



U.S. Department of Transportation
Maritime Administration

MEMORANDUM OF AGREEMENT
BETWEEN THE
UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION
AND
STATE UNIVERSITY OF NEW YORK
MARITIME COLLEGE



Effective Date: September 22, 2023

Agreement to set forth the mutual covenants and agreements the Academy
has made as a condition for the receipt of Federal assistance.

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This Memorandum of Agreement (hereinafter called “Agreement” or “MOA”), effective as of the 22nd day of September, 2023, by and between the United States of America, acting through the Department of Transportation, Maritime Administration (hereinafter called “Administration” or “MARAD”) and the State University of New York (SUNY), an educational corporation organized and existing under the laws of the State of New York, and having its principle place of business located at H. Carl McCall SUNY Building, Albany, New York 12246, for and on behalf of SUNY Maritime College (hereinafter called the “Academy”) located at 6 Pennyfield Avenue, Throggs Neck, New York 10465. SUNY Maritime College is one of the six Federally recognized State Maritime Academies (collectively called either the “Academies” or “SMAs”) per Chapter 515 of Title 46 U.S.C., hereby agree as follows:

ARTICLE 1. Authority and Purpose

- (A) Authorities: Pursuant to Chapter 515 of Title 46 of the United States Code (hereinafter referred to as the “Act”) as implemented by 46 CFR Part 310A, the Secretary of Transportation delegated specific authority under 46 U.S.C. § 51501 to the Maritime Administrator to assist all SMAs in providing instruction to prepare individuals for service in the merchant marine of the United States, and to provide guidance and assistance to each SMA to develop courses on the operation and maintenance of new vessels, on equipment, and on innovations being introduced to the merchant marine of the United States.
- (B) The authorities of the Administration to make decisions under the terms of this Agreement have been delegated to the positions as set forth in Article 16 of this Agreement. If any MARAD position title listed in this MOA is eliminated or changed for any reason, including but not limited to MARAD reorganization, it is understood that this MOA will reference the former position title’s successor in authority; and the Administration has determined that, as of the date hereof, the Academy is qualified to enter into this Agreement and perform conditions hereinafter outlined.
- (C) Purpose: The purpose of this Agreement is to set forth the mutual covenants and agreements the Academy has made as a condition for the receipt of Federal assistance.
- (D) While this Agreement includes conditions (for the Academy to receive Federal assistance) that require the Academy to provide certain documents and information to MARAD, the Academy may de-identify those documents and information in accordance with relevant laws, including the Family Educational Rights and Privacy Act (FERPA).

ARTICLE 2. Annual Payments

(A) The Administration, subject to the availability of appropriations and subject to the provisions of Article 5 of this Agreement, agrees to make annual payments to the Academy for the maintenance and support of the Academy. Subject to the terms of the preceding sentence, the amount of each annual payment shall be at least equal to the amount given to the Academy for its maintenance and support by the State in which it is located, or, if a regional Academy, by all States or territories cooperating to sponsor the Academy. The Academy agrees, pursuant to Article 5, to submit documentation annually of the support provided to the Academy by the State(s) to the MARAD Director of the Office of Maritime Labor and Training (hereinafter called the “Training Director”) as outlined in (F) of this section.

(B) As a condition to receiving further payments as a regional maritime academy, the Academy shall provide documentation, in form and substance satisfactory to the Maritime Administrator or the Maritime Administrator’s designee, demonstrating that it is a regional academy within the meaning of 46 U.S.C. § 51503. One aspect of this requirement is that the Governors of the States cooperating to sponsor a regional maritime academy shall designate such regional maritime academy in writing, in form and substance satisfactory to the Maritime Administrator or designee, designating its sponsorship of the Academy and noting the State responsible to conduct the affairs of that regional maritime academy. When such documentation is sufficient, the Administration shall issue a letter to the Academy to that effect. Any change in this status shall be reported to the Training Director immediately. As a condition for receiving new payments during each fiscal year, a senior official of the Academy shall also certify in

writing that “the factual conditions under which the Academy was designated a regional maritime academy have not changed since the date of Certification of Regional Maritime Academy Status” or “that the factual conditions have changed,” attaching documentation relating to the change, and seeking a new determination from the Maritime Administration.

- (C) The payments provided for in paragraph (A) of this section shall not exceed \$25,000, unless the Academy meets the requirements of Article 5(B) of this Agreement.
- (D) If the Academy satisfies the requirements of Article 5(B) (see 46 U.S.C. § 51506(b)) and Congress appropriates monies for that purpose, the amount paid to the Academy shall be the amount appropriated in a fiscal year as direct payments for maritime academies, applied and divided equally among all regional maritime academies, unless otherwise provided by law. Unless otherwise provided by law, if the Academy satisfies both Articles 5(A) and 5(B), the Academy shall be deemed a regional maritime academy and entitled to its proportionate share of direct payments appropriated.
- (E) In any fiscal year, if appropriations are insufficient to satisfy the provisions of paragraphs (C) or (D) of this section, the Administration may adjust the payments in paragraphs (C) or (D) to a lower amount, in accordance with available funding and applicable law.
- (F) The Academy shall submit to the Training Director annually, at the time and in the form prescribed by the Training Director, a voucher for the annual payment. Each voucher for an annual payment under the Act shall be supported by certified statements of: operating expenses for the preceding year, an estimate of operating expenses for the year with respect to which the voucher is submitted, amounts furnished by the State to the Academy for maintenance and support, and evidence of compliance with the

requirements of Article 5 of this Agreement. Upon approval of such a voucher by the Training Director, payment shall be made by the Administration to the Academy.

ARTICLE 3. Student Incentive Payment (SIP) Program

- (A) The Administration and the Academy agree to cooperate in the effective administration and operation of the SIP Program in accordance with the implementing regulations of this Administration, currently 46 CFR § 310.7, and Federal law.
- (B) Regarding the allocation of SIP billets among the Academies, the Administration shall allocate these SIP billets in an equitable manner in accordance with 46 CFR § 310.7 following consultation with the Academies on their preferred SIP allocations. The Administration may withdraw any unutilized SIP billets existing on February 1 and reallocate them to other SMAs at the Administration's discretion in consultation with the SMAs to ensure full utilization of the Federal appropriations dedicated for this purpose.

ARTICLE 4. Fuel Payments and Donations

- (A) The Administration may, subject to the availability of an appropriation, pay to the Academy the costs of fuel consumed by a Training Ship furnished under the provisions of 46 U.S.C. § 51504 while such vessel is being used for training purposes by such the Academy, if such funds have been appropriated and are available for that purpose. Under current law, the Administration's payment to the Academy under this paragraph shall not exceed \$300,000 for a fiscal year unless the law directs otherwise.
- (B) Upon notice from the Administration that appropriated funds are available for fuel payments, the Academy shall submit, in the form prescribed by the Training Director, a voucher for the cost of fuel consumed by a Government-owned Training Ship, supported by copies of all billings representing fuel purchases, a statement of fuel consumed while

such ship was being used for training purposes, copies of appropriate fuel consumption entries in the engineering log, and such other information as the Administration may require. The Administration will prepare the necessary paperwork to make payment to the Academy.

(C) On such conditions as the Administration may determine, the Administration may provide for the donation of fuel from non-retention vessels in the National Defense Reserve Fleet (NDRF) to the Academy.

ARTICLE 5. Academy Requirements

(A) In consideration of the payments to be made to the Academy pursuant to Articles 2 and 4 of this Agreement, and of the payments to designated students enrolled in the Academy pursuant to Article 3 of this Agreement as well as the availability of a training vessel for use in accordance with Article 6, the Academy shall:

- (1) Provide courses of instruction in navigation, marine engineering (including steam and diesel propulsion), the operation and maintenance of new vessels and equipment, and innovations being introduced to the merchant marine of the United States, as approved by the U.S. Coast Guard (USCG) and the Administration;
- (2) Conform to such standards in such courses, training facilities, entrance requirements, and instruction in a Merchant Mariner Officer Preparation Program, that the Administration may establish after consultation with the Superintendents or Presidents of the State Maritime Academies;
- (3) Require, as a condition for graduation, that each individual who is a citizen of the United States and who is attending the Academy in a Merchant Mariner Officer

Preparation Program shall pass the examination administered by the USCG required for issuance of a Merchant Mariner Credential with a license endorsement under 46 U.S.C. § 7101; and

(4) Require that, any individual enrolled at the Academy in a Merchant Mariner Officer Preparation Program on or after January 1, 2017:

- (i) shall, not later than nine (9) months after the date of such individual's enrollment at the Academy, pass an examination, in form and substance satisfactory to the Deputy Associate Administrator for Maritime Education and Training, that demonstrates that such individual meets the medical and physical standards required for the issuance of an Merchant Mariner Credential with a license endorsement under 46 U.S.C. § 7101 or set by the United States Coast Guard for issuing merchant mariners' documentation under 46 U.S.C. § 7302, with no limit to the individual's operational authority; and
- (ii) shall, following passage of the examination required under subparagraph (i), continue to meet the requirements described in (i) throughout the remainder of such individual's enrollment in a Merchant Mariner Officer Preparation Program at the Academy; and
- (iii) if the individual has a medical or physical condition that disqualifies the individual from meeting the requirements set forth in (i) above, the individual shall be transferred by the Academy to a program other than a merchant marine officer preparation program until such time as the individual demonstrates to the Deputy Associate Administrator and

National Coordinator for Maritime Education and Training that such individual meets the medical and physical standards set forth in (i) above or is otherwise appropriately disenrolled from the Academy.

(5) The Deputy Associate Administrator and National Coordinator for Maritime Education and Training may modify or waive any of the terms set forth in Article 5(A)(4) with respect to any individual or the Academy.

(B) In addition to the condition provided in paragraph (A) of this Article 5 and as an express condition to receiving payments of any amount in excess of \$25,000 for any one year under Article 2 of this Agreement, the Academy hereby agrees to admit to its courses of instruction otherwise qualified students resident in any other State than that in which the Academy is located in such numbers as the Administration shall prescribe, except that the number so prescribed shall not, at any time, exceed one third of the total number of students attending the Academy. The Academy may elect to admit more out-of-state residents than the minimum number prescribed by the Administration.

(C) The Academy agrees, with respect to all Academy programs and activities, including its training program for merchant marine officers under Chapter 515 of Title 46 and under this Agreement, that illegal discrimination in any form will not be tolerated and that it will comply with the following provisions of law and implementing regulations duly promulgated thereunder including, but not limited to Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*) (hereinafter cited as “Title VI”); 49 C.F.R. Part 21; Title IX of the Educational Amendments Act of 1972 (20 U.S.C. § 1681 *et seq.*) (hereinafter cited as “Title IX”); 20 U.S.C. §§ 1681–1688; 49 C.F.R. Part 25; Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (hereafter cited as “Section 504 of

the Rehab Act”); 49 C.F.R. Part 27; Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*) (hereinafter cited to as the “ADA”); 28 C.F.R. Part 35; the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*) (hereafter cited as the “Age Act”); the Civil Rights Restoration Act of 1987; and 46 C.F.R. § 310.2. These statutes and regulations prohibit discrimination on the basis of race, color, national origin, sex (including gender identity and sexual orientation), disability, religion, and age in programs and activities receiving Federal financial assistance. The Academy hereby gives assurance that it will promptly take all measures necessary to ensure that no person shall, on the grounds of race, color, national origin, sex (including gender identity and sexual orientation), disability, religion, or age be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity. The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other nondiscrimination requirements (Title IX, the Age Act, and Section 504 of the Rehab Act) by restoring the broad, institutional-wide scope and coverage of these nondiscrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted. Nothing contained herein shall mean that the Academy cannot comply with additional legal civil rights requirements.

(D) The Academy hereby covenants and agrees that the Academy will carry out the following to effectuate subparagraph (C):

- (1) Adopt the DOT Title VI nondiscrimination clauses and provisions in Appendix 2 to this Agreement in their contracts, leases, deeds, and other applicable

instruments and require these provisions in subcontracts, subleases, and other similar instruments.

- (2) Notify applicants, students, employees, communities, and others about the Academy's obligation under Title VI of the Civil Rights Act of 1964 (Title VI) to operate programs, services, projects, and business opportunities without regard to race, color, or national origin. At a minimum, the Academy shall disseminate this information widely to the Academy community, including on the Academy's website and training vessels. The Academy may satisfy the terms of this paragraph by integrating this requirement into existing Title VI notices and policies. At a minimum, this notice should include:

- (i) A statement that the Academy operates programs without regard to race, color, or national origin.
- (ii) A description of the procedures that students, employees, and members of the public should follow to request additional information on the Academy's Title VI obligations.
- (iii) A description of the procedures that students, employees, and members of the public shall follow to file a Title VI discrimination complaint with the Academy.
- (iv) Notice of the means by which students, employees, and members of the public may use to file a Title VI discrimination complaint with MARAD. This would include the following postal and email addresses and/or a link to MARAD's discrimination complaint filing webpage:

<https://www.maritime.dot.gov/about-us/file-complaint-marad>

Email: civilrights.marad@dot.gov

U.S. Department of Transportation
Maritime Administration
Office of Civil Rights (MAR-130)
West Building, 2nd Floor
1200 New Jersey Avenue SE
Washington, DC 20590

(3) Implement specific and continuing steps to notify applicants for admission and employment, students, employees, and other relevant parties about the Academy's obligation under Title IX of the Education Amendments of 1972 (Title IX) to refrain from discrimination on the basis of sex (including gender identity and sexual orientation) in the educational programs and activities it operates. The Academy may satisfy this requirement by integrating text into existing Title IX notices and policies. At a minimum, the Academy shall disseminate this information widely to the Academy community, including by posting a Title IX notice on the Academy's website and training vessels. At a minimum, this notice should include:

- (i) A statement that the Academy operates programs without regard to sex including sexual orientation and gender identity. This statement should include or directly reference the Academy's sexual assault and sexual harassment (SASH) prevention and response (PR) policies.
- (ii) A description of the procedures that students, employees, and members of the public should follow to request additional information on the Academy's obligations under Title IX and its SASH policies.

(iii) A description of the procedures that students, employees, and members of the public shall follow to file a Title IX complaint with the Academy.

(iv) Notice of the means by which students, employees, and members of the public may use to file a Title IX discrimination complaint with MARAD.

This would include the following postal and email addresses and/or a link to MARAD's discrimination complaint filing webpage:

<https://www.maritime.dot.gov/about-us/file-complaint-marad>

Email: civilrights.marad@dot.gov

U.S. Department of Transportation
Maritime Administration
Office of Civil Rights (MAR-130)
West Building, 2nd Floor
1200 New Jersey Avenue SE
Washington, DC 20590

(4) Maintain records of Title VI, Title IX, and the ADA investigations, complaints, and lawsuits alleging discrimination on the basis of race, color, national origin, sex, or disability that occur on or are attributed to the Academy campus or training ship. Such records must include the date the investigation, lawsuit, or complaint was initiated; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the Academy in response, or final findings related to, the investigation, lawsuit, or complaint. The Academy must submit a summary of these records that includes de-identified aggregate data, upon request by MARAD, sufficient to determine whether the Academy is in compliance with Federal nondiscrimination requirements. If MARAD determines that the provided information is insufficient to determine

whether the Academy is in compliance with Federal nondiscrimination requirements, then the parties will come to a mutually-agreed-to resolution about the information the Academy should submit.

- (5) It is agreed that these assurances are given in consideration of and for the purpose of obtaining and continuing in effect any financial assistance extended after the date hereof to the Academy by the Administration, including any payments to be rendered pursuant to agreements extending financial assistance which were approved prior to such date, and any violation by the Academy of any of the provisions of this assurance of nondiscrimination shall constitute a breach of this Agreement and any such prior agreements.

The Academy further recognizes and agrees that such financial assistance will be extended by the Administration in reliance upon the representations and agreements made in this assurance of nondiscrimination, and that the United States shall have the right (in addition to any of its other rights under its agreements with the Academy) to seek judicial enforcement of these assurances.

These assurances are binding on the Academy, its principals, officers, employees, agents, successors, transferees, and assignees.

- (E) With regard to accounting of Federal assistance, the Administration is hereby authorized to examine and audit the books, records and accounts, documents, information, facilities, and staff of the Academy, and any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees, whenever it is deemed necessary or desirable. Further, the Academy agrees to permit the making of scanned or hard copies of any such books, records, papers, memoranda or other documents and to furnish without charge, adequate

office space and other facilities reasonably required by such auditors of the Administration or other persons designated by the Administration in the performance of their duties in administering the provisions of the payments provided under this Agreement, and by Administration personnel designated to conduct any program or compliance reviews and any complaint investigations to determine the Academy's compliance with the nondiscrimination assurances. For financial issues, this provision complies with Federal Management Circular 736 providing for a single audit for educational institutions and assigning one Federal agency with the audit responsibility for the Academy receiving Federal aid.

(F) Program Data and Statistics

(1) The Academy agrees to collect appropriate data and statistics to demonstrate institutional effectiveness of the Academy's Merchant Mariner Officer Preparation Program to support justification for Federal funding. The Academy agrees to submit the data to the Training Director, or designee, no later than April 1st and October 1st each year. Such data shall include, but not be limited to, the following:

- (i) Recruitment Data, including Past/Current Enrollment (trends);
- (ii) Student program completion data, including attrition rate;
- (iii) Program outcomes:

(1) The number of graduates from the Academy for the previous 5 years.

(2) The number of graduates from the Academy for the previous 5 years who have become employed in, or whose status qualifies under, each of the following categories:

- (a) Maritime Afloat.
- (b) Maritime Ashore.
- (c) Armed Forces of the United States.
- (d) Non-maritime.
- (e) Graduate studies.
- (f) Unknown.

(3) The number of students in each Academy class receiving or who have received for the previous 5 years, funds under the student incentive payment program under 46 U.S.C. § 51509.

(4) The number of students described under paragraph (3) who used partial student incentive payments who graduated without an obligation under the program.

(5) The number of students described under paragraph (3) who graduated with an obligation under the program.

(iv) Any other specific data requirements mandated by Congress.

(2) The Administration and the Academy agree to cooperate on the collection and statistical analysis of data to demonstrate the effectiveness of the Academy's Merchant Mariner Officer Preparation Program and to support justification for Federal funding. The Administration and Academy further agree to cooperate on data collection required to respond to Congressional, Office of Management and

Budget, and DOT if requested data is available. The Administration agrees to obtain the Academy's recommendations before establishing data requirements and submission timelines. The collection and analysis methodology will be jointly developed and agreed to by the Administration and Academy unless specified in law.

(G) Academy support to Administration's Student Incentive Program (SIP)

The Academy agrees to annually provide the Training Director with the Academy's strategy and its implementation to:

- (1) Conduct outreach, marketing, and promotional activities to all students in the Academy's Merchant Mariner Officer Preparation Program to support continuity and growth of SIP enrollments annually to fill the Administration's annual SIP allocations.
- (2) Provide resources to support the Academy's administrative activities associated with their annual execution of the SIP Program.
- (3) The Administration agrees to support Academy SIP outreach and administrative effort through:
 - (i) Representation at Academy SIP outreach events;
 - (ii) Providing SIP promotional material;
 - (iii) Training and helpline with the Student Incentive Program Electronic Enrollment (SIPEE);
 - (iv) Strategic Sealift Officer (SSO) liaison with Academy staff responsible for program.

(H) Student orientation about MARAD programs

The Academy agrees to cooperate with the Administration and provide orientation to all students about the various MARAD programs to assist various segments of the U.S. maritime industry.

- (I) The parties acknowledge that the loan of the training vessel to the Academy, and any funds when provided to the Academy for direct payments, fuel assistance, and ship-sharing expenses, constitute “Federal financial assistance” in the form of non-cash contributions or donations of property, direct appropriations, and other financial assistance under the Uniform Administrative Requirements, Cost Principles, and audit Requirements for Federal Awards (Title 2, Part 200 of the Code of Federal Regulations). With respect to such “Federal financial assistance,” the Academy shall comply with all applicable requirements set forth in the following sections of 2 CFR Part 200: Subpart A – Acronyms and Definitions; Subpart B – General Provisions (except for §§ 200.111 English Language, 200.112 Conflict of Interest, and 200.113 Mandatory Disclosures); §§ 200.303 Internal controls and 200.330-332 Subrecipient Monitoring and Management; and Subpart F – Audit Requirements.

- (J) Sexual Assault and Sexual Harassment (SASH) Prevention and Response (PR).

The Administration’s *Every Mariner Builds A Respectful Culture* (EMBARC) Standards, and any successor programs or policies, provides SASH PR requirements for certain vessels that carry U.S. Merchant Marine Academy cadets. The Academy agrees to place SMA cadets on a U.S. registered vessel with International Convention for the Safety of Life at Sea (SOLAS), 1974, certification only if the operator of the vessel has been approved by the Administration for compliance with the EMBARC Standards and the vessel operator has approved their vessel for sea training of cadets. A list of currently

approved EMBARC enrolled vessel operators is posted on the Administration's website at <https://www.maritime.dot.gov/education/sea-year-training-program-criteria>.

The Academy may place students on vessels operated by non-EMBARC enrolled vessel operators only if the Academy establishes and implements SASH PR policies for all such vessels that carry SMA cadets and:

- (1) the vessel is registered in the U.S. but does not have SOLAS certification, or
- (2) the vessel is not registered in the U.S. and has SOLAS certification.

Acceptable Academy SASH PR policies must include programs, procedures, and practices to foster a community of mutual respect, support, and accountability; must act to strengthen a culture of SASH prevention; and must ensure that prompt action is taken in response to incidents of sexual violence and sexual harassment and other forms of misconduct aboard the commercial vessels hosting the Academy's cadets. As part of the Academy SASH PR policies, the Academy must:

- (1) Require non-SOLAS, U.S. registered commercial vessel operators to implement policies that are acceptable to the Academy and at a minimum:
 - (i) Establish appropriate crew-cadet interaction;
 - (ii) Provide crew SASH PR training, including the Ship Operations Cooperative Program SASH prevention materials and computer-based training;
 - (iii) Provide for effective means of communication between the Academy, vessel operator, and cadets;
 - (iv) Ensure widespread distribution and heightened visibility of company SASH PR policies to each cadet and each crew member;

- (v) Establish safety practices that address SASH PR, bystander intervention, reporting procedures, and alcohol prohibitions;
 - (vi) Ensure that when cadets are embarked, a vessel operator shall, within 24 hours after learning of an allegation, notify the Academy of SASH-involved behavior, regardless of whether the behavior involves a cadet. A vessel operator shall also ensure USCG notifications are completed, if required, as noted in their Marine Safety Information Bulletin (MSIB) Number 1-23. See, [https://www.dco.uscg.mil/Portals/9/DCO%20Documents/5p/MSIB/2023/MSIB-01-23_Sexual_Misconduct_Reporting_Requirements.pdf?ver=h0-T-BVDT1vIJEBFGXbpiw%3d%3d](https://www.dco.uscg.mil/Portals/9/DCO%20Documents/5p/MSIB/2023/MSIB-01-23_Sexual_Misconduct_Reporting_Requirements.pdf?ver=h0-T-BVDT1vIJEBFGXbpiw%3d%3d;);
 - (vii) Adhere to Ship Operations Cooperative Program (SOCP) best practices guide;
 - (viii) Establish zero tolerance policies for SASH, harassment, and hostile work environment that the Academy approves consistent with Academy SASH PR policies; and
 - (ix) Agree to permit the Academy and/or MARAD—including third parties engaged by the Academy and/or MARAD—to conduct recurring assessments of the vessel operator's, and their vessel's, compliance with the Academy's SASH PR policies.
- (2) Require operators of SOLAS certificated commercial vessels not registered in the U.S. to establish policies and procedures that the Academy approves consistent with Academy SASH PR policies. Further, the vessel operator shall have a U.S.-

based entity that may be held liable for cadet-related SASH events that occur on board.

- (3) Verify that commercial vessel operators' policies and procedures in (1) and (2) are being effectively implemented on board the vessel. The verification must be based on quantitative or qualitative information, records, or statements of fact based on observations, measurements, or tests reviewed and confirmed on an annual basis. MARAD will determine the means and frequency that the Academy verifies that a vessel and company adhere to the stated policies, which shall be determined by factors to include frequency of port calls, cadet access to cell service, availability of a lockable berthing area, and number of cadets on board. Verification of compliance may range from the vessel Master's attestation with SASH PR policies to a third-party audit depending on vessel operations and aforementioned factors.

ARTICLE 6. Training Ship

(A) Designation, Legal Status, and Delivery of Training Ship

- (1) Authority and Location for Delivery: Pursuant to the provisions of 46 U.S.C. § 51504, the Administration may provide to the Academy a vessel, suitable for training purposes, under its jurisdiction to be used for training. A training ship (hereinafter referred to as "Training Ship" or "Training Vessel" or "Vessel") designated for use by the Academy for the purpose of conducting at sea and pier side Merchant Mariner Officer Preparation Program training will be delivered to the Academy at a location determined by the Administration, in condition found to be in class by the American Bureau of Shipping (ABS) and with a valid USCG

Certificate of Inspection as a public nautical school ship, pursuant to the provisions of 46 CFR Part 167 – Public Nautical School Ships.

- (2) Property of the United States: The Training Ship remains property of the United States Government as a component of the NDRF, and under the terms of 46 U.S.C. § 57100 retains the legal status as a “Public Vessel” of the United States during its operation by the Academy and otherwise. The Academy shall not represent the Training Ship as Academy property or as being under Academy ownership.
- (3) Substitute or Interim Vessel: The Administration may provide a vessel temporarily or a vessel for future conversion to a Training Ship. This vessel may be adequate for pier side training but not for at sea training. Where an original request has been made by the Governor of the State, a further written request by the Governor is not necessary for a substitute or interim vessel.

(B) Use and Operation

- (1) Suitable Homeport Berth and Course of Instruction: A suitable homeport berth, as approved by the Administration, will be made available by the Academy for the safe mooring of the Training Ship while it is under the custody of the Academy. The Academy further agrees that it will comply with the conditions of 46 U.S.C. § 51506(a) relating to the course of instruction and Administration training standards. The Training Ship shall be used to its maximum potential in meeting the training and sea time requirements of the Academy’s USCG approved program.

(2) Training Voyages and Sovereign Immune Status: The Academy shall submit the training voyage itinerary of the Training Ship including a listing of foreign ports to be visited, for approval of the Deputy Associate Administrator and National Coordinator for Maritime Education and Training or designee at least sixty (60) days in advance of the date such voyage is scheduled to begin. The Deputy Associate Administrator and National Coordinator for Maritime Education and Training or designee shall arrange with the Department of State for diplomatic clearance of the Training Ship to visit foreign ports. Except in an emergency where the security and/or safety of the ship is at risk or a person/s on board are at risk of death or serious bodily harm (e.g., a medical emergency), absent the express permission of the Administrator, training ships will not enter foreign ports without first obtaining diplomatic clearance (or functional equivalent for port states that may reserve the use of this term for naval vessels) from the port state recognizing the Training Ship's sovereign immune status such that the Training Ship will be granted the privileges and immunities customarily given to sovereign immune vessels. As a matter of customary international law, U.S. Training Ships as ships owned or operated by a state and used, for the time being, only on government non-commercial service, are entitled to sovereign immunity. This means that such ships are immune from arrest or search (whether in foreign internal or territorial seas or international waters); immune from foreign taxation; exempt from any foreign state regulation requiring flying the flag of such foreign state (either in its ports or while passing through its territorial seas); and entitled to exclusive control over persons on board such vessels with respect to acts

performed on board. The privilege of sovereign immunity includes protecting the identity of personnel, stores, or other property on board the Training Ship.

Actions taken or requested by foreign officials inconsistent with the sovereign immune status of the Training Ship shall be reported as soon as possible to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training and/or designee and to appropriate U.S. Embassy or Consulate officials. During non-business hours, the MARAD Coordination Center (MCC) should be contacted.

- (3) Cruises Other Than the Annual Training Cruise: Cruises other than the annual training cruise may be conducted with the prior written approval of the Administration. The Academy agrees to submit requests for such additional cruises to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training and/or designee at least sixty (60) days prior to the departure of the Training Ship from the Academy and should describe in detail the value of the event or trip for the further training purposes of the Academy, as well as all other factors the Academy may deem appropriate relating to the request for approval. Approval requests may be submitted based upon tentative cruise schedule(s) during an approximate range of dates. The Administration agrees to provide a response within thirty (30) days of receipt of the Academy request. If it is not feasible to submit the request sixty (60) days in advance, the Deputy Associate Administrator and National Coordinator for Maritime Education and Training or designee will make a determination as to whether sufficient time is available to process and approve the request.

- (4) Ancillary Uses of the Training Ship: Any use of the Vessel shall not compete with or impede training. In particular, ancillary uses of the Training Ship during cruises may be accommodated subject to the prior written approval of the Administration, but only after the training cruise itinerary, including port visits, has been developed to maximize merchant marine officer training. The Academy agrees to submit any request for ancillary use of the Vessel to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training and/or designee as far in advance as possible.
- (5) Operation and Maintenance: The Academy agrees that it is the responsibility of the Academy to operate the Training Ship in a safe manner and to see that the Vessel is maintained in a seaworthy condition during its operations. The Training Ship is to be operated and maintained always, both at sea and while pier side, in full compliance with all applicable Federal, State, local and tribal laws and regulations. (Refer to Article 6(L) for the Administration's responsibility to maintain the Training Ship in good repair.)
- (6) Compliance with Administration's Training Ship Custodial Care Guidance (as amended): The Academy agrees to comply with the Administration's Training Ship Custodial Care Guidance (CCG), as amended, regarding the use and operation of a Training Ship, and incorporated by reference herein. If the Administration provides a National Security Multi-Mission Vessel (NSMV) to the Academy, the Academy agrees to comply with the Administration's Training Ship Custodial Care Directive – NSMV (CCD-NSMV), as amended, regarding the use and operation of the NSMV as a Training Ship. The current version of the

Agreement and the CCD are required to be maintained onboard by the assigned Master. The CCG and CCD-NSMV, as amended in the future, shall be posted on the Administration's website at <https://www.maritime.dot.gov/>.

- (7) Available for Emergency and Priority Use: Training Ships shall be available for emergency and other priority uses whenever deemed necessary by the Administration without liability by the United States to the Academy for such emergency and priority use. The Administration, in coordination with the Academy, shall evaluate the impact to the Academy's ability to meet the course of instruction required by 46 U.S.C. § 51506 if the Training Ship is removed. If the removal of the Training Ship impacts the Academy's ability to obtain the necessary sea time required under their USCG approval, the Administration shall assist in identifying alternative means of obtaining sea time.
- (8) Prohibition on Carrying Cargo and/or Passengers for Revenue or Compensation: The carriage of any cargo and/or passengers for revenue or other compensation is strictly prohibited. This restriction does not apply to cadets enrolled at the Academy, other State Maritime Academies, or U.S. Merchant Marine Academy and onboard the Training Ship primarily for the purpose of maritime training and/or to obtain sea service towards a USCG Merchant Mariner Credential.
- (9) Use for Public Service or Donated Cargo Carriage: The carriage of nominal amounts of public service or donated cargo may be permitted subject to the prior written approval of the Administration, provided the costs of its carriage are borne exclusively by the Academy and carriage does not compete with or impede training. The Academy agrees to submit any request for public service or donated

cargo carriage to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training and/or designee as far in advance as possible.

- (10) Use for State Trade Promotion: State trade promotion programs, including exhibits and State trade promotion employees, may be permitted on board the Training Ship, provided these do not compete with or impede training and subject to the prior written approval of the Administration. The Academy agrees to submit any request for State trade promotions programs to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training and/or designee at least thirty (30) days prior to the event. The carriage of items for sale or other compensation as part of a trade promotion program is prohibited.
- (11) Berthing at Homeport: Berthing of ship's crew, cadets, and other Academy personnel is permissible where the berthing is deemed relevant to the training program and is approved by the Director, Office of Ship Operations, MARAD (hereinafter called the "Operations Director"). Berthing of cadets may be permitted in accordance with 46 CFR Part 310 (currently 46 CFR § 310.3(b)(1)), provided it does not compete with or impede training and vessel operation, maintenance, and repair. The Academy may also berth assigned crew and SMA faculty who directly support the Academy's STCW credentialling program. Those personnel shall maintain a USCG credential and have designated duties to monitor the vessel and those onboard and respond to emergency situations. The Academy shall ensure appropriate safeguards, oversight, and operational policies and procedures are maintained while personnel are berthed aboard the Training

Ship in accordance with all applicable regulations. The Academy shall ensure the Vessel Security Plan is developed and executed to reflect the berthing of personnel aboard. At least ninety (90) days prior to the commencement of berthing of personnel aboard, the Academy shall submit to the Operations Director for approval a plan detailing the quantities of personnel to be berthed (crew, cadets, and/or Academy personnel), justification for their berthing aboard, what safeguards and operational procedures will be implemented to ensure the safety of personnel and regulatory compliance, and the periods of time the personnel will be berthed aboard. The plan shall be submitted for approval annually along with the Academy's submission of the Training Ship's Annual Business Plan. Should the Administration require the use of the Training Ship for any reason (reference Article 6(B)(7)), the Academy will be responsible for relocating all personnel berthed aboard the Vessel. The Administration may work with the Academy to assist with relocation.

(C) Covenants of the Academy During the Period the Training Ship is Under Custody of the Academy:

- (1) Used for Maritime Training: While the Training Ship is in the custody of the Academy, the Vessel shall always be used for training and for Academy sponsored or sanctioned activities related to the furtherance of that maritime training.
- (2) Control of Access to the Training Ship: The Academy is responsible for establishing appropriate controls and conditions for access to the Vessel in accordance with the Vessel's USCG approved Vessel Security Plan, and will

provide a copy of the Vessel Security Plan including a Cyber Security Plan to the Operations Director.

(3) Safety, Security, and Supervision of Personnel: The Academy is responsible for the safety, security, and supervision of all personnel permitted access to the Vessel.

(D) Permitted and Prohibited Personnel: While the Vessel is in the custody of the Academy, the Academy is responsible to ensure that only the permitted personnel in accordance with *Appendix 1 – Permitted and Prohibited Personnel* are permitted aboard the Training Ship, under controls and conditions established by the Academy in accordance with the USCG approved Vessel Security Plan.

(E) Academy Requests for Approval and Correspondence: All requests for approval by the Administration under this Article must demonstrate no cost to the Administration and the Federal Government or set forth an estimate and basis of that estimate of such additional costs as well as provide an affirmation, and explanation of that affirmation, that the action being approved will not interfere with the Merchant Mariner Officer Preparation Program training.

(F) Risk of Loss of the Training Ship: With respect to the loss of a Training Ship to the Academy, the Administration assumes the risk of physical loss or damage to any part of the Vessel, its machinery, equipment, stores, and other property, including cargo, if owned by the Government, except to the extent that such loss or damage is caused by the negligence, fault, error, act or omission of the Academy, its officers, subcontractors, agents, or employees. The burden of proving freedom from fault and assessing responsibility shall be borne equally by the Academy and the Administration. Regardless

of fault, the Administration does not guarantee replacement or substitution of the Training Ship should the Vessel be deemed unseaworthy or unsafe for its intended mission in accordance with Article 6(A)(3).

(G) General Provisions for Use

- (1) Institute Continuous Program of Ship Maintenance: The Training Ships are owned by the U.S. Government and therefore their material condition, operational reliability, and appearance reflect on the United States. To the extent not otherwise described herein, the Academy shall at all times while the Training Ship is in their custody institute a continuous program of ship maintenance in accordance with the Administration's Training Ship CCG / CCD-NSMV, attached herewith and as amended.
- (2) Safeguard Interests of the Administration: The Academy shall exercise reasonable care to safeguard the interests of the Administration and avoid:
 - (i) Injury or death to any person aboard the Training Ship;
 - (ii) Loss and damage of every nature with respect to the Training Ship;
 - (iii) Damage to the marine environment through spills of oil, chemicals or hazardous materials from the Training Ship into the water, unnecessary exhaust or other gas emissions to the atmosphere, or any other unlawful discharge, such as garbage or sewage, from the Training Ship in restricted waters;
 - (iv) Breach(es) of vessel security including cyber security events;
 - (v) Activities that would involve the Training Ship in or create disturbances in a host nation or with local or regional governments; or

(vi) Any incidence or matter that might negatively impact the continued use of the training ship for its assigned purpose.

(3) Develop and Implement Safety Management System: The Academy shall develop and implement a Safety Management System in accordance with the Administration's Training Ship CCG / CCD-NSMV. The Safety Management System must incorporate the Administration's *Training Ship – Special Considerations (hereinafter TS-EMBARC) for incorporating Every Mariner Builds A Respectful Culture (EMBARC) Standards*, as amended and incorporated by reference herein.

(4) Develop and Implement Lay-up Procedures: The Academy shall develop and implement reasonable lay-up procedures, consistent with the requirements of the Administration's Training Ship CCG / CCD-NSMV, to the satisfaction of the Administration, to be applied during non-cruise status of the Training Ship. As outlined in the Administration's Training Ship Custodial Care Guidance, such lay-up procedures shall be submitted to the Operations Director and/or designees for approval, and shall be updated as necessary and required.

(5) Submit Voyage Training Cruise Extracts: The Academy shall submit Voyage Reports, consistent with the requirements of the Administration's Training Ship CCG / CCD-NSMV and in a form prescribed by the Administration, to the Operations Director and designees within the number of days of the completion of any training cruise as listed in the Administration's Training Ship CCG / CCD-NSMV. Excerpts from logbooks and reports shall be submitted as requested or directed by Operations Director or designees.

(6) Submit Incident Reports: The Academy within 48 hours of learning of an accident or incident that causes or results in the outcomes described in this paragraph, must report to MARAD's Operations Director and designees per the Administration's Training Ship CCG / CCD-NSMV:

- (i) Serious injury or death to any person which requires professional medical treatment beyond first aid, except injuries known to result from SASH related incidents shall be reported using the guidelines established under TS-EMBARC;
- (ii) Damage to the Training Ship;
- (iii) Damage inflicted by the Training Ship upon any other ship or other property;
- (iv) Damage to the marine environment;
- (v) Cyber security breaches that may affect ship systems; and/or
- (vi) Alleged violation of Federal, State, or International law, statute, regulation except SASH related offenses which shall be reported using the guidelines established under TS-EMBARC Standards. This includes allegations of incidents that violate Academy policies intended to enforce Title VI and Title IX.

(7) Initial incident reports shall be followed by complete written details of the occurrence, including copies of any and all accident or incident reports filed with the USCG, witness statements, emails, correspondence from the injured parties, and/or foreign counterparts if the incident occurs while in foreign waters. Such

reports to MARAD are not a substitute for notifying the U.S. Coast Guard or other cognizant authorities in accordance with applicable law or regulations.

- (8) Defense of Claims: The Academy shall cooperate with the Administration in the defense of any action or claim arising out of or relating to the operation of the Training Ship, including allowing its officers and cadets to be interviewed by representatives of the Federal Government approved by the Administration and to testify in any proceeding requested by the Administration, and shall provide the Administration with any requested documents and other information in connection with any investigation of the claim or action.
- (9) Berth and Mooring: The Administration shall determine whether or not the berth and mooring arrangement of the Training Ship at the base in its homeport is suitable from the standpoint of safe mooring and physical security. When the Training Ship is not on cruise, the Master of the Training Ship and the President or Superintendent of the Academy shall keep the Operations Director and designees informed of the location and condition of the Training Ship, and any contemplated change of berth.
- (10) No Liens: The Academy agrees that neither the Master, nor any other person acting for the Academy, has any right, power or authority to create, incur, or permit to be imposed upon this vessel any lien whatsoever or to take actions that allow actions against the Training Ship or the United States based on *in rem* or *quasi in rem* principles. The Academy agrees that it shall not be considered to be an agent of the United States for purposes of the Contracts Disputes Act, Suits in Admiralty Act, Public Vessels Act, Federal Torts Claims Act, or any other waiver

of the sovereign immunity of the United States. The liability of the United States and the Academy for claims arising out of or relating to the operation of this vessel to third parties or between the United States and the Academy shall be governed by the applicable laws and rules governing the liability of the United States and the Academy. Nothing contained herein shall be deemed to be a waiver of the privileges and requirements associated with the sovereign immunity of the United States or the Academy. The Academy agrees that if it causes such rights to arise, either in contract or tort, it will be liable to discharge such liens or rights and actions based on *in rem* and *quasi in rem* principles against the United States.

- (11) Certificate of Ownership: The Administration shall provide a minimum of two (2) raised seal copies of a Certificate of Ownership for that Training Ship. The Academy shall post one (1) copy of the certificate on the Training Ship's navigation bridge, and one (1) in a conspicuous location near the gangway. The Certificate of Ownership will read approximately as follows:

Certificate of Ownership

This certifies that the United States Training Ship [Insert VESSEL NAME] is owned by the United States of America, represented by the Secretary of Transportation, acting by and through the Maritime Administrator. This vessel is a Public Vessel of the United States and is engaged solely in non-commercial public service. This vessel has the legal status of a Public Vessel of the United

States and is entitled to all the immunities and privileges accorded to such a Public Vessel.

This training ship is the property of the United States of America. It is furnished to the State of _____ by the Department of Transportation, Maritime Administration for the purpose of training persons to become officers in the Merchant Marine of the United States. Neither the State, the Commanding Officer, nor any other person has any right, power or authority to create, incur or permit to be imposed upon this vessel, any lien whatsoever.

- (12) Administration Approval for Changes to Vessel: No changes requiring USCG or ABS approval shall be made by the Academy to the Training Ship's compartments, structure, machinery, equipment, and electrical or mechanical systems or Information Technology systems without the prior written approval of the Operations Director or designee per the CCG / CCD-NSMV, except in emergency situations. Where changes are made due to emergencies, the Operations Director and designees shall be notified of such changes as soon as safely possible.
- (13) Report Regulatory Non-Compliance or Alleged Violation: The Academy shall promptly report to the Operations Director and designees in the event of any report of non-compliance or alleged violation of Federal, State, or International law, statute, or regulation, including, but not limited to, the Vessel General Permit

(VGP), Vessel Security Plan (VSP), and the Training Ship's Safety Management System (SMS).

(H) Termination of Use: The Administration may terminate the use of a Training Ship upon such reasonable notice to the Academy as the circumstances may permit in the judgment of the Administration. In the event of the termination of the use of a Training Ship by the Academy or by the Administration, the Academy shall return, to the Academy homeport, the Training Ship and all property whatsoever owned by the Administration. Title to all additions, replacements, and renewals made by the Academy shall vest in the Administration without charge. State owned equipment and consumable property purchased by the Academy as controlled property, not considered part of the ship's outfit, shall remain the property of the Academy in the event the ship is removed from service as a Training Ship, is transferred or decommissioned. If use of the Training Ship is terminated by the Administration, the Administration may substitute another Training Ship, to the extent permitted by applicable law, so as to optimize its utility to the training program, or may cooperate with the Academy in arranging for training time aboard a substitute vessel and/or commercial vessels for its cadets.

(I) Use of Property Aboard the Training Ship: The Academy shall have the complete use of a Training Ship as defined, subject to the following terms and conditions:

(1) All property, or its equivalent, furnished by the Administration shall be returned to the Administration when use of the Training Ship is terminated. The only exceptions are: spare and replacement parts consumed and losses due to ordinary wear and tear, unavoidable accident, and perils of the sea. All other property otherwise lost or destroyed shall be replaced at the expense of the Academy;

- (2) Administration property shall not be permanently removed from the Training Ship to the shore base without the prior written approval of the Operations Director or designee. Removals authorized for the purposes of shore-side education and training, donation, loan or display, shall be documented in accordance with the Administration's NSMV Logistics Management Manual procedures;
- (3) The Administration shall take and maintain inventories of all accountable property and spare and repair parts aboard the Training Ship in accordance with the Administration's Training Ship CCG / CCD-NSMV and the Administration's established Logistics Management Manual procedures. The Academy, in the course of its routine maintenance and operation of the Training Ship, shall maintain the shipboard inventory of accountable property and spare and repair parts in accordance with the Administration-provided logistics management system.
- (J) Condition Surveys: Before a Training Ship is released to an Academy and crewed by USCG Merchant Mariner Credentialed officers under Academy control, a joint condition survey shall be made by duly authorized representatives of the Academy and the Administration. If the Training Ship is found in order, the Academy representative shall sign a receipt for the Training Ship. Subsequently, periodic joint condition surveys shall be made of the Training Ship upon completion of a training voyage and whenever deemed advisable by the Administration or the Academy, and, in any event, upon redelivery of the Training Ship by the Academy to the Administration. A joint condition survey shall be performed within three years from the date of the last joint condition survey or at such times as determined by the Administration after reasonable notice to the

Academy. The Administration agrees to ensure that a joint condition survey is scheduled whenever required by this Agreement.

(K) Maintenance and Repair (M&R) Program:

- (1) The Administration shall prescribe and promulgate such guidance, policies, directions, and procedures to enable the Academy to carry out the annual and long-term Training Ship M&R Program and Preventative Maintenance Procedures as outlined in the Administration's Training Ship CCG / CCD-NSMV. The Administration shall perform periodic quality assurance to validate the maintenance of each Training Ship to at least the minimum standards, rules, and regulations for ships of its type, as promulgated by the USCG, ABS, and such other regulatory bodies as may be applicable. The Administration shall be responsible for all industrial ship-work and commercial shipyard contracts including dry dockings and major topside repairs. If jointly deemed necessary, temporary Custody Transfer of the Training Ship to the Administration shall be executed whenever repair contracts require the Training Ship to be removed from the Academy.
- (2) Notwithstanding the foregoing, and in accordance with the Administration's Training Ship CCG / CCD-NSMV, the Academy shall be responsible for adherence to standards for configuration, the performance of all maintenance and upkeep that can be performed aboard the Training Ship and shall employ adequate personnel to maintain the ship in accordance with the minimum requirements of this Agreement while the Training Ship remains in its custody.

- (3) The Academy shall be responsible for promptly investigating and implementing appropriate corrective action for any deficiencies in its compliance with the Administration's Training Ship CCG / CCD-NSMV. The Academy's designated Person-in Charge of the Training Vessel shall respond timely with the Academy's corrective action plan to any deficiency notice from the Administration's Marine Surveyor or another higher-level Administration official. The Administration and the Academy shall attempt to address and resolve any such deficiency at the lowest level possible. If the deficiency continues uncorrected for more than sixty (60) days, the issue will be progressively elevated to each party's next supervisory level for timely resolution.
- (4) If the deficiency remains uncorrected for more than one hundred twenty (120) days, the issue will be referred to the Academy President and the Operations Director for resolution in accordance with Article 10 of this Agreement.
- (L) Administration's Payment for Repairs: A Training Ship shall be maintained in good repair by the Administration as provided by the law, the regulations, and this Agreement. Expenses for materials and equipment, repairs, changes and alterations, repairs to equipment and replacements of equipment in accordance with the Administration's approved allowance lists for the Training Ship (i.e., authorized under the law and to the extent that funds are available), shall be borne by the Administration under the following terms and conditions:
- (1) When it is necessary to repair or dry dock the Training Ship because of damage, either the Training Ship's Master or the Academy's Superintendent or President shall immediately notify the Operations Director and designees in order to enable

a representative of the Administration, if available, to be present, when the survey of the damage is made;

- (2) The Academy shall, on an annual basis, provide updated Preventive Maintenance Plan and Annual Business Plan input data to the assigned Administration's Marine Surveyor in accordance with the CCG, or to the Port Engineer and the assigned Administration's Marine Surveyor in accordance with the CCD-NSMV, as applicable. The Administration's Training Ship CCG / CCD-NSMV shall be updated as necessary and if required by the Administration. All maintenance actions and repairs shall be performed, if such actions are consistent with good health and safety practices, by the cadets, to the maximum extent possible and practicable, under the supervision of the Training Ship officers and crew;
- (3) Unless increased by amendment to the regulations, the Academy is authorized to expend up to \$5,000, per incident, for emergency repairs which become necessary while the Training Ship is on a training cruise. However, without the written approval of the Operations Director, such expenditures shall not exceed \$50,000 per fiscal year. The Administration shall reimburse the Academy upon submission of vouchers to, and approval by, the Operations Director or designee. To obtain reimbursement for emergency repairs estimated to cost in excess of \$5,000, or at any dollar amount which causes the aggregate total to exceed the limitation on the total amount obligated by the Administration to the Academy for emergency repairs, authorization must be obtained by the Academy from the assigned Administration's Marine Surveyor prior to undertaking such repairs. The Training Ship's Master shall be responsible for all necessary filings with the

U.S. Customs and Border Protection agency to avoid duties upon all emergency repairs performed outside the United States. If penalties are imposed, for non-filing or improper filing, they shall be solely the responsibility of the Academy.

(M)Academy Payment: Except as otherwise provided in this section, the Academy shall, at its own expense, accomplish the following:

- (1) Undertake usual preventive maintenance of the Training Ship, adhere to minimum levels of preventive maintenance as prescribed by the Administration, and keep the Training Ship clean and the hull (above rail), decks, deckhouses and all appurtenances (above rail) painted, according to good maritime practices and the Administration's Training Ship CCG / CCD-NSMV;
- (2) Cause the Training Ship to be fumigated if required by the Administration and forward to the Operations Director and designee a copy of the fumigation certificate;
- (3) Pay for all consumable stores, freshwater and costs incidental to the operation of the Training Ship;
- (4) Pay for fuel of the Training Ship except that the Administration may provide or assist in paying the cost of fuel consumed on the Training Ship while being used for training purposes if funds are appropriated and available for such purposes; and
- (5) Pay and discharge any liens or lien-related claims or rights based on *in rem* or *quasi in rem* principles incurred with respect to the use of the Training Ship other than those expenses that are the responsibility of the Administration.

(N) Hospitalization and Maintenance and Cure: The Academy shall be responsible for all medical treatment and hospitalization of all persons permitted aboard the Training Ship at all times, including, but not limited to, officers, crew, faculty, and cadets. The Administration, the Federal Government, and the Training Ship shall not be responsible for the payment of maintenance and cure for any of the individuals listed or contemplated in the preceding sentence.

(O) Repatriation and Return to Home Port: The Academy shall be responsible for the return to the home port of the Training Ship of all persons, including officers, crew, faculty, and cadets, who originally embarked on a training cruise and who are left behind, after the departure of the Training Ship from any port, foreign or domestic, or who are to be brought home from the ship at any time or for any reason except if the Administration takes control of the vessel during the cruise. The Administration will be responsible for the repatriation and return to the home port or otherwise agreed to location of any person left behind at a port if the Administration takes control of the Vessel during the annual training cruise. Otherwise, the Academy shall be solely responsible for all expenses of repatriation and return to home port.

(P) Salvage

(1) The Academy shall provide support to the Administration as required during any salvage operations for the Training Ship. The Academy shall promptly furnish the Administration with full reports and information on all salvage services rendered or received.

(2) The Academy shall obtain the Operations Director's concurrence before entering into any salvage agreements for the Training Ship.

(3) Settlements for salvage services rendered to other vessels, including those owned or controlled by the United States, shall be handled by and are under the control of the Administration. All salvage monies earned, excluding recovery fuel consumed and operating costs during the salvage operation, by any Training Vessel shall issue to and be for the account of the Administration after deducting Master's, Crew's, and Academy's share. It is mutually understood and agreed that the State or Academy shall not be entitled to nor participate in any salvage or salvage awards hereunder except for reimbursement of fuel consumed, crew costs and other vessel operating costs incurred by the Academy.

(Q) Insurance and Indemnity

- (1) Insurance Requirement: Protection and Indemnity (P&I) Insurance is required for the operation by the Academy of a Training Ship provided by the Administration on a 365/7 basis.
- (2) Entry into Club: P&I for the Training Ship will be obtained by the Administration using a marine insurance broker. The P&I policy will include standard P&I insurance coverage for SMA cadets, crew, faculty, passengers, and third parties who may make claims for injuries involving the Training Ship. Under the P&I policy, the Administration and the Academies that operate Training Ships will be joint members. The Academy assumes responsibility for providing, both to the P&I club and to the Administration's Office of Marine Insurance, the Academy's legal name as a joint member in such insurance.

- (3) Responsibility for Deductible: P&I will indemnify the members for claims with the deductible being paid by the party with custody of the Training Ship responsible or the party responsible for the individual(s) making a claim.
- (4) Certificate of Entry: The Administration will provide a copy of the current Certificate of Entry, which shows the inception date, to the Academy. The Academy may also request a copy of the current Certificate of Entry from the club.
- (5) Extent of Coverage: This policy covers traditional P&I marine risks. Workers' compensation claims are not covered or recoverable under this policy and neither the club nor the Administration are liable for workers' compensation claims for Academy personnel. The Academy should review the Certificate of Entry and the club rules to determine for itself the extent of its coverage.
- (6) Availability of Funds to Pay Premium: Subject to the availability of appropriated funds for insurance, the Administration shall continue to procure for members such protection and indemnity insurance coverage for the Training Ship and name the Academy as a joint member under an insurance policy.
- (i) Responsibility of Academy: The Administration agrees to use its best efforts with the insurance broker to notify the Academy's point of contact for insurance matters of any material change in the policy as well as any material change in the Academy's responsibilities under the insurance policy for the Training Ship when the Academy has custody of the Training Ship. However, the foregoing shall not absolve the Academy from determining and complying with its duties under the policy by

reviewing the Certificate of Entry, the club rules, and the provisions of the insurance policy.

- (ii) The Academy agrees to comply with the requirements of the club to ensure continued coverage of the Academy's actions while the Training Ship is in the custody of the Academy and for maintaining the Training Ship to the extent required by such insurance.
- (iii) The Academy shall promptly notify the P&I club, with a copy to the Administration's Office of Marine Insurance, of all notifications or claims received or suits filed that may give rise to claims under this policy. The Academy shall comply timely with the notice requirements in the club rules. Club managers are experienced claims executives who are available twenty-four (24) hours a day, seven (7) days a week (24/7), three hundred sixty-five (365) days a year, to assist the membership.
- (iv) All Academy's claims and related correspondence under this policy should be filed by the Academy with the club with a copy to the Administration's Office of Marine Insurance.
- (v) The Academy agrees to provide all information to respond to any enquiry from the insurer and fully cooperate in any defense of claims relating to the policy.

(7) Lapse in Federal Funding: Both the Administration and Academy agree that it is important that the Training Ship be covered by P&I insurance to mutually protect the Administration and Academy from any personal injury, environmental, or other liabilities that may arise with respect to crew, cadets, passengers or third

parties. If appropriated funds for insurance are not provided to the Administration, the Administration shall provide written notice to the Academy that the Federal funds cannot pay the insurance annual premium.

- (i) If no appropriated funds are available to fund the annual P&I premium, the Academy may fund the premium by paying one-sixth (1/6) of the annual premium and then continue to operate the Training Ship.
- (ii) If there are no appropriated funds for the Training Ship P&I premium, and the Academy chooses not to fund the P&I premium, as described in (7) (i), to allow training to continue, the Administration or its General Agent will base determinations about Training Ship operational constraints on a risk-management procedure.

(8) Mandatory Policy Term Requirement: P&I policies must name the Administration as a joint member under the insurance policy and the insurance policy should include language to the effect of the following:

SPECIAL TERMS STATEMENT REGARDING THE COVER PROVIDED TO THE UNITED STATES GOVERNMENT. The P&I Club Underwriters (and its Managers) and/or Insurance Policy Underwriters agree that the terms or conditions of this SPECIAL TERMS STATEMENT shall govern and shall be controlling in the event that there are any inconsistent terms or conditions in the Certificate of Entry, insurance policy or document, applicable P&I Club Rules, or insurance provider's rules. The United States and State Maritime Academies have full insurance cover and benefits that are equivalent to a regular P&I Club

Member, Entrant, or insured (other than voting rights). Underwriters agree to waive any rights of subrogation against the United States Government and State Maritime Academies (USG/SMA) in all cases, regardless of cause. The USG/SMA shall not be liable for (and there shall be no recourse against the United States for) deductibles, premiums, supplementary premiums, additional premiums, calls, additional calls, commissions, advancements, assessments, overspill calls, overspill claims, and other costs, claims, expenses, or fees. It is understood that the entered/covered vessel or vessels do not have Hull & Machinery insurance. It is understood that any disputes between the Underwriters and the United States will be governed by U.S. law, and will be adjudicated in a U.S. Federal Court. The United States has not consented to the arbitration (either domestic or foreign) of any disputes. It is understood that the Underwriters are not granted a lien on the covered/entered vessel(s) under any circumstances. It is understood that the U.S. Department of Justice has the right to fully control the conduct of any litigation or legal action in any forum, including control of litigation decisions and legal representation, wherein the United States, State Maritime Academies, or agency who had or has the custody and control of its training vessels, or other entity of the U.S. Government is a named party or is a proper party defendant under the law (to include without limitation, the Public Vessels Act and any provisions).

- (9) Status of Academy When Operating Training Ship: When the Academy is operating the vessel, the State, acting through the Academy is neither a time

charterer nor a voyage charterer but is the Owner *pro hac vice* of the Training Ship, while the Academy has custody of the vessel at pier or at sea. Nothing contained in the foregoing sentence shall make the Academy liable for the actions of contractors hired by the Administration or the Administration's agents, servants, and employees. The first sentence in this paragraph shall not apply during any periods in which the Administration has custody of the Training Ship. The question of who has custody of the Training Ship is determined by the Vessel Custody Transfer Form.

(10) Maintenance: The parties recognize that significant responsibilities relating to the maintenance of the Training Ship rest with the Administration. Nothing contained in this section shifts those responsibilities from the Administration to the Academy or from the Academy to the Administration.

(11) Sovereign Immunity: Nothing contained herein shall be a waiver of the sovereign immunity rights of either the Administration or the State, acting through the Academy.

(R) Training Ship Capacity Sharing: If the Administration determines it is necessary for the Academy to share its Training Ship with another academy, to facilitate that ship-sharing, the Administration may temporarily take over the custody of the Training Ship assigned to the Academy and operate the vessel itself or temporarily reassign or charter the vessel to another academy for that academy's training cruise. The Academy agrees to fully cooperate with the Administration on the vessel custody transfer of their assigned Training Ship as planned to implement such ship and/or capacity sharing arrangements. The Administration shall work with the Academy as far as practicable to address the

issues relating to any impact, including any effect on its ability to meet the USCG approved program required by 46 U.S.C. § 51506, arising from such removal of the Training Ship. The Academy and the Administration shall endeavor to have an agreement regarding the Academy-owned property that remains aboard such a Training Ship. If it is the temporary recipient of a Training Ship ordinarily assigned to another institution, the Academy agrees to execute a separate supplemental agreement or charter with the Administration.

(S) Administration's Appointment of a General Agent:

- (1) When the Administration takes over custody of the Training Ship, the Administration may appoint a General Agent to perform all or certain duties relating to maintenance, repair and/or operation of the Training Ship. The Academy and the Administration agree to cooperate to enable such General Agent, to employ the Academy's permanent ship's officers and crew, subject to the Academy's concurrence, aboard the Training Ship during the vessel's operation by the General Agent. The parties recognize that during this period of time, such officers and crew will be employees of the General Agent, acting for the Administration, depending on the specifics of the arrangement. It shall be the Academy's responsibility to address any State law issues relating to the employment status of these officers and crew and the Academy shall advise the Administration and such General Agent of these issues and their resolution. This arrangement will benefit the Administration with availability of officers and crew having intimate working knowledge of the Training Ship. To the benefit of the Academy, its permanent officers and crew will continue to participate in the

operation and maintenance of the Training Ship ensuring minimum disruptions upon the Training Ship's return to the Academy.

- (2) While the Training Ship is under the custody of the Academy and only pursuant to the Academy's request to the Administration for assistance for maintaining and operating the Training Ship in accordance with the Administration's Training Ship CCG / CCD-NSMV, as amended, the Administration may appoint its General Agent to execute some of the Academy's Training Ship responsibilities under the Agreement and the CCG / CCD-NSMV. In these instances, the Operations Director will coordinate with the Academy and provide appropriate notice to the Academy delineating the Academy's specific Training Ship related responsibilities which will be performed by the Administration's General Agent.
- (3) When the Administration provides a NSMV to the Academy for use as a Training Ship and while the NSMV is under the custody of the Academy, the Administration may appoint its General Agent or Ship Manager to execute Academy's Training Ship responsibilities under the Agreement and the Administration's Training Ship CCG / CCD-NSMV including, but not limited to, the following:
 - (i) Development, implementation, and assessment of a Safety Management System;
 - (ii) Perform and complete all maintenance activities and condition monitoring program, if applicable;
 - (iii) Maintenance of the ABS Nautical Systems Enterprise software application;

- (iv) Implementation of the U.S. Coast Guard approved Vessel Security Plan;
 - (v) Prepare for required regulatory and classification inspections/surveys as well as conduct operational tests required during such inspections/surveys;
 - (vi) Ensure compliance with all environmental (Federal, State, and Local) regulations applicable to the vessel operation, maintenance, and lay-up; and
 - (vii) Place the vessel in deactivation, layup, or activation status.
- (4) Nothing in this section restricts the Administration's rights under Article 6, Section (B) (7) of this Agreement.

(T) Sexual Assault and Sexual Harassment (SASH) Prevention & Response (PR): The Academy agrees to adopt, as part of the vessel's Safety Management System, and comply with the Administration's *Training Ship – Special Considerations (hereinafter TS-EMBARC) for incorporating Every Mariner Builds A Respectful Culture (EMBARC) Standards*, as amended and incorporated by reference herein. The most current version of the TS-EMBARC documents will be posted on the Administration's website at <https://www.maritime.dot.gov/education/sea-year-training-program-criteria>. The TS-EMBARC is intended to foster a community of mutual respect, support, and accountability and help strengthen a culture of SASH prevention and support appropriate responses to incidents of sexual violence and sexual harassment and other forms of misconduct aboard the Training Ships which may host the Academy's cadets for training.

ARTICLE 7. Public Information

It is agreed that the Academy shall include in its curriculum catalog, student information pamphlets, brochures, and other public information materials, a detailed description of the

assistance available to the Academy and its students under the Act and this Agreement, including the service obligations of students and graduates.

ARTICLE 8. Regulations

This Agreement is subject to all the provisions of part 310, Subpart A, Title 46, Code of Federal Regulations, and the Academy hereby agrees to conform to said provisions as they may be amended from time-to-time during the period this Agreement is in effect.

ARTICLE 9. Officials Not to Benefit or be Employed

No member of, or delegate to, Congress or Resident Commissioner shall be admitted to any share or part of this Agreement or to any benefit that may arise therefrom.

ARTICLE 10. Disputes

- (A) Except as otherwise provided in this Agreement or with respect to disputes relating to the maintenance and repair, safety, security, pollution prevention, and operation of the Training Ship, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Training Director, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Academy.
- (B) With respect to disputes relating to the maintenance and repair, safety, security, pollution prevention, and operation of the Training Ship, any dispute concerning a question of fact arising under this Agreement which is not disposed of by agreement shall be decided by the Operations Director, who shall reduce their decision to writing and mail or otherwise furnish a copy thereof to the Academy.
- (C) The foregoing decisions of the respective Director shall be final and conclusive unless within thirty (30) days from the date of receipt of such a copy, the Academy appeals by

mailing or otherwise furnishing said applicable Director(s) a written appeal addressed to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training. Such appeals shall list all grounds for such appeals and state the basis for each such ground and attach any relevant documents or other evidence deemed relevant by the Academy. The Deputy Associate Administrator and National Coordinator for Maritime Education and Training shall prepare a written decision and mail or otherwise furnish a copy thereof to the Academy. In connection with any appeal, the Academy shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the decision of the Deputy Associate Administrator and National Coordinator for Maritime Education and Training of a dispute hereunder, the Academy shall proceed diligently with performance of the Agreement in accordance with the decision of the respective Director.

- (D) The foregoing decisions of the Deputy Associate Administrator and National Coordinator for Maritime Education and Training shall be final and conclusive unless within thirty (30) days from the date of receipt of such a copy, the Academy appeals by mailing or otherwise furnishing the Deputy Associate Administrator and National Coordinator for Maritime Education and Training a written appeal addressed to the Associate Administrator for Strategic Sealift. Such appeals shall list all grounds for such appeals and state the basis for each such ground and attach any relevant documents or other evidence deemed relevant by the Academy. The Associate Administrator for Strategic Sealift shall prepare a written decision and mail or otherwise furnish a copy thereof to the Academy. In connection with any appeal, the Academy shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending the decision of the

Associate Administrator for Strategic Sealift of a dispute hereunder, the Academy shall proceed diligently with performance of the Agreement in accordance with the decision of the Deputy Associate Administrator and National Coordinator for Maritime Education and Training.

(E) The foregoing decisions of the Associate Administrator for Strategic Sealift shall be final and conclusive unless within thirty (30) days from the date of receipt of such a copy, the Academy appeals by mailing or otherwise furnishing the Associate Administrator for Strategic Sealift a written appeal addressed to the Maritime Administrator. Such appeals shall list all grounds for such appeals and state the basis for each such ground and attach any relevant documents or other evidence deemed relevant by the Academy. The decision of the Maritime Administrator, or their duly authorized representative, shall be final and conclusive and provided to the Academy. In connection with any appeal, the Academy shall be afforded an opportunity to be heard and to offer evidence in support of its appeal. Pending final decision of a dispute hereunder, the Academy shall proceed diligently with performance of the Agreement in accordance with the decision of the Associate Administrator for Strategic Sealift.

ARTICLE 11. Duration of Agreement and Automatic Renewal

This Agreement is effective as of the day and year first set forth hereinabove and shall remain in full force and effect for a period of four (4) years after said date, unless sooner terminated by either party as herein provided in this Agreement. Unless a notice of termination is received by the Academy and Administration in accordance with Article 12, this Agreement shall automatically renew for a new four (4) year period. The new renewed agreement shall

commence on the day after the last day of this Agreement and shall include the provisions of Article 11 and be subject to further future renewals.

ARTICLE 12. Termination of Agreement

This Agreement may be terminated by either party upon sixty (60) days written notice to the other party, provided, however, that notwithstanding any such termination the parties hereto shall continue to be responsible for the faithful performance of all of the terms and provisions of this Agreement through the effective date of such termination. Termination or expiration of this Agreement shall neither affect nor relieve either party of any liability or obligation that may have arisen or accrued prior thereto.

ARTICLE 13. Assignment Prohibited

It is hereby agreed by the Academy that this Agreement, or any interest herein, shall not be assigned to any other person without the prior written consent of the Administration, which consent may be subject to such terms and conditions as the Administration deems appropriate.

ARTICLE 14. Availability of Funds

(A) It is understood and agreed by and between the parties hereto that the obligations under this Agreement shall be deemed executory to the extent of the monies available to said parties for the purpose thereof and no liability on account thereof shall be incurred beyond such available monies by either of said parties. As required by the Anti-Deficiency Act, 31 U.S.C. §§ 1341 and 1342, all commitments made by Administration in this Agreement are subject to the availability of appropriated funds and budget priorities. Nothing in this Agreement, in and of itself, obligates the signatory parties to expend appropriations or to enter into any contract, assistance agreement, interagency

agreement, or incur other financial obligations beyond their available appropriated funds and budget authorities.

- (B) The Academy acknowledges, to the extent permitted by the Constitution and laws of its State, this Agreement is a form of Federal assistance and does not create any liability for, or cause of action under contract or other theory against MARAD, the Department of Transportation or the United States of America.

ARTICLE 15. Prior Agreement

It is hereby understood and agreed by and between the parties hereto that the agreement in effect between the parties on the date prior to the effective date of this Agreement is superseded by this Agreement. However, obligations and responsibilities under prior law and agreements continue to be in full force and effect except to the extent they are expressly superseded by this Agreement.

ARTICLE 16. Covenants and Agreements Regarding Delegation of Authority

- (A) With respect to the decisions set forth above for the Associate Administrator for Strategic Sealift, the Administration covenants, represents, warrants, and agrees that such authority to make decisions under this Agreement for the Administration has been delegated to the Associate Administrator for Strategic Sealift (MAR-600), West Building, Second Floor, 1200 New Jersey Avenue SE, Washington, DC 20590.
- (B) The Administration has designated the Deputy Associate Administrator and National Coordinator for Maritime Education and Training as the Administration's primary representative and the primary point of contact to the Academy for all issues, except as specifically set forth above relating to other Administration officials. The Administration has designated the Deputy Associate Administrator and National Coordinator for

Maritime Education and Training as the *Supervisor*, referenced in 46 CFR 310.1(q), to supervise the Federal Government's interest in the Academy under the provisions of the Maritime Education and Training Act of 1980, Pub. L. 96-453, as amended, this Agreement, and the regulations at 46 CFR Part 310, Subpart A. The Deputy Associate Administrator and National Coordinator for Maritime Education and Training has delegated some of the *Supervisor's* specific functions to other Administration officials as set forth above. With respect to the decisions set forth above for the Deputy Associate Administrator and National Coordinator for Maritime Education and Training, the Administration covenants, represents, warrants, and agrees that such authority to make decisions under this Agreement for the Administration has been delegated to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training (MAR-600.3), West Building, Second Floor, 1200 New Jersey Avenue SE, Washington, DC 20590.

(C) With respect to the decisions set forth above for the Training Director, the Administration covenants, represents, warrants, and agrees that such authority to make decisions under this Agreement for the Administration has been delegated to the Director, Office of Maritime Labor and Training (MAR-650), West Building, Second Floor, 1200 New Jersey Avenue SE, Washington, DC 20590.

(D) With respect to the decisions set forth above for the Operations Director, the Administration covenants, represents, warrants, and agrees that the authorities to make the decisions outlined above have been delegated to the Director, Office of Ship Operations (MAR-610), West Building, Second Floor, 1200 New Jersey Avenue SE, Washington, DC 20590.

(E) With respect to the decisions set forth above for the Marine Surveyor, the Administration covenants, represents, warrants, and agrees that this authority has been delegated to the assigned Marine Surveyor. The Operations Director is authorized to provide the Marine Surveyor with such evidence in writing.

ARTICLE 17. Notices

Unless changed by written notice to the other party, any notice to a party or document submissions and appeals to the Administration shall be delivered at the address listed below, either by first class mail or express mail and shall be effective upon receipt by the addressee thereof:

For the Maritime Administration:

Attn: Director, Office of Ship Operations (MAR-610), or Director, Office of Maritime Labor and Training (MAR-650), or Deputy Associate Administrator and National Coordinator for Maritime Education and Training (MAR-600.3), or Associate Administrator for Strategic Sealift (MAR-600), U.S. Department of Transportation, Maritime Administration, 1200 New Jersey Avenue SE, Washington, DC 20590.

Termination notices under Article 12 shall be delivered to the Deputy Associate Administrator and National Coordinator for Maritime Education and Training (MAR-600.3).

For the Academy:

President, State University of New York Maritime College,
6 Pennyfield Avenue, Throggs Neck, New York 10465

ARTICLE 18. Execution in Counterparts

This Agreement may be executed in any number of counterparts. All of such counterparts shall be deemed to be originals and shall together constitute but one and the same instrument.

ARTICLE 19. Amendment and Waiver

This Agreement may not be amended or supplemented orally, but may be amended or supplemented from time to time by an instrument in writing executed by authorized representatives of the Academy and the Administration. However, specific provisions of this Agreement may be waived by the Administration provided that such waiver is approved in writing by the Maritime Administrator, the Deputy Maritime Administrator, or the Executive Director of the Maritime Administration. The waiver requirements of the foregoing sentence do not apply to specific waiver provisions already set forth in this Agreement.

ARTICLE 20. No Third-Party Beneficiaries

This Agreement does not confer any rights or benefits on any third party.

ARTICLE 21. Applicable Law

The applicable statutes, regulations, directives, and procedures of the Federal law and the Administration shall govern this Agreement.

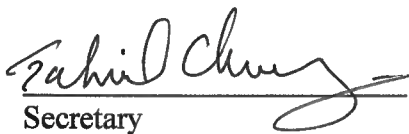
Signatures

IN WITNESS WHEREOF, the UNITED STATES OF AMERICA, represented as aforesaid, and the STATE OF NEW YORK, as represented by the aforesaid have caused this Agreement to be executed on its behalf in three counterparts effective as of the day and year first written herein above.

Signed on the 22nd day of September, 2023.

ATTEST

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
MARITIME ADMINISTRATION


Secretary


Maritime Administrator

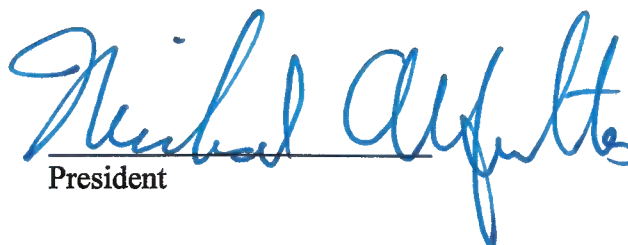


Signed on the 22nd day of September, 2023.

ATTEST

STATE OF NEW YORK
acting by and through the
STATE UNIVERSITY OF NEW YORK
MARITIME COLLEGE




President

Appendix 1 – Permitted and Prohibited Personnel

PERSONNEL CATEGORY	PERMITTED PERSONNEL (IAW Academy Controls and VSP)				PROHIBITED AT SEA
	Administration's Approval is <u>Not</u> Required			Requires prior approval from Administrati on for Sailing	
	At Home Port Pier	During Cruise			
		At Sea	In Port		
Permitted Personnel:					
The Training Ship's operating and maintenance crew (either Academy employees or contract personnel) and Academy faculty and administrative personnel.	X	X	X	-	-
MARAD personnel attending the Vessel.	X	X	X	-	-
All repair contractors, service personnel and regulatory officials, required to survey, inspect, maintain, repair and/or operate the Vessel.	X	X	X	-	-
Merchant Mariner Officer Preparation Program cadets enrolled at the Academy.	X	X	X	-	-
Merchant Mariner Officer Preparation Program cadets enrolled at another State Maritime Academy or the U.S. Merchant Marine Academy.	X	X	X	-	-
Other students enrolled at the Academy in a maritime related program.	X	X	X	-	-
Naval Sea Cadets, Explorer Scouts and members of similar organizations with which the Academy has an established relationship.	X	X	X	-	-
U.S. Navy Cadets, Midshipmen, or Officer Candidates of any U.S. sea service academy, or Service, including U.S. Naval Academy, U.S. Coast Guard Academy, National Oceanic and Atmospheric Administration (NOAA) Corps, U.S. Army Corps of Engineers, or the U.S. Public Health Service (USPHS), pursuant to an agreement between the Administration and the Department of Defense, Department of Homeland Security, NOAA, or USPHS as appropriate.	X	X	X	-	-
Federal, State, local, and foreign public or regulatory officials.	X	-	X	X (see below)	-
Guidance counselors.	X	-	X	X (see below)	-
Trade and maritime employment promotion program personnel.	X	-	X	X (see below)	-
Family of the ship's permanent crew, faculty, and administrative staff, at their own expense.	X	-	X	-	X
Public visitors participating in Academy sanctioned and supervised guided tours and receptions.	X	-	X	-	X

PERSONNEL CATEGORY	PERMITTED PERSONNEL (IAW Academy Controls and VSP)				PROHIBITED AT SEA
	Administration Approval is <u>Not</u> Required			Requires prior approval from Administration for Sailing	
	At Home Port Pier	During Cruise			
		At Sea	In Port		
Additional Permitted Personnel At Sea: After first giving precedence to maritime license training and the permitted personnel listed above, the following additional categories of personnel <u>may</u> be permitted on cruise, subject to prior written approval from the Operations Director:					
Students enrolled in State approved maritime related programs.	X	-	X	X	-
Academic, professional, or student personnel involved in special research projects requiring extended sea time periods.	X	-	X	X	-
Academy Board members, Federal and State government personnel, guidance counselors, Trade and maritime employment promotion program personnel, and media representatives.	X	-	X	X	-
Other individuals specifically approved by the Administration.	-	-	-	X	-
Prohibited Personnel: The following categories of personnel are <u>specifically prohibited</u> on any part of the training cruise or Academy sponsored cruise unless specifically authorized in writing by the Operations Director:					
Passengers for hire, revenue generating or compensation basis.	-	-	-	-	X (see Note 1)
Any persons not specifically required for the conduct of the Training Ship’s business or the training mission of the Academy, except as authorized above under Permitted Personnel.	-	-	-	-	X
Dependents, spouses, and relatives of the Academy officials, faculty, cadets, and crew (except as authorized above as a permitted visitor in port).	-	-	-	-	X

Note 1:

Passengers for hire, revenue generating, or other compensation basis is prohibited at all times.

Appendix 2 – Assurance Concerning Nondiscrimination In Federally-Assisted Programs And Activities Receiving Or Benefitting From Federal Financial Assistance

Standard Title VI and Nondiscrimination Assurances

The ***SUNY Maritime College*** (herein referred to as the “Recipient”), **HEREBY AGREES THAT**, as a condition to receiving any Federal financial assistance from the U.S. Department of Transportation (DOT), through the Maritime Administration (MARAD), is subject to and will comply with the following:

Statutory/Regulatory Authorities

- Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, or national origin);
- 49 C.F.R. Part 21 (entitled Non-discrimination in Federally-Assisted Programs Of The Department Of Transportation-Effectuation Of Title VI Of The Civil Rights Act Of 1964);
- 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964);
- DOT Order 1050.2A (entitled DOT Standard Title VI Assurances and Non-Discrimination Provisions);
- Title IX of the Educational Amendments Act of 1972 (20 U.S.C. § 1681 *et seq.*);
- 49 C.F.R. Part 25 (entitled Nondiscrimination on the Basis of Sex in Education Programs and Activities Receiving Federal Financial Assistance);
- Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) (“Section 504 of the Rehab Act”);
- Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. § 12101 *et seq.*) (“ADA”);
- 49 C.F.R. Part 27 (entitled Nondiscrimination on the Basis of Disability in Programs or Activities Receiving Federal Financial Assistance);
- 28 C.F.R. Part 35;
- The Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*) (“Age Act”);
- The Civil Rights Restoration Act of 1987; and
- 46 C.F.R. § 310.2.

The preceding statutory and regulatory cites hereinafter are referred to as the “Acts” and “Regulations,” respectively.

General Assurances

In accordance with the Acts, the Regulations, and other pertinent directives, circulars, policy, memoranda, and/or guidance, the Recipient hereby gives assurance that it will promptly take any measures necessary to ensure that:

“No person in the United States shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity,” for which the Recipient receives Federal financial assistance from DOT, including MARAD.

The Civil Rights Restoration Act of 1987 clarified the original intent of Congress, with respect to Title VI and other Non-discrimination requirements (The Age Discrimination Act of 1975, and Section 504 of the Rehabilitation Act of 1973), by restoring the broad, institutional-wide scope and coverage of these non-discrimination statutes and requirements to include all programs and activities of the Recipient, so long as any portion of the program is Federally assisted.

Specific Assurances

More specifically, and without limiting the above general Assurance, the Recipient agrees with and gives the following Assurances with respect to its Federally assisted programs and activities;

1. The Recipient agrees that each “activity,” “facility,” or “program,” as defined in §§ 21.23 (b) and 21.23 (e) of 49 C.F.R. § 21 will be (with regard to an “activity”) facilitated, or will be (with regard to a “facility”) operated, or will be (with regard to a “program”) conducted in compliance with all requirements imposed by, or pursuant to the Acts and the Regulations.
2. The Recipient will insert the following notification in all solicitations for bids, Requests For Proposals for work, or material subject to the Acts and the Regulations made in connection with all **SUNY Maritime College** and, in adapted form, in all proposals for negotiated agreements regardless of funding source:

“The Academy” in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award.

3. The Recipient will insert the clauses of Exhibit A and E of this Assurance in every contract or agreement subject to the Acts and the Regulations.
4. The Recipient will insert the clauses of Exhibit B of this Assurance, as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a Recipient.
5. That where the Recipient receives Federal financial assistance to construct a facility, or part of a facility, the Assurance will extend to the entire facility and facilities operated in connection therewith.
6. That where the Recipient receives Federal financial assistance in the form, or for the acquisition of real property or an interest in real property, the Assurance will extend to rights to space on, over, or under such property.
7. That the Recipient will include the clauses set forth in Exhibit C and Exhibit D of this Assurance, as a covenant running with the land, in any future deeds, leases, licenses, permits, or similar instruments entered into by the Recipient with other parties:
 - a. for the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and
 - b. for the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.
8. That this Assurance obligates the Recipient for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the Assurance obligates the Recipient, or any transferee for the longer of the following periods:
 - a. the period during which the property is used for a purpose for which the Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or
 - b. the period during which the Recipient retains ownership or possession of the property.

9. Notify applicants, students, employees, communities, and others about the Recipient's obligation under DOT's Title VI regulations to operate programs, services, projects, and business opportunities without regard to race, color, or national origin. At a minimum, the Academy shall disseminate this information widely to the Academy community, including on the Academy's website and training vessels. The Academy may satisfy or integrate this requirement into existing Title VI notices and policies. At a minimum, this notice should include:
- a. A statement that the Academy operates programs without regard to race, color, or national origin.
 - b. A description of the procedures that students, employees, and members of the public should follow to request additional information on the Academy's Title VI obligations.
 - c. A description of the procedures that students, employees, and members of the public shall follow to file a Title VI discrimination complaint with the Academy.
 - d. The means by which students, employees, and members of the public shall follow to file a Title VI discrimination complaint with MARAD, including the following postal and/or email address:

<https://www.maritime.dot.gov/about-us/file-complaint-marad>

Email: civilrights.marad@dot.gov

U.S. Department of Transportation
Maritime Administration
Office of Civil Rights (MAR-130)
West Building, 2nd Floor
1200 New Jersey Avenue SE
Washington, DC 20590

10. Implement specific and continuing steps to notify applicants for admission and employment, students, employees, and other relevant parties about the Academy's obligation under Title IX to not discriminate on the basis of sex (including gender identity and sexual orientation) in the educational programs and activities it operates. The Academy may satisfy this requirement by integrating text into existing Title IX notices and policies. At a minimum, the Academy shall disseminate this information by posting a Title IX notice on the Academy's website and public areas including training vessels. At a minimum, this notice should include:

- a. A statement that the Academy operates programs without regard to sex including sexual orientation and gender identity. This statement should include or directly reference the Academy's Sexual Assault and Sexual Harassment (SASH) Prevention and Response (PR) policies.
- b. A description of the procedures that students, employees, and member of the public should follow to request additional information on the Academy's obligations under Title IX and its SASH Standards.
- c. A description of the procedures that students, employees, and members of the public shall follow to file a Title IX complaint with the Academy.
- d. The means by which students, employees, and members of the public shall follow to file a Title IX discrimination complaint with MARAD, including the following postal and/or email address:

<https://www.maritime.dot.gov/about-us/file-complaint-marad>

Email: civilrights.marad@dot.gov

U.S. Department of Transportation
Maritime Administration

Office of Civil Rights (MAR-130)
West Building, 2nd Floor
1200 New Jersey Avenue SE
Washington, DC 20590

11. Maintain records of Title VI, Title IX, and ADA investigations, complaints, and lawsuits alleging discrimination on the basis of race, color, national origin, sex, or disability that occur on or are attributed to the Academy campus or training ship. To the extent permitted by law, the records shall include the date that the investigation, lawsuit, or complaint was filed; a summary of the allegation(s); the status of the investigation, lawsuit, or complaint; and actions taken by the Academy in response, or final findings related to, the investigation, lawsuit, or complaint. The Academy must submit a summary of these records that includes de-identified aggregate data, upon request by MARAD, sufficient to determine whether the Academy is in compliance with Federal non-discrimination requirements. If MARAD determines that the provided information is insufficient to determine whether the Academy is in compliance with Federal non-discrimination requirements, then the parties will come to a mutually-agreed-to resolution about the information the Academy should submit.
12. The Recipient will provide for such methods of administration for the program as are found by the Secretary of Transportation or the official to whom he/she delegates specific authority to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the Acts, the Regulations, and this Assurance.
13. The Recipient agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Acts, the Regulations, and this Assurance.

Recipient also agrees to comply (and require any sub-recipients, sub-grantees, contractors, successors, transferees, and/or assignees to comply) with all applicable provisions governing MARAD's access to records, accounts, documents, information, facilities, and staff. You also recognize that you must comply with any program or compliance reviews, and/or complaint investigations conducted by MARAD. You must keep records, reports, and submit the material for review upon request to MARAD, or its designee in a timely, complete, and accurate way

Additionally, you must comply with all other reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

Recipient gives this ASSURANCE in consideration of and for obtaining any Federal grants, loans, contracts, agreements, property, and/or discounts, or other Federal-aid and Federal financial assistance extended after the date hereof to the recipient by the U.S. Department of Transportation. This ASSURANCE is binding on the recipient, other recipients, sub-recipients, sub-grantees, contractors, subcontractors and their subcontractors', transferees, successors in interest, and any other participants in MARAD's State Maritime Academy Support Program.

Appendix 2 – Exhibit A

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees as follows:

1. **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation Maritime Administration, as they may be amended from time to time, which are herein incorporated by reference and made a part of this contract.
2. **Non-discrimination:** The contractor, with regard to the work performed by it during the contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
3. **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this contract and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
4. **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Recipient or the Maritime Administration to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the Recipient or the Maritime Administration, as appropriate, and will set forth what efforts it has made to obtain the information.
5. **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the Non-discrimination provisions of this contract, the Recipient will impose such contract sanctions as it or the Maritime Administration may determine to be appropriate, including, but not limited to:
 - a. withholding payments to the contractor under the contract until the contractor complies; and/or
 - b. cancelling, terminating, or suspending a contract, in whole or in part.
6. **Incorporation of Provisions:** The contractor will include the provisions of paragraphs one through six in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the Recipient or the Maritime Administration may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the Recipient to enter into any litigation to protect the interests of the Recipient. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

Appendix 2 – Exhibit B

CLAUSES FOR DEEDS TRANSFERRING UNITED STATES PROPERTY

The following clauses will be included in deeds effecting or recording the transfer of real property, structures, or improvements thereon, or granting interest therein from the United States pursuant to the provisions of Assurance 4:

NOW, THEREFORE, the U.S. Department of Transportation as authorized by law and upon the condition that Recipient will accept title to the lands and maintain the project constructed thereon in accordance with (*Name of Appropriate Legislative Authority*), the Regulations for the Administration of MARAD's State Maritime Academy Support Program, and the policies and procedures prescribed by the Maritime Administration of the U.S. Department of Transportation in accordance and in compliance with all requirements imposed by Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation pertaining to and effectuating the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252; 42 U.S.C. § 2000d to 2000d-4), does hereby remise, release, quitclaim and convey unto Recipient all the right, title and interest of the U.S. Department of Transportation in and to said lands described in Exhibit A attached hereto and made a part hereof.

(HABENDUM CLAUSE)

TO HAVE AND TO HOLD said lands and interests therein unto Recipient and its successors forever, subject, however, to the covenants, conditions, restrictions and reservations herein contained as follows, which will remain in effect for the period during which the real property or structures are used for a purpose for which Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits and will be binding on the Recipient, its successors and assigns.

The Recipient, in consideration of the conveyance of said lands and interests in lands, does hereby covenant and agree as a covenant running with the land for itself, its successors and assigns, that (1) no person will on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination with regard to any facility located wholly or in part on, over, or under such lands hereby conveyed [,] [and]* (2) that the Recipient will use the lands and interests in lands and interests in lands so conveyed, in compliance with all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, U.S. Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-assisted programs of the U.S. Department of Transportation, Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations and Acts may be amended[, and (3) that in the event of breach of any of the above-mentioned non-discrimination conditions, the Department will have a right to enter or re-enter said lands and facilities on said land, and that above described land and facilities will thereon revert to and vest in and become the absolute property of the U.S. Department of Transportation and its assigns as such interest existed prior to this instruction].*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary in order to make clear the purpose of Title VI.)

Appendix 2 – Exhibit C

CLAUSES FOR TRANSFER OF REAL PROPERTY ACQUIRED OR IMPROVED UNDER THE ACTIVITY, FACILITY, OR PROGRAM

The following clauses will be included in deeds, licenses, leases, permits, or similar instruments entered into by the **Recipient** pursuant to the provisions of Assurance 7(a):

- A. The (grantee, lessee, permittee, etc. as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree [in the case of deeds and leases add "as a covenant running with the land"] that:
 - 1. In the event facilities are constructed, maintained, or otherwise operated on the property described in this (deed, license, lease, permit, etc.) for a purpose for which a U.S. Department of Transportation activity, facility, or program is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) will maintain and operate such facilities and services in compliance with all requirements imposed by the Acts and Regulations (as may be amended) such that no person on the grounds of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities.
- B. With respect to licenses, leases, permits, etc., in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to terminate the (lease, license, permit, etc.) and to enter, re-enter, and repossess said lands and facilities thereon, and hold the same as if the (lease, license, permit, etc.) had never been made or issued.*
- C. With respect to a deed, in the event of breach of any of the above Non-discrimination covenants, Recipient will have the right to enter or re-enter the lands and facilities thereon, and the above described lands and facilities will there upon revert to and vest in and become the absolute property of Recipient and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Appendix 2 – Exhibit D

CLAUSES FOR CONSTRUCTION/USE/ACCESS TO REAL PROPERTY ACQUIRED UNDER THE ACTIVITY, FACILITY OR PROGRAM

The following clauses will be included in deeds, licenses, permits, or similar instruments/agreements entered into by **The Recipient** pursuant to the provisions of Assurance 7(b):

- A. The (grantee, licensee, permittee, etc., as appropriate) for himself/herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add, “as a covenant running with the land”) that (1) no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land, and the furnishing of services thereon, no person on the ground of race, color, or national origin, will be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, lessee, permittee, etc.) will use the premises in compliance with all other requirements imposed by or pursuant to the Acts and Regulations, as amended, set forth in this Assurance.
- B. With respect to (licenses, leases, permits, etc.), in the event of breach of any of the above Non-discrimination covenants, **Recipient** will have the right to terminate the (license, permit, etc., as appropriate) and to enter or re-enter and repossess said land and the facilities thereon, and hold the same as if said (license, permit, etc., as appropriate) had never been made or issued.*
- C. With respect to deeds, in the event of breach of any of the above Non-discrimination covenants, **Recipient** will there upon revert to and vest in and become the absolute property of **Recipient** and its assigns.*

(*Reverter clause and related language to be used only when it is determined that such a clause is necessary to make clear the purpose of Title VI.)

Appendix 2 – Exhibit E

During the performance of this contract, the contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the “contractor”) agrees to comply with the following non-discrimination statutes and authorities; including but not limited to:

Pertinent Non-Discrimination Authorities:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*, 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 *et seq.*), (prohibits discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 *et seq.*), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 *et seq.*), (prohibits discrimination on the basis of age);
- Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms “programs or activities” to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- The Federal Aviation Administration’s Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100);
- Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 *et seq.*).