Agreement Governing the Authorisation of [Recognised Organisation (RO)] to undertake Statutory Certification Services on behalf of the Danish Maritime Authority

4 May 2015
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The agreement is accompanied by one single annex specifying the scope of the authorisation and guidance notes for the RO.
This current agreement, which is to be referred to as the Danish RO Agreement 2015, is a minor update of the agreement from 2013 following the implementation of the RO Code.

**History of Danish RO Agreements**

The first "Class Agreement" between the original six authorised Recognised Organisations (ROs) and the Danish Maritime Authority (DMA) was issued in April 1996.

A new agreement was issued on 28 February 2001. The new agreement was based on the European Union’s Council Directive 94/57/EC. This agreement instituted a system of a "more permanent" legal agreement supplemented by a number of annexes of a technical nature.

A new set of annexes was issued on 25 February 2002 and the delegation was brought in line with the SOLAS amendments entering into force on 1 July 2002.

The first consolidated edition from 2002 contains the agreement of 28 February 2001 and the annexes valid from 1 March 2002.

The second consolidated edition from 2002 was a reprint with some minor changes to the text format.

The “2003 agreement”, referred to as the “Danish Class Agreement 2003” (DCA 2003), was a revision of the 2001 agreement and a rewriting of the 2002 annexes.

The Danish Class Agreement May 2005 (DCA 2005) included the original agreement issued on 27 September 2003 and revised annexes I and II, primarily because of the new MARPOL Annex VI, but also with the intention to improve the reporting scheme of the ROs to the DMA.

In addition, a new annex III including the Danish National Regulations (additions to SOLAS, MARPOL and Load Lines Conventions) was added.

The 2012 agreement was a revision triggered by the RO Directive 2009/15/EC and the RO Regulation (EC) 391/2009 and where the number of annexes was reduced to one, as additional information relevant to the RO is available on the DMA web-site (www.dma.dk) in the form of laws, regulations and/or DMA circulars.

The 2013 agreement was a minor revision of the agreement from 2012. The revision deleted paragraph 20 in the 2012 agreement concerning the requirement of having at least one Danish flagged ship in class.

**Publication**

The Danish RO Agreement will be made public in the following formats as supplements to the signed agreements between the DMA and the individual ROs:

- A read-only Microsoft Word document for inclusion in the RO IT systems (distributed only to ROs). This will have the individual RO name on it.
- A PDF-document on the DMA website, with all RO names and date of signature.

**Acknowledgments**

The creation of the present agreement has been possible only through the participation of many interested parties within the ROs and the DMA.

Danish Maritime Authority
4 May 2015
1. Introduction

1.1 This agreement is issued in accordance with section 22(1) of the Act on Safety at Sea (consolidated act no. 72 of 17 January 2014) and the Act on Tonnage Measurement of Ships, §4 (consolidated act no. 71 of 17 January 2014).

1.2 This agreement is issued in accordance with the Order on Technical Regulation No. 612 of 8 June 2010 on common rules and standards for ship inspection and survey organisations and for the relevant activities of maritime administrations and common rules and standards for ship inspection and survey organisations. (The Danish implementation of the RO Directive).

1.3 Further, this agreement is issued in accordance with the IMO Code for Recognized Organisations (RO Code).

1.4 Irrespective of this agreement, the Danish Ministry of Business and Growth and the DMA are responsible for survey, certification and other matters relating to the seaworthiness of Danish registered ships pursuant to Danish legislation.

1.5 In order for the RO to be considered for authorisation under the Danish flag and in order for the RO to maintain any authorisation issued by the DMA to the RO, the RO shall be recognised by the European Community in accordance with the RO Regulation and at all times be in compliance with this regulation.

2. Definitions

2.1 For the purpose of this agreement and all annexes or other documents pertaining thereto, the following acronyms & definitions shall apply:

a) ‘DMA’ means the Danish Maritime Authority.

b) ‘RO’ means a Recognised Organisation.


d) In the individual, signed agreement the term ‘RO’ shall be understood as the signatory RO/RSO.

e) ‘Company’ means a ‘company’ as defined in the ISM and ISPS Codes or a ‘shipowner’ as defined in the Maritime Labour Convention.

f) ‘Vessel’ means a ship, MODU or other structure as described in the Scope of Authorisation.


3. Purpose

3.1 The purpose of this agreement is to authorise the RO to perform survey and certification services to the extent given in the annex to this agreement. Furthermore, the purpose is to define the scope, terms, conditions, requirements and cooperation between the RO and the DMA.

4. General conditions

4.1 Statutory certification services comprise the assessment of vessels registered in Denmark, including new buildings and vessels flagging in to the Danish register, in order to determine the compliance of such vessels with the applicable requirements of the international conventions, codes and national regulations and interpretations, circulars, additional instructions and specific national regulations (hereinafter referred to as “applicable instruments”) and the issue of relevant certificates as well as the extension of the validity of the certificates and documents within the limits of the relevant instruments as set out in the annex to this agreement.

4.2 These statutory certification services also apply to companies which operate the above-mentioned vessels.

4.3 Statutory certification services may also comprise the assessment of structures, equipment, organisations or persons as permitted by Danish legislation and under the auspices of the DMA in order to determine the compliance of such with the applicable requirements of the international conventions, codes and national regulations and interpretations, circulars, additional instructions and specific national regulations (hereinafter referred to as "applicable instruments") and the issue of relevant certificates as well as the extension of the validity of the certificates and documents within the limits of the relevant instruments as set out in the annex to this agreement.

4.4 The RO, its employees and others acting on behalf of the RO shall be obliged to follow the instructions issued by the DMA for execution of authority under this agreement.

4.5 The RO shall ensure that all statutory certification and services are carried out under controlled conditions which shall include the availability to the surveyor, inspector or auditor of rules, regulations, work instructions, and other applicable standards, as necessary, including relevant Danish national rules and regulations.

4.6 Statutory services rendered and statutory certificates issued by ROs in accordance with this agreement shall be accepted as services rendered by or certificates issued by the DMA provided that the RO maintains compliance with the provisions of the agreement.

4.7 The RO shall endeavour to avoid undertaking activities which may result in a conflict of interest.

5. Governing law and settlement of disputes and local representation

5.1 The agreement shall be governed by and construed in accordance with Danish law. Any dispute arising in connection with this agreement which cannot be settled by
negotiations between the parties shall be settled finally by the Civil Court in Copenhagen.

5.2 The RO shall establish a local representation of a legal nature on the territory of the Kingdom of Denmark to ensure legal personality under Danish law and the competence of Danish national courts.

5.3 In the performance of statutory certification services hereunder, the RO, its officers, employees, agents or others acting on its behalf shall be entitled to all the protection of law and the same defences and/or counterclaims as would be available to the DMA and its own staff surveyors or employees if the latter had conducted the statutory certification services in question.

6. Liability

6.1 If liability arising out of any marine casualty is finally and definitely imposed on the Danish Government by a court of law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for loss of 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 the RO, its bodies, employees, agents or others who act on behalf of the RO, the DMA shall be entitled to financial compensation from the RO to the extent that the said loss, damage, injury or death was, as decided by that court, caused by the RO.

6.2 If liability arising out of any marine casualty is finally and definitely imposed on the Danish Government by a court of law or as part of the settlement of a dispute through arbitration procedures, 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 the RO, its employees, agents or others who act on behalf of the RO, the DMA shall be entitled to financial compensation from the RO to the extent that the said personal injury or death was, as decided by that court, caused by the RO, up to but not exceeding an amount of € 5,000,000.-.

6.3 If liability arising out of any marine casualty is finally and definitely imposed on the Danish Government by a court of law or as part of the settlement of a dispute through arbitration procedures, together with a requirement to compensate the injured parties for loss of 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 the RO, the DMA shall be entitled to financial compensation from the RO to the extent that the said personal injury or death was, as decided by that court, caused by the RO, up to but not exceeding an amount of € 2,500,000.-.

6.4 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 this 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.

6.5 If the RO or the DMA is summoned or is expected to be summoned to answer for such liability as mentioned above in this article, the other party shall be informed without undue delay.

6.6 The DMA shall, for information purposes, send all claims, documents and other relevant material to the RO. The RO shall be entitled to provide support and/or participate in the defence of such
claim if the RO deems it necessary or appropriate.

6.7 If the DMA fails to plead all appropriate, available defensive measures, the RO shall not be required to indemnify the DMA in accordance with clauses 6.1, 6.2 and 6.3 above.

6.8 The DMA shall not enter into any commitment or agreement within the framework of this agreement which involves acceptance of such liability as mentioned in clauses 6.1, 6.2 and 6.3 above without the prior written consent of the RO.

6.9 While acting on behalf of the DMA under this agreement, the RO shall be free to create contracts directly with its clients and such contracts may contain the RO's normal contractual conditions for limiting its legal liability.

6.10 For the avoidance of doubt, nothing contained herein shall create or is intended to create any new cause of action in favour of the DMA or third parties.

7. **Suspension, withdrawal or termination of authorisation**

7.1 The DMA shall be entitled to suspend or withdraw any single authorisation given to an RO but shall give substantiated reasons therefore, with reference to article 8 of the RO Directive.

7.2 If this 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 which the notifying party has the right to terminate the agreement immediately.

7.3 Either party may terminate this agreement by giving the other party 12 months’ written notice.

7.4 The scope of authorisation may be changed or even fully withdrawn by the DMA at short notice for government policy reasons and without prejudice to the quality of or other performance of the RO.

7.5 If an authorisation is suspended or withdrawn or the whole authorisation of an RO is terminated, the relevant certificates issued by the RO shall remain valid until the end of the survey window for the first due survey, unless otherwise decided by the DMA.

8. **Confidentiality**

8.1 When acting on behalf of the DMA, the RO, its bodies, employees, agents or others who act on behalf of the RO shall be subject to the following rules of Danish law on confidentiality & disclosure for the Danish public service, as amended and as interpreted by the “Parliamentary Commissioner for Civil and Military Administration in Denmark”:

a) The Danish public administration act (“Forvaltningsloven”, consolidated act no. 433 of 22 April 2014).

b) The Danish access to public administration documents act (“Offentlighedsloven”, consolidated act no. 606 of 12 June 2013).

c) The Danish act on processing of personal data (“Persondataloven”, consolidated act no. 429 of 31 May 2000).

8.2 Such obligation shall continue in full force and effect during the term of and after the termination of this agreement provided that the following shall not be subject to such restrictions:

a) Any information which was in the possession of the RO prior to its disclosure to the RO by the DMA; or
b) any information which is or lawfully becomes part of the public domain; or

c) any information which shall otherwise lawfully become available to the RO from a source independent of the DMA; or

d) any information which the RO is obliged to make available to third parties on the basis of general legal requirements, EU legislation, international conventions, applicable legislation, court order or legal proceedings, etc. as well as to international public databases, e.g. the Paris MoU database or Equasis.

8.3 Unless provided otherwise, the DMA agrees to maintain as confidential and not to disclose to any third party any information derived from the RO in connection with the control functions exercised by the DMA in accordance with the terms of this agreement.

9. Remuneration

9.1 Remuneration for services carried out by the RO on behalf of the DMA shall be charged by the RO directly to the party requesting such services.

9.2 The DMA and RO do not invoice each other for any costs or financial burden caused by this agreement.

9.3 The DMA may, by separate agreement with the RO, invoice the RO for DMA services delivered to a third party. The RO may invoice the third party as appropriate for such costs.

10. General working conditions

10.1 When the RO is notified in any way (e.g. by port State authorities/owners/management company/agent/master/crew member, etc.) of an accident or a port State intervention on a Danish registered ship for which the RO has issued the relevant certificate, the matter shall be dealt with without delay.

10.2 Insofar as the certification services covered by this agreement are concerned, the RO agrees to cooperate with port States to facilitate the rectification of reported deficiencies when so requested and report to the DMA, cf. SOLAS, chapter I, regulation 6 (b) (ii), and the “RO Regulation”, article 10.3.

10.3 Where the condition of a ship or company, its equipment, manning or operation in important respects is found not to be in accordance with the specifications of the relevant certificates, or to be such that the ship is not fit for navigation without danger to the ship or those on board or the marine environment or to third parties or represent significant deviations from the standards required in international conventions and rules, national laws, rules and regulations, the RO shall immediately make sure that the necessary corrective actions are taken to rectify the defects. This obligation applies regardless of how such faults or defects are discovered.

10.4 If such corrective actions are not taken, the relevant certificates shall be cancelled/withdrawn by the RO. The company and the DMA shall be notified immediately. If the ship is in a port outside Denmark, the appropriate authorities of the port State shall also be notified immediately.

10.5 In the event that deficiencies or discrepancies prove to be beyond the scope of the general authorisations, cf. the annex to this agreement, further action by the RO on behalf of the DMA shall be defined by a special authorisation.

10.6 If a ship’s class certificate is suspended, cancelled or withdrawn for other reasons than transfer of class carried out in ac-

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1 The cancelation/withdrawal of an ISM Document of Compliance (DOC) requires special provisions; refer to the annex to this agreement.
cordance with the requirements of the RO Regulation, the RO shall also suspend, cancel or withdraw all statutory certificates issued by the RO to the ship. The company and the DMA shall be notified immediately. If the ship is in a port outside Denmark, the appropriate authorities of the port State shall also be notified immediately.

10.7 The RO shall consult the DMA to determine whether a full inspection is necessary before issuing any statutory certificates to a ship where the class certificate has been suspended or withdrawn for other reasons than transfer of class carried out in accordance with the requirements of the RO Regulation.

10.8 Additionally, the RO shall consult the DMA to determine whether a full inspection is necessary before issuing any statutory certificates to a ship which, for any reason, is changing its class.

11. DMA’s right to carry out any survey

11.1 The DMA may at any time carry out any statutory survey and/or certification as defined in Danish legislation.

11.2 Especially, the DMA may decide to take back the ISM and/or ISPS verification and certification of individual ships and/or companies without prior warning to the RO and without any prejudice to the RO authorisations.

11.3 In such case, the DMA may charge fees to the ship and/or company regardless of any charges requested by the RO.

12. Interpretations and equivalents

12.1 The RO shall decide on interpretations and equivalents within the framework of the agreement and according to the following hierarchy of rules and guidance:

a) Danish law.

b) Orders, regulations, interpretations and circulars, etc. issued by the DMA.

c) Regulations, interpretations and other communications issued by the European Community.

d) Resolutions, circulars and other statutory documents issued by the IMO.

e) Procedures, regulations and interpretations issued by the entity referred to in article 11 of the RO Regulation (QACE).

f) Procedures, regulations and interpretations issued by IACS.

12.2 If no rules or guidance is available for RO decisions on interpretations and equivalents according to the hierarchy mentioned in section 12.1, the RO shall make a motivated proposal to the DMA for final decision.

12.3 For fishing vessels and passenger ships in national trade, all interpretations and equivalents shall, based on the RO motivated proposal, be approved by the DMA in order to ensure the proper notification of the EU Commission.

12.4 Final interpretations of the applicable instruments as well as the final determination of equivalents or the final acceptance of substitutes to the requirements of the applicable instruments remain the prerogative of the DMA. The RO shall cooperate in their establishment as necessary.

13. Exemptions

13.1 Before the first issue of any exemptions from the requirements stipulated in any of the mentioned conventions or instruments, the RO shall, based on a motivat-
ed application from the RO, obtain approval from the DMA.

13.2 Any survey and certification related thereto shall normally be carried out by the RO unless the DMA instructs the RO otherwise.

13.3 Renewal survey and endorsement or reissue of exemption certificates shall be carried out by the RO.

14. Complaints and appeals

14.1 The RO shall forward relevant complaints, appeals, requests for interpretations, equivalents and other questions made by the RO client concerning the workings of this agreement to the DMA for final resolution.

14.2 Decisions made by the DMA cannot be appealed to any higher administrative authorities.

14.3 Complaints lodged with the DMA concerning the actions of the RO shall be considered by the DMA as part of the DMA supervision of the RO. The RO shall have the possibility of presenting its views as part of this process.

15. Temporary remedies/mitigating actions

15.1 In instances where, temporarily, the requirements of an applicable instrument cannot be met under particular circumstances, the RO shall decide on 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 effectuated or replacement equipment fitted.

15.2 The RO shall furnish the vessel with a short term certificate relevant to the action taken and suspend the corresponding full term certificate.

15.3 An email, describing the reason for the requirements of an applicable instrument cannot be met, the measures or supplementary equipment specified and the time limit for permanent repairs or rectification, shall without undue delay be forwarded to the DMA for information.

16. Information and liaison

16.1 The RO and the DMA, recognising the importance of technical liaison, agree to co-operate toward this end and maintain an effective dialogue.

16.2 The RO shall invite the DMA to participate in relevant technical committees, etc. in order to permit the DMA to participate in the development of the rules and procedures.

16.3 The DMA shall provide the RO with access to all appropriate instruments of national law giving effect to the provisions of the conventions, notify the RO of any additions, deletions or revisions thereto in advance of their effective date and specify whether the Danish standards go beyond convention requirements in any respect.

17. RO reporting requirements

17.1 The RO shall report to the DMA information pertaining to services performed pursuant to this agreement. To this end the RO shall:

a) Provide the DMA with electronic access to all rules, interpretations, instructions and procedures relevant to the DMA in respect of work carried out by the RO in accordance with this agreement.

b) Provide the DMA with direct electronic access to the status of all statutory surveys and certificates for all Danish ships classed and companies certified by the RO.

c) Provide the DMA with direct electronic access to the statutory certificates and pertaining reports.
d) Upon request, provide the DMA with access to forms, reports, checklists and instructions that the RO surveyors use when conducting surveys on the Danish ships in question according to the annex to the agreement.

e) Upon request, grant the DMA access to all plans and documents, including reports on surveys on the basis of which certificates are issued or endorsed by the RO.

f) All documentation relevant for work carried out on behalf of the DMA shall be written in the English language.

g) Provide the DMA with an annual report on the certification and other services provided to Danish ships, as described in a DMA circular on RO reporting requirements.

17.2 Hardcopies of statutory certificates shall not be sent to the DMA unless requested by the DMA.

17.3 Upon request the DMA may require the RO to forward other relevant information.

18. Way of communication

18.1 The primary way of communication between the DMA and the RO shall be through the RO main representation in Denmark, unless otherwise agreed between the DMA and the RO.

18.2 The RO shall provide an official e-mail address and phone number for the purpose of this communication.

18.3 The RO shall, for use in case of accidents or other incidents involving ships or MODUs under Danish flag, provide the DMA with a point of contact (contact by phone and e-mail) that is responsive all year, 24 hours a day. The DMA shall provide equivalent contact details to the RO.

18.4 For practical purposes, correspondence concerning new building projects, ships in service, specific ships or MODUs may be solely between the DMA and the RO’s main representation in Denmark or any other part of the RO organisation by agreement with the DMA.

19. Monitoring of the RO

19.1 The DMA shall be entitled to satisfy itself that the RO effectively carries out its functions in accordance with this agreement, the RO Directive, the RO Regulation and the ISPS Regulation.

19.2 The DMA may at any time monitor the work of the RO by audits, inspections, special surveys, vertical contract audits or other means.

19.3 The DMA may choose to cooperate with other Administrations or other relevant bodies or entities.

19.4 The DMA may report to the Commission of the European Union and the Member States of the European Union on the Danish monitoring of the RO.

19.5 Any individual report on the monitoring of an RO shall be forwarded to the RO in question. If the RO comments on the report without undue delay, the DMA shall take the comments into serious consideration prior to the submission of the annual report to the Commission and the Member States.

20. Mutual recognition

20.1 The DMA only accepts mutual recognition of certificates issued by an RO that is a signatory to this agreement.

21. Surveyors

21.1 Survey and certification services shall be carried out by surveyors and auditors working exclusively for the RO, being solely employed by the RO, or by affiliate and subsidiary companies or entities
within the RO group of companies, duly qualified, trained and authorized to execute all duties and activities incumbent upon them, 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 consult the DMA who may then nominate an exclusive surveyor, inspector or auditor of another RO authorised by the DMA.

21.2 The RO may also utilise the services of subcontractors and other support service providers in accordance with the relevant provisions of IMO Assembly Resolution A.789(19), provided that such subcontractors and suppliers of support services and all services and functions performed by them are approved by the RO or another RO in accordance with IACS UR Z17, as amended.

22. Amendments

22.1 Amendments to this agreement shall become effective only after consultation and written agreement between the DMA and the RO.

22.2 Amendments to any annexes to this agreement shall become effective 30 days after issuance or by agreement.
This Agreement Governing the Authorization of the Recognised Organisation to undertake Statutory Certification Services between the Danish Maritime Authority and [Recognised organisation].

Enters into force on the date of signature by [the RO] and supersedes all previous agreements.

IN WITNESS WHEREOF the undersigned, duly authorised, have on the 4th of May 2015 signed this Agreement.

Christian Breinholt  
Deputy Director-General  
Danish Maritime Authority

WITNESS WHEREOF the undersigned, duly authorised, have signed this Agreement

1. For American Bureau of Shipping (ABS) on the 20th of May 2015 by Mr. Christopher J. Wiernicki, Chairman & Chief Executive Officer, American Bureau of Shipping.

2. For Bureau Veritas (BV) on the 11th of May 2015 by Mr. Philippe Donche-Gay, Executive Vice President, marine and Offshore Division, Bureau Veritas.

3. For China Classification Society (CCS) on the 28th of May 2015 by Mr. Sun Licheng, Chairman & President, China Classification Society.

4. For DNV GL AS on the 11th of May 2015 by Mr. Torsten Schramm, President Maritime, DNV GL AS.

5. For Korean Register (KR) on the 26th of May 2015 by Mr. Bum Shik Park, Chairman &CEO, Korean Register.

6. For Lloyd’s Register Group Limited (LR) on the 10th of February 2014 by Mr. Tim Kent. Technical Director Marine, Lloyd’s Register Group Limited

7. For Nippon Kaiji Kyokai General Incorporated Foundation (ClassNK) on the 18th of June 2015 by Mr. Takuya Yoneya, Executive Vice President, Nippon Kaiji Kyokai General Incorporated Foundation.

8. For Polski Rejestr Stratków S.A. (PRS) on the 11th of May 2015 by Mr. Dariusz Rudzinski, President of PRS Management Board and Grzegorz Pettke, Member of PRS Management Board.

9. For RINA Services S.P.A. on the 8th of June 2015 by Mr. Paolo Salza, Chief Technical Officer, Regulatory Affairs, RINA Services SpA.