



1. Date of Agreement	THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) STANDARD CREW MANAGEMENT AGREEMENT (COST PLUS FEE) CODE NAME:"CREWMAN A - COST PLUS FEE"	
2. Owners (state name, place of registered office and law of registry) (Cl. 1) _____ Name _____ Place of registered office _____ Law of registry	PART I 3. Crew Managers (state name, place of registered office and law of registry) (Cl. 1) _____ Name _____ Place of registered office _____ Law of registry	
4. Day and year of commencement of Agreement (Cl. 2, 7.2(i), 8.1 and 17)	5. Day and year of termination of Agreement (Cl. 17)	
6. Accounting Services (state "yes" or "no" as agreed) (Cl. 3.2)	7. Flag of the Vessel (Cl. 3.1(i) and 6.5)	
8. Insurance arrangements (state alternative (a), (b) or (c) of Cl. 6.8(iii))		
9. Crew management fee (state monthly fee) (Cl. 7.1)	10. Lay up or extensive repairs (Cl. 7.4) _____ Number of months lay up or extensive repairs in excess of which revision of fee and re-manning to be agreed	
11. Termination (state number of months fee/Crew Support Costs payable)(Cl. 18)	12. Law and Arbitration (state 19.1, 19.2 or 19.3 of Cl. 19, as agreed; if 19.3 agreed place of arbitration must be stated)(Cl. 19)	
13. Notices (state postal and cable address, telex and fax number for service o notice and communication to the Owners) (Cl. 20)	14. Notices (state postal and cable address, telex and fax number for service of notice and communication to the Crew Managers) (Cl. 20)	

It is mutually agreed between the party mentioned in Box 2 (hereinafter called "the Owners") and the party mentioned in Box 3 (hereinafter called "the Crew Managers") that this Agreement consisting of PART I and PART II as well as ANNEX "A", ANNEX "B" and ANNEX "C" attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I shall prevail over those of PART II and ANNEX "A", ANNEX "B" and ANNEX "C" to the extent of such conflict but no further.

Signature(s) (Owners)	Signature(s) (Crew Managers)
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PART II
"CREWMAN A - COST PLUS FEE" Standard Crew Management Agreement

1. Definitions	1	(iii) ensuring that all members of the Crew have passed a	71
In this Agreement, save where the context otherwise requires,	2	medical examination with a qualified doctor certifying that they	72
the following words and expressions shall have the meanings	3	are fit for the duties for which they are engaged and are in	73
hereby assigned to them.	4	possession of valid medical certificates issued in accordance	74
"Owners" means the party identified in Box 2.	5	with appropriate flag State requirements. In the absence of	75
"Crew Managers" means the party identified in Box 3.	6	applicable flag State requirements the medical certificate shall	76
"Vessel" means the vessel or vessels, details of which are set	7	be dated not more than three months prior to the respective	77
out in Annex "A" attached hereto.	8	Crew members leaving their country of domicile and maintained	78
"Crew" means the Master, officers and ratings of the numbers,	9	for the duration of their service on board the Vessel;	79
rank and nationality specified in Annex "B" attached hereto.	10	(iv) ensuring that the Crew shall have a command of the English	80
"Connected Person" means any person connected with the	11	language of a sufficient standard to enable them to perform their	81
provision and the performance of the Crew Management	12	duties safely;	82
Services.	13	(v) instructing the Crew to obey all reasonable orders of the	83
"Crew Management Services" means the services agreed to	14	Owners and/or the Company, including, but not limited to orders	84
be carried out by the Crew Managers in accordance with sub-	15	in connection with safety and navigation, avoidance of pollution	85
clause 3.1 and, where indicated affirmatively in Box 6, sub-clause	16	and protection of the environment;	86
3.2.	17	(vi) ensuring that no Connected Person shall proceed to sea	87
"Severance Costs" means the costs which the Crew Managers	18	on board the Vessel without the prior consent of the Owners	88
are legally obliged to pay to the Crew as a result of the early	19	(such consent not to be unreasonably withheld);	89
termination of a fixed term employment contract for service on	20	(vii) arranging transportation of the Crew, including repatriation;	90
the Vessel.	21	(viii) training the Crew and supervising their efficiency;	91
"Crew Support Costs" means all expenses of a general nature	22	(ix) conducting union negotiations; and	92
which are not particularly referable to any individual vessel for	23	(x) operating the Owners' drug and alcohol policy, unless	93
the time being managed by the Crew Managers and which are	24	otherwise agreed.	94
incurred by the Crew Managers for the purpose of providing an	25		
efficient and economic Crew Management Service and, without	26	3.2 Accounting Services	95
prejudice to the generality of the foregoing, shall include the	27	<i>(Only applicable if agreed according to Box 6)</i>	96
cost of crew standby pay, training schemes for officers and	28	The Crew Managers shall:	97
ratings, cadet training schemes, sick pay, study pay, recruitment	29	(i) establish an accounting system which meets the	98
and interviews.	30	requirements of the Owners and provide regular accounting	99
"ISM Code" means the International Management Code for the	31	services, supply regular reports and records; and	100
Safe Operation of Ships and for Pollution Prevention as adopted	32	(ii) maintain the records of all costs and expenditure incurred	101
by the International Maritime Organization (IMO) by resolution	33	as well as data necessary or proper for the settlement of accounts	102
A.741(18) or any subsequent amendment thereto.	34	between the parties.	103
"Company" means the Owner of the Vessel or any other	35		
organisation or person who has assumed the responsibility for	36	4. Crew Insurance Arrangements	104
the operation of the Vessel from the Owner and who, on assuming	37	Subject to the terms and conditions herein provided, the Owners	105
such responsibility, has agreed to take over all duties and	38	shall, unless otherwise agreed:	106
responsibilities imposed by the ISM Code.	39	4.1 insure the Crew and any Connected Persons proceeding	107
"STCW 95" means the International Convention on Standards	40	to sea on board for crew risks, which shall include but not be	108
of Training, Certification and Watchkeeping for Seafarers, 1978,	41	limited to death, sickness, repatriation, injury, shipwreck	109
as amended in 1995 or any subsequent amendment thereto.	42	unemployment indemnity and loss of personal effects, with a	110
		first class insurance company, underwriter or protection and	111
		indemnity association ('the Crew Insurances');	112
2. Appointment of Crew Managers	43	4.2 ensure that all premiums or calls in respect of the Crew	113
With effect from the day and year stated in Box 4 and continuing	44	Insurances are paid promptly by their due date;	114
unless and until terminated as provided herein, the Owners	45	4.3 ensure that Crew Insurances shall name the Crew	115
hereby appoint the Crew Managers and the Crew Managers	46	Managers as co-assured (unless advised by the Crew Managers	116
hereby agree to act as the crew managers of the Vessel.	47	to the contrary); and	117
		4.4 provide evidence that they have complied with their	118
3. Basis of Agreement	48	obligations under sub-clauses 4.1, 4.2 and 4.3 within a	119
Subject to the terms and conditions herein provided, during the	49	reasonable time following the commencement of this Agreement	120
period of this Agreement, the Crew Managers shall carry out	50	and after each renewal date or payment date of the Crew	121
Crew Management Services in respect of the Vessel as agents	51	Insurances, to the reasonable satisfaction of the Crew Managers.	122
for and on behalf of the Owners. The Crew Managers shall have	52		
authority to take such actions as they may from time to time in	53		
their absolute discretion consider to be necessary to enable them	54	5. Crew Managers' Obligations	123
to perform this Agreement in accordance with sound crew	55	The Crew Managers undertake to use their best endeavours to	124
management practice.	56	provide the agreed Crew Management Services specified in this	125
		Agreement to the Owners in accordance with sound crew	126
3.1 Crew Management	57	management practice, and to protect and promote the interests	127
The Crew Managers shall provide suitably qualified Crew for the	58	of the Owners in all matters relating to the provision of services	128
Vessel as required by the Owners in accordance with the STCW	59	hereunder.	129
95 requirements, provision of which includes but is not limited to	60	Provided, however, that the Crew Managers in the performance	130
the following functions:	61	of their management responsibilities under this Agreement shall	131
(i) selecting and engaging the Vessel's Crew, including payroll	62	be entitled to have regard to their overall responsibility in relation	132
arrangements, pension administration, Crew's tax, social security	63	to all vessels as may from time to time be entrusted to their	133
contributions and other dues payable in the seafarer's country	64	management and in particular, but without prejudice to the	134
of domicile;	65	generality of the foregoing, the Crew Managers shall be entitled	135
(ii) ensuring that the applicable requirements of the law of the	66	to allocate available manpower in such manner as in the	136
flag of the Vessel stated in Box 7 are satisfied in respect of	67	prevailing circumstances the Crew Managers in their absolute	137
manning levels, rank, qualification and certification of the Crew	68	discretion consider to be fair and reasonable.	138
and employment regulations including disciplinary and other	69		
requirements;	70	6. Owners' Obligations	139

PART II
"CREWMAN A - COST PLUS FEE" Standard Crew Management Agreement

The Owners shall:	140	first monthly fee being payable on the commencement of this Agreement.	212
6.1 pay all sums due to the Crew Managers punctually in accordance with the terms of this Agreement;	141		213
6.2 procure that the requirements of the law of the Vessel's flag State are satisfied and that they, or such other entity as may be appointed by them, are identified to the Crew Managers as the Company;	142	7.2 (i) The fee shall be renegotiated annually. Not less than three (3) months before the anniversary date of the commencement of this Agreement specified in Box 4, the Crew Managers shall submit to the Owners a proposed fee figure to be applicable for the forthcoming year.	214
6.3 inform the Crew Managers prior to ordering the Vessel to any area excluded by war risks underwriters by virtue of the current London market war risks trading warranties and pay whatever additional costs may properly be incurred by the Crew Managers as a consequence of such orders including, if necessary, the costs of replacing the Crew. Any delays resulting from the negotiation with or replacement of the Crew as a result of the Vessel being ordered to a war zone shall be for the Owners' account;	143		215
6.4 agree with the Crew Managers prior to any change of flag of the Vessel and pay whatever additional costs may properly be incurred by the Crew Managers as a consequence of such change;	144	(ii) The Owners shall indicate to the Crew Managers their acceptance or rejection of the proposed revised fee within one month of presentation, failing which the Crew Managers shall be entitled to assume that the Owners have accepted the said fee.	216
6.5 provide, at no cost to the Crew Managers, in accordance with the requirements of the law of the flag of the Vessel stated in Box 7, or higher standard, as mutually agreed, adequate Crew accommodation and living standards;	145		217
6.6 unless otherwise agreed, arrange for the supply of provisions, at their own expense;	146	7.3 The Crew Managers shall, at no extra costs to the Owners, provide their own office accommodation, office staff, facilities and stationery. The Owners shall reimburse the Crew Managers for postage and communication expenses, travelling expenses, and other out of pocket expenses properly incurred by the Crew Managers in the pursuance of the Crew Management Services.	218
6.7 where the Crew Managers provide provisions, reimburse the Crew Managers for any food consumed on board other than by the Crew or any Connected Person and compensate the Crew Managers or provide replacement for any losses of foodstuffs caused exclusively by the breakdown of the refrigeration plant and machinery; and	147		219
6.8 procure that throughout the period of this Agreement:	148	7.4 In the event of lay up or extensive repairs to the Vessel that last for more than the number of months stated in Box 10, the parties shall mutually agree the extent of down-manning required, together with the revision of the fee and re-manning arrangements for the period exceeding the number of months stated in Box 10 until one month before the Vessel is again put into service. Consequential costs of reduction and reinstatement of the Crew shall be for the Owners' account. In the event that the parties cannot agree, the Agreement shall be terminated in accordance with Clause 17.	220
(i) at the Owners' expense, the Vessel is insured for not less than her sound market value or entered for her full gross tonnage, as the case may be, for:	149		221
(a) usual hull and machinery marine risks (including crew negligence) and excess liabilities;	150		222
(b) protection and indemnity risks, including pollution risks, diversion expenses and also including crew risks in accordance with sub-clause 4.1, unless separately insured by the Crew Managers; and	151		223
(c) war risks (including protection and indemnity and crew risks);	152		224
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 ('the Owners' Insurances');	153		225
(ii) all premiums and calls on the Owners' Insurances are paid promptly by their due date;	154		226
(iii) the Owners' Insurances name the Crew Managers and, subject to underwriters' agreement, any third party designated by the Crew Managers as a joint assured, with full cover, with the Owners obtaining cover in respect of each of the insurances specified in sub-clause 6.8(i) above:	155		227
(a) on terms whereby the Crew Managers and any such third party are liable in respect of premiums or calls arising in connection with the Owners' Insurances; or	156		228
(b) if reasonably obtainable, on terms such that neither the Crew Managers nor any such third party shall be under any liability in respect of premiums or calls arising in connection with the Owners' Insurances; or	157		229
(c) on such terms as may be agreed in writing.	158		230
Note: indicate alternative (a), (b) or (c) of sub-clause 6.8(iii) in Box 8. If Box 8 is left blank then (a) applies.	159		231
(iv) written evidence is provided, to the reasonable satisfaction of the Crew Managers, of their compliance with their obligations under this Clause within a reasonable time of the commencement of the Agreement, and of each renewal date and, if specifically requested, of each payment date of the Owners' Insurances.	160		232
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fulfil their obligations in providing suitably qualified Crew within the meaning of sub-clause 3.1, then such replacement shall be at the Crew Managers' expense.	282 283 284	and for the benefit of all persons who are or might be his servants or agents from time to time (including sub-contractors as aforesaid) and all such persons shall to this extent be or be deemed to be parties to this Agreement.	353 354 355 356
11. Crew Managers' Right to Sub-contract	285		
The Crew Managers shall not have the right to sub-contract any of their obligations hereunder without the prior written consent of the Owners, which shall not be unreasonably withheld. In the event of such a sub-contract, the Crew Managers shall remain fully liable for the due performance of their obligations under this Agreement.	286 287 288 289 290 291		
12. Responsibilities	292		
12.1 Force Majeure. Neither the Owners nor the Crew 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.	293 294 295 296		
12.2 Crew Managers' liability to Owners. Without prejudice to sub-clause 12.1 the Crew 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 the Crew Management Services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Crew Managers or any of their employees or agents, or sub-contractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expense has resulted from the Crew 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 Crew Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten (10) times the equivalent annual fee payable hereunder.	297 298 299 300 301 302 303 304 305 306 307 308 309 310 311 312 313 314		
12.3 Acts or omissions of the Crew. Notwithstanding anything that may appear to the contrary in this Agreement, the Crew Managers shall not be liable for any act or omission of the Crew, even if such acts or omissions are negligent, grossly negligent or wilful, except only to the extent that they are shown to have resulted from a failure by the Crew Managers to discharge their obligations under Clause 5, in which case their liability shall be limited in accordance with the terms of this Clause 12.	315 316 317 318 319 320 321 322		
12.4 Indemnity. Except to the extent and solely for the amount therein set out that the Crew Managers would be liable under sub-clause 12.2 the Owners hereby undertake to keep the Crew 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 which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the 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 Crew Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.	323 324 325 326 327 328 329 330 331 332 333 334 335 336		
12.5 "Himalaya". It is hereby expressly agreed that no employee or agent of the Crew Managers (including every sub-contractor from time to time employed by the Crew Managers) 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 in 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 Crew Managers or to which the Crew Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Crew Managers acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Crew Managers are or shall be deemed to be acting as agent or trustee on behalf of	337 338 339 340 341 342 343 344 345 346 347 348 349 350 351 352		
13. Documentation	357		
For the purpose of demonstrating compliance with the requirements of STCW 95 to the Flag State Administration and other third parties, the Crew Managers shall provide the Owners with full and ready access to documentation and data relevant to the Crew. Such information shall be maintained and be readily accessible and include, without being limited to, documentation and data on Crew experience, training, medical fitness and competence in assigned duties.	358 359 360 361 362 363 364 365		
14. General Administration	366		
14.1 The Crew Managers shall handle and settle all claims arising out of the Crew Management Services hereunder and keep the Owners informed regarding any incident of which the Crew Managers become aware, which gives or may give rise to claims or disputes involving third parties.	367 368 369 370 371		
14.2 The Crew Managers shall, as instructed by the Owners, bring or defend actions, suits or proceedings, in connection with matters entrusted to the Crew Managers according to this Agreement.	372 373 374 375		
14.3 The Crew Managers shall also have power to obtain legal or technical or other outside expert advice in relation to the handling and settlement of claims and disputes.	376 377 378		
14.4 The Owners shall arrange for the provision of any necessary guarantee bond or other security, in the first instance.	379 380		
14.5 Any costs incurred by the Crew Managers in carrying out their obligations according to Clause 14 shall be reimbursed by the Owners.	381 382 383		
15. Auditing	384		
The Crew 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. On the termination, for whatever reasons, of this Agreement, the Crew Managers shall release to the Owners, if so requested, the originals where possible, or otherwise certified copies, of all such accounts.	385 386 387 388 389 390 391		
16. Compliance with Laws and Regulations	392		
The Crew Managers will not do, or permit to be done, anything that might cause any breach or infringement of the laws and regulations of the Vessel's flag, or of the places where she trades.	393 394 395		
17. Duration of the Agreement	396		
This Agreement shall come into effect on the day and year stated in Box 4 and shall continue until the date stated in Box 5. Thereafter, unless notice of termination is given two (2) months prior to the date stated in Box 5, the Agreement shall continue until terminated by either party giving to the other notice in writing, in which event it shall terminate upon expiration of a period of two (2) months from the date upon which such notice was given.	397 398 399 400 401 402 403		
18. Termination	404		
18.1 Owners' Default	405		
(i) The Crew Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing if any sum payable by the Owners under this Agreement shall not have been received in the Crew Managers' nominated account within ten running days of receipt by the Owners of the Crew Managers' written request in accordance with Clause 7 or if the Vessel is repossessed by the Mortgagees.	406 407 408 409 410 411 412		
(ii) If the Owners:	413		
(a) fail to meet their obligations under Clause 6 of this Agreement for any reason within their control, or	414 415		
(b) proceed with the employment of or continue to employ the Vessel in the carriage of contraband, blockade running, or in an unlawful trade, or on a voyage which in the reasonable opinion of the Crew Managers, is unduly hazardous or	416 417 418 419		

PART II
"CREWMAN A - COST PLUS FEE" Standard Crew Management Agreement

improper,	420	sole arbitrator unless the other party appoints its own arbitrator	492
the Crew Managers may give notice in writing of the default to	421	and gives notice that it has done so within the 14 days specified.	493
the Owners, requiring them to remedy it as soon as practically	422	If the other party does not appoint its own arbitrator and give	494
possible. In the event that the Owners fail to remedy it within a	423	notice that it has done so within the 14 days specified, the	495
reasonable time to the satisfaction of the Crew Managers, the	424	party referring a dispute to arbitration may, without the	496
Crew Managers shall be entitled to terminate the Agreement	425	requirement of any further prior notice to the other party,	497
with immediate effect by notice in writing.	426	appoint its arbitrator as sole arbitrator and shall advise the	498
18.2 Crew Managers' Default. If the Crew Managers fail to meet	427	other party accordingly. The award of a sole arbitrator shall	499
their obligations under Clause 5 of this Agreement for any reason	428	be binding on both parties as if he had been appointed by	500
within the control of the Crew Managers, the Owners may give	429	agreement.	501
notice in writing to the Crew Managers of the default requiring	430	Nothing herein shall prevent the parties agreeing in writing to	502
them to remedy it as soon as practically possible. In the event	431	vary these provisions to provide for the appointment of a sole	503
that the Crew Managers fail to remedy it within a reasonable	432	arbitrator.	504
time to the satisfaction of the Owners, the Owners shall be	433	In cases where neither the claim nor any counterclaim	505
entitled to terminate the Agreement with immediate effect by	434	exceeds the sum of USD50,000 (or such other sum as the	506
notice in writing.	435	parties may agree) the arbitration shall be conducted in	507
18.3 Extraordinary Termination. This Agreement shall be	436	accordance with the LMAA Small Claims Procedure current	508
deemed to be terminated in the case of the sale of the Vessel or	437	at the time when the arbitration proceedings are commenced.	509
if the Vessel becomes a total loss or is declared as a constructive	438	19.2 This Agreement shall be governed by and construed in	510
or compromised or arranged total loss or is requisitioned or has	439	accordance with Title 9 of the United States Code and the	511
been declared missing.	440	Maritime Law of the United States and any dispute arising	512
18.4 For the purpose of sub-clause 18.3 hereof:	441	out of or in connection with this Agreement shall be referred	513
(i) the date upon which the Vessel is to be treated as having	442	to three persons at New York, one to be appointed by each of	514
been sold or otherwise disposed of shall be the date on which	443	the parties hereto, and the third by the two so chosen; their	515
the Owners cease to be registered as Owners of the Vessel;	444	decision or that of any two of them shall be final, and for the	516
(ii) the Vessel shall not be deemed to be lost unless either	445	purposes of enforcing any award, judgement may be entered	517
she has become an actual total loss or agreement has been	446	on an award by any court of competent jurisdiction. The	518
reached with her Underwriters in respect of her constructive,	447	proceedings shall be conducted in accordance with the rules	519
compromised or arranged total loss or if such agreement with	448	of the Society of Maritime Arbitrators, Inc.	520
her Underwriters is not reached it is adjudged by a competent	449	In cases where neither the claim nor any counterclaim	521
tribunal that a constructive loss of the Vessel has occurred; and	450	exceeds the sum of USD50,000 (or such other sum as the	522
(iii) the date upon which the Vessel is to be treated as missing	451	parties may agree) the arbitration shall be conducted in	523
shall be ten (10) days after the Vessel was last reported or when	452	accordance with the Shortened Arbitration Procedure of the	524
the Vessel is posted as missing by Lloyd's. A missing vessel	453	Society of Maritime Arbitrators, Inc., current at the time when	525
shall be deemed lost in accordance with the provisions of sub-	454	the arbitration proceedings are commenced.	526
clause 18.4(ii).	455	19.3 This Agreement shall be governed by and construed in	527
18.5 This Agreement shall terminate forthwith in the event of an	456	accordance with the laws of the place mutually agreed by	528
order being made or resolution passed for the winding up,	457	the parties and any dispute arising out of or in connection	529
dissolution, liquidation or bankruptcy of either party (otherwise	458	with this Agreement shall be referred to arbitration at a	530
than for the purpose of reconstruction or amalgamation) or if a	459	mutually agreed place, subject to the procedures applicable	531
receiver is appointed, or if it suspends payment, ceases to carry	460	there.	532
on business or makes any special arrangement or composition	461	19.4 If Box 12 in Part I is not appropriately filled in, sub-clause	533
with its creditors.	462	19.1 of this Clause shall apply.	534
18.6 In the event of this Agreement being terminated by either	463	Note: 19.1, 19.2 and 19.3 are alternatives; indicate alternative	535
party in accordance with sub-clauses 18.1 or 18.3, the fee and	464	agreed in Box 12.	536
the Crew Support Costs shall continue to be payable from the	465	20. Notices	537
date on which the Crew leave the Vessel for the number of months	466	20.1 Any notices to be given by either party to the other party	538
stated in Box 11. The Owners shall also pay an equitable	467	shall be in writing and may be sent by fax, telex, registered	539
proportion of such reasonable Severance Costs as the Crew	468	or recorded mail or by personal service.	540
Managers can prove that they have incurred. The Crew Managers	469	20.2 The address of the Parties for service of such	541
shall use their best endeavours to minimise such Severance	470	communication shall be as stated in Boxes 13 and 14	542
Costs which, in any event, shall not exceed a maximum sum	471	respectively.	543
equivalent to the Crew's basic wages for the number of months	472		
stated in Box 11.	473		
18.7 The termination of this Agreement shall be without prejudice	474		
to all rights accrued due between the parties prior to the date of	475		
termination.	476		
19. Law and Arbitration	477		
19.1 This Agreement shall be governed by and construed in	478		
accordance with English law and any dispute arising out of or in	479		
connection with this Agreement shall be referred to arbitration	480		
in London in accordance with the Arbitration Act 1996 or any	481		
statutory modification or re-enactment thereof save to the extent	482		
necessary to give effect to the provisions of this Clause.	483		
The arbitration shall be conducted in accordance with the London	484		
Maritime Arbitrators Association (LMAA) Terms current at the	485		
time when the arbitration proceedings are commenced.	486		
The reference shall be to three arbitrators. A party wishing to	487		
refer a dispute to arbitration shall appoint its arbitrator and send	488		
notice of such appointment in writing to the other party requiring	489		
the other party to appoint its own arbitrator within 14 calendar	490		
days of that notice and stating that it will appoint its arbitrator as	491		

**ANNEX "A" (DETAILS OF VESSEL OR VESSELS) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD CREW MANAGEMENT AGREEMENT (COST PLUS FEE,
CODE NAME:"CREWMAN A - COST PLUS FEE"**

Date of Agreement:

Name of Vessel(s):

Particulars of Vessel(s):

**ANNEX "B" (CREW DETAILS) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD CREW MANAGEMENT AGREEMENT (COST PLUS FEE,
CODE NAME:"CREWMAN A - COST PLUS FEE"**

Date of Agreement:

Name of Vessel:

Details of Crew:

Number

Rank

Nationality

**ANNEX "C" (BUDGET FOR THE FIRST YEAR) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD CREW MANAGEMENT AGREEMENT (COST PLUS FEE,
CODE NAME:"CREWMAN A - COST PLUS FEE"**

Date of Agreement:

Name of Vessel:

Budget Details: