



PARTNERSHIP AGREEMENT NEDERLANDSE VISSERSBOND
(DUTCH FISHERMEN'S ASSOCIATION)

2018¹

The contracting parties:

1. the owner (possibly legal body or partner):

Name:

Address:

Postal code and town:

Registration number of vessel:

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Name of vessel:

IMO number of vessel:

and

2. crew members (including crew members that are also (co-)owner/partner or representative of the (co-)owner/partner)

- a. Name:
- Address:
- Postal code and town:
- Date of birth: Place of birth:
- Operating in the position of: skipper/captain, hereinafter referred to as "skipper"
- Place and date of first journey:

- b. Name:
- Address:
- Postal code and town:
- Date of birth: Place of birth:
- Operating in the position of:
- Place and date of first journey:

¹ Revision in anticipation of ratification by the Netherlands of C188 - Work in Fishing Convention, 2007, of the International Labour Organization
http://www.ilo.org/dyn/normlex/en/f?p=NORMLEXPUB:12100:0::NO::P12100_ILO_CODE:C188

- c. Name:
Address:
Postal code and town:
Date of birth: Place of birth:
Operating in the position of:
Place and date of first journey:
- d. Name:
Address:
Postal code and town:
Date of birth: Place of birth:
Operating in the position of:
Place and date of first journey:
- e. Name:
Address:
Postal code and town:
Date of birth: Place of birth:
Operating in the position of:
Place and date of first journey:
- f. Name:
Address:
Postal code and town:
Date of birth: Place of birth:
Operating in the position of:
Place and date of first journey:
- g. Name:
Address:
Postal code and town:
Date of birth: Place of birth:
Operating in the position of: Place and date of first journey:

h. Name:
 Address:
 Postal code and town:
 Date of birth: Place of birth:
 Operating in the position of:
 Place and date of first journey:

i. Name:
 Address:
 Postal code and town:
 Date of birth: Place of birth:
 Operating in the position of:
 Place and date of first journey:

j. Name:
 Address:
 Postal code and town:
 Date of birth: Place of birth:
 Operating in the position of:
 Place and date of first journey:

hereinafter also individually and collectively referred to as "party" and "contracting party" and/or "parties" and "contracting parties", and contracting parties 2 also referred to as "crew members",

agree to the following:

Article A Objective

- Parties have established a partnership to operate a fishing company (hereinafter: "the partnership"); this partnership will be managed under the General Partnership Terms & Conditions (hereinafter: "GPTC") of the NEDERLANDSE VISSERSBOND (DUTCH FISHERMAN'S ASSOCIATION), which have been incorporated into this agreement, with parties confirming awareness to and familiarity with them.
 The GPTC have been deposited with the clerk of the district court in The Hague.

Article B Agreements

- The owner (contracting party 1) and/or the skipper (contracting party 2a, as referred to in article 452q of the Dutch Commercial Code) are authorised to operate the fishing company by establishing the partnership agreement in the name of the company, as referred to in article 7:1681 Dutch Civil Code.
- The owner (contracting party 1) and/or the skipper (contracting party 2a, as referred to in article 452q of the Dutch Commercial Code) will make known to those with whom the

agreement has been undertaken that he or the skipper enters into the agreement on behalf of himself and the other named contracting parties.

It will also be pointed out that the names of the contracting parties can be requested from the Sociaal Fonds voor de Maatschapsvisserij (SFM) in Zoetermeer or from the regional offices of the SFM in Urk, Wieringen and Texel.

3. In the partnership agreement, the liability of the contracting parties is in proportion to their share in the partnership. The company components have been referred to in Article R.
4. Contracting parties are obligated to make sure a copy of the partnership agreement is available on the vessel. The skipper will be responsible for making sure this obligation is adhered to (contracting party 2a, as referred to in article 452q of the Dutch Commercial Code).

Article C Contribution by owner

1. The owner makes the fishing vessel, ready for sea and suitable for practising fishing tasks, available to the partnership, with all the fishing rights and days at sea granted by the Dutch government, and will keep this vessel in working order in accordance with that stipulated in articles 4 and 5 of the GPTC. The owner will also contribute his knowledge and diligence.
2. If the partnership decides to lease extra fishing rights, this will be at the expense of the partnership. The agreement relating to leasing fishing rights will be entered into in accordance with article B.
3. If the partnership is not able to fully make use of said fishing rights, they will again be at free disposal of the owner.
4. If the partnership is not able to make full use of the leased fishing rights, they will be re-leased for the benefit of the partnership if possible.

Article D Contribution by other contracting parties

The contracting parties 2 contribute their labour, knowledge, diligence and the diplomas they have obtained.

Article E Intended journey or journeys

Not determined at the start of the agreement.

Article F Duration of the agreement

This agreement is entered into from to; if dates have not been mentioned above, the agreement is deemed to be established for an indefinite period.

Article G Termination

The partnership agreement can be terminated by the owner and/or the contracting parties 2 in accordance with a notice period of 4 weeks, except when there is joint written permission for a shorter term or in case of urgent reasons, as explicitly specified in articles 7:726 and 727 of the Dutch Civil Code. If one of the contracting parties (prematurely) terminates the partnership agreement, the partnership will be continued by the other contracting parties with the same terms and conditions, unless termination has been exercised by the owner.

In case of continuation, percentages will be reallocated unless a new contracting party is included.

Article H Leadership

The skipper (contracting party 2a) will be responsible for leading on board activities in accordance with the provisions in article 8 of the GPTC.

Article I Share in the result

The share in the net profit of the partnership is the share in the result as a percentage that is stated after the signature in article R of this partnership agreement.

Article J Net profit calculation

The net profit is made up of the remainder of the gross profit after the costs shown below have been deducted.

Costs (* tick and/or fill in if applicable)	Included in owner's part *		Fixed costs per fishing trip * €	Justification per invoice *	
	Yes	No		Yes	No
Auction costs					
Cost of fresh water					
Cost of food on board					
Cost of gas oil					
Cost of lubricants and grease					
Cost of storing catch i.e. refrigeration					
Harbour and lock fees					
Net freight costs					
Wharfage and factory fees					
Docking fees and fines					
Rent for navigation and electronic tracking devices					
Governmental levies on the catch, including levies made by public and private organisations in the field of fishing					
Leasing fishing rights					
Criminal, administrative and private law fines in respect to fishing					
Travel expenses (collectively organised)					
Administration costs for the partnership					
Cost of sorting the catch					

Premium for Sociaal Fonds voor de Maatschapsvisserij					
Costs for implementing Working conditions Act					

Column 1 If contracting parties decide that the costs must be borne by the owner, these costs will be taken from owner's share in the result and "yes" must be marked in column 1.

Column 2 The amount must be entered in column 2 if the contracting parties decide that the partnership pays a fixed price for the costs per fishing trip.

Column 3 The amount must be entered in column 3 if the contracting parties decide that the partnership must bear the size of the invoice amount.

Article K Payment and justification

1. The owner is authorised to receive the partnership's profit and is obliged to transfer the shares in the result to the contracting parties' bank accounts within 14 days of the end of the fishing trip.
2. The owner will ensure that the account referred to in article 15 of the GPTC will be made available on board for the contracting parties to examine.
3. The owner will issue the contracting parties with the balance and a profit and loss account of the partnership within three months of dissolution of the partnership or within three months of the calendar year ending.

Article L Incapacity to work and medical expenses

1. The crew members are compulsorily insured against the consequences of incapacity to work with the Sociaal Fonds voor de Maatschapsvisserij. Premiums are paid in advance by the owner, and then deducted from the share in the result during the year. Refunds and insurance money will be credited and/or transferred by the owner to the insured person immediately after they are received.
2. If a crew member suffers an illness or accident during a fishing trip, the owner will accept the risk referred to in Chapter 3 of the Dutch Health Insurance Act, until the crew member has returned or been unable to return to his country of residence. Any payments made from a legislative measure and received by the crew member during hospitalisation abroad will be immediately assigned to the owner during this period.

Article M Disputes

1. Parties will explicitly consider mediation in the event of disputes.
2. If mediation is not considered and/or if mediation does not lead to a solution, parties will settle their disputes - both legal and factual in nature - concerning the partnership agreement established between parties and the applicable provisions in the GPTC, by way of arbitration and not via the regular courts.
3. Arbitration will be initiated by way of written notification by one party/parties (the "*claiming party(ies)*") to the counter party(ies) ("*defending party(ies)*"). This written notification must mention the topic of arbitration the claiming party(ies) would like to address. In necessary, the defending party(ies) will be entitled to issue counter claims. The arbitration council will consist of three people. The claiming party(ies) as well as the defending party(ies) are required to appoint an arbitrator. The appointed arbitrators will appoint a third arbitrator, who will act as chairman. The arbitration council will determine how the procedure progresses.

4. If a dispute occurs, parties are free to deviate from that stipulated above under 3.
5. Disputes must be initiated by the claiming party(ies) within a month of the claiming party(ies) becoming familiar with the definitive stance of the defending party(ies). The claims of the claiming party(ies) will be inadmissible if this period is exceeded, irrespective of how the dispute is being settled. However, if the claiming party(ies) take the initiative to initiate mediation within this one month period, the period will only start once it has been confirmed that mediation will not go ahead and/or will not offer a solution.
6. This dispute procedure will not apply to disputes concerning (the level of) work incapacity and interpretations of SFM statutes and regulations. Parties agree to settle these disputes in accordance with the disputes procedure stipulated in articles 14 and 15 of the SFM statutes.

Article N Leave and remuneration

Not applicable.

Article O Medical care paid by the owner

Not applicable, besides that stipulated under Article Q (insurance for work-related illness, accidents and death).

Article P Rest times

If a fishing trip lasts longer than three days, each crew member must take at least ten (10) hours' rest per day and 77 (seventy-seven) hours per week. The skipper (contracting party 2a) will make sure on board activities are carried out in a timetable that respects these resting times. The captain will be allowed to deviate from the timetable if necessary to safeguard the safety of the ship, people on board and/or the catch or to provide assistance to other ships or persons in need at sea.

Article Q Other stipulations

In addition to this partnership agreement, the contracting parties have agreed to the following:

Risk Inventory and Evaluation (RIE)²: contracting parties agree that contracting parties 1 and 2a are responsible for performing and updating a Risk Inventory and Evaluation (RIE) with accompanying Action Plan, work instructions, training (fishing techniques), reporting and investigation into on board accidents. Crew members are required to follow necessary training and comply with work instructions.

Basic Safety Training: crew members must possess a valid medical declaration of suitability as well as a Basic Safety Training certificate.

Personal safety equipment: contracting parties agree that contracting parties 1 and 2a will be responsible for making sure personal protection equipment is available on-board and is correctly used and maintained, and replaced in case of defects. This includes wearing SOLAS approved life jackets when on the deck of the vessel. Personal protection equipment will be purchased by the owner, contracting party 1, and given to the other contracting parties, with costs for purchasing protection equipment being covered by the partnership.

² The Sectorraad Visserij (Fishing Council) has developed a special sector RI&E for cutters at www.rie.nl, which will become available during the course of 2018.

Minors: the minimum age for performing activities on board a fishing vessel is sixteen (16) years. Exceptions include fifteen (15) year-old students who are being trained as professional fishermen, as long as these children are subject to national regulations when it comes to the activities they can be asked to perform. The minimum age for performing activities that could present a risk to the health, safety or moral of young crew members is eighteen (18) years. This also applies when working at night (24:00 o'clock – 05:00 o'clock). An exception to this can be made for 16 and 17 year-olds who are being trained as professional fishermen, but only if their health, safety and moral are fully protected and if they have received adequate specific instructions and appropriate professional training as well as basic safety training.

Insurance against work-related illness, accidents and death: the owner (contracting party 1) is responsible for medical care and the repatriation of crew members (contracting party 2) abroad. This also applies to injury or death caused by accidents that occur during activities on board. The following insurance is recommended for the owner (contracting party 1): 1. Anchor insurance. 2. P & I 3. Additional insurance against work incapacity (possible collectively, but not mandatory).

In accordance with that stipulated in article 9 of the GPTC, crew members within a company must be insured with the SFM.

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Article R Closing statement

Contracting parties declare by signing that they are aware of the General Partnership Terms and Conditions (GPTC) accompanying this partnership agreement.

Signed by	Signature	Percentage share
Contracting party 1		%
Contracting party 2a		%
Contracting party 2b		%
Contracting party 2c		%
Contracting party 2d		%
Contracting party 2e		%
Contracting party 2f		%
Contracting party 2g		%
Contracting party 2h		%

Contracting party 2i		%
Contracting party 2j		%

If the crew members rotate, the share in the result of the crew members who are not on board will be shared, in proportion to the number of shares, amongst crew members who were on board after each fishing trip.

Location:

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Date:20.....

A copy of this partnership agreement will be given by the owner to:

- 1. The Sociaal Fonds voor de Maatschapsvisserij**
- 2. Each one of the contracting parties**