



**EMCI REGISTER – PROCESS & PROCEDURE REQUIREMENTS FOR
EMCI INTERNATIONAL CERTIFIED MARITIME PRACTITIONERS**

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GENERAL PROVISIONS

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The following applies to document EMCI.PD.003.INT (Process & procedure requirements):

- Document GNG.RD.003.INT General clauses for all documents

The aforementioned document is published on our website and are hereby designated as a repeat and insert.

All references in this document are made against the approved (valid) version of the applicable document.

All public documents are published on our website <https://emci-register.com>.

Questions? Contact us!

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1. Processes

- 1.1. The practitioner and the client(s) have to decide upfront on the applicable process.
- 1.2. Identified processes are:
 - 1.2.1. Berth- and harbour.marina management
 - 1.2.2. Cargo handling and -management
 - 1.2.3. Marine surveying
 - 1.2.4. Maritime appraising
 - 1.2.5. Maritime arbitration
 - 1.2.6. Maritime brokerage
 - 1.2.7. Maritime mediation
 - 1.2.8. Yacht- and ship building
 - 1.2.9. Yacht- and ship charters
 - 1.2.10. Yacht- and ship crewing
 - 1.2.11. Yacht- and ship financing and leasing
 - 1.2.12. Yacht- and ship management (fleet management)
 - 1.2.13. Yacht- and ship design
 - 1.2.14. Yacht- and ship renovation, -repair
 - 1.2.15. Yacht- and ship transport



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- 1.2.16. Open process (practitioner and client(s) decide for each assignment and each session which partial process is suitable and applicable)
- 1.2.17. Hybrid process (a combination of the herebefore mentioned processes)
- 1.2.18. Any other process to the discretion of Global Network Group
- 1.3. Within an assignment, it is allowed to change the process.
- 1.4. If the same yacht or ship, the combination marine surveying and maritime brokerage is not permitted.
- 1.5. The practitioner must make sure all clients are familiar with the selected process and this is authorized by all upfront, or additionally in between if changed during the assignment.
- 1.6. If maritime arbitration or mediation: the practitioners are certified with ADR Register and co-certified with EMCI Register. Only the ADR Register rules and documents apply. We refer to <https://adr-register.com>.



2. Roles

- 2.1. The practitioner must be certified for the selected process against the applicable main- and sub-scope(s), subtype(s), and specialisms.
- 2.2. Identified roles are:
 - 2.2.1. Advisor - consultant
 - 2.2.2. Appraiser
 - 2.2.3. Broker
 - 2.2.4. Court expert
 - 2.2.5. Counter surveyor – counter expert
 - 2.2.6. Harbourmaster
 - 2.2.7. Surveyor
 - 2.2.8. Open role (practitioner and client(s) decide for each assignment and each session which partial role is suitable and applicable)
 - 2.2.9. Hybrid role (a combination of the herebefore mentioned processes)
 - 2.2.10. Any other role to the discretion of Global Network Group
- 2.3. The role must be in accordance with the selected process
- 2.4. Within an assignment, it is allowed to change the role.
- 2.5. If the same yacht or ship, the combination marinesurveyor and maritime broker is not permitted.
- 2.6. The Practitioner must make sure all clients are familiar with the applicable role and this is authorized by all upfront, or additionally in between if changed during the assignment.



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- 2.7. If maritime arbitrator or mediator: the practitioners are certified with ADR Register and co-certified with EMCI Register. Only the ADR Register rules and documents apply. We refer to <https://adr-register.com>.



3. Procedures

- 3.1. The practitioner and the client(s) have to decide upfront on the applicable procedure(s).
- 3.2. A process contains one or more identified procedure(s).
- 3.3. Identified procedures are:
 - 3.3.1. Procedures set, handled and owned by bodies or organizations for professional groups
 - 3.3.2. Procedures set and handled by local, national, international authorities and governments
 - 3.3.3. Procedures in accordance with the international ISO standards, or other similar standards
 - 3.3.4. Procedures set, handled and owned by providers if the practitioner is authorized by the provider
 - 3.3.5. Procedures set, handled and owned by an franchisor if the practitioner is authorized as franchisee
 - 3.3.6. Procedures set, handled and owned by the Practitioner, or the company or organization of the Practitioner or where the Practitioner is employed
 - 3.3.7. Hybrid procedures (a combination of the herebefore mentioned procedures)
 - 3.3.8. Other procedures to the discretion of Global Network Group
- 3.4. Within an assignment, it is allowed to change the procedure.
- 3.5. The practitioner must make sure all clients are familiar with the selected procedures and this is authorized by all upfront, or additionally in between if changed during the assignment.



4. Start document

- 4.1. The practitioner has the obligation to deliver and settle a start document.
- 4.2. The start document contains at least:
 - 4.2.1. overview applicable process(es), role(s), procedure(s) as mentioned in the articles herebefore
 - 4.2.2. fee and costs agreement
 - 4.2.3. intake procedure including client permission statement/confirmation
 - 4.2.4. applicable terms & conditions
- 4.3. Qualifying start documents are:
 - 4.3.1. client agreement
 - 4.3.2. assignment confirmation statement, email or letter
 - 4.3.3. any other written document that shows proof of the assignment
 - 4.3.4. any other document to the discretion of Global Network Group
- 4.4. A recording (audio, video) qualifies as a substitute for a document
- 4.5. The practitioner doesn't carry out any assignment or session if the start document isn't signed by the client or in any other way demonstratable accepted by the client.



5. Closing document

- 5.1. The practitioner has the obligation to deliver and settle a closing document. The harbourmaster is exempt.
- 5.2. The closing document contains at least:
 - 5.2.1. overview applicable process(es), role(s), procedure(s) as mentioned in the articles herebefore
 - 5.2.2. description of the outcome (the result) or description about the closing or termination
 - 5.2.3. any other important information about the process and the outcome (the result)
 - 5.2.4. applicable terms & conditions.
- 5.3. Qualifying closing documents are:
 - 5.3.1. Agreements, minutes, reports, verdicts
 - 5.3.2. written confirmation statements, notes, email or letters with regard to the assignment, sessions, outcome (the result)
 - 5.3.3. written closing or termination statement, email or letter
 - 5.3.4. any other written document that shows proof of the outcome (the result) or the closing or termination
 - 5.3.5. any other document to the discretion of Global Network Group
- 5.4. A recording (audio, video) qualifies as a substitute for a document



6. Fees and costs

- 6.1. The practitioner and client(s) are obliged to agree upfront on the fee for the session(s) and all additional costs, such as travel expenses, location, and other costs.

7. Insurance, financial assistance, subsidy options

- 7.1. The practitioner is required to inform the client upfront whether:
- 7.1.1. his/her services are accepted by insurance companies and if the client can file a refund request with his/her (legal expenses) insurance company, or about, if applicable, financial assistance and subsidy options & procedures.
 - 7.1.2. He/she, or the company or organization, possesses a valid liability insurance coverage (polis).

8. (Online) client-file

- 8.1. The practitioner holds for all clients the personal (online) client-file, including a client identification number or label.
- 8.2. The client-file must be held in accordance with the applicable laws and regulations of the country where the practitioner is based.

9. Client-feedback

- 9.1. The practitioner asks the client to complete a review- and feedback form, preferable straight after when all sessions are completed or otherwise when necessary. If the client refuses, the practitioner marks the refusal in the client file.



10. Privacy statement & policy

10.1. The practitioner holds a privacy statement & policy which applies to all clients. If the practitioner is based in the EU, the privacy statement needs to comply with the European General Data Protection Regulation (GDPR).

11. Online- and cloud-based operations

11.1. Online- and cloud based operations are allowed for all processes, roles and procedures.

11.2. The practitioner rules online- and cloud-based operations per:

11.2.1. (General) terms & conditions, and/or

11.2.2. Start- and closing documents, and/or

11.2.3. Proces documents such as privacy statement EU-GDPR, and/or

11.2.4. (Additional) agreements as mentioned in article 11.4, and/or

11.2.5. Other documents, to be decided by the practitioner

11.3. If necessary, the practitioner and the client(s) agree additionally on online- and cloud-based operations, including:

11.3.1. Permission

11.3.2. Confidentiality

11.3.3. Data ownership, sharing, handling and storing/filing

11.3.4. Terms and conditions related to the availability of (ICT) infrastructure, hardware as well as software

11.3.5. Costs

11.3.6. Other aspects



12. Escrow management

- 12.1. All practitioners have the obligation to separate escrow capital from private capital and the companies capital.
- 12.2. If escrow capital is handled by an practitioner the escrow capital is to be managed by dedicated escrow management procedures and routed via an independent legal body with its own escrow account.
- 12.3. EMCI authorized escrow management solutions:
 - Independent legal body for escrow management with its own escrow account;
 - Independent official accountant, attorney or public notary with its own escrow account
 - Escrow management facilities of branch-, professional-, and sectorial bodies
- 12.4. The handling and management of escrow capital must be included in and covered by the personal and company liability insurance of the practitioner.
- 12.5. Misuse of escrow capital will be punished. The practitioners risks immediate suspension and/or expulsion.



13. Appraising for banking purposes

- 13.1. An appraisal instruction that is used either to obtain or to maintain financing from a bank or finance company is only valid if the report is executed using the fixed appraisal report provided by said bank or finance company.
- 13.2. An appraiser is obliged to respond immediately to any requests by the bank or finance company for further information about the appraisal report he has provided.
- 13.3. The appraiser is not responsible or liable for the format of the appraisal report as provided and required by the bank or finance company.



14. Content requirements appraisal reports recreational crafts (yachts)

The appraisal report contains at least:

GENERAL

- Name and details of the valuer, assignment principal and shipowner
- Description appraisal purposes
- Date, time and location of the appraisal assignment
- Appraisal declaration issued and signed by the appraiser
- Shipdetails (Shipyard, year of construction, construction number, year of first launching, type, name, operational and technical specifications, available equipment)
- Special details and remarks
- Appraising reference matrix
- If necessary, requested or mandatory: relevant proof of evidence to be attached to the appraisal report

APPRAISING VALUES

- Current market value and its conditions
- Liquidation value and its conditions
- Original and current new price (if known)
- Insured for (if known) and its conditions



STATUS CLARIFICATION OF

- CE and/or other official quality marks
- Insurance position
- Legal positions with regard to ship mortgages or shiploans, sequestration, other entailing rights
- Maintenance, executed as well as necessary or expected
- Ownership
- Shipping registrar
- VAT
- Shiprelated documents, permits and certificates



15. Surveys & inspections for banking and insurance purposes

- 15.1. A survey instruction that is used either to obtain or to maintain financing from a bank or finance company is only valid if the report is executed using the fixed survey report provided by said bank or finance company.
- 15.2. A survey instruction that is used either to obtain or to maintain an insurance policy from an insurance company or to settle a loss, damage or defect related to an existing insurance policy is only valid if the report is executed using the fixed survey report provided by said insurance company.
- 15.3. A surveyor is obliged to respond immediately to any requests by the bank or finance company or insurance company for further information about the survey report he has provided.
- 15.4. The surveyor is not responsible or liable for the survey format as provided and required by the bank or finance company or insurance company.



16. Content requirements survey- and inspection reports recreational crafts (yachts)

The survey report contains at least:

GENERAL

- Name and details of the surveyor, assignment principal and shipowner
- Description survey purposes
- Date, time, location and weather conditions of / during the survey
- Survey declaration issued and signed by the EMCI certified surveyor
- Shipdetails (Shipyard, year of construction, construction number, year of first launching, type, name)
- Special details and remarks
- If necessary, requested or mandatory: relevant proof of evidence to be attached to the survey report

SURVEY

- Description used survey method
- Specification used survey equipment and calibration status
- Specification applicable survey standards
- Survey findings
- Survey judgement
- Survey conclusions and recommendations

ATTACHMENTS

- Relevant documents, such as quotes for repairs and maintenance, user instructions, product specifications etcetera
- Proof of evidence, such as photos, videos, expert – specialist - witness declarations etcetera



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NOTE

- The description of the survey method together with the specifications of the survey standards and survey equipment should result in the same and equal outcomes if a contra survey is executed under the same circumstances against / with the same method, standards and equipment.



17. Information supply to buyers

The maritime broker, or a maritime specialist on behalf of the broker, supplies the buyer before signing the agreement on sale and purchase at least with the hereafter stated information:

GENERAL

- Shipdetails (Shipyard, year of construction, construction number, year of first launching, type, name, operational and technical specifications, available equipment)
- Known non-conformities and defects
- Asking price

STATUS CLARIFICATION OF

- CE and/or other official quality marks
- Legal positions with regard to ship mortgages or shiploans, sequestration, other entailing rights
- Ownership
- Shipping registrar
- VAT
- Shiprelated documents, permits and certificates

The maritime brokers points out to the buyer its legal research obligations. if the buyer renounces the buyer should sign a renouncement statement.



18. Information supply to sellers

The maritime broker, or a maritime specialist on behalf of the broker, supplies the seller, as its principal, during the whole brokerage process at least with the hereafter stated information:

- Communication & status updates potential or candidate buyers
- Communication & status update initialized negotiations process
- Communication & status updates initialized ship survey(s)
- Communication & status updates initialized ship maintenance or repair
- Communication & status updates ship or seller or buyer related issues such as CE or other quality marks, VAT, import, export, registrar and ownership, mortgages, loans, sequestrations, other entailing rights, documents, permits, certificates
- Legal rights on negotiation
- Current market value

The maritime brokers point out to the seller its legal information transparency obligations. If the seller renounces, the broker is to resign from the assignment.

All substantial legal actions, such as maintenance, repairs, transportation, price agreement, transfer of ownership, cash- or bank transactions, to be executed or ordered by the maritime broker, should be authorized in a formal document signed by the principal.



19. Content requirements brokerage agreement

The agreement of brokerage contains at least:

GENERAL

- Name and details of the broker, principal and/or shipowner
- Description agreement purposes
- Terms on fee, costs and its settlement
- Guidelines for the transaction period, asking price, selling price and negotiations
- Legal clauses on general conditions, duration, language, applicable law, dispute resolution, court settlement,
- Ship details (Shipyard, year of construction, construction number, year of first launching, type, name, operational and technical specifications, available equipment, known non-conformities and defects)
- If necessary, requested or mandatory: relevant other information

ATTACHMENT

- Identification clause (how are the parties identified?)



20. Content requirements agreement of sale & purchase

The agreement of sale and purchase contains at least:

GENERAL

- Name and details of the seller and buyer
- Description agreement purposes
- Agreement clauses on:
 - Appraising
 - Survey(s), repairs and maintenance
 - Sea trial(s) and conditions
 - VAT
 - Import / export
 - CE, other quality marks
 - Transfer of and/or qualifying for documents, permits and certificates
 - Price, payment method & procedures
 - Legal delivery, acceptance and transfer of ownership
 - Legal clauses on general conditions, duration, language, applicable law, dispute resolution, court settlement
 - Ship details (Shipyard, year of construction, construction number, year of first launching, type, name, operational and technical specifications, available equipment, known non-conformities and defects)
 - If necessary, requested or mandatory: relevant other information



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ATTACHMENTS

- Identification clause (how are the parties identified?)
- Copy relevant (transfer) documents, permits and certificates