

MEMORANDUM OF UNDERSTANDING
BETWEEN
US. COAST GUARD
AND
NATIONAL CARGO BUREAU, INC.

The U.S. Coast Guard and the National Cargo Bureau, Inc. hereby agree to the following Memorandum of Understanding (MOU):

I. PURPOSE OF AGREEMENT.

The United States Coast Guard (USCG) and the National Cargo Bureau, Inc. (NCB) have mutual interest and concerns regarding the safe carriage and stowage of hazardous materials.

A. The parties have entered into this Agreement with regard to protecting cargo, vessels, personnel, the public interest, the environment and preventing the possible release of hazardous materials to:

1. Ensure that authority issues are clear and agency relationships are fostered;
2. Promote the effective use of personnel and facilities through a cooperative effort; and
3. Define the nature and extent of the services each agency will make available to the other.

II. PARTIES.

A. The Department of Transportation has statutory authority, under 49 U.S.C. 1801 et. seq. to establish and enforce the Hazardous Materials Regulations. This authority is further delegated to the USCG for the water-borne mode of transportation.

B. The NCB is a not-for-profit membership organization dedicated to the safe loading, stowage, securing, and unloading of cargo on all vessels and the safety of shipboard cargo handling gear through the application of uniform standards designed to protect cargo, vessels, personnel and the public. The NCR is authorized by the United States Government to assist in the administration of regulations pertaining to the safe loading of cargo. NCR is authorized by 46 CFR 148.01-13 and 49 CFR 176.18 to issue certificates and assist the U.S. Coast Guard in administering the regulations governing the Carriage of Solid Hazardous Materials in Bulk (46 CFR Part 148) and the Hazardous Materials Regulations (49 CFR Subchapter C).

III. AGREEMENT.

A. The USCG and the NCR agree that:

1. The USCG (Captain of the Port (COTP)) shall make contact with the local NCR surveyor to establish procedures and coordinate daily hazardous materials cargo boarding schedules to enable both parties to utilize resources more efficiently and avoid duplication of effort.

2. The local NCR surveyor will provide the cognizant USCG COTP in whose zone a vessel/s is located a daily list of scheduled boardings. The USCG COTP shall enter each scheduled NCB boarding in the Marine Safety Information System (MSIS). If the vessel is not boarded by the NCR as scheduled, the NCR shall notify the COTP in whose zone the vessel is located so that the MSIS file can be closed.
 3. The local NCR surveyor will provide the cognizant USCG COTP with periodic summaries of non-proprietary container inspection information.
 4. The USCG COTP will provide oversight as necessary, including spot check verification of vessels and hazardous material containers previously certified by the NCR, to ensure that regulation requirements are being met and that maximum benefit from this cooperative program is being achieved.
 5. NCR will require an owner/operator to correct all observed discrepancies before issuing a Certificate of Loading...
- B. The USCG will perform hazardous materials enforcement activities in accordance with the law, regulations and international conventions. Nothing in this MOU shall be deemed to alter in any way the statutory or regulatory authority of the USCG or the services performed by the NCB.

IV. USCG ACCEPTANCE OF NCB CERTIFICATES OF LOADING.

- A. General. The regulations contained in 46 CFR Part 148 and 49 CFR Part 176 authorize the USCG to accept Certificates of Loading from NCB as prima facie evidence that the cargo is stowed in accordance with the applicable regulatory provisions with respect to the stowage and transportation of bulk solid hazardous materials and packaged/containerized hazardous materials, including explosives on board vessels.
- B. Approval Standards. The standards to be applied by NCB for the stowage and transportation of hazardous materials on board vessels will be strictly in accordance with the requirements of the applicable portions of 46 CFR Part 148 and 49 CFR Part 176.
- C. Verification. The Coast Guard will generally accept, an NCB Certificate of Loading to be proof of compliance with requirements contained in 46 CFR Part 148 and 49 CFR Part 176, but may independently verify and enforce these provisions.

V. SUPPLEMENTAL AGREEMENTS.

- A. Consistent with the purpose and provisions of this agreement, a local working agreement may be developed by and between USCG Area, District, or COTP and NCB local surveyors. No provisions of any local agreement may contravene the spirit or letter of this agreement.
- B. The USCG and NCB will review further areas of cooperation. Discussions will include procedures for inspection oversight, types of liaisons, methods to communicate difficulties which may arise and provisions for amendments to this MOU.

VI. TERMINATION OF AGREEMENT.

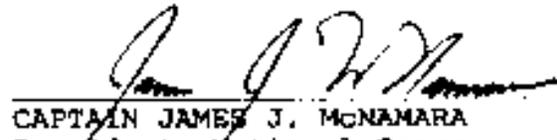
- A. This agreement will become effective from the date of final signature. This agreement and any local agreement pursuant to paragraph V.A. may be amended from time to time as may be mutually agreeable to the parties thereto. This agreement may be terminated by either party upon 60 days advance written notice thereof to the other party. Upon termination of this agreement, any subsidiary agreement made in accordance with this agreement will be terminated.

UNITED STATES COAST GUARD

NATIONAL CARGO BUREAU, INC.



J. C. CARD
Rear Admiral, U.S. Coast Guard
Chief, Office of Marine Safety,
Security and Environmental
Protection



CAPTAIN JAMES J. MONAMARA
President, National Cargo
Bureau, Inc.

Date: July 20, 1994

Date: July 20, 1994

MEMORANDUM OF UNDERSTANDING
BETWEEN THE
UNITED STATES COAST GUARD
AND THE
UNITED STATES DEPARTMENT OF AGRICULTURE
ANIMAL AND PLANT HEALTH INSPECTION SERVICE
PLANT PROTECTION AND QUARANTINE

ARTICLE A - PURPOSE

The United States Coast Guard (USCG) and the United States Department of Agriculture, Animal and Plant Health Inspection Service (APHIS), Plant Protection and Quarantine have mutual interest and concerns regarding preventing the spread of the Asian gypsy moth (AGM), Lymantria Dispar, from vessels trading at AGM infested Far East Russian ports bound for port in the United States.

To ensure that both agencies' priorities and concerns are addressed, it is in the interest of both the USCG and APHIS to maximize communication and cooperation in the prevention objectives contained herein.

The USCG and APHIS have entered into this Agreement with regard to preventing the spread of AGM in North America to:

1. ensure that jurisdictional issues are clear and interagency relationships are fostered;
2. promote the effective use of personnel and facilities through a cooperative effort;
3. define the nature and extent of the services, Systems, and authorities each agency will make available to the other; and
4. provide for the timely interchange of information to permit proper planning and communication.

ARTICLE B - AUTHORITIES

APHIS has authority under the Federal Plant Pest Act to order infested vessels to leave United States waters. The USCG has the authority to use its personnel and facilities, when requested by proper authority, to assist any Federal agency to perform any activity for which such personnel and facilities are especially qualified.

Agreements between the USCG and APHIS are entered into under the authority of Cooperation with Other Agencies, 14 USC 141. The authorities to perform the responsibilities contemplated in this agreement are delineated in the Federal Plant Pest Act, 7 USC 150aa - 150jj; Federal Plant Pest Regulations, 7 CFR Part 330; and Ports and Waterways Safety, 33 CFR Part 160.

ARTICLE C - DEFINITIONS

Definition of terms used in this agreement are as follows:

1. Captain of the Port (COTP) means the officer of the USOG, under the command of a District Commander, so designated by the Commandant for the purpose of giving immediate direction to USCG law enforcement activities within his assigned areas. In addition, the District Commander shall be COTP with respect to remaining areas in his District not assigned to officers designated by the Commandant as COTP (33 CFR 6.01-3).
2. Marine Safety Information System (MSIS) means a computerized database operated and maintained by the USCG, in which vessels, inspections, boarding histories, violations and ownership information is recorded.

ARTICLE D - ROLES AND RESPONSIBILITIES

The USCG and APHIS agree that:

1. APHIS will provide the USOG with yearly vessel inspection guidelines on AGM interdiction prior to the commencement of the annual enforcement program.
2. The USC~, using internal and external resources, will gather information/intelligence of suspect vessels and provide it to APHIS.
3. APHIS will consolidate all information/intelligence on suspect vessels and provide a master list (hard and electronic) to the USCO₁ with updates as necessary.
4. The USOG will enter the master AGM suspect vessel list into the Marine Safety Information System (MSIS). This entry will flag each vessel in the MSIS system as a vessel of particular interest when vessels provide advance notice of arrival information to local COTPs.
5. The USOG COTP will notify the local APHIS field office of incoming suspect vessels using advance notice of arrival requirements in accordance with 33 CFR 160.207 and APHIS will notify the USOG (COTP) of incoming suspect vessels using advance notice of arrival requirements in accordance with 7 CFR 330.111.
6. The USCG District Commander or COTP will, if necessary, order a vessel to operate or anchor in the manner he/she directs, for boarding by APHIS, if there is reasonable cause to believe the vessel is infested with AGM or is not otherwise in compliance with, the Federal Plant Pest Act or any regulation promulgated thereunder, i.e., 7 CFR Part 330 or 33 CFR 160.111.
7. The USOG will provide a safe and suitable platform, if resources permit, to APHIS inspectors to board and inspect vessels in United States territorial seas. USCG facilities without sufficient resources to transport APHIS inspectors will provide APHIS inspectors with a list of certified commercial marine taxi or launch services.

MEMORANDUM OF AGREEMENT

BETWEEN

U.S. COAST GUARD AND MILITARY SEALIFT COMMAND

- I. **Purpose.** This agreement sets forth, in general terms, the procedures to be followed by the Military Sealift Command (MSC) and the United States Coast Guard (USCG) regarding inspection and certification of public vessels (both U.S. Navy-owned and privately-owned under demise or bareboat charter to the U.S. Navy) assigned to the MSC forces. Such vessels are referred to in the MOA as "MS C vessels."
- II. **Background.** The Secretary of Defense in 1949 established the Military Sealift Command as the operating agency for providing a United States strategic sealift in support of national security objectives. Military Sealift Command discharges its mission, in part, through the employment of Sealift Forces from two principal sources: U.S. Government-owned ships and chartered U.S. Merchant Marine ships. The MSC fleet is divided into three component forces; Strategic Sealift, Naval Fleet Auxiliary and Special Mission Support.
- III. **Inspection Agreement.** Commander, Military Sealift Command (COMSC) desires that US.CG inspect and certificate MSC vessels which are built to commercial standards. However, USCG will not inspect or certificate MSC vessels designed and built to military construction standards.

Prior to USCG inspection, each ship's master and chief engineer shall make ready for inspection the ship's structure, boilers, pressure vessels, main and auxiliary machinery, electrical installations, lifesaving appliances, fire detecting and extinguishing equipment, pollution prevention and navigation equipment.

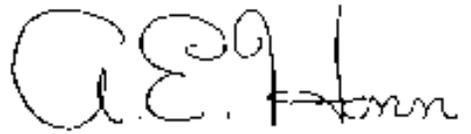
Nothing in this agreement abrogates the obligations of responsible parties for privately-owned vessels under contract to MSC (other than demise or bareboat charter) and for Maritime Administration (MARAD) ships from the Ready Reserve Force (RRF) to meet applicable United States laws, regulations, ratified treaties and conventions. (For further guidance regarding the RRF, refer to the Memorandum of Understanding between MARAD and USCG dated 25 March 1992.)

- IV. **Certificate of Inspection.** COMSC intends that all MSC vessels, except as noted in paragraph 3, proceed to sea with a valid Certificate of Inspection (COI) indicating that the vessel complies with USCG rules and regulations.
- V. **Applicable Regulations.** Regulations governing inspection and certification of MSC vessels are contained in Titles 33, 46 and 49, U.S. Code of Federal Regulations (CFR). Modifications to these regulations applicable to MSC vessels are found in Annex I.
- VI. **Waivers.** COMSC is authorized to represent the Department of Defense in requesting waivers from U.S. navigation and vessel inspection laws when it is in the interest of national defense and is necessary for MSC to carry out an assigned mission. This authorization applies to vessels operated by or chartered to MSC (46 CFR, Part 6.06). The waiver authority does not extend to provisions of international treaties, such as SOLAS, that apply to chartered ships.

- VII. **Manning.** USCG will specify the minimum manning requirements for each MSC vessel on its COI. All personnel in the deck, engine, supply and staff departments will be properly licensed and certificated in accordance with the Rules and Regulations for Licensing and Certificating of Merchant Marine Personnel (46 CFR, Parts 10-14). Such licensing and/or certification will be required as a condition of employment. Active duty military personnel embarked as either staff or persons in addition to the crew are not subject to this requirement.
- VIII. **Shipment and Discharge.** The shipment and discharge of the crew members, except embarked civil service and military personnel, will be in accordance with the laws and regulations applicable to commercial vessels of the United States.
- IX. **Marine Casualties and Investigations.** Masters of MSC vessels will report marine casualties in accordance with 46 CFR, Subpart 4.05 to the USCG and the USCO will investigate such casualties to determine the cause of the accident or whether there is evidence of any act of misconduct, inattention to duty, negligence or willful violations of the law on the part of any licensed or certificated crew member that contributed to the casualty.
- X. **Personnel Action.** USCG has authority to investigate and take administrative action against a person's license, certificate or document held by any civil service or contract crew member signed on MSC vessels, when possession of a valid USCG license, document or certificate is a condition of employment.
- XI. **Plan Approval.** USCG certificated MSC vessels shall obtain plan approval for new construction, conversion and alterations in accordance with USCG rules and regulations.
- XII. **Repairs and Alterations.** Required advance notice of repairs or alterations for USCG certificated MSC vessels shall be given to the USCG Marine Safety or Marine Inspection Office overseeing the work.
- XIII. **Implementation.** This agreement replaces the MOA dated 12 April 1985 and becomes effective upon signature by both parties and may be amended at any time by mutual consent. This agreement may be terminated six months following delivery of written notification of termination from either party.
- XIV. **Reimbursements.** Beginning in FY95, Commander, Military Sealift Command (COMSC) will reimburse the USCG for the mutually agreed upon full-time equivalent (FTE) effort to perform the above mentioned inspection and investigation activities on MSC vessels. Details of this reimbursement is contained in a separate COMSCJUSCG Memorandum of Agreement covering the reimbursable support which shall be renegotiated annually.



M. P. KALLERES
Vice Admiral, U.S. Navy
Commander, Military Sealift Command



A. E. HENN
Rear Admiral, U.S. Coast Guard
Chief, Office of Marine Safety,
Security and Environmental Protection

ANNEX I

Modification of Standards for USCG Certificated MSC Vessels

1. **Military Standards.** USCG may accept material and equipment which meet the requirements of Military or Federal specifications and standards. Approval requests shall normally be submitted through the appropriate Coast Guard Headquarters Divisions (G-MTH, G-MVI, etc.) and/or the USCG Marine Safety Center, Washington, DC.
2. **Vessels of Special Design.** USCG may, in individual cases, permit variations from the regulations as deemed necessary for MSC vessels of special design.
3. **Lifesaving Equipment.** MSC vessels are not subject to the provisions of the International Convention for Safety of Life at Sea (SOLAS) and accordingly, will not be furnished SOLAS certificates. However, certain classes of MSC vessels may voluntarily comply with the SOLAS standards (eg., the Oceanographic Surveillance Ships - TAGOS) and a Special Note shall be entered into the C.G. Marine Safety Information System (NISIS) concerning this voluntary compliance.

USCG may accept alternative lifesaving appliances or arrangements based on an equivalent level of safety to its rules and regulations. When any lifesaving appliance or arrangement on a vessel is replaced or a vessel undergoes repairs, alterations or modifications of a major character involving replacement of, or any addition to, the existing lifesaving appliances or arrangements, each new lifesaving appliance arrangement must meet the current regulations.

4. **Pyrotechnics.** Navy pyrotechnics may be accepted in lieu of USCG approved pyrotechnics.
5. **Persons in Addition to Crew.** MSC vessels may carry civilian or military personnel for the express purpose of carrying out the business of the vessel. Such personnel shall not be directly involved in the navigation of the vessel. These civilian or military personnel will not be considered members of the crew, nor will they be considered passengers. The carriage of such personnel may be authorized and shall be indicated by an endorsement on the COI as "Mission Support Personnel" and shall be reflected in the total persons allowed.

MEMORANDUM OF UNDERSTANDING AMONG THE SECRETARY OF
THE INTERIOR, SECRETARY OF TRANSPORTATION, AND
ADMINISTRATOR OF THE ENVIRONMENTAL PROTECTION AGENCY

Purpose

This Memorandum of Understanding (MOU) establishes the jurisdictional responsibilities for offshore facilities, including pipelines, pursuant to section 311: (j)(1)(c), (j)(5), and (j) (6) (A) of the Clean Water Act (CWA), as amended by the Oil Pollution Act of 1990.(Public Law 101-380). The Secretary of the Department of the Interior (DOI), secretary of Department of Transportation (DOT), and Administrator of the Environmental Protection Agency (EPA) agree to the division of responsibilities set forth below for spill prevention and control, response planning, and equipment inspection activities pursuant to those provisions.

Background

Executive Order (E.O.) 12777 (56 FR 54757) delegates to DOI, DOT, and EPA various responsibilities identified in section 311(j) of the CWA. Sections 2(b)(3), 2(d)(3), and 2(e)(3) of E.O. 12777 assigned to DOI spill prevention and control, contingency planning, and equipment inspection activities associated with offshore facilities. Section 311(a)(11) defines the term "of shore facility" to include facilities of any kind located in, on, or under navigable waters of the United States. By using this definition, the traditional DOI role of regulating facilities on the Outer Continental Shelf is expanded by E.O. 12777 to include inland lakes, rivers, streams, and any other inland waters.

Responsibilities

Pursuant to section 2(i) of E.O. 12777, DOI redelegates, and EPA and DOT agree to assume, the functions vested in DOI by sections 2(b)(3), 2(d)(3), and 2(e)~3) of E.O. 12777 asset forth below.

For purposes of this MOU, the term "coast line" shall be-defined as in the submerged Lands Act (43 U.S.C. 1301(c)) to mean "the line of ordinary low water along that portion of the coast which is in direct contact with the open sea and the line marking the seaward limit of inland waters."

1. To EPA, DOI redelegates responsibility for non-transportation-related offshore facilities located landward of the coast line.
2. To DOT, DOI redelegates responsibility for transportation-related facilities, including pipelines, located landward of the coast line. The DOT retains jurisdiction for deepwater ports and their associated seaward pipelines, as delegated by E.O. 12777.
3. The DOI retains jurisdiction over facilities, including pipelines, located seaward of the coast line, except for deepwater ports and associated seaward pipelines delegated by E.O. 12777 to DOT.

Effective Date

This MOU is effective on the date of final execution by the indicated signatories.

Limitations

1. The DOI, DOT, and EPA may agree in writing to exceptions to this MOU on a facility-specific basis. Affected parties will receive notification of the exceptions.
2. Nothing in this MOU is intended to replace, supersede, or modify any existing agreements between or among DOI, DOT, or EPA.

Modification and Termination

Any party to this agreement may propose modifications by submitting them in writing to the heads of the other agency/department. No modification may be adopted except with the consent of all parties. All parties shall indicate their consent, to or disagreement with any proposed modification within 60 days of receipt. Upon the request of any party, representatives of all parties shall meet for the purpose of considering exceptions or modifications to this agreement. This MOU may be terminated only with the mutual consent of all parties.



Bruce Babbitt
Secretary of the Interior

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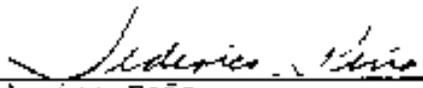
Date



Carol M. Browner
Administrator, Environmental
Protection Agency

FEB 3 1994

Date



Federico Peña
Secretary of Transportation

DEC 14 1993

Date