

INSTITUTION MEMORANDUM No. 1-90 (revised 7/06)

SUBJECT: Vessel Charter

BACKGROUND:

There are occasions when Institution or participating UNOLS vessels are neither available nor appropriate for specific research projects. At these times it is necessary to seek suitable vessels for charter. Our commitment to the safety of our employees and concerns for Institution liability are the determining factors in the policy described below.

POLICY:

1. Responsibilities: All investigators proposing to charter vessels for research under the auspices of the Institution shall comply with this policy. The Ship Operations Manager is responsible for approval of all charters and for the execution of the policy.
2. Procedure: At the time a scientist anticipates the need for a charter, he/she shall notify the Port Office of his/her plans and identify the proposed vessel. He/she shall also provide the information needed to complete the attached Port Office form. Once all of this information is provided to the Ship Operations Manager, the characteristics of the vessel will be discussed. In general, the suitability of the vessel for the intended research will be left to the scientist's determination, however, the Ship Operations Manager or his designee will provide advice or consultation on this aspect if requested. Any Charter Agreement shall be signed by the Ship Operations Manager or his designee, and the Vice President for Finance and Administration. Should the requirements of this policy prove difficult to satisfy, the investigator may discuss them with the Director of Research.
3. Criteria: In general, the safety requirements of the US Coast Guard for applicable class of vessel, and the Research Vessel Safety Standards published by UNOLS will be observed. Note that some smaller private vessels, fishing vessels, and non-US vessels will not necessarily comply without some additional effort. In particular the following are required:
 - a. If not designated as an Oceanographic Research Vessel (ORV) or otherwise inspected by the USCG, a letter of designation shall be provided as an ORV for the duration of the proposed cruise. (Note: this applies only to vessels over 100 gross tons, and that the USCG may issue such a letter for specific cruises when requested.) The vessel must be in obviously good maintenance and repair, as determined by a currently valid Coast Guard inspection, a member of the Port Office staff, or when appropriate, an inspection by some other marine professional known by the Port Office staff, or a professional marine surveyor.
 - b. The Master or Captain of the vessel should hold a license or certificate issued by the US Coast Guard, or a comparable agency, which is appropriate for the vessel and service intended. In the case of fishing or other small vessels without licenses, the Port Office staff will evaluate the Captain's qualifications for the proposed cruise.

- c. The owner of the vessel proposed for charter shall carry such Hull, Protection & Indemnity and Collision Liability insurance and in such limits as shall be prescribed by the Ship Operations Manager on the advice of the Institution's Insurance Advisor.
 - d. Life Jackets in good condition and suitably stored.
 - e. Life Raft of appropriate capacity for voyages more than 20 miles from land.
 - f. An appropriate EPIRB (Emergency Position Indicator Radio Beacon).
 - g. Anti-exposure suits (now called immersion suits) if the operation is to be conducted in Latitude greater than 32 degrees (N or S) in the Atlantic or 35 degrees in other bodies of water.
 - h. Immediately before the cruise begins, a cruise plan shall be filed with the cognizant search and rescue agency. This shall list names, addresses, telephone numbers, next of kin, etc. for all participants, and detailed radio communication and check-in procedures.
4. Costs: Charter costs and other costs associated with complying with this policy are the responsibility of the research project, and the funds should be included in the research budget. Staff from the Port Office will make local trips to inspect vessels at no cost and will endeavor to have inspections made on a cooperative basis by sister UNOLS organizations' marine staff. The Port Office will attempt to obtain some key equipment (EPIRB, Life Raft, and Exposure Suits) for loan when these are not provided by the chartered vessel. However the financial responsibility of insuring that a chartered vessel has the safety equipment required by this policy remains that of the chartering investigator.

Attachments: Charter Vessel Check List
Risk and Insurance Specification (Guide)

WOODS HOLE OCEANOGRAPHIC INSTITUTION
MARINE OPERATIONS
(508) – 289-2450

CHARTER DATA

1. Name of Vessel: _____

2. Owner's Name and address: _____

3. U.S.C.G. Document or State identifications number: _____

4. Class of Service: _____

5. Radio Call Sign: _____

6. Where moored or berthed: _____

7. Built by: _____ Year: _____

8. Length : _____ Beam : _____ Draft: _____

9. Material and Type of construction: _____

10. List operators qualifications (incl. License number, limitations & date) _____

11. Safety Equipment:

Liferaft capacity _____, No. Life Jackets _____

EPIRB type _____, No. Immersion Suites _____

12. List Radio and other electronics, make, model, and year _____

13. Main engine (s), make, model, ratio _____

14. Reduction gear (s), make, model and ratio _____

15. Propeller (s) pitch and diameter _____

16. Cruising speed and approximate fuel consumption in good weather (less than 15 Kt. Head wind) _____

17. Auxiliary engine or power supply.

Model and Make _____

_____ Volts, _____ Amps. _____ Phase

18. Describe accommodations _____

19. Describe deck gear (winches, booms, cranes, etc.) _____

20. Describe steering gear _____

21. Charter fee schedule. _____

22. Further Comments _____

23. Signature of owner/operator _____

Address and Telephone Number _____ (____) - ____ - _____

Date _____

Woods Hole Oceanographic Institution
Charter Party Agreements
Risk and Insurance Specifications
May 1, 2006

Owner's Obligation to Indemnity. Owner agrees to indemnify and hold harmless the Charterer, its officers and employees, against any claims, expense or liability for loss or damage to the Vessel and any other property, including Owner's, or from death or injury to any person or persons, including Owner's employees and agents, arising out of performance of this charter or the use of Vessel, save and except that Owner shall not be liable for acts of negligence of Charterer's employees acting within the scope of their employment.

Charter's Obligations to Indemnity. The Charterer agrees to indemnify and hold harmless the Owner from any and all claims and demands, suits, loss or liability to third persons by reason of any accident, illness, injury or death, arising from (a) the negligent installation of equipment on the Vessel by the Charterer or its subcontractors, (b) the equipment itself, or (c) the negligent use or operation of the said equipment, or (d) any other negligence of the Charterer in the performance of this Agreement.

Insurance. The owner shall, at its own expense, maintain insurance in companies reasonably acceptable to Charterer in accordance with the following specifications:

Hull and Machinery insurance to the value of the vessel including Collision Liability subject to current form American Institute Hull Clauses with navigation limits adequate for the vessel's contemplated operations.

Protection & Indemnity, including crew, with limits of liability not less than \$1,000,000 unless otherwise agreed by the parties. Such insurance shall be written subject to current form Protection and Indemnity (P&I) Clauses with navigation limits adequate for the Vessel's contemplated operations.

Such Excess Protection & Indemnity and Collision Liability as may be dictated and as agreed by the parties.

The Charterer and any additional parties designated by Charterer shall be named as additional assureds on all of the foregoing policies or such policies shall contain a provision denying underwriters any subrogated right of recovery from the Charterer. Policies shall provide for fifteen (15) days notice of cancellation to Owner. Certificates or other evidence of current insurance shall be filed with the Owner prior to the commencement of the voyage.