



Rules for Shipboard Security System Certification

Effective from 1 January 2026

GENERAL TERMS AND CONDITIONS
OF EMIRATES CLASSIFICATION SOCIETY – L.L.C – O.P.C (TASNEEF)
EFFECTIVE AS OF 1 APRIL 2025

DEFINITIONS

Administration	means the government of the state whose flag the Ship is entitled to fly or under whose authority the Ship is authorised to operate in the specific case.
Client	means the interested party and any other party who requires the Services.
Certificate of Classification	means a certificate of classification, issued by a Society and the certificate confirms that the vessel's structure, machinery, and equipment meet the society's specific technical rules and regulations.
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 Ship builder, 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 Ship owner, 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.
Register of Ships	means a register book, also known as a Register of Ships, is a comprehensive record of vessels that are classified by a society.
Rules	means the documents below issued by the Society: <ul style="list-style-type: none"> a. Rules for the classification of Ships or other special units. b. Complementary rules containing the requirements for certification of products, plants, systems and other or containing the requirements for the assignment of additional class notations. c. Rules for the application of statutory rules, containing the rules to perform the duties delegated by administrations. d. Guides to carry out particular activities connected with Services. e. Any other technical document, as for example rule variations or interpretations.

Services	means the activities described in Article 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, as for example offshore structures, floating units and underwater craft.
Society	means Emirates Classification Society LLC OPC and/or its affiliated entities providing the Services.
Surveyor	means technical staff acting on behalf of the society in performing the Services.
UAE	means United Arab Emirates.

ARTICLE 1

- 1.1 The purpose of the Society is, among others, the classification and certification of Ships and the certification of their parts and components.
- 1.2 The Society (a) sets forth and develops Rules; (b) publishes the Register of Ships¹; and (c) issues certificates, statements and reports based on its survey activities.
- 1.3 The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.
- 1.4 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.

ARTICLE 2

- 2.1 The Rules developed by the Society reflect the level of its technical knowledge at the time they are published. Therefore, the Society, though committed, also through its research and development services, to continuous updating, does not guarantee they 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 on the basis of 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.tasneefmaritime.ae
- 2.3 The Society exercises due care and skill:
 - (a) in the selection of its Surveyors; and
 - (b) 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 each component of the Ship or of the items subject to certification. The surveys and checks made by the Society, either on board Ships or with remote techniques, do not necessarily require the constant and continuous presence of the Surveyor. The Society may also commission laboratory testing, underwater inspection and other checks to qualified service suppliers, who will carry out these duties under their responsibility. 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.

ARTICLE 3

- 3.1 The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflect the discretionary 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).
- 3.2 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.
- 3.3 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 authorised bodies and for no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties on the basis of 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, are governed by the Rules of the Society, whom is the sole subject entitled to make such authentic 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.
- 3.4 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.
- 3.5 Any document issued by the Society in relation to its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.
- 3.6 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 including, without limitation, Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.

- 3.7 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 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.
- 3.8 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.
- 3.9 In consideration of the above, and within the limits of liability under Article 5 below, the Interested Party undertakes to relieve and hold harmless the Society from any third party claim, as well as from any liability in relation to the latter concerning the Services rendered, where these are attributable to the Interested Party.
- 3.10 Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties with respect to the Services rendered by the Society are described in the Rules applicable to the specific Service rendered.

ARTICLE 4

- 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 and costs, 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. In the event of non-payment of the invoice within the contractually agreed terms, the Society reserves the right to request, in addition to the full payment of the principal amount due and without the need for further formal notice, also:
- (a) Late payment interest at a rate of 5% per annum, calculated from the due date of the invoice until full payment is received, in accordance with the applicable laws in the United Arab Emirates or the country from where the invoice is issued. Any applicable VAT, taxes, or statutory levies shall be borne by the Client as per the laws

- of the respective jurisdiction;
- (b) full reimbursement of any costs incurred for debt recovery, including, but not limited to, legal fees, administrative expenses, and the costs of any extrajudicial actions; and
- (c) any additional amount due as compensation for damages suffered as a result of the delay or non-compliance, where documented.
- 4.3 The contract for the classification of a Ship or for other Services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30 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 Services.
- 4.4 The Society may withhold, suspend or withdraw any certificate, report or service in the event of non-payment of fees due to any member of the Society by the Client in relation to the entire business relationship between any member of the Society and the Client or by any other companies belonging to the same group as the Client. This also applies when the obligation to pay rests with a builder or with the Ship's previous Owner.
- 4.5 For every case of termination or suspension of the contract, the fees for the activities performed until the time of the termination or of the suspension shall be owed 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 or of the suspension.
- 4.6 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 the Society will be withdrawn in those cases where provided for by agreements between the Society and the flag State.

ARTICLE 5

- 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 Article 2), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.
- 5.2 Therefore, subject to what provided for in Article 5.3 below, and also in the case of activities carried out by delegation of Governments, neither the Society nor any of its Surveyors will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, derived from carrying out the Services.
- 5.3 Notwithstanding the provisions in Article 5.1 above, should any user of the Society's Services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its Surveyors, servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fees charged for the specific Services, information or opinions from which the loss or damage derives or, if no fee has been charged, a maximum of AED5,000 (Arab Emirates Dirhams Five Thousand only).
- 5.4 Where the fees charged are related to a number of Services, the amount of the fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the

performance of the Service from which the damage or loss derives. Any liability for indirect or consequential loss, damage or expense is specifically excluded. In any case, irrespective of the amount of the fees charged, the maximum damages payable by the Society will not be more than AED 300,000 (Three Hundred Thousand Dirhams). Payment of compensation under this Article will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in Article 5.

- 5.5 Any claim for loss or damage of whatever nature by virtue of the provisions set forth herein shall be made to the Society in writing, within the shorter of the following periods: THREE MONTHS from the date on which the Services were performed or THREE MONTHS from the date on which the damage was discovered. Failure to comply with the above deadline will constitute an absolute bar to the pursuit of such a claim against the Society.

ARTICLE 6

- 6.1 Any dispute, controversy, or claim arising out of or relating to these Rules, the Services of the Society, or the interpretation, breach, or termination thereof, shall first be referred to the parties' senior management for amicable resolution within thirty (30) days of written notice by either party.
- 6.2 If the dispute is not resolved amicably under Article 6.1, it shall be exclusively governed by and construed in accordance with the laws of the Emirate of Abu Dhabi and the applicable federal laws of the United Arab Emirates. The courts of Abu Dhabi shall have exclusive jurisdiction to settle any such dispute.

ARTICLE 7

- 7.1 All plans, specifications, documents and information provided by, issued by, or made known to the Society, in connection with the performance of its Services, will be treated as confidential and will not be made available to any other party other than the Owner without authorisation of the Interested Party, except as provided for or required by any applicable legislation from a competent authority. Information about the status and validity of class and statutory certificates, including transfers, changes, suspensions, withdrawals of class, conditions of class, operating conditions or restrictions issued against classed ships and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party.
- 7.2 Information about the status and validity of other certificates and statements may also be published on the website or released by other means, without the prior consent of the Interested Party.
- 7.3 Notwithstanding the general duty of confidentiality owed by the Society to its clients in Article 7.1 above, the Society's clients hereby accept that the Society will participate in the IACS Early Warning System which requires each Classification Society to provide other involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the Ship which may be the specific property of another party), to enable such useful information to be shared and used to facilitate the proper working of the IACS Early Warning System. The Society will provide its clients with written details of such information sent to the involved Classification Societies.
- 7.4 In the event of transfer of class, addition of a second class or withdrawal from a double/dual class, the Interested Party undertakes to provide or to permit the Society to provide the other Classification Society with all building plans and drawings, certificates, documents and information relevant to the classed unit, including its history file,

as the other Classification Society may require for the purpose of classification in compliance with the applicable legislation and relative IACS Procedure. It is the Owner's duty to ensure that, whenever required, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.

- 7.5 In the event that the ownership of the Ship, product or system subject to certification is transferred to a new subject, the latter shall have the right to access all pertinent drawings, specifications, documents or information issued by the Society or which have come to the knowledge of the Society while carrying out its Services, even if related to a period prior to transfer of ownership.

ARTICLE 8

- 8.1 The Society shall not be obliged to perform any obligation towards the Client (including, without limitation, obligation to (a) perform, deliver, accept, sell, purchase, pay or receive money to, from or through a person or entity, or (b) engage in any other act) if this would be in violation of, inconsistent with or expose the Society to punitive measures under any United Nations resolutions and/or under any laws, regulations, decrees, ordinances, orders, demands, requests, rules or requirements of EU, United Kingdom, and/or United States of America and which relate to foreign trade controls, export controls, embargoes or international boycotts (applying, without limitation, to the financing, payment, insurance, transportation, delivery or storage of product and/or services) hereinafter referred to as "Trade Sanctions".
- 8.2 Recurring the above circumstances during the performance of the contract, the Society shall be entitled at its sole and absolute discretion:
- (a) to immediately suspend payment or performance of the Services which are the object of the contract until such;
 - (b) time as the Trading Sanctions are in force;
 - (c) to a full disengagement from the obligation affected by the Trading Sanctions, in the event that the inability to fulfill the said obligation persists until the term provided for the fulfilment hereunder, provided that where the relevant obligation relates to payments for activities and/or Services which have already been delivered, the affected payment obligation shall remain only suspended until such time as the Trading Sanctions no longer apply to the payment ; and/or
 - (d) to terminate the contract, without prejudice of the Society's rights pursuant to Article 4.

ARTICLE 9

Should any part of these General Conditions be declared invalid, this will not affect the validity of the remaining provisions.

ARTICLE 10

When the Society provides its Services to a consumer - i.e. a natural person who does not act within the scope of his business or professional activity - the following provisions do not apply Article 3 (as far as the Society is solely entitled to the authentic interpretation of the Rules); Article 4, (as far as the payment of the fees is also due for Services not

concluded due to causes not attributable to the Interested Party); Article 5 (as far as the exclusion of liability is concerned), and Article 6 (as far as the jurisdiction of a Board of Arbitrators based in Abu Dhabi is concerned).

ARTICLE 11

- 11.1 The Society and the Interested Party shall promote safety, protect human health and environment and create safe working conditions for their personnel.
- 11.2 The Interested Party shall guarantee that the working environment in which the Society's Surveyor will be required to work is adequate, safe and in all respect compliant with the applicable legislation and Rules and shall adopt all necessary measures to mitigate and/or control any relevant risk.
- 11.3 Furthermore, in accordance with the applicable legislation and Rules, the Interested Party shall provide the Society with complete and detailed information relevant to any actual or potential specific risk existing in the work areas where the Surveyor will be required to operate and relevant to the performance of the Services as well as with any specific safety measure that the Society's Surveyor is requested to comply with.
- 11.4 The Society reserves not to commence and/or to suspend the Services and/or to terminate the contract, claiming compensation for any damage occurred, if it considers that the safety requirements listed in this Article are not satisfactorily met.

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INTRODUCTION, SCOPE AND APPLICATION

These Rules provides methods and criteria for carrying out Ship Security Plan (SSP) approvals and for issuing International Ship Security Certificates (ISSCs) to ships following verification by audit that their security systems and any associated security equipment comply with the requirements of the ISPS Code and the provisions of the corresponding approved SSPs.

TASNEEF may conduct approvals of SSPs or amendments thereto and verification of SSPs necessary for issuing an ISSC on behalf of Administrations. Certificates will comply with the format required by the Administrations.

These Rules establish procedures for:

- a) review and approve Ship Security Plans (SSPs);
- b) verify compliance with the requirements of the ISPS Code and to issue an International Ship Security Certificate or a Statement of Compliance for the issue of an International Ship Security Certificate to a ship, when TASNEEF is acting as a Recognised Security Organisation on behalf of a SOLAS Convention Contracting Government;
- c) issue a Statement of Compliance of a Shipboard Security System with these Rules when requested by a Company on voluntary basis;
- d) carry out the relevant periodical verification for the maintenance of the International Ship Security Certificate (intermediate verification);
- e) issue of interim, initial, renewal ISSCs;
- f) additional verification;
- g) withdrawal of certification.

These Rules reflect:

- the "Procedural Requirements for ISPS Code Certification" (PR24) issued by the International Association of Classification Societies (IACS). PR24 is to be applied when TASNEEF is acting as RSOs on behalf of the Administration in the conduct of SSP approvals, audits and the issuance of certificates in accordance with the ISPS Code. The scope of the verifications carried out in accordance with this PR24 shall be restricted to the Requirements of SOLAS Chapter XI-2 and the ISPS Code Part A taking into account ISPS Code B/8.1 to B/13.8. For Minimum requirements relating to non-routine ISPS Code certification scenarios please refer to Annex 1.
- the "Procedural Requirements for the Transfer of Safety and Security Management Systems Certification (PR18)" issued by the International Association of Classification Societies (IACS).
- IACS Recommendation No. 41 Guidance for Auditors to the ISM Code Annex 5.
- MSC/Circ.1097 "Guidance relating to implementation of SOLAS Chapter XI-2 and the ISPS Code" dated 06 June 2003.
- IACS Rec. 124 "Guidance on the Role of the Recognised Security Organization in relation to the employment of armed guards and the installation of citadels on board ships threatened by piracy in the Indian Ocean".
- IMO Resolution MSC.147(77), Revised Performance Standards for a ship Security Alert System adopted 29 May 2003.
- IMO Circular MSC/Circ.1072, Guidance on Provision of Ship Security Alert Systems, dated 26 June 2003.

- MSC.74(69), Annex 3, Recommendation on Performance Standards for Universal Automatic Identification System (AIS), adopted 12 May 1998 and MSC.115(73), Revised Recommendation on Performance Standards for Universal Automatic Identification Shipborne Combined GPS/GLONASS Receiver Equipment, adopted on 1 December 2000
- MSC/Circ.1074, Interim Guidelines for the authorisation of RSO acting on behalf of the Administration and/or Designated Authority of a Contracting Government.

In addition to SOLAS Ch. XI-2 and the mandatory Part A of the ISPS Code, a recommendatory Part B of the same Code is intended to provide guidelines for the implementation of the mandatory requirements.

Part B of the Code will provide guidance during the verification for the Ship Security Certification.

These Rules apply to those ships operated by Companies which request security verification from TASNEEF.

In application of these Rules, when an audit is carried out on behalf of an Administration which has appointed TASNEEF as a Recognised Security Organisation, any rules and requirements imposed by the flag Administration are to be verified when they are different and/or more stringent than those stipulated here.

1 VERIFICATION

Definition

Auditor

"Auditor" means a TASNEEF exclusive employee trained, qualified and authorised in accordance with IACS Procedural Requirement 10 (PR10) to carry out SSP approval and audits.

Convention

"Convention" means the International Convention for the Safety of Life at Sea, 1974 as amended.

ISPS Code

"ISPS Code" means the International Ship and Port Facility Security Code (ISPS) as adopted by IMO.

Ship Security Assessment (SSA)

"Ship Security Assessment" (SSA) is an activity carried out to identify possible threats to key shipboard operations and the likelihood of their occurrence and an evaluation of existing security measures and weaknesses in the infrastructure policies and procedures.

Ship Security Plan (SSP)

"Ship Security Plan" means a plan developed to ensure the application of measures on board the ship designed to protect persons on board, the cargo, cargo transport units, ship's stores or the ship from the risk of a security incident.

Security System

"Security System" is the system in place on board the ship which implements the procedures, documentation and required records which are examined to verify compliance with the requirements of the ISPS Code.

Security Equipment

"Security equipment" is equipment used in the implementation of the security measures specified in the SSP.

Company Security Officer (CSO)

“Company Security Officer” means the person designated by the Company for ensuring that a Ship Security Assessment is carried out; that a Ship Security Plan is developed, submitted for approval and thereafter implemented and maintained; and for liaison with the PFSO and SSO.

Ship Security Officer (SSO)

“Ship Security Officer” means the person on board the ship, accountable to the master, designated by the Company as responsible for the security of the ship, including implementation and maintenance of the ship security plan, and for liaison with the Company Security Officer (CSO) and the Port Facility Security Officer (PFSO).

Security incident

“Security incident” means any act or circumstance threatening the security of a ship, a mobile offshore drilling unit, a high speed craft, a port facility, a ship/port interface, or any ship to ship activity.

Security level

“Security level” means the qualification of the degree of risk that a security incident will be attempted or will occur.

Security level 1

“Security level 1” means the level for which minimum appropriate protective security measures shall be maintained at all times.

Security level 2

“Security level 2” means the level for which appropriate additional protective security measures shall be maintained for a period of time as a result of heightened risk of a security incident.

Security level 3

“Security level 3” means the level for which further specific protective security measures shall be maintained for a period of time when a security incident is probable or imminent (although it may not be possible to identify the specific target).

Regulation

“Regulation” means a regulation of the Convention.

Ship

“Ship”, when used in this Code, includes self-propelled mobile offshore drilling units and high speed craft as defined in SOLAS Chapters XI-2/1.

Failure

“Failure” means the non-fulfilment of a specific requirement that does not compromise the ship’s ability to operate at security levels 1, 2 and 3. It may also be referred to as a Non-conformity.

Major Failure

“Major Failure” means the non-fulfilment of a specified requirement that compromises the ship’s ability to operate at security levels 1, 2 or 3. It may also be referred to as a Major Non-conformity.

Observation

“Observation” means a statement of fact made during an audit and substantiated by objective evidence. It may also be a statement made by the auditor referring to the SSP which, if not corrected, may lead to a Failure in the future.

Verification

“Verification” is confirmation through the evaluation of objective evidence that specified requirements have been fulfilled (see also 1.1.23).

Recognised Security Organisation (RSO)

“Recognised Security Organisation” (RSO) means an organisation authorised by a Contracting Government in accordance with SOLAS Chapter XI-2/1.16. In these Rules the wording “Classification Society” is always intended as “Classification Society acting as RSO”.

Ship Security Alert System (SSAS)

“Ship Security Alert System” means a system installed on board, either interfaced with another shipboard radio installation or self-contained (abbreviated to SSAS-SC), that complies with the functional requirements of SOLAS Chapter XI-2/6.2-6.4 and the performance criterion of IMO MSC.147(77).

Audit

“Audit” means a process of systematic and independent verification by obtaining objective evidence to determine whether the ship security related activities comply with the ISPS Code and the planned arrangements of the SSP and whether these arrangements are implemented effectively to achieve the objectives of the ISPS Code.

Any capitalized terms used in these Rules which are not defined above have the meanings given them in the Convention.

Aligned audits

“Aligned audits” are ISM and ISPS audits conducted in conjunction with each other.

Alignment

“Alignment” means aligning the expiry dates of the SMC and ISSC”.

Adjusted Certificate

“Adjusted” certificates are SMCs and/or ISSCs which will have their expiration dates adjusted so as to achieve alignment.

Company

A “Company” is defined in SOLAS regulation IX/1. “Alignment” means aligning the expiry dates of the SMC and ISSC”.

Criteria for verification

Criteria for verification of compliance with the requirements of the ISPS Code shall be in accordance with the applicable sections of SOLAS Chapter XI-2 and the ISPS Code Part A.

A Classification Society performing verification of compliance with the requirements of the ISPS Code shall meet the requirements of MSC/Circ. 1074 Appendix 1, paragraphs 3 to 5.

If a Classification Society has been involved in either the conduct of the SSA or the development of the SSP or any amendments for a specific ship, that Classification Society

shall not, due to potential conflict of interest, approve the SSP or conduct verification for the certification of the ship.

A Classification Society that approves an SSP or issues an ISSC shall have implemented a documented system for the:

- a) qualification and continuous updating of the knowledge and competence of auditors who perform such approvals or verifications in compliance with PR 10, and
- b) performance of the processes involved in accordance with these Rules. This system shall inter alia include procedures and instructions for the following:
 - (i) the establishment of contract agreements with Companies in respect of their ships;
 - (ii) the scheduling and performance of SSP approval and verifications;
 - (iii) the reporting of the results of SSP approval and verifications;
 - (iv) the issue of Interim and full term ISSC certificates.

Only auditors who are qualified as required by PR 10 shall carry out approvals and audits.

The entire SSP approval and implementation audit process shall verify:

- (i) that the SSP and any amendments are appropriate to the three security levels defined by the ISPS Code
- (ii) that the SSP is compliant with the ISPS Code
- (iii) that the SSP is being effectively implemented on board.

2 OBLIGATIONS OF THE COMPANY

2.1 General

2.1.1 Where the verification of an SSP is to be carried out by a Classification Society that did not carry out the SSP approval, if requested by the Classification Society the Company shall provide a copy of the SSA report and the SSP prior to the audit on board.

2.1.2 The Company shall carry out internal audits and reviews of security activities at least once every twelve (12) months on board each ship.

2.1.3 The Company and the ship are to maintain records of external security verifications for a minimum period of five (5) years.

2.1.4 Any amendments made to the Security System, the security equipment or the SSP and that are related to the requirements of ISPS Code A/9.4.1 to A/9.4.18, are to be submitted to the Classification Society for review and approval.

2.1.5 At the initial installation of the SSAS, the Company shall arrange for an approved Radio Technician to test and issue a report on the equipment's compliance with the requirements of SOLAS XI-2/6.2 to 6.4. A SSAS-SC may be tested and reported on by the SSO.

2.1.6 Following the initial installation of the SSAS, the Company is responsible for:

- testing and maintaining the SSAS to satisfy operational requirements according to the approved SSP; and
- maintaining on board the SSAS records specified in ISPS Code A/10.1.10.

2.2 Ship Security Assessment

2.2.1 The SSA is to be carried out by persons with appropriate skills to evaluate security risks and issues for each ship.

2.2.2 The SSA is to include an on-scene survey with the following elements:

- (i) identification of existing security measures, procedures and operations
- (ii) identification and evaluation of key shipboard operations
- (iii) identification and risk analysis of threats to these key shipboard operations
- (iv) identification of weaknesses in the system, including the human element, policies and procedures.

2.2.3 The security assessment is to be documented, reviewed, accepted and retained by the Company for submission during the approval process of the SSP.

2.2.4 Security assessments are to be performed based on the examination of specific threat scenarios, including regular trading patterns, with consideration of the vulnerability of the ship and the consequence of those scenarios.

2.2.5 Elements to be taken into account in the SSA are listed in ISPS Code B/8.1 to 13.8.

2.3 Ship Security Plan approval

2.3.1 The Company is to prepare and submit to the Classification Society an SSP for each ship. This SSP is to be reviewed and approved on behalf of the Administration.

2.3.2 Unless otherwise specified by the Administration, all changes to an approved SSP related to the requirements of ISPS-Code A/9.4.1 to A/9.4.18 shall be reviewed and approved before implementation by the Classification Society that approved the SSP. The SSP and amendments are to be accompanied by the SSA from which the SSP has been developed.

2.3.3 The SSP shall be developed in accordance with the requirements of ISPS Code Part A taking into account ISPS Code B/8.1 to B/13.8, and shall be written in the working language, or working languages, of the ship. If the language, or languages, used is not English, French or Spanish, a translation into one of these languages shall be included. When undertaking the approval, the Classification Society shall only consider the version of the SSP written in English, French or Spanish. When reviewing and approving an SSP, the auditor shall verify that the Company has taken into account relevant security-related guidance and best management practices, including the latest IMO Circulars concerning piracy, hijacking and armed robbery.

2.3.4 When the Classification Society approves the SSP and any amendments, it should retain, as a minimum, a copy of letter of approval. The evidence of this approval shall be kept on board. Marking of SSP's following first approval and approval of amendments, shall be handled in accordance with the Classification Societies internal procedures. As per TASNEEF internal procedures following documentation shall be retained:

- a) Letter of Approval

- b) SSP title page
- c) SSP index
- d) Revision history of the SSP.

The title page shall be stamped as approved. All other pages of the SSP should be marked to indicate review. The approved SSP shall be held on the ship.

2.3.5 When approving amendments to an SSP, the Classification Society shall determine whether any additional verification is required relating to its implementation.

2.3.6 During the certification period, no Classification Society shall approve amendments to an SSP approved by another Classification Society or an Administration.

2.3.7 If the ISPS certification is transferred in accordance with IACS PR 18 and if the gaining Society is requested to approve any amendments to the SSP by the management company, the gaining Society shall re-approve the entire SSP.

2.3.8 Evidence should be sought that the Company Security Officer (CSO) has received training in compliance with ISPS Code A/13.1. If evidence is not provided by the Company or there is objective evidence that the CSO has not received such training, the auditor should inform the Company so that corrective actions can be taken.

3 CERTIFICATION

3.1 Interim ISSC

- a) An Interim International Ship Security Certificate can be issued for the following reasons:
 - (i) a ship without a certificate, on delivery or prior to entry or re-entry into service,
 - (ii) transfer of a ship from one Administration to the flag of another Administration,
 - (iii) transfer of a ship to a signatory Administration from one that is not a signatory Administration,
 - (iv) a Company assumes the responsibility for the operation of a ship.
- b) The scope of verification for the issue of an Interim ISSC shall be as defined in ISPS Code A/19.4.2.
- c) An Interim ISSC shall be valid for six (6) months. No extensions can be granted.

3.2 Audit of ships

3.2.1 Audits for the issue or renewal of the ISSC shall consist of the following steps:

- (i) verification that an approved SSP is on board
- (ii) verification through a representative sample that the Security System is being implemented effectively
- (iii) verification that all security equipment specified in the SSP complies with applicable requirements
- (iv) verification that all security equipment specified in the SSP, including the Ship Security Alert System (SSAS), is operational.

3.2.2 Initial, intermediate and renewal audits shall be performed only under normal operating conditions and when the ship is fully manned in accordance with the Safe Manning Certificate.

3.2.3 The auditor shall verify the effective implementation of the approved SSP and its documented procedures based on objective evidence obtained by interviews, inspections, review of documents and examination of records.

3.2.4 Following the initial installation of the SSAS, the Classification Society may approve the related provisions in the SSP and verify, by audit and the witnessing of a complete security alert test, the effective implementation of those provisions. Confirmation that the SSAS complies with the requirements of para. 2 to 4 of SOLAS Chapter XI-2 will be found in the Radio Technician's report (or the SSO's report, in the case of an SSAS-SC).

3.2.5 At each subsequent scheduled audit the auditor shall examine the records of the testing, identify the SSAS activation points and verify the effective implementation of the procedures, instructions and guidance relating to the SSAS as specified in ISPS Code A/9.4.18.

3.2.6 Intermediate and renewal audits are to include a review of Failures reported following previous audits. The auditor shall select a sample of the reported Failures and verify that the Company is investigating, analysing and resolving them effectively and in a timely manner.

3.2.7 Where the audit of a ship is to be carried out by a Classification Society that did not carry out the SSP approval, the Classification Society may review the SSP either at, or prior to, the audit on board.

3.2.8 The auditor has the authority to ask for information from any other Classification Society, or if relevant the Administration, in order to check the accuracy of the information provided by the Company.

4 THE CERTIFICATION PROCESS

4.1 Application for Certification

4.1.1 The Company's application to TASNEEF for Security Certification is to include the name, size and type of the ship covered by the Security System and any other documentation considered necessary.

4.1.2 Upon acceptance by TASNEEF of the Company's application for Security Certification, the Company is to submit to TASNEEF the Ship Security Plan for the ship accompanied by the Security Assessment on the basis of which the plan was developed and the vessel's general arrangement plan (if not included in the SSP or SSA).

The Company is to make provision to send the Security Plan, including the Ship Security Assessment, in a secure manner (electronic format is acceptable), and inform TASNEEF as to the security of the documentation dispatch method chosen. TASNEEF will return the approved SSP in a sealed envelope using a courier service which has a tracking facility. TASNEEF will also give notification of the date the SSP is sent. Prompt notification is to be given by the applicable party in the event of any delay in receiving the documentation.

Subject to the outcome of the review in accordance with the provisions of section 9 of the ISPS Code and any other relevant provisions of these Rules, TASNEEF will approve the Ship Security Plan, issuing an approval letter, and pages of the approved SSP will be stamped as approved in

accordance with the ISPS Code, additional Flag requirements if applicable and TASNEEF internal procedures.

Document review and approval will also take place whenever amendments to the Shipboard Security Plan have been made. The amendments are to be accompanied by the reviewed Ship Security Assessment. TASNEEF will proceed with the review of any amendment of the SSP following the above-mentioned document approval process.

4.1.3 Audits carried out by TASNEEF on the Security System are based upon a sampling process. When no failure has been reported, it does not mean that none exists. All the security equipment on board is to be fully checked 100%.

4.1.4 Initial, intermediate and renewal audits shall be performed only under normal operating conditions (vessel neither laid up nor in dry dock) and with the ship fully manned in accordance with the Safe Manning Certificate. Interim audits are to be performed with the vessel fully manned in accordance with Minimum Safe Manning.

4.1.5 Initial, intermediate or renewal audits may be carried out in conjunction with an ISM audit of the ship.

5 ISSUANCE AND ENDORSEMENT OF THE INTERNATIONAL SHIP SECURITY CERTIFICATE (ISSC)

5.1 The ISSC shall be issued after an initial or renewal audit in accordance with 3.2.1.

5.2 The "type of ship" to be entered on the ISSC shall be selected from those defined in SOLAS chapter XI-2/1.

5.3 The ISSC shall be endorsed at the intermediate audit and at any additional audit required by the Administration or TASNEEF.

5.4 On completion of the audit, an ISSC with validity not exceeding five (5) years may be issued. A certificate of shorter validity may be issued by the auditor in accordance with Classification Society procedures and flag State requirements. When the renewal audit is completed within three months before the expiry of the existing certificate, the new certificate shall be valid until a date not exceeding five years of the expiry date of the existing certificate.

5.5 If a renewal audit has been completed and a new certificate cannot be issued or placed on board the ship before the expiry date of the existing certificate, the RSO, on behalf of the Administration, may endorse the existing certificate, which shall be accepted as valid for a further period not exceeding five months from the expiry date. If validity of ISSC is extended in accordance with ISPS Code A/19.3.5 documentary evidence of Administration approval must be sighted by the Classification Society.

5.6 If an intermediate audit is completed before the second and third anniversary date of the ISSC, then:

- (i) the expiry date shown on the certificate shall be amended by endorsement to a date which shall not be more than three years later than the date on which the intermediate audit was completed; or
- (ii) the expiry date may remain unchanged provided that at least one additional audit is carried out.

5.7 A copy of the ISSC and a copy of the audit report shall be transmitted to the Administration in a timely manner, if required.

5.8 At the request of the Company, the expiry date of the ISSC may be aligned with the expiry date on the Safety Management Certificate (SMC) provided that this does not exceed the five (5) year period specified in the ISPS Code A/19.3.

5.9 An ISSC shall cease to be valid in any of the following cases:

- (i) the relevant audit is not carried out within the specified period as per sect.19.1.1 ISPS Code Part A,
- (ii) the certificate is not endorsed in accordance with section 19.1.1.3 and 19.3.7.1. of ISPS Code para. A if applicable,
- (iii) the Company assumes the responsibility for the operation of a ship not previously operated by the Company,
- (iv) upon transfer of the ship to the flag of another Administration.

6 TRANSFER OF CERTIFICATION OF SECURITY SYSTEM

6.1 Procedural Requirements IACS PR18 governs the transfer of ISPS Code certification from one Society (the losing society) to another Society (the gaining society), and is applicable irrespective whether the Certification is mandatory or voluntary.

The application to take over ISPS certification from another Society can only be accepted after receiving the following information/documentation which confirms that:

- i) the existing certificate has not been withdrawn or otherwise invalidated by the losing society or the Flag,
- ii) all verifications initiated by the losing society have been satisfactorily completed by the losing RSO unless otherwise agreed between the gaining and losing Societies, and
- iii) any major non-conformities have been closed out or downgraded by the losing.

6.2 Where a written request for transfer of certification has been received from the Company, the GS (gaining society) shall notify the LS (losing society) of the Company's request by using Step 1 of Form TC.(Annex 5). In accordance with TASNEEF internal procedures however step 1 is sent to the GS only after having received from Company factual evidence that conditions of par. 6.1. are met.

If evidence of the certification status listed in Step 2 of Form TC (Annex 5) is not received from the LS within three (3) working days from notification, the GS may utilize the evidence and certification information provided by the Company. In such cases, a statement reminding the Company that the conditions of 6.1 are still applicable shall be given when the GS requests this information from the Company.

6.3 An audit is required for the issue of a new certificate. The audit for the issue of the new certificate shall address all elements of the ISPS Code, to the extent that the RSO is so authorised by the flag Administration requirements, and any matters arising out of the last audit carried out by the losing society. If the certificate is issued by the Flag the auditor may endorse (if authorised to do so by Flag) the certificate on behalf of the administration.

6.4 Where the transfer of certification occurs within the intermediate or renewal due date window, the corresponding audit may serve as the audit required in 6.3, respectively.

If the TASNEEF is successful within one month of the issue of the new certificate, the gaining society shall inform the losing society using the form provided in PR 18. If the audit is not successful within two working days, the gaining RSO shall inform the losing society by using the form attached to PR 18 (step 3 of Annex 5) and attaching the audit report in which reason for the rejection should be fully explained.

6.5 If TASNEEF receives an application from a gaining society, all information/documentation required by PR 18 of IACS shall be submitted to the gaining Society within three working days of the receipt of the completed step 1 (Annex 5) The documentation to be attached to the form by the losing RSO includes:

- (i) the last external audit report, including any any failures identified;
- (ii) evidence that corrective action has been proposed and the failure has been properly addressed; and
- (iii) any other information that may be relevant to the decision to accept or reject the transfer of certification.

6.6 Upon receipt of information that a new certificate has been issued by the GS the LS shall issue a "Notification of Invalidation of Certification" in accordance with PR24 as applicable, ensuring that the GS is included in its circulation.

6.7 Upon receipt of information that the audit is not successful because of an unresolved failure raised by the GS, the LS shall review the findings and take action as appropriate.

7 ISM ISPS CODE AND MLC EXPIRATION DATE ALIGNMENT

7.1 When the Company selects a single RO/RSO to aligned audits:

- (i) The lead auditor must be qualified for both ISM Code and ISPS Code certification and MLC, in accordance with the requirements of PR 10 and PR10B;
- (ii) The RO/RSO must be authorised to conduct both the ISM Code audit the ISPS Code audit and MLC Inspection by the flag Administration;
- (iii) In the case of transfer of management system certification, PR 18 and PR36 will be applicable as appropriate;
- (iv) All elements of the ISM Code and/or ISPS Code MLC shall be covered in the aligned audits and inspection relative to the adjusted certificate(s);
- (v) Results of the aligned audits shall be documented and reported separately and in accordance with PR 9 and PR 24 and PR40;
- (vi) Any change in the expiration date of the adjusted certificate requires a full renewal verification to be carried out, unless the expiration date of the adjusted certificate(s) is moved backwards and provided that the adjustment does not circumvent any audit due or falling due at the time that the harmonisation is completed.

7.2 Upon successful completion of the alignment, the new certificate(s) shall be issued or the existing certificate(s) replaced as needed to achieve alignment.

7.3 "Alignment" means aligning the expiry dates of certificates, SMC, ISSC and MLC.

7.4 "Aligned audits/inspection" means ISM and ISPS audits as well as MLC inspection conducted in conjunction with each other when a Company requests alignment.

7.5 "Adjusted Certificate" is the certificate or certificates, either SMC and/or ISSC and/or MLC, which will have its expiration date adjusted so as to achieve alignment.

8 OPENING AND CLOSING MEETINGS

8.1 Shipboard audits shall start with an opening meeting, the purpose of which is to:

- (i) introduce the auditor to the ship's management,
- (ii) explain the scope and purpose of the audit,
- (iii) provide a short summary of the methods and procedures to be used,
- (iv) establish the official communication line between the auditor and the shipboard management,
- (v) confirm that necessary resources, documentation and facilities are available,
- (vi) confirm the time and date of the closing meeting and any interim meetings.

8.2 The auditor shall verify the implementation of the approved SSP and objective evidence demonstrating the effectiveness of the documented procedures. This verification is achieved via interviews, review of documents and examination of records of drills and training.

8.3 On completion of each audit, the auditor shall hold a meeting with the shipboard management as appropriate, to present the findings so that they are fully understood.

9 REPORTING PLAN APPROVALS AND SHIPBOARD AUDITS

9.1 In the case of an SSP approval, the Letter of Approval includes the following wording: "In the development of the Ship Security Plan, in accordance with ISPS Code A/9.4, the provisions of ISPS Code B/8.1 to B/13.8 have been duly taken into account and applied as appropriate for the ship".

The Letter of Approval shall be given to the Company and retained on board the ship, together with a copy of the audit report.

In the case of an audit, the report must include the following:

- (i) the date and time of completion of the audit;
- (ii) the status of the implementation of the SSP;
- (iii) confirmation of the operational status of all security equipment and systems on board;
- (iv) reports of any Failures found during the audit.

10 RESPONSIBILITIES PERTAINING TO AUDITS

10.1 TASNEEF's responsibilities

TASNEEF is responsible for performing the audit and certification process in accordance with these Rules and relevant flag State requirements.

10.2 Responsibilities of the auditor

10.2.1 The auditor is responsible for:

- (i) carrying out the audit effectively and efficiently,

- (ii) complying with the applicable procedural and regulatory requirements,
- (iii) noting in the report any obstacles to the effective conduct of the audit,
- (iv) organising any special technical assistance required to verify compliance,
- (v) reporting the audit results clearly, concisely and without undue delay.

10.2.2 Auditors shall treat all the information to which they have access during the course of SSP approvals and shipboard verification audits in the strictest confidence.

Confidentiality of all security data/information held or collected in occasion of the security activities foreseen by these Rules shall be always ensured also towards third parties.

11 ACTION FOLLOWING PORT STATE CONTROL DETENTIONS

11.1 When a ship is detained and deficiencies relating to the ISPS Code are given as reasons for the detention, the Classification Society that issued the ISSC shall carry out an additional audit.

11.2 Any Failures shall be dealt with in accordance with the relevant requirements of item 13.

11.3 If the auditor disagrees with the conclusions of the Duly Authorised Officer, the reasons for the disagreement shall be documented in the audit report. The Duly Authorised Officer, the Company and the Administration must be made aware of the auditor's comments in this respect.

12 WITHDRAWAL OF CERTIFICATION

12.1 An interim ISSC shall not be issued to a ship from which a full-term ISSC has been withdrawn.

12.2 When an ISSC has been withdrawn, a new certificate may be issued only after the successful completion of an audit of scope equivalent to an initial audit.

12.3 The new certificate shall have the same expiry date as the certificate that was withdrawn.

13 FAILURES AND CORRECTIVE ACTION FOLLOW-UP

13.1 Audit findings shall be reviewed by the auditor(s) in order to determine whether they should be reported as Major Failures, Failures or Observations.

13.2 At the end of the Audit, the auditor(s) shall hold a meeting with the senior management of the ship and those responsible for the functions concerned. The purpose is to present Major Failures, Failures and Observations to the ship's management in such a manner that they are clearly understood.

13.3 Failures shall be raised against the corresponding requirement of the ISPS Code, the relevant sections or paragraphs of the SSP and any specific flag State requirements.

13.4 An ISSC is not to be issued or renewed if a Major Failure exists. Immediate action is required to restore compliance. The auditor shall verify the implementation of

these measures before the ship sails and a schedule for the implementation of actions to prevent recurrence shall be agreed between the Company and the auditor. At least one additional audit shall be carried out within the period agreed for the verification of implementation of the actions to prevent recurrence.

13.5 An ISSC shall not be issued or renewed until compliance has been restored for all identified Failures. In addition, a schedule for the implementation of action to prevent recurrence may be agreed between the Company and the auditor to avoid recurrence. Additional audits may be carried out as necessary.

13.6 An ISSC shall not to be endorsed if a Major Failure exists. Immediate action is required to restore compliance, thereby permitting the Major Failure to be downgraded. The auditor shall verify the implementation of these measures before the ship sails and a schedule for the implementation of actions to prevent recurrence shall be agreed between the Company and the auditor. At least one additional audit shall be carried out within the period agreed for the verification of implementation of the actions to prevent recurrence.

13.7 An ISSC may be endorsed following identification of a Failure, provided that compliance has been restored or a schedule has been agreed between the Company and the auditor for the completion of corrective action to restore compliance and to prevent recurrence. Additional audits may be carried out as necessary.

14 EMPLOYMENT OF ARMED GUARDS AND INSTALLATION OF CITADELS ON BOARD SHIPS THREATENED BY PIRACY IN THE INDIAN OCEAN

14.1 Companies duties

It is for the Company to decide what security measures should be adopted on board its ships based on the results of the ship security assessments. If, after assessing the risks to which a ship is exposed and after identifying its vulnerabilities, it is decided that armed guards or citadels have a part to play in the mix of deterrents and responses, then that is a matter for the Company's managers.

IMO Guidelines prohibit a Recognised Security Organisation (RSO) from approving, certifying or verifying processes and procedures that it has wholly or partially developed. A society and its auditors should not become involved in the detailed assessment of security risks or the selection of specific measures in relation to ships on which the society acts as an RSO. They should have no involvement in a Company's decisions as to whether armed guards should be employed or whether a citadel should be constructed, just as they should not be involved in other security-related decisions such as which areas must be restricted, how many CCTV cameras should be installed, where the SSAS activation points should be located or when to carry out additional deck patrols. No advice should be offered by RSOs and their auditors in relation to specific procedures and operations and no opinions should be expressed concerning the effectiveness or desirability of armed guards or whether citadels should be constructed in general.

14.2 Auditors duties

The RSO's role is to verify during approval stage of SSP and subsequent revision and during ISSC audits on board, that such decisions taken by the Company arise genuinely and rationally from the ship security assessment and that appropriate controls have been established and effectively implemented. For example, in relation to armed guards, auditors should verify that:

- (i) the Company has taken steps to satisfy itself that the contractor is fit to provide the service,
- (ii) the Company has taken steps to satisfy itself that the guards employed are adequately trained, qualified and experienced,
- (iii) the Company has taken steps to ensure that the presence of armed guards and the corresponding procedures do not contravene any flag state requirements,
- (iv) the Company has established procedures for ensuring that the measures adopted do not contravene the laws of States at whose ports the ship may call or through whose territorial waters it may pass,
- (v) adequate procedures are in place to control the storage and deployment of weapons,
- (vi) procedures governing the planning, coordination and execution of actions of the armed guards and of the crew in response to a security threat have been developed,
- (vii) those involved understand what is required of them in the different threat scenarios,
- (viii) all reasonably anticipated threat scenarios have been exercised and that any lessons learned have been applied to the response plans.

In accordance with item 5.4 of PR 24, auditors should verify that Companies have taken into account the guidance contained in the last revision of following IMO circulars:

MSC.1/Circ.1405 Rev.2 "Revised Interim Guidance to Shipowners, Ship Operators, and Shipmasters on the use of Privately Contracted Armed Security Personnel on Board Ships in the High-risk Area".

MSC.1/Circ.1406 Rev.3 "Revised Interim Recommendations for Flag States Regarding the Use of Privately Contracted Armed Security Personnel on Board Ships in the High-risk Area".

MSC.1/Circ.1443 "Interim Guidance to Private Maritime Security Companies Providing Privately Contracted Armed Security Personnel On Board Ships in the High Risk Area"

MSC-FAL.1/Circ.2, Questionnaire on Information on Port and Coastal State Requirements Related to Privately Contracted Armed Security Personnel on board Ships

MSC.1/Circ.1601/Rev.2 "Revised Industry Counter Piracy Guidance"

In particular, Paragraph 5 of the Annex to MSC.1/Circ.1406 states:

"Flag States should have in place a policy on whether or not the use of PCASP (privately contracted armed security personnel) will be authorised and, if so, under which conditions".

Furthermore, paragraph 3.1 of the Annex to MSC.1/Circ.1405 states:

"Ship owners should ensure that the Flag State is consulted at an early stage in their consideration of the decision to place PCASP on board to ensure that any statutory requirements are met".

In view of these recommendations, auditors should expect the Company to have consulted the Administration on its applicable requirements and policy and to have taken the

necessary steps to ensure that applicable laws and guidelines are observed.

The Company should also have taken into account the best management practices contained in MSC.1/Circ.1339 "Best Management Practices to Deter Piracy and Armed Robbery off the Coast of Somalia" and be aware of the contents of MSC.1/Circ.1408 rev. 1 which contains guidance for port and coastal states.

As with any other IMO guidance, if a Company has chosen not to follow the advice in certain respects, it must be able to show that it has good reasons for doing so and that it has implemented measures that it believes will provide an equivalent level of control.

14.3 AUDITORS DUTIES WHEN CITADELS ARE INSTALLED ON BOARD

Where citadels are concerned, auditors should verify, for example, that:

- industry guidance, especially the latest version of industry best management practices, has been taken into account,
- guidance provided by the Maritime Security Centre – Horn of Africa (MSCHOA) and the NATO Shipping Centre has been taken into account,
- the Company has taken steps to ensure that any modifications to the ship or its equipment do not contravene class and statutory requirements or are the subjects of appropriate exemptions,
- adequate procedures are in place governing the activation, occupation and evacuation of the citadel,
- measures are in place to provide sufficient food and water,
- measures are in place so that adequate ventilation is provided and communications and system controls are established,
- appropriate exercises have been carried out.

This Guidance relates to the role and responsibilities of the classification societies when acting as RSOs for flag States. However it does not prevent them from offering, in their capacity as classification societies, technical support to a Company on associated issues relating to the maintenance of the vessel's class, provided that such support does not amount to advice on which measures to adopt, involvement in the development of specific operations and procedures or the expression of opinions concerning the usefulness and effectiveness of employing armed guards or constructing citadels.

Any such services provided in addition to the delegated audit and certification activities must not give rise to conflicts with a society's role as a RSO.

Annex 1 – MINIMUM REQUIREMENTS FOR ISPS CODE CERTIFICATION SCENARIOS

	Scenario	Condition	Action required	Ship Security Plan	Scope of Audit and Certification
1	Change of ship's name	Conducted by a surveyor or an auditor	Verification on board	1. Verify correct ship's name on the title page, index page and revision page of SSP. 2. Amend SSP Approval Letter with the ship's new name.	1. Verify correct ship's name on all Certificates and Documents. 2. Verify that SSAS has been reprogrammed with the ship's new name. 3. Amend/reissue ISSC with the ship's new name. <i>Note:</i> ISSC must be amended by issuing organization or by special arrangement ¹ . Replacement ISSC shall have the same expiry date as the current ISSC.
2	Change of flag	Conducted by an auditor	Interim audit on board	1. Check that the SSP is on board. 2. Check that SSP addresses ISPS Code A/9.4.1 to A/9.4.18. 3. Check that a copy of the SSP has been submitted to the Administration or its organization for approval.	1. Interim verification as required by ISPS Code A/19.4.2. 2. Issue Interim ISSC.
		1. SSP has already been approved for the new flag 2. Conducted by an auditor	Additional audit on board		1. Verify compliance with the requirements of the SSP and reprogramming of SSAS. 2. Issue a replacement ISSC with same expiry date as the current ISSC.
3	Change in IMO ship type	Conducted by an auditor	Interim audit on board	Verify amendments to SSP, if any, have been submitted for approval	1. Interim verification as required by ISPS Code A/19.4.2. 2. Issue Interim ISSC with new ship type.
4	Takeover of certification from an organization not subject to verification of compliance with QSCS in accordance with Section 5 of Annex 1 to the QSCS	Conducted by an auditor	Initial audit on board		1. Audit to address all elements of ISPS Code. 2. Issue ISSC.
5	Ship out of service between 3 and 6 months ²	Conducted by an auditor	Additional audit if re-quired by the Administration		Endorse ISSC as appropriate.
6	Ship out of service more than 6 months ²	Conducted by an auditor	Interim audit on board		1. Interim verification as required by ISPS Code A/19.4.2. 2. Issue Interim ISSC.
7	Intermediate audits requested after the end of the audit time window	Conducted by an auditor	Intermediate audit on board		1. If reinstated, ISSC to be endorsed with a statement (e.g. Validity reinstated with scope as initial). If re-issued, ISSC to have same expiry date as previous certificate. 2. Issue PR17 report if ISM audit is not held at the same time.
8	Change of Company name and/or address		Attendance on board not required	1. Approve SSP amendments to reflect new Company name and address. 2. Reissue approval letter.	1. Verify DOC has been reissued with new Company name and address. 2. Issue replacement ISSC with same expiry date as previous ISSC.

Note: Above scenarios may be subject to flag State requirements and should only be applied in the absence of any instructions from the Administration.

¹ The organization may with permission from the Administration authorize a surveyor from the vessel's Classification Society, if other than the ISPS organization, to amend the documentation.

² These instructions do not apply to ships for which seasonal lay-ups are a normal part of their operational routine – refer to MSC-MEPC./7 Circ.9.

Annex 2 – APPLICATION OF THE ISPS CODE TO FPSOs and FSUs

See paragraph 12 of MSC-MEPC.2/Circ.9 of 25 May 2010 **“GUIDANCE FOR THE APPLICATION OF SAFETY, SECURITY AND ENVIRONMENTAL PROTECTION PROVISIONS TO FPSOs AND FSUs”**-reading:

“In order to facilitate the interaction between FPSOs/FSUs and other ships, FPSOs/FSUs should comply with SOLAS chapter XI-2 and the ISPS Code, ⁶ as applicable .

6 MSC/Circ.1111”

Paragraphs 18,19, 20 and 21 of MSC/Circ.1111 clarify the following:

FPSO and FSUs are not ships subject to the provisions of SOLAS Chapter. XI-2 and of Part A of ISPS Code, but however they should have some security measures in place to prevent “contamination”of ships and port facilities which are required to comply with provisions of SOLAS Chapter XI-2 and ISPS Code Part. A.

If a SOLAS ship interface with an FPSO or FSU it is deemed to be equivalent to interfacing with a non SOLAS-ship. The SOLAS ship’s Security Plan should contain security measures and procedures covering such an interface as recommended in paragraph/9.5.1 of the ISPS Code.This could include the conclusion of a Declaration of Security with the FPSO or FSU indicating the security measures each ship undertook during the interface.

As FPSOs and FSUs operate as part of offshore oil production facilities, it can be expected that the State on whose continental shelf or within whose Exclusive Economic Zone the activity is being undertaken will have developed appropriate security measures and procedures under its national law to protect its offshore activities.Conference Resolution 7 adopted bythe 2002 SOLAS.

Conference in operative par. 1 invite Contracting Governments to establish, as they may consider necessary, and to disseminate, as they deem fit, appropriate measures to enhance the security of the ships and of port facilities other than those covered by SOLAS Chapter XI-2. This invitation cover both FPSOs and FSUs and Contracting Governments will be aware of the need to avoid contamination of SOLAS ship interfacing with such non-SOLAS ships.

Annex 3 – NOTIFICATION OF INVALIDATION OF ISPS CERTIFICATION (ISSC)

NOTIFICATION OF INVALIDATION OF ISPS CERTIFICATION (ISSC)

Ship's Name:	IMO No.
Company Name and Address:	Certificate No.
	Issued by:
The audit was conducted on behalf of the government of:	
Type of audit;	Intermediate Additional Renewal
(Tick as appropriate)	
REASON FOR INVALIDATION OF CERTIFICATION (specify):	
Name:	Position: Society:
Date:	

Distribution:

- Copy to Company
- Copy to Administration
- Copy to Port State Authority (if appropriate)
- Copy to Classification Society

Annex 4 – FORM OF APPLICATION FOR CERTIFICATION

Application for the issue of the Interim Ship Security Certificate

Ship Name		Ship Type		GT	
IMO Number		TASNEEF number or other Classification Society name			
Flag		Port of Registry			
Distinctive number or letters					
Company Name				ID no.	
Company Address					
Document of Compliance number and issued by (see attachment)					
Phone (CSO)					
Fax (CSO)					
E-Mail (CSO)					

The Company above REQUESTS TASNEEF

to verify compliance with the requirements of the TASNEEF "Rules for Shipboard Security System Certification", which incorporate the requirements of the International Code for the Security of Ships and Port Facilities (ISPS Code) and amendments to Chapter XI of the International Convention for the Safety of Life at Sea, 1974, as amended, adopted by the International Maritime Organisation (IMO) during the SOLAS CONFERENCE held in December 2002, for the

Ship Security Plan Approval, and Shipboard Security System Verification to issue the Interim ISSC in compliance with ISPS Code Part A/19.4.2	<input type="checkbox"/> <input type="checkbox"/>	Implemented on board (See Statement attached)
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and appoints

as Company Security Officer

The statement of the Company Security Officer has been attached (Company Security Officer Declaration)

Date

The Company Person Responsible
Signature
Company Stamp

Annex 4 – FORM OF APPLICATION FOR CERTIFICATION

Company Security Officer Statement

With reference to the above-mentioned ship, for the purpose of obtaining the issue of the Interim ISSC in compliance with ISPS Code Part A/19.4.1, for the following reason:

Reason	yes
<ul style="list-style-type: none"> the ship is due for delivery, without a certificate and operated by the Company (date of delivery.....) 	<input type="checkbox"/>
<ul style="list-style-type: none"> the ship's entry or re-entry into service (scheduled on: 	<input type="checkbox"/>
<ul style="list-style-type: none"> the ship has been transferred from the flag of to the flag of.....) 	<input type="checkbox"/>
<ul style="list-style-type: none"> the Company is assuming responsibility for the operation of the ship, which was not previously operated by the Company¹ 	<input type="checkbox"/>

In compliance with ISPS Code Part A/19.4.2, the undersigned **states that:**

ISPS Code Part A	
19.4.2.1	The Ship Security Assessment was completed on.....
19.4.2.2	A copy of the Ship Security Plan meeting the requirements of SOLAS Chapter XI-2 and ISPS Code Part A and the relevant SSA was provided on board on..... and is being implemented on the ship;
19.4.2.2	The Ship Security Plan was submitted for review and approval onto the RSO or flag Administration:
19.4.2.3	The Ship is provided with a Ship Security Alert System meeting the requirements of SOLAS Regulation XI-2/6
19.4.2.4	<ul style="list-style-type: none"> the review of the Ship Security Plan for compliance with this Part of the Code has been carried out, the necessary arrangements have been established, including arrangements for drills, exercises and internal audits, through which the undersigned is satisfied that the ship will successfully complete the required verification in accordance with ISPS Code Part A/19.1.1.1, within 6 months; at least one drill scheduled on Internal audit scheduled on the Master, the Ship Security Officer and other ship's personnel with specific security duties are familiar with their duties and responsibilities as specified in this Part of the Code, and with the relevant provisions of the Ship Security Plan placed on board, and have been provided with such information in the working language of the ship's personnel or languages understood by them; and the Ship Security Officer meets the requirements of the ISPS Code and he has been duly certified as required by the STCW Convention.

The Company Security Officer
(Signature and Company Stamp)

Date

¹ A copy of the application to issue the Interim SMC has been attached

