



Permanent Court of Arbitration.

Case Number 2014 – 02

Kingdom of The Netherlands v The Russian Federation.

MV Arctic Sunrise.

(RHIBs)

Experts Report

Allan T. Larsen

17th day of November 2016

Report Number CCL 1041

| | | |
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54

55

1. Experts personal details

In the present case, the Expert is:

| | |
|-------------|--|
| Name | Mr Allan Thomas Larsen |
| Nationality | British |
| Address | 16 Cambrian Way Holton Le Clay Grimsby England DN36 5DE The United Kingdom of Great Britain and Northern Ireland |

2. Expert's qualifications, accreditations.

Mr Allan Thomas Larsen holds the following qualifications and recognitions:

- European Engineer (EurEng) registered with the European Federation of National Engineering Associations (FEANI).
- Chartered Engineer (CEng) registered with the Engineering Council of the United Kingdom of Great Britain and Northern Ireland (ECUK).
- Chartered Marine Engineer (CMarEng) registered with the Institute of Marine Engineering, Science and Technology (IMarEST).
- FELLOW of the Royal Institution of Naval Architects (FRINA).
- FELLOW of the Institute of Marine Engineering, Science and Technology (FIMarEST).
- MEMBER of the Society of Consulting Marine Engineers and Ship Surveyors (MCMS).
- Diploma in Marine Engineering awarded by the British Technical Education Council (BTEC).
- Certificate of Achievement, Bond Solon, Civil Procedure Rules for Expert Witness (Practice Direction 35 Experts & Assessors).
- ISO 9001 /2008 Lead Auditor Certificate.
- ISO 14001 Environmental Management Lead Auditor Certificate.
- ISO 50001 Energy Efficiency Lead Auditor Certificate.
- BS 18001 Occupational Health and Safety Lead Auditor Certificate.

- 90 • International Safety Management Code (ISM) Lead Auditor Certificate.
- 91 • International Ship & Port Security Code (ISPS) Lead Auditor Certificate.
- 92 • ILO Maritime Labour Convention (MLC) Inspector Certificate.

93

94 Allan Larsen, the expert, commenced his marine career in 1987 as a marine
95 engineer officer cadet. Since then he has been involved in ships operations
96 (including the operation, maintenance, repair and survey of RHIBS), ship repair,
97 machinery repair, ship design, ship construction, Classification and Statutory
98 Surveys and managing major damage repair issues for a major Classification
99 Society. Allan Larsen is approved via the Society of Consulting Marine
100 Engineers and Ship Surveyors to perform statutory surveys including the
101 certification of RHIBs on behalf of the United Kingdom Maritime and
102 Coastguard Agency (MCA).

103

104 Currently Allan Larsen is the Managing Director of Larsens Marine Surveyors &
105 Consultants Ltd (Formerly registered in England and Wales, as Consocius
106 Consulting Ltd) which is a Corporate Partner of the Royal Institution of Naval
107 Architects.

108

109 **3. Experts scope of work**

110 The Permanent Court of Arbitration have requested within the Expert Terms of
111 Reference, document PCA179139, Section 4.1 that:

112

113 “The expert shall assist the Arbitral Tribunal in relation to its consideration of
114 whether the amounts claimed by the Netherlands for damages to *Arctic Sunrise*
115 are well-founded. Specifically, the Expert shall report on whether the amount
116 claimed by the Netherlands for the replacement value of six rigid-hull inflatable
117 boats (RHIBs) on board *Arctic Sunrise* is reasonable (Netherlands Updated
118 Claim Statement, Annex N-48, item 1.1.1 and Appendix 2; Fourth Supplemental
119 Written Pleadings, Section 1).

120

121 The Permanent Court of Arbitration further request within the Expert Terms of
122 Reference, document PCA179139, Section 4.2 that:

123 “The Expert shall prepare a report on the basis of the evidentiary record.
124 Pursuant to Article 24(4) of the Rules of Procedure, his report will be
125 communicated to the parties, who will be given the opportunity to express, in
126 writing, their respective opinions on the report.”

127

128 The Expert Terms of Reference, document PCA179139, has been duly signed by
129 the following persons:

- 130 • Judge Thomas Mensah President on behalf of the Arbitral Tribunal.
- 131 • Evgeniya Goriatcheva Registrar – Permanent Court of Arbitration.
- 132 • Allan Thomas Larsen Appointed Expert.

133

134 In seeking clarification of the scope of work detailed within the Expert Terms of
135 Reference, document PCA179139, Section 4.1, the Expert obtained from the
136 Permanent Court of Arbitration (Ms Evgeniya Goriatcheva) on 17th September
137 2016, a further email instruction that:

138

139 “...should you [the Expert] feel that anything else you have read (or will read) in
140 the file calls for comment, please feel free to include it in your report or flag it
141 to me.”

142

143 During the documentation review performed in producing this report, various
144 issues of the case which are not relating to the RHIBs were noted which may be
145 worthy of comment by the Expert. These have been included in this report and
146 include mention to the ships davit (crane) and ships structure in the area of the
147 davit foundations. These entries appear at lines 662 and 663.

148

149 **4.The role of the expert.**

150 The role of the expert witness is intended to assist the Arbitral Tribunal in
151 relation to its consideration of whether the amounts claimed by the Kingdom
152 of the Netherlands for damages to the MV Arctic Sunrise are well founded. This
153 claim value being EUR 246,070 with regards to the RHIBs involved.

154 The expert is, and declares to be ready, willing and able to serve as a tribunal
155 expert under Article 24 of the Tribunals Rules of Procedure dated 17TH March
156 2014.

157

158 The expert has signed the Permanent Court of Arbitration document entitled
159 “Experts Declaration of Acceptance and Statement of Impartiality,
160 Independence and Availability Pursuant to Article 24 of the Tribunals Rules of
161 Procedure”.

162

163 The role of the expert and the purpose of this report is to provide facts and
164 professional opinions to the Tribunal, which are unbiased and independent,
165 based upon the information available at the time of producing the report.
166 In fulfilling the obligation to assist the Tribunal this report shall be provided
167 only to the Permanent Court of Arbitration by the expert for onward
168 transmission by the Permanent Court of Arbitration as required.

169

170 **5. Abbreviations used in the report.**

171

| | | |
|-----|--------|--|
| 172 | DNV | Det Norske Veritas. |
| 173 | FRP | Fibre Reinforced Plastic. |
| 174 | GRP | Glass Reinforced Plastic. |
| 175 | IACS | International Association of Classification Societies. |
| 176 | MV | Motor Vessel. |
| 177 | Photo | Photograph. |
| 178 | RHIB | Rigid Hull Inflatable Boat. |
| 179 | UNCLOS | United Nations Convention on the Law of the Sea. |
| 180 | WEA | WEA Accountants. Adviseurs |

181

182 **6.Introduction**

183 This report has been produced by EurIng ALLAN THOMAS LARSEN CEng CMarEng FRINA
184 FIMarEST MCMS, at the request of the Permanent Court of Arbitration, in relation
185 to a claim made by the Kingdom of The Netherlands, against the Russian
186 Federation and which forms the Permanent Court of Arbitration case number
187 2014 -02.

188

189 The permanent Court of Arbitration describe this case as follows:

190

191 “On 4 October 2013, the Kingdom of the Netherlands instituted arbitral
192 proceedings against the Russian Federation under Annex VII to the United
193 Nations Convention on the Law of the Sea. The dispute concerns the boarding,
194 seizure, and detention of the vessel Arctic Sunrise in the exclusive economic
195 zone of the Russian Federation and the detention of the persons on board the
196 vessel by the Russian authorities. The Permanent Court of Arbitration acts as
197 Registry in this arbitration.”

198 Source: <https://pcacases.com/web/view/21> (accessed 20th September 2016)

199

200 MV Arctic Sunrise is owned by Stichting Phoenix and chartered by Stichting
201 Greenpeace Council. This is per the Charter Agreement, 2013 provided to the
202 expert by Greenpeace International, Via the Permanent Court of Arbitration. It
203 is stated that Netherlands consider ships such as Arctic Sunrise to be pleasure
204 craft and that the RHIBS belong to the ship.

205

206 MV Arctic Sunrise is registered with the International Association of
207 Classification Societies (IACS) member ‘Det Norske Veritas’ as a “research
208 vessel”.

209

210 The motor vessel (MV) Arctic Sunrise is registered with the Flag Administration
211 of the Kingdom of The Netherlands and has the International Maritime
212 Organization (IMO) Number of 7382902.

213

214 The overall case focuses on the treaty known as the ‘United Nations
215 Convention on the Law of the Sea’ (UNCLOS). At the time of the expert
216 performing the current task and producing this report the matters pertaining

217 to the events of 18th September 2013 and concerning the vessel MV Arctic
218 Sunrise, her RHIBs and the Offshore Unit named ‘Prirazlomnaya’ with regards
219 to UNCLOS have been previously dealt with by the permanent Court of
220 Arbitration.

221

222 This report therefore does not present any fact or opinion in relation to the
223 legality of any actions taken by any party during those events, but instead
224 focuses on whether each Rigid Hull Inflatable Boat (RHIB) came to be damaged
225 because of those events or otherwise, and to assess whether the replacement
226 value claimed for the RHIBs by The Kingdom of the Netherlands is well
227 founded.

228

229 This report is designed and produced for the intents and purposes of the
230 Permanent Court of Arbitration as described in section 1.0 of this report and as
231 described by the Expert Terms of Reference document PCA179139.

232

233 **7.Executive summary**

234 This report has been produced in response to a request by the Permanent
235 Court of Arbitration for Allan Larsen, to act in the role of expert and to assist
236 the Tribunal in Case Number 2014- 002. A case concerning the Kingdom of The
237 Netherlands, The Russian Federation and Stitching Greenpeace.

238

239 Specifically, the purpose of the expert in this case, and of this report, is to
240 determine whether the claim made by the Kingdom of the Netherlands with
241 regards to alleged damages inflicted upon the Rigid Hull Inflatable Boats
242 (RHIBs) of the Stichting Greenpeace vessel MV Arctic Sunrise, are “well
243 founded”.

244

245 The damages alleged to have been caused by representatives of the
246 Coastguard of the Russian Federation, in the area surrounding the Russian
247 Federation Registered offshore unit named “Prirazlomnaya”, on 18th
248 September 2013 or to have occurred during the detention period of MV Arctic
249 Sunrise between 19th September 2013 and 01st August 2014. The port of
250 detention being reported as Murmansk.

251

252 The case is focused on the events of 18th September 2013 when Stichting
253 Greenpeace attempted to board the offshore unit “Prirazlomnaya” which is
254 located within the Exclusive Economic Zone of the Russian Federation, in the
255 Pechora Sea.

256

257 While the review pertaining to this current report included a review of the
258 legalities of this and, the findings of an earlier hearing, this was done for back
259 ground information and for the sake of thorough understanding only. This
260 report is not intended to comment on the legality of any action by any party
261 with regards to UNCLOS.

262

263 The permanent Court of Arbitration has made available to the expert
264 numerous documents, photographs, video recordings and audio recordings. All
265 of the information provided to the expert has been reviewed. The information
266 provided by the Permanent Court of Arbitration plus addition sources of
267 information obtained by the expert are detailed in sections 8.1 and 10 of this
268 report.

269

270 When considering the value of the claim made by the Kingdom of the
271 Netherlands two aspects were included. Firstly, the accounting value of each
272 RHIB with regards to depreciation and secondly the physical value of each RHIB
273 considering its age and condition.

274

275 It was noted during the review that numerous discrepancies existed between
276 the various documents provided by the various parties and these discrepancies
277 are discussed within the body of this report.

278

279 Each of the six RHIBs which were present on board the Stichting Greenpeace
280 vessel MV Arctic Sunrise were considered by the expert individually. It was
281 necessary to approach Greenpeace International, via the Permanent Court of
282 Arbitration, in order to obtain further information which was required to fully
283 analyse the situation at various times. Namely:

284

- 285 • The condition of each RHIB at a period in time as close as possible to the
286 18th September 2013, but prior to the events of that date.

- 287
- The condition of each RHIB at a period in time between returning to MV Arctic Sunrise on 18th September 2013 and the boarding of MV Arctic Sunrise by representatives of the Russian Federation.
- 288
- The condition of each RHIB at a period in time as close as possible to the date on which the RHIBs were returned to Stichting Greenpeace by the Russian Federation.
- 289
- 290
- 291
- 292
- 293

294 During the review of the documentation received it was noted that the term
295 “detained “was frequently used with regards to the reported seizure of the MV
296 Arctic Sunrise. However, upon review of the public database of detentions
297 which is maintained by the Black Sea Memoranda of Understanding (Port State
298 Control) of which the Russian Federation is a member, no trace of this
299 “detention” of MV Arctic Sunrise could be located.

300

301 The use of varying names for each RHIB led to some confusion during the
302 documentation review. In order to bring clarity to this the terminology RHIB1,
303 RHIB2, RHIB3, RHIB4, RHIB5 and RHIB6 has been maintained throughout this
304 report. Where other names for each RHIB have been used in the reviewed
305 documentation these have been cross referenced and applied to the terms
306 RHIB1 – RHIB6.

- 307
- It is notable that the extent of information submitted by the Russian Federation is limited to two documents only. These being:
 - Certain legal issues highlighted by the action of the Arctic Sunrise against Prirazlomnaya Platform.
 - Letter dated 07th August 2015 from the Embassy of the Russian Federation in the Kingdom of the Netherlands. Signed by Mr Boris A. Zhilko.
- 308
- 309
- 310
- 311
- 312
- 313
- 314
- 315

316 Due to the lack of submissions provided by the Russian Federation, the balance
317 of use of received information weighs heavily on the information provided by
318 the Kingdom of the Netherlands. However, this information does allow for a
319 balanced view to be taken especially with regards to video footage where the
320 actions of both parties is clearly visible.

321

322 The findings of this review and report are detailed throughout the body of the
323 text and provided in summary in the closing conclusion.

324

325

326 **8.Literature and documentation received.**

327 The following table (table 1) provides information and references of all
328 documents received by the expert from the Permanent Court of Arbitration.

329

| TABLE ONE | | |
|--|---------------|--|
| Item | PCA Reference | Description |
| 1. Procedural Document and Decisions, including tribunal questions to the parties | | |
| 1 | | Signed terms of reference |
| 2 | 1.20140321 | Rules of procedure |
| 3 | 2. 20140321 | Procedural order No 1 |
| 4 | 3. 20140321 | Procedural order No 2 |
| 5 | 4. 20140321 | Procedural order No 3 |
| 6 | 5.20141121 | Procedural order No 4 (Bifurication) |
| 7 | 6.20141126 | Award on jurisdiction |
| 8 | 7.20150814 | Award on the Merits |
| 9 | 8.20160128 | Questions posed by the Arbitral Tribunal to the Netherlands. |

330

| 2. Submissions of the Parties – THE NETHERLANDS | | |
|--|----------|---|
| Notification and Statement of Claim | | |
| 10 | 20131004 | Claimants Notification and Statement of Claim. |
| Memorial of the Netherlands | | |
| Annexes | | |
| 11 | 20140831 | Annex N-1 Annexes to the Statement of Claim |
| 12 | 20140831 | Annex N-1 Diplomatic Note NL- RF (4 October 2013) (Notification of arbitration) |
| 13 | 20140831 | Annex N-1 Statement of claim and the grounds on which it is based (4 October 2013) (Statement of Claim) |
| 14 | 20140831 | Annex N-2 Request for Provisional Measures including annexes (21 October 2013) |
| 15 | 20140831 | Annex N-3 (Revised updated) Statement of Facts by Greenpeace International and appendices (15 August 2014) |
| 16 | 20140831 | Annex N-4 Crew List Greenpeace International (03 October 2013) |
| 17 | 20140831 | Annex N-5 Diplomatic Note RF - NL (18 September 2013) (Decision to Seize the Arctic Sunrise) |
| 18 | 20140831 | Annex N-6 Diplomatic Note NL - RF (23 September 2013) (Request for Information and Request for Release of Vessel and Crew) |
| 19 | 20140831 | Annex N-7 Diplomatic Note NL -RF (26 September 2013) (Reiteration of Request for Information and for Release of Vessel and Crew) |
| 20 | 20140831 | Annex N-8 Diplomatic Note Public Prosecutor Murmansk - Consul General NL (27 September 2013) (Request for Attendance) |
| 21 | 20140831 | Annex N-9 Diplomatic Note NL -RF (29 September 2013) (Protest against Investigation of the Vessel) |
| 22 | 20140831 | Annex N-10 Diplomatic Note RF - NL (01 October 2013) (RF Replies to Questions NL) |
| 23 | 20140831 | Annex N-11 Diplomatic Note NL -RF (03 October 2013) (Reiterated Protest) |
| 24 | 20140831 | Annex N-12 Diplomatic Note NL -RF (21 October 2013) (Notification of Request for Provisional Measures ITLOS) |
| 25 | 20140831 | Annex N-13 Leninsky District Court Order on Seizure of Property (07 October 2013) |
| 26 | 20140831 | Annex N-14 Official Report of Seizure of Property (15 October 2013) |
| 27 | 20140831 | Annex N-15 Diplomatic Note NL - RF (18 October 2013) (Formal Protest against Seizure of the Ship) |
| 28 | 20140831 | Annex N-16 Judgment in the Case Concerning Administrative Offence - Captain Pete Willcox (8 October 2013) |

| | | |
|----|----------|---|
| 29 | 20140831 | Annex N-17 Diplomatic Note RF -NL (22 October 2013) (Non-Participation RF in Arbitral Procedure) |
| 30 | 20140831 | Annex N-18 Diplomatic Note RF - ITLOS (22 October 2013) (Non-Participation RF in Arbitral Procedure) |
| 31 | 20140831 | Annex N-19 Letter ITLOS - NL (23 October 2013) (Note of 22 October 2013 Non-participation RF; Request for Comments; Article 28 Statute ITLOS) |
| 32 | 20140831 | Annex N-20 Letter NL - ITLOS (24 October 2014) (Request to Continue Proceedings) |
| 33 | 20140831 | Annex N-21 Letter ITLOS -NL (31 October 2013) (Transmission letter Greenpeace on amicus curiae) |
| 34 | 20140831 | Annex N-22 Letter NL - ITLOS (01 November 2013) (Submission as amicus curiae by Greenpeace International) |
| 35 | 20140831 | Annex N-23 Letter ITLOS -NL (06 November 2013) (Transmission Protest RF on amicus curiae Greenpeace International) |
| 36 | 20140831 | Annex N-24 Letter ITLOS -Greenpeace (08 November 2013) (Refusal by ITLOS of amicus curiae Submission Greenpeace International) |
| 37 | 20140831 | Annex N-25 Netherlands Replies to Questions posed by the International Tribunal for the Law of the Sea in The Arctic Sunrise Case (7 November 2013) |
| 38 | 20140831 | Annex N-26 Letter NL - ITLOS (15 November 2013) (Request to President ITLOS to Appoint Second Arbitrator) |
| 39 | 20140831 | Annex N-27 Diplomatic Note NL -RF (02 December 2013) (Informing RF of Issuance of Bank Guarantee) |
| 40 | 20140831 | Annex N-28 Netherlands Report on Compliance with the ITLOS Order (22 November 2013) |
| 41 | 20140831 | Annex N-29 Letter NL - President ITLOS (13 December 2013) (Request for Appointment of Three Arbitrators) |
| 42 | 20140831 | Annex N-30 Letter President ITLOS - NL Arbitration (10 January 2014) (Appointment of Three Arbitrators) |
| 43 | 20140831 | Annex N-31 Diplomatic Note RF - NL (16 May 2014) (RF Proposal Transfer of Custody of Vessel) |
| 44 | 20140831 | Annex N-32 Diplomatic Note RF- NL (12 June 2014) (Decision to Lift Arrest of Arctic Sunrise) |
| 45 | 20140831 | Annex N-33 Diplomatic Note NL - RF (26 August 2014) (Reply to RF Diplomatic Notes of 16 May and 12 June) |
| 46 | 20140831 | Annex N-34 Diplomatic Note RF -ITLOS (27 February 2014) (Confirmation of Non-participation) |
| 47 | 20140831 | Annex N-35 Diplomatic Note NL -RF (24 September 2013) (Contacts with Greenpeace) |

| | | |
|--|----------|--|
| 48 | 20140831 | Annex N-36 Diplomatic Note NL -RF (27 September 2013) (Reply to RF Note of 27 September 2013) |
| 49 | 20140831 | Annex N-37 Notice to Mariners No 51-2011 |
| 50 | 20140831 | Annex N-38 Letter RF -NL (3 December 2012) (RF Ministry of Transport -Greenpeace) |
| 51 | 20140831 | Annex N-39 Notice to Mariners No 21-2014 |
| 52 | 20140831 | Annex N-40 Halyard Survey Report Arctic Sunrise (21 August 2014) |
| 53 | 20140831 | Annex N-41 appendix to WEA Auditors Report (Audited Claim Statement) |
| 54 | 20140831 | Annex N-41 WEA Auditors Report (29 August 2014) |
| Appendix 1 of the Greenpeace International Statement of Facts | | |
| 55 | 20140831 | Audio File (Recording of boarding from bridge) |
| 56 | 20140831 | Photo 1 |
| 57 | 20140831 | Photo 2 |
| 58 | 20140831 | Photo 3 |
| 59 | 20140831 | Photo 4 |
| 60 | 20140831 | Photo 5 |
| 61 | 20140831 | Photo 6 |
| 62 | 20140831 | Photo 7 |
| 63 | 20140831 | Photo 8 |
| 64 | 20140831 | Photo 9 |
| 65 | 20140831 | Photo 10 |
| 66 | 20140831 | Photo 11 |
| 67 | 20140831 | Video 1 Prirazlomnaya_action_clipreel (Compilation October 2013) |
| 68 | 20140831 | Video 2 (18 September protest seen from Ladoga) |
| 69 | 20140831 | Video 3 (18 September protest seen from Prirazlomnaya) |
| 70 | 20140831 | Video 4 (18 September protest seen from Iskatel) |
| 71 | 20140831 | Video 5 (Aftermath of protest seen from Iskatel) |
| 72 | 20140831 | Video 6 (Short edit - Climbing platform) |
| 73 | 20140831 | Video 7 (Short edit - Climbing platform) |
| 74 | 20140831 | Video 8 (Short edit - Climbing platform) |
| 75 | 20140831 | Video 9 (Short edit - Climbing platform) |
| 76 | 20140831 | Video 10 (Short edit - Climbing platform) |
| 77 | 20140831 | Video 11 (Short edit - Climbing platform) |
| 78 | 20140831 | Video 12 (Short edit - Allegation of terrorism) |
| 79 | 20140831 | Video 13 (Short edit - Warning shorts) |
| 80 | 20140831 | Video 14 (Short edit - Warning shorts) |
| 81 | 20140831 | Video 15 (Short edit - Attempted boarding) |
| 82 | 20140831 | Video 16 (Short edit - Coast guard threatens to fire at MYAS) |

| | | |
|--|----------|--|
| 83 | 20140831 | Video 17 (18 September protest seen from Greenpeace RHIB - Part 1) |
| 84 | 20140831 | Video 18 (18 September protest seen from Greenpeace RHIB - Part 2) |
| 86 | 20140831 | Video 19 (18 September protest seen from Greenpeace RHIB - Part 3) |
| 87 | 20140831 | Video 20 (18 September Radio contact Ladoga - Arctic Sunrise) |
| 88 | 20140831 | Video 21 (18 September Radio contact Ladoga - Arctic Sunrise) |
| 89 | 20140831 | Video 22 (Boarding of MYAS - Part 1) |
| 90 | 20140831 | Video 23 (Boarding of MYAS - Part 2) |
| 91 | 20140831 | Video 24 (MYAS under tow) |
| Memorial | | |
| 92 | 20140831 | Memorial Kingdom of the Netherlands in Arctic Sunrise Arbitration (01-09-14) |
| Witness Statements | | |
| 93 | 20140831 | NWS-01 Peter Henry Willcox [1] |
| 94 | 20140831 | NWS-02 Dimitri Litvinov[1] |
| 95 | 20140831 | NWS-03 Francis Patrick Michael Hewetson [1] |
| 96 | 20140831 | NWS-04 Philip Edward Ball[1] |
| 97 | 20140831 | NWS-05 Sini Annukka Saarela [1] |
| 98 | 20140831 | NWS-06 Andrey Suchkov[1] |
| 99 | 20140831 | NWS-07 Sergey Vasilyev [1] |
| 100 | 20140831 | NWS-08 Daniel Simons [1] |
| Supplementary Written Pleadings on Reparation for injury NL | | |
| 101 | 20140930 | Annexes and Appendices to Supplementary Written Pleadings. |
| 102 | 20140930 | Supplementary Written Pleadings on Reparation for Injury |
| Second Supplement Written Pleadings. | | |
| 103 | 20150112 | Second Supplemental Written Pleadings of the Kingdom of the Netherlands in Arctic Sunrise Arbitration (12-01-15) |
| Annexes and appendices | | |
| 104 | 20150112 | Annex N-44 Addendum and Corrigendum to SoF + Appendices |
| 105 | 20150112 | Annex N-45 Memorandum NL Shipping Inspectorate AS incident |
| Annex N-44, appendix 40. | | |
| 106 | 20150112 | Audio file 2 |
| 107 | 20150112 | Audio file 3 |
| 108 | 20150112 | Audio file 4 |

| | | |
|-----|----------|--------------------------------|
| 109 | 20150112 | Audio file 5 |
| 110 | 20150112 | Audio file 6 |
| 111 | 20150112 | Photo 12 - 2013-09-16_18-53-10 |
| 112 | 20150112 | Photo 13 - 2013-09-16_18-53-38 |
| 113 | 20150112 | Photo 14 - 2013-09-16_18-53-39 |
| 114 | 20150112 | Photo 15 - 2013-09-16_18-53-41 |
| 115 | 20150112 | Photo 16 - 2013-09-16_18-54-14 |
| 116 | 20150112 | Photo 17 - 2013-09-16_18-54-15 |
| 117 | 20150112 | Photo 18 - 2013-09-16_18-54-18 |
| 118 | 20150112 | Photo 19 - 2013-09-16_18-54-28 |
| 119 | 20150112 | Photo 20 - 2013-09-16_18-54-30 |
| 120 | 20150112 | Photo 21 - 2013-09-16_18-54-31 |
| 121 | 20150112 | Photo 22 - 2013-09-16_18-54-32 |
| 122 | 20150112 | Photo 23 - 2013-09-16_18-54-59 |
| 123 | 20150112 | Photo 24 - 2013-09-16_18-49-51 |
| 124 | 20150112 | Photo 25 - 2013-09-17_16-01-58 |
| 125 | 20150112 | Photo 26 - 2013-09-17_16-03-00 |
| 126 | 20150112 | Photo 27 - 2013-09-17_16-03-01 |
| 127 | 20150112 | Photo 28 - 2013-09-17_16-03-05 |
| 128 | 20150112 | Photo 29 - 2013-09-17_16-03-07 |
| 129 | 20150112 | Photo 30 - 2013-09-17_16-03-08 |
| 130 | 20150112 | Photo 31 - 2013-09-17_16-03-11 |
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| 192 | 20150112 | Photo 93 - 2013-09-17_17-18-49 |
| 193 | 20150112 | Photo 94 - 2013-09-17_17-18-50 |
| 194 | 20150112 | Photo 95 - 2013-09-17_17-18-51 |
| 195 | Not applicable | Note - no photo 96 received. |
| 196 | Not applicable | Note - no photo 97 received. |

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| 197 | Not applicable | Note - no photo 98 received. |
| 198 | Not applicable | Note - no photo 99 received. |
| 199 | 20150112 | Photo 100 - 2013-09-17_17-33-13 |
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| 1092 | 20150112 | Photo 993 - 2013-09-18_04-08-55 |
| 1093 | 20150112 | Photo 994 - 2013-09-18_04-09-11 |
| 1094 | 20150112 | Photo 995 - 2013-09-18_04-09-45 |
| 1095 | 20150112 | Photo 996 - 2013-09-18_04-09-49 |
| 1096 | 20150112 | Photo 997 - 2013-09-18_04-10-09 |
| 1097 | 20150112 | Photo 998 - 2013-09-18_04-10-10 |
| 1098 | 20150112 | Photo 999 - 2013-09-18_04-10-16 |
| 1099 | 20150112 | Photo 1000 - 2013-09-18_04-10-19 |
| 1100 | 20150112 | Photo 1001 - 2013-09-18_04-10-25 |
| 1101 | 20150112 | Photo 1002 - 2013-09-18_04-10-33 |
| 1102 | 20150112 | Photo 1003 - 2013-09-18_04-10-35 |
| 1103 | 20150112 | Photo 1004 - 2013-09-18_04-10-41 |
| 1104 | 20150112 | Photo 1005 - 2013-09-18_04-10-47 |
| 1105 | 20150112 | Photo 1006 - 2013-09-18_04-10-48 |
| 1106 | 20150112 | Photo 1007 - 2013-09-18_04-10-56 |
| 1107 | 20150112 | Photo 1008 - 2013-09-18_04-10-58 |
| 1108 | 20150112 | Photo 1009 - 2013-09-18_04-11-26 |
| 1109 | 20150112 | Photo 1010 - 2013-09-18_04-11-43 |
| 1110 | 20150112 | Photo 1011 - 2013-09-18_04-11-54 |
| 1111 | 20150112 | Photo 1012 - 2013-09-18_04-11-57 |
| 1112 | 20150112 | Photo 1013 - 2013-09-18_04-18-51 |
| 1113 | 20150112 | Photo 1014 - 2013-09-18_04-18-52 |
| 1114 | 20150112 | Photo 1015 - 2013-09-18_04-19-28 |
| 1115 | 20150112 | Photo 1016 - 2013-09-18_04-26-11 |
| 1116 | 20150112 | Photo 1017 - 2013-09-18_04-26-13 |
| 1117 | 20150112 | Photo 1018 - 2013-09-18_04-26-18 |
| 1118 | 20150112 | Photo 1019 - 2013-09-18_04-26-19 |
| 1119 | 20150112 | Photo 1020 - 2013-09-18_04-29-18 |

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|------|----------|----------------------------------|
| 1120 | 20150112 | Photo 1021 - 2013-09-18_04-29-19 |
| 1121 | 20150112 | Photo 1022 - 2013-09-18_04-29-20 |
| 1122 | 20150112 | Photo 1023 - 2013-09-18_04-29-21 |
| 1123 | 20150112 | Photo 1024 - 2013-09-18_04-29-22 |
| 1124 | 20150112 | Photo 1025 - 2013-09-18_04-29-23 |
| 1125 | 20150112 | Photo 1026 - 2013-09-18_04-29-24 |
| 1126 | 20150112 | Photo 1027 - 2013-09-18_04-29-26 |
| 1127 | 20150112 | Photo 1028 - 2013-09-18_04-29-51 |
| 1128 | 20150112 | Photo 1029 - 2013-09-18_04-29-53 |
| 1129 | 20150112 | Photo 1030 - 2013-09-18_04-29-55 |
| 1130 | 20150112 | Photo 1031 - 2013-09-18_04-29-59 |
| 1131 | 20150112 | Photo 1032 - 2013-09-18_04-30-00 |
| 1132 | 20150112 | Photo 1033 - 2013-09-18_04-30-11 |
| 1133 | 20150112 | Photo 1034 - 2013-09-18_04-30-12 |
| 1134 | 20150112 | Photo 1035 - 2013-09-18_04-30-38 |
| 1135 | 20150112 | Photo 1036 - 2013-09-18_04-30-39 |
| 1136 | 20150112 | Photo 1037 - 2013-09-18_04-30-40 |
| 1137 | 20150112 | Photo 1038 - 2013-09-18_04-30-41 |
| 1138 | 20150112 | Photo 1039 - 2013-09-18_04-30-45 |
| 1139 | 20150112 | Photo 1040 - 2013-09-18_04-30-46 |
| 1140 | 20150112 | Photo 1041 - 2013-09-18_04-31-58 |
| 1141 | 20150112 | Photo 1042 - 2013-09-18_04-31-59 |
| 1142 | 20150112 | Photo 1043 - 2013-09-18_04-32-01 |
| 1143 | 20150112 | Photo 1044 - 2013-09-18_04-32-21 |
| 1144 | 20150112 | Photo 1045 - 2013-09-18_04-33-59 |
| 1145 | 20150112 | Photo 1046 - 2013-09-18_04-34-00 |
| 1146 | 20150112 | Photo 1047 - 2013-09-18_04-34-01 |
| 1147 | 20150112 | Photo 1048 - 2013-09-18_04-34-25 |

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| 1148 | 20150112 | Photo 1049 - 2013-09-18_04-34-29 |
| 1149 | 20150112 | Photo 1050 - 2013-09-18_04-34-44 |
| 1150 | 20150112 | Photo 1051 - 2013-09-18_04-34-45 |
| 1151 | 20150112 | Photo 1052 - 2013-09-18_04-35-14 |
| 1152 | 20150112 | Photo 1053 - 2013-09-18_04-35-15 |
| 1153 | 20150112 | Photo 1054 - 2013-09-18_04-35-17 |
| 1154 | 20150112 | Photo 1055 - 2013-09-18_04-35-20 |
| 1155 | 20150112 | Photo 1056 - 2013-09-18_04-35-21 |
| 1156 | 20150112 | Photo 1057 - 2013-09-18_04-35-24 |
| 1157 | 20150112 | Photo 1058 - 2013-09-18_04-35-25 |
| 1158 | 20150112 | Photo 1059 - 2013-09-18_04-35-35 |
| 1159 | 20150112 | Photo 1060 - 2013-09-18_04-36-34 |
| 1160 | 20150112 | Photo 1061 - 2013-09-18_04-36-35 |
| 1161 | 20150112 | Photo 1062 - 2013-09-18_04-37-12 |
| 1162 | 20150112 | Photo 1063 - 2013-09-18_04-37-13 |
| 1163 | 20150112 | Photo 1064 - 2013-09-18_04-37-14 |
| 1164 | 20150112 | Photo 1065 - 2013-09-18_04-37-15 |
| 1165 | 20150112 | Photo 1066 - 2013-09-18_04-37-16 |
| 1166 | 20150112 | Photo 1067 - 2013-09-18_04-37-17 |
| 1167 | 20150112 | Photo 1068 - 2013-09-18_04-37-18 |
| 1168 | 20150112 | Photo 1069 - 2013-09-18_04-37-31 |
| 1169 | 20150112 | Photo 1070 - 2013-09-18_04-37-32 |
| 1170 | 20150112 | Photo 1071 - 2013-09-18_04-37-33 |
| 1171 | 20150112 | Photo 1072 - 2013-09-18_04-37-37 |
| 1172 | 20150112 | Photo 1073 - 2013-09-18_04-37-38 |
| 1173 | 20150112 | Photo 1074 - 2013-09-18_04-37-39 |
| 1174 | 20150112 | Photo 1075 - 2013-09-18_04-37-40 |
| 1175 | 20150112 | Photo 1076 - 2013-09-18_04-38-55 |

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| 1176 | 20150112 | Photo 1077 - 2013-09-18_04-39-06 |
| 1177 | 20150112 | Photo 1078 - 2013-09-18_04-39-07 |
| 1178 | 20150112 | Photo 1079 - 2013-09-18_04-39-08 |
| 1179 | 20150112 | Photo 1080 - 2013-09-18_04-39-10 |
| 1180 | 20150112 | Photo 1081 - 2013-09-18_04-39-11 |
| 1181 | 20150112 | Photo 1082 - 2013-09-18_04-39-12 |
| 1182 | 20150112 | Photo 1083 - 2013-09-18_04-39-13 |
| 1183 | 20150112 | Photo 1084 - 2013-09-18_04-39-14 |
| 1184 | 20150112 | Photo 1085 - 2013-09-18_04-39-15 |
| 1185 | 20150112 | Photo 1086 - 2013-09-18_04-39-16 |
| 1186 | 20150112 | Photo 1087 - 2013-09-18_04-39-17 |
| 1187 | 20150112 | Photo 1088 - 2013-09-18_04-39-42 |
| 1188 | 20150112 | Photo 1089 - 2013-09-18_04-39-43 |
| 1189 | 20150112 | Photo 1090 - 2013-09-18_04-39-44 |
| 1190 | 20150112 | Photo 1091 - 2013-09-18_04-39-45 |
| 1191 | 20150112 | Photo 1092 - 2013-09-18_04-39-46 |
| 1192 | 20150112 | Photo 1093 - 2013-09-18_04-39-47 |
| 1193 | 20150112 | Photo 1094 - 2013-09-18_04-41-17 |
| 1194 | 20150112 | Photo 1095 - 2013-09-18_04-41-18 |
| 1195 | 20150112 | Photo 1096 - 2013-09-18_04-41-19 |
| 1196 | 20150112 | Photo 1097 - 2013-09-18_04-42-37 |
| 1197 | 20150112 | Photo 1098 - 2013-09-18_04-42-38 |
| 1198 | 20150112 | Photo 1099 - 2013-09-18_04-42-41 |
| 1199 | 20150112 | Photo 1100 - 2013-09-18_04-42-42 |
| 1200 | 20150112 | Photo 1101 - 2013-09-18_04-42-43 |
| 1201 | 20150112 | Photo 1102 - 2013-09-18_04-42-44 |
| 1202 | 20150112 | Photo 1103 - 2013-09-18_04-42-45 |
| 1203 | 20150112 | Photo 1104 - 2013-09-18_04-42-46 |

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| 1204 | 20150112 | Photo 1105 - 2013-09-18_04-42-47 |
| 1205 | 20150112 | Photo 1106 - 2013-09-18_04-42-48 |
| 1206 | 20150112 | Photo 1107 - 2013-09-18_04-42-49 |
| 1207 | 20150112 | Photo 1108 - 2013-09-18_04-42-50 |
| 1208 | 20150112 | Photo 1109 - 2013-09-18_04-42-51 |
| 1209 | 20150112 | Photo 1110 - 2013-09-18_04-42-52 |
| 1210 | 20150112 | Photo 1111 - 2013-09-18_04-42-53 |
| 1211 | 20150112 | Photo 1112 - 2013-09-18_04-42-54 |
| 1212 | 20150112 | Photo 1113 - 2013-09-18_04-42-57 |
| 1213 | 20150112 | Video 25 |
| THIRD SUPPLEMENTAL WRITTEN PLEADINGS | | |
| 1214 | 20150227 | Annex N-47 |
| 1215 | 20150227 | Claimants Third Supplemental Written Pleadings |
| 1216 | 20150227 | Council of State Decision on Appeal in the Klaverbank case |
| 1217 | 20150227 | Interim injunction proceedings |
| 1218 | 20150227 | Interim injunction proceedings II |
| 1219 | 20150227 | Netherlands Shipping Inspected Report of Findings |
| 1220 | 20150227 | Screenshot 1 |
| 1221 | 20150227 | Video 26 |
| 1222 | 20150227 | Video 27 (End of action seen from bridge of MYAS) |
| 1223 | 20150227 | Video 28a (End of action seen from RHIB 'Hurricane' - Part 1) |
| 1224 | 20150227 | Video 28b (End of action seen from RHIB 'Hurricane' - Part 2) |
| 1225 | 20150227 | Video 29a (Action seen from RHIB 'Suzie Q' - Part 1) |
| 1226 | 20150227 | Video 29b (Action seen from RHIB 'Suzie Q' - Part 2) |
| 1227 | 20150227 | Video 29c (Action seen from RHIB 'Suzie Q' - Part 3) |
| 1228 | 20150227 | Video 29d (Action seen from RHIB 'Suzie Q' - Part 4) |
| 1229 | 20150227 | Video 30 (MYAS and Ladoga discuss status of detainees) |

| UPDATED PLEADING ON REPARATION | | |
|---------------------------------------|----------|--|
| Annexes and Appendices | | |
| Annex N-48 | | |
| 1230 | 20151028 | Annex N-48 - Claim Statement October 2015 |
| 1231 | 20151028 | Appendix 1 |
| 1232 | 20151028 | Appendix 2 |
| 1233 | 20151028 | Appendix 3 |
| 1234 | 20151028 | Appendix 4 |
| 1235 | 20151028 | Appendix 5 |
| 1236 | 20151028 | Appendix 6.1 |
| 1237 | 20151028 | Appendix 6.2 |
| 1238 | 20151028 | Appendix 6.3 |
| 1239 | 20151028 | Appendix 7.1 |
| 1240 | 20151028 | Appendix 7.2 |
| 1241 | 20151028 | Appendix 7.3 |
| 1242 | 20151028 | Appendix 7.4 |
| 1243 | 20151028 | Appendix 7.5 |
| 1244 | 20151028 | Appendix 8.1 |
| 1245 | 20151028 | Appendix 8.2 |
| 1246 | 20151028 | Appendix 9.1 |
| 1247 | 20151028 | Appendix 9.2 |
| 1248 | 20151028 | Appendix 9.3 |
| 1249 | 20151028 | Appendix 9.4 |
| 1250 | 20151028 | Appendix 10 |
| 1251 | 20151028 | Appendix 11 |
| Annex N-49 | | |
| 1252 | 20151019 | Annex N-49 - 20151019 Hanse survey MYAS RHIBs |
| Updated Pleading on reparation | | |
| 1253 | 20151028 | Updated Pleading on Reparation of the Kingdom of the Netherlands in the Arctic Sunrise Arbitration |

| Further information on Reparation | | |
|--|----------|---|
| 1254 | 20151030 | 2015-10-30 Letter NL - Arbitral Tribunal (Further Information Greenpeace) |
| 1255 | 20151030 | 20151030 Letter Greenpeace International - Arctic Sunrise Inventory |
| Fourth Supplemental Written Pleadings | | |
| 1256 | 20160314 | Fourth Supplemental Written Pleadings of the Kingdom of the Netherlands |
| Annexes and Appendices of fourth Supplemental Written Pleadings | | |
| 1257 | 20160314 | Appendix 1 Survey of RHIB 1 Novurania by Hanse Survey |
| 1258 | 20160314 | Appendix 2 Survey of RHIB 2 Novi by Hanse Survey |
| 1259 | 20160314 | Appendix 3 Survey of RHIB 3 Hurricane by Hanse Survey |
| 1260 | 20160314 | Appendix 4 Survey of RHIB 4 Suzy Q by Hanse Survey |
| 1261 | 20160314 | Appendix 5 Survey of RHIB 5 Parker by Hanse Survey |
| 1262 | 20160314 | Appendix 6 Survey of RHIB 6 Delila by Hanse Survey |
| 1263 | 20160314 | Appendix 7 RHIB Condition Inspection Report |
| 1264 | 20160314 | Appendix 8 Arctic Sunrise Condition Survey Report |
| 1265 | 20160314 | Appendix 9 Petrol Price Level |
| 1266 | 20160314 | Appendix 10 GPI Nautilus Rules & Regulations CBI |
| 1267 | 20160314 | Appendix 11 SGC Security Principles |
| 1268 | 20160314 | Appendix 12 Invoice Oranjewerf |
| 1269 | 20160314 | Appendix 13 Crew Cost Calculations |
| 1270 | 20160314 | Appendix 14 WEA Accountant Statement |

| Submissions of the parties – THE RUSSIAN FEDERATION | | |
|---|----------|---|
| Position Paper | | |
| 1271 | 20150807 | 2014-02 20150807 Certain Legal Issues Highlighted sent by Respondent |
| 1272 | 20150807 | 2014-02 20150807 Ltr from Respondent to Tribunal encl position paper |
| 3. Documents referred to in para 4.1 of the experts Terms & References (for Mr Larsen) | | |
| 1273 | | Annex N-48 - Netherlands' Updated Claim Statement October 2015 |
| 1274 | | Appendix 2 |
| 1275 | | Fourth Supplemental Written Pleadings of the Kingdom of the Netherlands |
| Information specifically requested by the expert and responses received from Greenpeace International. | | |
| 1276 | | Downloaded Ulysses report for RHIB 1 named "Novurania 1". |
| 1277 | | Downloaded Ulysses report for RHIB 2 named "Novurania 2". |
| 1278 | | Downloaded Ulysses report for RHIB 3 named "Hurricane 1". |
| 1279 | | Downloaded Ulysses report for RHIB 4 named "Suzi-Q". |
| 1280 | | Downloaded Ulysses report for RHIB 5 named "Parker". |
| 1281 | | Downloaded Ulysses report for RHIB 6 named "Delila". |
| 1282 | | On hire report or supplier invoice including specification, for the RHIB 1, "Novurania 1". |
| 1283 | | On hire report or supplier invoice including specification, for the RHIB 2, "Novurania 2". |
| 1284 | | On hire report or supplier invoice including specification, for the RHIB 3, named "Hurricane 1". |
| 1285 | | On hire report or supplier invoice including specification, for the RHIB 4, named "Suzi-Q". |
| 1286 | | On hire report or supplier invoice including specification, for the RHIB 5, named "Parker". |
| 1287 | | On hire report or supplier invoice including specification, for the RHIB 6, named "Delila". |
| 1288 | | Documentation which serves to demonstrate the condition of each RHIB, its engines and equipment immediately prior to events of 18 th September 2013. |
| 1289 | | A copy of the ship's official logbook for the 29 th August 2013. |

| | | |
|------|--|--|
| 1290 | | A statement from the Dutch Shipping Inspectorate that the vessel "Arctic Sunrise" is considered to be a "pleasure craft" and that they consider the RHIBs to "belong" to "Arctic Sunrise". |
| 1291 | | Details of the current location [at time of the study related to this report] of the RHIB 1, named "Novurania 1". |
| 1292 | | Details of the current location [at time of the study related to this report] of the RHIB 2, named "Novurania 2". |
| 1293 | | Details of the current location [at time of the study related to this report] of the RHIB 3, named "Hurricane 1". |
| 1294 | | Details of the current location [at time of the study related to this report] of the RHIB 4, named "Suzie-Q" |
| 1295 | | Details of the current location [at time of the study related to this report] of the RHIB 5, named "Parker" |
| 1296 | | Details of the current location [at time of the study related to this report] of the RHIB 6, named "Delila". |
| 1297 | | Supplier invoices and specifications for replacement RHIBs, their engines and equipment detailing which RHIBs these replaced. |
| 1298 | | Service provider invoices for repairs to RHIBs, their engines and equipment, which were not replaced. |
| 1299 | | Letter received from Greenpeace International dated 17 th October 2016. Response to request for information sent by the expert. |

333

334 8.1 Information sourced by the expert

335 In addition to the documents detailed in table one above the expert has also
336 included a review of the list of detentions performed by the Russian Federation
337 during the month of September 2013.

338

339 This detention information, has been sourced from the port state control (PSC)
340 Black Sea Memoranda of Understanding (Black Sea MOU) at
341 <http://www.bsmou.org/database/detention-list/> as accessed on 08th
342 November 2016.

343

344 The manufactures manual for the Halmatic P22 Replacement RHIBs has been
345 obtained from the internet source at
346 [http://www.northernexposurerescue.org.uk/documents/Manuals/Pac%2022.p](http://www.northernexposurerescue.org.uk/documents/Manuals/Pac%2022.pdf)
347 [df](http://www.northernexposurerescue.org.uk/documents/Manuals/Pac%2022.pdf) as accessed on 10th November 2016.

348

349 Online information from Parker RHIBs available at
350 http://parkerribs.com/parker_650.html, accessed 14th November 2016.

351

352 **9.Information received from other professional persons via**
353 **the Permanent Court of Arbitration**

354 The following listed Hanse Survey reports were provided to Allan Larsen by the
355 Permanent Court of Arbitration and are identified in table one above as items
356 1257,1258,1259,1260,1261 and 1262. The following table 2 provides details of
357 the author of these Hanse Survey reports.

358 It is hereby declared that no aspect of the following listed surveys performed
359 by Captain Haye van Hove of Hanse Survey, were instructed, supervised,
360 monitored or verified by Allan Larsen or by Larsens Marine Surveyors &
361 Consultants Ltd.

362 The contents of the reports produced by Hanse Survey have however, been
363 relied upon in producing this current report.

| TABLE TWO | | | | | |
|---------------------|--|---------------------------------|-------------------------------|------------------------|------------------------------------|
| Table one reference | Title of report | Date of survey | Date of report | Surveyor / Author | Surveyor / Author's qualifications |
| 1257 | Survey of RHIB 1 Novurania by Hanse Survey | 29 th September 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |
| 1258 | Survey of RHIB 2 Novi by Hanse Survey | 29 th September 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |
| 1259 | Survey of RHIB 3 Hurricane by Hanse Survey | 29 th September 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |
| 1260 | Survey of RHIB 4 Suzy Q by Hanse Survey | 29 th September 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |
| 1261 | Survey of RHIB 5 Parker by Hanse Survey | 29 th September 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |
| 1262 | Survey of RHIB 6 Delila by Hanse Survey | 29 th Sept. 2015 | 19 th October 2015 | Captain Haye van Hove. | Unknown |

364 **10. Conventions used in the production of this report which**
365 **was not provided by the Permanent Court of Arbitration**

366 In addition to those documents referenced in table one of this report, the
367 “United Nations Convention on the law of the Sea” (UNCLOS) was referred to
368 during the production of this report.

369

370 **11. Experts statement of facts and opinions**

371 This report has been produced using information provided by various parties
372 via the Permanent Court of Arbitration. All information received has been
373 accepted as fact.

374

375 The contents of this report contain these facts, but do in some areas contain
376 information which is the ‘opinion’ of the expert. Where opinion has been
377 expressed this is indicated as such.

378

379

380 **12. Number of RHIBs involved**

381 As the claim being made by the Kingdom of the Netherlands, through this
382 Arbitration proceeding, relates to six in number RHIBs, their outfitting and their
383 equipment, it is necessary to establish the number of RHIBs involved in the
384 events of 18th September 2015. To determine this all photographs, videos and
385 audio recordings along with witness statements provided by the Permanent
386 Court of Arbitration, have been reviewed.

387

388 The following RHIBS have been identified as being present during the events at
389 the offshore installation on 18th September 2013. The identification of each of
390 these RHIBs having been deduced from the photographs, videos, witness
391 statements and Hanse Survey, survey reports provided by the Permanent Court
392 of Arbitration.

393

- 394 • RHIB 1 “Novurania 1” (also referred to as Novi 1).
- 395 • RHIB 2 “Novurania 2” (also referred to as Novi 2).

- 396 • RHIB 3 “Hurricane” (also referred to as Hurricane 1 / Hurricane 640 /
397 Zodiac / (RHIB 5(Zodiak) in monthly RHIB Condition / Inspection Report).
398 • RHIB 4 “Suzie-Q” (also referred to as Suzy-Q / M&R Ribsea 750
399 /Ribsea).
400 • RHIB 5 “Parker” (also referred to as Parker 650 and as Black Magic /
401 Large RHIB / (RHIB 3 in monthly RHIB Condition / Inspection Report).
402

403 The Registration number of each of the RHIBs being as follows official
404 registration documents as per ANNEX RHIBS 6 2011 RDW registration cards AS
405 RHIBs:

- 406 • RHIB 1. 10-74-YS (YS-10-74 as per Appendix 1 Survey of RHIB 1
407 Novurania by Hanse Survey)
408 • RHIB 2. 10-75-YS (YS-10-75 as per Appendix 2 Survey of RHIB 2 Novi by
409 Hanse Survey)
410 • RHIB 3. YP-15-06
411 • RHIB 4. 13-19-YD
412 • RHIB 5. 03-74-YS
413 • (RHIB 6. YN-69-18)
414

415 According to the ‘Certificate of Registration fast motorboat’, issued by the
416 Kingdom of The Netherlands, all six of the above referenced RHIBs are owned
417 by Stitching Phoenix. This must be well understood as the RHIBs, were being
418 operated by “Stichting Greenpeace” under Charter Agreement on 18th
419 September 2013. See section 15.2 of this report for further details.
420

421 It should be noted that at no time in any of the provided photographs, videos
422 or witness statements, is the RHIB 6, known as “Delila”, evident in the ‘on
423 water’ events at the offshore unit on 18th September 2013.
424

425 Photograph numbers 104, 874, 889 and 1061, although not clear, do suggest
426 that this RHIB 6 (Delila) was however on board “Arctic Sunrise” at that time,
427 located on the starboard main deck of the vessel. This is confirmed in a letter
428 provided to the expert, via the Permanent Court of Arbitration by Greenpeace
429 International dated 17th October 2016 which states in para 15, page 2 – “The
430 Delila remained a spare and was not used in the protest”.

431

432 This evidence that RHIB 6 (Delila) was not involved in the events occurring at
433 the offshore unit is also supported by the witness statement provided by Mr
434 Peter Henry Willcox, Captain of the “Arctic Sunrise” who states in part 3 of his
435 statement that, “I was on the bridge [of the Arctic Sunrise] from the time when
436 five rigid hull inflatable boats (RHIBs) left Arctic Sunrise and headed towards
437 the platform.”. The witness statement of Mr Willcox is item 28 of table one of
438 this report.

439

440

441 It is concluded therefore that only five RHIBS belonging* to Arctic Sunrise were
442 directly involved in the ‘on water’ events at the offshore unit on 18th
443 September 2013 and, that the RHIB 6 (Delila) was not directly involved in these
444 events. RHIB 6 (Delila) therefore could not have been damaged in the ‘on
445 water’ events taking place at the offshore unit on that date.

446

447 * The term “belonging” refers to the fact that the Permanent Court of
448 Arbitration, the Kingdom of the Netherlands, Stichting Phoenix and Stichting
449 Greenpeace consider the ship and its equipment to be one unit. Equipment is
450 taken to include the RHIBs

451

452 In a letter issued to the expert by ‘Greenpeace International’ on 17th October
453 2016 it is stated that no replacement RHIB was provided for the RHIB 6, Delila
454 following the events of 18th September 2013.

455

456 Having concluded that the RHIB 6 (Delila) could not have been damaged as a
457 direct result of the “on water” events of 18th September then two possible
458 scenarios exist:

- 459 • That RHIB 6 (Delila) was damaged to the extent described in the Hanse
460 Survey report of 29th September 2015 prior to the events of 18th
461 September 2013.
- 462 • That RHIB 6 (Delila) was damaged during the related detention period of
463 MV Arctic Sunrise.
- 464 • That RHIB 6 (Delila) was damaged following the release from the related
465 detention of MV Arctic Sunrise.

466

467 The above scenarios are discussed further in section 14, Causal Factors, of this
468 report.

469

470

471 **13. Condition of RHIBs - baseline**

472 As the claim being made by the Kingdom of the Netherlands, through this
473 Arbitration proceeding, relates to the value of each RHIB, its outfitting and its
474 equipment, it is necessary to understand the condition of each RHIB at known
475 points in time.

476 Namely:

- 477 • A point in time which is as close as possible to the point in time
478 immediately prior to the events of 18th September 2013.
- 479 • A point in time which is as close as possible to the point in time
480 immediately after the events of 18th September 2013.
- 481 • A point in time which is as close as possible to the point in time when
482 each RHIB was returned to Greenpeace International, or their associated
483 organisations, by the Russian Federation.

484

485 By determining the condition of each RHIB at each of the above-mentioned
486 points in time, a comparison can be made and from that the damages incurred
487 due to the events of 18th September 2013 and during the subsequent
488 detention period can be deduced.

489

490 In considering the condition of each of the RHIBS at the given periods of time,
491 cognisance is also taken of the statements made by Stichting Greenpeace with
492 regards to maintenance and condition records.

493

494 The following tables provide an overview of the damages known to exist on
495 each of the RHIBs, prior to the events of 18th September 2013, in so far as this
496 can be obtained from the information provided by the maintenance records
497 provided to the expert.

498

499 It should be noted that the records held by Stichting Greenpeace lack
500 continuity in referencing and thoroughness of entries. It should also be noted
501 that the maintenance reports contain non-standard nomenclature within the
502 comments section which, in the opinion of the expert, indicates a lack of
503 professionalism and thoroughness in the reporting function.

504

505 For example, the entry made in the document referenced TEC20, dated 29th
506 May 2013, entitled “Monthly RHIB Condition / Inspection Report” contains the
507 entry” a lot of different repairs evident, looks like hell” in relation to RHIB4
508 (Suzie Q). Although this may have been considered by the Stichting
509 Greenpeace author of the TEC20 maintenance record document to be
510 descriptive at the time of writing, it serves only to demonstrate that the RHIB4
511 was in the opinion of the expert, in a condition less than good. The TEC20
512 maintenance record document fails to provide detailed information. This
513 matter is discussed further in section 13, table 6, of this report.

514

515 Due to the time lapse between the 18th September 2013 and the date of
516 appointment of Allan Larsen as expert, the repairs required to each RHIB had
517 been completed and the RHIBs returned to service. It was therefore deemed by
518 Allan Larsen that a physical survey of each RHIB would not be beneficial and
519 would serve only to increase the costs involved in producing this report.

520

521 To assess the condition of each RHIB at each point in time the following
522 documentation was utilised.

523

524 **13.1 Condition of each RHIB before the “on water” events of 18th**
525 **September 2013**

526 In determining the condition at a point in time which is as close as possible to
527 the point in time immediately prior to the events of 18th September 2013:

- 528 • ANNEX RHIBS 1 AS RHIBS Maintenance History Overview – all
- 529 • MONTHLY RHIB CONDITION / INSPECTION REPORT

530

531 The following tables (Table 3 – Table 8) Provide information collated from
532 documentation completed and maintained by Stichting Greenpeace. While
533 these tables demonstrate that each RHIB has been inspected and maintained
534 to some extent, they also demonstrate a lack of continuity and accuracy.

535

536 Also, the information provided within each table highlights that the RHIBs were
537 not in a condition which could be described as “good” as they have been
538 described in the Stichting Greenpeace maintenance documents. This is due to
539 the noted accumulated damages, repairs and in the comments of the
540 maintenance records authors for each report.

541

542 It is also noted that repairs have been effected by Stichting Greenpeace staff
543 which cannot in all cases be considered as “definitive”. A “definitive” repair
544 being a repair which returns the RHIB to its original condition and design.

545

546 A “patch” therefore could be considered only as a “temporary” or “permanent”
547 repair depending on the effectiveness of the repair performed.

548

549 **13.1.1 RHIB 1 Novurania 1**

550 The attending surveyor, acting for Hanse Survey, has stated in the survey
551 report issued on 29th September 2015 that “all boats were in the “Ulysses
552 planned maintenance system” and regular maintenance records are available
553 until their seizure. However, in a letter issued by Greenpeace International
554 (Amsterdam) on 17th October 2016 it is stated on page one, para 15, that
555 *“Because the Ulysses system implementation has taken time – the introduction*
556 *was still underway in 2013 – the system does not provide a complete overview*
557 *of the maintenance and repairs of the RHIBs in that year.*

558 *However, the information on the state and maintenance of the RHIBs was also*
559 *captured via other systems.”* It is therefore unclear why Hanse Survey have
560 referred to the Ulysses System in the report for RHIB1 and not to the “other
561 systems” as mentioned by Greenpeace International.

562

563 It is reported in the RHIBS Maintenance History Overview that on 03rd June
564 2013, that the bow cover of RHIB 1, was “damaged”.

565

566 No other routine maintenance or repair information is contained in any
567 maintenance documentation provided by Greenpeace International.

568

569 As no evidence, has been provided in relation to the upkeep of RHIB1, it is not
570 possible to determine the condition of this RHIB at a point in time immediately
571 before the events of 18th September 2013.

572

573 At the same time, it should be noted that no evidence has been presented that
574 this RHIB has been routinely maintained.

575

576 **13.1.2 RHIB 2 Novurania 2**

577 The attending surveyor, acting for Hanse Survey, has stated in the survey
578 report issued on 29th September 2015 that “all boats were in the “Ulysses
579 planned maintenance system” and regular maintenance records are available
580 until their seizure. However, in a letter issued by Greenpeace International
581 (Amsterdam) on 17th October 2016 it is stated that “Because the Ulysses
582 system implementation has taken time – the introduction was still underway in
583 2013 – the system does not provide a complete overview of the maintenance
584 and repairs of the RHIBs in that year.

585

586 However, the information on the state and maintenance of the RHIBs was also
587 captured via other systems.” It is therefore unclear why Hanse Survey have
588 referred to the Ulysses System in the report for RHIB2 and not to the “other
589 systems” as mentioned by Greenpeace International.

590

591

592 No other routine maintenance or repair information is contained in any
593 document provided by Greenpeace International for RHIB2.

594

595 As no information, has been provided in relation to the upkeep of RHIB2 it is
596 not possible to determine the condition of this RHIB at a point in time
597 immediately before the events of 18th September 2013. At the same time, it
598 should be noted that no evidence has been presented that this RHIB has been
599 routinely maintained.

600

601 **13.1.3 RHIB 3 Hurricane**

602 The attending surveyor, acting for Hanse Survey, has stated in the survey
603 report issued on 29th September 2015 that “all boats were in the “Ulysses
604 planned maintenance system” and regular maintenance records are available
605 until their seizure. However, in a letter issued by Greenpeace International
606 (Amsterdam) on 17th October 2016 it is stated that “Because the Ulysses
607 system implementation has taken time – the introduction was still underway in
608 2013 – the system does not provide a complete overview of the maintenance
609 and repairs of the RHIBs in that year.

610

611 However, the information on the state and maintenance of the RHIBs was also
612 captured via other systems.” It is therefore unclear why Hanse Survey has
613 referred to the Ulysses System in the report for RHIB3 and not to the “other
614 systems” as mentioned by Greenpeace International.

615

616 The information recorded for this RHIB3 includes notes of damage incurred /
617 repaired prior to the events of 18th September 2013. It is also noted in the
618 maintenance logs for this RHIB that running hours have not been correctly
619 recorded.

620

621 This lack of detail would have the result of making full and correct maintenance
622 of the RHIB very difficult. The lack of recorded running hours also has the effect
623 that it is impossible to know for how long the engine has been operated, this
624 affects maintenance schedules and therefore the value of the engine. Points of
625 note included in table 5 include:

626

- 627 • Engine running hours have not been updated.
- 628 • Entry of 25th May 2013 and 06th June 2013, states “Hulls NOT in good
629 condition. Painted w/out nicks and damage below the waterline or
630 above.
- 631 • Entry of 25th May 2013 and 06th June 2013, states “Hulls not in good
632 condition”.
- 633 • Entry of 25th May 2013 and 06th June 2013, states “Zodiacs hull is
634 thought to be full of expanding foam. This foam is thought to be soaked
635 in water. This hull continues to take water in the forward compartment.
- 636 • Entry of 06th July 2013, states “Damage to bow”.
- 637 • Entry of 20th August 2013, states “repaired with double patch, fiberglass
638 bruised but ok”.
- 639 • Entry of 29th August 2013, states “bow sponson punctured during
640 training, 10mm tear in front, repaired with double patch, ok”.

641

642 From the entries made in the Stichting Greenpeace documents it is evident
643 that the persons performing the monthly checks have raised defects for
644 attention. The fact that the same defects appear repeatedly may suggest a lack
645 of maintenance and/or lack of support of the ships staff by Stichting
646 Greenpeace.

647

648 It could also be the case however, that the opportunity had not arisen for these
649 to be fully addressed. In either case, it is evident that the RHIB3, Hurricane, was
650 not in a condition which could be considered “good” immediately prior to the
651 events of 18th September 2013.

652

653 Of particular note are the entries of 25th May and 06th June 2013 that the hull
654 of RHIB 3 was thought to be full of expanding foam which had become
655 waterlogged. It should be noted that the hull is taken to be the fibreglass
656 (FRP/GRP) section of the RHIB and not the air filled sponsons.

657

658 When such a scenario exists the weight of the RHIB is increased by the weight
659 of the expanding foam plus the weight of entrapped/retained water (including
660 salt) . This increase in weight can be considerable over time and have a
661 negative effect on the RHIBS performance and manoeuvrability, preventing the

662 RHIB from being righted after capsize and in exceeding the Safe Working Load
663 of the davits used to lower and recover the RHIB from / to the Arctic Sunrise.
664 Such defects can result in fatalities occurring. For information, it should be
665 noted that a similar defect, although relating to a different design of boat,
666 resulted in the death of one crew member of the car carrier MV Tombarra
667 (IMO No. Number. 9319753) on 07th February 2011. This fatal incident is
668 featured in a Safety Bulletin issued by the UK Marine Accidents Investigation
669 Branch (MAIB) and included details of the dangers of a waterlogged Hull.

670
671 It is noted in addition to the entries in the maintenance log that the Hanse
672 Survey Report dated 29th September 2015 refers to previous repairs which are
673 not mentioned in the Stichting Greenpeace maintenance records including a
674 fibreglass repair to this RHIBs transom. It is considered therefore, that the
675 maintenance records provided by Stichting Greenpeace do not contain notes of
676 all repairs and maintenance performed. It cannot be assumed therefore that all
677 defects and damages have been identified within the documents provided by
678 Greenpeace.

679
680 Considering the reported condition of RHIB 3 in the maintenance documents
681 and considering the adverse effect that a foam filled water logged hull would
682 have, it is probable that RHIB 3 was not “fit for use in a protest action” as
683 declared in the Fourth Supplemental Written Pleadings of the Kingdom
684 Netherlands (replies to the questions posed by the Arbitral Tribunal to the
685 Netherlands pursuant to Article 25 of the Rules of Procedure, Question One,
686 Para 2), and in fact was possibly not fit for service due the hull being foam filled
687 and waterlogged which may render this RHIB unseaworthy for this reason.

688

689 **13.1.4 RHIB 4. Suzie Q.**

690 The attending surveyor, acting for Hanse Survey, has stated in the survey
691 report issued on 29th September 2015 that “all boats were in the “Ulysses
692 planned maintenance system” and regular maintenance records are available
693 until their seizure. However, in a letter issued by Greenpeace International
694 (Amsterdam) on 17th October 2016 it is stated that “Because the Ulysses
695 system implementation has taken time – the introduction was still underway in

696 2013 – the system does not provide a complete overview of the maintenance
697 and repairs of the RHIBs in that year.

698

699 However, the information on the state and maintenance of the RHIBs was also
700 captured via other systems.” It is therefore unclear why Hanse Survey have
701 referred to the Ulysses System in the report for RHIB4 and not to the “other
702 systems” as mentioned by Greenpeace International.

703

704 The information recorded for this RHIB4 includes notes of damage incurred /
705 repaired prior to the events of 18th September 2013.

706

707 Points of note included in table 6 include:

708 • Entry of November 2011, states “It was capsized in November 2011 with
709 extensive damage to its hull, sponson and engine. It was an engine Iveco,
710 type N67 ENT M 45 in June 2012 installed. It was repaired at the same
711 time for” about 50.000 Euro”.

712 • Entry of 25th May 2013, states “Hulls NOT in good condition. Painted
713 w/out nicks and damage below the water line or above”

714 • Entry of 25th May 2013, states “RhibSea750 sponson cover retainer at
715 the port side bow has suffered some impact damage and needs repair.
716 This hull could use a new paint job, a lot of different repairs evident,
717 looks like hell. Otherwise the hull is fine”.

718 • 00 June 2013, states “Ribsea. This hull could use a new paint job, a lot of
719 different repairs evident, looks like hell. Bow and stern damage has been
720 repaired”.

721 • Entry of 03rd June 2013, states “Reverse Bucket (the device used in this
722 design of RHIB to select ahead or astern thrust) – adjusted the bucket
723 connector to allow greater range of movement of the bucket. Cut a hole
724 in the transverse frame so that the ram doesn’t bottom out. Full range of
725 motion now. All good”.

726 • Entry of 12th June 2013, states “bow/stern damage – bow cut and
727 ground back, hole approx. 200 x 75 mm, bow re-glassed with epoxy and
728 painted, cover tube alloy rails straightened and re-bolted, tubes refitted.
729 Stern ground back and re-glassed, filled and painted”.

- 730 • Entry of 04th September 2013, states “Inspect Stator and Reverse Bucket
731 Connections - ok, all ball joint connections a little sloppy”.
- 732 • Entry of 04th September 2013, states “Jet pump shaft inspection -S/S
733 wear ring a little worn, leading edges of impeller damaged, could
734 probably do with new wear ring, impeller refinish and balance.”

735

736 It is noted that this RHIB4 has previously been damaged during a capsized
737 incident in November 2011. Within the maintenance notes provided by
738 Stichting Greenpeace It is stated that a replacement engine was fitted in 2012,
739 but it is not detailed whether this was a new, reconditioned or used engine.

740

741 It is further mentioned that following the capsized incident in November 2011,
742 that 50,000 Euros worth of repairs were performed at that time. The reported
743 50,000 Euro cost is, due to the relatively high value, assumed to relate to the
744 RHIB and not to the inboard engine.

745

746 The fact that the hull is reported to be “NOT in good condition” on 25th May
747 2013, 18 months after repairs, suggests that either the repairs performed were
748 not of a good standard or, that the RHIB has not been maintained fully in the
749 interim period, or that the RHIB has not been operated with due diligence in
750 the interim period.

751

752 A point of technical importance is the mention of cutting a hole in the
753 “transverse frame” of the RHIB. This action would affect the structural strength
754 and reduce the freeboard of the RHIB. (Freeboard being the distance from the
755 sea surface to the point where water would flow into the RHIB).

756

757 This is a change to the design of the RHIB for which no evidence of approval
758 from the manufacturer or any other technical body has been provided.
759 Such a modification, in reducing the structural strength of the RHIB and in
760 lowering the freeboard height causes a situation where the RHIB is being
761 operated in a condition for which it was not designed.

762

763 This modification would cause a reduction in the value of RHIB4.

764

765 RHIB4 appears in the Monthly RHIB Condition / Inspection Report, completed
766 by Stitching Greenpeace ship staff, on 29th August 2013 including checklist
767 completion and comments. It could not have been possible for the ships staff
768 to have inspected this RHIB4 at this time as it is recorded as being ashore in
769 Kirkenes. According to a copy of the ships logbook provided to the expert upon
770 request, MV Arctic Sunrise was at sea on that date, on passage to Kirkenes.

771 It should also be noted that the ships log book does should contain details of
772 the ships passage as entries “from” and “to”. In this case the log book does not
773 contain this information as the “from” entry states only “operational area”.

774

775 **13.1.5 RHIB 5 Parker**

776 The attending surveyor, acting for Hanse Survey, has stated in the survey
777 report issued on 29th September 2015 that “all boats were in the “Ulysses
778 planned maintenance system” and regular maintenance records are available
779 until their seizure. However, in a letter issued by Greenpeace International
780 (Amsterdam) on 17th October 2016 it is stated that “Because the Ulysses
781 system implementation has taken time – the introduction was still underway in
782 2013 – the system does not provide a complete overview of the maintenance
783 and repairs of the RHIBs in that year. However, the information on the state
784 and maintenance of the RHIBs was also captured via other systems.” It is
785 therefore unclear why Hanse Survey have referred to the Ulysses System in the
786 report for RHIB5 and not to the “other systems” as mentioned by Greenpeace
787 International.

788

789 The information recorded for this RHIB5, Parker, includes notes of damage
790 incurred / repaired prior to the events of 18th September 2013.

791

792 Points of note included in table 7 include:

793 Entry of 00 June 2013, states “Parker 650, all seat backs broken during boat
794 training.

- 795 • Entry of 00 June 2013, states “Broken scots seat as above”.
- 796 • Entry of 10th July 2013, states “seat black magic- 2 seats removed and
797 boxed up ready to send to scotts. Shocks removed and serviced/

798 painted. Passenger seat replaced with repaired spare, driver has no seat
799 at present”.

- 800 • Entry of 29th August 2013, states “All running hours have NOT been
801 updated.”

802 The maintenance information available for Parker suggests that this boat was
803 being operated in a condition other than the designed condition for the RHIB in
804 that no seating was available for the coxswain. However, it is noted that the
805 report provided by Hanse Survey clearly shows that this RHIB5, Parker, was
806 fitted with the coxswain’s seat at the time of that survey. It is also the case that
807 this RHIB can be seen to have two seats in place, side by side, in the video
808 footage provided for the events of 18th September 2013.

809 It is apparent therefore that the maintenance records provided by Stichting
810 Greenpeace for this RHIB are incomplete.

811

812 **13.1.6 RHIB 6 Delila**

813 The attending surveyor, acting for Hanse Survey, has stated in the survey
814 report issued on 29th September 2015 that “all boats were in the “Ulysses
815 planned maintenance system” and regular maintenance records are available
816 until their seizure. However, in a letter issued by Greenpeace International
817 (Amsterdam) on 17th October 2016 it is stated that “Because the Ulysses
818 system implementation has taken time – the introduction was still underway in
819 2013 – the system does not provide a complete overview of the maintenance
820 and repairs of the RHIBs in that year.

821

822 However, the information on the state and maintenance of the RHIBs was also
823 captured via other systems.” It is therefore unclear why Hanse Survey have
824 referred to the Ulysses System in the report for RHIB6 and not to the “other
825 systems” as mentioned by Greenpeace International.

826

827 The information recorded for this RHIB6, Delila, includes notes of damage
828 incurred / repaired prior to the events of 18th September 2013.

829

830 Points of note included in table 8 include:

- 831
- Entry of 06th August 2013, states “trim pump removed, pump seized due to magnets being loose and jamming windings. Brushes worn out, full of oil pump cleaned, new brushes made from drill brushes, magnets re-glued, reassembled, tested and refitted. Working at present but no Guarantee.”
- 832
- 833
- 834
- 835
- Entry of 19th August 2013, states “was suffering fuel starvation, believed to be solved, needs another sea trial”.
- 836
- 837
- Entry of 29th August 2013 states, “Avon sea rider. Various repairs carried out, awaiting Engine Alarm Module in Kirkenes”.
- 838
- 839
- 840

841 The maintenance records provided for this RHIB6, Delila, demonstrate that a
842 defect existed with the trim pump and that further sea trials were required.
843 The engineer performing the repairs giving “no guarantee” of the effectiveness
844 of repair.

845

846 The purpose of the trim pump of the RHIB is to adjust the engine position in a
847 vertical plane. This in turn adjusts the horizontal angle of the RHIB. There is no
848 mention in the maintenance log that this sea trial had been performed before
849 the events of 18th September 2013.

850

851 It is also clearly stated that the repairs performed utilised spare parts from a
852 drilling machine and not the correct parts required. This being the case, this
853 RHIB6, which remained on board during the “on water” events of 18th
854 September 2013, was utilising non-standard parts in its trim system.

855

856

857

858

RHIB 1 - Novurania 1- Maintenance carried out on RHIB

| TABLE THREE | | | |
|----------------|---|---|----------------------------|
| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
| 03/06/2013 | bow cover damage - | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |

860

RHIB 2 - Novurania 2 -Maintenance carried out on RHIB

| TABLE FOUR | | | |
|----------------|---|--|----------------------------|
| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
| 28/08/2013 | Novi 10-75-YS GP Logo - logo painted on, still be nice to get new fabric letters. | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | Daniel activist |

861

862

RHIB 3 - Hurricane - Maintenance carried out on RHIB

| TABLE FIVE | | | |
|----------------|--|--|-----------------------------|
| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
| 29/08/2013 | Bow sponson punctured during training, 10mm tear in front, repaired with double patch, ok. | MONTHLY RHIB CONDITION / INSPECTION REPORT | J Beauchamp & Hans Kalweit. |
| 20/08/2013 | Repaired with double patch, fiberglass bruised but ok. | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | JB |
| 06/07/2013 | Damage to bow | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS | JB |

| | | | |
|------------|--|--|---|
| | | Maintenance History Overview | |
| 06/07/2013 | 12 Volt Plugs - tested working ok | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | JB |
| 00/06/2013 | Hulls NOT in good condition. Painted w/out nicks and damage below the water line or above | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 00/06/2013 | All running hours have NOT been updated. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 00/06/2013 | Zodiac hull is thought to be full of expanding foam. This foam is thought to be soaked in water. Bow has damage sustained during boat training. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | Zodiac hull is thought to be full of expanding foam. This foam is thought to be soaked in water. This hull continues to take water in the fwd compartment. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | Hulls NOT in good condition. Painted w/out nicks and damage below the water line or above | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | All running hours have NOT been updated. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | Lifting strops and shackles inspected and condition noted - N in report | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer |

TABLE SIX

| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
|----------------|---|--|-----------------------------|
| 05/09/2013 | Primary and secondary fuel filters changed. - | Maintenance History Report | JB |
| 04/09/2013 | Clean and Dry Bilge - little water as normal. | Maintenance History Report | JB |
| 04/09/2013 | Grease Steering Shaft - done, stb grease nipple was blocked/loose. | Maintenance History Report | JB |
| 04/09/2013 | Check engine alignment and mounting due -27 August 2013 - alignment visual ok, mount bolts quarter turn loose. | Maintenance History Report | JB |
| 04/09/2013 | Jet pump shaft inspection -S/S wear ring a little worn, leading edges of impeller damaged, could probably do with new wear ring, impeller refinish and balance. | Maintenance History Report | JB |
| 04/09/2013 | Inspect Stator and Reverse Bucket Connections - ok, all ball joint connections a little sloppy. | Maintenance History Report | JB |
| 29/08/2013 | Rib Sea (Suzi Q) Ashore in Kirkenes. - Report still carried out without sight of vessel as Artic Sunrise was in operational area and not Kirkenes | MONTHLY RHIB CONDITION / INSPECTION REPORT | J Beauchamp & Hans Kalweit. |
| 27/07/2013 | Check engine alignment and mounting -Due 10 July 2013 – Done | Maintenance History Report | OB Mech |
| 25/07/2013 | Check Anodic Protection - OK | Maintenance History Report | JB |
| 18/07/2013 | Check Coolant Level – OK | Maintenance History Report | JB |
| 18/07/2013 | Inspect Sea Water Filter - OK | Maintenance History Report | JB |
| 10/07/2016 | Inspect Stator And Reverse Bucket Connections – OK | Maintenance History Report | JB |
| 03/07/2013 | Inspect Sea Water Filter - OK | Maintenance History Report | ob |
| 03/07/2013 | starter removed, stripped down, planetary gears and bendix cleaned and greased. | Maintenance History Report | o/b |
| 24/06/2013 | Clean And Dry Bilge - Done | Maintenance History Report | OB Mech |
| 19/06/2013 | Change Oil And Filter -Done | Maintenance History Report | OB Mech |
| 14/06/2013 | Jet pump shaft inspection - ok, shaft oiler refilled. grease pumps half full. | Maintenance History Report | JB |

| | | | |
|------------|--|--|---|
| 14/06/2013 | suzi steering - steering oil pumped out and refilled, system bled, steering effort reported ok by rp and Al Baker | Maintenance History Report | JB |
| 14/06/2013 | Check Coolant Level – OK | Maintenance History Report | JB |
| 12/06/2013 | bow/stern damage- bow cut and ground back, hole approx. 200 x 75 mm, bow re-glassed with epoxy and painted, cover tube alloy rails straightened and re-bolted, tubes refitted. stern ground back and re-glassed, filled and painted. | Maintenance History Report | o/b |
| 10/06/2013 | Check engine alignment and mounting -Due 12 Dec 2012 – Done | Maintenance History Report | OB Mech |
| 03/06/2013 | reverse bucket- adjusted the bucket connector to allow greater range of movement of the bucket. cut a hole in the transverse frame so that the ram doesn't bottom out. Full range of motion now. all good | Maintenance History Report | phil d |
| 00/06/2013 | Rib sea. This hull could use a new paint job, a lot of different repairs evident, looks like hell. Bow and stern damage has been repaired. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | RhibSea750 sponson cover retainer at the port side bow has suffered some impact damage and needs repair. This hull could use a new paint job, a lot of different repairs evident, looks like hell. Otherwise the hull is fine | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 25/05/2013 | Hulls NOT in good condition. Painted w/out nicks and damage below the water line or above | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 21/05/2013 | Top Up Gear Oil for Jet Pump Shaft – full | Maintenance History Report | Phil d |
| 21/05/2013 | Jet pump shaft inspection - all good | Maintenance History Report | Phil d |
| 21/05/2013 | Grease Forward and Reverse Bucket Shaft – done | Maintenance History Report | Phil d |
| 21/05/2013 | Grease Fore And Aft Universals On Drive Shaft – done | Maintenance History Report | Phil d |

| | | | |
|------------|---|---|----------------------|
| 21/05/2013 | Check Battery Connections - Connections good | Maintenance History Report | Phil d |
| 21/05/2013 | Check Bilge Pump Operating - electrical and manual pump operational | Maintenance History Report | Phil d |
| 21/05/2013 | Inspect Sea Water Filter - Clean | Maintenance History Report | Phil d |
| 21/05/2013 | Inspect Stator And Reverse Bucket Connections - all connections good | Maintenance History Report | Phil d |
| 21/05/2013 | Inspect Sea Water Filter | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 21/05/2013 | Check Coolant Level – OK | Maintenance History Report | Phil d |
| 17/05/2013 | Clean and Dry Bilge - cleanish | Maintenance History Report | phil d |
| 08/05/2013 | Jet pump shaft inspection - all clear | Maintenance History Report | phil |
| 08/05/2013 | Clean and Dry Bilge - clean as a whistle | Maintenance History Report | phil d |
| 06/05/2013 | Grease Steering Shaft - greased | Maintenance History Report | phil d |
| 06/05/2013 | ER Hatch Gasket - this was the suzyQ old gasket removed, surface prepped and new gasket installed | Maintenance History Report | phil d |
| 00/11/2011 | It was capsized in November 2011 with extensive damage to its hull, sponson and engine. It was an engine Iveco, type N67 ENT M 45 in June 2012 installed. It was repaired at the same time for" about 50.000 Euro". | Hanse Survey 29 September 2015 | Capt. Frank Fichtner |

863

864

RHIB 5 – Parker- Maintenance carried out on RHIB

TABLE SEVEN

| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
|----------------|---|--|---|
| 29/08/2013 | All running hours have NOT been updated. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 10/07/2013 | seat black magic- 2 seats removed and boxed up ready to send to scotts. shocks removed and serviced/ painted. passenger seat replaced with repaired spare, driver has no seat at present. | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | jb |
| 10/07/2013 | broken scot seat - As above | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | jb |
| 11/06/2013 | Check engine mounts and alignment | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | OB Mech |
| 15/06/2013 | gimbal bearing sourced locally and replaced/ gearbox oil changed/bellows chk. | Maintenance History Report | o/b |
| 00/06/2013 | Parker 650, All seat backs broken during boat training. | MONTHLY RHIB CONDITION / INSPECTION REPORT | The Outboard Mechanic, along with the Chief Engineer, |
| 15/05/2013 | Check electrical system for loose wires corrosion etc. | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |

| | | | |
|------------|---|--|--------|
| 17/05/2013 | Lubricate all points engine, stern drive | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Clean seawater side of cooler, check/replace anodes | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Check/replace air filter | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Replace fuel filters | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Check exhaust bellows etc. | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Check/replace water pump impellor | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Change oil and filter | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 17/05/2013 | Check V-belts | ANNEX RHIBS 1 AS RHIBS Maintenance | phil d |

| | | | |
|------------|---|---|--------|
| | | History Overview | |
| 17/05/2013 | Change sterndrive gear lube | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |
| 08/05/2013 | Check all hose connections, check seawater cooling pump | ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | phil d |

865

866

RHIB 6 – Delila - Maintenance carried out on RHIB

TABLE EIGHT

| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
|-----------------------|---|--|-----------------------------------|
| 29/08/2013 | Avon sea rider. Various repairs carried out, awaiting Engine Alarm Module in Kirkenes. | MONTHLY RHIB CONDITION / INSPECTION REPORT | J Beauchamp & Hans Kalweit. |
| 19/08/2013 | Was suffering fuel starvation, believed to be solved, needs another sea trial. | Maintenance History Report & ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | JB |
| 06/08/2013 | Trim pump removed, pump seized due to magnets being loose and jamming windings. brushes worn out, full of oil pump cleaned, new brushes made from drill brushes, magnets re-glued. Reassembled, tested and refitted. Working at present but no Guarantee. | Maintenance History Report 7 ANNEX RHIBS 1 AS RHIBS Maintenance History Overview | JB |

867

868

869 In addition to the damages, maintenance and repairs logged by Stichting
 870 Greenpeace and which is traceable to particular RHIBs, there are also further
 871 entries in the maintenance log which could not be assigned to any particular
 872 RHIB.

873 These are noted in the following table 9.

874

875

13.1.7 Further maintenance notes carried out on unidentified RHIB's

| TABLE NINE | | | |
|----------------|---|----------------------------|----------------------------|
| Date of record | Description of repair / Observation or Report | On what reported | Performed by / Reported by |
| 03/07/2013 | kill switch - switch repaired and rewired. | Maintenance History Report | jb |
| 03/06/2013 | Starter fault - bendex rusted and ceased, cleaned greased and re-installed | Maintenance History Report | phil d |
| 03/06/2013 | Starting problem - bad connection at key ignition, all good | Maintenance History Report | phil d |
| 03/06/2013 | trim cable bellows - removed old and replaced with new | Maintenance History Report | phil d |
| 03/06/2013 | drive shaft inspection hatch- repaired grp around hatch, cleaned and sealed with sikiflex | Maintenance History Report | phil d |
| 03/06/2013 | Antenna mount - repaired all good | Maintenance History Report | phil d |
| 03/06/2013 | test engine alarm -tested okay | Maintenance History Report | phil d |

876

877

878

879 13.2 Condition at a point in time which is as close as possible to the
880 point in time immediately after the events of 18th September 2013
881 In determining the condition at a point in time which is as close as possible to
882 the point in time immediately after the events of 18th September 2013, this
883 being the period between the RHIBs returning to MV Arctic Sunrise and the
884 Russian Federation boarding the vessel, the following documents were used:

- 885 • All photos and videos provided by the Permanent court of Arbitration.

886 Note it is stated in the Fourth Supplemental Written Pleadings (replies to
887 questions posed by the Arbitral Tribunal to the Netherlands pursuant to Article
888 25 of the Rules of Procedure), Page One, Section 2 that – “No inspection of the
889 state of the RHIBs was conducted following this protest action before the
890 boarding of Arctic Sunrise”.

891 From the review of the video footage the following can be confirmed. It cannot
892 however be confirmed which party was responsible for any damages caused
893 during the “on water” events.

894 RHIB1 (Novi 1)

895 Propeller disabled but then repaired and RHIB continues in service.

896

897 RHIB2 (Novi 2)

898 Reported possible outboard engine or propeller problem.

899 Crew heard to say “Its damaged but it will be fine”.

900 Outboard has only forward gear available. Crew could not engage astern gear.

901 Possible light damage to Starboard Sponson.

902

903 RHIB3 (Hurricane)

904 Port side sponson seen partly deflated.

905

906 RHIB4 (Suzie Q)

907 No notable damage.

908

909 RHIB5 (Parker)

910 Starboard sponson seen partly deflated (Soft).

911

912 RHIB6 (Delila)

913 It is not possible to clearly see this RHIB6 in the video footage other than at a
914 distance which is too great to allow for a detailed view to be presented.

915

916

917 13.3 Condition as close as possible to the point in time when each 918 RHIB was returned to Stichting Greenpeace

919 A point in time which is as close as possible to the point in time when each
920 RHIB was returned to Stichting Greenpeace, or their associated organisations,
921 by the Russian Federation.

- 922 • Reports provided by Hanse Survey.

923

924 Due to the time lapse between the 18th September 2013 and the date of
925 appointment of Allan Larsen as expert, the repairs required to each RHIB had
926 been completed and the RHIBs returned to service. It was therefore deemed by
927 Allan Larsen that a physical survey of each RHIB would not be beneficial and
928 would serve only to increase the costs involved in producing this report. This
929 being the case the survey reports provided by Hanse Survey and dated 25th
930 September 2015 have been relied upon.

931

932 This matter is discussed further in Section 14 of this report.

933

934 **14. Causal factors of damage**

935 Having deduced the extent of damages which may have been incurred
936 between the commencement of the events of 18th September 2013 and the
937 date on which each RHIB was returned to Stichting Greenpeace, it then
938 becomes necessary to assess the causal factors of this damage and who could
939 realistically be held responsible for these.

940

941 It is perhaps obvious that damages could have occurred during the “on water”
942 events of 18th September 2013, during the period of detention and during the
943 period following the release of the RHIBs by the Russian Federation. It is also
944 the case that some damages already existed prior to the events of 18th
945 September 2013.

946

947 **14.1 On water events**

948 In determining the causal factors of the damage reported on each RHIB and
949 allegedly caused by the Russian Federation during the “on water” events of
950 18th September 2013, the expert has reviewed all photographs, videos and
951 audio recordings, along with witness statements.

952

953 There exists within the video footage clear evidence that numerous collisions
954 occurred between the RHIBs being operated by the crew of MV Arctic Sunrise
955 and the Russian Federation Coastguard.

956

957 These collisions have varying degrees of the level of force and impact occurring
958 between the involved RHIBs. Some of these collisions are very light while
959 others are more forceful. Details of these collisions are included in table 10
960 below.

961

962 In addition to the physical contact between the various RHIBS, the video
963 footage contains clear evidence of the Russian Coastguard making attempts to
964 disable the propulsion of the Stichting Greenpeace RHIBs using ropes and other
965 materials in an attempt to foul or damage propellers.

966

967 It should be noted however that these actions followed repeated warnings by
968 the Russian Federation Coastguard that Stichting Greenpeace RHIBs should

969 cease their attempts to board the offshore unit. These efforts also followed the
970 RHIB2 developing engine / gearbox problems.

971

972 As mentioned earlier, evidence has been provided that the crew of the RHIB2
973 (Novi-2) suspect that the boat has engine damage and it is later confirmed that
974 the boat can be operated only in ahead gear. Despite this fact the coxswain of
975 this RHIB continues to operate the RHIB2, rather than return to the MV Arctic
976 Sunrise or arrange to be towed. This may indicate a lack of training or diligence
977 on the part of the coxswain as no attempt is made to protect the engine from
978 further damage in this regard.

979

980 A list of collisions occurring during the “on water” events at the offshore unit is
981 provided in the following table 10. Those items shown in a yellow background
982 indicate that a collision has occurred in which a Stichting Greenpeace RHIB
983 appears to have been the cause of the contact.

984

985 Those items shown in a green background indicate that a collision has occurred
986 in which a Russian Federation Coastguard RHIB appears to have been the cause
987 of the contact.

988

989 Throughout the “on water” events of 18th September 2013 there are repeated
990 incidents of the Russian Federation Coastguard using their RHIBs to make
991 physical contact with the RHIBs of Stichting Greenpeace.

992

993 Throughout the “on water” events of 18th September 2013 there are also
994 repeated incidents of Stichting Greenpeace using their RHIBs to make physical
995 contact with the RHIBs of the Russian Federation Coastguard.

996

997 During the “on water” events of 18th September 2013 there are also incidents
998 of Stichting Greenpeace RHIBs colliding with various other Stichting
999 Greenpeace RHIBs.

1000

1001 In short, there is a continual “hit for hit” of collisions between the RHIBs of
1002 each party. Many of these collisions could have been avoided.

1003

1004 There are also repeated incidents recorded of what appears to be accidental
1005 contact between the RHIBs of both Stichting Greenpeace and the Russian
1006 Federation Coastguard.

1007

1008 In addition to the video footage containing evidence of RHIB to RHIB contact,
1009 there exists also numerous cases of the Stichting Greenpeace RHIBs being
1010 deliberately positioned against the structure of the offshore floating unit. As
1011 the sea state involved a slight swell (estimated at 1.0m – 2.0m at times) then
1012 the rising and falling action of the RHIBs against the structure of the unit may
1013 also have caused damage to the RHIBs involved.

1014

1015 During the review of the video footage, evidence exists of damage to the
1016 Stichting Greenpeace RHIBs as detailed in section 13.2 of this report.

1017

TABLE TEN

Table of video evidence - identifying RHIBs in video

| Video Name | Description | Location of file | Time Stamp |
|--|---|------------------|-------------------------|
| Video 2 (18 September protest seen from Ladoga) | Suzie Q making contact with offshore unit splash zone | Appendix 1 | 50:27 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q strikes Hurricane | | 5:25 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q being used to block Russian RHIB from getting to Hurricane, clearly showing it was Suzie Q that made contact with the Starboard side of Hurricane, Parker 650 seen in background | | 5:39 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Hurricane in contact with the splash zone of the offshore unit. | | 5:30 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Unidentified Novi being used to push Russian Federation RHIB away from the Hurricane and getting trapped between the starboard side of the Russian Federation RHIB and the offshore unit splash zone | | 6:07 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q being used to strike Russian Federation RHIB | | 6:09 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Russian Federation RHIB makes contact with stern starboard side of the Hurricane | | 7:00 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q strikes the starboard side towards the stern of Hurricane | | 7:11 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Russian Federation RHIB makes contact with unidentified Novi whilst Novi positioned itself between Hurricane and the Russian Federation RHIB | | 07:28 & 07:35 & 07:45 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q pursues the Russian Federation RHIB around the offshore unit splash zone and makes contact with the offshore unit splash zone on her own port side towards the stern as she turns in to the offshore unit splash zone to position herself on the port side of the Russian Federation RHIB | | Between 09:06 and 09:17 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Russian Federation RHIB makes contact with Hurricane on the Port side and pushes her away from the offshore unit splash zone | | 9:29 |

| | | | |
|--|--|--------|-------|
| Video 3 (18 September protest seen from Prirazlomnaya) | Russian Federation RHIB makes contact with hurricane on the Port side and pushes her away from the offshore unit splash zone | | 9:42 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q Contact with Russian Federation RHIB pushing her up on to Hurricane | | 9:44 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q strikes Russian Federation RHIB pushing her in to side of offshore unit splash zone | | 13:04 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Russian Federation strikes Suzie Q Starboard side towards the stern | | 13:29 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Evidence that Hurricanes Port side sponson is partially deflated | | 16:04 |
| Video 3 (18 September protest seen from Prirazlomnaya) | Suzie Q Contact with Russian Federation RHIB pushing her away from hurricane | | 18:16 |
| Video 10 | Suzie Q Contact with Russian Federation RHIB pushing her in to offshore unit splash zone | | 0:22 |
| Video 11 | Russian Federation RHIB attempts to throw an object into the stern area of a Green Peace RHIB but misses . | | 1:10 |
| Video 28a (17/09/13 End of action seen from RHIB Hurricane Part 1) | Hurricane Port sponson seen partially deflated. Flooding | | 0:13 |
| | | | 0:20 |
| | | | 4:35 |
| Video 28b (17/09/13 End of action seen from RHIB Hurricane Part 2) | Starboard sponson seen partially deflated on Parker | 8:20 | |
| Video 29a (18/09/13 Action seen from RHIB Suzie Q Part 1) | Coast Guard strikes Hurricane | 17.:27 | |
| | Unidentified Novi collides with Suzie Q | 17:45 | |
| | Suzie Q & Coast Guard collide | 19:53 | |
| | Suzie Q strikes offshore unit splash zone | 20:13 | |
| | Coast Guard strikes unidentified Novi | 21:15 | |
| | Suzi Q strikes Coast Guard | 21;32 | |
| | Coast Guard strikes Suzie Q & pushes her into another Coast Guard | 21:58 | |
| | Hurricane strikes offshore unit splash zone | 22:22 | |
| | | | 22:32 |

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| | | |
|--|---|---|
| | Rope seen between Suzie Q & Hurricane | 23:11 |
| | Suzie Q strikes Coast Guard & pushes them into offshore unit splash zone | 24:34 |
| | Coast Guard strikes Parker & pushes her in TO offshore unit splash zone | 24:45 |
| | Suzie Q strikes Coast Guard to get the Coast Guard off Parker | 24:57 |
| | Suzie Q strikes unidentified Novi & pushes into offshore unit splash zone | 31:29 |
| | Coast Guard strike Suzie Q | 31:54 |
| | Unidentified Novi strikes Hurricane & the Coast Guard | 32:14 |
| | Coast Guard strike Hurricane & push her into the offshore unit splash zone | 33:03 |
| | Suzie Q strikes Hurricane & the Coast Guard | 33:13 |
| | Coast Guard strikes unidentified Novi into Hurricane & her into the offshore unit splash zone | 33:26 |
| | Coast Guard strikes unidentified Novi | 33:4 |
| | Coast Guard strikes Suzie Q from both sides | 1:00 |
| Video 29b (18/09/13 Action seen from RHB Suzie Q Part 2) | Coast Guard strikes Suzie Q | 02:20 & 02:26 |
| | Coast Guard strikes Parker | 2:45 |
| | Coast Guard strikes Hurricane | 3:24 |
| | Coast Guard strikes Suzie Q | 3:50 & 4:34 |
| | Coast Guard strikes Suzie Q | 4:41 |
| | Coast Guard strikes Hurricane and other Coast Guard strikes Suzie Q | 4:47 |
| | Coast Guard strikes Suzie Q | 5:30 |
| | Coast Guard strikes Hurricane and attempts to disable the propeller with a rope | 5:38 |
| | Coast Guard strikes Suzie Q | 34:06 |
| | | Suzie Q strikes Coast Guard & Hurricane |
| Video 29 c (18/09/13 Action seen from RHB Suzie Q Part3) | Coast Guard strikes Suzie Q | 2:32 |
| | Suzie Q strikes Coast Guard & pushes into offshore unit splash zone | 5:20 |

1021

1022 14.2 Damage at recovery and stowage on board MV Arctic Sunrise

1023 The following statement is mentioned in the “Award of Merits”, Item 93, and
1024 may indicate a lack of diligence and care in the recovery of the RHIBs to MV
1025 Arctic Sunrise, following the “on water” events at the offshore unit:

1026 “Meanwhile, the Arctic Sunrise’s RHIBS were hastily brought on board ⁶⁶”.

1027 Footnote 66 of the “Awards of Merits” then references video 27 at 4’00 and
1028 video 28b at 9’58 (shot from the Arctic Sunrise bridge), recording Mr Wilcox
1029 speaking to the last two RHIBs in the water and quotes Mr Wilcox as saying
1030 “Hey guys, the Russians are threatening to board so I want to get the ‘Parker’ and
1031 the ‘Hurricane’ up ASAP”. This quotation has been verified during the
1032 production of this report.

1033 It is worthy of note that the RHIB 3, Hurricane, which was reportedly “hastily”
1034 recovered is the RHIB which had been reported as having a waterlogged hull
1035 and a “hasty” recovery in this condition may result in structural damage, such
1036 as cracking, to the hull.

1037 This combination of reported haste and the possible consequences of a
1038 waterlogged hull could cause a dangerous situation for the crew and risk
1039 damage to the RHIB, the ships Davit (crane) and indeed the structure of the
1040 ship in the areas of the foundations of the davit (crane).

1041 With reference to Answer No.2, page 1, Fourth Supplemental Written
1042 Pleadings (Netherlands) 14 March 2016, which provides the following
1043 statement from the Kingdom of the Netherlands:

1044 “No inspection of the state of the RHIBs was conducted following this protest
1045 action, before the boarding of the Arctic Sunrise.”

1046 This being the case there exists no documented evidence of the condition of
1047 each RHIB in the period between these being recovered on board the MV
1048 Arctic Sunrise and the time at which the RHIBs were returned to
1049 Stichting Greenpeace on 18th September 2013.

1050 14.3 Damage occurring during the detention period

1051 The correspondence used in this case (2014-02) makes regular reference to the
1052 vessel MV Arctic Sunrise being “detained”. Ordinarily this term is used when
1053 the Port State of a country prevents a ship from departing from a port of that
1054 state for safety reasons. This term is first used in the document ‘Submission of
1055 dispute to arbitration. Statement of the claim and the grounds on which it is
1056 based, 04th October 2013’ which states in item 1 – “On 19th September 2013,
1057 authorities of the Russian Federation boarded, took control over and detained
1058 the ‘Arctic Sunrise’”.

1059 The port state organisation of the Russian Federation is a member of the Black
1060 Sea Memoranda of Understanding (Black Sea MOU). The Black Sea MOU
1061 publish a list of detained vessels which is searchable on their public database
1062 available at <http://www.bsmou.org/database/detention-list/>.

1063 Having reviewed the Black Sea MOU database, it is noted that the detention of
1064 MV Arctic Sunrise is not recorded in this public database as having been
1065 detained by the Russian Federation in September 2013.

1066 The lack of public records on the Black Sea MOU database suggests that the
1067 vessel was not “detained” in the sense of the word ordinarily understood by
1068 the maritime industry. The vessels contained in table 11 are those recorded as
1069 having been detained by the Russian Federation in the month of September
1070 2013. These do not include MV Arctic Sunrise as a vessel having been detained.

1071 It is therefore important to determine whether any reported damage occurring
1072 during the “detention” period was avoidable. Ordinarily when a vessel is
1073 detained by Port State Control the owners are permitted to have staff on
1074 board the vessel for maintenance and security purposes. It is recommended
1075 that it is confirmed that the Russian Federation prevented Stichting
1076 Greenpeace from maintaining the RHIBs and the MV Arctic Sunrise during the
1077 alleged detention period.

1078 In this regard recommendation one of this report is as follows:

1079 **Recommendation One** – It should be ascertained whether the Russian
1080 Federation prevented the owners of the RHIBs from accessing, securing and
1081 maintaining the RHIBs during the detention period.

1082 If access to the RHIBs was not prevented by the Russian Federation, then any
 1083 reported damage occurring during the detention period may have been
 1084 avoidable.

1085

| TABLE ELEVEN | | | | | |
|--|-------------------|------------------|----------------------------|-----------------------------------|--------------------------|
| DETENTION LIST, BLACK SEA MOU. September 2013. MV Arctic Sunrise is not mentioned. | | | | | |
| # | IMO number | Name | Type | Place | Date of detention |
| 1 | 9333668 | CANSU D | Oil tanker | Novorossiisk (Russian Federation) | 2013-09-28 |
| 2 | 9285433 | JOY | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-28 |
| 3 | 8903026 | JAZZ | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-26 |
| 4 | 8903026 | JAZZ | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-25 |
| 5 | 9144445 | BLUE WHALE | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-24 |
| 6 | 9144445 | BLUE WHALE | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-19 |
| 8 | 9285433 | JOY | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-09 |
| 9 | 8211801 | SHT HUSEYIN AKIL | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-09 |
| 10 | 9285433 | JOY | General cargo/multipurpose | Novorossiisk (Russian Federation) | 2013-09-08 |

1086

1087

1088 **14.4 Damage noted following the release of each RHIB**
1089 Following the release of the RHIBs back to Stichting Greenpeace, German
1090 Greenpeace appointed Messer’s Hanse Survey to perform a condition and
1091 valuation survey of each RHIB.

1092 The surveys performed by Hanse Survey were conducted prior to the
1093 appointment of Allan Larsen as expert. These surveys were not instructed nor
1094 supervised in any way by the expert.

1095 Within the Hanse Survey reports it is mentioned that, per Greenpeace
1096 International representative “on September 2013 the Stichting Greenpeace
1097 vessel “Arctic Sunrise” has been detained at Barent Sea by Russian Federation
1098 authorities. While the vessel was detained in port of Murmansk the five (5)
1099 rubberized boats (RIB) from “Arctic Sunrise” have been confiscated and seizure
1100 at Russian Federation premises.”

1101 The above statement is not supported by any objective evidence but if this is
1102 the case then this would justify the fact that Stichting Greenpeace did not
1103 access, secure and maintain each RHIB – see section 14.3.

1104 The following damages and comments are provided by Hanse Survey following
1105 their survey of 29th September 2015.

| TABLE TWELVE | | | |
|----------------------|-------------------------------|---|--|
| Hanse Survey Report. | | | |
| RHIB 1 – Novurania 1 | | | |
| | Hanse Comment. | Hanse Reference to supporting evidence. | Experts comment. |
| 1 | Paddles : Missing | NA | The attending surveyor does not provide any evidence that paddles had previously been present on the RHIB. The statement made by the attending surveyor states only that the paddles were missing at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that the paddles were not present when the RHIB was returned to Stichting Greenpeace. |
| 2 | Battery/ies: Missing | NA | The attending surveyor does not provide any evidence that battery/ies had previously been present on the RHIB. The statement made by the attending surveyor states only that the battery/ies were missing at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that the battery/ies were present when the RHIB was returned to Stichting Greenpeace. |
| 3 | Foot Pump: Missing | NA | The attending surveyor does not provide any evidence that a foot pump had previously been present on the RHIB. The statement made by the attending surveyor states only that there was no foot pump present at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that the paddles were present when the RHIB was returned to Stichting Greenpeace. |
| 4 | Tool box (fully equipped with | NA | The attending surveyor does not provide any evidence that a fully equipped toolbox had previously been present on the RHIB. The statement made by the attending surveyor states only that there was fully equipped toolbox present at the time of the |

| | | | |
|----|--|-------------------|---|
| | standard tools) : Missing | | survey. This statement cannot be taken to imply that the attending surveyor can confirm that the fully equipped toolbox was present when the RHIB was returned to Stichting Greenpeace. |
| 5 | Fiberglass hull shows cracks on the surface and small damages that could be caused by intensive use and partly through inadequate storage. | NA | The attending surveyor has reported the condition of the RHIB's hull at the time of performing this survey. It is not possible to determine from this statement when the cracks and damages may have occurred. |
| 6 | It could not be ascertained if these cracks and extend of damages have a negative influence on the construction and it's strength. | NA | This is an unclear statement. It would have been beneficial if the attending surveyor had mentioned whether the cracks observed were present only in the gel coat or extend deeper in to the structure. |
| 7 | Front chambers are damaged by incision. | Photo 1/2/6/9/10. | The referenced photos do not clearly show an incision type of damage. It is not possible to determine from this statement. It is not possible to ascertain when or how these damages occurred based on the survey report alone. |
| 8 | The membrane is destroyed. | NA | It is not made clear by the report why this statement has been made. It appears however that this is opinion not supported by a report provided by a repair specialist. |
| 9 | Front fender bar at bow is destroyed. | Photo 7/8 | This section of this RHIB does not appear as damaged in the video footage recorded during the "on water" events of 18 th September 2013. |
| 10 | Lifeline on port side was found torn out. | NA | No comment |

| | | | |
|----|---|----|--|
| 11 | Bilge was found filled with liquid approximately 60 litres were pumped out. | NA | No comment |
| 12 | Paddles and battery were missing since release by Russian authorities. | NA | As per items 1 & 2 above. |
| 13 | The interior of the boat was covered with a thin salty and oily film. | NA | No comment |
| 14 | Outboard | NA | The conclusion of this report cites the condition of the outboard engine as a factor in the valuation of the RHIB. However, the outboard engine has not been mentioned in the body of the survey report and no description of the condition of this has been provided. |

1107

Experts comments on the condition of RHIB 1 at the time of Hanse Survey:

RHIB 1, Novurania 1, has been submitted to Survey by Messer's Hanse Survey on 29th September 2013.

The survey report provides information on the condition of RHIB1 as viewed on that date. The information contained within the report does contain some assumptions. Namely that equipment was "missing". Equipment can only be considered to be "missing" if it was present in the first instance. The Hanse Survey report contains no evidence that the equipment stated as "missing" was present in the first instance. The fact of this matter is that the surveyor would only be able to confirm that the referenced equipment was not present at the time of the survey.

It is mentioned that the surveyor noted damages to the fibreglass hull and to the sponsons (inflatable areas). It is further mentioned that areas of this damage in the fibreglass hull could be attributed to "intensive use". It has been witnessed that the RHIBs used in the events of 18th September 2013 were operated vigorously and intensively.

The surveyor mentions that some aspects of the noted damage could have been caused by inadequate storage. It is not possible to ascertain whether such inadequate storage occurred on board MV Arctic Sunrise, Ashore at the various premise of Greenpeace International or while the boats were in the care of the Russian Federation.

The membrane (of the sponson / inflatable chamber) is reported as destroyed but the report lacks information and detail in this regard. It is noted that the outboard engine has been used as a factor in reaching a market value for this RHIB yet the engine is not discussed in the text of the report.

In summary, it is considered that this RHIB1 was partially damaged through usage prior to the events of 18th September 2013. It is possible that additional damage, in the form of "incision" may have been caused during the events of that day but the photographic evidence provided by the Hanse Survey report fails to conclusively say when it occurred given the poor maintenance records.

| TABLE THIRTEEN | | | |
|--|--|-----------------------------------|---|
| Hanse Survey Report. RHIB 2 – Novurania 2 | | | |
| | Hanse Comment. | Reference to supporting evidence. | Experts comment. |
| 1 | The fibreglass hull shows cracks on the surface and small damages that could be caused by intensive use and partly through inadequate storage. | NA | The attending surveyor has reported the condition of the RHIB's Hull at the time of performing this survey. It is not possible to determine from this statement when the cracks and damages may have occurred. |
| 2 | It could not be ascertained if these cracks and extend damages have a negative influence on the construction and its strength. | NA | This is an unclear statement. It would have been beneficial if the attending surveyor had mentioned whether the cracks observed were present only in the gel coat or extend deeper in to the structure. |
| 3 | The membrane between the port side chambers was destroyed. | NA | It is not stated by the surveyor how this has been determined. |
| 4 | The chambers cannot be filled single. | NA | The reason for this has not been clearly explained. |
| 5 | Out border engine top cover had scratches and cracks. | NA | No comment. |

| | | | |
|---|--|----|--|
| 6 | A fuel leak was determined at the fuel carburettor. | NA | No comment. |
| 7 | The engine could not be turned at nozzle side, indicating a major engine damage. | NA | This is a very strong statement. No comment is made by the attending surveyor as to why the engine could not be turned. As the engine fitted to this RHIB is a standard design outboard engine it is not clear from the report what the surveyor means by “nozzle side”. |
| 8 | The engine was in none working condition. | NA | The reason for the engine being in “non-working condition” has not been explained. |
| 9 | Paddles, tool box, foot pump were missing since release by Russian authorities. | NA | The attending surveyor does not provide any evidence that these items had previously been present on the RHIB. The statement made by the attending surveyor states only that these items were missing at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that these items were present when the RHIB was returned to Stichting Greenpeace. |

Experts comments on the condition of RHIB 2 at the time of Hanse Survey:

RHIB 2, Novurania 2, has been submitted to Survey by Messer’s Hanse Survey on 29th September 2013. The survey report provides information on the condition of RHIB2 as viewed on that date.

It is mentioned that the surveyor noted damages to the fibreglass hull and to the sponsons (inflatable areas). It is further mentioned that areas of this damage in the fibreglass hull could be attributed to “intensive use”. It has been witnessed that the RHIBs used in the events of 18th September 2013 were operated vigorously and intensively.

The membrane (of the sponson / inflatable chamber) is reported as destroyed but the report lacks information and detail in this regard.

It is reported that a “major engine damage” exists because the engine could not be turned by hand. The report lacks detail of the extent of this damage and which engine components are affected.

The information contained within the report does contain some assumptions. Namely that equipment was “missing”. Equipment can only be “missing” if it was present in the first instance. The Hanse Survey report contains no evidence that the equipment stated as “missing” was present in the first instance. The fact of this matter is that the surveyor would only be able to confirm that the referenced equipment was not present at the time of the survey.

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TABLE FOURTEEN

Hanse Survey Report.

RHIB 3 – Hurricane

| | Hanse Comment. | Reference to supporting evidence. | Experts comment. |
|---|--|-----------------------------------|---|
| 1 | The foot bilge pump, the toolbox and lamp housings were not available. | NA | The attending surveyor does not provide any evidence that a foot bilge pump, toolbox and lamp housing had previously been present on the RHIB. The statement made by the attending surveyor states only that this equipment was not present at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that this equipment was present when the RHIB was returned to Stichting Greenpeace. |
| 2 | The general electrical installations were not in accordance with international standards. | NA | This statement lacks clarity by failing to reference the “international standards” being discussed. It is also the case the extent to which the electrical installations are not in accordance with said international standards. It is therefore not known whether this comment relates to the electrical systems as they were prior to the events of 18 th September 2013 or whether this relates to damaged allegedly caused during the events of that date and in the period between that date the return of the RHIB to Stichting Greenpeace. |
| 3 | The fibreglass hull at port side, upper edge, in longitudinal direction cracked up to a length of approximately 1,70m. | NA | The reported length of this crack is very long. It is not mentioned in the report whether this is a full thickness crack of the hull. |
| 4 | The entire fibreglass had local pitting. | NA | This type of damage usually accumulates over a long period of time. |

| | | | |
|---|---|----|---|
| 5 | The paint coating is locally detached. | NA | This type of damage occurs over a period of time or, where mechanical damage has occurred or, where the paint application has been of a poor standard. The reason for the paint detachment has not been suggested in the report. |
| 6 | Transom had a temporary repair, the cracked fibreglass below repair was visible. | NA | As the damage has a temporary repair in place this damage could only have occurred prior to the events of 18 th September 2013 as it is stated within the Hanse Survey report that Greenpeace Germany have stated that the condition of the RHIB is unchanged since receipt from the Russian Federation. |
| 7 | It could not be ascertained if these cracks and extend of damages have a negative influence on the construction and its strength. | NA | This is an unclear statement. It would have been beneficial if the attending surveyor had mentioned whether the cracks observed were present only in the gel coat or extend deeper in to the structure. |
| 8 | Air chambers inflated and keep air pressure constant. Severe wear and tear was determined. | NA | “Severe wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the RHIB 3 at the time of the Hanse Survey was not as would be expected for a RHIB of this age and usage. However, “wear and tear” is usually associated to routine use and not extraordinary events. It is therefore, further considered that the statement of the surveyor indicates that no damages other than normal wear and tear, which could be related to the events of 18 th September 2013 or at any time thereafter, were noted. |
| 9 | Cracks in the upper rubber layer up to textile | NA | No comment. |

| | | | |
|----|---|----|---|
| | texture were visible – at the bow area extensively. | | |
| 10 | Three (3) repairs by local patches were detected at the air chambers. | NA | As the damage has a temporary repair in place this damage could only have occurred prior to the events of 18 th September 2013 as it is stated within the Hanse Survey report that Greenpeace Germany have stated that the condition of the RHIB is unchanged since receipt from the Russian Federation. |
| 11 | The out-board motor was in visual good condition and well maintained. | NA | No comment. |
| 12 | The propeller was possible to turn by Nozzle. | NA | No comment |
| 13 | The engine was not tested due to incorrect electrical installations. | NA | This is an unclear statement. The Hanse survey report does not mention whether this defect is a long-term defect or exists as a result of the events of 18 th September 2013. |
| 14 | The interior of the boat was covered with a thin salty oily film. | NA | No comment. |

Experts comments on the condition of RHIB 3 at the time of Hanse Survey:

RHIB 3 has been submitted to Survey by Messer's Hanse Survey on 29th September 2013. The survey report provides information on the condition of RHIB3 as viewed on that date.

It is stated within the report that certain equipment was “not available”. This is fair comment. However, the fact that equipment was “not available” at the time of this survey does not confirm that this was available prior to the events of 18th September 2013.

The survey report also states that the electrical installations were not “in accordance with international standards” but no international standard is referenced. The wording of this paragraph of the report suggests that the Hanse Survey is not identifying a damage incurred during the events of 18th September, but rather a situation which existed prior to this.

A crack in the fibreglass hull, extending to a length of 1.70m is noted in the Hanse Survey report. This is a considerable length of crack, but the depth of crack is not mentioned. This type of damage may have been incurred through vigorous or intensive use but is unlikely to have been caused by a contact from another RHIB.

It is reported in the Hanse Survey that the sponsons (inflatable chambers) of this RHIB3 showed signs of “severe wear and tear”. This statement implies accumulated degradation over a period of time.

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1112

TABLE FIFTEEN

Hanse Survey Report.
RHIB 4 – Suzie Q (Suzy Q)

| | Hanse Comment. | Reference to supporting evidence. | Experts comment. |
|---|--|-----------------------------------|--|
| 1 | The foot bilge pump, battery and toolbox were not available. | NA | The attending surveyor does not provide any evidence that a foot bilge foot pump, battery and toolbox had previously been present on the RHIB. The statement made by the attending surveyor states only that this equipment was not present at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that this equipment was present when the RHIB was returned to Stichting Greenpeace. |
| 2 | The general electrical installations were not tested to avoid damages to the system. | NA | This is an unclear statement. The Hanse survey report does not mention whether this defect is a long-term defect or exists as a result of the events of 18 th September 2013. |
| 3 | The fiberglass hull had various longitudinal cracks. | NA | No comment. |
| 4 | The entire fibreglass had local pitting's. | NA | This type of damage usually accumulates over a long period of time. |
| 5 | The paint coating is local detached. | NA | This type of damage occurs over a period of time or, where mechanical damage has occurred or, where the paint application has been of a poor standard. The reason for the paint detachment has not been suggested in the report. |

| | | | |
|----|---|----|--|
| 6 | At the fibreglass hull were several repaired locations visible. | NA | No comment. |
| 7 | It could not be ascertained if these cracks and extend of damages have a negative influence to the construction and its strength. | NA | This is an unclear statement. It would have been beneficial if the attending surveyor had mentioned whether the cracks observed were present only in the gel coat or extend deeper in to the structure. |
| 8 | Acrylic glass at bridge control partly ripped off and cracked. | NA | No comment. |
| 9 | Port side air chambers were inflated and kept their air pressure constant. Severe wear and tear was determined. | NA | “Severe wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the RHIB 4 at the time of the Hanse Survey was not as would be expected for a RHIB of this age and usage. However, “wear and tear” is usually associated to routine use and not extraordinary events. It is therefore further considered that the statement of the surveyor indicates that no damages other than normal wear and tear, which could be related to the events of 18 th September 2013 or at any time thereafter, were noted. |
| 10 | At the non-inflated starboard air chambers were three (3) holes determined, from which two (2) been incised. | NA | No comment. |

| | | | |
|----|---|----|-------------|
| 11 | The motor itself was in a visual good condition and well maintained. | NA | No comment. |
| 12 | Engine could be turned by hand. | NA | No comment. |
| 13 | The interior of the boat was covered with a thin salty and oily film. | NA | No comment. |

Experts comments on the condition of RHIB 4 at the time of Hanse Survey:

RHIB 4 has been submitted to Survey by Messer's Hanse Survey on 29th September 2013.

The survey report provides information on the condition of RHIB4 as viewed on that date.

It is stated within the report that certain equipment was "not available". This is fair comment. However, the fact that equipment was "not available" at the time of this survey does not confirm that this was available prior to the events of 18th September 2013.

"Various longitudinal cracks" are mentioned in the report. The location of these is not detailed within the report. Such crack can occur because of vigorous or intensive use prior to the events of 18th September 2013.

The survey report mentions fibreglass pitting. This type of defect occurs over a period of time and would not have been a direct result of the events of 18th September 2013.

It is mentioned that the Acrylic glass at bridge control has been partly ripped off. This is evidently secure in the video number 29b.

It is also mentioned that the Starboard sponson (air chamber) has been holed in three locations. The photographic evidence of this is however unclear.

TABLE SIXTEEN

Hanse Survey Report.

RHIB 5 – Parker.

| | Hanse Comment. | Reference to supporting evidence. | Experts comment. |
|---|--|-----------------------------------|---|
| 1 | The foot bilge pump and toolbox were not available. | NA | The attending surveyor does not provide any evidence that a foot bilge pump and toolbox had previously been present on the RHIB. The statement made by the attending surveyor states only that this equipment was not present at the time of the survey. This statement cannot be taken to imply that the attending surveyor can confirm that this equipment was present when the RHIB was returned to Stichting Greenpeace. |
| 2 | Hull of RIB could only be inspected in starboard side. Port side was against the wall. | NA | As the port side, could not be surveyed it would have been prudent for the RHIB to be repositioned. As this section of the RHIB was not submitted to survey it is impossible to know the condition of this area at the time of the survey. |
| 3 | Inflatable chambers show normal wear and tear, airtight. Small surface rinses. | NA | “Normal wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the inflatable chambers (sponsons) of this RHIB 5 at the time of the Hanse Survey does not indicate that the inflatable chambers had been damaged during the events of 18 th September 2013 or at any time thereafter, by the actions of the Russian Federation |
| 4 | Inboard engine: Not Useable. | NA | The reason for the engine being in “not useable” has not been explained. |
| 5 | The general electrical installations appeared as | NA | This statement is unclear as no reference is made to the international standards in discussion. |

| | | | |
|----|---|----|--|
| | per international standards. | | |
| 6 | Entire electric and bridge equipment were not function tested, malfunction were not reported. | NA | It is noted that the electrical systems were not tested but that Greenpeace have not reported any defects with the associated systems. |
| 7 | Port navigation light was not installed. | NA | It has not been possible to confirm whether this navigation light was in place prior to, or during, the events of 18 th September 2013. |
| 8 | Antenna and mast corroded and partly damaged. | NA | Corrosion is a defect which develops over a time period. The antenna damage is noted. |
| 9 | The interior of the boat was covered with a thin salty and oily film. | NA | No comment. |
| 10 | Conclusion...the condition of the outboard engine. | NA | This particular RHIB is in fact fitted with an inboard engine. It is unclear why reference is being made to an outboard engine. |

Experts comments on the condition of RHIB 5 at the time of Hanse Survey:

RHIB 5 has been submitted to Survey by Messer's Hanse Survey on 29th September 2013.

The survey report provides information on the condition of RHIB1 as viewed on that date.

It is stated within the report that certain equipment was "not available". This is fair comment. However, the fact that equipment was "not available" at the time of this survey does not confirm that this was available prior to the events of 18th September 2013.

It is stated that this RHIB was not submitted to a full survey of the hull and sponsons (inflatable chambers) due to its port side being positioned against a wall.

The Hanse report states that this RHIB shows signs of “normal wear and tear” in the area of the sponsons (inflatable chambers). This implies that no damage was caused to this area of the RHIB as a direct result of the events of 18th September 2013.

The inboard engine is declared by the Hanse Survey surveyor as being “not useable”. The report contains no details on the reason for this. This report is then confused when the conclusion discusses an outboard engine. It is assumed that this a mere typographical error.

1113

1114

| TABLE SEVENTEEN | | | |
|---|--|-----------------------------------|---|
| Hanse Survey Report. RHIB 6 – Delila | | | |
| | Hanse Comment. | Reference to supporting evidence. | Experts comment. |
| 1 | Based on the age and permanent usage the R.I.B shows normal wear and tear. | NA | “Normal wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the RHIB 6 at the time of the Hanse Survey does not indicate that the RHIB had been damaged during the events of 18 th September 2013 or at any time thereafter, by the actions of the Russian Federation |

| | | | |
|---|--|----|---|
| 2 | Inflatable hull chambers are air tight. | NA | No comment. |
| 3 | Fibreglass hull appeared fresh and visual new coatings. As per Greenpeace all damages at the fibreglass hull have been repaired by shipyard. | NA | It is mentioned that all visible repairs have been performed by a shipyard. It is not stated as to whether these repairs were effected prior to the events of 18 th of September 2013 or following the return of the RHIB to Stichting Greenpeace. No invoice or any other supporting documentation of these shipyard repairs has been received. |
| 4 | Scuff rib partly disconnected from inflatable hull. | NA | No comment. |
| 5 | Damages on the hull have been repaired by messrs Greenpeace. | NA | It is not stated when these repairs were effected. |
| 6 | Fibreglass hull appeared fresh and visual new coating. | NA | See item 3 of this table. |
| 7 | As per Greenpeace all damages at the fibreglass hull have been repaired by shipyard. | NA | See item 3 of this table. |
| 8 | Fixed bridle with nylon straps and stainless steel-eye and shekel show normal wear and tear. Not tested. | NA | “Normal wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the fixed bridle with nylon straps and stainless steel-eye and shackle at the time of the Hanse Survey was |

| | | | |
|--|--|----|---|
| | | | not indicative of any damage which was specifically caused by the actions of the Russian Federation. |
| 9 | Engine was in good visual condition. As per Greenpeace were all items in proper working order. | NA | No comment. |
| 10 | The Aluminium A-mast fitted on deck had adequate, for its age, tear and wear. | NA | “Adequate, for its age, wear and tear” is a term which is open to interpretation and opinion. For the purposes of this study this term is considered to mean that the condition of the Aluminium A-mast at the time of the Hanse Survey does not indicate that this item had been damaged during the events of 18 th September 2013 or at any time thereafter, by the actions of the Russian Federation. |
| <p>Experts comments on the condition of RHIB 6at the time of Hanse Survey:</p> <p>RHIB 6 has been submitted to Survey by Messer’s Hanse Survey on 29th September 2013. The survey report provides information on the condition of RHIB6 as viewed on that date.</p> <p>This report mentions various repairs having been performed to this RHIB but does not provide details as to when these repairs were completed.</p> <p>Hanse Survey have reported that this RHIB was in a condition which demonstrated “normal wear and tear”. This statement means that the condition of the RHIB was not affected by the events of 18th September 2013 or at any time thereafter, unless the repairs as mentioned are considered with the Hanse Survey statement.</p> | | | |

1116 **15. Claim made by the Kingdom of the Netherlands**

1117 In determining whether the amount being claimed by the Netherlands for the
1118 replacement of each RHIB is “well founded” it is necessary to consider the
1119 contents of the Netherlands Updated Claim Statement, Annex N-48, item 1.1.1
1120 and Appendix 2; Fourth Supplemental Written Pleadings, Section 1.

1121

1122 **15.1 Netherlands Updated Claim Statement, Annex N-48, item 1.1.1**

1123 The Netherlands Updated Claim Statement, Annex N-48, item 1.1.1 states the
1124 provisional residual value of the six RHIBs to be EUR. 86,500. This document
1125 states, however that the residual value remains “to be confirmed by a
1126 surveyor”.

1127 The value claimed in the Netherlands Updated Claim Statement, Annex N-48,
1128 item 1.1.1 being EUR. 271,846. This claim value is later reduced in the
1129 Netherlands Fourth Supplemental Written Pleadings, item 6 to EUR. 251,846 to
1130 allow for double accounting.

1131 **15.2 Means of evaluating “fair market value”**

1132 The Fourth Supplemental Written Pleadings (Netherlands), item 3, provides
1133 the following statement from the Kingdom of the Netherlands:

1134

1135 “With respect to the value of the RHIBs for the purpose of determining the
1136 appropriate amount of compensation, the Netherlands Updated Claim
1137 Statement is based on the view that compensation of business assets is to be
1138 qualified based on their fair market value.

1139 As the International Law Commission (ILC) explained in its commentary to
1140 Article 36 (on compensation) of the Articles on the Responsibility of States for
1141 Internationally Wrongful Acts (ARSIWA), “[t] he method to assess ‘fair market
1142 value’, however, depends on the nature of the asset concerned”.

1143 In particular, ILC explained that while methods for establishing fair market
1144 value relying on net book value, including the underlying accounting principles,
1145 have been resorted to, these methods have their limits, as they “tend to
1146 undervalue assets” and to ignore “compensation context and any rules specific
1147 to it”.

1148 Hence with respect to the establishment of the amount of compensation for
1149 the RHIBs, the fair market value for the compensation should not be based
1150 solely on their net book value, but on their value on 17th September 2013 prior
1151 to the protest action and the boarding of the Arctic Sunrise”.

1152 The Fourth Supplemental Written Pleadings (Netherlands), item 7, then
1153 provides the following statement from the Kingdom of the Netherlands:
1154

1155 “The cost of replacement of the RHIBs of EUR. 251,846 is the best estimate for
1156 the fair market value of the six RHIBs that were on board the Arctic Sunrise for
1157 the protest action at the Prirazlomnaya. EUR 251,846 minus EUR. 87,350, as
1158 indicated in the surveys by Hanse Survey of the six RHIBs (annex N-50,
1159 Appendices 1-6), is EUR 164,496. “

1160 It must also be noted that the letter issued by Greenpeace International, to the
1161 expert on 17th October 2016 states that the original claim amount of
1162 EUR. 271,864 should be reduced to EUR. 246, 070.

1163
1164 For clarity, the original claim of EUR. 271,864 was reduced to EUR 251,846 and
1165 reduced again, most recently, to EUR 246,070.

1166
1167 The residual value of EUR, 87,350 being the total value of the RHIBS following
1168 the return of these to Stichting Greenpeace.

1169
1170 No documented evidence as to the value of each RHIB prior to the events of
1171 18th September 2013 has been submitted. At this stage, it is worthy to note
1172 that the Charter Agreement between ‘Stitching Phoenix’ and ‘Stichting
1173 Greenpeace Council’ (2103), which is included at page 91 of the document
1174 bundle entitled “Annexes and Appendices to Supplementary Written
1175 Pleadings” states the following in item 8.2:

1176
1177 “The charterer shall have the use of all outfit, equipment and appliances on
1178 board the vessel at the time of delivery, provided the same or their substantive
1179 equivalent shall be returned to the owner in redelivery in the same good order
1180 and condition as when received, ordinary wear and tear excepted. The

1181 Charterer shall, if the Owner so requires, restore the vessel to its former
1182 condition before the termination of the Charter”.

1183

1184 The above quoted entry in the Charter Agreement is important in this case for
1185 the following reasons:

1186

- 1187 • The Charter Agreement mentions that the equipment of MV Arctic
1188 Sunrise has been provided to Stitching Greenpeace in “good order”.
1189 However, the maintenance and repair records serve to demonstrate that
1190 the RHIBs were not all in good order at the point in time immediately
1191 before the “on water” events of the 18th September 2013. However, no
1192 independent survey report has been provided for the condition of each
1193 RHIB at the time of the MV Arctic Sunrise being delivered for charter. As
1194 far as can be ascertained no objection to this description of “good” has
1195 been raised by Stitching Greenpeace. It could therefore be the case that
1196 the condition of the RHIBs has been allowed or, been caused to
1197 deteriorate whilst in the care of Stitching Greenpeace.

1198

1199 The Charter Agreement then goes on to state in item 8.3 that:

1200 “The Charter shall make no significant structural changes in the vessel or
1201 changes in the machinery, boilers appurtenances, additional equipment or
1202 spare parts thereof without in each instance first securing the owners approval
1203 thereof. If the owner so agrees, the owner shall pay for these change, but the
1204 charterer shall, if the owner so requires, restore the vessel to its former
1205 condition before termination of the charter”.

1206

1207 The above quoted entry in the Charter Agreement is important in this case for
1208 the following reason:

1209

- 1210 • By cutting a hole in the transverse frame of RHIB4 (Suzie Q) this
1211 equipment has been structurally changed.

1212

1213 When it is considered that the condition of the RHIBs appears to have
1214 diminished whilst in the care of Stitching Greenpeace prior to the “on water”
1215 events of 18th September 2013 and , that RHIB4 has been structurally modified

1216 prior to those same events, it is probable that the conditions of the referenced
1217 agreement would require those RHIBs which had diminished in condition or
1218 which had been structurally modified , to be repaired or replaced in any case,
1219 even before any damage (alleged) was inflicted by the Russian Federation.

1220

1221 The above statement by the Kingdom of the Netherland includes the term
1222 “compensation” and this is an important term in this case.

1223

1224 It is agreed that the market value of the RHIBs at a time as close possible to the
1225 “on water” events of 18th September 2013 would be the correct value to apply.

1226

1227 For the purposes of this report the term “compensation” is taken to mean a
1228 value of award which would return Stitching Greenpeace to the same position
1229 they were in on 17th September 2013, with regards to the condition and value
1230 of the RHIBs concerned, without causing financial loss, financial gain or
1231 improvement in the specification of the assets.

1232

1233 This report will therefore concentrate on the term “fair market value” as of
1234 17th September 2013.

1235

1236 The information provided to the expert by WEA, via the Permanent Court of
1237 Arbitration and dated 12th February 2016 discusses a total value of the six
1238 RHIBs on 19th September 2013 of EUR. 25,295. This is included on page one of
1239 the document.

1240

1241 Within the WEA report in discussion the following is stated in section one:

1242

1243 “Although the RHIBS have been depreciated in full...” However, Part 4 of the
1244 Fourth Supplemental Written Proceedings of the Kingdom of the Netherlands
1245 states that the RHIB5 was not fully depreciated from the accounting aspect.
1246 This same document, Part 4, then propounds an accounting value for the
1247 RHIB5 (Parker) of EUR. **23,395.82** On 17th September 2013.

1248

1249

1250 The RHIB 5 (Parker) had a value prior to the events of 18th September 2013 of
1251 EUR. **23,395.82**, yet has been replaced with a RHIB costing at least EUR.
1252 **52,290**. (Two replacement RHIBs of P22 design, cost EUR. 104,580)
1253

1254 The figure of EUR. 25,295 is however not supported by any evidence of
1255 condition on that date. It is therefore not clear how the proposed figure of EUR
1256 25,295 is calculated, other than by accounting depreciation, or justified in the
1257 absence of any inspection between the “on water” events and the time of the
1258 Russian Federation boarding MV Arctic Sunrise.

1259
1260 The WEA (accountants) document in discussion also states “it is not unlikely
1261 that the RHIBs still have an estimated residual value of EUR 87,850” but no
1262 justification is provided for this statement other than to make reference to the
1263 Hanse Survey reports of 29th September 2015.

1264
1265 As the Hanse Survey reports include the RHIB6 Delila which was not replaced,
1266 then this residual figure may not be wholly accurate. This matter is further
1267 complicated by the fact that the Hanse Survey reports refer to the Greenpeace
1268 Ulysses System, which was not fully implemented at 18th September 2013.

1269
1270 Also, the Hanse Survey reports do not comment fully upon the condition of
1271 each RHIB as described in the monthly condition reports maintained by
1272 Stichting Greenpeace.

1273
1274 It is noted that for accounting purposes five of the six RHIBs which form the
1275 subject of this report had full depreciation (Parker RHIB5 had not been fully
1276 depreciated).

1277 The expert agrees with item 5 of the Fourth Supplemental Written Pleadings of
1278 the Netherlands, that full accounting depreciation does not necessarily
1279 indicate full physical depreciation. This being since a cost implication would
1280 exist to replace each of the RHIBs.

1281 When considering the fair market value of each RHIB, attention must be paid
1282 to the fact that all the existing RHIBs had recorded damages and in some cases,
1283 structural modifications to the design of the boat. RHIB3 being reported as

1284 possibly having a foam filled and water logged hull may not in fact have been
1285 fit for service.

1286

1287 **16. Specification of existing RHIBs against specification of**
1288 **replacement RHIBs**

1289 It has been declared by Greenpeace International, in a letter provided to the
1290 expert via the Permanent Court of Arbitration dated 17th October 2016 that
1291 the RHIBs have been replaced as follows:

1292

| TABLE EIGHTEEN | | |
|-----------------------------|-----------------------------------|---------------------|
| Existing RHIB Replacements. | | |
| Original Item | Replacement Item | Replacement Engine. |
| RHIB 1 & Engine | Sillinger (New) | Evinrude |
| RHIB 2 & Engine | Sillinger (New) | Evinrude |
| RHIB 3 & Mercury Engine | Halmatic P22 (Used / Second Hand) | Inboard Engine |
| RHIB 4 | Halmatic P22 (Used / Second Hand) | Inboard Engine |
| RHIB 5 | Halmatic P22 (Used / Second Hand) | Inboard Engine |
| RHIB 6 & Engine | Not replaced. | Not replaced. |

1293

1294

1295

1296

16.1. Comparison of replacement RHIBs to existing RHIBs

| TABLE NINETEEN | | | |
|----------------------------------|-----------|---------------------|---|
| RHIB Comparison Table | | | |
| | RHIB 1 | RHIB 1 replacement. | Comment |
| Make | Novurania | Sillinger | |
| Year of build | 1998 | New | In this instance. A RHIB of some 18 years of age and use (at time of Hanse Survey) has been replaced with a new RHIB. |
| Year purchased | 1992 | - | - |
| Length | 4.5m | - | - |
| Maximum Sea State for operation. | Unknown | - | Specification of this RHIB1 was requested by the expert. This was not provided by Greenpeace International. |
| Capacity (persons) | Unknown | - | |
| Outboard or outboard Engine | Outboard | - | |
| Engine year of build | Unknown | - | |
| Engine power | 50 HP | - | |
| Speed | Unknown | Unknown | |

1297

1298

| TABLE TWENTY | | | |
|----------------------------------|-----------|---------------------|---|
| RHIB Comparison Table | | | |
| | RHIB 2 | RHIB 2 replacement. | Comment |
| Make | Novurania | Sillinger | |
| Year of build | 1998 | New | In this instance. A RHIB of some 18 years of age and use (at time of Hanse Survey) has been replaced with a new RHIB. |
| Year purchased | 1992 | - | Specification of this RHIB2 was requested by the expert. This was not provided by Greenpeace International. |
| Length | 4.5m | - | |
| Maximum Sea State for operation. | Unknown | - | |
| Capacity (persons) | Unknown | - | |
| Outboard or outboard Engine | Outboard | Outboard | |
| Engine year of build | Unknown | - | |
| Engine power | 50 HP | - | |
| Speed | Unknown | Unknown | |

1300

1301

| TABLE TWENTY-ONE | | | |
|----------------------------------|-----------|------------------------|---|
| RHIB Comparison Table | | | |
| | RHIB 3 | RHIB 3 replacement. | Comment |
| Make | ZODIAC | Halmatic P22 | |
| Year of build | 1988 | Unknown | |
| Year purchased | 1989-1991 | - | |
| Maximum Sea State for operation. | Unknown | Sea State 6 to 7. | Specification of this RHIB3 was requested by the expert. This was not provided by Greenpeace International. |
| Length | 6.40m | 6.10m | |
| Capacity (persons) | Unknown | 15 | Specification of this RHIB3 was requested by the expert. This was not provided by Greenpeace International. |
| Outboard or Inboard Engine | Outboard | Inboard | - |
| Engine year of build | Unknown | Unknown | Specification of this RHIB3 was requested by the expert. This was not provided by Greenpeace International. |
| Engine power | 200 HP | 140 Shaft Horse Power. | - |
| Speed | Unknown | 26 Knots | - |

1302

1303

| TABLE TWENTY-TWO | | | |
|----------------------------------|------------|------------------------|---|
| RHIB Comparison Table | | | |
| | RHIB 4 | RHIB 4 replacement. | Comment |
| Make | RIBSEA 750 | Halmatic P22 | - |
| Year of build | 1998 | | - |
| Year purchased | 2005 | - | - |
| Length | 7.50m | 6.10m | - |
| Maximum Sea State for operation. | Unknown | Sea State 6 to 7. | Specification of this RHIB was requested by the expert. This was not provided by Greenpeace International. |
| Capacity (persons) | Unknown | 15 | Specification of this RHIB was requested by the expert. This was not provided by Greenpeace International. |
| Outboard or Inboard Engine | Inboard | Inboard | - |
| Engine year of build | 2012 | | - |
| Engine power | 115 Hp | 140 Shaft Horse Power. | - |
| Speed | Unknown | 26 Knots | Specification of this RHIB4 was requested by the expert. This was not provided by Greenpeace International. |

| TABLE TWENTY-THREE | | | |
|----------------------------------|------------|------------------------|---|
| RHIB Comparison Table | | | |
| | RHIB 5 | RHIB 5 replacement. | Comment |
| Make | PARKER 650 | Halmatic P22 | |
| Year of build | Not known. | | Specification of this RHIB5 was requested by the expert. This was not provided by Greenpeace International. |
| Year purchased | 2011 | - | |
| Length | 6.50m | 6.10m | |
| Maximum Sea State for operation. | Not known | Sea State 6 to 7. | Specification of this RHIB5 was requested by the expert. This was not provided by Greenpeace International. |
| Capacity (persons) | 8 | 15 | - |
| Outboard or Inboard Engine | Z-Drive | Inboard | - |
| Engine year of build | Unknown | Unknown | Specification of this RHIB5 was requested by the expert. This was not provided by Greenpeace International. |
| Engine power | 150 HP | 140 Shaft Horse Power. | - |
| Speed | Not known | 26 Knots | Specification of this RHIB5 was requested by the expert. This was not provided by Greenpeace International. |

1306

| TABLE TWENTY-FOUR | | | |
|-----------------------------|-----------------|---------------------|----------------|
| RHIB Comparison Table | | | |
| | RHIB 6 | RHIB 6 replacement. | Comment |
| Make | Not applicable | Not applicable | Not applicable |
| Year of build | Not applicable | Not applicable | Not applicable |
| Year purchased | 1980's – 1990's | Not applicable | Not applicable |
| Length | Not applicable | Not applicable | Not applicable |
| Capacity (persons) | Not applicable | Not applicable | Not applicable |
| Outboard or outboard Engine | Not applicable | Not applicable | Not applicable |
| Speed | Not applicable | Not applicable | Not applicable |

1307 Not applicable is stated for RHIB6 as this RHIB has not been replaced.

1308

1309 **17. Situation of each RHIB at the time of producing this**
1310 **report**

1311 The expert, via the Permanent Court of Arbitration, sought information about
1312 the location of each RHIB at the time of producing this report.

1313 Greenpeace International responded and provided the following information:

1314 **RHIB1 Nouvi 1**

1315 This RHIB has been returned to MV Arctic Sunrise.

1316

1317 **RHIB2 Nouvi 2**

1318 This RHIB has been returned to MV Arctic Sunrise.

1319

1320 **RHIB3 Hurricane**

1321 This RHIB has been provided on loan to the Dutch Refugee Support Foundation
1322 for an intended period of two years.

1323

1324 **RHIB4 Suzie Q**

1325 This RHIB is now on board the Greenpeace vessel MV Esperanza.

1326

1327 **RHIB5 Parker**

1328 This RHIB has been returned to MV Arctic Sunrise.

1329

1330 **RHIB6 Delila**

1331 This RHIB has been donated to Greenpeace International by Stitching Pheonix
1332 and has been in turn lent to Greenpeace Poland.

1333

1334 As all six of the concerned RHIBs are currently in service it is evident that all
1335 damages mentioned in this case were repairable.

1336

1337

1338 **18. List of recommendations**

1339 Recommendation One – It should be ascertained whether the Russian
1340 Federation prevented the owners of the RHIBs from accessing, securing and
1341 maintaining the RHIBs during the detention period.

1342

1343 **19. Conclusion**

1344 The conclusion of this report is as follows.

1345

1346 **19.1 Condition of each RHIB**

1347 Due to the multiple occasions of contact between various RHIBs and the
1348 multiple occasions of contact between RHIBs and the offshore floating unit, it
1349 is not possible to ascertain at which point in time damage was caused to the
1350 Stichting Greenpeace RHIBs. Further, it is not possible to determine if the
1351 damages to the Greenpeace RHIBs were caused by the actions of the Russian
1352 Federation Coastguard or by the actions of the Coxswains of each RHIB, either
1353 in part or in entirety.

1354 The actions of Stichting Greenpeace and of the Russian Coastguard during the
1355 “on water” events at the offshore unit named Prirazlomnaya Platform on 18th

1356 September 2013 are therefore, considered to have been probably equally
1357 contributorily to any RHIB damage caused to the RHIBs involved at that time.

1358 The RHIB6 (Delila) is not included in this statement.

1359 Throughout the “on water” events involving the RHIBs, events of collision
1360 between RHIBs operated by both parties are evident. Evidence also exists of
1361 RHIBs making contact with other RHIBs owned by the same party.

1362 Video evidence also exists of accidental contact between the RHIBs of each
1363 party, between RHIBs owned by the same party and between RHIBs and the
1364 offshore unit.

1365 It is further considered that damage could also have been caused to the RHIBs
1366 by contact with the offshore unit and during deliberate contact with it in a
1367 swell (waves) in support of Greenpeace Activists climbers.

1368 Evidence also exists of attempts by the Russian Federation to disable the RHIBs
1369 of Greenpeace. No evidence was noted of this being successful.

1370 Within the video footage reviewed, Stichting Greenpeace crew identify a
1371 problem with the RHIB2 (Novi-2) and identify possible overheating of the
1372 engine. Evidence exists in the video footage that the Coxswain was unable to
1373 engage astern gear (reverse) during the “on water” events.

1374 However, despite these warning signs the Coxswain continues to operate the
1375 engine. This is not considered to be the correct action to have taken in these
1376 circumstances and the continued use of the engine may have worsened any
1377 technical problem with the engine.

1378 It is also the case that documents and records relating to the maintenance and
1379 repairs of the Stichting Greenpeace RHIBs is lacking in content, detail and
1380 accuracy. This combined with the fact that no independent survey report for
1381 the condition of each RHIB when delivered from Stichting Phoenix to Stichting
1382 Greenpeace for commencement of Charter renders it impossible to determine
1383 exactly the condition of each RHIB at a point in time immediately prior to the
1384 “on water” events of 18th September 2013.

1385 Further, as it has been stated by the Kingdom of the Netherlands that no
1386 inspection of the Stichting Greenpeace RHIBs was performed between the

1387 time of their returning to MV Arctic Sunrise on 18th September 2013 and the
1388 time that MV Arctic Sunrise was boarded by the Russian Federation, it is not
1389 possible to compare the condition of each RHIB before and after the “on
1390 water” events.

1391 It is stated in the case document bundle that the MV Arctic Sunrise was
1392 “detained” by the Russian Federation. No evidence of this detention could be
1393 located in the publicly available detentions database published by Port State
1394 Control Black Sea Memoranda of Understanding (PSC MOU) of which the
1395 Russian Federation is a party. This being the case, it is unclear as to whether
1396 Stichting Greenpeace were obstructed from attending, maintaining and
1397 securing the RHIBs during the time that MV Arctic Sunrise remained in the port
1398 of Murmansk, under the “detention” of the Russian Federation.

1399 Hanse Survey, a company based in Germany, were appointed by Greenpeace
1400 to survey each RHIB in Hamburg on 29th September 2015. The reports relating
1401 to these surveys should be used only to confirm the condition of each RHIB at
1402 that time. These surveys contain comments which are not supported by
1403 objective evidence. For example, statements that equipment was missing are
1404 impossible to prove without evidence that such equipment was provided in the
1405 first instance.

1406 The situation also exists that damages noted in Stichting Greenpeace
1407 maintenance record are not included in the Hanse Survey condition reports.
1408 This highlights a discrepancy in the condition of each RHIB being reported by
1409 Stichting Greenpeace and by Hanse Survey.

1410 The condition of the RHIBs are generalised within the Charter Agreement
1411 (2013) as being in “good order”. No documentation has been provided to
1412 support this statement. Further, it is mentioned in the Fourth Supplemental
1413 Written Pleadings (Replies to questions posed by the Arbitral Tribunal to the
1414 Netherlands pursuant to Article 25 of the Rules of Procedure) Page 1, Item 1,
1415 that “For all RHIBs, including the sixth RHIB, the “Delila”, the best available
1416 information is that, on 17th September 2013, they were all fit for use in a
1417 protest action”.

1418 This statement relies upon the information contained within the Stichting
1419 Greenpeace Monthly RHIB Condition / Inspection Reports. As mentioned
1420 previously these reports lack content, detail and accuracy.

1421 It has been noted that RHIB3 has been reported in the Monthly RHIB Condition
1422 / Inspection Reports by Stichting Greenpeace as possibly having a hull which
1423 has been filled with expanding foam and was thought to be waterlogged. Such
1424 a condition can lead to a dangerous and life threatening situation in some
1425 cases.

1426 It is also recorded within the Monthly RHIB Condition / Inspection Reports by
1427 Stichting Greenpeace that RHIB4 has been structurally modified by cutting a
1428 hole in the transverse frame. This modification causes this RHIB to no longer be
1429 operating as designed and with a reduction in the freeboard measurement. No
1430 evidence of any approval of this modification has been sighted by the expert.

1431 The above considered, in conjunction with other entries made in the Monthly
1432 RHIB Condition / Inspection Reports the expert cannot agree with the
1433 statement that all RHIBs were fit for service on the sea on 17th September
1434 2013.

1435 **Conclusion Number One.** The condition of the RHIBs on 17th September 2013,
1436 cannot be considered as “good” nor “fit for use in protest action” in all cases.

1437 19.2 Due diligence by Stichting Greenpeace during the events of 18th
1438 September 2013.

1439 It was noted, during the review of video footage, that the RHIB2 of Stichting
1440 Greenpeace was suspected to have engine problems. The Coxswain also states
1441 that she was unable to select Astern gear. However, the RHIB remained in use
1442 throughout the campaign. This may have resulted in more engine damage
1443 being caused than if the RHIB had returned to MV Arctic Sunrise. The Hanse
1444 Survey report later stating that the engine was in a non-working condition.

1445 Also, during the events of 18th September 2013, numerous cases of the
1446 Stichting Greenpeace RHIBs being used to make contact with other RHIBs and
1447 with the offshore unit, may also demonstrate a lack of due diligence on the
1448 part of Stichting Greenpeace.

1449 **Conclusion Number Two.** The actions of Stichting Greenpeace during the
1450 events of 18th September 2013 may have been in part, a causal factor in engine
1451 and RHIB damage.

1452 19.3 Accounting Value

1453 The WEA (Accountants) statement that all RHIBs have, for accounting purposes
1454 been depreciated to a value of zero. This is contradicted by Part 4 of the Fourth
1455 Supplemental Written Proceedings of the Kingdom of the Netherlands which
1456 states that the RHIB5 was not fully depreciated from the accounting aspect.
1457 This same document, Part 4, then propounds an accounting value for the
1458 RHIB5 (Parker) of EUR. **23,395.82** On 17th September 2013.

1459

1460 This highlights a further discrepancy in the submitted documentation.

1461

1462 However, the expert does agree that the accounting value for each RHIB
1463 should not be applied in the claim value as each RHIB would have a
1464 replacement value. It is agreed by the expert that “fair market value” should
1465 be considered.

1466 **Conclusion Number Three.** The accounting value of each RHIB would not
1467 reflect the fair market or replacement value of each RHIB.

1468 19.4 Fair Market Value.

1469 The term “fair market value” can be ambiguous. The value of any asset,
1470 including RHIBs, is governed by several factors which in themselves are open to
1471 opinion. For RHIBs these include:

- 1472 • The condition of the RHIB.
- 1473 • Previous usage of the RHIB.
- 1474 • Market demand for the RHIB.
- 1475 • The opinions of a willing buyer and a willing seller.

1476

1477 It is the opinion of the expert that the Fair Market Value of the RHIBs being
1478 replaced in this case would be adversely affected by the following:

- 1479 • Lack of documentation of repairs.
- 1480 • Lack of documentation of maintenance.

- 1481 • Lack of recorded running hours for the engines.
1482 • Repairs completed prior to 18th September 2013.

1483

1484 Due to the lack of accuracy, thoroughness and detail of the Stichting
1485 Greenpeace maintenance records it is impossible to determine the exact
1486 condition and therefor the Fair Market Value on 17th September 2013. It is the
1487 opinion of the expert that the description of “good order” as mentioned in the
1488 Charter Agreement could not be applied.

1489

1490 **Conclusion Number Four.** The evidence provided by the Kingdom of the
1491 Netherlands does not allow the exact condition of the RHIBs on 17th
1492 September 2013 to be ascertained. This in turn affects the Fair Market Value.

1493

1494 19.5 Replacement RHIBs

1495 Despite being requested by the expert, specification details for each RHIB
1496 being replaced and the specification for each replacement RHIB has not been
1497 provided by Greenpeace International.

1498

1499 From the information, available it is evident that two RHIBs, each 18 years old
1500 at the time of producing this report, have been replaced with new RHIBs.

1501

1502 For the remaining RHIBs, without specification details being provided as
1503 requested, it is not possible to determine whether the RHIBs have been
1504 replaced on a “like for like” basis.

1505

1506 It is the opinion of the expert that by replacing two aged RHIBs with two new
1507 RHIBs that a financial gain would exist. It is also the opinion of the expert that
1508 all RHIBs should be replaced on a like for like basis in order to return Stichting
1509 Phoenix to a position which is the same as their position on 17th September
1510 2013 with regards to the condition, type and specification of the RHIBs.

1511

1512 It is noted that each Stichting Greenpeace RHIB (1 -6) have been returned to
1513 service. This demonstrates that the condition of each RHIB was repairable and
1514 that replacement may not have been necessary.

1515

1516 **Conclusion Number Five.** Any settlement for replacement RHIBs which the
1517 Tribunal deems appropriate should be based on a like for like basis of each
1518 RHIB. This relates to the age, specification and condition of each RHIB. This is
1519 to avoid any financial gain or any financial loss for Stichting Greenpeace.

1520 19.6 Overall conclusion

1521 It is the opinion of the expert, having reviewed and cross referenced all
1522 available documentation at this time, that the amount claimed by the Kingdom
1523 of The Netherlands in relation to the RHIBs of MV Arctic Sunrise is not
1524 supported by evidence of the condition of each RHIB prior to the events of 18th
1525 September 2013.

1526

1527 It is further concluded that the actions of Stichting Greenpeace during the “on
1528 water” events at the platform on 18th September 2013 could have been a
1529 contributing causal factor to the alleged damages.

1530

1531 The expert acknowledges that circumstantial evidence may exist of the
1532 condition of the RHIBs and the equipment provided to them both before and
1533 after the events of 18th September 2013. It is also acknowledged that Stichting
1534 Greenpeace staff would have personal information that was not documented.

1535

1536 It is however the conclusion of the expert that in the light of documentation
1537 and evidence reviewed in this case, the claim of the Kingdom of the
1538 Netherlands is not fully supported and is therefore not “Well founded”.

1539

1540

1541 This report is produced and signed without prejudice.



Eurlng **ALLAN T LARSEN** CEng CMarENG FRINA FIMarEST MCMS
Managing Director

This 17th Day of November, 2016

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1544

Company Registered Address:

1545

16 Cambrian Way,

1546

Holton Le Clay,

1547

DN36 5DE

1548

Tel: +44 (0) 1472 826 820

1549

Web: www.larsensmarine.com

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END OF REPORT