

**AGREEMENT GOVERNING THE DELEGATION OF STATUTORY SURVEYS,  
INSPECTIONS AND CERTIFICATION SERVICES FOR GEORGIAN SHIPS  
(operating in the internal waters of Georgia within 12 nautical mile)**

**Between**

**THE GOVERNMENT OF GEORGIA REPRESENTED BY THE DIRECTOR OF  
THE MARITIME TRANSPORT AGENCY (LEPL) and the  
BLACK SEA SHIPPING REGISTER**

This Agreement is made in compliance with the provisions of the Maritime Code of Georgia, Chapter II<sup>1</sup>, in regards providing the rules and standards for the operation, recognition and authorization of inspection and survey organizations of Georgian ships operating in the territorial waters of Georgia within 12 nautical mile between the Government of Georgia represented by the director of the Maritime Transport Agency (LEPL) Aleksi Akhvlediani, hereinafter referred to as “the Competent Authority” and BLACK SEA SHIPPING REGISTER having its registered offices 108, Lermontova str., Batumi, Georgia and legally represented in by Director Anzor Didmanidze, hereinafter referred to as the RO and covers the performance of statutory surveys carried out in accordance with the legislation in force for ships flying the Georgian flag operating in the territorial waters of Georgia within 12 nautical mile and the issuance or revalidation of the relevant certificates.

**1. Purpose**

1.1 The purpose of this Agreement is to delegate authority to the RO to perform Statutory Surveys, Inspections, Audits and Certification Services and to define the framework, scope, terms, conditions and requirements of that delegation for the Georgian ships operating in the territorial waters of Georgia within 12 nautical miles.

**2. Definitions**

2.1 “Competent Authority” for the implementation of the provisions of this Agreement is the Maritime Transport Agency (LEPL) who acts through public officers who are generally or specifically authorised.

2.2 “Applicable instruments” are the International Conventions, Codes and Georgian National Legislation mentioned in Appendix 3 hereto. Also any instructions, interpretations, decisions, equivalent arrangements and any other rules issued by the Maritime Transport Agency (LEPL), which aim at the full and effective implementation and the continuous compliance of registered Georgian ships operating in the territorial waters of Georgia within 12 nautical miles with the maritime legislation applicable.

2.3 “Ships” for the purpose of this Agreement are the ships operating in the territorial waters of Georgia within 12 nautical mile.

2.4 “Agreement” means the present Agreement.

### **3. General Conditions**

3.1 RO 's authorized by the Competent Authority shall periodically evaluate maintaining equivalence of their technical standards and the implementation thereof.

3.2 Statutory certification services hereinafter referred to, comprise all assessments of registered Georgian ships to determine their compliance with the applicable instruments and the issue of relevant certificates as set out in Appendix 1 hereto.

3.3 In so far as the certification services covered by this Agreement are concerned, the RO agrees to co-operate with port State control officers to facilitate the rectification of reported deficiencies, when so requested, and carry out any other inspections on behalf of the Competent Authority in accordance with standing instructions and as may be specifically requested. All reports on these shall be forwarded without delay to the Competent Authority.

3.4 Statutory services rendered and statutory certificates issued by the RO will be accepted as services rendered by or certificates issued by the Competent Authority provided that the RO maintains compliance with the applicable instruments, in particular the provisions of Maritime Code of Georgia and this Agreement.

3.5 The RO shall ensure that no conflict of interest will arise between its obligations under this Agreement and those arising from other commercial activities it may be engaged in. Specifically, that control of its activities will not be governed by ship owners, ship operators, shipbuilders or other commercial organisations associated with the repair, construction or operation of ships.

### **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 Competent Authority, the RO may use his professional judgment to interpret technical requirements of the international instruments and accept equivalents within the limits of these instruments and in accordance with the RO's technical standards, subject to keeping the Competent Authority informed at all times which should provide its confirmation or not.

4.2 All exemptions from the requirements of the applicable instruments must be approved by the Competent Authority prior to issuance.

4.3 In instances where, temporarily, the requirements of an applicable instrument cannot be met, an RO surveyor may specify such measures or supplementary equipment as may be available, to permit the vessel to proceed to a suitable port where permanent repairs or rectifications can be effected or replacement equipment fitted, be approved by the Competent Authority prior to issuance as well.

## **5. Information and Liaison**

5.1 The RO will report to the Competent Authority such information and at such frequency as agreed between the RO and the Competent Authority, as specified in Appendix 2 to this Agreement.

5.2 The Competent Authority shall be granted access to all plans and documents including reports on surveys and audits, based on which certificates are issued or endorsed by the RO on behalf of the Competent Authority. This includes remote access to any computer records of the above.

5.3 The Competent Authority will provide the RO with all documentation (including relevant legislation, instructions, notices, and letters) that it considers necessary for the purpose of RO's provision of statutory certification services. These may be in a paper or electronic format.

5.4 The RO and the Competent Authority, recognizing the importance of technical cooperation, agree to co-operate toward this end and maintain an effective dialogue. The Competent Authority will inform the RO when it issues or amends, regulations, rules, instructions and circulars relevant to Georgian ships, related to the authorizations granted. The RO will inform the Competent Authority when it issues or amends its regulations, rules or relevant instructions and will provide the Competent Authority with copies in either paper or electronic format.

5.5 Regulations, rules, instructions and report forms relevant to Georgian ships shall be written in the Georgian or English language.

5.6 The RO agrees to provide the Competent Authority with electronic access to any databases it maintains on Georgian ships operating in the territorial waters of Georgia within 12 nautical miles. Access shall enable the Competent Authority to view the survey status, recommendations or conditions issued reports of statutory and class surveys, audit reports and any repair or remedial action taken in respect of defective items or areas found during survey.

## **6. Supervision**

6.1 In accordance with the Maritime Code of Georgia the Competent Authority will periodically monitor the work delegated to the RO under this Agreement and satisfy itself that the RO's quality system. The RO also undertakes to make available to the Competent Authority the results of other audits of the quality system carried out by independent bodies for the issue or maintenance of quality certification.

6.2 The RO undertakes to give the audit team of the Competent Authority access to the documentation system, including computer systems employed by the RO, such as will enable the surveys carried out or any recommendations made to be followed up. The RO agrees to make available on request any additional classification information concerning the ships covered by the authorization. When conducting an audit of the RO the Competent Authority may be required to undertake a confidentiality / non-disclosure Agreement and based on the Georgian legislation, in circumstances where proprietary information of the RO or its clients cannot be effectively separated from information within the preview of the Competent Authority during such auditing.

6.3 In place of audits described in paragraph 6.1 the Competent Authority may choose to recognize audits performed on the RO by an independent audit group effectively representing the interests of the Competent Authority.

6.4 The RO undertakes Obligation to submit to the Competent Authority instructions, rules, internal circulars and guidelines as well as other information showing that the delegated functions are being carried out in accordance with the rules and regulations in force, and also to permit the Competent Authority to participate in its rule making processes.

6.5 The Competent Authority shall satisfy itself that the functions delegated to the RO are effectively being carried out by performing random inspections of Georgian ships operating in the territorial waters of Georgia within 12 nautical miles in order to control the ships of its fleet, and to review the work of the RO. Any observations, recommendations or deficiencies will be listed and copied to the master and the RO.

6.6 The frequency and extent of audit of the RO by the Competent Authority will be agreed between the Competent Authority and the RO. In no case will the time period between consecutive audits exceed two years.

## **7. Other Conditions**

### **7.1 Remuneration**

Remuneration for statutory inspections, audits and certification services carried out by the RO on behalf of the Competent Authority will be charged by the RO directly to the party requesting such services and which is responsible for the management or operation of the ship.

### **7.2 Confidentiality**

In so far as activities related to this Agreement are concerned, both the RO and the Competent Authority shall be bound by a confidentiality provision to be agreed between them, subject to the provisions of the Georgian Legislation in force and the provisions of paragraph 6.2 with regard to the distribution of audit findings.

### 7.3 Surveyors

Surveys in accordance with the authorizations given in Appendix 1 shall be carried out only by surveyors working for the RO. whilst remaining responsible for the certification on behalf of the Competent Authority, the RO may subcontract radio surveys to a professional radio installation inspection service company recognised by the RO. The RO undertakes obligation must submit all relevant information's related activities of the subcontractor company and radio surveys competencies.

### 7.4 Amendments

Amendments to this Agreement and its Appendixes of the Agreements in force at the time being will become effective after consultation and written Agreement between the Competent Authority and the RO. Any amendments to Appendixes 1 to 3 of the present Agreement shall be agreed upon by an exchange of letters between the Competent Authority and the RO. The amendments shall be construed as forming part of the Agreement with effect from either the date of a letter from the RO notifying acceptance of the proposed amendments, or from a date prescribed in the amendments.

### 7.5 Governing Law and Settlement of Disputes

1. The Agreement shall be governed by and construed in accordance with Georgian Law. Any dispute arising in connection with this Agreement which cannot be settled by private negotiation between the parties shall be settled finally in Georgian Courts.

2. In the performance of statutory certification services hereunder, the RO, its officers, employees and any other acting on its behalf, are entitled to the full protection of the law and the same defences and/or counter claims as would be available to the Competent Authority and its own staff surveyors or employees, if the latter had conducted the statutory certification services in question.

### 7.6 Termination

1. If this Agreement is breached by the RO, the Competent Authority shall notify the RO in writing, to allow it the opportunity to remedy the breach within a time limit of 30 calendar days, failing which the Competent Authority has the right to terminate the Agreement immediately withdrawing authorisation for the RO to undertake further statutory duties on its behalf.

2. If the Competent Authority for any reason referred in the Maritime Code of Georgia, withdraws the recognition of the RO, then the present Agreement will be terminated from the date of the withdrawal.

3. This Agreement may be terminated by either party by giving the other party 3 months' written notice.



4. This Agreement commences on 19/09/2024.

IN WITNESS THEREOF the undersigned, duly authorized by the parties, have on the 19/09/2024 signed, this Agreement, in English language.

**For BLACK SEA SHIPPING REGISTER**

Address: 108, Lermontova Str, Batumi, Georgia  
Tel: +995574485648  
E-mail: [info@bssr.ge](mailto:info@bssr.ge)  
Director – Anzor Didmanidze

Date



**LEPL "Maritime Transport Agency"  
Ministry of Economy and Sustainable Development of Georgia**

Address: 50 Baku Str. Batumi, 6000, Georgia  
Tel: +995 (422) 274925 / 1111 /1115  
E-mail: [info@mta.gov.ge](mailto:info@mta.gov.ge) , [fsi@mta.gov.ge](mailto:fsi@mta.gov.ge)

On Behalf of Agency Director – Aleksi Akhvlediani

Date



Appendix 1  
TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY  
SURVEYS, INSPECTIONS AND CERTIFICATION SERVICES FOR GEORGIAN  
SHIPS (operating in the internal waters of Georgia within 12 nautical mile)

Between  
THE GOVERNMENT OF GEORGIA REPRESENTED BY THE DIRECTOR OF THE  
MARITIME TRANSPORT AGENCY (LEPL) and  
BLACK SEA SHIPPING REGISTER

DEGREE OF AUTHORIZATION

1. The RO is authorized to carry out statutory surveys, inspections, audits and certification services on behalf of the Competent Authority in respect of registered Georgian ships operating in the territorial waters of Georgia within 12 nautical miles, in accordance with the following table. Any subsequent additions or amendments to this table shall be effected by an exchange of letters between the Competent Authority and the RO.
2. The RO is authorized to perform: plan approvals (including approvals of drawings, specifications, procedures and manuals required by the Competent Authority).
3. The RO is authorised to issue certificates listed below.
4. All extensions of a certificate require the approval of the Competent Authority. The RO agrees that where a request is received in respect of this, it will in the first instance be forwarded to the Competent Authority for agreement.
5. In relation to the areas covered by this Agreement, the RO, its employees and others acting on behalf of the RO, are authorized to issue recommendations and take such other action as is necessary to ensure that items subject to survey and inspection correspond substantially with the particulars of the ship's certification. Also these items are to fully comply with the requirements of applicable Georgian legislation.
6. The Competent Authority, irrespective of preceding provisions, maintains the right if sufficient reason exists, to withdraw, cancel or alter any certificate, document or approval issued by the RO in accordance with this Agreement. The Competent Authority will inform the RO without delay the reasons for this action.



## AUTHORIZATIONS TABLE

1. Report on Classification
2. Vessel Seaworthiness Certificate
3. Vessel Class Certificate
4. Load Line Certificate
5. Tonnage Certificate
6. Other statutory Certificates if applicable for ships

Additionally

All the related to Statutory Certificates Records of Ships Equipment and other Supplements and reports.

Appendix 2

TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY  
SURVEYS, INSPECTIONS AND CERTIFICATION SERVICES FOR GEORGIAN  
SHIPS (operating in the territorial waters of Georgia within 12 nautical mile)

Between

THE GOVERNMENT OF GEORGIA REPRESENTED BY THE DIRECTOR OF THE  
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REPORTING ARRANGEMENTS TO THE COMPETENT AUTHORITY

The RO agrees to report to the Competent Authority information pertaining to services performed pursuant to this Agreement as follows:

1. The RO shall keep the Competent Authority informed of the work being carried out in accordance with the authorization granted, and in accordance with notices and circulars as required by the competent authority
2. The RO is to advise the Competent Authority promptly, in writing, when the RO suspends, withdraws, cancels, or alters either the classification status, or the operational limitations of its classification or statutory certificates of Georgian Ships operating in the territorial waters of Georgia within 12 nautical mile
3. RO shall promptly inform the Competent Authority when a Georgian ship is found to be in operation with serious deficiencies.
4. The RO shall, as soon as possible after completing the initial survey, audit or inspection within the scope delegated under Appendix 1, send the Competent Authority confirmation to the effect that the ship complies with the relevant requirements. Also that all reports on the surveys and audits undertaken have been received, checked and filed. In all cases, when the RO issues or renews certificates which are authorized to issue, copies of them shall be sent to the Competent Authority.
5. The RO shall notify the owner in writing:
  - Immediately, when certificates have expired and no arrangements for resurvey undertaken.
  - When recommendations which do not affect the validity of an international certificate are overdue.If the above discrepancies are not rectified within an appropriate period, the RO shall submit a copy of the notice to the Competent Authority together with a report explaining subsequent action.
6. Whenever a request for classification of a ship that will be or has been registered in Georgia is received and the Ship operating in the territorial waters of Georgia within 12 nautical miles the RO shall immediately inform the Competent Authority.
7. The RO will inform the Competent Authority immediately, by the most effective means when a statutory certificate is amended, withheld or withdrawn together with the reasons for this withholding or withdrawal.

Appendix 3

TO THE AGREEMENT GOVERNING THE DELEGATION OF STATUTORY  
SURVEYS, INSPECTIONS AND CERTIFICATION SERVICES FOR GEORGIAN  
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APPLICABLE INSTRUMENTS AND NOTICES

A. Maritime Code of Georgia

B. RELEVANT CURRENT NOTICES AND CIRCULARS, which for the time of signature of present agreement may is not issued but it is intended by the Competent Authority to be issued in the future will be subject of exchanging letters between the Competent Authority and the RO.

Any subsequent additions to the above table shall be effected by an exchange of letters between the Competent Authority and the RO.