

MEMORANDUM OF UNDERSTANDING
BETWEEN
U.S. ARMY CORPS OF ENGINEERS
AND
COUNCIL FOR DREDGING AND MARINE CONSTRUCTION SAFETY, INC.

This Memorandum of Understanding (MOU) between the U.S. Army Corps of Engineers (USACE) and the Council for Dredging and Marine Construction Safety, Inc. (CDMCS) is made effective this 3rd day of June 2021 (the Effective Date). In this MOU, USACE and CDMCS are both referred to individually as a "Party," and collectively as the "Parties."

1. Purpose. This MOU between the Parties outlines a shared understanding of the Parties' engagement on various safety issues affecting the dredging and marine construction industry.

2. Background. On 10 April 2008, USACE entered into an agreement with the Dredging Contractors of America (DCA) and the Associated General Contractors of America (AGC) to establish the CDMCS. Together they worked to collectively improve safety standards and practices for dredging and marine construction operations. On 30 September 2020, CDMCS incorporated as a nonprofit corporation under the District of Columbia Nonprofit Corporation Act and filed for recognition of its tax-exempt status by the Internal Revenue Service under Section 501(c)(6) of the Internal Revenue Code. As a result, it is prudent to formalize a MOU that defines the relationship between USACE and CDMCS.

3. Understanding. The Parties strive to fulfill the following goals:

a. Promote and develop strategies for creating an injury-free workplace and safety-first culture at all levels.

b. Establish proactive and collaborative processes for resolving safety issues and applying lessons learned.

c. Identify and promote opportunities to enhance dredging and marine construction safety training, continuous learning, and professional development.

d. Collaborate and share safety related products that foster safe dredging and marine construction operations.

e. Collect and share non-privileged safety information and post-incident lessons learned.

f. Enhance communication, collaboration and exchange of information and best practices to ensure safe dredging and marine construction operations near underwater utilities, including gas and hazardous liquid pipelines.

g. Cooperate with the dredging and marine construction industry by sending a USACE liaison to participate in CDMCS quarterly meetings and to represent USACE in CDMCS safety initiatives.

4. General Provisions

a. Personnel. Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.

b. Funds and Manpower. This MOU neither documents nor provides for the exchange of funds or manpower between the Parties, nor does it make any commitment of funds or

resources. No provision in this MOU will be interpreted to require obligation or payment of funds.

c. Modification of MOU. This MOU may only be modified by the written agreement of the Parties, duly signed by their authorized representatives. This MOU will be reviewed no less often than at the mid-point of its term and around the anniversary of its effective date in its entirety.

d. Disputes. Any disputes relating to this MOU will, subject to any applicable law, Executive order, or Department of Defense issuances, be resolved by consultation between the Parties.

e. Termination of MOU. This MOU may be terminated in writing at will by either Party, effective immediately.

f. Transferability. This MOU is not transferable except with the written consent of the Parties.

g. Entire Understanding. It is expressly understood and agreed that this MOU embodies the entire understanding between the Parties regarding the MOU's subject matter, thereby superseding all prior understandings of the Parties with respect to such subject matter.

h. Effective Date. This MOU takes effect beginning on the day after the last Party signs.

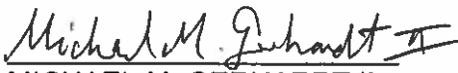
i. Expiration Date. This MOU expires 10 years after the Effective Date and may be extended by mutual agreement of the Parties.

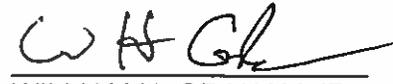
j. No Third-Party Beneficiaries. Nothing in this MOU, express or implied, is intended to give to, or will be construed to confer upon, any person not a party any remedy or claim under or by reason of this MOU, and this MOU will be for the sole and exclusive benefit of the Parties.

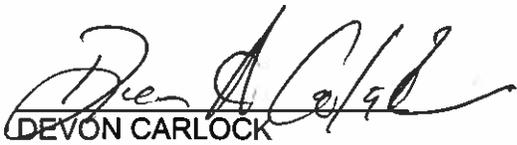
APPROVED:

For CDMCS:

For USACE:


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