



DEPARTMENT OF THE NAVY

NAVAL SEA SYSTEMS COMMAND
1333 ISAAC HULL AVENUE
WASHINGTON NAVY YARD DC 20376-2101

NA 6077 (10/12) 10

DONATION AGREEMENT (CONDITIONAL DEED OF GIFT)

THIS AGREEMENT is among 1) the UNITED STATES OF AMERICA, represented by the Navy Inactive Ships Program; PMS 333 (the "Government"); 2) the USS Forrest Sherman DD 931 Foundation, Inc., (the "Donee"), operating under the laws of Maryland, and located at 720 Reedy Circle, Bel Air, MD, 21014-6814; and 3) the Maine Maritime Museum (the "Transferee"), operating under the laws of Maine, and located at 243 Washington Street, Bath, Maine, 04530.

WITNESSETH:

WHEREAS the Secretary of the Navy is authorized by 10 U.S.C. 7545 or 10 U.S.C. 2572 to transfer by gift or loan, without expense to the United States and on terms prescribed by the Secretary, any obsolete material not needed by the Department, and the Donee is an eligible recipient under 10 U.S.C. 7545 or 10 U.S.C. 2572;

WHEREAS the Donee has applied for the following material ("Donated Material"):

- Item 1: Ex-FORREST SHERMAN (DD 931) documents listed in Appendix A of this Agreement. Documents, all of which have been declassified, are available for pick-up on the date this Agreement is executed from the Naval Sea Systems Command (PMS 333), 1333 Isaac Hull Ave. S.E., Building 197, Washington Navy Yard, DC 20376.
- Item 2: The stern nameplate of DD 931, consisting of the raised letters that spell out "FORREST SHERMAN" with six (6) inches of steel around it. Item will be available upon removal from the ship by the dismantling contractor. Upon award of a contract, NAVSEA will advise the Donee of the contractor's location and point of contact to arrange for pick-up by the Donee at the contractor's facility.
- Item 3: The port and starboard stern hull numbers of DD 931 that say "931" with six (6) inches of steel around it. Items will be available upon removal from the ship by the dismantling contractor. Upon award of a contract,

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NAVSEA will advise the Donee of the contractor's location and point of contact to arrange for pick-up by the Donee at the contractor's facility.

The Donee agrees that the Donated Material shall be used for shore-based display purposes only, and has agreed to pay all costs, charges, and expenses incident to the donation, including the cost of any required demilitarization and preparation for transportation to the proposed display site at the Maine Maritime Museum, 243 Washington Street, Bath, Maine ("**Display Location**").

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

1. The Government agrees to release the Donated Materials on an "as is, where is" basis and without warranty of any kind implied or expressed.

2. The Donee agrees to, within one year from the date the Government signs a contract to dismantle ex-FORREST SHERMAN (DD 931), pick-up the Donated Material and deliver it within 3 months of receipt to the Transferee for permanent display in Bath, Maine. The Donee accepts the property on an "as is, where is" basis and will be responsible for all arrangements and costs involved in its movement. The Donee shall, at no cost to the Government, arrange and pay for the packing, crating, transportation, and other actions as necessary for the movement of the Donated Material to the Transferee's Display Location.

3. The Donee and Transferee shall use the Donated Material 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 Government. The donated ship artifacts (Items 2 and 3) shall be kept on public display and the donated documents (Item 1) may be archived in the Transferee's research facility available for public viewing upon request.

4. The Donee and Transferee shall 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 Material.

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5. The Donee and Transferee agree to allow authorized representatives of the Government access to their records and facilities to assure accuracy of the information provided the Government and compliance with the terms of this Donation Agreement.

6. Subject to the conditions set forth herein, title to the property shall vest in the Donee upon pick-up of the Donated Material, documented by a completed DD 1149 signed by a representative of the Donee and a representative of the Government transferring physical custody of the Donated Material to the Donee.

7. The Transferee shall submit an annual report on the anniversary of the last signature to this Agreement to the Navy Inactive Ships Program (PMS 333), certifying the condition and location of the Donation Material.

IN WITNESS WHEREOF, the Government, the Donee, and the Transferee have caused this Agreement to be signed by their respective duly authorized officers as of the dates written below.

UNITED STATES OF AMERICA

Signature: _____

Name:

C. R. Pietras

CAPT

USN

Title:

Program Manager

Navy Inactive Ships Program

Naval Sea Systems Command

Date:

11/7/11

USS Forrest Sherman/DD 931 Foundation, Inc.

Signature: _____

Name:

Kurt A. Wagenmann

Title:

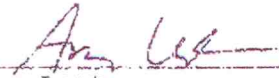
President

USS Forrest Sherman DD 931
Foundation, Inc.

Date:

11/4/11

Maine Maritime Museum

Signature: 
Name: Amy Lert
Title: Executive Director

Date: 11/4/11

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