



**Rules for the certification of maritime
personnel recruitment and placement
Agencies in compliance with the ILO
Convention:
MARITIME LABOUR CONVENTION 2006**

Effective from 01/01/2018

Emirates Classification Society (Tasneef)
Aldar HQ 19th Floor,
Al Raha Beach, Abu Dhabi, UAE
Abu Dhabi, United Arab Emirates

Phone (+971) 2 692 2333
Fax (+971) 2 445 433
P.O. Box. 111155
info@tasneef.ae

GENERAL CONDITIONS

Definitions:

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

"IACS" means the International Association of Classification Societies.

"Interested Party" means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner of the Ship and his representatives, the 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.

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

- (i) Rules for the Classification of Ships or other special units;
- (ii) Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
- (iii) Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations;
- (iv) Guides to carry out particular activities connected with Services;
- (v) Any other technical document, 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" or "TASNEEF" means Tasneef and/or all the companies in the Tasneef Group which provide the Services.

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

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. In particular, the Society:

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

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

1.3. The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which are 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, although committed also through its research and development services to continuous updating of the Rules, does not guarantee the Rules meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.

2.2. The Interested Party is required to know the Rules 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.tasneef.ae.

2.3. The Society exercises due care and skill:

- (i) in the selection of its Surveyors
- (ii) in the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.

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

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, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame).

The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.

3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly 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, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. The classification of a Ship, or the issuance of a certificate or other document connected with classification or certification and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness,

structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

3.4. Any document issued by the Society 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.

3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, 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.

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

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

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

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties 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, 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 late payment, interest at the legal current rate increased by 1.5% may be demanded.

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.

For every termination of the contract, the fees for the activities performed until the time of the termination 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.

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 art. 2.4), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.

Therefore, except as provided for in paragraph 5.2 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.

5.2. Notwithstanding the provisions in paragraph 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). 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 AED5,000,000 (Arab Emirates Dirhams Five Millions only). Payment of compensation under this paragraph 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 paragraph 5.1 above.

5.3. 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: (i) THREE (3) MONTHS from the date on which the Services were performed, or (ii) THREE (3) 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. These General Conditions shall be governed by and construed in accordance with United Arab Emirates (UAE) law, and any dispute arising from or in connection with the Rules or with the Services of the Society, including any issues concerning responsibility, liability or limitations of liability of the Society, shall be determined in accordance with UAE law. The courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with the Rules or with the Services of the Society.

6.2. However,

- (i) In cases where neither the claim nor any counterclaim exceeds the sum of AED300,000 (Arab Emirates Dirhams Three Hundred Thousand) the dispute shall be referred to the jurisdiction of the DIFC Small Claims Tribunal; and
- (ii) for disputes concerning non-payment of the fees and/or expenses due to the Society for services, the Society shall have the

right to submit any claim to the jurisdiction of the Courts of the place where the registered or operating office of the Interested Party or of the applicant who requested the Service is located.

In the case of actions taken against the Society by a third party before a public Court, the Society shall also have the right to summon the Interested Party or the subject who requested the Service before that Court, in order to be relieved and held harmless according to art. 3.5 above.

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 international, European or domestic legislation, Charter or other IACS resolutions, or order from a competent authority. Information about the status and validity of class and statutory certificates, including transfers, changes, suspensions, withdrawals of class, recommendations/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.

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.

7.2. Notwithstanding the general duty of confidentiality owed by the Society to its clients in clause 7.1 above, the Society's clients hereby accept that the Society may 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.

7.3. 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.

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



CONTENTS

CHAPTER 1: GENERAL	3
CHAPTER 2: CERTIFICATION REQUIREMENTS	3
CHAPTER 3: INITIAL CERTIFICATION AND CERTIFICATE ISSUE	4
CHAPTER 4: MAINTAINING VALIDITY OF THE CERTIFICATE	8
CHAPTER 5: RECERTIFICATION	9
CHAPTER 6: MANAGEMENT OF CERTIFICATES OF CONFORMITY	10
CHAPTER 7: MODIFICATION OF CERTIFICATION AND COMMUNICATION OF CHANGES.....	10
CHAPTER 8: SPECIAL REQUIREMENTS FOR MULTI-SITE AGENCIES	11
CHAPTER 9: SUSPENSION, REINSTATEMENT AND WITHDRAWAL OF CERTIFICATION.....	12
CHAPTER 10: RENUNCIATION OF CERTIFICATION	13



CHAPTER 1: GENERAL

1. 1 These Rules describe the procedures applied by Tasneef for the voluntary certification of maritime personnel recruitment and placement Agencies in compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements", and how Agencies can apply for, obtain, retain and use this certification, as well as its possible suspension and revocation. For any issues not covered in this document, reference should be made to the "GENERAL CONTRACT CONDITIONS GOVERNING SYSTEM, PRODUCT AND PERSONNEL CERTIFICATION", which can be downloaded at www.tasneef.ae.

1. 2 Certification is open to all Agencies, and in general to all organizations, which are engaged in recruiting seafarers on behalf of shipowners or placing seafarers with shipowners.

1. 3 The certificate issued by Tasneef pertains exclusively to a single Agency, with its own functional and administrative structure. For Agencies with more than one operating unit, each operating unit can be defined as an Agency.

1. 4 Tasneef applies its current certification fees and guarantees fairness and uniformity of application. Tasneef is entitled to refuse requests for certification by

Agencies that have been subject to, or whose activities have been subject to, restriction, suspension or proscription by a public authority.

When Tasneef declines an application, the reasons shall be communicated to the client.

1. 5 The participation of observers in audits is agreed in advance between Tasneef and the Agency.

CHAPTER 2: CERTIFICATION REQUIREMENTS

2. 1 An Agency wishing to obtain Tasneef certification must have a Quality Management System (QMS) in accordance with the UNI EN ISO 9001:2008

Standard. The Quality Management System can be certified or not by an accredited Certification Body, but must be established, kept active and fully implemented.

Three potential cases are illustrated below:

1) Organization with a valid Quality Management System (QMS) certified by Tasneef.

The certification process enables, on the occasion of the first maintenance/renewal audit of QMS as per the Surveillance Audits Programme which the applicant Agency already has, compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements" to be checked.

2) Organization with a valid Quality Management System (QMS) certified by a Certification Body accredited, in accordance with ISO 17021, by an



Accreditation Body that is party to the IAF/MLA mutual recognition agreement.

This situation provides two possible subcases:

Case a) The Agency wishes to transfer its certification to Tasneef. The transfer of the valid accredited certificate is started in accordance with the "General Rules for the certification of management systems" (chapter 10) and verification of compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements", is also undertaken. **Case b)** The Agency doesn't wish to transfer its certification to Tasneef verifies that the certificate issued by the accredited Certification Body is not suspended and only verification of compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements", is carried out.

3) Organization with a Quality Management System (QMS) not certified or with a Quality Management System (QMS) certified by a Certification Body not accredited or accredited by an Accreditation Body that is not a party to the IAF/MLA mutual recognition agreement.

The certification process involves checking compliance with the ISO 9001 Standard, in addition to checking compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements".

2. 2 The Agency must have prepared a manual that describes the management of the maritime personnel recruitment and placement activities and containing or referring to the relative documented procedures.

The Manual is to describe the processes and their interactions, the resources and procedures used to provide the service.

This can be done in various ways:

- descriptions;
- flow charts or logograms;
- tables or matrices;
- other.

CHAPTER 3: INITIAL CERTIFICATION AND CERTIFICATE ISSUE

3. 1 Maritime personnel recruitment and placement Agencies which wish to obtain this certification must provide Tasneef with their main data and site location by filling in all parts of the "Informative Questionnaire" form, available at www.tasneef.ae, and send it to Tasneef which will use it to prepare a quotation.

In particular, the informative questionnaire requires information to be provided on:

- o the general characteristics of the Agency,



- QMS implementation: if the QMS is certified a copy of the certificate is to be sent to Tasneef,
- the number of permanent and temporary sites subject to certification, including the name and addresses of the physical location/s and the relative activities performed;
- company processes and relative dedicated resources;
- any relationships with other larger companies;
- all the processes outsourced by the Agency that may affect conformity with requirements;
- any certificates already obtained;
- the use of any consultancy services connected with the management system.

This information is to be provided by an authorized representative of the applicant Agency.

On the basis of this information, Tasneef prepares a suitable offer.

3. **2** Prior to performing the audit, Tasneef makes sure:
- a) there is sufficient information concerning the applicant Agency to perform the audit;
 - b) certification requirements are clearly established and documented and are sent to the applicant Agency;
 - c) every difference of interpretation between Tasneef and the applicant Agency has been eliminated;
 - d) that the Tasneef auditors have the skills and capacity to perform the certification activities.

4. **3** If the Agency accepts the offer, it must make its application official by sending Tasneef the specific form attached to the offer. On receipt of the application for certification and the relative annexes and having ensured they are complete, Tasneef will send the Agency written acceptance of its application.

The Agency's request, which makes specific mention of these Rules, and its acceptance by Tasneef, contractually formalise the relationship between Tasneef and the Agency, and the applicability of these Rules.

The agreement signed between Tasneef and the Agency includes:

- the initial audit comprising two stages and, if the outcome is successful, the issue of the certificate;
- subsequent surveillance and recertification audits;
- any additional services specified in the offer, including the pre-audit, if requested by the Agency.

During the initial audit, the Agency must demonstrate that the maritime personnel recruitment and placement activity is managed in compliance with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements".

3. **4** Together with or following the certification request, the Agency must make the following documents available to Tasneef:
- the Agency's management manual (last valid revision) describing the



- policy, objectives and programmes;
- o a copy of the QMS certificate in accordance with UNI EN ISO 9001 if existing;
- o list of relevant internal procedures;
- o a copy of the Chamber of Commerce registration certificate or an equivalent document, certifying the existence of the Agency and describing the activity it performs;
- o Agency chart;
- o latest Management Review;
- o list of current sites, describing the activities performed there, where applicable.

Tasneef may ask, at its discretion, to examine other documents, apart from those previously mentioned, that are considered to be important to assess the activity performed.

Tasneef examines the above documents for conformity with MLC 2006 and the present Rules.

3.5 The initial audit comprises a documental audit and an audit on site.

The documental audit can be performed partly in the office and partly at the Agency's site or entirely at the Agency's site.

Before the audit, Tasneef informs the Agency of the names of the auditors and technical experts appointed to perform the audit, together with the audit plan.

The initial audit comprises the following main points:

- an initial meeting with the technicians of the Agency in order to explain and confirm the audit objectives and audit methods indicated in the audit plan;
- an inspection of the production site/s of the Agency to verify conformity of the Management System with the reference documents and its complete implementation;
- a closing meeting to present the audit conclusions.

3.6 A written report is prepared for each audit indicating any major non-conformities (type A findings), minor non-conformities (type B findings) and improvement recommendations (type C findings).

Major non-conformities are:

- failure to fulfill one or more requirements of the reference document;
- non-compliance with one or more requirements of these Rules,
- situations that could cause serious shortcomings in the management system or reduce its capacity to ensure control of the maritime personnel recruitment and placement process.

Minor non-conformities are:

- situations that could cause minor shortcomings in the management system or which do not reduce its capacity to ensure control of the maritime personnel recruitment and placement process.

Recommendations are:

- suggestions for improving the management system that do not directly concern the requirements of the Convention.



A copy of the report is sent to the client Agency; Tasneef keeps the original report.

The Agency may indicate any reservations or comments concerning the findings by the Tasneef surveyors in the relative space in the audit report. The contents of this report are subsequently confirmed by Tasneef in writing. If no written communication is received from Tasneef, the report may be considered as confirmed three days after delivery of the copy to the Agency.

3.7 After analysing the reasons for any major or minor non-conformities indicated in the above report, the Agency must, by the data indicated on the report, inform Tasneef of its proposals for handling the non-conformities, as well as the corrective action required and the dates envisaged for its implementation.

3.8 In the event of major non-conformities (type A findings), the certification process is suspended; in the event of minor non-conformities the number of which, in the audit team's judgement, may compromise the efficiency of the management system, the certification process is also suspended.

In these cases, a supplementary audit must be performed within three months in order to check the effectiveness of corrections and of the proposed corrective action; if this audit is successful the certification process will be resumed.

The auditing team may decide to perform the supplementary audit on site or on the documents, depending on the type of corrective action involved.

All costs relative to any supplementary audits deriving from shortcomings in the Management System will be charged to the Agency.

If the above period is exceeded, the System is completely re-examined within six months of the date of the end of the audit.

After the six-month period has elapsed and the situation still remains negative, Tasneef reserves the right to definitively close the certification file and charge the time spent and expenses incurred up to that moment. In such a case, if the Agency wishes to proceed with Tasneef certification, it must submit a new application and repeat the certification procedure.

In special cases, the above time limits may be modified at the request of the Agency, if considered justified by Tasneef.

3.9 After the satisfactory completion of the initial audit and after validation by Tasneef, a Certificate of Conformity with the requirements required by the Maritime Labour Convention 2006, valid for three years, is issued.

The certificate contains the name and address of the company, the address of the operative site/s included in the certification, the scope of certification, the date of initial issue, the current date of issue and the date of expiry.

The validity of the certificate is subject to the results of subsequent annual surveillance audits and the three-yearly recertification of the Management System.

The frequency and extent of the subsequent audits to maintain certification are established by Tasneef on a case-by-case basis by drawing up a three-year audit plan which it sends to the Agency.



For details on the management and validity of the certificates of conformity issued by Tasneef, see chapter 6.

CHAPTER 4: MAINTAINING VALIDITY OF THE CERTIFICATE

- 4. 1** The Agency must ensure compliance with Regulation 1.4 of MLC 2006.
- 4. 2** The Agency must record any complaints and the relative corrective action implemented and must make these records available to Tasneef together with the corrective action taken to address the non-conformities identified during the periodic audits.

- 4. 3** Tasneef performs periodic audits on the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements" in order to evaluate whether it remains compliant, in accordance with the PVP that establishes an audit on site at least once every 12 months. This programme may be modified by Tasneef according to the results of the previous surveillance audits.

If the limits of the surveillance audits are exceeded for justified reasons, this must be agreed with Tasneef in advance and recovered at the subsequent audit.

In any case, the first surveillance audit following initial certification must be performed within 12 months from the final date of the initial audit.

- 4. 4** Surveillance audits are performed at the Agency's site/s, according to a three-year programme which enables each item contained in the reference Tasneef document to be audited at least once during the three years of validity of the Certificate, bearing in mind the documents as per point 3.4.

The following aspects will be considered during the surveillance audits:

- o maintaining implementation of QMS;
- o review of the action taken as a result of the non-conformities identified during the previous audit;
- o handling of complaints;
- o effectiveness of the management system as regards achieving objectives;
- o progress of activities implemented to promote continual improvement;
- o continual operative control;
- o a review of any changes.

Details of the activities and instructions for performing surveillance audits at the site/s are described in the surveillance audit plan which Tasneef sends to the Agency before performing the audit.

- 4. 5** Tasneef also reserves the right to perform additional audits with respect to those established in the three-year programme, without notice, at the Agency:
- o if it receives complaints or reports, considered to be particularly significant, relative to non-compliance of the System with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements" reference standard of these rules.



- in relation to changes taking place in the Agency,
- if the Agency's certificate has been suspended.

If the Agency refuses without a justified reason, Tasneef may decide to suspend/withdraw certification. If Tasneef considers the complaints and reports to be justified, the cost of the supplementary audit will be charged to the Agency.

4.6 The validity of the certificate is confirmed following the successful outcome of the surveillance audit.

4.7 In the case of major non-conformities (type A findings) or minor non-conformities (type B findings) whose number in the opinion of the audit team is such as to impair the correct functioning of the system, the Agency will be subject to a supplementary audit within the time limits established by Tasneef in relation to the importance of the non-conformities and, in any case, not more than three months after the end of the audit in order to check the effectiveness of corrections and of the proposed corrective action.

If the major non-conformities are not eliminated by the established date or if the minor non-conformities do not ensure the supplied services satisfy the MLC 2006 requirements, Tasneef may suspend certification until these major non-conformities have been eliminated and, in any case, as specified in chapter 9.

All costs relative to any supplementary audits deriving from shortcomings in the System will be charged to the Agency.

CHAPTER 5: RECERTIFICATION

5.1 For the recertification audit, performed every three years, the Agency must contact Tasneef about three months before the date indicated on the three year audit plan in its possession, and send an updated and complete copy of the Informative Questionnaire (available at www.tasneef.ae) in order to allow Tasneef to plan the activity and agree on the date of the recertification audit.

5.2 The recertification audit sets out to confirm maintenance of conformity of the maritime personnel recruitment and placement system, also in the case of internal or external changes.

5.3 The recertification procedure must be successfully terminated before the expiry date indicated on the certificate. This date cannot be extended by Tasneef.

Consequently, the recertification audit must be successfully terminated in sufficient time to allow Tasneef to approve the recertification proposal and reissue the certificate by the above date (at least one month before the expiry date indicated on the certificate).

If the Agency fails to abide by the above deadlines and does not obtain the reissued certificate by the date of expiry, the certificate must be considered as expired starting from the day after the date of expiry indicated on the certificate.

An Agency intending to obtain certification following the expiry of the certificate must present a new application and, generally, repeat the entire initial certification procedure.



- 5.4** In the case of major non-conformities or minor non-conformities whose number in the opinion of the auditing team is such as to impair the correct functioning of the maritime personnel recruitment and placement system, the Agency must effectively implement the relative corrections and corrective actions before the date of expiry of the certificate of conformity. This means that Tasneef must perform the supplementary audit to verify the elimination of these non-conformities (major or minor) in sufficient time for the subsequent issue of the certificate. The established deadlines by which the supplementary audit must be performed are indicated in the recertification audit report. The auditing team may decide to perform the supplementary audit on site or on the documents, depending on the type of corrective action involved. All costs relative to any supplementary audits deriving from shortcomings in the recruitment and placement system respect to MLC 2006 will be charged to the Agency.
- 5.5** Following the satisfactory completion of the recertification audit, Tasneef reissues the certificate of conformity. Confirmation of recertification approval by Tasneef with consequent issue of the certificate is sent to the Agency in writing. For details on the management and validity of the certificates of conformity issued by Tasneef, see chapter 6.

CHAPTER 6: MANAGEMENT OF CERTIFICATES OF CONFORMITY

- 6.1** The certificate of conformity issued by Tasneef is valid for three years starting from the date of approval by Tasneef of the initial certification or recertification proposal. The validity of the certificate, throughout the three years of validity, is subject to the results of the subsequent surveillance audits. The certificate of conformity is reissued following the successful outcome of each recertification audit, as indicated in chapter 5.
- 6.2** The validity of the certificate may be suspended, withdrawn or relinquished in accordance with the contents of Chapter 9.
- 6.3** Tasneef directly publishes and updates the list of certified Agencies on its website www.tasneef.ae.

CHAPTER 7: MODIFICATION OF CERTIFICATION AND COMMUNICATION OF CHANGES

- 7.1** An Agency in possession of certification may request a modification or extension by presenting a new certification application, accompanied by the duly updated documentation indicated in point 3.4. Tasneef reserves the right to examine requests on a case by case basis and to decide the evaluation methods for the purpose of issuing a new certificate according to the "GENERAL CONTRACT CONDITIONS GOVERNING SYSTEM, PRODUCT AND PERSONNEL CERTIFICATION" and to the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements".



7.2 The Agency must promptly inform Tasneef of any changes in factors that may affect the capacity of the Management System to continue to satisfy requirements of the Convention. the

This requirement concerns, for example, modifications to:

- o the legal, commercial, organizational or ownership status;
- o contact addresses and sites;
- o significant changes in the maritime personnel recruitment and placement management system and processes.

7.3 Tasneef reserves the right to perform additional audits on the Agency if the modifications communicated are considered particularly significant as regards maintaining conformity with the requirements required by Title 1 - Regulation 1.4 of the Maritime Labour Convention 2006 and grouped in the Tasneef document "Maritime Labour Convention, 2006. Recruitment and placement requirements" and of these Rules or to review the economic conditions for the possible modification of the contract.

7.4 Tasneef promptly informs the Agency of every change in the reference documents or Tasneef certification Rules.

CHAPTER 8: SPECIAL REQUIREMENTS FOR MULTI-SITE AGENCIES

8.1 If an Agency operates on more than one permanent site and a single certificate is required, audit activities can be performed by sampling the sites subject to audit, provided:

- 1) the processes of all the sites are substantially of the same type and are performed using similar methods and procedures;
- 2) the system is managed and administrated centrally and reviewed by central management.

The Agency must also demonstrate that the central office has established a management system compliant with MLC 2006 and that the entire Agency satisfies its requirements.

8.2 On the basis of the information provided by the Agency, Tasneef establishes the applicable sampling plan. This activity is generally performed during the

audit process and may also be performed after the audit is completed at headquarters. In any case, Tasneef informs the central office which sites must be included in the sample.

8.3 Tasneef issues a single certificate with the name and address of the headquarters of the Agency. The certificate also contains a list of all the sites which deal with recruitment and placement activities.

8.4 For any non-conformities (major or minor) found on one site during audits, the Agency must assess whether these are due to shortcomings common to more than one site and, if so, it must adopt corrective action both at headquarters and at the other sites.

If, instead, the non-conformities (major or minor) and/or observations are not of the same type, the Agency must provide suitable evidence and reasons for limiting its corrective follow-up actions.

If non-conformities are found even on just one site, the certification process is suspended for the entire network of listed sites, until these non-



conformities have been corrected and, in any case, in accordance with the contents of chapter 9.

The Agency cannot exclude this/these site/s from the certification scope.

8.5 The Agency must inform Tasneef of the closure of any site covered by certification. If this information is not communicated, Tasneef may decide whether to proceed according to the contents of chapter 9.

CHAPTER 9: SUSPENSION, REINSTATEMENT AND WITHDRAWAL OF CERTIFICATION

9.1 The validity of the certificate of conformity may be suspended as indicated in the "GENERAL CONTRACT CONDITIONS GOVERNING SYSTEM, PRODUCT AND PERSONNEL CERTIFICATION" and in the following specific cases:

- if the QMS is not kept active and fully implemented;
 - if the Agency refuses to allow the scheduled audits to be performed at the required frequencies;
 - if non-conformities are found in the management system which have not been corrected within the time limits established by Tasneef;
 - if the Agency does not observe the deadlines established for the communication of corrective actions, following non-conformities/observations indicated in the audit report;
 - if the Agency has made modifications to its management system that have not been accepted by Tasneef;
 - if the Agency has undergone important re-structuring and has not reported this to Tasneef;
 - if any justified and serious complaints received by Tasneef are confirmed.
- The Agency can also make a justified request to suspend certification, normally for not more than six months and in no case after the date of expiry of the certificate.

This suspension will be notified in writing, stating the conditions for reinstating certification and the date by which the new conditions are to be complied with.

9.2 Reinstatement of certification is subject to verification that the shortcomings which led to the suspension have been eliminated. This is achieved by means of an analytical audit, checking compliance of the System with all the requirements of Regulation 1.4 of MLC 2006.

9.3 Withdrawal of the certificate of conformity may be decided as indicated in the "GENERAL CONTRACT CONDITIONS GOVERNING SYSTEM, PRODUCT AND PERSONNEL CERTIFICATION" and in the following specific cases:

- when there are reasons such as those indicated in point 9 for suspension, which are held to be particularly serious;
- if the Agency stops its activities, in general, for over six months;
- if the Agency does not accept the new economic conditions established by Tasneef due to a modification in the contract;
- for multi-site Agencies, if the headquarters or one of the sites does not comply with the criteria required to maintain certification.



Withdrawal of the Certificate of Conformity is notified in writing to the Agency.

Any Agency which, following revocation of its Certificate, wishes to be re-certified, must submit a new application and follow the entire procedure all over again.

CHAPTER 10: RENUNCIATION OF CERTIFICATION

A certified Agency may send formal communication of renunciation of certification to Tasneef, before the expiry of the certificate, including the case in which the Agency does not wish to or cannot conform to the new provisions established by Tasneef.

Upon receipt of this communication, Tasneef starts the procedure to invalidate the certificate.

Generally speaking, Tasneef updates the validity status of the certificate within one month from the date of the communication.