



# MFA SERVICE AGREEMENT

## Introduction

MFA is the quality standards authority dedicated to provide the superyacht industry with recognition of the highest international standards in food safety management and yacht sanitation for the yacht interior.

This contract governs the legal relationship between the Member and MFA, including the entire process from Audit to Certification.

Audits are performed by Auditors reporting to MFA independently. Auditors, at the request of MFA, may also carry out unannounced inspections, for instance as a follow-up to check whether measures prescribed have been implemented on board.

After MFA receives the result of the inspections, MFA will either issue the Certificate or inform the Member that one or more additional Audits will be necessary before the Certificate is to be issued.

## 1. Membership

1.1. Membership is open to individual yachts, "Member Yachts". The term "Member Yachts" includes their Owners, Charterers and managers in charge.

1.2. Member Yachts are and will remain solely responsible for all matters covered by the Certificate, including food safety management and yacht sanitation.

1.3. Member Yachts have access to the MFA Member platform and to the bespoke and easy to use yacht specific digital food safety management application.

1.4. Member Yachts will receive annual audits (further: "Audits") from an MFA Approved Auditor (further: "Auditor"), as well as reviews of internal audits for good practice implementation.

1.5. Each Member Yacht is eligible to receive annual certificates of excellence provided all the criteria set by MFA have been met.

1.6. Within the scope of the Certificate MFA covers the representation of the Member Yachts to the appropriate Maritime Authorities worldwide, including flag states, MYBA and PYA.

1.7. If the Membership is not terminated by registered letter to MFA three months before the day the yearly Membership would come to an end, Membership will automatically be renewed for the coming year.



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## 2. Costs

2.1. The yearly Membership Fee covers the annual Audit and Certification for the Individual Member Yacht, MFA on board digital application and CPD.

2.2. In case the situation on board or other findings of the Auditor would call for more than one audit the Member will be charged by MFA for the actual costs of the second and subsequent audits. These costs will include audit time, travel time, preparation and other costs involved with (the review of) certification.

2.3. The Membership Fee covers the Auditor fee from only approved MFA Auditors. All other associated costs, travel time, travel, accommodation will be covered by the Member Yacht and discussed exclusively with the MFA approved Auditor.

## 3. Inspection

3.1. The Auditor will perform the inspections and Audits.

3.2. The Member must make all required arrangements for the performance of the Audit, including but not limited to granting Auditors access to yacht and crew and to grant Auditor access to all documentation, including records, the Auditor deems required.

## 4. Further obligations of the Member

4.1. The Member is to inform MFA immediately of any changes effecting certification, as, but not limited to, changes to ownership or management of the yacht and changes in procedures and/or supplier relationships which could affect the validity of certification.

4.2. In the event the Certificate is withdrawn or the membership has come to an end, the Member Yacht will cease all advertising activities which refer to the certification in any way. The Member Yacht will return all certification documentation to MFA.

## 5. Certificate

5.1. A Certificate is issued to an individual yacht and is non-transferable.

5.2. A Certificate is awarded on the findings and advice contained in the Auditor's end report.

5.3. A Certificate remains valid until the expiration date which is mentioned on the Certificate, provided that:

(a) no deviations, alterations and/or other changes have occurred with regard to the findings of Auditors as contained in the end report and on which the Certificate was granted.

(b) this contract has not been terminated due to any reason whatsoever.



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5.4. After issuance of the Certificate the contract is valid for one year as indicated on the Certificate. The Certificate can be extended if the Audit for the next year is performed at least one month prior to the expiration date.

5.3. From the moment the Member Yacht avails of the Certificate, the certification and MFA's logo may be used in her marketing and other business communications.

5.4. The Member Yacht shall, starting at the expiration date or upon receiving notice of suspension or withdrawal of certification, discontinue all use of MFA's name, logo and certification in marketing and other business communications with immediate effect.

### 6. Conditions of payment

6.1. Fees described in clause 2 of this contract must be settled before inspection is to take place. Once payment is completed, MFA will contact the Member Yacht to enrol the identified managers in charge on the program with an approved MFA training provider. They will also receive the MFA digital application and access to the members area.

### 7. Confidentiality

7.1. All information acquired by or on behalf of MFA or by the third party inspectors during inspections and audits is to be kept strictly confidential. MFA guarantees this to the Member for all information acquired by or on behalf of MFA and undertakes to have confidentiality clauses safeguarded by severe penalties in place with said third parties.

### 8. Liability

8.1. MFA, her subcontractors, agents nor the Auditor accept any liability towards the Member Yacht in respect of any claim by or against the Member Yacht for indirect or consequential loss, including loss of profit and/or loss of future business and/or loss of hire and/or cancellation of contracts entered into by the Member Yacht.

8.2. It is understood by the Member Yacht that the Certificate is a snapshot in time of the situation on board at the time the Audit leading to certification took place. This entails that MFA, her subcontractors, agents nor the Auditor accept any liability for claims by (interested parties to) the Member Yacht for damages, regardless whether the claim is based in contract or in tort – all provided the damages are not caused by intent or gross negligence by the management of MFA.

8.3. A Certificate is not a carte blanche by any means for the Member Yacht not to adhere to the highest standards of hygiene and other subject matter covered by the Certificate. At all times the Member Yacht will remain fully and solely responsible for maintaining the standards applied by MFA: this responsibility is not-delegable to MFA, her subcontractors, agents or the Auditor.



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8.4. As MFA nor her subcontractors, agents or the Auditor can be liable as expressed sub 8.1., 8.2, and 8.3, the Member Yacht should obtain and warrant to MFA that there is appropriate insurance in place against (consequences of) events covered by or pertaining to the subject matter of certification.

### 9. Conflict resolution

9.1. MFA as an institution is founded on the premise of rendering service at the highest standards. Any dispute or difference arising out of or in connection with this contract shall therefore be solved amicably by MFA by offering to the Member Yacht an amicable solution.

9.2. If there is disagreement between MFA and the Member Yacht on MFA's decision to issue, withhold or suspend a Certificate, the Member Yacht may appeal against such a decision to MFA or to request to MFA to reconsider. Such an appeal must be received by MFA within six weeks after MFA made the Member aware of the decision under appeal.

9.3. MFA shall handle the appeal and provide the Member Yacht with a motivated reconsideration within three weeks after receipt of the appeal.

9.4. If the Member Yacht does not accept the result of the reconsideration, or if the Member Yacht for whatever reason does not accept the amicable solution mentioned sub 9.1. and the conflict persists, the Member Yacht will appoint an arbitrator according to the UNUM arbitration rules of September 2018 to be found at <https://unum.world/arbitration/arbitration-rules>. The arbitration proceedings will be conducted in Rotterdam, the Netherlands, and are from beginning to the end to take place as prescribed by the UNUM arbitration rules. This arbitral clause is exclusive and exhaustive.

9.5. Parties are choosing Dutch law as the national law governing their entire legal relationship.

9.6. The arbitration nor its outcome will under any circumstance be made public, other than in as far is required in meeting formal rules in having the result of the arbitration enforced.

#### **On behalf of MFA**

Name: \_\_\_\_\_

Function: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_,

at \_\_\_\_\_

#### **Signed member Yacht**

Name: \_\_\_\_\_

Function: \_\_\_\_\_

Signature: \_\_\_\_\_

Signed on: \_\_\_\_\_,

at \_\_\_\_\_