



POLICIES

DEFINITIONS

“The Expedition”

In this document, the term “Expedition” means “The 2013 Cordell Expedition to Clipperton Island, Territory of France, Eastern Pacific Ocean.” This term means the entire project, including preparation and post-expedition activities, not just the actual voyage to Clipperton Island or just the onsite activities at Clipperton Island. Various terms will be taken as synonymous with “Expedition,” such as 2005 Clipperton Island Project, Kure Expedition, KA Expedition, etc.

“The Voyage”

The term “Voyage” refers specifically to the portion of the Expedition that is the actual voyage to and from Clipperton Island, and the time onsite. The Expedition is planned to depart from, and return to, San Diego, California, with a stop at Cabo San Lucas, Baja California, Mexico, on the outbound and inbound legs. The planned dates are 18 Feb 2013 – 18 March 2013. Various terms will be taken as synonymous with “Voyage,” such as 2013 voyage to Clipperton Island, the voyage to Clipperton, Clipperton voyage, CI voyage, etc.

“Participants”

The term “Participants” includes all persons participating in the Voyage under the auspices of Cordell Expeditions (excluding the vessel crew and external scientific observers, if any). The term Participant is taken to be synonymous with “Onsite Participant” or “Onsite Team Member.” Other persons who act in a supportive or supplying role may be called “Offsite Team Members,” “Supporters,” “Sponsors,” and similar terms. Participation in this Expedition is only by invitation from the Expedition Leader.

GOALS AND OBJECTIVES

Personal satisfaction

Among the primary goals of the Clipperton 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.

Responsibilities

The Participant is directly responsible for safety and security of the equipment and personnel of the Expedition. At all times he must act in accord with the goals and procedures established by the Expedition. He is also responsible for securing his personal property, and taking all reasonable actions to protect the persons and property of the Expedition, the vessel, and the environment at Clipperton Island.

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 the 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.

PROPERTY

Intellectual property

Photographs, video, sound recordings, field notes, sketches, drawings, paintings, and similar materials produced in connection with the Expedition are the property of the creator, who holds the copyright according to the home country of the Participant. The Expedition 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 reasonable copies of any and all such materials at the request of the Expedition Leader. The Expedition does not have the right to distribute such materials to third parties without consent of the copyright holder, except as a minor part of a larger document. Use of such materials by any member of the Expedition is subject to the consent of the copyright holder.

Scientific property

Cordell Expeditions is the owner of scientific materials resulting from the Clipperton Expedition. These include biological specimens, soil, water, and rock samples, logged data such as radio 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 Expedition. 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 will be disposed by the Expedition Leader or his representatives.

Personal property

Some personal gear and materials will be shipped and used in common with the Expedition. The owner of such gear and materials has the authority for controlling such gear and materials. Personal property remains the property of its owner; that is, it will not be disposed by the Expedition.

PARTICIPANT RESPONSIBILITIES

Provisions by the Participants

Participants will provide the following:

- Participant's fair share fee
- Travel to/from the point of departure (San Diego, California or Cabo San Lucas, Baja)
- Personal health and safety items (sunscreen, water bag, covering, etc.)
- Personal clothing, food, liquor, etc.
- Personal sleeping gear (sleeping bag, etc.)
- Personal computer, digital media, camera, film, processing.

Inclusions and exclusions

The fair share fee covers all expenses from the time of boarding the vessel to the time of disembarking. Participants are responsible for their personal travel to/from the vessel, for special foods, liquor, etc., not included in the general provisioning, personal cameras and computers (except that the Expedition will provide the radio logging computers), storage media (chips, disks, etc.), and will be responsible for any exceptional service such as special food preparation, rescue, medical treatment, hospitalization, etc.

Personal communications

Participants will be allowed a reasonable amount of access to the communications facilities for personal communications. However, this is to be regarded as a privilege, and kept to absolute minimum. It is expected that personal communications will be paid by the Participant using the facilities, and a log will be kept to ensure fair use.

Political

Clipperton Island is under the jurisdiction and protection of the Republic of France, and is the object of ongoing research activities by various organizations. Therefore, the Expedition will be conducted in alignment with the policies and objectives of the appropriate governmental, scientific, and regulatory organizations. The Expedition will respect the rights, interests, and authorities of all persons with legitimate interests in Clipperton Island.

Site resources

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

MANAGEMENT

Authorities

During the Voyage, Participants agree to be bound by the rules, decisions, and directives of the Expedition Leader, or his representative. Matters relating to the boat operation, anchoring, landing, services such as food and fuel, recovery, and docking, are completely under the control of the Boat Skipper. The Expedition Leader has authority for the sequence of landing, siting, erecting, using, dismantling, and recovering equipment, materials, and personnel. The Radio Operations Manager has authority to arrange equipment at the radio operating sites, determine schedules and personnel assignments for operating, and determine the use of the equipment such as frequencies and power. Decisions and actions taken by the Expedition Leader cannot be appealed.

Financial management

Finances will be managed by the Expedition Leader, and will be closed upon completion of the Expedition. Residual monies left at the completion of the Expedition, if any, will be distributed by the Expedition Leader.

Donations

Donations to the Clipperton Project through Cordell Expeditions will be used only for the Clipperton Project. In the event the Expedition is cancelled by decision of the boat, a substantial amount of the donations can be recovered 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 boat or the Expedition Leader, monies donated in advance will be returned only to the extent that there is residual money after all obligations are paid.

Post-Voyage income

Monies received after the Voyage, such as club donations and online donations from QSLs, will be added to the Expedition fund.

Liquidation of excess resources

The Expedition Leader and all others who have possession of excess equipment, materials, or other physical resources, will make appropriate efforts after the conclusion of the voyage to liquidate such resources, the proceeds from which will be added to the Expedition fund to retire outstanding debts.

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' fee (\$6500) and doctor surcharge (\$150). If there is a deficit, the Participants will be liable for retiring the deficit.

EVENTUALITIES

Disputes

Any participant may bring any issue to the attention of the 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, and public relations, the decision of the Expedition Leader will prevail.

Cancellation

In the event that there are insufficient financial resources, 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 by the Board, and financial obligations will be paid from the cash reserves. Any residual monies, after payment of expenses associated with termination, will be disposed appropriately by the Expedition Leader. Acceptable disposal includes distribution to the participants, returning to donor organizations, and forwarding to another project.

Resignation and refund

The Participants' donation 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. If the Expedition is cancelled in advance of the Voyage, all residual monies will be returned to the Participants. In no case will the Expedition be liable for refunds in excess of its current financial resources.

Withdrawal and termination

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. The Expedition Leader may exclude any Participant from any activity for clear stated cause, which can include prior failure to perform expected duties. The Expedition Leader may terminate any Member's participation in the Expedition for reasonable cause. A terminated Participant may be refunded part or all of his fees, at the discretion of the Expedition Leader.

Liability

All participants in the Expedition will mutually exempt every other participant and organization, specifically including the Expedition Leader and organizers of the Clipperton 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.



PARTICIPANT'S AGREEMENT

- Participant** I, _____, have voluntarily joined with other individuals to participate in an Expedition to Clipperton Island, a territory of France. The project is defined and described in documents posted on the website of the Expedition, <http://www.cordell.org/Cl>. I take this action with full awareness of the requirements, limitations, and risks of the project.
- Policies** I have read, understood, and agree to be bound by the policies for the Expedition, as set forth in the Policies section of this Participants' Handbook as posted on the website.
- Travel** I agree that I am solely responsible for arranging and funding my personal travel, equipment, services, fees, accommodations, incidental travel, and all related personal expenses to the point of departure and return of the Voyage (San Diego or Cabo San Lucas, Baja). I agree that the Expedition and its organizers and participants and supporting persons and organizations are in no way responsible for my personal expenses and actions.
- Costs** I understand that all of the costs of the Expedition excluding personal travel from the point of departure and return thereto, will be paid for by the Expedition funds. I have contributed \$6500 to this fund for my participation. I have further contributed \$150 to support the participation of the expedition doctor. I understand that any surplus monies available at the end of the Expedition, after liquidation of excess property, will be divided equally among the Participants (and no others) on a pro rata basis. Likewise, any deficit will be retired by the team.
- Emergency** I have provided the Expedition with information in case of emergency. I agree to be responsible for the cost of transporting me from any place visited during the Expedition to a suitable medical facility should I become ill or injured, and for subsequent medical and transportation costs related to that illness or injury. I will be responsible for reasonable incidental expenses incurred by others on my behalf in the event of such an emergency. I have the option of covering this responsibility with an appropriate insurance policy.
- Waiver** I agree to hold harmless all members of the Expedition, specifically the organizers, onsite and offsite participants, and all organizations that have contributed monies and/or services to the Expedition. I specifically exempt Dr. Robert W. Schmieder and any persons associated with Cordell Expeditions from any liability of any kind. I agree that I will not seek compensation of any kind for any loss that I may incur during the period of this Expedition from any participant or combination of participants in this Expedition. This provision covers all incidents of any type, regardless of cause, even in the event of negligence.
- Binding** My agreement with these provisions, and the actions associated with and implied by this agreement, will be binding on all persons who would seek to represent my interests, including my heirs and counsel. It is my intention to hold all persons and organizations involved with the Expedition fully free and blameless forever.

Name _____ Signature _____

Date _____ Witness _____