

**Federal Democratic Republic of Ethiopia
Ministry of Transport Maritime Affairs Authority
ATTN.: Mr. Mekonnen Abera
Director General**

10th of April 2011

Subject: Delegation of Statutory Services to ABS

Gentlemen,

Please kindly find enclosed the Agreement Governing the Delegation of Statutory Certification Between the Federal Democratic Republic of Ethiopia and American Bureau of Shipping signed by Mr. Christopher J. Wiernicki – President and Chief Operating officer of the ABS.

Please note that we have corrected an inadvertent editorial error in Annex 1 which now includes the authorization to carry out intermediate ISPS verifications.

With regard to the new authorization under MLC 2006, in order to have a complete understanding of the Administration's requirements for implementing and certifying compliance with the MLC 2006, ABS will need to receive a copy of the Administration's completed DLMC-Part I and associated/referred national legislation and/or regulations and instructions.

Very truly yours,



**Ahmed Hosny Zaki,
Country Manager, ABS Egypt**

**AGREEMENT GOVERNING THE DELEGATION
OF
STATUTORY CERTIFICATION
BETWEEN THE
FEDERAL DEMOCRATIC REPUBLIC OF ETHIOPIA
REPRESENTED BY MINISTRY OF TRANSPORT & COMMUNICATIONS- MARITIME
AFFAIRS AUTHORITY
AND
AMERICAN BUREAU OF SHIPPING**

This agreement pursuant to the legislation of the Government of the Federal Democratic Republic of Ethiopia and in compliance with the IMO "Guidelines for the Authorization of Organizations Acting on Behalf of the Administration," IMO Assembly Resolution A.739(18) and the Annex thereto, is between the Government of the Federal Democratic Republic of Ethiopia represented by the Ministry of Transport and Communications, hereinafter collectively referred to as the "Administration", and American Bureau of Shipping, hereinafter referred to as "ABS", with respect to the performance of marine statutory surveys and issuance of relevant certificates to vessels registered under the the Federal Democratic Republic of Ethiopia. Statutory surveys and issuance of relevant certificates, except for Tonnage and ISM and ISPS Code certification, are limited to ships classed with ABS.

1. Purpose

1.1 The purpose of this Agreement is to delegate authority to perform statutory certification surveys and functions and to define the scope, terms, conditions and requirements of that delegation.

2. General Conditions

2.1 Statutory certification surveys and functions comprise the assessment of Ethiopian flagged vessels, and Companies which operate these ships, in order to determine the compliance of such vessels with the applicable requirements of the international conventions, codes and national requirements (hereinafter referred to as "applicable instruments") as set out in Annex I hereto and the issue of relevant certificates.

2.2 Insofar as the certification surveys and functions covered by this authorization are concerned, ABS agrees to cooperate with Port State Control officers to facilitate the rectification of reported deficiencies on behalf of the Administration on ships classed with ABS and to review proposed action with respect to safety management system non-conformities.

2.3 Statutory services rendered and statutory certificates issued by ABS will be accepted as services rendered by or certificates issued by the Administration provided that ABS maintains compliance with the provisions Appendix 1 to Assembly Resolution A.739(18) and Assembly Resolution A.789(19).

2.4 Authorizations for services outside the scope of Annex 1 to this Agreement will be dealt with as mutually agreed on a case by case basis.

2.5 ABS shall endeavor to avoid undertaking activities which may result in a conflict of interest.

3. Interpretations, Equivalents and Exemptions

- 3.1 While interpretations of the applicable instruments as well as the determination of equivalents or the acceptance of substitutes to the requirements of the applicable instruments are the prerogative of the Administration, ABS will cooperate in their establishment, as necessary.
- 3.2 Exemptions from the requirements of the applicable instruments are the prerogative of the Administration and must be approved by the Administration prior to issuance.
- 3.3 In instances where, temporarily, the requirements of an applicable instrument cannot be met under particular circumstances, the ABS surveyor will specify such measures or supplementary equipment as may be available to permit the vessel to proceed to a suitable port where permanent repairs or rectifications can be effected or replacement equipment fitted.

4. Information and Liaison

- 4.1 ABS and the Administration agree to report information at such frequency as will be agreed between ABS and the Administration as delineated in Annex 2 to this Agreement.
- 4.2 The Administration shall be granted access to all plans and documents including reports on surveys on the basis of which certificates indicated in Annex 1 are issued or endorsed by ABS.
- 4.3 The Administration will provide ABS with all necessary documentation for the purpose of ABS' provisions of statutory certification surveys and functions.
- 4.4 ABS and the Administration, recognizing the importance of technical liaison, agree to cooperate toward this end and maintain an effective dialogue.

5. Supervision

- 5.1 The Administration will be given the opportunity to satisfy itself that ABS' quality system continues to comply with the requirements of Appendix 1 of the Annex to the Assembly Resolutions A.739(18) and A.789(19).
- 5.2 The Administration may choose to recognize audits performed on ABS by another flag Administration or by an independent audit group which effectively represents the interests of the Administration, and IMO, such as the IACS Quality System Certification Scheme.
- 5.3 Should the Administration choose to conduct direct auditing of ABS, the frequency and extent of audit will be subject to mutual agreement between the Administration and ABS.

6. Other Conditions

6.1 *Remuneration*

Remuneration for statutory certification carried out by ABS on behalf of the Administration will be charged by ABS directly to the party requesting such services.

6.2 Confidentiality

- .1 Insofar as activities related to this Administration are concerned, both ABS and the Administration shall be bound by confidentiality provisions to be agreed between them.
- .2 ABS can release the status of statutory certificates, surveys and any deficiencies for certificates it issues on behalf of the Administration under this agreement.

6.3 Surveyors

Normally, all surveys and certification functions shall be carried out by Surveyors working exclusively for ABS. However, if ABS finds in exceptional and duly justified cases that its own exclusive surveyor is not available, the Society shall inform the Administration who may then nominate an exclusive surveyor of another Recognized Organization that holds an IACS QSCS certificate. All surveys and functions performed by such personnel relevant to this agreement are subject to the quality system of ABS. These provisions apply to ABS subcontractors providing support services being relevant to statutory survey and certification.

6.4 Amendments

Amendments to the Agreement and Annex 1 will become effective only after consultation and written agreement between the Administration and ABS

6.5 Governing Law and Settlement of Disputes

- .1 The Agreement shall be governed by and construed in accordance with English law. Any dispute arising in connection with this Agreement which cannot be settled by private negotiations between the parties shall be settled finally by arbitration in the English language in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in London, England
- .2 In the performance of statutory certification surveys and functions hereunder, ABS, its officers, employees and others acting on its behalf are entitled to all the protections of law and the same defenses and/or counterclaims as would be available to the Administration and its own staff surveyors or employees if the latter had conducted the statutory certification surveys and functions in question.

6.6 Legal Obligations

It is understood that ABS is a U.S. corporation and that U.S. statutes and the rules, regulations or guidelines established hereunder may be amended or changed such that ABS cannot perform some or all of its obligations under this Protocol consistent with U.S. law. Should such an amendment to or change of law occur, ABS will not be liable to the Administration or to any third person for any damages, actual or consequential, for failure to perform any of the obligations of ABS under this protocol.

6.7 *Liability*

- .1 In the context of this Agreement, if a liability is finally and definitively imposed on the State of the Administration for loss or damage which is proved in a court of law to have been caused by any negligent act or omission by ABS, its officers, employees or others who act on behalf of ABS under this Agreement, the Administration is entitled to seek from ABS compensation up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of ABS, commensurate with the proven loss.
- .2 While acting for the Administration under this Agreement ABS shall be free to create contracts direct with its clients and such contracts may contain ABS' normal contractual conditions for limiting its legal liability.

6.8 *Termination*

- .1 If this Agreement is breached by one of the parties, the other party will notify the violating party of its breach in writing to allow the notified party the opportunity to remedy the breach within 90 days, failing which the notifying party has the right to terminate the Agreement immediately.
 - .2 This Agreement may be terminated by either party by giving the other party 12 months written notice.
7. This Agreement commences on the later date of the signatures indicated below.

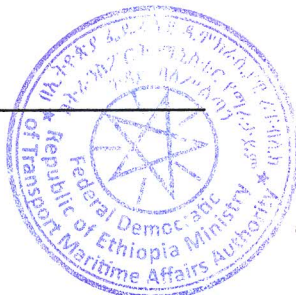
IN WITNESS WHEREOF the undersigned, duly authorized by the parties, have signed this Agreement on the dates indicated below:

For the Ministry of Transport and Communications

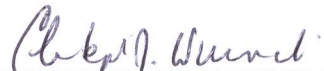


Mekonnen Abera
Director General

Date: MAY. 15, 2011



For American Bureau of Shipping



Christopher J. Wiernicki
President and Chief Operating Officer

Date: 31 March 2011

**ANNEX 1
APPLICABLE INSTRUMENTS AND DEGREE OF AUTHORIZATION**

ABS is hereby authorized as listed below to carry out statutory certification surveys and functions on behalf of the Administration with respect to vessels and mobile offshore units, registered in the Government of Federal Democratic Republic of Ethiopia and with respect to equipment that may require certification under the instruments listed below. Where the Government is not signatory to a Convention, ABS is authorized to issue Statements of Compliance on behalf of the Administration.

1	INSTRUMENT	CERTIFICATE (ISSUANCE/ENDORSEMENT)*			STABILITY REVIEW (YES, NO)	
		INITIAL	RENEWAL	ANNUAL INTERMEDIATE	EXEMPTION	REVIEW
1	SOLAS Convention 1974 and the Protocol 1988 As Amended					
1.1	Cargo Ship Safety Construction Certificate	F	F	F	L	YES
1.2	Cargo Ship Safety Equipment Certificate	F	F	F	L	N/A**
1.3	Cargo Ship Safety Radio Certificate	F	F	F	L	N/A
1.4	Passenger Ship Safety Certificate	F	F	F	L	YES
1.5	High Speed Craft Safety Certificate	F	F	F	L	YES
1.6	International Security for Ports and Ships (ISPS) Code	F	F	F	L	N/A
1.7	International Safety Management (ISM) Code	F	F	F	L	N/A
1.8	Carriage of Liquefied Gases in Bulk					
1.8.1	Certificate for Ships Built Prior to 31 October 1976	F	F	F	L	YES
1.8.2	Certificate for Ships Built On/After 31 Oct 1976 and Before 1 July 1986	F	F	F	L	YES
1.8.3	International Certificate for Ships Built On/After 1 July 1986, IGC Code	F	F	F	L	YES
1.9	Carriage in Bulk of Dangerous Chemicals					
1.9.1	Certificate for Ships Built Before 1 July 1986, BCH Code	F	F	F	L	YES
1.9.2	International Certificate for Ships Built After July 1986, IBC Code	F	F	F	L	YES
1.10	Document of Authorization for the Carriage of Grain	F	F	F	L	YES
1.11	Document of Compliance with the Special Requirements for Ships Carrying Dangerous Goods	F	F	F	L	N/A
2	MARPOL Convention 73/78					
2.1	Annex I - International Oil Pollution Prevention Certificate	F	F	F	N/A	YES
2.2	Annex II - International Pollution Prevention Certificate for the Carriage of Noxious Liquid Substances in Bulk (NLS)	F	F	F	N/A	YES
2.3	Annex III - Harmful Substances, Statement of Fact	F	F	F	N/A	N/A
2.4	Annex IV - Sewage	F	F	F	N/A	N/A
2.5	Annex VI - Air Pollution	F	F	F	N/A	N/A
3	International Regulations on Preventing Collision at Sea, 1972	F	F	F	L	N/A
4	International Convention on Tonnage Measurement of Ships, 1969	F	F	F	L	N/A
5	International Load Line Convention, 1966 and the 1988 Protocol as amended	F	F	F	L	YES
6	Anti-fouling System (AFS) Convention	F	F	F	L	N/A
7	Ballast Water Management (BWM) Convention	F	F	N/A	L	N/A
8	Mobile Offshore Drilling Unit Codes, 1979, 1989 and 2009 Editions	F	F	F	L	YES
9	Special Purpose Ship Code, as amended	F	F	F	L	YES
10	Offshore Support Vessel Guidelines, as amended	F	F	F	L	YES
11	ILO C92 and C133 - Crew Accommodation	F	F	F	L	N/A
12	ILO C152 - Lifting Appliances	F	F	F	L	N/A
12	Maritime Labour Convention, 2006	F	F	F	L	N/A

*The following types of authorizations apply as noted:

- F: Full authorization to review and approve the required plans, documents and manuals, carry out surveys and issue and/or revoke necessary interim and full term certificates.
- L: Limited Authorization to account for other special categories not covered by the above, such as case by case authorization or geographical limitations.

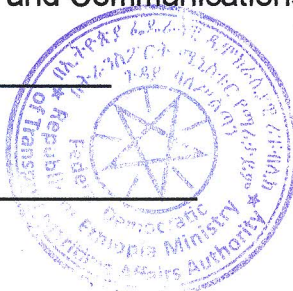
**N/A: Not Applicable.

Agreed with effect from the later of the dates indicated below.

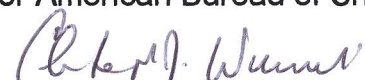
For the Ministry of Transport and Communications

For American Bureau of Shipping


Mekonnen Abera
Director General



Date: MAR. 15, 2011


Christopher J. Wiernicki
President and Chief Operating Officer
Date: 31 March 2011

ANNEX 2

REPORTING BETWEEN ADMINISTRATION AND ABS

ABS agrees to report to the Administration information pertaining to services performed pursuant to this agreement as follows:

1. Reporting in the case of general authorization, an electronic copy of each full term certificate issued under Annex 1 via ABS Safenet.
2. Reporting on classification of ships, an electronic copy of the classification certificate when a vessel enters the registry for which certificates are issued under Annex 1. A copy of any notice of withdrawal, change or cancellation of classification for such vessels via ABS Safenet.
3. Electronic access to the latest editions of ABS Rules for Building and Classing Steel Vessels and the ABS RECORD.
- 3 Reporting to the Administration in writing of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or persons on board or presenting unreasonable threat of harm to the marine environment.

The Administration agrees to notify ABS by email of the issuance of all information pertaining to services performed by ABS pursuant to this agreement.

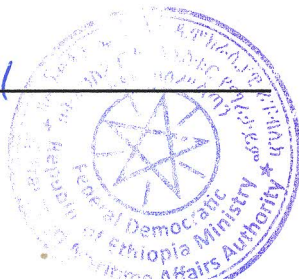
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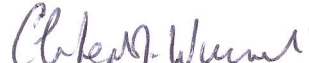


Mekonnen Abera
Director General

Date: Mar. 15, 2011



For American Bureau of Shipping



Christopher J. Wiernicki
President and Chief Operating Officer

Date: 31 March 2011

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1.1 The purpose of this Agreement is to delegate authority to perform statutory certification surveys and functions and to define the scope, terms, conditions and requirements of that delegation.

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- 5.1 The Administration will be given the opportunity to satisfy itself that ABS' quality system continues to comply with the requirements of Appendix 1 of the Annex to the Assembly Resolutions A.739(18) and A.789(19).
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6.4 *Amendments*

Amendments to the Agreement and Annex 1 will become effective only after consultation and written agreement between the Administration and ABS.

6.5 *Governing Law and Settlement of Disputes*

- .1 The Agreement shall be governed by and construed in accordance with English law. Any dispute arising in connection with this Agreement which cannot be settled by private negotiations between the parties shall be settled finally by arbitration in the English language in accordance with the Rules of Conciliation and Arbitration of the International Chamber of Commerce in London, England.
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6.6 *Legal Obligations*

It is understood that ABS is a U.S. corporation and that U.S. statutes and the rules, regulations or guidelines established hereunder may be amended or changed such that ABS cannot perform some or all of its obligations under this Protocol consistent with U.S. law. Should such an amendment to or change of law occur, ABS will not be liable to the Administration or to any third person for any damages, actual or consequential, for failure to perform any of the obligations of ABS under this protocol.

6.7 *Liability*

- .1 In the context of this Agreement, if a liability is finally and definitively imposed on the State of the Administration for loss or damage which is proved in a court of law to have been caused by any negligent act or omission by ABS, its officers, employees or others who act on behalf of ABS under this Agreement, the Administration is entitled to seek from ABS compensation up to but not exceeding the amount of financial liability as defined in the standard terms and conditions of ABS, commensurate with the proven loss.
- .2 While acting for the Administration under this Agreement ABS shall be free to create contracts direct with its clients and such contracts may contain ABS' normal contractual conditions for limiting its legal liability.

6.8 *Termination*

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 - .2 This Agreement may be terminated by either party by giving the other party 12 months written notice.
7. This Agreement commences on the later date of the signatures indicated below.

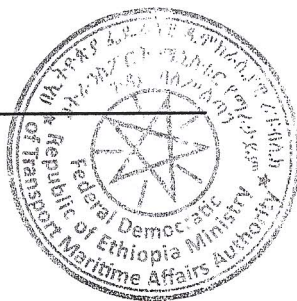
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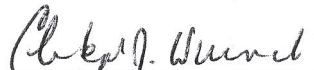


Mekonnen Abera
Director General

Date: MAY 15, 2011



For American Bureau of Shipping



Christopher J. Wiernicki
President and Chief Operating Officer

Date: 31 March 2011

**ANNEX 1
APPLICABLE INSTRUMENTS AND DEGREE OF AUTHORIZATION**

ABS is hereby authorized as listed below to carry out statutory certification surveys and functions on behalf of the Administration with respect to vessels and mobile offshore units, registered in the Government of Federal Democratic Republic of Ethiopia and with respect to equipment that may require certification under the instruments listed below. Where the Government is not signatory to a Convention, ABS is authorized to issue Statements of Compliance on behalf of the Administration.

INSTRUMENT	CERTIFICATE (ISSUANCE/ENDORSEMENT) *			STABILITY REVIEW (YES, NO)		
	INITIAL	ANNUAL INTERMEDIATE	EXEMPTION	REVIEW		
1	SOLAS Convention 1974 and the Protocol 1988 As Amended					
1.1	Cargo Ship Safety Construction Certificate	F	F	F	L	YES
1.2	Cargo Ship Safety Equipment Certificate	F	F	F	L	N/A**
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1.4	Passenger Ship Safety Certificate	F	F	F	L	YES
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1.6	International Security for Ports and Ships (ISPS) Code	F	F	F	L	N/A
1.7	International Safety Management (ISM) Code	F	F	F	L	N/A
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1.8.1	Certificate for Ships Built Prior to 31 October 1976	F	F	F	L	YES
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2	MARPOL Convention 73/78					
2.1	Annex I - International Oil Pollution Prevention Certificate	F	F	F	N/A	YES
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2.3	Annex III – Harmful Substances, Statement of Fact	F	F	F	N/A	N/A
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- L: Limited Authorization to account for other special categories not covered by the above, such as case by case authorization or geographical limitations.

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Agreed with effect from the later of the dates indicated below.

For the Ministry of Transport and Communications

For American Bureau of Shipping

Mekonnen Abera
Director General



Date: Mar. 15, 2011

Christopher J. Wiernicki
President and Chief Operating Officer
Date: 31 March 2011

ANNEX 2

REPORTING BETWEEN ADMINISTRATION AND ABS

ABS agrees to report to the Administration information pertaining to services performed pursuant to this agreement as follows:

1. Reporting in the case of general authorization, an electronic copy of each full term certificate issued under Annex 1 via ABS Safenet.
2. Reporting on classification of ships, an electronic copy of the classification certificate when a vessel enters the registry for which certificates are issued under Annex 1. A copy of any notice of withdrawal, change or cancellation of classification for such vessels via ABS Safenet.
3. Electronic access to the latest editions of ABS Rules for Building and Classing Steel Vessels and the ABS RECORD.
- 3 Reporting to the Administration in writing of cases where a ship did not in all respects remain fit to proceed to sea without danger to the ship or persons on board or presenting unreasonable threat of harm to the marine environment.

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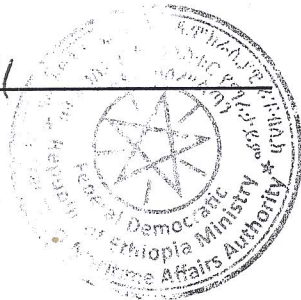
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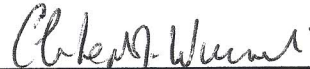


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