

CONTRACTNUMBER: SI 30/6/662

**AGREEMENT GOVERNING THE PERFORMANCE OF STATUTORY SURVEY SERVICES FOR SHIPS REGISTERED IN THE KINGDOM OF THE NETHERLANDS BETWEEN THE COUNTRIES, CONSTITUTING THE KINGDOM OF THE NETHERLANDS, AND RECOGNIZED ORGANISATION**

This agreement, pursuant to Netherlands Law and in compliance with the Council Directive 94/57/EC of 22 November 1994 on "Common rules and standards for ship inspection and survey organisations and for the relevant activities of maritime administrations", is between the Netherlands, the Netherlands Antilles and Aruba, constituting the Kingdom of the Netherlands, hereinafter referred to as "the NSI", the undersigned being authorized thereto by the Minister of Transport, Public Works and Watermanagement of the Netherlands, the Minister of Traffic and Transport of the Netherlands Antilles and the Minister of Transport, Communication and Utilities of Aruba, and the recognized organisation with its offices in London, England, hereinafter referred to as "RO", with respect to the performance of marine statutory survey services.

**0 Definitions**

- 0.1 Council Directive: Council Directive 94/57/EC of 22 November 1994 on "Common rules and standards for ship inspection and survey organisations and for the relevant activities of maritime administrations", (OJ-Lno/319,1994).
- 0.2 Ships: unless stated otherwise "ships" are ships, fishing vessels and mobile offshore drilling units registered in the Kingdom of the Netherlands and flying its flag.
- 0.3 NSI:
- i) Head of the Netherlands Shipping Inspectorate at Rotterdam, in relation to ships registered in the Netherlands and in relation to ships registered in the Netherlands Antilles or Aruba and for which the operational management office is located in the Netherlands;
  - ii) the Netherlands Antilles Shipping Inspectorate at Willemstad, Curaçao, in relation to ships registered in the Netherlands Antilles and for which the operational management office is located in the Netherlands Antilles;
  - iii) The Shipping Inspectorate of Aruba at Oranjestad, Aruba in relation to ships registered in Aruba and for which the operational management office is located in Aruba.
- 0.4 RO: the organisation recognized as meant in the Council Directive and authorized by the Minister of Transport, Public Works and Watermanagement of the Netherlands to perform statutory survey services.
- 0.5 Owner: owner of the ship or any other organisation or person such as the manager, or the bareboat charterer, who has assumed the responsibility for operation of the ship from the shipowner.
- 0.6 administration: the administration of the Netherlands, the Netherlands Antilles or Aruba

**1. Purpose**

- 1.1 RO is authorized to perform on behalf of the NSI statutory survey services on ships registered in the Kingdom of the Netherlands and classed with RO. The purpose of this agreement is to define the scope, terms, conditions and requirements of the authorization.

## **2. General Conditions**

- 2.1 The Netherlands Office of RO is the focal point for the implementation of this agreement.
- 2.2 Statutory survey services comprise the assessment of ships classed with RO in order to determine the compliance of such ships with the applicable requirements of the international conventions, codes and national requirements (hereinafter referred to as "applicable instruments") related to the certification as set out in the annex hereto.
- 2.3 In order to ensure effective accountability, all statutory survey services undertaken on behalf of the NSI must be undertaken by exclusive surveyors of RO.  
Where RO is not able to offer statutory survey services by exclusive surveyors, then another recognised organisation may, with the full knowledge and consent of RO, render such services on request of the NSI. Exceptionally, by prior agreement a non-exclusive surveyor may be accepted.
- 2.4 In so far as services covered by this agreement are concerned, RO agrees to co-operate with Port State Control officers to facilitate the rectification of reported deficiencies or other discrepancies on behalf of the NSI when so requested by the NSI. RO shall report to the NSI in accordance with the annex, 5.17, 5.18 and 5.19.  
With respect to co-operation with Port State Control services the reporting procedure applies also to foreign flag ships in ports of the Kingdom of the Netherlands.
- 2.5 Statutory survey services rendered by RO within the scope of the annex to this agreement, shall be accepted as if these services were rendered by the NSI, provided that RO maintains in compliance with the provisions of the annex to Council Directive.
- 2.6 The issuance of statutory certificates is the sole responsibility of the NSI.
- 2.7 Authorization for services outside the scope of the annex to this agreement will be dealt with as mutually agreed on a case-by-case basis.
- 2.8 RO shall endeavour to avoid undertaking activities which may result in a conflict of interests.  
RO or any person in his capacity as an employee of RO shall not survey ships for which it is or has been involved in other way than according to its own rules and regulations.

## **3. Interpretations, Equivalent 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 NSI, RO will co-operate in their establishment as necessary.  
Granting exemptions from the requirements of the applicable instruments is the prerogative of the NSI.
- 3.2 RO acknowledges that it has no authority to grant exemptions, issue exemption certificates or waive statutory requirements in regard to statutory surveys carried out under this agreement.
- 3.3 The NSI reserves the right to suspend, cancel or revoke any document or approval issued by RO pursuant to this agreement. The NSI will inform RO accordingly.

3.4 In instances where, temporarily, the requirements of an applicable instrument cannot be met under extraordinary circumstances the RO surveyor will specify, after consulting with, and obtaining approval from the NSI, such measures or supplementary equipment as may be available to permit the ship 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 NSI such information at such frequency as agreed between RO and the NSI, as delineated in the annex to this agreement.

4.2.1 The NSI shall be granted access free of charge to all plans and documents including reports on surveys by RO and to all relevant information concerning ships covered by this agreement. This includes direct access to relevant data banks but does not include associated hardware or telecommunication charges.

4.2.2 RO will send, free of charge, **one copy** of its regulations applicable to ships at any time.

4.2.3 RO regulations, rules, instructions and report forms shall be written in English.

4.3.1 The NSI will provide RO with all necessary documentation for the purpose of RO's provision of statutory certification services.

4.3.2 The NSI will send, free of charge, **one copy** of the relevant regulations and instructions to RO.

4.4.1 When developing new rules and in the case of amendments to existing rules affecting inspections and surveys, in accordance with this agreement, RO shall inform the NSI 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 NSI.

4.4.2 Similarly, the NSI shall advise 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.

4.5 RO and the NSI, recognizing the importance of technical liaison, agree to co-operate towards this end and maintain an effective dialogue.

4.6.1 If a ship in classification changes class from one of the recognized organisations to RO then 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 organisation. The structural and operational limitations of the ship shall be checked and agreed to by RO. Outstanding recommendations given by the previous organisation shall be followed up by RO within the time limits given by the previous organisation. The procedures above shall be carried through before assignment of class to a ship. Any dispute over time limits shall be referred to the NSI for a final decision.

4.6.2 If the ship is not classified with a recognized organisation, the

procedure is to be obtained from the NSI.

- 4.6.3 When a ship is withdrawn or rejected from class, the NSI shall be notified by RO. Such notification shall include brief details of the reason for withdrawal of class, the name of the owner and the latest known address of the owner

## **5. Supervision**

- 5.1 The NSI will be given the opportunity to satisfy itself that RO's quality system continues to comply with the requirements of the annex to the Council Directive.
- 5.2 The NSI will recognize audits of RO's quality system carried out in accordance with the rules and regulations in force.
- 5.3.1 The NSI shall satisfy itself that the functions authorized to RO are effectively carried out by performing random inspections in order to control ships and to review the work of RO.
- 5.3.2 The local RO representative will be invited to attend the inspection, if time and circumstances permit. If there are any deficiencies the master will receive a list of recommendations. The master will be required to report to RO regarding the implementation of the recommendations relating to RO's authorization within the time limit specified.
- 5.3.3 RO shall verify that the deficiencies as mentioned in 5.3.2 have been rectified and report to the NSI.
- 5.3.4 RO undertakes to assist the NSI in carrying out random inspections and verifications at RO's survey station, on ships and at shipyards.

## **6. Other Conditions**

### **6.1 Remuneration**

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

### **6.2 Confidentiality**

Parties shall undertake those measures to assure confidentiality in relation to information of which parties know or reasonably may know that publication, other than based upon legislation, is not permitted.

### **6.3 Amendments and periodical evaluation**

- 6.3.1 Amendments to this agreement and annex will become effective only after consultation and written agreement between the NSI and RO. Amendments may be published as an attachment to the agreement or annex.
- 6.3.2 RO and the NSI shall have periodical meetings to evaluate the effectiveness of this agreement.

### **6.4 Governing Law and Settlement of Disputes**

- 6.4.1 If there is a dispute regarding the interpretation or execution of this agreement, the NSI and RO shall do their utmost to smooth their controversy in concert. If they do not succeed, the dispute shall be referred to the competent court in The Hague (the Netherlands).

A dispute is recognized as such if one of the parties notifies the other by registered letter thereof.

6.4.2 The agreement shall be governed by and construed in accordance with the laws of the Netherlands.

## **6.5 Liability**

6.5.1 If liability arising out of any incident is finally and definitely imposed by a court of law on 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 a willful act or omission of the RO, its bodies, employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO to the extent said loss, damage, injury or death is, as decided by that court, caused by the RO

6.5.2 If liability arising out of any incident is finally and definitely imposed by a court of law on the administration for personal injury or death, which is proved in that court of law to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO, to the extent said personal injury or death is, as decided by that court, caused by the RO, up to but not exceeding an amount of USD 5 million (five million US dollars).

6.5.3 If liability arising out of any incident is finally and definitely imposed by a court of law on the administration for loss or damage to property, which is proved in that court of law to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO, to the extent said loss or damage is, as decided by that court, caused by the RO up to but not exceeding an amount of USD 2.5 million (two million five hundred thousand US dollars)

6.5.4 Neither party shall be liable to the other for any special, indirect or consequential losses or damages resulting from or arising out of services performed under this agreement, including without limitation loss of profit, loss of production, loss of contract, loss of use, business interruption or any other special, indirect or consequential losses suffered or incurred by any other party howsoever caused.

6.5.5 Without prejudice to what is stated above, for any claim arising out of the RO's performance or non-performance under this agreement, the RO, its officers, employees, agents or others who act on behalf of the RO, shall be entitled to the same defences (including but not limited to any immunity from or limitation of liability) as would be available to the administration's own personnel if they had performed the work themselves.

6.5.6 If the administration is summoned or is expected to be summoned to answer for such liability as mentioned above in this article, the RO shall be informed without undue delay. The administration shall for information purposes, send all claims, documents and other relevant material to the RO. The RO shall be entitled to provide support and/or participate in the defence of such claim, if the RO, in its own discretion, deems it necessary or appropriate. If the administration fails to plead all available defensive measures then the RO shall not be required to indemnify the administration in accordance with sub-clauses 6.5.1, 6.5.2, 6.5.3 above.

6.5.7 The administration shall not enter into any commitment or agreement,

which involves acceptance of such liability as mentioned in sub-clause 6.5.1, 6.5.2, or 6.5.3 above, without the prior written consent of the RO.

6.5.8 While acting for the administration under this agreement, the RO shall be free to create contracts directly with its clients and such contracts may contain RO's normal contractual conditions for limiting its legal liability. The administration further permits the RO to include its standard terms and conditions on all certificates, reports or other documents issued by the RO pursuant to this agreement.

6.5.9 For the avoidance of doubt, nothing contained herein shall create or is intended to create any new cause of action in favour of the administration or third parties.

6.5.10 The RO shall effect adequate policies of insurance against any liabilities aforesaid and keep such policies in force during the the continuance of this agreement. The RO shall produce satisfactory evidence of such policies upon the request of the administration.

6.6 Non fulfilment caused by force majeure

6.6.1 If any party is not able to fulfil c.q. not fulfilling his obligations under the agreement for a period of more than three months due to force majeure, the other party is entitled to terminate the agreement out of court by means of a registered letter with immediate effect without any right to indemnity.

6.6.2 Force majeure causes will in any case not include: strikes at RO, the shortage of personnel at RO, the illness of personnel or liquidation c.q. solvability problems at RO.

## **6.7 Termination**

6.7.1 If this agreement is breached by one of the parties, the other party will notify the violating party of its breach in writing by registered letter to allow the notified party the opportunity to remedy the breach within 30 days, failing which the notifying party has the right to terminate the agreement immediately.

6.7.2 Notwithstanding the provisions of the other clauses of this agreement, the NSI is entitled without giving notice in writing to RO to terminate the agreement out of court by a registered letter in case RO:

- applies for or shall have a receiver, administrative receiver or liquidator (including a provisional liquidator) appointed;
- will be the subject of an equivalent act of insolvency under the law governing RO or a court of competent jurisdiction shall make an order to that effect;
- shall pass a resolution for winding-up (otherwise than the purpose of a bona fide scheme of solvent amalgamation or reconstruction);
- shall cease or threaten to cease to carry on business;
- otherwise not being able to observe the obligations under this agreement.

6.7.3 This agreement may be terminated by either party by giving the other party 12 months written notice.

6.7.4 This agreement will terminate in case of withdrawal of the recognition or the authorization.

6.7.5 If the agreement is terminated then each party shall hand over within 14 days to the other party all documents and information relevant to statutory survey services covered by this agreement.

**7. This agreement commences on 21st November 1996.**

Rotterdam, 21st November 1996

On behalf of the Netherlands,  
the Head of the  
Netherlands Shipping Inspectorate,

On behalf of RO  
Europe Ltd.,  
the President,

ir H.G.H. ten Hoopen

On behalf of the Netherlands Antilles,  
the Head of the Shipping Inspectorate  
of the Netherlands Antilles,

R.E. Britt

On behalf of Aruba, the Head of the  
Netherlands Shipping Inspectorate,

ir H.G.H. ten Hoopen

In the "Agreement governing the performance of statutory survey services for ships registered in the Kingdom of the Netherlands between the countries, constituting the Kingdom of the Netherlands and RO" signed on 26 November 1996 the following amendments are applicable.

## **0 Definitions**

0.3: editorial revision

NSI:

- i) Head of the Netherlands Shipping Inspectorate at Rotterdam, in relation to ships registered in the Netherlands and in relation to ships registered in the Netherlands Antilles or Aruba and for which the operational management office is located in the Netherlands;
- ii) the Netherlands Antilles Shipping Inspectorate at Willemstad, Curaçao, in relation to ships registered in the Netherlands Antilles and for which the operational management office is located in the Netherlands Antilles;
- iii) The Shipping Inspectorate of Aruba at Oranjestad, Aruba in relation to ships registered in Aruba and for which the operational management office is located in Aruba.

To be added:

0.6 administration: the administration of the Netherlands, the Netherlands Antilles or Aruba

**4.2.2 and 4.3.2:** "two copies" to be replaced by "one copy"

### **6.3.1**

Following sentence to be added: "Amendments may be published as an attachment to the agreement or annex".

## **6.5 Liability**

Complete paragraph to be replaced by following text:

6.5 Liability

- 6.5.1 If liability arising out of any incident is finally and definitely imposed by a court of law on 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 a willful act or omission of the RO, its bodies, employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO to the extent said loss, damage, injury or death is, as decided by that court, caused by the RO
- 6.5.2 If liability arising out of any incident is finally and definitely imposed by a court of law on the administration for personal injury or death, which is proved in that court of law to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO to the extent said personal injury or death is, as decided by that court, caused by the RO, up to but not exceeding an amount of USD 5 million (five million US dollars).
- 6.5.3 If liability arising out of any incident is finally and definitely imposed by a court of law on the administration for loss or damage to property, which is proved in that court of law to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO, the administration shall be entitled to indemnification from the RO, to the extent said loss or damage is, as decided by that court, caused by the RO up to but not exceeding an amount of USD 2.5 million (two million five hundred thousand US dollars)
- 6.5.4 Neither party shall be liable to the other for any special, indirect or consequential losses or damages resulting from or arising out of services performed under this agreement, including without limitation loss of profit, loss of production, loss of contract, loss of use, business interruption or any other special, indirect or consequential losses suffered or incurred by any other party howsoever caused.
- 6.5.5 Without prejudice to what is stated above, for any claim arising out of the RO's performance or non-performance under this agreement, the RO, its officers, employees, agents or others who act on behalf of the RO, shall be entitled to the same defences (including but not limited to any immunity from or limitation of liability) as would be available to the administration's own personnel if they had performed the work themselves.
- 6.5.6 If the administration is summoned or is expected to be summoned to answer for such liability as mentioned above in this article, the RO shall be informed without undue delay. The administration shall for information purposes, send all claims, documents and other material to the RO. The RO shall be entitled to provide support and/or participate in the defence of such claim, if the RO, in its own discretion, deems it necessary or appropriate. If the administration fails to plead all available defensive measures



then the RO shall not be required to indemnify the administration in accordance with sub-clauses 6.5.1, 6.5.2, 6.5.3 above.

- 6.5.7 The administration shall not enter into any commitment, which involves acceptance of such liability as mentioned in sub-clause 6.5.1, 6.5.2, or 6.5.3 above, without the prior written consent of the RO.
- 6.5.8 While acting for the administration under this agreement, the RO shall be free to create contracts directly with its clients and such contracts may contain RO's normal contractual conditions for limiting its legal liability. The administration further permits the RO to include its standard terms and conditions on all certificates, reports or other documents issued by the RO pursuant to this agreement.
- 6.5.9 For the avoidance of doubt, nothing contained herein shall create or is intended to create any new cause of action in favour of the administration or third parties.
- 6.5.10 The RO shall effect adequate policies of insurance against any liabilities aforesaid and keep such policies in force during the the continuance of this agreement. The RO shall produce satisfactory evidence of such policies upon the request of the administration.

## **Annex to the Agreement**

### **3.1**

To be added:

- HSSC Protocol of 1988 relating to the International Convention for the Safety of Life at Sea, 1974
- ILO 152: Occupational Safety and Health (Dock Work) Convention, 1979

### **3.2**

"as amended" to be added in title of following resolutions: A.414, A.534, A.649, A. 744 and A. 746.

Resolutions A. 718 and 745: to be deleted

Following to be added:

Res.A 673: Guidelines for the transport and handling of limited amounts of hazardous and noxious liquid substances in bulk on offshore support ships, as amended

Res.A 741: International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), as amended

Res. A 748: Code for the safe carriage of irradiated nuclear fuel, plutonium and high-level radioactive wastes in flasks on board ships, as amended (INF code)

Res. A 863: Code of Safe Practice for the carriage of cargoes and persons by offshore supply vessels (OSV Code)

Res. MSC 36(63): International Code of Safety for High-Speed Craft (HSC Code)

### **3.3 National regulations**

To be added:

- Occupational Safety & Health Law

#### **4.1.1 Plan Approval**

"Notice to Shipping 235/1988 and Marine Pollution Notice to Shipping 8/1987, as amended" to be replaced by "list as published in NSI circulaire and Marine Pollution Ministerial Regulation 2.5".

#### **4.1.2 Surveys**

After "IMO Res.A 746 "Survey guidelines under the harmonized system of survey and certification" to be added "as amended".

After "RO is not authorized to perform safety radio surveys" to be added "in the Netherlands, Aruba and the Netherlands Antilles".

#### **4.3.2 Survey and certification**

To be changed "HSSC guidelines, edition January 1996" into "HSSC guidelines, edition April 2000".

To be deleted: or "Guidelines for survey and certification of classed ships, as per July 1<sup>st</sup> 1987, edition January 1987".

#### **4.4.2 Cargo gear and other lifting gear**

First paragraph to be replaced by:

"RO is authorized to survey lifting gear and cargo gear in compliance with ILO 152, as implemented in Occupational Safety & Health Order and as described in the authorization by Ministry of Social Affairs and Employment. Further guidelines are provided in NSI circular letter nr.28."

Second paragraph: "may carried out" to be replaced by "are carried out".

#### **4.4.3 Prototype and production testing of equipment**

Existing paragraph to be replaced by:

"As a notified body in compliance with directive 96/98/EC Marine Equipment, RO is authorized to test and issue conformity certificates for A1 equipment.

RO is also authorized to carry out prototype tests of A2 and other equipment requiring a type approval.

However, NSI will issue the type approval certificate, based on the RO testreport(s)."

#### **4.5.5 Unattended engine rooms**

After "to unattended engine rooms in ships" to be added "without unmanned engine room notation but".

### **Reporting procedures**

5.5

End of first sentence after "and/or national" to be added "or class".

After this sentence new paragraph:

"In case of ships with "unmanned engine room" notation RO shall immediately inform NSI when the notation is suspended or withdrawn. The same applies when in the course of a survey in accordance with paragraph 4.4.5 the installation is found to be substandard."

Sentence hereafter: after "the ship, persons on board, or" to be added "is presenting"

5.6

After first sentence to be added:

"Any outstanding recommendations and/or conditions of class shall be reported to NSI."

5.19

To be deleted, paragraph 5.20 to be renumbered 5.19.

### **Appendix A to the Annex of the Agreement**

Summary of relevant NSI publications and guidelines

2<sup>nd</sup> sentence: to be added "List of drawings, published in NSI circulaire no.29, replacing"

4<sup>th</sup> sentence: "Notice to Shipping 8/1987" to be replaced by "Ministerial Regulation 2.5"

6<sup>th</sup> sentence: "edition January 1996" to be replaced by "edition April 2000"

7<sup>th</sup> and 8<sup>th</sup> sentences to be deleted.

To be added: draft-Requirements for small ships, LL< 12m (Dutch version only)

Technical guidelines

1. "edition November 1995" to be replaced by "edition April 2000".

2 up to and inclusive 30, 35, 37 up to and inclusive 41 to be deleted.

Last paragraph revised accordingly:

2 up to and inclusive 6, 12, 13, 14 up to and inclusive 26, 27, 29, 31, 30, 34, 35 and 37 up to and inclusive 41 cancelled or not in use.

### **Appendix B**

To be replaced by following text:

Netherlands Shipping Inspectorate

P.O. Box 8634

300 AP Rotterdam visitor's address: 's Gravenweg 665

Central telephone and fax numbers

010-2668500

F 010- 2023424

*Other useful fax numbers*

Merchant Shipping

- Appointment other matters in relation to inspections

F 010-2022320

- Matters in relation to Port State Control:

F 010-2023520

- Approval of drawings:	F 010-2668626
- Matters in relation to Certificates	F 010-2022320
Policy Support and Advice:	F 010- 2022616
Fishery	F 010-2023616
Rhine and Inland Navigation	F 010-2023720
Manning Affairs	F 010-2022712
Casualty Investigation	F 010-2668698
Tonnage Measurement	F 010-2022609

**SHIPPING INSPECTORATE, NETHERLANDS ANTILLES**

Pletterijweg z/n  
Willemstad, Curacao

Telephone: 5999 4612361/4611421  
Fax: 5999 4612964

**SHIPPING INSPECTORATE, ARUBA**

L.G. Smith Boulevard 94  
telephone: 297-8 35192  
" 32562  
Fax : " 35221

To  
-

Contact  
H.A. de Rooy  
Date  
20 March 2001  
Our reference  
SI-20.401/01/BA  
Subject  
correction agreement

Telephone  
630  
Enclosure(s)  
4  
Your reference  
-

Dear Sir,

To my regret an error has occurred in the Attachment to Agreement nr. In the Annex to the Agreement paragraph 4.1.2 Surveys in the sub-paragraph regarding the safety construction surveys the "inclining test" and "in engineroom in" should have been deleted, as the authorization of these surveys was one of the reasons to amend the agreement. The consolidated edition is correct.

In order to rectify this error I herewith send you a corrected page 3 of the Attachment, in four fold.

I kindly request you to initial these pages and to return three copies to this office.

Finally, I do apologize for this inconvenience.

Yours sincerely,

HEAD SHIPPING INSPECTORATE,

ir. H.G.H. ten Hoopen

cc. I, Fpi, O&E

**ANNEX**

TO THE AGREEMENT (CONTRACTNUMBER SI 30/6/662) GOVERNING THE PERFORMANCE OF STATUTORY SURVEY SERVICES FOR SHIPS REGISTERED IN THE KINGDOM OF THE NETHERLANDS BETWEEN THE COUNTRIES, CONSTITUTING THE KINGDOM OF THE NETHERLANDS, AND RO

SCOPE OF AUTHORIZATION, APPLICABLE INSTRUMENTS, SURVEY AND REPORTING PROCEDURES

**1 Definitions**

- 1.1 Ships: unless stated otherwise "ships" are ships, fishing vessels and mobile offshore drilling units registered in the Kingdom of the Netherlands and flying its flag.
- 1.2 Owner: owner of the ship or any other organisation or person such as the manager, or the bareboat charterer, who has assumed the responsibility for operation of the ship from the shipowner.

**2 Scope of authorization**

- 2.1 RO is authorized to carry out statutory survey services in compliance with the applicable instruments mentioned in this annex, on behalf of NSI on ships classed with RO.  
The assessment of shore-based and shipboard safety management systems in compliance with the ISM Code is not limited to ships classed with RO.
- 2.2 Issue of all statutory certificates is reserved to the Head of the Netherlands Shipping Inspectorate (NSI).

**3 Applicable instruments**

3.1 International conventions in force:

- International Convention on Load Lines, 1966, as amended
- International Convention for the Safety of Life at Sea, 1974, as amended
- **HSSC Protocol of 1988 relating to the International Convention for the Safety of Life at Sea, 1974**
- International Convention for the Prevention of Pollution from ships 1973/78, as amended
- International Convention on Tonnage Measurement of Ships, 1969, as may be amended
- Convention on the International Regulations for Preventing Collisions at Sea, 1972, as amended.
- **ILO 152: Occupational Safety and Health (Dock Work) Convention,**

1979

3.2 Codes and resolutions implemented or adopted by the Kingdom of the Netherlands:

- Res.A 373: Code of Safety for Dynamically supported craft, as amended
- Res.A 414: Code for the construction and equipment of Mobile

Offshore Drilling Units, **as amended**

- Res.A 494: Revised interim scheme for tonnage measurement for certain ships
- Res.A 534: Code of Safety for Special Purpose Ships, **as amended**
- Res.A 649: Code for the construction and equipment of Mobile Offshore Drilling Units, **as amended**
- **Res.A 673: Guidelines for the transport and handling of limited amounts of hazardous and noxious liquid substances in bulk on offshore support ships, as amended**
- ~~{- Res.A 718 and 745: Early implementation of the harmonized system of survey and certification}~~
- **Res.A 741: International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), as amended**
- Res. A 744: Guidelines on the enhanced programme of inspections during surveys of bulk carriers and oil tankers, **as amended**
- Res. A 746: Survey guidelines under the harmonized system of survey and certification, **as amended**
- **Res. A 748: Code for the safe carriage of irradiated nuclear fuel, plutonium and high-level radioactive wastes in flasks on board ships, as amended (INF code)**
- Res. MSC 7(48): Recommendation for chemical tankers and gas carriers, constructed before 1 July 1986.
- **Res. A 863: Code of Safe Practice for the carriage of cargoes and persons by offshore supply vessels (OSV Code)**
- **Res. MSC 36(63): International Code of Safety for High-Speed Craft (HSC Code)**

### 3.3 National regulations

- Shipping Act and Shipping Order 1965, including Notices to Shipping
- Fishing Vessels Order, including Notices to Fishing Vessels
- Act and Orders for the Prevention of Pollution by ships, including Marine Pollution Notices to Shipping.
- **Occupational Safety & Health Law**
- Guidelines as per list (appendix A)

### **SURVEY AND REPORTING PROCEDURES**

RO shall perform statutory survey services in compliance with the following survey and reporting procedures.

#### **4 Survey procedures**

The Netherlands' office of RO is the contact address for the NSI. All requests, directives, correspondence etc. shall be mailed to this office.  
The survey procedures are applicable to all ships, irrespective of tonnage.

#### 4.1 Newbuilding

##### 4.1.1 Plan approval

In accordance with **list as published in NSI circulaire no.29 and Marine Pollution Ministerial Regulation 2.5, as amended**, RO shall assess drawings. If applicable, RO shall apply the NSI requirements or interpretations. A copy of each approved drawing shall be sent to the NSI. For completely identical sisterships one set of drawings "as built" to be submitted after completion of the vessel. Exemptions of requirements may only be granted after consent of the NSI.

##### 4.1.2 Surveys

With regard to statutory surveys reference is made to IMO Res.A 746 "Survey guidelines under the harmonized system of survey and certification", **as amended**.

RO is fully authorized to perform loadlines surveys.

RO is fully authorized to perform audits in accordance with ISM Code for the issue of Safety Management Certificate (SMC) and Document of Compliance (DOC)

RO is authorized to perform safety construction surveys with exception of:

- surveys of structural fireprotection, noise measurement, bilge suction system, provisions and equipment in relation to automation on the bridge
- provisions and equipment in relation to the carriage of dangerous goods, dry or liquid, in bulk or in packaged form

RO is not authorized to perform initial safety equipment surveys

RO is not authorized to perform safety radio surveys **in the Netherlands, Aruba and the Netherlands Antilles**

RO is not authorized to perform initial surveys in relation to Marpol equipment

RO's authorization for the survey of gas- and chemical tankers, mobile offshore drilling units, special purpose ships, high speed craft and dynamically supported craft in relation to the relevant codes, is similar to that of cargoships.

RO is not authorized for tonnage measurement.

In special circumstances RO may be authorized to perform all aforementioned surveys on a case-by-case basis.

#### 4.2 **Ships transferring to registry in the Kingdom of the Netherlands**

##### 4.2.1 Certificates and surveys

Essentially the statutory certificates of a ship transferring to registry in the Kingdom of the Netherlands, issued in compliance with international conventions, will be recognized. As a rule the NSI will survey the ship at the time of transfer and subsequently issue certificates. Depending on the status of surveys the validity of the current certificates may be adopted.

RO shall submit all required information, such as status of surveys, to the NSI.

If the NSI is not surveying the ship in transfer and new statutory



certificates can not be issued in time, RO may be requested to amend the current certificates prior to the issue of the official certificates in order to prevent undue delay. With regard to the continuation of validity of the current certificates or renewal of certificates at the time of transfer, RO shall act in accordance with the procedure for "existing ships".

#### 4.2.2 Plan approval

Assessment of drawings by RO of a ship transferring to registry in the Kingdom of the Netherlands is not required as long as the ship is not being converted.

The owner has to submit a limited number of drawings for approval by the NSI. Co-operation of RO is requested in case of a ship already classed by RO and the required drawings are not easily reproduceable by owner or shipyard.

RO shall submit a copy of the general arrangement drawing "as built and as it is".

If a ship is a new entry for RO a copy of the general arrangement drawing, stamped for "seen" or "noted", shall be submitted to NSI.

### 4.3 Existing ships

#### 4.3.1 Existing ships are ships already in service.

#### 4.3.2 Surveys and certification

RO is authorized to perform surveys and to endorse the relevant certificates in compliance with the applicable instruments.

Reference is made to NSI publications "HSSC guidelines, edition **April 2000**" as may be amended, which are issued as a guidance for RO surveyors.

RO is not authorized to amend or to correct certificates or to put recommendations on certificates other than in accordance with par.4.2.1, 5.6 and 5.8.

### 4.4 Miscellaneous

#### 4.4.1 Ship's elevators

RO is authorized to survey electrically driven elevators on ships. The survey shall be in compliance with the requirements of Notice to Shipping no. 294/1992.

#### 4.4.2 Cargo gear and other lifting gear

**RO is authorized to survey lifting gear and cargo gear in compliance with ILO 152, as implemented in Occupational Safety & Health Order and as described in the authorization by Ministry of Social Affairs and Employment. Further guidelines are provided in NSI circular letter nr.28.**

Periodical surveys of combination cranes (stores and lifesaving appliances) **are** carried out by RO. However, as part of the lifesaving equipment the NSI will perform the 5 yearly surveys.

#### 4.4.3 Prototype and production testing of equipment

**As a notified body in compliance with directive 96/98/EC Marine Equipment, RO is authorized to test and issue conformity certificates for A1 equipment.**

**RO is also authorized to carry out prototype tests of A2 and other equipment requiring a type approval. However, NSI will issue the type approval certificate, based on the RO testreport(s).**

#### 4.4.4 Medical equipment

Medical equipment on ships shall be surveyed as part of the annual safety equipment survey.

In accordance with Council Directive 92/29/EC of 31 March 1992 (OJ-

Lno/113,1992) the RO surveyor, being the "competent authority" shall countersign the relevant checklist when satisfied with the results of the survey.

4.4.5 Unattended enginerooms

As part of the periodical survey for endorsement of the safety certificate RO is authorized to perform surveys of the provisions and equipment in relation to unattended enginerooms in ships **without unmanned engineroom notation but** provided with a Safe Manning Document for "unmanned" engineroom.

5 **Reporting procedures**

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

5.2 The NSI shall provide RO with the reporting requirements with each special authorization .

5.3 The NSI shall be informed in writing when a final decision with regard to 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 deviations from RO's rules. The information shall also include full details of the owner, including telephone and facsimile numbers if available.

5.4 RO is to advise the NSI promptly, in writing, when RO suspends, withdraws, cancels, or seriously alters the operational limitations of its classification for a ship together with the reason(s) why such action was taken. Such advice shall include information of the owner including last known address.

5.5 RO shall immediately inform the NSI when, in the course of a survey, 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 or class requirements.

**In case of ships with "unmanned engineroom" notation RO shall immediately inform NSI when the notation is suspended or withdrawn. The same applies when in the course of a survey in accordance with paragraph 4.4.5 the installation is found to be substandard.**

If the ship, in the opinion of RO, is not fit to proceed to sea without danger to the ship, persons onboard, or **is presenting** an unreasonable threat of harm to the environment and, if corrective action is not taken to the satisfaction of RO, then RO shall immediately consult the NSI.

The NSI will decide on the follow-up actions to be taken and shall advise RO accordingly.

5.6 RO shall, as soon as possible after completing the surveys or audits performed in accordance with paragraphs 4.1, 4.2 and 4.3 of this annex, send the NSI 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. **Any outstanding recommendations and/or conditions of class shall be reported to NSI.** Further, a copy of general arrangement drawings shall be submitted for ships that have not been previously registered in the Kingdom of the Netherlands. RO shall forward a copy of all load line computations, conditions of assignment and load line certificates to the NSI.

If applicable, the NSI shall also be informed of any amendments made to

the conditions of load line assignment.  
The NSI forms 1, 2, 3 and 4 shall be used in connection with load lines.

5.7 RO shall immediately send a written notice to the owners

- × in the case of expired certificates
- × when the regular surveys have not been carried out.

The validity of a certificate expires if the required periodical surveys have not been carried out in time. After consultation with the NSI restoring of the validity date is possible in accordance with agreed procedure\*

5.8 RO shall inform the NSI of deficiencies or non-conformities preventing the endorsement of a certificate.

When not rectified within the required period, RO shall submit to NSI a copy of the notice written to the owners, stating the deficiencies and/or non-conformities, together with a report explaining further action taken.

5.9 Whenever a request for classification of a ship that will be or has been registered in the Kingdom of the Netherlands, is received, RO shall immediately inform the NSI.

5.10 The NSI shall be granted access upon request to all plans and documents including reports on surveys of ships registered in the Kingdom of the Netherlands.

5.11 RO shall inform the NSI, in accordance with agreed procedures\* by means of an agreed form, of surveys or audits for renewal and endorsements of the various certificates.

RO is requested until further notice to inform the NSI in advance when an audit in accordance with the ISM Code will be performed.

5.12 RO shall inform the NSI if, in exceptional circumstances, extension of in water period (postponement of the inspection of the outside of the ship's bottom) is considered to be appropriate.

5.13 RO shall inform the NSI, via agreed form, of any inspection of the outside of the ship's bottom. On request RO shall provide additional information.

5.14 RO shall inform the NSI without delay when a ship is applying for a survey because of structural damage (fire, collision etc.)

5.15 RO shall inform the NSI not only of the deficiencies of construction and equipment but also of the results of operational tests and exercises held as part of an annual safety survey, when it appears from the tests that the crew is unfamiliar with the equipment or insufficiently trained.

5.16 When reporting to NSI in relation to 5.5 and 5.8 RO shall add the codes (see appendix), which are used in the Paris Memorandum of Understanding on Port State Control. In this way it is easily possible to feed the NSI databank with the nature of deficiencies and discrepancies found on ships registered in the Kingdom of the Netherlands

5.17 RO shall co-operate with port state control administrations. RO shall inform the NSI of ships registered in the Kingdom of the Netherlands \*

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\* Reference is made to NSI publications "HSSC guidelines, edition April 2000", as may be amended

reported with deficiencies after a survey by a port state control administration outside the Kingdom of the Netherlands and for which RO was requested to facilitate the rectification of reported deficiencies or other discrepancies.

- 5.18 If, with respect to foreign flag ships inspected by the NSI in compliance with port state control, RO is requested by the NSI to facilitate the rectification of reported deficiencies or other discrepancies, RO shall submit the information as requested by the NSI for that particular ship.
- 5.19 Where in the agreement or this annex is indicated that contact should be made with the NSI, the Rotterdam office should be contacted. In case of a ship registered in the Netherlands Antilles (NA) or in Aruba and for which the operational management office is located in the Netherlands Antilles or Aruba, the office in Willemstad (NA) or Oranjestad (Aruba) shall be contacted. Addresses and contact numbers are given in appendix B.

Rotterdam, 21st November 1996

On behalf of the Netherlands,  
the Head of the  
Netherlands Shipping Inspectorate,

On behalf of RO Europe Ltd.,  
the President,

ir H.G.H. ten Hoopen

A.C. Lino Costa

On behalf of the Netherlands Antilles,  
the Head of the Shipping Inspectorate  
of the Netherlands Antilles,

R.E. Britt

On behalf of Aruba, the Head of the  
Netherlands Shipping Inspectorate,

ir H.G.H. ten Hoopen

APPENDIX A TO THE ANNEX OF THE AGREEMENT (CONTRACTNUMBER SI 30/6/662)  
GOVERNING THE PERFORMANCE OF STATUTORY SURVEY  
SERVICES FOR SHIPS REGISTERED IN THE KINGDOM OF THE  
NETHERLANDS BETWEEN THE COUNTRIES, CONSTITUTING THE KINGDOM OF THE NETHER-  
LANDS, AND RO.

SUMMARY OF RELEVANT NSI PUBLICATIONS AND GUIDELINES

- Requirements for small ships, edition January 1996
- **List of drawings, published in NSI circulaire no.29, replacing** Notice to Shipping 235/1988 "Submission of drawings and documents relating to ships other than fishing vessels"
- Marine Pollution **Ministerial Regulation 2.5** "Submission of drawings and documents"
- HSSC guidelines, **edition April 2000**, as may be amended
- **draft-Requirements for small ships, LL < 12m (Dutch version only)**
- NSI circulaires

Technical Guidelines

1. Index technical guidelines  
(revised edition **April 2000**)
  
  32. Guidelines for the remote control of valves on board vessels where the Netherland's Act. is applicable  
(edition January 1984)
  33. Guidelines for submersible pontoons and cranebarges during cargo operations.  
(edition January 1984)
  36. Arrangement of ventilation ducts and additional regulations preventing passage of smoke and flames through ventilation ducts.  
(edition January 1985)
  42. Testprocedures of lifesaving appliances and associated launching arrangements upon installation on board.  
(combined English en Dutch language).  
(edition April 1992)
  43. Guidelines for drawing safety plans.  
(edition January 1995)
- 2 up to and inclusive 6 12,13 14 up to and inclusive 26, 27, 29, 31, 30, 34, 35 and 37 up to and inclusive 41** cancelled or not in use.

Rotterdam, 21st November 1996

On behalf of the Netherlands,  
the Head of the  
Netherlands Shipping Inspectorate,

On behalf of RO  
Europe Ltd., the  
President

ir H.G.H. ten Hoopen

A.C. Lino Costa

On behalf of the Netherlands Antilles,  
the Head of the Shipping Inspectorate  
of the Netherlands Antilles,

**Fout! Onbekende schakeloptie-instructie.**

R.E. Britt

On behalf of Aruba, the Head of the  
Netherlands Shipping Inspectorate,

ir H.G.H. ten Hoopen

**Fout! Onbekende schakeloptie-instructie.**

APPENDIX B TO THE ANNEX OF THE AGREEMENT (CONTRACTNUMBER 3/6/662) GOVERNING THE PERFORMANCE OF STATUTORY SURVEY SERVICES FOR SHIPS REGISTERED IN THE KINGDOM OF THE NETHERLANDS BETWEEN THE COUNTRIES, CONSTITUTING THE KINGDOM OF THE NETHERLANDS, AND AMERICAN BUREAU OF SHIPPING

Netherlands Shipping Inspectorate  
P.O. Box 8634  
300 AP Rotterdam visitor's address: 's Gravenweg 665

Central telephone and fax numbers                      010-2668500                      F 010- 2023424

*Other useful fax numbers*

Merchant Shipping

- Appointment other matters in relation to inspections                      F 010-2022320
- Matters in relation to Port State Control:                      F 010-2023520
- Approval of drawings:                      F 010-2668626
- Matters in relation to Certificates                      F 010-2022320

Policy Support and Advice:                      F 010- 2022616

Fishery                      F 010-2023616

Rhine and Inland Navigation                      F 010-2023720

Manning Affairs                      F 010-2022712

Casualty Investigation                      F 010-2668698

Tonnage Measurement                      F 010-2022609

**SHIPPING INSPECTORATE, NETHERLANDS ANTILLES**

Pletterijweg z/n  
Willemstad, Curacao

Telephone: 5999 4612361/4611421  
Fax: 5999 4612964

**SHIPPING INSPECTORATE, ARUBA**

L.G. Smith Boulevard 94  
telephone: 297-8 35192  
" 32562  
Fax : " 35221

A

CARGOSHIPS  $\geq$  500 GT

A

Certificates:

**Certificate of Seaworthiness**  
(cover certificate + 1 annexed page)  
page 1/2: ships particulars  
page 2/2: extensions

**Safety Certificate**  
with the aspects:  
radio  
equipment  
construction

**IOPP**

**Loadline Certificate**

**NLS** (if appropriate)

**COF** (if appropriate)

**Survey:**

Initial/renewal survey.....**A1**  
(0 and 5 year)



Annual,periodical, intermediate survey.....**A2**  
(year 1, 2, 3 of 4)

# A 1 CARGOSHIPS ≥ 500 GT

# A 1

Type HSSC-surveys: Initial (0 year) or Renewal (5<sup>th</sup> year) survey

Owner requests the Head of the Netherlands Shipping Inspection (HSI) for certificates

Radio	Radio	Construction	Equipment	Equipment	Load Line	IOPP/NLS/COF	IOPP/NLS/COF
Ship in the Netherlands owner requests RDR for survey and informs HSI	Ship abroad owner requests HSI to arrange survey	Ship in the Netherlands or abroad survey performed by RO	Ship in the Netherlands survey performed by NSI	Ship abroad survey by (i) NSI or if appropriate by (ii) local administration	Ship in the Netherlands or abroad survey performed by RO	Ship in the Netherlands survey performed by NSI	Ship abroad survey by (i) NSI or if appropriate by (ii) RO
survey performed by RDR	HSI requests RO to arrange survey	RO reports HSI about the result	NSI reports to HSI about the result	through Neth. consul or RO	RO reports to HSI about the result	NSI surveyor reports to HSI about the result	NSI surveyor/RO will report to HSI with inspection report
RDR reports to HSI about the result	survey executed by RO	HSI registers	HSI registers	in which case: Inspection report through Neth. Consul or RO to HSI	HSI registers	HSI registers	HSI reviews inspection report
HSI registers	RO issues inspection report			HSI reviews inspection report			HSI registers
	inspection report to HSI/RDR			HSI registers			
	HSI/RDR reviews in- spection report						
	HSI registers						

When HSI has received the necessary information concerning the surveys the certificates may be issued.

It concerns the following certificates: **Safety certificate, Loadline certificate**, IOPP certificate, Certificate of seaworthiness and if appropriate a **NLS or COF certificate**.

# A 2 CARGOSHIPS ≥ 500 GT

# A 2

Type HSSC-surveys : Annual (A), periodical(P) and intermediate (I) surveys (1, 2, 3 en 4<sup>th</sup> year)

The radio-, construction- and equipment-aspects are incorporated in the **Safety certificate**.

Load Line	Radio	Radio	Construction	Equipment	IOPP	NLS	COF
Ship in the Netherlands or abroad	Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad
survey by RO	owner requests RDR for survey	captain/agent requests RO to arrange survey	survey performed by RO	type surveys: 1 A(nnual) 2 A of P(eriодical) 3 P of A 4 A	survey by RO	survey by RO	type surveys: 1 A(nnual) 2 A or I(ntermediate) 3 I or A 4 A
After good result: RO endorses LLC	survey performed by RDR	RO performs survey	after good result: RO-surveyor endorses SC	Surveys by : A by RO P by NSI (delegation to RO is possible after consultation with HSI)	after good result: RO endorses IOPP certificate	after good result: RO endorses NLS certificate	3 I or A 4 A
RO reports to HSI about result of survey and endorsement of LLC	after good result: RDR endorses SC	after good result: surveyor endorses SC and reports HSI	RO reports result of survey		RO reports to HSI about result of survey	RO reports to HSI about result of survey	Surveys by: A by RO I by NSI (delegation to RO is possible after consultation with HSI)
HSI registers	RDR reports to HSI about result and endorsement of SC	HSI registers	HSI registers		HSI registers	HSI registers	(delegation to RO is possible after consultation with HSI)
	HSI registers			after good results: RO/NSI endorses SC			after good result: RO/NSI endorses COF
				RO/NSI reports HSI about the result of the survey			RO/NSI reports to HSI about result of survey
				HSI registers			HSI registers

When the **Safety certificate (SC)**, **Loadline certificate (LLC)**, **IOPP certificate** and **NLS or COF** are endorsed the validity of **Certificate of Seaworthiness** is confirmed.

**B**CAROGSHIPS  $\geq$  300 GT but  $<$  500 GT**B****Certificates:****Certificate of Seaworthiness**

(cover certificate + 2 annexed pages)

page 1/3: ships particulars

page 2/3: extensions and date bottom  
surveypage 3/3: endorsement for:  
constructional/equipment aspects**Radiosafety certificate****tanker  $>$ 150 GT: IOPP certificate****Cargo:  $\geq$  400 GT : IOPP certificate****Cargo:  $<$  400 GT : Declaration of  
Compliance****Load Line certificate****NLS** (if appropriate)**COF** (if appropriate)**Survey:**

Initial/renewal survey.....

**B1**

(0 en 5 year)

Annual, periodical, intermediate survey.....**B2**  
(year 1, 2, 3 of 4)

# B 1 CARGOSHIPS $\geq$ 300 GT but less than 500 GT

# B 1

Type HSSC-surveys: Initial (0 year) or Renewal (5<sup>th</sup> year) survey

Owner requests the Head of the Netherlands Shipping Inspection (HSI) for certificates

Radio	Radio	Construction	Equipment	Equipment	Load Line	Dec/IOPP/NLS/COF	IOPP/NLS/COF
Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands	Ship abroad
owner requests RDR for survey and informs HSI	owner requests HSI to arrange survey	survey performed by RO	survey performed by NSI	survey by (i) NSI or if appropriate by (ii) local administration through Neth. consul or RO	survey performed by RO	survey performed by NSI	survey by (i) NSI or if appropriate by (ii) RO
survey performed by RDR	HSI requests RO to arrange survey	RO reports HSI about the result	NSI reports to HSI about the result	in which case: Inspection report through Neth. Consul or RO to HSI	RO reports to HSI about the result	NSI surveyor reports to HSI about the result	NSI surveyor/RO will report to HSI with inspection report
RDR reports to HSI about the result	survey performed by RO	HSI registers	HSI registers	HSI reviews inspection report	HSI registers	HSI registers	HSI reviews inspection report
HSI registers	RO sends inspection report to HSI			HSI registers			HSI registers
	HSI issues certificate						
	HSI registers						

When HSI has received the necessary information concerning the surveys the certificates may be issued.

It concerns the following certificates: **Loadline certificate, IOPP certificate/Declaration of Compliance, Certificate of seaworthiness** and if appropriate a **NLS or COF certificate**.

# B 2 CARGOSHIPS ≥ 300 GT but less than 500 GT

# B 2

Type HSSC-surveys : Annual (A), periodical(P) and intermediate (I) surveys (1, 2, 3 en 4<sup>th</sup> year)

Radio	Radio	Construction	Equipment	Load Line	IOPP/Declaration	NLS	COF
Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad
owner/agent requests RO for survey	captain/agent requests RO to arrange survey	survey performed by RO	type surveys: 1 A(nnual) 2 A of P(eriodical) 3 P of A 4 A	survey by RO	survey by RO	survey by RO	type surveys: 1 A(nnual) 2 A or I(ntermediate) 3 I or A 4 A
survey performed by RO	survey performed by RO	after good result: RO-surveyor endorses annex 3 of Certificate of Seaworthiness	Surveys by : A by RO P by NSI (delegation to RO is possible after consultation with HSI)	After good result: RO endorses LLC	after good result: RO endorses IOPP certificate/ Declaration	after good result: RO endorses NLS certificate	3 I or A 4 A
after good result: RO endorses certificate	after good result: surveyor endorses certificate	RO reports result of survey		RO reports to HSI about result of survey and endorsement of LLC	RO reports to HSI about result of survey and endorsement of IOPP certificate/Declaration	RO reports to HSI about result of survey and endorsement of NLS certificate	Surveys by: A by RO I by NSI (delegation to RO is possible after consultation with HSI)
RO reports to HSI about result	RO reports to HSI	HSI registers		HSI registers		HSI registers	
HSI registers	HSI registers		after good results: RO/NSI endorses annex 3 of Certificate of seaworthiness				after good result: RO/NSI endorses COF
			RO/NSI reports HSI about the result of the survey and endorsement of Cert. of seaworthiness				RO/NSI reports to HSI about result of survey and endorsement of COF
			HSI registers				HSI registers

When the **Radiosafety certificate (RVC)**, **Loadline certificate (LLC)**, **IOPP certificate/Declaration of Compliance** and **NLS** or **COF** are endorsed, the relevant endorsements of Certificate of Seaworthiness have been entered then the validity of **Certificate of Seaworthiness and relevant endorsements of certificate of Seaworthiness** has been confirmed.

**C**

CARGOSHIPS &lt; 300 GT and vessels irrespective tonnage without propulsion

**C****Certificates:**

<p><b>Certificate of Seaworthiness</b>          (cover certificate + 2 annexed pages:            page 1/3: ships particulars            page 2/3: extensions and dates bottom survey            page 3/3: endorsement for:            -constructional/equipment aspects            -radio-aspects</p> <p><b>Declaration of Compliance</b></p> <p><b>Load Line certificate</b></p> <p><b>NLS/COF</b> (if appropriate)</p>
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<b>Survey:</b>
----------------

Initial/renewal survey..... **C1**  
 (0 en 5 year)



Annual, periodical, intermediate survey..... **C2**  
(year 1, 2, 3 of 4)

# C 1 CARGOSHIPS < 300 GT

# C 1

Type HSSC-surveys: Initial (0 year) or Renewal (5<sup>th</sup> year) survey

Owner requests the Head of the Netherlands Shipping Inspection (HSI) for certificates

Radio	Radio	Construction	Equipment	Equipment	Load Line	Decl/NLS/COF	Decl/NLS/COF
Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands	Ship abroad
owner requests RO for survey and informs HSI	owner requests HSI to arrange survey	survey performed by RO	survey performed by NSI	survey by (i) NSI or if appropriate by (ii) local administration	survey performed by RO	survey performed by NSI	survey by (i) NSI or if appropriate by (ii) RO
survey performed by RO	HSI requests ROI to arrange survey	RO reports HSI about the result	NSI reports to HSI about the result	through Neth. consul or RO	RO reports to HSI about the result	NSI surveyor reports to HSI about the result	NSI surveyor/RO will report to HSI with inspection report
RO reports to HSI about the result	survey performed by RO	HSI registers	HSI registers	in which case: Inspection report through Neth. Consul or RO to HSI	HSI registers	HSI registers	NSI surveyor/RO will report to HSI with inspection report
HSI registers	RO issues an inspection report			HSI reviews inspection report			HSI reviews inspection report
	inspection report to HSI/RDR			HSI registers			HSI registers
	HSI/RDR reviews inspection report						
	HSI registers						

When HSI has received the necessary information concerning the surveys the certificates may be issued.

It concerns the following certificates: **Loadline certificate, Declaration of Compliance, Certificate of Seaworthiness** and if appropriate a **NLS or COF certificate**.

# C 2 CARGOSHIPS <300 GT

# C 2

Type HSSC-surveys : Annual (A), periodical(P) and intermediate (I) surveys (1, 2, 3 en 4<sup>th</sup> year)

Radio	Radio	Construction	Equipment	Load Line	Declaration	NLS	COF
Ship in the Netherlands	Ship abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad	Ship in the Netherlands or abroad
owner/agent requests RDR for survey	captain/agent requests RO to arrange survey	survey performed by RO	type surveys: 1 A(nnual) 2 A of P(eriodical) 3 P of A 4 A	survey by RO	survey by RO	survey by RO	type surveys: 1 A(nnual) 2 A or I(ntermediate) 3 I or A 4 A
survey performed by RDR	survey performed by RO	after good result: RO-surveyor endorses page 3 of Certificate of Seaworthiness	4 A	After good result: RO endorses LLC	after good result: RO endorses Declaration	after good result: RO endorses NLS certificate	3 I or A 4 A
after good result: RDR endorses page 3 of Certificate of seaworthiness	after good result: surveyor endorses page 3 of Certificate of Seaworthiness and reports to HSI	RO reports result of survey and endorsement of Cert. of Seaworthiness	Surveys by : A by RO P by NSI (delegation to RO is possible after consultation with HSI)	RO reports to HSI about result of survey and endorsement of LLC	RO reports to HSI about result of survey and endorsement of Declaration	RO reports to HSI about result of survey and endorsement of NLS certificate	Surveys by: A by RO I by NSI (delegation to RO is possible after consultation with HSI)
RDR reports to HSI about result and endorsement of Cert. of Seaworthiness	HSI registers	HSI registers	after good results: RO/NSI endorses page 3 of Certificate of Seaworthiness	HSI registers	HSI registers	HSI registers	after good result: RO/NSI endorses COF
HSI registers			RO/NSI reports HSI about the result of the survey and endorsement of Cert. of Seaworthiness				RO/NSI reports to HSI about result of survey and endorsement of COF
			HSI registers				HSI registers

When the **Loadline certificate (LLC)**, **Declaration of Compliance** and **NLS or COF** are endorsed, the relevant endorsements of Certificate of Seaworthiness have been entered then the validity of the **Certificate of Seaworthiness** has been confirmed.

Following to be added:

Res.A 673: Guidelines for the transport and handling of limited amounts of hazardous and noxious liquid substances in bulk on offshore support ships, as amended

Res.A 741: International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), as amended

Res. A 748: Code for the safe carriage of irradiated nuclear fuel, plutonium and high-level radioactive wastes in flasks on board ships, as amended (INF code)

Res. A 863: Code of Safe Practice for the carriage of cargoes and persons by offshore supply vessels (OSV Code)

Res. MSC 36(63): International Code of Safety for High-Speed Craft (HSC Code)

### **3.3 National regulations**

To be added:

Occupational Safety & Health Law

For ships registered in the Netherlands Antilles and Aruba the Occupational Safety and Health Legislation is not applicable. Until the Netherlands Antilles and Aruba have completed a Safety and Health Law, the survey of lifting gear and cargo gear on board the aforementioned ships is performed in compliance with ILO 152.

#### **4.1.1 Plan Approval**

“Notice to Shipping 235/1988 and Marine Pollution Notice to Shipping 8/1987, as amended” to be replaced by

“list as published in NSI circulaire no.29”.

#### **4.1.2 Surveys**

After “IMO Res.A 746 “Survey guidelines under the harmonized system of survey and certification” to be added “as amended”.

In paragraph “surveys of structural fireprotection...bridge” delete “inclining test” and “in engineroom and”.

After “ABS is not authorized to perform safety radio surveys” to be added “in the Netherlands, Aruba and the Netherlands Antilles”.

#### **4.3.2 Survey and certification**

To be changed “HSSC guidelines, edition January 1996” into “HSSC guidelines, edition April 2000”.

To be deleted: or “Guidelines for survey and certification of classed ships, as per July 1<sup>st</sup> 1987, edition January 1987”.

#### **4.4.2 Cargo gear and other lifting gear**

First paragraph to be replaced by:

“ABS is authorized to survey lifting gear and cargo gear in compliance with ILO 152, as implemented in Occupational Safety & Health Order and as described in the authorization by Ministry of Social Affairs and Employment. Further guidelines are provided in NSI circular letter nr.28.”

Second paragraph: “may carried out” to be replaced by “are carried out”.

#### **4.4.3 Prototype and production testing of equipment**

Existing paragraph to be replaced by:

“As a notified body in compliance with directive 96/98/EC Marine Equipment, ABS is authorized to test and issue conformity certificates for A1 equipment.

ABS is also authorized to carry out prototype tests of A2 and other equipment requiring a type approval. However, NSI will issue the type approval certificate, based on the ABS testreport(s).”

#### **4.4.5 Unattended enginerooms**

After “ to unattended enginerooms in ships” to be added “without unmanned engineroom notation but”.