



Over Twenty-five Years of Collaboration & Innovation to Improve the U.S. Maritime Industry

Ship Operations Cooperative Program RFP

AROCEMBARC2022-01

November, 2022

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REQUEST FOR PROPOSAL- AROCEMBARC2022-01

1. PURPOSE AND SCOPE

- 1.1. The Ship Operations Cooperative Program (SOCP) seeks an independent contractor with subject matter expertise to work with SOCP's *Achieving a Respectful Onboard Culture* (AROC) Project Team to review SOCP's current Sexual Assault and Sexual Harassment (SASH) Prevention and Response products and provide guidance on how to improve and update the next iteration of these products. See ***Exhibit A Statement of Work*** for more detailed information and context.
- 1.2. SASH Prevention and Response products include Computer Based Training (CBT), a Best Practices Guide, and other pertinent materials and tools (Tool Kits) to support survivors and strengthen a culture of accountability in the U.S. Merchant Marine. These SASH Prevention and Response products for review and input by the contractor under this Agreement must comply with Annex 1.
- 1.3. In addition to this Request for Proposal (RFP) for a qualified entity capable of providing services to review and identify updates to the current SASH Prevention products, this contractor will also assist in providing guidance for conformance with the U.S. Department of Transportation Maritime Administration (MARAD) Maritime Cultural Transformation Training Resources – *Every Mariner Builds A Respectful Culture* (EMBARC) Standards Update.

2. PERFORMANCE PERIOD

- 2.1. The performance period for this contract award will be 30 days from the contract award date. This contract contains no options to renew.

3. CONTRACT TYPE

- 3.1. This contract is a fixed price contract.

4. BUDGET

- 4.1. SOCP estimates a budget of between \$5000 and \$12,000 for the completion the of this project. Proposals priced at more than \$12,000 will be considered non-responsive.

5. DEADLINE

- 5.1. SOCP requests interested entities to submit their technical and cost proposals electronically by 5:00 p.m. ET, November 28, 2022, to the SOCP Program Administrator at programadmin@socp.us.

6. BACKGROUND

- 6.1. Established in 1993, the SOCP is a non-profit organization comprised of maritime industry professionals that promote beneficial innovations in ship and other maritime operations through the identification, development, and application of new methods, tools, and technologies. The SOCP's overall objective is to improve the safety, productivity, efficiency, security, and environmental performance of U.S. vessel operations. All U.S. based vessel operators and organizations that support vessel operations are eligible to participate in the program. With the support of the Maritime Administration (MARAD), business, workforce, education, and government are working together to address common challenges and identify new solutions for improvements in U.S. ship operations. The members, with oversight from the cooperative's elected officers, govern the SOCP.

7. SOCP SASH PREVENTION PRODUCTS

- 7.1. Please refer to the SOCP website, <https://www.socp.us/sash-prevention>, for additional information about the following SASH Prevention products to be reviewed and updated:
 - 7.1.1. SASH Computer Based Training
 - 7.1.2. SASH Best Practices Guide
 - 7.1.3. SASH Toolkit - Posters, Facilitator and Student Workbooks, PowerPoint Presentation (PPTX), and Quick Reference Guides

8. QUALIFICATIONS OF BIDDER

- 8.1. For Bidders to be considered responsive, Bidders must meet these minimum requirements by submission of resumes, certificates, and licenses:
 - 8.1.1. Hold a valid State business license.
 - 8.1.2. Hold Federal Identification Number.
 - 8.1.3. Hold a current System for Award Management (SAM) registration.
 - 8.1.4. Cannot have a tax delinquency.
 - 8.1.5. Cannot have a felony conviction.

- 8.1.6. Have a minimum of 5 years' experience with SASH prevention with an organization that assists victims or assists in establishing policy on SASH prevention.
 - 8.1.7. Demonstrate experience in SASH prevention, victim advocacy, curriculum development, Diversity, Equity, and Inclusion (DEI), and informed care.
 - 8.1.8. Verifiable qualifications and necessary skills to perform the review and provide guidance in a timely manner.
 - 8.1.9. Verifiable fiscal responsibility necessary to perform all obligations of any contract resulting from this RFP.
- 8.2. A Bidder's failure to meet these above minimum requirements and/or provide the verifying documentation will cause their proposal to be considered non-responsive and rejected.

9. TECHNICAL PROPOSAL

- 9.1. The Bidder's Technical Proposal must include:
- 9.1.1. Supporting details for performing the work as outlined in **Exhibit A – Statement of Work**.
 - 9.1.2. A signature by an individual authorized to bind the Bidder to the provisions of the RFP. Proposals must remain open and valid for at least 90 days from the date set as the deadline for receipt of proposals.
 - 9.1.3. Information about the Bidder's organization, services, facilities, capability, and professional expertise to perform the tasks required by this RFP.
 - 9.1.4. Provide Bidder's proposed technical and project management approach.
 - 9.1.5. Project timeline, including milestone schedule with anticipated dates for completing the SOCP required work in the most cost-effective manner.
 - 9.1.6. A statement indicating whether the firm or individual(s) working on the contract has a possible conflict of interest. SOCP reserves the right to consider a proposal nonresponsive and reject it or cancel the award if any interest disclosed from any source could give the appearance of a conflict or cause speculation as to the objectivity of the contract to be performed by the Bidder.
 - 9.1.7. Names and resumes of all key individual(s) proposed by the Bidder for this RFP work. *Highlight the relevant experience of proposed key personnel with the RFP required work.*
 - 9.1.8. Demonstrate proposed key personnel's relevant technical skills for the required work; ability to perform SOCP required tasks, project management skills; and ability to provide cost-effective development.
 - 9.1.9. Examples of similar relevant work completed by the Bidder.

- 9.1.10. Three references to include organization name, Point of Contact name, title, phone number, email, and a brief description of work performed for them.
- 9.1.11. Details of any insurance coverage held by the Bidder during the SOCP contract.
- 9.1.12. A detailed proposal outlining how the Scope of Work for this project will be completed.
- 9.2. List any requested changes to the SOCP terms and conditions in **Exhibit C – AROCEMBARC2022-01 Contract**.
- 9.3. Bidders are expected to convey their recommended approach clearly and concisely.
- 9.4. All supporting documentation submitted with the proposal will become the property of SOCP unless otherwise requested by the Bidder at the time of submission.
- 9.5. All costs incurred by any Bidder in preparing its response to this RFP shall be the sole responsibility of the Bidder; SOCP shall have no liability whatsoever in this regard.

10. COST PROPOSAL

- 10.1. Bidder's best price estimate shall be submitted by completing **Exhibit B – Cost Proposal**.
- 10.2. The proposal shall provide a fixed cost.

11. EVALUATION FACTORS

- 11.1. The contract will be awarded to the Bidder whose proposal will be the most advantageous to SOCP based on the following listed evaluation factors:
 - 11.1.1. Technical knowledge and performance capability of the Bidder and Bidder's proposed key personnel to perform the services required by SOCP. (40%)
 - 11.1.2. Price. (30%)
 - 11.1.3. Past performance by Bidder and Bidder's proposed key personnel in recent and relevant work. (20%)
 - 11.1.4. Schedule. (10%)
- 11.2. If there are several Bidders within a similar range, SOCP reserves the right to either award based upon initial proposals or request Best and Final Offers (BAFO).
- 11.3. SOCP reserves the right to request any additional information in writing or orally from the Bidders to clarify their proposals.

12. TENTATIVE SCHEDULE*

Issue RFP	18 November 2022
Deadline for Receipt of Proposals	28 November 2022
Proposal Evaluation Committee Due Date	12 December 2022
Notice to Award Issued	16 December 2022
Contract Start	19 December 2022
Project Kick-Off Meeting	21 December 2022
Project Due Date	19 January 2023

*SUBJECT TO CHANGE AT SOCP'S DISCRETION

13. SUBMISSION

- 13.1. Proposals must be submitted electronically to programadmin@socp.us by Close of Business on 28 November 2022.

14. CORRESPONDENCE

- 14.1. Submit all correspondences, including questions and proposals, via email to SOCP at programadmin@socp.us.

15. ENCLOSURES

- 15.1. Exhibit A - Statement of Work
- 15.2. Exhibit B - Cost Proposal
- 15.3. Exhibit C - AROCEMBARC2022-01 Contract
- 15.4. ANNEX 1 - MARAD Requirements

AROCEMBARC2022-01

Exhibit A – STATEMENT OF WORK

1. Scope of Work

1.1. The Recipient shall complete the following scope of work:

- 1.1.1. Review and propose updates to the content of the June 2017 version of SOCP **Best Practices Guide** on Prevention of Sexual Harassment & Sexual Assault in the US Merchant Marine.
- 1.1.2. Review and propose updates to the current **SOCP SASH Prevention Tools** which include:
 - Posters,
 - Facilitator and Student Workbooks,
 - PowerPoint Presentation (PPTX), and
 - Quick Reference Guides.
- 1.1.3. Review and propose updates to the current **SOCP Computer Based Training (CBT)** on Maritime Sexual Assault and Sexual Harassment (SASH) Prevention, which should include but not limited to:
 - Scenarios that would rotate to keep the training fresh, with more breadth of content for participants.
 - The CBT shall include interactive features, knowledge checks and assessments, and provide ability to print completion certificates.
- 1.1.4. Review and identify SASH prevention and response best practices, templates, and other tools which could assist vessel operators, provide support to survivors, and strengthen a culture of accountability.
- 1.1.5. Review and identify available materials and tools that provide additional resources to the U.S. vessel owners/operators, maritime labor unions, MARAD, USCG and other stakeholders to facilitate a culture change within the maritime industry that promotes respect for all.

2. Target Audience

2.1. The primary target audience includes:

- 2.1.1. Professional merchant mariners on vessels of all types covering all U.S. Merchant Marine segments – oceangoing, coastwise, Great Lakes, inland, harbor, towing, offshore industry, cruise, ferries, dredging, research vessels, government-owned, etc.
- 2.1.2. Students, faculty and administrators at maritime academies, union schools and other U.S. merchant mariner training institutions.
- 2.1.3. Shore based personnel managing or interacting with merchant mariners, cadets, apprentices, students, etc.
- 2.1.4. The additional audience could also include other segments of the U.S. maritime industry including but not limited to:
 - Vessel Agents
 - Pilots
 - Marine Terminal personnel
 - Longshoremen
 - Other personnel working in U.S. ports.
 - Ship building and ship repair industry personnel.
 - Contractors, subcontractors, vendors interacting with merchant mariners.

3. SOCP Contribution

- 3.1. The SOCP AROC Team and the SOCP AROC Executive will work closely with the contractor and will review all materials generated by the Contractor prior to finalization.
- 3.2. The SOCP Project Team will provide commercial maritime industry expertise.

4. Project Schedule & Milestones

- 4.1. Contractor shall submit their proposed project schedule and milestones in the Contractor's Technical Proposal. The contractor's proposed project schedule and milestones will include but not be limited to:
 - 4.1.1. Proposed meetings with SOCP AROC Team
 - 4.1.2. Contractor shall submit an updated Project Schedule and Milestones with each Weekly Progress Report.

5. Project Deliverables

- 5.1. Contractor shall prepare and submit all project deliverables to the SOCP Program Administrator and SOCP AROC Executive in accordance with the SOCP approved timeline, including but not limited to:
 - 5.1.1. Project Schedule and Milestone Plan
 - 5.1.2. Weekly email reports and meetings summarizing the project status, milestones, and any issues requiring SOCP action by Close of Business (COB) each Friday to the SOCP AROC Chairperson (copying the SOCP Program Administration).
 - 5.1.3. A Final Summary Report in a mutually agreed format summarizing the review and areas for improvement to include a matrix for each SASH prevention product, logically analyzing the product(s) non-conformance, identifying the regulatory standard or best practice to which conformance is required, and describing the update or improvement necessary for conformance. The report should also contain comments on the positive aspects of the SASH prevention products and format.

6. Project Resources and References

- 6.1. Contractor shall review and utilize the references listed in Annex 1 – MARAD Requirements – Shipboard Climate Training Content.



EXHIBIT B - COST PROPOSAL

AROCSEMBARC2022-01

This Cost Proposal must be submitted in response to this Request for Proposal. A failure to submit this Cost Proposal will result in the proposal submission being considered the non-responsive. Bidders must complete and submit all portions of this fixed fee price cost proposal. Failure to do so will result in the proposal being declared non-responsive and rejected. No alterations to this Cost Proposal Form are allowed.

Bidder's Name: _____

Enter a lump sum, all-inclusive cost to complete all tasks and associated deliverables listed in the Exhibit A Statement of Work.

Task	Description	Estimated Cost
1	Development of Project Schedule and Milestone Plan	
2	Kickoff Meeting	
3	Weekly Progress Reports and Meetings when Determined	
4	Review and Propose Updates to SOCP Best Practices Guide	
5	Review and Propose Updates to the SOCP SASH Prevention Tools	
6	Review and Propose Updates to the SOCP CBT	
7	Final Summary Report	
Total Cost (Task 1 through Task 7)		\$



SOCP Contract No: AROCEMBARC2022-01

This Agreement is made between Ship Operations Cooperative Program Inc. (hereinafter referred to as "SOCP"), 23112 NE 144th Street, Woodinville, WA 98077, and _____, (hereinafter referred to as the "Contractor").

Whereas, SOCP desires to retain Contractor to provide qualified individual(s), services, and all office facilities necessary to cost-effectively and efficiently perform all tasks, functions and responsibilities in accordance with Exhibit A - Statement of Work; Exhibit B - Cost Proposal, dated _____, 2022; Exhibit C – Technical Proposal; and Exhibit D – Contract dated _____, 2022.

Now, therefore, for and in consideration of the premises and covenants made herein and their full performance, the parties hereto agree as follows:

1. SERVICES OF CONTRACTOR

- 1.1. Contractor agrees to provide to SOCP qualified individual(s), services, and all equipment and facilities necessary to cost-effectively and efficiently perform all functions and responsibilities in accordance with the following documents which are incorporated herein by reference as part of this contract:
- 1.2. Exhibit A – Statement of Work
- 1.3. Exhibit B – Cost Proposal
- 1.4. Exhibit C – AROCEMBARC2022-01 Contract
- 1.5. Annex 1 – MARAD Requirements

6. SOCP REPRESENTATIVES

- 6.1. SOCP has designated the following individuals to act as SOCP representatives who shall have the authority to transmit instructions, receive information, and render decisions and approvals with regard to CONTRACTOR for the project, as follows:

Project Executive

Chris Nette
SOCP Project Executive
chrisnette@oceanshipholding.com
Office: (857) 939-8169

Contract Administrator

Dean Lee
SOCP Program Administrator
Tel: (301) 538-7627
programadmin@socp.us

7. INDEPENDENT CONTRACTOR STATUS

- 7.1. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venture or partner of SOCP. Nothing in this Agreement shall be interpreted or construed as creating or establishing the relationship of employer and employee between SOCP and Contractor or any employee, subcontractor or agent of Contractor. Both parties acknowledge that neither Contractor nor its subcontractors, employees, consultants nor independent contractors are employees of SOCP for state or federal tax purposes or any other obligations.

8. ASSIGNMENT

- 8.1. Contractor shall not assign this Agreement without the prior express written consent of SOCP. Contractor's request for any assignment shall include the proposed Assignee's technical and cost proposals to meet all requirements of the original SOCP RFP that resulted in this Agreement. SOCP consent shall not be unreasonably withheld if the Contractor and Contractor's proposed assignee can satisfactorily demonstrate to SOCP that the proposed assignee can provide qualified individual(s), services and facilities similar or better or more cost-effectively than as outlined in the Contractor's technical and cost proposals.
- 8.2. Contractor shall remain liable for complete performance of Contractor's obligations under this Agreement by Contractor's assignee.

9. MUTUAL NONDISCLOSURE AGREEMENT

9.1. The Contractor hereby acknowledges and agrees that the duties and services to be performed by the Contractor's employees and sub-contractors under this Agreement are special and unique and that as a result of this Agreement, the Contractor's employees and sub-contractors will have access to, acquire, develop and/or use information of a special and unique nature and value that is not generally known to the public or to the SOCP's industry, including, without limitation, certain software programs, documentation, video, customer lists, lists of licensors and licensees, contract prices for the SOCP's services, equipment configurations, records, mailing lists, and other similar information and that all such information being hereinafter referred to as "Confidential Information". The Contractor further acknowledges and agrees that the Confidential Information is of great value to the SOCP, and that the restrictions and agreements contained in this Agreement are reasonably necessary to protect the Confidential Information and the goodwill of the SOCP. The Contractor further acknowledges and agrees that during the contract and at all times thereafter, the Confidential Information shall be deemed and treated as confidential, shall not be disclosed to third parties and except as required by law shall not be used for any other purpose other than as required for performance of this contract. Accordingly, the Contractor hereby agrees that:

- 9.1.1. The Contractor's employees and sub-contractors will not, while performing under this Agreement or at any time thereafter, directly or indirectly, except as required by the their performance of the duties under this Agreement (and consistent with prudent business practices and the Contractor's and SOCP policies), or as otherwise authorized in writing by the SOCP for the benefit of the SOCP, disclose, divulge or communicate to any person, firm, partnership, corporation, limited liability company, organization or other entity, other than the SOCP (hereinafter referred to as "Third Parties"), in any manner whatsoever, or use or cause or authorize any Third Parties to use, the Confidential Information, except as required by law; and
- 9.1.2. Upon the termination of any of the Contractor's employee's and/or subcontractors' performance under this Agreement for any reason whatsoever, the Contractor shall deliver or cause to be delivered to the SOCP any and all Confidential Information and any other property, documents and materials belonging to the SOCP or relating to its business, or for which the SOCP is liable to others, regardless of the medium upon which it is stored.
- 9.1.3. **Non-Disclosure of Former Employers' or Clients' Confidential Information.** The Contractor represents and warrants that its performance under this Agreement with the SOCP will not breach any existing agreement or covenant that the Contractor and/or its employee(s) and/or its subcontractor(s) have signed with any other person, firm or corporation, or violate any legal duty that the Contractor and/or its employee(s) and/or its subcontractor owe(s) to such other person, firm or corporation. The Contractor will not disclose to the SOCP, or use

on the SOCP's behalf, any trade secrets or proprietary information belonging to any of the Contractor's prior employers or clients or any other person, firm or corporation without obtaining appropriate authorization for SOCP use under this contract from the owner of such proprietary information.

10. REMEDIES

10.1. Injunctive Relief: The Contractor expressly acknowledges and agrees that the business of the SOCP members is highly competitive and that a violation of any of the provisions of Article 10.1 would cause immediate and irreparable harm, loss and damage to the SOCP and SOCP members which is not adequately compensable by a monetary award. Without limiting any of the other remedies available to the SOCP and SOCP members at law or in equity, or the SOCP's and /or SOCP members' right or ability to collect money damages, the Contractor agrees that any actual or threatened violation of any of the provisions of Article 10.1 may be immediately restrained or enjoined by any court of competent jurisdiction, and that a temporary restraining order or emergency, preliminary or final injunction may be issued in any court of competent jurisdiction. Contractor further acknowledges that the restrictions contained in Article 10.1 are reasonable in scope and duration, will not prevent Contractor from earning a livelihood during the applicable periods of restriction, and are necessary to protect the legitimate interests of the SOCP and SOCP members. Notwithstanding anything to the contrary contained in this Agreement, the provisions of this Article shall survive the termination of this Agreement.

10.2. Enforcement: It is the desire of the parties that the provisions of Article 10.1 be given the broadest interpretation permitted by law and enforced to the fullest extent permissible under the laws and public policies in each jurisdiction in which enforcement might be sought. Accordingly, if any particular portion of Article 10.1 shall ever be adjudicated as invalid or unenforceable, or if the application thereof to any party or circumstance shall be adjudicated to be prohibited by or invalidated by such laws or public policies, such section or sections shall be (i) deemed amended to delete there from such portions so adjudicated or (ii) modified as determined appropriate by such a court, such deletions or modifications to apply only with respect to the operation of such section or sections in the particular jurisdictions so adjudicating on the parties and under the circumstances as to which so adjudicated.

11. TERMINATION

11.1. This Agreement shall terminate automatically on the occurrence of any of the following events:

11.1.1. Bankruptcy or insolvency proceedings commenced by or brought against either party, and in the latter case not dismissed within sixty (60) days following service of such proceedings;

11.1.2. Dissolution of either party

11.1.3. Death or permanent disability of Contractor (if Contractor is a sole proprietor).

11.1.4. The Contractor shall be paid for valid work performed through date of termination.

11.1.5. Should Contractor default on the performance of this Agreement or breach any of its material provisions, SOCP, at SOCP's option, may terminate this Agreement by giving written notice to Contractor. In the event of such termination, Contractor shall be paid only for services rendered through the date of termination, and any work product, notes or other related materials in Contractor's possession immediately transferred to SOCP. For purposes of this paragraph, material breach of this Agreement shall include, but not be limited to, the following:

11.1.5.1. Failure to provide a product or service meeting the stated specifications or requirements.

11.1.5.2. Failure to meet stated deadlines.

11.1.5.3. Failure to comply with any material provisions of this Agreement.

11.1.5.4. Malfeasance.

11.2. Should SOCP default on the performance of this Agreement or breach any of its material provisions, Contractor, at Contractor's option, may terminate this Agreement by giving not less than thirty (30) days written notice to SOCP. For purposes of this paragraph, material breach of this Agreement shall include, but not be limited to the following:

11.2.1. Failure to make payment, in accord with the terms of this Agreement, for services rendered by Contractor.

11.2.2. Repeated Failure to provide reasonable access to SOCP Vessels as required for Contractor's performance of services.

11.2.3. Failure to comply with any material provision of this Agreement.

11.2.4. This Agreement may be terminated at any time by mutual agreement of the parties on such terms as they may agree.

12. DEATH OR DISABILITY OF CONTRACTOR

12.1. If Contractor is a sole proprietor, should Contractor become unable to perform services hereunder due to death, illness or other disability, this Agreement and any payments required by the terms of this Contract shall terminate as of the date of death or date of commencement of disability or commencement of debilitating illness; provided, however, that Contractor or his estate shall be entitled to payment for any work performance rendered to and including the date of termination due to death or

disability. Further, any work product, notes or other related materials in Contractor's possession shall be transferred to SOCP immediately.

13. INDEMNIFICATION AND INSURANCE

- 13.1. **Indemnification:** Contractor shall indemnify and hold SOCP and its representatives harmless against any and all liability imposed or claimed, including attorney's fees and other legal expenses, arising directly or indirectly from any act or failure of Contractor or Contractor's employees, consultants and/or independent contractors, including all claims arising from the injury to or death of any person or damage to any property.
- 13.2. **Insurance:** Contractor shall be responsible for providing liability Insurance and protection against all loss or injury arising directly or indirectly from any act or failure of Contractor or Contractor's employees, consultants and/or independent contractors during the performance of this agreement. Without limiting contractor's indemnification, it is agreed that contractor shall purchase at its own expense and maintain in force at all times during the performance of services under this agreement the following policies of insurance. Where specific limits are shown, it is understood that they shall be the minimum acceptable limits. If the contractor's policy contains higher limits, the state shall be entitled to coverage to the extent of such higher limits.
- 13.3. Certificates of Insurance must be furnished to the Program Administrator prior to beginning work and must provide for a notice of cancellation, non-renewal, or material change of conditions in accordance with policy provisions. Failure to furnish satisfactory evidence of insurance or lapse of the policy is a material breach of this contract and shall be grounds for termination of the contractor's services. All insurance policies shall comply with and be issued by insurers licensed to transact the business of insurance under RCW Title 48.
- 13.4. **Workers' Compensation Insurance:** The contractor shall provide and maintain, for all employees engaged in work under this contract, coverage as required by RCW Title 51, and; where applicable, any other statutory obligations including but not limited to Federal U.S.L. & H. and Jones Act requirements. The policy must waive subrogation against the State.
- 13.5. **Commercial General Liability Insurance:** covering all business premises and operations used by the Contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.
- 13.6. **Commercial Automobile Liability Insurance:** covering all vehicles used by the contractor in the performance of services under this agreement with minimum coverage limits of \$300,000 combined single limit per claim.

14. PATENT, TRADEMARK AND COPYRIGHT

- 14.1. See Article 33 – Intellectual Property Rights/ Rights in Data/ Public Information.

15. NOTICES

15.1. Any notices to be given hereunder by either party to the other shall be effected either by personal delivery in writing or by mail, registered or certified, postage prepaid with return receipt requested. Mailed notices shall be addressed to parties at the addresses appearing in the signature portion of the Agreement, but such addresses can be changed by written notice given in accordance with this paragraph. Notices delivered personally shall be deemed communicated as of the actual date of receipt while mailed notices shall be deemed communicated two business days following date of mailing.

16. PARTIAL INVALIDITY

16.1. If any portion of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, the remaining provisions will nonetheless continue in full force without being impaired or invalidated in any way.

17. ATTORNEY'S FEES

17.1. If any action at law or in equity, including an action for declaratory relief is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorney's fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

18. BUSINESS ETHICS

18.1. It is the objective of SOCP to deal honestly and fairly with both internal and external constituencies and thereby one of SOCP's most valuable assets is its integrity.

19. POLICIES AND PROCEDURES

19.1. It is the responsibility of Contractor to ensure that Contractor's employee(s) and/or subcontractor(s) comply with all policies and procedures of SOCP, the Contractor, and applicable federal, state and local laws and regulations.

20. GOVERNING LAW

20.1. This Agreement will be governed by and construed in accordance with the laws of the State of Washington.

21. FORCE MAJEURE

21.1. Both SOCP and Contractor will be excused from performance or delays under this Agreement to the extent that such performance is prevented or delayed due to causes beyond the control of the party obligated to perform and against which the party could not take reasonable steps to avoid or mitigate, including acts of God, strikes or other labor disputes, wars, government restrictions or failure of equipment.

22. LIMITATION OF LIABILITY

22.1. Either party's liability (whether in contract, trust, negligence, strict liability or by statute or otherwise) to each other or to any third-party concerning performance or non-performance or otherwise related to this Agreement shall in the aggregate be limited to direct and actual damages.

22.2. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR CONSEQUENTIAL, REMOTE OR SPECULATIVE DAMAGES EVEN IF SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF THE OCCURRENCE OF SUCH DAMAGES.

23. SURVIVAL

23.1. Any-and-all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any-and-all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement, shall survive expiration or termination of this Agreement. The terms of the following Articles shall survive the termination of this Agreement, including, but not limited to 3, 4, 5, 10, 13, 14, 15, 22, and the U.S. Government Flow Down Clauses.

24. INCORPORATION BY REFERENCE

24.1. All exhibits, attachments and other documents referred to herein are deemed to be incorporated by reference into this Agreement for all purposes.

25. ENTIRE AGREEMENT OF PARTIES

25.1. This Agreement supersedes any and all agreements, whether oral or written, between the parties hereto with respect to the rendering of services by Contractor for SOCP, and contains all covenants and agreements between the parties with respect to the rendering of such services in any manner whatsoever. The parties acknowledge that no representations, inducements, promises or agreements, oral or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not

embodied herein, and that no other agreement, statement or promise, unless contained in this contract, shall be valid or binding. Any modification of this Agreement shall be effective only if reduced to writing and signed by both parties.

U.S. GOVERNMENT FLOW-DOWN CLAUSES

26. FREE TO PUBLIC

- 26.1. Since Performance under this Agreement shall be accomplished using Federal Government funding provided by U.S. Department of Transportation Maritime Administration (“MARAD”) to SOCP, the products developed by the Contractor under this Agreement will be distributed at no cost to the public.
- 26.2. All training resources produced under this Agreement shall be made available to the public at no charge. Contractor shall have the right to produce, at its own expense, additional copies of the CBT or other training resources developed under this Agreement but agrees that it shall not charge the public for such resources without prior written approval of SOCP. SOCP will obtain approval from MARAD before providing such SOCP approvals to the Contractor.

27. APPROVAL RIGHTS

- 27.1. SOCP shall retain approval rights over the content of any training resources, including without limitation the script, set design, actors, and other audio and visual components, and the distribution and promotion methods of any training resources developed under this Agreement. SOCP will obtain approval from MARAD before providing such SOCP written approval to the Contractor.
- 27.2. SOCP shall not reimburse the Contractor for any costs incurred by the Contractor in the development, production, distribution, and promotion of any training resource whose form and content was not approved in writing by SOCP.

28. PERFORMANCE WITHIN UNITED STATES OF AMERICA

- 28.1. Contractor shall perform all work required by this Agreement in a facility owned or located within the United States of America.

29. USE OF FUNDING

- 29.1. Funds provided by SOCP under this Agreement shall only be used by the Contractor to pay for costs incurred in the performance of work set forth in Exhibit A - Statement of Work (SOW).
- 29.2. Contractor shall not use any funds provided by SOCP under this Agreement for expenses associated or related in any way with work to be done in a facility owned or located outside the United States of America.
- 29.3. No part of the funding provided by SOCP under this Agreement shall be used:
- 29.4. to pay or reimburse Contractor for any costs incurred by Contractor prior to the effective date of this Agreement or after the period of performance or earlier termination of this Agreement;
- 29.5. to support anything other than the work to be performed hereunder; or
- 29.6. to pay or reimburse Contractor for any costs incurred by Contractor for any work for which Contractor has received or is entitled to receive payment from another source.

30. TRAVEL

- 30.1. All travel in connection with this Agreement shall be performed in accordance with the prevailing Federal Travel Regulations (FTR), and actual travel costs by the Contractor shall be reimbursed at a rate not to exceed the allowable FTR rates. Copies of travel receipts must be submitted with Contractor's invoices for reimbursement.

31. EQUAL OPPORTUNITY

- 31.1. During performance of this Agreement, the Contractor agrees as follows:
 - 31.1.1. The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin.
 - 31.1.2. The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, or national origin. This shall include, but not be limited to, (i) employment, (ii) upgrading, (iii) demotion, (iv) transfer, (v) recruitment or recruitment advertising, (vi) layoff or termination, (vii) rates of pay or other forms of compensation, and (viii) selection for training, including apprenticeship.
 - 31.1.3. The Contractor shall, in all solicitations or advertisement for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.

- 31.1.4. The Contractor shall comply with Executive Order 11246, as amended, and the rules, regulations, and orders of the Secretary of Labor.
- 31.1.5. The Contractor shall permit access to its books, records, and accounts by the Government for the purposes of investigation to ascertain the Contractor's compliance with the applicable rules, regulations, and orders.
- 31.1.6. If the Government determines that the Contractor is not in compliance with this Article or any rule, regulation, or order of the Secretary of Labor, this Agreement may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government assistance, under the procedures authorized in Executive Order 11246, as amended. In addition, sanctions may be imposed, and remedies invoked against the Contractor as provided in Executive Order 11246, as amended, the rules, regulations, and orders of the Secretary of Labor, or as otherwise provided by law.

32. PROCUREMENT STANDARDS

- 32.1. The Contractor, and the Contractor's subcontractors, shall comply with the standards listed in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, for all procurement actions by the Contractor pursuant to this Agreement. SOCP and the Government has the right to review records of the Contractor and the Contractor's subcontractors for the purposes of determining compliance with the applicable standards.
- 32.2. If any of the following cases apply, the Contractor shall forward their proposed subcontract to the SOCP Program Administrator for review and approval prior to award:
 - 32.2.1. The proposed subcontract is to be awarded on a sole source basis or where only one bid or proposal is received in which the aggregate expenditure exceeds \$5,000. (All proposed contracts specifying "brand name" products shall be considered sole source procurements.)
 - 32.2.2. All proposed subcontracts in which the aggregate expenditure exceeds \$25,000.
 - 32.2.3. All proposed subcontracts if it has been determined that the Contractor does not comply with the standards listed in 2 C.F.R. Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
 - 32.2.4. Contractor is reminded that Executive Orders and U.S. law prohibit transaction with, and the provision of resources and support to, individuals and organizations associated with terrorism. It is the responsibility of Contractor to ensure compliance with these Executive Orders and laws. It is the policy of SOCP and MARAD to seek to ensure that none of its funds are used, directly or indirectly, to provide support to individuals or entities associated with terrorism. Contractor shall check the Specially Designated Nationals and Blocked Persons List published by the U.S. Department of the Treasury's Office of Foreign Assets Control to assess

available information on parties that are excluded from receiving Federal financial and nonfinancial assistance and benefits. This paragraph (with appropriate modifications to the parties) must be included in all subcontracts and subawards issued by the Contractor under this Agreement.

33. INTELLECTUAL PROPERTY RIGHTS/RIGHTS IN DATA/PUBLIC INFORMATION

- 33.1. Data and computer software first produced under this contract. All intellectual property first produced under this contract, including but not limited to courses, source files, source code, related media and final products, will become the sole property of the Ship Operations Cooperative Program. The Contractor acquires no ownership interest in any of these products. SOCP shall be considered the “person for whom the work was prepared” for the purpose of authorship in any copyrightable work under 17 U.S.C. 201(b). The SOCP will copyright the products under the organization’s name, and provide to the Government a royalty-free, nonexclusive and irrevocable, worldwide license to reproduce, prepare derivative works, distribute copies to the public, and perform publicly and display publicly, by or on behalf of the Government.
- 33.2. Data and computer software not first produced in the performance of this contract. The Contractor shall not, without prior written permission of the SOCP, incorporate in data delivered under this contract any data or software not first produced in the performance of this contract unless the Contractor:
 - 33.3. Identifies the data; and
 - 33.4. Grants to the Government and SOCP, or acquires on their behalf, a license of the same scope as the license set forth in subparagraph (1)(a) of this clause.

34. INDEMNITY

- 34.1. Contractor shall indemnify SOCP and the U.S. Government and their officers, agents, employees, and contractors acting for them against any liability, including costs and expenses, incurred as the result of the violation of trade secrets, copyrights, or right of privacy or publicity, or of any libelous or other unlawful matter contained in any training resources developed under this Agreement, due to the acts by or on behalf of Contractor in the development, production, distribution, of promotion of any training resources under this Agreement.
- 34.2. This Contract is for the exclusive benefit and convenience of the parties to this contract. This Contract does not and is not intended to confer any rights or remedies upon any person other than the parties to this Contract.

35. PUBLIC INFORMATION

- 35.1. Contractor will not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, pictures, still and motion pictures, articles, manuscripts or other publications) which states or implies SOCP or Governmental or Government employee endorsement of a product, service, or position which Contractor represents (other than the training resources approved by SOCP and MARAD under this Agreement). No release of information relating to this Agreement may state or imply that the SOCP or the Government approves of the work product of Contractor (other than the training resources approved by SOCP and MARAD under this Agreement) or considers Contractor's work product to be superior to other products or services.
- 35.2. Contractor will ensure that all information submitted for publication or other public releases of information regarding the activities supported by this Agreement will carry a MARAD-approved disclaimer which will be provided by SOCP to the Contractor.
- 35.3. Contractor will obtain prior written approval from the SOCP Project Executive for any public information release, brochure, or other material which refers to SOCP or the Department of Transportation, any operating mode (including the Maritime Administration) or employee (by name or title) thereof, or to this Agreement, or which includes the logo of SOCP or the Department of Transportation or any operating mode thereof. The specific text, layout, photographs, etc., of the proposed public information release, brochure, or other material must be submitted to the SOCP Contract Administrator who will forward such materials to the SOCP Project Executive, along with the request for approval. SOCP will obtain approval from MARAD before providing such SOCP written approval to the Contractor.
- 35.4. **No Publication of SOCP Information:** Unless authorized in writing by SOCP, Contractor agrees to not publish, release, reproduce, divulge, divest or otherwise allow any third-party access to information provided by SOCP to Contractor to perform any work pursuant to this Agreement.
- 35.5. **Disputes:** All Disputes involving data rights under this Agreement shall first be attempted to be settled between the Contractor and SOCP.
- 35.6. **Flow-down to Sub-contractors:** The Contractor shall include this Article, suitably modified to identify the Parties, in all lower tier agreements, regardless of tier, for any data, product or information developed during or as part of this Agreement.

36. INSPECTIONS

- 36.1. SOCP and the Government, through any authorized representatives, have the right at all reasonable times to make site visits to inspect or otherwise evaluate the work performed or being performed hereunder and the premises on which it is being performed, to review financial and performance records, fiscal and administrative control systems, and to provide such technical assistance as may be required. SOCP

shall make every effort to notify Contractor at least one day in advance of any site visit by SOCP and/or Government representatives. If any site visit is made by SOCP and/or the Government on the premises of the Contractor or its subcontractors, or consultants, the Contractor shall provide and shall require all subcontractors and consultants to provide all reasonable facilities and assistance for the safety and convenience of the SOCP and Government representatives in the performance of their duties. All site visits shall be conducted in such a manner as to not unduly delay the work being performed hereunder.

37. PROHIBITION ON USE OF FUNDS FOR CERTAIN PURPOSES

37.1. While charging time to this Agreement, the Contractor, and anyone acting under the supervision or authority of the Contractor, may not engage in the following activities:

37.1.1. Attempting to influence legislation.

37.1.2. Organizing or engaging in protests, petitions, boycotts, or strikes.

37.1.3. Assisting, promoting or deterring union organizing.

37.1.4. Impairing existing contracts for services or collective bargaining agreements.

37.1.5. Engaging in partisan political activities or other activities designed to influence the outcome of an election to any public office.

37.1.6. Participating, in or endorsing, events or activities that is likely to include advocacy for or against political parties, political platforms, political candidates, proposed legislation, or elected Officers.

37.1.7. Engaging in religious instruction; conducting worship services; providing instruction as part of a Program that includes mandatory religious instruction or worship; constructing or operating facilities devoted to religious instruction or worship; maintaining facilities primarily or inherently devoted to religious instruction or worship; or engaging in any form of religious proselytization.

37.2. Providing a direct benefit to:

37.2.1. A labor union;

37.2.2. A partisan political organization;

37.2.3. An organization engaged in the religious activities described in the preceding sub-clause, unless Agreement funds are not used to support the religious activities; or

37.2.4. A nonprofit entity that fails to comply with the restrictions contained in section(c)(3) of U.S.C. Title 26.

38. SEAT BELT USE/ TEXT MESSAGING WHILE DRIVING POLICIES AND PROGRAMS

38.1. In accordance with Executive Order 13043, the Contractor is encouraged to adopt on-the-job seat belt use policies and programs for its employees when operating company-owned, rented, or personally-owned vehicles.

38.2. FINANCIAL ASSISTANCE POLICY TO BAN TEXT MESSAGING WHILE DRIVING

38.3. Definitions. The following definitions are intended to be consistent with the definitions in DOT Order 3902.10 and the E.O. For clarification purposes, they may expand upon the definitions in the E.O.

38.4. "Driving"- Means operating a motor vehicle on a roadway, including while temporarily stationary because of traffic, a traffic light, stop sign, or otherwise. It does not include being in your vehicle (with or without the motor running) in a location off the roadway where it is safe and legal to remain stationary.

38.5. "Text Messaging" ---means reading from or entering data into any handheld or other electronic device, including for the purpose of short message service texting, e-mailing, instant messaging, obtaining navigational information, or engaging in any other form of electronic data retrieval or electronic data communication. The term does not include the use of a cell phone or other electronic device for the limited purpose of entering a telephone number to make an outgoing call or answer an incoming call, unless the practice is prohibited by State or local law.

38.6. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, contractors and subcontractors under U.S. Government cooperative agreements are encouraged to:

38.6.1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers including policies to ban text messaging while driving.

38.6.2. Company-owned or -rented vehicles or Government-owned, leased or rented vehicles; or

38.6.3. Privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

38.6.4. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

38.6.5. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

38.6.6. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

38.6.7. Subcontracts. Contractor and subcontractors shall insert the substance of this clause, including this paragraph (c), in all subcontracts under this Agreement.

39. LOBBYING ACTIVITIES

39.1. Lobbying and fundraising. Funds provided by SOCP for project expenditures under this Agreement may not be used with the intent of influence a member of the U.S. Congress, a member of any U.S. Congressional staff or any official of any Federal, state, or local government in the United States (hereinafter "government official's), to favor, adopt, oppose, by vote or otherwise, any U.S. legislation, law, ratification, policy, or other appropriation, or to include in any way the outcome of a political election in the United States, or for activities carried out for the purpose of supporting or knowingly preparing for such efforts. This includes awareness raising and advocacy activities that include fundraising or lobbying of U.S. Federal, State, or Local Governments. This does not include communications for the purpose of providing information about the Contractor and its programs or activities, in response to a request for any government official, or for consideration of action on the merits of a Federally-sponsored agreement or relevant regulator matter by a government official. Contractor will submit all applicable certifications and reports required under 49 C.F.R. Part 20.

40. CERTIFICATION FOR CONTRACTS

40.1. By signing this Agreement, the Contractor certifies, to the best of his or her knowledge and belief, that:

40.1.1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any grant agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or grant agreement.

40.1.2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Agreement, the Contractor shall complete and submit Standard Form-LLL (Rev. 7-97), "Disclosure of Lobbying Activities," in accordance with its instructions, to SOCP.

40.1.3. Contractor shall require that the language of this certification be included in the award documents for all sub-awards at all tiers and that all sub-awardees shall certify and disclose accordingly.

40.1.4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

41. PRIVACY ACT

- 41.1. Records developed pursuant to this Contract may be subject to the Privacy Act of 1974 and
- 41.2. applicable Privacy Act rules and regulations.

42. MISCELLANEOUS

- 42.1. No Assignment. No part of this Agreement may be assigned by Contractor to any other party without the prior written approval of SOCP.
- 42.2. Non-Exclusive Agreement. This Agreement in no way restricts Contractor or SOCP from entering into similar agreements, or participating in similar activities or arrangements, with other public or private agencies, organizations, or individuals.
- 42.3. Survival. Any and all provisions which, by themselves or their nature, are reasonably expected to be performed after the expiration or termination of this Agreement shall survive and be enforceable after the expiration or termination of this Agreement. Any and all liabilities, actual or contingent, which have arisen during the term of and in connection with this Agreement shall survive expiration or termination of this Agreement.
- 42.4. Partial Invalidity. If any provision of this Agreement or the application thereof to any party or circumstance shall, to any extent, be held invalid or unenforceable, the remainder of this Agreement or the application of such provision to the parties or circumstances other than those to which it is held invalid or unenforceable, shall not be affected thereby and each provision of this Agreement shall be valid and be enforced to the fullest extent permitted by law.
- 42.5. No Employment or Agency Relationship. This Agreement is not intended to and shall not be construed to create an employment or agency relationship between SOCP and Contractor or Contractor members. Neither Contractor nor any of its members shall perform any function or make any decision properly reserved by law or policy to the federal government. Contractor and SOCP are separate and independent entities, and neither is the agent of the other.

43. CONTRACTOR:

Company Name:	
Address:	
Phone Number:	
eMail:	
Federal Tax ID Number:	
DUNS Number:	

Executed By: _____
Signature Date

Print Name Title

SHIP OPERATIONS COOPERATIVE PROGRAM

Executed By: _____
Jayson Toth - SOCP President Date

ANNEX 1 - MARAD Requirements - Shipboard Climate Training Content

The training resources developed or updated by the Recipient under this Agreement must comply with the following:

1. Align with current best practices for SASH Prevention and Response.
2. The content and presentation of the material is developed with consideration that people participating in the training may have been impacted by SASH trauma.
3. Focus primarily on content related to the awareness and prevention of Sexual Assault and Sexual Harassment (SASH), retaliation, and bystander intervention; while also briefly addressing bullying, hazing, coercion, stalking, and discrimination, as these issues relate to SA/SH.
4. Be specific to the maritime industry, and use terms, reporting structures, etc., related to the industry.
5. Be one or a combination of the following types of training: group training by a facilitator, video-based training, online training, or self-directed written training, such as PowerPoint or workbooks.
6. Contain an interactive element, e.g., combine videos or workbooks with group discussions or quiz.
7. Define prohibited conduct using neutral and objective criteria that is consistent with applicable laws and the company's written policies. Avoid terms such as "obnoxious" or "unconscionable".
8. Indicate the importance of SASH and anti-discrimination policies to the mariner, workplace, company, and the U.S. Merchant Marine.
9. Provide examples of each prohibited conduct, using a range of scenarios. For example, sexual harassment scenarios should include same sex harassment and both genders as aggressors.
10. Make a clear, unambiguous statement that the conduct regulated is prohibited (and/or unlawful).
11. Describe impact of prohibited conduct on the survivor, aggressor, and witnesses.
12. Outline the typical complaint reporting process and identify the multiple means to make complaint. Identify that each company's policy may be different and that individuals should consult their company's specific policy.
13. Identify when complaints of discrimination, harassment, or sexual assault will remain confidential.
14. Explain the importance of reporting violations of the company's policies to the appropriate people.

15. Describe the responsibility of witnesses or “bystanders” who observe discriminatory conduct.
16. Explain management’s responsibility to investigate and respond to complaints of discrimination.
17. Announce that retaliation based upon reporting claims of discrimination will not be permitted.
18. Require participants to certify their attendance and date of training.
19. Contain a clear statement that the company’s policies will be enforced, and that disciplinary actions will result from violations.
20. Address bullying, hazing, coercion, stalking, and non-sexual violence as prohibited conduct.
21. Identify lesser known examples of harassment, e.g., jokes, repeated requests for dates, etc.
22. Identify practices and behaviors that undermine or violate policies.
23. Explain the role that power dynamics and chain of command play in discriminatory conduct.
24. Include management in the training, e.g., officers attend training with subordinates, participate in videos, CEOs include a written statement about importance of policies in training, etc.
25. Individuals portrayed in the video should be diverse, representing several protected classes, e.g., race, color, sex, etc.
26. Should visually represent a “maritime workplace”, e.g., depict shipboard life or shore leave during vessel port calls.
27. Include shore leave.
28. Include fraternization.
29. Use European Union (EU) products and other products in use by various operators as resources.
30. Harmonize so all industry segments and operators can use it effectively.
31. Training resources shall be for all mariners – not just Cadets or Midshipmen.
32. Provide clear “Do’s” and “Don’ts”.
33. Use repetition to communicate important messages.
34. Training Best Practices;
 - I. Supplement video trainings with some form of handout or materials that repeat principles in the video or serve as a reference. The company policies can be the handout.

- II. Verify that the information presented is accurate to the particular company and jurisdiction, e.g., reporting procedure is accurate, legal definition and ramifications are accurate.