

SPONSORED RESEARCH/MONITORING PROGRAM CHARTER – *R/V Nauvoo*

THIS SPONSORED RESEARCH/COOPERATIVE MONITORING PROGRAM CHARTER is made and concluded this ____th day of _____, between the Consortium, and _____, a Member Institution of the Consortium, hereinafter “Charterer” for use of:

Description of Vessel

Name: *R/V Nauvoo* (hereinafter “Vessel”)

Length: 50-Foot Research Vessel

1. **Duration**

The Charterer agrees to purchase time on the *R/V Nauvoo* from the time of delivery for research and/or monitoring in the vicinity of _____, on _____ [date].

2. **Delivery**

Pending suitable weather conditions, the *R/V Nauvoo* will be available for on-board loading at the Atlantic Highlands Municipal Marina on _____ [date].

3. **Insurance**

The _____, a Member Institution of the NJMSC/NJSG, agrees that it carries and shall continue to carry during the performance of work: 1) Workers’ Compensation – Statutory – Employer’s Liability - \$1,000,000.00 per occurrence should any of its employees use NJMSC/NJSG’s handle any NJMSC/NJSG equipment; 2) Commercial General Liability Insurance: minimum \$1,000,000.00 per occurrence, \$2,000,000.00 Aggregate, \$1,000,000.00 Products Aggregate, and \$1,000,000.00 Personal Injury and Advertising Liability. Prior to the commencement of work, a Certificate of Insurance is to be provided to NJMSC/NJSG documenting that these coverage’s are in force, and naming the NJMSC as Additional Insured.

4. **Performance of Voyage**

The National Marine Fisheries Service, J.J. Howard Marine Science Laboratory of Highlands, New Jersey, owner and operator of the *R/V Nauvoo*, shall bear sole responsibility for the conduct of the Vessel, Master and crew during the research/monitoring Charter.

5. **Rates**

The Charterer shall pay for the use and contract of the said Vessel at the rate of \$1,350 per day/\$785 half-day in U.S. currency, daily based upon ten (10) or five (5) working hours per day. Overtime beyond the ten (10) hour day shall be charged at \$200.00 per hour. Any additional charges will be itemized in final billing. Projected cost for proposed project is approximately \$_____ based on a _____ () hour workday. Certain equipment is available on loan for short-time use on-board to members in good standing. (*Attachment A, Charter Rates and Equipment Available*).

6. **Data Collection and Documentation**

The Charterer shall furnish the NJMSC/NJSG with completed data forms (*Attachment B*) documenting all field collections of individual organisms and routine water quality recordings within ten (10) working days after completion of the Charter. These data will be entered into a monitoring data management system and will be made available to the NMFS upon request.

7. **Non-Discrimination**

NJMSC/NJSG warrants that it is compliance with:

- a. Title VI of the Civil Rights Act of 1964, as amended, 42 U.S.C, 2000d et seq., which prohibits discrimination on the basis of race, religion, color, sex or national origin in programs and activities receiving Federal financial assistance.
- b. Title VII of the Civil Rights Act of 1964, as amended 42 U.S.C. 2000e et seq., which prohibits discrimination on the basis of race, religion, color, sex or national origin in, among other things, the hiring or discharge of individuals, or with respect to one's compensation, terms, conditions or privileges of employment.
- c. Section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, which prohibits discrimination on the basis of handicap in Federally funded assisted and conducted programs.
- d. Title IX of the Education Amendments of 1972, as amended, 20 U.S.C. 1681 et seq., which prohibits discrimination on the basis of sex in education programs and activities receiving Federal financial assistance.
- e. The Age Discrimination Act of 1975, as amended, 42 U.S.C, 6101 et seq., which prohibits discrimination on the basis of age in programs or activities receiving Federal financial assistance.

8. **Certification of Non-Delinquency of Federal Debt**

NJMSC/NJSG certifies that it is in compliance with the Non-Delinquency on Federal Debt criteria, in accordance with OMB Circular A-129.

9. **Certification of Drug-Free Workplace**

NJMSC/NJSG certifies that it has implemented an appropriate policy in accordance with the Drug Free Workplace Act of 1988, 45 CFR part 76, Subpart F.

10. **Certification Regarding Lobbying**

NJMSC/NJSG certifies to the best of its knowledge and belief that no Federally appropriated funds have been paid or will be paid, by or on behalf of the NJMSC/NJSG, to any person for influencing or attempting to influence a Federal officer or Federal employee of any agency in connection with the awarding of any Federal award. (Section 1352, Title 31, 4.5 U.S. Code).

Authorized Representative:

New Jersey Marine Sciences Consortium/
New Jersey Sea Grant

Print name:

Print name:

Title:

Title:

Email/Phone:

Date:

Date: