

**MEMORANDUM OF UNDERSTANDING BETWEEN UNITED STATES COAST
GUARD AND THE ASSOCIATION OF DIVING CONTRACTORS
INTERNATIONAL REGARDING A COMMERCIAL DIVING INDUSTRY
QUALITY PARTNERSHIP.**

1. **PARTIES.** The parties to this Memorandum are the United States Coast Guard (USCG), an agency of the Department of Homeland Security (DHS), and the Association of Diving Contractors International (ADCI). ADCI represents the commercial diving industry which is subject to or a stakeholder in a regulatory scheme promulgated and enforced by the USCG. The parties will interpret and implement this Memorandum so as to supplement and not adversely affect this regulatory partnership.

2. **AUTHORITY.** This Memorandum is authorized under the provisions of 14 U.S.C. § 92(i) and 14 U.S.C. § 93(a) (4), and is executed subject to the availability of appropriations.

3. **PURPOSE.** This Memorandum outlines the partnership between the parties. The purpose of the partnership is to promote safety within the commercial diving industry and the protection of the marine environment.

The parties will seek to achieve that purpose primarily through:

- a. Cooperating through meetings and other forms of communication to keep the parties apprised of current information relevant to commercial diving operations, recognizing however that, for purposes of the Paperwork Reduction Act, any "collection of information" conducted pursuant to this partnership is voluntary and cannot be legally enforced by the Coast Guard without Office of Management and Budget approval, and recognizing further that the Coast Guard is subject to legal and ethical restrictions on its ability to share non-public information derived from sources outside the partnership;
- b. Cooperation to promote and improve safety within the commercial diving industry.
- c. Cooperation to promote the establishment of uniform commercial diving industry safety standards and best practices, through non-regulatory means where possible.

4. **RESPONSIBILITIES.** The parties will:

- a. Confer regularly to identify specific steps of mutual interest to be taken in pursuit of the purpose stated in Paragraph 3;
- b. Mutually determine how best to perform and measure progress for each of those steps;
- c. Participation of USCG personnel is subject to the terms of applicable DHS and USCG committee management directives;
- d. At least annually, exchange documents that briefly describe and evaluate the partnership's activities since the last such review; and
- e. The USCG will make this Memorandum, the documents described in Paragraph 4.d, and other records in its possession pertaining to the partnership described in this Memorandum, available to the public subject to applicable exemptions under the Freedom of Information Act or other applicable federal statutes and regulations that govern release of sensitive security or classified information.

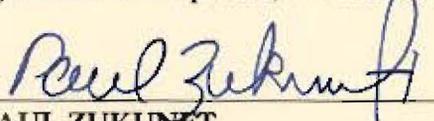
5. **FEDERAL ADVISORY COMMITTEE ACT.** The parties understand the partnership created by this Memorandum does not constitute an advisory committee established pursuant to the Federal Advisory Committee Act (FACA). To this end, the parties agree that:

- a. The USCG will not in any way manage or control ADCI's selection of persons or groups to represent ADCI in the partnership;
- b. Agendas will be set by mutual agreement of the parties and will not be determined unilaterally by the USCG;
- c. The USCG will not fund the participation of ADCI or ADCI's representatives in the partnership;
- d. The parties do not expect to provide, and the USCG will not solicit from, ADCI, any of its member-companies, or any other organization that may be assembled pursuant to the partnership's activities, consensus advice or recommendations related to the USCG's regulatory process; and
- e. The USCG may, at its sole discretion, assess the continued validity of the partnership and determine whether it continues to support the Purpose specified in paragraph 3. , the public interest, and to ensure the purposes for which FACA was enacted are not circumvented.

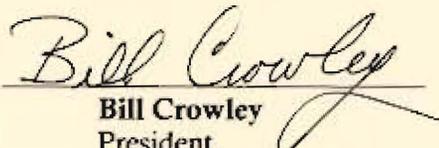
6. **POINTS OF CONTACT.** USCG: CDR Patrick W. Clark, Chief Vessel and Facility Operating Standards Division (CG-5222), 2100 Second Street, S.W., Washington DC 20593; (202) 372-1410; Patrick.W.Clark@uscg.mil.
 ADCI: Mr. Bill Crowley, President, Association of Diving Contractors International; 5206 FM 1960 West, Suite 202, Houston, Texas 77069; (281) 893-8388 bcrowley@adc-int.com

7. **SEVERABILITY.** Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the USCG or Department of Homeland Security, nor does it convey or imply the Coast Guard's endorsement of ADCI, its member-companies, or any products or commercial services which ADCI or its member-companies currently provide, or may provide in the future. If a term of this Memorandum is inconsistent with such authority, then that term will be invalid, but the remaining terms and conditions of this Memorandum will remain in full force and effect.

8. **EFFECTIVE DATE, TERMINATION, OR MODIFICATION.** This Memorandum is effective upon signature by both parties. The terms of this Memorandum will remain in effect until terminated or modified. The Memorandum may be modified by the written agreement of the parties, or terminated by either party upon written notice to the other party.


 PAUL ZUKUNFT
 Rear Admiral, U.S. Coast Guard
 Assistant Commandant for Marine Safety,
 Security, and Stewardship

27 JUNE 2011
 Date


 Bill Crowley
 President,
 Association of Diving Contractors
 International

27 JUNE 2011
 Date

