

UNOLS VAN SHARED-USE AGREEMENT
March 2004

Applicability: This agreement applies to all new vans built to the UNOLS standards, as well as all existing vans which are adequately constructed and maintained so as to be “grand fathered” by UNOLS operators.

I. NSF-Funded Vans Held by Ship Operators:

Definitions:

“Owner”: Owner is defined as the Ship Operator having normal custody of the van and who is responsible for its maintenance and all logistical arrangements.

“User”: Another Ship Operator (other than the Owner) who requests a van on behalf of the Principal Investigator, OR the Principal Investigator and his/her science project itself.

Terms:

1. The Owner has first option to use the van to meet operational needs. It shall be available to other Users as long as there are no negative operational impacts to the Owner.
2. **When van used aboard the Owner’s vessel:** NO rental fee or mobilization costs shall be charged to the science User. It is assumed that the Owner has included all maintenance and logistical costs for routine use aboard their own vessel in their annual Ship Operations proposal.

If the van is embarked from a port other than the Owner’s home port, more advanced planning is required. The Owner should attempt to include all shipping and crane charges in their Operations proposal. This will necessitate PI input and coordination with the Owner well in advance of the Ship Operations proposal submittal date (October 1st for the following calendar year). If the Principal Investigator does not provide enough advanced planning, the Science Project will have to bear these costs. Van requirements should be shown in the PI’s Ship Time Request (STR).

3. **When van used on a vessel other than the Owner’s:** The standard rental rate and terms below apply:
 - 3.1. Shipping Cost: User to pay all shipping costs. Arrangements for shipping the unit to the User, shall normally be made by the Owner, with all administrative costs for this effort covered in the rental fee. Shipping shall be charged “at cost” and shown separately from the basic rental fee (See example calculation). The

Owner shall invoice the User as appropriate. The User will normally make the arrangements for shipping the unit back to the Owner.

- 3.2. Crane/loading Fees: User to pay all crane and/or loading fees as necessary. Any loading arrangements required at the Owner's facility shall be made by the Owner, with all administrative costs for this effort covered in the rental fee. The associated fees shall be charged "at cost", and shown separately from the basic rental fee. (See example calculation). The Owner shall invoice the User as appropriate. Such services at the User end (loading/offloading on the ship) shall be arranged and paid for separately by the User.
- 3.3. Rental Fee: User to pay daily rental fee for entire period of use, including day of departure from Owner's institution, day of arrival back at Owner's institution, all time in transit from pier head to pier head, and time at sea.
- 3.4. Normal "Wear and Tear": Normal "Wear and Tear" is covered in the rental fee. Any significant damage caused by the User from either mishandling or misuse of the van itself, van components, or outfitting items, shall be paid for the by the User. All repairs shall be reimbursed "at cost", and subject to negotiation in good faith between the Owner and User. Damages caused by a third party (i.e. shipping company, crane company, etc.) shall be negotiated separately.

NOTE

For Isotope Vans, radioactive contamination caused by the science party in any part of the van (including deck, bulkheads, counters, refrigerators, etc.) which cannot be cleaned with simple, in-house procedures is considered beyond the scope of "normal wear and tear". All clean-up costs of such contamination, and/or disposal costs for all radioactive wastes, will be charged directly to the science party.

For this reason, science parties should treat rented Isotope Vans as if they were their own property. Wipe tests procedures for the van Owner, and the vessel on which it is embarked, should be followed. The van shall be returned to the Owner properly cleaned, all radioactive waste and samples removed, and accompanied by a "clean" wipe test report.

- 3.5. Insurance: Rental rate to cover basic maintenance, administrative, and/or set-up costs only. The Unit is assumed to be "self insured" by NSF for severe damages which render it un-repairable, and eventual replacement at the end of service life.
4. **The cost of van rental and shipping shall normally be included on the User's Ship Operations proposal (i.e. the vessel the van is embarked on), with the Owner invoicing the User for all rental costs as appropriate. However, if necessary, the costs MAY be included on the Ship Operations proposal of the Owner.**

NOTE

Advanced planning is required. Principal Investigator input and coordination with the Ship Operator is needed well in advance of the Ship Operations proposal submittal date (October 1st for the following calendar year). If the

Principal Investigator does not provide enough advanced planning, the Science Project will have to bear these costs. Van requirements should be shown in the PI's Ship Time Request (STR).

5. All chargeable van costs shall be called out separately in **Section 9** of the User's Ship Operations proposal, such that they are not included in the ship's daily rate calculation.

II. UNOLS “Pooled” Vans (NSF-funded):

Definitions:

“Owner”: The National Science Foundation (NSF).

“Custodian”: The Ship Operator who has been given responsibility for the van by NSF. That institution shall be responsible for the van’s adequate storage, maintenance, and all logistical arrangements.

“User”: A Ship Operator, including the “Custodian”, OR the Principal Investigator and his/her science project.

Terms:

1. The van shall be scheduled so as to maximize utility in support of funded science projects.
2. The standard rental rate and terms below apply to all Users, with the Custodian considered like any other User. Maintenance and logistical costs for “pooled” vans are NOT included in the Custodian’s Ship Operations proposal. “Pooled” vans are intended to be self-supporting.
 - 2.1. Shipping Cost: User to pay all shipping costs. Arrangements for shipping the unit to the User shall be made by the Custodian, with all administrative costs for this effort covered in the rental fee. Shipping shall be charged “at cost” and shown separately from the basic rental fee (See example calculation). The Custodian shall invoice the User as appropriate. The User will normally make the arrangements for shipping the unit back to the Custodian.
 - 2.2. Crane/loading Fees: User to pay all crane and/or loading fees as necessary. Any loading arrangements required at the Custodian’s facility shall be made by the Custodian, with all administrative costs for this effort covered in the rental fee. The associated fees shall be charged “at cost”, and shown separately from the basic rental fee. (See example calculation). The Custodian shall invoice the User as appropriate. Such services at the User end (loading/offloading on the ship) shall be arranged and paid for separately by the User.
 - 2.3. Rental Fee: User to pay daily rental fee for entire period of use, including day of departure from Custodian’s institution, day of arrival back at Custodian’s institution, all time in transit from pier head to pier head, and time at sea.
 - 2.4. Normal “Wear and Tear”: Normal “Wear and Tear” is covered in the rental fee. Any significant damage caused by the User from either mishandling or misuse of the van itself, van components, or outfitting items, shall be paid for the by the User. All repairs shall be reimbursed “at cost”, and subject to negotiation in good faith between the Custodian and User. Damaged caused by a third party (shipping company, crane company, etc.) shall be negotiated separately.

NOTE

For Isotope Vans, radioactive contamination caused by the science party in any part of the van (including deck, bulkheads, counters, refrigerators, etc.) which cannot be cleaned with simple, in-house procedures is considered beyond the scope of “normal wear and tear”. All clean-up costs of such contamination, and/or disposal costs for all radioactive wastes, will be charged directly to the science party.

For this reason, science parties should treat rented Isotope Vans as if they were their own property. Wipe tests procedures for the van Owner, and the vessel on which it is embarked, should be followed. The van shall be returned to the Owner properly cleaned, all radioactive waste and samples removed, and accompanied by a “clean” wipe test report.

- 2.5. **Insurance**: Rental rate to cover basic maintenance, administrative, and/or set-up costs only. Unit assumed to be “self insured” by NSF for severe damages which render it un-repairable, and eventual replacement at the end of service life.
3. **The cost of van rental and shipping shall normally be included on the User’s Ship Operations proposal (i.e. the vessel the van is embarked on).** However, if necessary, the costs MAY be included on the Ship Operations proposal of the Custodian.

NOTE

Advanced planning is required. Principal Investigator input and coordination with the Ship Operator is needed well in advance of the Ship Operations proposal submittal date (October 1st for the following calendar year). If the Principal Investigator does not provide enough advanced planning, the Science Project will have to bear these costs. Van requirements should be shown in the PI’s Ship Time Request (STR).

4. The Custodian shall provide NSF with an accurate annual accounting of revenues and expenses to ensure that the van is being adequately maintained, and to show that adequate funds are available and are being properly used.
5. All chargeable van costs shall be called out separately in **Section 9** of the User’s Ship Operations proposal, such that they are NOT included in the ship’s daily rate calculation.