

CDI-M Operating Manual
Section 1.0
Operating Procedures



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

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

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

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

St Martins House Business Centre
Ockham Road South
East Horsley

Surrey KT24 6SX
United Kingdom

TEL: 44 (0)1483 281268
FAX: 44 (0)1483 285474

e-mail : chemdist@cdim.org

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

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

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

THEREFORE THE PARTIES AGREE AS FOLLOWS:

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

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

CDI IMPCAS Access

- i) On signing this agreement the Ship Operator will be granted access to the Ship Agent Company Reports contained within the CDI IMPCAS database and the facility to extract those active Ship Agent Company Audit Reports of IMPCAS.
- ii) In signing this agreement, the person signing on behalf of the Ship Operator (1) and its employees, acknowledge the fact that the data contained in the Ship Agent Company Audit Report is the intellectual property of the IMPCAS Ship Agent Company and remains strictly confidential. In signing this agreement, the person (2) binds the Ship Operator (1) to comply with the statute of CDI, in that all information obtainable from the IMPCAS database is for the sole use of the individual Ship Operator (1) and must not be released or circulated in any shape or form to any other parties.

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I agree to sharing this information in accordance with CDI's Data Protection Policy.

AGREED TO AND ACCEPTED

	SHIP OPERATOR (1)	Chemical Distribution Institute - Marine
Name of Company		CDI-M
Signature		
Name in print	(2)	Howard Snaith
E-mail		Chemdist@cdim.org
Date		
Place		ENGLAND United Kingdom

Please return this form by to: Chemdist@cdim.org

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ANNEX B (Ship Operator Agreement - Part II)

PLEASE COMPLETE THIS FORM AND RETURN TO: chemdist@cdm.org

Name of Ship Operator and Place of Business

Name

Address

Contact Person

Telephone

Fax

e-mail

SHIP NAME

IMO NUMBER

SHIP TYPE

CHEM	GAS
CHEM	GAS
CHEM	GAS
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DATE

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