

2020

**AGREEMENT GOVERNING THE DELEGATION OF
STATUTORY CERTIFICATION**

BETWEEN

ETHIOPIAN MARITIME AFFAIRS AUTHORITY

AND

**INTERNATIONAL REGISTRER OF SHIPPING INC.
(IRS)**

October 07, 2020



**AGREEMENT GOVERNING THE DELEGATION
OF
STATUTORY CERTIFICATION
BETWEEN THE**

**Ethiopian Maritime Affairs Authority (EMAA)
AND
International Register of Shipping Inc.(IRS)**

This Agreement pursuant to the Merchant Shipping Act, 2009 and in compliance with the "IMO Guidelines for the Authorization of Organizations Acting on Behalf of the Administration" as amended; and in compliance with the IMO Resolution MSC.349(92) (Code of the Recognized Organizations - RO Code) and the Annexes thereto, is between the government of **Ethiopia** hereinafter referred to as "**the Administration**" and **International Register of Shipping Inc.** hereinafter referred to as "**IRS**" 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 surveys and functions and to define the scope, terms, conditions and requirements of that delegation.

2 General Conditions

2.1 Statutory certification survey and functions comprise the assessment of **Ethiopian** registered vessels, and Companies which operate these ships, 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 Annex I hereto and the issue of relevant certificates.

2.2 Insofar as the certification survey and functions covered by this authorization are concerned, **IRS** 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 **IRS** will be accepted as services rendered by or certificates issued by the Administration provided that **IRS** maintains compliance with the provisions of the Appendix 2 of the Resolution MSC.349(92) (RO Code).

2.4 Authorizations for services outside the scope of Appendix 2 to this Agreement will be dealt with as mutually agreed on a case-by-case basis.

2.5 **IRS** shall endeavour to avoid undertaking activities which may result in a conflict of interest.

3 Interpretations, Equivalentents and Exemptions

3.1 While interpretations of the applicable instruments, as well as the determination of equivalentents or the acceptance of substitutes to the requirements of the applicable instruments are the prerogative of the Administration, **IRS** will cooperate 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 **IRS** 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 **IRS** will report to the Administration such information at such frequency as agreed between **IRS** 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 **IRS**.
- 4.3 The Administration will provide **IRS** with all necessary documentation for the purpose of **IRS**'s provisions of statutory certification survey and functions.
- 4.4 **IRS** and the Administration, recognizing the importance of technical liaison, agree to cooperate toward this end and maintain an effective dialogue.
- 4.5 Regulations, rules, instructions and report forms shall be written in English.

5 **Supervision**

- 5.1 The Administration will be given the opportunity to satisfy itself that **IRS** quality system continues to comply with the requirements of the MSC.349(92) (RO Code).
- 5.2 The Administration may choose to recognize audits performed on **IRS** by another flag Administration or by and an independent audit group effectively representing the interests of the Administration, and IMO such as the IACS Quality Committee.
- 5.3 Should the Administration choose to conduct direct auditing of **IRS**, the frequency and extent of audit will be subject to mutual agreement between the Administration and **IRS**. Audit to be carried out by the administration of the Technical Head office within six months and subsequent thereafter every three years.

6 **Other Conditions**

6.1 Remuneration

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

6.2 Confidentiality

1. **IRS**, its officers, employees and agents agree to maintain as confidential and not to disclose to any third party and information derived from the Administration in connection with the series provided, without the consent of the Administration, except to the extent that it was reasonably necessary to enable **IRS** to carry out the services in accordance with the terms of this Agreement.

2. Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement, provided that the following shall not be subject to such restrictions:
 - i) any information, which was in the possession of **IRS** prior to its disclosure to **IRS** by the Administration, or
 - ii) any information which is or lawfully become part of the public domain, or
 - iii) any information that shall otherwise become available to **IRS** from a source independent of the Administration.
3. Insofar as activities related to this Administration are concerned, both **IRS** and the Administration shall be bound by confidentiality provisions to be agreed between them.
4. **IRS** can release the status of statutory certificates, surveys and any deficiencies for certificates it issues on behalf of the Administration under this agreement.

6.3 Surveyors

Normally, surveys shall be carried out by surveyors working exclusively for **IRS**. **IRS** may use exclusive Surveyors of another organization with which **IRS** has a bilateral agreement provided that the other organization is recognized by the Administration. However, **IRS** may use non-exclusive surveyors provided such surveyors and service and functions performed by such personnel relevant to this agreement, are subject to the quality assurance system of the **IRS**. 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 the Agreement and Annex 1 will become effective only after consultation and written agreement between the Administration and **IRS**.

6.5 Governing Law and settlement of Disputes

- .1 The Agreement shall be governed by and construed in accordance with Ethiopia. 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 the English languages in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in a location mutually agreed.
- .2 In the performance of statutory certification survey and functions hereunder, **IRS**, 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 by a court of law on the State of the Administration for loss or damage to property or personal injury or death, which is proved in that court of law to have been caused by wilful misconduct, or omission by **IRS**, its officers, employees or others who act on behalf of **IRS** under this Agreement, the Administration is entitled to seek compensation from **IRS** up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of **IRS**.
- .2 While acting for the Administration under this Agreement **IRS** shall be free to create contracts directly with its clients and such contracts may contain **IRS**'s normal contractual conditions for limiting its legal liability. The Administration further permits **IRS** to include its standard terms and conditions on all certificates, reports or other documents issued by **IRS** pursuant to this Agreement.

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 90 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 the later date of the signature indicated below.

IN WITNESS WHEREOF the undersigned, duly authorised by the parties have signed this Agreement, on the dates indicated below:


.....

Chief Executive Officer (CEO)
For: **International Register of Shipping Inc.**


.....

Director General (DG)
For: - **Ethiopian Maritime Affairs Authority**

Date: 7-10-20

Date: 02/10/20

Annex 1

SCOPE OF AUTHORIZATION REQUESTED

S. No	Certificate or Document	Instrument/Reference	Scope of Authorization (See Legend below for explanation)			
			A	S	C	E
1	International Tonnage Certificate (1969)	Tonnage Convn.1969, art. 7	Y	Y	Y	-
2	International Load Line Certificate	LL Convn. 66 & Protocol 88, art. 18	Y	Y	Y	Y
3	International Load Line Exemption Certificate	LL Convn. 66 & Protocol 88, art. 18	Y	Y	Y	Y
4	Intact Stability Booklet	SOLAS 74, Reg. II-1/22 & LL Protocol 88, Reg 10	Y	-	-	-
5	Damage Control Booklets	SOLAS 74, Reg II-1/23,23-1,25-8	Y	-	-	-
6	International Oil Pollution Prevention Certificate	MARPOL 73/78, Annex I, Reg. 5	Y	Y	Y	Y
7	Shipboard Oil Pollution Emergency Plan	MARPOL 73/78, Annex I, Reg. 26	Y	-	-	-
8	Garbage Management Plan (Non- Mandatory Approval)	MARPOL 73/78, Annex V, Reg. 9	Y	-	-	-
9	Cargo Securing Manual	SOLAS 74 1974, Reg. VI/5, VII/6;MSC/Circ. 745	Y	-	-	-
10	Document of Compliance	SOLAS 1974, Reg IX/4;ISM Code Para 13	Y	Y	Y	Y
11	Safety Management Certificate	SOLAS 1974, Reg IX/4;ISM Code Para 13	Y	Y	Y	Y
12	Passenger ship Safety Certificate	SOLAS 74/88, Reg I/12	Y	Y	Y	Y
13	Search and Rescue Cooperation Plan	SOLAS 74, Reg VI/15(c)	Y	-	-	-
14	Decision Support System for Masters (Non Mandatory Approval)	SOLAS 74 Reg III /24-4	Y	-	-	-
15	Cargo Ship Safety Construction Certificate	SOLAS 74/88, Reg I/12	Y	Y	Y	Y
16	Cargo Ship Safety Equipment Certificate	SOLAS 74/88, Reg I/12	Y	Y	Y	Y
17	Cargo Ship Safety Radio Certificate	SOLAS 74/88, Reg I/12	Y	Y	Y	Y
18	SOLAS Exemption Certificate	SOLAS 74/88, Reg I/12	-	-	P	-
19	Document of Compliance with the Special Requirements for Ships Carrying Dangerous Goods	SOLAS 74/88, Reg II-2/19	Y	Y	Y	Y
20	Document of Authorization for the Carriage of Grain in Bulk	SOLAS 1974, Reg VI/9; Grain Code, sec.3	Y	Y	Y	Y
21	Solid Bulk Cargo Booklet (Non Mandatory Approval)	SOLAS 74, Reg. VI/7; BLU Code	Y	-	-	-
22	International Pollution Prevention Certificate for the Carriage of Noxious Liquid substances in Bulk (NLS Certificate)	MARPOL 73/78, Annex. II, Reg 12, 12a	Y	Y	Y	Y
23	Procedures and	MARPOL 73/78 Annex II, Reg 5,5A,	Y	-	-	-




	Arrangements Manual	8				
24	Shipboard Marine Emergency Pollution Plan for Noxious Liquid Substances	MARPOL 73/78 Annex II, Reg 16	Y	-	-	-
25	Certificate of Fitness for Carriage of Dangerous Chemicals in Bulk	BCH Code Sec. 1.6	Y	Y	Y	Y
26	International Certificate of Fitness for Carriage of Dangerous Chemicals in Bulk	IBC Code Sec. 1.5	Y	Y	Y	Y
27	Certificate of Fitness for Carriage of liquefied Gases in Bulk	GC Code Sec 1.6	Y	Y	Y	Y
28	International Certificate of Fitness for Carriage of liquefied Gases in Bulk	IGC Code Sec. 1.5	Y	Y	Y	Y
29	High Speed Craft Safety Certificate	SOLAS 74 Reg X/3; HSC Code Para 1.9	Y	Y	Y	Y
30	Permit to Operate High Speed Craft	HSC Code Para 1.9	Y	Y	Y	Y
31	International Certificate of Fitness for Carriage of INF Cargo	INF Code Para 1.3	Y	Y	Y	Y
32	Special Purpose Ships Safety Certificate	SOLAS 74/88 Reg. I/12; IMO Res. A534(13)	Y	Y	Y	Y
33	Certificate of Fitness for Offshore Support Vessels	MARPOL 73/78 Annex. II Reg 13(4); IMO Res. A 673(16)	Y	Y	Y	Y
34	Diving System Safety Certificate	IMO Res. A 536(13)	Y	Y	Y	Y
35	Dynamically Supported Craft Construction and Equipment Certificate	IMO Res. A 373(X)	Y	Y	Y	Y
36	MODU Safety Certificate	IMO Res. A 414(XII); A 649(16), Sec. 1.6	Y	Y	Y	Y
37	International Air Pollution Prevention Certificate	MARPOL 73/78 Annex VI, Reg 6	Y	Y	Y	Y
38	International Sewage Pollution Prevention Certificate	MARPOL 73/78 Annex IV, Reg 4	Y	Y	Y	Y
39	Garbage Pollution Prevention Certificate (Non Mandatory)	MARPOL 73/78, Annex V	Y	Y	Y	Y
40	Certificate of Compliance under IMSBC Code	IMSBC Code	Y	Y	Y	Y
41	Document of Compliance with Code of Safe Practice for Cargo Stowage and Securing	IMO Res. A 714(17)	Y	Y	Y	Y
42	Document of Compliance with Code of Safe Practice for Carrying Timber Deck Cargoes	IMO Res. A 715(17)	Y	Y	Y	Y
43	Document of Compliance with Caribbean Cargo Ship Safety Code	Caribbean Cargo Ship Safety Code	Y	Y	Y	Y
44	Cargo Ship Safety Certificate for Vessels<500 GRT or equivalent Safety Certificates	National Regulations or equivalent	Y	Y	Y	Y
45	Type Approval of Life Saving Appliances (As Necessary)	Res. MSC 48(66)	Y	Y	Y	-
46	International Ship Security Certificate & SSP	ISPS Code, Part A, Sec 19	Y	Y	Y	Y
47	Crew Accommodations	ILO Convention 92,153	Y	Y	Y	
48	Cargo Gear	ILO Convention 152	Y	Y	Y	Y
49	Minimum Standards in Merchant Ships	ILO Convention 147	Y	Y	Y	
50	Statement of Compliance with any other applicable regulations (E.g. New	As applicable	Y	Y	Y	Y

	requirements entered in to force), relating to aspects covered by the instruments referred to in this document.					
51	Pleasure Vessel Safety Certificate	As per national requirement	Y	Y	Y	Y
52	International Anti-fouling System Certificate	AFS Convention, Annex 4, Reg 1,2,3	Y	Y	Y	Y
53	Fishing Vessel Safety Certificate	As per national requirement	Y	Y	Y	Y
54	Exemption Certificate under any of the instruments referred in this document				P	
55	Type Approval of Containers	International Convention for Safe Containers (CSC) 1972 as amended	Y	Y	Y	Y
56	Special Purpose Ship Safety Certificate	Code of Safety Special Purpose Ships – SPS Code 2008.	Y	Y	Y	Y
57	VOC Management Manual	Marpol Annex IV Reg. 15	Y	-	-	-
58	Ship to Ship (STS) Plan	Marpol Annex 1 Reg. 41	Y	-	-	-
59	Maritime Labour Certificate under MLC 2006	ILO- MLC 2006	Y	Y	Y	Y
60	International Energy Efficiency Certificate	Marpol Annex VI Regulation 5.4	Y	Y	Y	Y
61	International Ballast Water Management Certificate	BWM Convention	Y	Y	Y	Y
62	Ballast Water Management Plan	BWM Convention	Y	Y	Y	Y
Legend:						
A	Review and Approval of Plans, Manuals, Documents, etc as required by the instrument in reference or as part of the certification requirements					
S	Initial, Periodical, Renewal. Annual and Intermediate surveys, assessments or audits as required by the Instrument in Reference					
C	Issuance of provisional and final certificate on behalf of the flag after completion of required surveys.					
E	Annual, Intermediate and/or Periodical Endorsements of the as required by the relevant instrument after completion of respective survey					
Y	Fully Authorized to do these functions and maintain relevant records. Reporting to administration as required by the written agreement.					
P	May issue a provisional certificate and final certificate will be issued by the administration after review.					

Agreed with effect from the later of the dates indicated below.

.....
 Chief Executive Officer (CEO)
 For: **International Register of Shipping Inc.**

.....
 Director General (DG)
 For: - **Ethiopian Maritime Affairs Authority**

Date: 7-10-20

Date: 08/10/20

Appendix 2

**To the AGREEMENT GOVERNING THE DELEGATION OF STATUTORY
CERTIFICATION SERVICES FOR VESSELS REGISTERED IN
Ethiopia
and
International Register of Shipping Inc.**

REPORTING TO THE ADMINISTRATION

International Register of Shipping Inc. agrees to report to the Administration information pertaining to services performed pursuant to this agreement as follows:

1. IRS either provides user name and password to access the IRS database for registered vessels data or provide an electronic copy of each full term certificate issued/endorsed on behalf of the Administration through the online service system provided by International Register of Shipping.
2. Provide with information of such cases had been authorized as per special requirements and as is established in the authorization provided by the EMAA.
3. Provide with communication related with the Classification of ships (assignment of class, changes and withdrawals) as applicable;
4. Provide with information of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or person on board or presenting unreasonable threat of harm to the marine environment;
5. Provide with information on all overdue surveys, overdue recommendations or overdue conditions of class, operating conditions or operating restrictions issued against their classed ships that shall be made available upon request of the EMAA.
6. Provide a copy of the latest editions of the International Register of Shipping Rules for the Survey and Construction in English language.
7. Cooperation in connection with development of rules and/or regulations – liaison meetings.

Agreed with effect from the later of the dates indicated below.

.....

Chief Executive Officer (CEO)

For: **International Register of Shipping Inc.**

Date: 07-10-20

.....

Director General (DG)

For: - **Ethiopian Maritime Affairs Authority**

Date: 07/10/20