

# Education Partnership Agreement

COMPONENT:

PARTNER:

Name of Component  
Hierarchical Office Symbol  
Address and  
Phone of authorized Component

Name  
Address and  
Phone of Authorized Partner

## Education Partnership Agreement for Undersea Science and Technology Educational Guidance and Assistance between Ocean Sciences, Inc. and the Naval Undersea Warfare Center Division, Newport

### Navy Education Partnership Agreement

This Education Partnership Agreement is entered into by and between Ocean Sciences, Inc., an educational institution designed to stimulate young people to learn about the Ocean Environment and Undersea Science and Technology, hereinafter referred to as "Ocean Sciences", and the United States of America, as represented by the Department of the Navy, Naval Undersea Warfare Center Division, Newport, hereinafter referred to as "NUWCDIVNPT".

- a. Whereas, Congress enacted Public Law 101-510 (5 November 1990), Title 10 United States Code Section 2194, Education Partnerships, for the purpose of encouraging and enhancing study in scientific disciplines at all levels of education; and
- b. Whereas, Title 10 United States Code Section 2194, Education Partnerships, requires the Secretary of Defense to authorize each defense laboratory to enter into one or more Education Partnership Agreements with educational institutions in the United States, including local education agencies, colleges, universities and nonprofit institutions that are dedicated to improving science, mathematics and engineering education; and
- c. Whereas, NUWCDIVNPT has a history spanning over 50 years of world-class research and development in undersea science and technology; and
- d. Whereas, NUWCDIVNPT currently possesses a broad spectrum of scientific skills, facilities, personnel, special equipment, information, computer software and know-how pertaining to undersea science and technology; and
- e. Whereas, NUWCDIVNPT and Ocean Sciences desire to cooperate in providing training to young people in oceanology and undersea science and technology; and
- f. Whereas, Ocean Sciences desires to involve its faculty and students in utilizing the vast scientific, technological and oceanographic assets of NUWCDIVNPT. Now, Therefore, the Parties hereto agree as follows:

### 1.0 PURPOSE

The purpose of this Agreement is to aid in the educational experience of Ocean Sciences students by providing a mechanism by which those students can benefit from the staff expertise, unique facilities and equipment related to undersea science and technology available from NUWCDIVNPT through this Education Partnership Agreement. NUWCDIVNPT's contributions to this partnership will help to encourage student interest in science, mathematics and engineering, particularly undersea science and technology; may benefit the laboratory in terms of advance training of future employees; and may benefit the country by encouraging interest in the sciences and engineering by young people at the beginning of their career definition stage.

## **2.0 REQUIREMENTS**

### 2.1 Responsibilities of NUWCDIVNPT

2.1.1 NUWCDIVNPT may transfer to Ocean Sciences defense laboratory equipment, determined by the director (Commander) to be surplus, to support Ocean Science's mission to teach the general public and students of Ocean Sciences about undersea science and technology.

2.1.2 NUWCDIVNPT may loan defense laboratory equipment to Ocean Sciences for educational purposes.

2.1.3 NUWCDIVNPT will make laboratory personnel available to teach science courses or to assist in the development of such courses and related educational material.

2.1.4 NUWCDIVNPT will offer visits, tours and demonstrations at its facilities for faculty and students of Ocean Sciences.

2.1.5 NUWCDIVNPT will provide academic and career advice to students of Ocean Sciences.

2.1.6 The level of effort to be expended by NUWCDIVNPT on any activity under this Agreement shall be within the discretion of NUWCDIVNPT.

### 2.2 Responsibilities of Ocean Sciences

2.2.1 Ocean Sciences will designate a faculty member as liaison with NUWCDIVNPT who will be responsible for structuring the partnership program.

2.2.2 Ocean Sciences will provide annual reports to NUWCDIVNPT on the benefits of NUWCDIVNPT's contributions to the educational program.

### 2.3 Funding

Each Party will be responsible for its own costs.

## **3.0 WARRANTIES**

### 3.1 Of NUWCDIVNPT

NUWCDIVNPT hereby warrants to Ocean Sciences that the performance of the activities specified by this Agreement is consistent with the mission of NUWCDIVNPT, and that the Official executing this Agreement has the requisite authority to do so.

### 3.2 Of Ocean Sciences

Ocean Sciences hereby warrants to NUWCDIVNPT that, as of the date hereof, it is a corporation duly organized, validly existing and in good standing under the laws of the State of Connecticut; is a nonprofit educational institution, as required by 10 U.S.C. 2194 and meeting the requirements of 26 U.S.C. 501(c)(3), dedicated to improving science, mathematics, and engineering education; and that it has the requisite power and authority to enter into this Agreement and to perform according to the terms thereof.

## **4.0 LIABILITIES**

### 4.1 NUWCDIVNPT Liabilities

NUWCDIVNPT's responsibility for injury or loss of property or personal injury or death caused by the negligent or wrongful act or omission of any employee of NUWCDIVNPT while acting within the scope of his office or employment will be in conformance with the Federal Tort Claims Act (28 U.S.C. Section 2671 et seq.). Except as provided by the Federal Tort Claims Act, NUWCDIVNPT shall not be liable to Ocean Sciences for any claims whatsoever, including loss of revenue or other indirect or consequential damages.

#### 4.2 Indemnification by Ocean Sciences

Ocean Sciences holds NUWC DIVNPT harmless and agrees to indemnify NUWC DIVNPT for all liabilities, claims, demands, damages, expenses, and losses of any kind arising out of the performance by Ocean Sciences or other entity acting on behalf of or under the authorization of Ocean Sciences under this Agreement.

#### 4.3 Force Majeure

No Party shall be liable for the consequences of any unforeseeable force majeure event that (1) is beyond their reasonable control, (2) is not caused by the fault or negligence of such Party, (3) causes such Party to be unable to perform its obligations under this Agreement and (4) cannot be overcome by the exercise of due diligence. In the event of the occurrence of a force majeure event, the Party unable to perform shall promptly notify the other Party. It shall further pursue its best efforts to resume as quickly as possible and shall suspend performance only for such period of time as is necessary as a result of the force majeure event.

### **5.0 ADMINISTRATION**

The administration of this partnership program and the coordination of the specific activities which comprise the program will be the joint responsibility of the designated program managers from each institution.

Dr. Richard H. Nadolink will serve as the Partnership Program Manager (PPM) on behalf of NUWC DIVNPT. The NUWC DIVNPT PPM will work with the Ocean Sciences PPM to identify specific activities to be undertaken at any given time. The NUWC DIVNPT PPM will assure that program activities meet the legal and administrative requirements of the Federal Government and the Department of the Navy. If Dr. Nadolink becomes unavailable for continued service as PPM, NUWC DIVNPT will designate a successor PPM.

Philip J. Slack III of Ocean Sciences, Inc., will serve as PPM on behalf of Ocean Sciences.

The Ocean Sciences PPM will coordinate program activities with the NUWC DIVNPT PPM and assure that they comply with the legal and administrative requirements of Ocean Sciences.

### **6.0 GENERAL PROVISIONS**

#### 6.1 Entire Agreement

This Agreement constitutes the entire agreement between the Parties concerning the subject matter hereof and supersedes any prior understanding or written or oral agreement relative to said matter.

#### 6.2 Severability

The illegality or invalidity of any provisions of this Agreement shall not impair, affect or invalidate the other provisions of this Agreement.

#### 6.3 Headings

Titles and headings of the sections and subsections of this Agreement are for convenience of reference only and do not form a part of this Agreement and shall in no way affect the interpretation thereof.

#### 6.4 Governing Laws

The Parties agree that the laws of the United States of America as applied by the Federal Courts shall govern this Agreement for all purposes.

#### 6.5 Termination by Mutual Consent and Unilateral Termination

Ocean Sciences and NUWC DIVNPT may elect to terminate this Agreement at any time by mutual consent. In such event the Parties shall specify the disposition of all activities accomplished or in progress, arising from or performed under this Agreement, and they shall specify the disposal of all property in a manner consistent with this Agreement, and property disposal laws and regulations. Either Party may unilaterally terminate this entire Agreement at any time by giving the other Party written notice not less than thirty (30) days prior to the desired termination date.

## 7.0 PERIOD OF AGREEMENT

This Agreement will remain in-effect for 60 months unless terminated by the participating organizations. At the conclusion of this term it may be extended by mutual written agreement of the Parties. Modifications can be made at any time by mutual agreement of the signatories or their successors.

## 8.0 SURVIVING PROVISIONS

The article covering Liabilities, General Provisions and Surviving Provisions shall survive the termination of this Agreement.

## 9.0 SIGNATURES

Naval Undersea Warfare Center  
Division Newport

S.J. LOGUE  
COMMANDER

DATE:

Ocean Sciences, Inc.

DATE:

EPA Number: xxxxxxxxxxxxxxxx (EPA # to be locally generated)

[ ] Component reporting requirements have been fulfilled. (Remember that completed EPA should be reported to EduGate as a program and actual equipment transfers should be reported to the Defense Equipment for Education Research and System (DLEERS))

<http://www.acq.osd.mil/ddre/edugate/>

<https://dleers.ncr.disa.mil/>