



DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
WASHINGTON, DC 20362-5101

IN REPLY REFER TO

NAVSEAINST 4520.1A
OPR 00D1
3 Nov 1987

NAVSEA INSTRUCTION 4520.1A

From: Commander, Naval Sea Systems Command

Subj: DONATION OF OBSOLETE OR CONDEMNED NAVY SHIPS, BOATS, SMALL
LANDING CRAFT, COMBAT MATERIAL

Ref: (a) Title 10 United States Code 7308
(b) Title 10 United States Code 2572
(c) DOD Defense Disposal Manual 4160.21M
(d) CNO letter Ser 325E/7U387490 of 4 May 1987
(e) OPNAVINST 5214.7

Encl: (1) Model Donation Agreement for Ships
(2) Model Donation Agreement for Combat Material
(3) Format for "Assurance of Compliance" with Civil
Rights Act of 1964
(4) NAVSEA Activity Responsible for Annual
Inspection of Memorial Ships and Annual Ship
Memorial Material Inspection Format
(5) Certification of Demilitarization (A

1. Purpose. To revise guidelines and procedures governing loans or donation of obsolete or condemned Navy Ships, Boats, Small Landing Craft and Combat Material.

2. Cancellation. NAVSEA 4520.1 of 2 April 1982.

3. Background

a. Pursuant to reference (a) the Navy has established a donation program applicable to obsolete or condemned Navy ships including captured ships in possession of the Navy. The purpose of the Ships Donation Program is to promote the public interest in the defense of the Nation and to commemorate historic deeds performed with, by, or against such ships.

b. Pursuant to reference (b) the Navy has established a donation program applicable to obsolete or condemned combat material (for this instruction, obsolete or condemned combat material is defined as guns, missiles, torpedoes, launchers, directors, projectiles, etc.). The purpose of the Ordnance Donation Program is to promote public interest in the equipment of our Navy. The addition of captured war weapons would act as reminders of the deeds of those who fought against this equipment.

c. References (a) and (b) provide procedures for the disposition of obsolete or condemned ships and combat material.

4. Policy. It is the policy of the Department of Defense that all donated material (ships and ordnance) only be utilized as static displays, i.e., memorials or museums as outlined in reference (c). An exception to the normal policy was authorized by reference (d) which directed that the submarines ex-TURBOT and ex-BLENNY be donated to the states of Florida and Maryland for use as fishing reefs. These donations were approved by the Secretary of the Navy.

5. Eligible Donees

a. Donations of obsolete, condemned, or captured ships, boats and small landing craft may only be made to:

(1) A state, territory, commonwealth, or possession of the United States, or a municipal corporation or political subdivision thereof.

(2) The District of Columbia or the Canal Zone.

(3) A corporation or association whose charter or articles of agreement deny it the right to operate for profit.

b. Donations of obsolete or condemned combat material may only be made to:

(1) A municipal corporation, such as a city, borough, or incorporated town.

(2) A soldier's monument association.

(3) A state's museum.

(4) An incorporated museum which is operated and maintained for educational purposes only, whose charter denies it the right to operate for profit.

(5) Post of the Veterans of Foreign Wars of the United States.

(6) Post of the American Legion.

(7) A local unit of any other recognized war veterans association.

(8) A post of the Sons of Veteran Reserve.

6. Procedures

a. Screening. Prior to considering a request for a donation, SEA OOD shall determine that the property requested is not required by the Navy or any other Department or agency of the Federal Government.

b. Availability of Donable Property. Information regarding the availability of donable ships and donable obsolete or condemned combat material can be obtained from the Commander, Naval Sea Systems Command (SEA OOD) Washington, D. C. 20362-5101.

c. Preparation and Submission of Applications. Applications for donation of ship or combat material shall be submitted to Commander, Naval Sea Systems Command (SEA OOD) Washington, D. C. 20362-5101.

(1) Each application for donation of a ship shall contain the following information:

(a) The type of ship desired, including the official Navy identification of the ship.

(b) A statement of the proposed use to be made of the ship and where it will be located.

(c) A statement describing and confirming availability of an appropriate berthing site and the facilities and personnel available for use in maintenance of the ship.

(d) A statement that the applicant agrees to make repairs as required and to maintain the ship, at applicant's expense, in a condition satisfactory to the Department of the Navy, in accordance with instructions which the Department may issue, and that no expense shall result to the United States as a consequence of such terms and conditions prescribed by the Department of the Navy.

(e) A statement that the applicant agrees to take delivery of the ship "as-is, where-is" at its berthing site and to pay all charges incident to such delivery, including without limitation, preparation of the ship for removal or tow, towing, insurance and berthing or other installation at the applicant's site; the applicant also must agree to reimburse the Navy for the cost of demilitarization of ordnance and combat material and/or declassification of classified equipment aboard the ship.

(f) A statement of financial resources currently available to the applicant to pay the costs required to be assumed by a donee in the event a ship is donated. Statement should include a summary of sources and amounts of annual income, estimated annual expenditures and estimated costs for upkeep of the vessel. In the event the applicant will rely on commitments of donated services and materials for maintenance and use of the ship, describe commitments in detail.

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(g) A statement that the applicant agrees that it will return the ship, if and when requested to do so by the Department of the Navy, during a national emergency, and will not, without the written consent of the Navy, use the ship other than as stated in the application or destroy, transfer, or otherwise dispose of the ship or any component thereof.

(h) If the applicant asserts that it is a corporation or association whose charter or articles of agreement denies it the right to operate for profit, applicant must provide (i) a properly authenticated copy of the charter, certificate of incorporation, or articles of agreement made either by the Secretary of State or other appropriate officials of the State under the laws of which the applicant is incorporated or organized, or other appropriate public official having custody of such charter, certificate or articles; and (ii) a copy of the organization's bylaws and, if the applicant is not incorporated, the citation of the law and a certificate copy of the association's charter under which it is empowered to hold property and to be bound by the acts of the proposed signatories to the donation agreement.

(i) If the applicant is not a State, territory or possession of the United States, political subdivision or municipal corporation thereof, the Canal Zone or the District of Columbia, a photostatic copy of a determination by the Internal Revenue Service that the applicant is exempt from tax under the Internal Revenue Code.

(j) A notarized copy of the resolution or other action of its governing board of membership authorizing the person signing the application to represent the organization and to sign on its behalf for the purpose of acquiring a ship.

(k) A signed copy of Assurance of Compliance with Title VI of the Civil Rights Act of 1964 (Act of July 2, 1964 - Public Law 88-352).

(l) A statement that the applicant will use the ship as a memorial or museum and will not activate or permit to be activated any system aboard the ship for the purpose of navigation or movement under its own power.

(m) A statement that the galley will not be activated for the purpose of serving meals.

(n) A Statement that the applicant agrees to indemnify, save harmless and defend the Government from and against all claims, demands, actions, liabilities, judgments, costs and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.

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(2) Each application for donation of combat material shall include the following information:

(a) Type of combat material including the official Naval Identification of the material desired.

(b) A statement of the proposed use to be made of the material and where it will be located.

(c) A statement describing and confirming availability of an appropriate site, facilities and personnel available for use in storage, maintenance and security of the material.

(d) A statement that the applicant agrees to protect and maintain the material, at its own expense, in a condition satisfactory to the Department of the Navy, in accordance with instructions which the Department may issue, and that no expense shall result to the United States as a consequence of a transfer or as a consequence of such terms and conditions prescribed by the Department of the Navy.

(e) A statement that the applicant agrees to take delivery of the material "as-is, where-is" at its present location and to pay all charges incident to such delivery, including without limitation, preparation of the material for removal, demilitarization, insurance, safety and other installation costs at the applicant's site.

(f) A statement that the applicant agrees to inspection of the donated equipment by the responsible Government agency and agrees that any misuse, improperly maintained or other negligent condition of the donated property shall give cause for immediate return to the Government at the expense of the applicant.

(g) Certification that the applicant will comply with all local, State and Federal gun control laws (Gun Control Act of 1968) on requests for ordnance material.

(h) Application from veterans organization must include a copy of their charter and must be submitted via their national headquarters for approval.

(i) A certification by the applicant that the donated equipment will not be rented, sold, or otherwise used for monetary gain.

(j) A statement that the applicant agrees to submit an annual certification to the Naval Sea Systems Command (SEA OOD) on the condition and location of the donated ordnance item.

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(k) A statement of financial resources currently available to the applicant to pay the costs required to be assumed by a donee in the event a piece of ordnance material is donated.

(l) If the applicant asserts that it is an incorporated museum, operated and maintained for educational purposes only, whose charter or articles of agreement denies it the right to operate for profit must submit: (i) a properly authenticated copy of the charter, certificate of incorporation, or articles of agreement made either by the Secretary of the State or other appropriate officials of the state under the laws of which the applicant is incorporated or organized or other appropriate public officials having custody of such charters, certificate or articles; and (ii) a copy of the organization's bylaws; and, if the applicant is not incorporated; the citation of the law and a certified copy of the association's charter under which it is empowered to hold property and to be bound by the acts of the proposed signatories to the donated property documents.

(m) A copy of a determination by Internal Revenue Service that the applicant is exempt from tax under the Internal Revenue Code.

(n) A notarized copy of the resolution or other action by its governing board or membership authorizing the person signing the application to represent the organization and to sign on its behalf for the purpose of acquiring the obsolete material.

(o) Assurance of compliance with Title VI of the Civil Rights Act of 1964 (Act of July 2, 1964 - Public Law 88 - 352). Two copies of "Assurance of Compliance" format, enclosure (3), must be signed and returned. The explanation of the format should be retained for future reference.

(p) A statement that the applicant agrees to indemnify, save harmless and defend the Government from and against all claims, demands, actions, liabilities, judgments, costs and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.

d. Congressional Notification. Before the transfer of a vessel can take place, Congressional notification is forwarded to Congress by SEA OOD via the chain of command. Notice of the proposed transfer must remain in Congress for 60 calendar days of continuous session without adverse action before actual transfer can take place. Adjournment of Congress for more than 3 days (to a day certain) are excluded in the computation of the 60 day period.

e. The Donation Agreement. After the congressional waiting period, the donation agreement will be negotiated between NAVSEA (SEA OOD) and the donee. Enclosure (1) is a model donation agreement for vessels. Enclosure (2) is a model agreement for the donation of combat material. The final agreement shall be substantially in accordance with these enclosures unless the Secretary of the Navy or his designee specifies otherwise. A review of all Donation Agreements will be conducted once every five years and amendments made as necessary to reflect any changes in Public Law or regulations. Upon consummation of the donation agreement, NAVSEA (SEA OOD) will arrange the actual transfer of the equipment (ship or combat material) in coordination with the donee and the activity holding the equipment.

f. Demilitarization and Security Requirements prior to Donation (A of Ships, regarding ordnance, combat material and classified equipment on board.

(1) After donation approval of an ex-naval ship and prior to the donee transferring the ship to its memorial location, SEA 076, Director, Navy Inactive Fleet, St. Juliens Creek Annex, Portsmouth, Virginia, shall ensure all material aboard has had minimum demilitarization accomplished and/or classified material has been removed or declassified. SEA 076 will provide NAVSEA OOD with a report of actions taken indicating quantity, nomenclature MK, Mod, serial numbers, as well as names and title of persons who accomplished work and dates when accomplished. SEA 076 will advise SEA OOD total cost of demilitarization and/or declassification.

(2) SEA OOD shall obtain reimbursement from the donee for costs for demilitarization and/or declassification accomplished. Upon obtaining reimbursement from the donee SEA OOD will forward the reimbursement to SEA 076 in the amount specified for reimbursement costs.

(3) Questions or concerns regarding demilitarization requirements shall be directed to inventory managers for ordnance or combat material.

(4) Demilitarization shall be accomplished in accordance with Chapter IV of the Defense Demilitarization Manual DOD 4160.21M-1.

(5) Demilitarization shall be accomplished in a manner which will preserve the intrinsic historical and display value of the ship and equipment.

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(6) The following Security Requirements for the donation of individual ordnance and combat material shall apply:

(a) Upon notification that the donated property has been approved for donation, NAVSEA activities shall accomplish demilitarization in accordance with the Defense Demilitarization Manual and provide NAVSEA OOD with a copy of enclosure (5) certifying demilitarization has been accomplished. NAVSEA OOD will secure a check from the donee for required costs for reimbursement of the holding activity.

(b) The holding activity will then accomplish demilitarization and advise the donee when it may pick up the donated ordnance or combat material.

(7) Inspection and Condition Reports of Donated Material

(a) After the donation of a ship has been completed, the NAVSEA activity listed in enclosure (4) will perform annual inspections of the donated ships using format of pages 5 through 8 as a guideline. Initial inspections will be conducted after one year from the opening of the ship to the general public. A copy of the inspection report shall be submitted to the organization to which the ship was donated, with a copy to NAVSEA OOD with any appropriate recommendations. Once during every five year period, NAVSEA OOD personnel will perform an overall inspection of all ship memorials. Inspections to be conducted by NAVSEA OOD will not conflict with annual inspections to be conducted by NAVSEA activities listed in enclosure (4) nor superseded by such inspections.

(b) Enclosure (4) will be revised as required to reflect ships that have been relocated or newly donated ships and newly assigned inspecting activities.

7. Reports. Information requested concerning the annual inspection of a donated vessel and the annual certification of obsolete combat material is exempt from reports control as defined in reference (e).


WILLIAM H. ROWDEN

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**DEPARTMENT OF THE NAVY
NAVAL SEA SYSTEMS COMMAND
WASHINGTON, D.C. 20362**

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IN REPLY REFER TO

CONTRACT N000-24-81-C-0203

**CONTRACT FOR THE DONATION OF
THE ex-INTREPID (ex-CVS-11)**

THIS CONTRACT entered into this 27th day of April, 1981 by and between the UNITED STATES OF AMERICA (hereinafter called the "Government") represented by the Department of the Navy and the INTREPID MUSEUM FOUNDATION, INC., New York, New York, (hereinafter referred to as the "DONEE"), a non-profit corporation organized under the Not-for-Profit Corporation Law of the State of New York whose Charter denies it the right to operate for profit:

WITNESSETH:

WHEREAS, the Act of August 10, 1956 (P. L. 1028, 84th Congress), 10 U.S.C. 7308, authorizes the Secretary of the Navy to transfer by gift or otherwise, on terms prescribed by him, any obsolete vessel of the Navy to any State of the United States, or any municipal corporation or political sub-division thereof, or any corporation or association whose Charter denies it the right to operate for profit; and

WHEREAS, the DONEE has applied for donation of the obsolete aircraft carrier ex-INTREPID (ex-CVS 11) (hereinafter sometimes called the "Vessel"), and indicated its intention to preserve and exhibit the Vessel; and

WHEREAS, the DONEE will in part finance the exhibition of the Vessel with the proceeds of a bond issued by the Intrepid Museum Foundation Inc. and pursuant to which there is an Indenture setting forth the rights and remedies of bondholders; and,

WHEREAS, the DONEE agrees to and undertakes the obligation to make and keep the Vessel safe and presentable for public exhibition and inspection, at no expense to the Government; and,

WHEREAS, pursuant to 10 U.S.C. 7308, notice of the proposed transfer has been duly sent to the Congress, and P.L. 96-488 was enacted to expedite this donation;

NOW THEREFORE, the Government agrees to transfer the Vessel to the DONEE and the DONEE agrees to accept the Vessel subject to the following terms and conditions:

1. The Government shall, subject to the provisions of Article 14 hereof, deliver the Vessel to the DONEE at the Philadelphia, Inactive Ship Maintenance Detachment, Philadelphia Naval Shipyard, on an "as is, where is" basis and without warranty of any kind, and shall notify the DONEE of the delivery date sufficiently in advance thereof to enable the DONEE to make necessary arrangements for acceptance of delivery.

Enclosure (1)

2. The DONEE shall accept the Vessel upon delivery by the Department of the Navy.

3. The DONEE shall not activate or permit to be activated any system aboard the Vessel for the purpose of navigation or movement of the Vessel under its own power, it shall not permit any Flight Operations from the flight deck of the Vessel, and it also shall not activate or permit to be activated the galley for the purpose of serving meals.

4. The DONEE, including any successor in interest, shall establish and operate the Vessel on a non-profit basis as a public memorial/museum only, exhibit it at Pier 86 on the North (Hudson) River, Manhattan, New York, and maintain the Vessel in such a manner that it will not cast discredit upon the Navy or upon the proud tradition of this historic Vessel, and not allow the Vessel to become a menace to navigation, public health or safety.

5. The DONEE shall maintain the Vessel in a condition satisfactory to the Department of the Navy. Prior to delivery of the Vessel the DONEE, pending completion of the permanent-base mooring, shall present evidence satisfactory to the Government that there has been successful initiation of pier refurbishment and required dredging. Pending completion of the permanent-base mooring arrangement, temporary mooring of the Vessel shall be effectuated in a manner and at a site acceptable to the Navy. Also, prior to delivery of the Vessel, the DONEE shall present evidence of contract awards for towing, ship refurbishment, and continuing maintenance. The maintenance obligations assumed by the DONEE shall include, but shall not be limited to (a) the performance of all necessary painting and cleaning of exterior surfaces and interior compartments and passageways open to the public, (b) the provision and maintenance in all public and private spaces of such handrails, flight deck fencing, warning signs, fire protection systems, smoke detection systems, ventilation systems, and other safety devices as are necessary to ensure the safety of the visiting public and of maintenance personnel aboard the Vessel, (c) the assurance of the watertight integrity of the hull while the Vessel is afloat, (d) the provision and maintenance of safe and efficient means of access and egress, (e) the provision and maintenance of suitable sanitary facilities, and (f) such other safety and maintenance work as may be determined to be reasonably necessary. All the obligations hereunder shall be performed by the DONEE at its own expense and without reimbursement or contribution by the Government. All work performed hereunder shall be subject to approval of the Supervisor of Shipbuilding, Conversion and Repair, USN, Brooklyn, New York.

6. The DONEE shall procure and maintain at its own expense, without reimbursement or contribution by the Government, from and after the delivery of the Vessel, Tower's broad-form liability insurance and Tower's coverage for negligent damage to the Vessel during any tow and marine hull and protection and indemnity liabilities, all in an amount not less than \$2,000,000 to cover the waterborne Vessel until it is permanently moored at Pier 86. Upon completion of the permanent mooring arrangement, the DONEE shall procure the amount of fire and broad-form insurance coverage as is set forth in Section 6.19B1 of the Indenture, and third-party bodily-injury liability insurance in an amount of not less than \$2 million per person, \$20 million per occurrence and third-party property damage in an amount not less than \$2 million for any occurrence. Such insurance shall at all times protect the United States Government and any agency thereof, its agent or employees from all such

claims resulting or alleged to have arisen from fault, negligence, wrongful act or omission of the Government, its agents or instrumentalities or their agents or employees in berthing, preparation for use, repairing or any other use, and shall, as to form and insurers, be subject to the approval of the Insurance Section (MAT 08C4N), Naval Material Command, Department of the Navy, Washington, D.C. 20360.

7. The DONEE shall present evidence satisfactory to the Government that, prior to the delivery of the Vessel, the DONEE has the financial means necessary to assure accomplishment of all the obligations hereunder.

8. The DONEE shall prohibit members of the general public from visiting aboard the Vessel prior to the accomplishment of all work necessary to make the Vessel safe and presentable for the public inspection, except as may be authorized by the Department of the Navy.

9.(a) The DONEE may transfer its interest in the Vessel to the City of New York, pursuant of Articles VII and IX of the Indenture, or to the Trustee under the Indenture, either as an agent of the City of New York or in a capacity as a receiver for the DONEE. In the event the Trustee takes the Vessel as a receiver of the DONEE, the Trustee shall take all appropriate actions to effect a transfer to another entity which is qualified to receive such a donation and is satisfactory to the Department of the Navy. In the event the Trustee is unable to locate a suitable entity within a reasonable period of time, under the circumstances, the Vessel shall be returned, at no cost or expense, to the Government. Any transfer by the Trustee shall be subject to paragraph (c) below.

(b) Notice of any transfer, to the City of New York or to the Trustee shall be provided in writing to the Commander, Naval Sea Systems Command within five (5) working days of the transfer.

(c) Except as provided in (a) above the DONEE, or any successor in interest, including but not limited to the City of New York and the Trustee, may transfer its interest in the Vessel only with the advance written approval of the Secretary of the Navy or his authorized representative, to any other entity qualified to receive a donation pursuant to the provisions of 10 U.S.C. 7308, then in effect, which is otherwise satisfactory to the Department of the Navy.

(d) Any transfer, or attempt to transfer, other than as set forth in (a) above, to any entity which is not qualified to receive a donation pursuant to the provisions of 10 U.S.C. 7308 then in effect, shall be null and void.

(e) Any transferee, including the City of New York, the Trustee, and any other successor in interest to the Intrepid Museum Foundation, Inc., shall take the Vessel subject to the conditions of this contract and no rights and remedies of the United States shall be waived or otherwise impaired as a result of any transfer under this contract or otherwise.

10. The DONEE shall indemnify, save harmless, and defend the Government from and against all claims, demands actions, liabilities, judgements, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.

11. The DONEE shall comply with all Federal, State and local laws and regulations in being or that may be hereinafter enacted or issued relating to protection of the environment, public health, and safety.

12. The DONEE shall submit to the Naval Sea Systems Command (SEA 992), Washington, D.C. 20362, an annual material inspection report on the condition of the Vessel on or before June 30th of each year that this agreement is in effect. The Government will conduct an annual physical inspection of the Vessel.

13. The DONEE acknowledges that it has executed and furnished to the Government representative under this contract the Navy form for "Assurance of compliance with the Department of Defense Directive under Title VI of the Civil Rights Act of 1964"; that it has read the explanation of the Department of Defense accompanying said Navy form; and that all sanctions imposed and actions taken as a result of non-compliance therewith shall be in accordance with DOD Directive 5500.11, dated May 27, 1971, "Non-Discrimination in Federally Assisted Programs."

14. In the event that the Vessel is lost or destroyed prior to the time of delivery by fire, shipwreck, act of Providence or of a foreign power, or by any other means whatsoever, whether by negligence on the part of the Government, or not, this Agreement shall become void and of no effect.

15. Upon delivery to and acceptance by the DONEE, title to the Vessel shall vest in the DONEE and title shall remain in the DONEE unless transferred under Article 9 or Article 19 of this contract.

16. No expense shall result to the Government as a consequence of the transfer of the Vessel to the DONEE or as a consequence of the terms and conditions prescribed hereunder.

17. The Government will have authority to approve or disapprove the nature and types of displays and exhibits, and retail sales activities to be installed in the Vessel, for the purpose of assuring that such displays, exhibits and retail sales activities will not cast discredit upon the Navy or the proud historic tradition of this historic Vessel. The Chief of Naval Operation (CNO) shall nominate and appoint up to four retired officers who shall comprise the Advisory Commission and shall monitor the DONEE'S plans for displays, exhibits, and retail sales activities on the Vessel. In the event the Advisory Commission disapproves any proposed display, exhibit or retail sales activity on the Vessel, and the DONEE does not concur, the Advisory Commission shall notify the CNO. If the matter is not resolved with the DONEE, the CNO shall be requested to make a final determination consistent with the Government's interest in such display, exhibit or retail sales activity and the obligations of the DONEE under its Bond Indenture and/or Lease of Pier 86 from the City of New York. The decision of the CNO shall be treated as a "Contracting Officers" decision for purposes of the disputes clause of this contract. (See Article 18).

ENCLOSURE (1)

18.(a) This contract is subject to the Contract Disputes Act of 1978 (P. L. 95-563).

(b) Except as provided in the Act, all disputes arising under or relating to this contract shall be resolved in accordance with this clause.

(c)(1) As used herein, "claim" means a written demand or assertion by one of the parties seeking, as a matter of right, the payment of money, adjustment, or interpretation of contract terms, or other relief, arising under or relating to this contract. However, a written demand by the Contractor seeking the payment of money in excess of \$50,000 is not a claim until certified in accordance with (d) below.

(2) A voucher, invoice, or other routine request for payment that is not in dispute when submitted is not a claim for the purposes of the Act. However, where such submission is subsequently disputed either as to liability or amount or not acted upon in a reasonable time, it may be converted to a claim pursuant to the Act by complying with the submission and certification requirements of this clause.

(3) A claim by the Contractor shall be made in writing and submitted to the Contracting Officer for decision. A claim by the Government against the contractor shall be subject to a decision by the Contracting Officer.

(d) For contractor claims of more than \$50,000, the Contractor shall submit with the claim a certification that the claim is made in good faith; the supporting data is accurate and complete to the best of the Contractor's knowledge and belief; and the amount requested accurately reflects the contract adjustment for which the Contractor believes the Government is liable. The certification shall be executed by the Contractor if an individual. When the Contractor is not an individual, the certification shall be executed by a senior company official in charge at the Contractor's plant or location involved, or by an officer or general partner of the Contractor having overall responsibility for the conduct of the Contractor's affairs.

(e) For contractor claims of \$50,000 or less, the Contracting Officer must, if requested in writing by Contractor, render a decision within 60 days of the request. For contractor-certified claims in excess of \$50,000, the Contracting Officer must decide the claim within 60 days or notify the Contractor of the date when the decision will be made.

(f) The Contracting Officer's decision shall be final unless the Contractor appeals or files a suit as provided in the Act.

(g) Interest on the amount found due on a contractor claim shall be paid from the date the Contracting Officer receives the claim, or from the date payment otherwise would be due, if such date is later, until the date of payment.

(h) The Contractor shall proceed diligently with performance of this contract, pending final resolution of any request for relief, claim, appeal, or action arising under the contract, and comply with any decision of the Contracting Officer.

19. The Government may, during a national emergency, request the DONEE to return the Vessel and the DONEE shall if and when requested to do so, return the Vessel at no cost or expense to the Government. In the event that the DONEE, or its assigns, shall fail to perform the obligations assumed under this contract, the Secretary of the Navy or his duly authorized representative may terminate this contract, provided that written notice to terminate, specifying the particulars wherein it is claimed that this contract has been violated, is transmitted by registered mail to the DONEE, to the City of New York and to the Trustee under the DONEE's Bond Indenture. The DONEE, the City of New York and/or such Trustee shall have ninety (90) days from the date of receipt of the written notice to cure the violations or deficiencies set forth in said notice or to begin diligent efforts to effect any cure which may require more than ninety (90) days to complete. If, at the end of such time, it appears to the Secretary of the Navy, or his authorized representative, that the same have not been cured, then the Contract shall be terminated, in which event the DONEE shall forfeit to the Government any and all rights that it may have in the Vessel, including rights in any improvements made to the Vessel or fixtures attached by the DONEE, as the Secretary of the Navy or his duly authorized representative may decide, and shall transfer title and return the Vessel to the location at which original delivery was made at no cost or expense to the Government if the Secretary of the Navy or his duly authorized representative so directs.

20. The DONEE agrees to allow representatives of the Government access to all of the donee's records, documents, and facilities, including the Vessel, to assure the accuracy of information provided the donor and compliance with the terms of this contract.

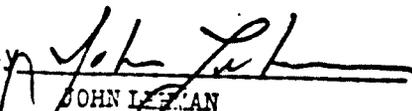
21. To the extent that there is any conflict between this contract and any other contract or agreement, including but not limited to the "Indenture" and the "Pier Lease", entered into by the DONEE, this contract shall control to the extent that any rights, interest, or remedies of the Department of the Navy or the United States of America are involved.

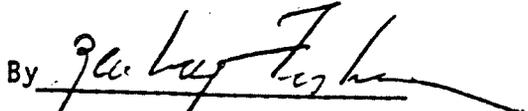
22. The term "Government" as represented by the Department of the Navy means the Secretary, Under Secretary, or Assistant Secretary of the Navy, the Commander, Naval Sea Systems Command, and any other duly authorized representative, acting within the limits of his authority, that the aforesaid designated officials may appoint.

IN WITNESS WHEREOF, this contract has been duly executed as of the date first written above.

The UNITED STATES OF
AMERICA, Represented By
The Department of the Navy,

THE INTREPID MUSEUM
FOUNDATION, INC.

By 
JOHN L. LEHMAN
Secretary of the Navy

By 

7 APR 1981



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND

WASHINGTON, D.C. 20362

NAVSEAINST 4520.1A

3 Nov 1987

IN REPLY REFER TO

SEA OOD
Ser L818

Model Donation Agreement For Combat Material

DONATION AGREEMENT
(CONDITIONAL DEED OF GIFT)

THIS AGREEMENT made as of February 26 1982, between the UNITED STATES OF AMERICA (hereinafter called "the Government" or the donor") represented by the Naval Sea Systems Command, and the American Legion Post 439 (hereinafter called "the donee") operating under the laws of the State of Missouri and located at Valley Park, Missouri 63088.

WITNESSETH:

WHEREAS the Secretary of the Navy is authorized by 10 U.S.C. 2572 (1958) to transfer by gift or loan, without expense to the United States and on terms prescribed by the Secretary, any obsolete combat material not needed by the Department, and the donee is eligible under terms of 10 U.S.C. 2572; and

WHEREAS the donee has requested the following Government-owned obsolete 3-inch mount Mark 22, Ser.#5577. located at the Naval Weapons Support Center Crane, Indiana, and has agreed to assume and pay all costs, charges and expenses incident to the donation, including the cost to any required preparation for transportation to the proposed display site at Valley Park, Missouri.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, the parties hereto agree as follows:

1. The Government agrees (a) to release the obsolete 3-inch mount "as is, where is" basis and without warranty of any kind implied or express and (b) to notify the donee of the available date sufficiently in advance thereof to enable the donee to make necessary arrangements for acceptance.
2. The donee agrees to accept the property on an "as is, where is" basis and be responsible for all arrangements and costs involved in its movement. The donee shall, at no cost to the donor, arrange and pay for the disassembly, packing, crating, transportation, and other actions as necessary for the movement of the donated property to the donee's display location.
3. The donee shall use the donated property in a careful and prudent manner, and shall maintain it and make such repairs to it as are necessary to keep it in a clean and safe condition so that its appearance and use will not discredit the donor. The donee also agrees not to use the donated property as security for any loan, nor sell, lease, rent exchange the property for monetary gain or otherwise, under any circumstances without the prior written approval of the donor.

ENCLOSURE (2)

4. The donee shall indemnify, save harmless, and defend the donor from and against all claims, demands, actions, liabilities, judgments, costs, and attorney's fees, arising out of, claimed on account of, or in any manner predicated upon personal injury, death, or property damage caused by or resulting from possession and/or use of the donated property.
5. The donee agrees to allow authorized representatives of the Government access to the donee's records and facilities to assure accuracy of the information provided the donor and compliance with the terms of this Conditional Deed of Gift.
6. Title is transferred on special condition that the obsolete gun will not be transferred or otherwise disposed of (including redonation) without the written consent of the donor. If disposition by any method (including redonation) without consent of the donor is attempted, title to the property is subject to forfeiture and the Government may require return of the property by the donee or may repossess the property from whomever may have possession thereof and the donee shall bear all expenses of return and repossession as well as all storage costs.
7. Upon the failure of the donee to observe any of the conditions set forth in this Conditional Deed of Gift therefore, title to the donated property shall revert to and vest in the donor. Repossession of all or any part of the donated property by the donor shall be at no cost or expense to the donor, and the donee shall pay all maintenance, freight, transportation, and other charges attributable to such repossession.
8. The donee acknowledges that it has executed and furnished to the Government representative under this Conditional Deed of Gift, the Navy "Assurance of Compliance with the Department of Defense Directive under Title VI of the Civil Rights Act of 1964"; that it has read the explanation of the Department of Defense accompanying said Assurance of Compliance; and that all sanctions imposed and actions taken as a result of non-compliance therewith shall be in accordance with DOD Directive 5500.11, dated 27 May 1971, "Non-Discrimination in Federally Assisted Programs."
9. When the gun is no longer required by the donee disposition instructions will be requested from the donor. All costs of disposition will be borne by the donee.
10. Subject to the condition set forth herein, title to the property shall vest in the donee upon receipt of written acceptance hereof from the donee.
11. The donee shall submit an annual certification to the Naval Sea Systems Command (SEA OOD) on the condition and location of the donated ordnance item.

IN WITNESS WHEREOF, the Government and the donee have caused this Agreement to be signed by their respective duly authorized officers as of the day and year first above written.

UNITED STATES OF AMERICA

By: _____

Agency: Naval Sea Systems Command

Address: Washington, D. C. 20362

ACCEPTANCE

The donee, through its authorized representative, hereby accepts title and delivery of the donated property, subject to the conditions contained in the Donation Agreement set forth above.

Executed on behalf of the donee this _____ day of _____
1982, at _____

American Legion Post #439

By: _____

Title: _____

Address: _____

ASSURANCE OF COMPLIANCE

FORMAT

_____ (hereinafter called "Applicant-Recipient")

(Name of Applicant)

HEREBY AGREES THAT in compliance with Title VI of the Civil Rights Act of 1964, Section 606 of the Federal Property and Administrative Services Act of 1949, as amended, and Section 504 of the Rehabilitation Act of 1973, as amended, no person shall, on the ground of race, color, national origin, sex or handicap, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Applicant-Recipient receives a donation from the (applicable Military Service) and **HEREBY GIVES ASSURANCE THAT** it will immediately take any measures necessary to effectuate this agreement.

This agreement will continue in effect during the time the Applicant-Recipient retains ownership, possession or control of the donated property. Further, Applicant-Recipient agrees and assures that its successors and/or assigns will be required to give an assurance similar to this Assurance as a condition precedent to acquiring any right, title or interest in and to any of the property donated herein.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining a donation of Federally owned property pursuant to (cite applicable statute) consisting of the following items:

(use additional sheet if space is not adequate)

(Quantity and Description of Donated Property)

The Applicant-Recipient recognizes and agrees that such Federal donation will be made in reliance on the representations and agreements made in this assurance, and that the United States will have the right to seek judicial enforcement of this assurance.

THIS ASSURANCE is binding on the Applicant-Recipient, its successors, transferees, and assignees, and the person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Applicant-Recipient.

(Date)

(Applicant-Recipient)

BY

(President, Chairman of Board, or
comparable authorized official)

(Applicant-Recipient's Mailing Address)

3 Nov 1987

NAVSEA ACTIVITY RESPONSIBILITIES FOR ANNUAL
INSPECTION OF MEMORIAL SHIPS

<u>VESSEL</u>	<u>LOCATION</u>	<u>INSPECTING ACTIVITY</u>
USS ALABAMA (ex-BB-60)	MOBILE, AL	SUPSHIP PASCAGOULA
USS ALBACORE (ex-AGSS-569)	PORTSMOUTH, N. H.	PORTSMOUTH NAVAL SHIPYARD
USS BATFISH (ex-AGSS-310)	MUSKEGEE, OK	SUPSHIP NEW ORLEANS
USS BECUNA (ex-SS-287)	PHILADELPHIA, PA	PHILADELPHIA NAVAL SHIPYARD
USS BOWFIN (ex-SS-287)	HONOLULU, HI	PEARL HARBOR NAVAL SHIPYARD
USS CASSIN YOUNG (ex-DD-793)	BOSTON, MA	SUPSHIP BOSTON
USS CAVALLA (ex-AGSS-244)	GALVESTON, TX	SUPSHIP NEW ORLEANS
USS CLAMAGORE (ex-SS-343)	MT. PLEASANT, SC	SUPSHIP CHARLESTON
USS COBIA (ex-AGSS-245)	MANITOWOC, WI	SUPSHIP STURGEON BA
USS COD (ex-SS-224)	CLEVELAND, OH	PHILADELPHIA NAVAL SHIPYARD
USS CONSTELLATION	BALTIMORE, MD	SUPSHIP PORTSMOUTH
USS DRUM (ex-AGSS-228)	MOBILE, AL	SUPSHIP PASCAGOULA
USS JOSEPH P. KENNEDY, JR. (ex-DD-850)	FALL RIVER, MA	SUPSHIP BOSTON
USS KIDD (ex-DD-661)	BATON ROUGE, LA	SUPSHIP NEW ORLEANS
USS INTREPID	NEW YORK, NY	SUPSHIP BROOKLYN

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<u>VESSEL</u>	<u>LOCATION</u>	<u>INSPECTING ACTIVITY</u>
USS LAFFEY (ex-DD-724)	MT PLEASANT, SC	SUPSHIP CHARLESTON
USS LING (ex-AGSS-297)	HACKENSACK, NJ	SUPSHIP BROOKLYN
USS LIONFISH (ex-SS-298)	FALL RIVER, MA	SUPSHIP BOSTON
USS LITTLE ROCK (ex-CG-4)	BUFFALO, NY	PHILADELPHIA NAVAL SHIPYARD
USCG W. MCLANE (ex-WMEC-146)	CHICAGO, IL	SUPSHIP STURGEON BAY
USS MARLIN (ex-SST-2)	OMAHA, NE	SUPSHIP STURGEON BAY
USS MASSACHUSETTS (ex-BB-59)	FALL RIVER, MA	SUPSHIP BOSTON
MINE SWEEPER (ex-MSB-5)	FORT WORTH, TX	SUPSHIP NEW ORLEANS
USS NORTH CAROLINA (ex-BB-55)	WILMINGTON, NC	SUPSHIP CHARLESTON
USS OLYMPIA (ex-CA-6)	PHILADELPHIA, PA	PHILADELPHIA NAVAL SHIPYARD
USS PAMPANITO (ex-SS-383)	SAN FRANCISCO, CA	SUPSHIP SAN FRANCISCO
USS REQUIN (ex-AGSS-481)	TAMPA, FL	SUPSHIP JACKSONVILLE
USS SILVERSIDES (ex-AGSS-236)	MUSKEGON, MI	SUPSHIP STURGEON BAY
USS STEWART (ex-DD-238)	GALVESTON, TX	SUPSHIP NEW ORLEANS
USS SULLIVANS (ex-DD-537)	BUFFALO, NY	PHILADELPHIA NAVAL SHIPYARD
USS TEXAS (ex-BB-35)	LAPORTE, TX	SUPSHIP NEW ORLEANS

<u>VESSEL</u>	<u>LOCATION</u>	<u>INSPECTING ACTIVITY</u>
USS TORSK (ex-AGSS-423)	BALTIMORE, MD	SUPSHIP PORTSMOUTH
GERMAN-U-BOAT (U-505)	CHICAGO, IL	SUPSHIP STURGEON BAY
USS YORKTOWN (ex-CVS-10)	MT. PLEASANT, SC	SUPSHIP CHARLESTON
NAVY CRAFT (ex-YP-587)	SOUTHFIELD, MI	SUPSHIP STURGEON BAY
PATROL CRAFT (ex-PTF-17)	BUFFALO, NY	PHILADELPHIA NAVAL SHIPYARD

Enclosure (4)

ANNUAL SHIP MEMORIAL INSPECTION FORMAT

SHIP		INSPECTING ACTIVITY			REMARKS
DATE	INSPECTOR	INTERIOR COMPARTMENTS AND	INTERIOR COMPARTMENTS AND	INTERIOR COMPARTMENTS AND	
LOCATION	EXTERNAL	B-PASSAGEWAYS OPEN TO PUBLIC	C-NOT OPEN TO PUBLIC	PASSAGEWAYS	
ITEM	A-GENERAL	B-PASSAGEWAYS OPEN TO PUBLIC	C-NOT OPEN TO PUBLIC	(SELECTED SPACES)	
	CODE	YES	NO		
1. Is space clean?	A				
	B				
2. Is space free of excess combustible material?	A				
	B				
	C				
3. Is painting and preservation neat and presentable?	A				
	B				
4. Are all ladders and openings protected by handrails?	A				
	B				
5. Are firefighting equipments and warning devices operable?	A				
	B				
	C				
6. Is lighting operable and adequate?	B				
7. Are directional signs in place and adequate to clearly indicate exit routes?	B				
8. Is ventilation operable and adequate?	B				
9. Is there evidence of excessive metal waste, pitting, or other evidence of corrosive attack on strength members and plating?	A				
	B				
	C				

ITEM	CODE	YES	NO	REMARKS
10. Are all electrical systems and devices properly insulated and grounded?	A			
	B			
11. Are tripping hazards and protrusions which might cause injury removed or labeled with adequate warning signs?	A			
	B			
12. Are sanitary facilities clean and operable?	B			
13. Are areas which might become slippery when wet provided with a coating which will insure secure footing?	A			
	B			
14. Are control devices, which might cause injury or damage material, if operated by the general public, properly protected from unauthorized operation?	A			
	B			
15. Are nonpublic areas of ship properly secured to prevent unauthorized entrance?	C			
16. Are all ladders properly secured?	A			
	B			
17. Are all hatches properly secured to prevent inadvertent closure?	A			
	B			
	C			

ITEM	CODE	YES NO		REMARKS
18. Are any flammable liquids aboard properly stowed?	A			
	B			
	C			
19. Does emergency lighting operate properly?	B			
20. Is the ship properly sealed against potential weather damage?	A			
	B			
21. Do aircraft warning lights and area illumination surrounding the ship operate properly?	A			
22. Are shore power connections in good condition?	A			
23. Are proper procedures and equipment available for personnel who must enter closed or poorly ventilated spaces?	C			
24. Is space free from sources of water accumulation?	A			
	B			
	C			
25. Is there evidence of excessive corrosion in areas of water accumulation?	A			
	B			
	C			
26. Do all propulsion systems remain inactivated?	C			
27. Are moorings adequate to prevent vessel from becoming a navigational hazard?	A			
28. Are sanitary and waste water drains handled in a manner consistent with environmental pollution laws?	B			

ITEM	CODE	YES	NO	REMARKS
29. Are life rings or other flotation devices available for instant use in event of man overboard?	A			
30. Is required insurance in effect?	A			
31. Are there inclined ladders with worn smooth treads?	A			
	B			
32. Are there deck plate gratings not properly secured?	B			
	B			
33. Are there ladder rungs, threads, toggles, handrails, chains, bolts, which are missing, loose or deteriorated?	B			
34. Is pipe and bulkhead insulation which may contain asbestos properly sealed?	B			
	C			
35. Is there oil soaked missing, torn, inadequate lagging?	B			
36. Are there coupling guards not installed on rotating machinery?	B			
37. Is there loose or missing rubber matting adjacent to electrical or electronic equipment/switchboards?	B			
38. Are there ventilation systems excessively dirty, contaminated with oil/grease?	B			
39. Are there frozen/inoperative fire main/plug valves?	B			

ITEM	CODE	YES	NO	REMARKS
40. Are there fire plugs/missing equipment/not properly made up/hoses frayed? Nozzles/applicators missing/inadequate?	B			
41. Are there jury-rigged wiring/controllers, overfusing?	B			
42. Are there safety disconnect switches (main power/synchro voltage) not installed within same compartment as associated equipment?	B			
43. Are there covers missing from power panels/electronic equipment?	A			
44. Are there accommodation ladder deficiencies, e.g., bolts, pins, accessories missing/unsafe?	A			
45. Are there life lines/stanchions/double "J" hooks/safety chains, missing/inadequate/installed improperly?	A			
46. Are there machinery space bilges contaminated with oil/debris?	C			

ITEM	CODE	YES	NO	REMARKS
47. Is the galley closed and no food prepared aboard the vessel?	B			
48. Are vermin under control?	A			
	B			
	C			
49. Is the boarding brow, ramp and mooring arrangement safe?	A			
	B			
	C			
50. Is the overall appearance of the vessel satisfactory?	A			
	B			
	C			
51. Is a copy of the ship's booklet of general plans stored in a location near the ship, readily available in an emergency?	A			
	B			
	C			
52. Is all ordnance and combat material demilitarized per DOD INST 4160.21M-1?	A			
	B			
	C			
53. Has all classified material been removed from the ship?	A			
	B			
	C			

SUBMIT THE COMPLETED REPORT TO THE ORGANIZATION TO WHICH THE SHIP WAS DONATED, WITH A COPY TO NAVSEA OOD

Enclosure (4)

