



DEFINITIONS

“The Heard Island Project”

This term means “the project to carry out an expedition to explore and describe the biodiversity of Heard Island, a territory of Australia in the Southern Ocean managed by the Australian Antarctic Division, Hobart, Tasmania.” The term means the entire project, including pre-expedition activities, the Expedition itself (see below), and post-expedition activities. Various terms will be taken as synonymous with “Heard Island Project” such as “The HI Project” and “The Project.”

“The Expedition”

This term has two meanings:

- (1) The activities related to the actual expedition. This includes acquisition, preparation, testing, packing, and shipping of equipment and facilities; personal preparations such as medical and contact information, personal clothing and travel arrangements, scheduling, payments, personal travel, and personal accommodations; participation in the activities onboard the vessel during the cruises to and from the island; operations involved in landing, establishing the campsite, carrying out the onsite activities, breaking camp, packing, and departing the island; demobilization, protection, packing, and shipping of equipment; and completion of documentation such as logs, data files, photographs and video, and debriefing reports.
- (2) The facilities, provisions, and services that will be supplied for (not by) the Participants. The general criterion for this category is that the “Expedition” will supply all the materials and services associated with activities related to the central goal of the Expedition, but no materials or services that are primarily of a personal nature. For instance, the Expedition will provide the vessel, onsite facilities, logistics, equipment, food, and services to enable the team to carry out the tasks on the island, but the Participants will provide items and services primarily intended for private use, such as clothing, medication, special food and liquor, personal travel and lodging before and after the Expedition, etc.

Thus: “The Expedition will provide X to be used on the Expedition for Expedition purposes, but the Participants will provide Y for their private personal use.”

“The Voyage”

This term means “the voyage from the port of departure to Heard Island and possibly other destinations and the return voyage to the port of arrival, as well as all the activities on the vessel. Thus, this term refers only to the activities onboard the vessel during the Expedition, not to activities on the island.

“Participants”

The term “Participants” includes all persons participating in the Expedition (excluding the vessel crew, observers, service personnel, etc.). Participants are those persons who will actually carry out the activities of the HI Project, and are paying a fee to participate. Persons who are actually on the island will be referred to as “Onsite Team Members.” Persons who act in a supportive or supplying role but are not present on the Expedition may be called “Offsite Team Members,” “Supporters,” “Sponsors,” and similar terms. Participation in this Expedition is only by invitation from the Expedition Leader.

PRIORITIES

#1. Safety

The overriding consideration in all plans and operations will be safety of personnel and property. While some risk is inherent in an exploratory venture such as this Expedition, we will make no plan and take no action that involves significant risk to life, limb, or property. Plans for emergencies and contingencies will be an integral and priority part of this project.

#2. Achievement of the Expedition goals

Every Participant is personally invested in the overall goals of the Expedition. The team is regarded as a single unit working together to achieve success of the Project, hence every participant will assist when and where needed and appropriate.

#3. Personal satisfaction

One of the primary goals of the Heard Island Expedition is personal satisfaction of the Participants. The Expedition will be managed and executed with special regard to personal satisfaction, and to mechanisms for enhancing it. It is expected that all team members will behave in a professional manner, with courtesy and respect for others, and in a spirit of cooperation appropriate to the common goal of the Expedition. Provisions will be made for addressing concerns of and among the Participants.

PROPERTY

Intellectual property

Photographs, video, sound recordings, field notes, sketches, drawings, paintings, and similar materials produced in during the Expedition are legally the property of the creator, who holds the copyright in his or her home country. The Heard Island Project is granted the right to freely copy any or all such materials for purposes of enhancing its noncommercial programs, together with the right to royalty-free use in publications, programs, and similar promotional activities. Participants are expected to make available good quality copies of any and all such materials for the Expedition Leader or his designate. Use of such materials by individual members of the Project is subject to the consent of the copyright holder.

Scientific property

Cordell Expeditions is the owner of all scientific materials resulting from The Heard Island Project. These include biological specimens; soil, water, and rock samples; logged data such as radio logs and personal notes and logs; meteorological and bathymetric records; photographs, videos, sound recordings, and similar materials that are primarily scientific data; historical materials, either records or artifacts; and all other similar materials that are reasonably part of the scientific record of the Project. The creator or supplier of such records has the right to freely copy the materials (at personal expense) for any use not inconsistent with the basic scientific nature of the Expedition.

Expedition property

Equipment borrowed for the Expedition will be returned at the conclusion of the Voyage. Equipment donated to Cordell Expeditions and used for the Expedition remains the property of Cordell Expeditions. Equipment purchased using Expedition funds is considered the joint property of the Participants.

Personal property

Reasonable personal property, e.g., computers, food, and clothing, will be allowed, although excessive baggage on the Expedition cannot be accommodated. Personal property remains under the ownership and control of the Participant. Some personal gear and materials may be shipped and used for the Expedition, with approval of the owner, although generally control remains with the owner.

MANAGEMENT

Authorities

During the Expedition, certain persons will have authorities deriving from their responsibilities:

Captain of the Ship: Matters relating to the vessel operation, anchoring, landing and recovery of equipment and personnel, small boat operations, helicopter operations, docking, onboard safety, vessel schedule, sequencing, and scheduling are under the control of the Captain of the vessel, or his designated representative. Decisions and actions by the Captain cannot be appealed.

Expedition Leader: Matters relating to the logistics of the Expedition, such as major task assignments, scheduling, operations, coordination of activities, group meetings, temporary shutdowns, and policies defined due to unforeseen circumstances (such as response to weather conditions, resolution of personnel conflicts, handling resource loss, etc.). Decisions and actions by the Expedition Leader cannot be appealed, except that issues involving the vessel operations can be appealed to the Captain of the Ship or to the Executive Board through the Ombudsman.

The persons listed below are considered authorities designated by the Expedition Leader. These authorities report to the Expedition Leader. Decisions and actions taken by any of these authorities can be appealed to the Expedition Leader, who is empowered to assume any or all of these authorities if circumstances warrant. The Expedition Leader can replace any or all of these persons with alternates.

Site Manager: Matters relating to location of the campsite and other facilities, including site erection and dismantling, safety, services (e.g., heating, light, power, water, food, etc.), cleanliness, maintenance, repair, minimization of damage around the site location, mitigation of threat to wildlife in the vicinity, etc. In the event there is more than one site, there will be a Site Manager for each site.

Chief scientist: Matters relating to the acquisition, accumulation, and preservation of scientific data within the overall goal of the Expedition, including the optimum use of resources, priorities for operations in case of limits, preservation and protection of scientific results, etc.

Radio Team Leader: Matters relating to building the radio team, acquiring and arranging for equipment, layout of the radio site(s) on the island, management of the radio operations, operator assignments, and logging.

Exploration Leader: Matters relating to climbing, exploration of remote or relatively dangerous locations such as the volcano crater, outcroppings, glaciers, glacial steams, etc.

Communications Manager: Matters relating to local communications between individual Participants and with the main site, communications through the satellite links, communications between teams at distant locations on the island, records of personal use of facilities, etc.

Ombudsman: Matters relating to personnel issues. Main responsibility is to resolve issues to enable continuation of the mission.

Executive Board

The six persons listed above will constitute an Executive Board, empowered to act in the interest of the Expedition. For cases that involve disputes, the Board may vote, in which case the Expedition Leader, in case of tie, will have two votes. Matters relating to the disability of the Expedition Leader or incapacity to perform the required duties, can be brought to the Board through the Ombudsman, in which case the Expedition Leader has no votes.

EXPEDITION RESPONSIBILITIES

Provided by the Expedition

The Expedition will provide the following, among others:

- The Project website, documents such as the Participants' Handbook, Policies, etc.
- Acquisition of equipment and supplies
- Packing and shipping containers, temporary storage, local transportation
- Shipping of containers from, and return to, their ports of origin
- Passage on the vessel, including all food and services
- Landing on, and extraction from, the island, for the duration of the stay on Heard Island
- Tools, parts, and materials for equipment to be used on the island
- Shelters, furniture, galley, and sleeping facilities
- Galley equipment and supplies, provisions
- Generators, and fuel and water distribution and supply
- Communications equipment including radio stations, satellite radio equipment
- Safety, medical, emergency, and sanitary facilities and supplies
- Scientific, data recording, equipment and supplies
- Printers, copiers, notebooks, bulletin boards, flags, and other office supplies
- Payment and gratuities for certain team functions and unexpected expenses
- Publications such as a monograph, reports, and journal articles.

Compliance

Heard Island is under the jurisdiction and protection of the Australian Antarctic Division of the Government of Australia. As such, the Expedition will be conducted in alignment with the policies of all governmental, scientific, and regulatory organizations with interest in, and authority over, Heard Island.

Site resources

The Expedition will take exceptional measures to prevent damage to any resource on Heard Island. Any activity that is likely to cause significant impact to a sensitive resource at Heard will be unscheduled or terminated unless and until such impacts can be prevented or appropriately ameliorated.

PARTICIPANT RESPONSIBILITIES

Requirements for participation

All Participants must be in good health and must have the potential to provide significant benefit to the Expedition. There are no "guests" per se, only Expedition Participants, and all participants are expected to engage in the activities of the Expedition, unless contra-indicated by illness or exempted from participation by the Expedition Leader. Each Participant must provide the required payments and information as requested.

Provided by the Participants

Participants will provide the following:

- Participant's fair share fee, paid in advance according to the schedule
- Information documents: passport, medical records, emergency contacts, instructions in case of illness or death, etc., radio license (operators), personal travel itinerary
- Legal documents: Liability Waiver, Participant's Agreement, Policies Document
- Travel to/from the port of departure, and local accommodations and food
- Personal items (some optional): Health and safety items, medications, clothing, special food, liquor, sleeping bag and bedding, computer (if desired), digital media, cameras, journals, etc.

Licenses

Any participant expecting to engage in activities that require a license must provide a valid license authorizing such activity. For instance, only persons with a valid amateur radio license may operate an amateur radio station during the Expedition.

Personal communications

During the Expedition, Participants will be allowed opportunity for a reasonable amount of personal communications. However, this is to be regarded as a privilege and kept to absolute minimum. Costs for personal communications will be paid by the Participant. Participants are free to bring a satellite telephone, and in fact are encouraged to do so.

FINANCIAL

Financial management

Finances will be managed by the Expedition Leader using the resources of Cordell Expeditions. Financial records will be open for inspection by members of the Project at any time. It is expected that the accounts will be closed one year after completion of the Expedition.

Financial support

The Expedition will make all possible efforts to raise financial support. Any such funds will be apportioned by the Expedition Leader to most effectively ensure the successful completion of the Expedition. Participants are free to seek personal support, but not from sources that would conflict with supporting the Project as a whole. For instance, amateur radio operators may solicit personal support from any source other than individuals, clubs, foundations, etc., that normally provide support to the Expedition as a whole.

Personal fee

All Participants will pay the same fee for participation, in the amount determined by the Expedition Leader from the budget. The fee must be paid according to the schedule determined to be necessary to pay Expedition expenses as they are required. The Participants have the option to solicit personal support to cover part or all of their fee. In addition, the Participants have the opportunity to solicit corporate donations of in-kind goods and services in order to remove certain expense items from the budget. For any and all such donations, the Participant can deduct $\frac{1}{4}$ of the donation amount, up to \$3000, from his personal fee. As an example, suppose a Participant obtains the outright donation of generators that represent a \$9000 expense to the Expedition. He is then empowered to deduct $\$9000/4 = \2250 from his personal fee. The balance of \$6750 is thereby removed from the expense budget, and the requirement for fundraising.

Post-Expedition income

Monies received after the Expedition, such as club donations and online donations from the amateur radio community and individuals, will be added to the Expedition fund and will be used to retire outstanding obligations.

Liquidation of excess resources

The Expedition Leader and all others who have possession of excess equipment, materials, or other physical resources, will make reasonable efforts after the conclusion of the Expedition to liquidate such resources, the proceeds from which will be added to the Expedition fund to retire outstanding debts. Residual monies left at the completion of the Expedition, if any, will be distributed by the Expedition Leader to the Participants, at the discretion of the Expedition Leader. Monies donated by organizations will not be returned.

Financial Reporting

At the conclusion of the Expedition, the Expedition Leader will provide a full and accurate accounting of the income and expenses of the Expedition for the Participants, including the final balance of the Expedition account. If the balance is a surplus, that surplus will be divided equally among the Participants who paid the participants' fees. If there is a small (e.g., less than 10%) deficit, the Participants agree to retire the deficit.

EVENTUALITIES

Liability

All Participants in the Expedition will mutually exempt all other Participants and organizations, specifically the Vessel Captain, the Expedition Leader, organizers of the Heard Island Expedition, and Cordell Expeditions, from any liability whatsoever. This waiver will include losses due to schedule changes, accidents, loss of possessions, medical conditions, ocean-related activities such as diving emergencies and sea creature attack, sunburn, insect and animal attack on land, unscheduled service requirements, food poisoning, electrical shock, and all other losses, regardless of nature and origin.

Disputes

Any Participant may bring any issue to the attention of the Ombudsman and/or Expedition Leader with the reasonable expectation that prompt and substantive consideration will be given to the issue. In matters related to safety, mission goals, financing, public relations, and similar issues, the decision of the Expedition Leader will prevail and cannot be appealed.

Withdrawal

Any Participant may withdraw from the Expedition at any time, and may refuse to participate in any activity at any time, without need of stated reason. However, upon such withdrawal the Expedition Leader may then exclude the Participant from any further activities. The Expedition Leader may exclude any Participant from any activity for clear stated cause, which can include prior failure to perform expected duties.

Termination

The Expedition Leader may terminate the participation of any Participant for cause, before or during the Expedition. A Participant terminated before the commencement of the Voyage will be refunded his fees, with the proviso that if the cause is egregious behavior, or if the termination occurs during the Voyage, the amount of the refund will be determined by the Expedition Leader according to a reasonable evaluation of the damages leading to the termination.

Resignation and refund

The Participants' fee is not refundable. If a Participant wishes to resign from the Expedition, an acceptable replacement participant could take his or her place, and the payments can be applied to the replacement. Responsibility for finding the replacement rests with the Participant

Cancellations

In the event that there are insufficient financial resources to carry out the Expedition, or any other cause that will certainly prevent a successful Expedition, the Expedition Leader is empowered to cancel the Voyage and terminate the Expedition. In this event, personal donations and borrowed equipment will be returned, purchased equipment will be disposed to the extent possible, and financial obligations will be paid from the cash reserves. Any residual monies, after payment of expenses associated with termination, will be divided among the paying participants. In the event the Expedition is cancelled by decision of the vessel operator, a substantial amount of the donations are presumed to be recoverable and will be distributed according to their sources. If the Voyage cannot be completed due to an Act of God or other circumstances beyond the control of the vessel or the organizers, monies donated in advance will be returned only to the extent that there is residual money after all obligations are paid.