

Participation in the Cetacean Monitoring Programme aboard *Silurian* Term and Conditions

In these Terms and Conditions, the following terms have the following meanings:

Vessel	The research vessel ' <i>Silurian</i> '
HWDT	The Hebridean Whale and Dolphin Trust, research vessel owner
The Project	Your participation in HWDT's research project; such participation to take place on-board a Research Expedition on <i>Silurian</i> .
On Board Film	All film, photographs, videotape and digital media made during the Project (whether or not made on-board the Vessel) which contains footage made pursuant to tasks undertaken during the Project or which is similar to or connected with footage which is, or could be, generated as a part of or by the research activities undertaken on the Vessel, including (but not limited to) film, photographs, videotape and digital media made on photographic or video equipment and/or film or tape supplied by or through HWDT whether made by you or otherwise;
Intellectual Property Rights	Patents, rights to inventions, copyright and related rights, trademarks, trade names and domain names, rights in get-up, goodwill and the right to sue for passing off or unfair competition, rights in designs, rights in computer software, database rights, rights to preserve the confidentiality of information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications (or rights to apply) for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which may now or in the future subsist in any part of the world.

1. Expedition

- 1.1 The Expedition is scheduled to last for the duration of the Project and will take place aboard the Vessel. It is anticipated that you will board the Vessel at the commencement of the Project and vacate it at the end of the Project.
- 1.2 You acknowledge that HWDT reserves the right at its absolute discretion to make changes at any time to any or all of the arrangements, services and proposals which may have been or may in future be communicated to you or which have or may in future appear in any information about either the Vessel or the Project.

2. Provision of Information (including Medical Information)

- 2.1 You will need to provide any information requested by HWDT to determine your suitability for the Expedition, including but not limited to any medical information which it is necessary to provide in order to ensure your safe passage on the Vessel during the Project. This will be stored electronically on our system and a physical copy will also be stored on board for the duration of the survey.
- 2.3 You will promptly notify HWDT of any reason, medical or otherwise, which would prevent you from participating fully in the Project, or which would make it inappropriate or unsafe for you to do so.
- 2.6 If requested to do so, prior to the commencement of the Project, you will provide HWDT with a medical certificate confirming that you are in a fit and proper state of health to undertake the Project.

2.7 You will declare in writing to HWDT if you have been prescribed any form of medication which you are required to take during the Project. You will be responsible for the costs of all medical treatment (including medicine) used other than those from the Vessel's medical chest whilst at sea.

3. General

3.1 HWDT will provide accommodation on the Vessel throughout the duration of the Project. However, where it is not possible for HWDT to provide accommodation on the Vessel, at its discretion HWDT may provide you with alternative accommodation.

3.2 HWDT will ensure that the Vessel is kept seaworthy, manned and equipped for its intended purpose.

3.3 You are responsible for ensuring that you have a valid passport and such visas and inoculations and vaccinations as are necessary during the Project if traveling from overseas.

3.4 While on board the Vessel, you must accept the authority of the Vessel's Skipper ("**the Master**") and you shall adhere to all decisions and instructions issued at any time by the Master, including (but not limited to) any safety instructions.

3.5 Any personal belongings which you take on board the Vessel are taken on board entirely at your risk and HWDT shall have no liability for any loss or damage to them other than as a result of HWDT's negligence. When you leave the Vessel, it must be left clean and cleared of all personal possessions.

3.6 As a result of limited space on board the Vessel, the Master may object to the nature and amount of personal belongings which you intend to take on board.

4. Behaviour

4.1 During the Project, you will:

- a) keep HWDT furnished with current details of next of kin;
- b) not bring on board the Vessel any animals or restricted items such as illegal drugs/substances, firearms or explosives;
- c) not be in possession of or under the influence of illegal drugs;
- d) consume alcohol in moderation only, and only with the express authority of the Master;
- e) not invite personal guests on board the Vessel without the prior authorisation of the Master;
- f) behave in a courteous, moderate and considerate manner, taking into account any others who may be on board the Vessel;
- g) comply with the laws and regulations of all places visited; and
- h) do nothing which may render the Vessel liable to arrest or impounding.

5. Training

5.1 HWDT will provide you with an induction explaining the research activities undertaken on the Vessel and will also provide you with training to assist you: a) to meet the standards expected of a participant; and b) to ensure your health and safety on board the Vessel.

5.2 Failure to participate in the training referred to in clause 5.1 above will result in the placement coming to an end with immediate effect.

6. Termination of Participation

- 6.1 HWDT has the right to terminate participation with immediate effect at any time.
- 6.2 Unless previously agreed in advance in writing, HWDT will in no circumstances be responsible for repatriation costs.
- 6.3 You may terminate participation at any time verbally or in writing to the Master, such termination to take effect at the date of the notification or, if you are at sea, at the next port of call or such other port as may be agreed. In the event of termination, no funds will be refunded.

7. Equipment and Meals

- 7.1 HWDT will provide you with: a) a safety line and lifejacket and any other sailing equipment reasonably deemed necessary by HWDT in connection with the Expedition and b) meals on board the Vessel whilst at sea or in port.

8. Confidentiality

- 8.1 In the course of Expedition, you may have access to confidential information in relation to HWDT, its research projects and findings and/or the Vessel and its research activities. HWDT expects you, and you hereby expressly agree, not to use or disclose this information to any person either during the Expedition or at any time afterwards without HWDT's prior written approval.

9. On-Board Film and Project Works

- 9.1 All On Board Film shall be and remain the property of HWDT and shall be returned to it as and when directed by HWDT who shall be entitled to use such On Board Film for such purposes as it may in its absolute discretion determine.
- 9.2 You hereby assign to the Company absolutely and with full title guarantee all existing and future Intellectual Property Rights which you may have or may in the future acquire in relation to or in connection with any inventions, ideas, improvements or innovation, discovery, development made by you during the Expedition whether or not patentable or capable of registration, and whether or not recorded in any medium ("**Inventions**") and/or all records, reports, documents, papers, drawings, designs, graphics, logos, typographical arrangements, software, etchings, paintings, diaries, jottings, writing, reportage, research materials, film, photographs, video footage and other audio-visual materials, including all On Board Film, and all other materials in whatever form, including but not limited to hard copy and electronic form and any other artistic, literary work, dramatic or musical work, sound recording or film, as defined in the Copyright, Designs and Patents Act 1988 prepared by you in the provision of the services (together the "**Project Works**"). You agree promptly, at the expense of the Company, at any time either during or after the Internship, to execute all documents and do all acts as may, in the opinion of the Company, be necessary to give effect to this clause 10.2
- 9.3 You irrevocably and unconditionally waive all rights, including, without limitation, any moral rights, which you may have or may in future acquire in relation to any Inventions or Project Works, to the fullest extent permissible by law, including the right to be identified as the author and to object to any inappropriate treatment, exploitation or use of the Inventions or Project Works.

- 9.4 You undertake to the Company:
- a) to notify the Company in writing full details of all Inventions promptly on creation;
 - b) to keep confidential the details of all Inventions;
 - c) at the end of the Expedition, to promptly deliver to the Company all correspondence, documents, paper and records on all media (and all copies or abstracts of them), recording or relating to any part of the Project Works and the process of their creation which are in your possession, custody or power;
 - d) not to register or attempt to register any Intellectual Property Rights in the Project Works, nor in any Invention, unless requested to do so by the Company;
 - e) to do all acts necessary to confirm that absolute title in all Intellectual Property Rights in the Works and the Invention has passed, or will pass to the Company.
- 9.5 You warrant to the Company that:
- a) you have not given and will not give permission to any third party to use any of the Project Works or the Inventions, nor any of the Intellectual Property Rights in the Project Works;
 - b) you are unaware of any use by any third party of any of the Project Works or Intellectual Property Rights in the Project Works;
 - c) the use of the Project Works or the Intellectual Property Rights in the Project Works by the Company will not infringe the rights of any third party
- 9.6 You give your express consent to the Company or any person authorised by it, to the use of your actual or simulated likeness and voice in connection with production, exploitation and advertising without compensation or credit, throughout the world.
- 9.7 HWDT expects you, and you hereby agree, to comply with this clause 10 both during the Expedition and indefinitely thereafter.

10. Data Protection

- 10.1 Under General Data Protection Regulations, which came into force on 25th May 2018, you have a right to know how we use your personal data. By signing this agreement, you agree that HWDT may hold and process your personal data, including sensitive personal data defined by Article 9 of GDPR, for the purpose of the survey.
- 10.2 All personal information on EU citizens can only be processed and kept for as long as it's legally needed. We will keep your medical forms, contact details, name, and any emails containing sensitive personal data, on record for an indefinite amount of time to protect us against future legal claims and as proof in our records that you have volunteered with us.
- 10.3 You also have a right to be forgotten (i.e. to have your personally identifiable data deleted). Please contact the volunteer coordinator directly at volunteercoordinator@hwdt.org and they will amend the records.

11. Payment and cancellation

- 11.1 You will be required to pay a **50% non-refundable deposit** to secure your place on the Project.
- 11.2 Full payment must be made 40 full days prior to the Project start date. Failure to do so without prior agreement in writing by HWDT will result in the termination of your booking by HWDT. In the event of termination for non-payment, no deposit funds will be refunded.
- 11.3 In the event that you cancel, 40 full days prior to the Project start date a refund of any payment, less the non-refundable deposit will be issued.

11.4 In the event that you cancel less than 40 days in advance of the Project start date, no refund will be given on the amount you've paid.

12. Insurance

12.1 It is your responsibility to obtain medical expenses insurance to cover all medical expenses relating to any illness or mishap which may befall you during the Intern Project (whether at sea or in port) and the costs of repatriation.

12.2 It is your responsibility to obtain travel insurance to and from the rendezvous location, HWDT will in no circumstances be responsible for reimbursing travel costs, e.g. in the event of a cancelled expedition.

13. Risks assumed by you

13.1 Sailing is dangerous and you acknowledge that you undertake any participation related training and the Project at your own risk. With the exception of death or personal injury caused by the negligent acts or omissions of HWDT or those for whom HWDT is responsible, HWDT shall not be liable for any injury, loss or damage including but not limited to emotional distress, mental suffering, psychological injury or any financial loss directly or indirectly suffered or incurred by you.

14. Travel

14.1 Unless previously agreed in advance in writing, you will be responsible for making your own travel arrangements to and from the Vessel in order to participate in the Expedition.

I acknowledge that I understand and agree to these Terms and Conditions and that, by HWDT processing my deposit payment, I am accepting these as the basis upon which the project is offered.