



**BUREAU
VERITAS**

Guidelines for Remote Survey

June 2021

**Guidance Note
NI 672 DT R00 E**



1. INDEPENDENCE OF THE SOCIETY AND APPLICABLE TERMS

- 1.1 The Society shall remain at all times an independent contractor and neither the Society nor any of its officers, employees, servants, agents or subcontractors shall be or act as an employee, servant or agent of any other party hereto in the performance of the Services.
- 1.2 The operations of the Society in providing its Services are exclusively conducted by way of random inspections and do not, in any circumstances, involve monitoring or exhaustive verification.
- 1.3 The Society acts as a services provider. This cannot be construed as an obligation bearing on the Society to obtain a result or as a warranty. The Society is not and may not be considered as an underwriter, broker in Unit's sale or chartering, expert in Unit's valuation, consulting engineer, controller, naval architect, designer, manufacturer, shipbuilder, repair or conversion yard, charterer or shipowner; none of the above listed being relieved from any of their expressed or implied obligations as a result of the interventions of the Society.
- 1.4 Only the Society is qualified to apply and interpret its Rules.
- 1.5 The Client acknowledges the latest versions of the Conditions and of the applicable Rules applying to the Services' performance.
- 1.6 Unless an express written agreement is made between the Parties on the applicable Rules, the applicable Rules shall be the Rules applicable at the time of entering into the relevant contract for the performance of the Services.
- 1.7 The Services' performance is solely based on the Conditions. No other terms shall apply whether express or implied.

2. DEFINITIONS

- 2.1 "Certificate(s)" means classification or statutory certificates, attestations and reports following the Society's intervention.
- 2.2 "Certification" means the activity of certification in application of national and international regulations or standards ("Applicable Referential"), in particular by delegation from different governments that can result in the issuance of a Certificate.
- 2.3 "Classification" means the classification of a Unit that can result or not in the issuance of a classification Certificate with reference to the Rules. Classification (or Certification as defined in clause 2.2) is an appraisalment given by the Society to the Client, at a certain date, following surveys by its surveyors on the level of compliance of the Unit to the Society's Rules and/or to Applicable Referential for the Services provided. They cannot be construed as an implied or express warranty of safety, fitness for the purpose, seaworthiness of the Unit or of its value for sale, insurance or chartering.
- 2.4 "Client" means the Party and/or its representative requesting the Services.
- 2.5 "Conditions" means the terms and conditions set out in the present document.
- 2.6 "Industry Practice" means international maritime and/or offshore industry practices.
- 2.7 "Intellectual Property" means all patents, rights to inventions, utility models, copyright and related rights, trade marks, logos, service marks, trade dress, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database rights, topography rights, moral rights, rights in confidential information (including know-how and trade secrets), methods and protocols for Services, and any other intellectual property rights, in each case whether capable of registration, registered or unregistered and including all applications for and renewals, reversions or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.
- 2.8 "Parties" means the Society and Client together.
- 2.9 "Party" means the Society or the Client.
- 2.10 "Register" means the public electronic register of ships updated regularly by the Society.
- 2.11 "Rules" means the Society's classification rules (available online on veristar.com), guidance notes and other documents. The Society's Rules take into account at the date of their preparation the state of currently available and proven technical minimum requirements but are not a standard or a code of construction neither a guide for maintenance, a safety handbook or a guide of professional practices, all of which are assumed to be known in detail and carefully followed at all times by the Client.
- 2.12 "Services" means the services set out in clauses 2.2 and 2.3 but also other services related to Classification and Certification such as, but not limited to: ship and company safety management certification, ship and port security certification, maritime labour certification, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board. The Services are carried out by the Society according to the Rules and/or the Applicable Referential and to the Bureau Veritas' Code of Ethics. The Society shall perform the Services according to the applicable national and international standards and Industry Practice and always on the assumption that the Client is aware of such standards and Industry Practice.
- 2.13 "Society" means the classification society 'Bureau Veritas Marine & Offshore SAS', a company organized and existing under the laws of France, registered in Nanterre under number 821 131 844, or any other legal entity of Bureau Veritas Group as may be specified in the relevant contract, and whose main activities are Classification and Certification of ships or offshore units.
- 2.14 "Unit" means any ship or vessel or offshore unit or structure of any type or part of it or system whether linked to shore, river bed or sea bed or not, whether operated or located at sea or in inland waters or partly on land, including submarines, hovercrafts, drilling rigs, offshore installations of any type and of any purpose, their related and ancillary equipment, subsea or not, such as well head and pipelines, mooring legs and mooring points or otherwise as decided by the Society.

3. SCOPE AND PERFORMANCE

- 3.1 Subject to the Services requested and always by reference to the Rules, and/or to the Applicable Referential, the Society shall:
 - review the construction arrangements of the Unit as shown on the documents provided by the Client;
 - conduct the Unit surveys at the place of the Unit construction;
 - class the Unit and enter the Unit's class in the Society's Register;
 - survey the Unit periodically in service to note whether the requirements for the maintenance of class are met.The Client shall inform the Society without delay of any circumstances which may cause any changes on the conducted surveys or Services.
- 3.2 The Society will not:
 - declare the acceptance or commissioning of a Unit, nor its construction in conformity with its design, such activities remaining under the exclusive responsibility of the Unit's owner or builder;
 - engage in any work relating to the design, construction, production or repair checks, neither in the operation of the Unit or the Unit's trade, neither in any advisory services, and cannot be held liable on those accounts.

4. RESERVATION CLAUSE

- 4.1 The Client shall always: (i) maintain the Unit in good condition after surveys; (ii) present the Unit for surveys; and (iii) inform the Society in due time of any circumstances that may affect the given appraisalment of the Unit or cause to modify the scope of the Services.
- 4.2 Certificates are only valid if issued by the Society.
- 4.3 The Society has entire control over the Certificates issued and may at any time withdraw a Certificate at its entire discretion including, but not limited to, in the following situations: where the Client fails to comply in due time with instructions of the Society or where the Client fails to pay in accordance with clause 6.2 hereunder.
- 4.4 The Society may at times and at its sole discretion give an opinion on a design or any technical element that would 'in principle' be acceptable to the Society. This opinion shall not presume on the final issuance of any Certificate nor on its content in the event of the actual issuance of a Certificate. This opinion shall only be an appraisalment made by the Society which shall not be held liable for it.

5. ACCESS AND SAFETY

- 5.1 The Client shall give to the Society all access and information necessary for the efficient performance of the requested Services. The Client shall be the sole responsible for the conditions of presentation of the Unit for tests, trials and surveys and the conditions under which tests and trials are carried out. Any information, drawing, etc. required for the performance of the Services must be made available in due time.
- 5.2 The Client shall notify the Society of any relevant safety issue and shall take all necessary safety-related measures to ensure a safe work environment for the Society or any of its officers, employees, servants, agents or subcontractors and shall comply with all applicable safety regulations.

6. PAYMENT OF INVOICES

- 6.1 The provision of the Services by the Society, whether complete or not, involves, for the part carried out, the payment of fees thirty (30) days upon issuance of the invoice.
- 6.2 Without prejudice to any other rights hereunder, in case of Client's payment default, the Society shall be entitled to charge, in addition to the amount not properly paid, interest equal to twelve (12) months LIBOR plus two (2)

per-cent as of due date calculated on the number of days such payment is delinquent. The Society shall also have the right to withhold Certificates and other documents and/or to suspend or revoke the validity of Certificates.

- 6.3 In case of dispute on the invoice amount, the undisputed portion of the invoice shall be paid and an explanation on the dispute shall accompany payment so that action can be taken to resolve the dispute.

7. LIABILITY

- 7.1 The Society bears no liability for consequential loss. For the purpose of this clause consequential loss shall include, without limitation:
 - Indirect or consequential loss;
 - Any loss and/or deferral of production, loss of product, loss of use, loss of bargain, loss of revenue, loss of profit or anticipated profit, loss of business and business interruption, in each case whether direct or indirect.The Client shall defend, release, save, indemnify, defend and hold harmless the Society from the Client's own consequential loss regardless of cause.
- 7.2 Except in case of wilful misconduct of the Society, death or bodily injury caused by the Society's negligence and any other liability that could not be, by law, limited, the Society's maximum liability towards the Client is limited to one hundred and fifty per-cent (150%) of the price paid by the Client to the Society for the Services having caused the damage. This limit applies to any liability of whatsoever nature and howsoever arising, including fault by the Society, breach of contract, breach of warranty, tort, strict liability, breach of statute.
- 7.3 All claims shall be presented to the Society in writing within three (3) months of the completion of Services' performance or (if later) the date when the events which are relied on were first discovered by the Client. Any claim not so presented as defined above shall be deemed waived and absolutely time barred.

8. INDEMNITY CLAUSE

- 8.1 The Client shall defend, release, save, indemnify and hold harmless the Society from and against any and all claims, demands, lawsuits or actions for damages, including legal fees, for harm or loss to persons and/or property tangible, intangible or otherwise which may be brought against the Society, incidental to, arising out of or in connection with the performance of the Services (including for damages arising out of or in connection with opinions delivered according to clause 4.4 above) except for those claims caused solely and completely by the gross negligence of the Society, its officers, employees, servants, agents or subcontractors.

9. TERMINATION

- 9.1 The Parties shall have the right to terminate the Services (and the relevant contract) for convenience after giving the other Party thirty (30) days' written notice, and without prejudice to clause 6 above.
- 9.2 The Services shall be automatically and immediately terminated in the event the Client can no longer establish any form of interest in the Unit (e.g. sale, scrapping).
- 9.3 The Classification granted to the concerned Unit and the previously issued Certificates shall remain valid until the date of effect of the termination notice issued, or immediately in the event of termination under clause 9.2, subject to compliance with clause 4.1 and 6 above.
- 9.4 In the event where, in the reasonable opinion of the Society, the Client is in breach, or is suspected to be in breach of clause 16 of the Conditions, the Society shall have the right to terminate the Services (and the relevant contracts associated) with immediate effect.

10. FORCE MAJEURE

- 10.1 Neither Party shall be responsible or liable for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfillment has been delayed or temporarily prevented by a force majeure occurrence without the fault or negligence of the Party affected and which, by the exercise of reasonable diligence, the said Party is unable to provide against.
- 10.2 For the purpose of this clause, force majeure shall mean any circumstance not being within a Party's reasonable control including, but not limited to: acts of God, natural disasters, epidemics or pandemics, wars, terrorist attacks, riots, sabotages, impositions of sanctions, embargoes, nuclear, chemical or biological contaminations, laws or action taken by a government or public authority, quotas or prohibition, expropriations, destructions of the worksite, explosions, fires, accidents, any labour or trade disputes, strikes or lockouts.

11. CONFIDENTIALITY

- 11.1 The documents and data provided to or prepared by the Society in performing the Services, and the information made available to the Society, will be treated as confidential except where the information:
 - is properly and lawfully in the possession of the Society;
 - is already in possession of the public or has entered the public domain, other than through a breach of this obligation;
 - is acquired or received independently from a third party that has the right to disseminate such information;
 - is required to be disclosed under applicable law or by a governmental order, decree, regulation or rule or by a stock exchange authority (provided that the receiving Party shall make all reasonable efforts to give prompt written notice to the disclosing Party prior to such disclosure).
- 11.2 The Parties shall use the confidential information exclusively within the framework of their activity underlying these Conditions.
- 11.3 Confidential information shall only be provided to third parties with the prior written consent of the other Party. However, such prior consent shall not be required when the Society provides the confidential information to a subsidiary.
- 11.4 Without prejudice to sub-clause 11.1, the Society shall have the right to disclose the confidential information if required to do so under regulations of the International Association of Classification Societies (IACS) or any statutory obligations.

12. INTELLECTUAL PROPERTY

- 12.1 Each Party exclusively owns all rights to its Intellectual Property created before or after the commencement date of the Conditions and whether or not associated with any contract between the Parties.
- 12.2 The Intellectual Property developed by the Society for the performance of the Services including, but not limited to drawings, calculations, and reports shall remain the exclusive property of the Society.

13. ASSIGNMENT

- 13.1 The contract resulting from to these Conditions cannot be assigned or transferred by any means by a Party to any third party without the prior written consent of the other Party.
- 13.2 The Society shall however have the right to assign or transfer by any means the said contract to a subsidiary of the Bureau Veritas Group.

14. SEVERABILITY

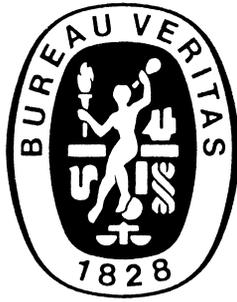
- 14.1 Invalidation of one or more provisions does not affect the remaining provisions.
- 14.2 Definitions herein take precedence over other definitions which may appear in other documents issued by the Society.
- 14.3 In case of doubt as to the interpretation of the Conditions, the English text shall prevail.

15. GOVERNING LAW AND DISPUTE RESOLUTION

- 15.1 These Conditions shall be construed in accordance with and governed by the laws of England and Wales.
- 15.2 Any dispute shall be finally settled under the Rules of Arbitration of the Maritime Arbitration Chamber of Paris ("CAM"), which rules are deemed to be incorporated by reference into this clause. The number of arbitrators shall be three (3). The place of arbitration shall be Paris (France). The Parties agree to keep the arbitration proceedings confidential.
- 15.3 Notwithstanding clause 15.2, disputes relating to the payment of the Society's invoices may be submitted by the Society to the *Tribunal de Commerce de Nanterre*, France, or to any other competent local Court, at the Society's entire discretion.

16. PROFESSIONAL ETHICS

- 16.1 Each Party shall conduct all activities in compliance with all laws, statutes, rules, economic and trade sanctions (including but not limited to US sanctions and EU sanctions) and regulations applicable to such Party including but not limited to: child labour, forced labour, collective bargaining, discrimination, abuse, working hours and minimum wages, anti-bribery, anti-corruption, copyright and trademark protection, personal data protection (<https://personaldataprotection.bureauveritas.com/prv-acvpolicy>).
- Each of the Parties warrants that neither it, nor its affiliates, has made or will make, with respect to the matters provided for hereunder, any offer, payment, gift or authorization of the payment of any money directly or indirectly, to or for the use or benefit of any official or employee of the government, political party, official, or candidate.
- 16.2 In addition, the Client shall act consistently with the Bureau Veritas' Code of Ethics and, when applicable, Business Partner Code of Conduct both available at <https://group.bureauveritas.com/group/corporate-social-responsibility/operational-excellence>.



GUIDANCE NOTE NI 672

NI 672 Guidelines for Remote Survey

SECTION 1 REMOTE SURVEY

Section 1 Remote Survey

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SECTION 1

REMOTE SURVEY

1 General

1.1 Application

1.1.1 This Guidance Note describes the processes and requirements of the Society to carry out a remote survey and establishes the principles for equivalency with an attended survey.

1.1.2 The principles and conditions of classification are given in Part A of the relevant Society's Rules.

2 Definitions

2.1 General definitions

2.1.1 The following general definitions are used in this Guidance Note:

- Statutory survey item:
A statutory survey item is a survey item related to the application of statutory requirements as defined in NR467, Pt A, Ch 1, Sec 1, [4].
- Digital information:
The information exchanged during a Remote Survey in a digital form.
It may take the form of a file (document, email, picture, video, etc) or digitalized data that can be read by computers.
Digital information refers to Information Systems and Information Technologies and may be collected in various ways such as manual or automatic inputs on a platform or software, synchronization of systems by API or web-services, etc.
- Information and Communication Technologies (ICT):
The technologies for gathering, storing, retrieving, processing, analysing and transmitting information.
- Attended survey:
A survey where the Surveyor is physically attending on board or on site.
- Remote Survey Centre (RSC):
Manages remote surveys activity.

2.2 Remote survey

2.2.1 A remote survey is a survey performed without any attending Surveyor. The Surveyor is physically present in the Remote Survey Centre (RSC) where he is able to carry out the survey by using Information and Communication Technologies (ICT). Under his supervision, the Applicant Repre-

sentative collects the information and evidences, in the form of digital information, required to carry out and complete the survey.

3 Scope of remote survey

3.1 General principle

3.1.1 The quality of communication and digital information collected are to be such that, a remote survey reaches the same level of quality as an attended survey.

3.2 Type of remote survey

3.2.1 Remote surveys can be divided into two categories:

- Not Real Time Survey
Refers to a remote survey for which the data are collected by the Surveyor, not necessarily during the period of the survey, through different ICT such as email exchange, visio-conferencing or any other equivalent means. Not real time survey may be done administratively (see Tab 1).
- Real Time Survey
Refers to a remote survey for which a live connection (audio & video) is required at the time of the survey in order to enable:
 - communication between Applicant Representative located on board and BV Surveyor located in the Remote Survey Center
 - collection of evidences through digital information.

3.3 Eligible surveys

3.3.1 A remote survey may be proposed as an alternative to an attended survey for the items defined in Tab 1.

Note 1: When the survey is related to a statutory item, the acceptance of the ship's Flag Administration, and its possible instructions, are required at first

4 Procedure and requirements for remote survey

4.1 Eligibility

4.1.1 A feasibility analysis of Owner's request is to be made by the Society. Based on the eligibility of the survey (as per Tab 1), the appraisal of technical documents and the availability of ICT, as per [4.3] and [4.4], provided by the Owner, a remote survey may be accept.

Table 1 : Eligible remote surveys items

| Survey items eligible to remote survey | Not real time RS | Real time RS |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|--------------|
| Postponement issuance, clearance and/or upgrade of Condition of Class, Statutory Recommendation and Class/Statutory Observation (1) (2) | Yes | Yes |
| Survey postponement (1) (2) | Yes | Yes |
| Continuous Survey for Machinery (CSM) or Planned Maintenance Scheme (PMS) item postponement (1) | Yes | Yes |
| Issuance of certificates (1) (2) | Yes | Yes |
| Endorsement or cancellation of memoranda (1) | Yes | Yes |
| Confirmatory survey on non-essential Continuous Survey for Machinery (CSM) Item: | Yes | Yes |
| • for report review | Yes | No |
| • for test | No | Yes |
| Occasional survey for loss of anchor (2) | Yes | Yes |
| Occasional survey for minor machinery damage | Yes | Yes |
| Occasional in water survey (2) | No | Yes |
| Occasional statutory survey on non-essential equipment (2) | Yes | Yes |
| Occasional survey for minor hull damage | Yes | Yes |
| (1) May be done administratively. (2) When the survey is related to a statutory item, the acceptance of the ship's Flag Administration, and its possible instructions, are required at first. | | |

4.2 Digital information quality and transparency

4.2.1 Final appraisal of the quality of digital information is at the discretion of the Surveyor, who is to be satisfied with the content and the quality of digital information collected and the survey carried out, allowing him to confirm its completion.

The Applicant is responsible of the transparency of digital information collected. The digital information required by the Surveyor is to reflect the real situation of the surveyed item and is to have an accurate time stamp.

The Society is to collect and store digital information as evidences of the survey.

4.2.2 The remote survey is carried out by the Applicant's representative under the supervision and upon instructions of the Surveyor.

The Surveyor is in charge of crediting the remote survey items. An attended Survey may be required to complete the survey upon Surveyor's request and at its discretion.

4.3 Requirements for not real time remote survey

4.3.1 For not real time survey, communication and digital information collection are to be performed through an ICT channel (emails, visio-conference, clouds ...). This ICT channel is to be accepted by the Surveyor prior to the survey.

4.4 Requirements for real time remote survey

4.4.1 General

For real time survey, the Applicant is to ensure that:

- the Applicant representative is attending onboard or on site and has access to the areas intended to be surveyed
- the Applicant representative has at his disposal a 2-ways visual and audible communication means complying with the requirements in [4.4.2], and [4.4.4]
- ICT solution is available on the communication means and meets the requirement described in [4.4.3].

In the case these requirements cannot be fulfilled, the remote survey is to be rejected.

4.4.2 Hardware

The format of the device (smart-glasses, smartphone, tablet, PC...) used is at the discretion of the Applicant, but is to be at least constituted of: a camera, a microphone and the ability is to be connected to the Internet.

4.4.3 ICT solution

The ICT solution is to ensure at minimum:

- live streaming with audio and video between the Applicant and the Surveyor
- audio recording, video recording and photo taking at Surveyor demand and on his own independent action.

The Society opts for its own live streaming solution suitable for all types of remote surveys.

Alternative ICT may be accepted on a case by case basis.

If justified, the Applicant may propose a different solution for remote survey. In this case, the Applicant is to demonstrate that it has at least equivalent features as the Society solution and fulfills the GDPR Regulation (EU) 2016/679 on General Data Protection Regulation and the Society policy for cybersecurity.

4.4.4 Connectivity Requirements

The Applicant is responsible of the quality of connection during the survey.

The quality of the live streaming communication (audio and video) during the survey is to be sufficient to allow the supervision of the survey by the Surveyor and is to be accepted by the Surveyor.

A connection which enables live streaming between Surveyor and Applicant Representative attending on board or on site is required. The connection is to be without interruption and with a sufficient quality to ensure correct communication with the Surveyor.

In case where a connection with the Surveyor is not possible, or is discontinuous at the place of the survey (e.g. Engine Room), subject to Surveyor acceptance, partly online sequences (where the Applicant is able to capture pictures and videos offline) may be accepted until the connection is re-established. Partly online sequences are not to be accepted for:

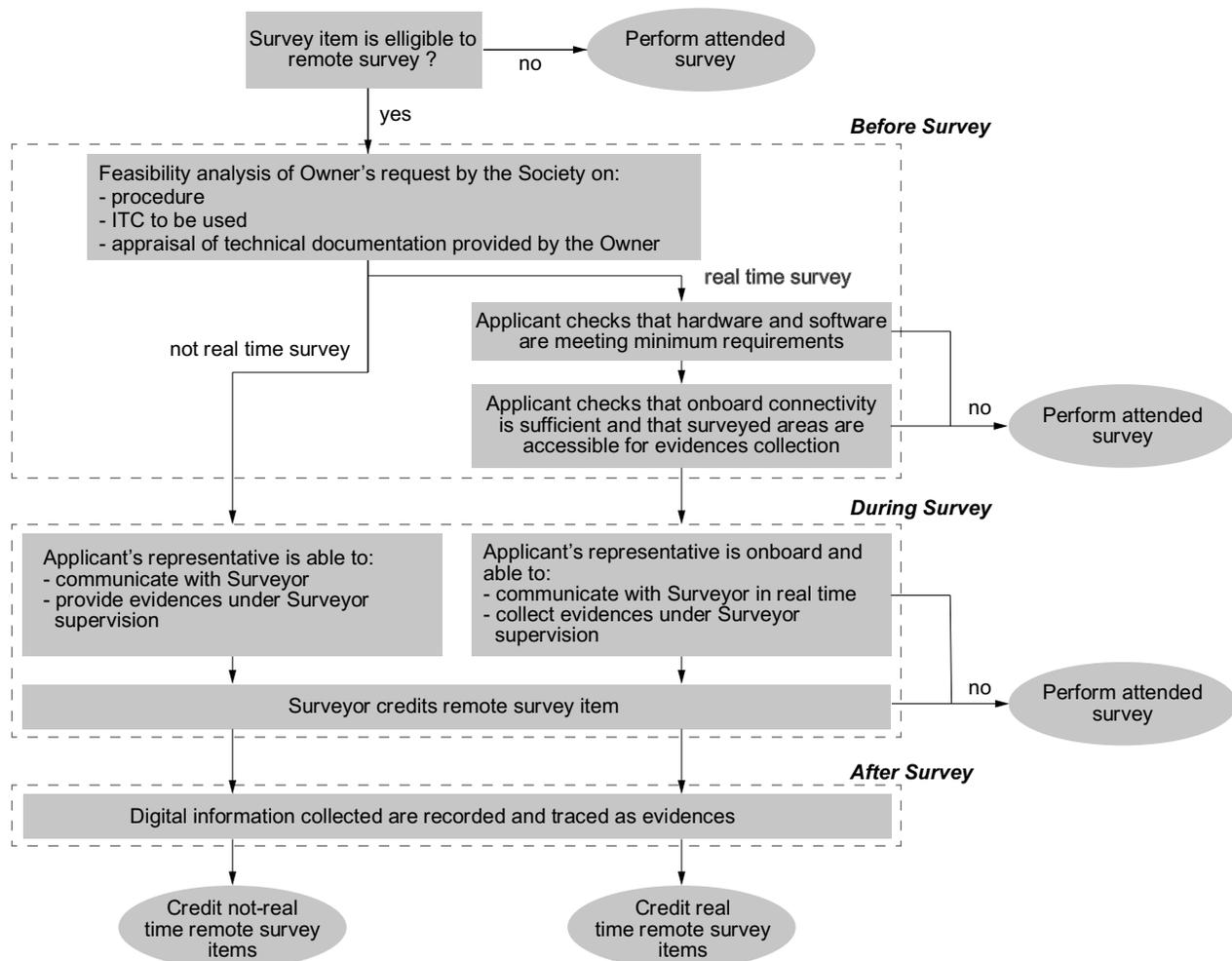
- occasional in-water survey and
- confirmatory survey of non-essential Continuous Survey for Machinery (CMS) item, for test.

Connectivity tests are to be carried out by the Applicant before the survey in order to ensure that a sufficient connectivity is available when the survey is performed.

4.4.5 Remote survey workflow

Remote survey workflow is described in Fig 1.

Figure 1 : Remote survey workflow





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