

**AGREEMENT
GOVERNING THE DELEGATION OF STATUTORY
CERTIFICATION SERVICES FOR SHIPS REGISTERED
IN FINLAND
between
THE FINNISH TRANSPORT SAFETY AGENCY
and
RO**

1 GENERAL

- 1.1. This Agreement is concluded between the RO, hereinafter referred to as "the RO", and THE FINNISH TRANSPORT SAFETY AGENCY, hereinafter referred to as "Trafi", and covers the performance of marine statutory surveys and the issuance of the relevant certificates.
- 1.2. This Agreement is concluded by virtue of section 124 of the Constitution of Finland, Chapter 5 and 6 of the Act on the Technical Safety and Safe Operation of Ships (1686/2009), Chapter 3 of the Act on Ships' Crews and the Safety Management of Ships (1687/2009), Chapter 2 and 4 and 5 and 6 and 7 and 7a of the Act on Environmental Protection in Maritime Transport (1672/2009) and Chapter 3a of the Pressure Equipment Act (869/1999) of Finland.
- 1.3. The Act on the Technical Safety and Safe Operation of Ships (1686/2009) includes legal provisions implementing Directive 2009/15/EC as amended on common rules and standards for ship inspection and survey organisations and for the relevant activities of maritime administrations.
- 1.4. This Agreement is governed by the Act on the Technical Safety and Safe Operation of Ships (1686/2009), Regulation (EC) No 391/2009 as amended on common rules and standards for ship inspection and survey organisations and the Guidelines for the authorization of organisations acting on behalf of the Administration and the Resolution MSC.349(92) Code for Recognized Organisations (RO Code) as amended.
- 1.5. When carrying out the public administrative tasks referred to in this Agreement, the RO shall comply with the provisions of the Act on the Openness of Government Activities (621/1999), the Act on Electronic Services and Communication in the Public Sector (13/2003), the Administrative Procedure Act (434/2003), the Tort Liability Act (412/1974), and the Language Act (423/2003).

2 PURPOSE

- 2.1 The purpose of this Agreement is to delegate authority to the RO to perform statutory surveys and certification of vessels flying the Finnish flag and classed by the RO on behalf of Trafi, to the extent specified in Appendix 1 to this Agreement.
- 2.2 The purpose of this Agreement is also to define the scope, terms, conditions, requirements and co-operation between the RO and Trafi with respect to the delegation of authority.

3 STATUTORY SERVICES

- 3.1 Statutory certification services comprise the assessment of vessels flying the Finnish flag in order to determine their compliance with the applicable requirements of the international conventions and codes, EU legal provisions and national legal provisions, specific national regulations and additional instructions (hereinafter referred to as "applicable instruments") and the issue of relevant certificates, documents or endorsement of certificates, within the limits of the applicable instruments as set out in Appendix 1 to this Agreement.
- 3.2 Statutory services rendered and statutory certificates issued by the RO in accordance with this Agreement will be accepted as services rendered or certificates issued by Trafi provided that the RO maintains compliance with the provisions referred to in clauses 1.2, 1.3, 1.4, 1.5 and 4.1.
- 3.3 Deviation from Appendix 1 to this Agreement will be dealt with, as mutually agreed in writing, on a case-by-case basis.

4 GENERAL CONDITIONS

- 4.1 The RO shall comply with the requirements of Regulation (EC) No 391/2009 as amended.
- 4.2 The RO, its employees and others acting on behalf of the RO are obliged to follow the instructions issued by Trafi for execution of authority under this Agreement.
- 4.3 The RO shall endeavor to avoid undertaking activities which may result in a conflict of interest.

5 SPECIAL MEASURES

- 5.1 When a port State authority, ship owner, management company, agent or master notifies the RO of an accident or a port State intervention on a vessel flying the Finnish flag and classed by the RO, the matter shall be dealt with without delay.
- 5.2 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 and discrepancies when so requested by Trafi, and notify Trafi thereof.

- 5.3 Where, in a matter within the RO's scope of authority under this agreement, the general condition of a vessel, its equipment or operation, or the state of the company in important respects does not correspond substantially with the particulars of any of the certificates, or if the condition of the vessel is found to be such that it is not fit to proceed to sea without danger to the ship or persons on board or presents an unreasonable threat to the marine environment or to third parties, the RO concerned shall inform Trafi immediately, whereupon Trafi and the RO will use their best endeavors to ensure necessary corrective actions to be taken by the owner or any other relevant party to rectify the defects.
- 5.4 If such corrective actions are not taken, the RO shall withdraw the relevant certificates and notify Trafi immediately. If the ship is in a foreign port, the appropriate authorities of the port State shall also be notified without delay. In the event that deficiencies or discrepancies prove to be beyond the scope of the authorization set out in Appendix 1, the RO surveyor concerned shall inform Trafi immediately, whereupon Trafi shall determine what further action the RO shall take on behalf of Trafi.
- 5.5 In instances where, temporarily, the requirements of an applicable instrument cannot be met under particular circumstances, the RO will, after consultation with Trafi, specify such measures or supplementary equipment as may be available to permit the ship to proceed to a suitable port where permanent repairs or rectifications can be effected or replacement equipment fitted.
- 5.6 In the event that deficiencies or discrepancies prove to be beyond the scope of authorization of this Agreement, further action of the RO shall be determined in an authorization given by Trafi.
- 5.7 The RO shall, for safety reasons, not issue certificates to a ship declassified or changing class before consulting Trafi. Trafi shall determine whether a full inspection is necessary or not.

6 INTERPRETATIONS, EQUIVALENTS AND EXEMPTIONS

- 6.1 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 Trafi, the RO will cooperate in their establishment as necessary.
- 6.2 Exemptions from the requirements of the applicable instruments are the prerogative of Trafi and must be approved by Trafi prior to issuance.

7 INFORMATION AND LIAISON

- 7.1 The RO shall, in the event of transfer of class, comply with the provisions on the obligations and co-operation of the gaining and losing organizations in Article 10(6) of Regulation (EC) No 391/2009 as amended.
- 7.2 Trafi will provide the RO with all necessary documentation for the purpose of the RO's provision of statutory certification services.
- 7.3 The RO and Trafi, recognizing the importance of technical liaison, agree to cooperate toward this end and maintain an effective dialogue.

- 7.4 The RO will report to Trafi such information at such frequency as agreed between the RO and Trafi, as delineated in Appendix 2 to this Agreement.
- 7.5 Regulations, rules, instructions and report forms of the RO shall be available in English.
- 7.6 Trafi provides the RO with information about Finnish legal provisions, regulations, interpretations and circulars and as far as possible, publishes the regulations also in English. The only authentic version of any Finnish legal provisions, regulations, interpretations or circulars is the Finnish or Swedish version of the documents.
- 7.7 Finnish rules and regulations and interpretations thereof are not published in this document, but may be accessed on the website www.trafi.fi.

8 SUPERVISION

- 8.1 Trafi is entitled to satisfy itself that the RO carries out its functions under this Agreement effectively.
- 8.2 Trafi may choose to recognize monitoring of the RO performed by an independent audit group effectively representing the interests of Trafi. Trafi shall make sure that such a group is bound by confidentiality obligations.
- 8.3 Trafi has the right to perform random and detailed inspections of Finnish ships to review the work of the RO.
- 8.4 Trafi reserves the right to suspend, cancel or revoke any document or approval issued by the RO pursuant to this Agreement. Trafi will inform the RO accordingly stating the reasons for its decision.
- 8.5 Trafi is entitled to report the results of the monitoring of the RO and other relevant information to the Commission and the other EU Member States in accordance with Article 9(2) of Directive 2009/15/EC as amended.
- 8.6 The monitoring report shall be submitted to the RO. If the RO makes comments on it without undue delay, Trafi shall take the comments into consideration prior to the submission of the report to the Commission and the other Member States.
- 8.7 The RO shall ensure that the European Commission has access to the information necessary for the purposes of the assessment referred to in Article 8(1) of Regulation (EC) No 391/2009 as amended. No contractual clauses may be invoked to restrict this access.

9 REMUNERATION

- 9.1 Remuneration for statutory certification services carried out by the RO on behalf of Trafi will be charged by the RO directly to the party requesting such services.
- 9.2 Trafi and the RO do not invoice each other for the costs caused by this Agreement, except as provided in clause 14.

10 CONFIDENTIALITY

- 10.1 Trafi and the RO and its officers, employees and agents shall, when acting on behalf of Trafi, be subject to the general provisions of Finnish law on confidentiality (Act on the Openness of Government Activities, 621/1999). However, any document or other information may be released by the RO if required by applicable legislation, court order or legal proceedings.
- 10.2 This Agreement is a public document.

11 SURVEYORS

- 11.1 Surveys and inspections shall be carried out only by surveyors working exclusively for the RO or affiliated and subsidiary entities in the RO group of companies. If, in exceptional and duly justified cases, the RO finds that its own exclusive surveyor is not available, the RO shall inform Trafi who may then, on the basis of a proposal made by that RO, nominate an exclusive surveyor of one of the other recognized organizations authorized by Trafi.
- 11.2 The RO may use subcontractors and other suppliers of support services approved in accordance with the quality procedures of the RO and/or Trafi to assist the exclusive surveyors. The RO is responsible to Trafi for the actions of its subcontractors and suppliers.

12 AMENDMENTS

- 12.1 Amendments to this Agreement and its appendices will become effective only after consultation and written agreement between Trafi and the RO.
- 12.2 Trafi and the RO shall enter into consultations on any amendments to this Agreement necessitated by amendments to the relevant EU legislation early enough to match the coming into effect of the said amendments.
- 12.3 The contents of this Agreement and its appendices shall be reviewed biennially.

13 GOVERNING LAW AND SETTLEMENT OF DISPUTES

- 13.1 The Agreement shall be governed by and construed in accordance with Finnish law. Any dispute arising in connection with this Agreement which cannot be settled by private negotiations between the parties shall be settled finally by the decision of the Helsinki District Court.
- 13.2 In the performance of statutory certification services hereunder, the RO, its officers, employees and others acting on its behalf are entitled to all the protection of law and the same defences and/or counterclaims as would be available to Trafi and its own staff surveyors or employees, if the latter had conducted the statutory certification services in question.

14 LIABILITY

- 14.1 In performing statutory certification services the RO carries out a public administrative task under Chapter 6, sections 36(1) and 39 of the Act on the Technical Safety and Safe Operation of Ships and this Agreement.
- 14.2 According to Chapter 10, section 81a of the Act on the Technical Safety and Safe Operation of Ships, criminal liability for acts in office applies to officers of recognized classification societies whenever they carry out a public administrative task referred to in the Act.
- 14.3 The RO is liable for damages and injuries in accordance with Chapter 3 section 2 of the Tort Liability Act (412/1974) and its liability is limited as mentioned in clause 14.4 under the above mentioned legal provisions.
- 14.4 If a liability arising out of any marine casualty is finally and definitively imposed on the Government of Finland by a court of law together with a requirement to compensate the injured parties:
- 1) for loss or damage to property or personal injury or death which is proved in a court of law to have been caused by a wilful act or omission or gross negligence by the RO, its bodies, officers, employees, agents or others who act on behalf of the RO under this Agreement, Trafi is, on behalf of the Government of Finland, entitled to full compensation from the RO to the extent that the said loss, damage, injury or death is, as decided by that court, caused by the RO;
 - 2) for personal injury or death, which is proved in a court of law to have been caused by any negligent or reckless act or omission by the RO, its bodies, officers, employees, agents or others who act on behalf of the RO under this Agreement, Trafi is, on behalf of the Government of Finland, entitled to a financial compensation from the RO to the extent that the said personal injury or death is, as decided by that court, caused by the RO up to but not exceeding an amount of €5 million; or
 - 3) for loss or damage to property, which is proved in a court of law, to have been caused by any negligent or reckless act or omission by the RO, its bodies, officers, employees, agents or others who act on behalf of the RO under this Agreement, Trafi is, on behalf of the Government of Finland, entitled to a financial compensation from the RO to the extent that the said loss or damage is, as decided by that court, caused by the RO up to but not exceeding an amount of €2.5 million.
- 14.5 While acting on behalf of Trafi under this Agreement the RO shall be free to conclude contracts directly with its clients and such contracts may contain normal contractual conditions of the RO for limiting its legal liability. Such contracts may not limit the liability stipulated in clauses 14.3 and 14.4.
- 14.6 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.

- 14.7 If one Party to this Agreement is summoned or is expected to be summoned to answer for such a liability as mentioned in clauses 14.3 and 14.4, the other party shall be informed without undue delay. The former Party shall, for information purposes, send all claims, documents and other relevant material to the latter Party.
- 14.8 Trafi shall not enter into conciliation, which involves acceptance of such a liability as is mentioned in clauses 14.3 and 14.4 without prior written consent of the RO.

15 REPRESENTATION

- 15.1 The RO is responsible to Trafi for the actions of its local representatives (i.e. branches, subsidiaries or other companies of the RO Group) that perform the tasks specified in this Agreement in the name of and on behalf of the RO.
- 15.2 The RO shall have a local representation of a legal nature on the territory of Finland to ensure legal personality under Finnish law and the competence of Finnish national courts.
- 15.3 The primary line of communication between Trafi and the RO is through the RO local representation in Finland, unless otherwise agreed between Trafi and the RO.
- 15.4 The RO shall provide Trafi with an official e-mail address and phone number for the purpose of this communication and keep it updated accordingly.
- 15.5 Contact information of Trafi is given in Appendix 2.

16 TERMINATION

- 16.1 Trafi is entitled to withdraw or suspend its authorization to the RO, if the latter substantially or repeatedly fails to fulfil the obligations of this Agreement.
- 16.2 Before a withdrawal or suspension, Trafi shall give the RO opportunity to respond in time to the alleged poor performance and, if necessary, to undertake the necessary preventive and remedial action to ensure full compliance.
- 16.3 This Agreement may be terminated by either party by giving the other party 12 months' written notice.
- 16.4 If this Agreement is breached substantially or repeatedly by one of the parties, the other party will notify the violating party of its breach in writing to give the notified party opportunity to remedy the breach. The latter shall within 30 days inform the former about the steps it intends to take, and remedy the breach within 90 days, failing which the notifying party has the right to terminate the Agreement immediately.
- 16.5 In the event that the EU Commission withdraws recognition of the RO in accordance with Article 7 of Regulation (EC) No 391/2009 as amended, Trafi may immediately terminate this Agreement in writing without notice. Trafi and the RO will meet and discuss the consequences of the withdrawal as soon as reasonably practicable.

16.6 If the Commission decides to withdraw the recognition of the RO, the RO is not allowed to issue any certificate to Finnish ships or to renew such a certificate; however, certificates issued or renewed before the withdrawal remain valid.

17 SIGNATURE

17.1 This Agreement was prepared and signed in two original copies, one for each party.

18 THIS AGREEMENT COMMENCES ON THE 1st OF JANUARY, 2017.

IN WITNESS WHEREOF the undersigned, duly authorized by the parties, have signed this Agreement.

Date .12.2016

Date .12.2016

On behalf of the RO, by:

On behalf of the Finnish Transport Safety Agency, by:

RO

Olli Lindroos
Director General of Means of Transport Sector

Appendix 1 Degree of authorization
Appendix 2 Exchange of information

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Appendix 1

DEGREE OF AUTHORIZATION

Dated 14.09.2017, effective from 01.10.2017

1 General conditions for authorization

- 1.1 The RO is authorized to carry out statutory certification services on behalf of Trafi as listed below.
- 1.2 The distinction between new and existing ships is the responsibility of Trafi.
- 1.3 The shipowner shall agree with the RO on the practical arrangements of the surveys.

2 Newbuildings and flag entry

- 2.1 An initial project meeting shall be arranged between Trafi, shipowner, RO and shipyard in order to clarify tasks and responsibilities between the parties when a new ship is to be built to Finnish flag.
- 2.2 Trafi, RO and Shipowner shall be in a dialogue when a foreign ship is to be transferred to the Finnish register in order to clarify tasks and responsibilities of the transfer process. A meeting shall be arranged when considered necessary.

3 Issuance of Certificates, attachments and supplements

- 3.1 Exemption certificates are issued solely by Trafi.
- 3.2 The full-term certificates, their attachments and supplements will be issued as specified in this document.
- 3.3 When the RO is issuing certificates specified in this document the certificates shall be issued "under the authority of the Government of Finland".
- 3.4 Certificates specified in an instrument relevant to this agreement shall be issued in a format and with contents as described in the instrument.
- 3.5 All certificates shall be in the English language or in combined Finnish/English or Swedish/English language. The spelling of a ship's name, homeport, companies and company address is governed by the Finnish certificate of nationality and shall be used on all certificates. This includes the use of the special letters "Å, Ä and Ö".
- 3.6 The certificates shall be printed on RO certificate paper and be furnished with appropriate stamps and other means to minimize falsification.
- 3.7 The RO may issue any other type of "Certificates" "Approval letters" and "Statements of Compliance" etc. not relevant to this agreement as long as there is no doubt that it is issued on behalf of the RO itself and not on behalf of the Government of Finland or the Finnish Transport Safety Agency.
- 3.8 Certificates may be electronically produced and communicated. Requirements set in IMO document FAL.5/Circ.39/Rev.2 "Guidelines for the use of electronic certificates" have to be fulfilled.

4 Authorization of surveys and certificates

4.1 The division of work concerning surveys and certificates is specified in tables 1 to 4.

4.2 The following types of authorizations apply:

- **RO:** Full authorization of RO to perform plan review, carry out initial, annual, intermediate, periodical, renewal or additional surveys, audits and inspections, verifications, and issue the necessary certificates within the limits given in the relevant conventions and regulations or other instruments.
- **Trafi:** Not authorized. The issuing of certificate and tasks relating to the given certificate are the prerogative of Trafi.
- **P:** Partial authorization, see remarks

Table 1 - All ships

Certificate	Authorization	Remarks
International Tonnage Certificate, ITC 69	Trafi	
International Anti-Fouling System Certificate, AFS	RO	EU regulation 782/2003
International Air Pollution Prevention Certificate, IAPP	RO	
International Load Line Certificate, ILLC	RO	The Load Line Disc shall be marked with the appropriate signature letters of the RO issuing the ILLC
International Oil Pollution Prevention Certificate, IOPP	RO	
International Sewage Pollution Prevention Certificate, ISPP	RO	
International Energy Efficiency Certificate, IEE	RO	
Engine International Air Pollution Prevention Certificate, EIAPP	RO	
Ballast Water Management Certificate, BWMC	RO	
Document of Compliance with special requirements for ships carrying dangerous cargo, DG	RO	
Certificate on Inventory of Hazardous Materials	RO	EU regulation 1257/2013
Ready for Recycling Certificate	RO	EU regulation 1257/2013
Polar Ship Certificate, POLAR	RO	
Special Purpose Code Certificate, SPCC	RO	An initial SPCC may only be issued after written permission by the Trafi
International Ship Security Certificate, ISSC	Trafi	
Maritime Labour Certificate, MLC	Trafi and MSAH (Ministry of Social Affairs and Health)	Trafi is responsible for Training and qualifications (Reg. 1.3) and Manning levels (Reg. 2.7) only. MSAH is responsible for the other parts of the MLC.

Table 2 - Cargo ships and cargo high-speed craft

Certificate	Authorization	Remarks
Cargo Ship Safety Construction Certificate, SAFCON	RO	
Cargo Ship Safety Equipment Certificate, SAFEQ	RO	
Cargo Ship Safety Radio Certificate, SAFRAD	RO	
Safety Certificate for High-Speed Craft, HSC	RO	
International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk, NLS	RO	
International Certificate of Fitness for the Carriage of Dangerous Chemicals in Bulk, IBC FITNESS	RO	
Certificate of Fitness for the Carriage of Dangerous Chemicals in Bulk, BCH FITNESS	RO	
International Certificate of Fitness for the Carriage of Liquefied Gases in Bulk, ICG FITNESS	RO	
Certificate of Fitness for the Carriage of Liquefied Gases in Bulk, CG FITNESS	RO	

Table 3 - Passenger ships and passenger high-speed craft

Certificate	Authorization	Remarks
Passenger Ship Safety Certificate, PSSC	RO	
Safety Certificate for High-Speed Craft, HSC	RO	
Permit to Operate High-Speed Craft	Trafi	

Table 4 - Survey and certification of non-convention ships

Certificate	Authorization	Remarks
Passenger vessels in national trade falling within the scope of the EC Directive 2009/45/EC, as amended	P	Vessels which are classed by an RO authorized by Trafi shall be surveyed by the RO. Passenger Ship Safety Certificate is always issued by Trafi.

4.3 Non-convention ship, which is not mentioned in the table 4, may be surveyed by RO if agreed with Trafi. An authorization agreement shall be drawn up between the RO, the party requesting the service and Trafi, specifying the tasks the RO has been authorized to carry out and the type of documentation to be provided to Trafi.

5 Approval of manuals, plans and other arrangements

5.1 The division of work concerning approval of certain manuals, plans and other arrangements is specified in Table 5.

Table 5 – Plans and documents approved by Trafi or the RO

Plan/Manual	Approval
Cargo securing manual	RO
Damage Control Plans and Booklets	RO
Subdivision and damage stability calculation	RO
Intact stability booklet	RO
Dedicated Clean Ballast Tank Operation Manual	RO
Document of Authorization for the Carriage of Grain	RO
Grain Loading Stability Booklet	RO
Emergency towing booklet (tankers)	RO
Oil Discharge Monitoring and Control System Operational Manual	RO
Operations and Equipment Manual for Crude Oil Washing Systems	RO
Safety plan/fire control plan/life-saving appliances scheme,	RO
Shipboard oil pollution emergency plan (SOPEP)	RO
Shipboard marine pollution emergency plan for noxious liquid substances (SMPEP)	RO
List of loading and filling limits	RO
Cargo handling plans	RO
Ship structure access manual	RO
Ballast Water Management Plan (BWMP)	RO
EGC System Technical Manual "Scheme A" (ETM-A)	RO
EGC System Technical Manual "Scheme B" (ETM-B)	RO
Onboard monitoring Manual (OMM)	RO
SOx Emissions Compliance Plan (SECP)	RO
EGC Record Book	RO
Procedures and Arrangements Manual	RO
Ship-to-ship-transfer plan (oil)	RO
Format of Muster List for passenger ship	RO
VOC Management Plan	RO
NOx Technical File	RO

6 Arrangements for the ISM audits and certification

- 6.1 Audits related to the Document of Compliance (DOC) and Safety Management Certificate (SMC) may be performed either by Trafi or by the RO. The Document of Compliance (DOC) and Safety Management Certificate (SMC) is issued by the auditing body.
- 6.2 The organization performing the ISM audits need not be the same as the organization performing the statutory surveys.
- 6.3 The RO is authorized to perform initial, interim, annual, intermediate, renewal and additional audits of Finnish Companies and Finnish vessels on the following conditions:
- a. The auditors of the RO shall as a minimum have the competence stated in Resolution A.1071(28) Revised Guidelines on Implementation of the International Safety Management Code by Administrations, and its Appendix and taking into account the standards mentioned in directive 2009/16/EC as amended on port State control, annex XI paragraph 2.
 - b. The audit shall be performed in the language of the Safety Management System (SMS).
 - c. The audit shall include an operational emergency drill. The scope of the drill must be extensive enough to verify that the ship personnel are able to handle emergency situations in accordance with approved emergency procedures.

7 Approved service providers

7.1 Launching and lifting appliances

- 7.1.1 Launching appliances under the authority of Trafi are those which are related to:
- 1974 SOLAS II-1/3-9 (i.e. gangways and accommodation ladders), forming part of the SAFCON survey
 - 1974 SOLAS III (i.e. LSA equipment), forming part of the SAFEQ survey.
- 7.1.2 Service providers for LSA launching appliances must be approved by Trafi if the service station is located in Finland.
- 7.1.3 Service providers for LSA launching appliances must be approved by Trafi, RO or the national maritime administration if the service station is located outside Finland.
- 7.1.4 All other lifting appliances (e.g. cargo cranes, passenger lifts, cranes for provision and all lifting appliances in the engine room) on board Finnish ships fall under the authority of the Ministry of Social Affairs and Health.

7.2 Servicing stations for inflatable liferafts, inflatable lifejackets, marine evacuation systems

- 7.2.1 According to Trafi's regulation Conditions for the approval of servicing stations for marine safety equipment and the requirements for their operation, a service station servicing inflatable liferafts, inflatable lifejackets, marine evacuation systems shall be approved (in accordance with the annex to IMO Resolution A.761(18), as amended) by the manufacturer of the equipment and by:
- Trafi, if the service station is located in Finland.
 - As authorized by the national maritime administration, if the service station is located outside Finland.

7.3 Shore-based maintenance for radio installations

7.3.1 Shore-based maintenance requirements are those which are related to:

- 1974 SOLAS IV reg.15 (shore-based maintenance)

7.3.2 Vessels flying the Finnish flag must have a contract with a shore-based maintenance provider approved by Trafi.

7.4 Voyage Data Recorder (VDR)

7.4.1 VDR service providers for VDR must be approved by manufacturer and RO.

8 Marine Equipment Directive (MED)

8.1 The RO shall, when issuing or renewing the relevant safety certificates, ensure compliance with the MED provisions (wheel-mark equipment), as implemented in Finnish legislation.

Appendix 2

EXCHANGE OF INFORMATION

Dated 13.12.2016, effective from 01.01.2017

1 RO reporting requirements

- 1.1. The RO agrees to report the information pertaining to services performed pursuant to this Agreement as follows:
- 1.2. The RO provides Trafi with electronic access to all rules, interpretations, instructions and procedures which are in use in conducting surveys of Finnish ships in accordance with Appendix 1. Upon request, RO can give this information in paper format.
- 1.3. The RO provides Trafi with direct electronic access to the status of all surveys conducted by the RO and statutory certificates issued by the RO for Finnish ships classed by it, and to the statutory certificates and reports pertaining to them.
- 1.4. After each survey or audit the RO sends the following information to email address: surveyor@trafi.fi.
 - Which survey or audit has been carried out
 - Which certificates have been issued or endorsed according to Appendix 1
 - Informs Trafi that the documents are available in the RO's database
- 1.5. The RO provides Trafi with essential information on its classed fleet and changes, suspensions, and withdrawals of class in accordance with Article 10(4) of Regulation (EC) No.391/2009 as amended. The RO shall send the information to email address surveyor@trafi.fi.
- 1.6. The RO shall inform Trafi without delay when a ship certified in accordance with Appendix 1 has suffered an accident or is found to be in operation with deficiencies or discrepancies which may affect its fitness to proceed to sea or safety in general or represent significant deviations from the standard required in international conventions and rules, national legislation and regulations, and the RO rules. The obligation to provide such information applies irrespective of how such deficiencies and discrepancies are discovered.

2 Line of communication

- 2.1. The preferred line of communication is by e-mail.
- 2.2. The official e-mail address for items related to inspections and certification of Finnish classed ships is: surveyor@trafi.fi.
- 2.3. Outside normal working hours and in case of accidents or serious incidents, contact may be made to the Trafi duty officer by telephone.
- 2.4. Telephone numbers for on-duty (24/7) maritime inspector:
 - + 358 (0)203 28 010 (Gulf of Finland area and Inland waterways area)
 - + 358 (0)203 28020 (Archipelago Sea area and Gulf of Bothnia area)