



SEV-GUARDCON

STANDARD CONTRACT FOR SECURITY ESCORT VESSELS PART I

1. Place and date of Contract	2. Date of commencement of Contract (Cl. 2 and 33)
3. Owners (Cl. 1) (i) Name: (ii) Place of registered office:	4. Contractors (Cl. 1) (i) Name: (ii) Place of registered office:
5. Client Vessel (name and details of vessel being escorted) (or as per Instruction Notice) (Cl. 1) (i) Name: (ii) Call sign: (iii) IMO Number: (iv) P&I Club:	6. Security Escort Vessel (name and details of each SEV) (See Annex A for minimum requirements) (or as per Instruction Notice) (i) Name: (ii) Call sign: (iii) IMO number/local registration:
7. Single or Multiple Transits (select one option) (Cl. 2 and 4) (If no selection is made, the Contract will be for a Single Transit)	8. Security Services (state which services apply) (Cl. 1 and 3) Will there be Firearms on board the SEV: Number of SEV Security Personnel on SEV: Maritime Liaison Officer:
9. Geographical scope of operation (Cl. 4)	10. Time and date of arrival of the SEV at the Rendezvous Point (or as per Instruction Notice) (Cl. 1 and 3)
11. Place or places of Rendezvous Point/Release Point of the SEV (or as per Instruction Notice) (Cl. 1 and 3)	12. Contractors' Permits (listing of national operating and trade control licences) (Cl. 11)
13. Contractors' insurance policy limits (Cl. 13 and 16) (state currency and amount)	14. Fees (Cl. 14 and 20) (for single transits: state currency, amount and estimated transit period; for multiple transits: see Annex B and/or Annex D, as applicable) (i) currency: (ii) amount: (iii) estimated transit period:
15. Mobilisation Fee (Cl. 1, 14 and 20) (for single transits: state percentage of Fees stated in Box 14; for multiple transits: see Annex B and/or Annex D, as applicable) percentage of Fees stated in Box 14:	16. Contractors' Bank Details (Cl. 14)

17. Standby Rate (Cl. 14) (for single transits: state currency and amount; for multiple transits: see Annex B and/or Annex D, as applicable) (i) currency: (ii) amount:	18. Cancellation Fee (Cl. 20) (state currency and amount)
19. Additional clauses, if any, covering special provisions	20. Law and Arbitration (Cl. 27) (choose law and arbitration venue. If alternative (g)(Other) is chosen, Clause 27 must be appropriately filled in or replaced, failing which alternative (a)(English law/London arbitration) shall apply).
21. Communication (state full style contact details for communicating with the Owners) (Cl. 29)	22. Communication (state full style contact details for communicating with the Contractors) (Cl. 7 and 29)

It is mutually agreed between the Party stated in Box 3 and the Party stated in Box 4 that this Contract consisting of PART I and any additional clauses, if agreed and stated in Box 19, and PART II as well as Annexes A (Security Escort Vessel Minimum Requirements), B (Instruction Notice), C (Individual Waiver), D (Schedule of Fees for Multiple Transits) and E (Standard Operating Procedures) 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, D and E shall prevail over those of PART II to the extent of such conflict but no further.

The Party responsible for issuing the final execution version of this contract warrants that it is an Authentic BIMCO Template procured from a properly authorised source and that all modifications to it are clearly visible. "Authentic BIMCO Template" means a BIMCO-approved standard contract in an editable electronic format.

Signature(s) (Owners)	Signature(s) (Contractors)
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Interpretation
In this Contract:

Singular/Plural
The singular includes the plural and vice versa as the context admits or requires.

Headings
The headings to the clauses and annexes to this Contract are for convenience only and shall not affect its construction or interpretation.

SECTION 1 – Basis of the Contract

1. Definitions

In this Contract, save where the context otherwise requires, the following words and expressions shall have the meanings hereby assigned to them:

“Authorities” means the relevant civilian or military authority or authorities with jurisdiction over the provision of armed security services on board the Security Escort Vessel during the Transit.

“BMP WA” means, at the date of this Contract, BMP West Africa (Best Management Practices to Deter Piracy and Enhance Maritime Security off the Coast of West Africa including the Gulf of Guinea) or such updated version as may have been introduced at the date of the Instruction Notice.

“Client Vessel” means the Owners’ vessel or vessels to be escorted by the Security Escort Vessel, details of which are set out in Box 5 or in the Instruction Notice.

“Contractors” means the party identified in Box 4.

“Contractors’ Personnel” means Contractors’ personnel (including any Maritime Liaison Officer) other than SEV Security Personnel.

“Crew” means the Client Vessel’s Master, officers and crew and any supernumeraries carried on board save for the Maritime Liaison Officer.

“Cross Border Transit” means a Transit through the Exclusive Economic Zone (EEZ) or territorial waters of more than one state (recognising that this may require changes in SEVs and/or SEV Security Personnel).

“Firearms” means the firearms and ammunition carried by the SEV Security Personnel.

“Flag State” means the State whose flag the Client Vessel is flying.

“Instruction Notice” means a request for the provision of Security Services in the form set out in Annex B (Instruction Notice).

“Maritime Liaison Officer” means personnel other than SEV Security Personnel directly engaged or employed by the Contractors and deployed on the Security Escort Vessel or the Client Vessel for the performance of the Security Services.

“MDAT-GoG” means the Maritime Domain Awareness for Trade – Gulf of Guinea.

“Mobilisation Fee” means the fee stated in Box 14 per Transit or as per Annex D (Schedule of Fees for Multiple Transits) to include all costs incurred in delivering the Security Escort Vessel to the Rendezvous Point.

“Owners” means the owners or disponent owners identified in Box 3.

“Permits” means, as the context requires, permits, certificates, licences, consents, authorisations, permissions,

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approvals and visas.

“Release Point” means the place stated in the Instruction Notice or Box 11 where the Security Escort Vessel disengages from the Client Vessel.

“Rendezvous Point” means the place stated in the Instruction Notice or Box 11 where the Security Escort Vessel meets the Client Vessel.

“Rendezvous Time” means the time and date stated in the Instruction Notice or Box 10 as may be amended by agreement in writing.

“Rules of Engagement” means the rules issued by the Authorities under which the SEV Security Personnel shall act.

“Security Equipment” means equipment used for providing the Security Services onboard the Security Escort Vessel or carried by SEV Security Personnel, including the Firearms, if any.

“Security Escort Vessel (SEV)” means the vessel or vessels as described in Annex A (Security Escort Vessel Minimum Requirements) escorting the Client Vessel from the Rendezvous Point to the Release Point.

“Security Services” means the services specified in Box 8, any Instruction Notice and Clause 3 (Security Services) and all other functions performed by the Contractors under the terms of this Contract.

“SEV Crew” means the crew carried on board the Security Escort Vessel save for the SEV Security Personnel and any Maritime Liaison Officer.

“SEV Security Personnel” means personnel as provided by the Authorities for the performance of the Security Services on board the Security Escort Vessel, excluding the SEV Crew.

“Standard Operating Procedures” means the Contractors' standard operating procedures in accordance with which they will provide the Security Services (including the provision of SEV Security Personnel) as set out in Annex E (Standard Operating Procedures).

“Standby Rate” means the fee stated in Box 17 or as per Annex D (Schedule of Fees for Multiple Transits).

“STCW” means the International Convention on Standards of Training, Certification and Watchkeeping for Seafarers, 1978, as amended in 1995 and 2010 and any amendment thereto or substitution thereof.

“Team Leader” means a member of the SEV Security Personnel designated by the Contractors as team leader and identified to the Owners.

“Transit” means any security escort transit under this Contract or for which an Instruction Notice has been issued by the Owners for the provision of the Security Services. A Transit may consist of legs which cross different borders and/or multi-legs between ports, places and/or terminals or fixed offshore facilities, in each case situated in the same or different jurisdictions.

2. Commencement, Appointment and Duration

- (a) With effect from the date stated in Box 2 for the commencement of the Contract the Owners hereby appoint the Contractors and the Contractors hereby agree to provide Security Services to the Client Vessel.
- (b) If for a Single Transit as stated in Box 7, this Contract shall terminate at the Release Point (and if a Cross Border Transit, at the final Release Point as stated in Box 11 or in any Instruction Notice), unless earlier terminated in accordance with Clause 20 (Cancellation and Termination).

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- (c) If for Multiple Transits as stated in Box 7, this Contract shall have an initial term of twelve (12) months from the date stated in Box 2 and thereafter shall continue in force:
 - (i) until terminated by either Party giving not less than thirty (30) days' notice to the other Party (whereupon this Contract shall terminate, unless a Transit is then underway in which case this Contract shall terminate at the Release Point or, if a Cross Border Transit, the final Release Point);
 - (ii) unless earlier terminated in accordance with Clause 20 (Cancellation and Termination).
- (d) This Contract is not an exclusive appointment of the Contractors and if used for Multiple Transits the Owners do not guarantee a minimum number of Transits per year.

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SECTION 2 – Security Services

3. Security Services

- (a) The Contractors shall arrange for the Security Escort Vessel to protect and defend the Client Vessel during Transit against any actual, perceived or threatened acts of piracy and/or violent robbery and/or capture/seizure. Such arrangements shall include the use of Security Equipment, where appropriate and always in accordance with the Rules of Engagement, relevant national laws and the Contractors' Standard Operating Procedures (as shall be provided by the Contractors to the Owners (see Annex E)).
- (b) The Contractors shall provide the Owners with the services of the Security Escort Vessel for a transit or transits between the Rendezvous Point and Release Point. Unless otherwise provided in Box 8, the Security Escort Vessel shall have a minimum of seven (7) SEV Security Personnel, one of whom shall be the Team Leader.
- (c) The Parties acknowledge that terminals and fixed offshore facilities may operate with their own exclusion zones and security, which may mean that the Security Escort Vessel is prohibited from entering to protect and defend the Client Vessel whilst it is within those exclusion zones. The Contractors shall continue to make the Security Escort Vessel available outside the exclusion zone, save as provided in subclause 14(i).
- (d) Notwithstanding any other provisions of the Contract, the Owners accept that the Contractors have limited control over the SEV Security Personnel. The Contractors shall use their best endeavours to ensure that SEV Security Personnel act in accordance with the directions of the Contractors and provide the Security Services as required.

4. Engagement of Security Services

If this Contract is for Multiple Transits according to Box 7, the Owners shall notify the Contractors of their requirement for Security Services by issuing an Instruction Notice. The Contractors shall be obliged to provide Security Services for Transits only within the geographical scope of operation stated in Box 9 (as may be amended by agreement in the Instruction Notice) and provided such Instruction Notice is not issued less than ninety-six (96) hours prior to the Rendezvous Time.

5. Changes to the Security Services

If either Party reasonably considers changes are required to the Security Services to conform to any applicable law or regulatory requirement that may be brought in or enacted from time to time, that Party shall implement such changes provided that nothing in this Clause shall require the Owners to agree fewer SEV Security Personnel or higher fees under this Contract.

6. Security Escort Vessel Minimum Requirements

The Contractors undertake that any Security Escort Vessel providing services under this Contract shall be approved by the Authorities and meet or exceed the minimum requirements set out in Annex A (Security Escort Vessel Minimum Requirements) and shall be in a thoroughly efficient state in hull, machinery and equipment.

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SECTION 3 – Obligations and Responsibilities

7. Contractors' Obligations and Responsibilities

- (a) The Contractors undertake to provide the Security Services using all reasonable skill and care and their responsibilities shall include the following:
- (i) providing any agreed ETA notices prior to the Rendezvous Time and thereafter maintaining real time communications with the Owners and the Client Vessel;
 - (ii) monitoring suspicious vessels or craft during the Transit;
 - (iii) advising the Client Vessel's Master on security-related routing issues;
 - (iv) providing and maintaining the Security Equipment to perform the Security Services in accordance with the terms of this Contract;
 - (v) establishing and maintaining an operational point of contact available twenty-four (24) hours a day prior to and during the deployment of the Security Escort Vessel and any Maritime Liaison Officer to deal with operational issues and queries arising out of the performance of the Security Services, whose contact details are as stated in Box 21; and
 - (vi) arranging transportation from the Client Vessel, at their cost, of any sick or injured Maritime Liaison Officer.
- (b) The Contractors shall provide a Security Escort Vessel authorised by the Authorities to provide Security Services as required by the Owners and undertake that the Security Escort Vessel is fit for purpose and able to maintain the required operating speed during the Transit (see Annex A).
- (c) The Contractors shall, if agreed and stated in Box 8, provide suitably trained and experienced Maritime Liaison Officer(s) as required by the Owners and undertake that each Maritime Liaison Officer has:
- (i) prior military or law enforcement service;
 - (ii) not been discharged for any disciplinary reasons from military, law enforcement or other service;
 - (iii) a command of the common working language between members of the SEV Security Personnel and the Security Escort Vessel's Master, and has a command of the English language; in each case of a standard to enable him to perform his duties safely;
 - (iv) a level of mental and physical fitness appropriate to the provision of the Security Services in the circumstances contemplated by this Contract;
 - (v) undertaken STCW training, or equivalent; and
 - (vi) a valid passport and appropriate visas, and any health documents required under Clause 22 (Health, Safety and Environmental Regulations).
- (d) The Contractors shall:
- (i) provide and maintain insurance in accordance with Clause 13 (Insurance Policies);
 - (ii) be responsible for the management of the Security Escort Vessel, for the payment of fees, maintenance and crew costs and/or all other payments whatsoever incidental to the management and operation of the Security Escort Vessel; and
 - (iii) provide the SEV Security Personnel in accordance with subclause 3(b).

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(e) **Contractors' Right to Sub-Contract**

The Contractors shall not sub-contract any of their obligations hereunder without the prior written consent of the Owners. In the event of such permitted sub-contracting the Contractors shall remain fully liable for the due performance of their obligations under this Contract.

8. Owners' Obligations and Responsibilities

The Owners' responsibilities shall consist of the following:

- (a) paying all sums due to the Contractors punctually in accordance with the terms of this Contract;
- (b) maintaining ongoing communications with the Contractors;
- (c) being responsible for informing the underwriters and charterers as well as the Client Vessel's Flag State, if required, that the Client Vessel will be protected by a Security Escort Vessel; and
- (d) liaising with MDAT-GoG as appropriate and in accordance with the guidance set out in BMP WA.

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SECTION 4 – Master’s Authority and Responsibilities; and Attacks including Hijacking or Attempted Hijacking

9. Master’s Authority and Responsibilities

- (a) The Client Vessel’s Master shall, at all times throughout the duration of this Contract and the performance of the Security Services, have and retain ultimate responsibility for the safe navigation and overall command of the Client Vessel.
- (b) In the event of any actual, perceived or threatened act of piracy and/or violent robbery and/or capture/seizure by third parties the Security Escort Vessel and the Client Vessel shall liaise with each other in accordance with the Standard Operating Procedures.

10. Attacks including Hijacking or Attempted Hijacking

The Contractors do not guarantee the safety of the Client Vessel or Crew during the provision of the Security Services. If the Client Vessel is attacked or boarded:

- (a) the Contractors shall not do anything to endanger the lives of the Crew and/or other persons permitted by the Client Vessel’s Master to travel on board the Client Vessel;
- (b) the Contractors shall be under no obligation to contribute to ransom payments to secure the release of the Client Vessel and Crew; and
- (c) neither the Owners nor the Contractors are responsible for any actions of the SEV Security Personnel against any unauthorised person on board or attempting to board the Client Vessel, including their arrest or detention.

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SECTION 5 – Permits, Investigations and Claims

11. Permits

- (a) The Owners shall obtain and maintain any Permits which may be required for the Client Vessel to be escorted by the Security Escort Vessel for the performance of the Security Services in relation to the Client Vessel.
- (b) The Contractors shall obtain and maintain any Permits which may be required in order for the Contractors, the Security Escort Vessel and the SEV Security Personnel to undertake the Security Services using the Security Escort Vessel and Security Equipment.
- (c) Details of Permits (as necessary) held by the Contractors for these purposes are set out in Box 12.
- (d) For the avoidance of doubt:
 - (i) If the Owners have not obtained the required Permits in accordance with subclause (a) above, the Owners shall indemnify the Contractors for any fines, penalties, losses, costs, legal fees and disbursements as a result of the Owners' failure to perform such obligations.
 - (ii) If the Contractors have not obtained the required Permits in accordance with subclause (b) above, the Contractors shall indemnify the Owners for any fines, penalties, losses, costs, legal fees and disbursements as a result of the Contractors' failure to perform such obligations.
- (e) Each Party shall provide the other Party with a copy of the required Permits upon request, subject to any confidentiality agreement with the Authorities.

12. Investigations and Claims

- (a) If an incident takes place which leads to an investigation by the Owners and/or Flag State and/or other authorised body, the Contractors shall cooperate in such an investigation.
- (b) Each Party shall assist the other Party in defending any third-party claims arising out of the provision of the Security Services, in which case the reasonable costs of such assistance shall be borne by the defending Party.

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SECTION 6 – Insurance, Fees and Taxes

13. Insurance Policies

- (a) The Contractors shall at all times during the period of this Contract maintain insurances to cover their liabilities and contractual indemnities, including those under Clause 16 (Liabilities and Indemnities), as follows:
- (i) employer's liability insurance covering the Contractors' liability to any Contractors' Personnel;
 - (ii) comprehensive liability insurance including insuring the Contractors' liability to third parties for personal injury and death, property damage and other loss;
 - (iii) professional indemnity insurance; and
 - (iv) personal accident insurance for any Contractors' Personnel in a sum not less than United States Dollars two hundred and fifty thousand (US\$250,000) per person.

The policies above shall provide the Contractors with cover for emergency medical expenses and repatriation costs.

The Contractors shall ensure that the use of a Security Escort Vessel; SEV Security Personnel; their Firearms; or Security Equipment whilst on board the Security Escort Vessel shall not invalidate the above insurances.

- (b) These insurances shall be placed with reputable insurers and in respect of the insurances listed in subclauses (a)(i) to (a)(iii) shall have (i) policy limits not less than United States Dollars five million (US\$5,000,000) or as stated in Box 13, whichever is the higher amount, and (ii) reasonable deductibles (by reference to market practice), which deductibles shall be for the account of the Contractors. The Contractors shall upon request furnish the Owners with copies of the cover notes which provide information to verify that the Contractors have complied with the insurance requirements of this Contract.
- (c) The Owners confirm that the Client Vessel is entered with a P&I Club that is a member of the International Group of P&I Clubs or another internationally reputable marine liability insurer.
- (d) The Owners shall be under no obligation to disclose the existence of any kidnap and ransom (K&R) insurance they may have placed.
- (e) Each of the Parties shall use reasonable endeavours to ensure that its underwriters waive their rights of subrogation against the other Party.
- (f) For purposes of this Clause 13 (Insurance Policies) rights extended to the Owners and Contractors shall be extended to the Owners' Group and Contractors' Group respectively (as such expressions are defined in subclauses (a)(i) and (a)(ii)) of Clause 16 (Liabilities and Indemnities).

14. Fees and Expenses

- (a) In consideration of the Security Services, the Owners shall pay the Contractors the Fees stated in Box 14.
- (b) The Owners shall pay the Contractors the Mobilisation Fee stated in Box 15, if any, on the signing of this Contract for a Single Transit and upon issuing the Instruction Notice in respect of Multiple Transits and in each case against the Contractors' invoice.
- (c) The Contractors shall provide the Owners with invoices not more than thirty (30) days after release of the Security Escort Vessel specifying the fees due for the Security Services provided during the currency of any Instruction Notice or, as the case may be, this Contract.
- (d) Save in respect of the Mobilisation Fee, the Owners shall pay all invoices issued to them by the Contractors within twenty-one (21) days of the date of receipt of the invoice. If the Owners do not pay within twenty-one (21) days

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the Contractors shall have the right to issue a written notice of default and the Owners shall have a further seven (7) days in which to pay, failing which the Contractors shall have the right to suspend all or part of the Security Services and/or terminate this Contract in accordance with Clause 20 (Cancellation and Termination).

- (e) The Owners shall make payment of each invoice by electronic transfer to the Contractors' bank account stated in Box 16.
- (f) If the Contractors provide an invoice to the Owners which is disputed, the Owners shall pay the Contractors the undisputed amount of such invoice on the due date and shall notify the Contractors in writing of any disputed amount as soon as practicable.
- (g) If the Owners require the Contractors to perform services additional to those set out herein, both Parties will agree in writing, prior to such services being provided, on the nature of the additional services to be provided and the additional fees to be paid by the Owner.
- (h) If the Owners require the Rendezvous Time to be re-scheduled for any reason, the Owners shall notify the Contractors in writing with not less the forty-eight (48) hours' notice and the Rendezvous Time will be re-scheduled to the Owners' chosen time and date.
- (i) Where the Security Escort Vessel is engaged while the Client Vessel is at either a terminal or fixed offshore facility as set out in subclause 3(c), the Owners shall have the right to place the Security Escort Vessel on the Standby Rate specified in Box 17. If the Client Vessel remains at the terminal or fixed offshore facility for more than ninety-six (96) hours after entering the exclusion zone, the Owners shall have the right to cancel this Transit.

15. Taxes

- (a) Subject to subclause (d), the Owners shall be responsible for the payment of all taxes, duties, levies, charges and contributions (and any interest or penalties thereon) imposed by law on the Owners' property or personnel (including, without limitation, the Client Vessel and Crew), whether or not they are calculated by reference to the wages, salaries, benefits or expenses and other remuneration paid directly or indirectly to persons engaged or employed by the Owners.
- (b) Where any taxable supply for VAT (or equivalent indirect sales tax) purposes is made under the Contract by the Contractors to the Owners, the Owners shall, on receipt of a valid VAT invoice from the Contractors, pay to the Contractors such additional amounts in respect of VAT as are chargeable on the supply of the Security Services at the same time as payment is due for the supply of the Security Services.
- (c) The Contractors shall be responsible for all other taxes related to the provision of the Security Services.
- (d) Without prejudice to the generality of subclause (c), withholding taxes shall be for the Contractors' account. Any amounts paid by the Owners to the Contractors hereunder shall be net of any withholding taxes required to be deducted from such amounts by relevant taxation authorities, in which case the Owners shall supply the Contractors with a certificate from the relevant taxation authorities that such withholding taxes have been paid. The Owners shall take reasonable steps to make all relevant information and documentation available to the Contractors to enable them to reduce or eliminate any withholding taxes demanded by any taxation authority, or in recovering such withholding taxes.

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SECTION 7 – Legal and Liabilities

16. Liabilities and Indemnities

(a) Definitions - For the purpose of this Clause:

(i) "Owners' Group" means the Owners, the registered owner of the Client Vessel (if not the Owners), and each of their subsidiaries and/or affiliate companies, employees, directors, officers, agents and insurers, the Crew, and any persons permitted by the Client Vessel's Master to travel on board the Client Vessel (save for the Maritime Liaison Officer).

(ii) "Contractors' Group" means the Contractors and their subsidiaries and/or affiliate companies, employees, sub-contracted personnel (including, without limitation, any Maritime Liaison Officer and the SEV Security Personnel), directors, officers, agents and insurers.

(b) Knock for Knock

(i) Owners

The Owners' Group shall not be responsible for loss of or damage caused to or sustained by the property of the Contractors' Group (whether on board the Client Vessel or not) or incur any liability in respect of personal injury, illness or death of any individual member of the Contractors' Group (whether on board the Client Vessel or not) arising out of or in any way connected with the performance of this Contract, even if such loss, damage, injury or death is caused wholly or partially by (1) the act, neglect or default of the Owners' Group and/or (2) the unseaworthiness of the Client Vessel. The Contractors expressly agree and undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Owners' Group from and against any and all claims, demands, liabilities or causes of action of any kind or character, made by or available to any person or party, for injury to, illness or death of any of the Contractors' Group, or for damage to or loss of property (except cargo) owned by or in the possession of, the Contractors' Group.

(ii) Contractors

The Contractors' Group shall not be responsible for loss of or damage caused to or sustained by the property of the Owners' Group (including, without limitation, the Client Vessel) or incur any liability in respect of personal injury, illness or death of any individual member of the Owners' Group (whether on board the Client Vessel or not) arising out of or in any way connected with the performance of this Contract, even if such loss, damage, injury or death is caused wholly or partially by (1) the act, neglect or default of the Contractors' Group and/or (2) the unseaworthiness of the Security Escort Vessel. The Owners expressly agree and undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Contractors' Group from and against any and all claims, demands, liabilities or causes of action of any kind or character, made by or available to any person or party, for injury to, illness or death of any of the Owners' Group, or for damage to or loss of property (except cargo, unless owned by Owners' Group) owned by or in the possession of, the Owners' Group.

(c) Third party liability

(i) The Contractors expressly agree to hold harmless, defend, indemnify and waive all rights of recourse against the Owners' Group from and against any and all claims, demands, liabilities, costs or causes of action of any kind, made by or available to any third party (including, without limitation, governmental authorities) arising out of any unlawful and/or negligent act or omission by the Contractors' Group in the performance of this Contract save to the extent of the Owners' own negligence.

(ii) The Owners expressly agree to hold harmless, defend, indemnify and waive all rights of recourse against the Contractors' Group from and against any and all claims, demands, liabilities, costs or causes of action of any kind, made by or available to any third party (including, without limitation, governmental authorities) arising out of any unlawful and/or negligent act or omission by the Owners' Group in the performance of this Contract save to the extent of the Contractors' own negligence.

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(iii) Each Party shall give notice to the other Party as soon as practicable of any circumstances of which they become aware during the period of the Contract which may give rise to a loss or a claim against the other Party. The Party from whom the indemnity is being sought shall cooperate fully with the other Party and shall have the right, subject to the other Party's agreement, to take over the claim including defending and settling, as appropriate, any liability for which the indemnifying Party would be liable to indemnify the other Party.

(d) **Limitation of liability**

Unless otherwise agreed, the liability of each Party to the other for any loss, damage, liability or indemnity under this Contract shall be limited to United States Dollars five million (US\$5,000,000) or as stated in Box 13, whichever is the higher amount, without prejudice to the right of the Owners' Group to limit their liability under any applicable national law or international convention.

(e) Neither the Owners nor the Contractors shall be liable to the other Party for:

(i) any loss of profit, loss of use or loss of production whatsoever and whether arising directly or indirectly from the performance or non-performance of this Contract, and whether or not the same is due to negligence or any other fault on the part of either Party, their servants or agents; or

(ii) any consequential loss or damage for any reason whatsoever, whether or not the same is due to any breach of contract, negligence or any other fault on the part of either Party, their servants or agents.

17. Contractors' Personnel and SEV Security Personnel Liability

None of the Contractors' Personnel and SEV Security Personnel shall in any circumstances whatsoever be under any personal 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 Contractors or to which the Contractors are entitled hereunder shall also be available and shall extend to protect each of the Contractors' Personnel and SEV Security Personnel acting as aforesaid and for the purpose of all the foregoing provisions of this Clause the Contractors 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 Contract.

18. Contractors' Personnel – Waiver

In the event any Contractors' Personnel come on board the Client Vessel, the Contractors undertake to use their best endeavours to procure from each member of Contractors' Personnel, prior to their boarding the Client Vessel, individual waivers in substantively the form attached to this Contract in Annex C (Individual Waiver).

19. Delay

(a) The Contractors shall use their best endeavours to avoid delays in the Security Escort Vessel rendezvousing with the Client Vessel and shall keep the Owners and the Client Vessel advised of any changes to the Rendezvous Time.

(b) In the event of adverse weather conditions as a result of which the duration of the Security Services is extended, any additional time required for the completion of the Security Services will be payable at a daily rate equivalent to the Fees divided by the estimated transit period stated in Box 14.

20. Cancellation and Termination

(a) Pre-Rendezvous Time cancellation

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If the Rendezvous Time of the Security Escort Vessel with the Client Vessel in respect of any Transit is delayed by more than six (6) hours for any reason whatsoever other than Owners' default, the Owners shall be entitled to cancel the Transit forthwith. If a Transit is cancelled by the Owners by reason of such delay, the Contractors shall refund to the Owners any fees already paid, unless agreed otherwise.

If a Transit is cancelled by the Owners prior to the Rendezvous Time, other than by reason of delay above, the Contractors shall be entitled:

(i) on cancellation with less than seventy-two (72) hours' notice prior to the Rendezvous Time, to retain ten per cent (10%) of the Fee for this Transit as stated in Box 14 or Annex D (Schedule of Fees for Multiple Transits)(unless a lump sum Cancellation Fee is stated in Box 18);

(ii) on cancellation with less than forty-eight (48) hours' notice prior to the Rendezvous Time, to retain fifty per cent (50%) of the Fee for this Transit as stated in Box 14 or Annex D (Schedule of Fees for Multiple Transits)(unless a lump sum Cancellation Fee is stated in Box 18); or

(iii) on cancellation with less than twenty-four (24) hours' notice prior to the Rendezvous Time, to retain seventy-five per cent (75%) of the Fee for this Transit as stated in Box 14 or Annex D (Schedule of Fees for Multiple Transits)(unless a lump sum Cancellation Fee is stated in Box 18),

and the Contractors shall refund to the Owners the balance of the Mobilisation Fee.

(b) Termination

(i) The Contractors may terminate this Contract forthwith at any time by written notice if any undisputed sums remain unpaid under the terms of this Contract for seven (7) days after receipt by the Owners of the Contractors' written notice of default in payment in accordance with subclause 14(d).

(ii) Either Party may terminate this Contract forthwith by giving notice in writing to the other if the other Party:

(1) is in material breach of its obligations under this Contract and, save as provided for breach of payments provided in subclause (b)(i) above, fails to remedy that breach (if remediable) within twenty-four (24) hours of receiving notice of such breach from the innocent Party; or

(2) becomes bankrupt or insolvent, or has a receiving order made against it, or compound with its creditors, or being a corporation commences to be wound up (not being a members' voluntary winding up for the purpose of amalgamation or reconstruction) or carries on its business under a receiver for the benefit of its creditors or any of them. Under any of these circumstances the other Party shall be at liberty to terminate this Contract forthwith by notice in writing to the Party or to the receiver or liquidator or to any person in whom this Contract may become vested.

(iii) Upon termination of this Contract:

(1) the Owners shall pay any and all sums then due and payable by the Owners under the terms of this Contract; and

(2) the Contractors shall discontinue performance of the Security Services and release the Security Escort Vessel from the Client Vessel as soon as reasonably practicable and safe to do so and will otherwise comply with the Owners' reasonable instructions regarding such termination.

(c) Clause 16 (Liabilities and Indemnities), Clause 17 (Contractors' Personnel and SEV Security Personnel Liability), Clause 27 (BIMCO Law and Arbitration Clause 2020) and Clause 30 (Confidentiality) shall survive the termination of this Contract.

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- (d) The right to terminate in this Clause is without prejudice to any other rights or remedies the Party terminating the Contract may have in this Contract or by law.

21. Compliance with Laws and Regulations

Each of the Parties shall not do or permit to be done anything which might cause any breach or infringement of national laws and international conventions including, without limitation, regulations of the Flag State and the places where the Client Vessel trades.

22. Health, Safety and Environmental Regulations

Whilst on board the Client Vessel, the Contractors and the Contractors' Personnel shall comply with such of the Owners' health and safety requirements as the Owners may have notified to the Contractors.

23. No Salvage

The Contractors, for themselves and on behalf of the SEV Crew, hereby waive their respective rights to claim any award for salvage performed on the Client Vessel or life salvage.

24. Anti-Corruption

- (a) The Parties agree that in connection with the performance of this Contract they shall each comply at all times with all applicable anti-corruption legislation.
- (b) If either Party fails to comply with any applicable anti-corruption legislation:
- (i) it shall defend and indemnify the other Party against any fine, penalty, liability, loss or damage arising from such breach; and
 - (ii) if such breach causes the non-breaching Party to be in breach of any applicable anti-corruption legislation, the non-breaching Party shall be entitled to terminate this Contract and thereafter claim damages resulting from the breach.

25. Personal Data Protection

For the purposes of this Clause:

“Data Subject” means any identified or identifiable natural person, including Crew, SEV Crew, SEV Security Personnel and Maritime Liaison Officer.

“Personal Data” means any information relating to any Data Subject connected with the performance of this Contract.

“DPR” means any data protection regulations applicable to the Parties in relation to the performance of this Contract, including the European Union General Data Protection Regulation (GDPR).

- (a) The Parties shall each ensure compliance with the DPR in respect of Personal Data, with particular regard to:
- (i) its collection and use;
 - (ii) its safeguarding;
 - (iii) any transfer to third parties;

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(iv) its retention; and

(v) the protection of Data Subjects' rights.

(b) The Parties shall have proper notification and response procedures for any Personal Data breach.

(c) The Parties agree to conduct or submit to audits or inspections in accordance with the DPR.

26. Sanctions

(a) For the purposes of this Clause:

(i) "Sanctioned Activity" means any activity, service, carriage, trade or voyage subject to sanctions imposed by a Sanctioning Authority.

(ii) "Sanctioning Authority" means the United Nations, European Union, United Kingdom, the United States of America, or other applicable competent authority or government.

(iii) "Sanctioned Party" means any persons, entities, bodies, or vessels designated by a Sanctioning Authority.

(b) Each Party warrants to the other Party that, as at the date of this Contract and throughout its duration it is:

(i) not a Sanctioned Party; and

(ii) acting as principal and not as agent, trustee or nominee of any person who is a Sanctioned Party.

(c) The Owners warrant to the Contractors that, as at the date of this Contract and throughout its duration, the Client Vessel is not a Sanctioned Party and is not and will not be employed in any Sanctioned Activity.

(d) The Contractors warrant to the Owners that, as at the date of this Contract and throughout its duration, the Security Escort Vessel is not a Sanctioned Party and is not and will not be employed in any Sanctioned Activity.

(e) Breach of this Clause shall entitle the Party not in breach to terminate this Contract and/or claim damages resulting from the breach.

27. BIMCO Law and Arbitration Clause 2020

The Parties have been given a choice of law and arbitration alternatives in Box 20 and this is the clause that shall apply.

(a) This Contract shall be governed by and construed in accordance with English law and any dispute arising out of or in connection with this Contract shall be referred exclusively 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 seat of arbitration shall be London even where any hearing takes place in another jurisdiction.

(b) The reference shall be to three (3) arbitrators unless the Parties agree otherwise.

(c) The arbitration shall be conducted in accordance with the London Maritime Arbitrators Association (LMAA) Terms.

(d) In cases where neither the claim nor any counterclaim exceeds the sum of USD 100,000 (or such other sum as the Parties may agree) the arbitration shall be conducted in accordance with the LMAA Small Claims Procedure.

In cases where the claim or any counterclaim exceeds the sum agreed for the LMAA Small Claims Procedure and

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neither the claim nor any counterclaim exceeds the sum of USD 400,000 (or such other sum as the Parties may agree) the Parties may agree that the arbitration shall be conducted in accordance with the LMAA Intermediate Claims Procedure.

- (e) The terms and procedures referred to in subclauses (c) and (d) above shall be those current at the time when the arbitration proceedings are commenced.
- (f) Any and all notices and communications in relation to any arbitration proceedings under this Clause, including commencement notices and appointment of arbitrators, shall be treated as effectively served from the date and time the e-mail was sent if sent by e-mail to the e-mail addresses below:

Name of Party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above Party: [insert]

Name of other Party to this Contract:

E-mail address(es) for receipt of notices and communications on behalf of the above Party: [insert]

Either Party shall be entitled to change and/or add to the e-mail addresses above by sending notice of change to the other Party at the above address (or, if previously amended by notice, the relevant amended addresses).

Nothing in this Clause shall prevent any notice and communication in relation to any arbitration proceedings in connection with this Contract being served by other effective means.

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SECTION 8 – General

28. Assignment

Neither of the Parties shall assign any of their rights under this Contract without the prior written consent of the other Party, such consent not to be unreasonably withheld or delayed.

29. Notices and Communications

- (a) All notices and other communications under or in connection with this Contract shall be in writing in the English language.
- (b) Save where the provisions of subclause (f) of Clause 27 (BIMCO Law and Arbitration Clause 2020) apply, all notices and other communications shall be sent to the person(s) and using the contact details for the Owners and the Contractors stated in Box 21 and Box 22 respectively.

30. Confidentiality

- (a) Neither the Owners nor the Contractors shall disclose to third parties any confidential information relating to pre-contractual discussions and/or the terms and conditions of this Contract, except with the prior written consent of the other Party, or to the extent required by law, or by a request of a Government or agency thereof.
- (b) The Parties shall take reasonable precautions to ensure that no unauthorised disclosure of confidential information takes place.
- (c) If the Contractors or the Owners are uncertain as to whether information is confidential, the Contractors or the Owners (as the case may be) shall consult with the other Party.
- (d) Should the Contractors or the Owners be required by law to disclose confidential information, the disclosing Party will notify the other Party and shall disclose only the minimum confidential information required to satisfy legal requirements.
- (e) Neither Party shall comment upon nor discuss this Contract nor any incident related to it with the media without the permission of the other Party.
- (f) This Clause shall survive termination of this Contract.

31. Third Party Rights

Except to the extent provided in Clause 16 (Liabilities and Indemnities) and Clause 17 (Contractors' Personnel and SEV Security Personnel Liability), no third parties may enforce any term of this Contract.

32. Partial Validity

If any provision of this Contract is or becomes or is held by any arbitrator or other competent body to be illegal, invalid or unenforceable in any respect under any law or jurisdiction, the provision shall be deemed to be amended to the extent necessary to avoid such illegality, invalidity or unenforceability, or, if such amendment is not possible, the provision shall be deemed to be deleted from this Contract to the extent of such illegality, invalidity or unenforceability, and the remaining provisions shall continue in full force and effect and shall not in any way be affected or impaired thereby.

33. Entire Contract

This Contract constitutes the entire Contract between the Parties and no promise, undertaking, representation, warranty or statement by either Party prior to the date stated in Box 2 shall affect this Contract. Any modification of this Contract shall not be of any effect unless in writing signed by or on behalf of the Parties.

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34. BIMCO Electronic Signature Clause 2021

- (a) For the purpose of this Clause “Electronic Signature” shall mean data in electronic form which is attached to or logically associated with other data in electronic form and which is used by a signatory to sign and includes, without limitation, typing a name into a contract, inserting a signature (in the form of an image) into a contract or using a web-based electronic signature platform to generate an electronic representation of a handwritten signature or a digital signature using public key encryption technology.
- (b) The Parties agree that this Contract, and any documents to be signed in connection herewith, may be electronically signed and the use by a Party of an Electronic Signature shall, for the purposes of validity, enforceability and admissibility, be conclusive evidence of that Party’s intention to be legally bound as if such signature had been written by hand.
- (c) In the event that an Electronic Signature is, for any reason whatsoever, not recognised by any relevant person, entity or authority in any applicable jurisdiction, each Party undertakes, upon request, to promptly provide a handwritten signature on any relevant document.
- (d) This Contract may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which together shall constitute one and the same agreement. A counterpart bearing an Electronic Signature shall satisfy the requirements of this Clause.

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ANNEX A (SECURITY ESCORT VESSEL MINIMUM REQUIREMENTS)
BIMCO STANDARD CONTRACT FOR SECURITY ESCORT VESSELS
CODE NAME: SEV-GUARDCON

	Minimum requirements
Sustainable operating speed	
Maximum operating speed	
Range at sustainable operating speed	
Security Escort Vessel size/dimensions	
Security Equipment	
Navigation & communication equipment (Radar, AIS, VHF)	
Machinery (such as minimum two main engines to support in case of breakdown)	

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ANNEX B (INSTRUCTION NOTICE)
BIMCO STANDARD CONTRACT FOR SECURITY ESCORT VESSELS
CODE NAME: SEV-GUARDCON

To:

Tel:

Fax:

Email:

For the attention of:

From:

SEV-GUARDCON Contract dated made between Owners and Contractors (the "Contract")

INSTRUCTION NOTICE

This is an Instruction Notice as described in the Contract referred to above. Defined terms set out in the Contract shall have the same meaning when set out in this Instruction Notice.

Under the terms of the Contract referred to above, we hereby give you notice that we require the Contractors to provide us with the Security Services:

Client Vessel

Name:

IMO number:

REVIEW WILL BE MADE DURING IMPLEMENTATION | CONTRACTORS WILL NEED TO VERIFY THE RENDEZVOUS AND
RELEASE POINTS

Security Escort Vessel

Name:

Call sign:

IMO number/local registration:

Cross Border Transit?

A. Rendezvous Point and Time:

B. Interim Release/Rendezvous Point:

C. Release Point and Time:

Number of SEV Security Personnel on Security Escort Vessel:

Estimated Number of Days Transit:

We would be grateful if you could contact [OWNERS CONTACT; EMAIL] in order to verify our requirements and confirm the provision of the Security Services as required.

Yours

Signature of Owners

Date:

Confirmed

Signature of Contractors

Date:

Sample copy

ANNEX C (INDIVIDUAL WAIVER)

BIMCO STANDARD CONTRACT FOR SECURITY ESCORT VESSELS CODE NAME: SEV-GUARDCON

INDIVIDUAL PASS TO BE SIGNED BY CONTRACTORS' PERSONNEL PRIOR TO BOARDING THE CLIENT VESSEL:

To: the Master of M.V.

In consideration of your allowing me to board the M/V _____ flying the flag of _____ (the "Vessel") and remain on board from _____ to _____ (the "Single/Multiple Transits") pursuant to the contract for the provision of security services (the "Security Services") made on the BIMCO SEV-GUARDCON form dated _____ between the owners and/or operators and/or managers of the Vessel as Owners and my employers _____ as Contractors, I undertake to the Owners as follows:

1. This undertaking, and any non-contractual obligation arising out of this undertaking (including, without limitation, questions of the Owners' liability), is governed by English law. Any dispute arising out of this undertaking is to be decided by the English High Court to the exclusion of the courts or tribunals of any other jurisdiction.
2. I acknowledge and agree that, at all times throughout the duration of the Single/Multiple Transits and the performance of the Security Services, the Master shall have and retain ultimate responsibility for the safe navigation and overall command of the Vessel and that any decisions made by the Master shall be binding on me. I undertake to act upon the instructions of the Master at all times during the Single/Multiple Transits and comply with all relevant policies related to crew/non-fare paying passengers while on board.
3. I expressly undertake and agree on behalf of myself, my heirs, executors and assignees forever that the Vessel, its Master, officers and crew, its insurers, the Owners and their subsidiaries and/or affiliate companies, the registered owner of the Vessel (if not the Owners), and each of their respective directors, employees and agents and any persons permitted by the Master to travel on board the Vessel other than myself (together, the "Owners' Group") shall be under no liability whatsoever to me in respect of loss of life, illness, injury or loss of or damage to personal effects, luggage or other property, by reason of having allowed me on board the Vessel and even if the loss of life, illness, injury or loss of or damage to personal effects, luggage or other property is caused by the negligence of the Owners' Group. Accordingly, I expressly agree to assume any and all risks concerning my loss of life, illness, injury and loss of or damage to my personal effects or luggage or other property whilst on board the Vessel and during embarkation and disembarkation.
4. The Contractors have insured against the risks, losses and liabilities dealt with in this letter and that to the extent that I or my heirs, executors and assignees may have a claim arising from my deployment, that claim will be notified and made to the Contractors and not to you or any other member of the Owners' Group. I or my heirs, executors and assignees undertake to pay any and all expenses for medical treatment, maintenance, transportation, repatriation, burial and/or other expenses incurred by reason of my loss of life, illness or injury, whether or not caused by negligence of the Owners' Group. To the extent that any of Owners' Group are nevertheless held liable by any third party to pay any or all such expenses, I or my heirs, executors and assignees expressly undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Owners' Group for all such expenses.
5. I confirm that I and/or the Contractors have arranged appropriate insurance to cover my own personal injury or death compensation and associated medical costs, transportation, repatriation, burial and/or other costs and expenses incurred by reason of my loss of life, illness or injury.
6. I warrant my compliance with all quarantine, passport, and other regulations for all ports of call during the Single/Multiple Transits and I undertake to hold harmless, defend, indemnify and waive all rights of recourse against the Owners for all additional expenses which they may incur by reason of my non-compliance with this Clause 6, whether negligent or not, including but not limited to additional harbour, tonnage and light dues, fines and expenses arising out of delay or detention of the Vessel.
7. If any provision of this undertaking relating to claims for death or personal injury is found to be void or unenforceable, it is my intention and agreement that all other provisions of this undertaking shall remain in full force and effect unless the provisions which are invalid or unenforceable shall substantially affect the rights or

obligations granted to, or undertaken by, me or any member of the Owners' Group. In such case I confirm my instruction and agreement to replace the invalid or unenforceable term with the following term:

8. "The provisions of the Athens Convention relating to the Carriage of Passengers and their Luggage by Sea done in Athens on 13 December 1974 (the "Athens Convention") excluding any Protocols thereto is hereby incorporated into the terms and conditions of this Pass (but not any Protocols thereto) as if this Pass were a Contract of Carriage to which the Athens Convention were applicable. For this purpose the person signing hereunder shall be deemed to be a "passenger" and the contemplated voyage and/or visit shall be deemed to be "international carriage" as defined in the Athens Convention. In the event of any inconsistency between the terms and conditions of this Pass and the terms of the Athens Convention, the terms of the Athens Convention shall prevail but without prejudice to the terms and conditions of this Pass to the extent that they are not so inconsistent."

The undersigned further represents and warrants to have read and understood in full the above and have willingly and under no duress agreed to its terms.

Name:

Address:

Domicile:

Phone:

Passport No:

Signature:

Sample copy

**ANNEX D (SCHEDULE OF FEES FOR MULTIPLE TRANSITS)
BIMCO STANDARD CONTRACT FOR SECURITY ESCORT VESSELS
CODE NAME: SEV-GUARDCON**

To be agreed if not stated in the Instruction Notice (see Annex B)

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ANNEX E (STANDARD OPERATING PROCEDURES)
BIMCO STANDARD CONTRACT FOR SECURITY ESCORT VESSELS
CODE NAME: SEV-GUARDCON

Note: The Contractors shall provide the Standard Operating Procedures that apply to the provision of Security Services under this Contract.

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