



NT Vessel Response Plan

Salvage and Marine Firefighting Annex

For

**UNIVERSITY OF WASHINGTON –
SCHOOL OF OCEANOGRAPHY**

Prepared by:

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SALVAGE & MARINE FIREFIGHTING ANNEX

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SALVAGE & MARINE FIREFIGHTING ANNEX

Introduction

Preamble

The information in this Salvage and Marine Fire Fighting Annex supplements this Vessel Response Plan as it pertains to salvage and marine fire fighting.

By signature of the contract attached to this Salvage Annex, Donjon-SMIT, LLC agrees to be listed and to act as the primary salvage and marine fire fighting resource providers in the Captain of the Port Zones listed herein.

This Salvage Annex is meant to be consistent with the Area Contingency Plans (ACP) within each Captain of the Port Zone and the National Contingency Plan (NCP). Where there is a conflict, the ACP/NCP will prevail.

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General Information

1. Required Salvage and Marine Firefighting Services [33 CFR 155.4030 (a) - (h)]

(a) (1) Providers of Salvage and Marine Firefighting services listed in Table 155.4030(b) are identified in the Salvage & Marine Firefighting Annex (SMFF Annex) Geographic-specific Appendices.

(2) Method of Contact: See the SMFF Annex Geographic-specific Appendices for geographic-specific contact information.

(b) Required response planning timeframes:

Service		Location of incident response activity timeframe	
(1) Salvage		CONUS: near shore area; inland waters; Great Lakes; and OCONUS: < or = 12 miles from COTP city (hours)	CONUS: offshore area; and OCONUS: < or = 50 miles from COTP city (hours)
(i) <i>Assessment & Survey:</i>			
(A) Remote assessment and consultation.....		1	1
(B) Begin assessment of structural stability		3	3
(C) On-site salvage assessment		6	12
(D) Assessment of structural stability		12	18
(E) Hull and bottom survey		12	18
(ii) <i>Stabilization:</i>			
(A) Emergency towing		12	18
(B) Salvage plan		16	22
(C) External emergency transfer operations		18	24
(D) Emergency lightering		18	24
(E) Other refloating methods		18	24
(F) Making temporary repairs		18	24
(G) Diving services support.....		18	24
(iii) <i>Specialized Salvage Operations:</i>			
(A) Special salvage operations plan		18	24
(B) Subsurface product removal		72	84
(C) Heavy lift 1		Estimated	Estimated
(2) Marine firefighting	At pier (hours)	CONUS: Near shore area; inland waters; Great Lakes; and OCONUS: < or = 12 miles from COTP city (hours)	*COM041*CONUS: Offshore area; and OCONUS: < or = 50 miles from COTP city (hours)
(i) <i>Assessment & Planning:</i>			
(A) Remote assessment and consultation	1	1	1
(B) On-site fire assessment	2	6	12
(ii) <i>Fire Suppression:</i>			
(A) External firefighting teams	4	8	12
(B) External vessel firefighting systems	4	12	18

¹ Heavy lift services are not required to have definite hours for a response time. The planholder must still contract for heavy lift services, provide a description of the heavy lift response and an estimated response time when these services are required, however, none of the timeframes listed in the table in § 155.4030(b) will apply to these services.

TABLE 155.4030(B) – SALVAGE AND MARINE FIREFIGHTING SERVICES AND RESPONSE TIMES

(c) (1) Salvor Integration into the Response Organization

The size and complexity of a salvage operation will dictate the configuration of the Incident Command organization formed under the Unified Command

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Salvage response can range from simple to complex. Four variables to be considered in organizing for a salvage response are:

- Size of the incident
- Complexity of the incident response, and
- Relative significance of salvage operations with respect to other aspects of the response
- Public firefighting resource coordination

This section is intended to address the coordination between the differing response organizations **before** an incident occurs. It entails inter-organizational outreach, participation in the ACP process, and communication between the planholders, resource providers, and other affected port partners. Donjon-SMIT considers it important to ensure that all the pre-incident coordination is in place prior to an emergency situation. **We acknowledge, however, that the Incident Commander/Unified Command will be responsible for coordination activities after an incident occurs and during all phases of the incident response.**

Coordination with other resources, organizations and OSROs includes pre-incident inter-organizational outreach, and communication between the planholders, resource providers, and other affected port partners. Participation in the ACP process is an important part of this planning. Pre-incident coordination with firefighting resources that are public assets is completed through local maritime firefighting groups and individual coordination with each of the municipal departments.

How Donjon-SMIT assessment personnel coordinate response activity with oil spill removal organizations.

Salvage and firefighting integration into the ICS is an important element of any response, particularly when these elements of the response are predominant or are critical. Since the Salvage Master or his representative is often the most knowledgeable person in the response organization, the access of that person to the Incident Command/Unified Command is important. Coordination and response organization dynamics are always changing, but utilizing the unified command structure with salvage and firefighting efforts appropriately interjected at a high enough level to ensure that dissemination of information required for correct decision-making will ensure success.

Salvage Masters and their command center representatives have the most intimate knowledge of a vessel casualty. Historically, the salvors and marine firefighters have been placed in the Operations Section, however room must be made, at the prerogative of the Incident Commander/Unified Command, to structure the ICS organization to best fit the incident's needs. At the onset of an incident, Donjon-SMIT will rapidly interface with the Operations Section Chief and the Unified Command to ensure the correct placement of the salvage team within the ICS organization.

Scenarios 1 through 4 below, illustrated by Figures 1 through 4, are examples of the organization of salvage response efforts within an ICS structure. The Scenario 1 organization depicted in Figure 1 is for a response that involves only limited salvage operations while Scenario 3, illustrated by Figure 3, is an example of organizing for an

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extremely complex salvage incident. Scenario 4 shows specific public firefighting resource coordination.

(1) **Scenario 1.** Vessel casualties that require only limited salvage operations before the vessel can be delivered safely may be managed successfully from within the standard ICS structure, with the Operations Section Chief establishing a Salvage Group and placing a experienced salvor in Operations as a technical specialist.

Figure 1 below illustrates an ICS structure with limited salvage operational elements.

Figure 1

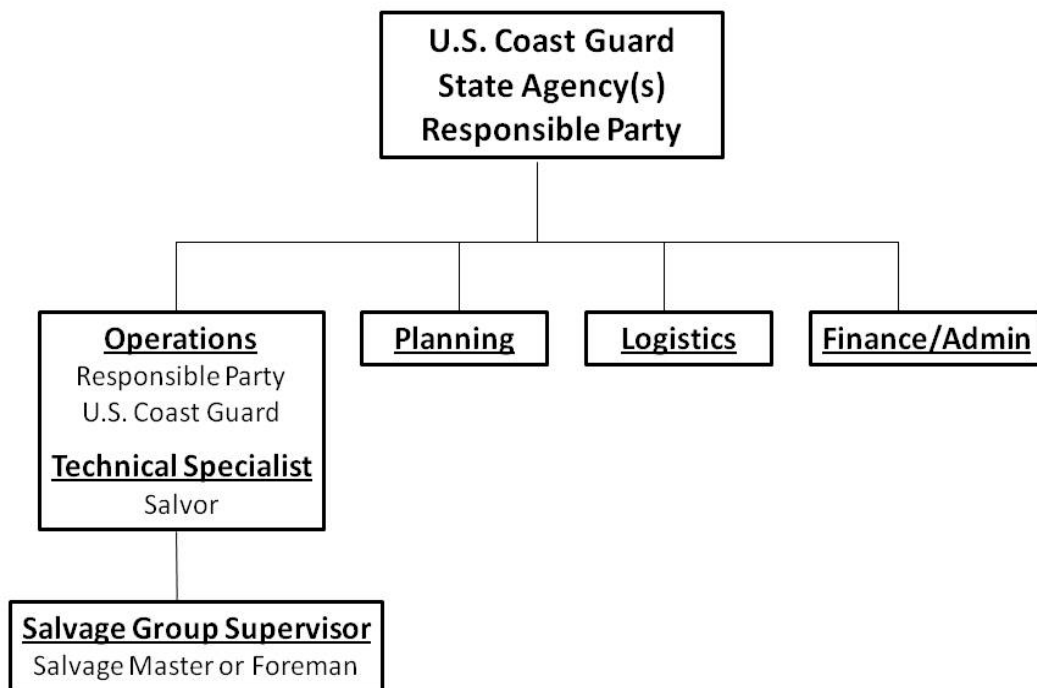


Figure 1: For response operations that require minimal salvage operations the Operations Section Chief may establish a Salvage Group with support from a Salvage Technical Specialist.

(2) **Scenario 2.** If the incident is more complex and salvage operations are a primary focus of the response, the Operations Section Chief may establish a "Salvage Branch" to oversee the activities of the Salvage Group and facilitate critical discussions between the salvor and the Unified Command. Figure 2 illustrates how the Operations Section Chief may organize to manage an incident where salvage operations are undertaken concurrently with pollution removal operations. Depending on the incident, this may demand a high degree of coordination, managed by the Operations Section Chief, to minimize environmental damage.

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Figure 2

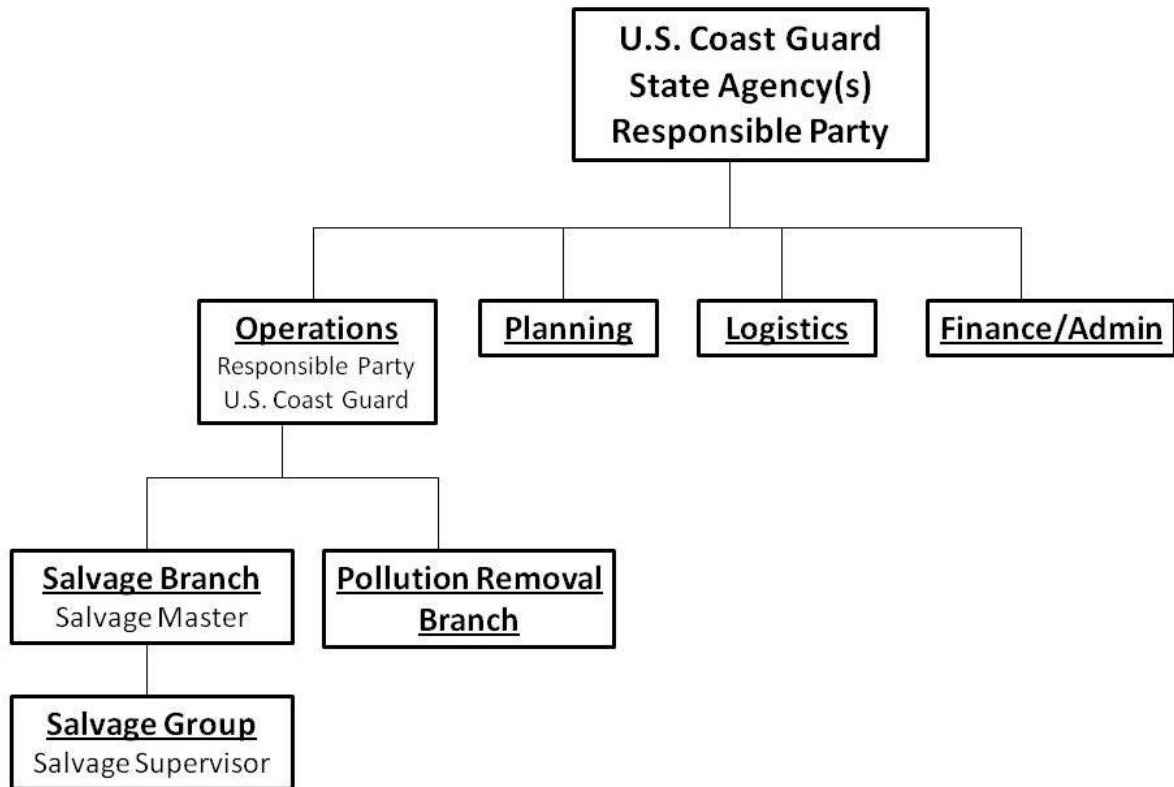


Figure 2: For more complex salvage operations the Operations Section Chief may organize using a Salvage Branch to manage salvage operations and a Pollution Removal Branch to manage clean up and recovery operations.

(3) **Scenario 3:** There are incidents involving salvage operations and pollution removal operations of such complexity that significant management problems are generated. When complex salvage operation becomes necessary, the Salvor needs the freedom to communicate rapidly and directly with the Unified Command. To facilitate the management of these types of incidents a second Operations Section Chief can be added to the traditional ICS structure. Under this scenario, the Unified Command assumes direct responsibility for coordination of response efforts. Figure 3 illustrates the use of a second Operations Section Chief.

As soon as circumstances of the incident permit, a reevaluation of the need for two distinct Operations Section Chiefs should be conducted, and, when practicable, the organization should return to a standard ICS organization with one Operations Section Chief.

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Figure 3

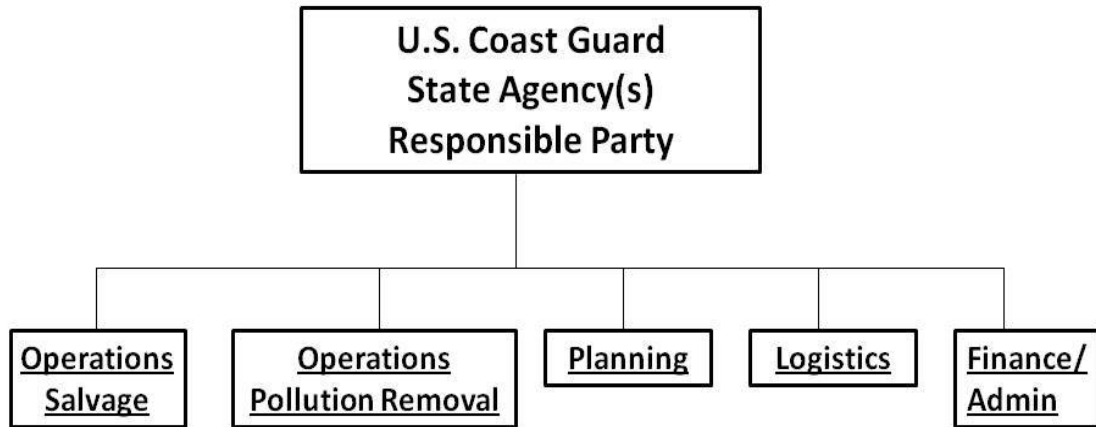


Figure 3: For major complex incidents the Unified Command may establish a second Operations Section Chief.

(4) Scenario 4: Coordination and Response with Public Fire Departments

Section 8000 of the Area Contingency Plans Base Plan, “Marine Firefighting Executive Summary” states:

“8120 Regional and Local Policy

Whether there is a vessel fire or shore side fire at a waterfront facility, or if there is a fire aboard a vessel that is underway anywhere within the COTP’s ... Area of Responsibility (AOR), primary responsibility for firefighting lies with the municipality in whose jurisdiction the facility/vessel lies. The municipal fire department in whose jurisdiction the fire lies will be the Incident Commander (IC) for the firefighting activities. The IC is responsible for the coordination of all fire fighting activities. Assistance may, and in most cases will, be provided by other municipal fire departments via mutual aid agreements.”

Clearly, as part of the ACP, the local fire department is (properly) expected to be the Incident Commander and to decide when/if and how any private resources are integrated into the response organization. As a private response provider and holder of the vessel pre-fire plans, Donjon-SMIT meets with and discusses procedures with the municipal firefighting organization and potential Incident Commander for the locations covered under this plan.

It is always Donjon-SMIT’s policy to defer to the local municipality as IC, and Donjon-SMIT will assume responsibility (in terms of IC) only with local IC/fire department concurrence. The best value-added assistance from Donjon-SMIT will be the sharing of marine firefighting expertise and specifics and the provision of specialized marine firefighting equipment (such as inert gas generators).

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While each municipality is a little different, they all follow the tenets of the National Incident Management System and that is the crux of our coordination. We will operate wholly within that system as well.

Similarly, any firefighting providers will be working for/with Donjon-SMIT and as such will be directly integrated into any local UCS/ICS. They will NOT be operating independently.

Coordination between the differing response organizations and Donjon-SMIT includes pre-incident planning that entails inter-organizational outreach, participation in the ACP process, and communication between the planholders, resource providers, and other affected port partners. It is vital to ensure that all the pre-incident coordination is in place prior to an emergency situation.

Finally, for each municipality for which we are relying on initial support, we will share pre-fire plans so that they can be reviewed and agreed upon prior to an incident.

(c) (2) Firefighting Integration into the Response Organization

The size and complexity of a firefighting operation will dictate the configuration of the Incident Command organization formed under the Unified Command.

Typical responsibilities of the first fire responder on-scene include:

- Assume position as the lead in the Unified Command for marine firefighting operations if the vessel on fire is moored to a shore side facility or if the vessel is underway when the fire occurs and the master/crew cannot extinguish the fire without assistance.
- Establish and staff the Unified Command Post.
- Dispatch necessary personnel and equipment.
- Determine the need for and request mutual aid, such as on-scene initial assessment, equipment support, fireboats and appropriate medical aid.
- If working with a municipal fire department, support the On-Scene Incident Commander (generally the local fire chief) and provide maritime firefighting expertise and advice. Generally Donjon-SMIT will assume control of the incident only when relinquished by the local fire chief. DJS will work within the Unified Command to coordinate all other aspects of the response, including waterside security, landside traffic and crowd control, scene security, and evacuation.
- Provide portable communications equipment to response personnel from outside agencies.

Variables to be considered in organizing for a Firefighting response are:

- Size of the incident
- Complexity of the incident response, and
- Relative significance of firefighting operations with respect to other aspects of the response

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The Scenario below, illustrated by Figure 4, is an example of the organization of Firefighting response within the Operations Section, relative to Salvage and Pollution Removal efforts under the ICS structure.

Figure 4

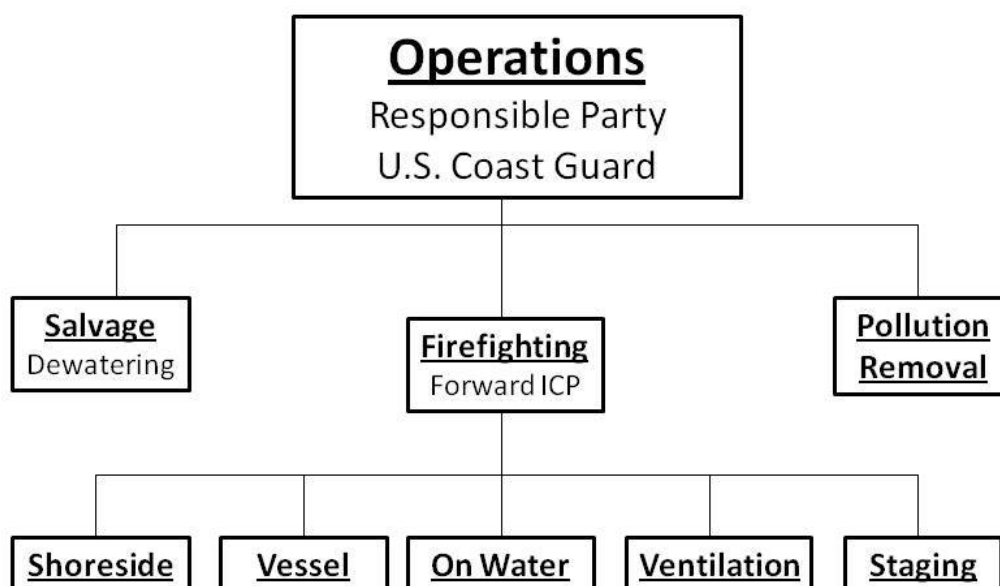


Figure 4: When the Firefighting Branch is activated, it is within the Branch level of the Operations Section. The Firefighting Branch Director is primarily responsible for implementing strategic aspects of waterborne and shore side firefighting efforts.

- (d) Coordination with other response resource providers, response organizations and OSRO's

Salvage and Marine Firefighting resource providers will coordinate with other response resources, response organizations, and OSRO's within the ICS structure under the direction of the Operations Chief except in major complex incidents, in which case a separate Salvage Operations section and/or separate Firefighting Operations section may be established, reporting directly to the Unified Command.

Pre-incident coordination will be achieved through regular participation in QI exercises and seminars; coordination with spill management teams; regular meetings with COTP Zone personnel and local public firefighting resources to establish protocols, ensure familiarity with Salvor/Firefighter capabilities, and to establish methods for seamless integration into the ICS structure under the Unified Command; and participation in industry spill management seminars and events enhancing effective spill response management skills.

- (e) Towing vessels with proper characteristics, horsepower and bollard pull, capable of operating in 40 knots wind environments, are listed in SMFF Annex Geographic-specific Appendices.

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- (f) Transfer equipment capable of offloading the vessel's largest cargo tank in 24 hours of continuous operation is listed in the SMFF Annex Geographic-specific Appendices.
- (g) See SMFF Annex Vessel-specific section for type and amount of extinguishing agent, capable of combating a fire involving vessel cargo, other contents and superstructure.

See the SMFF Annex Geographic-specific Appendices for resources able to pump, for a minimum of 20 minutes, at least 0.16 gallons per minute per square foot of deck area and at an appropriate rate for vessel spaces, as well as an adequate source of foam.

- (h) The resources provider(s) named in the SMFF Annex Geographic-specific Appendices has subsurface product removal capability and is able to remove cargo and fuel from the vessel covered under this plan to a depth of 150 feet.

2. Other Resource Provider Consideration (33 CFR 155.4032)

The resources provider(s) listed in the SMFF Annex Geographic-specific Appendices is capable of implementing necessary engineering, administrative, and personal protective equipment controls to safeguard workers when providing salvage and marine firefighting services as found in 33 CFR 155.1055(e) and 29 CFR 1910.120(q).

3. Required Pre-Incident Information and Arrangements (33 CFR 155.4035)

- (a) Shipboard Spill Mitigation Procedures in accordance with 33 CFR 155.5035(c), as applicable to vessel(s) covered by this Plan, have been provided to SMFF resources provider(s).
- (b) Marine Firefighting Pre-fire Plan
 - 1) See <http://members.donjon-smit.com> for vessel Marine Firefighting Pre-fire Plan(s).
 - 2) Online access to this Marine Firefighting Pre-fire Plan has been made available to firefighting resources provider(s) listed in the SMFF Annex Geographic-specific Appendices. Certification by named resources provider(s) that they find the plan acceptable and will implement it to mitigate a potential or actual fire is held by the Qualified Individual.
 - 3) All subcontracted marine firefighting resources providers have been given online access to this vessel's Marine Firefighting Pre-fire Plan.

4. Response Time for Each Salvage and Marine Firefighting Service (33 CFR 155.4040)

The resources provider(s) listed in SMFF Annex Geographic-specific Appendices is capable of providing services within timeframes shown in Table 155.4030(b) and in accordance with this section.

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5. Required Agreements/Contracts with Salvage and Marine Firefighting Resource Providers (33 CFR 155.4045)

Written consent of resource provider(s) listed in SMFF Annex Geographic-specific Appendices, stating resource provider(s) agreement to provide services listed in 33 CFR 4030 (a) through (h) and affirming resource provider(s) capability of arriving within response times listed in Table 155.4030(b) is held by the Qualified Individual.

6. Ensuring Salvor and Marine Firefighter Adequacy (33 CFR 155.4050)

Selection criteria (1) through (15) of this section were considered in selecting the resources provider(s) listed in SMFF Annex Geographic-specific Appendices. Resources provider(s) meet selection criteria (1) through (15) of this section to the maximum extent practicable.

7. Drills and Exercises (33 CFR 155.4052)

The Primary Salvage Resources Provider and the Primary Marine Firefighting Resources Provider will conduct annual equipment deployment exercises in accordance with PREP guidelines.

Shore-based salvage and shore-based marine firefighting management team tabletop exercises will be conducted annually.

A remote assessment and consultation exercise will be conducted quarterly with the Primary Salvage Resources Provider and the Primary Marine Firefighting Resources Provider.

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Geographic Specific Information

Geographic Specific Appendices for each COTP Zone covered by this Plan are herein incorporated by reference to the following website:

<http://www.donjon-smit.com/geographic-specific-annexes/>

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Vessel Specific Information

Pumps & Tugs Table.....SA-13

Vessel-specific SMFF information, one (1) page per Vessel, is entered immediately after Page SA-13, in alphabetical order by Vessel Name.

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PUMPS & TUGS TABLES

1. PUMPS – Oil Group Flowrate by Largest Cargo Tank Size and Pump Type

Oil Group:		Flowrate				Maximum Tank Size for 24 Hour Lightering			
		I	II	III	IV	I	II	III	IV
Make	Owner	(GPH@40'head)				Gallons			
TK80	Framo	18,480				443,520			
MP125	Framo	13,728				329,472			
TK150	DONJON/SMIT								
	Rain4Rent	90,000	74,500	62,675	32,100	2,160,000	1,789,200	1,504,200	770,400
LN150	Framo	39,600	21,880	15,670	5,683	950,400	525,120	376,080	136,392
TK6	Framo	132,000				3,168,000			
TK200	Framo	211,200				5,058,800			
CCN150	SMIT/DONJON	87,900	54,090	40,800	7,200	2,109,600	1,298,160	979,200	172,800
DOP250	SMIT	23,700	16,700	12,888	9,437	568,800	400,800	309,312	226,488
HD-150	Rain4Rent	90,000				2,160,000			
Sloan 6"	Donjon	90,000	75,350	46,900	11,450	2,160,000	1,808,400	1,125,600	274,800
BS2151	R4R	84,000				2,016,000			

2. TUGS – Required Horsepower by Deadweight

VESSEL DEADWEIGHT TONNAGE		TUG HORSEPOWER								
		DWT / HP	7500	6500	5500	4500	3500	2500	1500	1000
		>350000	A			B	B; C C	C		
		300000-350000	A			B	B; C C	C		
		250000-300000	A			B	B; C C	C		
		225000-250000		A			B, C	B, C C		
		200000-225000			A		B; C	B; C C		
		175000-200000				A	C	BB; CC		
		150000-175000				A		BB; C	CC	
		125000-150000					A		BB; CC	C
		100000-125000					A	BB; CC	C	
		75000-100000					A	BB; C	CC	
		50000-75000						A	BB	
		25000-50000						A	BB	
		<25000							A	

A = Single Tug Requirement

B = Two Tug Requirement

C = Three Tug Requirement

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Vessel Specific Information

Vessel Name: THOMAS G. THOMPSON

IMO Number: 8814419

Deck Area:	14,197.7 sq ft
Water/foam requirement:	227.2 gallons/minute for 20 min
Extinguishing Agent Type(s):	AFFF - Aer-O-Lite 3%
Ports/COTP Zones Called:	ALL COTP ZONES (See Geographic-specific Appendix [GSA] for COTP Zone details)
Largest Tank:	31,172.3 gallons
Heaviest Oil Group Carried:	Group IV
Pumping Requirement to empty in 24 hours:	1,298.8 gallons/hour; 21.6 gallons/minute
Pump(s) required:	1 TK150 Pump(s) – or other multiple pumps to achieve proper collective flowrate for tank size and cargo oil group carried. See <i>Pumps & Tugs Tables</i> at the front of this section for alternate pumps with flowrates by tank size.
Deadweight:	3,031 mt
Approximate Tug Size Required for vessel:	1000 HP – or multiple smaller tugs. See <i>Pumps & Tugs Tables</i> at the front of this section for multiple tugs combinations. See GSA for listing of Tugs by Horsepower, Bollard Pull and Operating Environment Capabilities.
Vessel Pre-Fire Plan:	See http://members.donjon-smit.com
MSDS(s) (Cargo & Fuel):	See www.donjon-smit.com/msds
Damage Stability Provider:	n/a

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Documents

1. Letter Certifying Resource Provider Provision of Services
2. Contract with Funding Agreement



DONJON-SMIT, LLC

An OPA-90 Alliance



December 17, 2013

To: Qualified Individual
 NT VRP Plan Preparer

Subject: Provision of Services Certification

In accordance with the requirements of the contract between Donjon-SMIT (DJS) and the Owner/Operator/Manager (Planholder) of the NT Vessel Response Plan (NT VRP), this letter is provided for inclusion in the NT VRP and to hold in your possession and/or on the vessel(s) to which the NT VRP applies, as you and/or the Planholder deem appropriate.

This letter certifies that DJS agrees to be listed in the NT VRP and further certifies that that DJS, upon notification of an incident requiring a salvage and/or firefighting response by the Planholder or his authorized representative, agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the Planholder. Further, these services will be provided to the best of DJS's capability, in accordance with the planning response timeframes listed in 33 CFR Table 155.4030(b), for all U.S. COTP Zones or for U.S. COTP Zones specifically identified in the NT VRP, as applicable.

By:

Donjon-SMIT LLC
Richard Fredricks
Vice President



MEMBERS OF THE
AMERICAN SALVAGE ASSOCIATION

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DONJON-SMIT, LLC
OIL POLLUTION ACT OF 1990
SALVAGE, FIREFIGHTING AND LIGHTERING
CONTRACT AND FUNDING AGREEMENT



This agreement is made on the **1 Nov 2013** between **DONJON-SMIT LLC**, having its principal place of business at 909 N. Washington St., Suite 300A, Alexandria, VA 22314 USA (Hereinafter referred to as "DONJON-SMIT"), And **University of Washington, School of Oceanography** having its principal place of business at: **Box 357940**

Seattle, WA 98195

(hereinafter referred to as "OWNER").

RECITALS

- WHEREAS OWNER is or will be trading vessels in and/or to United States (U.S.) waters and must retain a professional salvage company for the provision of salvage, firefighting, and lightering services in fulfillment of the requirements set forth in 33 CFR Part 155 under the Oil Pollution Act of 1990; and
- WHEREAS DONJON-SMIT is a joint venture between two internationally recognized salvage companies, each of which fully meets all of the fifteen qualifying criteria listed in 33 CFR 155.4050(b) issued by the United States Coast Guard under the Oil Pollution Act of 1990 and listed in Annex 4 hereto; and
- WHEREAS OWNER and DONJON-SMIT desire to enter into a contract and funding agreement for the provision of and access to salvage, firefighting and lightering services for OWNER's vessels trading in U.S. waters as and when required under the terms and conditions as set forth herein.

NOW THEREFORE, DONJON-SMIT agrees to provide -- and OWNER agrees to accept -- the salvage, firefighting and/or lightering services to the vessel(s) of OWNER (listed in SCHEDULE A) as and when required in accordance with the following Articles, Annexes, and Schedules:

ARTICLE 1. CONTRACT PERIOD OF PERFORMANCE AND MUTUAL RIGHT TO TERMINATE

- (a) In consideration of the retainer provided for in Article 9, the services provided for in this Agreement shall commence in full force at 0001 hours, EST, on **1 Nov 2013** and shall continue for one full year. Unless one party gives the other two months written notice before the end of a contract period, this Agreement will be automatically renewed for each subsequent one year period at the rates specified herein or at different rates agreed between the parties prior to each renewal. Notwithstanding the period of this Agreement mentioned above, this Agreement may be terminated by either party giving to the other not less than two months notice in writing.
- (b) Should OWNER decide to terminate, no fees shall be reimbursable. Should DONJON-SMIT decide to terminate, the retainer fee shall be returned on a pro-rated basis for the amount of the one year period remaining on the contract from the date of termination.
- (c) An individual OWNER vessel may be unilaterally suspended from coverage by DONJON-SMIT in accordance with Article 5(d) below, Marine Firefighting Pre-Fire Plans, or for failure to comply with Article 5. Coverage for such vessel will be reinstated upon correction of the deficiency. There will be no reimbursement of any portion of the retainer fee for the period of suspension.

ARTICLE 2. DEFINITIONS

For the purposes of this agreement the following definitions shall apply:

- "Tariff Rate" shall mean the DONJON-SMIT Salvage tariff rates set out in each of the Annexes 1, 2 and 3 Tariff clauses and Schedule C.
- "OWNER" the party to this agreement that owns, manages, and/or operates the vessel(s) that require(s) salvage, firefighting, and/or lightering services.
- "TOWHIRE" shall mean the BIMCO Daily Hire Towage and Marine Services contract known commonly as 'BIMCO TOWHIRE 2008 contract or any future amended version, the current edition of which is attached as Annex 1.
- "WRECKHIRE" shall mean the BIMCO Daily Hire Marine Services and Wreck Removal Contract known as the 'BIMCO WRECKHIRE 2010 contract or any future amended version, the current edition of which is attached as Annex 2.
- "LOF" shall mean Lloyd's Standard Form of Salvage Agreement, 2011 or any future amended version, the current edition of which is attached as Annex 3.
- "Category 1" shall mean a situation, such as a vessel adrift offshore without motive power, not in any immediate danger, that is in need of a tow but no other salvage services are needed, and it does not pose any immediate threat to the environment.
- "Category 2" shall mean a situation, such as a vessel that is resting lightly aground in calm conditions so that there is no reasonable apprehension of immediate danger, with no (or minor) hull breaches that may need some minor patching, that can be refloated (i) by internal shifting of ballast/bunkers or by the discharge of clean ballast into the sea or (ii) by means of lightening and towage assistance, and it does not pose any immediate threat to the environment.
- "Category 3" shall mean a situation, such as a vessel or her cargo that is in imminent danger either because the ship or cargo is on fire (or there is a serious risk of either catching fire), there is a serious risk of sinking, a serious risk of explosion, an imminent risk of grounding, or where the vessel is more than lightly aground or threatening to become more than lightly aground, or where the vessel or her cargo require the discharge of all or part of the cargo or her bunkers, or where compartments have been flooded necessitating salvage skills over and above those envisaged in Categories 1 and 2; or where the vessel and/or her cargo may constitute a threat of damage to the environment within the meaning of Article 14 of the Salvage Convention of 1989, but without the geographical limits set out in Article 1(d) of the Convention.

ARTICLE 3. RESPONSE READINESS OBLIGATIONS OF DONJON-SMIT DURING THE CONTRACT PERIOD

DONJON-SMIT shall, during the period of the contract:

- (a) Maintain under the partner companies' full-time employ, or have available under other arrangements satisfactory to OWNER, personnel of suitable skill and experience;
- (b) Maintain in partner company inventory or have available under other arrangements satisfactory to OWNER, items of material and equipment of suitable type and in reasonable quantity.
- (c) Maintain, by contract or other means, shore-based facilities in the Port of New York/New Jersey, which shall include a pier or other secure berthing space for ships/crafts, and storage space for equipment to be used by DONJON-SMIT; and at Houston, Texas, a shore-based facility to support administrative capabilities and to provide equipment storage space for support of the work to be or being performed in the geographic zone, and maintain the facilities as bases of operations such that equipment, personnel, ships and other

craft (e.g. barges, derrick barges, workboats, etc.) can be promptly deployed by land, sea or air as required and practical, and further provide containerized capability as may be required.

- (d) Provide ships, tugs, and other craft that may be required in connection with salvage, salvage-related towing, wreck removal, harbor clearance, fire-fighting, and/or pollution control/containment/abatement;
- (e) Upon notification to DONJON-SMIT of an incident requiring a salvage and/or firefighting response by OWNER, DONJON-SMIT agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the OWNER and will make best endeavors to respond within the timeframes as specified in 33 CFR 155 Table 155.4030(b) and Table 155.4040(c) and defined in 33 CFR 155.4030 and 155.4040 always in compliance with the Oil Pollution Act of 1990.
- (f) Be capable of performing a minimum of two (2) simultaneous emergency response operations anywhere within the areas listed in Schedule B.

ARTICLE 4. DONJON-SMIT EXERCISE OBLIGATIONS

DONJON-SMIT shall be obligated to conduct exercises in accordance with the National Preparedness for Response Exercise Program (NPREP) guidelines, to include:

- i. Shore-based salvage and shore-based marine firefighting management team tabletop exercise, at least annually; and
- ii. Equipment deployment exercises at least annually.

ARTICLE 5. DONJON-SMIT ADMINISTRATIVE SERVICES OBLIGATIONS

- (a) DONJON-SMIT agrees to provide, either to each Schedule A-listed vessel's Qualified Individual or OWNER's Vessel Response Plan (VRP) preparer (as designated by OWNER), a Salvage and Firefighting Addendum (SFA) designed to be inserted into the existing VRP. The SFA shall demonstrate how DONJON-SMIT meets the specific requirements of 33 CFR 155.4030 sections (a) through (h). With inclusion of the SFA into the vessel response plan, the otherwise USCG approved VRP will meet all the requirements required in 33 CFR 155.4030 through 155.4045. Any deficiencies of the SFA identified by the Coast Guard will be corrected by DONJON-SMIT and provided to the plan submitter.
- (b) As part of the SFA, DONJON-SMIT shall provide the designated Qualified Individual a letter certifying that DONJON-SMIT, upon notification of an incident requiring a salvage and/or firefighting response by OWNER, agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the OWNER. Further, these services will be provided to the best of DONJON-SMIT's capability, in accordance with the planning response timeframes listed in 33 CFR Table 155.4030(b), for each of the COTP zones listed in Schedule B.
- (c) OWNER agrees to provide DONJON-SMIT the "Marine Firefighting Pre-Fire Plan" for each Schedule A-listed vessel at least 15 days prior to the date on which this agreement is to take effect. While DONJON-SMIT can assist in developing this plan on terms to be agreed, it is OWNER's responsibility to provide this plan in suitable form to DONJON-SMIT prior to contract signing.
- (d) If within 30 days of receipt of the Marine Fire-Fighting Pre-Fire Plan, DONJON-SMIT finds it unacceptable, a registered letter will be sent to OWNER suspending that ship from coverage until such time as the Marine Firefighting Pre-Fire Plan is corrected to the satisfaction of DONJON-SMIT. Otherwise, by signature on this contract, DONJON-SMIT certifies that the Pre-Fire Plans for Schedule A-listed vessels are acceptable and agrees to implement each vessel-specific plan to mitigate a potential or actual fire.
- (e) DONJON-SMIT shall provide its firefighting sub-contractor access to copies of the Marine Firefighting Pre-Fire Plan for each vessel listed in Schedule A.
- (f) DONJON-SMIT warrants that it will maintain agreements with public firefighting resource providers as indicated in Schedule B.

ARTICLE 6. DONJON-SMIT OBLIGATIONS IN THE EVENT OF AN EMERGENCY

- (a) DONJON-SMIT, upon notification of an incident requiring a salvage and/or firefighting response by OWNER, agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the OWNER. Further, these services will be provided to the best of DONJON-SMIT's capability in accordance with the planning response timeframes listed in 33 CFR Table 155.4030(b), for each of the COTP zones listed in Schedule B under the following terms and conditions:
 - i) **For Category 1 situations.** On the basis of a TOWHIRE 2008 in the format as attached to this agreement in Annex I, suitably-amended. Personnel and equipment rates will be charged at the rates shown in Annex 5 'Rate Sheet' plus a 20% uplift. Reimbursement of all out of pocket expenses will be on a cost-plus-15% basis only and not subject to this 20% uplift.
 - ii) **For Category 2 situations.** On the basis of the WRECKHIRE 2010 contract at the Tariff rates in the format as attached to this agreement in Annex II, suitably-amended, Personnel and equipment rates will be charged at the rates shown in Annex 5 'Rate Sheet' plus a 50% uplift. Reimbursement of all out of pocket expenses will be on a cost-plus-15% basis only and not subject to this 50% uplift.
 - iii) **For Category 3 situations.** On the basis of an LOF 2011, with the SCOPIC clause incorporated, in the format as attached to this Agreement in Annex 3 without amendment.
 - iv) **Inability to reach agreement as to the category applicable to a particular response** will be handled in accordance with Article 7 below, but in no case will a response be delayed or altered pending such agreement.
 - v) Conflicts, if any, between the terms and conditions set out in the applicable form that governs DONJON-SMIT's response according to the category and those set out in this Agreement are to be resolved in favor of those in this Agreement.
- (b) Requests may include salvage-related towing, wreck removal, harbor clearance, fire-fighting and/or lightering services to include fendering, transfer equipment and portable pumps, for the account of OWNER and its underwriters. DONJON-SMIT, upon notification of an incident requiring a salvage and/or firefighting response by OWNER, agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the OWNER. Further, these services will be provided to the best of DONJON-SMIT's capability, in accordance with the planning response timeframes listed in 33 CFR Table 155.4030(b), for each of the COTP zones listed in Schedule B. See also Article 8 below.
- (c) DONJON-SMIT shall be compensated for its services in accordance with the terms of the applicable contract form for the category of the response. DONJON-SMIT shall be secured for the amounts due in accordance with the security provisions of the appropriate contract form, and in any event shall have a fully enforceable maritime lien against the vessel, her cargo, bunkers, stores, and pending freight until substitute security suitable to DONJON-SMIT in amount and form has been posted.

ARTICLE 7. DISPUTES

- (a) In the event of a dispute between the parties as to which category a casualty may fall, DONJON-SMIT hereby agrees and undertakes to use its best endeavors promptly to commence and execute the salvage, firefighting, and/or lightering services and have the category decided, during or after completion of the services in the manner appearing hereafter.
- (b) For dispute arising under services rendered pursuant to this Agreement, OWNER and DONJON-SMIT agree they will:
 - i) Always attempt to settle amicably;
 - ii) In the event that they fail to settle amicably, they will always mediate; and
 - iii) In the event attempts to mediate fail, then disputes shall be decided by arbitration in the manner set forth in Article 11 hereafter.

ARTICLE 8. PLANNING STANDARDS

DONJON-SMIT agrees to and is capable of providing, and intends to commit to providing, the services that are listed in 33 Code of Federal Regulations (CFR) 155.4030(a) through 155.4030(h) to the OWNER. Further, these services will be provided to the best of DONJON-SMIT's capability, in accordance with the planning response timeframes listed in 33 CFR Table 155.4030(b), for each of the COTP zones listed in Schedule B. As defined in 33 CFR 155.4010(b), the timeframes referred to in Articles 3(e), 6(a) and 6(b) are planning criteria, not performance standards, and as such are based on assumptions that may or may not exist during an actual incident. DONJON-SMIT warrants that adequate response resources are available and positioned to meet response time planning criteria for the zones indicated in Schedule B, but does NOT warrant that these resources will always be available or meet the planning response time criteria in every incident.

ARTICLE 9. SERVICE RETAINER FEE PROVISION

OWNER shall pay to DONJON-SMIT an annual retainer fee of ZERO USD per vessel listed in Schedule A. If DONJON-SMIT decides to change the fee amount, DONJON-SMIT shall inform OWNER at least two months prior to contract renewal.

- (a) Retainer fees shall be due and payable by OWNER 30 days after receipt of invoice from DONJON-SMIT.

ARTICLE 10. NON-EXCLUSIVE SERVICES

- (a) The parties agree that these services, including those of the personnel, equipment, and ships/craft offered by DONJON-SMIT to OWNER are not offered exclusively to OWNER and that DONJON-SMIT is free to contract with others for the provision of similar response services.
- (b) Further, the parties agree that the use of DONJON-SMIT as the OWNER's named salvor and marine firefighter is required under the regulatory language of 33 CFR Part 155 within the jurisdictional limits defined in that Part. If more than one primary provider is allowed, the parties agree that any of OWNER's listed primary providers within a COTP zone may be utilized by OWNER.

ARTICLE 11. CHOICE OF LAW AND JURISDICTION; ARBITRATION

This agreement shall be governed and construed according to the Federal Maritime Law of the United States, and the laws of the State of New York, with the exception of New York's conflicts of law provisions.

- (a) Any dispute arising under this Agreement that is not resolved amicably or through mediation, shall be submitted to arbitration in New York in accordance with the Rules of the Society of Maritime Arbitrators, Inc. In the case of a dispute arising under Article 6 (a) (iv), the parties may request an expedited proceeding before a sole arbitrator previously agreed by them to handle such disputes, or a sole arbitrator to whom they then agree if there has been no pre-selection. If they cannot agree on a sole arbitrator, then the Article 6(a) (iv) dispute shall be handled as other disputes under this agreement. In those and all other cases, the party requesting arbitration shall serve upon the other party a written demand for arbitration, whereupon the parties shall agree and jointly appoint one person to act as sole arbitrator. Failing such agreement within 14 (fourteen) days of the service of the written demand, the matter shall be referred to three arbitrators, one to be appointed by each of the parties hereto and the third by the two so chosen. The appointed Arbitrator(s) shall deal with the proceedings as he(they) see(s) fit and his(their) decision shall be final and binding on the parties.
- (b) The Arbitrator(s) shall have the discretion to impose the cost of the arbitration, including arbitrators and attorneys fees and expenses, upon the losing party or divide such between the parties on any terms which may appear just. Any decision or award rendered hereunder may be entered as a judgment of the Court. The applicable court for the enforcement of this agreement, including compelling arbitration or enforcement of arbitration awards, is the United States District Court for the Southern District of New York.
- (c) Disputes arising in Category 1 and Category 2 cases involving the terms of the TOWHIRE or WRECKHIRE contracts, shall be subject to U.S. law and jurisdiction and processed according to the same terms as disputes arising under this Agreement. However, any dispute that arises under the LOF in Category 3 cases shall be subject to English law and dealt with by the Arbitrator appointed by the Council of Lloyds (the Lloyd's Arbitrator) in London in the usual manner of Lloyd's Salvage Arbitration proceedings.

ARTICLE 12. GENERAL PROVISIONS

- (a) The person signing this Agreement on behalf of OWNER enters into this Agreement for the vessels listed in Schedule A and their respective owners and binds each (but not the one for the other or himself personally) to the due performance thereof.
- (b) The parties hereby evidence their agreement with the terms, rates and conditions stated herein by executing this Agreement in the spaces provided below.
- (c) In the event OWNER sells or disposes of any of the vessels which named in Schedule A and gives written certification that the vessel in question will not trade in the United States as part of OWNER's fleet for the duration of this Agreement, DONJON-SMIT agrees to delete that vessel from this Agreement and de-obligate the OWNER from any future payments relating to the deleted vessel, except for those payments accrued prior to the above-referenced certification.
- (d) In the event OWNER adds a vessel or group of vessels and wishes to have them or added as part of Schedule A, the charges for each additional vessel will be consistent with the payment breakdown as appears below for the duration of the Agreement. All other terms and conditions will remain in full effect.
- (e) Titles and Captions: All Article titles and captions contained in this Agreement are for convenience only and shall not be deemed part of the content nor affect the interpretation of this Agreement.

- (f) Entire Agreement: This Agreement, including the Annexes and Schedules herewith and the documents and regulations referred to herein, contains the entire understanding between the parties and supersedes any prior understandings and agreements between them respecting the subject matter of this Agreement.
- (g) Agreement Binding: This Agreement shall be binding upon the heirs, executors, administrators, successors, and assigns of the parties hereto.
- (h) Presumption: This Agreement or any section thereof shall not be construed against any party due to the fact that said Agreement or section was drafted by said party.
- (i) Further Action: The parties hereto shall execute and deliver all documents, provide all information and take or forbear from all such action as may be necessary or appropriate to achieve the purposes of this Agreement.
- (j) Savings Clause: If any provision of this Agreement, or the application of a provision to any person or circumstance, shall be held invalid, the remainder of this Agreement, or the application of such provision to persons or circumstances other than those to which it has been held invalid, shall not be affected thereby.
- (k) Any notice required to be given hereunder will be given by hand delivery, facsimile, overnight mail, certified or registered mail, postage prepaid at the following addresses or such substitute addresses as are later supplied in writing:

If to: DONJON-SMIT LLC
909 N. Washington St, Suite 301
Alexandria, VA 22314 U.S.A.
Attention: Noelle Driscoll, Contracts Administrator

If to: University of Washington, School of Oceanography
Box 357940
Seattle, WA 98195
William Rall, Port Captain

IN WITNESS WHEREOF, DONJON-SMIT and the OWNER have caused this Agreement to be executed by their duly authorized representative as of the day and year first above written.

for OWNER

William Rall _____
Signature
William Rall _____
Name
Port Captain _____
Title

for DONJON-SMIT LLC
Signature _____
Name _____
Title _____





SCHEDULE A - LIST OF COVERED OWNER VESSELS (Nontank)

Company Name: University of Washington School of Oceanography	Qualified Individual: O'Brien's
DPA/Ops Contact Name: William Rall	DPA AOH Telephone: 510 846 6549
DPA Telephone: 206 221 6920	DPA Fax: 206 221 6970
DPA Mobile: 206 910 9176	DPA e-mail: portcapt@ocean.washington.edu

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