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| Strategic RelationshipAgreement | Version **1** | Date Effective: March 31, 2016 | Section: **N/A** |
| Prepared by: **BAB** | Approved/Reviewed by: | Page **1** of **3** |
| Prepared Date: | BoD: TAC: |  |
| **March 1, 2016** | ED: Counsel: N/A |  |
|  | Accountant: **N/A** |  |



**STRATEGIC RELATIONSHIP AGREEMENT**

**THIS STRATEGIC RELATIONSHIP AGREEMENT** (the “Agreement”), is made and entered into this day of , 201 (“Effective Date”), by and between the Offshore Service Vessel Dynamic Positioning Authority, Inc., and all persons associated therewith, a corporation based in New Orleans, Louisiana (the “OSVDPA”), and

 , and all persons associated therewith, a company having its principal place of business in , (the “Training Provider”).

**WHEREAS**, the OSVDPA is a non-profit (501(c)(6)) incorporated for the purpose of establishing competency standards and training requirements and a training system for the dynamic positioning of offshore service vessels and assessing and certifying dynamic positioning operators (“DPOs”) against these standards (the “Certification Scheme”); and

**WHEREAS**, the Training Provider represents that it possesses the expertise, qualified personnel, facilities, and equipment necessary to properly and lawfully provide and supply various training and accreditation services to the OSVDPA and OSVDPA applicants; and

**WHEREAS**, the OSVDPA seeks to accredit the Training Provider and certify certain qualified personnel thereof to conduct training courses meeting the OSVDPA standards and administer OSVDPA assessments; and

**WHEREAS**, the Training Provider and the OSVDPA desire to enter into a business relationship whereby the OSVDPA engages the Training Provider to provide training and assessments of prospective DPOs and DPOs seeking certification or revalidation of their certificates from the OSVDPA; and

**WHEREAS**, the OSVDPA and the Training Provider have considered their respective obligations and responsibilities and the legal consequences of entering into a binding Strategic Relationship Agreement and are desirous of doing so;

**NOW THEREFORE,** in consideration of the covenants and agreements set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the specifications and special provisions set forth in the exhibits referenced, incorporated and/or attached hereto and made a part hereof, the Training Provider and the OSVDPA hereby agree as follows:

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1. **TRAINING PROVIDER RESPONSIBILITIES.** The Training Provider hereby agrees that it will adhere to all policies and procedures set forth in OSVDPA MPP-1-CV, the OSVDPA’s Manual of Policies and Procedures (Current Version) (“OSVDPA MPP-1-CV”), incorporated herein, for training providers. The Training Provider agrees to fully advise all employees, including but not limited to instructors, personnel, and staff, of all terms and conditions hereof and obtain their express agreement to be bound hereunder.
2. **TERM.** The term of this Agreement shall commence on the date of its execution by the parties and will expire or terminate in accordance with the terms and conditions set forth for the termination of the Agreement between the Training Provider and the OSVDPA in OSVDPA MPP-1-CV.
3. **PRICING AND PAYMENT.** The Training Provider agrees to pay the OSVDPA all fees required by OSVDPA MPP-1-CV in the amounts and timeframes set forth in OSVDPA FS-1-CV, the OSVDPA’s Fee Schedule (Current Version) (“OSVDPA FS-1-CV”), incorporated herein, for the opportunity to provide training and accreditation services to potential OSVDPA applicants.
4. **INSURANCE.** At all times during the term of the Agreement, the Training Provider agrees to obtain and maintain, at its own expense, all policies and coverages of insurances set forth in and required by OSVDPA MPP-1-CV for training providers. Such insurance shall be in form, in amounts, with carriers and on terms in compliance with the terms and conditions of the OSVDPA MPP-1-CV. The Training Provider shall provide the OSVDPA with certificates of insurance evidencing such coverage upon request. Without limitation to the foregoing, the Training Provider warrants that it has sufficient insurance to cover all of its liabilities under this agreement.
5. **INDEMNIFICATION.** Each party (“Indemnifying Party”) shall indemnify the other party and its officers, directors, employees, affiliates, and successors and assigns (collectively, the “Indemnified Parties”) against, and hold them harmless from, any and all claims, liabilities, costs, damages and/or expenses of any kind, including without limitation court costs and reasonable attorneys’ fees, arising out of or in connection with (a) the negligent or willful acts or omissions of the Indemnifying Party, its employees, independent contractors and/or agents, (b) any breach of this Agreement (including, without limitation, any representation or warranty contained herein) by the Indemnifying Party, its employees, independent contractors, and/or agents, (c) any property damage, bodily injury, personal injury, advertising injury, and wrongful death caused directly or indirectly by the negligent or willful acts or omissions of the Indemnifying Party or its employees, independent contractors and/or agents, and (d) any infringement or violation by the Indemnifying Party of any patent or registered design, copyright, trademark, trade name, license or other proprietary right of any third party. This section shall survive termination of the Agreement.
6. **ASSIGNMENT.** This Agreement may be assigned only with the express written consent of the OSVDPA. If this Agreement is assigned, assignee and the Training Provider shall nevertheless be liable to the OSVDPA under the terms hereof.
7. **CONFIDENTIALITY.** The Training Provider hereby agrees that it will continue to adhere to all of the terms and conditions of OSVDPA NDA-1-001, the OSVDPA Training Provider Non-

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Disclosure Agreement (Version 001) (“OSVDPA NDA-1-001”), incorporated herein, previously entered into by the parties hereto.

# MISCELLANEOUS PROVISIONS.

* 1. Savings and Severability Clause. Should any part of this Agreement be declared invalid by a court of competent jurisdiction, the remaining parts of this Agreement shall remain valid and enforceable. If any court of competent jurisdiction finds that this Agreement is in any way overbroad, or unenforceable for any reason, it is the specific intent and desire of the parties that the court shall not deem the Agreement or any provisions thereof invalid, but shall instead reform the language of the Agreement so that it is legally enforceable, and as close in effect to the language as originally written.
	2. Amendment; Waivers. This agreement may be amended only by a writing signed by each party hereto. Any party may waive any breach of this Agreement by the other; provided, however, that no such waiver shall be deemed to constitute a waiver of similar or other breaches by such other party.
	3. Governing Law. This Agreement shall be construed in accordance with and governed by the substantive law of the State of Louisiana, without regard to the law concerning conflicts of law.
	4. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constituted one and the same instrument.
	5. Paragraph Headings. All paragraph headings used are for the convenience of the parties only and shall not be considered a part of the Agreement nor used to interpret or construe the intent of the parties hereunder.

**IN CONSIDERATION OF THE FOREGOING AND IN WITNESS WHEREOF**, the parties hereby

execute this Agreement as of the day and year written above.

# Offshore Service Vessel Dynamic

**Positioning Authority, Inc.**

(the “OSVDPA”)

By:

(Name of the “Training Provider”) By (Signature of Principal):

Name: Title: Date:

Name: Title: Date: