

AGREEMENT OF

01 08 2025

BETWEEN

THE MINISTRY OF TRADE, INDUSTRY AND FISHERIES

AND

“RECOGNISED ORGANISATIONS”,

CONCERNING SURVEYS AND CERTIFICATION OF SHIPS
REGISTERED IN A NORWEGIAN SHIP REGISTER

1 Introduction

- 1.1 This Agreement, hereinafter referred to as “The Agreement”, is pursuant to section 41, second subsection, of the Ship Safety and Security Act of 16 February 2007 No. 9, hereinafter referred to as “the Ship Safety and Security Act”.
- 1.2 The agreement is in compliance with Regulation (EC) No 391/2009 of the European Parliament and of the Council of 23 April 2009 as amended, Directive 2009/15/EC of the European Parliament and of the Council of 23 April 2009 on common rules and standards for ship inspection and survey organisations as amended, and Regulation (EC) No 725/2004 of the European Parliament and of the Council of 31 March 2004 on enhancing ship and port facility security.
- 1.3 Further, the Agreement is in compliance with relevant paragraphs in IMO Resolution MSC.349(92) /MEPC.237(65) Code for Recognized Organizations as amended (RO Code).
- 1.4 The Agreement is agreed upon by "Recognised Organisation", hereinafter referred to as “RO”, and The Ministry of Trade, Industry and Fisheries, with respect to undertaking inspections and surveys of ships registered in a Norwegian ship register and the issuance of relevant certificates.
- 1.5 Irrespective of the Agreement, The Ministry of Trade, Industry and Fisheries and the Norwegian Maritime Authority, hereinafter referred to as the NMA, are responsible for the survey and certification of Norwegian registered ships and for other matters governing their seaworthiness pursuant to Norwegian legislation.

2 Purpose

- 2.1 The purpose of the Agreement is to delegate authority to undertake inspection, survey and certification services to the extent given in the Annexes to the Agreement. The authority

delegated by the Agreement includes the functions performed by [name of classification society] in its capacity as a Recognised Security Organisation (RSO). The purpose of the Agreement and its Annexes is also to define the scope, terms, conditions, requirements, and co-operation between RO and the NMA, relating to ships registered in a Norwegian ship register and Companies as set out in the Ship Safety and Security Act Section 4 (hereinafter referred to as "Companies").

3 General conditions

- 3.1 In order for RO to be considered for authorisation, or to maintain any authorisation issued, pursuant to the Agreement, the RO shall be recognised by the European Commission in accordance with Regulation (EC) No 391/2009 and at all times be in compliance with this regulation.
- 3.2 Statutory certification and services comprise the assessment of Norwegian registered ships and Companies in order to determine the compliance of such ships/companies with the applicable requirements of the international conventions, codes, national rules and regulations, circulars and instructions, hereinafter referred to as "applicable instruments", and the issuance of relevant certificates as set out in the Annexes hereto.
- 3.3 RO, its employees and others acting on behalf of the RO are obliged to follow the instructions issued by the NMA for execution of authority under the Agreement.
- 3.4 When RO is notified by port State authorities/owners/management company/agent/master of an accident or a port State intervention on a Norwegian registered ship for which RO has issued certificates, the matter shall be dealt with without delay.
- 3.5 Where the general condition of a ship, its equipment or manning in important respects is found not to be in accordance with the specifications of its certificates, or to be such that the ship is not fit for navigation without danger to the ship or those onboard or the marine environment, the RO surveyor concerned shall immediately make sure that the necessary measures are taken to rectify the defects. If such rectifying measures are not taken, the certificate involved shall be withdrawn.
- 3.6 Insofar as the certification services covered by the agreement are concerned, RO agrees to cooperate with port State authorities to facilitate the rectification of reported deficiencies when so requested and report to the NMA.
- 3.7 In the event that deficiencies or discrepancies prove to be beyond the scope of the general authorizations, cf. Annexes of the Agreement, further action by RO on behalf of NMA shall be defined in a special authorisation, cf. Annex V.
- 3.8 After receiving special authorisation from the NMA, RO shall undertake to carry out surveys etc. on Norwegian registered ships additional to the tasks that follow from general authorisation in the Annexes I to III in the Agreement. For details see Annex V.
- 3.9 Statutory services rendered and statutory certificates issued by RO in accordance with the Agreement shall be accepted as services rendered or certificates issued by the NMA provided that RO maintains compliance with the provisions of the Agreement.
- 3.10 RO shall endeavour to avoid undertaking activities which may result in a conflict of interest.

4 Interpretations, equivalents and exemptions

- 4.1 While interpretations of the applicable instruments, as well as the determination of equivalents or the acceptance of substitutes to the requirements of the applicable instruments are the prerogative of the NMA, RO shall cooperate in their establishment as necessary.

- 4.2 Request for exemptions from the requirements of the applicable instruments shall be submitted to the NMA for consideration and final decision via the head office or dedicated regional office of RO. Exemptions may only be granted by the NMA, but RO may be authorised to issue the Exemption Certificate. However, the NMA shall in all cases approve the first issue of the exemption certificates.
- 4.3 The unified interpretations and unified requirements of the International Association of Classification Societies (IACS) shall be accepted by the NMA, unless the NMA has instructed RO otherwise.
- 4.4 In instances where, temporarily, the requirements of an applicable instrument cannot be met under particular circumstances, RO shall specify such measures or supplementary equipment as may be available to permit the vessel to proceed to a suitable port where permanent repairs or rectification can be effected or replacement equipment fitted.

5 Information, cooperation and liaison

- 5.1 RO shall report to the NMA information as delineated in the Annexes to the Agreement, at such frequency as agreed between RO and the NMA.
- 5.2 On request, the NMA shall be granted access to all plans and documents including reports on surveys on the basis of which statutory certificates are issued or endorsed by RO, as delineated in the Annexes to the Agreement.
- 5.3 The NMA shall provide RO with all necessary documentation for the purpose of RO's provision of survey and certification services.
- 5.4 RO and the NMA undertake to hold regular liaison meetings, including meetings on a technical level when necessary, in order to discuss problems of mutual interest, and to cooperate in the development of new rules and regulations, and to exchange information on new designs and new equipment.
- 5.5 Regulations, rules, instructions, report forms and correspondence shall be written in the English language.
- 5.6 RO shall contact the NMA as early as practicable when considering development of new mandatory rules or amendments to existing mandatory rules affecting surveys and certification in accordance with the annexes to the Agreement. RO shall consider any recommendations for addition or amendments to its rules made by the NMA.
- 5.7 The NMA shall provide and grant RO access to applicable and relevant regulations and instructions.
- 5.8 RO shall submit to the NMA, or provide the NMA with access to RO's regulations. Further, when requested, RO shall assist the NMA or provide the NMA with documentation and resources as set out in Annex IV to the Agreement.
- 5.9 Class assignment by RO shall, to the extent this follows from the Ship Safety and Security Act and appurtenant regulations, normally be the basis for issuance of statutory certificates. All matters covered by the class assignment shall be subject to thorough control by RO, ensuring that all necessary safety requirements are complied with.
- 5.10 Compliance with the rules for assignment of class shall be documented in such a way that all relevant information can be presented to the NMA upon request. The NMA shall also be entitled to any other information possessed by RO in connection with the classification of the ship, being of relevance to the public safety control.

- 5.11 Employees of the NMA shall have access to all internal training programmes and courses related to classification and statutory services arranged by RO, at no cost to the NMA except for travel and accommodation costs.
- 5.12 The parties shall establish, exchange and maintain a communication matrix which identifies the functions authorized by the parties for executing the Agreement.

6 Supervision

- 6.1 The NMA is entitled to satisfy itself that RO effectively carries out its functions in accordance with the Agreement.
- 6.2 The NMA may at any time monitor the work of RO by audits, inspections, special surveys, vertical contract audits or other means.
- 6.3 The NMA may choose to cooperate with other Administrations or to recognise audits performed on RO by an independent audit group representing the interests of the NMA.
- 6.4 In order to assist the NMA in its supervision, RO undertakes to provide the NMA with information as per Annex IV to the agreement.
- 6.5 The NMA is entitled to report to the Efta Surveillance Authority (ESA), the Commission of the European Union and the Member States of the European Economic Area the outcome of the supervisory activities undertaken by the NMA, and to provide them with the performance record of RO and any other information considered necessary. The same information may be provided to all RO's recognised by the NMA. However, no information bound by confidentiality requirements of the Public Administration Act as per section 9 of the Agreement shall be forwarded.

7 Remuneration

- 7.1 Remuneration for statutory certification and services carried out by RO on behalf of the NMA shall be charged by RO directly to the party requesting such services.
- 7.2 RO is not entitled to remuneration for work carried out on behalf of the NMA, in circumstances where the same work is carried out for maintenance of classification and RO invoices its fees directly to its client.

8 Rules for administrative proceedings, pledge of secrecy etc.

- 8.1 The Act of 10 February 1967 relating to the Procedure in Cases concerning the Public Administration, the Public Administration Act, is applicable to the work carried out by RO on behalf of the NMA.
- 8.2 Appeals of individual decisions adopted pursuant to a general or special authorisation under the scope of the Agreement shall be lodged with the Ministry of Trade, Industry and Fisheries. Appeals shall be submitted to the Ministry through the NMA which may reverse the appealed decision or send the case to the Ministry with the NMAs comments.
- 8.3 For work carried out on behalf of the NMA, employees of RO are bound by the same pledge of secrecy as that of the NMA officials pursuant to the Public Administration Act and other relevant acts.

9 Surveyors

- 9.1 Statutory certification and services shall be carried out by ROs own surveyors, auditors and inspectors working exclusively for the RO, being persons solely employed by the RO, duly qualified, trained and authorized to execute all duties and activities incumbent upon their employer, within their level of work responsibility. However, if the RO in exceptional and duly justified cases finds that its own exclusive surveyor, inspector or auditor is not available, the RO shall inform the NMA, who may then nominate an exclusive surveyor of another RO.
- 9.2 RO may however, use service suppliers provided such suppliers and all services and functions performed by them relevant to the Agreement, are subject to the quality management system of the RO. These provisions apply to all suppliers of services being relevant to survey and certification in accordance with the Agreement.

10 Amendments

- 10.1 Amendments to the Agreement shall become effective only after consultation and written agreement between the Ministry of Trade, Fisheries and Industry and RO. Amendments of the Annexes shall become effective after consultation and written agreement between the NMA and RO.

11 Governing law and settlement of disputes

- 11.1 All disputes under the Agreement shall be decided in accordance with Norwegian law. Should a dispute arise in connection with the Agreement, the dispute shall be settled finally and binding for both parties by arbitration in Oslo in accordance with the Norwegian Act relating to arbitration of 14 May 2004 no 25. The arbitration shall be conducted in the English language.

12 Financial liability

- 12.1 If liability, arising out of any incident is finally and definitively imposed by a court of law or as part of the settlement of a dispute through arbitration procedures on the NMA, together with a requirement to compensate the injured parties for loss or damage to property or personal injury or death, which is proved in that court of law to have been caused by a wilful act or omission or gross negligence of RO, its bodies, employees, agents or others who act on behalf of the RO, the NMA shall be entitled to financial compensation from RO to the extent that the said loss, damage, injury or death is, as decided by that court, caused by RO.
- 12.2 If liability, arising out of any incident is finally and definitively imposed by a court of law or as part of the settlement of a dispute through arbitration procedures on the NMA, together with a requirement to compensate the injured parties for personal injury or death, which is proved in that court of law to have been caused by any negligent or reckless act or omission of RO, its employees, agents or others who act on behalf of RO, the NMA shall be entitled to financial compensation from RO to the extent that the said personal injury or death is, as decided by that court, caused by RO, up to but not exceeding an amount of 5.000.000 EURO.
- 12.3 If liability, arising out of any incident is finally and definitively imposed by a court of law or as part of the settlement of a dispute through arbitration procedures on the NMA, together with a requirement to compensate the injured parties for loss or damage to property, which is proved in

that court of law to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of RO, the NMA shall be entitled to financial compensation from RO, to the extent that the said loss or damage is, as decided by that court, caused by RO, up to but not exceeding an amount of 2.500.000 EURO.

- 12.4 Neither party shall be liable to the other for any special, indirect or consequential losses or damages resulting from or arising out of services performed under the Agreement, including without limitation loss of profit, loss of production, loss of contract, loss of use, business, interruption or any other special, indirect or consequential losses suffered or incurred by any party howsoever caused.
- 12.5 In the performance of inspection, survey and certification services hereunder, RO, its officers, employees and other acting on its behalf are entitled to all the protection of law and the same defences or counterclaims as would be available to the NMA and its own staff surveyors or employees if the latter had conducted the inspection, survey and certification services in question.
- 12.6 If the NMA is summoned or is expected to be summoned to answer for such liability as mentioned in section 12, RO shall be informed without undue delay. The NMA shall, for information purposes, send copies of all claims, documents and other relevant material to RO. RO shall be entitled to provide support or participate in the defence of such claim, if RO deems it necessary or appropriate. If the NMA fails to plead all appropriate available defensive measures, then RO shall not be required to indemnify the NMA in accordance with above.
- 12.7 While acting for the NMA under the Agreement, RO shall be free to create contracts directly with its clients and such contracts may contain RO's normal contractual conditions for limiting its legal liability. The NMA further permits RO to include its standard terms and conditions on all certificates, reports and other documents issued by RO pursuant to the Agreement.

13 Termination

- 13.1 The NMA is entitled to suspend or withdraw any authorisation issued to RO.
- 13.2 If the Agreement is breached by one of the parties, the other party shall notify the violating party of its breach in writing. The latter shall within 30 days inform the former about the steps it intends to take, and remedy the breach without undue delay, but within 90 days at the latest. Failing this, the notifying party has the right to terminate the Agreement immediately. If the Agreement is breached by the RO, the RO shall provide all relevant information on the relevant vessels to the NMA.
- 13.3 Either party may terminate the Agreement by giving the other party 12 months written notice.

14 Issue

14.1 The Agreement commences on 1 August 2025.

As from the same date the Agreement of 1 June 2002 between the Ministry of Trade and Industry and [name of classification society] concerning surveys of ships registered in a Norwegian ship register is repealed.

The Agreement is issued in two identical, signed copies, of which one is to be kept by the Ministry of Trade, Industry and Fisheries, and the other by RO. Each of these copies are to be considered as an original for any purpose.