

MEMORANDUM OF UNDERSTANDING  
BETWEEN  
U.S. COAST GUARD  
AND  
NATIONAL CARGO BUREAU

GOVERNING THE CONDUCT OF HAZARDOUS MATERIAL SHIPMENT  
EXAMINATION

1. PARTIES. The Parties to this Memorandum are the United States Coast Guard (USCG) and the National Cargo Bureau, Inc. (NCB).

2. AUTHORITY.

A. The USCG has authority to inspect and examine hazardous material shipments and waterfront facilities for compliance with applicable laws and regulations pursuant to 46 U.S.C. § 70011 and 33 CFR § 160.109. The USCG has been delegated authority by the Department of Transportation via the 2003 “Memorandum of Agreement Between the U.S. Department of Transportation and the United States Coast Guard Regarding Hazardous Materials Transportation, to inspect containers for compliance with the Federal Hazardous Materials Transportation Law (FHMTL),” codified at 49 U.S.C. §§ 5101-5127. The USCG also inspects containers to verify compliance with the International Safe Container Act of 1977, codified at 46 U.S.C. §§ 80501-09 (ISCA). Regulations implementing the FHMTL are codified at 49 CFR parts 107-180. Regulations implementing the ISCA can be found in 49 CFR parts 450-453.

B. The NCB is authorized by 46 CFR § 148.12 and 49 CFR § 176.18 to issue certificates and assist the USCG in administering the regulations governing the Carriage and Stowage of Solid Materials in Bulk (46 CFR part 148) and the Hazardous Materials Regulations (49 CFR subchapter C). The Coast Guard recognizes NCB as a technical expert that supports the Coast Guard with its container inspection responsibilities by sharing inspections results and through training opportunities both in classroom settings and on container terminals. The Coast Guard may accept NCB inspected containers as having met Hazardous Materials Regulations based on this Memorandum of Understanding.

3. PURPOSE.

The USCG and NCB have mutual interests and concerns regarding the safe carriage and stowage of hazardous materials.

A. The parties have entered into this Agreement for protecting cargo, vessels, personnel, public interest, the environment, and for preventing the possible release of hazardous materials to:

a. Ensure clarity in authority issues and foster relationships among the involved agencies;

- b. Promote the effective utilization of personnel and facilities through a cooperative effort; and
- c. Define the nature and extent of the services each agency will make available.

4. RESPONSIBILITIES.

A. The USCG and the NCB agree that:

- a. USCG Captains of the Port (COTP) that have NCB offices operating in their area of responsibility should coordinate their hazardous materials shipment inspections where practicable. This collaboration should optimize resource utilization and prevent duplication of efforts.
- b. The local NCB office will share periodic summaries of non-proprietary container inspection information with the cognizant USCG COTP upon request or per a separate local coordination agreement that may be in place.
- c. The USCG COTP will provide oversight as necessary, including spot check verification of hazardous material containers previously certified by the NCB. This is to ensure compliance with regulatory requirements and to maximize the benefits of the cooperative program.
- d. The USCG and NCB will periodically meet to share trend analysis and other relevant information that can aid risk-based container targeting efforts and/or investigations.

B. The USCG will perform hazardous materials enforcement activities in accordance with law, regulations, and international conventions. Nothing in this MOU will be deemed to alter in any way the statutory or regulatory authority of the USCG or the services performed by the NCB.

5. POINTS OF CONTACT. Each Party may change its point of contact upon reasonable notice to the other Party.

For the USCG, the point of contact is the Cargo and Facilities Division (CG-FAC-2), 2703 Martin Luther King Jr. Ave SE Washington DC 20593, 202-372-1130, [FAC-2-SAFETY@uscg.mil](mailto:FAC-2-SAFETY@uscg.mil).

For the NCB, the point of contact is Chief Surveyor Captain Eric Rounds, National Cargo Bureau, 180 Maiden Lane, Suite 903 New York, NY 10038, 973-568-5793, [rounds@natcargo.org](mailto:rounds@natcargo.org).

6. REVIEW OF AGREEMENT. This Memorandum will be reviewed in its entirety every five years on or around the anniversary of its effective date.

7. **MODIFICATION.** This Memorandum may be modified upon the written mutual consent of the Parties.
8. **FUNDS AND STAFFING.** This Memorandum does not document the obligation of funds between the Parties. The obligation of funds by the Parties, resulting from this Memorandum, is subject to the availability of funds pursuant to the DoD Financial Management Regulation and other applicable laws and regulations. No provision in this Memorandum will be interpreted to require obligation or payment of funds in violation of the Anti-Deficiency Act, codified at 31 U.S.C. § 1341.
9. **TRANSFERABILITY.** This Memorandum is not transferable except with the written consent of the Parties. This Memorandum is not intended, and should not be construed, to create any right or benefit, substantive, or procedural, enforceable at law or otherwise by any Party against the Parties, their parent agencies, the United States or the officers, employees, agents, or other associated personnel thereof.
10. **DISPUTES.** Any disputes relating to this Memorandum will, subject to any applicable law, Executive Order, Directive, or Instruction, be resolved by consultation between the Parties or in accordance with this Memorandum and those which may be binding on other Parties signatory to this Memorandum.
11. **ENTIRETY OF THE AGREEMENT.** This Memorandum, consisting of four pages, represents the entire and integrated understanding between the Parties, and supersedes all prior negotiations, representations, and agreements, whether written or oral on the subject.
12. **PERSONNEL.** Each Party is responsible for all costs of its personnel, including pay and benefits, support, and travel. Each Party is responsible for supervision and management of its personnel.
13. **CONFLICTS OF LAW OR POLICY.** Nothing in this Memorandum is intended to conflict with current law or regulation or the directives of the United States Coast Guard, the Department of Homeland Security, or NCB. If a term of this Memorandum is inconsistent with such authority, then that term shall be invalid, but the remaining terms and conditions of this Memorandum shall remain in full force and effect.
14. **EFFECTIVE DATE.** This Memorandum will become effective upon the last signature of the Parties.
15. **EXPIRATION DATE.** This Memorandum expires on **May 31, 2029.**
16. **ADDITIONAL PROVISIONS.**
  - A. Consistent with the purpose and provisions of this agreement, a local working agreement may be developed by and between USCG Area, District, or COTP and NCB local office. No provisions of any local agreement may contravene the spirit or letter of this agreement. The USCG and NCB will review further areas of

cooperation. Discussions will include procedures for inspection oversight, types of liaisons, methods to communicate difficulties which may arise and provisions for amendments of this MOU.

17. TERMINATION OF AGREEMENT.

- A. This agreement may be terminated by either party upon 60 days advance notice thereof to the other party. Upon termination of this agreement, any subsidiary agreement made in accordance with this agreement will be terminated. The Memorandum may be extended by the mutual written agreement of the Parties.

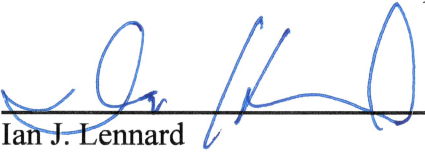
18. APPROVING OFFICIALS

UNITED STATES COAST GUARD

  
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W. R. Arguin  
Rear Admiral, U.S. Coast Guard

Date: 08 MAY 2024

NATIONAL CARGO BUREAU, INC

  
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Ian J. Lennard  
President, National Cargo Bureau, Inc.

Date: 5/8/2024