

## Agreement Approving Diving Operations From NOAA Owned or Contracted Vessels Under Non-NOAA Diving Standards

This agreement codifies the roles and responsibilities for non-NOAA divers, topside diving support personnel, and NOAA vessel operators involved in a non-NOAA diving operation conducted from a NOAA owned or contracted vessel. The non-NOAA diving party shall hereinafter be referred to as the "diving partner." The diving partner has a diving program with comparable standards to NOAA as described in the NOAA Scientific and Working Diving Standards and Safety Manuals. Diving program comparability is assured by a current reciprocity agreement or a review by the NOAA Diving Control and Safety Board (NDCSB). The NOAA owned or contracted vessel operator will review and approve the components of the operational plan related to vessel manning, provisioning, operations of the vessel and other non-diving activities. The diving partner will be responsible for submitting a Dive Plan and Diving Emergency Assistance Plan (DEAP) to the NDCSB at least six (6) weeks in advance of the diving operation. NOAA agrees to provide the vessel to transport the dive team to the dive location, assess environmental and traffic conditions at the dive location, and provide the partner diving supervisor permission to commence diving operations. The diving partner agrees to provide all divers, topside diving support personnel, diving and emergency equipment and be responsible for all aspects of the diving operation. In the event of a diving incident, the diving partner will be responsible for execution of the DEAP while NOAA will assist to the extent possible. The diving partner shall comply with all applicable laws and regulations governing the dive mission. It is the responsibility of the dive partner to assure the safety of all divers during dive operations. The dive partner shall indemnify, defend and hold harmless the government, its officers, directors, agents, employees and other related parties harmless from and against any and all liabilities, damages, losses, expenses, claims, demands, suits, fines, or judgments including reasonable attorneys' fees, costs and expenses, incidental thereto, which may be suffered by, accrued against or charged to the Government arising out of or relating to any act or error or omission, negligence, or misconduct of the diving partner, its officers, directors, agents, employees or subcontractors. This agreement is intended to cover non-NOAA dives which are under no authority or control of NOAA. These non-NOAA dives are to be conducted consistent with the policies of the non-NOAA divers, and consistent with all applicable laws and regulations. The role of NOAA personnel shall be limited to providing transportation to the non-NOAA divers on NOAA owned vessels.

Diving Partner \_\_\_\_\_

Name of Vessel \_\_\_\_\_

Name of Owner (If contracted vessel) \_\_\_\_\_

Operation Dates \_\_\_\_\_

Location of operation \_\_\_\_\_

Description of operation

### Applicability of OSHA Commercial Diving Standards

This operation is subject to 29 CFR 1910, Subpart T

This operation is exempt from 29 CFR 1910, Subpart T

If exempt, indicate exemption status

Qualifies for Scientific Exemption

Qualifies for Instructional Exemption

Organization not subject to OSHA

### Reviews by NDCSB / Vessel Operator

Dive Plan reviewed (NDCSB)  DEAP reviewed (NDCSB)

NDCSB Member \_\_\_\_\_

Signature \_\_\_\_\_

Operational Plan reviewed (Vessel Operator)

Vessel Operator \_\_\_\_\_

Signature \_\_\_\_\_

### Reciprocity Status of Diving Partner

Current Reciprocity Agreement exists

Diving partner program reviewed for comparability

Duly Authorized Representative for NOAA Vessel

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_

Duly Authorized Representative for Diving Partner

Name \_\_\_\_\_ Signature \_\_\_\_\_ Date \_\_\_\_\_