# Memorandum of Agreement (MOA)

# Agreement to Conduct / Direct Marine Coating and Other Emitting Processes

# at Continental Maritime of San Diego, LLC (“CMSD”)

This Memorandum of Agreement (“MOA”) is intended to identify the terms and conditions agreed to between CMSD and your company to support as a U.S. Navy third party contractor having personnel that are conducting or directing other personnel marine coating, adhesive, solvent cleaning, or welding operations and/or generating hazardous waste aboard U.S. Navy vessels located at CMSD.

In consideration of the mutual promises and covenants specified below, the parties agree as follows:

1. Your companyshall comply with all federal, state, local, Navy, SWRMC, and CMSD laws, rules, regulations, policies, and/or procedures regarding any "hazardous substances" (both terms as defined by both federal and state law) used, emitted, and/or generated. In addition, your company shall comply with all aspects of CMSD’s San Diego County Air Pollution Control District Permit facility marine coating permit (APCD2009-PTO-870741), other APCD permits as applicable, CUPA permit, and safety program.
2. CMSD will provide a copy of permit APCD2009-PTO-870741, and other permits as applicable, to your company prior to your company performing any marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD.
3. CMSD will train at least one representative from your companyon laws, regulations, policies, and procedures applicable to the performance of marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD, including the requirements of any applicable APCD permit, Port of San Diego Ship Repair Association Marine Coating Operations Training 2010, CMSD Environmental Policies EC-01 and EC-13, CMSD BMPs, and CMSD fire and negative pressure containment requirements (the “Marine Coating Requirements”). Your company will in turn train their employees who conduct or direct other personnel marine coating, welding, and related operations onboard U.S. Navy vessels located at CMSD on the Marine Coating Requirements your company shall provide CMSD documentation of the completion of said training, including a certification from each employee who completed the training.
4. Your company shall provide to CMSD all its emergency action, spill response, mobile transfer, occupational health and safety, and fire prevention and response plans prior to job start. In addition, your company shall provide to CMSD copies of your company site specific CUPA permit and EPA ID number prior to job start.
5. If your company causes, to any extent, the actual or potential release, spill, discharge, or other loss of control of a hazardous substance or hazardous waste (an ''incident''), such that CMSD On-Scene Emergency Coordinator is notified to respond through the CMSD Emergency Action Plan, Spill Response Plan, Safety Plan, Fire Safety Plan, and/or Mobile Operations Plan. CMSD will incur response costs which are extremely difficult and impractical to ascertain. CMSD and your company agree that the sums set forth herein represent the minimum amount of cost and expenses incurred by CMSD to respond to each Incident. Accordingly, your company agrees to pay to CMSD for each incident caused by your company the actual response costs of CMSD, which are agreed to be not less than the sum of one thousand dollars ($1,000.00). Such payment shall not relieve your company of the responsibility to pay CMSD the actual costs of CMSD’s remediation of an incident caused by your company, if any, resulting from the incident, and shall not impair or waive CMSD indemnification rights as set forth herein.
6. Your company shall indemnify and hold harmless CMSD from and against any and all third party liabilities, claims, losses, penalties, fines, fees, costs, and expenses arising from, related to, and/or caused by your company’s performance of marine coating, welding, or related operations onboard U.S. Navy vessels located at CMSD, your company shall defend CMSD, at your company’s own expense with counsel of your company’s choosing, and your company further agrees to consult with CMSD (and CMSD’s counsel, as requested by CMSD), on such defense. The indemnification obligations of your company shall survive the termination of this MOA.

# The terms of this Memorandum of Agreement are for the exclusive use to support your company’s performance in support of shipyard availabilities at CMSD’s facility.

**Signed on behalf of Company Name:**

Name, Title, and Date