



AGREEMENT
GOVERNING THE DELEGATION OF STATUTORY
CERTIFICATION SERVICES FOR SHIPS REGISTERED IN
SAINT CHRISTOPHER (St. KITTS) AND NEVIS
between
THE GOVERNMENT OF SAINT CHRISTOPHER AND NEVIS
and
RINA S.p.A

**AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION FOR
VESSELS REGISTERED IN ST. CHRISTOPHER & NEVIS REPRESENTED BY THE
DEPARTMENT OF MARITIME AFFAIRS**

between

The Government of St. Christopher & Nevis

and

RINA S.p.A.

This Agreement pursuant to the legislation of the Government of St. Christopher & Nevis and in compliance with IMO Assembly Resolution A.739 (18) "Guidelines for the authorisation of organisations acting on behalf of the Administration" and A.789 (19) and the Annexes thereto; is between the Government of St. Christopher & Nevis, hereinafter referred to as "the Administration", and RINA S.p.A., hereinafter referred to as "RINA", with respect to the performance of marine statutory surveys and issuance of relevant certificates for vessels registered under the St. Christopher & Nevis flag. Statutory surveys and issuance of relevant certificates, except for Tonnage, ISM and ISPS Code certification, are limited to ships classed with RINA.

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 the delegation.

2. General conditions

2.1 Statutory certification surveys and functions comprise the assessment of vessels registered in St. Christopher & Nevis, and Companies which operates 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 the relevant certificates, as set out in Appendix 1 hereto.

2.2 In so far as the certification surveys and functions covered by this Agreement are concerned, RINA agrees to co-operate with Port State control officers to facilitate the rectification of reported deficiencies on behalf of the Administration on ships classed with RINA and to review proposed action with respect to Safety Management System non-conformities.

2.3 Statutory services rendered and statutory certificates issued by RINA will be accepted as services rendered by or certificates issued by the Administration provided that RINA maintains compliance with the provisions of Appendix 1 of the Annex to Assembly Resolution A.739 (18) and with the Annex to Resolution A.789 (19).

2.4 Authorisations 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 RINA 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, RINA 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, RINA 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 RINA and the Administration agree to report information at such frequency as will be agreed between RINA and the Administration, as delineated in Appendix 2 to this Agreement. For the purposes of such reporting, exchange of information and liaison, the Registrar appointed pursuant to section 446(5) of the Merchant Shipping Act No.24 of 2002, is to be the point of contact for the Administration and RINA will deal with the Registrar (hereinafter referred to as "International Registrar of Shipping & Seamen") accordingly.
- 4.2 The Administration shall be granted access to all plans and documents including reports on surveys on the basis of which certificates indicated in Appendix 1 are issued or endorsed by RINA.
- 4.3 The Administration will provide RINA with all necessary documentation for the purpose of RINA provisions of statutory certification surveys and functions.
- 4.4 RINA 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 English.

5. Supervision

- 5.1 The Administration will be given the opportunity to satisfy itself that RINA's quality system continues to comply with the requirements of Appendix 1 of the Annex to Assembly Resolution A.739 (18) and with the requirements of the Annex to Resolution A.789 (19).
- 5.2 The Administration may choose to recognize audits performed on RINA by another flag Administration or by an independent Audit Group, which effectively represents the interests of the Administration, and IMO, such as the IACS Quality Committee.
- 5.3 Should the Administration choose to conduct direct auditing of RINA, the frequency and extent of audit will be subject to mutual agreement between the Administration and RINA.

6. Other conditions

6.1 Remuneration

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

6.2 Confidentiality

1. In so far as activities related to this Administration are concerned, both RINA and the Administration shall be bound by confidentiality provisions to be agreed between them.
2. RINA 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, all surveys and certification functions shall be carried out by Surveyors working exclusively for RINA. However, RINA may use exclusive surveyors of another organisation with which RINA has a bilateral agreement, provided that the other organisation is recognised by the Administration. All surveys and functions performed by such personnel relevant to this Agreement are subject to the quality system of RINA. These provisions apply to RINA subcontractors providing 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 RINA.

6.5 Governing law and settlement of disputes

1. The Agreement shall be governed by and construed in accordance with English 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 the English language in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in London, England.
3. In the performance of statutory certification surveys and functions hereunder, RINA, its officers, employees and other acting on its behalf are entitled to all the protections of law and the same defenses 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 surveys and functions 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 RINA, its officers, employees or others who act on behalf of RINA under this Agreement, the Administration is entitled to seek from RINA compensation up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of RINA, commensurate to the proven loss.
2. While acting for the Administration under this Agreement, RINA shall be free to create contracts direct with its client and such contracts may contain RINA 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 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 21 JUL 2006

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



For RINA S.p.A.

Antonio PINGIORI
Marine Management Director



For the Government of ST. CHRISTOPHER
& NEVIS

McClean Hobson
Director of Maritime Affairs

Date 21 JUL 2006

Date 10/7/06

APPENDIX 1 TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY CERTIFICATION FOR VESSELS REGISTERED IN ST.CHRISTOPHER & NEVIS

APPLICABLE INSTRUMENTS AND DEGREE OF AUTHORIZATION

RINA is hereby authorized as listed below to carry out statutory certification surveys and functions on behalf of the Administration with respect to vessels and mobile offshore units, registered in ST.CHRISTOPHER & NEVIS and with respect to equipment that may require certification under the instruments listed below.

INSTRUMENT	Initial (*)	Renewal (*)	Annual or Intermediate (*)	Exemption (Yes/No)	Review (Yes/No)	
SOLAS Convention 1974 and the Protocol 1988 As Amended						
1.1	Cargo Ship Safety Construction Certificate	F	F	F	L	YES
1.2	Cargo Ship Safety Equipment Certificate	F	F	F	L	N/A**
1.3	Cargo Ship Safety Radio Certificate	F	F	F	L	N/A
1.4	Passenger Ship Safety Certificate	F	F	F	L	YES
1.5	High Speed Craft Safety Certificate	F	F	F	L	YES
1.6	International Security for Ports and Ships (ISPS) Code	F	F	F	L	YES
1.7	International Safety Management (ISM) Code	F	F	F	L	N/A
1.8 Carriage of Liquefied Gases in Bulk						
1.8.1	Certificate for Ships built Prior to 31 October 1976	F	F	F	L	YES
1.8.2	Certificate for Ships built On/After 31 Oct 1976 and Before 1 July 1986	F	F	F	L	YES
1.8.3	International Certificate for Ships built On/After 1 July 1986, IGC Code	F	F	F	L	YES
1.9 Carriage in Bulk of Dangerous Chemicals						
1.9.1	Certificate for Ships Built Before 1 July 1986, BCH Code	F	F	F	L	YES
1.9.2	International Certificate for Ships Built After July 1986, IBC Code	F	F	F	L	YES
1.10	Document of Authorization for the Carriage of Grain	F	-	-	L	YES
1.11	Document of Compliance with the Special Requirements for Ships Carrying Dangerous Goods	F	F	F	L	N/A

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