



**SIGTTO**

## **U. S. COAST GUARD-MARINE INDUSTRY MUTUAL TRAINING AGREEMENT**

1. The parties to this agreement are the United States Coast Guard (Coast Guard) and the Society of International Gas Tankers and Terminal Operators Ltd (SIGTTO) inclusive of it's members.
2. The purpose of this agreement is to memorialize how both parties intend to educate and inform each other regarding their rules, regulations, policy, and procedures that are of mutual interest so that the Coast Guard becomes more aware of the impact of Coast Guard rules, regulations, policies and procedures on the operations of the liquefied gas carrier industry so that SIGTTO and/or it's members become more aware of what mandates are placed on the Coast Guard and how the Coast Guard executes its mandates.
3. This agreement is not a binding contract.
4. Both parties agree that, to help meet their fundamental goals, it might be equally beneficial to both parties for the Coast Guard to assign one or more of its personnel to perform his or her official Coast Guard duties at a facility or aboard a vessel that is owned or operated by SIGTTO and/or its members.
5. The Coast Guard has the authority to assign its personnel to such duty pursuant to 14 U.S.C. 93(a)(7).
6. Both parties agree that such assigned Coast Guard personnel do not become employees or agents of, or consultants to, SIGTTO and/or its members for any purpose but, instead, that such assigned Coast Guard personnel remain federal officials for all legal and ethics purposes who are required to act in the interests of the United States.
7. Both parties agree that SIGTTO and/or its members cannot provide any compensation to any assigned Coast Guard personnel.

8. Both parties agree that because this is an equally mutually beneficial agreement, SIGTTO and/or its members are permitted to, but are not required to, provide travel, including but not limited to, shipboard travel, to assigned Coast Guard personnel at its expense when that travel will benefit the purpose of this agreement. Both parties also agree that providing such travel (including transportation, meals, lodging, and berthing), availability of training, and subject matter experts as guest speakers does not constitute a gift from SIGTTO and/or its members to the assigned Coast Guard personnel - because this agreement is a non-quantifiable but equally mutually beneficial agreement that is based upon a fundamental quid pro quo concept.

9. Both parties agree that SIGTTO and/or its members may provide suitable office space and office equipment for use by assigned Coast Guard personnel on a non-reimbursable basis.

10. Both parties agree that this agreement becomes effective when last signed by the parties below.

11. Both parties agree that this agreement remains in effect until terminated for any reason upon the express written mutual consent of both parties - or by the unilateral termination action of either party, for any reason, upon 60 days advance written notice to the other party, except that the Coast Guard can unilaterally terminate this agreement at any time with no advance notice should Coast Guard mission requirements necessitate that termination.

12. Both parties agree that this agreement can be amended at any time by the written mutual consent of both parties.

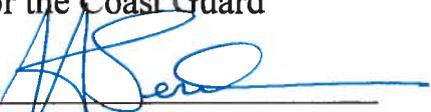
13. Both parties agree that this agreement is not intended to create, and shall not be construed to create, any agency, servant, employee, partnership, or joint venture relationship between the parties or between any assigned Coast Guard personnel and SIGTTO and/or its members.

14. Both parties agree that there will be no exchange of funds between the parties in connection with this agreement.

15. Both parties agree that this agreement is not intended to, and shall not be construed to, impose any financial obligation between the parties.

16. Both parties agree that the persons signing this agreement below have the authority to enter the parties into this agreement:

For the Coast Guard

  
\_\_\_\_\_  
JOSEPH A. SERVIDIO  
Rear Admiral, U.S. Coast Guard  
Director of Prevention Policy

Date: 27 August 2013

For the Society of International Gas Tanker and Terminal Operators Ltd

  
\_\_\_\_\_  
Andrew Clifton  
General Manager  
Society of International Gas Tanker and Terminal Operators Ltd (SIGTTO)

Date: 28<sup>th</sup> MAY 2013