

			
TITLE	Vessel use Principles		
Policy reference and Version No:	2005/2/v.1		
Policy type	Operational		
Commencement date:	12/09/05	Review date:	12/09/07
Scope	RV <i>Southern Surveyor</i>		
Group responsible	Ship Management Group		
Further advice	Voyage Operations Manager		

POLICY STATEMENT	
Purpose	<p>This policy is intended to clearly articulate to users of the Marine National Facility research vessel <i>Southern Surveyor</i> the principles upon which Voyage Agreements are based. It is intended that these principles are fundamental to Voyage Agreements entered into for use of the vessel and that by accepting the terms of a Voyage Agreements vessel users also accept, and agree to abide by, these principles. The principles themselves are intended to clearly articulate the basis upon which access to the vessel is provided.</p>
Overview	<p>The Marine National Facility has been established by CSIRO's Division of Marine and Atmospheric Research to operate RV <i>Southern Surveyor</i> on behalf of the Australian people as a National Research Facility. RV <i>Southern Surveyor</i> provides the Australian Marine Science community with the ability to gather data and conduct research in the waters of the continental shelf and surrounding EEZ. The Marine National Facility:</p> <ul style="list-style-type: none"> • grants ship time to competing applicants to the extent of the appropriation provided by government, and • makes any remaining time available to research institutions on a cost recovery basis, <p>Access to time aboard the vessel is provided on the primary basis that the Australian public will achieve the maximum possible benefit from making that time available. In order that time is equitably and efficiently allocated across competing interests it is appropriate that each stakeholder in a research voyage have a clear understanding of its role and responsibility and the extent and limits on services provided by the Marine National Facility. This policy establishes the commercial and legal principles upon which access to research time aboard the vessel is granted.</p>
Objectives	To clarify for all stakeholders the terms under which research



<p>Definitions</p>	<p>vessel services are made available to users.</p> <p><i>The vessel</i> RV <i>Southern Surveyor</i>, Official Number 851249.</p> <p><i>Collaborative Research Voyage</i> A voyage (referred to in this document and Voyage Agreements as “<i>the voyage</i>”) conducted aboard the research vessel “<i>Southern Surveyor</i>” under the terms and conditions identified in the letter of agreement titled “Use of the Marine National Facility RV <i>Southern Surveyor</i> to conduct collaborative research” dated 5th February 2004 and co-signed by:</p> <ul style="list-style-type: none"> • Dr. Tony Haymet; Chief, Division of Marine and Atmospheric Research, CSIRO • Dr C.B.Foster; Chief, Petroleum and Marine Division, Geoscience Australia • Mr M Kitchell; Director, National Oceans Office <p><i>Chief Scientist</i> On the voyage there will be a person with nominated responsibility for the execution of the approved science mission. This person is designated Chief Scientist. The Chief Scientist may or may not be a CSIRO officer.</p> <p><i>CSIRO</i> The Commonwealth Scientific and Industrial Research Organisation.</p> <p><i>Director, Research Vessels</i> The person, at the time of execution of the voyage, holding the office of Director, Research Vessels with the CSIRO Division of Marine and Atmospheric Research(referred to in this document as “<i>the Director</i>”).</p> <p><i>Marine National Facility (MNF)</i> The term Marine National Facility refers to the research vessel <i>Southern Surveyor</i>.</p> <p><i>Research Project Leader</i> Where more than one research project is undertaken on a voyage there will be a person with nominated responsibility for the execution of each research project. This person is designated Research Project Leader. Chief Scientists may fill the role of Research Project Leader for one or more Research Projects. A Research Project Leader may be responsible for one or more Research Projects. While aboard the vessel Research Project Leaders are responsible to the Chief Scientist for the execution of their Research Projects.</p> <p><i>Science Mission Personnel</i> Those persons selected by the Sponsoring Agency to travel aboard the vessel in order to undertake the science for which the vessel has been made available to the Sponsoring Agency and which is the purpose (mission) of the voyage.</p>
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	<p><i>Sponsoring Agency</i> The organization sponsoring and agreeing to support the primary research for which the voyage is being conducted. While more than one agency or organization may have an interest in a voyage it is the sponsoring agency with which agreement for a voyage will be reached and which accepts responsibility for the conduct of the voyage's science mission and any financial or other liabilities which may arise under the terms of a voyage agreement.</p> <p><i>Voyage Manager</i> On the voyage there will be a person with nominated responsibility for the vessel and its equipment. This person is designated Voyage Manager. This person will be an officer of the CSIRO.</p> <p><i>3rd party science equipment</i> Equipment, for the purpose of conducting, or supporting the conduct of research other than that contemplated by this agreement, brought aboard by agencies / persons / organizations other than the Marine National Facility and the Sponsoring Agency</p> <p><i>Sponsoring Agency science equipment</i> Equipment, for the purpose of conducting, or supporting the conduct of the research contemplated by this agreement, brought aboard by the Sponsoring Agency</p> <p><i>Voyage Agreement</i> Agreements for use of the Vessel based on the form of Agreement contained in MNF Guideline 2005/2.1/v.1</p>
<p>Policy provisions</p>	<p>1. Voyage Agreements Agreements for use of Marine National Facility vessels, unless otherwise directed by the Chief of CSIRO's Division of Marine and Atmospheric Research, will be based on the form of Voyage Agreement contained in Marine National Facility Guideline 2005/2.1/v.1.</p> <p>2. Alterations to Vessel's Itinerary</p> <p>2.1. The itinerary in a Voyage Agreement is based on the condition that the following operations will be completed within the time allocated for these operations in the itinerary:</p> <p>2.1.1. mobilisation of sponsoring agency and 3rd party science equipment;</p> <p>2.1.2. embarkation of mission personnel;</p> <p>2.1.3. demobilisation of sponsoring agency and 3rd party science equipment;</p> <p>2.1.4. disembarkation of mission personnel;</p> <p>2.2. The Sponsoring Agency is not entitled to any extension in the duration of a Voyage, nor to any change in the itinerary described in the Voyage Agreement.</p>



	<p>2.3. The Marine National Facility may at its discretion change the scheduled itinerary, with all additional costs and expenses arising out of such a change in scheduled itinerary to be for the Sponsoring Agency's account in the event of any operation identified in paragraphs 2.1.1-2.1.4 not being completed in the time allowed in a Voyage Agreement.</p> <p>2.4. The itinerary described in a Voyage Agreement may be altered or times and dates changed for any cause which the Master in his or her absolute discretion shall consider to be just and reasonable for the safety and security of the Vessel as well as the comfort of mission personnel or the efficient and effective execution of the science mission and, if the circumstances so permit, the itinerary will be revised by the Master in consultation with the Marine National Facility and the Sponsoring Agency.</p> <p>2.5. The Master may also alter the itinerary:</p> <p>2.5.1. where caused by circumstances beyond his or her control;</p> <p>2.5.2. to save life or property in distress;</p> <p>2.5.3. to provide and/or to receive medical assistance;</p> <p>2.5.4. to cope with any other urgency which may arise;</p> <p>2.5.5. to replenish bunkers and/or stores as a consequence of any of the causes described in paragraphs 2.3, 2.4 and 2.5</p> <p>3. Availability</p> <p>3.1. The Marine National Facility shall exercise due diligence to make available the Vessel on the date and at the time stated in the Voyage Agreement, in a seaworthy and clean condition, free of 3rd party science equipment and configured for the intended science mission, properly manned, and supplied for the performance of the Voyage at the port or place stated in the Voyage Agreement where the Vessel can safely lie always afloat provided that if for any reason whatsoever such availability of the vessel is delayed beyond 08:00 on the calendar day following the date stated in the Voyage Agreement either party shall have the option to cancel this Agreement or amend the Vessel's itinerary identified in the Voyage Agreement in accordance with paragraph 18.2.1</p> <p>4. Mobilisation / Demobilisation</p> <p>4.1. The Sponsoring Agency shall pay a lump sum as stated in the Voyage Agreement without discount by way of mobilisation charge in consideration of the Marine National Facility giving delivery at the port or</p>
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	<p>place stated in the Voyage Agreement.</p> <p>4.2. The Sponsoring Agency shall pay a lump sum as stated in the Voyage Agreement without discount by way of demobilisation charge which amount shall be paid on the expiration or on earlier termination of this Agreement.</p> <p>4.3. Should the Marine National Facility agree to the Vessel loading and transporting scientific equipment and/or undertaking any other service for the Sponsoring Agency en route to the port of delivery or from the terminating place stated in the Voyage Agreement, then all terms and conditions of the Voyage Agreement shall apply to such loading and transporting and/or other service exactly as if performed during the Agreement Period excepting only that any lump sum freight agreed in respect thereof shall be payable on shipment or commencement of the service as the case may be, the Vessel and/or goods lost or not lost.</p> <p>4.4. Embarkation of Mission Personnel and Equipment</p> <p>4.4.1. The Sponsoring Agency shall be responsible for all arrangements (including all expenses thereof) prior to mission personnel embarkation and for the arrival of the mission personnel and their luggage and equipment at the embarkation port sufficiently in advance of departure to enable timely boarding and loading.</p> <p>4.4.2. The Vessel's Crew will operate the machinery on board the Vessel for loading and unloading science equipment; and will hook and unhook science equipment when loading or discharging. If the port regulations or the seamen and/or labour unions do not permit the Crew of the Vessel to carry out any of this work, then the Sponsoring Agency shall make, at their own expense, whatever other arrangements may be necessary, always under the direction of the Master.</p> <p>4.4.3. The Sponsoring Agency shall advise the mission personnel that they and their luggage and science equipment may be subjected to security inspections, which may involve physical search.</p> <p>5. Condition of Vessel</p> <p>The Vessel shall be delivered fully classed for ships of its type with the Classification Society stated in the Voyage Agreement and shall throughout the Voyage be in possession of all necessary certificates.</p> <p>5.1. The Sponsoring Agency have inspected or have had the opportunity to inspect the Vessel and</p>
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acknowledge having accepted the Vessel and its facilities.

6. Employment and Area of Operation

- 6.1. The Vessel shall be employed in research activities which are lawful in accordance with the law of the place of the Vessel's flag and registration and of the place of operation. Such activities shall be restricted to scientific research, and to the itinerary identified in the Voyage Agreement which shall always be within Institute Warranty Limits and which shall in no circumstances be exceeded. Unless otherwise agreed, the Vessel shall not be employed as a diving platform.
- 6.2. Relevant permission and licences from responsible authorities for the Vessel to enter, work in and leave the Area of Operation shall be obtained by the Sponsoring Agency and the Marine National Facility shall assist, if necessary, in every way possible to secure such permission and licences.
- 6.3. The Sponsoring Agency shall be entitled to embark and load, so far as space is available and for their purposes in connection with their operations:
 - 6.3.1. Persons other than crew members, other than fare paying, and for such purposes the Marine National Facility shall place at the disposal of the Sponsoring Agency the whole or part of the Vessel's accommodation in accordance with the description of cabins, berths and research facilities contained in the Voyage Agreement. The mission personnel shall also be permitted the use of the public rooms and those parts of the Vessel's deck space which are normally available for science mission use.
 - 6.3.2. Sponsoring Agency science equipment whether carried on or under deck.
 - 6.3.3. Explosives and dangerous substances whether in bulk or packaged, provided proper notification has been given and such substances is marked, packed and capable of being stowed and secured in accordance with the national regulations of the Vessel and the International Maritime Dangerous Goods Code and other pertinent regulations. Failing such proper notification, marking or packing the Sponsoring Agency shall indemnify the Marine National Facility in respect of any loss, damage or liability whatsoever and howsoever arising therefrom. The Sponsoring Agency accepts responsibility



	<p>for any additional expenses (including reinstatement expenses) incurred by the Marine National Facility in relation to the carriage of explosives and dangerous substances.</p> <p>6.3.4. Hazardous and noxious substances, subject to paragraph 3f of Part II of the Voyage Agreement, proper notification and any pertinent regulations.</p> <p>6.4. The Sponsoring Agency warrants that mission personnel shall not bring on board contraband or illegal substances; nor firearms or live animals without the prior consent of the Marine National Facility.</p> <p>7. Owners' and Master's Authority</p> <p>7.1. The entire operation, navigation, and management of the Vessel shall be in the exclusive control and command of the Marine National Facility, their Master, Officers and Crew. The Master shall have complete and unrestricted discretion to act in any way he regards as appropriate, including but not limited to such action as the Master may consider necessary or desirable to preserve the safety and security of the Vessel or the comfort of the mission personnel, to comply with local and flag state law, to safeguard the environment and to maintain good order and security on the Vessel. In the performance of the Agreement, the Marine National Facility is deemed to be an independent contractor, the Sponsoring Agency being concerned only with the results of the services performed.</p> <p>7.2. The Marine National Facility or the Master may at their sole discretion and without any liability on their part refuse transportation of, or at any stage of the Voyage disembark, any person who in their judgement endangers the Vessel or self, is or becomes unfit to travel, or jeopardises the health, safety or well-being of other persons on board.</p> <p>7.3. If the Sponsoring Agency have reason to be dissatisfied with the conduct of the Master or any Officer or member of the Crew, the Marine National Facility on receiving particulars of the complaint shall promptly investigate the matter and if the complaint proves to be well founded, the Marine National Facility shall as soon as reasonably possible make appropriate changes in the appointment.</p> <p>8. Marine National Facility to Provide.</p> <p>8.1. The Marine National Facility shall provide and pay for all provisions, wages and all other expenses of the Master, Officers and Crew; all maintenance and</p>
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repair of the Vessel's hull, machinery and equipment as specified in Annex 3 to the Voyage Agreement; also, except as otherwise provided in this policy, for all insurance on the Vessel, all dues and charges directly related to the Vessel's flag and/or registration, all deck, cabin and engineroom stores, cordage required for ordinary ship's purposes mooring alongside in harbour, and all fumigation expenses and de-ratisation certificates. The Marine National Facility's obligations under this paragraph extend to cover all liabilities for consular charges appertaining to the Master, Officers and Crew, customs or import duties arising at any time during the performance of a Voyage Agreement in relation to the personal effects of the Master, Officers and Crew, and in relation to the stores, provisions and other matters as aforesaid which the Marine National Facility are to provide and/or pay for.

8.2. The Marine National Facility shall provide suitable provisions and requisites, bedding and services for mission personnel for which the Sponsoring Agency shall pay in accordance with the Voyage Agreement.

8.3. The Marine National Facility will provide at their then current tariff expressed in Australian Dollars, communication services.

8.4. On delivery the Vessel shall be equipped, if appropriate, at the Marine National Facility's expense with any towing and science equipment handling systems specified in Annex 3 to the Voyage Agreement. If during the Agreement Period any such equipment becomes lost, damaged or unserviceable, other than as a result of the Marine National Facility's negligence, the Sponsoring Agency shall either provide, or direct the Marine National Facility to provide, an equivalent replacement at the Sponsoring Agency's expense.

9. Sponsoring Agency to Provide.

9.1. While the Vessel is on hire the Sponsoring Agency shall provide and pay for all port charges, pilotage and boatmen and canal steersmen (whether compulsory or not), launch hire (unless incurred in connection with the Marine National Facility's business), light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred on the Sponsoring Agency's business, costs for security or other watchmen, and of quarantine (if occasioned by the nature of the substances carried or the ports visited whilst employed under this Agreement but not otherwise) subject to paragraph 9.2.

9.2. The Marine National Facility shall provide and pay



	<p>for all port charges, pilotage and boatmen and canal steersmen, launch hire, light dues, tug assistance, canal, dock, harbour, tonnage and other dues and charges, agencies and commissions incurred, costs for security or other watchmen, incurred:</p> <p>9.2.1. at the port or place of delivery identified in the Voyage Agreement prior to such time as the Vessel shall have cleared outward from the said port or place' and</p> <p>9.2.2. at the port or place of termination identified in the Voyage Agreement after such time as the vessel commences entry to the said port or place as the terminating port or place of the Voyage as indicated in the itinerary identified in Annex A of the Voyage Agreement.</p> <p>9.3. At all times the Sponsoring Agency shall provide and pay for the loading and unloading of equipment so far as not done by the Vessel's crew, all necessary dunnage, uprights and shoring equipment for securing science equipment, all cordage except as to be provided by the Marine National Facility, all ropes slings and special runners actually used for loading and discharging, and further, shall refill oxygen/acetylene bottles used for or in support of research conducted.</p> <p>9.4. The Sponsoring Agency shall pay for customs duties, all permits, import duties (including costs involved in establishing temporary or permanent importation bonds), and clearance expenses for the Sponsoring Agency's science equipment, required for or arising out of this Agreement.</p> <p>10. Payments and invoicing</p> <p>10.1. Invoicing. - All invoices shall be issued in Australian Dollars. In respect of reimbursable expenses incurred in currencies other than Australian Dollars, the rate of exchange into Australian Dollars shall be that quoted by the Central Bank of the country of such other currency as at the date of the Marine National Facility's invoice. Invoices covering Hire and any other payments due shall be issued monthly or at the expiration or earlier termination of the Voyage Agreement.</p> <p>10.2. Payments. - Payments of Hire and disbursements for the Sponsoring Agency's account shall be received within 30 days from the date of receipt of the invoice. Payment shall be made in Australian Dollars in full without discount to the account stated in the Voyage Agreement. Where an invoice is disputed, the Sponsoring Agency shall in any event pay the undisputed portion of the invoice but shall be entitled to withhold payment of the disputed</p>
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portion provided that such portion is reasonably disputed and the Sponsoring Agency specify such reason. Should the Marine National Facility prove the validity of the disputed portion of the invoice, balance payment shall be received by the Marine National Facility within 5 banking days after the dispute is resolved. Should the Sponsoring Agency's claim be valid, a corrected invoice shall be issued by the Marine National Facility. In default of payment as herein specified, the Marine National Facility may require the Sponsoring Agency to make payment of the amount due within 5 banking days of receipt of notification from the Marine National Facility; failing which the Marine National Facility shall have the right to withdraw the Vessel without prejudice to any claim the Marine National Facility may have against the Sponsoring Agency under this Agreement. While payment remains due the Marine National Facility shall be entitled to suspend the performance of any and all of their obligations hereunder and shall have no responsibility whatsoever for any consequences thereof, in respect of which the Sponsoring Agency hereby indemnify the Marine National Facility, and Hire shall continue to accrue and any extra expenses resulting from such suspension shall be for the Sponsoring Agency's account.

10.3. Audit. - The Sponsoring Agency shall have the right to appoint an independent chartered accountant to audit the Marine National Facility's books directly related to work performed under a Voyage Agreement at any time after the conclusion of a Voyage Agreement, up to the expiry of the period stated in the Voyage Agreement, to determine the validity of the Marine National Facility' charges hereunder. The Marine National Facility undertakes to make their records available for such purposes at their principal place of business during normal working hours. Any discrepancies discovered in payments made shall be promptly resolved by invoice or credit as appropriate.

11. Suspension of Hire

11.1. If as a result of any deficiency of Crew or of the Marine National Facility's stores, strike of Master, Officers and Crew, breakdown of machinery, damage to hull or other accidents to the Vessel, the Vessel is prevented from working, no Hire shall be payable in respect of any time lost and any Hire paid in advance shall be adjusted accordingly provided always however that Hire shall not cease in the event of the Vessel being prevented from working as aforesaid as a result of:



	<p>11.1.1. the carriage of substances as noted in paragraphs 6.3.3 and 6.3.4.</p> <p>11.1.2. quarantine or risk of quarantine unless caused by the Master, Officers or Crew having communication with the shore at any infected area not in connection with the employment of the Vessel without the consent or the instructions of the Sponsoring Agency;</p> <p>11.1.3. deviation from her Agreement duties or exposure to abnormal risks at the request of the Sponsoring Agency;</p> <p>11.1.4. detention in consequence of being driven into port or to anchorage through stress of weather,</p> <p>11.1.5. any act or omission of the Sponsoring Agency, their servants or agents.</p> <p>11.2. Liability for Vessel not Working. - the Marine National Facility's liability for any loss, damage or delay sustained by the Sponsoring Agency as a result of the Vessel being prevented from working by any cause whatsoever shall be limited to suspension of hire.</p> <p>11.3. Maintenance. - Notwithstanding paragraph 11.1, the Sponsoring Agency shall grant the Marine National Facility a maximum of 24 hours on hire, which shall be cumulative, per month or pro rata for part of a month from the commencement of the Agreement Period for maintenance and repairs (hereinafter referred to as "maintenance allowance"). Hire shall be suspended during any time taken in maintenance repairs in excess of the accumulated maintenance allowance.</p> <p>12. Salvage Subject to the Sponsoring Agency's consent, which shall not be unreasonably withheld, the Vessel shall be at liberty to undertake attempts at salvage, it being understood that the Vessel shall be off hire from the time she leaves port or commences to deviate and she shall remain off-hire until she is again in every way ready to resume the Sponsoring Agency's service at a position which is not less favourable to the Sponsoring Agency than the position at the time of leaving port or deviating for the salvage services. Any salvage recoveries are for the Marine National Facility' account.</p> <p>13. General Average General Average shall be adjusted and settled in London, according to York/Antwerp Rules, 1974, as may be amended. Hire shall not contribute to General Average.</p> <p>14. Additional Equipment</p>
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The Sponsoring Agency shall have the option of, at their expense, installing additional equipment with the written consent of the Marine National Facility which shall not be unreasonably withheld but unless otherwise agreed the Vessel is to be redelivered reinstated, at the Sponsoring Agency's expense to her original condition. The Vessel is to remain on hire during any period of these alterations or reinstatement. The Sponsoring Agency, unless otherwise agreed, shall be responsible for repair and maintenance of any such alteration or additional equipment.

15. Health, Safety and the Environment

The Marine National Facility shall comply with and adhere to all applicable international, national and local regulations pertaining to health, safety and the environment, and such Sponsoring Agency's instructions as are not inconsistent with the Occupational Health Safety and Environment policies of the CSIRO.

16. Shore Excursions

Shore excursions, including transportation, victualling, accommodation and other services rendered ashore may be arranged by the Marine National Facility as agents of the Sponsoring Agency, at the risk and responsibility of the Sponsoring Agency and the mission personnel, and subject always to paragraph 15. Any costs incurred by the Marine National Facility for services provided under this clause other than, use of the vessel's launches and victualling provided from the Vessel's galley, shall be for the Sponsoring Agency's Account.

17. Taxes

Each party shall pay taxes due on its own profit, expenditure, income and personnel. The Sponsoring Agency shall pay all other taxes and dues arising out of the operation or use of the Vessel during the Agreement Period. In the event of change in the Area of Operation or change in local regulation and/or interpretation thereof, resulting in an unavoidable and documented change of the Marine National Facility's tax liability after the date of entering into the Agreement or the date of commencement of employment, whichever is the earlier, Hire shall be adjusted accordingly.

18. Cancellation and Termination

18.1. Early Cancellation

Either party shall have the right to cancel a Voyage Agreement by giving the other party written notice of termination not less than the number of days stated in The Voyage Agreement prior to commencement of the Voyage.

18.1.1. In case of such cancellation by the Marine National Facility they shall release to the



	<p>Sponsoring Agency all amounts previously paid in respect of hire and other charges as stated in paragraph 3 of Part II of the Voyage Agreement.</p> <p>18.1.2. In case of such cancellation by the Sponsoring Agency, the Marine National Facility shall be entitled to compensation in the amount of all the sums then paid and/or which are then due and owing by the Sponsoring Agency to the Marine National Facility pursuant to paragraph 3 of Part II of the Voyage Agreement, unless such cancellation is due to the events described in paragraphs 19 and 20, in which case the Marine National Facility shall release to the Sponsoring Agency all amounts previously paid in respect of hire and other charges as stated in paragraph 3 of Part II of the Voyage Agreement.</p> <p>18.2. Cancellation for Delayed Arrival and Premature Termination</p> <p>18.2.1. Delayed Availability – In the event that the availability of the Vessel is delayed in accordance with paragraph 3 the Sponsoring Agency shall be entitled to cancel this Agreement. However, if despite the exercise of due diligence by the Marine National Facility, the Marine National Facility will be unable to make the Vessel available in accordance with the itinerary identified in the Voyage Agreement, they may give notice in writing to the Sponsoring Agency at any time prior to the delivery date as stated in the Voyage Agreement and shall state in such notice an amended itinerary. The Sponsoring Agency may within 24 hours of receipt of such notice give notice in writing to the Marine National Facility cancelling this Agreement. If the Sponsoring Agency does not give such notice, then the amended itinerary specified in the Marine National Facility's notice shall be substituted for the itinerary identified in Annex A for all the purposes of the Voyage Agreement.</p> <p>18.2.2. In the event that a Voyage is cancelled as provided in paragraph 18.2.1 or is terminated prematurely due to any cause whatsoever whether or not arising from a failure to exercise due diligence on the part of either party, their servants, or their agents, including but not limited to the events described in paragraphs 19 and 20;</p>
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	<p>deficiency in personnel, breach of orders or neglect of duty by, or the consequences of illness or injury to, or strikes by, or refusal to sail by the Master, officers or crew, fire, collision, accident or breakdown of the Vessel or damage of its hull, machinery and fittings, labour disturbances or disputes, neglect or default by the Master, pilots, officers, crews or other servants of the Marine National Facility in the navigation or management of the Vessel, inability to secure or failure of supplies including fuel, detention of or interference with the Vessel by authorities, the Marine National Facility shall release to the Sponsoring Agency all the sums then paid by the Sponsoring Agency to the Marine National Facility pursuant to Paragraph 3 of Part II of the Voyage Agreement for that portion of the Voyage not executed less port charges and taxes incurred; and neither party shall otherwise be liable to the other for any losses incurred by reason of the non-delivery of the Vessel or the cancellation of the Agreement.</p> <p>19. Force Majeure Neither the Marine National Facility nor the Sponsoring Agency shall be liable for any loss, damages or delay or failure in performance hereunder resulting from any force majeure event, including but not limited to acts of God, fire, action of the elements, epidemics, war (declared or undeclared), warlike actions, insurrection, revolution or civil strife, piracy, civil war or hostile action, strikes or differences with workmen (except for disputes relating solely to the Marine National Facility's or the Sponsoring Agency's employees), acts of the public enemy, federal or state laws, rules and regulations of any governmental authorities having or asserting jurisdiction in the premises or of any other group, organisation or informal association (whether or not formally recognised as a government), and any other cause beyond the reasonable control of either party which makes continuance of operations impossible.</p> <p>20. War Risks 20.1. "War Risks" shall include any war (whether actual or threatened), act of war, civil war, hostilities, revolution, civil commotion, warlike operations, the laying of mines (whether actual or reported), acts of piracy, acts of terrorists, acts of hostility or malicious damage, blockades (whether imposed against all vessels or imposed selectively against vessels of</p>
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	<p>certain flag or ownership), by any person, body, terrorist or political group, or the Government of any state whatsoever, which are dangerous or likely to be or to become dangerous to the Vessel, crew or passengers. "War Risks" shall also include for the purpose of this clause any nuclear accident (whether actual or reported), which is dangerous or likely to be or become dangerous to the Vessel, crew or passengers.</p> <p>20.2. If at any time before the commencement of the Voyage, it appears that the performance of this Agreement or any part of it, may expose the Vessel, its crew or passengers on board the Vessel to War Risks, the Marine National Facility may give notice to the Sponsoring Agency cancelling this Agreement, or may refuse to perform such part of it as may expose or may be likely to expose, the Vessel, its crew or passengers to War Risks.</p> <p>20.3. The Marine National Facility shall not be required to continue embarking mission personnel for the Voyage or to proceed on the Voyage or continue the Voyage, or any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place where it appears, either after embarkation commences or at any stage of the Voyage, that the Vessel, its crew or mission personnel or any one or more of them, are or are likely to be exposed to War Risks. If it should so appear, the Marine National Facility may at their sole discretion and by notice to the Sponsoring Agency change the agreed ports of call or the route of the Voyage in order to prevent or minimize such exposure.</p> <p>20.4. The Vessel shall have the liberty:</p> <p>20.4.1. to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destination, disembarking of passengers or in any other way whatsoever, which are given by the Government of the nation under whose flag the Vessel sails, or other Government to whose laws the Marine National Facility are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions;</p> <p>20.4.2. to comply with the orders, directions or recommendations of any war risks or other underwriters, who have the authority to give same under the terms of the war risks or other insurance of the Vessel;</p> <p>20.4.3. to comply with the terms of any resolution</p>
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	<p>of the Security Council of the United Nations, any directives of the European Union, the effective orders of any Supranational Body which has the right to issue and give the same, and with national laws aimed at enforcing the same, to which the Marine National Facility are subject and to obey the orders and directions of those who are charged with their enforcement;</p> <p>20.4.4. to call at any other port to disembark mission personnel and/or to change crew or any part thereof when there is reason to believe that any mission personnel and/or crew members may be subject to internment, imprisonment or other sanctions.</p> <p>20.5. If in compliance with any of the provisions of paragraphs 20.2 to 20.4 anything is done or not done, such shall be considered as due fulfilment of the Agreement.</p> <p>21. Marketing and Publicity</p> <p>21.1. The Sponsoring Agency warrant that any literature, information paper, electronic, audio-visual or print article or any other marketing or informational material issued by the Sponsoring Agency in respect of the Voyage will not prejudice any of the Marine National Facility' rights or immunities or increase the Marine National Facility' liabilities</p> <p>21.2. All media activities on or in conjunction with the vessel will be reviewed by Marine National Facility communications staff and require the express approval of the Marine National Facility. In particular it is agreed that:</p> <p>21.2.1. any literature, information paper, electronic, audio-visual or print article or any other marketing or informational material in relation to the Voyage shall be submitted by the Sponsoring Agency for the Marine National Facility' approval prior to publication, such approval will be dealt with promptly and not unreasonably withheld, and</p> <p>21.2.2. The Marine National Facility reserves the right to amend any part of, or the entirety of any material which may be released to the media or for marketing or informational purposes where it refers to the vessel or activities conducted aboard or in conjunction with the vessel, and</p> <p>21.2.3. the Sponsoring Agency will obtain Marine National Facility approval for any and all public relations or media activities which</p>
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	<p>are planned to take place aboard or in conjunction with the vessel, such approval not to be unreasonably withheld, and</p> <p>21.2.4. The Marine National Facility reserves the right to send a representative to any media activity to be held aboard or in conjunction with the vessel and/or to supply information to be provided at that media activity, and</p> <p>21.2.5. The Marine National Facility may supply the Sponsoring Agency with a brief information statement which must be supplied to the media as a part of any media release, or media activity, and</p> <p>21.2.6. Sponsoring Agencies, Chief Scientists, Research Project Leaders and other researchers are forbidden from using, or providing permission to use, any image of the Vessel, or activity aboard or in conjunction with the Vessel, without the express approval of the Marine National Facility, such approval not to be unreasonably withheld.</p> <p>22. Notices and Invoices</p> <p>22.1. Any notices to be given by either party to the other shall be in writing (which term shall include telexes, faxes and emails) and:</p> <p>22.2. if addressed to the Marine National Facility, shall be dispatched to the address stated in the Voyage Agreement or to any other address which the Marine National Facility may designate to the Sponsoring Agency in writing.</p> <p>22.3. if addressed to the Sponsoring Agency, shall be dispatched to the address stated in the Voyage Agreement or to any other address which the Sponsoring Agency may designate to the Marine National Facility in writing.</p> <p>23. Intellectual Property</p> <p>All data acquired by the Marine National Facility in the performance of this Agreement is the property of the Commonwealth of Australia, is confidential and shall not be disclosed other than in accordance with Marine National Facility policy on the management of voyage data. The Marine National Facility shall use their best efforts to ensure that the Marine National Facility, any of their sub-contractors, and employees and agents thereof shall not disclose any such information or data other than in accordance with Marine National Facility policy and procedure.</p> <p>24. Law and Arbitration</p> <p>24.1. Voyage Agreements shall be governed by</p>
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	<p>Australian law and any dispute, controversy or claim arising out of or relating to or in connection with Voyage Agreements, or the breach, termination or invalidity thereof, shall be settled by arbitration in accordance with the UNCITRAL Arbitration Rules as present in force. The appointing authority shall be the Australian Centre for International Commercial Arbitration. The number of arbitrators shall be three. The place of arbitration shall be Sydney. The language of the arbitration shall be English.</p> <p>25. Demise Nothing herein contained shall be construed as creating a demise of the Vessel to the Sponsoring Agency.</p>
Related material	MNF Policy 2005/1/v.1 (Underway Data) MNF Policy 2005/3/v.1 (Communications Protocols)
Supporting Procedures/Guidelines	MNF Guideline 2005/2.1/v.1 (Voyage Agreement)
ACCOUNTABILITIES	
Implementation	Director, Research Vessels
Compliance	Director, Research Vessels
Monitoring and Evaluation	Marine National Facility Steering Committee
Development and Review	Director, Research Vessels
Approval Authority	Steering Committee, Marine National Facility

WHO SHOULD KNOW THIS POLICY?
Principal Investigators Chief Scientists Ship Management Group CMR RBS Unit Sponsoring Agencies

REVISION HISTORY				
Revision Ref No	Approved/Rescinded	Date	Authority	Document Title
2005-2-v.1	<i>Approved</i>	12/09/05	MNF SC	Vessel use Principles

EFFECTIVENESS OF THIS POLICY	
Performance Indicators	Number of questions about conditions of use.

