

Ref. T4/803

**MODEL AGREEMENT FOR THE AUTHORIZATION OF RECOGNIZED  
ORGANIZATIONS ACTING ON BEHALF OF THE ADMINISTRATION**

1 Paragraph 2.2 of the Guidelines for the authorization of organizations acting on behalf of the Administrations set out in Assembly resolution A.739(18) prescribes that any assignment of authority to recognized organizations should have a formal written agreement between the Administration and the organization being authorized which should as a minimum include the elements as set out in appendix 2, or equivalent legal arrangements.

2 In order to assist Administrations when formalizing in writing a delegation of authority for the purpose of having statutory certification services rendered by a recognized organization on their behalf, in implementation of the above provisions, the Maritime Safety Committee, at its sixty-fifth session (9 to 17 May 1995), and the Marine Environment Protection Committee, at its thirty-seventh session (11 to 15 September 1995), approved the model agreement, set out in the annex to this Circular.

3 Resolution A.739(18) in the appendix 2 of its annex provides for elements to be included in a formal written agreement between the Administration and the organization being authorized to act on its behalf. The model agreement covers all items identified in appendix 2 to that resolution. Appendices 1 and 2 to this Circular are integral parts to the model agreement. Appendix 1 specifies the specific scope and extent of the delegated duties and authority and has to be individually set up in accordance with the intent of the Administration. Appendix 2 specifies the reporting and communication patterns for the execution of the delegated duties which have to be individually agreed between the Administration and the recognized organization commensurate with the needs of both parties.

4 It is recognized that the legal system of the individual Administration as well as additional national requirements may require adaption of the wording provided in this Circular.

5 The model agreement together with its appendices is considered to meet the minimum standard for a formal written agreement as set forth in A.739(18). This minimum standard, at the discretion of the Administration, may be supplemented by additional matters and/or may be formulated in more detail. As guidance for Administrations wishing to avail themselves of this option, additional and/or alternative provisions are set out in the attachment to this Circular. It contains guidance for alternative and/or more detailed provisions in areas such as information and liaison, supervision, and other conditions, and as such provides additional guidance to the Administration when developing the contents of appendix 1 on applicable instruments and the degree of delegation and appendix 2 on reporting to the Administration.

6 Member Governments are invited to use the model agreement set out in this Circular when concluding a formal agreement with organizations acting on their behalf.

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## ANNEX

### MODEL AGREEMENT

#### AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION SERVICES FOR VESSELS REGISTERED IN [STATE]

between  
[ADMINISTRATION]  
and  
[RECOGNIZED ORGANIZATION]

This Agreement pursuant to the [legal authority] and in compliance with the "Guidelines for the authorization of organizations acting on behalf of the Administration", Assembly resolution A.739(18) and the Annexes thereto, is between Recognised Organization hereinafter referred to as "RO " and [State] hereinafter referred to as "the Administration" with respect to the performance of marine statutory surveys and issuance of relevant certificates.

#### 1 Purpose

- 1.1 The purpose of this Agreement is to delegate authority to perform statutory certification services and to define the scope, terms, conditions and requirements of that delegation.

#### 2 General Conditions

- 2.1 Statutory certification services comprise the assessment of [State] registered vessels in order to determine the compliance of such vessels with the applicable requirements of the international conventions, codes and national requirements (hereinafter referred to as "applicable instruments") and the issue of relevant certificates as set out in appendix 1 hereto.
- 2.2 In so far as the certification services covered by this Agreement are concerned, RO agrees to co-operate with port State control officers to facilitate the rectification of reported deficiencies on behalf of the Administration when so requested, and report to the Administration.
- 2.3 Statutory services rendered and statutory certificates issued by RO will be accepted as services rendered by or certificates issued by the Administration provided that RO maintains compliance with the provisions of Appendix 1 of the Annex to Assembly resolution A.739(18).
- 2.4 Authorizations for services outside the scope of Appendix 1 to this Agreement will be dealt with as mutually agreed on a case-by-case basis.
- 2.5 RO shall endeavour to avoid undertaking activities which may result in a conflict of interest.

#### 3 Interpretations, Equivalents and Exemptions

- 3.1 While interpretations of the applicable instruments, as well as the determination of equivalents or the acceptance of substitutes to the requirements of the applicable instruments are the prerogative of the Administration, RO will co-operate in their establishment as necessary.

- 3.2 Exemptions from the requirements of the applicable instruments are the prerogative of the Administration and must be approved by the Administration prior to issuance.
- 3.3 In instances where, temporarily, the requirements of an applicable instrument cannot be met under particular circumstances, the RO surveyor will specify such measures or supplementary equipment as may be available to permit the vessel to proceed to a suitable port where permanent repairs or rectifications can be effected or replacement equipment fitted.

#### **4 Information and Liaison**

- 4.1 RO will report to the Administration such information at such frequency as agreed between RO and the Administration, as delineated in Appendix 2 to this agreement.
- 4.2 The Administration shall be granted access to all plans and documents including reports on surveys on the basis of which certificates are issued or endorsed by RO.
- 4.3 The Administration will provide RO with all necessary documentation for the purpose of RO's provision of statutory certification services.
- 4.4 RO and the Administration, recognizing the importance of technical liaison, agree to co-operate toward this end and maintain an effective dialogue.
- 4.5 Regulations, rules, instructions and report forms shall be written in [language to be used].

#### **5 Supervision**

- 5.1 The Administration will be given the opportunity to satisfy itself that RO's quality system continues to comply with the requirements of Appendix 1 of the Annex to Assembly resolution A.739(18).
- 5.2 The Administration may choose to recognize audits performed on RO by an independent audit group effectively representing the interests of the Administration or IMO.
- 5.3 Should the Administration choose to conduct direct auditing of RO, the frequency and extent of audit will be subject to mutual agreement between the Administration and RO.

#### **6 Other Conditions**

##### **6.1 Remuneration**

Remuneration for statutory certification services carried out by RO on behalf of the Administration will be charged by RO directly to the party requesting such services.

##### **6.2 Confidentiality**

In so far as activities related to this Agreement are concerned, both RO and the Administration shall be bound by confidentiality provisions to be agreed between them.

##### **6.3 Surveyors**

Normally, surveys shall be carried out by surveyors working exclusively for RO. RO may use exclusive surveyors of another organization with which RO has a bilateral agreement provided that the other organization is recognized by the Administration. However, RO may use non-exclusive surveyors provided such surveyors and all services and functions performed by such personnel relevant to this agreement, are subject to the quality assurance system of the RO. These provisions apply to subcontractors and to all other suppliers of support services being relevant to statutory survey and certification.

#### 6.4 Amendments

Amendments to this Agreement and appendixes will become effective only after consultation and written agreement between the Administration and RO.

#### 6.5 Governing Law and settlement of Disputes

- .1 The Agreement shall be governed by and construed in accordance with [Agreed State] law. Any dispute arising in connection with this Agreement which cannot be settled by private negotiations between the parties shall be settled finally by arbitration in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in [Agreed Location].
- .2 In the performance of statutory certification services hereunder, RO, its officers, employees and other acting on its behalf are entitled to all the protection of law and the same defences and/or counterclaims as would be available to the Administration and its own staff surveyors or employees if the latter had conducted the statutory certification services in question.

#### 6.6 Liability

- .1 In the context of this Agreement, if a liability is finally and definitively imposed on the State of the Administration for loss or damage which is proved in a court of law to have been caused by any negligent act or omission by RO, its officers, employees or others who act on behalf of RO under this Agreement, the Administration is entitled to seek from RO compensation up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of RO.
- .2 While acting for the Administration under this Agreement RO shall be free to create contracts direct with its clients and such contracts may contain RO's normal contractual conditions for limiting its legal liability.

#### 6.7 Termination

- .1 If this Agreement is breached by one of the parties, the other party will notify the violating party of its breach in writing to allow the notified party the opportunity to remedy the breach within days, failing which the notifying party has the right to terminate the Agreement immediately.
- .2 This Agreement may be terminated by either party by giving the other party 12 months written notice.

7 This Agreement commences on [ Date ].

IN WITNESS WHEREOF the undersigned, duly authorised by the parties, have on the [ Date ] signed this Agreement.

.....  
For [Recognised Organization ]

.....  
For [the Government of State ]

## Appendix 1

To the AGREEMENT GOVERNING THE DELEGATION OF STATUTORY  
CERTIFICATION SERVICES FOR VESSELS REGISTERED IN [STATE]  
between [ADMINISTRATION] and [RECOGNIZED ORGANIZATION]  
Dated [ date ] with effect from [ date ] covering the:

### APPLICABLE INSTRUMENTS and DEGREE OF AUTHORIZATION

1 RO is hereby authorized as listed below to carry out statutory certification services on behalf of the Administration with respect to vessels and mobile offshore units, registered in [State].\*

The following three types of authorizations apply as noted:

- F:** Full authorization to perform plan review, carry out surveys and issue and/or revoke necessary interim and full term certificates.
- P:** Partial Authorization to perform plan review, carry out surveys and possible issue of interim certificates. (Specific guidance to be provided by the Administration and full term Certificate is to be issued by the Administration).
- L:** Limited Authorization to account for other special categories not covered by the above, such as case-by-case authorization or geographical limitations.

2 The listing of Instruments and type of Authorization is as follows:

[To be followed by a listing of the applicable Instruments with specific identification of the desired authorization (E/P/L) as applicable.]

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\* In this context the Administration should be aware of the provision contained in the SOLAS 74 and MARPOL 73/78 Conventions that the recognized organization shall be empowered to require repairs to ship.

## Appendix 2

To the AGREEMENT GOVERNING THE DELEGATION OF STATUTORY  
CERTIFICATION SERVICES FOR VESSELS REGISTERED IN [STATE]  
between [ADMINISTRATION] and [RECOGNIZED ORGANIZATION]  
Dated [ date ] with effect from [ date ] covering the:

### REPORTING TO THE ADMINISTRATION

RO agrees to report to the Administration information pertaining to services performed pursuant to this agreement as follows:

- .1 Reporting in the case of general authorization  
[ ... ]
- .2 Procedures for reporting in the case of special authorization  
[ ... ]
- .3 Reporting on classification of ships (assignment of class, alterations and cancellations), as applicable  
[ ... ]\*
- .4 Reporting of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or persons on board or presenting unreasonable threat of harm to the marine environment  
[ ... ]\*\*

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\* Applicable only in cases where classification is a prerequisite requirement for statutory certification.

\*\* Applicable only in cases where specific delegation of Authority includes SOLAS 74 and/or MARPOL 73/78 (Annexes I and II).

## Attachment

Additional and/or alternative provisions for consideration  
when developing the agreement and appendixes thereto

### Table of Contents

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### **I Additional and/or alternative provisions to the Model Agreement**

#### A Information and Liaison

- 1 Co-operation in connection with development of rules or regulations - liaison meetings

In cases where Classification is required by national law or regulation, or the classification rules have been made mandatory, the following shall apply: when developing new rules and in the case of amendments to existing rules affecting inspections and surveys, in accordance with this Agreement, RO shall contact the Administration as early as practicable, so that both parties can present and discuss the views on the intended development of rules. RO shall consider recommendations for additions or amendments to its rules made by the Administration.

Similarly, the Administration shall contact RO as early as possible in the development of amendments to regulations to which the general authorizations in force at the time in question apply.

RO and the Administration recognizing the importance of technical liaison agree to proceed as follows in the maintenance of an effective dialogue:

- 2 Exchange of rules or regulations, and information

The Administration will send, free of charge, a sufficient number of the relevant regulations and instructions to RO. Similarly, RO will send, free of charge, a sufficient number of its regulations applicable to ships at any time.

The Administration shall, free of charge, have access, upon request, to relevant information available from RO concerning ships covered by this Agreement.

This includes direct access to relevant data banks.

3 Change of recognized organization

In the event that an Administration has recognized more ROs to carry out work on behalf of the Administration, and a ship in Classification changes class from one recognized organization to RO, RO shall ensure that it has obtained all, to its knowledge, relevant information on the survey status of the ship, including structural and operational limitations and outstanding recommendations given by the previous recognized organization. The structural and operational limitations of the ship shall be checked and agreed to by RO. If the ship is not classified, the same shall apply when a ship leaves one recognized organization in order to register with RO. Outstanding recommendations given by the previous organization, known by RO, shall be followed up by RO within the time limits given by the previous organization. The procedures above shall be carried through before assignment of class to a ship, or before a non-classified ship is registered with RO.

This information shall also be copied for the Administration.

For vessels leaving RO the same kind of information shall be submitted to the recipient recognized organization upon request.

4 The Administration's access to the organization's documentation relevant to the Administration's fleet

RO undertakes to give the audit team of the Administration access to the documentation system, including computer systems, employed by RO to follow up the surveys carried out and recommendations issued in addition to other information concerning the ships covered by the authorization.

Further, RO will give the Administration access to RO's register of ships for ships covered by the authorization.

The Administration, in the conduct of an audit on the RO, may be required to execute a confidentiality/non-disclosure agreement in circumstances where proprietary information of the RO or its clients cannot be effectively separated from information within the purview of the Administration during such auditing.

B Supervision

1 Documentation of quality assurance system

RO undertakes to submit to the Administration documentation concerning the quality assurance system practised by RO.

The Administration may choose to recognize audits performed on the RO by an independent group effectively representing the interests of the Administrations or IMO.

Should the Administration choose to conduct direct auditing of the RO, the frequency and extent of audit should be the subject of an agreement between the Administration

and the RO.

2 Access to internal instructions, circulars and guidelines

RO undertakes to submit instructions, rules, internal circulars and guidelines as well as other information showing that the delegated functions are being carried out in accordance with the rules and regulations in force.

3 Co-operation with the Administration's inspection and verification work

The Administration shall satisfy itself that the functions delegated to RO are effectively carried out by performing random inspections in order to control the ships of its fleet, and to review the work of RO.

The local RO representative will be invited to attend the inspection, if time and circumstances permit. The master and RO will receive a list of recommendations. The master will also be required to report to RO regarding the implementation of the recommendations relating to RO's authorization within the time limit specified.

RO shall verify that the recommendations have been implemented or report on the degree of implementation thereof if not complete, at the first scheduled attendance on board after the time limit has expired.

RO undertakes to assist the audit team from the Administration in carrying out random inspections and verification at RO's survey station, on ships and at shipyards.

C Other Conditions

1 Surveyors

In cases where RO intend to utilize the services of non-exclusive surveyors, provisions should be established for the supervision and overviewing of the performance of such surveyors to include, as a minimum, the performance of audits with such frequency as may be determined by the Administration.

2 Financial Liability<sup>1</sup> - Alternative provision

Subject to this Agreement, if a liability is finally and definitively imposed on the [ ] State for loss or damage which is proved to have been caused by a wilful or grossly negligent act or wilful or grossly negligent omission within the scope of this Agreement by RO, its bodies, officers, employees or others who act on behalf of [RO], its bodies, officers, employees or others who act on behalf of RO, the Administration is entitled, on behalf of the [ ] State, to full compensation from RO.

Subject to this Agreement, if a liability is finally and definitively imposed on the [ ] State for loss or damage which is proved to have been caused by any other negligent act or any other negligent omission by the RO bodies, officers, employees or others who act on behalf of RO, the Administration is entitled, on behalf of the [ ] State, to receive from RO compensation up to the amount of financial liability as defined in the standard terms and conditions of the RO or [ ]<sup>2</sup> whichever is greater.

If the [ ] State is summoned, or is expected to be summoned to answer for such liability as is mentioned above in this article, RO shall be informed without undue delay. The Administration shall, for information purposes, send all claims, documents and other relevant material to RO.

The [ ] State shall not enter into a conciliation, which involves acceptance of such liability as is mentioned in the first or second paragraph of this article without the consent of RO.

## II Additional provisions to appendix 1: Applicable instruments and degree of delegation

### 1 Ship types and sizes

This delegation agreement covers:

[State types and sizes of ships covered by the Agreement].

### 2 Conventions and other instruments (including relevant national legislation if applicable)

SOLAS Convention 1974, SOLAS Protocol 1978 and the 1981 and 1983 amendments to SOLAS 1974, [SOLAS Protocol 1988<sup>3</sup>]; as may be amended,

related to certificates listed under II.6 below.

Field of application as prescribed in the Convention.

Convention on the International Regulations for Preventing Collisions at Sea, as may be amended,

Field of application as prescribed in the Convention.

International Convention on Tonnage Measurement of Ships, 1969, as may be amended,

Field of application as prescribed in the Convention.

(Relevant national regulations if applicable) - as prescribed in [ ]

International Convention on Load Lines, 1966, [LL Protocol 1988<sup>4</sup>]; as may be amended.

Field of application as prescribed in the Convention.

MARPOL 73/78, as may be amended.

Field of application as prescribed in the Convention.

The survey and inspection functions shall be in accordance with the MARPOL 73/78 Convention, as may be amended, and in accordance with Guidelines developed by IMO and cover certificates listed under II.6.

(ILO Convention on Accommodation of Crews. (ILO Convention No.92 and 133), as may be amended. If applicable.

Field of application as prescribed in the Convention.)

(ILO Convention 147: Merchant Shipping (Minimum standard). If applicable.

Field of application as prescribed in the Convention.)

### 3 Approval of drawings for structure, materials and equipment

This delegation covers the power of approval of drawings and specifications as regards requirements in conventions and other instruments listed under II.2 above, and related to certificates listed under II.6 below.

This delegation covers the power of

- approval of material and equipment
- approval of stability documentation
- approval of calculations
- approval of procedures, plans, manuals, etc.,

as required by conventions and other instruments listed under II.2 above, and related to certificates listed under II.6 below.

### 4 Surveys

#### 4.1 Ordinary surveys

RO is authorized to perform surveys as required by conventions and other instruments as listed under II.2 above, related to certificates as listed under II.6 below. The surveys are described in, and should be carried out, in accordance with relevant parts of Assembly resolution: Survey guidelines under the harmonized system of survey and certification (A.746(18)).

#### 4.2 Unscheduled inspections<sup>5</sup> performed by RO

If the authorization shall include the duty for RO to perform unscheduled inspections, the conditions will be as agreed upon:

### 5 Information of Manning, Licensing, Qualifications and Maritime Employment Documentation.

This is subject to a special agreement, if covered by this Agreement.

In the light of HSSC the Administration shall inform the RO which system of certificates is used.

6 Issuance of certificates

RO is empowered to issue certificates as required by conventions and other instruments listed under II.2 above, and as prescribed in Assembly resolution A.746(18) on Survey Guidelines under the harmonized system of survey and certification.

7 Corrective action

In connection with work carried out under authorization in accordance with this Agreement, RO, its employees and others acting on behalf of the RO are authorized to issue recommendations and otherwise take such action as is necessary to ensure that matters subject to survey and inspections correspond substantially with the particulars of the ship's certificates or the requirements of applicable international conventions and/or national laws/regulations.

Where the general condition of a ship or its equipment in important respects does not correspond substantially with the particulars of any of the certificates, or if its condition is found to be such that the ship is not fit to proceed to sea without danger to the ship or persons on board or presenting an unreasonable threat of harm to the marine environment, the RO surveyor concerned shall immediately withdraw the applicable statutory Certificates if the defects are not rectified, and then notify the Administration.

In instances where the requirements of a relevant convention cannot be met under particular circumstances (e.g. appropriate repair or service facilities are not available), a telex or facsimile report should be urgently sent to the Administration giving details of the problem and arrangements made.

If the ship is in a port of another Administration, the RO shall ascertain that a report has been sent to the appropriate authorities of the port State.

8 Withdrawal of certificates

When generally authorized, it is the right and the obligation of RO to issue and withdraw the relevant certificates.

If correcting action as described under II.7 above is not taken, the certificate involved should be withdrawn, cf. SOLAS I/6(d) and corresponding regulations in other IMO instruments.

In case of withdrawal of a certificate, RO shall give a letter to the master of the vessel stating that the certificate is withdrawn from the date of signature of the letter, and request that the certificate in question be surrendered.

A copy of the letter shall be sent by the most expedient means to the Administration immediately. If the ship is in a port of another State, RO shall ensure that the port State Authority has been notified.

### III Additional provisions to appendix 2: Reporting to the Administration

#### 1 Procedures for reporting in the case of general authorization

RO shall keep the Administration informed of the work being carried out in accordance with the general authorization.

For further provisions concerning the duty to provide general information concerning the implementation of the superior control by the Administration, cf. article III.5 below.

#### 2 Procedures for reporting in the case of special authorization

Reporting requirements for special authorizations shall accompany each special authorization.

#### 3 Reporting on classification or registration of ships (assignment of class, alterations or cancellations, registration with RO for non-classified ships)

The Administration shall be informed in writing when a final decision with regard to the assignment of class has been made by RO. The information shall include any restrictions and essential conditions relating to the class or statutory certificates regarding the operation and trading area of the ship and any significant deviations from RO's rules.

The same procedures shall apply when a non-classified ship is being registered with the RO.

RO is to advise the Administration promptly, in writing, when RO suspends, withdraws, cancels, or seriously alters the operational limitations of its classification or statutory certificates for a ship registered in the [ ] Register together with the reason(s) why such action was taken.

#### 4 Reporting of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or persons on board or presenting an unreasonable threat of harm to the marine environment

RO shall promptly inform the Administration when a ship is found to be in operation with deficiencies or discrepancies such that the condition of the ship or its equipment does not correspond substantially with the particulars of its certificates or the requirements of applicable international conventions and/or national regulations such that, in the opinion of the RO, the ship is not fit to proceed to sea without danger to the ship, persons on board, or an unreasonable threat of harm to the environment; and if corrective action is not taken to the satisfaction of the RO, then the RO shall withdraw the relevant certificates and so inform the Administration and the relevant port State authorities.

## 5 Reporting (General)

The Head Office of RO shall, as soon as possible after completing the initial survey and inspection functions in accordance with articles II.3 and II.6 above, send the Administration a confirmation to the effect that the ship complies with the relevant requirements and that all reports on initial surveys of the same requirements have been received, controlled and filed. Further, a copy of general arrangement drawings shall be submitted for ships that have not previously been registered in the [ ] Register of Ships.

Furthermore, for ships with a length (L) above 24 metres as defined in article II.1 above but below 500 GRT, a copy of the Load Line initial survey reports and freeboard calculations shall be submitted.

Whenever a tonnage certificate is issued for a ship that will be or has been registered in [the register] or whenever a tonnage certificate issued by a foreign authority or another recognized organization is accepted temporarily in connection with registration in (the National Register) the RO shall immediately forward one copy of that certificate to the Administration.

When relevant, one copy of all Cargo Ship Safety Radio/Radiotelegraphy/Radiotelephony/Radio Certificates issued by the (RO) together with associated survey reports are to be forwarded to the Administration (for dispatch to the National Telecommunication Administration).

Reference is made to article III above.

(RO) shall send a written notice to the owners:

- immediately in case of expired certificates
- without any delay when the regular surveys have not been carried out
- when recommendations of a kind that does not affect the validity of an international certificate are three months overdue.

If the discrepancies are not rectified within an additional period of one month, RO shall submit a copy of the notice to the Administration together with a report explaining RO's further action.

Whenever a request for classification of a ship that will be or has been registered in [the register] is received, the Society shall immediately inform the Administration.

The Administration shall be granted access upon request to all plans and documents including reports on surveys on the basis of which certificates are issued by RO. Upon request the Administration will furnish RO with all necessary documentation for the purpose of RO's surveys and certification.

RO will inform the Administration, in accordance with agreed procedures, about surveys for the issuance of the various certificates and their renewal. RO will inform the Administration immediately, by fax or telex, when a statutory certificate is withheld or withdrawn.

**Notes:**

1. This text may replace 6.6, Liability in the Model Agreement.
2. An amount should be indicated.
3. Not yet in force.
4. Not yet in force.
5. Unscheduled inspections shall examine all matters which may influence the seaworthiness of the ships covered by this agreement. These random inspections will be performed as a supplement to the ordinary surveys. The selection of ships should take due regard of any information indicating that the vessel may have been poorly maintained or operated.

Unscheduled inspections in combination with other services or as unscheduled attendances should be carried out on approximately [ ]% of the average number of [ ] ships per year.

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