





MEMORANDUM OF AGREEMENT BETWEEN THE

UNITED STATES COAST GUARD ACADEMY AND

THE AMERICAN WATERWAYS OPERATORS

REGARDING UNITED STATES COAST GUARD ACADEMY CADET TOWING VESSEL RIDER PROGRAM

1. PURPOSE.

The purpose of this Agreement is to set forth terms by which the United States Coast Guard Academy (CGA) and The American Waterways Operators (AWO) will partner in establishing, promoting, and executing a summer training program that allows cadets to interact with towing companies and ride commercial towing vessels, hereby known as the Program.

It is important to ensure the Coast Guard and the towing vessel industry are informed and prepared as they transition into a towing vessel inspection regime. Enhancing, improving, and increasing Coast Guard outreach and interaction with the towing vessel industry facilitates the transition. To this end, this Agreement memorializes how both Parties intend to educate and inform each other regarding rules, regulations, policy, and procedures that are of mutual interest. This ensures the Coast Guard becomes more aware of the impact of its rules, regulations, policies and procedures on the operations of the towing industry and the towing industry becomes more aware of what mandates are placed on the Coast Guard and how the Coast Guard executes its mandates.

An existing ship rider program that achieves the aforementioned outcomes is managed by the Coast Guard Office of Vessel Activities (CG-CVC). In this Coast Guard Merchant Marine Indoctrination (MMI) Ship Rider program, the Coast Guard executes a cooperative educational program with participating shipping companies for Apprentice Marine Inspectors to complete prior to their first qualification. With these similar outcomes in mind, both Parties agree it might be equally beneficial for the Coast Guard Academy to temporarily assign one or more of its cadets to a towing company or aboard a towing vessel for approved training and professional development.

The Program provides cadets a hands-on, real-world experience with commercial towing vessels they will interact with as future Coast Guard officers. The Program will allow cadets to spend a period of time on a tugboat or towboat with a company representative(s) who will explain the various aspects of the vessel and its operation. The Program will familiarize cadets with the day-to-day operations of the towing industry by spending time shore side, touring a tugboat or towboat company office, and meeting with a knowledgeable company representative(s) who can explain the various aspects of the towing industry's business, operations, safety management systems, traffic management and personnel decisions.

2. AUTHORITY.

This Agreement is authorized under the provisions of 14 U.S.C. § 93(d) that authorizes the U.S. Coast Guard to cooperate with private agencies. All Parties shall conform to the requirements outlined in the Coast Guard-Marine Industry Mutual Training Agreement signed by AWO and the Coast Guard.

In addition, the Coast Guard has the authority to assign its personnel to such duty pursuant to 14 U.S.C. § 93(a)(7).

3. RESPONSIBILITIES.

CGA:

- a. Identify and assign cadets best suited for the Program.
- b. Coordinate with CG-CVC, Areas, Districts, and Sectors to ensure unity of effort within existing and on-going ship rider activities.
- c. Provide Travel Order Numbers (TONO) that fund cadets' transit to and from the towing company's base of operations or other agreeable location where cadets may embark a vessel. Also, ensure all expenses are addressed under the standing Coast Guard and AWO Mutual Training Agreement.
- d. Develop and provide cadets with a Performance Item Work Guide (PIWG) that clearly outlines Program goals and objectives that are supported by training tasks.
- e. Finalize travel itineraries and ensure cadets arrive on time and prepared.
- f. Coordinate with CG-CVC to obtain feedback for Program assessment in accordance with existing CG-CVC program evaluation process.

AWO:

- a. Endorse and actively promote the Program to member companies.
- b. Identify and liaise with towing companies best suited for the Program.
- c. Provide constructive feedback that assists in developing and executing the Program and the PIWG.
- d. Assist in soliciting and compiling post-training feedback from participating companies.

4. POINTS OF CONTACT.

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5. OTHER PROVISIONS. Nothing in this Agreement is intended to conflict with current law, Regulation, or the directives of the United States Coast Guard or Department of Homeland Security. If a term of this agreement is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this agreement shall remain in full force and effect.

The activities conducted under this MOA may be documented and made available through appropriate journals, publications, and other established channels, consistent with professional practice. Publications documenting cooperative efforts may be prepared by either Party, or jointly, provided that each Party is given opportunity to review and concur with the manuscripts prior to publication.

- 6. EFFECTIVE DATE. The terms of this MOA will become effective on the date when the last approval Party signs the MOA.
- 7. MODIFICATION. This MOA may be modified upon the mutual written agreement of the Points of Contact identified in paragraph 4.

8. TERMINATION. The terms of this agreement, as modified with the consent of both Parties, will remain in effect until terminated by either party. Either Party may terminate this agreement upon 90 days written notice to the other Party.

APPROVED BY:

S. L. Stosz

Rear Admiral, U.S. Coast Guard

Superintendent, U. S. Coast Guard Academy

T. A. Allegretti

President and CEO

The American Waterways Operators

Date Signed: 4/

ACKNOWLEDGED BY:

P. F. Thomas

Rear Admiral, U.S. Coast Guard

Director of Prevention Policy
Date Signed: 4/15/201