



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
INDIAN REGISTER OF SHIPPING

**AGREEMENT GOVERNING THE DELEGATION
OF
STATUTORY CERTIFICATION SERVICES
BETWEEN THE
GOVERNMENT OF THE FEDERATION OF SAINT CHRISTOPHER AND NEVIS
REPRESENTED BY
DEPARTMENT OF MARITIME AFFAIRS, MINISTRY OF PUBLIC WORKS, UTILITIES,
TRANSPORT AND POSTS
AND
INDIAN REGISTER OF SHIPPING [IR Class]**

This agreement made in accordance with the provisions of Section 411(4) of the Merchant Shipping Act No. 24 of 2002, and in compliance with the IMO "Guidelines for the Authorization of Organizations Acting on Behalf of the Administration," IMO Assembly Resolution A.739(18) and the Annex thereto, is between the Government of the Federation of Saint Christopher (St. Kitts) and Nevis, represented by the Department of Maritime Affairs, Ministry of Public Works, Utilities Transport and Posts, hereinafter referred to as the "Administration", and Indian Register of Shipping, hereinafter referred to as "IR Class", with respect to the performance of marine statutory surveys and issuance of relevant certificates to vessels registered within the Federation of Saint Christopher and Nevis (hereinafter referred to as "St. Kitts & Nevis International Ship Registry"). Statutory surveys and issuance of relevant certificates, except for Tonnage and ISM and ISPS Code certification, are limited to ships classed with IRClass.

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 surveys and functions comprise the assessment of St. Kitts and Nevis flagged 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") as set out in Annex I hereto and the issue of relevant certificates.

2.2 Insofar as the certification surveys and functions covered by this authorization are concerned, IR Class agrees to cooperate with any Port State Control officers to facilitate the rectification of reported deficiencies on behalf of the Administration when so requested, and report on same to the Administration.

2.3 Statutory services rendered and statutory certificates issued by IR Class will be accepted as services rendered by or certificates issued by the Administration

provided that IR Class maintains compliance with the provisions Appendix 1 to Assembly Resolution A.739 (18) and Assembly Resolution A.789 (19).

- 2.4 Authorisations for services outside the scope of Annex 1 and 3 to this Agreement will be dealt with as mutually agreed on a case-by-case basis.
- 2.5 IR Class shall endeavour to avoid undertaking activities that 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, IR Class 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 IR Class 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 IR Class and the Administration agree to report information at such frequency as will be agreed between IR Class and the Administration as delineated in Annex 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 IR Class 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 Annex 1 are issued or endorsed by IR Class.
- 4.3 The Administration will provide IR Class with all necessary documentation for the purpose of IR CLass's provisions of statutory certification surveys and functions.
- 4.4 IR Class 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 IR CLass's quality system continues to comply with the requirements of Appendix 1 of the Annex to the Assembly Resolutions A.739 (18) and A.789 (19).

- 5.2. The Administration may choose to recognize audits performed on IR Class by another flag Administration or by an independent audit group that 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 IR Class, the frequency and extent of audit will be subject to mutual agreement between the Administration and IR Class.

6. Other Conditions

6.1 Remuneration

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

6.2 Confidentiality

- .1 IR Class, its officers, employees and agents agree to maintain as confidential and not to disclose to any third party any information derived from the Administration in connection with the services provided, without the consent of the Administration, except to the extent that it is reasonably necessary to enable IR Class 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 IR Class prior to its disclosure to IR Class 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 IR Class from a source independent of the Administration.
- .3 Insofar as activities related to this Administration are concerned, both IR Class and the Administration shall be bound by confidentiality provisions to be agreed between them.
- .4 IR Class 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

- .1 Normally, surveys shall be carried out by Surveyors working exclusively for IR Class. IR Class may use exclusive Surveyors of another organization with which IR Class has a bilateral agreement provided that the other organization is recognized by the Administration. However, IR Class may use non-exclusive surveyors provided such surveyors and services and functions performed by such personnel relevant to this agreement are subject to the

quality assurance system of IR Class. These provisions apply to IR Class subcontractors and to all other suppliers of support services being relevant to statutory survey and certification.

6.4 *Amendments*

- .1 Amendments to this Agreement and the Annexes contained herein will become effective only after consultation and written agreement between the Administration and IR Class.

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. The place of such Arbitration shall be Basseterre, St. Kitts.
- .2 In the performance of statutory certification surveys and functions hereunder, IR Class, its officers, employees and others acting on its behalf are entitled to all the protections 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 surveys and functions in question.

6.6 *Liability*

- .1 In the context of this Agreement, if a liability arising out of any incident 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 IR Class, its officers, employees or others who act on behalf of IR Class under this Agreement, the Administration shall be entitled to seek compensation from IR Class as defined in the Standard Terms & Conditions of IR Class or up to but not exceeding the amount of US\$ 1 million (United States Dollars one million), whichever is the greater for the case in point.
- .2 While acting for the Administration under this Agreement, IR Class shall be free to create contracts directly with its clients and such contracts may contain IR Class's normal contractual conditions for limiting its legal liability. The Administration further permits IR Class to include its standard terms and conditions on all certificates, reports or other documents issued by IR Class 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 signatures indicated below.

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

For Ministry of Public Works, Utilities,
Transport & Posts

For INDIAN REGISTER of SHIPPING

Mr. McClean Hobson
Director of Maritime Affairs, Ministry of Public
Works, Utilities, Transport & Posts

Mr S. Kumar
Managing Director
Indian Registrar of Shipping

Date: _____

Date: _____

ANNEX 1

SCOPE OF AUTHORISATION 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	-
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	P	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
11	Safety Management Certificate	SOLAS 1974, Reg IX/4;ISM Code Para 13	-	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 V/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	-
20	Document of Authorization for the Carriage of Grain in Bulk	SOLAS 1974, Reg VI/9; Grain Code, sec.3	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 Arrangements Manual	MARPOL 73/78 Annex II, Reg 5,5A, 8	Y	-	-	-
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 Sewage Pollution Prevention Certificate	MARPOL 73/78 Annex IV, Reg 4	Y	Y	Y	Y
38	Garbage Pollution Prevention Certificate (Non Mandatory)	MARPOL 73/78, Annex V	Y	Y	Y	-
39	Prevention of Pollution from Ships	MARPOL 73/78, Annex VI	Y	Y	Y	Y
40	Document of Compliance with Code of Safe Practice for Solid Bulk Cargoes	BC Code	Y	Y	Y	-
1	Document of Compliance with Code of Safe Practice for Cargo Stowage and Securing	IMO Res. A 714(17)	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	-
43	Document of Compliance with Caribbean Cargo Ship Safety Code	Caribbean Cargo Ship Safety Code - Merchant Shipping (Caribbean Cargo Ship Safety) Regulations 2008	Y	Y	Y	Y
44	Cargo Ship Safety Certificate for Vessels<500 GRT or equivalent Safety Certificates	National Regulations - Merchant Shipping (Small Commercial Vessels) Regulations 2008 - 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	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	International Anti-Fouling System Certificate	Control of Harmful Anti-Fouling Systems on Ships, 2001 (AFS Convention)	Y	Y	Y	Y
51	Pleasure Vessel Compliance Certificate	Merchant Shipping (Pleasure Vessel) Regulations, 2007 S.R & O., No. 37 of 2007	Y	Y	Y	Y
52	National Tonnage Certificate	Merchant Shipping (Tonnage) Regulations 2007				
53	Statement of Compliance with any other applicable regulations (E.g. New requirements entered in to force), relating to aspects covered by the instruments referred to in this document.	As applicable	Y	Y	Y	-

Legend:						
A	Review and Approval of Plans, Manuals, Documents, etc as required by the relevant instrument 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 certificates as required by the relevant instrument after completion of respective survey(s)					
Y	Fully Authorized to do these functions and maintain relevant records. Reporting to the Administration as required by the written agreement.					
P	May issue a provisional certificate and final certificate will be issued by the administration after review.					

This Agreement commences on the later date of the signatures indicated below.

For Ministry of Public Works, Utilities,
Transport & Posts

For INDIAN REGISTER of SHIPPING

Mr. McClean Hobson
Director of Maritime Affairs, Ministry of Public
Works, Utilities, Transport & Posts

Mr S. Kumar
Managing Director
Indian Registrar of Shipping

Date: _____

ANNEX 2

REPORTING BETWEEN ADMINISTRATION AND IRS

IRS agrees to report to the Administration, without cost to the Administration, information pertaining to services performed pursuant to this agreement as follows:

1. A current copy of IRS's Rules for Survey and Classification of Ships and Directory.
2. Reporting promptly in the case of general authorisation, a copy or record of each full term initial and full-term certificate issued under Annex 1.
3. Reporting on classification of ships, a copy or record of the classification certificate when a vessel enters the Registry for which certificates are issued under Annex 1. A copy or record of any notice of withdrawal, change or cancellation of classification for such vessels.
4. Reporting to the Administration in writing of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or persons on board or presenting unreasonable threat of harm to the marine environment.

This Agreement commences on the later date of the signatures indicated below.

For Ministry of Public Works, Utilities,
Transport & Posts

For INDIAN REGISTER of SHIPPING

Mr. McClean Hobson
Director of Maritime Affairs, Ministry of Public
Works, Utilities, Transport & Posts

Mr S. Kumar
Managing Director
Indian Registrar of Shipping

Date: _____

Date: _____

ANNEX 3

Agreement between the Government of the Federation of Saint Christopher and Nevis, as represented by the Department of Maritime Affairs, Ministry of Public Works, Utilities Transport and Posts, referred to as the "Administration", and the Indian Register of Shipping (IRS) , hereafter referred to in this Annex as RSO , or Recognized Security Organization, concerning ships registered under the flag of the Federation of Saint Christopher and Nevis.

General authorisation from the Administration to delegate RSO status to IRS, as defined in Part B of the ISPS Code and the requirements of SOLAS Chapter XI-2.

1. Application

RSO is hereby authorised to carry out survey, verification and certification functions on behalf of the Administration as mentioned below with respect to the ISPS Code.

2. Scope of Authorisation

2.1 All vessels and mobile offshore units operating under the flag of the Federation of Saint Christopher and Nevis, and not limited to ships classed by IRS.

- Approval of ship security plans
- Initial and periodic verification and issuance of full term International Ship Security Certificates or, when relevant, Interim International Ship Security Certificates
- Endorsement of such certificates

This Agreement commences on the later date of the signatures indicated below.

For Ministry of Public Works, Utilities,
Transport & Posts

For INDIAN REGISTER of SHIPPING

Mr. McClean Hobson
Director of Maritime Affairs, Ministry of Public
Works, Utilities, Transport & Posts

Mr S. Kumar
Managing Director
Indian Registrar of Shipping

Date: _____

Date: _____