



**BUREAU
VERITAS**

Certification Scheme of Materials and Equipment for the Classification of Marine Units

July 2018

**Rule Note
NR 320 DT R04 E**



**BUREAU
VERITAS**

MARINE & OFFSHORE - GENERAL CONDITIONS

1. INDEPENDENCY 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, manufacturer, shipbuilder, repair or conversion yard, charterer or shipowner; none of them above listed being relieved of any of their expressed or implied obligations as a result of the interventions of the Society.
- 1.4. The Services are carried out by the Society according to the applicable Rules and to the Bureau Veritas' Code of Ethics. The Society only 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 the Services' performance and contract's execution.
- 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 class certificates, attestations and reports following the Society's intervention. The Certificates are an appraisal 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 or to the documents of reference 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.
- 2.2. "**Certification**" means the activity of certification in application of national and international regulations or standards, 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 class certificate with reference to the Rules.
- 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 register published annually by the Society.
- 2.11. "**Rules**" means the Society's classification rules, guidance notes and other documents. The Rules, procedures and instructions of the Society 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, training activities, all activities and duties incidental thereto such as documentation on any supporting means, software, instrumentation, measurements, tests and trials on board.
- 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 the 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. 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.

- 3.2. Subject to the Services performance and always by reference to the Rules, 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 enters the Unit's class in the Society's Register;
- survey the Unit periodically in service to note that 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.

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 after surveys; (iii) present the Unit for surveys; and (iv) inform the Society in due course of any circumstances that may affect the given appraisal of the Unit or cause to modify the scope of the Services.

- 4.2. Certificates referring to the Society's Rules 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.

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, drawings, 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, involve, 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, interests 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 solve 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 save, indemnify, defend and hold harmless the Society from the Client's own consequential loss regardless of cause.

- 7.2. In any case, the Society's maximum liability towards the Client is limited to one hundred and fifty per-cents (150%) of the price paid by the Client to the Society for the performance of the Services. This limit applies regardless of fault by the Society, including 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 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 agrees to release, 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 except for those claims caused solely and completely by the 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. In such a case, the class granted to the concerned Unit and the previously issued certificates shall remain valid until the date of effect of the termination notice issued, subject to compliance with clause 4.1 and 6 above.

10. FORCE MAJEURE

- 10.1. Neither Party shall be responsible for any failure to fulfil any term or provision of the Conditions if and to the extent that fulfilment 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, are treated as confidential except where the information:

- is already known by the receiving Party from another source and is properly and lawfully in the possession of the receiving Party prior to the date that it is disclosed;
- is already in possession of the public or has entered the public domain, otherwise than through a breach of this obligation;
- is acquired 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 Society and the Client 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. The Society shall have the right to disclose the confidential information if required to do so under regulations of the International Association of Classifications 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 for the performance of the Services including, but not limited to drawings, calculations, and reports shall remain exclusive property of the Society.

13. ASSIGNMENT

- 13.1. The contract resulting from these Conditions cannot be assigned or transferred by any means by a Party to a 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. Invalidity 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. The Conditions shall be construed and governed by the laws of England and Wales.

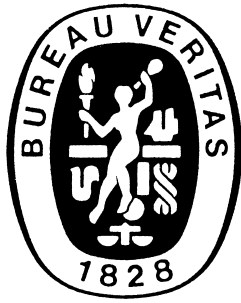
- 15.2. The Society and the Client shall make every effort to settle any dispute amicably and in good faith by way of negotiation within thirty (30) days from the date of receipt by either one of the Parties of a written notice of such a dispute.

- 15.3. Failing that, the dispute shall finally be settled by arbitration under the LCIA rules, 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 London (UK).

16. PROFESSIONAL ETHICS

- 16.1. Each Party shall conduct all activities in compliance with all laws, statutes, rules, 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. 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 Society's Code of Ethics of Bureau Veritas. <http://www.bureauveritas.com/home/about-us/ethics+and+compliance/>



RULE NOTE NR 320

NR 320

Certification Scheme of Materials and Equipment for the Classification of Marine Units

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SECTION 1

GENERAL

1 General

1.1 Scope

1.1.1 This Rule Note gives the certification scheme of materials and equipment (products) intended to be fitted on board units to be classed or classed with the Society in accordance with the relevant requirements of the Society's Rules for Classification.

This certification scheme may be extended to conformity assessment in accordance with international maritime conventions and related texts such as resolutions and performance codes issued by the International Maritime Organisation. In this case the attestations or certificates issued by the Society do not prejudice compliance with any other requirements that may be specified by the flag authority of the concerned unit.

This certification scheme may be extended to conformity assessment in accordance with national regulations when the Society has been granted a delegation by the national flag authority.

This certification scheme may be extended to conformity assessment in accordance with proprietary specifications or industry standards upon request made to and agreed with the Society.

The principles and conditions of classification of a unit are given in Part A of the relevant Society's Rules for Classification.

The general requirements for manufacture, testing and certification are given in NR216, Rules on Materials and Welding for the Classification of Marine Units, Ch 1, Sec 1.

The specific requirements for design, manufacture, testing and certification are given in the relevant chapters of the Bureau Veritas Rules for the Classification of the concerned unit. A summary of the certification requirements for materials and equipment covered by the class and used or fitted on board is given in the Society's document NR266 in correspondence with the Rules for the Classification of Steel Ships (NR467) or Offshore Units (NR445).

All the corresponding services are provided within the scope of Marine & Offshore Division General Conditions enclosed and made available on the internet site: "www.veristar.com".

1.2 Definitions

1.2.1 The following general definitions are used in this Rule Note:

- "the Society" means Bureau Veritas Marine & Offshore Division and its local offices
- "Surveyor" means the technical staff of the Society performing tasks in relation to classification and survey duties
- "Applicant" means the party and/or its representative requesting the service to the Society
- "Manufacturer" means the company responsible for the compliance of the concerned product with the stipulated requirements.

2 Categories of products

2.1 Product category I_{BV}



2.1.1 Products having to be certified by the Society individually or per batch in compliance with the applicable requirements are categorised as I_{BV} products (e.g. hull steel plates). This is the category of products for which a BV product certificate is required.


Such products may have to comply with design requirements which may include type testing requirements (e.g. diesel engine).

For some metallic materials, manufacturing process may have to be assessed through specific testing programmes given in NR480 (e.g. Hull steel plates).

Assessment of compliance with production requirements consists in checks and tests made upon applicant's request in the presence of the Surveyor, unless otherwise agreed. Alternative procedures to the systematic intervention of the Surveyor may be agreed with the Society, as detailed in Sec 3.

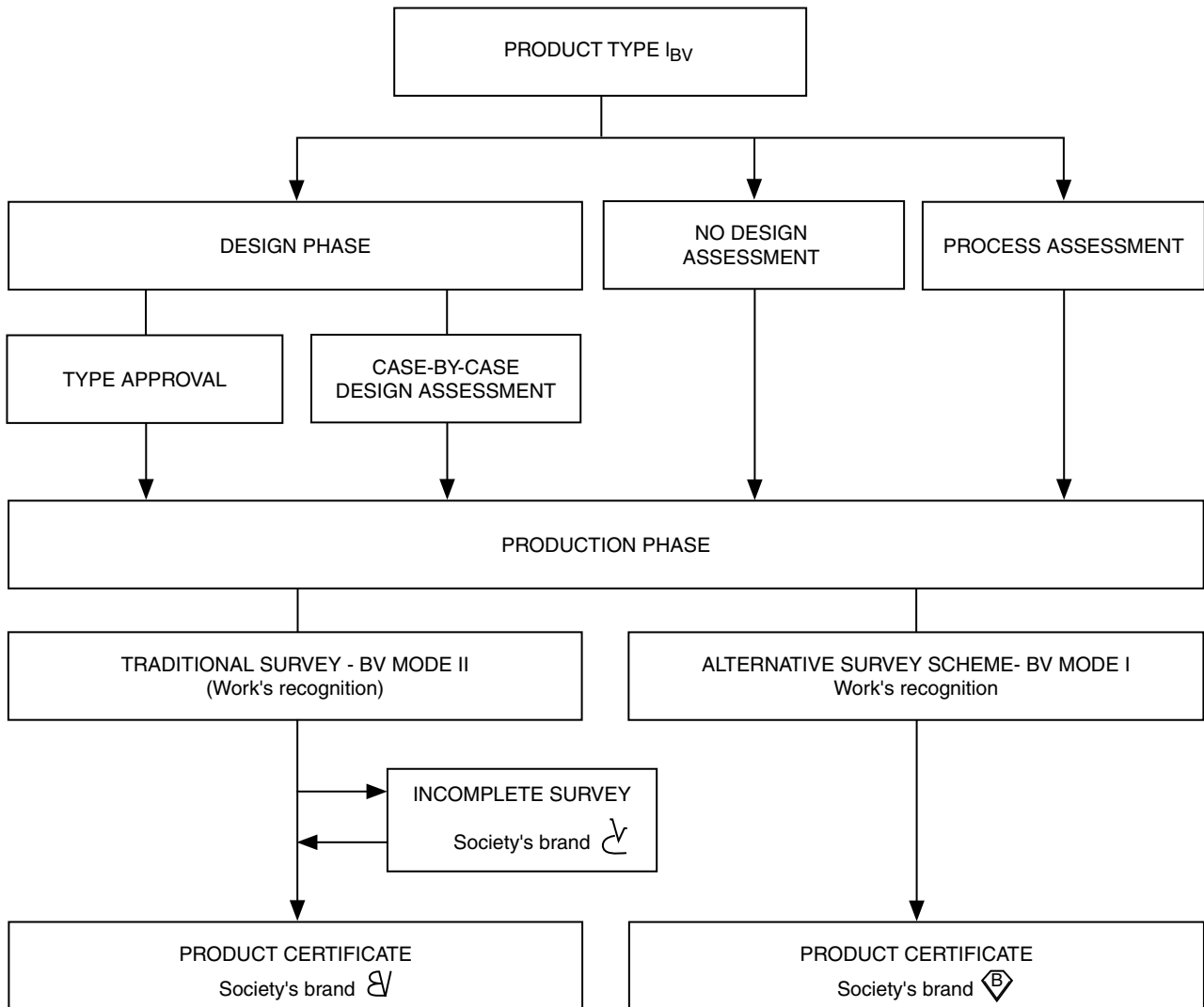
The general requirements for manufacture, testing and certification are given in NR216, Rules on Materials and Welding for the Classification of Marine Units, Ch 1, Sec 1.

Upon satisfactory completion of the assessment, the products are die-stamped with the relevant Society's mark  or  and a Society's certificate is issued.

Where the products needs to be marked while the required inspections and tests have not been completed, the products are die-stamped with the Society's mark for incomplete survey  and a Society's report is issued.

Schematic presentation of the certification scheme of this category of products is shown on Fig 1.

Figure 1 : Certification scheme for I_{BV} product



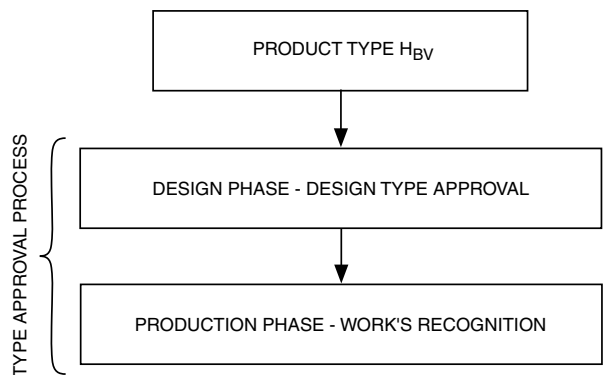
2.2 Product category H_{BV}

2.2.1 H_{BV} products correspond to products manufactured in series, having to comply with design requirements assessed through type approval procedure, and manufactured by works recognised by the Society (e.g. fuses).

Such products are not required to be certified by the Society individually or per batch. Their compliance with the approved type is solely certified by the manufacturer using his own format of document and marking to allow traceability to the approved type.

Schematic presentation of the certification scheme of this category of products is shown on Fig 2.

Figure 2 : Certification scheme for H_{BV} product



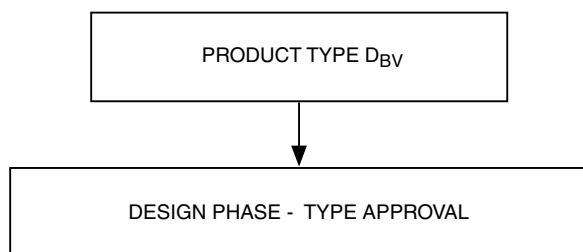
2.3 Product category D_{BV}

2.3.1 D_{BV} products correspond to products manufactured in series and having to comply with design requirements assessed through type approval procedure without subsequent intervention of the Society at the manufacturing works (e.g. cable ties).

Such products are not required to be certified by the Society individually or per batch and the manufacturing works is not required to be recognised by the Society. Their compliance with the approved type is solely certified by the manufacturer using his own format of document and marking to allow traceability to the approved type.

Schematic presentation of the certification scheme of this category of products is shown on Fig 3.

Figure 3 : Certification scheme for D_{BV} product



3 Design review

3.1 Case-by-case design review

3.1.1 Case-by-case design review corresponds to a review of technical documentation for a specific unit in compliance with the Society's Rules and/or the agreed requirements.

The applicant is to submit the technical documentation to the Society, normally in three copies when it is in paper form or upon agreement with the Society submitted electronically. The technical documentation is to contain all the necessary details allowing the Society to perform the review against the applicable requirements. The Society may request additional documentation while the review is under progress.

Where the applicant is not the manufacturer, the applicant has to submit a written document to the Society specifying the tasks delegated by the manufacturer to the applicant. This document is to be signed by both the applicant and the manufacturer.

Unless otherwise agreed with the Bureau Veritas Marine & Offshore Local Office, the application for case-by-case design review is normally made by the applicant to the Bureau Veritas Marine & Offshore Local Plan Approval Office (LPO).

Upon completion of the review, a document stating the outcome of the review is issued by the Society to the applicant.

3.2 Type approval

3.2.1 First-time application

First-time application for type approval is to be made using the appropriate form made available by the Society.

The application for type approval is normally made by the applicant to the Bureau Veritas Marine & Offshore Local Office.

Where the applicant is not the manufacturer, the applicant has to submit a written document to the Society specifying the tasks delegated by the manufacturer to the applicant. This document is to be signed by both the applicant and the manufacturer.

Normally for products of category H_{BV} and D_{BV}, the application is made by the manufacturer responsible for the final product. For products of category H_{BV}, the production places envisaged by the applicant are to be stated to the Society.

3.2.2 Technical documentation

The applicant is to submit the technical documentation to the Society, normally in three copies when it is in paper form or upon agreement with the Society submitted electronically.

The technical documentation is to contain all the necessary details allowing the Society to perform the review against the applicable requirements. The Society may request additional documentation while the review is under progress.

The typical technical documentation to be submitted consists in:

- description of the product
- drawings and specifications relevant to the design of the product
- relevant calculation results
- test reports
- manuals for installation, use and maintenance.

3.2.3 Type tests

Unless otherwise agreed, the applicant is to submit to the Society the type test program detailing the tests to be carried out, the time schedule and the location of the testing facilities.

The specimen to be tested is to be representative of the product type for which type approval is applied. Relevant evidences are to be submitted to the Society by the applicant. The specimen to be tested is to be selected in the presence of the Surveyor, unless otherwise agreed.

The type tests are to be carried out in the presence of the Surveyor, unless otherwise agreed.

When some tests have been performed before the application for type approval, the Society considers the test reports on a case-by-case basis and may require the type tests to be carried out again, partially or totally.

Upon completion of the testing, the applicant or its laboratory is to issue a test report containing the test results, all the required details and the conclusion of the testing. The test report is to be submitted to the Society as part of the technical documentation.

3.2.4 Type Approval Certificate

Upon satisfactory completion of the procedure, a type approval certificate is issued by the Society to the applicant. Normally the certificate will be given a time validity of 5 years.

In general the certificate contains the product designation, references of technical documentation, limitations, requirements for production phase and marking details.

In some particular cases when the required type tests have not been completed, a basic approval certificate may be issued by the Society to the applicant.

3.2.5 Application for modification

When necessary, the applicant may apply for a modification of an existing type approval certificate, using the appropriate form made available by the Society.

Details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the procedure, the modified certificate is issued by the Society to the applicant. Normally the term of validity is not changed.

3.2.6 Application for renewal

As necessary, the applicant is to apply for renewal of an existing type approval certificate, using the appropriate form made available by the Society.

The application form contains a statement about the absence or the presence of modification the applicant intends to bring to the concerned product. In case of modification, details of the requested modification are to be submitted to the Society.

Testing as per the applicable requirements may be required by the Society where deemed necessary.

Upon satisfactory completion of the procedure, the renewed certificate is issued by the Society to the applicant. Normally the renewed certificate will be given a time validity of 5 years.

3.2.7 Reduction, suspension and cancellation of the certificate

During the period of validity, the certificate may be reduced in its scope, suspended or cancelled by the Society when judged necessary. Example may be an irregular situation brought to the knowledge of the Society which has not been corrected by the applicant to the satisfaction of the Society. An example of irregular situation is when modifications are made to an approved type of product without informing the Society.

SECTION 2

RECOGNITION (KNOWN AS BV MODE II)

1 First-time application

1.1

1.1.1 First-time application for recognition is to be made, using the appropriate form made available by the Society.

The application for recognition is normally made by the manufacturer to the Bureau Veritas Marine & Offshore Local Office.

2 Process

2.1 Documentation

2.1.1 The following documents are to be submitted by the manufacturer to the Society:

- outline of the company, e.g. organisation and management structure
- quality system certification to ISO 9001 or equivalent, if available
- quality manual and/or documented procedures covering the items listed in [2.2].

The Society may request additional documentation while the recognition process is under progress.

2.2 Audit

2.2.1 The audit of the manufacturer's arrangements for production and testing aims at verifying that the following items are documented and operated by the manufacturer to the satisfaction of the Society:

- management of type approval and/or case-by-case design assessment with the Society
- qualification of special manufacturing processes, like welding procedures
- training and qualification of operators like welders, non-destructive testing operators
- purchasing of components subject to certification requirements
- traceability of product
- examination and testing, including calibration of testing equipment, sampling and traceability of test specimen, records
- management of non-conform products
- management of complaints.

The audit includes a visit of the manufacturing and testing premises.

The scope of the audit may be reduced by the Society, taking into consideration existing certification to ISO 9001 standard or equivalent.

For products of category I_{BV}, the recognition process is to be regarded as a general audit which does not replace the attendance of the Surveyor to the required tests and examinations.

For products of category H_{BV}, the audit is focused on the production process of the type approved products.

3 Recognition certificate

3.1 Certificate

3.1.1 Upon satisfactory completion of the process, a recognition certificate is issued by the Society to the manufacturer.

In general the recognition certificate contains the categories and types of products considered for the recognition process.

Normally the recognition certificate will be given a time validity of 4 years.

3.2 Periodical audit

3.2.1 The manufacturer has to apply for periodical audit during the validity of the recognition certificate.

For products of category I_{BV}, the periodical audit is to be applied at the frequency required by the Society which is normally an annual frequency but may be reduced by the Society as far as surveys are performed regularly with satisfactory results.

For products of category H_{BV}, the periodical audit is to be applied at the frequency required by the Society, which is normally an annual frequency.

3.3 Application for modification of the recognition certificate

3.3.1 When necessary, the manufacturer has to apply for a modification of an existing recognition certificate, using the appropriate form made available by the Society.

Details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the process, the modified recognition certificate is issued by the Society to the manufacturer. Normally the term of validity is not changed.

3.4 Application for renewal of the recognition certificate

3.4.1 As necessary, the manufacturer is to apply for renewal of an existing recognition certificate, using the appropriate form made available by the Society.

In case of modification, details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the process, the renewed recognition certificate is issued by the Society to the manufacturer.

Normally the renewed recognition certificate will be given a time validity of 4 years.

3.5 Reduction, suspension and cancellation of the recognition certificate

3.5.1 During the period of validity, the certificate may be reduced in its scope, suspended or cancelled as judged necessary by the Society. Example may be an irregular situation brought to the knowledge of the Society which has not been corrected by the manufacturer to the satisfaction of the Society. An example of irregular situation is when modifications are made to an approved type of product without informing the Society.

SECTION 3

RECOGNITION FOR ALTERNATIVE SURVEY SCHEME (KNOWN AS BV MODE I)

1 General

1.1 Scope

1.1.1 The alternative survey scheme BV Mode I may be applied to products of category I_{BV} subject to the agreement of the Society considering the type of product and the quantities produced.

An agreed alternative survey scheme allows the manufacturer to carry out the required tests and examinations partly or totally without the attendance of the Surveyor when a Society Certificate is required.

The alternative survey scheme applies only to examination and testing operations carried out by the manufacturer or by its subcontractors under its control. It does not include the design review activities which remain to be done as per the relevant procedures for the concerned products.

2 Manufacturer

2.1 Manufacturer's quality system

2.1.1 The manufacturer has to operate a quality management system certified by an accredited certification body for compliance to ISO 9001 or to a national or international standard acceptable to the Society. The certified quality management system is to cover the production and testing activities for the concerned products.

2.2 Drawings, rules and standards

2.2.1 The manufacturer must have the current drawings, Rules and standards that cover the product to be certified.

2.3 Sub-suppliers

2.3.1 The handling of subcontracted parts which are subject to Rules requirements must be defined.

2.3.2 The subcontracted parts are to be ordered by the manufacturer with the required certification. Sub-suppliers of parts required to be certified by the Society may apply for the alternative survey scheme.

2.3.3 Sub-suppliers may be included in the alternative survey scheme of the manufacturer.

3 Initial application

3.1 General

3.1.1 Initial application for recognition for alternative survey scheme is to be made using the appropriate form made available by the Society.

The application for recognition is normally made by the manufacturer to the Bureau Veritas Marine & Offshore Local Office.

3.2 Documentation to be submitted

3.2.1 The following documents are to be submitted by the manufacturer to the Society:

- outline of company, e.g. organisation and management structure
- quality system certification to ISO 9001 or equivalent, together with the last audit report
- Details about the concerned product(s)
- Existing Society's approvals of the concerned products, as far as required
- Procedures relevant to the manufacturing process
- Procedures relevant to the quality control and inspections, their methods, frequency and certification as relevant
- A list of materials suppliers with an indication of their class approval as far as required and the type of material certification in each case
- A list of suppliers of main components of the product with an indication of their class approval as far as required, including the type of certification in each case
- Manufacture, testing and inspection plan as detailed in [3.3]
- quality manual and/or documented procedures covering the items listed in [5.2.2]
- A list of nominated personnel for marking and stamping of products, nominated personnel responsible for tests and inspection, nominated personnel responsible to provide data and information (e.g. declaration of conformity, test reports)

The Society may request additional documentation while the recognition process is under progress.

3.3 Manufacture, testing and inspection plan

3.3.1 The manufacturer is to submit a document detailing the examinations and tests, including those required by the Rules, that will be carried out before, during and after manufacture for each type of product or line of products concerned by the alternative survey scheme.

This document shall contain:

- the necessary details showing that the examinations and tests planned are defined to comply with the applicable testing requirements for the concerned product
- provisions to define the extent of the alternative survey scheme as the examinations and tests required by the Rules may be agreed to be partly or totally carried out without attendance of the Surveyor.

Normally, the status of the Society's intervention for the attendance to examination and tests under the alternative scheme is shown using:

- hold, when attendance of the Surveyor is mandatory
- witness, when the Surveyor is to be invited to attend by the manufacturer
- spot check, when the Surveyor may attend at agreed intervals
- no intervention.

Once agreed by the Society, this plan is part of the agreement as detailed in [4].

4 Agreement

4.1

4.1.1 The alternative survey scheme is subject to an agreement between the manufacturer and the Society, using the form made available by the Society.

4.1.2 The agreement shall contain provisions about the conditions of the alternative survey scheme, in particular the concerned products, the agreed plan of inspection and testing, the audit regime, the product certificates and the markings.

5 Audit process

5.1 Examination of documentation

5.1.1 The submitted documentation is to be examined.

5.2 Audit

5.2.1 Upon satisfactory examination of the complete documentation, an initial audit shall be carried out to verify that the manufacture of the product and the relevant controls are performed in accordance with the documents submitted and the Society's Rules.

5.2.2 The following items shall be audited to check that they are documented and operated by the manufacturer to the satisfaction of the Society:

- management of type approval and/or case-by-case design assessment with the Society
- qualification of special manufacturing processes like welding procedures
- training and qualification of operators like welders, non-destructive testing operators
- purchasing of components subject to certification requirements
- traceability of product
- examination and testing according to the manufacture, testing and inspection plan, including calibration of testing equipment, sampling and traceability of test specimens, records
- management of subcontracted activities related to production and testing
- management of markings and Society's die mark
- management of internal audits
- management of non-conform products
- management of complaints.

The audit includes a visit of the manufacturing and testing premises.

Where the manufacturer is subcontracting significant parts of the product, the Society may require to audit the manufacturer's subcontractor.

When necessary to assess the above items, the Society may refer to the relevant articles of the quality management system standard used by the manufacturer and /or to the Society's Rules for classification.

6 Recognition certificate

6.1

6.1.1 Upon satisfactory completion of the recognition process, a recognition certificate is issued by the Society to the manufacturer.

The recognition certificate contains a general description of the categories and types of products concerned by the alternative survey scheme.

Normally the recognition certificate will be given a time validity of 4 years.

7 Product certificate and markings

7.1

7.1.1 The product certificates are to be issued by the manufacturer as per the agreement and are to be submitted to the Society for endorsement together with their supporting documents.

7.1.2 If work's certificates (W) or test reports (TR) are found not to fulfill the standards agreed with the Society, the component may not be accepted.

7.1.3 Accepted products covered by the scheme are to be marked by the manufacturer as per the agreement.

8 Intermediate audits

8.1

8.1.1 The manufacturer has to apply for:

- intermediate audits during the validity of the recognition certificate as per the agreement, and
- the Society's interventions as per the agreed manufacture, testing and inspection plan, as relevant.

8.1.2 Intermediate audits during the period of validity of the recognition certificate have to be normally carried out at the frequency agreed. Minimum requirement is an annual frequency.

8.1.3 Additional audits may be required as deemed necessary.

9 Application for modification of the recognition certificate

9.1

9.1.1 When necessary, the manufacturer may apply for a modification of an existing recognition certificate, using the appropriate form made available by the Society.

Details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the process, the modified recognition is issued by the Society to the manufacturer. Normally the term of validity is not changed.

10 Application for renewal of the recognition certificate

10.1 General

10.1.1 As necessary, the manufacturer has to apply for renewal of an existing recognition certificate, using the appropriate form made available by the Society.

In case of modification at the time of renewal, details of the requested modification are to be submitted to the Society.

10.2 Renewal audit

10.2.1 The scope of the renewal audit shall:

- verify the conditions of the alternate survey scheme are still met
- verify that the current products and processes are appropriately controlled.

10.3 Recognition certificate

10.3.1 Upon satisfactory completion of the process, the renewed recognition certificate is issued by the Society to the manufacturer.

Normally the renewed recognition certificate will be given a time validity of 4 years.

11 Reduction, suspension and cancellation of the recognition certificate

11.1

11.1.1 During the period of validity, the recognition certificate may be reduced, suspended or cancelled when found justified by the Society. Example may be an irregular situation brought to the knowledge of the Society which has not been corrected by the manufacturer to the satisfaction of the Society. Example of irregular situation is when modifications are made to a type approved product without informing the Society.

SECTION 4

RECOGNITION OF INDEPENDENT TESTING LABORATORY

1 First-time application

1.1

1.1.1 First-time application for recognition of independent testing laboratory is to be made using the appropriate form made available by the Society.

The application for recognition is normally made by the laboratory to the Bureau Veritas Marine & Offshore Local Office.

2 Process

2.1 Documentation

2.1.1 The following documents are to be submitted by the laboratory to the Society:

- outline of laboratory, e.g. organisation and management structure
- quality system certification to ISO 9001 or equivalent, when available
- accreditation certificate by national accreditation body, when available
- quality manual and/or documented procedures covering the items listed in [2.2].

The Society may request additional documentation while the recognition process is under progress.

2.2 Audit

2.2.1 The audit of the laboratory's arrangements for testing aims at verifying that the following items are documented and operated by the laboratory to the satisfaction of the Society:

- training and qualification of personnel engaged in testing operations
- testing standards and testing procedures
- management of testing equipment including calibration
- sampling and traceability of test specimen
- testing records
- management of subcontracted activities related to testing
- management of complaints.

The audit includes a visit of the testing facilities.

The scope of the audit may be reduced by the Society taking into consideration existing certification to ISO 9001 standard or equivalent and/or existing accreditation.

The Society's requirements for attendance of a Surveyor to the tests and examinations for materials or equipment to be certified by the Society are given in the recognition certificate.

3 Recognition certificate

3.1 Certificate

3.1.1 Upon satisfactory completion of the recognition process, a recognition certificate is issued by the Society to the laboratory.

The recognition certificate contains the scope of testing activities considered for the recognition process and the requirements for attendance by a Surveyor.

Normally the recognition certificate will be given a time validity of 4 years.

3.2 Periodical audit of the certificate

3.2.1 The laboratory is to apply for periodical assessment during the validity of the recognition certificate, as agreed with the Society.

3.3 Application for modification of the recognition certificate

3.3.1 When necessary, the laboratory may apply for a modification of an existing recognition certificate, using the appropriate form made available by the Society.

Details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the recognition process, the modified certificate is issued by the Society to the laboratory. Normally the term of validity is not changed.

3.4 Application for renewal of the recognition certificate

3.4.1 As necessary, the laboratory is to apply for renewal of an existing recognition certificate, using the appropriate form made available by the Society.

In case of modification, details of the requested modification are to be submitted to the Society.

Upon satisfactory completion of the recognition process, the renewed recognition certificate is issued by the Society to the laboratory.

Normally the renewed recognition certificate will be given a time validity of 4 years.

3.5 Reduction, suspension and cancellation of the recognition certificate

3.5.1 During the period of validity, the recognition certificate may be reduced in its scope, suspended or cancelled by the Society when judge necessary. Example may be an irregular situation brought to the knowledge of the Society which has not been corrected by the laboratory to the satisfaction of the Society.

