



THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
 STANDARD SHIP MANAGEMENT AGREEMENT
 CODE NAME: "SHIPMAN 98"

Part I

Approved by
 the International Ship Managers' Association (ISMA)

Approved by
 the Documentary Committee of The
 Japan Shipping Exchange Inc., Tokyo

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1. Date of Agreement	THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO) STANDARD SHIP MANAGEMENT AGREEMENT CODE NAME: "SHIPMAN 98"	
2. Owners (name, place of registered office and law of registry) (Cl. 1)	3. Managers (name, place of registered office and law of registry) (Cl. 1)	
Name	Name	
Place of registered office	Place of registered office	
Law of registry	Law of registry	
4. Day and year of commencement of Agreement (Cl. 2)	5. Crew Management (state "yes" or "no" as agreed) (Cl. 3.1)	
	6. Technical Management (state "yes" or "no" as agreed) (Cl. 3.2)	
7. Commercial Management (state "yes" or "no" as agreed) (Cl. 3.3)	8. Insurance Arrangements (state "yes" or "no" as agreed) (Cl. 3.4)	
9. Accounting Services (state "yes" or "no" as agreed) (Cl. 3.5)	10. Sale or purchase of the Vessel (state "yes" or "no" as agreed) (Cl. 3.6)	
11. Provisions (state "yes" or "no" as agreed) (Cl. 3.7)	12. Bunkering (state "yes" or "no" as agreed) (Cl. 3.8)	
13. Chartering Services Period (only to be filled in if "yes" stated in Box 7) (Cl. 3.3(ii))	14. Owners' Insurance (state alternative (i), (ii) or (iii) of Cl. 6.3)	
15. Annual Management Fee (state annual amount) (Cl. 8.1)	16. Severance Costs (state maximum amount) (Cl. 8.4(ii))	
17. Day and year of termination of Agreement (Cl. 17)	18. Law and Arbitration (state alternative 19.1, 19.2 or 19.3; if 19.3 place of arbitration must be stated) (Cl. 19)	
19. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Owners) (Cl. 20)	20. Notices (state postal and cable address, telex and telefax number for serving notice and communication to the Managers) (Cl. 20)	

It is mutually agreed between the party stated in Box 2 and the party stated in Box 3 that this Agreement consisting of PART I and PART II as well as Annexes "A" (Details of Vessel), "B" (Details of Crew), "C" (Budget) and "D" (Associated vessels) attached hereto, shall be performed subject to the conditions contained herein. In the event of a conflict of conditions, the provisions of PART I and Annexes "A", "B", "C" and "D" shall prevail over those of PART II to the extent of such conflict but no further..

Signature(s) (Owners)	Signature(s) (Managers)
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**ANNEX "A" (DETAILS OF VESSEL OR VESSELS) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: "SHIPMAN 98"**

Date of Agreement:

Name of Vessel(s):

Particulars of Vessel(s):

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**ANNEX “B” (DETAILS OF CREW) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: “SHIPMAN 98”**

Date of Agreement:

Details of Crew:

Numbers

Rank

Nationality

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**ANNEX “C” (BUDGET) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: “SHIPMAN 98”**

Date of Agreement:

Managers’ Budget for the first year with effect from the Commencement Date of this Agreement:

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**ANNEX “D” (ASSOCIATED VESSELS) TO
THE BALTIC AND INTERNATIONAL MARITIME COUNCIL (BIMCO)
STANDARD SHIP MANAGEMENT AGREEMENT - CODE NAME: “SHIPMAN 98”**

**NOTE: PARTIES SHOULD BE AWARE THAT BY COMPLETING THIS ANNEX “D”
THEY WILL BE SUBJECT TO THE PROVISIONS OF SUB-CLAUSE 18.1(i) OF THIS
AGREEMENT.**

Date of Agreement:

Details of Associated Vessels:

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insured values, deductibles and franchises.	132	6. Insurance Policies	193
3.5 Accounting Services	133	The Owners shall procure, whether by instructing the Managers	194
<i>(only applicable if agreed according to Box 9)</i>	134	under sub-clause 3.4 or otherwise, that throughout the period of	195
The Managers shall:	135	this Agreement:	196
(i) establish an accounting system which meets the	136	6.1 at the Owners' expense, the Vessel is insured for not less	197
requirements of the Owners and provide regular accounting	137	than her sound market value or entered for her full gross tonnage,	198
services, supply regular reports and records,	138	as the case may be for:	199
(ii) maintain the records of all costs and expenditure incurred	139	(i) usual hull and machinery marine risks (including crew	200
as well as data necessary or proper for the settlement of	140	negligence) and excess liabilities;	201
accounts between the parties.	141	(ii) protection and indemnity risks (including pollution risks and	202
		Crew Insurances); and	203
		(iii) war risks (including protection and indemnity and crew risks)	204
3.6 Sale or Purchase of the Vessel	142	in accordance with the best practice of prudent owners of	205
<i>(only applicable if agreed according to Box 10)</i>	143	vessels of a similar type to the Vessel, with first class insurance	206
The Managers shall, in accordance with the Owners' instructions,	144	companies, underwriters or associations (“the Owners’	207
supervise the sale or purchase of the Vessel, including the	145	Insurances”);	208
performance of any sale or purchase agreement, but not	146	6.2 all premiums and calls on the Owners' Insurances are paid	209
negotiation of the same.	147	promptly by their due date,	210
		6.3 the Owners' Insurances name the Managers and, subject	211
3.7 Provisions <i>(only applicable if agreed according to Box 11)</i>	148	to underwriters' agreement, any third party designated by the	212
The Managers shall arrange for the supply of provisions.	149	Managers as a joint assured, with full cover, with the Owners	213
		obtaining cover in respect of each of the insurances specified in	214
		sub-clause 6.1 :	215
3.8 Bunkering <i>(only applicable if agreed according to Box 12)</i>	150	(i) on terms whereby the Managers and any such third party	216
The Managers shall arrange for the provision of bunker fuel of the	151	are liable in respect of premiums or calls arising in connection	217
quality specified by the Owners as required for the Vessel's trade.	152	with the Owners' Insurances; or	218
		(ii) if reasonably obtainable, on terms such that neither the	219
4. Managers' Obligations	153	Managers nor any such third party shall be under any	220
4.1 The Managers undertake to use their best endeavours to	154	liability in respect of premiums or calls arising in connection	221
provide the agreed Management Services as agents for and on	155	with the Owners' Insurances; or	222
behalf of the Owners in accordance with sound ship management	156	(iii) on such other terms as may be agreed in writing.	223
practice and to protect and promote the interests of the Owners in	157	<i>Indicate alternative (i), (ii) or (iii) in Box 14. If Box 14 is left</i>	224
all matters relating to the provision of services hereunder.	158	<i>blank then (i) applies.</i>	225
Provided, however, that the Managers in the performance of their	159	6.4 written evidence is provided, to the reasonable satisfaction	226
management responsibilities under this Agreement shall be entitled	160	of the Managers, of their compliance with their obligations under	227
to have regard to their overall responsibility in relation to all vessels	161	Clause 6 within a reasonable time of the commencement of	228
as may from time to time be entrusted to their management and	162	the Agreement, and of each renewal date and, if specifically	229
in particular, but without prejudice to the generality of the foregoing,	163	requested, of each payment date of the Owners' Insurances.	230
the Managers shall be entitled to allocate available supplies,	164		
manpower and services in such manner as in the prevailing	165	7. Income Collected and Expenses Paid on Behalf of Owners	231
circumstances the Managers in their absolute discretion consider	166	7.1 All moneys collected by the Managers under the terms of	232
to be fair and reasonable.	167	this Agreement (other than moneys payable by the Owners to	233
4.2 Where the Managers are providing Technical Management	168	the Managers) and any interest thereon shall be held to the	234
in accordance with sub-clause 3.2 , they shall procure that the	169	credit of the Owners in a separate bank account.	235
requirements of the law of the flag of the Vessel are satisfied and	170	7.2 All expenses incurred by the Managers under the terms	236
they shall in particular be deemed to be the "Company" as defined	171	of this Agreement on behalf of the Owners (including expenses	237
by the ISM Code, assuming the responsibility for the operation of	172	as provided in Clause 8) may be debited against the Owners	238
the Vessel and taking over the duties and responsibilities imposed	173	in the account referred to under sub-clause 7.1 but shall in any	239
by the ISM Code when applicable.	174	event remain payable by the Owners to the Managers on	240
		demand.	241
5. Owners' Obligations	175	8. Management Fee	242
5.1 The Owners shall pay all sums due to the Managers punctually	176	8.1 The Owners shall pay to the Managers for their services	243
in accordance with the terms of this Agreement.	177	as Managers under this Agreement an annual management	244
5.2 Where the Managers are providing Technical Management	178	fee as stated in Box 15 which shall be payable by equal	245
in accordance with sub-clause 3.2 , the Owners shall:	179	monthly instalments in advance, the first instalment being	246
(i) procure that all officers and ratings supplied by them or on	180	payable on the commencement of this Agreement (see Clause	247
their behalf comply with the requirements of STCW 95;	181	2 and Box 4) and subsequent instalments being payable every	248
(ii) instruct such officers and ratings to obey all reasonable orders	182	month.	249
of the Managers in connection with the operation of the	183	8.2 The management fee shall be subject to an annual review	250
Managers' safety management system.	184	on the anniversary date of the Agreement and the proposed	251
5.3 Where the Managers are not providing Technical Management	185	fee shall be presented in the annual budget referred to in sub-	252
in accordance with sub-clause 3.2 , the Owners shall procure that	186	clause 9.1 .	253
the requirements of the law of the flag of the Vessel are satisfied	187	8.3 The Managers shall, at no extra cost to the Owners, provide	254
and that they, or such other entity as may be appointed by them	188	their own office accommodation, office staff, facilities and	255
and identified to the Managers, shall be deemed to be the	189	stationery. Without limiting the generality of Clause 7 the Owners	256
"Company" as defined by the ISM Code assuming the responsibility	190	shall reimburse the Managers for postage and communication	257
for the operation of the Vessel and taking over the duties and	191	expenses, travelling expenses, and other out of pocket	258
responsibilities imposed by the ISM Code when applicable.	192	expenses properly incurred by the Managers in pursuance of	259

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the Management Services.	260	11. Responsibilities	325
8.4 In the event of the appointment of the Managers being terminated by the Owners or the Managers in accordance with the provisions of Clauses 17 and 18 other than by reason of default by the Managers, or if the Vessel is lost, sold or otherwise disposed of, the "management fee" payable to the Managers according to the provisions of sub-clause 8.1, shall continue to be payable for a further period of three calendar months as from the termination date. In addition, provided that the Managers provide Crew for the Vessel in accordance with sub-clause 3.1:	261	11.1 Force Majeure - Neither the Owners nor the 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.	326
(i) the Owners shall continue to pay Crew Support Costs during the said further period of three calendar months and	262	11.2 Liability to Owners - (i) Without prejudice to sub-clause 11.1, the 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 Management Services UNLESS same is proved to have resulted solely from the negligence, gross negligence or wilful default of the Managers or 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 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 Managers' liability for each incident or series of incidents giving rise to a claim or claims shall never exceed a total of ten times the annual management fee payable hereunder.	327
(ii) the Owners shall pay an equitable proportion of any Severance Costs which may materialize, not exceeding the amount stated in Box 16.	263	(ii) Notwithstanding anything that may appear to the contrary in this Agreement, the Managers shall not be liable for any of the actions of the Crew, even if such actions are negligent, grossly negligent or wilful, except only to the extent that they are shown to have resulted from a failure by the Managers to discharge their obligations under sub-clause 3.1, in which case their liability shall be limited in accordance with the terms of this Clause 11.	328
8.5 If the Owners decide to lay-up the Vessel whilst this Agreement remains in force and such lay-up lasts for more than three months, an appropriate reduction of the management fee for the period exceeding three months until one month before the Vessel is again put into service shall be mutually agreed between the parties.	264	11.3 Indemnity - Except to the extent and solely for the amount therein set out that the Managers would be liable under sub-clause 11.2, the Owners hereby undertake to keep the Managers and their employees, agents and sub-contractors indemnified and to hold them harmless against all actions, proceedings, claims, demands or liabilities whatsoever or howsoever arising which may be brought against them or incurred or suffered by them arising out of or in connection with the performance of the Agreement, and against and in respect of all costs, losses, damages and expenses (including legal costs and expenses on a full indemnity basis) which the Managers may suffer or incur (either directly or indirectly) in the course of the performance of this Agreement.	329
8.6 Unless otherwise agreed in writing all discounts and commissions obtained by the Managers in the course of the management of the Vessel shall be credited to the Owners.	265	11.4 "Himalaya" - It is hereby expressly agreed that no employee or agent of the Managers (including every sub-contractor from time to time employed by the 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 11, every exemption, limitation, condition and liberty herein contained and every right, exemption from liability, defence and immunity of whatsoever nature applicable to the Managers or to which the Managers are entitled hereunder shall also be available and shall extend to protect every such employee or agent of the Managers acting as aforesaid and for the purpose of all the foregoing provisions of this Clause 11 the 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 their 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.	330
9. Budgets and Management of Funds	266	12. Documentation	389
9.1 The Managers shall present to the Owners annually a budget for the following twelve months in such form as the Owners require. The budget for the first year hereof is set out in Annex "C" hereto. Subsequent annual budgets shall be prepared by the Managers and submitted to the Owners not less than three months before the anniversary date of the commencement of this Agreement (see Clause 2 and Box 4).	267	Where the Managers are providing Technical Management in accordance with sub-clause 3.2 and/or Crew Management in accordance with sub-clause 3.1, they shall make available,	390
9.2 The Owners shall indicate to the Managers their acceptance and approval of the annual budget within one month of presentation and in the absence of any such indication the Managers shall be entitled to assume that the Owners have accepted the proposed budget.	268		391
9.3 Following the agreement of the budget, the Managers shall prepare and present to the Owners their estimate of the working capital requirement of the Vessel and the Managers shall each month up-date this estimate. Based thereon, the Managers shall each month request the Owners in writing for the funds required to run the Vessel for the ensuing month, including the payment of any occasional or extraordinary item of expenditure, such as emergency repair costs, additional insurance premiums, bunkers or provisions. Such funds shall be received by the Managers within ten running days after the receipt by the Owners of the Managers' written request and shall be held to the credit of the Owners in a separate bank account.	269		392
9.4 The Managers shall produce a comparison between budgeted and actual income and expenditure of the Vessel in such form as required by the Owners monthly or at such other intervals as mutually agreed.	270		
9.5 Notwithstanding anything contained herein to the contrary, the Managers shall in no circumstances be required to use or commit their own funds to finance the provision of the Management Services.	271		
10. Managers' Right to Sub-Contract	272		
The Managers shall not have the right to sub-contract any of their obligations hereunder, including those mentioned in sub-clause 3.1, without the prior written consent of the Owners which shall not be unreasonably withheld. In the event of such a sub-contract the Managers shall remain fully liable for the due performance of their obligations under this Agreement.	273		
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upon Owners' request, all documentation and records related to the Safety Management System (SMS) and/or the Crew which the Owners need in order to demonstrate compliance with the ISM Code and STCW 95 or to defend a claim against a third party.	393 394 395 396 397	running, or in an unlawful trade, or on a voyage which in the reasonable opinion of the Managers is unduly hazardous or improper, the Managers may give notice 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 Managers, the Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing.	456 457 458 459 460 461 462 463 464
13. General Administration	398	18.2 Managers' Default	465
13.1 The Managers shall handle and settle all claims arising out of the Management Services hereunder and keep the Owners informed regarding any incident of which the Managers become aware which gives or may give rise to claims or disputes involving third parties.	399 400 401 402 403	If the Managers fail to meet their obligations under Clauses 3 and 4 of this Agreement for any reason within the control of the Managers, the Owners may give notice to the Managers of the default, requiring them to remedy it as soon as practically possible. In the event that the 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.	466 467 468 469 470 471 472 473
13.2 The Managers shall, as instructed by the Owners, bring or defend actions, suits or proceedings in connection with matters entrusted to the Managers according to this Agreement.	404 405 406	18.3 Extraordinary Termination	474
13.3 The Managers shall also have power to obtain legal or technical or other outside expert advice in relation to the handling and settlement of claims and disputes or all other matters affecting the interests of the Owners in respect of the Vessel.	407 408 409 410	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.	475 476 477 478
13.4 The Owners shall arrange for the provision of any necessary guarantee bond or other security.	411 412	18.4 For the purpose of sub-clause 18.3 hereof	479
13.5 Any costs reasonably incurred by the Managers in carrying out their obligations according to Clause 13 shall be reimbursed by the Owners.	413 414 415	(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;	480 481 482 483
14. Auditing	416	(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.	484 485 486 487 488 489 490
The Managers shall at all times maintain and keep true and correct accounts and shall make the same available for inspection and auditing by the Owners at such times as may be mutually agreed. On the termination, for whatever reasons, of this Agreement, the Managers shall release to the Owners, if so requested, the originals where possible, or otherwise certified copies, of all such accounts and all documents specifically relating to the Vessel and her operation.	417 418 419 420 421 422 423 424	18.5 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.	491 492 493 494 495 496 497
15. Inspection of Vessel	425	18.6 The termination of this Agreement shall be without prejudice to all rights accrued due between the parties prior to the date of termination.	498 499 500
The Owners shall have the right at any time after giving reasonable notice to the Managers to inspect the Vessel for any reason they consider necessary.	426 427 428	19. Law and Arbitration	501
16. Compliance with Laws and Regulations	429	19.1 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.	502 503 504 505 506 507 508
The Managers will not do or permit to be done anything which might cause any breach or infringement of the laws and regulations of the Vessel's flag, or of the places where she trades.	430 431 432	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.	509 510 511 512
17. Duration of the Agreement	433	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	513 514 515 516 517 518 519 520 521 522 523
This Agreement shall come into effect on the day and year stated in Box 4 and shall continue until the date stated in Box 17 . Thereafter it shall continue until terminated by either party giving to the other notice in writing, in which event the Agreement shall terminate upon the expiration of a period of two months from the date upon which such notice was given.	434 435 436 437 438 439		
18. Termination	440		
18.1 Owners' default	441		
(i) The Managers shall be entitled to terminate the Agreement with immediate effect by notice in writing if any moneys payable by the Owners under this Agreement and/or the owners of any associated vessel, details of which are listed in Annex "D" , shall not have been received in the Managers' nominated account within ten running days of receipt by the Owners of the Managers written request or if the Vessel is repossessed by the Mortgagees.	442 443 444 445 446 447 448 449		
(ii) If the Owners:	450		
(a) fail to meet their obligations under sub-clauses 5.2 and 5.3 of this Agreement for any reason within their control, or	451 452 453		
(b) proceed with the employment of or continue to employ the Vessel in the carriage of contraband, blockade	454 455		

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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.	524	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.	549
Nothing herein shall prevent the parties agreeing in writing to vary these provisions to provide for the appointment of a sole arbitrator.	525		550
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.	526		551
19.2 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.	527	19.3 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.	552
In cases where neither the claim nor any counterclaim	528	19.4 If Box 18 in Part I is not appropriately filled in, sub-clause 19.1 of this Clause shall apply.	553
	529		554
	530	<i>Note: 19.1, 19.2 and 19.3 are alternatives; indicate alternative agreed in Box 18.</i>	555
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	540	20. Notices	565
	541	20.1 Any notice to be given by either party to the other party shall be in writing and may be sent by fax, telex, registered or recorded mail or by personal service.	566
	542	20.2 The address of the Parties for service of such communication shall be as stated in Boxes 19 and 20 , respectively.	567
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