

# NORDIC PLAN AGREEMENT

## BETWEEN

THE NORWEGIAN SHIPOWNERS' ASSOCIATION,  
DANISH SHIPPING,  
THE SWEDISH SHIPOWNERS' ASSOCIATION,  
THE FINNISH SHIPOWNERS' ASSOCIATION

AND

THE NORDIC ASSOCIATION OF MARINE INSURERS (CEFOR)

**3 NOVEMBER 2010**

(AMENDED 16 APRIL 2013, 9 DECEMBER 2016 AND 8 MAY 2024)

The purpose of this Agreement is to draw up provisions for the drafting and publication of a Nordic Marine Insurance Plan (the Plan) based on the Norwegian Marine Insurance Plan of 1996, Version 2010, and for subsequent revisions of the Plan and publication thereof.

The signatory parties to this Agreement (the Parties) have agreed as follows:

### **I Name**

The Plan shall be named *The Nordic Marine Insurance Plan of 2013* with subsequent versions indicated as follows: *The Nordic Marine Insurance Plan of 2013, Version xxxx (year)*.

### **2 Standing Revision Committee - mandate**

A permanent Standing Revision Committee shall be given the task of drafting the Plan. The Parties to this Agreement may propose changes to the Plan. If the members agree that changes should be made, the Committee shall draft amendments to the Plan text and

Commentary in English. The amendments shall be further processed in accordance with the proceedings described under item 4.

### **3 Composition of the Standing Revision Committee**

The Committee shall comprise of

- Chair  
*To be nominated by the Faculty Director at the Scandinavian Institute of Maritime Law, University of Oslo, and approved by the Parties.*
- Secretary  
*To be appointed among the academic staff at the Scandinavian Institute of Maritime Law by the Faculty Director.*
- One Nordic Average Adjuster on behalf of all Nordic Average Adjusters with a deputy appointed among Nordic Average Adjusters.
- Three representatives from the Norwegian Shipowners' Association with deputies.
- Two representatives from Danish Shipping with deputies.
- One representative from the Swedish Shipowners' Association with deputy.
- One representative from the Finnish Shipowners' Association with deputy.
- Seven representatives from Cefor with deputies.

The Committee may at its own discretion consult with other stakeholders and/or supplement the Committee with additional experts if, and when, the revision process so requires.

### **4 Proceedings and time frame**

Revision of the Plan shall occur every four years. The Parties may mutually agree to extend or shorten the time between revisions. Amendments to the Plan shall be presented by 1 June in the year prior to a new version is due for completion. The Committee may decide to consider proposals received after this deadline.

The Parties may also request that the Committee meet before the 1 June deadline to discuss specific issues that will need more time for in-depth investigation.

Amendments proposed by the Committee must be agreed by all Parties. The Committee Chair and Secretary are responsible for presenting a new version in a manner that easily identifies all amendments in the Plan and Commentary when comparing it to the previous version.

The Committee Chair shall forward the approved texts to Cefor no later than 1 July in the final year of the revision cycle.

## **5 Translated versions**

Cefor may make available at its own account translated versions of the text in Danish, Finnish, Norwegian and Swedish languages.

## **6 Publication**

Cefor holds the copyright to the Plan and Commentary. The Committee Chair and Secretary shall forward the approved new version of the Plan with Commentary to Cefor as soon as possible and no later than 1 July in the final year of the revision cycle.

Cefor is responsible for publishing the Plan and Commentary. This includes the right to determine the format(s), written and/or electronic, in which the Plan versions shall be published. New version(s) shall be published on or around 1 October in the final year of the revision cycle.

## **7 Remuneration to members of the Standing Revision Committee**

Only the Chair, Secretary and Average Adjuster receive remuneration for their work in accordance with hourly rates agreed by the Parties and in a separate agreement with the Scandinavian Institute of Maritime Law, University of Oslo.

## **8 Distribution of costs and remuneration**

Remuneration as determined under item 7 and any expenses the Committee has had in connection with the proceedings are to be distributed as follows:

Cefor shall cover 50 per cent and the remaining 50 per cent shall be apportioned between the other signatory Parties.

Salary or remuneration to other members of the Committee shall not be subject to the distribution above.

Expenses related to publishing and translations into Nordic languages, shall be covered by Cefor, who will also retain any income from the sale of such versions.

## **9 Termination**

This Agreement will remain in effect until one of the Parties presents a written notice of termination. The Agreement terminates three months after receipt of such a notice by the other Parties to the Agreement. Upon such termination, all costs and/or expenses incurred and/or due under this Agreement shall be distributed between the Parties for work performed up to the date of termination in accordance with the agreed proceedings described under item 8.

Possible amendments of this Agreement may be considered at any time.

## **10 Confidentiality**

Parties to this Agreement shall treat this Agreement and other information and data obtained or generated in connection with the proceedings as proprietary and confidential at all times before and after the completion or termination of this Agreement.

Parties to this Agreement may use obtained information as necessary for the performance of the task under the Agreement, hereunder consultations that a Party deem necessary for achieving the purpose of this Agreement. This obligation shall not apply to information and data which are already in the public domain or in a Party's possession or required to be disclosed under applicable laws.

## **11 Competition rules**

The Parties to this Agreement recognize the importance of complying with all competition and antitrust laws.

The Plan is a set of standard policy conditions and thus purely illustrative. The Plan is not binding to the Parties. Individual members of the Parties are free to agree upon other insurance conditions or modify any part of the Plan and its clauses.

## **12 Governing law**

This Agreement shall be governed and interpreted in accordance with the laws of Norway.

8 May 2024

Norwegian Shipowners' Association  
Viggo Bondi  
Acting CEO

The Nordic Association of Marine Insurers (Cefor)  
Helle Hammer  
Managing Director

Danish Shipping  
Anne Steffensen  
Director General and CEO

Swedish Shipowners' Association  
Anders Hermansson  
CEO

Finnish Shipowners' Association  
Maija Mattila  
Director of labour market and legal affairs

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representant

foresatte/verge

myndighed til at underskrive

repræsentant

frihedsberøvende