



Approved by the International Ship Managers' Association (ISMA)

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1. Date of Agreement	THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) STANDARD CREW MANAGEMENT AGREEMENT (LUMP SUM) CODE NAME: "CREWMAN B - LUMP SUM"	
2. Owners (state name, place of registered office and law of registry) (Cl. 1) _____ Name _____ Place of registered office _____ Law of registry	PART I 3. Crew Managers (state name, place of registered office and law of registry) (Cl. 1) _____ Name _____ Place of registered office _____ Law of registry	
4. Day and year of commencement of Agreement (Cl. 2, 6.6(i) and 14)	5. Day and year of termination of Agreement (Cl. 14)	
6. Crew insurance arrangements (state "yes" or "no" as agreed) (Cl.3.2)	7. Flag of the Vessel (Cl. 3.1(ii) and 5.5)	
8. Insurance arrangements (state alternative (a), (b) or (c) of Cl. 5.7(iii))	9. Crew management lump sum (state monthly amount) (Cl. 6.1)	
10. Vessel's regular trading area (state port or area)(Cl. 6.2(iv))	11. Crew overtime expenses (state amount covered by the lump sum) (Cl. 6.3)	
12. Initial crew transportation costs (state if for Crew Managers' account) (Cl.6.4)	13. Lay up or extensive repairs (Cl. 6.7) _____ Number of months lay up or extensive repairs in excess of which revision of the lump sum and re-manning to be agreed	
14. Termination (state number of months lump sum payable) (Cl. 15.6)	15. Law and Arbitration (state 16.1, 16.2 or 16.3 of Cl. 16 as agreed; if 16.3 agreed place of arbitration must be stated) (Cl. 16)	
16. Notices (state postal and cable address, telex and fax number for service of notice and communication to the Owners) (Cl. 17)	17. Notices (state postal and cable address, telex and fax number for service of notice and communication to the Crew Managers) (Cl. 17)	

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" and ANNEX "B" 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" and ANNEX "B" to the extent of such conflict but no further.

Signature(s) (Owners)	Signature(s) (Crew Managers)
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PART II

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the Company;	125	first monthly lump sum being payable on the commencement of	189
5.3 inform the Crew Managers prior to ordering the Vessel to	126	this Agreement.	190
any area excluded by war risks underwriters by virtue of the current	127	6.2 The lump sum shall include:	191
London market war risks trading warranties and pay whatever	128	(i) all payments which are due to or on behalf of the Crew in	192
additional costs may properly be incurred by the Crew Managers	129	accordance with their contracts of employment, subject to any	193
as a consequence of such orders including, if necessary, the costs	130	limitation on overtime hours in accordance with sub-clause 6.3;	194
of replacing the Crew. Any delays resulting from the negotiation	131	(ii) all costs incurred in providing insurance cover including any	195
with or replacement of the Crew as a result of the Vessel being	132	deductibles;	196
ordered to a war zone shall be for the Owners' account;	133	(iii) the cost of obtaining all documentation necessary for the	197
5.4 agree with the Crew Managers prior to any change of flag of	134	Crew's employment, including but not limited to medical and	198
the Vessel and pay whatever additional costs may properly be	135	vaccination certificates, passports, visas, seaman's books, licenses	199
incurred by the Crew Managers as a consequence of such change;	136	and crew lists;	200
5.5 provide, at no cost to the Crew Managers, in accordance	137	(iv) the cost of transportation of the Crew to and from the Vessel	201
with the requirements of the law of the flag of the Vessel stated in	138	including hotel expenses and food while travelling, other than the	202
Box 7, or higher standard, as mutually agreed, adequate Crew	139	initial Crew transportation costs in accordance with sub-clause 6.4.	203
accommodation and living standards;	140	All travelling expenses are based on the Vessel trading regularly to	204
5.6 reimburse the Crew Managers, where the Crew Managers	141	the port or area shown in Box 10. Should the Crew Managers have	205
provide provisions, for any food consumed on board other than	142	to pay any additional travelling expenses by reason of the Vessel	206
by the Crew or any Connected Person and compensate the Crew	143	not calling regularly at the above port or area, any excess travelling	207
Managers or provide replacement for any losses of foodstuffs	144	costs/expenses shall be charged to the Owners separately, on terms	208
caused exclusively by the breakdown of the refrigeration plant	145	to be agreed;	209
and machinery; and	146	(v) port disbursements and fees in respect of Crew matters;	210
5.7 procure that throughout the period of this Agreement:	147	(vi) the cost of crew mail and Crew's communications from the	211
(i) at the Owners' expense, the Vessel is insured for not less	148	Vessel;	212
than her sound market value or entered for her full gross tonnage,	149	(vii) the cost of food for the Crew.	213
as the case may be, for:	150	The Crew Managers and the Owners shall, respectively at the	214
(a) usual hull and machinery marine risks (including crew	151	commencement and termination of this Agreement, take over and	215
negligence) and excess liabilities;	152	pay for all unbrought provisions on board the Vessel at a price to	216
(b) protection and indemnity risks, including pollution risks, and	153	be mutually agreed;	217
diversion expenses, but excluding crew risks in accordance	154	(viii) working clothes; and	218
with sub-clause 3.2(i), if separately insured by the Crew	155	(ix) all other costs and expenses necessarily incurred by the Crew	219
Managers; and	156	Managers in providing the Crew Management Services.	220
(c) war risks (including protection and indemnity and crew	157	6.3 The amount of Crew overtime covered by the lump sum shall	221
risks);	158	be as stated in Box 11. If overtime exceeds that amount the Owners	222
in accordance with the best practice of prudent owners of	159	shall pay for the excess at the rates set out in Annex "B".	223
vessels of a similar type to the Vessel, with first class insurance	160	6.4 Unless otherwise agreed and stated in Box 12, the Owners	224
companies, underwriters or associations ('the Owners'	161	shall bear the initial Crew transportation costs from the point of	225
Insurances');	162	departure from their country of domicile at the commencement	226
(ii) all premiums and calls on the Owners' Insurances are paid	163	of this Agreement.	227
promptly by their due date;	164	6.5 Any invoices submitted by the Crew Managers for	228
(iii) the Owners' Insurances name the Crew Managers and, subject	165	expenditure properly and reasonably incurred by them in the	229
to underwriters' agreement, any third party designated by the Crew	166	discharge of their duties under this Agreement and which is not	230
Managers as a joint assured, with full cover, with the Owners	167	included in the Crew Management Services but which is payable	231
obtaining cover in respect of each of the insurances specified in	168	by the Owners, including but not limited to consequential costs	232
sub-clause 5.7(i) above:	169	of lay up or repairs (sub-clause 6.7), excess overtime (sub-clause	233
(a) on terms whereby the Crew Managers and any such third	170	6.3) and the initial Crew transportation costs (sub-clause 6.4)	234
party are liable in respect of premiums or calls arising in	171	shall be paid by the Owners at the time of the payment of the	235
connection with the Owners' Insurances; or	172	next lump sum due under sub-clause 6.1 or, in case of	236
(b) if reasonably obtainable, on terms such that neither the	173	termination of the Agreement, before disembarkation of the Crew.	237
Crew Managers nor any such third party shall be under any	174	6.6 (i) The lump sum shall be renegotiated annually. Not less	238
liability in respect of premiums or calls arising in connection	175	than three (3) months before the anniversary date of the	239
with the Owners' Insurances; or	176	commencement of this Agreement specified in Box 4, the Crew	240
(c) on such terms as may be agreed in writing.	177	Managers shall submit to the Owners a proposed lump sum	241
Note: indicate alternative (a), (b) or (c) of sub-clause 5.7(iii) in	178	figure to be applicable for the forthcoming year;	242
Box 8. If Box 8 is left blank then (a) applies.	179	(ii) The Owners shall indicate to the Crew Managers their	243
(iv) written evidence is provided, to the reasonable satisfaction of	180	acceptance or rejection of the proposed revised lump sum within	244
the Crew Managers, of their compliance with their obligations under	181	one month of presentation, failing which the Crew Managers	245
this Clause within a reasonable time of the commencement of the	182	shall be entitled to assume that the Owners have accepted the	246
Agreement, and of each renewal date and, if specifically requested,	183	said lump sum.	247
of each payment date of the Owners' Insurances.	184	6.7 In the event of lay up or extensive repairs to the Vessel	248
6. Crew Management Lump Sum	185	that last for more than the number of months stated in Box 13,	249
6.1 The Owners shall pay the Crew Managers for their services	186	the parties shall mutually agree the extent of down-manning	250
as crew managers under this Agreement a monthly lump sum in	187	required, together with the revision of the lump sum and re-	251
the amount stated in Box 9 which shall be payable in advance, the	188	manning arrangements for the period exceeding the number of	252
		months stated in Box 13 until one month before the Vessel is	253

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again put into service. Consequential costs of reduction and reinstatement of the Crew shall be for the Owners' account. In the event that the parties cannot agree, the Agreement shall be terminated in accordance with Clause 14. 254 255 256 257

7. **Trading Restrictions** 258
The Owners and the Crew Managers will, prior to the commencement of this Agreement, agree on any trading restrictions to the Vessel that may result from the terms and conditions of the Crew's employment. 259 260 261 262

8. **Replacement** 263
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. 264 265 266 267 268 269 270

9. **Crew Managers' Right to Sub-contract** 271
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. 272 273 274 275 276 277

10. **Responsibilities** 278
10.1 Force Majeure. Neither the Owners nor the Crew Managers shall be under any liability for any failure to perform any of their obligations hereunder by reason of any cause whatsoever of any nature or kind beyond their reasonable control. 279 280 281 282
10.2 Crew Managers' liability to Owners. Without prejudice to sub-clause 10.1 the Crew Managers shall be under no liability whatsoever to the Owners for any loss, damage, delay or expense of whatsoever nature, whether direct or indirect (including but not limited to loss of profit arising out of or in connection with detention of or delay to the Vessel) and howsoever arising in the course of performance of the Crew Management Services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Crew Managers or any of their employees or agents, or sub-contractors employed by them in connection with the Vessel, in which case (save where loss, damage, delay or expense has resulted from the Crew Managers' personal act or omission committed with the intent to cause same or recklessly and with knowledge that such loss, damage, delay or expense would probably result) the Crew Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of six (6) times the monthly lump sum payable hereunder. 283 284 285 286 287 288 289 290 291 292 293 294 295 296 297 298 299
10.3 Acts or omissions of the Crew. Notwithstanding anything that may appear to the contrary in this Agreement, the Crew Managers shall not be liable for any act or omission of the Crew, even if such acts or omissions are negligent, grossly negligent or wilful, except only to the extent that they are shown to have resulted from a failure by the Crew Managers to discharge their obligations under Clause 4, in which case their liability shall be limited in accordance with the terms of this Clause 10. 300 301 302 303 304 305 306 307 308
10.4 Indemnity. Except to the extent and solely for the amount therein set out that the Crew Managers would be liable under sub-clause 10.2 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 309 310 311 312 313 314

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. 315 316 317 318 319 320 321
10.5 "Himalaya". It is hereby expressly agreed that no employee or agent of the Crew Managers (including every sub-contractor from time to time employed by the Crew Managers) shall in any circumstances whatsoever be under any liability whatsoever to the Owners for any loss, damage or delay of whatsoever kind arising or resulting directly or indirectly from any act, neglect or default on his part while acting in the course of or in connection with his employment and, without prejudice to the generality of the foregoing provisions in this Clause, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Crew Managers or to which the Crew Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Crew Managers acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Crew Managers are or shall be deemed to be acting as agent or trustee on behalf of 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. 322 323 324 325 326 327 328 329 330 331 332 333 334 335 336 337 338 339 340 341

11. **Documentation** 342
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. 343 344 345 346 347 348 349 350

12. **General Administration** 351
12.1 The Crew Managers shall handle and settle all claims arising out of the Crew Management Services hereunder and keep the Owners informed regarding any incident of which the Crew Managers become aware, which may be material to the operation of the Vessel. 352 353 354 355
12.2 Any costs incurred by the Crew Managers in carrying out their obligations according to Clause 12 shall be reimbursed by the Owners. 356 357 358 359
12.3 The Owners shall arrange for the provision of any necessary guarantee bond or other security, in the first instance. 360 361

13. **Compliance with Laws and Regulations** 362
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. 363 364 365

14. **Duration of the Agreement** 366
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. 367 368 369 370 371 372 373

15. **Termination** 374

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15.1 Owners' Default	375	best endeavours to minimise such Severance Costs.	440
(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 6 or if the Vessel is repossessed by the Mortgagees.	376 377 378 379 380	15.7 The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.	441 442 443
(ii) If the Owners:	381	16. Law and Arbitration	444
(a) fail to meet their obligations under Clause 5 of this Agreement for any reason within their control, or	382 383 384	16.1 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.	445 446 447 448 449
(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,	385 386 387 388 389 390	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.	450 451 452 453
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.	391 392 393 394 395 396	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.	454 455 456 457 458 459 460 461 462 463 464 465 466 467
15.2 Crew Managers' Default. If the Crew Managers fail to meet their obligations under Clause 4 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.	397 398 399 400 401 402 403 404	Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	468 469
15.3 Extraordinary Termination. 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.	405 406 407 408 409	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.	470 471 472 473 474
15.4 For the purpose of sub-clause 15.3 hereof:	410	16.2 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.	475 476 477 478 479 480 481 482 483 484 485
(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;	411 412 413	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.	486 487 488 489 490 491
(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	414 415 416 417 418 419	16.3 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.	492 493 494 495 496
(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 15.4(ii).	420 421 422 423 424	16.4 If Box 15 in Part I is not appropriately filled in, sub-clause 16.1 of this Clause shall apply.	497 498
15.5 This Agreement shall terminate forthwith in the event of an order being made or resolution passed for the winding up, dissolution, liquidation or bankruptcy of either party (otherwise than for the purpose of reconstruction or amalgamation) or if a receiver is appointed, or if it suspends payment, ceases to carry on business or makes any special arrangement or composition with its creditors.	425 426 427 428 429 430 431	<i>Note: 16.1, 16.2 and 16.3 are alternatives; indicate alternative agreed in Box 15.</i>	499 500
15.6 In the event of this Agreement being terminated by either party in accordance with sub-clauses 15.1 or 15.3, the lump sum shall continue to be payable from the date on which the Crew leave the Vessel for the number of months stated in Box 14. The Owners shall also pay such reasonable Severance Costs as the Crew Managers can prove that they have incurred to the extent that such Severance Costs exceed the lump sum for the number of months stated in Box 14. The Crew Managers shall use their	432 433 434 435 436 437 438 439	17. Notices	501
		17.1 Any notices to be given by either party to the other party	502

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shall be in writing and may be sent by fax, telex, registered or 503
recorded mail or by personal service. 504

17.2 The address of the Parties for service of such commu- 505
nication shall be as stated in Boxes 16 and 17 respectively. 506

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ANNEX "A" (DETAILS OF VESSEL OR VESSELS) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD CREW MANAGEMENT AGREEMENT (LUMP SUM)
CODE NAME: "CREWMAN B - LUMP SUM"

Date of Agreement:

Draft Copy

Name of Vessel(s):

Particulars of Vessel(s):

Draft Copy

ANNEX "B" (DETAILS OF CREW) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD CREW MANAGEMENT AGREEMENT (LUMP SUM)
CODE NAME:"CREWMAN B - LUMP SUM"

Date of Agreement:

Draft Copy

Name of Vessel:

Details of Crew:

Numbers

Rank

Nationality

Overtime Rates

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