

GRATUITOUS SERVICES AGREEMENT

1. This gratuitous services agreement is between the United States Coast Guard (RECIPIENT) and _____(PROVIDER).

2. The duration of this gratuitous services agreement is from _____ to _____. The duration of this agreement cannot be extended except by the express, written, mutual consent of both parties. However, both parties can mutually consent to early termination of this agreement, verbally or in writing. Additionally, this agreement can be unilaterally terminated by either party, with or without cause, with or without prior notification to the other party, in writing or verbally. Both parties are prohibited from claiming or seeking damages from the other party or from the United States because of any mutual or unilateral early termination of this agreement.

3. The terms of this agreement cannot be modified except by the express, written consent of both parties.

4. PROVIDER offers to provide the following gratuitous services to RECIPIENT:

5. RECIPIENT agrees to accept PROVIDER's gratuitous services identified in Paragraph 4 above to the extent permitted by law.

6. PROVIDER agrees to provide the gratuitous services described in Paragraph 4 above with the full understanding that RECIPIENT and the United States cannot and will not compensate, provide any financial benefit to, or reimburse PROVIDER in any manner for providing those services.

7. PROVIDER agrees and declares that he/she has no expectation of receiving any compensation, financial benefit, or reimbursement of any kind from RECIPIENT or the United States for providing gratuitous services under this agreement.

8. PROVIDER agrees to make no claim for compensation, financial benefit, or reimbursement of any kind against RECIPIENT or the United States for gratuitous services provided under this agreement.

9. PROVIDER understands and agrees that it would be unlawful for RECIPIENT to accept PROVIDER services if PROVIDER had any expectation of any

compensation, financial benefit, or reimbursement from RECIPIENT or the United States.

10. Both parties understand and agree that PROVIDER does not become a RECIPIENT employee or United States employee for any purpose under this agreement.
11. RECIPIENT declares that it will not replace or displace any federal employee because of this agreement.
12. RECIPIENT declares that it is not using this agreement in lieu of hiring a federal employee or contractor to perform the services described in Paragraph 4 above.
13. Both parties declare that this document constitutes the sole and complete gratuitous services agreement between them.

For RECIPIENT: _____ Date: _____

PROVIDER: _____ Date: _____