required to submit a MA-29 application to the Maritime Administration. The Maritime Administration will then process the application and issue an approval notice. Any donated vessel by the Maritime Administration cannot be operated in the foreign and domestic trades of the United States at anytime within 10 years after the donation, in competition with a vessel owned by a citizen of the United States and documented under the laws of the United States. These conditions shall be inserted into the bill of sale for the vessel and run with the title to the vessel.

ARTICLE 5. No Warranty. The School accepts the Donated Property as is, where is, and without warranty of any kind and without any representation by the Administration as to condition or suitability for any use.

ARTICLE 6. Injury or Damage. By accepting the Donated Property in accordance with this agreement, the School agrees to defend, indemnify and hold harmless the United States its agencies, instrumentalities and employees, from and against any and all claims, suits, actions, damages, demands costs, counsel fees, expense, and liabilities resulting from any death, personal injury, or property damage arising out of the operation, maintenance, or preservation of the Donated Property by the School.

IN WITNESS WHEREOF, the parties, represented as aforesaid, have caused the Agreement to be executed as of the day and year first written above.

ATTEST:
TRANSPORTATION

UNITED STATES OF AMERICA
DEPARTMENT OF
MARITIME ADMINISTRATION

PRESIDENT

BY: _____

(SEAL)

DATE: _____

ATTEST:

SECRETARY

BY: _____

(SEAL)

DATE: _____

CERTIFICATE

STATE OF _____ COUNTY OF _____

On this _____ day of _____ 2012, before me personally came _____ who did dispose and say that he/she is the _____ of the school described in, and which executed, the foregoing instrument; that he/she is the same person described in and who executed the said instrument; that he/she was duly authorized by the said school to do so; and that he/she freely executed the said instrument.

NOTARY PUBLIC

My Commission Expires: