

**APPENDIX A (SCOPIC)****1. PERSONNEL**

- a) The daily tariff rate, or pro rata for part thereof, for personnel reasonably engaged on the contract, including any necessary time in proceeding to and returning from the casualty, shall be as follows:

Office administration, including communications	US\$1,155
Salvage Master	US\$1,735
Naval Architect or Salvage Officer/Engineer	US\$1,440
Assistant Salvage Officer/Engineer	US\$1,155
Diving Supervisor	US\$1,155
HSE qualified diver or his equivalent but excluding saturation or mixed gas divers (whose rate should be agreed with the SCR or determined by the Arbitrator)	US\$1,040
Salvage Foreman	US\$ 865
Riggers, Fitters, Equipment Operators	US\$ 693
Specialist Advisors – Fire Fighters, Chemicals, Pollution Control	US\$1,155

- b) The crews of tugs, and other craft, normally aboard that tug or craft for the purpose of its customary work are included in the tariff rate for that tug or craft but when because of the nature and/or location of the services to be rendered, it is a legal requirement for an additional crew member or members to be aboard the tug or craft, the cost of such additional crew will be paid.
- c) The rates for any personnel not set out above shall be agreed with the SCR or, failing agreement, be determined by the Arbitrator.
- d) For the avoidance of doubt, personnel are "reasonably engaged on the contract" within the meaning of Appendix A sub-clause 1(a) hereof if, in addition to working, they are eating, sleeping or otherwise resting on site or travelling to or from the site; personnel who fall ill or are injured while reasonably engaged on the contract shall be charged for at the appropriate daily tariff rate until they are demobilised but only if it was reasonable to mobilise them in the first place.
- e) SCOPIC remuneration shall cease to accrue in respect of personnel who die on site from the date of death.

**2. TUGS AND OTHER CRAFT**

- (a) (i) Tugs, which shall include salvage tugs, harbour tugs, anchor handling tugs, coastal/ocean towing tugs, off-shore support craft, and any other work boat in excess of 500 b.h.p., shall be charged at the following rates, exclusive of fuel or lubricating oil, for each day, or pro rata for part thereof, that they are reasonably engaged in the services, including proceeding towards the casualty from the tugs location when SCOPIC is invoked or when the tugs are mobilised (whichever is the later) and from the tugs position when their involvement in the services terminates to a reasonable location having due regard to their employment immediately prior to their involvement in the services and standing by on the basis of their certificated b.h.p.:

For each b.h.p. up to 5,000 b.h.p.	US\$ 2.500
For each b.h.p. between 5,001 & 12,000 b.h.p.	US\$ 1.875
For each b.h.p. between 12,001 & 20,000 b.h.p.	US\$ 1.250
For each b.h.p. over 20,000 b.h.p.	US\$ 0.625

- (ii) Any tug which has aboard certified fire fighting equipment shall, in addition to the above rates, be paid:

US\$625 per day, or pro rata for part thereof, if equipped with Fi Fi 0.5
US\$1,250 per day, or pro rata for part thereof, if equipped with Fi Fi 1.0

for that period in which the tug is engaged in fire fighting necessitating the use of the certified fire fighting equipment.

- (iii) Any tug which is certified as "Ice Class" shall, in addition to the above, be paid US\$1,250 per day, or pro rata for part thereof, when forcing or breaking ice during the course of services including proceeding to and returning from the casualty.
- (iv) For the purposes of paragraph 2(a)(i) hereof tugs shall be remunerated for any reasonable delay or deviation for the purposes of taking on board essential salvage equipment, provisions or personnel which the Contractor reasonably anticipates he shall require in rendering the services which would not normally be found on vessels of the tugs size and type.
- (b) Any launch or work boat of less than 500 b.h.p. shall, exclusive of fuel and lubricating oil, be charged at a rate of US\$3.75 for each b.h.p.
- (c) Any other craft, not falling within the above definitions, shall be charged out at a market rate for that craft, exclusive of fuel and lubricating oil, such rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (d) All fuel and lubricating oil consumed during the services shall be paid at cost of replacement and shall be treated as an out of pocket expense.
- (e) For the avoidance of doubt, the above rates shall not include any portable salvage equipment normally aboard the tug or craft and such equipment shall be treated in the same manner as portable salvage equipment and the Contractors shall be reimbursed in respect thereof in accordance with Appendix paragraphs 3 and 4 (i) and (ii) hereof.

- (f) SCOPIC remuneration shall cease to accrue in respect of tugs and other craft which become a commercial total loss from the date they stop being engaged in the services plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises whilst engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

### 3. PORTABLE SALVAGE EQUIPMENT

- (a) The daily tariff, or pro rata for part thereof, for all portable salvage equipment reasonably engaged during the services, including any time necessary for mobilisation and demobilisation, shall be as follows:

<u>Generators</u>	<u>Rate – US\$.</u>	<u>Welding &amp; Cutting Equipment</u>	<u>Rate – US\$.</u>
Up to 50 kW	69	Bolt Gun	345
51 to 120 kW	144	Gas Detector	115
121 to 300 kW	230	Hot Tap Machine,	
Over 301 kW	403	including supporting equipment	1150
		Oxy-acetylene Surface Cutting Gear	29
		Underwater Cutting Gear	58
		Underwater Welding Kit	58
		250 Amp Welder	173
		400 Amp Welder	230
<u>Portable Inert Gas Systems</u>			
1,000m <sup>3</sup> /hour	1,380		
1,500m <sup>3</sup> /hour	1,610		
<u>Compressors</u>		<u>Pollution Control Equipment</u>	
High Pressure	115	Oil Boom, 24", per 12 metres	35
185 Cfm	173	Oil Boom, 36", per 12 metres	115
600 Cfm	288	Oil Boom, 48", per 12 metres	224
1200 Cfm	460		
Air Manifold	12	<u>Lighting Systems</u>	
Blower; 1,500m <sup>3</sup> /min.	978	Lighting String, per 50 feet	29
		Light Tower	58
		Underwater Lighting System, 1,000 watts	86
<u>Pumping Equipment</u>		<u>Winches</u>	
<u>Air</u>			
2"	86	Up to 20 tons, including 50 metres of wire	230
<u>Diesel</u>			
2"	58		
4"	104		
6"	138		
<u>Electrical Submersible</u>		<u>Storage Equipment</u>	
2"	58	12' Container	29
4"	173	20' Container	46
6"	690		
<u>Hydraulic</u>		<u>Miscellaneous Equipment</u>	
6"	690	Air Bags, less than 5 tons lift	46
8"	1,150	5 to 15 tons lift	230
		Air Lift 4"	115
<u>Hoses</u>		6"	230
<u>Air Hose</u>		8"	345
¾" per 30 metres or 120 feet	23	Air Tugger, up to 3 tons	86
2" per 30 metres or 120 feet	46	Ballast/Fuel Oil Storage Bins, 50,000 litres	115
<u>Layflat</u>		Chain Saw	23
2" per 6 metres or 20 feet	12	Damage Stability Computer and Software	288
4" per 6 metres or 20 feet	17	Echo Sounder, portable	29
6" per 6 metres or 20 feet	23	Extension Ladder	23
<u>Rigid</u>		Hydraulic Jack, up to 120 tons	86
2" per 6 metres or 20 feet	17	Hydraulic Powerpack 75kW	86
4" per 6 metres or 20 feet	23	Pressure washer,	
6" per 6 metres or 20 feet	29	water	288
8" per 6 metres or 20 feet	35	steam	518
		heavy	460
		Rigging Package,	230
		Light	230
		Rock,	58
		Drill	460
		Splitter	460
<u>Fenders</u>		Steel Saw	23
<u>Yokohama</u>		Tirfors, up to 5 tonnes	12
1.00m. x 2.00m.	86	Thermal Imaging Camera	288
2.50m. x 5.50m.	173	Tool Package, per set	201
3.50m. x 6.50m.	288	Ventilation Package	23
<u>Low Pressure Inflatable</u>		VHF Radio	12
3 metres	81	Z Boat, including outboard up to 14 feet	230
6 metres	81	over 14 feet	403
9 metres	173		
12 metres	288		
16 metres	288		

<u>Shackles</u>	<u>Rate – US\$.</u>	<u>Protective Clothing</u>	<u>Rate – US\$.</u>
Up to 50 tonnes	12	Breathing Gear.	58
51 to 120 tonnes	23	Hazardous Environment Suit	115
121 to 200 tonnes	35		
Over 200 tonnes	58	<u>Diving Equipment</u>	
		Decompression Chamber	
		2 man, including compressor	575
		4 man, including compressor	805
		Hot Water Diving Assembly	288
		Underwater Magnets	23
		Underwater Drill	23
		Shallow Water Dive Spread	259

- (b) Any portable salvage equipment engaged but not set out above shall be charged at a rate to be agreed with the SCR or, failing agreement, determined by the Arbitrator.
- (c) The total charge (before bonus) for each item of portable salvage equipment, owned by the contractor, shall not exceed the manufacturer's recommended retail price on the last day of the services multiplied by 1.5.
- (d) Compensation for any portable salvage equipment lost or destroyed during the services shall be paid provided that the total of such compensation and the daily tariff rate (before bonus) in respect of that item do not exceed the actual cost of replacing the item at the Contractors base with the most similar equivalent new item multiplied by 1.5.
- (e) All consumables such as welding rods, boiler suits, small ropes etc. shall be charged at cost and shall be treated as an out of pocket expenses.
- (f) The Contractor shall be entitled to remuneration at a stand-by rate of 50% of the full tariff rate plus bonus for any portable salvage equipment reasonably mobilised but not used during the salvage operation provided
- (i) It has been mobilised with the prior agreement of the owner of the vessel or its mobilisation was reasonable in the circumstances of the casualty, or
- (ii) It comprises portable salvage equipment normally aboard the tug or craft that would have been reasonably mobilised had it not already been aboard the tug or craft.
- (g) SCOPIC remuneration shall cease to accrue in respect of portable salvage equipment which becomes a commercial total loss from the date it ceases to be useable plus a reasonable period for demobilisation (if appropriate) PROVIDED that such SCOPIC remuneration in respect of demobilisation shall only be payable if the commercial total loss arises while it is engaged in the services and through no fault of the Contractors, their servants, agents or sub-contractors.

#### 4. DOWNTIME

If a tug or piece of portable salvage equipment breaks down or is damaged without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services it should be paid for during the repair while on site at the stand-by rate of 50% of the tariff rate plus uplift pursuant to sub-clause 5(iv) of the SCOPIC clause. If a tug or piece of portable salvage equipment breaks down or otherwise becomes inoperable without fault on the part of the Contractor, his servants, agents or sub-contractors and as a direct result of performing the services and cannot be repaired on site then:

- (i) If it is not used thereafter but remains on site then no SCOPIC remuneration is payable in respect of that tug or piece of portable salvage equipment from the time of the breakdown.
- (ii) If it is removed from site, repaired and reasonably returned to the site for use SCOPIC remuneration at the standby rate of 50% of the tariff rate plus bonus pursuant to sub-clause 5(iv) of the SCOPIC clause shall be payable from the breakdown to the date it is returned to the site.
- (iii) If it is removed from the site and not returned SCOPIC remuneration ceases from the breakdown but is, in addition, payable for the period that it takes to return it directly to base at the stand-by rate of 50% of the tariff rate plus bonus pursuant to sub-clause 5(iv) of the SCOPIC clause