



# Green Contracts Workstream

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**CMI Tokyo**  
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# Green Contracts Working Group



**Charles  
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Chair of the  
working group



**Helen  
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Time  
Charterparties



**Alexandra  
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Bunker  
Contracts



**Grant  
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Sales  
Contracts



**Daniel-Luc  
Farrugia**

Bills of  
Lading



# **IMO**

## **2023 GHG Strategy**

**CII, EEXI, EEDI, MBM  
approved at MEPC83**



## **Developing national and regional regulation**



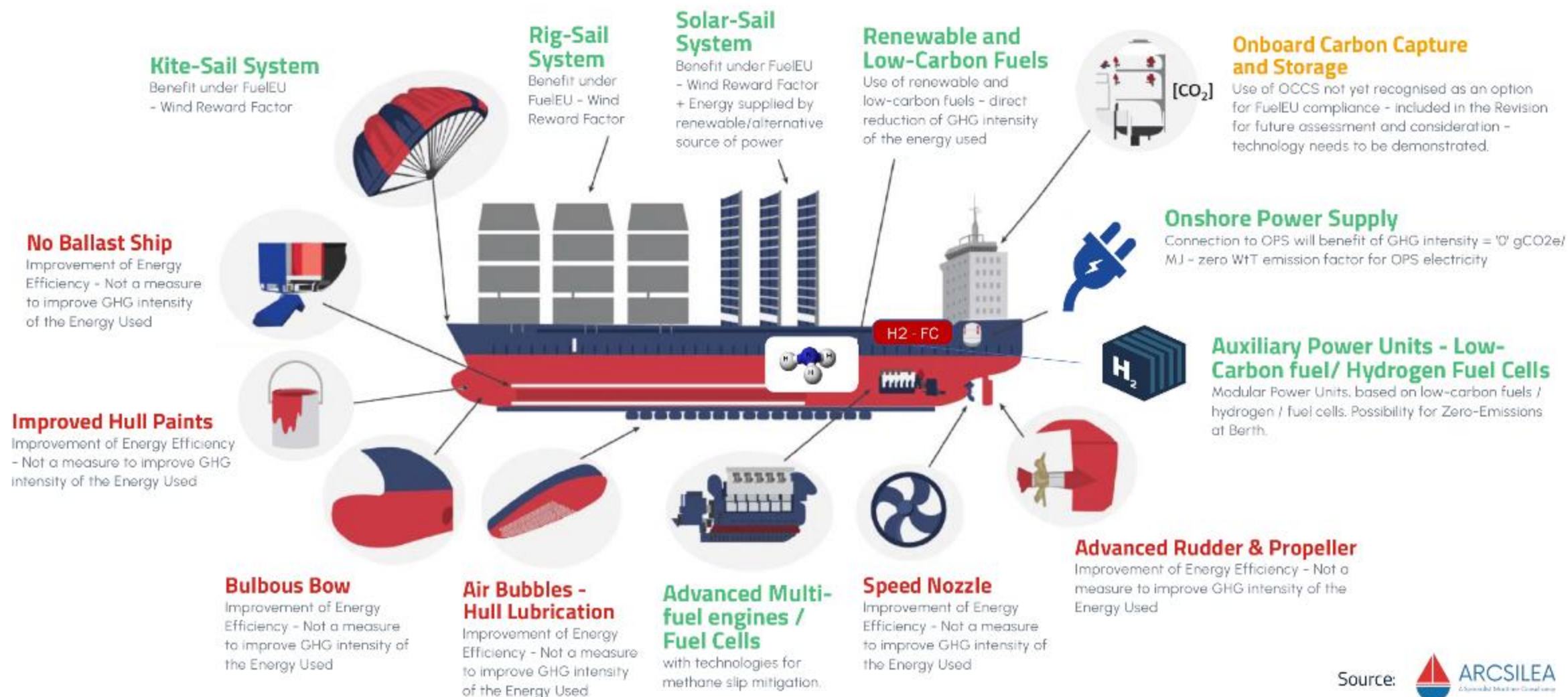


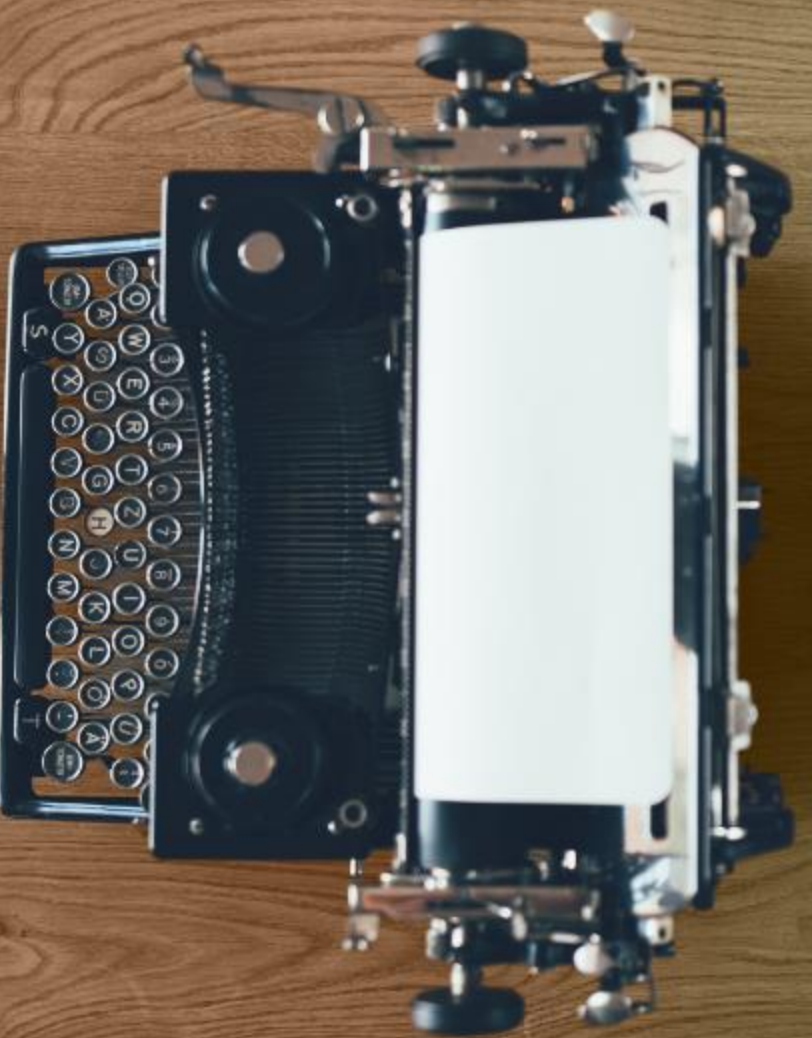
**Relevant for FuelEU**

**Possible in future revision for FuelEU**

**Energy Efficiency - Not relevant for FuelEU**

(even though, total energy consumption does affect compliance balance calculation - important for calculation of compliance "deficit" or "surplus")











# Time Charterparties



- ? Can an owner refuse a charterer's order that may cause an owner to be in breach of global emission regulation?
- ? Can a charterer oblige owners to implement technical modifications and operational efficiencies for regulatory compliance?
- ? Could maintenance obligations on owners equate an owner being obliged to bring the vessel up to more efficient market standards, whether explicitly regulated for or not?
- ? Noting the term "efficient" condition on delivery may equate to seaworthiness and noting an owner's obligation as to the vessel's seaworthiness, could a charterer argue that the ship has not been delivered in a seaworthy condition if it is not "greenworthy".
- ? What tools are available to owners and charterers in the relevant jurisdiction to obtain disclosure of vessel efficiency data, including outputs from such data?



# Sales Contracts



- ? How might greener shipping practices affect these obligations and the associated risks of delay under a sales contract?
- ? How might greener charterparties, which prioritise carbon intensity and energy efficiency impact demurrage as between the seller/charterer and buyer?
- ? In a greener shipping world, what criteria might define a "reasonable" contract of carriage?



# Bills of Lading



- ❓ Does your law permit or encourage the inclusion of environmental clauses within Bills of Lading placing environmental responsibilities on carriers or shippers?
- ❓ Is there any reason in your domestic law of carriage why green-friendly clauses would not be recognized and enforced in Bills of Lading?
- ❓ How does your jurisdiction's law address the impact of green practices and environmental risks on the insurance and liability aspects of Bills of Lading?





# Bunker Contracts

- ? What is the standard of due diligence required under your jurisdiction that a Buyer needs to demonstrate when considering, for example, certification of the fuel, vetting/KYC purposes.
- ? Will an implied term exist where the fuel specification is not compliant with MARPOL regulation or other relevant regulation that the fuel is "not fit for purpose"?
- ? How will the local Courts interpret the effect of limitation of liability clauses when they provide for a very low threshold for such limitation of liability, or short time limit for notifying claims?
- ? Will the buyer be able to call on a breach of an implied term and claim damages for their losses in excess of the actual value of bunkers, for example for the penalties under FuelEU Maritime?



# Next steps

We ask for a green light for the working group to draft a questionnaire for the consideration of the ExComm of the CMI for circulation to MLAs.





## Questionnaire

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1. Whether the existing law in the respective jurisdictions is already in a position to answer, and if so provide the answer;
  2. If an MLA's jurisdiction is not in a position to answer any of the specific questions set, then what vehicle would be most appropriate for the resolution of that question?
  3. Are there any other questions the MLA would like to see included?
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# Thank You

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