

**AGREEMENT GOVERNING THE DELEGATION OF CERTAIN SURVEY
AND CERTIFICATION SERVICES
FOR UNITED STATES OF AMERICA FLAGGED VESSELS**

between the

UNITED STATES COAST GUARD

and

GERMANISCHER LLOYD

1. Application.

This Agreement delegates authority and sets forth guidelines for cooperation between the United States Coast Guard and Germanischer Lloyd, hereafter referred to as “Coast Guard” and “Germanischer Lloyd,” respectively. The term “Agreement” in this document refers to the Agreement and any annexes or amendments that may be agreed upon by Germanischer Lloyd and the Coast Guard. In this Agreement, the term “Commandant” refers to the United States Coast Guard Assistant Commandant for Marine Safety and Environmental Protection. This authority relates to the initial and subsequent surveys and periodic re-inspections or examinations of vessels of the United States, as defined by 46 United States Code, Section 2101(46), both in the United States and in foreign countries, in the review and approval of plans, the tonnage measurement of vessels, and in associated activities. Nothing in this Agreement alters in any way the statutory or regulatory authority of the Coast Guard.

2. Purpose.

The purpose of this Agreement is to authorize Germanischer Lloyd to perform specified vessel survey functions, calculations, and plan approvals for U.S. flagged vessels on behalf of the Coast Guard. This Agreement defines the scope, terms and conditions and requirements of the delegated authority to Germanischer Lloyd.

3. General Conditions.

Delegated functions performed by, and certificates issued by, Germanischer Lloyd will be accepted as functions performed or certificates issued by the Coast Guard, provided that Germanischer Lloyd remains in compliance with all provisions of this Agreement.

4. Authorized Functions.

4.1 The Coast Guard delegates to Germanischer Lloyd the authority to measure vessels, conduct the initial and subsequent surveys, periodic reinspections and examinations including drydocking examinations and the authority to issue and endorse certain certificates as provided in Annex 1 of this Agreement for U.S. flagged vessels, both in the United States and in foreign countries.

- 4.2 In carrying out these functions, Germanischer Lloyd shall comply with any restrictions, special instructions or supplemental requirements as required by the Agreement.
- 4.3 The Coast Guard will accept the review and approval of vessel plans by Germanischer Lloyd in the same manner as if approved by the Coast Guard for those plans related to the functions authorized by this Agreement.
- 4.4 The Coast Guard retains the authority to revoke or suspend any certificates issued by Germanischer Lloyd on behalf of the Coast Guard. This authority is not extended to Germanischer Lloyd (refer to Section 6 for related reporting requirements).

5. Legal Basis.

The Coast Guard is statutorily authorized to administer laws and promulgate and enforce regulations for the promotion of the safety of life and property at sea and the protection of the marine environment. In accordance with the authority granted by Title 46, United States Code, Section 3316, and as implemented under the regulations in Title 46, United States Code of Federal Regulations, Part 8, the Coast Guard may delegate plan review and approval, inspections and examinations and issuance of certain international convention certificates. The Coast Guard also has statutory authority under Title 46, United States Code, Part J - Measurement of Vessels, for the measurement and the certification of tonnage for vessels for which the application of a law of the United States depends on the vessel's tonnage. Under Title 46, United States Code, Section 14103, the Coast Guard may delegate the authority to measure vessels to qualified persons. Title 46, United States Code, Section 5107, authorizes the Coast Guard to delegate the authority to assign load lines, survey vessels, determine that load line marks are marked correctly, and issue load line certificates to qualified organizations.

6. Reporting Requirements.

- 6.1 All notifications made by Germanischer Lloyd under this Agreement shall be made within the time frames specified herein once Germanischer Lloyd has become aware of the incident, infraction or deficiencies.
- 6.2 Germanischer Lloyd shall immediately notify the Commandant of any events where it finds itself unable to fulfill its responsibilities set forth in this Agreement.
- 6.3 When Germanischer Lloyd determines that a U.S. flagged vessel receiving certificates under this Agreement is not in compliance with class rules, applicable international conventions, or supplemental requirements under which its certificates were issued and corrective action is either insufficient to ensure compliance or is not taken or are beyond any extensions allowable under the appropriate instruments, Germanischer Lloyd shall immediately report this to the

Coast Guard. The report shall contain the vessel name and official number, if applicable, and a description of the circumstances and deficiencies.

- 6.4 Germanischer Lloyd shall report to the Commandant in writing the names and official numbers, if applicable, of any vessels removed from Germanischer Lloyd class for which Germanischer Lloyd has performed any function delegated under this Agreement on behalf of the Coast Guard. The written notification shall be made within thirty days, and shall include a description of the reason for the removal from class.
- 6.5 Germanischer Lloyd shall, upon notification of such events, inform the Commandant immediately of all cases where U.S. flagged vessels, subject to, or having surveys performed under this Agreement, have been detained under port state control proceedings, or have otherwise been found unfit to proceed to sea without endangering the ship, persons on board or presenting an unreasonable threat or harm to the environment. The report shall contain a description of the circumstances and deficiencies.
- 6.6 If while performing the delegated functions of this Agreement, an employee of Germanischer Lloyd discovers any deficiency that directly or indirectly affects the validity of any aspect of a certificate issued by another classification society, Germanischer Lloyd shall notify as soon as practicable, but no later than fifteen days following discovery, the cognizant office of that classification society both verbally and in writing. A copy of the written notice shall be simultaneously provided to the Commandant.
- 6.7 Germanischer Lloyd shall provide to the Commandant within sixty days of publication the Germanischer Lloyd Register Book and periodic Supplements.

7. Development of rules and/or regulations -- Information

- 7.1 Germanischer Lloyd shall designate appropriate persons employed exclusively by Germanischer Lloyd to serve as points of contact with the appropriate Coast Guard personnel on matters of interpretation, policy and the working relationship.
- 7.2 Germanischer Lloyd shall allow the Commandant to participate in the development of class rules and provide the Commandant the opportunity to comment on any proposed changes to its class rules and to respond to the disposition of those comments.
- 7.3 Where Germanischer Lloyd adopts changes to its rules for ship classification that are determined by the Coast Guard to be inconsistent with Title 46, United States Code of Federal Regulations, Chapter I, or Coast Guard policy, the Coast Guard may require Germanischer Lloyd to administer corrective

measures or provisions to any rules or activities that affect any delegated activities on behalf of the Coast Guard.

7.4 Germanischer Lloyd shall submit for approval by the Coast Guard proposed changes to any supplemental requirements to Germanischer Lloyd rules that may affect any vessel inspection or certification activities by Germanischer Lloyd under this Agreement.

8. Other Conditions.

8.1 Remuneration for delegated survey and certification services carried out by Germanischer Lloyd on behalf of the Coast Guard will be charged by Germanischer Lloyd directly to the party requesting such services.

8.2 Germanischer Lloyd shall provide the Commandant with a current copy of fee schedules, including changes to the schedule, for all functions delegated under this Agreement.

8.3 In issuing certificates or performing other functions on behalf of the Coast Guard under this Agreement, Germanischer Lloyd shall apply Coast Guard interpretations, when they exist, to international conventions.

8.4 Germanischer Lloyd shall ensure that its employees engaged in the performance of functions delegated under this Agreement are familiar with and require compliance with applicable United States laws and regulations, Coast Guard policies, interpretations, and instructions, including: (1) as authorized, applicable international conventions to which the United States is a party; (2) United States statutes; (3) United States federal regulations; (4) Germanischer Lloyd rules and regulations for the classification of ships; and (5) any restrictions, special instructions, and supplemental requirements as required by this Agreement.

8.5 Unless specifically stated otherwise, only exclusive employees of Germanischer Lloyd are authorized to perform work pursuant to any delegated function specified under this Agreement.

8.6 Germanischer Lloyd shall honor any appeal decision made by the Commandant on issues related to delegated functions under this Agreement.

8.7 Germanischer Lloyd, in exchange for express assurances of confidentiality, will in furtherance of this agreement, provide the Coast Guard upon request with information related to whatever extent to the functions delegated to Germanischer Lloyd and to US flag ships which is otherwise not available to private or public parties. This information is only provided to the Coast Guard due to the express assurance of confidentiality, and in the event that the confidentiality is breached, it will serve as a basis for restricting access by the Coast Guard to Germanischer Lloyd's confidential and proprietary information. It is further expressly agreed

that the Coast Guard will promptly notify Germanischer Lloyd in writing upon receipt of any request for Germanischer Lloyd's records.

- 8.8 In the event the Coast Guard is found liable in a court of law for losses or damages sustained due to a negligent act or omission by Germanischer Lloyd, its officers, employees or others who were acting on behalf of Germanischer Lloyd pursuant to this Agreement, the Coast Guard is entitled to obtain compensation from Germanischer Lloyd up to, but not exceeding, the amount of the Coast Guard's financial liability.
- 8.9 While acting on behalf of the Coast Guard under this Agreement, Germanischer Lloyd shall be free to create contracts directly with clients and such contracts may contain Germanischer Lloyd's normal contractual conditions for limiting its legal liability.
- 8.10 This Agreement becomes effective upon authorized signature of both the Coast Guard and Germanischer Lloyd.
- 8.11 Termination of this Agreement, any delegated functions under this Agreement and any amendments to this Agreement will occur sixty days after written notice has been given by either party.
- 8.12 Revocation and termination of this Agreement, any delegated functions under this Agreement and any amendments to this Agreement may be made under the following conditions:
 - 8.12.1 Failure of Germanischer Lloyd to maintain the minimum standards of a recognized classification society, set forth in Title 46, United States Code of Federal Regulations, Part 8, Subpart B, may be cause for termination of Germanischer Lloyd as a recognized classification society.
 - 8.12.2 Termination of Germanischer Lloyd as a recognized classification society by the Coast Guard will terminate this Agreement.
 - 8.12.3 Breach of any terms or conditions of this Agreement may be cause for termination of the Agreement.
- 8.13 The Agreement shall be governed by and conducted in accordance with United States law.
- 8.14 The interpretation by the Coast Guard of the technical aspects of this Agreement shall be final.
- 8.15 Amendments to this Agreement or the acceptance of revised annexes shall become effective only after consultation and written agreement between the Coast

Guard and Germanischer Lloyd. Amendments and revised annexes shall go into effect upon authorized signature of both parties.

9. Specification of Delegated Functions.

- 9.1 This Agreement applies to those U.S. flagged vessels that carry U.S. and international certificates for which Germanischer Lloyd performs any delegated function under this Agreement.
- 9.2 Authorized functions, applicable instruments and any restrictions, special instructions or supplemental requirements for those functions performed on behalf of the Coast Guard are contained in annexes of this Agreement.
- 9.3 Germanischer Lloyd shall obtain approval from the Commandant prior to granting exemptions from the requirements of international conventions, class rules and any applicable U.S. supplemental requirements to Germanischer Lloyd class rules related to any authorized functions performed on behalf of the Coast Guard under this Agreement.
- 9.4 Germanischer Lloyd shall obtain approval from the Commandant prior to granting any extensions of authorized certificates. Germanischer Lloyd will apply to the Coast Guard for approval as far in advance as practical with the circumstances and conditions related to the requested extension.
- 9.5 Germanischer Lloyd shall attend any U.S. flagged vessel for which it has performed any delegated function on behalf of the Coast Guard at the request of an appropriate Coast Guard official.
- 9.6 Germanischer Lloyd shall accept all requests to perform delegated services without regard to the vessel's location, unless prohibited from doing so under the laws of the United States or under the laws of the jurisdiction in which the vessel is located.
- 9.7 Germanischer Lloyd shall allow those exclusive employees, authorized to perform delegated functions on behalf of the Coast Guard, to participate in training with the Coast Guard regarding those functions.
- 9.8 All documentation issued by or requested from Germanischer Lloyd pursuant to this Agreement shall be in the English language.
- 9.9 Germanischer Lloyd shall maintain a corporate office in the United States that has adequate resources and staff to support all delegated functions.
- 9.10 All records of survey, inspection, examination, review and approval related to delegated functions conducted on behalf of the Coast Guard shall be maintained

in the United States in accordance with the provisions of Title 46, United States Code, Section 3316.

10. Supervision of Delegated Functions.

10.1 Germanischer Lloyd shall allow the Coast Guard to accompany internal and external quality audits and shall provide written results of such audits to the Commandant upon request.

10.2 Germanischer Lloyd shall provide the Coast Guard sufficient access necessary to oversee Germanischer Lloyd to ensure that it continues to comply with the minimum standards required for a recognized classification society as set forth in Title 46, United States Code of Federal Regulations, Part 8.

10.3 Germanischer Lloyd shall provide a copy of its regulations, rules, instructions, survey procedures, circulars and guidelines that are related to the performance of the delegated functions under this Agreement to the Commandant.

10.3.1 All of the following written documents related to the performance of the delegated functions shall be made available to the Coast Guard by Germanischer Lloyd:

- (a) equivalency determinations,
- (b) surveys,
- (c) certificates,
- (d) report forms,
- (e) vessel deficiencies, and
- (f) recommendations and conditions of class imposed by Germanischer Lloyd.

10.4 Germanischer Lloyd shall grant the Coast Guard access to all plans and documents, including survey reports, on the basis of which international certificates are issued or endorsed by Germanischer Lloyd on behalf of the Coast Guard.

10.5 Germanischer Lloyd shall provide information and access to the Coast Guard to conduct oversight of its activities related to delegated functions conducted on behalf of the Coast Guard pursuant to this Agreement.

10.6 At the request of the Commandant, Germanischer Lloyd shall provide any information, statistics and data related to U.S. flagged vessels' compliance to Germanischer Lloyd rules for the classification of ships, supplemental requirements under this agreement and any appropriate Coast Guard regulations including reports of damage and/or casualties that such vessels may have incurred.

ANNEX

**To the AGREEMENT GOVERNING THE DELEGATION OF CERTAIN SURVEY
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between the
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APPLICABLE INSTRUMENTS AND AUTHORIZATIONS

1. Tonnage

A. The following instruments apply:

- International Convention on Tonnage Measurement of Ships of 1969, and Title 46, United States Code of Federal Regulations, Part 69, Subpart B - Convention Measurement System;
- Title 46, United States Code of Federal Regulations, Part 69, Subpart C - Standard Measurement System;
- Title 46, United States Code of Federal Regulations, Part 69, Subpart D - Dual Measurement System.

B. Germanischer Lloyd is authorized to issue Tonnage certificates and perform all related functions in accordance with either the International Convention on Tonnage Measurement of Ships, 1969, or in accordance with the Standard or Dual Measurement Systems under Title 46, United States Code, Chapter 145 for U.S. flag vessels.

C. In addition to the conditions set forth in the Agreement and the requirements set forth in the applicable instruments, the following conditions will be adhered to in execution of this authorized function on behalf of the Coast Guard:

1.1 Germanischer Lloyd may use part-time employees or independent contractors in lieu of exclusive employees to provide measurement services, provided such individuals have been specifically designated by Germanischer Lloyd to perform this function.

1.2 Germanischer Lloyd shall not use an employee or contractor to measure and certify the tonnage of a vessel if that employee or contractor is acting or has acted as a tonnage consultant for the same vessel.

1.3 Germanischer Lloyd shall physically conduct a compliance inspection before issuing each tonnage certificate.

1.4 Germanischer Lloyd will notify the Coast Guard of scheduled meetings that may take place between Germanischer Lloyd and other vessel tonnage measurement organizations pertaining to tonnage measurement of U.S. flagged vessels or to systems under which U.S. flagged vessels are measured.

1.5 There are no supplemental requirements for this authorization.

2. Load Line

A. The following instruments apply:

- International Convention on Load Lines, 1966
- Supplement relating to the International Convention on Load Lines, 1966
- Protocol of 1988 relating to the International Convention on Load Lines, 1966

B. Germanischer Lloyd is authorized to issue International Load Line certificates and perform all related functions in accordance with the International Convention on Load Lines for U.S. flag vessels. International Load Line certificates issued under the provisions of this agreement may be endorsed as being issued on behalf of the “United States of America.”

C. In addition to the conditions set forth in the Agreement and the requirements set forth in the applicable instruments, the following conditions will be adhered to in execution of this authorized function on behalf of the Coast Guard:

2.1 All requests for exemptions, equivalencies, and experimental purposes (per International Convention on Load Lines Articles 6, 8, and 9, respectively), or other special considerations allowed under the International Convention on Load Lines at the discretion of the Flag Administration, must be forwarded to the Commandant for approval. Such requests must include supporting information and a recommendation from Germanischer Lloyd concerning approval. Upon approval by the Commandant, Germanischer Lloyd may issue the appropriately annotated International Load Line Certificate.

2.2 There are no supplemental requirements for this authorization.

3. SOLAS Cargo Ship Safety Construction Certificate

A. The following instruments apply:

- International Convention for the Safety of Life at Sea (SOLAS), 1974, as amended

B. Germanischer Lloyd is authorized to conduct plan review and approval, initial and subsequent surveys, periodic reinspections and examinations, and to issue and endorse the SOLAS Cargo Ship Safety Construction Certificate. SOLAS Cargo Ship Safety Construction Certificates issued under the provisions of this agreement may be endorsed as being issued on behalf of the “United States of America.”

C. In addition to the conditions set forth in the Agreement and the requirements set forth in the applicable instruments, the following conditions will be adhered to in execution of this authorized function on behalf of the Coast Guard:

3.1 Germanischer Lloyd shall, in addition to the requirements of class rules and applicable conventions, apply the supplemental requirements contained within the Addendum to this Annex when performing any authorized function on behalf of the Coast Guard pertaining to the survey and certification of U.S. flagged vessels for the SOLAS Cargo Ship Safety Construction Certificate.

3.2 All requests for exemptions and equivalencies (per International Convention for the Safety of Life at Sea (SOLAS), 1974, as amended, Regulations 4 and 5 respectively), must be forwarded to the Commandant for approval. Such requests must include supporting information and a recommendation from Germanischer Lloyd concerning approval. Upon approval by the Commandant, Germanischer Lloyd may issue the appropriately annotated SOLAS Cargo Ship Safety Construction Certificate.

4. International Oil Pollution Prevention (IOPP) Certificate

A. The following instruments apply:

- International Convention for the Prevention of Pollution from Ships, 1973, as modified by the Protocol of 1978 (MARPOL 73/78) relating thereto

B. Germanischer Lloyd is authorized to conduct plan review and approval, initial and subsequent surveys, periodic reinspections and examinations and to issue and endorse the International Oil Pollution Prevention Certificate as provided in Annex I, Chapter I, Regulation 5, MARPOL 73/78, as may be amended, for U.S. flag vessels. IOPP certificates issued under the provisions of this agreement may be endorsed as being issued on behalf of the “United States of America.”

C. In addition to the conditions set forth in the Agreement and the requirements set forth in the applicable instruments, the following conditions will be adhered to in execution of this authorized function on behalf of the Coast Guard:

4.1 Germanischer Lloyd may issue an IOPP Certificate having a period of validity of not more than 60 months after ascertaining that the vessel meets the applicable requirements of Annex I, MARPOL 73/78.

4.2 Germanischer Lloyd shall follow the published Coast Guard guidelines for the surveying of ships pursuant to issuance of an IOPP certificate. These are contained in Navigation and Vessel Inspection Circular (NVIC) No. 6-94, and Change 1 to NVIC No. 6-94 "Guidance for Issuing IOPP Certificates under Annex I of MARPOL, 1973, as amended by the Protocol of 1978, relating thereto;" NVIC No. 10-94 "Guidance for Determination and Documentation of the Oil Pollution Act of 1990 (OPA) Phase-Out Schedule for Existing Single Hull Vessels Carrying Oil in Bulk", and in Volume II of the Coast Guard Marine Safety Manual. In determining whether a vessel requires an IOPP certificate, the term "oil" shall have the same meaning as defined in Chapter 1, regulation 1, of MARPOL Annex 1. Vessels whose cargo carriage authority is restricted to products which do not meet the Annex I definition are not required to have an IOPP certificate, notwithstanding the fact domestic legislation may define the product(s) as an oil.

4.3 Multiple IOPP certificates may not be issued to any vessel without the prior approval of the Coast Guard.

4.4 All requests for exemptions, equivalencies, major conversion determinations, or alternatives (per MARPOL, Annex I, Regulations 3, 13F, and 13G), or other special considerations allowed at the discretion of the Flag Administration under MARPOL, Annex I, must be forwarded to the Commandant for approval. Such requests must include supporting information and a recommendation from Germanischer Lloyd concerning approval. Upon approval by the Commandant, Germanischer Lloyd may issue the appropriately annotated IOPP Certificate.

4.5 There are no supplemental requirements for this authorization.

5. ISM Code (Safety Management Certificate and Document of Compliance)

A. The following instruments apply:

- International Convention for the Safety of Life at Sea (SOLAS), 1974, as amended including applicable IMO resolutions adopted as guidelines
- International Management Code for the Safe Operation of Ships and for Pollution Prevention, 2002 Edition (ISM Code)
- Title 33, United States Code of Federal Regulations, Part 96

B. Germanischer Lloyd is authorized to conduct review of applications for ISM Code certification. Germanischer Lloyd is authorized to perform such functions also on ships classed by another society, if the shipowner so desires. This authorization includes initial, periodical, and renewal verification for issuance of a Company Document of Compliance (DOC) Certificate and a vessel Safety Management Certificate (SMC). Furthermore, Germanischer Lloyd is authorized to conduct additional verifications in the event that any non-conformities have been found during an initial, periodical, or renewal verification audit. Germanischer Lloyd is also authorized to issue Interim Certificates within the guidelines established in the applicable instruments listed above. Safety Management Certificates and Document of Compliance certificates issued under the

provisions of this authorization may be endorsed as being issued on behalf of the “United States of America.”

C. In addition to the conditions set forth in the Agreement and the requirements set forth in the applicable instruments, the following conditions will be adhered to in execution of this authorized function on behalf of the Coast Guard:

5.1. No extensions to meeting the requirements of the applicable instruments are allowed; including the extension of certificates issued for ISM Code compliance of U.S. flag vessels and their companies by Germanischer Lloyd. Only exclusive auditors of Germanischer Lloyd are authorized to carry out these functions on behalf of the Coast Guard.

5.2 Germanischer Lloyd shall follow the published Coast Guard guidelines for the surveying of ships pursuant to issuance of a Company Document of Compliance (DOC) Certificate and a vessel Safety Management Certificate (SMC). These are contained in Navigation and Vessel Inspection Circular (NVIC) No. 5-99, 99, COMDTPUB 16700.4.

5.3 There are no supplemental requirements for this authorization.

This Agreement commences upon receipt of the authorized signature from both the United States Coast Guard and Germanischer Lloyd.

For the United States Coast Guard

For Germanischer Lloyd

_____/s/_____/ on November 5, 2002
Paul J. Pluta,
Rear Admiral, United States Coast Guard
Assistant Commandant for Marine Safety,
Security and Environmental Protection

_____/s/_____/ on November 27, 2002
Dr. Hans G. Payer,
Director, Germanischer Lloyd
Maritime Services Division