

Woods Hole Oceanographic Institution – Shipboard Scientific Personnel Information and Acknowledgement Form
(to be completed by all non-crew personnel)

R/V _____ Voyage No. _____ Chief Scientist _____

Title (Dr., Ms., Mr.) & Full Name _____ Sex: F M Other Phone (Bus.) _____
(AS IT APPEARS ON PASSPORT)

Affiliation (Inst./Employer) _____ e-mail _____

Position on Cruise: _____ Student? Please check: Grad UnderGrad

Business Address _____

Place of Birth _____ Date of Birth _____

Citizen of: _____ Passport No. _____ Passport Exp. Date _____

Person to Notify in Case of Emergency _____ Relationship _____

Their Address _____ Phone _____

The following information is REQUIRED. PLEASE FILL OUT ACCURATELY AND COMPLETELY

Is your work on this voyage part of the primary project, ancillary project, or other?

Full title of Science Project _____

Sponsoring Agency (NSF, ONR, etc.) _____

Grant/Contract Number _____ Discipline (Biology, etc.) _____

Principal Investigator _____ Current yr. Funding \$ _____

Method of Payment for Cruise Expenses – P.I. Purchase Order Credit Card Other

Payment Method Details _____

Medical Information: I, as the undersigned, affirm that I am qualified to perform the essential functions of shipboard duties at sea for extended periods of time, and that I have no physical defects, ailments or disability that prevent or limit the performance of these essential functions. If I require medication, I will insure that I have an adequate supply before boarding the vessel, recognizing always that the cruise schedule is subject to change without notice.

Not Applicable Prescription Drugs (type): _____

Food Allergies / Dietary Restrictions: _____

Past or present medical history and health problems: _____

Actions to be taken by others in the event I am unable to provide for my own emergency care: _____

Personal Property/ Scientific Equipment: Ships and the ocean are dangerous and perilous environments. Equipment and property can easily be destroyed, lost, or damaged. As such, I waive and discharge WHOI from liability for the damage, loss, or destruction of personal property and/or scientific equipment. **If insurance coverage is desired of any property or equipment, I will procure such insurance at my own expense.**

Alcohol Policy: The Institution has established a firm policy that no alcoholic beverages of any type will be permitted on Institution operated vessels. This means that members of the scientific party, in addition to marine crew members, shall not bring on board alcoholic beverages of any kind for consumption while on the cruise. All personnel, including scientific staff from other institutions and visitors, are affected by this regulation and must abide by it. Under a federal ruling, all persons on board, including members of the scientific party, are subject to drug and alcohol testing for reasonable cause in the event of a “serious marine incident.”

Drug Policy: Woods Hole Oceanographic Institution is a Zero Tolerance organization. **The possession or use of any controlled substance will not be tolerated.** All persons on board, including members of the scientific party, are subject to drug and alcohol testing under Code of Federal Register 46 for reasonable cause in the event of a “Serious Marine Incident”. The Master, as senior representative of the Institution, has the sole responsibility and authority for such determination. A “Serious Marine Incident”, besides the obvious physical and environmental disaster, includes any accident which results in a person being off duty for 72 or more hours. All persons directly involved are required to be tested. All testing and the fact of a refusal to be tested must be logged in the ship’s log book.

Code of Conduct & Anti-Harassment Policies: The Woods Hole Oceanographic Institution is committed to maintaining a positive working and learning environment free of illegal discrimination, harassment, bullying and intimidation. Institution scientists, administrators, managers and supervisors are required to strongly support these policies as are all employees, postdoctoral scholars/fellows and students of the Institution. While these policies refer specifically to the illegal aspects of harassment, it is as important to note the expectation that there will be an atmosphere of professionalism at the Institution that will preclude these types of behaviors and foster a mutual respect for one another. Harassment and bullying can be blatant or subtle, printed, verbal, or physical. Examples of conduct that can constitute illegal harassment are:

- Outright propositions/improper suggestions
- Racial or Ethnic jokes, slurs, or cartoons
- Abuse, insults, or jokes concerning sexual orientation

- Touching, including pats, hugs, squeezes, brushing against, putting arms around shoulders
- Insinuations about private life or lifestyle
- Threats or promises regarding compliance with sexual behavior
- Actions or sounds – whistling, suggestive sounds, obscene gestures, display of offensive pictures
- Sexist, lewd, or obscene remarks, jokes, or cartoons
- Imbalance of attention, whether it be positive or negative, towards one employee or student based upon gender or race
- Assault – sexual or otherwise

The Master of each WHOI vessel shall ensure every crewmember, member of the science party as well as technical staff and visitors are made aware of WHOI's [Anti-Harassment](#) and [Code of Conduct](#) policies as part of shipboard orientation. On the vessel, any violations to these policies shall be reported to the Master, Chief Mate or Chief Scientist. Crewmembers and technicians shall report violations to the Master and members of the science party to the Chief Scientist. In the event individuals are not comfortable reporting a harassment violation to someone in their chain of command, i.e. Master for crew or Chief Scientist for Science party, they have the option of reporting to either the Master or Chief Scientist or directly to the EEO Officer in WHOI Human Resources.

Please view the brochure [Harassment: What is it and what can be done about it](#) for more information.

As with any other Institution EEO policy, individuals found in violation of these guidelines are subject to disciplinary action, which may include counseling, warnings, transfers, suspensions, reductions in pay or duties, and/or termination of employment depending upon circumstances.

Individuals are to watch the MERAS (UNOLS special committee: Maintaining an Environment of Respect Aboard Ships) videos (link below) prior to arriving on the vessel. A follow up brief will be conducted with all hands as well during the initial onboarding.

<https://www.unols.org/shipboard-civility>

Please initial to confirm you have reviewed the harassment and code of conduct policies, Shipboard Civility training videos have been observed and all Personal Conduct and Harassment policies are fully understood:

Initials: _____

Smoking and Vaping: For reasons of health and safety, smoking and vaping are prohibited within the ship's enclosed spaces. Foul weather smoking and vaping are allowed on the weather deck.

Radioactive Materials Policy: No radio isotopes will be permitted aboard ship without express approval from WHOI's Radiation Safety Committee and adherence to WHOI's Isotope User's Manual.

Hazardous Material Policy: Scientists must provide ship with Material Safety Data Sheets (MSDS) for ALL Hazardous Materials. **Staying Aboard Vessel:** Cruise participants are allowed to move aboard the night before departure and move off the day after arrival.

I have read, understood and agree to the terms and conditions stated on this Shipboard Scientific Personnel Information and Acknowledgement form and verify that all of the information I have provided in this form is true and correct

Signature of Cruise Participant

Date

Print Name of Cruise Participant

Title

The completed Shipboard Scientific Personnel Information and Acknowledgment Form may be sent by email (<mailto:sspi@whoi.edu>) or by US mail (Marine Operations, MS #27, Woods Hole Oceanographic Institution, Woods Hole, MA 02543). It must be returned **ONE MONTH BEFORE THE CRUISE BEGINS**. All Agreements must contain original signatures prior to the ship's departure

Woods Hole Oceanographic Institution Shipboard Scientific Personnel Waiver of Liability, Indemnity and Consent Agreement (to be completed by non-UNOLS participants)

In consideration of being permitted to be present on any Woods Hole Oceanographic Institution (WHOI) vessel, and/or participating in any way in the activities of the Scientific Party, I agree for myself, my heirs, executors, administrators, personal representatives, agents and assigns to the following:

Personal Property/ Scientific Equipment: Ships and the ocean are dangerous and perilous environments. Equipment and property can easily be destroyed, lost, or damaged. As such, I waive and discharge WHOI from liability for the damage, loss, or destruction of personal property and/or scientific equipment.

Waiver of Liability: I, for myself, my heirs, executors, administrators, personal representatives, agents and assigns, do hereby release, waive discharge and covenant not to sue WHOI, its officers, directors, employees, agents, underwriters, and assigns and all of their vessels from any and all claims including for loss or damage to any property or my injury and/or death, except to the extent, and only to the extent or percentage at fault, for any claims, losses, liabilities, damages or expenses resulting from WHOI negligence or gross negligence.

Indemnification and Hold Harmless: I, for myself, my heirs, agents and assigns, agree to indemnify, defend, and hold harmless WHOI, its officers, directors, shareholders, employees, agents, vessels, and the from any and all claims, actions, suits, procedures, costs, expenses, damages, judgments, third-party claims, and liabilities, of any kind, nature or description, and including the payment of reasonable attorneys' fees and costs through appeal, brought or arising out of my presence aboard the vessel and/or my participating in any way in the activities of the Scientific Party. I also agree to indemnify WHOI and all of its vessels for any of my negligent or intentional acts, omissions or conduct which result in my injury, death and/or loss of property.

Assumption of the Risk: I understand that my participation in the cruise, including, but not limited to my operation of the ship's equipment may expose me to certain inherent risks, dangers and hazards associated with ocean-going vessels, which include but are not limited to dangers while embarking and disembarking the vessel, the motion and movement of the vessel through rough and unpredictable seas with the attendant rolling or pitching of the vessel, wet decks, stairs, steps and ladders which may be slippery, any and all of which jointly or severally may result in injury, death or damage to me and/or my property. Acknowledging said risks, dangers and hazards, I commit to always keep one hand for myself and one hand for the vessel to minimize the risk of injury and/or death inherent on vessels. I hereby assert that my participation is voluntary and that I knowingly and voluntarily assume all such risks. I hereby certify that insurance coverage will be procured at no expense to WHOI by me, my Employer or sponsoring institution and that proof of insurance covering me for medical and medical evacuation and repatriation shall accompany this form. I understand that I am not covered by WHOI or vessel insurance. If I am an employee or independent contractor, my presence aboard this ship for this cruise is in the course of my assigned duties to that employer, and that employer is responsible for all pay that may be due me for work done aboard ship.

Consent: Any tangible and intangible property, including, but not limited to, chattels, effects, goods, supplies, equipment, collateral, personality, paraphernalia, holdings, gear, belongings, appliances, fixtures, luggage, cargo and/or furnishings in my care, custody, possession or control are at my sole risk of loss and hazard and WHOI shall not be liable for any loss or damage thereto.

Medical: I understand there is limited expert medical care provided on WHOI vessels. For my protection, I have fully described and listed past and present medical conditions that could require medical treatment (including the use of prescription medications) along with describing what actions need to be taken by others in the event I am unable to provide for my own care. Each individual is responsible for providing any medications that may be required during the cruise. I give my consent to WHOI for any and all medical treatment of me, which they deem necessary resulting from my participation in the activities of the Scientific Party with the understanding that the costs of any such treatment will be my responsibility. Should I require emergency medical treatment as a result of accident or illness arising during my participation in the activities of the Scientific Party I consent to such treatment. I acknowledge that WHOI does not provide health, accident or medical evacuation and repatriation insurance for non-employee shipboard personnel and I agree to be financially responsible for any expenses incurred because of emergency medical treatment. I have provided information concerning any medical conditions about which emergency medical personnel should be aware.

Media License and Release: I irrevocably grant WHOI the following rights in perpetuity, royalty free, worldwide, and the ability to sublicense or assign any rights granted herein: (1) permission and license to use any photographs, videos, text or other materials or works of authorship I create while on board ("Works") including the rights to distribute, exhibit, create derivatives therewith, or otherwise exploit the Works, each in whole or in part; and (2) make, use, distribute, exhibit, create derivative works therewith, or otherwise exploit recordings made on board or otherwise associated with the voyage that include my appearance, voice, image and/or likeness and/or to use my name, voice, biography, likeness, or other identifying indicia, each in whole or in part, in any and all manner or media now known or hereinafter devised ("Recordings"). I agree that, as between us, (a) I shall retain all right and title in and to Works, (b) WHOI shall solely own all right and title in and to any derivatives created therewith any Works, (c) WHOI shall solely own all right, title and interest in any Recordings, and (d) I shall not receive any monetary compensation for my appearance on Recordings or for any of the rights or forbearances granted herein. I agree that, within a reasonable time period after the conclusion of the cruise or if otherwise requested by WHOI, I shall provide WHOI with the highest quality copy available of any Works.

Claims: In the event I have any claim(s) not released herein against WHOI or any of its vessels, I acknowledge the institution of suit on said claim(s) must be filed within one year from the date on which the injury, death or loss occurred. I further acknowledge and agree that WHOI and its vessel shall have no liability for claims of emotional distress, mental suffering, or psychological injury which were not intentionally inflicted, the result of actual physical injury or the result of claimant having been in actual risk of physical injury, caused by negligence or fault of WHOI or its vessels.

Governing Law and Venue: This Waiver of Liability, Indemnity and Consent Agreement shall be governed, construed and interpreted in accordance with the general maritime law, and to the extent not applicable, the laws of the Commonwealth of Massachusetts, without regard to its conflicts of law provisions. Any dispute, controversy or claim arising out of or relating to this Agreement shall be litigated, if at all, in and before the courts of the Commonwealth of Massachusetts, to the exclusion of the courts of any other state, territory or country.

have read, understood and agree to the terms and conditions stated on this “Waiver of Liability, Indemnity and Consent Agreement”

Signature: _____ Title: _____

Print Name: _____ Date: _____

The completed Shipboard Scientific Personnel Waiver of Liability, Indemnity and Consent Agreement may be sent by email (SSPI@who.edu) or US mail (Marine Operations, MS #27, Woods Hole Oceanographic Institution, Woods Hole, MA 02543). It must be returned along with proof of insurance **ONE MONTH BEFORE THE CRUISE BEGINS**. All Agreements must contain original signatures prior to the ship’s departure.