**and**

**CREWING AGREEMENT**

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###### CREWING AGREEMENT

###### INDEX

*PART SUBJECT MATTER PAGE NO.*

PART I Vessel, Parties, Date of

Commencement, Notices 3

PART II TERMS OF AGREEMENT

1. Definitions 4

2. Appointment of Managers 4

3. Crewing Services 5

4. Crew Software 5

5. Managers' Obligations 6

6. Owners’ Obligations 6

7. Fees 6

8. Managers’ Right to Sub-Contract 7

9. Payment and Management of Funds 7

1. Responsibilities 8

11. Auditing 9

1. Duration of Agreement 9
2. Confidentiality 9
3. Third Party Rights 10
4. Law and Arbitration 10
5. Time limit for claims 10
6. Notices 10
7. Use of Associated Companies 10

19. Entire Agreement 11

Part iii Fee Schedule 12

Part iv Fleet Details 13

Part v Initial Budget 14

Part vi Crew Details 15

###### CREWING AGREEMENT - PART I

|  |  |
| --- | --- |
| 1. **Vessel Details** |  |
| Name: | GT/NT |
| Flag: | Class |
| Type: | Year Built |
|  |  |
| 2. **Owners** | |
| Name: | |
| Registered Office: | |
|  | |
| Country of Incorporation: | |
| Principal Place of Business: | |
|  | |
| Telephone Number Fax Number: | |
| Contact Name: Position: | |
|  | |
| 3. **Managers** | |
| Name: | |
| Registered Office: | |
|  | |
| Country of Incorporation: | |
|  | |
| Telephone Number: Fax Number: | |
| Contact Name: Position: | |
|  | |
| 4. **Date of Commencement of Agreement** (Clause 2.1) | |
|  | |
| 5. **Notices to Owners**: at the address and fax numbers stated in Box 2 | |
|  | |
| 6. **Notices to Managers**: at the address and fax numbers stated in Box 3 with a copy to:  Marine Legal Services Limited, Gate House, 1 Farringdon Street, London EC4M 7NS  tel: (44) (0) 20 7329 2422 fax: (44) (0) 20 7236 2894 | |

It is mutually agreed between the party mentioned in Box 2 of Part I (hereinafter called "the Owners") and the party mentioned in Box 3 of Part I (hereinafter called "the Managers") that this Agreement consisting of PARTS I to VI inclusive shall be performed subject to the conditions contained herein.

Signature(s) (Owners) Signature(s) (Managers)

Title: Title:

Title: Title:

Date: Date:

#### **CREWING AGREEMENT - PART II**

**1.** **Definitions and Interpretation**

1.1 In this Agreement, in addition to terms defined in Part I, save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.

“**Crew**” means the Master, officers and ratings for the Vessel of the numbers, rank and nationality specified in Part VI hereof.

“**Crew Risks**” means death, sickness, repatriation, injury, shipwreck, unemployment indemnity, loss of personal effects of the Crew and any other risks necessary to comply with the terms and conditions of employment of the Crew.

“**Crewing Services**” means crewing services provided in accordance with Clause 3.

“**Crew Software**” means the crew module of the Managers’ integrated proprietary software.

“**Fee Schedule**” means the Schedule comprising Part III or any revised Fee Schedule executed after the date hereof to record adjustments to the fees payable from time to time under this Agreement.”

“**Fleet**" shall mean any vessel owned now or hereafter by the Owners or any parent subsidiary or associated company of the Owners and the vessels (if any) details of which are set out in Part V hereto or any revised Part V executed after the date hereof to record changes in the constitution of the Fleet.

“**ISM Code**” means the International Management Code for the Safe Operation of Ships and for Pollution Prevention adopted by Resolution A.714 (18) of the International Maritime Organisation on 4 November 1993 and incorporated on 19 May 1994 into the SOLAS Convention 1974 as Chapter IX or any subsequent amendment thereto.

“**Owners’ Insurances**” means insurances at the Owners' expense for the Vessel (for not less than her sound market value or entered for full gross tonnage as the case may be) in respect of;

(i) usual hull and machinery risks (including crew negligence) and excess liabilities;

(ii) protection and indemnity risks (including pollution risks, diversion expenses and cover in respect of Crew Risks); and

(iii) war risks (including protection and indemnity risks and cover in respect of Crew Risks) in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with first class insurance companies underwriters or associations

in accordance with the best practice of prudent owners of vessels of a similar type to the Vessel, with first class insurance companies, underwriters or associations.

“**Severance Costs**” means the costs which are required in law to be paid to the Crew as a result of the early termination of contracts for service on board the Vessel.

“**STCW**” means the International Maritime Organisation Convention on Standards of Training, Certification and Watchkeeping for Seafarers 1978 (and as subsequently amended).

“**Vessel**” shall mean the vessel details of which are set out in Box 1 of Part I.

1.2 Clause Headings are inserted for convenience and shall be ignored in construing this Agreement; words denoting the singular number shall include the plural number and vice versa; references to Parts are to Parts of this Agreement; references to Clauses are to Clauses of Part II except where otherwise expressly stated; and references to any enactment include any re-enactments, amendments and extensions thereof.

**2.** **Appointment of Managers**

2.1 With effect from the date stated in Box 4 of Part I and continuing unless and until terminated as provided herein, the Owners hereby appoint the Managers and the Managers hereby agree to provide Crewing Services for the Vessel.

2.2 Subject to the terms and conditions of this Agreement, the Managers shall carry out Crewing Services in respect of the Vessel as agents for and on behalf of the Owners and shall have authority to take such steps as the Managers may from time to time in their absolute discretion consider to be necessary to enable them to perform this Agreement in accordance with sound crew management practice.

**3.** **Crewing Services**

3.1 Subject to the terms and conditions herein provided, during the period of this Agreement the Managers shall provide, as agents for and on behalf of the Owners, Crewing Services in accordance with the following provisions of this Clause.

Crew

3.2 The Managers shall provide suitably qualified crew for the Vessel as required by the Owners in accordance with current STCW requirements, provision of which includes but is not limited to the following functions:-

(i) selecting and engaging the Crew; where the Owners make a complaint about any member of the Crew the Managers will promptly investigate the same and if it proves to be justified, replace the Crew member concerned as soon as practicable;

(ii) ensuring that the applicable requirements of the law of the flag of the Vessel are satisfied in respect of manning levels, rank, qualification and certification of the Crew, and employment regulations including Crew's tax, social insurance, discipline and other requirements;

(iii) ensuring that all members of the Crew have passed a medical examination with a qualified doctor certifying that they are fit for the duties for which they are engaged and are in possession of valid medical certificates issued in accordance with appropriate flag state requirements. In the absence of applicable flag state requirements the medical certificate shall be dated not more than three months prior to the respective Crew members leaving their country of domicile and maintained for the duration of their service on board the Vessel.

(iv) arranging transportation of the Crew, including repatriation;

(v) supervising the efficiency of the Crew and using the Manager’s standard crew appraisal system (written or electronic) and administration of all other Crew matters such as planning for the manning of the Vessel;

(vi) making payroll arrangements, including settling manning and agency expenses for the manning agents in the Crew's country of origin and, if applicable, payment of Severance Costs;

(vii) conducting union negotiations and making agreed payments to unions;

(viii) operating the Managers’ Drug and Alcohol Policy;

(ix) arranging Crew training in accordance with the Managers' policies but always in compliance with STCW, records of such training being maintained in the Manager’s standard format.

Crew Claims

3.3 The Managers will prepare and process all Crew insurance claims.

\*The final claim will be passed to the Owners for presentation to Owners' P & I Club.

\*The final claim will be presented by the Managers direct to Owners' P & I Club.

(\* delete as appropriate)

Accounting and Budgeting

3.4 The Managers will maintain the records of all costs and expenditure incurred hereunder as well as data necessary or proper for the settlement of accounts between the parties.

3.5 The Managers shall present to the Owners annually a budget for the following twelve months in such form as may be mutually agreed. The budget for the period to 31 December following the date stated in Box 4 of Part I is set out in Part V. Subsequent annual budgets shall be prepared by the Managers and submitted to the Owners in November each year in respect of the following financial year.

3.6 The Ownersshall indicate to the Managers their acceptance and approval of the annual budget within 14 days of presentation and in the absence of such acceptance the Managers shall be entitled to assume that the Owners have accepted the said budget.

3.7 The Managers shall produce a monthly comparison between budgeted and actual expenditure in respect of Crewing Services in the Managers’ standard form. In addition the Managers shall provide a narrative report on such comparisons on a quarterly basis.

**4 Crew Software**

4.1The Managers grant to the Owners a personal non-exclusive, non-transferable licence to use a single copy of the Crew Software on board the Vessel and any improvements or enhancements thereto from time to time provided to the Owners by the Managers on and subject to the following terms. The Owners agree that they have no right to print, copy (except for back-up purposes only) or otherwise reproduce, in whole or in part, the Crew Software or to sell, sub-licence, distribute, rent, lease, lend, reverse engineer or otherwise dispose of or transfer the Crew Software without the prior written consent of the Managers. The Owners undertake not to use the Crew Software other than in relation to the Crew. On termination of this Agreement the Owners shall cease to have the right to use the Crew Software and shall deliver to the Managers the Crew Software and any other material, documentation or copies relating thereto in the possession of or under the control of the Owners and the Owners shall erase or otherwise destroy any programme or other information relating to the Crew Software contained in any memory device in the possession of or under the control of the Owners.

**5.** **Managers' Obligations**

5.1 The Managers undertake to use all reasonable endeavours to provide Crewing Services in accordance with Clause 3 as agents for and on behalf of the Owners in accordance with sound crew management practice and to protect and promote the interests of the Owners in all matters relating to the provision of Crewing Services.

PROVIDED HOWEVER that the Managers in the performance of Crewing Services shall be entitled to have regard to their overall responsibility in relation to all vessels which may from time to time be entrusted to their management and in particular, but without prejudice to the generality of the foregoing, the Managers shall be entitled to allocate available supplies, manpower and services in such manner as in the prevailing circumstances the Managers in their absolute discretion consider to be fair and reasonable.

**6. Owners' Obligations**

6.1 The Owners shall pay all sums due to the Managers punctually in accordance with the terms of this Agreement in full without any deduction whatsoever and shall not pay any such sums to any third party. Time shall be of the essence in respect of the payment of all such sums.

6.2 The Owners shall procure that all requirements of the law of the Vessel’s flag state are satisfied and that the Owners, or such third party as may be appointed by them and identified to the Managers, shall be deemed to be "the Company" as defined by the ISM Code, assuming the responsibility for the operation of the Vessel and taking over the duties and responsibilities imposed by the ISM Code.

6.3 The Owners shall procure that throughout the period of this Agreement Owners’ Insurances will be maintained in full force and effect.

6.4 The Owners shall procure that Owners’ Insurances name the Managers and any additional party designated by the Managers as a joint assured for protection and indemnity risks (including pollution risks) and a named assured on all other policies, with the benefit of full cover and full waiver of subrogation. The Owners shall obtain cover (if reasonably obtainable) on terms whereby the Managers and any such third party are not liable in respect of premiums or calls arising in connection with the Owners' Insurances.

6.5 The Owners shall provide written evidence of compliance with their obligations under Clause 6.3. and 6.4 as soon as practicable after the commencement of this Agreement and each renewal date.

6.6 The Owners shall be solely responsible for all deductibles applying to the Owners’ Insurances.

6.7 The Owners undertake to pay all premiums or calls arising in connection with Owners’ Insurances and agree that the Managers shall not be responsible therefore. On termination of this Agreement (howsoever occasioned) or where the Owners make a change in the P & I Club in which the Vessel is entered, the Owners shall, unless the Managers otherwise agree, pay such release call as is required by the P & I Club in which the Vessel was entered.

6.8 The Owners shall on request provide the Managers with full details, in writing, of the ultimate beneficial owners of their share capital.

6.9 The Owners shall be responsible for monitoring overtime of the Crew.

6.10 The Owners shall adopt the Managers’ disciplinary procedure for the Crew.

* 1. The Owners agree to maintain on board the Vessel computer hardware capable of running the Crew Software and further agree to the use of the Crew Software on board the Vessel for the duration of this Agreement in accordance with the Manager’s normal practice.
  2. In the event that the Owners require the Managers to train a shipboard security officer for the purposes of compliance with the International Ships and Port Facility Security Code (the “ISPS Code”) mandatory from 1 July 2004, the Owners shall advise the Managers of the rank(s) to be trained and confirm the flag state of the Vessel. All other obligations under the ISPS Code shall remain the obligations of the Owners. The costs of training shall be the responsibility of the Owners.

6.13 The Owners agree to implement in full the terms and conditions of employment under which the Crew are engaged by the Managers as agent for the Owners. The Owners shall be the employer of the Crew and under no circumstances shall the Managers be deemed to be the employer of the Crew. If the Vessel is covered by an ITF approved agreement the Owners authorize the Managers to sign the ITF Special Agreement on their behalf and agree to provide all information necessary for this purpose.

* 1. Data Protection

6.14.1 In respect of any Personal Data supplied to the Owners, the Owners warrant:

(i) that they are legally entitled to process the Personal Data and will do so only on behalf of the Managers and in compliance with their instructions and will take all appropriate technical and organisational security measures to protect the Personal Data against destruction, loss, alteration, unauthorized disclosure or access and against all other unlawful forms of processing;

(ii) to notify the Managers promptly of (a) any legally binding request for disclosure of the Personal Data by a law enforcement authority unless otherwise prohibited; (b) any accidental or unauthorized access in respect of the Personal Data; (c) any request from a Data Subject for access to his Personal Data, without responding to that request, unless it has been otherwise authorized to do so; and (d) any reason why they are unable to comply with clause 6.14.1(i), in which case the Managers are entitled to suspend the transfer of data;

(iii) to destroy promptly all Personal Data transferred and certify to the Managers that they have done so (a) if the Data Subject is not offered or does not accept employment on the Vessel and (b) on termination of this Agreement.

6.14.2 “Personal Data” means any information or data relating to an indentified or indentifiable living individual (“Data Subject”) who can be identified from that information or data or from that information or data and other information or data which is in the possession of or likely to come into the possession of the Managers.

“Processing” of Personal Data means obtaining, recording or holding Personal Data or carrying out any operation or set of operations on the Personal Data, including its organization, adaptation or alteration; its retrieval, consultation or use; its disclosure by transmission, dissemination or by being otherwise made available; or its alignment, combination, blocking, erasure or destruction.

**7. Fees**

7.1 The Owners shall pay to the Managers fees in the amount stated in Box A of the Fee Schedule in respect of Crewing Services which shall be payable by equal monthly instalments in advance, the first instalment being payable one month before the date stated in Box 4 of Part I and subsequent instalments being payable monthly in advance. The monthly fees will be increased automatically by \* for each member of the Crew requested by the Owners in addition to the complement set out in Part VI as at the date of commencement of this Agreement. In addition the Owners will pay manning fees of the amount stated in Box B of the Fee Schedule. Such manning fees will be renegotiated annually at the time of presentation of the budget.

7.2 The Managers shall, at no extra cost to the Owners, provide their own office accommodation, office staff and office stationery. Without limiting the generality of Clause 7.1 the Owners shall reimburse the Managers for postage and communication expenses, vessel documentation, travelling expenses and other out of pocket expenses properly incurred by the Managers in pursuance of the Crewing Services.

7.3 In the event of the termination of this Agreement the fees payable to the Managers according to the provisions of Clause 7.1 shall be paid for a further period of three calendar months from the date of termination. The only occasion on which the foregoing provision will not apply is where the Agreement is properly terminated by the Owners as a result of the Managers' default. The Owners shall also pay Severance Costs and repatriation costs and expenses on demand.

7.4 Fees payable to the Managers will be adjusted annually by reference to the \* price index.

7.5 All fees are exclusive of Value Added Taxes or other applicable taxes.

7.6 Save as otherwise provided in this Agreement, all discounts and commissions obtained by the Managers in the course of the provision of Crewing Services shall be credited to the Owners.

**8**. **Managers' Right to Sub-Contract**

8.1 The Managers shall be entitled to procure performance of the Managers' obligations hereunder by their parent, subsidiary or associated companies or (with the consent of the Owners, such consent not to be unreasonably withheld) third parties (hereinafter collectively called the "Sub-Managers") in accordance with the following provisions of this Clause 8:-

(i) any such performance of all or any of the Managers' obligations by the Sub-Managers shall be and constitute full and sufficient performance by the Managers of their obligations hereunder;

(ii) the Owners hereby agree with the Managers that insofar as the Sub-Managers perform the obligations of the Managers the Sub-Managers shall be entitled to the benefits of the provisions of Clause 10;

(iii) any performance of the Managers' obligations by the Sub-Managers shall be without prejudice to the rights of the Owners hereunder for any failure by the Managers in performance of the Managers' duties and obligations hereunder and notwithstanding performance by the Sub-Managers the Managers shall remain solely responsible to the Owners for performance of their obligations hereunder.

8.2 The provisions of Clause 8.1 shall remain in force notwithstanding termination of this Agreement.

**9.** **Payments and Management of Funds**

9.1 All moneys collected by the Managers under the terms of this Agreement (other than moneys payable by the Owners to the Managers) and any interest thereon shall be held to the credit of the Owners in a separate bank account, which shall be operated by the Managers in trust for the Owners.

9.2 All expenses incurred by the Managers under the terms of this Agreement on behalf of the Owners (including expenses as provided in Clause 7.2) may be debited against the Owners in the account referred to under Clause 9.1 but shall in any event remain payable by the Owners to the Managers on demand.

9.3 Where sums are due to the Managers in connection with the Fleet the Managers shall be entitled to settle such sums from the moneys collected pursuant to Clause 9.1.

9.4 Notwithstanding anything contained herein, the Managers shall in no circumstances be required to use or commit their own funds to finance the provision of Crewing Services.

9.5 Where the Owners delay settling fees due to the Managers the Owners shall pay interest thereon from the due date until the date of payment at 3% per cent over 1 month LIBOR.

9.6 On commencement of this Agreement and, as may be necessary, annually thereafter, the Owners shall pay to the Managers a sum calculated as one twelfth of the annual budget which will be available to the Managers as a reserve fund and which is to be paid regardless of the cash position with the Managers or the Vessel bank balance existing with the Managers at the time such reserve funds fall due for payment. Any balance remaining on closing of the annual accounts shall be reimbursed to the Owners.

9.7 Following the agreement of the budget, the Managers shall prepare and present to the Owners their estimate of the working capital requirement in respect of Crewing Services for the Vessel and the Managers shall each month up date this estimate. Based thereon, the Managers shall each month request from the Owners the funds required to provide Crewing Services for the Vessel for the ensuing month. Such request will be for the total of the estimated monthly budgeted expenditure together with in addition any occasional or extraordinary item of expenditure. Such funds shall be received by the Managers within five days (Saturdays, Sundays and Bank Holidays excluded) after the receipt of such request.

9.8 In addition to the funds referred to above the Owners shall pay and/or reimburse the Managers in respect of all expenses incurred prior to the date of commencement including, but not limited to, riding crew wages, initial crew movements, communication and liaison expenses and ITF welfare contributions.

**10.** **Responsibilities**

10.1 Force Majeure

Neither the Owners nor the Managers shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever of any nature or kind beyond their reasonable control.

10.2 Liability to Owners

Without prejudice to Clause 10.1, the Managers shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect, (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of Crewing Services

UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Managers or their employees or agents, or sub-contractors employed by them in connection with the Vessel, other than the Crew, in which case (save where loss, damage, delay or expense has resulted from the Managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of six times the annual fee payable hereunder for Crewing Services.

10.3 Acts or omissions of the Crew

Under no circumstances shall the Managers be liable for any of the actions or omissions of the Crew, even if such actions are negligent, grossly negligent or wilful, unless they are shown to have resulted solely from a failure by the Managers to discharge their obligations under Clause 3.2 in which case their liability shall be limited in accordance with this Clause 10.

10.4 Indemnity - general

Except to the extent and solely for the amount therein set out that the Managers would be liable under Clause 10.2, the Owners hereby undertake to keep the Managers and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising out of or in connection with the performance of this Agreement, and against and in respect of all costs, loss, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.

10.5 Himalaya

It is hereby expressly agreed that no employee or agent of the Managers (including every sub-contractor from time to time employed by the Managers and the employees of such sub-contractors) shall in any circumstances whatsoever be under any liability whatsoever to the Owners for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions of this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability defence and immunity of whatsoever nature applicable to the Managers or to which the Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Managers acting as aforesaid.

10.6 The provisions of Clause 10 shall remain in force notwithstanding termination of this Agreement.

**11. Auditing**

11.1 The Managers shall at all times maintain and keep true and correct accounts and shall make the same available for inspection and auditing by the Owners at such times as may be mutually agreed.

**12.** **Duration of the Agreement**

12.1 Termination by Notice

This Agreement shall come into effect on the date stated in Box 4 of Part I and shall continue thereafter until terminated by either party giving to the other notice in writing, in which event the Agreement shall terminate on the expiry of a period of three months from the date upon which such notice was given.

12.2 Termination by default

The Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing if any moneys payable by the Owners or the owners of any vessel in the Fleet, shall not have been received in the Managers' nominated account within five days (excluding Saturdays, Sundays and Bank Holidays) of payment having been requested in writing by the Managers or if the requirements of clauses 6.3 and 6.4 are not complied with.

* 1. The Managers shall also be entitled to terminate the Agreement with immediate effect by notice in writing if after receipt of written notice of objection thereto from the Managers the Owners or the owners of any vessel in the Fleet proceed with employment of or continue to employ their vessel in a trade or in a manner which is, in the opinion of the Managers, likely to be detrimental to their reputation as Managers or (otherwise than by virtue of ordinary business competition) be prejudicial to the commercial interest of the Managers.

12.4 If the Managers fail materially to meet their obligations under this Agreement for reasons within the control of the Managers, the Owners may give written notice to the Managers specifying the default and requiring them to remedy it as soon as practically possible. In the event that the Managers fail to remedy such default, if remediable, within a reasonable time to the reasonable satisfaction of the Owners, the Owners shall be entitled to terminate this Agreement with immediate effect by notice in writing.

12.5 This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver or similar officer is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.

Extraordinary Termination

12.6 This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or if the Vessel is bareboat chartered by the Owner to a third party or if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned. Notwithstanding such deemed termination, fees shall be paid in accordance with the provisions of Clause 7.3.

12.7 For the purpose of sub-clause 12.6 hereof:

(i) the date upon which the Vessel is to be treated as having been sold or otherwise disposed of shall be the date on which the Owners cease to be registered as Owners of the Vessel;

(ii) the Vessel shall not be deemed to be lost until either she has become an actual total loss or agreement has been reached with her Underwriters in respect of her constructive, compromised or arranged total loss or if such agreement with her Underwriters is not reached it is adjudged by a competent tribunal that a constructive loss of the Vessel has occurred or a Notice of Abandonment has been given by the Owners to Underwriters.

12.8 The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.

12.9 All outstanding fees and other sums due to the Managers will be paid in full on or prior to termination, for whatever reason, of this Agreement. Save where the Agreement is properly terminated by the Owners in accordance with clause 12.4, the Managers shall be entitled to be paid fees shall be paid in accordance with the provisions of Clause 7.3.

**13.** **Confidentiality**

13.1 Save for the purpose of enforcing or carrying out as may be necessary the rights or obligations of the Managers hereunder, the Managers agree to maintain and to use all reasonable endeavours to procure that their officers and employees maintain confidentiality and secrecy in respect of all information relating to the Owners' business received by the Managers directly or indirectly pursuant to this Agreement.

* 1. As between the Owners and the Managers, the Owners hereby agree and acknowledge that all title and property in and to the management manuals of the Managers and other written material of the Managers concerning management functions and activities is vested in the Managers and the Owners agree not to disclose the same to any third party and, on the termination of this Agreement, to return all such manuals and other material to the Managers. For the purposes of this Clause reference to "the Managers" includes the parent, subsidiary and associated companies of the Managers and any third parties providing Crewing Services.

**14.** **Third Party Rights**

14.1 Any person (other than the parties to this Agreement) who is given any rights or benefits under Clauses 8 or 10 (a “Third Party”) shall be entitled to enforce those rights or benefits against the parties in accordance with the Contracts (Rights of Third Parties) Act 1999.

14.2 Save as provided in Clause 14.1 above the operation of the Contracts (Rights of Third Parties) Act 1999 is hereby excluded.

14.3 The parties may amend vary or terminate this Agreement in such a way as may affect any rights or benefits of any Third Party which are directly enforceable against the parties under the Contracts (Rights of Third Parties) Act 1999 without the consent of any such Third Party.

14.4 Any Third Party entitled pursuant to the Contracts (Rights of Third Parties) Act 1999 to enforce any rights or benefits conferred on it by this Agreement may not veto any amendment, variation or termination of this Agreement which is proposed by the parties and which may affect the rights or benefits of any such Third Party.

**15.** **Law and Arbitration**

15.1 This Agreement shall be governed by English law and any dispute arising out of or in connection with this Agreement shall be referred to arbitration in London in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment thereof for the time being in force.

15.2 The arbitration shall be conducted in accordance with the London Maritime Arbitrators' (LMAA) Terms current at the time when the arbitration is commenced.

15.3 Save as after mentioned, the reference shall be to three arbitrators, one to be appointed by each party and the third by the two so appointed. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment to the other party requiring the other party to appoint its arbitrator within 14 days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and give notice that it has done so within the 14 days specified. If the other party does not appoint its own arbitrator and give notice that it has done so within the 14 days specified, the party referring the dispute to arbitration may, without the requirement of any further prior notice to the other party, appoint its arbitrator as sole arbitrator and shall advise the other party accordingly. The award of a sole arbitrator shall be as binding as if he had been appointed by agreement.

15.4 In cases where neither the claim nor any counterclaim exceeds the sum of US$ 50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure current at the time when the arbitration proceedings are commenced.

**16.** **Time Limit for Claims**

Any and all liabilities of either party to the other arising under this Agreement or otherwise in relation to the Vessel (except in the case of fraud) shall cease on the relevant date unless prior to the relevant date written particulars of any claim (giving details of the alleged breach in respect of which such claim is made and a preliminary statement of the amount claimed) have been intimated in writing by the claimant by the relevant date, and any such claim shall be deemed (if it has not previously been satisfied, settled or withdrawn) to have been withdrawn unless arbitration proceedings have been commenced under Clause 15 prior to the expiry of six months after the relevant date. For the purposes of this Clause 16, the "relevant date" is one year after the date of termination, for whatever reason, of this Agreement.

**17.** **Notices**

17.1 Any communications may be sent by fax, registered or recorded mail or by personal service.

17.2 The addresses of the parties for service of such communications shall be as stated in Boxes 5 and 6 respectively of Part I.

# **18. Use of Associated Companies**

18.1 The Managers hereby disclose to the Owners that they may, in the course of performing Crewing Services, utilise the services of companies associated with the Managers in connection with the following matters:

(i) arranging travel to and from the Vessel for the Managers’ personnel and the Crew;

(ii) placing any insurance cover;

(iii) dealing with insurance claims relating to the Crew; and

(iv) providing legal advice in connection with matters arising from the performance of Crewing Services.

Where companies associated with the Managers provide services in connection with the foregoing matters, such companies will be entitled to usual remuneration for the provision of their services (whether in the form of commission or fees) and there will be no obligation on the Managers to account to the Owners for such remuneration. The Managers will ensure that all such remuneration is competitive

18.2 The Owners hereby consent to the arrangements set out in Clause 18.1.

**19. Entire Agreement**

19.1 This Agreement constitutes the entire agreement and understanding between the parties with respect to the subject matter of this Agreement; and (in relation to such subject matter) supersedes all prior discussions, understandings and agreements between the parties and all prior representations and expressions of opinion by the parties.

* 1. Each of the parties acknowledges that it is not relying on any statements, warranties, representations or understandings (whether negligently or innocently made) given or made by or on behalf of the other in relation to the subject matter hereof and that it shall have no rights or remedies with respect to such subject matter otherwise than under this Agreement. The only remedy available shall be for breach of contract under the terms of this Agreement. Nothing in this clause shall, however, operate to limit or exclude any liability or fraud.

##### CREWING AGREEMENT - PART III

##### FEE SCHEDULE

|  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- |
| A. Crewing Services      Fee - US$ monthly in advance | | | | | | |
| First payment date: |  |  |  |  |  |  |
| Day Month Year | | | | | | |
| B. Manning agents Fee – US$ monthly in advance  Fee payable to manning agents includes: \* | | | | | | |

###### CREWING AGREEMENT - PART IV

###### FLEET DETAILS

###### CREWING AGREEMENT - PART V

###### INITIAL BUDGET

#### **Crew**

Crew Wages

Crew Travel

Crew Training/Medical

Manning Costs

Victualling

#### **Administration / Overheads**

Management Fees

Management Expenses

Other Costs

*CREWING AGREEMENT - PART VI*

*CREW DETAILS*