MEMORANDUM OF UNDERSTANDING
BETWEEN
THE UNITED STATES COAST GUARD AUXILIARY
SEVENTH DISTRICT
AND
THE BAHAMAS AIR-SEA RESCUE ASSOCIATION

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THIS UNDERSTANDING is executed, delivered by, and between the UNITED STATES COAST GUARD AUXILIARY SEVENTH DISTRICT, a civilian volunteer organization administered by the Commandant of the UNITED STATES COAST GUARD, and the BAHAMAS AIR-SEA RESCUE ASSOCIATION (BASRA) , an independent, non-profit civilian organization administered by the BASRA Board of Directors, hereinafter referred to as the "Participants" of this Memorandum of Understanding (MOU).

A. PURPOSE:

The purpose of this MOU is to define areas of cooperation between participants for the enhancement of their common goals of promoting boating safety, saving human lives and protecting the maritime safety interests of the citizens of their respective countries.

B. AUTHORITY:

1. 14 U.S.C. SS 88(b)(2), 93(m), 632 and 831 (1998).

2. COMDINST M16790.1E Chap 2, Para. B 17. (Jan 1998).

3. BASRA Board of Directors Resolution dated 08 MAY 2000.

C. AREAS OF COOPERATION:

Working within the policy and guidelines of the participants' respective administering authorities, , the Participants agree to:

1. Carry out joint training in search and rescue (SAR), disaster relief, environmental response, vessel safety checks, public education, and other boating safety mission related activities, approved by their respective supervising authorities. This may include participating in training exercises conducted by the other Participant and providing technical and administrative expertise as appropriate;

2. Use appropriate radio communication frequencies as directed by the United States Coast Guard or BASRA;

3. Appoint liaison officers and/or committees for direct coordination;

4. Encourage the free exchange of information, technologies and other materials to the benefit of both organizations on their mission related activities through exchange visits or joint meetings at all levels of their organizations.

D. MUTUAL ASSISTANCE:

Assistance by either Participant to the other for search and rescue or other mission will be in accordance with appropriate authority. Each Participant will comply with the regulations and operating procedures of their own supervising authority (U.S. Coast Guard or BASRA Board of Directors), as appropriate.

E. FUNDING AND LIABILITY:

1. Unless otherwise determined by the supervising authorities of the Participants, each Participant will fund its own expenses for activities authorized by to this MOU.

2. Claims received by the United States Coast Guard or Coast Guard Auxiliary for third party personal injury, death, or property damage caused by the activities of a United States Coast Guard Auxiliary member, performing an authorized mission or activity under this MOU, will be adjudicated by the United States Coast Guard under the provisions of the Federal Tort Claims Act (FTCA) or other applicable federal claims statute.

3. Claims received by BASRA for third party personal injury, death, or property damage caused by the activities of a Bahamas Air-Sea Rescue Association member, performing an authorized mission or activity under this MOU, will be processed as per the terms and conditions of the existing insurance coverage carried by BASRA.

4. Claims for third party injury, death, or property damage received by one Participant, but due to the activities of the other Participant, shall be processed in accordance with the receiving Participant's regulations and policies. Notification of the pending claim shall be provided to the other Participant as a courtesy.

F. APPLICATION:

Nothing in this MOU shall modify or substitute for applicable regulations and by-laws that apply to either organization. This MOU is executed in the English language and is subject to review and revision every year on the anniversary of the final signature date.

G. AMENDMENT:

This MOU may be amended only with the written consent of all the authorized signatories.

H. DURATION, WITHDRAWAL AND TERMINATION:

1. This MOU will enter into immediate effect, for an indefinite period, upon signature by the Participants and their supervising organizations.

2. Either Participant may withdraw from the MOU by giving the other Participant and its supervising organization no less than thirty (30) days notice in writing.

3. This MOU may be terminated with the mutual consent of all the authorized signatories or by a superseding arrangement.

4. Termination of this MOU will not affect any operation in progress at the time of the termination, unless otherwise determined by the Participants and their respective administering organizations

APPROVED

9/1/00

Helmut Hertle Date
District Commodore
United States Coast Guard Auxiliary,
Seventh District

APPROVED

9/1/00.

Rick Caley Date
Commodore
Bahamas Air-Sea Rescue Association

APPROVED

9/1/00

Kurt W. Nancarrow Date
Commander, United States Coast Guard
For the Commander
United States Coast Guard,
Seventh District

APPROVED

9/1/00

Dennis Lightbourn Date
Fleet Captain, Director
Bahamas Air-Sea Rescue Association