

(Commitment during the on-board period)

Article 1. In relation to the period to be spent on board the Oshoro-maru or Ushio-maru training ship (hereinafter referred to as “the Ship”) of the School of Fisheries Sciences at Hokkaido University (hereinafter referred to as “Hokkaido University”) as a joint study researcher (hereinafter referred to as “the Joint Study Researcher”), the undersigned pledges to observe all instructions and orders given by the captain of the Ship for a safe voyage. The Joint Study Researcher also agrees to the individual provisions of this Agreement (hereinafter also referred to as the “Contract”) and commits to the safe and smooth fulfillment of assigned missions relating to research, study and data collection.

The term “during the on-board period” as used in the individual provisions herein refers to the time from the Joint Study Researcher’s arrival at the embarkation/disembarkation facility at the embarkation port (or the consignment of the Joint Study Researcher’s study/research equipment or luggage to the Ship’s staff) to the Joint Study Researcher’s final departure from the embarkation/disembarkation facility at the disembarkation port (or the consignment of the aforementioned study/research equipment or luggage to the Joint Study Researcher at the said port).

(Liability and related limitations for parties related to the Ship)

Article 2. The extent of liability for Parties Related to the Ship is defined below.

2.1 Hokkaido University, its representatives and the Ship’s captain or crew (herein referred to as “Parties Related to the Ship”) shall assume no responsibility in the event that the Joint Study Researcher dies or is injured during the on-board period, or in the event that study/research equipment or luggage brought aboard by the Joint Study Researcher is lost, damaged or stolen during the said period. However, this shall not apply if the incident is proven to be due to the unnavigability of the Ship or the fault of Hokkaido University or its representatives, or due to intentional acts or gross negligence on the part of Parties Related to the Ship.

2.2 The storage of any valuables or high-value items brought onto the Ship by the Joint Study Researcher shall be the responsibility of the Joint Study Researcher. Hokkaido University, its representatives and Parties Related to the Ship shall assume no responsibility for any loss, damage or theft of such items.

2.3 If intentional acts or gross negligence on the part of Parties Related to the Ship (as mentioned in Article 2.1) are proven to be the cause of any of the incidents specified in the same article, Hokkaido University shall respond in good faith to address the matter.

2.4 Study/research equipment and luggage brought aboard by the Joint Study Researcher shall in principle be covered by marine cargo insurance (with a waiver of subrogation). Hokkaido University, its representatives and Parties Related to the Ship shall assume no responsibility for any loss, damage or theft of uninsured research/study equipment or luggage unless such is due to intentional acts or gross negligence on the part of Parties Related to the Ship.

2.5 The Joint Study Researcher retains responsibility as an owner for the storage of research/study equipment actually owned by the organization of the Joint Study Researcher’s affiliation or a third party; settlement for any loss or damage of such equipment shall be handled under the relevant

provisions of this article.

2.6 Hokkaido University, its representatives and Parties Related to the Ship shall assume no responsibility in the event that the Joint Study Researcher dies or is injured during the on-board period unless a written compensation claim is submitted within six months of the incident to the captain of the Ship or Hokkaido University and legal action is taken within one year of the incident.

2.7 Hokkaido University, its representatives and Parties Related to the Ship shall assume no responsibility for any loss, damage or theft of the research/study equipment or luggage of the Joint Study Researcher unless both of the following conditions are met:

i) A written compensation claim is submitted to the captain of the Ship or Hokkaido University as soon as the related facts become known and no later than the Joint Study Researcher's disembarkation from the ship.

ii) Legal action is taken within six months of the Joint Study Researcher's disembarkation from the ship.

2.8 Even in cases where Parties Related to the Ship accept liability under the terms of the Agreement, limitations on liability may apply under relevant laws.

2.9 Hokkaido University is a member of the Japan Ship Owners' Mutual Protection & Indemnity Association; the provisions of this article shall apply *mutatis mutandis* to that association.

(Loss or damage of Hokkaido University property by the Joint Study Researcher)

Article 3. In the event that Hokkaido University property is lost or damaged due to intentional acts or gross negligence on the part of the Joint Study Researcher during the on-board period, the Joint Study Researcher shall bear the responsibility and expense of restoring the property to its original state, or shall compensate for the loss or damage.

(Health considerations)

Article 4. The Joint Study Researcher shall be in an appropriate state of health to perform the relevant joint study and research activities during the on-board period specified in Article 1 above. The Joint Study Researcher shall make no demands for coverage of medical costs or other expenses incurred in the treatment of any diseases or other health issues suffered by the Joint Study Researcher while aboard the Ship, unless such issues are due to intentional acts or gross negligence on the part of Parties Related to the Ship.

(Changes to the Ship's operation plan)

Article 5. The Joint Study Researcher shall not object to any changes in the Ship's operation schedule, plan or destination port, and shall not demand compensation for any damages incurred due to such changes.

(Rights of parties assisting the execution of the Contract)

Article 6. Parties Related to the Ship and Hokkaido University shall enjoy the benefits of the provisions stipulated herein in the interests of Hokkaido University as if these provisions were

stipulated for the benefit of Parties Related to the Ship and Hokkaido University.

(Effect of terms and conditions)

Article 7. The effects of the terms and conditions stipulated herein are defined below.

7.1 The Agreement shall apply to all demands made by the Joint Study Researcher, regardless of whether such demands are made based on the Contract or in response to unlawful acts.

7.2 The Joint Study Researcher shall acknowledge that his/her legal successors, trustees and representatives shall also be bound by the terms of the Contract.

7.3 In the event of any conflict between provisions stipulated herein and applicable laws, only the conflicting provisions shall be deemed invalid.

7.4 Any matters not specified herein shall be determined in line with the stipulations of general law or business practices.

(Governing law and judicial district)

Article 8. The Agreement (Contract) shall be governed by the laws of Japan both in Japan and overseas. Any claims arising in relation to the Agreement shall be settled in the Sapporo District Court, which exercises jurisdiction over the location of Hokkaido University.

(Titles)

Article 9. All titles used in the Agreement are provided for the purpose of readability. The interpretation of each clause shall be solely dependent on the content of the relevant clause rather than on its title.

I, the undersigned, pledge to observe the provisions stipulated herein while on board the Ship.

Date: _____/_____/_____
(month/day/year)

Joint Study Researcher's name: _____
(Signature or seal)