Navigating Decarbonisation Special

New IMO requirements present challenges for shipowners and charterers. Our experts look at a range of issues and how they can be tackled.

ALSO IN THIS ISSUE

A legal look at LNG as a marine fuel

Drill bits: Steering failure

Keep crew in mind following a serious incident

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Signals

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Don't scupper your last line of defence

The consequences of a bunker spill can be severe, causing damage to the environment and leaving the vessel facing action from the local authorities. But the condition and effectiveness of onboard containment arrangements are often overlooked.

When it comes to bunker spills, prevention is better than the cure. Robust bunkering and fuel transfer procedures, along with correctly operating high-level alarms and level gauges, should prevent a tank from ever overflowing.

However, tank overflows do sometimes occur, either through equipment failure or circumstances that lead to human error. When this happens, the last line of defence in preventing a pollution incident are save-alls and scupper plugs. Therefore, it is important to ensure that they are up to the job of containing bunkers onboard.

Common issues

Some of the more common defects that can affect these vitally important containment measures include:

Save-alls
- Missing or poorly fitted drainage plugs
- Wasted steel work or cracked welds
- Filled with debris or water that significantly reduces the capacity of the save-all

Scupper plugs and fish plates
- Seized tightening arrangements
- Perished or cracked rubber seals
- Hardened rubber seals that will not compress
- Wastage or cracks on scupper housing or on the fish plate

Regular inspections

Thorough inspections should identify any of these deficiencies. The crew can then rectify them in good time prior to the next bunkering operation.

Save-alls should also be regularly cleaned to ensure that they are free of oily residues. This is to ensure that any rainwater collected can be safely drained overboard.

By David Patterson
Loss Prevention Executive

Calling all dry bulk operators – DryBMS is coming!

A new quality standard for dry bulk vessels will be launched in 2021 – DryBMS. It's been described as "TMSA for the dry bulk market". But what is it and what does it mean to our dry bulk Members?

DryBMS is a joint initiative from Rightship and Intercargo, with input from representatives of the dry bulk industry.

This self-assessment programme sets out 30 areas of management practice within four sections: Performance, People, Plant and Processes, which are subject to four target levels. At the 'basic' level, it requires companies to meet existing legal requirements, but it also allows companies to use best practice to raise their standards by setting three further levels: 'intermediate', 'advanced' and 'excellence'.

THE FOUR SECTIONS

1. Performance

The subject areas in this section are all based around proactive Health, Safety, Security and Environment (HSSE) culture and the objectives within your company. Examples include:

- Your company's commitment to HSSE
- HSSE objectives and key performance indicators (KPIs)
- Safety management system (SMS) governing documents
- Audit planning, review and close out

2. People

These subject areas are centred around a proactive human resources (HR) policy.

Questions concern aspects such as the selection criteria for both seagoing and office staff, recruitment methods and training standards. Importantly it also includes crew welfare.

3. Plant

As the name would suggest, this section is all about the vessel's equipment, its maintenance and ensuring it is fit for purpose. Subject areas include dry docking surveys, critical equipment and planned maintenance.

4. Process

This covers the "how we get things done safely" aspect. Subjects include safety culture improvements, cyber security and emergency planning as well as the more day-to-day tasks like mooring, cargo operations, ballasting and bridge procedures.

Target levels

DryBMS is based on a self-assessment; review each subject area against the set target level and gather evidence to show you are meeting the target level

Basic

This is meeting the minimum standards required to trade as laid out by the vessel's Flag State and Classification Society. The company must set some HSSE goals and refer to all relevant industry guidelines and accepted normal best practice.

Intermediate

Your company meets all the 'basic' level requirements but also follows a continuous improvement process as well as formalising in your procedures non-mandatory best practice. You prove you go beyond basic requirements to manage risk.

Advanced

You meet the 'intermediate' level and can show your continuous improvement process isn't just in place but operates effectively. You look ahead and adopt upcoming legislation and guidelines earlier than required. You also use tools to manage the KPIs you set with regard to HSSE and other emerging risks.

Excellence

You meet all the 'advanced' level items and you collect and analyse leading indicators and assess emerging risks. Importantly, you show you have a system in place for acting on and correctly closing-out issues from HSSE risks.

Assess yourself

So, what if I can't meet the highest target level, does this mean I am a bad operator?

NO! Importantly you must understand it is YOU that sets the target level, not the owners of the standard. These levels are not set to say that all operators must reach the 'excellence' target level; that is not the point of the levels.

As with TMSA, where tanker operators decide which level is best for them and their business, many do not choose the very top level. DryBMS allows the operator to select the level they want to achieve. Management should decide on the target based on the needs of their charterers, trades and fleet.

Once the target level has been set by the participating company, it is important that the project is driven by the company's senior management. But that doesn't mean one person needs to do everything! Spread the review to the relevant subject area department, e.g. your HR department can take ownership of the 'people' section.

The standards include the expectations, targets and even suggested evidence. Of course, this is suggested evidence and not an absolute list.

Once your teams have gathered their evidence, you can record your findings across the sectors and score yourself for each subject area on the online self-assessment form. You may not always need to upload your evidence - just outline the evidence you found and how it shows you meet the criteria for the target you set.

Scoring

Scores for each stage are based on the following:

- This level is not met: 0%
- This level has substantial opportunities for improvement: 25%
- This level is partially met: 50%
- This level is substantially met: 75%
- This level is fully met: 100%

The percentages for each stage are totalled and divided by 100 to give a score out of four.

Scoring will be recorded on your online dashboard, which you may allow third parties, such as charterers, to access.

By John Southam
Loss Prevention Executive

FIND OUT MORE

Click here to view the draft standards on the DryBMS website

DryBMS FAQs

Will DryBMS survey the vessels and / or verify the evidence independently?

Currently there are no plans to do this, this is purely a self-assessment process. Of course, the standard cannot control what charterers may wish to do in the future with regard surveys or verification.

What stops operators scoring themselves top marks even if they don't deserve it?

Nothing – this is based on trust. However, it is imagined that any misrepresentation will be short-lived. If charterers take on a vessel on the understanding it is operating in the "EXCELLENCE" category, and issues with cargoes or indeed safety arise, questions will be asked.

DryBMS say this will be a case of "only lying to yourself." One of the clear advantages to the system is to allow an operator the chance to see where improvements can be made in the company. All safety records plateau at some point, DryBMS may allow you to focus on where further improvements can be made, both with safety and efficiency, to start improvements again.

It sounds a big job! Where can I start?

DryBMS has set out 17 priority subject areas across three sectors. These are all safety-critical items and should therefore be tackled first. Perhaps look at these now and start thinking about your evidence.

Is it easier to get a third party to do this for me?

DryBMS do not believe so. Those that have reviewed the standard and subject areas agree that, on the whole, they already have these things in place; it is about setting a target and evidencing that you have met it. Whilst this may take time, it should not require paying third party providers to do this. It should also be a learning process for the company's employees, where they take ownership of their roles within their department.

Is this another thing we are being forced to do?

No, DryBMS is voluntary! However, if the take-up is good from the industry, charterers may think more deeply about who they charter, based on safety standards as well as cost. Therefore, those that are reluctant, may need to get involved.

Risks arising when issuing bills at the discharge port

Since the start of the Covid-19 pandemic, shipowners and carriers have faced an increase in requests to issue bills of lading at the discharge port.

Such requests by charterers introduce risks which need to be understood to limit exposure to cargo claims and delays.

Place of issue

Customary practice is that a bill of lading is issued and released to the shipper at the load port, either by the Master or by the shipper or charterers (or their appointed agent) in accordance with the Master's Letter of Authority. The shipper then presents one original bill of lading to their bank to receive payment. Once payment is made, the bank releases it to the receiver.

Although the place of loading must be named on the bill of lading, it is not essential that a bill is issued at the load port. If the place of issue is not the load port, the place of issue is still important as it affects the compulsory application of the Hague, Hague-Visby or Hamburg Rules in the contract of carriage.

Risks with issuing bills at the discharge port

While it is not unusual for bills of lading to be issued in places other than the load port, caution should be exercised when the place of issue is the discharge port.

This is because the agent at the discharge port is often appointed by the cargo receiver. So by agreeing to authorise the charterer's agent to issue the bills of lading at the discharge port, the carrier may inadvertently bypass the shipper and facilitate the unauthorised release of the original bill of lading to the cargo receivers before they have paid the shipper for the goods. They might also be preventing endorsement of the bill of lading by the shipper to allow lawful transfer of rights under the document to a new holder.

The reason behind the recent increase in such requests is the delayed arrival of the original bill at the discharge port due to alleged disruption in courier services. However, there is a risk that this practice may be exploited to gain access to the goods without paying for them.

Mis-delivery and claims for delays

As a consequence of this practice, shipowners and carriers have found themselves drawn into acrimonious disputes between the cargo sellers and receivers.

In one such case, the owner agreed to charterer's request that the receiver's agent issue the bills of lading. The agent then released the bills of lading to the cargo receivers and discharge commenced against presentation of that bill of lading. When the shipper became aware, they applied to the local court to stop delivery of the cargo as the receivers had yet to pay for the cargo.

The vessel was detained for a month at the discharge port while the local court considered the unpaid shipper's application. In addition, the lack of proper endorsement of a bill of lading issued in these circumstances can result in the carrier losing legal protection against a mis-delivery claim. Under English law this risk exists for both straight and 'to order' bills of lading.

Making reasonable enquiries

A shipowner or carrier who is considering such a request by the charterer should firstly make enquiries to ensure the shipper is aware and has approved the issuance of the bills of lading at the discharge port.

Actions by the shipowner or carrier can include:

- Seek confirmation that the shipper is aware and authorises both the issuance and release of the bill of lading at discharging port.
- Ask the charterer for the details of the agent at the discharge port and find out if this agent is in fact the receiver's agent. It is this agent that is most likely to expose a carrier to a claim from an unpaid shipper by short circuiting the process and authorising issue of a bill of lading to the receiver directly.
- It may be necessary to appoint a separate agent to issue the bills of lading on the owner's behalf at the discharge port, preferably in consultation with the shipper.
- The shipper should provide a Letter of Authorisation, confirming in writing that a named agent at the discharge port is authorised to issue and release the original bills of lading.
- If the shipper's agent is the same as the receiver's agent, then the shippers should clearly state that they are aware of this conflict.
- The Master's Letter of Authorisation to the charterer's agent to issue the bill of lading on their behalf should clarify that the bills be issued to the shipper or their nominated agent as per the shipper's Letter of Authorisation.
- An implied and/or express indemnity against the charterer under the Master's Letter of Authority may not be preserved if the owner does not first seek to satisfy themselves of the shipper's knowledge.
- If a straight bill of lading or a bill of lading specifying the consignee as merely "to order" is to be issued, arrangements still need to be made for the shipper to endorse the bill of lading (either in blank or to a named consignee) after it has been issued.

By Maria Psaroudaki
Deputy Director (Claims)

FIND OUT MORE

If you receive such instructions from your counterparts or would like to see examples of a Letter of Authorisation, speak to your usual contact at the Club.

Looking straight at the angle of repose

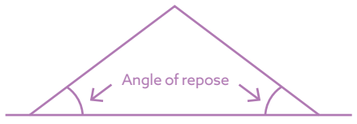
Non-cohesive bulk cargoes pose a risk of shifting, so it's important that these cargoes are properly declared.

In a recent case, a shipper incorrectly declared an angle of repose for a cargo of granulated pig iron, effectively declaring a cohesive cargo as non-cohesive. Because of the risk of shifting in transit, non-cohesive cargoes are subject to additional requirements under the IMSBC Code.

Cracking the Code

Firstly, it's important to understand the definitions provided in the IMSBC Code.

- Angle of repose means the maximum slope angle of non-cohesive (i.e. free-flowing) granular material. It is measured as the angle between a horizontal plane and the cone slope of such material.



- Cohesive material means materials other than non-cohesive materials.
- Non-cohesive material means dry materials that readily shift due to sliding during transport, as listed in Appendix 3 of the Code.

The cargo in question was declared by the shipper under the Bulk Cargo Shipping Name (BCSN) 'IRON SMELTING BY-PRODUCTS', the schedule of which states 'not applicable' for the angle of repose.

But the shipper contradicted this by including an angle of repose on the declaration, therefore declaring the cargo to be non-cohesive (free-flowing). However, due to the highly irregular, non-rounded shape of the granules, the cargo was in fact cohesive, and it would not free flow.

Identifying a non-cohesive cargo

Appendix 3 of the Code lists a number of cargoes which are non-cohesive when dry. Each individual schedule of the cargoes listed in this section will state an angle of repose in the physical properties table and the trimming requirements in the loading section. Cargoes not listed in this section, but exhibit properties of non-cohesive material are subject to the same trimming requirements as non-cohesive cargoes.

Safe carriage

To allow their safe carriage at sea, non-cohesive cargoes are required to be suitably trimmed in accordance with section 5 of the Code. The level of trimming required is dictated by the cargo's angle of repose. The lower the angle of repose, the more level the stow will be required to be trimmed.

The unevenness of cargoes with an angle of repose greater than 35° is not to exceed 10% of the vessel's beam with a maximum height of 2 metres. For cargoes with an angle of response greater than 30° to 35° this allowance is 10% of the vessel's beam, however the maximum height is reduced to 1.5 metres. An alternative to these trimming requirements is to load the cargo using trimming equipment approved by the country's competent authority.

Grain regulations

Cargoes with an angle of repose less than or equal to 30° can free flow like a grain cargo. For this reason, the Code requires these cargoes to be carried in accordance with the International Grain Code in addition to the requirements of the IMSBC Code.

Some examples of these cargoes are AMMONIUM NITRATE, GRAIN SCREENING PELLETS and UREA. As well as complying with the grain regulations, the IMSBC Code requires the bulk density of the cargo to be taken into account when determining the securing arrangements for the cargo and also the influence of free surface effect on the vessel's stability.

Checking the angle of repose

The angle of repose stated on the shipper's declaration should be determined using a 'tilting box test'. The details of this testing procedure can be found in Appendix 2 of the Code, which also provides an alternative testing method if a tilting box is not available. A check can be also be performed by the Master, as the only equipment required is a horizontal table that is free from vibration, a sheet of rough-textured paper, a protractor, and a 3-litre conical flask. This can prove an effective tool to ensure the cargo being loaded matches the angle of repose stated on the shipper's declaration.

By David Patterson
Loss Prevention Executive

FIND OUT MORE

For more information, or if you have any questions on the carriage requirements of non-cohesive cargoes, please speak to your usual contact at the Club.

A Smart Choice: a new court judgment about intercepting freight

The UK High Court has issued an important judgment clarifying that ordinarily an owner is not liable to pay damages to a charterer if it collects freight due under its bills of lading even where no sums are due under a time charterparty.

The case arose in the context of the total loss of the laden capesize bulk carrier Smart in August 2013 whilst entered with North following a grounding at Richards Bay in South Africa.

Background

Owners had issued bills of lading marked that freight was payable "as per charter party". At the time, the ship was on time charter on the NYPE form, meaning that Owners had authorised Charterers to collect freight due under bills of lading. Those time charterers had sub-voyage chartered the ship.

Following the grounding, Owners issued notices to cargo interests and voyage charterers seeking direct payment of unpaid freight due under those bills of lading. Despite these notices being sent, voyage charterers failed to pay most of the freight outstanding and subsequently became insolvent, leading to the loss of about US$1.3 million in freight. The judgment concerns liability for that unrecoverable freight.

Although, as the Judge records in his judgment, a London arbitration tribunal found there were shortcomings in the running of the port, Owners' unsafe port claim did not succeed due to negligence on the part of the Master leading up to the grounding. Charterers argued in the arbitration that they were entitled to damages representing the loss of freight on the basis of an implied term in the charterparty to the effect that Owners would not revoke their authority to collect freight from the voyage charterers unless hire and/or other sums were due under the time charterparty. The Tribunal upheld that claim even though it also found that there were in fact sums due under the time charterparty at the time the notices were served, namely about US$400,000 in respect of bunkers consumed during the charter service prior to the grounding.

Implied term

The justification for the Tribunal's decision was a statement of law at paragraphs 30.69-30.70 of the current edition of the text book *Time Charters*, which states that, under the terms of the NYPE form and similar, there is an implied obligation on an owner to allow the charterer to collect freight. Only if the time charterers default, does the implied term cease to apply such that an owner is free to collect any freight owed to them. This statement of law is said to be based on non-binding observations made by the Court of Appeal in *The Bulk Chile* in 2013.

After carefully reviewing previous authorities and considering a number of different formulations for the implied term put forward by Charterers, Mr Justice Butcher concluded that an owner has an unfettered right to collect bill of lading freight under its bills of lading. Where that owner has time chartered the ship, the owner retains a right to countermand the authority granted to a time charterer to collect bill of lading freight on the owner's behalf, and this right is not conditional on any default by a charterer. If an owner does intervene to collect bill of lading freight whilst the ship is on time charter, then he will generally have a duty to account to a time charterer for any amount which he receives over and above that which is due under the time charter.

So far this was a restatement of fairly orthodox law. The Judge then went on to conclude, contrary to what is said in the current edition of Time Charters, that there is no basis to imply a term of the sort found by the Tribunal or contended for by Charterers. The Judge reached this conclusion by applying the usual test to justify the implication of terms into a contact and because the longstanding "intercept and then account for any surplus" mechanism was sufficient to protect time charterers. The Judge said it was preferable that it be clear to all in the market that a shipowner is ordinarily entitled to collect bill of lading freight under its bills of lading without restriction.

Interference with employment

The Judge rejected an argument made by Charterers that, in accordance with the decision of the Court of Appeal in the 1970s in *The Nanfri*, a restriction on an owner's ability to collect freight was necessary to ensure a time charterer can, relying on Clause 8 of the NYPE form, enjoy the full benefit of the ship's earnings in return for payment of hire.

In *The Nanfri*, the time charterer had significantly interfered with the charterer's ability to use the vessel in the grain and steel trade by refusing to sign or authorise freight prepaid bills of lading. However, the unfettered right of a shipowner to collect its own freight under its own bill of lading, coupled with an obligation to account for any surplus collected above sums due under the time charter, does not deprive the charterer of the benefit of the vessel's earning capacity.

Conclusion

The award was set aside insofar as it awarded Charterers damages for breach of an implied term not to collect freight.

Comment

This judgment provides welcome clarity for the industry by confirming that an owner is under no restriction in its ability to collect freight due under its bills of lading, even in the absence of a default by its time charterer (unless there is an express provision to the contrary). The obligation to account for any sums collected over and above any sums due under a time charter is sufficient protection to ensure that a rogue owner cannot retain both freight and time charter hire.

An owner's right to collect freight under its own bills of lading, which was the subject of this judgment, should not be confused with the alternative self-help remedy that a shipowner may have in exercising a lien on sub-freights. Although similar in effect, a lien on sub-freight or sub-hire is a very different legal remedy.

Nonetheless, there is now an interesting contrast between such lien rights and an owner's right to collect bill of lading freight in that, as observed by Butcher J, there should be no debate in the future as to whether an owner is entitled to collect unpaid freight under an owner's bill of lading, whereas there are often disputes between owners and charterers as to the effectiveness of a lien exercised over sub-freights, meaning that sub-charterers and others often feel they have no choice but to either place the funds into escrow or to seek "interpleader relief" from a court.

By David Richards
Director (Claims)

FIND OUT MORE

Read the full judgment here:

Alpha Marine Corp v Minmetals Logistics Zhejiang Co Ltd (MV Smart)

IMO's carbon reductions push power limits down

As part of the IMO's short term measures to reduce greenhouse gas emissions, the Energy Efficiency Existing Ship Index (EEXI) will come into force in 2023.

Shaft power limitation (SHaPoLi) or engine power limitation (EPL) is likely to be a popular choice for many shipowners to meet the EEXI requirements. It is a relatively simple and cost-effective solution and should cause minimal disruption to the vessel's operation.

At MEPC 76 in June 2021, a resolution was adopted that provides guidelines on compliance with the EEXI requirements and the use of a power reserve in limitation devices. Shipowners should be aware of these recent developments and how it affects power limitation arrangements.

Overridable power limits

Both SHaPoLi and EPL systems are non-permanent, tamper-proof, and approved, verified methods of power limitation. The former applies a limit to the maximum shaft power and the latter to the engine power.

A power reserve sits above the maximum power limitation and is only to be used in the interests of safety or saving life at sea. It can only be overridden by the Master or officer in charge of the navigational watch from the bridge without the need for entry into a machinery space (if possible).

The use of the power reserve must provide an alert and be properly recorded in the vessel's Onboard Management Manual (OMM). The vessel's Flag State (or recognised organisation acting on Flag State's behalf) and the competent authority of the relevant port of destination are to be notified without delay.

Impact on power and safety

A key parameter used to calculate EEXI is the maximum engine power (P_{ME}), which is a percentage of the engine's MCR – maximum continuous rating.

For overridable systems, the P_{ME} will be the lower of:

- 83% of the limited installed power (MCRlim); or
- 75% of the original installed power (MCR)

Remember, classification societies may have certain rules regarding engine and shaft power limitation (e.g. ice class vessels), so always carry out any modifications in full consultation with Class.

For permanently derated main engines with non-overridable power limits, we understand P_{ME} will be 75% of the new de-rated MCR. Always seek confirmation with Class and check for any NOx recertification requirements that apply to non-overridable arrangements.

Challenges ahead

Ships without acceptable documented proof of their speed ~ power curve from sea trials or model tests may have their reference speed (V_{REF} in the EEXI equation) determined by a statistical method which imposes a penalty of 5% of speed or 1 knot, whichever is greater. In some cases, this may result in more stringent requirements than the EEDI framework for new ships.

Vessel employment and charterparty issues

Shipowners and operators should consider the effect that power limitation will have on their current and future trading patterns and whether additional or alternative energy saving devices or arrangements will be required to achieve the EEXI requirements.

Furthermore, they should consider the impact of fouling or weather on power margins.

Therefore, we urge our Members to act now and commence EEXI benchmarking of their fleet as soon as possible. This will allow an owner to understand what modifications or changes need to be made to achieve the EEXI requirements when they enter into force in 2023.

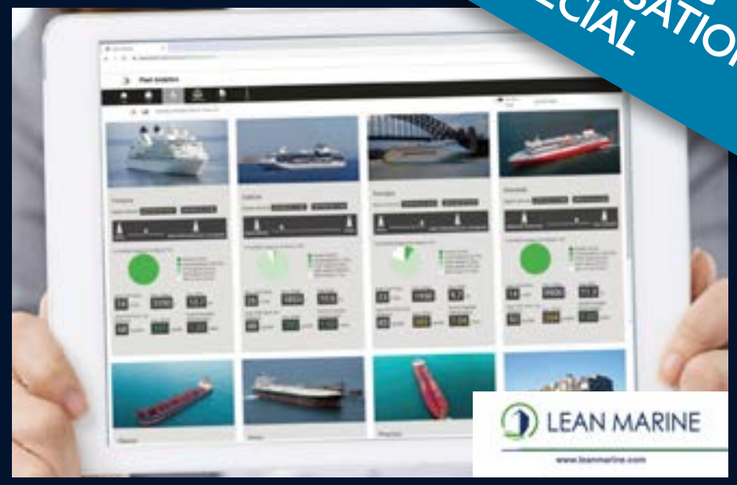
This will also help with addressing any potential future charterparty issues. For example, power limitation could impact speed and performance and vessel description warranties; therefore, these will require careful review.

Time charters that span 2023 and beyond may need careful consideration and require re-negotiation and perhaps address matters such as who is responsible for the costs and time involved in carrying out any modifications.

Charterers need to understand their rights and remedies if an owner fails to meet the EEXI requirements or maintain an International Energy Efficiency Certificate (IEEC).

The earlier this process is started and discussions between owners and charterers take place, the better!

Shipowners and operators should consider the effect power limitation will have on their current and future trading patterns and whether additional or alternative energy saving devices or arrangements will be required to achieve the EEXI requirements



Electronic power limitation systems: Q&A with Lean Marine

To find out more about a specific electronic power limitation system, we asked Lean Marine, maritime experts specialising in designing and manufacturing automated fuel-saving, performance management and reporting solutions for vessels.

Q Have you seen an increase in enquiries from shipowners preparing their vessels for the EEXI statutory requirements?

A Yes, indeed! Shipowners, operators, and charterers are requesting more information on our propulsion optimisation system FuelOpt™ and how it can help them comply with EEXI requirements.

Fuel efficiency, resulting in emissions reduction, is a top priority for all of them and vessel efficiency enables them to achieve green shipping targets whilst remaining competitive.

Q What advantages does your system give for power limitation over limiting via the governor or other fixed engine derating measures?

A In addition to being compliant with the SHaPoLi requirements, our propulsion automation system dynamically optimises a vessel's propulsion line in real-time by making sure that the engine and propeller operate at optimal conditions based on the commands or limitations set.

It doesn't require any modification to existing machinery and can be overridden in an emergency, thereby enabling access to the engine's power reserve. The same measures can be applied over an entire fleet, regardless of make and model of engines or propulsion control systems.

Q How else can you use the system data?

A Data generated by FuelOpt™ and any information collected from other sources is integrated into the smart cloud-based performance management and reporting system, Fleet Analytics™.

As well as providing voyage reports and data for CO2 emission reporting requirements (e.g. EU MRV and IMO-DCS), Fleet Analytics satisfies the EEXI regulation which says that shaft power data must be logged and prove compliance. It also provides aggregated fleet views, status insights and allows in-depth analysis for onboard and ashore personnel for voyage and operational optimisation.

The combination of FuelOpt™ and Fleet Analytics™ can also assist a shipping company in its efforts to continuously improve its operation carbon intensity to comply with the IMO Carbon Intensity Indicator (CII) rating scheme.

Q What is the return of investment (ROI) of your FuelOpt system based on fuel consumption savings?

A Most customers are seeing an ROI in less than one year, however some of the larger ferries are reporting less than three months.

By Mark Smith
Loss Prevention Executive

A legal look at LNG as a marine fuel

The number of LNG-fuelled vessels is expected to increase in the coming years. Marcus Dodds of Watson Farley and Williams tells us what he thinks an LNG future holds from a legal perspective.

Liquefied natural gas (LNG) as a marine fuel has already been adopted by a number of operators for its very low sulphur properties. But it's also been identified by some as a viable interim solution to reducing greenhouse gas emissions, at least until future fuels are developed further.

The LNG marine fuel infrastructure remains nascent, and quantity or quality disputes or claims have not yet materialised. But this may change as popularity increases and perhaps less diligent suppliers enter the bunker market.

Q&A with Marcus Dodds of WFW

Q What sort of bunker quality disputes and issues do you expect to see for LNG fuelled vessels?

A In terms of quality, I think that the most obvious issue will be sediment inclusion (by way of suspension) in the LNG transfer.

This could be an issue for either of the main types of dual fuel engines, perhaps more so the ME-GI type (Diesel cycle) engines as they inject the fuel mix at high pressure and the issue could manifest at the injectors. A practical means of combatting this can be the use of fine mesh strainers in the transfer pipework and good housekeeping in respect of the liquid phase pipes and fuel tanks on the LNG-fuelled vessel post-build and after maintenance.

The simple contractual means of addressing this (assuming equal bargaining power) would be for the owner to require the charterer to procure that the bunkering vessels use these strainers at time of transfer; which can be done by a broad requirement that the charterer shall deliver product that is free of particulate inclusion or a more specific requirement that it meets cleanliness standards required by the receiving vessel's fuel gas systems. Although perhaps in time there will be a preference for an owner of a receiving vessel to equip the same with its own strainers, to ensure that their condition and mesh size suits their requirements.

Otherwise, with X-DF type (Otto cycle) engines, by design they protect themselves if issues develop in gas mode by increasing the quantity of pilot fuel injected or switching over to 'fuel oil' mode. So, issues may arise if there is an adverse fuel price differential between LNG and fuel oil, or where the charterer's environmental compliance strategy or ambition is predicated on the use of LNG. It will probably only be in very rare circumstances that issues with inadequate Methane Number may arise.

Provisions should be considered that address the possibility of extended periods of idleness, as, depending on the LNG containment system, there will be a long-term effect on the quality of the LNG liquid as a consequence of boil-off.

Q What contractual disputes are you anticipating?

A My own expectation, basis the contracts that I have worked on but where the ships have not been delivered yet, is that we might see some over-consumption claims when operating in LNG mode.

The main reason being that some owners have not sufficiently recognised the differing characteristics of LNG versus fuel oils. By failing to recognise that whereas the range of calorific values of fuel oils is now narrower than ever (as the sulphur content is so limited), that same range of values for LNG is by comparison quite broad. This situation can be exacerbated by accepting the typical shipyard approach of valuing the calorific benefit of LNG as if it is pure methane.

If entering a time-charter with performance warranties lifted straight from the ship-building contract, then negotiating a review period post-delivery would be a key consideration. Such a review could then permit some adjustment of the warranties to reflect the actual performance of the ship. Bear in mind that sea trials before delivery will most likely be in 'fuel oil' mode and in light condition.

I suspect that we will also see issues arise where the owner or master is concerned about the risk of 'rollover'. This concern could arise (rightly or wrongly) when the quantity of remnant LNG in a fuel tank is too large and the density of the fresh stem is too heavy by comparison to permit its loading for fear of the risk of rollover.

The parameters of rollover are well understood in the context of shoreside tank storage, but less so on-board ships which means that the same are hard to define contractually. As such, for the purpose of a time charter, and the circumstances where the owner should be entitled to refuse a stem, rather unsatisfactory terms such as "reasonableness" are used.

In the context of a large container ship using a single membrane (or other atmospheric) type of LNG fuel tank, this could create quite an operational hurdle, assuming that the vessel has neither the equipment nor instrumentation to manage the rollover risk. Given the liner nature of the trade, the issue may be avoided by careful planning, but it could impact on the ability to re-deploy the ship on other lines.

Allocation of risk and responsibility for bunker transfer operations would be a concern, particularly if the charterer is negotiating a right for its and/or the bunker vessel's personnel to have a right to supervise and/or intervene.

Arrangements for and after scheduled dockings (including allocation of time and costs in preparation) should also be considered, such as to ensure that (if required) all LNG onboard can be consumed or transferred ahead of arrival at the yard and, thereafter, addressing the gassing-up and cool-down time and costs.

In general, there is a need to resist attempts to borrow contractual performance methodologies from LNG carrier charters. As for the most part these are not reflective of the reality of LNG-fuelled vessel operations and to the extent that they are inappropriate this is usually detrimental to an owner.

Q How about bunker supply contracts?

A The liability regimes under bunker contracts have tended to borrow from the LNG master sales and purchase agreement (MSPA) terms. This is because many suppliers source LNG under such terms and therefore look to keep back-to-back arrangements.

Typically, these contracts have exclusions for 'consequential loss' provisions that cover direct and indirect loss. However, the former is usually limited to types of loss that reflect earnings and profit, whereas in-chartering another bunker vessel might be better characterised, type wise, as a loss of use.

So, I expect that these sorts of incidents may throw-up some interesting issues, at least where fault-based liability regimes are concerned; noting that, typically, personnel are covered by knock-for-knock arrangements.

Q If you were ordering an LNG-fuelled vessel what should you look out for?

A A basic point, but a holistic approach is needed when selecting the characteristics of the fuel tanks, engines, and fuel handling systems.

Ensure you have people with LNG experience providing oversight of the relevant aspects of the design and construction. This includes not just the LNG fuel tanks, engines, fuel transfer and fuel handling systems, but also all the aspects that feed into compatibility with LNG bunker vessels and the safety and practicality of the design and location of the LNG bunker transfer stations. Consider casualty management beyond the ambit of acceptable design risk assessment, such as the ability to transfer LNG from the fuel tanks to receiving facilities or between fuel tanks.

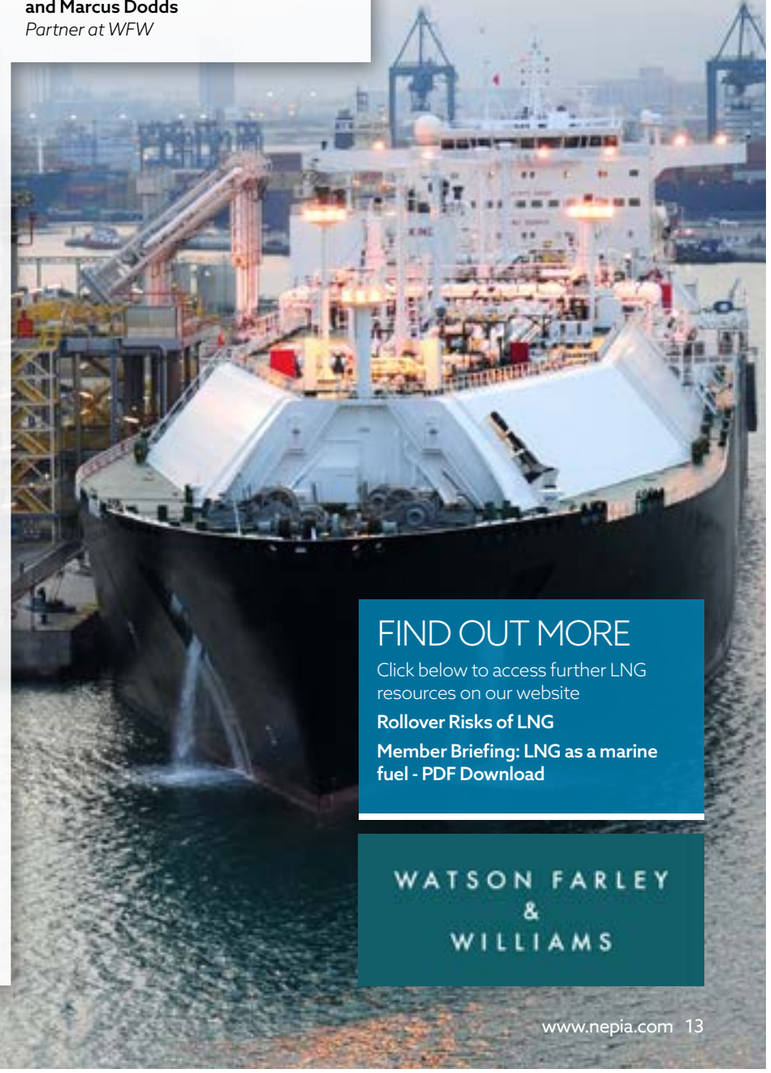
If the yard does not have a significant track record of LNG specific newbuildings, then additional caution and level of oversight would be applied. In my experience it's all too easy for, say, non-cryogenic materials to slip through. Choosing a classification society with the LNG relevant experience at both office and site attendance levels is also a priority.

Think about future-proofing the vessel, such as in terms of readiness for the use of other fuels and ensuring flexibility to deploy on different liner trades, such as fuel tank capacities for LNG and conventional fuels.

To the extent that a charterer may have rights to modify the design during construction, ensure that it is not merely the knock-on CAPEX impact that is addressed in the associated charter, but also the OPEX impact and any technology related risks to the reliability of the ship in service.

Looking ahead to delivery, then I would add the need to secure the availability and retention of engineers and superintendents with relevant LNG experience (rather than merely training). Their experience will be critical until it is grown organically.

By Mark Smith
Loss Prevention Executive
and Marcus Dodds
Partner at WFW



FIND OUT MORE

Click below to access further LNG resources on our website

Rollover Risks of LNG

Member Briefing: LNG as a marine fuel - PDF Download

WATSON FARLEY & WILLIAMS

Understanding the EU-ETS

The European Union's carbon trading scheme is expected to include shipping from 2023.

The EU's Emissions Trading Scheme (EU-ETS) is the world's largest carbon-trading scheme and operates in all EU countries and Iceland, Liechtenstein, and Norway. Starting in 2005, the scheme focused on the power sector and manufacturing industry. But in 2019, the European Commission (EC) announced its new European Green Deal which confirmed the inclusion of maritime transport into the EU-ETS.

On 14 July 2021, the European Commission set out a package of proposals, including its proposal in respect of the EU-ETS, which provides for the inclusion of shipping under the EU-ETS from 2023. The scheme is expected to apply to emissions from vessels 5,000GT and greater performing voyages with the purpose of transporting passengers or cargo for commercial purposes and includes ballast voyages.

The scheme applies to emissions as follows:

- Half of the emissions from ships performing voyages arriving at an EU port from a non-EU port
- Half of the emissions from ships performing voyages departing from an EU port and arriving at a non-EU port
- Emissions from ships performing voyages between EU ports
- Emissions at berth in an EU port

Carbon trading

The EU-ETS works on the 'cap and trade' principle. A cap is set on the total amount of greenhouse gases allowed to be emitted, which is reduced over time so that total emissions fall.

Carbon credits, called 'EU Allowances' (EUA), are purchased, with some allocated for free, which can then be traded on the carbon market as needed. The limit on the total number of allowances available is controlled to ensure they have a value.

In its current form, the EU-ETS puts a price on every ton of CO_2 emitted, which is determined by the market. This is intended to act as an incentive for installations and transporters to reduce their carbon emissions, as they can sell their surplus allowances.

Every year, each emitter will surrender the required number of EUA to cover its emissions. If they have any left over, they can keep them for future use or sell them on the carbon market. A failure to surrender the required allowances can lead to heavy financial penalties and, in the event of failure to surrender sufficient allowances for two or more consecutive periods, potential expulsion from EU ports.

Under the EU plan, shipping will be added to the EU-ETS on a gradual basis from 2023, when shipowners must surrender enough EUA to cover 20% of their emissions. This is expected to rise to 45% in 2024 and 70% in 2025. From 2026, shipowners will need to surrender EUA to cover 100% of their emissions under the scheme.

Calculating emissions

The EU Monitoring, Reporting and Verification (EU-MRV) system for ships trading internationally to and from the EU is already in place and is expected to be used as the basis for calculating emissions that will fall under the EU-ETS.

> Shipowners and charterers should review their contractual arrangements in good time prior to implementation of the EU-ETS to shipping.

Industry concerns

A number of industry bodies and countries have voiced concerns at the inclusion of shipping into the EU-ETS, primarily citing a preference for a global solution and how a regional scheme could undermine the IMO's efforts on decarbonisation as well increasing the vessel's administrative burden. To try and address this concern, a review clause has been included to ensure that the effectiveness and practical application is reviewed after a certain number of years.

Commercial risks and liabilities

Shipowners and charterers should review their contractual arrangements in good time prior to implementation of the EU-ETS to shipping.

Compliance with the EU-ETS will, in the first instance, be the responsibility of the 'shipping company', which the EU defines as "the shipowner or any other organisation or person, such as the manager or bareboat charterer, that has assumed the responsibility for the operation of the ship from the shipowner" in accordance with the ISM Code.

However, given that it will be due to the charterer's trade of the vessel that will result in the shipowner's liability under the EU-ETS, inclusion of a suitable clause in the charter party will be necessary to pass the liability down to charterers.

If shipowners wish to pass the liability down per voyage, rather than claiming at the time their liability has been verified and becomes due under the EU-ETS (by latest April of the following year), while the emissions can be calculated by reference to the EU-MRV emission equation, a mechanism will need to be included in the charter party clause to ascertain the EUA price at the relevant time.

Members with FD&D cover should approach their usual contact to discuss further.

By Alvin Forster
Loss Prevention Executive

and Helen Barden
Senior Solicitor (FD&D)

FIND OUT MORE

Click here to visit our dedicated 'Navigating Decarbonisation' expertise area.

Drill Bits: Steering failure

Next in our 'Drill Bits' series – where we help you get the most out of your drills - we look at emergency steering drills.

Another drill that perhaps doesn't get enough thought or attention is emergency steering.

There may be a temptation to rush it through, perhaps performing a quick test then signing it off. But understanding the emergency steering system and knowing its correct use could prove critical. It relies not only on good knowledge of the system, but on teamwork and communications.

We look at the 'drill bits' that when brought together allows you to perform more effective and realistic drills, where everyone has a better appreciation of each other's roles and responsibilities.

PREPARATION

As always, complete a full risk assessment beforehand to make sure it is safe to conduct the drill.

The risk assessment should include aspects such as weather conditions, identifying an appropriate speed and whether the vessel is in open waters with a suitably low level of traffic in the vicinity.

Confirm the operational status of all related equipment and that maintenance is up to date.

Engines may require to be put on standby and ready for manoeuvring.

Split the crew into two teams: one team will locate to the bridge and the other to the steering gear flat/compartment. The two teams should rotate once they have completed their first session to ensure everyone gets an appreciation of the tasks in each location.

There should of course be a responsible officer running each aspect of the drill and each team should have at least one qualified helmsman.

Remember, the steering flat can be noisy so make sure ear protection is available. Due to the noise it may be better to conduct some of the instruction from outside the steering flat.

STEERING GEAR TEAM

Location: Steering Flat

Group leader: Chief Engineer

Learning points

- Explain the steering gear and the emergency steering arrangements: what type it is, its main components, main and emergency power/energy sources, local and remote steering controls, telemotor and how it works in both normal and emergency operation.
- Locate and discuss the posted instructions on how to engage the emergency steering.
- Locate the emergency steering position for the helmsman.
- Locate and explain all the emergency communications arrangements between the bridge and steering flat.
- Establish communications with the bridge - thoroughly test all means of communications.
- Locate and explain the compass/gyro repeater that will be used during steering from the helm position.
- Check the condition of the gyro repeater - is the liquid clear and free from bubbles and debris? Is the card freely moving?
- Demonstrate the procedure for checking the gyro repeaters are aligned with the bridge repeaters and master gyros - ensure that there are no significant deviations.
- Inform the bridge team you are ready to test the emergency steering and await their instructions before changing over.
- The Chief Engineer should demonstrate how to safely change over to emergency steering mode.
- Test the emergency steering, communicating with the bridge to perform steering orders. Demonstrate any alternative power sources and, if applicable, different control methods and positions (e.g. push-buttons on individual power units, local wheel etc.).
- Record the time taken to swing the steering gear from hard over to hard over to ensure compliance with SOLAS performance requirements. At maximum ahead service speed, the rudder must be capable of putting the rudder over from 35° on one side to 35° on the other side and from 35° on either side to 30° on the other side in not more than 28 seconds. The auxiliary/ emergency steering gear must be capable of putting the rudder over from 15° on one side to 15° on the other side in not more than 60 seconds at one half of the maximum ahead service speed or 7 knots, whichever is the greater.
- During testing, check that the system is operating properly, free from leaks and abnormal noises, and that the rudder angle indicators are all aligned.
- Allow each person in the team to take over the steering duties and follow the helm instructions given by the bridge team.
- Explain and test any steering gear failure alarms.
- When movements are complete, inform the bridge team that you wish to switch back to normal steering – change when both parties ready.
- Ask if there are any questions!

BRIDGE TEAM

Location: Bridge

Group leader: Master

Learning points

- Following your risk assessment, ensure it is safe to carry out the steering drill and check for navigational hazards.
- Locate and discuss the contingency plan and posted procedures for emergency steering.
- Explain the importance of keeping accurate records of real events and drills.
- Demonstrate how to confirm the heading on all gyro repeaters.
- Establish lookouts and explain their role and how to report to the OOW/Master.
- Establish and test communications with the steering gear flat.
- Confirm the gyro heading with the steering flat.
- Follow the steering gear team's requirements to enable a smooth change to emergency steering.
- Once switched to emergency steering, the Master should demonstrate how to give helm orders and show the team where the rudder angle indicators are.
- Allow the team members to give helm orders to the steering gear team.

POWER DRILL

The elements and learnings of each aspect of the emergency steering drill as discussed above can then be brought together to perform a realistic drill. This brings the drill bits together to make a power drill!

Now that everyone has an appreciation of each individual's role, the emergency steering power drill can be staged in a more realistic setting in the future.

The drill can be initiated by the activation of an emergency signal, whereupon everyone locates to their designated point and carries out their specific emergency duties.

A switch to emergency steering in a real situation requires swift action by crew who are knowledgeable and confident in the equipment and procedures. This can only happen if people are well-drilled.

DEBRIEF

The debrief is one of the most important elements of any shipboard task, and drills are no exception. This should be where we highlight lessons learned and how we can improve. Remember, next time could be for real!

Don't forget to highlight what went well and give praise where it's due. Take a record of what was discussed in the debrief, and, if required, send suggestions to the company on how you feel improvements could be made.

Remember to update your planned maintenance system with the test of the emergency steering, even if it is not due it can be unscheduled maintenance.

By John Southam
Loss Prevention Executive

FIND OUT MORE

Click here to see the rest of our Drill Bits series.

How a healthy diet can have a positive impact on mental health as well as physical health

In recent years there has been, quite rightly, a greater focus on seafarers' mental wellbeing. But we should also take good care of our physical health.

Taking good care of our physical wellbeing enables us to better cope with emotional problems. A healthy diet, along with exercise and rest, plays a vital role in ensuring you maintain a healthy body and a healthy mind.

Being alone at times is not necessarily bad for us, but when this isolation continues for long periods of time it can become problematic.

The restrictions imposed by ports and countries to combat the spread of COVID-19 can increase the sense of isolation, such as:

- Spending long periods of time away from friends and family due to lengthy and extended contracts
- Having to stay socially distanced from colleagues whilst on board vessels to reduce the risk of infection
- Lack of shore leave due to COVID-19 restrictions

You are what you eat

What we eat impacts our physical and mental health, so it is important you pay attention to your diet, both on board and when back at home. Shipowners should make sure their vessels are provided with healthy and nutritious food.

Aim to have a balanced diet that includes all the main food groups.

Fruit and vegetables

Eat at least five portions of a variety of fruit and vegetables every day. It doesn't need to be fresh – you can also choose from frozen, tinned, dried or juiced.

Carbohydrates

This includes potatoes, bread, rice, pasta and other starchy carbohydrates. Starchy foods are a good source of energy and the main source of a range of nutrients in our diet. They should make up just over a third of the food we eat. Choose higher fibre wholegrain varieties where possible.

Dairy

Choose lower fat and lower sugar options. Milk, cheese, yoghurt and fromage frais are good sources of protein and some vitamins, and they're also an important source of calcium, which helps keep your bones strong.

Protein

Beans, pulses, fish, eggs and lean meat are good sources of protein, vitamins and minerals. To make sure you get enough protein, try to eat more beans and pulses and two portions of sustainably sourced fish every week, one of which is oily. Try to cut down on red and processed meat products.

Oils and spread

Choose unsaturated oils and use in small amounts.

Hydration

It is important to drink plenty of fluids. Safe drinking water, lower-fat milks and lower-sugar or sugar-free drinks, including tea and coffee, all count.

A HEALTHY DIET

Watch the calories

Different roles on board will result in different amounts of calories - or energy - being burnt. But when we eat and drink more calories than we use up, our bodies store the excess as body fat. This can lead to obesity, which in turn increases the risk of diabetes and heart disease.

Men need around 2,500kcal a day to maintain a healthy body weight, and women need around 2,000kcal.

2,000kcal 2,500kcal

Let's get physical

Providing good exercise facilities on board can positively impact the crew's wellbeing. In fact, scientific evidence has proven that physical activities can:

- Cause chemical changes in the brain which can help to positively change our mood
- Help people with mild depression and may prevent anxiety
- Improve self-esteem, self-control, and the ability to rise to a challenge

Exercise won't make stress disappear, but it can reduce some of the emotional intensity and may enable you to deal with problems more calmly.

Whilst on board it may seem difficult to find time and means to exercise but even moderate exercise can lift your mood as well as assisting with better sleep.

Fight against fatigue

Fatigue has long been identified as a factor in maritime accidents. Therefore, adequate and good-quality sleep and rest is very important.

In the past sleepiness and fatigue were considered one and the same, but this is not always the case. A seafarer can suffer from fatigue without feeling sleepy. In broad terms, sleepiness is a short-term condition that comes on quickly and is simply caused by a lack of sleep. Fatigue, on the other hand, is a long-term condition that gradually takes hold and can be caused by a number of factors.

Managing fatigue on board may be difficult due to the pressures and long hours of work. But you can help yourself by making sure that you prioritise sleep during rest periods and avoid heavy meals, caffeine and alcohol before bed.

Recognise the signs of fatigue in yourself and colleagues such as slowed reaction time, impaired memory, struggling to stay awake, increased clumsiness and irritability.

In summary

Making healthy choices can:

- Improve your mood
- Lift your self-esteem
- Allow a more positive attitude
- Give you more energy
- Prevent fatigue
- Help you think more clearly
- Improve concentration levels

By Lucy Dixon
Senior Executive (Claims)

Information sourced from the World Health Organization (WHO) which can be **found here** and via the NHS which can be **found here**

FIND OUT MORE

Click here to see our loss prevention material on crew health and wellbeing

Keep crew in mind following a serious incident

In the aftermath of an incident on board that leads to serious or fatal injuries, the wellbeing of fellow crewmembers must not be forgotten, especially when there is potential to re-open emotional wounds during an investigation.

People's reactions to an incident vary, as does their degree of involvement. Some may be connected to the events that led to the incident, some may witness the accident unfold or see the result of the incident. Some may have to take action, such as administering first aid. Others may be affected by being exposed to the emotions and reactions of others. When faced with the investigation process, these feelings can be re-ignited if not handled with care.

We are all human, and we must recognise the impact a serious incident and its subsequent investigation can have on everyone, not just the injured parties.

Mixed emotions

A witness to an event can experience a range of emotions. There is no rule on how someone will process an incident or how they will react. They may experience trauma, anger, guilt, or a fear of future similar incidents. Some may be blamed by their colleagues when the 'finger-pointing' begins as people try to make sense of what happened soon afterwards or during the investigation process. All of these can affect a person's mental health and performance.

Interviewing witnesses

A key aspect of an incident investigation is to ask witnesses what they saw. To make sure this vital form of evidence is reliable, the usual practice is to take statements as soon as possible after the event.

However, any interviews should be taken with the witness's welfare in mind. Following an incident, it's not uncommon for inspectors, surveyors and lawyers representing numerous different parties to attend on board, all wanting to speak to the crew. This process must be carefully managed - questioning that is perceived to be aggressive or confrontational can worsen matters.

Investigations are not an interrogation – it's a means to find out what happened

When conducting interviews after a traumatic event, consider the following:

- Manage access to the crew: don't allow third party surveyors and lawyers uncontrolled access to carry out interviews - take advice from your P&I Club and appointed lawyers
- Make sure the interviewee is at ease and comfortable
- Explain the purpose of the interview
- Ask open-ended questions that allows them to talk freely
- Let them talk, don't fill every silence with an irrelevant question or an unproductive comment
- Be aware of their welfare throughout and take breaks where needed

Above all, remember this isn't an interrogation – it's a means to find out what happened.

Look after each other

If a crewmember has been affected by an incident, don't assume that they will seek out help for themselves. There are numerous possible reasons why a seafarer may be reluctant to ask for help and a company's mental health policy should tackle these barriers. Consider, for example:

- They might not recognise that their difficulties stem from a mental health problem
- They fear what other people will think of them if they do ask for help
- They don't feel they would be supported by the company
- They worry that their future employment status or promotion prospects could be affected

Awareness and empathy are needed.

Empathy is the ability to 'step into the shoes' of another person and try to understand how they are feeling and how things are from their perspective. Some find it easier than others, but empathy is an important and effective leadership skill.

But empathy doesn't have to be confined to managers. Crew should look out for each other in the days and weeks after a serious incident and after interviews where they recall events. They should take the time to check up on each other and ask how they're doing.

Mental health issues manifest themselves differently in each individual; but providing the vessel with a tool kit to help them spot the signs could prove very helpful in identifying a person in trouble.

Emotional rescue

Ensuring the well-being of crew at sea is not just confined to post-incident care. In this most challenging of times where crew changes have been difficult and with very little respite in the form of shore leave, it is more vital than ever that crew have avenues for emotional relief. This support is vital for the smooth running of the ship, but also to ensure that an emotionally strong team, who recognises each other's strengths and weaknesses, is able to work together in times of stress or crisis for the greater good of everyone on board.

Supporting our Members

At North, we are very proud of our initiatives designed to assist seafarers: My Mind Matters has information and resources for emotional wellbeing at sea, and Mind Call is a dedicated emotional support helpline available to seafarers on vessels entered with North, operating 24 hours per day, 7 days a week throughout the year. Mind Call's helpline staff are trained in counselling skills and offer emotional support in a completely anonymous setting, enabling the crew to talk in confidence about their feelings and worries, whatever they may be.

After an incident, owners and operators should also consider contacting local organisations or charities in the next port of call that may be able to attend on board and to provide emotional support to the remaining crew, whether that be religious comfort or just simply someone entirely independent attending on board to listen to the seafarers.

Good communication between shore management and the crew is necessary to ensure that support is provided in a way that the crew can access services on offer.

By Ross Waddell
Claims Executive

and Alvin Forster
Loss Prevention Executive

FIND OUT MORE

Click below to access further resources

Supporting Crew Through the Loss of a Colleague

PDF - **Managing Traumatic Stress: Guidance for maritime organisations by Professor Neil Greenberg**

PDF - **Intertanko Crew Welfare Management and Mental Wellness**

Stella Maris - a charity supporting seafarers, fishers, and their families

MIND CALL

Helpline is provided in association with ISWAN

Supporting you at sea

For mental health and emotional wellbeing at sea call our confidential helpline: **+44 191 235 3917** or visit the **MindCall website**

MY MIND MATTERS

Providing information and resources for the emotional welfare of seafarers

For more information and resources, please visit the **MyMindMatters website**

FIRST CALL

East / West US Coast Ports

If you are disembarking crew for medical treatment, please contact First Call – Hudson Tactix on **+1 856 342 7500** or email: **firstcall@hudsontactix.com**

South Coast US Ports

If you are disembarking crew for medical treatment, please contact First Call – Shuman Consulting Services on **+1 281 486 5511** or email: **firstcall@scslp.com**

PRM

Post Repatriation Medical Scheme for Filipino Seafarers

For further details regarding our PRM programmes please contact Lucy Dixon or Abbie Rudd by emailing: **PRM@nepia.com**

PEME

Pre-Employment Medicals

For further details regarding our PEME programmes please contact Lucy Dixon or Abbie Rudd by emailing: **PEME@nepia.com**

North in the news

Click here to read North's latest news online

Supporting Members Navigate Decarbonisation

The IMO has set targets for shipping to reduce greenhouse gases between now and 2050 in a phased approach. The 'Navigating Decarbonisation' area on our website looks at the goals in more detail and how the industry can accomplish them.

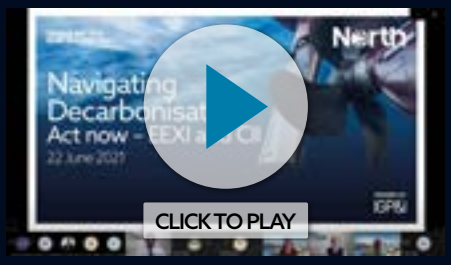
Learn more about decarbonising shipping at www.nepia.com/topics/navigating-decarbonisation

Where we tackle subjects such as:

- IMO greenhouse gas emissions strategy
- Meeting the 2030 targets
- Meeting the 2050 targets
- Emerging technologies and alternative fuels
- Sea Cargo Charter and Poseidon Principles
- Details on national decarbonisation schemes
- Contractual and charterparty issues, including:
  - CO_2 reduction measures
  - CO_2 data collection clauses
  - Carbon trading

2023: Act Now for EEXI and CII

The Energy Efficiency Existing Ship Index (EEXI) and the Carbon Intensity Indicator (CII) requirements will enter into force from 2023. EEXI benchmarking of shipowner's fleets of vessels is required soon to allow technical improvements can be considered and the contractual aspects planned.



DISCUSSIONS BETWEEN CHARTERERS AND SHIPOWNERS NEED TO START NOW!

We recently combined forces with ABS to provide our Members with a webinar on the EEXI and CII. See the webinar **here.**

WANT TO KNOW MORE?

Contact us at **decarbonisation@nepia.com** to see how we can support Members in making informed decisions.

Contact our Loss Prevention team on: loss.prevention@nepia.com

Current articles from *Signals* can be found online at: **www.nepia.com/latest** and back issues of *Signals* are available online at: **www.nepia.com/latest/publications/newsletters/**

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