



ANNEX B (*Ship Owner Agreement - Part I*)

FORM OF AGREEMENT TO BE ENTERED INTO BETWEEN SHIP OPERATOR AND CDI-M. (FOR FLEET OF SHIPS). For the purpose of clarification the term 'SHIP OPERATOR' has been used, which is intended to refer to the organisation owning, operating or managing the ship on whose behalf an inspection report is to be entered onto the CDI-M data base.

This agreement comprising this Part I and Part II which is attached hereto is made between:

STICHTING CHEMICAL DISTRIBUTION INSTITUTE – MARINE (“CDI-M”) of....

St Martins House Business Centre
Ockham Road South
East Horsley

Surrey KT24 6SX

United Kingdom

TEL: 44 (0)1483 281268

FAX: 44 (0)1483 285474

e-mail : chemdist@cdim.org

and SHIP OPERATOR referred to in Part II of this Agreement.

WHEREAS SHIP OPERATOR represents that it possesses certain rights including proprietary rights to ship inspection reports (“the Report”) on ships referred to in Part II attached.

AND WHEREAS SHIP OPERATOR desires that the Reports be entered into the computer database of CDI-M (“database”) and CDI-M desires to enter the Reports into its database on the terms and conditions set out below.

THEREFORE THE PARTIES AGREE AS FOLLOWS:

1. Subject to the terms and conditions of this Agreement, SHIP OPERATOR agrees to the retention by CDI-M of the Report on its database in full and without any deletion, amendments or variation from the format in which it was drawn up by the Inspector, whereupon CDI-M shall within forty-two days of receipt of the Report, cause the Report to be entered into its database.
2. The parties agree that SHIP OPERATOR may provide a commentary to each Report which shall be entered on the database in such a way as to be automatically accessed by a user authorised by SHIP OPERATOR under CDI-M procedures of the database when the Report to which the commentary relates, is accessed.
3. CDI-M and SHIP OPERATOR agree that each Report shall be released to a user authorised by SHIP OPERATOR in accordance with the CDI-M Procedures (current copy of which can be made available to SHIP OPERATOR) as amended from time to time PROVIDED ALWAYS that each Report will only be released whilst it is on the active database in accordance with the CDI-M procedures in force on the date of entry of the Report to the database.
4. SHIP OPERATOR acknowledges that CDI-M may from time to time sell each Report to third parties but CDI-M shall always obtain in writing the prior absolute right of approval of SHIP OPERATOR. Without such written approval a Report shall not be released under any circumstances
5. The parties agree that once a Report is entered in the database it shall remain there and be accessible according to CDI-M procedures for a period of thirteen months from the date of inspection and at the expiry of that thirteen month period shall be deleted from the active database and subsequently placed in the archives of CDI-M. Any subsequent release of the archived report by CDI-M to a third party shall have the prior absolute right of approval of the SHIP OPERATOR in writing. If at any time within the thirteen month period, the technical management of the ship is transferred, the SHIP OPERATOR is obligated to advise CDI-M and, subject to verification of the ISM SMC Certificate, the report may be prematurely archived.
6. SHIP OPERATOR acknowledges that CDI-M may extract certain statistical data from the Reports either while the Reports are on the active database or while archived by CDI-M, which statistical data CDI-M may then in its sole discretion make available to interested groups or individuals PROVIDED THAT any such statistical data shall neither identify SHIP OPERATOR as the OPERATOR of the ship to which the data relates nor name the ship.

7. CDI-M shall not be responsible for the contents of any Report which may be obtained and distributed in accordance with CDI-M procedures. CDI-M's involvement is restricted to appointing the inspector, the quality of the inspection process, the receipt, organisation and distribution of Reports and SHIP OPERATOR's comments on Reports. Other than for the internal purpose of Inspector Performance Monitoring, CDI-M does not review or evaluate Reports or SHIP OPERATOR's comments and expresses no opinion as to their accuracy. CDI-M accordingly disclaims any and all liability for costs, claims, damages, losses and expense which SHIP OPERATOR may suffer now or hereafter arising out of CDI-M procedures and/or this Agreement unless caused by the gross negligence of CDI-M in which event CDI-M's liability shall be limited to those direct damages which SHIP OPERATOR may suffer as a direct result of CDI-M's gross negligence.
8. CDI-M undertakes to take adequate measures to ensure that secure storage and agreed access of each Report while it is on the database but accepts no liability howsoever arising for unauthorised access or insecure storage unless caused by gross negligence or willful misconduct of CDI-M. The SHIP OPERATOR undertakes to distribute copies of each Report only via the services provided by CDI-M.
9. In the event that the performance of any provision of this Agreement constitutes a violation of any treaty, law, code or regulation of any governmental authority, such provision shall be null and void and the parties shall negotiate in good faith to amend this Agreement so as to be in conformity with the law, yet still retain the intent of this Agreement.
10. In the event a ship is added or removed from the list of ships in Part II of this Agreement, SHIP OPERATOR shall advise CDI-M without delay and such advice shall form an Addendum to this Agreement.
11. This Agreement shall be governed by and construed according to the laws of the Netherlands and the parties agree to submit to the exclusive jurisdiction of the courts in Rotterdam.
12. This agreement may be terminated by either party giving 30 days written notice to the other directed to the appropriate address given in this agreement.

AGREED TO AND ACCEPTED

	SHIP OPERATOR	Chemical Distribution Institute - Marine
Name of Company		CDI-M
Signature		
Name in print		
E-mail		chemdist@cdim.org
Date		
Place		East Horsley

Please return this form by fax to: (44) 1483 285 474

<p>THE STICHTING CHEMICAL DISTRIBUTION INSTITUTE REGISTRY OF THE CHAMBER OF COMMERCE No 41134185, THE NETHERLANDS REGISTERED IN ENGLAND & WALES COMPANY No FC018383 BRANCH No BR002806 UK VAT No 644295327 REGISTERED OFFICE: ST MARTINS HOUSE, OCKHAM ROAD SOUTH, EAST HORSLEY, SURREY, KT24 6RX, U.K.</p>

ANNEX B (*Ship Owner Agreement - Part II*)

PLEASE TYPE OR WRITE IN PRINT

Name of Ship Operator and place of business	
Name	
Address	
Contact person	
Telephone	
Fax	
e-mail	

SHIP NAME	IMO NUMBER	SHIP TYPE (CHEM/GAS/BULK)

DATE: _____

Please return this form by fax to: (44) 1483 285 474

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