



<b>TITLE</b>	<i>Voyage Agreement</i>		
<b>Guideline Reference No:</b>	2005/2.1/v.1		
<b>Commencement date:</b>	12/09/05	<b>Review date:</b>	12/09/07
<b>Scope</b>	Marine National Facility research vessels		
<b>Group responsible</b>	Ship Management Group		
<b>Further advice</b>	Director, Research Vessels		

<b>GUIDELINE STATEMENT</b>	
<b>Purpose:</b>	To provide a standard format for agreements for the use of CSIRO owned research vessels. This standard format to clearly articulate the rights and obligations of all parties to these agreements.
<b>Definitions (optional)</b>	Refer to definitions contained in Policy 2005/2/v.1
<b>Specifications (optional)</b>	The recommended form of agreement is attached to this document as Attachment 1.

<b>Guideline Implementation</b>		
<b>Process</b>	<b>Responsibility</b>	<b>Timeline</b>
Advise Principal Investigator by email that proposal allocated time aboard research vessel.	Director, Research Vessel	Within 5 working days of decision.
Complete initial draft of Agreement based on research proposal.	Voyage Operations Manager	Within 30 days of initial advice.
Forward initial draft of Agreement to Chief Scientist with vessel information kit and voyage planning pack.	Director, Research Vessels	On completion of draft.
Negotiate detail of voyage. Complete: <ul style="list-style-type: none"> <li>Final draft of Agreement</li> <li>Voyage Plan</li> </ul>	Voyage Operations Manager Chief Scientist	Overseas: complete at least 7 months before commencement. Coastal: complete at least 4 months before commencement.
Submit Agreement to Sponsoring Agency for signature (attach Voyage Plan)	Chief Scientist	On completion of planning.
Forward to Ship Management Group	Chief Scientist	On signature.

Forward to: Director , Research Vessels for signature	Voyage Operations Manager	On receipt.
Return copy to Chief Scientist	Voyage Operations Manager	On signature.

<b>ACCOUNTABILITIES</b>	
<b>Implementation</b>	Marine Operations Managers
<b>Compliance</b>	Director, Research Vessels  Failure of compliance may result in the following: <ul style="list-style-type: none"> <li>• Exposure to unanticipated liability</li> <li>• Failure to recoup expenditure</li> </ul>
<b>Monitoring and Evaluation</b>	Ship Management Group
<b>Development and Review</b>	Ship Management Group
<b>Approval Authority</b>	Chief, CMAR
<b>Group responsible</b>	Ship Management Group

<b>WHO SHOULD KNOW THIS POLICY?</b>
<ul style="list-style-type: none"> <li>• Ship Management Group</li> <li>• Marine National Facility Users</li> </ul>

<b>REVISION HISTORY</b>				
<b>Revision Ref No</b>	<b>Approved/Rescinded</b>	<b>Date</b>	<b>Authority</b>	<b>Document Title</b>
Guideline 2005/2.1/v.1	Approved	12/09/05	MNF SC	Voyage Agreement

<b>EFFECTIVENESS OF THIS PROCEDURE</b>	
<b>Performance Indicators</b>	Number of questions about the terms under which research vessels are provided to users.

# Voyage Agreement



## PART I

<b>1. Place and date</b> Insert Place  01/01/2001	<b>2. Sponsoring Agency</b> 2(a) Name  Insert Name of Sponsoring Agency  2(b) Place of Business Insert Registered Place of Buisness of Sponsoring Agency
<b>3. Vessel</b> 3(a) <b>RV Southern Surveyor</b>	3(b) Official Number: <b>851249</b>
<b>4. Date and time of delivery</b> 01/01/2001 00:00	<b>5. Port or place of delivery</b> Insert Delivery Port
<b>6. Date and time of redelivery</b> 01/01/2001 00:00	<b>7. Port or place of redelivery</b> Insert Redelivery port
<b>8. Mobilisation charge (lump sum and when due)</b> \$0 01/01/2001 00:00	<b>9. Demobilisation charge (lump sum)</b> \$0
<b>10. Classification Society</b> Lloyds Register of Ships	<b>11. Employment of vessel restricted to:</b> Scientific Research
<b>12. Agreement hire (rate agreed)</b> \$0 AUD /day or part thereof.	<b>13. Meals and Accommodation (rate agreed)</b> \$0 AUD /person/day or part thereof.
<b>14. Payments:</b> mode of payment Electronic Transfer place of payment Hobart beneficiary Marine National Facility bank account ???-???-????	<b>15. Maximum audit period</b> 1 year
<b>16. Early termination of Agreement</b> 90 days	<b>17. Cancellation Fee</b> \$0
<b>18. Names and addresses for notices</b> 18(a) Owner Director, Research Vessels  GPO Box 1538 Hobart, 7000 Tasmania  Fax: +61(0)3 6232 5191	18(b) Sponsoring Agency Insert Sponsoring Agency Contact  Insert address of Sponsoring Agency  Fax: Insert Fax Number

It is mutually agreed between the party stated in Box 2 and the Marine National Facility, acting on behalf of the Commonwealth Scientific and Industrial Research Organisation (CSIRO), that this Agreement consisting of PART I and PART II as well as Annexes "A" (Details of Voyage), "B" (Details of Vessel), "C" (Details of Equipment) and "D" (Details of Consumables) attached hereto, shall be performed subject to the conditions contained herein and the policies of the Marine National Facility and CSIRO. In the event of a conflict of conditions, the provisions of PART I and Annexes "A", "B", "C" and "D" shall prevail over those of PART II to the extent of such conflict but no further.

<b>Signature (Owner)</b> Insert Name Insert Position  _____	<b>Signature (Sponsoring Agency)</b> Insert Name Insert Position  _____
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### 1. Voyage

IT IS AGREED on the date stated in [Box 1](#) between CSIRO as owner's of the Vessel stated in [Box 3](#), with main particulars stated in [Annex B](#) and the party stated in [Box 2](#) as the Sponsoring Agency, that subject to the terms and conditions hereinafter, CSIRO let and the Sponsoring Agency hire the Vessel for a Voyage starting at the port or place stated in [Box 5](#) on the date and at the time mentioned in [Box 4](#) and terminating at the place stated in [Box 7](#) on the date mentioned in [Box 6](#) and in accordance with the agreed itinerary attached hereto as [Annex A](#) (hereinafter referred to as "Voyage").

### 2. Hire

- 2.a. Hire. - The Sponsoring Agency shall pay Hire for the Vessel at the rate stated in [Box 12](#) per calendar day inclusive of the day that the Vessel is delivered to the Sponsoring Agency until and including the day of expiration or earlier termination of this Agreement.
- 2.b. Victualling – The Sponsoring Agency shall pay victualling and accommodation at the rate stated in [Box 13](#) per calendar day inclusive of the day that the Vessel is delivered to the Sponsoring Agency until and excluding the day of expiration or earlier termination of this Agreement for each person the Sponsoring Agency embarks in support of the research mission of the Voyage.
- 2.c. Other Charges – The Sponsoring Agency shall pay to the Marine National Facility, in accordance with MNF Policy 2005/2/v.1, charges incurred for the provision of communication services to the Sponsoring Agency, and shall also pay to The Marine National Facility the replacement cost of any consumable items, as indicated in Annex D, used during the Voyage.
- 2.d. Extension - If the itinerary identified in Annex A is altered in accordance with MNF Policy 2005/2/v.1 in such a way as to increase the number of calendar days between the date mentioned in [Box 4](#) and the date mentioned in [Box 6](#), Hire for such extension shall be at the rate stated in [Box 12](#).

### 3. Liabilities and Indemnities

#### 3.a. Liability to Sponsoring Agency

CSIRO as owners shall be under no liability whatsoever to the Sponsoring Agency for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of the performance of this Agreement UNLESS same results from the owner's default in which case CSIRO indemnifies the Sponsoring Agency and holds them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of the Owner's Default and against and in respect of all Costs which the Sponsoring Agency may suffer or incur (either directly or indirectly) as a result of the Owner's Default provided that any such liability shall be reduced proportionately to the extent that the Sponsoring Agency's Default contributed to the relevant Costs.

#### 3.b. Liability to the Owners

The Sponsoring Agency hereby undertake to keep the Owners indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of the Sponsoring Agency's Default and against and in respect of all Costs which the Owner may suffer or incur (either directly or indirectly) as a result of the Sponsoring Agency's Default, provided that any such liability shall be reduced proportionately to the extent that the Owner's Default contributed to the relevant Costs and by any amount recoverable under the Insurances.

- 3.c. Consequential Damages. -Neither party shall be liable to the other for, and each party hereby agrees to protect, defend and indemnify the other against, any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Agreement, including, but not limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance.
- 3.d. Limitations. - Nothing contained in this Agreement shall be construed or held to deprive CSIRO or the Sponsoring Agency, as against any person or party, including as against each other, of any right to claim limitation of liability provided by any applicable law, statute or convention, save that nothing in this Agreement shall create any right to limit liability. Where CSIRO or the Sponsoring Agency may seek an indemnity under the provisions of this Agreement or against each other in respect of a claim brought by a third party, CSIRO or the Sponsoring Agency shall seek to limit their liability against such third party.
- 3.e. Himalaya Clause.
- 3.e.i. All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute, rule or regulation for the benefit of the Sponsoring Agency shall also apply to and be for the benefit of the Sponsoring Agency's parent, affiliated, related and subsidiary companies; the Sponsoring Agency's contractors, sub-contractors, clients, joint venturers and joint interest owners (always with respect to the job or project on which the Vessel is employed); their respective employees and their respective underwriters.
- 3.e.ii. All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Agreement or by any applicable statute, rule or regulation for the benefit of CSIRO shall also apply to and be for the benefit of CSIRO's parent, affiliated, related and subsidiary companies, CSIRO sub-contractors, the Vessel, its Master, Officers and Crew, its registered owner, its operator, its demise charterer(s), their respective employees and their respective underwriters.
- 3.e.iii. CSIRO or the Sponsoring Agency shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for the limited purpose of contracting for the extension of such benefits to such persons and parties.
- 3.f. Hazardous and Noxious Substances. - Notwithstanding any other provision of this Agreement to the contrary, the Sponsoring Agency shall always be responsible for any losses, damages or liabilities suffered by CSIRO, their employees, contractors or sub-contractors, by the Sponsoring Agency, or by third parties, with respect to the Vessel or other property, personal injury or death, pollution or otherwise, which losses, damages or liabilities are caused, directly or indirectly, as a result of the Vessel's carriage of any hazardous and noxious substances in whatever form as ordered by the Sponsoring Agency, and the Sponsoring Agency shall defend, indemnify CSIRO and hold CSIRO harmless for any expense, loss or liability whatsoever or howsoever arising with respect to the carriage of hazardous or noxious substances.
- 4. Pollution**
- 4.a. CSIRO shall be liable for, and agree to indemnify, defend and hold harmless the Sponsoring Agency against, all claims, costs, expenses, actions, proceedings, suits, demands and liabilities whatsoever arising out of actual or potential pollution damage and the cost of cleanup or control thereof arising from acts or omissions of CSIRO or their personnel which cause or allow discharge, spills or leaks from the Vessel, except as may emanate from Sponsoring Agency science equipment thereon or therein.
- 4.b. The Sponsoring Agency shall be liable for and agree to indemnify, defend and hold harmless CSIRO from all claims, costs, expenses, actions, proceedings, suits, demands, liabilities, loss or damage whatsoever arising out of or resulting from any other actual or potential pollution damage, even where caused wholly or partially by the act, neglect or default of CSIRO, their employees, contractors or sub-contractors or by the unseaworthiness of the Vessel.

<b>5.</b>	<b>Lien</b> The Sponsoring Agency will not suffer, nor permit to be continued, any lien or encumbrance incurred by them or their agents, which might have priority over the title and interest of CSIRO in the Vessel. Except as provided in Paragraph 3, the Sponsoring Agency shall indemnify and hold CSIRO harmless against any lien of whatsoever nature arising upon the Vessel during the Voyage, and against any claims against CSIRO arising out of the operation of the Vessel by the Sponsoring Agency or out of any neglect of the Sponsoring Agency in relation to the Vessel or the operation thereof. Should the Vessel be arrested by reason of claims or liens arising out of her operation hereunder, unless brought about by the act or neglect of CSIRO, the Sponsoring Agency shall at their own expense take all reasonable steps to secure that within a reasonable time the Vessel is released and at their own expense put up bail to secure release of the Vessel.
<b>6.</b>	<b>Content of Agreement.</b> This Agreement and Marine National Facility Policy 2005/2/v.1 and associated procedures and guidelines contains the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior negotiations, proposals, statements of intent and other representations with respect to such subject matter. This Agreement may not be changed orally nor may any provision or right be waived, modified, enlarged, amended or varied in any manner nor may it be abrogated or discharged except in each case by a written instrument signed by the party to be charged therewith. The failure of any party to insist upon strict compliance with or performance of any of the provisions of this Agreement shall not constitute a waiver or abrogation of such provisions, or any other provision, nor shall it constitute a waiver of compliance in any other instance. No course of dealing between the parties and no delay on the part of any party in exercising any right hereunder shall operate as a waiver of any right of the parties.
<b>7.</b>	<b>Severability Clause</b> If any portion of this Agreement is held to be invalid or unenforceable for any reason by a court or governmental authority of competent jurisdiction, then such portion will be deemed to be stricken and the remainder of this Agreement shall continue in full force and effect.
<b>8.</b>	<b>Headings</b> The headings of this Agreement are for identification only and shall not be deemed to be part hereof or be taken into consideration in the interpretation or construction of this Agreement.

## ***Annex A***

### **Voyage Itinerary**

Attach Voyage Itinerary.

Itinerary should include:

- Ports / Places of delivery and redelivery stating ETA & ETD
- Time allowed for mobilization / demobilization
- Waypoints (Lat / Long in WGS '84)
- Research Areas (Specify corner coordinates)
- Intermediate ports / places stating purpose of visit, ETA & ETD

## Annex B

### Vessel's Particulars

#### RV *Southern Surveyor* – Main Particulars

##### A General

Classification	100A1+LMC UMS
Registered home port	Hobart
Current Manager	P&O Maritime Services Pty Ltd (ACN 004 232 679)

##### B Principal Dimensions

Length Overall (LOA)	66.1	m
Length between Perpendiculars (LPB)	61.4	m
Beam	12.3	m
Draught	5.3	m

##### C Tonnages

Deadweight	2000	tonnes
Gross Registered Tonnage (GRT)	1594	tonnes
Nett Registered Tonnage	489	tonnes

##### D Capacities

Fuel Oil	215	tonnes 95%
Fresh Water	70	tonnes
Ballast	110	tonnes
Sewage Tank	38	tonnes
Lubrication Oil (Storage)	14000	litres
Lubrication Oil (in L.O. System ME)	1500	litres
Leak Oil	0.5	Litres
Sludge Tank	1.7	tonnes
Coffer Dam	10	tonnes

##### E Other Particulars

Service Speed at 70% MCR	9	knots
Fuel Consumption	Main Engine	11.5 tonnes
Specific Fuel Consumption		189 g/KHW±5%
Auxiliary (each)		1 tonnes

Official Number	851249
Port of Registry	Hobart



## ***Annex C***

### **Equipment and Services Provided**

List Equipment, Services and Spaces provided on particular voyage

## ***Annex D***

### **Consumable Items Schedule**

List Consumable Items to be replaced