



ST. KITTS & NEVIS INTERNATIONAL SHIP REGISTRY

FLAG STATE INSPECTOR AGREEMENT



AGREEMENT

This Flag State Inspection agreement is dated **26 June 2023** between The Saint Christopher & Nevis International Ship Registry Ltd, Registered in England, No. 5062891 (the Company) – trading as St. Kitts & Nevis International Ship Registry - acting as the Registrar, according to the provisions of section 446(5) of the Merchant Shipping Act, for the Government of the Federation of Saint Christopher and Nevis hereinafter known as **SKANReg** and **SOLAS MODU Marine (JENA BIKRAM KUMAR)**, (hereinafter called the Inspector)

SKANReg desires to retain the Inspector as an independent contractor to carry out the following services, for which the Inspector is deemed by **SKANReg** to be appropriately qualified, as directed:

- pre-registration inspections of vessels seeking to register under the St. Kitts and Nevis ('SKN') flag;
- initial, annual & occasional inspections of vessels registered under the St. Kitts and Nevis flag;
- to attend the closing of vessels registering or re-registering under the St. Kitts and Nevis flag;
- to conduct special inspections, including, but not limited to, follow-up inspections of vessels registered under the SKN flag and pre-registration inspections.
- to carry out safety, security and other audits, including those for ISM, ISPS & QA
- to investigate incidents or casualties involving on board vessels registered under the St. Kitts and Nevis flag
- other inspection & consultancy services as may be required from time to time, (all collectively known as "Maritime Services")

The Inspector desires to provide these Maritime Services to **SKANReg**

The parties therefore agree as follows:

1. Maritime Services

- a. The Inspector shall fulfil all of the duties of a St. Kitts & Nevis Flag State Inspector (FSI) and provide the Maritime Services in accordance with the Merchant Shipping Act (The Act), amendments thereof and associated Statutory Rules & Orders (Regulations), Federation of St Kitts and **SKANReg**'s guidelines and instructions for Flag State Inspectors (the Guidelines) and any and all other policy guidelines, including but not limited to; maritime circulars, marine notices, marine safety advisories and marine guidelines issued by **SKANReg** (collectively known herein as "Inspection Guidelines & Rules") which are incorporated by reference into this agreement;
- b. The Inspector shall be responsible for conducting, completing and reporting of the Maritime Services at such locations as **SKANReg** determines within the geographical areas that the Inspector can operate;
- c. The Inspector shall arrange for and maintain adequate computer capability and internet access for the transfer of information to and from **SKANReg**;
- d. The Inspector shall use their best efforts to be able to fulfil the duties and provide the Maritime Services described in the agreement during standard working hours on weekdays and during non-standard working hours and weekends upon the request of **SKANReg**;
- e. **SKANReg** shall provide the Inspector with publications, materials and related items or make them available from its website, (collectively, the 'SKANREG Materials') necessary for the Inspector to perform the Inspectors obligations under this agreement. Such **SKANREG Materials** are the sole property of **SKANReg**. The Inspector shall return all such **SKANREG Materials** to **SKANReg** upon the



request of **SKANReg** unless they were reasonably utilized by the Inspector in the performance of Maritime Services described in this agreement.

- f. **SKANReg** shall maintain on its website information necessary for the Inspector to perform the obligations contained in this agreement.

2. Compensation for Maritime Services.

SKANReg shall compensate the Inspector at the rates specified in the Annex to this Agreement, which may be amended from time to time, based upon the specific Maritime Service assigned to the Inspector at the request of **SKANReg**. Except as otherwise provided in section 3, the fees shall cover all costs including, but not limited to, the costs of communications, preparation time, report writing, courier charges, bank fees, other administrative/incidental costs and local travel, as defined as a one-way trip of less than one hour in duration or less than 50 miles/80kilometres from the Inspector's office or place of work to the site of the Maritime Service below and all other incidental expenses relevant to the Maritime Service.

3. Costs and Expenses; Additional Fees.

- a. The Inspector is not authorised by **SKANReg** to incur expenses in the name of **SKANReg**.
- b. **SKANReg** will not reimburse the Inspector for any costs or expenses the Inspector incurs, including but not limited to, travel expenses, unless **SKANReg** has given written approval to the Inspector for the Maritime Service.
- c. **SKANReg** will not reimburse the Inspector for such costs or expenses unless the Inspector provides to **SKANReg** an itemisation of and receipts for any expenses.
- d. When due to circumstances beyond the control of the Inspector, it becomes apparent that an assignment in accordance with section 2 of this agreement cannot be completed within the period of time allotted from the time of boarding the vessel, or due to the condition of the vessel the Inspector reasonably considers that an inspection should be significantly expanded and such expansion would render it impossible to complete the inspection within the allotted period of time, the Inspector shall immediately notify **SKANReg** of the circumstances and/or conditions. Upon receipt of such notification, **SKANReg** may request a continuation beyond the allotted period of time, or request that the assignment be completed to the extent practicable, within the allotted period of time, or cancel the assignment.

4. Representations and Warranties.

- a. In addition to its definition in the introductory clause, the term **SKANReg** includes any duly authorised personnel, management and representatives of St Kitts & Nevis International Ship Registry.
- b. In addition to its definition in the introductory clause, the term 'Inspector' includes any Inspectors, employees, contractors or other authorised personnel, if applicable, carrying out the responsibilities of the Inspector under the terms of this agreement as specifically authorised by **SKANReg**.
- c. The Inspector represents and warrants that each of its Inspectors, employees, contractors or other authorised personnel, if applicable, carrying out the responsibilities of the Inspector under the terms of this agreement has appropriate practical and theoretical knowledge of ships, their operation and the provisions of the relevant SKN legislation and International Conventions. This may be demonstrated by:
 - i. Appropriate qualifications from a marine or nautical institution and relevant seagoing experience, including service at sea in the deck or engine department, for period of at least 5 years as a certificated ships officer holding or having held a valid STCW II/1 OR III/2 certificate of competency and has maintained his or her technical knowledge of ships and their operation since gaining his or her certificate of competency; or
 - ii. A degree or equivalent from an educational institution within a relevant field of engineering or science and working experience in a relevant capacity for at least five years, Continuous Professional Development (CPD) course knowledge of.

- d. The Inspector warrants that the Inspector will not utilise any Inspectors, employees, contractors or other authorised personnel without first notifying **SKANReg** and receiving permission from **SKANReg** for their use.
- e. The Inspector and any of its Inspectors, employees, contractors or other authorized personnel, shall provide a CV or CV's with colour photograph of the individual and documentary evidence of the above applicable qualifications as listed in section 4 (C) if so requested.
- f. The Inspector represents and warrants that each of its Inspectors, employees, contractors, or other authorized personnel, if applicable, carrying out the responsibilities of the Inspector under the terms of this agreement shall hold a valid Inspectors identity card issued by **SKANReg**. If the Inspector is an individual, the Inspector represents and warrants that he or she shall hold a valid Inspectors identity card issued by **SKANReg**
 - I. The Inspector shall, for security reasons ensure that the Inspector, any Inspectors, employees, contractors or other personnel authorised by the Inspector shall present their identity card when so requested by port authorities and shipboard personnel to identify themselves as an authorised representative of SKANReg.
 - II. The Inspector shall not deliberately damage or misuse said identity cards, and in the event of such loss, damage or misuse, the Inspector shall notify SKANReg as soon as possible.
- g. Unless otherwise expressly exempted by **SKANReg** in writing from the provisions of this subsection, the Inspector represents warrants and covenants that, at the time of any inspection or investigation performed under the terms of this agreement, the Inspector is: not employed and will not be employed by any person, firm or entity that owns, manages or operates ships registered under the SKN flag;
 - I. does not provide and will not provide any other services to persons, firms or entities that owns, manages or operate ships registered under the SKN flag that may prejudice the results of an assignment; and
 - II. does not own and will not own an ownership interest in any firm or entity that owns, manages or operates ships registered under the SKN flag.
 - III. Does not perform a Flag State Inspection on any vessel were the Inspector can also act as a Surveyor for a Classification Society who is the Recognised Organisation of St. Kitts & Nevis for that vessel, unless written agreement has been given to board that vessel and perform a specific task(s) on behalf of the Administration.
- h. a. The inspector warrants that during the course of the inspection and any period after to not communicate with another Flag State Authority, MOU or Port State Control Enforcement Officer, any findings or reach any agreement with said parties unless instructed in writing by SKANReg.
- b. All enquiries will be directed through the offices of the Administration in writing and the Inspector will advise said party of the procedure to deal. directly with the Offices of the Administration and immediately passed on to. SKANReg any communications be they verbal or in writing.
- c. Failure to adhere to these instructions may result in the immediate termination of this agreement.

5. **Independent Contractor**

- a. The Inspector shall be for all purposes, including, but not limited to, tax purposes, an independent contractor and shall be considered neither an employee of **SKANReg** nor an official of the Government of the Federation of St Kitts & Nevis. Nothing in this agreement shall create a presumption of an employer-employee relationship between the Inspector and **SKANReg**.
- b. The Inspector is responsible for paying all taxes, including, but not limited to, withholding taxes, related to compensation paid by **SKANReg** to the Inspector for the services provided under this agreement.

6. **Indemnification**

The Inspector shall indemnify, defend and hold harmless **SKANReg** and its employees, officers and directors from and against any and all liabilities, damages, lawsuits, claims or expenses incurred by them in connection with the Inspector's negligent performance of or negligent failure to perform any of the Maritime Services pursuant to this agreement.

7. Assignment.

The Inspector may not assign the Inspectors duties, obligations or responsibilities under this agreement without the express prior written approval of **SKANReg**.

8. Arbitration.

If either party is of the opinion that the other party to this Agreement is in breach of any material condition or obligation to this Agreement including without prejudice any obligation to pay money, they shall advise the other party of this in writing promptly. Thereafter, such dispute, if not resolved shall be dealt with in accordance with the alternative dispute resolution procedure set out in this clause.

The Parties undertake that they shall endeavour in good faith to resolve any dispute or claim arising in relation to this Agreement by means of good faith negotiations, which shall take place between the Parties. If the dispute is not resolved within 60 days from the commencement of good faith negotiations the Parties shall endeavour in good faith to resolve the dispute under the Rules of Conciliation and Arbitration of the International Chamber of Commerce in force as at the date of this Agreement before a single arbitrator appointed in accordance with the said Rules whose decision shall be final and binding on the parties. Any such arbitration shall take place in London and the language of pleadings, documentation and the proceedings shall be in English. The parties hereto agree that service of any notices in the course of such arbitration at their addresses as given in this Agreement shall be valid and sufficient.

9. Interpretation

- a. Unless specified otherwise, any reference in this agreement to conventions, statutes, regulations or guideline means those conventions, statutes, regulations or guidelines as amended or supplemented from time to time and any corresponding provisions of successor statutes, regulations or guidelines;
- b. The headings in this agreement are provided for convenience only and do not affect its meaning.
- c. The words 'party' and 'parties' refer only to those named in this agreement.

10. Breach

If the Inspector breaches this agreement, **SKANReg** shall be entitled to recover any and all costs and expenses arising from such breach, including, but not limited to, lawyers fees and arbitration costs.

11. Termination

- a. **SKANReg** may terminate this agreement at any time and for any reason by providing 30 days written notice of the termination to the Inspector; or
- b. The Inspector may terminate this agreement at any given time and for any reason by providing 30 days written notice of the termination to **SKANReg**.

12. Notice

Any notice required to be given by either party under this agreement shall be given by e-mail or by certified or registered mail to the following respective addresses:

a. SKANREG

Office 32, The Old Court House
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Orsett Road
Grays RM17 5DD
United Kingdom

b. THE INSPECTOR

JENA BIKRAM KUMAR
SOLAS MODU Marine Services Pvt Ltd.
602 SATYAM TOWER, 90 FEET ROAD, THAKUR COMPLEX
KANDIVALI EAST
MUMBAI, MAHARASHTRA, 400101
India

13. Entire Agreement.

This agreement represents the entire agreement between the parties and it supersedes any and all other written or oral agreements between parties.

14. Amendment to Agreement

This agreement may only be amended or modified if both parties agree to the Amendment in writing in the form of a letter agreement or amended contract.

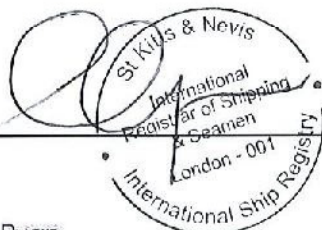
15. Term

This agreement shall be effective from the date listed in the introductory clause and shall continue in effect for a period of three years from such date unless earlier terminated pursuant to section 12 of this agreement.

The parties are signing this agreement on the date stated in the introductory clause.

Parties to the Agreement

For SKANREG



Liam Ryan
International Registrar of Shipping & Seamen

For the Inspector



Name: JENA BIKRAM KUMAR
For SOLAS MODU Marine Services Pvt Ltd.