



# **Guide for the Ship Environmental Rating Assessment – Green Rating (ERA)**

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# GENERAL CONDITIONS

## Definitions:

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

"IACS" means the International Association of Classification Societies.

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

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**1 GENERAL**

The aim of this Guide is to provide Interested Parties with the criteria adopted by Tasneef to carry out an Environmental Rating Assessment (ERA) in order to assign a Green Rating based on the environmental friendliness of a ship and the Management. The assessment can be carried out also on ships not classed by Tasneef.

The environmental friendliness of the ship is evaluated by the ERA, verifying the ship's compliance with more stringent rules beyond the scope of mandatory requirements for the prevention of pollution, checking the availability of procedures aimed at preventing pollution and their correct application, and verifying the satisfactory maintenance of systems and machinery that may cause or should prevent pollution.

The ERA is based on the checks listed in the Annex; however, the applicability of the items or of additional requirements will be verified by Tasneef in relation to the service, navigation and constructional characteristics of the ship.

The rating assigned to the ship and the report issued following the ERA survey are entirely based on the findings at the time of the verification. The ERA report provided to the Interested Party contains a detailed description of the ship's environmental friendliness at the time of the survey.

The activities of Tasneef for the ERA do not relieve the Interested Party of its duty to ensure the proper maintenance of the ship at all times.

The ship's environmental friendliness is normally assessed for both sea and air pollution according to a rating system comprising three levels, from 1 to 3, where 1 is the highest score (see item [4]).

The ship's environmental friendliness may be assessed and the rating assigned only for sea pollution or only for air pollution, if so agreed with the Interested Party.

**2 FIELD OF APPLICATION**

This Guide applies, outside the scope of classification, at the request of the Interested Party, to all ships with the scope of issuing a final ERA report.

**3 DEFINITIONS**

“ERA” means Environmental Rating Assessment.  
 “ERA survey” means inspections, tests and checks carried out within the scope of the ERA.  
 “Interested party” means the ship Owner or management company requesting Tasneef to carry out an ERA survey.

**4 GREEN RATING SYSTEM**

The environmental friendliness of a ship is defined according to the rating as per Tab 1.

**5 SCOPE OF THE ERA SURVEY**

The ERA survey is carried out, at the Interested Party's request, by exclusive Tasneef Surveyors. For a ship classed by Tasneef, when the ERA survey is carried out during a class survey time window, items within the scope of the class survey inspected during the ERA survey and found in satisfactory condition can also be credited with respect to the class survey. If the ERA survey reveals that some items subject to class do not comply with the Rules, e.g. in terms of general cleanliness of the engine room, corrective actions are required by Tasneef in accordance with the current classification procedures. If the ERA survey is requested by the Interested Party for a ship not classed by Tasneef, the applicant is responsible for informing the classification society accordingly.

The Interested Party is also responsible for notifying the classification society of any deficiency arising from the ERA survey which is relevant to class.

**Table 1**

GREEN RATING SYSTEM	
1	“VERY GOOD ENVIRONMENTAL FRIENDLINESS” - ship with high environmental pollution prevention standards of industry best practice, including company's continuous improvement programme investing in new design and/or operational technologies
2	“GOOD ENVIRONMENTAL FRIENDLINESS” - ship with high environmental pollution prevention standards of industry best practice
3	“SATISFACTORY ENVIRONMENTAL FRIENDLINESS” - ship in full compliance with statutory requirements and current industry practices

**6 ERA SURVEY**

**6.1 Flow chart**

The ERA survey flow chart is shown in Fig 1.

**6.2 Documents to be submitted**

The documents listed in 9 are to be submitted to Tasneef before the survey is carried out, at the time of the request, in order to assess compliance with the relevant items listed in the Annex.

**6.3 Certificates, documents and procedures**

A general examination of pollution prevention certificates, documents and procedures available on board is to be carried out, paying attention to their validity.

The due reporting of log/record books listed in the Annex is to be checked, as is the familiarity of the crew with pollution prevention procedures.

**6.4 Machinery and systems**

A general examination of machinery and systems is to be carried out in accordance with the Annex, paying attention to their overall condition and cleanliness and performing functional tests, without requesting the opening of components unless considered necessary for ERA purposes by the attending Surveyor.

**6.5 ERA pre-survey**

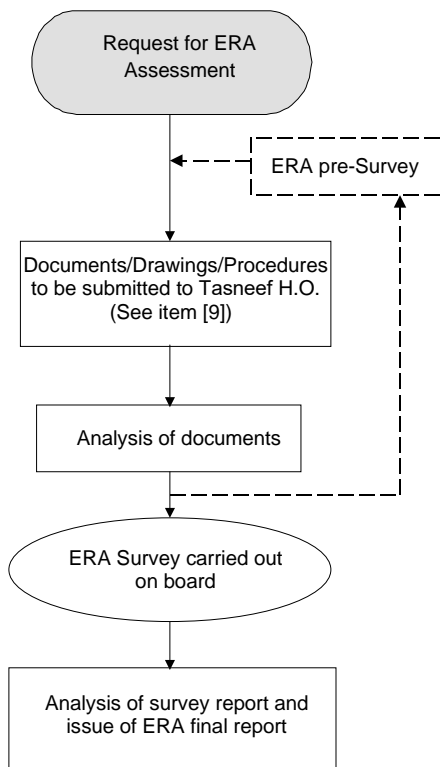
The Interested Parties may request an ERA pre-survey before the ERA survey is carried out. This pre-survey is intended to provide preliminary data on the ship’s environmental friendliness and does not generate a final Green Rating.

The ERA pre-survey is carried out according to this Guide, but the documents to be submitted and the extension of the survey are to be defined by Tasneef and the Interested Parties.

**7 EVALUATION OF THE ERA SURVEY CHECKS**

Items listed in the Annex are to be evaluated during the ERA survey according to the following criteria:

**Figure 1**



**7.1 Certificates, documents and procedures**

This rating system applies to items in sections SSD and SAD of the Annex.

- **YES “AFFIRMATIVE”**  
The item is complied with, therefore the rating assigned is 1.
- **NO “NEGATIVE”**  
The item is not complied with, therefore the rating assigned is 4.
- **N.A. “NOT APPLICABLE”**  
The item is not applicable to the ship, therefore the rating assigned is 0.

**7.2 Machinery and systems**

This rating system applies to items in sections SSC and SAC of the Annex.

- 1 - **“VERY GOOD CONDITION”**  
Items and systems examined, tested and found with no deficiencies/dirt affecting environmentally safe operation and/or performance. Maintenance/cleaning practices considered good. Compliance with high environmental standards/requirements.
- 2 - **“GOOD CONDITION”**  
Items and systems examined, function tested and found with some minor deficiencies/dirt which do not affect environmentally safe operation and/or performance. Maintenance/cleaning practices considered adequate.
- 3 - **“SATISFACTORY CONDITION”**  
Items and systems examined, tested and found with deficiencies/dirt not affecting environmentally safe operation and/or performance. Maintenance/cleaning practices considered of a minimum standard. Some maintenance may be improved.
- 4 - **“POOR CONDITION”**  
Items and systems examined, tested and found with deficiencies/dirt significantly affecting environmentally safe operation and/or performance. Maintenance/cleaning practices considered inadequate. Maintenance and repair are necessary.

Instead of the above-mentioned rating, the evaluation of some inspected items may require the following judgment criteria:

- **YES “AFFERMATIVE”**  
The item is complied with, therefore the rating assigned is 1.
- **NO “NEGATIVE”**  
The item is not complied with, therefore the rating assigned is 4.



- **N.A. “NOT APPLICABLE”**

The item is not applicable to the ship, therefore the rating assigned is 0.

## 8 ERA SURVEY CHECKS

For the purpose of evaluating the ship’s environmental friendliness, the checks indicated in the Annex are to be carried out as applicable.

The first part of the Annex deals with sea pollution and is divided into two main sections:

- SSD) (Section of Sea Pollution Documents) Check of certificates, documents and procedures available on board
- SSC) (Section of Sea Pollution Checks) Checks and tests to be performed on board on systems and machinery

The evaluation of this section generates the “SEA POLLUTION FINAL EVALUATION RATING” according to the assessment system defined in [4].

The second part of the Annex deals with air pollution and is divided into two main sections:

- SAD) (Section of Air Pollution Documents) Check of certificates, documents and procedures available on board
- SAC) (Section of Air Pollution Checks) Checks and tests to be performed on board on systems and machinery

The evaluation of this section generates the “AIR POLLUTION FINAL EVALUATION RATING” according to the assessment system defined in [4].

Fulfillment of some items listed in the Annex is mandatory in order to assign the final ERA report. These items are identified by an (M) in their code.

The ship’s environmental friendliness is finally evaluated according to the Green Rating system defined in [4]. See the flow chart in Fig 2.

## 9 DOCUMENTATION TO BE SUBMITTED

At the time of the request for the ERA, the Interested Party is to submit the following documentation to Tasneef.

Alternative documentation may be accepted, provided it is sufficient for the performance of the ERA survey.

- 1) Schemes of the fuel oil, lubricating oil and relevant residue systems containing the indications necessary to verify the following requirements (with reference to the Annex):
  - SC.06) If the fuel oil tanks/DD.BB. are provided with high level alarms, as applicable;
  - SC.07) If the sludge tank(s) is(are) provided with a high level alarm, as applicable;

- SC.10) If an overflow system and a high level alarm or two high level alarms are fitted in fuel oil/lubricating oil tanks of capacity >10 m<sup>3</sup>;
  - SC.11) If a fixed container or enclosed deck area is available in each fuel oil/lubricating oil vent, overflow and fill pipe on the weather deck or superstructures;
  - SC.23) Bilge high level alarms;
  - SC.24) If the bilge system scheme is in compliance with MARPOL requirements;
  - SC. 61/SC.62) If fuel/cargo oil tanks are segregated from the ballast system.
- 2) Drawings with indication of tank volume necessary to verify the following requirements:
    - SC.26) If a holding tank of adequate volume is available for the pre-separation of bilge water;
    - SC.49) If a holding tank of adequate volume is available for treated sewage;
    - SC.50) If a holding tank of adequate volume is available for grey water.
  - 3) On board procedures/manuals necessary to verify procedural requirements.
  - 4) Documentation of fire-fighting gases and of refrigerants used on board AC.14 / AC.15)

Additional documentation may be required depending on the service, navigation and constructional characteristics of the ship.

## 10 SURVEY REPORT

The Surveyor in charge of the ERA survey is responsible for providing an indication in the survey report of the ratings assigned to documents and machinery items, based on his observations and the evaluation criteria in [7].

The survey report is to contain a detailed description of the survey findings, including:

- ratings assigned to items listed in the Annex.
- copies of identification pages of certificates and documents checked during the survey.
- photographs showing the general condition of the ship and of the inspected equipment/systems. For each subsection of the Annex, when applicable, representative pictures of the best, worst and average conditions taken into consideration are to be provided.

### 11 FINAL ERA REPORT

On the basis of the survey report, a final ERA report is issued by Tasneef containing:

- an ERA Statement certifying the ship's environmental friendliness rating – Green Rating;
- an ERA survey report detailing ratings assigned to the inspected items;
- an ERA form containing representative photographs of the inspected items.

### 12 ERA STATEMENT VALIDITY

The Green Rating - ERA Statement gives a picture of the ship at the time of the ERA survey.

The Interested Party is responsible for maintaining the condition of the ship as per the ERA report and assigned Green Rating.

**Figure 2**

