

Rules for the Certification of Competence Management Systems

Effective from 1 July 2015



GENERAL CONDITIONS

Definitions:

Administration means the Government of the State whose flag the ship is entitled to fly or under whose authority the ship is authorized to operate in the specific case.

"IACS" means the International Association of Classification Societies.

"Interested Party" means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner of the Ship and his representatives, the shipbuilder, the engine builder or the supplier of parts to be tested) who requests the Services or on whose behalf the Services are requested.

"Owner" means the registered owner, the shipowner, the manager or any other party with the responsibility, legally or contractually, to keep the ship seaworthy or in service, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules for the Classification of Ships or in the corresponding rules indicated in the Specific Rules.

"Rules" in these General Conditions means the documents below issued by the Society:

- (i) Rules for the Classification of Ships or other special units.
- (ii) Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
- (iii) Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations.
- (iv) Guides to carry out particular activities connected with Services;
- (v) Any other technical document, for example, rule variations or interpretations.

"Services" means the activities described in paragraph 1 below, rendered by the Society upon request made by or on behalf of the Interested Party.

"Ship" means ships, boats, craft and other special units, for example, offshore structures, floating units and underwater craft.

"Society" or **"TASNEEF"** means TASNEEF Maritime

"Surveyor" means technical staff acting on behalf of the Society in performing the Services.

"Force Majeure" means damage to the ship; unforeseen inability of the Society to attend the ship due to government restrictions on right of access or movement of personnel; unforeseeable delays in port or inability to discharge cargo due to unusually lengthy periods of severe weather, strikes or civil strife; acts of war; or other force majeure.

1. Society Roles

1.1. The purpose of the Society is, among others, the classification and certification of ships and the certification of their parts and components. In particular, the Society:

- (i) sets forth and develops Rules.
- (ii) publishes the Register of Ships.
- (iii) Issues certificates, statements and reports based on its survey activities.

1.2. The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.

1.3. The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which is regulated by these general conditions unless expressly excluded in the particular contract.





2. Rule Development, Implementation and Selection of Surveyor

2.1. The Rules developed by the Society reflect the level of its technical knowledge at the time they are published therefore, the Society, although also committed through its research and development services to continuous updating of the Rules, does not guarantee the Rules meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.

2.2. The Interested Party is required to know the Rules based on which the Services are provided. With particular reference to Classification Services, special attention is to be given to the Rules concerning class suspension, withdrawal and reinstatement. In case of doubt or inaccuracy, the Interested Party is to promptly contact the Society for clarification. The Rules for Classification of Ships are published on the Society's website: www.tasneef.ae.

2.3. Society exercises due care and skill:

(i) In the selection of its Surveyors

(ii) In the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.

2.4. Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing. Unless otherwise required, surveys are conducted through sampling techniques and do not consist of comprehensive verification or monitoring of the Ship or the items subject to certification. The surveys and checks made by the Society on board ship do not necessarily require the constant and continuous presence of the Surveyor. The Society may also commission laboratory testing, underwater inspection and other checks carried out by and under the responsibility of qualified service suppliers. Survey practices and procedures are selected by the Society based on its experience and knowledge and according to generally accepted technical standards in the sector.

3. Class Report & Interested Parties Obligation

3.1. The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame). The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.

3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly authorized bodies and no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties based on the statements or information given by the Society. The validity, application, meaning and interpretation of a Certificate of Classification, or any other document or information issued by the Society in connection with its Services, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. The classification of a Ship or the issuance of a certificate or other document connected with classification or certification and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness, structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

3.4. Any document issued by the Society about its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.

3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, shipbuilders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.





These documents and activities do not relieve such parties from any fulfilment, warranty, responsibility, duty or obligation (also of a contractual nature) expressed or implied or in any case incumbent on them, nor do they confer on such parties any right, claim or cause of action against the Society. With particular regard to the duties of the ship Owner, the Services undertaken by the Society do not relieve the Owner of his duty to ensure proper maintenance of the Ship and ensure seaworthiness at all times. Likewise, the Rules, surveys performed, reports, certificates and other documents issued by the Society are intended neither to guarantee the buyers of the Ship, its components or any other surveyed or certified item, nor to relieve the seller of the duties arising out of the law or the contract, regarding the quality, commercial value or characteristics of the item which is the subject of transaction.

In no case, therefore, shall the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with matters not covered by its Rules or other documents.

In consideration of the above, the Interested Party undertakes to relieve and hold harmless the Society from any third-party claim, as well as from any liability about the latter concerning the Services rendered.

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties concerning the services rendered by the Society are described in the Rules applicable to the specific service rendered.

4. Service Request & Contract Management

4.1. Any request for the Society's Services shall be submitted in writing and signed by or on behalf of the Interested Party. Such a request will be considered irrevocable as soon as received by the Society and shall entail acceptance by the applicant of all relevant requirements of the Rules, including these General Conditions. Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is entered into, which is regulated by the present General Conditions.

4.2 In consideration of the Services rendered by the Society, the Interested Party and the person requesting the service shall be jointly liable for the payment of the relevant fees, even if the service is not concluded for any cause not pertaining to the Society. In the latter case, the Society shall not be held liable for non-fulfilment or partial fulfilment of the Services requested.

4.3 The contractor for the classification of a ship or for the services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30/60/90 days' notice, to be given in writing. Failure to pay, even in part, the fees due for services carried out by the society will entitle the society to immediately terminate the contract and suspend the service.

For every termination of the contract, the fees for the activities performed until the time of the termination shall be owned to the society as well as the expenses incurred in view of activities already programmed, this is without prejudice to the right to compensation due to the society as a consequence of the termination.

With particular reference to ship classification and certification, unless decided otherwise by the society, termination of the contract implies that the assignment of class to a ship is withheld or, if already assigned, that it is suspended or withdrawn, any statutory certificates issued by society will be withdrawn in those cases where provided for by agreements between the society and the flag state.

5. Service Accuracy

5.1. In providing the Services, as well as other correlated information or advice, the Society, its Surveyors, servants or agents operate with due diligence for the proper execution of the activity. However, considering the nature of the activities performed (see **Rule Development, Implementation and Selection of Surveyor 2.4**), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.







9. Force Majeure

9.1 Neither Party shall be responsible to the other party for any delay or failure to carry out their respective obligations insofar as such delay and failure derives, directly or indirectly, and at any time, from force majeure of any type whatsoever that lies outside the control of either Party.

9.2 The Party that is unable to fulfil the agreement due to Force Majeure shall inform the other party without delay and in all cases within 7 days from when such force majeure arose.

9.3 It is understood that if such force majeure continues for more than 30 days, the Party not affected by the event may terminate this agreement by registered letter. The rights matured until the day in which the force majeure occurred remain unaffected.

10. Governing Law and Jurisdiction

This Agreement shall be governed by and construed in accordance with the laws of Abu Dhabi and the applicable Federal Laws of the UAE.

Any dispute arising out of or in accordance with this Agreement shall be subject to the exclusive jurisdiction of the Abu Dhabi courts.

11. Code of Business conduct

The **CLIENT** declares to be aware of the laws in force about the responsibility of the legal persons for crimes committed in their interest or to their own advantage by persons who act on their behalf or cooperate with them, such as directors, employees or agents.

In this respect, the **CLIENT** declares to have read and fully understood the “**Ethical Code**” published by **TASNEEF** and available in the **TASNEEF** Web site.

The **CLIENT**, in the relationships with **TASNEEF**, guarantees to refrain from any behaviour that may incur risk of entry in legal proceedings for crimes or offences, whose commission may lead to the enforcement of the laws above.

The **CLIENT** also acknowledges, in case of non-fulfilment of the previous, the right of **TASNEEF** to unilaterally withdraw from the contract/agreement even if there would be a work in progress situation or too early terminate the contract/agreement. It's up to **TASNEEF** to choose between the two above mentioned alternatives, and in both cases a registered letter will be sent with a brief sum-up of the circumstances or of the legal procedures proving the failure in following the requirements of the above-mentioned legislation.

In light of the above, it is forbidden to all employees and co-operators to:

- receive any commission, percentage or benefits of any possible kind;
- Start and maintaining any business relationship with **Clients** that could cause conflict of interests with their task and function covered on behalf of **TASNEEF**.
- Receive gifts, travel tickets or any other kind of benefits different from monetary compensation, that could exceed the ordinary business politeness.

Violation of the above-mentioned principles allows **TASNEEF** to early terminate the contract and to be entitled to claim compensation for losses if any.



INDEX

1	GENERAL.....	1
2	APPLICATION.....	1
3	DEFINITIONS AND ABBREVIATIONS.....	1
4	NORMATIVE REFERENCES.....	1
5	DOCUMENTS.....	1
5.1	Documents to be submitted	1
5.2	System documents.....	2
6	COMPETENCE MANAGEMENT SYSTEM.....	2
6.1	General requirements.....	2
6.2	Documentation requirements.....	2
6.3	Management responsibility	3
6.4	Resources.....	3
6.5	Outside contractors.....	3
7	COMPETENCE MANAGEMENT PROCESS.....	3
7.1	Process steps.....	3
8	MONITORING, MEASUREMENT, ANALYSIS AND IMPROVEMENT	4
8.1	General.....	4
8.2	Monitoring and measurement	5
8.3	Improvement	5
9	CERTIFICATION PROCESS.....	6
9.1	General.....	6
9.2	Initial audit	6
9.3	Annual audit	6
9.4	Additional audit.....	7
9.5	Certificate	7
9.6	Suspension, reinstatement and revocation of certification	7
10	Tasneef CERTIFICATION LOGO.....	7
10.1	Requirements for the use of the logo.....	7

1 GENERAL

1.1

These Rules set out the procedures applied by Tasneef for the certification of Competence Management Systems implemented in order to develop, manage, monitor and continuously improve the competence of seafarers and shore personnel of the company.

The verification of individual competences is beyond the scope of the certification process.

1.2

These Rules define requirements in addition to

- those established by the International Convention on Standards of Training, Certification and Watch keeping (STCW) for Seafarers
- International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code)
- International Ship and Port Facility Security Code (ISPS Code)
- ILO's Maritime Labour Convention (MLC)
- International Convention for the Prevention of Pollution from Ships (MARPOL) and
- International Convention for the Safety of Life at Sea (SOLAS).

1.3

Conformity to these Rules does not absolve the company from compliance with any requirement issued by the ships' flag Administrations and any other applicable requirements issued by international, national or local authorities.

1.4

Tasneef reserves the right to carry out additional verification as deemed necessary in pursuance of its internal Quality System or as required by external organisations.

1.5

The competence management system can be integrated in management systems already implemented by the company, such as for example safety management system (SMS), quality management system, environmental management system, etc.

The company's certificates, already issued by Tasneef or any other society, continue to be valid regardless of certification in accordance with these Rules.

2 APPLICATION

2.1

These Rules apply to companies which:

- own ships and/ or

- manage ships and/ or
- manage and supply crew

independently of size and type of business (cargo ships, passenger ships, etc.)

2.2

The field of application of the certification may be limited to one type of business or management: any limitation will be stated on the certificate.

3 DEFINITIONS AND ABBREVIATIONS

3.1

For any definitions not included in the following, the definitions reported in the ISM code and in ISO 9000 apply.

- Assessment: process of collecting and analyzing data to determine the efficiency/effectiveness of an organization, process or a person's competence.
- Competence: skills, knowledge, abilities needed to perform a task.
- Documented procedure: an established, documented, implemented and maintained procedure.
- Knowledge: information held by a person as a consequence of his education, training, experience, etc.
- KPI: key performance indicator.
- Job competence: descriptions of what competencies are needed for a particular job.
- Skill: ability to perform a specific task.
- Training: process to provide and develop knowledge, skills and behavior to meet requirements.

4 NORMATIVE REFERENCES

4.1

- ISO 9001:2008 Quality management systems - Requirements.
- International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code)

5 DOCUMENTS

5.1 Documents to be submitted

The certification request is to include

- number of ships owned or managed by the company
- list of offices involved
- list of other certification obtained (if relevant)
- any other documentation considered necessary.

In the case the system is not completely implemented in all ships and offices within the field of

application of the certification, a plan for the implementation (refer to [6.1.3]) is to be submitted for acceptance before the initial audit.

Tasneef reserves the right to request the submission of additional documents if it is deemed necessary for the evaluation of the company's implemented system.

5.2 System documents

The system is to include at least the following documents or information:

- Competence management policy
- Plan for the implementation of the competence management system on board and ashore
- Document defining company objectives and indicators relevant to the competence management system
- Procedure for competence assessment and gap analysis
- Plan of competence acquisition
- Procedure for the evaluation of effectiveness of the actions carried out
- Document defining onshore and on-board responsibilities and authorities relevant to competence management
- Document defining crew and shore personnel competence for each job competence
- Procedure for internal audits
- Procedure for non-conformity, corrective and preventive action management
- Procedure for incident and near miss management
- Procedure for document control (including records, procedures, training statement)
- Procedure for supplier qualification and control
- Procedure for internal assessor qualification

6 COMPETENCE MANAGEMENT SYSTEM

6.1 General requirements

6.1.1

The company is to establish, document, implement and maintain a competence management system and continually improve its effectiveness in accordance with the requirements of these rules.

The company is to

- determine the criteria and methods needed to ensure that both the operation and control of the competence management system are effective,
- ensure the availability of resources and information necessary to support the operation and monitoring of the competence management system,
- monitor, measure and analyze the competence acquisition process, and

- implement actions necessary to achieve planned results and continual improvement of the competence management system.

6.1.2

Where a company chooses to outsource a part of the process needed for the competence management system, including management activities, provision of resources, implementation, measurement, analysis and improvement, the company is to ensure control over these parts of the process. The type and extent of controls to be applied to these outsourced processes, if any, are to be defined within the competence management system.

6.1.3

The competence management system is to be implemented for all ships and offices within two years from the end of the initial audit - stage 2 (refer to [9.2.3]). After this first starting period, in new offices or ships, the system is to be implemented within 6 months from the office start-up, ship acquisition or delivery.

The implementation of the management system is not mandatory for a ship managed or owned for a period of less than 6 months.

6.1.4

For crew management companies, the requirements of the present rules are applicable, in addition to their employees, to managed and supplied crew, too.

6.2 Documentation requirements

6.2.1 Control of documents

A documented procedure is to be established to define the controls of the documents related to the competence management system. In particular, the procedure is to define the following:

- approval of documents for adequacy prior to issue,
- review and update as necessary and re-approval documents,
- identification of changes and current revision status of documents,
- guarantee that relevant versions of applicable documents are available at points of use,
- means to ensure that documents remain legible and readily identifiable,
- means to ensure that documents of external origin determined by the company to be necessary for the planning and operation of the competence management system are identified and their distribution controlled,
- means to prevent the unintended use of obsolete documents, and to apply suitable identification to them if they are retained for any purpose.

6.2.2 Control of records

Records established to provide evidence of:

- conformity to requirements and
- effective operation of the competence management system

are to be controlled.

The company is to establish a documented procedure to define the controls needed for the identification, storage, protection, retrieval, retention and disposition of records.

Records are to remain legible, readily identifiable and retrievable.

6.3 Management responsibility

6.3.1 Competence policy

A competence management policy is to be established. The policy is to

- include the top management commitment to comply with requirements and continually improve the effectiveness of the competence management system,
- provide a framework for establishing and reviewing competence objectives,
- be documented and communicated within the company,
- be available to interested parties and
- be reviewed for continuing suitability and effectiveness.

6.3.2 Responsibility and authority

Responsibilities and authorities for onshore and on-board managing, performing and assessing competence are to be defined and communicated within the company.

6.4 Resources

6.4.1 Provision of resources

The company is to determine and provide the resources needed to implement and maintain the competence management system and continually improve its effectiveness.

6.4.2 Competence management system manager

A competence management system manager is to be appointed and her/his authorities and responsibilities, in respect of the management system, are to be clearly defined.

The system manager is to manage and control the procedures and activities relevant to the requirements of these rules.

6.5 Outside contractors

6.5.1 Supplier qualification and control

Suppliers of services relevant to competence management systems are to be qualified. A documented procedure is to be established detailing the criteria and tools for the selection, qualification and periodical evaluation of suppliers. Type and extent of control are to be dependent upon the importance of the services.

Records of qualification, periodical evaluation and any necessary action arising from the evaluations are to be maintained according to the procedure in [6.2.2].

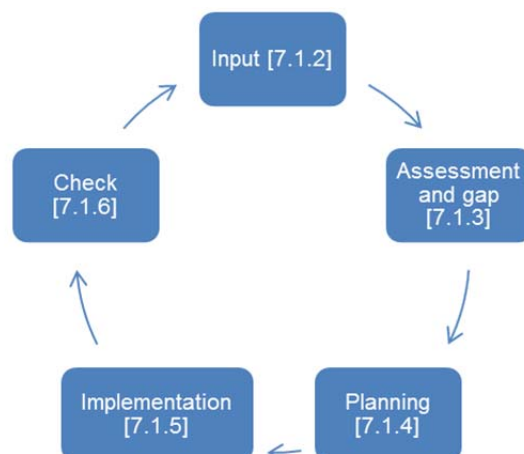
7 COMPETENCE MANAGEMENT PROCESS

7.1 Process steps

7.1.1

The steps of the competence management process are illustrated in Figure 1 and described in the following paragraphs.

Figure 1: Competence management process



7.1.2 Input

The objectives of the system are to be defined by the company's management. The objectives, for which measureable KPIs are to be identified, are to be strictly linked to business objectives and the competence management policy.

The outputs of the check [7.1.6] are to be considered input for the following steps.

For any onshore and on-board position subject to the certification process, the competence needs are to be identified (job competence) at least on the basis of:

- company objectives
- code, convention, law and rule requirements (STCW, ISM, SOLAS, MARPOL, ISPS, MLC, Flags, class societies, laws relevant to health and safety, including food safety, administrative laws, etc.), including forth incoming, already published, amendments
- internal procedures of other management systems in force
- guidelines or rules of voluntary associations (e.g. Tanker Management and Self-Assessment - TMSA)
- customer requests and feedback
- personnel role
- new equipment, software, new and different type and size of ships
- lessons learned, incident and near miss analysis

7.1.3 Assessment and gap

A documented procedure is to be defined, detailing the tools and criteria to assess the competence of every crew member and shore staff versus the relevant job competences, considering personal future position, too.

The possibility for assessed people to appeal is to be considered in the procedure.

The internal assessors are to be qualified people: a company documented procedure is to clarify the qualification process such as, for example, the IMO course TA312S "Seafarers' Assessment, Exam & Certification".

The assessment results are to be used for the evaluation of the competence gap, i.e. the identification of the gap between the target competence and the existing competence, both at company and individual level.

The outcomes of the assessment and competence gap are to be recorded.

7.1.4 Planning

A plan of the actions (e.g. recruitment, training courses, simulator exercise, procedure updating, outsourcing, purchasing a company, etc.) is to be

established and maintained in order to fill the competence gap. The following items are to be considered during the planning and time frame:

- criticality of the identified competence gaps based on an assessment in terms of health, safety, security, environmental risk and other risks identified by the company as important, such as business risk
- operational goals (availability and capacity forecasts, business goals)
- individual annual and long-term competence plans including relocation aspirations
- refresh training requirements
- crew co-ordination training (e.g. drills).

The plan is to be defined in terms of: activities, responsibilities, deadline. The plan is to be:

- agreed by the management
- disseminated to the people in charge for action and
- updated at planned intervals.

7.1.5 Implementation

The planned activities are to be carried out in accordance with the plan of competence acquisition. The activities carried out and the results are to be recorded.

7.1.6 Check

A documented procedure for the evaluation of the effectiveness of the actions carried out is to be implemented. The standard ISO 10015 Quality management – guidelines for training can be used as reference for training outcomes. The procedure is to include responsibility, periodicity and criteria to:

- evaluate the accomplishment of objectives and effectiveness of the actions taken
- initiate and carry out improvements
- communicate the outcome

The outcomes of the evaluation are to be recorded and considered as input [7.1.2] in the following steps.

8 MONITORING, MEASUREMENT, ANALYSIS AND IMPROVEMENT

8.1 General

8.1.1

A monitoring, measurement, analysis and improvement process is to be planned and implemented. The scope of the process is to

- ensure conformity of the competence management system
- continually improve the effectiveness of the competence management system.

8.2 Monitoring and measurement

8.2.1 Internal audit

A documented procedure for conducting internal audits of the competence management system is to be established.

The internal audits are to be conducted at planned intervals to determine:

- conformity of the competence management system with the requirements of these rules
- conformity of the implemented competence management system with the requirements of the competence management system established by the company
- the effective implementation and maintenance of the system.

The audit program is to be planned taking into consideration the status and importance of the processes and areas to be audited, as well as the results of previous audits. The audit criteria, scope, frequency and methods are to be defined. The selection of auditors and conduct of audits are to ensure objectivity and impartiality of the audit process.

Records of the audits and their results are to be recorded and available to audited departments and top management.

The appropriate actions to correct non conformities are to be implemented as soon as possible.

Verification of the actions taken and reporting of the verification results are to be included in the follow-up activities.

8.2.2 Monitoring

Monitoring and analysis of the competence management system process is to be carried out annually. The scope is to demonstrate the ability of the processes to achieve the planned results.

The input to be analyzed is to be at least the following:

- Business goals and KPIs
- Audit outcomes
- Customer satisfaction
- Supplier assessment
- Reported incidents and near misses
- Third party inspection results

The results of the monitoring are to be recorded.

When planned results are not achieved, appropriate action is to be taken.

8.2.3 Incident and near miss management

A documented procedure for the management of incidents and near misses is to be established. For the purpose of the competence management system,

the incidents related to competence gap are to be highlighted. The following items are to be considered in the procedure:

- reporting
- data collection
- investigation and analysis
- identification of corrective and preventive action
- report and dissemination of lessons learned
- check of the corrective actions implemented

8.3 Improvement

8.3.1 Continual improvement

The effectiveness of the competence management system is to be continually improved through the use of the competence policy, objectives, audit results, monitoring, corrective and preventive actions and management review.

8.3.2 Corrective action

Actions are to be taken to eliminate the causes of nonconformities in order to prevent recurrence. Corrective actions are to be appropriate to the effects of the nonconformities encountered.

A documented procedure is to be established to define requirements for

- reviewing nonconformities,
- determining the causes of nonconformities,
- evaluating the need for action to ensure that nonconformities do not recur,
- determining and implementing the action needed,
- recording the results of the action taken and
- reviewing the effectiveness of the corrective action taken.

8.3.3 Preventive action

Actions are to be determined by the company to eliminate the causes of potential nonconformities in order to prevent their occurrence. Preventive actions are to be appropriate to the effects of the potential problems.

A documented procedure is to be established to define requirements for

- determining potential nonconformities and their causes,
- evaluating the need for action to prevent the occurrence of nonconformities,
- determining and implementing the action needed,
- recording the results of the action taken and
- reviewing the effectiveness of the preventive action taken.

9 CERTIFICATION PROCESS

9.1 General

9.1.1

The scope of the certification process is verification of compliance of the competence management system with the requirements of these rules, both ashore and on board.

9.1.2

The process consists of an initial audit (stage 1 and 2), annual audits ashore and on board (if applicable) and additional audits if necessary.

9.2 Initial audit

9.2.1

The initial audit is divided into first and second stage; if the outcome of the first stage is positive (i.e. zero non conformities), the surveyor can carry out the second stage ashore during the same visit.

The second stage is to be carried out within a period of six months from the end of the first stage.

In any case, stage 2 is to be carried out after the competence management system has been implemented for a minimum period of 3 months.

9.2.2 Stage 1

Stage 1 of the initial audit is to be carried out in the company's head office, the main aim being to assess the availability of all documentation and procedures required by these rules and related compliance.

9.2.3 Stage 2

The aim of stage 2 of the initial audit is to verify that:

- the action taken by the company to resolve the findings of stage 1 has been addressed
- the competence management system is correctly implemented and has been operational for at least three months

in the main shore-based support office and on board (if applicable). The audit on board is to be carried out according to the following table 1. The number of ships is to be intended as the number of the particular type of ships (e.g. passenger, oil chem tankers, gas carrier, bulk and general cargo, containers, ro-ro, etc.).

Table 1: Number of ships to be audited per type for the initial audit

Number of ships per type	Number of initial audits on board
1-25	1
26-50	2
51-75	3
76-100	4
> 101	5

The certificate is issued once the necessary corrective action has been implemented (if applicable).

9.3 Annual audit

9.3.1

Compliance and correct maintenance of the competence management system with the present rules are to be verified annually. The annual audit is both ashore and on board; the number of on-board audits is indicated in the following table 2. The number of ships is to be intended as the number of the particular type of ships (e.g. passenger, oil chem tankers, gas carrier, bulk and general cargo, containers, ro-ro, etc.).

In the case of major non conformities, Tasneef reserves the right to increase the minimum number of ships.

Table 2: Number of ships to be audited per type for the annual audit

Number of ships per type	Number of annual on-board audits
1-50	1
51-100	2
> 101	3

9.3.2

The ships subject to audit are to be different at every audit.

If the company has many onshore sites, a different site will be audited every year in order to verify actual implementation in all company offices.

9.4 Additional audit

9.4.1

If the certification process is suspended due to non-conformities or numerous observations affecting the proper functioning of the management system, an additional audit is to be carried out.

The aim of the additional audit is to verify the implementation and effectiveness of the proposed corrective action; following the successful outcome of this audit, the certification process is resumed.

9.5 Certificate

9.5.1

The competence management system certificate is issued with a three-year validity, on the basis of the positive results of the initial stage 2 audit, and is confirmed on the basis of the results of the annual audit.

The Certificate is renewed every three years on the basis of the results of verification of compliance with the requirements of these rules.

9.5.2

Tasneef is to be promptly informed by the certified company in the case of:

- any changes occurring related to aspects which could influence the capacity to continue meeting the requirements of these rules
- major non conformities relevant to other company management systems, including SMS
- suspension or revocation of other management system certificates of compliance.

Tasneef reserves the right to perform additional audits of the company if the changes communicated are considered particularly relevant as regards maintenance of compliance with the requirements of these rules.

9.6 Suspension, reinstatement and revocation of certification

9.6.1

The validity of the certificate can be suspended in accordance with the "General contract conditions

governing system, product and personnel certification" and also in the following specific cases:

- if the company does not allow the annual or recertification audits to be carried out when due;
- if major non conformities are found in the Management System which have not been resolved within the time limit established;
- if the company has not met the deadline established for corrective action communication, following non conformities reported in the audit report;
- if the company has carried out major restructuring of its site(s), or moved to another site without informing Tasneef of these changes;
- if the company has made significant changes which have not been accepted by Tasneef;
- in the presence of important restructuring of the company which has not been communicated to Tasneef;
- if any justified and serious complaints received by Tasneef are confirmed.

The company may also ask Tasneef to suspend the certificate, giving its reasons, for a period in general of not more than six months and, in any case, not beyond the expiry date of the certificate.

Suspension is notified in writing, stating the conditions for reinstatement of the certificate and the deadline by which these are to be fulfilled.

9.6.2

Reinstatement of certification is dependent on verification that the shortcomings which led to suspension have been eliminated. This is done by means of an in-depth audit to check that the competence management system complies with all the requirements of the reference standard.

10 Tasneef CERTIFICATION LOGO

10.1 Requirements for the use of the logo

A company which has positively completed the certification process is allowed to use the Tasneef certification logo (see Figure 2) in accordance with the general criteria given in the "Rules for the use of the Tasneef certification logo".

Figure 2: Logo