**OMB Control Number: 2133-0504 Expiration Date:**

**2/28/2026**

A federal agency may not conduct or sponsor, and a person is not required to respond to, nor shall a person be subject to a penalty for failure to comply with a collection of information subject to the requirements of the Paperwork Reduction Act unless that collection of information displays a current valid OMB Control Number. The OMB Control Number for this information collection is 2133-0504. Public reporting for this collection of information is estimated to be approximately 5 minutes per response, including the time for reviewing instructions, completing and reviewing the collection of information. All responses to this collection of information are voluntary. Send comments regarding this burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden to: Information Collection Clearance Officer, Maritime Administration, MAR-390, 1200 New Jersey Avenue, SE, Washington, DC 20590**.**

Contract No. MA-

United States of America Department of Transportation Maritime Administration

THIS AGREEMENT is entered into as of the day of 20 , 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 "Facility"),

W I T N E S SET H :

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 or training institution that is an instrumentality of a State, the District of Columbia, a territory or possession of the United States 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.

1. The Facility 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 Facility are hereby donated to the Facility.

Item Description Item Custodian

ARTICLE 2. Purpose. The Facility represents, agrees and warrants that the

Donated Property shall be dedicated for use by the Facility for the purpose of offering training courses that meet Federal regulations for maritime training accordance with the Act. If the Donated Property is not used for maritime training within 90 days from the effective date of this Agreement, then at the option of the Maritime Administration, the Facility shall transfer such Donated Property back to the Maritime Administration at the cost of the Facility.

ARTICLE 3. Transportation Costs. The Facility shall be liable for all packing and transportation costs associated with moving the Donated Property from its present location to the Facility. The Donated Property shall be taken into possession by the Facility within 90 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 Facility hereby agrees to retain the Donated Property for training purposes for a period of not less than 36 months (such period running from the effective 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 Facility 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 Facility. After 36 months, the title/ownership of a Donated Property will transfer from the Maritime Administration to the Facility upon a showing to the Maritime Administration

that the Donated Property has been used for its intended purpose unless this requirement is waived in writing by the Maritime Administration, Office of Sealift Support.

ARTICLE 5. No Warranty. The Facility 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. To the extent permitted by the Constitution and the

laws of the State of Texas, the Facility agrees (i) to be liable for the acts and omission of its officers, employees and agents engaged in the scope of their employment arising under this Agreement and (ii) to be responsible for any and all liability, claims, costs, expenses, or damages arising from any claim resulting from this operation, maintenance, or preservation of the Donated Property

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: UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION MARITIME ADMINISTRATION

BY:

PRESIDENT

(SEAL) DATE:

ATTEST:

BY:

SECRETARY

(SEAL) DATE:

CERTIFICATE

STATE OF COUNTY OF

On this day of 20 , 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: