

# “MIRAI” Boarding Agreement Form

To: The President of THE JAPAN AGENCY FOR MARINE-EARTH SCIENCE TECHNOLOGY

We, the Institute/Company indicated below, hereby approve of the below-mentioned person’s application for boarding and of boarding the Research Vessel “MIRAI” as a member of the following voyage(s) (“ the Voyage(s) ”) and confirm and warrant that the said person is a current member belonging to our Institute/Company.

The Voyage(s) : Voyage No(s). : MR - , MR - , MR -

**Remark: Please state all the Voyage No(s)., in case of consecutively boarding the above ship on her consecutive voyages of more than one Voyage Number,**

Date .....

Institution / Company .....

Name of director .....

Signature of director .....

1. Boarding Person

Name		Institution/ Company	
Position		Phone	

※All personal information obtained will be used only for security control for vessels and safety management for persons boarding on vessels based on ISPS Code and others and will be kept confidential and be safely and properly treated under the “Regulations Concerning the Protection of Personal Information” of the Japan Agency for Marine-Earth Science and Technology.

2. Agreement on Boarding

I, the below signed, (“the Boarding Person”) will board the Research Vessel “MIRAI” ( “MIRAI”) and hereby pledge to observe and comply with the relevant provisions and regulations concerning the management and operation of *MIRAI* of the Japan Agency for Marine-Earth Science and Technology (Including its ship management companies and operation management companies, including but not limited to Nippon Marine Enterprises, Ltd., and Marine Works Japan Ltd., hereinafter collectively referred to as “JAMSTEC.”) as well as directions and orders of the Master of *MIRAI* in respect of safe operations, and furthermore, I agree to all of the terms and conditions of this Agreement herein and will carry out works safely and smoothly. Even in the event that the laws and regulations, the office regulations and others of various sorts to be complied with by the Boarding Person other than the provisions stipulated in this Boarding Agreement, may be different from, contradictory to or inconsistent with the provisions stipulated in this Boarding Agreement, the Boarding Person shall prioritize compliance with the provisions stipulated in this Boarding Agreement. The Boarding Person hereby confirms that the boarding on *MIRAI* and his/her research and examination, works during the “Boarding Period” as defined in below will be those carried out on board the vessel operating in ports, harbors and at the sea/ocean and therefore will be accompanied by meteorological phenomena, act of God, fire, marine casualties, accidents, breakdowns, failures, piracy activities and other various dangers and that he/she boards on *MIRAI* by fully realizing and accepting the same.

**Article 1. (Definitions of “Embark”, “Disembark” and “Boarding Period”)**

In this Agreement “Boarding Period” means the period from the time when the Boarding Person “embarks” (as below defined) on *MIRAI* until the time when he/she “disembarks” (as below defined) from *MIRAI*. Provided that the period whilst the Boarding Person temporarily is apart from *MIRAI* by using her facilities/equipments for the purposes of research or others or the period whilst the Boarding Person temporarily disembarks from *MIRAI* during her calling in ports/places and others for certain purposes, is deemed to be included in “Boarding Period”.

The above “Embark” means the time when the Boarding Person has reached *MIRAI* or her facilities/equipments such as her gangway, boarding ladder, deck and others and has completed the shifting to *MIRAI* from pier, wharf, lighter/barge, ferry, helicopter and others irrespective of traffic/boarding methods, in accordance with the approval of JAMSTEC under this Agreement and with the directions of the Master of *MIRAI*.

The above “Disembark” means the time when the Boarding Person has been apart from *MIRAI* or her facilities/equipments such as her gangway, boarding ladder, deck and others and has completed the shifting to pier, wharf, lighter/barge, ferry, helicopter and others, irrespective of traffic/boarding methods, in accordance with the directions of the Master of *MIRAI* in order to finish the boarding on *MIRAI*.

**Article 2. (Responsibility to the Boarding Person under Employment Contract(s))**

The Boarding Person agrees that during the Boarding Period, his/her employer(s) or the Boarding Person himself/herself shall owe all responsibilities for the matters related to working time, Workmen’s Accident Compensation and others, that JAMSTEC shall not owe any responsibility to the Boarding Person under such employment contract(s) and that JAMSTEC has no employment relationship of whatsoever with the Boarding Person in any name, pretext or manner.

**Article 3. (Baggage/Personal Effects)**

(1) The Boarding Person warrants that with respect to all “Baggage/Personal Effect” which he/she carries on into *MIRAI* when embarking on her,

he/she has obtained all necessary permissions required by the laws and regulations on export and import of Japan and the related countries. The above "Baggage/Personal Effect" means the baggage/articles and personal effects which the individual Boarding Person carries on into his/her room except for apparatuses for research and observation and equipment which should be stated in the attached "MIRAI Loading Agreement and the List of the Loaded Goods " (collectively "MIRAI Loading Agreement").

If despite there being apparatuses for research and observation and equipment which should be stated in the MIRAI Loading Agreement, the MIRAI Loading Agreement stating such has actually not been produced, the Boarding Person agrees that (i) neither JAMSTEC or any third party shall in any case owe any responsibility for the loss of/damage to such apparatuses for research and observation and equipment which should have been stated in the MIRAI Loading Agreement and that (ii) the Boarding Person in any case owes all responsibilities for loss and damage suffered by JAMSTEC, its agents, the Master and the Crewmembers of *MIRAI*, the staff members of JAMSTEC or any other third parties arising from or caused by such apparatuses for research and observation and equipment and JAMSTEC shall not owe any responsibility therefor.

(2) The Boarding Person also warrants that the Baggage/Personal Effect shall comply with the laws and regulations of Japan, the flag country of *MIRAI* and with the laws and regulations of countries as well as the relevant international conventions/regulations governing, having the jurisdiction over or controlling or being applied to the high seas, territorial seas and waters including the exclusive economic zones and ports and territories in which *MIRAI* navigates or calls as well as with the law and regulations of countries of which the Boarding Person has the nationality and the relevant international conventions/regulations.

(3) The Boarding Person further warrants that the Baggage/Personal Effect are not those (including guns/firearms, swords, inflammables and explosives) which shall pose risk or danger to *MIRAI*, her facilities/equipments and goods, her Master and the Crewmembers, the other Boarding Persons and others and that he/she does not carry on or possess any articles or goods prohibited by the laws and regulations of Japan, the flag country of *MIRAI* and of the countries/places in which she calls.

(4) The Boarding Person agrees that whenever the Master of *MIRAI* judges that of the Boarding Person is or is likely to be in breach of the laws and regulations set out in Paragraph(2) of this Article, that the Baggage/Personal Effect pose or is likely to pose risk or danger set out in Paragraph (3) of this Article, the Master is entitled to reject the carrying on of those, forfeit the Baggage/Personal Effect in question, from the Boarding Person, to store and manage the same or land/dispose of destroy/rendering innocuous the same and shall, without raising any objection, comply with the directions of the Master including for immediate disembarkation. The Boarding Person also agrees to bear all the costs arising therefrom.

#### **Article 4. (Responsibility of JAMSTEC and Extent thereof )**

The Boarding Person agrees to the contents of each following Paragraph;

(1) That JAMSTEC shall not owe any responsibility for any loss of and damage to the Boarding Person which occurs during the Boarding Period, unless it is proved that such has been caused by the own willful misconduct or negligence of JAMSTEC or its agents themselves or by willful misconduct or gross negligence of the Master/the Crewmembers of *MIRAI* or of the staff members of JAMSTEC, provided that JAMSTEC shall not owe any responsibility for any loss and damage of the Boarding Person which occurs during the period whilst the Boarding Person temporarily disembark from *MIRAI* for the Boarding Period (including cases where he/she is apart from *MIRAI* to the sea and others for his/her works, research or examination).

(2) That in case where the Boarding Person carries on or brings into *MIRAI* gold, silver, other precious metals, currency, negotiable instruments, gems/jewelry, art works, antiques, furs or other valuable articles, the Boarding Person shall keep and store the same at his/her own responsibility and JAMSTEC shall not owe any responsibility for loss, damage or theft of or to the same.

(3) That JAMSTEC's liability for loss, damage or theft of or to the Baggage/Personal Effect which the Boarding Person carries on and brings into *MIRAI* shall not in any event exceed an amount of Japanese Yen 200,000 in total per one Boarding Person and one voyage number. Notwithstanding the foregoing provisions, JAMSTEC shall not owe any responsibility for any loss of and damage to the Baggage/Personal Effect arising or resulting from act, neglect or default of the Master, crewmembers, pilots or other servants of JAMSTEC in the navigation or in the management of *MIRAI* or from fire.

(4) That any compensation and its amount payable by JAMSTEC under this Article shall be reduced in proportion to any willful misconduct or comparative negligence of the Boarding Person contributory to the loss or damage.

(5) (i) That as for death or personal injury of the Boarding Person, JAMSTEC shall in any event not be liable for such unless a written notice stating the fact of the occurrence of his/her death or personal injury together with supporting documents to prove such is given to JAMSTEC ( in this case it means only "the Japan Agency for Marine-Earth Science and Technology ") within six (6) months from the day of the occurrence of such fact.

That further in any event JAMSTEC shall be discharged from all liabilities for death or personal injury unless suit is brought in the competent jurisdictional court as stipulated in Article 14 of this Agreement in below within one (1) year from the day of the occurrence of the fact.

(ii) That as for any loss and damage of the Boarding Person other than his/her death and personal injury, JAMSTEC shall in any event not be liable for such unless a written notice stating the fact of the occurrence of such loss and damage together with supporting documents to prove such damage is given to the Master of *MIRAI* upon finding of such fact and at the latest by the time of disembarkation.

That further in any event JAMSTEC shall be discharged from all liabilities for any loss and damage of the Boarding Person unless suit is brought in the competent jurisdictional court as stipulated in Article 14 of this Agreement in below within six (6) months from the day of the disembarkation.

(6) In case where JAMSTEC is liable in accordance with this Agreement, JAMSTEC is entitled to limit its liability to in accordance with the provisions of the applicable laws and regulations.

(7) The Boarding Person shall not assign or transfer or make pledge or security of all or part of any of the rights toward and claims against JAMSTEC to any third party

#### **Article 5. (Responsibility and Obligation of the Boarding Person)**

(1) In case where the Boarding Person, by willful misconduct or negligence for the boarding period, causes loss or damage to JAMSTEC, its agents, the Master and the Crewmembers of *MIRAI*, the staff members of JAMSTEC, other boarding persons or others, or to *MIRAI*'s hull, her facilities/equipments, goods/articles or the other persons' equipment, articles and others, or interrupt or disrupt their operation, works, research, examination, he or she shall compensate for the loss or damages at his/her responsibility and costs.

(2) The Boarding Person agrees that whenever the Master of *MIRAI* judges that the Boarding Person is or is likely to be in breach of the foregoing Paragraph (1) of this Article, or that he/she is unable to or is likely to be unable to stand boarding on *MIRAI* in light of his/her mental and physical body condition, conduct, competence or otherwise, the Master is entitled to let the Boarding Person stop such conduct or to order for disembarkation and others and complies with the directions of the Master including for immediate disembarkation without raising any objection. The Boarding Person also agrees to bear all the costs arising therefrom.

(3) The Boarding Person shall comply with the laws and regulations of Japan, the flag country of *MIRAI* and with the laws and regulations of countries as well as the relevant international conventions/regulations governing, having the jurisdiction over or controlling or being applied to the high seas, territorial seas and waters including the exclusive economic zones and ports and territories in which *MIRAI* navigates or calls as well as with the relevant international conventions/regulations.

#### **Article 6. (Fitness/Health Certificate)**

(1) The Boarding Person declares that he/she is in a healthy condition, and is fully fit for boarding on *MIRAI* and carrying out his/her works during the entire Boarding Period.

(2) The Boarding Person shall respond at his/her responsibility and costs in case where he/she has been in such a condition as be required for getting a diagnosis of a medical doctor or medical treatment due to illness, disorder or others during The Boarding Period.

(3) In case where the Master of *MIRAI* judges that the Boarding Person falls under any of the following events, the Master can order for disembarkation

of such Boarding Person or for other necessary steps. The Boarding Person agrees to bear all the costs therefor.

(i) In case where the Boarding Person has been in such a condition as be required for getting a diagnosis of a medical doctor or medical treatment due to illness, disorder or others.

(ii) In case where the Boarding Person suffers or is likely to suffer infection disease.

(iii) In case where the Boarding Person is not fit or is likely to be not fit for boarding on *MIRAI* due to illness, disorder or others.

(4) The Boarding Person agrees that there is no ship's medical doctor on board *MIRAI*.

**Article 7. (Insurance)**

The Boarding Person shall purchase or enter into necessary insurance and others at his/her responsibility and costs before boarding *MIRAI*, in order to provide for any contingent event of death, personal injury, illness and others during the Boarding Period.

**Article 8. (Drug Policy)**

The Boarding Person shall not carry on or bring into any illegal drugs *MIRAI* or shall not use such drugs on board. In case where the possession of illegal drugs on board is detected or the use of such drugs on board is detected by testing or otherwise possession, the Boarding Person agrees that the Master is entitled to forfeit the drugs and others from the Boarding Person, to store and manage the same or dispose of/ destroy/rendering innocuous the same and shall, without raising any objection, immediately disembarkation. The Boarding Person also agrees to bear all the costs related to the above disposal or disembarkation including costs, for ferries and others to arise.

**Article 9. (Change of Operation, Schedule and Others)**

The Boarding Person agrees that JAMSTEC or the Master of *MIRAI* has all powers and discretions in respect of the operation of *MIRAI* and shall not raise any objection to change, discontinuation, shortening, prolongation and others of the operation such as change of the operation schedule and change of destinations of *MIRAI* and others nor shall make any demand for compensation or claim for any of his/her damages or inconvenience arising therefrom.

**Article 10. (Reuse and Authorship of Technical Information)**

The Boarding Person warrants that with respect to the technical information and soft wares as regulated by the laws and regulations related to the foreign exchange, the foreign commerce and the export control which is acquired during the Boarding Period, he/she shall use and reuse said for civil use only.

**Article 11. (Confidentiality)**

(1) The Boarding Person shall keep confidential such information as disclosed by JAMSTEC, its agents, the Master/the Crewmembers of *MIRAI* or the staff members of JAMSTEC and shall not disclose or divulge such to any third party, not only during the Boarding Period but also after the completion of the Boarding Period.

(2) Notwithstanding the Paragraph (1) of this Article, the Boarding Person shall deal with the information concerning research (which means "Data and Samples" as stipulated and defined in the Regulations on Handling Research Results, Regulations for Handling Data and Regulations for Handling Samples as amended of the Japan Agency for Marine-Earth Science and Technology) which is procured during the Boarding Period in compliance with the terms and conditions of the "Pledge Concerning the Handling of Data and Samples" as stipulated separately from this Agreement.

(3) The Paragraph (1) of this Article shall not apply in case where information falls under any the following.

(i) Information which is in the public knowledge/domain or has been in the public knowledge/domain for no cause attributable to the parties.

(ii) Information which has been lawfully obtained from third parties.

(iii) Information which has been already held at the time of disclosure.

(iv) Information which is required to disclosure by any laws and regulations or orders by governmental organizations or courts.

**Article 12. ( Rights of Agents, Staff members, Assistants for Performance and Others)**

The Boarding Person agrees that the agents of JAMSTEC, the Master/the Crewmembers of *MIRAI* or the staff members of JAMSTEC can enjoy and rely on the provisions of this Agreement set out for the benefits of JAMSTEC as if those were expressly provided for such persons.

**Article 13. (Effects of Terms and Conditions)**

The Boarding Person agrees to the following;

(1) All terms and conditions of this Agreement shall apply to any right and claim of the Boarding Person whether based on contract or tort.

(2) Should any term or condition of this Agreement is repugnant to the applicable laws and regulations, only such term or condition shall void and no further.

**Article 14. (Governing Law, Jurisdiction)**

The Boarding Person agrees that this Agreement shall be governed by and construed in accordance with Japanese law, and any and all disputes arising from this Agreement shall be subject to the exclusive jurisdiction of the Tokyo District Court of Japan.

**Article 15. (Heading)**

The Boarding Person agrees that headings and/or titles of this Agreement are for easy reference only and the meaning of each Article shall be construed and determined by the relevant provisions.

Date            /            /            ( dd/mm/yyyy )

Signature of Boarding Person .....