

PROJECTCON FINAL EXAMINATION

This final examination is take home. You may use any materials you want to complete the examination. You may also discuss the matter with anyone, but your responses must be your own.

SUBMISSION INSTRUCTIONS:

The examination is due
on or before 17:00 German Time
on July 7th, 2015.

As final grades are due the next day, we cannot accept late examinations.

Your answers **MUST** be either EMAILED info@kravets.de
or FAXED +49 (0) 4721 55 12 234 9.
Call +49 (0) 4721 55 12 234 0
or email us (info@kravets.de) with
ANY questions.

The examination has three parts (1, 2, 3).
Each part is worth 33% of the final grade.

Part III is multiple choice. You are only required to provide the letter of your answer choice (a, b, c). IF you WANT to, you can provide your answer and an explanation of your answer. If you get the answer wrong, you may still receive partial credit based on your explanation.

We will email or fax back your examinations with an answer key in July.

PART 1 (research)

Explain (in your own words) the purpose of the PROJECTCON form and provide at least two (2) examples of companies that you think would use this form.

Be sure to explain why you chose these two companies.

For example: Hapag-Lloyd might use BIMCO's BOXTIME form because Hapag-Lloyd is a container shipping company and BOXTIME is a time charter party used for container shipping.

PART 2 (fixing note with 7 parts)

You own the tug Wulf 7 and the barge Boabarge 21 and you have prepared a “fixing note” to send to a potential charterer.

The fixing note modifies the BIMCO PROJECTCON form (which is included at the end of this examination for your reference).

Here are the terms of your fixing note:

1. **WULF 7; BOABARGE 21; C/P 15 JULY 2015, CUX**
2. **NO USE OF**
3. **The log book of the Tug and copies of the bunker supplier’s invoices shall be conclusive evidence of the quantity of bunker’s consumed and the prices actually paid.**
4. **INT. RATE 10% p.a AFTER TEN CALENDAR DAYS (CL. 28)**
5. **DELY 10.10.2015 – 20.10.2015**
6. **O/W AS PER BIMCO PROJECT C/P**
7. **ARB. LMAA; ENGLISH LAW**

The charterer, however, does not want to accept the fixing note because the charterer does not understand the terms that you have changed. You need to explain the contents of the fixing note and reference how each modifies the charter party.

For example, (1) above is the name of both the tug (Wulf 7) and the barge (Boabarge 21) (you will need to look up the additional particulars in order to complete the task) as well as the date (July 1, 2015) of the charter party and location (Cuxhaven).

If this information were included on the PROJECTCON form, the name (and the other details that you look-up) would be in Box 4 and the date and location of the charter party would be in box 1.

The charterer has given you two options. You can either:

- (a) login to BIMCO.org and modify the BIMCO template form to reflect the modifications made by the fixing note OR
- (b) you can write explanations for each of the modifications in the fixing note.

NOTE: If you want to use the BIMCO login, please also download the BIMCO login instructions.

PART 3 (three questions)

- (1) If you are the OWNER of a vessel and your business is located in Germany and you execute a PROJECTCON C/P with a charterer in China, which of the following is the most advantageous to you as an entry in Box 28?
- 31(a)
 - 31(b)
 - 31(c); Hamburg; German Law
- (2) If you are the OWNER of a vessel under a PROJECTCON C/P, which of the following is the most advantageous as the entry in Box 23?
- *left blank*
 - \$1 USD
 - Giraffe
- (3) If you are the CHARTERER of a vessel under the PROJECTCON C/P, which of the following is the most advantageous as the entry in Box 24?
- all
 - none
 - 5,000 EUR



1. Place and date of Contract		BIMCO SPECIAL PROJECTS CHARTER PARTY CODE NAME: PROJECTCON	
2. Owners/place of business (Cl. 1)		3. Charterers/place of business	
4. Vessels (name, type and other particulars) (Cl. 1) Tug: Barge:			
5. Cargo (full description of cargo and state maximum weight of cargo and maximum expected draft of laden barge) (Cl. 1 & 11(e))			
6. Loading port(s)/place(s) (Cl. 1)		7. Discharging port(s)/place(s) and intended route from loading port(s)/place(s) to discharging port(s)/place(s) (Cl. 1, 3(b) & 13(a))	
8. Loading method(s) (Cl. 5(c))		9. Discharging method(s) (Cl. 5(e))	
10. Initial Delivery Period (Cl. 9(a))		11. Delivery Period Notification Schedule (Cl. 9(b) and (c)) Number of days' notice:	
12. Daily compensation for late delivery (Cl. 9(c))		Delivery Window:	
13. Barge Engineer (State amount) (Cl. 4(a)) Daily rate: Overtime rate (per hour):			
14. Cancelling (State number of days after delivery date) (Cl. 9(c), 9(d), 9(e), 9(f) & 9 (h))		15. Notices for delivery to be given to (Cl. 10(a))	
16. Marine Warranty Surveyor(s) and date for approval of Vessels (Cl. 11(a) & 11(b))			
17. Freight and Payment Schedule (Cl. 12 & Cl. 14(b))		18. Payment of Freight, Delay Payments, etc. (currency and where payable; also state Owners' bank account) (Cl. 12 & Cl. 13(d))	
19. Free time at loading/discharging port(s)/places(s) and canal transit (if applicable) (Cl. 13(a) & 14(a))		20. Delay rate per day (Cl. 3(b), 3(c), 6(b), 8, 13(b), 14(a), 14(c), 17 & 20(b)) In Port: At Sea:	
21. Canal transit costs (if any) limited to (Cl. 14(b))		22. Price per metric ton of bunker oil and quantity (Cl. 15)	
23. Termination Fee(s) (state amount(s) with schedule, if agreed) (Cl. 20(a) & 20(b))		24. Taxes (Cl. 7)	
		25. General average shall be adjusted/settled at (Cl. 26)	
26. Interest rate (%) per annum to run from (state number of days) after any sum is due (Cl. 28)		27. Brokerage and to whom payable (Cl. 30)	
28. Dispute Resolution (state 31(a), 31(b) or 31(c) of Cl. 31, as agreed; if 31(c) agreed state place of arbitration) (Cl. 31) London		29. Additional clauses, if agreed	

It is mutually agreed that this Contract shall be performed subject to the conditions contained in the Contract consisting of PART I including additional clauses, if any agreed and stated in Box 29, and PART II. In the event of a conflict of conditions, the provisions of PART I and any additional clauses shall prevail over those of PART II to the extent of such conflict but no further.

Signature (Owners)	Signature (Charterers)
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PART II
PROJECTCON - Special Projects Charter Party

1. Definitions	1	per day the Charterers shall pay the amount per hour of	75
In this Charter Party the following words and expressions	2	the overtime rate per barge engineer stated in Box 13 .	76
shall have the meanings hereby assigned to them:	3	In addition the Charterers shall pay all travel expenses,	77
"Owners" shall mean the party identified in Box 2 .	4	accommodation expenses and meals for each barge	78
"Charterers" shall mean the party identified in Box 3 .	5	engineer, all according to the Owners' invoice, at cost	79
"Vessels" shall mean the tug and barge as described in	6	plus 10% and reimburse the Owners for any advance	80
Box 4 .	7	payments they have made in this respect. Payment shall	81
"Cargo" shall mean any goods or equipment or other	8	be made on receipt of the Owners' invoice.	82
items described in Box 5 .	9	(b) The barge engineer shall be deemed to be a	83
"Loading Port" shall mean the port(s) or place(s)	10	servant of the Charterers and the Charterers shall	84
specified in Box 6 .	11	indemnify and hold the Owners harmless from and	85
"Discharging Port" shall mean the port(s) or place(s)	12	against all consequences and/or liabilities arising from	86
specified in Box 7 .	13	the ballast operations.	87
"Transportation" shall mean the carriage of the cargo,	14	(c) For float on/float off operations where the barge is	88
including the tow age of laden barges and, as the case	15	to be submerged, all ballasting operations will be carried	89
may be, the loading, discharge and all other operations	16	out by the Owners' personnel and the costs shall be	90
connected therewith.	17	included in the lumpsum price stated in Box 17 or delay	91
		rate stated in Box 20 .	92
2. Voyage	18		
(a) It is agreed between the Owners and the	19	5. Loading and Discharging	93
Charterers that, subject to the terms and conditions of	20	(a) The Charterers shall have the cargo in all respects	94
this Charter Party, the cargo shall be transported by	21	ready for the said voyage at the Loading Port on the	95
the Owners from the Loading Port(s), or so near thereto	22	delivery date.	96
as the Vessels may safely get and lie always safe and	23	The precise loading area or place within the agreed	97
afloat, to the Discharging Port(s), or so near thereto as	24	Loading Port, which shall be always safe and accessible	98
they may safely get and lie always safe and afloat.	25	and suitable for the loading operation, shall be	99
(b) The Owners shall exercise due diligence in making	26	nominated by the Charterers, always subject to the	100
the Vessels seaworthy before and at arrival at the	27	approval of the Owners and the Marine Warranty	101
Loading Port. The Owners shall perform the voyage	28	Surveyor. Such approval shall not be unreasonably	102
with due despatch unless otherwise agreed.	29	withheld.	103
		(b) The barge shall be delivered with cargo spaces	104
3. Deviation and Delays	30	free of any obstructions with all previous seafastenings	105
(a) The Vessels have the liberty to sail without pilots,	31	removed and the Vessels shall be properly documented	106
to tow and/or assist vessels in distress, to deviate for	32	as regards trading certificates, classification and	107
the purpose of saving life, to replenish bunkers and/or	33	equipment. All other equipment shall be provided by the	108
to deviate for the purpose of safety of the cargo, crew,	34	Charterers. When the cargo has been loaded and	109
Vessels and for any other reasonable purpose.	35	positioned, it shall be seafastened and/or lashed by the	110
(b) Without prejudice to the provisions of Clause 26 ,	36	Charterers at their expense to the satisfaction of the	111
should the Tug Master decide, for the purpose of the	37	Marine Warranty Surveyor.	112
safety of the cargo, to deviate from the normal route which	38	(c) At the Loading Port, the cargo shall be delivered	113
is stipulated in Box 7 , or reduce speed, the Owners shall	39	by the Charterers without delay at any time during day	114
be entitled to receive from the Charterers additional	40	or night, Saturdays, Sundays and holidays included.	115
compensation at the appropriate Delay rate as set out in	41	The cargo shall be placed on board the barge and	116
Box 20 for all time spent by the Vessels at sea in excess	42	positioned by the Charterers to the full satisfaction of	117
of the time which would have been spent had such	43	the Owners and the Marine Warranty Surveyor. The	118
reduction of speed or deviation not taken place.	44	Charterers shall procure and pay for all labour and all	119
The time lost shall include all time used until the Vessels	45	necessary equipment other than that stated in Box 4 .	120
reach the same or equidistant position to that where	46	If agreed in Box 8 that the cargo shall be loaded by	121
the deviation commenced and the Charterers shall also	47	means of float-on method, the Charterers shall position	122
pay all additional expenses incurred by such deviation	48	the cargo over the barge's submerged deck to the full	123
including bunkers, port charges, pilotage, tug boats,	49	satisfaction of the Owners and the Marine Warranty	124
agency fees and any other expenses whatsoever	50	Surveyor. The Owners shall attach lines to the cargo	125
incurred.	51	and shall position and secure the cargo over the	126
The Owners shall give prompt notification of any delay	52	submerged deck by using winches and/or tugs. The	127
or deviation to the Charterers and any claims for	53	Charterers shall procure and pay the necessary labour	128
additional compensation shall be supported by	54	and winchmen.	129
appropriate documentation.	55	The Charterers shall procure and pay for workboats and	130
(c) If the Vessels for reasons beyond the Owners'	56	tugs required for the positioning of the cargo. The	131
control are being delayed at the Loading Port and/or	57	Owners shall have the right to use such workboats and	132
the Discharging Port, including obtaining free pratique,	58	tugs for the loading operation.	133
customs and port clearance or other formalities, but	59	(d) The precise discharging area or place within the	134
not including delays caused by the late or non-arrival	60	Discharging Port and which shall be always safe and	135
of the Tug, such delays shall be paid for by the	61	accessible and suitable for the discharging operation,	136
Charterers at the Delay rate stipulated in Box 20 .	62	shall be named by the Charterers well in advance of	137
		the Vessels' arrival, always subject to the approval of	138
4. Barge Engineer	63	the Owners and the Marine Warranty Surveyor. Such	139
(a) The barge machinery and ballasting equipment may	64	approval shall not be unreasonably withheld.	140
be utilised by the Charterers subject to the Charterers	65	At the Discharging Port the Charterers shall take delivery	141
always using a fully qualified barge engineer provided	66	of the cargo without delay in accordance with Clause	142
by the Owners. If the services of a barge engineer are	67	5(e) at any time during day or night, Saturdays, Sundays	143
required, the Charterers shall give the Owners 72 hours	68	and holidays included.	144
notice in writing plus allowance for travelling time for each	69	(e) Prior to actual discharge the Charterers shall,	145
occasion the barge engineer is required. The Charterers	70	unless otherwise agreed, remove seafastening and/or	146
agree to pay an amount per day as stated in Box 13 per	71	lashing and prepare the barge for the discharge	147
barge engineer for a 10 hour working day including but	72	operation. The entire discharge operation shall always	148
not limited to travelling time and/or time for standby	73	be done to the full satisfaction of the Marine Warranty	149
associated therewith. For any hour in excess of 10 hours	74		

PART II
PROJECTCON - Special Projects Charter Party

Surveyor.	150	assessing compensation in accordance with this Clause	223
The Charterers shall discharge the cargo and shall	151	9(c) the delivery date shall, in the event the Owners have	224
procure and pay for the necessary equipment and labour	152	given notice in accordance with Clause 9(e) below and	225
for the discharge of the cargo.	153	the Charterers have not exercised their option of	226
If agreed in Box 9 that the cargo shall be discharged by	154	cancelling, be deemed to be the revised delivery date	227
means of float-off method, the Owners shall submerge	155	stated in the Owners' notice.	228
the barge. The Charterers shall procure and pay the	156	(d) Should the barge not be delivered latest the	229
necessary winchmen.	157	number of days stated in Box 14 after the delivery date	230
The Charterers shall procure and pay for workboats and	158	the Charterers shall have the option of cancelling this	231
tugs required for discharging the cargo. The Owners	159	Charter Party.	232
shall have the right to use such workboats and tugs for	160	(e) If it appears that the barge will be delayed beyond	233
the discharging operations. The Charterers shall take	161	the number of days stated in Box 14 after the delivery	234
custody of the cargo as soon as afloat.	162	date, the Owners shall, as soon as they are in position to	235
After the discharge operation the Charterers shall	163	state with reasonable certainty the day on which the	236
remove all remaining seafastening and/or lashing,	164	Vessels should be ready, give notice thereof to the	237
unless otherwise agreed.	165	Charterers asking whether they will exercise their option	238
(f) Except as otherwise provided in this Charter Party,	166	of cancelling and the option must then be declared within	239
all agency charges, port charges (including compulsory	167	48 hours of the receipt by the Charterers of such notice.	240
charges for shore watchmen and garbage removal),	168	If the Charterers do not then exercise their option of	241
light and canal dues, pilotage, local tug assistance,	169	cancelling, the revised delivery date stated in the	242
consular charges, and all other charges and expenses	170	Owners' notice shall be regarded as the new delivery	243
relating to the cargo and/or to the Vessels as a result of	171	date for the purpose of this Clause.	244
their employment hereunder shall be for the Charterers'	172	(f) The Owners shall not be responsible for any loss	245
account. All loading, seafastening, release, discharge	173	or damages whatsoever incurred by the Charterers as a	246
and clean off costs shall be for the Charterers' account.	174	result of the Charterers cancelling this Charter Party as	247
6. Permits/Licences	175	per Clause 9(d) nor shall the Owners be responsible for	248
(a) All necessary permits and/or licences pertaining	176	any loss or damages whatsoever suffered by the	249
to the Transportation shall be provided and paid for by	177	Charterers as a result of the failure of the barge to be	250
the Charterers.	178	ready for loading latest on the cancelling date agreed	251
If required, the Owners shall assist the Charterers in	179	in Box 14 in the case that a new cancelling date has	252
obtaining such permits and/or licences.	180	been agreed.	253
(b) Any delay by the Charterers in obtaining the	181	(g) If, for reasons beyond the Owners' control, the	254
permits and/or licences related to Clause 6(a) shall be	182	loading operation has not commenced within 14 days	255
at the Charterers' time and any time lost shall be paid	183	from tendering of notice of readiness, the Owners shall	256
for at the Delay rate stipulated in Box 20 .	184	have the option of cancelling this Charter Party.	257
7. Taxes	185	If the Owners exercise their option of cancelling the	258
The Owners shall be responsible for the taxes stated in	186	Charter Party in accordance with this sub-clause, the	259
Box 24 and the Charterers shall be responsible for all	187	Charterers shall pay to the Owners the applicable	260
other taxes.	188	termination fee according to the provisions of Clause	261
In the event of change in local regulation and/or	189	20 in addition to any delay payment incurred.	262
interpretation thereof, resulting in an unavoidable and	190	(h) If Box 14 is not appropriately filled in then 7 days	263
documented change of the Owners' tax liability after the	191	shall apply.	264
date of entering into the Charter Party, freight shall be	192	10. Notices to the Charterers	265
adjusted accordingly.	193	(a) <i>Notice of Readiness</i>	266
8. Quarantine	194	The Owners shall give notice of readiness as per Box	267
Unless due to health conditions on board the Vessels,	195	15 advising when the Vessels are ready to commence	268
any time lost as a result of quarantine formalities and/	196	loading at the Loading Port and when the Vessels are	269
or health restrictions imposed or incurred at any stage	197	ready to commence discharge at the Discharging Port.	270
of the voyage, including any such loss of time at the	198	All notices may be given at any time of the day, Fridays,	271
Loading Port and/or the Discharging Port, shall be paid	199	Saturdays, Sundays and holidays included, whether	272
for by the Charterers at the Delay rate specified in Box	200	within the official port limits or not, and notwithstanding	273
20 . The Charterers shall also pay for all other expenses	201	hindrances as referred to in Clause 3(c) .	274
which may be incurred as a result thereof.	202	(b) Prior to arrival at the Loading Port(s) the Owners	275
9. Commencement of Loading/Cancelling	203	shall keep the Charterers duly advised of the expected	276
(a) The barge shall be delivered to the Charterers	204	time of arrival of the barge.	277
within the period agreed in Box 10 .	205	(c) After departure from the Loading Port(s) the	278
(b) The delivery period in Clause 9(a) shall be narrow	206	Owners shall give daily notice of expected time of arrival	279
ed down by the Charterers to a delivery date in	207	at Discharging Port(s).	280
accordance with the delivery period notification schedule	208	11. Marine Warranty Surveyor(s)/Approval of the	281
as stated in Box 11 .	209	Vessels and Condition of the Cargo	282
Each delivery window shall always be within the	210	(a) The Marine Warranty Surveyor(s) stated in Box	283
previously notified window and the number of days'	211	16 shall be appointed for this Transportation by the	284
notice shall always be counted from the first day in the	212	Charterers. If Box 16 has not been filled in, the	285
window.	213	Charterers shall appoint Marine Warranty Surveyor(s)	286
(c) Should the barge not be delivered according to Box	214	acceptable to the cargo underwriters, subject to the	287
11 the Owners shall pay as compensation to the	215	Owners' approval which shall not be unreasonably	288
Charterers a daily rate as stated in Box 12 for each day,	216	withheld.	289
or pro rata for part thereof, counting from 2400 hours on	217	(b) The Marine Warranty Surveyor(s) shall approve the	290
the delivery date until the day and time delivery actually	218	suitability of the Vessels for the Transportation as soon	291
takes place, but in any event for not more than the number	219	as possible, but no later than the date stated in Box 16 .	292
of days stated in Box 14 . Such compensation shall be	220	Should the Marine Warranty Surveyor(s) not give	293
deemed liquidated damages and be the Charterers sole	221	approval by the date stipulated in Box 16 , either the	294
remedy for late delivery. Except for the purpose of	222	Charterers or the Owners may elect to terminate this	295
		Charter Party and all freight paid or advanced by the	296

PART II
PROJECTCON - Special Projects Charter Party

Charterers to the Owners shall be promptly refunded.	297	the Charterers immediately upon presentation of the	371
(c) All documentation reasonably required of the	298	Owners' invoice to the Owners' bank account stipulated	372
Owners by the Marine Warranty Surveyor(s) for their	299	in Box 18 .	373
approval of the Transportation shall be submitted to the	300	Should more than 14 days of delay payment have	374
Charterers at the earliest possible stage after this	301	accrued, the Owners are entitled to delay payment on	375
Charter Party is made, if not already submitted earlier.	302	account. The Owners may demand payment against	376
The Charterers shall pay all expenses relating to the	303	presentation of invoices covering the first 14 days and	377
production of documentation related to the cargo and/	304	thereafter for every 7 days.	378
or the Charterers' equipment. The Owners shall pay all	305		
expenses relating to documentation related to the	306	14. Canal Transit	379
Vessels and all other equipment being provided by the	307	(a) If the Transportation is scheduled to pass through	380
Owners in the performance of the Transportation.	308	a canal according to Box 7 , the Charterers are granted	381
(d) The Charterers shall arrange and pay for all the	309	free time for any such transit, and such free time shall	382
Marine Warranty Surveyor(s) services, including their	310	count against the number of hours stipulated in Box 19 .	383
approval of the Vessels and the Transportation.	311	If the Transportation is delayed beyond the free time	384
(e) The Charterers warrant that the full description of	312	stipulated therein, unless the Owners are responsible	385
the cargo mentioned in Box 5 is correct and further	313	for such delay, the Charterers shall pay for such extra	386
warrant that the cargo is in all respects tight, staunch,	314	transit time at the Delay rate stipulated in Box 20 and	387
strong and in every way fit for the Transportation.	315	shall, in addition, pay for all other documented extra	388
Should the cargo and/or its description not be in	316	expenses thereby incurred. Canal transit time is defined	389
compliance with the aforesaid then the Owners shall	317	as from arrival at pilot station or customary waiting place	390
have the option to cancel this Charter Party.	318	or anchorage, whichever is the earlier, and until dropping	391
If the Owners exercise their option to cancel the Charter	319	last outbound pilot when leaving for the open sea.	392
Party in accordance with this Clause the Charterers	320	(b) The freight rate stipulated in Box 17 is based upon	393
shall pay to the Owners the applicable termination fee	321	the Owners paying canal tolls limited to the amount	394
according to the provisions of Clause 20 .	322	stipulated in Box 21 . Any increase in the canal tolls and/	395
		or any additional expenses for the canal transit actually	396
12. Freight	323	paid by the Owners shall be reimbursed by the	397
The lumpsum freight shall be paid according to the	324	Charterers to the Owners upon presentation of the	398
schedule stated in Box 17 . Each instalment shall be	325	Owners' invoice.	399
fully and irrevocably earned when due as set out in	326	(c) Should the transit of a canal be made impossible	400
Box 17 . Freight earned shall be non-returnable whether	327	for reasons beyond the Owners' control, the Charterers	401
the Vessels and/or the cargo are lost or not lost and	328	shall pay for all extra time by which the voyage is thereby	402
whether lost due to perils of the sea or howsoever. The	329	prolonged at the Delay rate stated in Box 20 .	403
freight and all other sums payable to the Owners under	330	The Charterers shall also pay all other expenses,	404
this Charter Party shall be payable without any discount,	331	including for bunkers, in addition to those which would	405
deduction, set-off, lien, claim or counter-claim, and shall	332	normally have been incurred had the Vessels been	406
be paid in the currency and into the Owners' bank	333	standing-by in port less the amount of canal tolls saved	407
account stated in Box 18 .	334	by the Owners for not having transitted the canal.	408
		15. Bunker Escalation	409
13. Free Time/Delay Payment	335	This Charter Party is concluded on the basis of the price	410
(a) The Charterers are allowed the free time stipulated	336	per metric ton and the quantity of bunker oil stated in	411
in Box 19 in the Loading Port(s) and Discharging Port(s)	337	Box 22 .	412
and for canal transit if applicable, Fridays, Saturdays,	338	If the price actually paid by the Owners for this quantity	413
Sundays and holidays included.	339	of bunker oil should be higher, the difference shall be	414
The free time at the Loading Port(s) shall start counting	340	paid by the Charterers to the Owners.	415
after notice of readiness has been tendered, in	341	If the price actually paid by the Owners for this quantity	416
accordance with Clause 10(a) , unless loading has	342	of bunker oil should be lower, the difference shall be	417
commenced earlier and shall count until the cargo is in	343	paid by the Owners to the Charterers.	418
all respects fully seafastened on board the barge and	344		
approved by the Marine Warranty Surveyor(s).	345	16. Ice	419
The free time at the Discharging Port(s) shall start	346	The Vessels shall not be obliged to force ice but, subject	420
counting after notice of readiness has been tendered in	347	to the Owners' approval having due regard to their size,	421
accordance with Clause 10(a) , unless discharge has	348	construction and class, may follow ice-breakers.	422
commenced earlier and shall count until the cargo and	349	(a) <i>Port of Loading</i>	423
all seafastenings/lashings are removed from the barge	350	(i) If at any time after setting out on the approach	424
with deck cleaned and the barge is in all respects ready	351	voyage the Vessels' passage is impeded by ice,	425
for sea.	352	or if on arrival the Loading Port is inaccessible by	426
Time lost in waiting for berth at loading or discharging	353	reason of ice, the Master or Owners shall notify	427
port shall count as free time or time on delay. If the	354	the Charterers thereof and request them to	428
cargo is to be loaded and/or discharged by float-on/	355	nominate a safe and accessible alternative port.	429
float-off method, time used for the actual loading and	356	If the Charterers fail within 48 running hours,	430
discharge operation (dry deck to dry deck) shall not	357	Sundays and holidays included, to make such	431
count as free time or time on delay, unless such time	358	nomination or agree to reckon free time as if the	432
used is due to reasons beyond the Owners' control. (b)	359	port named in the Charter Party were accessible	433
Delay payment shall be payable for all time used in	360	or declare that they cancel the Charter Party, the	434
excess of the free time.	361	Owners shall have the option of cancelling the	435
The Delay rate for the Vessels is the amount stipulated	362	Charter Party. In the event of cancellation by either	436
in Box 20 calculated per day or pro rata for part of a	363	party, the Charterers shall compensate the Owners	437
day.	364	for all proven loss of earnings under this Charter	438
(c) Free time shall not count and delay payments shall	365	Party.	439
not accrue for time lost by reason of strike or lockout of	366	(ii) If at any Loading Port the Master considers that	440
the Master, officers or crew or by reason of breakdown	367	there is a danger of the Vessels being frozen in,	441
of the Vessels or the Owners' equipment.	368	and provided that the Master or Owners immediately	442
(d) The delay payment and other amounts which are	369	notify the Charterers thereof, the Vessels may leave	443
calculated at the delay rate fall due and are payable by	370	with cargo loaded on board and proceed to the	444

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nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessels may proceed to any port(s), whether or not on the customary route for the chartered voyage, to complete with cargo for the Owners' account.	445	20. Termination	518
(b) Port of Discharge	446	(a) Notwithstanding anything else provided herein, the Charterers shall have the right to terminate this Charter Party prior to the barge's arrival at the first Loading Port against payment of the applicable amount stipulated in Box 23 .	519
(i) If the voyage to the Discharging Port is impeded by ice, or if on arrival the Discharging Port is inaccessible by reason of ice, the Master or Owners shall notify the Charterers thereof. In such case, the Charterers shall have the option of keeping the Vessels waiting until the port is accessible against paying compensation in an amount equivalent to the delay rate or of ordering the Vessels to a safe and accessible alternative port.	447	(b) Furthermore, the Charterers shall have the right to terminate this Charter Party after the barge's arrival at the first Loading Port but not later than upon commencement of loading against payment of the applicable amount stipulated in Box 23 plus compensation for all time spent at the first Loading Port at the Delay rate stipulated in Box 20 together with the actual expenses incurred by the Owners in preparation for the loading.	520
If the Charterers fail to make such declaration within 48 running hours, Sundays and holidays included, of the Master or Owners having given notice to the Charterers, the Master may proceed without further notice to the nearest safe and accessible port and there discharge the cargo.	448	(c) If Box 23 is not appropriately filled in then this Clause shall not apply.	521
(ii) If at any Discharging Port the Master considers that there is a danger of the Vessels being frozen in, and provided that the Master or Owners immediately notify the Charterers thereof, the Vessels may leave with cargo remaining on board and proceed to the nearest safe and ice free place and there await the Charterers' nomination of a safe and accessible alternative port within 24 running hours, Sundays and holidays excluded, of the Master's or Owners' notification. If the Charterers fail to nominate such alternative port, the Vessels may proceed to the nearest safe and accessible port and there discharge the remaining cargo.	449	21. Liability and Indemnity	522
(iii) On delivery of the cargo other than at the port(s) named in the Charter Party, all conditions of any cargo note or receipt issued in respect of any shipment hereunder shall apply and the Vessels shall receive the same freight as if discharge had been at the original port(s) of destination, except that if the distance of the substituted port(s) exceeds 100 nautical miles, the freight on the cargo delivered at the substituted port(s) shall be increased proportionately.	450	(a) Definitions	523
	451	For the purpose of this Clause "Owners' Group" shall mean: the Owners, and their contractors and sub-contractors, and Employees, Servants or Agents of any of the foregoing.	524
	452	For the purpose of this Clause "Charterers' Group" shall mean: the Charterers, and their contractors, sub-contractors, co-venturers and Charterers' customers with whom they have a contractual relationship in respect of the job or project on which the Vessels are employed, and Employees, Servants or Agents of any of the foregoing.	525
	453	(b) Notwithstanding anything else contained herein, the Owners shall be liable for all loss or damage of whatsoever nature to or sustained by the Vessels, any liability in respect of wreck removal and the expense of moving, lighting or buoying the Vessels, and any liability in respect of death or injury of any of the Owners Group, and any liability in respect of other cargo on board not the subject of this Charter Party, all of which shall be for the sole account of the Owners without recourse to the Charterers, their servants or agents, and the Owners shall indemnify, defend and hold the Charterers harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	526
	454	(c) Notwithstanding anything else contained herein, the Charterers shall be liable for all loss or damage or delay of whatsoever nature and howsoever caused to or sustained by the cargo, including any property operated, owned, hired and/or leased by any member of the Charterers' Group on board, and any liability in respect of wreck removal and the expense of moving, lighting or buoying the cargo, and any liability in respect of death or injury of any of the Charterers' Group, or the Marine Warranty Surveyor(s) personnel, and all liabilities consequent upon loss, damage or delay to the cargo, all of which shall be for the sole account of the Charterers without recourse to the Owners, their servants or agents or insurers and the Charterers shall indemnify, defend and hold all these harmless from and against any and all claims, losses, costs, damages and expenses of every kind and nature including legal expenses arising from the foregoing.	527
	455	(d) Consequential Damages	528
	456	Neither party shall be liable to the other for any consequential damages whatsoever arising out of or in connection with the performance or non-performance of this Charter Party, and each party shall protect, defend and indemnify the other from and against all such claims from any member of its Group as defined in Clause 21(a).	529
	457	"Consequential damages" shall include, but not be limited to, loss of use, loss of profits, shut-in or loss of production and cost of insurance, whether or not foreseeable at the date of this Charter Party.	530
	458	(e) Any provisions of this Charter Party to the contrary	531
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17. Dangerous Cargo	495		578
If part of the cargo is of an inflammable, explosive or dangerous nature or condition or at any stage may develop into such nature or condition it must be packed and stored or stowed in accordance with IMO Dangerous Goods Code and/or other applicable regulations always to the full satisfaction of the Master. Any delay to the Transportation in this respect shall be paid for by the Charterers at the Delay rate stipulated in Box 20 .	496		579
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18. Lien	505		588
The Owners shall have a lien on the cargo and any Charterers' equipment for all freight and all other expenses in relation to the Transportation including deadfreight, advances, delay payments, damages for detention, general average and salvage including costs for recovering same.	506		589
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19. Substitution	512		595
The Owners shall be entitled at any time before delivery to provide substitute Vessels, provided such substitute Vessels are approved by the Marine Warranty Surveyor(s) and subject also to the Charterers' prior approval, which shall not be unreasonably withheld.	513		596
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notwithstanding, the Owners shall have the benefit of all limitations of, and exemptions from, liability accorded to the Owners or chartered Owners of vessels by any applicable statute or rule of law for the time being in force, and the same benefits to apply regardless of the form of signatures given to this Charter Party.	593 594 595 596 597 598		667 668
22. Bills of Lading, Cargo Notes and Receipts	599		
(a) No bills of lading will be issued for shipments under this Charter Party.	600 601		
(b) The cargo shall be shipped on deck at the Charterers' risk and the Owners not to be responsible for any loss or damage or delay to the cargo whatsoever or howsoever arising and by whatsoever caused.	602 603 604 605		
(c) In the event of a conflict of conditions between this Charter Party and any cargo note or receipt issued in respect of any shipment hereunder, the terms, conditions, liberties, clauses and exceptions of this Charter Party, including Clause 31 (BIMCO Dispute Resolution Clause), shall prevail.	606 607 608 609 610 611		
23. Insurance	612		
(a) Without prejudice to the Charterers' obligations and liabilities under this Charter Party, the Charterers shall take out and, in their name and at their expense, maintain at all material times and throughout the duration of this Charter Party a policy or policies of insurance in respect of all loss or damage to the cargo up to the full value of the cargo including but not limited to a policy or policies comprising All Risks cargo cover and cover against liabilities to third parties (including liability in respect of death and injury and claims for consequential loss), and wreck removal of the cargo. The Charterers shall arrange at their expense that the Owners shall be named as co-insured under the said policy or policies of insurance and arrange that the underwriters waive the right of subrogation. Co-insurance and waiver of subrogation shall be given only in so far as these relate to liabilities which are properly the responsibility of the Charterers under the terms of this Charter Party. The Charterers hereby agree to produce the original certificates of insurance maintained hereunder to the Owners or their appointed representatives when requested so to do.	613 614 615 616 617 618 619 620 621 622 623 624 625 626 627 628 629 630 631 632 633 634		
(b) The Owners shall arrange at their expense such insurance(s) as required to protect the Charterers against the Owners' liabilities under Clause 21(b) . The Owners hereby agree to produce the original certificate(s) of insurance maintained hereunder to the Charterers or their appointed representatives when requested to do so.	635 636 637 638 639 640		
24. Himalaya Clause	641		
(a) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Charterers shall also apply to and be for the benefit of the Charterers' parent, affiliated, related and subsidiary companies; the Charterers' contractors, sub-contractors, clients, joint venturers and joint interest Owners (always with respect to the job or project on which the tug and barge are employed); their respective employees and their respective underwriters.	642 643 644 645 646 647 648 649 650 651 652		
(b) All exceptions, exemptions, defences, immunities, limitations of liability, indemnities, privileges and conditions granted or provided by this Charter Party or by any applicable statute, rule or regulation for the benefit of the Owners shall also apply to and be for the benefit of the Owners' parent, affiliated, related and subsidiary companies, the Owners' contractors, sub-contractors, the tug, its Master, Officers and Crew, the barge, their registered Owner, their operator, their demise charterer(s), their respective employees and their respective underwriters.	653 654 655 656 657 658 659 660 661 662 663		
(c) The Owners or the Charterers shall be deemed to be acting as agent or trustee of and for the benefit of all such persons and parties set forth above, but only for	664 665 666		
the limited purpose of contracting for the extension of such benefits to such persons and parties.			667 668
25. Both-to-Blame Collision Clause			669
If the Vessels come into collision with another vessel as a result of the negligence of the other vessel and any act, neglect or default of the Master, mariner, pilot or the servants of the Owners in the navigation or in the management of the Vessels, the Owners of the cargo carried hereunder will indemnify the Owners against all loss or liability to the other or non-carrying vessel or her Owners in so far as such loss or liability represents loss of, or damage to, or any claim whatsoever of the Owners of the said cargo, paid or payable by the other or non-carrying vessel or her Owners to the Owners of said cargo and set-off, recouped or recovered by the other or non-carrying vessel or her Owners as part of their claim against the carrying Vessels or Owners. The foregoing provisions shall also apply where the Owners, operators or those in charge of any vessel or vessels or objects other than, or in addition to, the colliding vessels or objects are at fault in respect of a collision or contact.			670 671 672 673 674 675 676 677 678 679 680 681 682 683 684 685 686 687 688
26. General Average and New Jason Clause			689
General Average shall be adjusted and settled in London unless otherwise stated in Box 25 , according to the York/Antwerp Rules, 1994. Should adjustment be made in accordance with the law and practice of the United States of America, the following clause shall apply:			690 691 692 693 694 695
" In the event of accident, danger, damage or disaster before or after the commencement of the voyage, resulting from any cause whatsoever, whether due to negligence or not, for which, or for the consequence of which, the Owners are not responsible, by statute, contract or otherwise, the cargo, shippers, consignees or Owners of the cargo shall contribute with the Owners in general average to the payment of any sacrifices, loss or expenses of a general average nature that may be made or incurred and shall pay salvage and special charges incurred in respect of the cargo. If a salving vessel is owned or operated by the Owners, salvage shall be paid for as fully as if the said salving vessel or vessels belonged to strangers. Such deposit as the Owners, or their agents, may deem sufficient to cover the estimated contribution of the cargo and any salvage and special charges thereon shall, if required, be made by the cargo, shippers, consignees or Owners of the cargo to the Owners before delivery".			696 697 698 699 700 701 702 703 704 705 706 707 708 709 710 711 712 713 714
27. War Risks (VOYWAR 2004)			715
(a) For the purpose of this Clause, the words:			716
(i) "Owners" shall include the ship Owners, bareboat charterers, disponent Owners, managers or other operators who are charged with the management of the Vessels, and the Master; and			717 718 719 720
(ii) "War Risks" shall include any actual, threatened or reported:			721 722
war; act of war; civil war; hostilities; revolution; rebellion; civil commotion; warlike operations; laying of mines; acts of piracy; acts of terrorists; acts of hostility or malicious damage; blockades (whether imposed against all vessels or imposed selectively against vessels of certain flags or Ownership, or against certain cargoes or crews or otherwise howsoever); by any person, body, terrorist or political group, or the Government of any state whatsoever, which, in the reasonable judgement of the Master and/or the Owners, may be dangerous or are likely to be or to become dangerous to the Vessels, their cargo, crew or other persons on board the Vessels.			723 724 725 726 727 728 729 730 731 732 733 734 735 736
(b) If at any time before the Vessels commence loading, it appears that, in the reasonable judgement of the Master and/or the Owners, performance of the Charter Party, or any part of it, may expose, or is likely			737 738 739 740

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to expose, the Vessels, their cargo, crew or other persons on board the Vessels to War Risks, the Owners may give notice to the Charterers cancelling this Charter Party, or may refuse to perform such part of it as may expose, or may be likely to expose, the Vessels, their cargo, crew or other persons on board the Vessels to War Risks; provided always that if this Charter Party provides that loading or discharging is to take place within a range of ports, and at the port or ports nominated by the Charterers the Vessels, their cargo, crew, or other persons on board the Vessels may be exposed, or may be likely to be exposed, to War Risks, the Owners shall first require the Charterers to nominate any other safe port which lies within the range for loading or discharging, and may only cancel this Charter Party if the Charterers shall not have nominated such safe port or ports within 48 hours of receipt of notice of such requirement.	741 742 743 744 745 746 747 748 749 750 751 752 753 754 755 756 757 758		817 818 819 820 821 822 823 824 825 826 827 828 829 830 831 832
(c) The Owners shall not be required to continue to load cargo for any voyage, or to sign Bills of Lading for any port or place, or to proceed or continue on any voyage, or on any part thereof, or to proceed through any canal or waterway, or to proceed to or remain at any port or place whatsoever, where it appears, either after the loading of the cargo commences, or at any stage of the voyage thereafter before the discharge of the cargo is completed, that, in the reasonable judgement of the Master and/or the Owners, the Vessels, their cargo (or any part thereof), crew or other persons on board the Vessels (or any one or more of them) may be, or are likely to be, exposed to War Risks. If it should so appear, the Owners may by notice request the Charterers to nominate a safe port for the discharge of the cargo or any part thereof, and if within 48 hours of the receipt of such notice, the Charterers shall not have nominated such a port, the Owners may discharge the cargo at any safe port of their choice (including the port of loading) in complete fulfilment of the Charter Party. The Owners shall be entitled to recover from the Charterers the extra expenses of such discharge and, if the discharge takes place at any port other than the Loading Port, to receive the full freight as though the cargo had been carried to the Discharging Port and if the extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route, the Owners having a lien on the cargo for such expenses and freight.	759 760 761 762 763 764 765 766 767 768 769 770 771 772 773 774 775 776 777 778 779 780 781 782 783 784 785 786 787 788 789		833 834 835 836 837 838 839 840 841 842 843 844
(d) If at any stage of the voyage after the loading of the cargo commences, it appears that, in the reasonable judgement of the Master and/or the Owners, the Vessels, their cargo, crew or other persons on board the Vessels may be, or are likely to be, exposed to War Risks on any part of the route (including any canal or waterway) which is normally and customarily used in a voyage of the nature contracted for, and there is another longer route to the Discharging Port, the Owners shall give notice to the Charterers that this route will be taken. In this event the Owners shall be entitled, if the total extra distance exceeds 100 miles, to additional freight which shall be the same percentage of the freight contracted for as the percentage which the extra distance represents to the distance of the normal and customary route.	790 791 792 793 794 795 796 797 798 799 800 801 802 803 804 805		845 846 847 848 849 850 851 852 853 854 855 856
(e) (i) The Owners may effect war risks insurance in respect of the Hull and Machinery of the Vessels and their other interests (including, but not limited to, loss of earnings and detention, the crew and their Protection and Indemnity Risks), and the premiums and/or calls therefor shall be for their account. (ii) If the Underwriters of such insurance should require payment of premiums and/or calls because, pursuant to the Charterers' orders, or in order to fulfil the Owners' obligation under this	806 807 808 809 810 811 812 813 814 815 816	(f) The Vessels shall have liberty:- (i) to comply with all orders, directions, recommendations or advice as to departure, arrival, routes, sailing in convoy, ports of call, stoppages, destinations, discharge of cargo, delivery or in any way whatsoever which are given by the Government of the Nation under whose flag the Vessels sail, or other Government to whose laws the Owners are subject, or any other Government which so requires, or any body or group acting with the power to compel compliance with their orders or directions; (ii) to comply with the orders, directions or recommendations of any war risks underwriters who have the authority to give the same under the terms of the war risks insurance; (iii) to comply with the terms of any resolution of the Security Council of the United Nations, the effective orders of any other Supranational body which has the right to issue and give the same, and with national laws aimed at enforcing the same to which the Owners are subject, and to obey the orders and directions of those who are charged with their enforcement; (iv) to discharge at any other port any cargo or part thereof which may render the Vessels liable to confiscation as a contraband carrier; (v) to call at any other port to change the crew or any part thereof or other persons on board the Vessels when there is reason to believe that they may be subject to internment, imprisonment or other sanctions; (vi) where cargo has not been loaded or has been discharged by the Owners under any provisions of this Clause, to load other cargo for the Owners' own benefit and carry it to any other port or ports whatsoever, whether backwards or forwards or in a contrary direction to the ordinary or customary route. (g) If in compliance with any of the provisions of sub-clauses (b) to (f) of this Clause anything is done or not done, such shall not be deemed to be a deviation, but shall be considered as due fulfilment of the Charter Party.	857 858 859 860 861 862 863 864 865 866 867 868 869 870 871 872 873 874 875 876
	28.	Interests If any amounts due under this Charter Party are not paid when due, then interest at the rate stated in Box 26 shall be paid on all such amounts until payment is received.	877 878 879 880 881
	29.	Agency The Vessels shall be addressed to Charterers' agents at Port(s) of Loading and Port(s) of discharging.	882 883 884
	30.	Brokerage The Owners shall pay a brokerage at the rate stated in Box 27 to the Broker(s) mentioned in Box 27 on any freight, delay payment and/or termination fee paid under this Charter Party. If the full amounts as aforesaid are not paid owing to	885 886 887 888 889 890

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breach of this Charter Party by either of the parties, the party liable therefor shall indemnify the Broker(s) against his or their loss of brokerage.	891 892 893			
31. BIMCO Dispute Resolution Clause	894			
*) (a) This Charter Party shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Charter Party 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. The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms current at the time when the arbitration proceedings are commenced. 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. 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. Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator. 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.	895 896 897 898 899 900 901 902 903 904 905 906 907 908 909 910 911 912 913 914 915 916 917 918 919 920 921 922 923 924 925 926 927 928 929 930 931			
*) (b) This Charter Party 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 Charter Party 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. 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 Shortened Arbitration Procedure of the Society of Maritime Arbitrators, Inc. current at the time when the arbitration proceedings are commenced.	932 933 934 935 936 937 938 939 940 941 942 943 944 945 946 947 948 949 950			
*) (c) This Charter Party 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 Charter Party shall be referred to arbitration at a mutually agreed place, subject to the procedures applicable there.	951 952 953 954 955 956			
(d) Notwithstanding (a), (b) or (c) above, the parties may agree at any time to refer to mediation any difference and/or dispute arising out of or in connection with this Charter Party. In the case of a dispute in respect of which arbitration has been commenced under (a), (b) or (c) above, the following shall apply:	957 958 959 960 961 962 963			
(i) Either party may at any time and from time to time elect to refer the dispute or part of the dispute to	964 965			
mediation by service on the other party of a written notice (the "Mediation Notice") calling on the other party to agree to mediation.				966 967 968
(ii) The other party shall thereupon within 14 calendar days of receipt of the Mediation Notice confirm that they agree to mediation, in which case the parties shall thereafter agree a mediator within a further 14 calendar days, failing which on the application of either party a mediator will be appointed promptly by the Arbitration Tribunal ("the Tribunal") or such person as the Tribunal may designate for that purpose. The mediation shall be conducted in such place and in accordance with such procedure and on such terms as the parties may agree or, in the event of disagreement, as may be set by the mediator.				969 970 971 972 973 974 975 976 977 978 979 980 981
(iii) If the other party does not agree to mediate, that fact may be brought to the attention of the Tribunal and may be taken into account by the Tribunal when allocating the costs of the arbitration as between the parties.				982 983 984 985 986
(iv) The mediation shall not affect the right of either party to seek such relief or take such steps as it considers necessary to protect its interest.				987 988 989
(v) Either party may advise the Tribunal that they have agreed to mediation. The arbitration procedure shall continue during the conduct of the mediation but the Tribunal may take the mediation timetable into account when setting the timetable for steps in the arbitration.				990 991 992 993 994 995
(vi) Unless otherwise agreed or specified in the mediation terms, each party shall bear its own costs incurred in the mediation and the parties shall share equally the mediator's costs and expenses.				996 997 998 999
(vii) The mediation process shall be without prejudice and confidential and no information or documents disclosed during it shall be revealed to the Tribunal except to the extent that they are disclosable under the law and procedure governing the arbitration.				1000 1001 1002 1003 1004
<i>(Note: the parties should be aware that the mediation process may not necessarily interrupt time limits.)</i>				1005 1006
(e) If Box 28 in Part I is not appropriately filled in, Clause 31(a) of this Clause shall apply. Clause 31(d) shall apply in all cases.				1007 1008 1009
*) Clauses 31(a), 31(b) and 31(c) are alternatives; indicate alternative agreed in Box 28.				1010 1011
32. BIMCO ISPS/MTSA Clause for Voyage Charter Parties				1012 1013
(a) (i) The Owners shall comply with the requirements of the International Code for the Security of Ships and of Port Facilities and the relevant amendments to Chapter XI of SOLAS (ISPS Code) relating to the Vessel and "the Company" (as defined by the ISPS Code). If trading to or from the United States or passing through United States waters, the Owners shall also comply with the requirements of the US Maritime Transportation Security Act 2002 (MTSA) relating to the Vessel and the "Owner" (as defined by the MTSA).				1014 1015 1016 1017 1018 1019 1020 1021 1022 1023 1024
(ii) Upon request the Owners shall provide the Charterers with a copy of the relevant International Ship Security Certificate (or the Interim International Ship Security Certificate) and the full style contact details of the Company Security Officer (CSO).				1025 1026 1027 1028 1029
(iii) Except as otherwise provided in this Charter Party, loss, damages, expense or delay (excluding consequential loss, damages, expense or delay) caused by failure on the part of the Owners or "the Company"/"Owner" to comply with the requirements of the ISPS Code/MTSA or this Clause shall be for the Owners' account.				1030 1031 1032 1033 1034 1035 1036
(b) (i) The Charterers shall provide the Owners and the Master with their full style contact details and, upon request, any other information the Owners require to comply with the ISPS Code/MTSA.				1037 1038 1039 1040

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(ii) Except as otherwise provided in this Charter Party, loss, damages or expense (excluding consequential loss, damages or expense) caused by failure on the part of the Charterers to comply with this Clause shall be for the Charterers' account and any delay caused by such failure shall count as laytime or time on demurrage.	1041 1042 1043 1044 1045 1046 1047	solely arising out of or related to security regulations or measures required by the port facility or any relevant authority in accordance with the ISPS Code/MTSA including, but not limited to, security guards, launch services, tug escorts, port security fees or taxes and inspections, shall be for the Charterers' account, unless such costs or expenses result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers. All measures required by the Owners to comply with the Ship Security Plan shall be for the Owners' account.	1067 1068 1069 1070 1071 1072 1073 1074 1075 1076 1077 1078
(c) Provided that the delay is not caused by the Owners' failure to comply with their obligations under the ISPS Code/MTSA, the following shall apply:	1048 1049 1050	(e) If either party makes any payment which is for the other party's account according to this Clause, the other party shall indemnify the paying party.	1079 1080 1081
(i) Notwithstanding anything to the contrary provided in this Charter Party, the Vessel shall be entitled to tender Notice of Readiness even if not cleared due to applicable security regulations or measures imposed by a port facility or any relevant authority under the ISPS Code/MTSA.	1051 1052 1053 1054 1055 1056	33. BIMCO Notices Clause	1082
(ii) Any delay resulting from measures imposed by a port facility or by any relevant authority under the ISPS Code/MTSA shall count as laytime or time on demurrage, unless such measures result solely from the negligence of the Owners, Master or crew or the previous trading of the Vessel, the nationality of the crew or the identity of the Owners' managers.	1057 1058 1059 1060 1061 1062 1063 1064	(a) All notices given by either party or their agents to the other party or their agents in accordance with the provisions of this Charter Party shall be in writing.	1083 1084 1085
(d) Notwithstanding anything to the contrary provided in this Charter Party, any costs or expenses whatsoever	1065 1066	(b) For the purposes of this Charter Party, "in writing" shall mean any method of legible communication. A notice may be given by any effective means including, but not limited to, cable, telex, fax, e-mail, registered or recorded mail, or by personal service.	1086 1087 1088 1089 1090