



Rules for Safety Management 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. |

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.

INDEX

| | |
|---|---------------|
| INTRODUCTION..... | 1 |
| 1 GENERAL | 1 |
| 1.1 Definition | 1 |
| 2 VERIFYING COMPLIANCE WITH THE ISM CODE..... | 2 |
| 2.1 Responsibilities of TASNEEF | 2 |
| 2.2 The ability of the SMS to meet safety management objectives | 2 |
| 3 THE CERTIFICATION PROCESS..... | 3 |
| 3.1 Certification Activities | 3 |
| 3.2 Interim and Initial Verification..... | 3 |
| 3.3 Annual verification or renewal of the Document of Compliance | 3 |
| 3.4 Intermediate verification or renewal of the Safety Management Certificate | 3 |
| 3.5 Preparing the audit..... | 3 |
| 3.6 Executing the audit | 4 |
| 3.7 Audit report..... | 4 |
| 3.8 Corrective action follow-up | 5 |
| 3.9 Company responsibilities pertaining to safety management audits | 5 |
| 3.10 Responsibilities of the audit team..... | 5 |
| 3.11 Response to major non-conformities | 5 |
| 3.12 Withdrawal of Certification | 6 |
| 3.13 Application for certification | 6 |
| 3.14 Preliminary Review (Document Review)..... | 6 |
| 4 TRANSFER OF CERTIFICATION OF MANAGEMENT SYSTEM | 6 |
| 5 ISM AND ISPS CODE ALIGNED AUDITS..... | 7 |
| 6 USE OF THE APPROVAL LOGO | 7 |
| | |
| Annex 1 COMPANY BRANCH OFFICE VERIFICATION | A1.1 |
| Annex 2 COMMUNICATIONS WITH FLAG STATE AND BETWEEN RO's | A2.1 |
| Annex 3 PORT STATE CONTROL | A3.1 |
| Annex 4 SHIP TYPES ON ISM CERTIFICATES | A4.1 |
| Annex 5 COMPANY CERTIFICATION SCENARIOS | A5.1 |
| Annex 6 SHIP CERTIFICATION SCENARIOS | A6.1/2 |
| Annex 7 MODEL OF APPLICATION FOR CERTIFICATION | A7.1/2 |
| Annex 8 MODEL OF "DECLARATION OF COMPANY" | A8.1 |
| Annex 9 MODEL OF "DECLARATION OF THE DESIGNATED PERSON ASHORE" | A9.1 |
| Annex 10 NOTIFICATION OF INVALIDATION OF ISM CERTIFICATION | A10.1 |
| Annex 11 VERIFICATION OF COMPLIANCE WITH FLAG STATE REQUIREMENTS | A11.1 |
| Annex 12 TC FORM TRANSFER OF ISM CERTIFICATION | A12.1 |

INTRODUCTION

These Rules set out the procedures applied by TASNEEF:

- a) to verify that the Safety Management System (SMS) of a Company responsible for the operation of ships and/or an SMS for a ship comply with the requirements of the International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code), adopted by the International Maritime Organisation (IMO) by Resolution A.741(18), as amended, and
- b) to issue a Document of Compliance (DOC) to a Company and/or a Safety Management Certificate (SMC) to a ship and to carry out the relevant periodical verification of compliance with the requirements of the ISM Code.

These Rules reflect:

- the "Procedural Requirements for ISM Code Certification" (PR9) issued by the International Association of Classification Societies (IACS);
- the Procedural Requirements for ISM Code Certification (PR9) provide the Classification Societies with procedures and criteria for the conduct of audits to verify compliance with the requirements of the ISM Code and for the issuance of the corresponding Documents of Compliance (DOCs) and Safety Management Certificates (SMCs), including short term and interim DOCs and SMCs. Also provided are procedures governing the actions to be taken by Classification Societies when deficiencies associated with the ISM Code are identified by Port State Control Officers (PSCOs);
- where a Recognized Organization (RO) performs verification audits on behalf of an Administration, any certificates issued must comply with the format required by the ISM Code and the Administration;
- the "Procedural Requirements for the Transfer of Safety and Security Management System Certification (PR18)" issued by the International Association of Classification Societies (IACS);
- IACS Recommendation No. 41 Guidance for Auditors to the ISM Code Annex 5.

The "Code for Recognized Organizations" (RO Code) adopted by the Organization by resolutions MSC.349(92) and MEPC.237(65), which was made mandatory by Chapter XI-1/1 of SOLAS 74 is applicable when Classification Societies act on behalf of the Administrations.

In application of these Rules, any regulations and requirements imposed by the competent Administration shall be taken into consideration when they are different and/or more stringent than those laid down here. Where TASNEEF performs verification audits on behalf of a Flag Administration any certificates issued must comply with the format required by the Administration (if any).

Where TASNEEF and more RO are involved in the ISM Code certification of a single Company, arrangements shall be made for appropriate communications between them to ensure the exchange of the relevant information.

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 (e.g. flag Administrations, Port State Control).

1 GENERAL

1.1 Definitions

1.1.1 Audit

A process of systematic and independent verification, through the collection of objective evidence, to determine whether the SMS complies with the requirements of the ISM Code and whether the Safety Management System (SMS) is implemented effectively to achieve the Code's objectives.

1.1.2 Auditor

A TASNEEF person trained, qualified and authorised in accordance with IACS Procedural Requirement 10 (PR10) to carry out ISM audits and to conclude whether compliance has been achieved.

1.1.3 Lead auditor

An auditor who is authorised to lead a team of two or more auditors.

1.1.4 Branch Office

Means an office a shore-based location identified by the Company, responsible under the ISM Code which may perform safety management system related tasks and is operating under the same (SMS) of the Company.

1.1.5 Major non-conformity

An identifiable deviation which poses a serious threat to the safety of personnel or the ship or a serious risk to the environment that requires immediate corrective action or the lack of effective and systematic implementation of a requirement of the ISM Code.

1.1.6 Non-conformity

An observed situation where objective evidence indicates the non-fulfilment of a specified requirement.

1.1.7 Observation

A statement of fact made during a Safety Management Audit and substantiated by objective evidence. It may also be a statement made by the auditor referring to a weakness or potential deficiency in the SMS which, if not corrected, may lead to a non-conformity in the future.

1.1.8 Safety Management Manual

The documentation used to describe and implement the (SMS).

1.1.9 Technical deficiency

A defect in, or failure in the operation of, a part of the ship's structure or its machinery, equipment or fittings.

1.1.10 Gaining Society

A Society that receives a request for a transfer of ISM Code Certification or a Company or ship from another Society.

1.1.11 Aligned audits

ISM and ISPS audits conducted in conjunction with each other.

1.1.12 Alignment

Aligning the expiry dates of the SMC and ISSC as stated in 8.13 of PR 24 (Procedural requirements for ISPS certification –IACS).

1.1.13 Adjusted Certificate

The certificate(s), SMC and/or ISSC, which will have its expiration date adjusted so as to achieve alignment.

1.2 Scope and Application

1.2.1 This rules establishes basic procedures for:

- a) the conduct of interim, initial, scheduled and additional shore-based and shipboard audits against the ISM Code;
- b) the issue of ISM certificates to Companies and ships and their subsequent endorsement.

1.2.2 This document applies to Classification Societies when they are acting as ROs on behalf of Administrations under the provisions of SOLAS Chapter IX, and, except for paragraph 2.1, to Classification Societies when conducting audits for the issue of voluntary ISM Code Certificates.

1.2.3 This document also establishes basic procedures for ROs to follow when potential failures of the shipboard SMS are identified by Port State Control Officers.

2 VERIFYING COMPLIANCE WITH THE ISM CODE

2.1 Responsibilities of TASNEEF

2.1.1 Criteria for verification of compliance with the requirements of the ISM Code shall be in accordance with the applicable sections of IMO Resolution A.1188(33) "2023 Guidelines on the implementation of the International Safety Management System (ISM) Code by Administrations" and IMO Resolution A.741(18) "International Safety Management (ISM) Code" as amended.

2.1.2 TASNEEF performing verification of compliance with the ISM Code has, within its organisation, competence in relation to:

- a) the rules and regulations with which Companies must comply;
- b) the approval, survey and certification activities relevant to maritime certificates;
- c) the terms of reference of the SMS required by the ISM Code;
- d) practical experience of ship operations;
- e) the assessment of management systems.

2.1.3 TASNEEF performing verification of compliance with the provisions of the ISM Code ensure that personnel providing ISM-related consultancy services and personnel providing the certification are entirely independent.

2.1.4 Management of ISM Code certification services shall:

- a) be carried out by those who have practical knowledge of ISM Code certification procedures and practices;
- b) ensure that the auditor(s) comply with the requirements relating to education, training, work experience and audit experience specified;
- c) ensure that the qualification and experience of auditors are adequate and appropriate for the size and complexity of the Company or ship to be audited.

2.1.5 TASNEEF performing ISM Code certification has implemented a documented system for the qualification and continuous updating of the knowledge and competence of personnel who perform verification of compliance with the ISM Code.

This system shall provide for:

- a) theoretical training covering all the competence requirements specified in PR10 and the application of the procedures governing the certification process;
- b) supervised practical training as specified in PR10;
- c) the creation and maintenance of records of the theoretical and practical training undertaken by each trainee.

2.1.6 TASNEEF performing ISM Code certification has implemented a documented system ensuring that the certification process is performed in accordance with this procedure. This system shall include procedures and instructions for the following:

- a) the establishment of contracts for the provision of ISM certification services;
- b) the planning, preparation and conduct of ISM audits;
- c) the reporting of ISM audits;
- d) the issue of interim and full-term DOCs and SMCs;
- e) the evaluation and follow-up of corrective actions, including action to be taken in response to major non conformities. (Refer to paragraph 5.5 of Appendix to IMO Resolution A.1188(33) and IMO circular MSC/Circ.1059/MEPC/Circ.401).

2.2 The ability of the SMS to meet safety management objectives

2.2.1 The purpose of an audit is to verify that:

- a) the SMS complies with the requirements of the ISM Code;
- b) the SMS is being implemented effectively and in such a way as to ensure that the objectives of the ISM Code are met.

2.2.2 All records having the potential to facilitate verification of compliance with the ISM Code shall be open to scrutiny during an audit. For this purpose, the Company shall provide the auditors with statutory and classification records relevant to actions taken by the Company to ensure that compliance with mandatory rules and regulations is being maintained. In this regard, records may be examined to substantiate their authenticity and veracity. The Company shall ensure that the auditor has access to statutory and classification records during audits, also when these records are issued by another Classification Society, other RO or the Administration itself.

2.2.3 The audit is based upon a sampling process. Where no non-conformities have been reported it should not be assumed that none exists.

3 THE CERTIFICATION PROCESS

3.1 Certification Activities

3.1.1 Document of Compliance (DOC)

3.1.1.1 A DOC shall be issued to a Company following an initial or renewal verification of compliance with the requirements of the ISM Code.

3.1.1.2 The Company shall make available copies of the DOC to each office location and each ship covered by the SMS.

3.1.1.3 On completion of the audit, a DOC with validity not exceeding five (5) years may be issued by the auditor. A certificate of shorter validity may be issued in accordance with RO's procedures and Flag State requirements.

3.1.2 Safety Management Certificate (SMC)

3.1.2.1 An SMC shall be issued to a ship following an initial or renewal verification of compliance with the requirements of the ISM Code.

3.1.2.2 A copy of the SMC shall be available at the Company's head office.

3.1.2.3 The issue of an SMC is conditional upon:

- a) the existence of a DOC (not interim), valid for that type of ship;
- b) maintenance of compliance with the requirements of a Classification Society which meet those of RO Code as may be amended, or with the national regulatory requirements of a Flag State which provide an equivalent level of safety, and
- c) the maintenance of valid statutory certificates.

3.1.2.4 On completion of the audit, a SMC with validity not exceeding five (5) years may be issued by the auditor. A certificate of shorter validity may be issued in accordance with RO procedures and Flag State requirements.

3.2 Interim and Initial Verification

3.2.1 Interim verification for the issue of an interim DOC to a Company and an interim SMC for a ship is carried out as described in ISM Code Section 14. The interim verification for issuance of an interim DOC includes a review of the Safety Management System documentation.

3.2.2 Initial verification for the issue of a DOC to a Company consists of the following steps:

- a) A satisfactory review of any changes made to the documented SMS since the interim DOC was issued;
- b) verification of the effective functioning of the SMS, including objective evidence that the Company's SMS has been in operation for at least three (3) months on board at least one ship of each type operated by the Company. The objective evidence shall include records from the internal audits performed by the Company ashore and on board and the statutory and

classification records for at least one ship of each type operated by the Company.

3.2.3 The initial verification for issuing an SMC to a ship consists of the following steps:

- a) Verification that the Company holds a valid DOC applicable to the ship type and that the other provisions of paragraph 3.1.2.3 are complied with. Only after on-board confirmation of the existence of a valid DOC can the verification proceed;
- b) Verification of the effective functioning of the SMS, including objective evidence that the SMS has been in operation for at least three months (3) on board the ship. The objective evidence should also include records of the internal audits performed by the Company.

3.3 Annual verification or renewal of the Document of Compliance

3.3.1 The purpose of these audits is, inter alia, to verify:

- a) the effective functioning of the SMS;
- b) that any modifications made to the SMS comply with the requirements of the ISM Code;
- c) that corrective action has been implemented;
- d) that statutory and classification certificates are valid and no surveys are overdue.

3.3.2 The statutory and classification certification for at least one ship of each type identified on the DOC shall be verified.

3.4 Intermediate verification or renewal of the Safety Management Certificate

3.4.1 The purpose of these audits is, inter alia, to verify:

- a) the effective functioning of the SMS;
- b) that any modifications made to the SMS comply with the requirements of the ISM Code;
- c) that corrective action has been implemented;
- d) that statutory and classification certificates are valid and that no surveys are overdue.

3.5 Preparing the audit

3.5.1 The auditor(s) in co-operation with the Company or ship shall produce an audit plan.

3.5.2 The audit plan shall be designed to be flexible in order to permit changes in emphasis based on information gathered during the audit, and to permit the effective use of resources. This plan shall be communicated to the Company and those involved in the audit.

The audit plan shall include:

- a) identification of the individuals or organisational units to be audited having significant direct responsibilities within the SMS;
- b) identification of the auditor(s) and Company representative(s);
- c) the language of the audit;
- d) the date(s) and place(s) where the audit is to be conducted;
- e) the schedule of meetings to be held with the Company's management.

3.5.3 Initial, intermediate and renewal shipboard verification audits shall be performed only under normal operating conditions (e.g. when the ship is not in dry dock or laid up) and with the ship fully manned in accordance with its Safe Manning Certificate. Interim audits may be conducted in circumstances other than normal operating conditions, provided that the ship is fully manned in accordance with its Safe Manning Certificate.

3.6 Executing the audit

3.6.1 All scheduled ,routine DOC and SMC audits (initial intermediate, annual and renewal) shall be fully scoped audits covering all elements of the ISM Code and all aspects of the management of shipboard safety and pollution prevention.

3.6.2 The audit shall begin with an opening meeting, the purpose of which is to:

- a) introduce the auditor(s) to the Company's or shipboard management;
- b) explain the scope and objectives of the audit;
- c) provide a short summary of the methods and procedures to be used to conduct the audit;
- d) establish the official communication links between the auditor(s) and the Company or shipboard personnel;
- e) confirm that the resources, documentation and facilities needed to perform the audit are available; and
- f) confirm the time and date of the closing meeting and any possible interim meetings.

3.6.3 Working documents used to facilitate the audit and to document the results may include:

- a) checklists used to evaluate SMS elements;
- b) forms for reporting observations and documenting supporting evidence.

Working documents shall not restrict additional activities or investigations which may become necessary as a result of information gathered during the audit.

3.6.4 Consideration shall be given to the limitations that may be placed on the auditor's ability to gather information and collect evidence when audits are carried out during the hours of darkness or other similarly restrictive operational conditions.

When the activities are planned to be carried out under any restrictive operational conditions the auditor's ability to gather information is not to be impaired. In cases where it is not possible to complete the audit due to such limitations, audit plan may be changed as necessary to complete the audit when such limitations will be absent

3.6.5 The auditor shall take into account any changes made to the SMS since the last external audit carried out.

3.6.6 The auditor(s) shall assess the SMS on the basis of the documentation presented by the Company and objective evidence of its effective implementation. Such evidence shall be collected through interviews, review of documentation and records, observation of activities and examination of the condition and operation of the ship and its equipment and technical systems.

3.6.7 Annual and renewal audits of the Company may include a review of non-conformities reported in relation to previous internal and external Company and shipboard

audits. The auditor shall select a sample of the reported non-conformities and audit the Company's investigation, analysis and resolution of the non-conformities in accordance with the requirements of Sections 9 and 12 of the ISM Code.

3.6.8 When auditing a Company managing ships classed by another society, or for which the Administration or another RO performs the statutory surveys, the auditor shall, at the beginning of the audit, review the statutory and classification survey records for at least one ship of each ship type to which the DOC is to apply. These records shall be made available at the Company's office (refer to 2.2.2).

3.6.9 When auditing a ship, as a part of the audit process the auditor shall, review the statutory and classification survey records (refer to 2.2.2).

3.6.10 The auditor is entitled to acquire the information from other Classification Societies, RO's or the Administration, in order to check the veracity of the information presented to the auditor by the Company (refer to 2.2.2).

3.6.11 During shipboard audits, the auditor shall visit the deck, engine, bridge and accommodation areas, the purpose of which is to:

- i) gain an overall impression of housekeeping and the condition of the ship and equipment
- ii) observe shipboard operations being conducted
- iii) observe emergency drills as appropriate
- iv) conduct interviews with ship's crew as appropriate.

Where weather conditions prevent safe access to certain areas this shall be documented in the report.

3.6.12 Audit findings shall be documented in a clear, concise manner and supported by objective evidence. Findings shall be reviewed by the auditor(s) in order to determine which are to be reported as major non-conformities, non-conformities or observations.

3.6.13 At the end of the audit, prior to preparing the audit report, the auditor(s) shall hold a meeting with the senior management of the Company or ship and those responsible for the functions concerned. The purpose of the meeting is to present major non-conformities, non-conformities and observations to the Company or shipboard management, in such a manner that they clearly understand the results of the audit.

3.6.14 For remote audits, the provisions of para. 4.8 of IMO Resolution A.1188(33) and any additional Flag instructions shall be applied.

3.7 Audit report

3.7.1 The audit report shall be prepared by the lead auditor, based on information gathered by and discussed with the audit team members. It shall be accurate and complete, reflecting the content of the audit, and should include the following items:

- a) the date of completion of the audit;
- b) the scope and objectives of the audit;
- c) auditor(s); and
- d) all major non-conformities, non-conformities and observations.
- e) Audit Plan

3.7.2 The audit report shall be made available to the Company or ship as applicable.

3.7.3 The Company shall maintain reports and records of all audits performed both ashore and on board its ships (refer to 2.2.2).

3.8 Corrective action follow-up

3.8.1 The non-conformity report (NCR) shall state clearly the act or situation identified as non-compliant with the Company's SMS or the ISM Code.

3.8.2 The content of the non-conformity report shall be complete and concise, and written in such a manner as to be easily understood. Clarity should not be sacrificed for the sake of brevity.

3.8.3 When writing NCRs auditors shall whenever possible, include a reference to the applicable requirement of the Company's SMS and, when necessary for the sake of clarity, restate the requirement.

3.8.4 NCRs shall include a reference to the relevant clause or sub-clause of the ISM Code.

3.8.5 A DOC or SMC may be issued, endorsed or renewed before all identified non-conformities have been closed out provided that a schedule has been agreed between the Company and the auditor(s) for implementation of the necessary corrective actions.

3.8.6 Additional audit(s) may be necessary to confirm the validity of a DOC and/or SMC depending on the nature of any non-conformities identified. The Company is responsible for applying for any follow-up audit required by the auditor.

3.8.7 The Company is responsible for formulating and implementing corrective actions for the non-conformities identified by the auditor(s). A corrective action plan shall be submitted to the auditor within an agreed time period. An acceptable corrective action plan shall include actions for correcting the non-compliance, its cause analysis and actions to prevent recurrence. A schedule not exceeding three months (3) from the date of completion of the audit shall be agreed for the implementation of the corrective actions. The effectiveness of the corrective actions shall be verified not later than the next scheduled (annual, intermediate renewal) and may be verified at an additional audit if performed after the agreed schedule for implementation of the corrective action.

3.8.8 The review of the Company responses to non-conformities described in paragraph 3.6.7 is applicable only to non-conformities which are not considered to be major.

3.8.9 Failure to implement the agreed corrective action may be treated as grounds for invalidation of the DOC or SMC.

3.9 Company responsibilities pertaining to safety management audits

3.9.1 The verification of compliance with the requirements of the ISM Code does not relieve the Company, management, officers or seafarers of their obligation to comply with national and international

legislation related to safety and protection of the environment.

3.9.2 The Company is responsible for:

- a) informing relevant employees or organisational units about the objectives and scope of the audit;
- b) appointing responsible members of staff to accompany the auditor(s);
- c) providing the resources needed by the auditor(s) to ensure an effective and efficient verification process;
- d) providing access and objective evidence as requested by the auditor(s);
- e) co-operating with the auditor(s) to ensure that the audit objectives are achieved;
- f) informing the RO about significant changes to the SMS, which may need an additional audit by the RO. These include major restructuring of the system (for example, the establishment of branch offices) and changes in the operations that introduce new hazards;
- g) requesting additional audit, when required.

3.10 Responsibilities of the audit team

3.10.1 The auditor is responsible for:

- a) planning and carrying out assigned responsibilities effectively and efficiently;
- b) complying with the applicable requirements and other appropriate directives;
- c) reporting any major obstacles encountered in performing the audit;
- d) organising specialist technical assistance needed to fulfil the competence requirements of the audit when necessary;
- e) clearly communicating non-conformities and observations to the Company or shipboard management immediately;
- f) reporting the full audit results clearly, conclusively and without undue delay;
- g) making the audit report available to the Company or shipboard management;
- h) verifying the effectiveness of the corrective actions taken by the Company.

3.10.2 Documents and information pertaining to the certification shall be treated as confidential.

3.10.3 An ISM auditor identifying a technical deficiency deemed to present a serious threat to safety or to the environment or that requires attention by the responsible Classification Society or the administration shall:

- a) establish if the company has taken appropriate action to correct the technical deficiency. In any case the auditor shall establish that such technical deficiencies have been reported to the responsible Classification Society or the Administration;
- b) establish whether the technical deficiency constitutes or is symptomatic of a major non-conformity and, if so, follow the requirements of 3.11.

3.11 Response to major non-conformities

3.11.1 A major non-conformity raised on a ship must be downgraded before the ship can sail.

Downgrading may take place only after verifiable action has been taken to remove any serious threats to personnel, the ship or the environment. An acceptable plan for implementation not exceeding three months (3) should be agreed for completion of the necessary corrective actions.

3.11.2 Following the downgrading of a major non-conformity, at least one additional audit should be carried out on board the ship within the time frame indicated in the agreed corrective action plan to verify that effective actions have been taken (refer to IMO Circular MSC/Circ.1059). In addition to the additional shipboard audit, a further audit of the Company's shore-based operations may also be carried out if the auditor deems it necessary

Following the downgrading of a major non-conformity raised during DOC audit, at least one additional audit of the Company's shore-based operations should be carried out within the time frame indicated in the agreed corrective action plan to verify that effective actions have been implemented.

3.11.3 If an audit is carried out later than the specified time window, a major non-conformity shall be raised.

3.11.4 Where a major non-conformity has been raised because a DOC audit has not taken place within the specified time, the associated SMCs continue to remain in place without any additional verification provided that no other major non-conformity remains unresolved.

3.11.5 All major non-conformities, including those that are downgraded before the completion of the audit, shall be reported to the corresponding Administrations as follows:

- a) Major non-conformities identified during office audits shall be reported to all Administrations on whose behalf DOC's have been issued and by which the RO is authorized;
- b) major non conformities identified during shipboard audits shall be reported only to the Administration of the ship concerned.

3.11.6 Where the corresponding DOC has been issued by a RO major non-conformities identified during shipboard audits shall be reported to that RO.

3.11.7 A DOC or SMC Certificate cannot be issued, endorsed renewed or extended before any major non-conformity has been downgraded.

3.12 Withdrawal of Certification

3.12.1 The Company shall be required to notify the affected ships immediately its DOC is withdrawn.

3.12.2 A company whose Document of Compliance has been withdrawn shall not be issued with an Interim Document of Compliance. Furthermore, a new Document of Compliance shall not be issued unless an initial verification has been carried out. The expiry date of the new Document of Compliance shall be the same as that of the withdrawn document.

3.12.3 Where the associated Safety Management Certificates are withdrawn as a result of the withdrawal of the Document of Compliance caused by a major non-conformity, new Safety Management Certificates shall not be issued unless the Document of Compliance has been reinstated and a verification to the scope of an initial verification has been carried out on board a representative sample of the ships. At least one ship of each type operated by the Company should be verified.

3.12.4 An Interim Safety Management Certificate shall not be issued to a ship from which the Safety Management Certificate has been withdrawn as a result of a major non-conformity. Furthermore, a new Safety Management Certificate shall not be issued unless an initial verification has been carried out on board the ship. In addition, depending on the nature of the major non-conformity raised against the Safety Management System implemented on board the ship, the validity of the Document of Compliance may also need to be verified by an audit, equivalent in scope to an annual audit, prior to the issue of the Safety Management Certificate. The new Safety Management Certificate shall have the same expiry date as the withdrawn certificate.

3.13 Application for certification

3.13.1 The Company's application for certification to TASNEEF, and the relevant information, must include the size and total number of each ship type covered by the SMS and any other documentation considered necessary. The model of an Application form is given in Annex 7 to these Rules.

The Company is to send TASNEEF the following documentation, together with the certification request or subsequently:

- a) its Safety Management Manual (electronic format);
- b) Declaration of the Company;
- c) Declaration of the Designated Person ashore;
- d) a copy of the organisation's Chamber of Commerce registration certificate or equivalent document.

The models of the "Declaration of the Company" and "Declaration of the Designated Person ashore" are given in Annexes 8 and 9 to these Rules.

3.14 Preliminary Review (Document Review)

3.14.1 In order to verify that the SMS and any relevant documentation comply with the requirements of the ISM Code, the auditor is to review the Safety Management Manual. If this review reveals that the system is not adequate, the audit may have to be delayed until the Company undertakes corrective action.

4 TRANSFER OF CERTIFICATION OF MANAGEMENT SYSTEM

These Rules shall apply to all cases of transfer of ISM Code certification between Classification Societies who implement PR9/PR24 and it's applicable in all cases of ISM Certification (Interim /full term).

4.1 When a written request for transfer of ISM Certification has been received from the Company, the Gaining Society shall notify the Losing Society of the Company request by using step 1 by using form of Annex

12. The application for takeover of ISM certification from another Society can only be accepted after receiving the following information with supporting documentation from the losing society Company, which confirms that:

- a) the existing certificate has not been withdrawn or otherwise invalidated by the losing RO or the flag Administration,
- b) all verifications initiated by the LS have been satisfactorily completed by the LS, unless otherwise agreed between the gaining and losing, and
- c) any major non-conformities have been closed out or downgraded by the losing society.

If information/supporting documentation is not received from the losing society within three working days (step 2 of Annex 12), the gaining society may use information/supporting documentation submitted by the Company. In such cases a statement reminding Company that the conditions of 4.1 are still applicable shall be given when the gaining society requests the information from the Company.

4.2 An audit is required for the issue of the new certificate. If the certificate has been issued by the flag, the auditor may endorse the certificate on behalf of the administration if authorised to do so. The audit shall address all elements of the ISM Code, to the extent that the RO is so authorised by the Administration, any flag Administration requirements and any matters arising out of last audit carried out by the losing RO. Where the transfer of certification occurs within the annual, intermediate or renewal due date window, the corresponding audit may serve as the audit required for the endorsement or renewal certificate.

4.3 Within one month of the issue of new the certificate, the gaining RO shall inform the losing RO using the form provided in PR-IACS 18. If the audit is not successful within two working days, the gaining RO shall inform the losing RO by using the Annex 12 (step 3) and attaching the audit report in which the reason for the rejection should be fully explained.

4.4 If TASNEEF receives an application from a gaining RO as Losing society shall co-operate by providing the information specified in step 2 of Annex 12, all information/supporting documentation required by IACS PR18 shall be submitted to the gaining Society within three working days of the receipt of the completed step 1 of Annex 12. The documentation to be attached to the form by the Losing Society (TASNEEF) includes:

- a) The last external audit report, including any non-conformities identified.
- b) The corrective action plan and the time period(s) proposed for implementation
- c) Any other information that may be relevant to the decision to accept or reject the transfer of certification

4.5 Upon receipt of information that a new certificate has been issued by the Gaining Society, TASNEEF acting as Losing Society shall issue: A notification of invalidation of certification form (Annex 10) that shall be sent to all Interested Parties in accordance with the distribution list in Annex 10. If the audit is not successful due to unresolved major non-conformity, once TASNEEF is informed by the losing RO it shall review the findings and take action as appropriate.

5 ISM ISPS CODE AND MLC EXPIRATION DATE ALIGNMENT-

5.1 When the Company selects a single RO to aligned audits:

- a) the lead auditor must be qualified for both ISM Code and ISPS Code certifications, in accordance with the requirements of PR 10 and PR10B;
- b) the RO must be authorized to conduct both the ISM Code audit and ISPS Code audit by the flag Administration;
- c) in the case of transfer of management system certification, PR 18 and PR36 will be applicable as appropriate;
- d) all elements of the ISM Code and/or ISPS Code and MLC shall be covered in the aligned audits and inspection relative to the adjusted certificate(s);
- e) results of the aligned audits shall be documented and reported separately and in accordance with PR 9 and PR 24 and PR40;
- f) 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 harmonization is completed.

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

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

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

5.5 "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.

6 USE OF THE APPROVAL LOGO

The Company may let it be known in any way it wishes that its Safety Management System has been approved by TASNEEF.

Moreover, the Company is authorised to use the TASNEEF logo relevant to SMS certification on stationery, leaflets, publications, headed notepaper etc. under the following conditions:

- a) the logo may be reproduced in any uniform colour; it may be enlarged or reduced provided the proportions are retained and legibility is assured;
- b) the use of the logo shall immediately cease if the certification is suspended or withdrawn. In such cases, the Company shall immediately eliminate it from all documents on which it was affixed.

If the logo is not used in conformity with the above points or if used illegally, TASNEEF will take all necessary steps against the Company, including legal action.

Annex 1 – COMPANY BRANCH OFFICE VERIFICATION

1 General

- a) Where a Company assigns SMS responsibilities to branch offices, the verification shall include a representative sample of those offices. The sample selected shall be sufficient to ensure that all requirement elements of the SMS and all requirements of the ISM Code can be assessed;
- b) the audit of each branch office shall address each requirement of the ISM Code relevant to that office;
- c) the Company shall have performed internal audits of all branch offices and relevant records shall be made available to the auditors;
- d) where the Company assigns SMS responsibilities to branch offices, the list of branch offices shall be indicated in an attachment to the DOC.

2 Initial DOC audit

2.1 Where the same activities are performed by all branch offices, the number of branch offices to be verified is:

- a) two if the total number of branch offices is two or three;
- b) three if the total number of branch offices is from four to six; and;
- c) to be agreed if the total number of branch offices is more than six.

Where different activities are performed by branch offices, the number of branch offices performing the same activities to be verified is:

- a) two if the total number of branch offices performing the same activities is two or three;
- b) three if the total number of branch offices performing the same activities is from four to six; and;
- c) to be agreed if the total number of branch offices performing the same activities is more than six.

Notwithstanding the above, if a Company nominates an office as its head office then it must be audited as part of the initial verification.

3 Annual DOC audit

3.1 The annual audit shall ensure that all branch offices are visited during the period of validity of the DOC. The audit of the branch offices shall be agreed with the Company. The frequency of branch office audits shall be determined based on the nature and extent of the activities undertaken by each branch office.

3.2 If an additional branch office is included by the Company in its SMS during the period of validity of the DOC, it shall be verified no later than at the next scheduled verification at which time. The additional branch office shall be added to the list of Branch Offices.

Annex 2 – COMMUNICATIONS WITH FLAG STATE AND BETWEEN RO's

1 To ensure that the requirements of SOLAS Chapter I 6d, SOLAS Chapter IX, IMO Resolution A.1188(33) and Resolution A.741(18) as amended are fulfilled, the following communication procedures must be followed when a DOC or SMC becomes invalid according to paragraph 3.1.1.

2 When a certificate is invalidated, TASNEEF shall without undue delay but not later than within 5 working days, from the decision to invalidate, inform the flag State and other ROs using the form "Notification of Invalidation of ISM Certification" attached to this document as Annex 10 or by other means including the same information.

The communication shall be limited to the identity of the ship, the Company, the substance of the major non-conformity and the date of the audit.

Annex 3 – PORT STATE CONTROL

1. When attending a vessel as a result of a Port State Control action, TASNEEF that issued the SMC shall consider the objective evidence presented by the PSCO.

2. Where the auditor considers that the evidence indicates the presence of a major non-conformity, the major non conformity shall be documented in the usual way, the Company shall be notified immediately and the auditor shall proceed as indicated in paragraph 3.11.

3. In the absence of any specific instructions to the contrary, the scope of any additional audit carried out following the detention of a ship that holds an interim SMC shall include, as a minimum, the deficiencies identified by the PSCO. Implementation will be verified to the extent that the available evidence permits.

4. In cases where the PSCO alleges that there is evidence of a major non-conformity, and the auditor of the SMC-issuing RO considers that there is not, the PSCO, under the authority vested in the officer by the authorities of the port, will decide what further action is to be taken.

4. If the TASNEEF auditor of the SMC issuing RO disagrees with the actions taken by the PSCO, the auditor is to provide the PSCO with a written explanation of the disagreement and inform the flag State.

Annex 4 – SHIP TYPES ON ISM CERTIFICATES

1 Determination of ships types to be listed on DOCs and SMCs

The ship types listed on DOCs and SMCs shall be consistent with the specific ship types defined in SOLAS IX Regulation 1 and in pertinent SOLAS documentation aboard ship.

Some ships are designed for use in multiple services (for example Oil Tanker/Chemical Tanker). The ship types listed on the DOC and SMS shall reflect the service(s) in which the ship is fit to serve and the safety management system shall include appropriate procedures for these ship types.

2 Retention of ship types on DOCs

2.1 The auditor shall determine at each scheduled (see 3.6.1) audit of the Company, the ship types operated by the Company at the time of the audit. If the auditor discovers that the Company no longer operates a ship type listed on the DOC, the auditor shall either document an observation to formally advise the Company that the ship type will be removed from the DOC if this situation persists at the next scheduled audit or immediately remove the ship type no longer operated from the existing DOC.

2.2 If, at a scheduled audit, the auditor determines that the Company has not been operating ships of a particular type since a previous scheduled audit, the DOC(s) shall be replaced with new DOC(s) without the ship type no longer operated. If however, the Company continues to manage ships of a particular type within its fleet then, unless otherwise instructed by the Administration, all DOC's may be endorsed for this ship type.

Annex 5 – COMPANY CERTIFICATION SCENARIOS

| | Scenario | Type of Audit | Minimum Scope of Audit | Carried Out by: | Certificate Issued |
|----------|--|--------------------------|---|------------------------|--|
| 1 | Change of Company name and/or address | Audit on site | <ul style="list-style-type: none"> - Verify that Company organisation and responsibilities remain essentially unchanged. - Ensure that necessary changes have been made to SMS documentation. - Verify that changes have been reported to flag(s) to update the CSR for each vessel. | Auditor | Reissue DOC and SMC's with new name (expiry date as previous certificate) |
| 2 | Change to RO from a Classification Society not subject to verification of compliance with QSCS in accordance with Section 5 of Annex 1 to the QSCS | Initial audit | <ul style="list-style-type: none"> - Audit to address all elements of the ISM Code. - All corrective action to be verified and previous NCNs to be closed out by the gaining Society. | Auditor | DOC with validity not exceeding 5 years from date of audit. |
| 3 | Additional ship type on DOC | Interim Audit on site | <ul style="list-style-type: none"> - Review changes to SMS to accommodate new ship type. - Review plans to implement changes (minimum of 1 ship required). | Auditor | Interim DOC for new ship type |
| 4 | Change from Interim DOC to full DOC in scenario 3 | Additional Audit on site | <ul style="list-style-type: none"> - Verify additional requirements for ship type have been implemented. - Review results of internal audit. | Auditor | DOC (expiry date as for existing ship type) |
| 5 | Minor change to SMS | Verify at next audit | Assess potential impact on SMS when advised and decide whether visit is required. | | No action |
| 6 | Major change to SMS | Verify on site | Verify changes are appropriate and adequate for new circumstances. | Auditor | No action |
| 7 | Additional Flag | Additional audit on site | Verify availability of flag state instructions and their incorporation into the management system | | DOC with same expiry date as the DOC issued on behalf of other Flag State(s) |

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

Annex 6 – SHIP CERTIFICATION SCENARIOS

| | Scenario | Condition | Action required | 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 all Certificates and Documents. 2. Amend/reissue SMC with new ship's name, as appropriate. <i>Note:</i> SMC must be amended by issuing RO or by special arrangement (1). Replacement SMC shall have the same expiry date as the current SMC. |
| 2 | Change of flag | Conducted by an auditor. | Interim audit on board | 1. Interim audit as required by ISM Code, 14.4 2. Issue interim SMC. |
| 3 | Change in IMO ship type | Conducted by an auditor. | Interim audit on board | 1. Interim audit as required by ISM Code, 14.4. 2. Issue Interim SMC with new ship type. |
| 4 | Adding IMO ship type (e.g. from bulk carrier to OBO) | Conducted by an auditor | Interim audit on board | 1. Interim audit as required by ISM Code, 14.4. 2. Issue interim SMC with both ship types. |
| 5 | Change of ship type, dual to single (e.g. OBO to oil tanker) | Conducted by a surveyor or an auditor | Verification on board | 1. Evidence of surrender of SOLAS or MARPOL related certificates for the original ship type. (e.g. surrender of IOPP Supp. B when going from OBO to bulk on permanent basis). 2. Amend/issue replacement SMC with appropriate ship type and same expiry date as the current SMC. <i>Note:</i> SMC must be amended by issuing RO or by special arrangement (1). |
| 6 | Change to RO from a Classification Society 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 (2) | 1. Audit to address all elements of ISM Code. 2. Issue SMC. |
| 7 | Ship out of service between 3 and 6 months (3) | Conducted by an auditor | Additional audit if required by the flag State | Endorse SMC as appropriate. |
| 8 | Ship out of service more than 6 months (3) | Conducted by an auditor | Interim audit on board | 1. Interim verification. 2. Issue Interim SMC. |
| 9 | Intermediate audits requested after the end of the audit time window | Conducted by an auditor | Intermediate audit on board | 1. Major NC raised that may be downgraded based on completion of audit. 2. Additional audit within 3 months required. 3. If reinstated, SMC to be endorsed with a statement (e.g. Validity reinstated with scope as initial). If re-issued, SMC to have same expiry date as previous certificate. |
| 10 | Change of Company name and/or address | | Attendance on board not required | 1. Verify DOC has been reissued with new Company name and address. 2. Reissue SMC with the new Company name and address. |

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

(1) The RO may with permission from the Administration authorize a surveyor from the vessel's Classification Society, if other than the ISM RO, to amend the SMC

(2) Vessels with interim SMC, and which are not yet ready for initial audit, shall be issued with an interim SMC with same validity as the certificate issued by the losing RO. The auditor shall take into account that there may not yet be records for all activities.

(3) 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 7 – MODEL OF APPLICATION FOR CERTIFICATION

APPLICATION FOR ISM CERTIFICATION

DOMANDA DI CERTIFICAZIONE ISM

COMPANY
COMPAGNIA

| | |
|---------------------------------------|--|
| Name <i>Nome</i> | |
| Company ID (*) <i>ID Compagnia</i> | |
| Address (*) <i>Indirizzo</i> | |
| Telefono <i>Phone</i> | |
| Fax | |
| E-Mail | |

| | | |
|---|--|--------------------------------|
| Departments <i>Uffici</i> (tick as appropriate) <i>(indicare gli uffici)</i> | | Persons <i>Personale</i> |
| | Technical Department <i>Ufficio Tecnico</i> | <input type="checkbox"/> |
| | Crewing Department <i>Ufficio Personale</i> | <input type="checkbox"/> |
| | Operational Department <i>Ufficio Operativo</i> | <input type="checkbox"/> |
| | Other Departments <i>Altri Uffici</i> | |
| | 1. | |
| | 2. | |
| <i>Uffici Periferici</i> | Branch Offices (**) <i>Uffici Periferici</i> | |
| | 1. | |
| | 2. | |

The Company above REQUESTS TASNEEF
La Compagnia suddetta RICHIEDE AL TASNEEF

to verify the compliance with the requirements of the TASNEEF "Rules for Safety Management System Certification", which incorporate the requirements of the International Management Code for the Safe Operation of Ships and for Pollution Prevention (International Safety Management (ISM) Code, adopted by the International Maritime Organization (IMO) by Resolution A.741(18), as amended

di verificare la sua rispondenza ai requisiti delle "Norme per la Certificazione dei Sistemi di Gestione della Sicurezza" del TASNEEF, che comprendono i requisiti del Codice Internazionale di Gestione della Sicurezza delle Navi e della Prevenzione dell'Inquinamento o (Codice Internazionale di Gestione della Sicurezza (Codice ISM)), adottato dall'Organizzazione Marittima Internazionale mediante la Risoluzione A.741(18), come emendata

| | | |
|---|--------------------------|--|
| Company Safety Management System <i>Sistema Gestione Sicurezza della Compagnia</i> | <input type="checkbox"/> | |
| Shipboard Safety Management System <i>Sistema Gestione Sicurezza della nave</i> | <input type="checkbox"/> | for the ships listed on page 2 <i>per le navi elencate a pagina 2</i> |
| and nominates <i>e nomina</i> | | as contact person <i>come persona di riferimento</i> |

Date
data

The Company Person Responsible
Il Responsabile della Compagnia

(*) – Company's Head Office where SMS main responsibilities are assigned and from where SMS activities of branch offices (if any) are controlled by. Head Office is subjected to be audited at initial/periodical/additional/renewal verifications. Identification and address of Head Office has always to be reported in the DOC.

(**) – Branch Offices. Where Company (Head Office) assigns SMS responsibilities. The list will be attached to the DOC. Branch Offices are audited on representative samples and at least each one of them every five years. If an additional branch office is included by the Company in its SMS during period of validity of the DOC, it shall be verified at the next scheduled audit.

Annex 7 – MODEL OF APPLICATION FOR CERTIFICATION

MANAGED SHIPS
NAVI GESTITE

| | Ship Name <i>Nome nave</i> | Owner <i>Armatore</i> | Type <i>Tipo</i> | GRT <i>Stazza</i> | IMO number <i>Numero IMO</i> | Flag State <i>Stato di bandiera</i> | Class. Society <i>Società classificazione</i> | DOC Issuer | SMC Issuer |
|----|-------------------------------|--------------------------|---------------------|----------------------|---------------------------------|--|--|---------------|---------------|
| 1 | | | | | | | | | |
| 2 | | | | | | | | | |
| 3 | | | | | | | | | |
| 4 | | | | | | | | | |
| 5 | | | | | | | | | |
| 6 | | | | | | | | | |
| 7 | | | | | | | | | |
| 8 | | | | | | | | | |
| 9 | | | | | | | | | |
| 10 | | | | | | | | | |
| 11 | | | | | | | | | |
| 12 | | | | | | | | | |
| 13 | | | | | | | | | |
| 14 | | | | | | | | | |
| 15 | | | | | | | | | |
| 16 | | | | | | | | | |
| 17 | | | | | | | | | |
| 18 | | | | | | | | | |
| 19 | | | | | | | | | |
| 20 | | | | | | | | | |

Annex 8 – MODEL OF “DECLARATION OF COMPANY”

INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE*Codice Internazionale Gestione Sicurezza (ISM Code)***DECLARATION OF COMPANY***Dichiarazione della Compagnia*

Under the ISM Code, a Company must be declared to the Administration. In accordance with Section 1.1.2 of IMO Resolution A.741(18) as amended, the ISM Code, “Company” means the Owner of a ship or any other organisation or person such as the Manager, or the Bareboat Charterer, who has assumed the responsibility for operation of the ship from the ship Owner and who on assuming such responsibility has agreed to take over all the duties and responsibility imposed by the Code. The undersigned affirms that:

In conformità al Codice ISM, una Compagnia deve rendere nota all’Amministrazione tramite una dichiarazione. Secondo la Sezione 1.1.2 della Risoluzione IMO A.741(18) come emendata, il Codice ISM, “Compagnia” significa Armatore di una nave o qualsiasi altra organizzazione o persona tipo Gestore, o Noleggiatore a scafo nudo, che ha assunto la responsabilità operativa della nave dall’Armatore, e che assumendosi tali responsabilità, ha accettato l’assunzione dei compiti e responsabilità imposti dal Codice ISM. Il sottoscritto afferma che:

| | |
|---|-------------------------------------|
| (Name) (Nome) | |
| (Address) (Indirizzo) | |
| (Telephone) (Telefono) | (Fax) (Fax) |
| (IMO registered owner number) Numero IMO dell’Armatore | (E-Mail) (posta elettronica) |

is the Owner of the following (Specified Nationality) Ship(s):
è l’Armatore della(e) seguente(i) nave(i) (Specificare nazionalità).

| Ship Name (Nome della nave) | Port of registry and official number (porto e numero di matricola) | IMO Number (Numero IMO) |
|------------------------------------|---|--------------------------------|
| | | |
| | | |

In accordance with Section 3.1 of Assembly Resolution A.741(18) as amended, if the entity who is responsible for the operation of the ship is other than the above stated Owner, the Owner must report the full name and details of such entity to the Administration. As such is the case here, the undersigned affirms that:

In conformità alla Sez. 3.1 della Risoluzione A.741(18) come emendata, se l’entità responsabile per le operazioni riguardanti la nave non è l’Armatore, l’Armatore deve comunicare all’Amministrazione interessata, le generalità e i dettagli dell’entità all’Amministrazione interessata. (In questo caso), il sottoscritto afferma che:

| | |
|---|---|
| (Name) (Nome) | |
| (Address) (Indirizzo) | |
| (Telephone) (Telefono) | (Fax) (Fax) |
| IMO ISM Code Company Number Numero IMO Compagnia ISM | (E-Mail) (posta elettronica/Sito Internet/website) |

is the “Company” responsible for all the requirements imposed by the Code for the Ship(s) listed above.
è la “Compagnia” responsabile per tutti i requisiti imposti dal Codice per la(e) nave(i) sopra elencate.

The undersigned further understands that any change in “Company” must be made in writing to the Administration.
Il sottoscritto inoltre concorda che qualsiasi cambiamento nella “Compagnia” deve essere notificato per iscritto all’Amministrazione.

.....
Owner Signature
Management

.....
Signature, Title of Senior
Management of the Company

Annex 9 – MODEL OF “DECLARATION OF THE DESIGNATED PERSON ASHORE”

INTERNATIONAL SAFETY MANAGEMENT (ISM) CODE

Codice Internazionale Gestione Sicurezza (ISM Code)

DECLARATION OF DESIGNATED PERSON

Dichiarazione di Persona Designata a terra

To ensure the safe operation of each ship and to provide a link between the “Company” and those on board, every “Company”, as appropriate, shall designate a person or persons ashore (DPA(s) having direct access to the highest level of management. The responsibility and authority of the DPA(s) shall include monitoring the safety and pollution prevention aspect of the operation of each ship and ensure that adequate resources and shore-based support are applied, as required.

Per assicurare la sicura operatività delle navi e per fornire un collegamento tra la Compagnia ed il personale di bordo, ogni Compagnia, come appropriato, dovrà designare una o più persone a terra (DPA(s) che abbiano accesso ai più alti livelli dirigenziali. La responsabilità e l'autorità della persona o delle DPA(s) deve includere il monitoraggio degli aspetti dell'operatività delle navi legati alla sicurezza ed alla protezione ambientale e assicurarsi che adeguate risorse e supporto di terra siano disponibili come richiesto.

The undersigned affirms that

Il sottoscritto dichiara che

_____ (Name of the Designated Person Ashore/Nome della Persona Designata a terra)

and/e _____ as alternative/in alternativa,

has(ve) been appointed pursuant to IMO Resolution A741(18) as amended - Section 4, of the ISM Code, the Designated Person(s) for the following ship(s):

è/sono state nominate in accordo alla Risoluzione IMO A741(18) come emendata – Sezione 4, del Codice ISM, Persona/e Designata/e a terra per la/e seguente/i nave/i:

| Ship Name <i>(Nome della nave)</i> | Port of registry and official number <i>(porto e numero di matricola)</i> | IMO Number <i>(Numero IMO)</i> |
|---|--|---------------------------------------|
| | | |
| | | |
| | | |

and undertaken that the said DPA (s) will be available to the Administration/Recognized Organization(s) involved at any time as follows:

stabilisce che la/e suddetta/e DPA(s) è sempre disponibile verso l'Amministrazione/Organizzazione/i) riconosciuta(e) assegnate:

| | |
|---|---------------------------|
| (Name) <i>(Nome)</i> | |
| (Address) <i>(Indirizzo)</i> | |
| (Telephone) <i>(Telefono)</i> | (Fax) <i>(Fax)</i> |
| (mobile phone) <i>(telefono cellulare)</i> | (E-Mail) |

.....
(Signature of Designated Person ashore)

.....
(Signature Title of Senior Management of the Company)

Annex 10 – NOTIFICATION OF INVALIDATION OF ISM CERTIFICATION

Notification of Invalidation of ISM Certification

- Document of Compliance
- Safety Management Certificate

| | |
|---|----------------|
| Ship's Name | IMO N° |
| Company Name, ID Number and Address | Certificate N° |
| | Issued by: |
| The audit was conducted on behalf of the government of: | |
| Type of audit: <input type="checkbox"/> Annual (office) <input type="checkbox"/> Intermediate (ship) <input type="checkbox"/> Additional <input type="checkbox"/> Renewal (Tick as appropriate) | |

| |
|---|
| REASON FOR INVALIDATION OF CERTIFICATION (specify) |
| Name: Position: Society: <div style="text-align: right;">Date:</div> |

Distribution:

- to Company
- Copy to Administration
- Copy to Port State Authority (if appropriate)
- Copy to RO responsible for the issue of SMC's.(office audit)
- Copy to RO responsible for issue of DOC (ship audit)
- Copy to Classification Society (ship audit)

Annex 11 – VERIFICATION OF COMPLIANCE WITH FLAG STATE REQUIREMENTS

1. Unless otherwise instructed by the administration, auditors shall verify compliance with particular flag state requirements by sampling in the same way that compliance with other mandatory requirements is verified.

2. Where Administrations have specified requirements to be verified at every scheduled audit, either on board or ashore, the RO may formulate an appropriate audit plan considering the additional time that may need to be added to the audit duration and inform the company/ship accordingly.

Annex 12 – TRANSFER OF CERTIFICATION (TC)

TRANSFER OF CERTIFICATION (TC)

SPECIFY TRANSFER OF CERTIFICATION:

- DOC**

 SMC
 ISSC

COMMON PARTICULARS:

| | |
|--------------------------------|--|
| Losing Society / Fax / e-mail | |
| Gaining Society / Fax / e-mail | |

| | |
|------------------|---------------|
| Company Name: | Name of Ship: |
| Company Address: | IMO Number: |
| Company No | |

PROCEDURE:

| Step 1 (to be completed by the GAINING SOCIETY and sent to LOSING SOCIETY) | | | | | | | | |
|--|-----|---|---|----------|---|---|-----|------|
| | DOC | | | | | | SMC | ISSC |
| | 1 | 2 | 3 | 4 | 5 | 6 | | |
| FLAG | | | | | | | | |
| Ship Type(s) (PS, PHS, CHC, BC, OT, CT, GC, MODU, OCS) | | | | | | | | |
| Responsible Person | | | | Position | | | | |
| Date Completed and sent | | | | | | | | |

| Step 2 (to be completed by the LOSING SOCIETY and sent to GAINING SOCIETY) | |
|---|--------------------------|
| ATTACHED DOCUMENTATION: | |
| Audit Report | <input type="checkbox"/> |
| Copy of certificate | <input type="checkbox"/> |
| Details of agreed corrective action plan and time frame | <input type="checkbox"/> |
| Any other attachment including outstanding verification to be completed by losing society (specify) | <input type="checkbox"/> |
| Responsible Person | Position |
| Date completed and sent | |

| Step 3 (to be completed by the GAINING SOCIETY and sent to LOSING SOCIETY) | |
|--|--|
| Verification successful? | <input type="checkbox"/> Yes <input type="checkbox"/> No (attach audit report) |
| Responsible Person | Position |
| Date completed and sent | |