



1. Date of Agreement	<b>THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)</b> <b>STANDARD CREW MANAGEMENT AGREEMENT (COST PLUS FEE)</b> <b>CODE NAME:"CREWMAN A - COST PLUS FEE"</b>  <b>PART I</b>
2. Owners (state name, place of registered office and law of registry) (Cl. 1)  Name _____  Place of registered office _____  Law of registry _____	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(ii) 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. 18.6)	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 of 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)

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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**

<b>1. Definitions</b>	1	requirements;	70
In this Agreement, save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them.	2	(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;	71
"Owners" means the party identified in Box 2.	3	(iv) ensuring that the Crew shall have a command of the English language of a sufficient standard to enable them to perform their duties safely;	72
"Crew Managers" means the party identified in Box 3.	4	(v) instructing the Crew to obey all reasonable orders of the Owners and/or the Company, including, but not limited to orders in connection with safety and navigation, avoidance of pollution and protection of the environment;	73
"Vessel" means the vessel or vessels, details of which are set out in Annex "A" attached hereto.	5	(vi) ensuring that no Connected Person shall proceed to sea on board the Vessel without the prior consent of the Owners (such consent not to be unreasonably withheld);	74
"Crew" means the Master, officers and ratings of the numbers, rank and nationality specified in Annex "B" attached hereto.	6	(vii) arranging transportation of the Crew, including repatriation;	75
"Connected Person" means any person connected with the provision and the performance of the Crew Management Services.	7	(viii) training the Crew and supervising their efficiency;	76
"Crew Management Services" means the services agreed to be carried out by the Crew Managers in accordance with sub-clause 3.1 and, where indicated affirmatively in Box 6, sub-clause 3.2.	8	(ix) conducting union negotiations; and	77
"Severance Costs" means the costs which the Crew Managers are legally obliged to pay to the Crew as a result of the early termination of a fixed term employment contract for service on the Vessel.	9	(x) operating the Owners' drug and alcohol policy, unless otherwise agreed.	78
"Crew Support Costs" means all expenses of a general nature which are not particularly referable to any individual vessel for the time being managed by the Crew Managers and which are incurred by the Crew Managers for the purpose of providing an efficient and economic Crew Management Service and, without prejudice to the generality of the foregoing, shall include the cost of crew standby pay, training schemes for officers and ratings, cadet training schemes, sick pay, study pay, recruitment and interviews.	10		79
"ISM Code" means the International Management Code for the Safe Operation of Ships and for Pollution Prevention as adopted by the International Maritime Organization (IMO) by resolution A.741(18) or any subsequent amendment thereto.	11	<b>3.2 Accounting Services</b>	95
"Company" means the Owner of the Vessel or any other organisation or person who has assumed the responsibility for the operation of the Vessel from the Owner and who, on assuming such responsibility, has agreed to take over all duties and responsibilities imposed by the ISM Code.	12	<i>(Only applicable if agreed according to Box 6)</i>	96
"STCW 95" means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 or any subsequent amendment thereto.	13	The Crew Managers shall:	97
	14	(i) establish an accounting system which meets the requirements of the Owners and provide regular accounting services, supply regular reports and records; and	98
<b>2. Appointment of Crew Managers</b>	15	(ii) maintain the records of all costs and expenditure incurred as well as data necessary or proper for the settlement of accounts between the parties.	99
With effect from the day and year stated in Box 4 and continuing unless and until terminated as provided herein, the Owners hereby appoint the Crew Managers and the Crew Managers hereby agree to act as the crew managers of the Vessel.	16		100
	17	<b>4. Crew Insurance Arrangements</b>	104
<b>3. Basis of Agreement</b>	18	Subject to the terms and conditions herein provided, the Owners shall, unless otherwise agreed:	105
Subject to the terms and conditions herein provided, during the period of this Agreement, the Crew Managers shall carry out Crew Management Services in respect of the Vessel as agents for and on behalf of the Owners. The Crew Managers shall have authority to take such actions as they 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.	19	<b>4.1</b> insure the Crew and any Connected Persons proceeding to sea on board for crew risks, which shall include but not be limited to death, sickness, repatriation, injury, shipwreck unemployment indemnity and loss of personal effects, with a first class insurance company, underwriter or protection and indemnity association ('the Crew Insurances');	106
	20	<b>4.2</b> ensure that all premiums or calls in respect of the Crew Insurances are paid promptly by their due date;	107
<b>3.1 Crew Management</b>	21	<b>4.3</b> ensure that Crew Insurances shall name the Crew Managers as co-assured (unless advised by the Crew Managers to the contrary); and	108
The Crew Managers shall provide suitably qualified Crew for the Vessel as required by the Owners in accordance with the STCW 95 requirements, provision of which includes but is not limited to the following functions:	22	<b>4.4</b> provide evidence that they have complied with their obligations under sub-clauses 4.1, 4.2 and 4.3 within a reasonable time following the commencement of this Agreement and after each renewal date or payment date of the Crew Insurances, to the reasonable satisfaction of the Crew Managers.	109
(i) selecting and engaging the Vessel's Crew, including payroll arrangements, pension administration, Crew's tax, social security contributions and other dues payable in the seafarer's country of domicile;	23		110
(ii) ensuring that the applicable requirements of the law of the flag of the Vessel stated in Box 7 are satisfied in respect of manning levels, rank, qualification and certification of the Crew and employment regulations including disciplinary and other	24		111
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**PART II**  
**"CREWMAN A - COST PLUS FEE" Standard Crew Management Agreement**

<b>6. Owners' Obligations</b>	139	<b>7.1</b> The Owners shall pay the Crew Managers for their services	209
The Owners shall:	140	as crew managers under this Agreement a monthly fee in the	210
<b>6.1</b> pay all sums due to the Crew Managers punctually in	141	amount stated in Box 9 which shall be payable in advance, the	211
accordance with the terms of this Agreement;	142	first monthly fee being payable on the commencement of this	212
<b>6.2</b> procure that the requirements of the law of the Vessel's	143	Agreement.	213
flag State are satisfied and that they, or such other entity as	144	<b>7.2 (i)</b> The fee shall be renegotiated annually. Not less than	214
may be appointed by them, are identified to the Crew Managers	145	three (3) months before the anniversary date of the commence-	215
as the Company;	146	ment of this Agreement specified in Box 4, the Crew Managers	216
<b>6.3</b> inform the Crew Managers prior to ordering the Vessel to	147	shall submit to the Owners a proposed fee figure to be applicable	217
any area excluded by war risks underwriters by virtue of the current	148	for the forthcoming year.	218
London market war risks trading warranties and pay whatever	149	<b>(ii)</b> The Owners shall indicate to the Crew Managers their	219
additional costs may properly be incurred by the Crew Managers	150	acceptance or rejection of the proposed revised fee within one	220
as a consequence of such orders including, if necessary, the costs	151	month of presentation, failing which the Crew Managers shall be	221
of replacing the Crew. Any delays resulting from the negotiation	152	entitled to assume that the Owners have accepted the said fee.	222
with or replacement of the Crew as a result of the Vessel being	153	<b>7.3</b> The Crew Managers shall, at no extra costs to the Owners,	223
ordered to a war zone shall be for the Owners' account;	154	provide their own office accommodation, office staff, facilities	224
<b>6.4</b> agree with the Crew Managers prior to any change of flag of	155	and stationery. The Owners shall reimburse the Crew Managers	225
the Vessel and pay whatever additional costs may properly be	156	for postage and communication expenses, travelling expenses,	226
incurred by the Crew Managers as a consequence of such change;	157	and other out of pocket expenses properly incurred by the Crew	227
<b>6.5</b> provide, at no cost to the Crew Managers, in accordance	158	Managers in the pursuance of the Crew Management Services.	228
with the requirements of the law of the flag of the Vessel stated in	159	<b>7.4</b> In the event of lay up or extensive repairs to the Vessel	229
Box 7, or higher standard, as mutually agreed, adequate Crew	160	that last for more than the number of months stated in Box 10,	230
accommodation and living standards;	161	the parties shall mutually agree the extent of down-manning	231
<b>6.6</b> unless otherwise agreed, arrange for the supply of provisions,	162	required, together with the revision of the fee and re-manning	232
at their own expense;	163	arrangements for the period exceeding the number of months	233
<b>6.7</b> where the Crew Managers provide provisions, reimburse the	164	stated in Box 10 until one month before the Vessel is again put	234
Crew Managers for any food consumed on board other than by	165	into service. Consequential costs of reduction and reinstatement	235
the Crew or any Connected Person and compensate the Crew	166	of the Crew shall be for the Owners' account. In the event	236
Managers or provide replacement for any losses of foodstuffs	167	that the parties cannot agree, the Agreement shall be terminated	237
caused exclusively by the breakdown of the refrigeration plant	168	in accordance with Clause 17.	238
and machinery; and	169	<b>8. Budgets and Management of Funds</b>	239
<b>6.8</b> procure that throughout the period of this Agreement:	170	<b>8.1</b> The Crew Managers shall present to the Owners annually	240
<b>(i)</b> at the Owners' expense, the Vessel is insured for not less	171	a budget for the following twelve months in such form as the	241
than her sound market value or entered for her full gross tonnage,	172	Owners require. The budget for the first year hereof is set out	242
as the case may be, for:	173	in Annex "C" hereto. Subsequent annual budgets shall be	243
<b>(a)</b> usual hull and machinery marine risks (including crew	174	prepared by the Crew Managers and submitted to the Owners	244
negligence) and excess liabilities;	175	not less than three months before the anniversary date of the	245
<b>(b)</b> protection and indemnity risks, including pollution risks,	176	commencement of this Agreement (see Clause 2 and Box 4).	246
diversion expenses and also including crew risks in accordance	177	<b>8.2</b> The Owners shall indicate to the Crew Managers their	247
with sub-clause 4.1, unless separately insured by the Crew	178	acceptance and approval of the annual budget within one month	248
Managers; and	179	of presentation and in the absence of any such indication the	249
<b>(c)</b> war risks (including protection and indemnity and crew	180	Crew Managers shall be entitled to assume that the Owners	250
risks);	181	have accepted the proposed budget.	251
in accordance with the best practice of prudent owners of	182	<b>8.3</b> Following the agreement of the budget, the Crew	252
vessels of a similar type to the Vessel, with first class insurance	183	Managers shall prepare and present to the Owners their	253
companies, underwriters or associations ('the Owners'	184	estimate of the Crew Costs and the Crew Managers shall each	254
Insurances');	185	month update this estimate. Based thereon, the Crew Managers	255
<b>(ii)</b> all premiums and calls on the Owners' Insurances are paid	186	shall each month request the Owners in writing for the funds	256
promptly by their due date;	187	required to crew the Vessel for the ensuing month. Such funds	257
<b>(iii)</b> the Owners' Insurances name the Crew Managers and,	188	shall be received by the Crew Managers within ten running	258
subject to underwriters' agreement, any third party designated by	189	days after the receipt by the Owners of the Crew Managers'	259
the Crew Managers as a joint assured, with full cover, with the	190	written request and shall be held to the credit of the Owners in	260
Owners obtaining cover in respect of each of the insurances	191	a separate bank account.	261
specified in sub-clause 6.8(i) above:	192	<b>8.4</b> The Crew Managers shall produce a monthly comparison	262
<b>(a)</b> on terms whereby the Crew Managers and any such third	193	between budgeted and actual income and expenditure of the	263
party are liable in respect of premiums or calls arising in	194	Vessel in such form as required by the Owners.	264
connection with the Owners' Insurances; or	195	<b>8.5</b> Unless otherwise agreed, all discounts and commissions	265
<b>(b)</b> if reasonably obtainable, on terms such that neither the	196	obtained by the Crew Managers in the course of the Crew	266
Crew Managers nor any such third party shall be under any	197	Management of the Vessel shall be credited to the Owners.	267
liability in respect of premiums or calls arising in connection	198	<b>8.6</b> Notwithstanding anything contained herein, the Crew	268
with the Owners' Insurances; or	199	Managers shall in no circumstances be required to use or	269
<b>(c)</b> on such terms as may be agreed in writing.	200	commit their own funds to finance the provision of the Crew	270
<b>Note:</b> indicate alternative (a), (b) or (c) of sub-clause 6.8(iii) in	201	Management Services.	271
Box 8. If Box 8 is left blank then (a) applies.	202	<b>9. Trading Restrictions</b>	272
<b>(iv)</b> written evidence is provided, to the reasonable satisfaction	203	The Owners and the Crew Managers will, prior to the	273
of the Crew Managers, of their compliance with their obligations	204	commencement of this Agreement, agree on any trading	274
under this Clause within a reasonable time of the commencement	205	restrictions to the Vessel that may result from the terms and	275
of the Agreement, and of each renewal date and, if specifically	206	conditions of the Crew's employment.	276
requested, of each payment date of the Owners' Insurances.	207	<b>10. Replacement</b>	277
<b>7. Crew Management Fee</b>	208		

**PART II**  
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The Owners shall have the right to require the replacement, at their own expense, at the next reasonable opportunity, of any member of the Crew found on reasonable grounds to be unsuitable for service. If the Crew Managers have failed to 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.	278 279 280 281 282 283 284	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 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.	348 349 350 351 352 353 354 355 356
<b>11. Crew Managers' Right to Sub-contract</b>	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		
<b>12. Responsibilities</b>	292		
<b>12.1 Force Majeure.</b> 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		
<b>12.2 Crew Managers' liability to Owners.</b> 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 <b>UNLESS</b> 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		
<b>12.3 Acts or omissions of the Crew.</b> 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		
<b>12.4 Indemnity.</b> 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		
<b>12.5 "Himalaya".</b> 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	336 337 338 339 340 341 342 343 344 345 346 347		
		<b>13. Documentation</b>	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
		<b>14. General Administration</b>	366
		<b>14.1</b> 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
		<b>14.2</b> 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
		<b>14.3</b> 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
		<b>14.4</b> The Owners shall arrange for the provision of any necessary guarantee bond or other security, in the first instance.	379 380
		<b>14.5</b> 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
		<b>15. Auditing</b>	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
		<b>16. Compliance with Laws and Regulations</b>	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
		<b>17. Duration of the Agreement</b>	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
		<b>18. Termination</b>	404
		<b>18.1 Owners' Default</b>	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

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(a) fail to meet their obligations under Clause 6 of this Agreement for any reason within their control, or	414 415	Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced.	485 486
(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 improper,	416 417 418 419 420	The reference shall be to three arbitrators. A party wishing to refer a dispute to arbitration shall appoint its arbitrator and send notice of such appointment in writing to the other party requiring the other party to appoint its own arbitrator within 14 calendar days of that notice and stating that it will appoint its arbitrator as sole arbitrator unless the other party appoints its own arbitrator and gives notice that it has done so within the 14 days specified.	487 488 489 490 491 492 493 494 495 496 497 498 499 500 501
the Crew Managers may give notice in writing of the default to the Owners, requiring them to remedy it as soon as practically possible. In the event that the Owners fail to remedy it within a reasonable time to the satisfaction of the Crew Managers, the Crew Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing.	421 422 423 424 425 426	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 a 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 binding on both parties as if he had been appointed by agreement.	502 503 504 505 506 507 508 509
<b>18.2 Crew Managers' Default.</b> If the Crew Managers fail to meet their obligations under Clause 5 of this Agreement for any reason within the control of the Crew Managers, the Owners may give notice in writing to the Crew Managers of the default requiring them to remedy it as soon as practically possible. In the event that the Crew Managers fail to remedy it within a reasonable time to the satisfaction of the Owners, the Owners shall be entitled to terminate the Agreement with immediate effect by notice in writing.	427 428 429 430 431 432 433 434 435	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	510 511 512 513 514 515 516 517 518 519 520
<b>18.3 Extraordinary Termination.</b> This Agreement shall be deemed to be terminated in the case of the sale of the Vessel or if the Vessel becomes a total loss or is declared as a constructive or compromised or arranged total loss or is requisitioned or has been declared missing.	436 437 438 439 440	In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (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.	505 506 507 508 509
<b>18.4</b> For the purpose of sub-clause 18.3 hereof:	441	<b>19.2</b> This Agreement shall be governed by and construed in accordance with Title 9 of the United States Code and the Maritime Law of the United States and any dispute arising out of or in connection with this Agreement shall be referred to three persons at New York, one to be appointed by each of the parties hereto, and the third by the two so chosen; their decision or that of any two of them shall be final, and for the purposes of enforcing any award, judgement may be entered on an award by any court of competent jurisdiction. The proceedings shall be conducted in accordance with the rules of the Society of Maritime Arbitrators, Inc.	510 511 512 513 514 515 516 517 518 519 520
(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;	442 443 444	In cases where neither the claim nor any counterclaim exceeds the sum of USD50,000 (or such other sum as the parties may agree) the arbitration shall be conducted in accordance with the Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc., current at the time when the arbitration proceedings are commenced.	521 522 523 524 525 526
(ii) the Vessel shall not be deemed to be lost unless 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; and	445 446 447 448 449 450	<b>19.3</b> This Agreement shall be governed by and construed in accordance with the laws of the place mutually agreed by the parties and any dispute arising out of or in connection with this Agreement shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	527 528 529 530 531 532
(iii) the date upon which the Vessel is to be treated as missing shall be ten (10) days after the Vessel was last reported or when the Vessel is posted as missing by Lloyd's. A missing vessel shall be deemed lost in accordance with the provisions of sub-clause 18.4(ii).	451 452 453 454 455	<b>19.4</b> If Box 12 in Part I is not appropriately filled in, sub-clause 19.1 of this Clause shall apply.	533 534
<b>18.5</b> 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 is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.	456 457 458 459 460 461 462	<b>Note:</b> 19.1, 19.2 and 19.3 are alternatives; indicate alternative agreed in Box 12.	535 536
<b>18.6</b> In the event of this Agreement being terminated by either party in accordance with sub-clauses 18.1 or 18.3, the fee and the Crew Support Costs shall continue to be payable from the date on which the Crew leave the Vessel for the number of months stated in Box 11. The Owners shall also pay an equitable proportion of such reasonable Severance Costs as the Crew Managers can prove that they have incurred. The Crew Managers shall use their best endeavours to minimise such Severance Costs which, in any event, shall not exceed a maximum sum equivalent to the Crew's basic wages for the number of months stated in Box 11.	463 464 465 466 467 468 469 470 471 472 473	<b>20. Notices</b>	537
<b>18.7</b> The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.	474 475 476	<b>20.1</b> Any notices to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.	538 539 540
<b>19. Law and Arbitration</b>	477	<b>20.2</b> The address of the Parties for service of such communication shall be as stated in Boxes 13 and 14 respectively.	541 542 543 544
<b>19.1</b> This Agreement shall be governed by and construed in accordance with 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 save to the extent necessary to give effect to the provisions of this Clause.	478 479 480 481 482 483		
The arbitration shall be conducted in accordance with the London	484		

**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"**

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Date of Agreement:

Draft Copy

Name of Vessel(s):

Particulars of Vessel(s):

Draft Copy

**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"**

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Date of Agreement:

Draft Copy

Name of Vessel:

Details of Crew:

Number

Rank

Nationality

Draft Copy

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"

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Date of Agreement:

Draft Copy

Name of Vessel:

Budget Details:

Draft Copy