

**U.S. COAST GUARD – ASSOCIATION OF DIVING CONTRACTORS
INTERNATIONAL
MUTUAL TRAINING AGREEMENT
FOR MARINE INSPECTION AND INVESTIGATION TRAINING**

1. The parties to this agreement are the United States Coast Guard (Coast Guard) and Association of Diving Contractors (ADCI).
2. The purpose of this agreement is to improve commercial dive safety by recognizing the need for more frequent and structured involvement between organizations involved with commercial diving safety, expressly ADCI, and the Coast Guard. It is crucially important for the commercial dive industry that the Coast Guard be afforded every opportunity to, at a minimum, keep up with technological and procedural advances in commercial dive equipment and dive operations. The Coast Guard, therefore, may accept ADCI invitations, as Coast Guard personnel resources permit, to participate in ADCI sponsored commercial diving familiarization or advanced training events. The experience gained from such participation is expected to enhance both the Coast Guard's and ADCI's respective contributions to the commercial dive industry.
3. This agreement is not a binding contract.
4. Both parties agree that to help meet their fundamental goals, it might be equally beneficial to both parties for the Coast Guard to assign one or more of its personnel to perform his or her official Coast Guard duties at a facility or aboard a vessel that is owned or operated by an ADCI participating member or participate in ADCI sponsored commercial diving familiarization or advanced training events.
5. The Coast Guard has the authority to assign its personnel to such duty pursuant to 14 U.S.C. 93(a)(7).
6. Both parties agree that such assigned Coast Guard personnel do not become employees or agents of, or consultants to ADCI for any purpose but, instead, that such assigned Coast Guard personnel remain federal officials for all legal and ethics purposes who are required to act in the interests of the United States.
7. Both parties agree that ADCI cannot provide any compensation to any assigned Coast Guard personnel.
8. Both parties agree that because this is an equally mutually beneficial agreement, ADCI is permitted to, but is not required to, provide travel, including but not limited to, shipboard travel, to assigned Coast Guard personnel at its expense when that travel will benefit the purpose of this agreement. Both parties also agree that any funded travel (which may include transportation, meals, lodging, and berthing) will not constitute a gift from ADCI to the assigned Coast Guard personnel, or to the Coast Guard, - because this is a non-quantifiable but equally mutually beneficial agreement that is based upon a fundamental quid pro quo concept.

9. Both parties agree that ADCI will provide suitable office space and office equipment as needed for use by assigned Coast Guard personnel on a non-reimbursable basis.

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

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

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

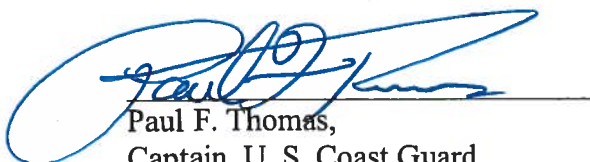
13. Both parties agree that this agreement is not intended to create, and shall not be construed to create, any agency, servant, employee, partnership, or joint venture relationship between the parties or between any assigned Coast Guard personnel and ADCI.

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


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

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

For the Coast Guard:


Paul F. Thomas,
Captain, U. S. Coast Guard
Director of Inspections and Compliance

For ADCI:


Mr. Michael Brown
President, Association of
Diving Contractors International

Date: 13 Feb 13

Date: FEB 13, 2013

