

CCS 技术通告

Technical Information

(2020年)技术通告第32号总第466号
2020年04月10日(共2页+附件)

发：有关船东及航运公司、船厂、设计单位、产品制造商、CCS总部有关处室、研发中心、规范与技术中心、武汉规范所、各审图中心、各分社、本社验船师

关于IMO发布新冠肺炎疫情导致不可预见延期交船的指导 (No. 4204-Add. 7 通函信件)的技术通告

一、背景

新冠肺炎疫情对全球造船和航运业造成严重冲击。

根据《国际海上人命安全公约》(SOLAS) II-1/3-10条, 2020年7月1日或以后交船的船长150米及以上的散货船和油船在交船时需满足目标型散货船和油船建造标准(GBS)。受疫情影响, 船厂及其相关供应链均受到严重影响, 导致在建船舶出现不同程度延迟交付现象, 特别是对未按GBS要求设计建造的散货船和油船有可能造成履约风险。为此, 我国和国际船级社协会(IACS)联合向国际海事组织(IMO)提交了提案MSC 102/7/5, 建议参照IMO相关通函, 将对不可预见的延迟交船的公约适用性原则应用于SOLAS公约II-1/3-10条并以统一解释的方式签发相应的通函, 引起国际社会广泛关注。

因国际疫情蔓延, IMO海安会第102次会议不能按计划于2020年5月召开。为帮助解决上述问题, IMO秘书长于2020年4月3日签发了通函信件(No.4204/Add.7):《新冠病毒(COVID-19)——关于不可预见的延迟交船的指南》。

二、IMO通函信件主要内容

(1) 受新冠肺炎疫情影响, 船厂、设备供应商、船东、检验机构和服务工程师在及时交船方面遇到各种困难。因当前疫情属于超出船厂和船东控制的不可

预见的情形，IMO请各方关注已经海上安全委员会批准的MSC-MEPC.5/Circ.8通函和MSC.1/Circ. 1247通函，这两份通函对遭遇不可预见的延迟交船的船舶在公约有关条款适用性方面做过相关统一解释。IMO还特别请各方关注中国和IACS提案。

(2) 参照MSC-MEPC.5/Circ.8第3.3款及MSC.1/Circ. 1247通函的要求，因SOLAS公约II-1/3-10条与该公约其他条款相似，对因本次不可预见的新冠肺炎疫情导致的原定于2020年7月1日以前交船的非GBS船舶延迟至该日之后交船，船旗国主管当局可接受该船免除交船日期前生效的该公约条款的要求。

(3) IMO秘书长邀请各成员国考虑对因疫情延迟至2020年7月1日后交付的船舶应用MSC-MEPC.5/Circ.8和MSC.1/Circ. 1247的统一解释。

三、CCS相关建议

(1) 请受到疫情影响的船厂尽快评估在建船舶，如果原计划于2020年7月1日以前交船的非GBS船舶确因疫情影响将延迟至该日之后交船，需尽快与船东协商，明确施工进度受到影响的相关方面，确定新的计划交船日期，并尽早请船东参照上述IMO通函信件的指南和IMO通函MSC.1/ Circ.1247中的具体要求（通函信件的附件2），与该船的船旗国主管机关联系申请确认该船由于超出船厂和船东控制的不可预见的情况而导致交船日期延迟至2020年7月1日或以后，请主管机关接受该船仍视为于2020年7月1日之前交船。

(2) 相关船舶在交船时应将船旗国主管机关的确认函附在货船构造安全证书（或者货船安全证书）后面，该证书由主管机关或其认可的组织签发，一般会在证书中作相应备注说明，以备港口国检查机构（PSC）等相关方查验证书时了解相关信息。

附件提供了No.4204/Add.7通函信件的中文译文，如有疑问，应以英文原文为准。本通告在本社网站(www.ccs.org.cn)上发布，请本社执行检验单位和审图中心通知所辖区域的船厂、船东和船舶设计单位等。本通告在实施过程中如有任何疑问，请与CCS科信处(ti@ccs.org.cn)联系。

附件：IMO通函信件（Circular Letter）No.4204/Add.7（中英文）

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通函件第 4204 号/Add.7

2020 年 4 月 3 日

发送至: 所有 IMO 成员国
政府间组织
具有咨询地位的非政府组织

主题: **新型冠状病毒感染的肺炎疫情 (COVID-19) -关于不可预见的延迟交船的指
导**

1 秘书长已收到来自成员国的通信，内容涉及因新型冠状病毒感染的肺炎疫情导致的船厂、设备供应商、船东、验船师和服务工程师在及时交付船舶方面面临的困难，并考虑到当前这种情况是由于船厂和船东不能控制的不可预见情况引起的，谨提请成员国和国际组织注意海上安全委员会批准的以下统一解释：

- .1 《SOLAS 和 MARPOL 公约有关的建造合同日期、安放龙骨日期和交船日期要求的规则适用范围统一解释》（MSC-MEPC.5/Circ.8 通函，2013 年 7 月 1 日批准），见附件 1；和
- .2 《“不可预见的延迟交船”的统一解释》（MSC.1/Circ.1247 通函，2007 年 11 月 6 日批准），见附件 2。

2 特别引述 MSC-MEPC.5/Circ.8 通函的 3.3:

- “3 无论建造合同签订日期或龙骨安放日期，如一系列特定的规则修正案规定的交船日期或以后的某日期成为船舶的交船日期，该系列规则修正案适用，除非主管机关已接受由于船厂和船东所无法控制的不可预见情况导致交船延迟*。交船日期系指相关法定证书上所填写的证书所依据的检验（船舶投入使用前的初次检验和首次签发的证书）完成的日期（年/月/日）。

* 参见《“不可预见的延迟交船”的统一解释》（MSC.1/Circ.1247 通函和 MARPOL 附则 I 的统一解释 4）”

3 还特别引述 MSC-MEPC.5/Circ.8 通函的 3.3 脚注提及的 MSC.1/Circ.1247 通函。虽然其规定涉及 SOLAS 公约第 II-1/3-2 条（油船和散货船海水压载舱的防腐）的应用，但是目前出现了与有关应用 SOLAS 公约第 II-1/3-10 条（散货船和油船目标型船舶建造标准）十分相似的情况，该条对在 2020 年 7 月 1 日或以后交付的船舶生效。

4 MSC.1/Circ.1247 通函规定，签订建造合同（或安放龙骨）时间和计划交船日期均在本条规定的日期之前，但由于船厂和船东不能控制的不可预见的情况而延期至特定日期后交船的船舶，主管机关可接受该船为在本条规定的交船日期前交船的船舶。主管机关应逐例考虑此类船舶的处理，并计及特殊情况。该通函随后强调，重要的是，主管机关按通函规定所接受的船舶也应被港口国同样接受，并为各国主管机关在考虑这类船舶的申请时建议了应遵循的办理方式。

5 进一步注意到中国和 IACS 向 MSC 102 提交的文件 MSC 102/7/5，其提到关于疫情造成的后果，船厂及其相关供应链受到显著影响，从而导致有困难恢复正常生产和在建船舶的不同程度的延迟交付；对于未按 SOLAS 公约第 II-1/3-10 条设计和建造、原计划在 2020 年 7 月 1 日之前交付的船舶将产生重大影响。其提议参照 MSC.1/Circ.1247 通函，制定 SOLAS 公约第 II-1/3-10 条关于“不可预见的延迟交船”的统一解释，建议草案见本通函件附件 3。由于 MSC 102 延期举行，海上安全委员会将无法在 2020 年 7 月 1 日之前对提议的统一解释作出决定。

6 如能采取步骤使有关当局注意本通函件中的信息，秘书长将不胜感激。提请成员国对延期至2020年7月1日或以后交付的船舶考虑应用所附的两份统一解释。

附件 1



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MSC-MEPC.5/Circ.8 通函
2013 年 7 月 1 日

SOLAS 和 MARPOL 公约有关的建造合同日期、安放龙骨日期和交船日期要求的规则适用范围统一解释

- 1 海上环境保护委员会在其第 65 届会议（2013 年 5 月 13 至 17 日）和海上安全委员会在其第 92 届会议（2013 年 6 月 12 日至 21 日）上，批准了船旗国履约分委会制定的《SOLAS 和 MARPOL 公约有关的建造合同日期、安放龙骨日期和交船日期要求的规则适用范围统一解释》，其文本载于附件，旨在提供有关 SOLAS 和 MARPOL 公约相关要求适用范围的更明确的指导。
- 2 提请各成员国政府在应用 SOLAS 和 MARPOL 公约相关规定时使用所附的解释，并使所有相关方注意该解释。
- 3 本通函替代 MSC-MEPC.5/Circ.4 通函。

附件

SOLAS 和 MARPOL 公约有关的建造合同日期、安放龙骨日期和交船日期要求的规则适用范围统一解释

- 1 根据 SOLAS 和 MARPOL 公约的某些规定，规则对船舶的适用范围取决于以下日期：
 - .1 年/月/日或以后签订建造合同；或
 - .2 如无建造合同，年/月/日或以后安放龙骨或处于类似建造阶段；或
 - .3 年/月/日或以后交船。

- 2 就这些规定的适用范围而言，对于可选船的签订建造合同日期应解释为船东和船厂之间签订系列船的原建造合同的日期，条件是：
 - .1 系列船的原建造合同日期之后一年内最终行使可选船的续建选择权；和
 - .2 可选船与系列船的设计图纸相同，且在相同的船厂建造。

- 3 上述第 1 段所述的规则的适用范围应如下所述：
 - .1 如一系列特定的规则修正案规定的合同日期或以后的某日期成为建造合同签订日期，该系列规则修正案适用；
 - .2 仅在没有建造合同的情况下，安放龙骨日期衡准才能适用，并且如一系列特定的规则修正案规定的安放龙骨日期或以后的某日期成为船舶的安放龙骨日期，该系列规则修正案适用；和
 - .3 无论建造合同签订日期或龙骨安放日期，如一系列特定的规则修正案规定的交船日期或以后的某日期成为船舶的交船日期，该系列规则修正案适用，除非主管机关已接受由于船厂和船东所无法控制的不可预见情况导致交船延迟*。交船日期系指相关法定证书上所填写的证书所依据的检验（船舶投入使用前的初次检验和首次签发的证书）完成的日期（年/月/日）。

* 参见《“不可预见的延迟交船”的统一解释》（MSC.1/Circ.1247 通函和 MARPOL 附则 I 的统一解释 4）。

附件 2

INTERNATIONAL MARITIME ORGANIZATION
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IMO

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Ref.: T4/3.01

MSC.1/Circ.1247 通函
2007 年 11 月 6 日

“不可预见的延迟交船”的统一解释

1 海上安全委员会在其第 83 届会议(2007 年 10 月 3 日至 12 日)上批准了“不可预见的延迟交船”的统一解释,其文本载于附件,以对经海安会 MSC.216(82)决议修正的 SOLAS 公约第 II-1/3-2 条(油船和散货船海水压载舱的防腐)中执行计划各项规定的解释与 MARPOL 公约附则 I 第 1.28 条的统一解释进行协调。

2 提请各成员国政府在执行 SOLAS 公约第 II-1/3-2 条的相关规定时使用附件中的解释,并使所有相关方注意到附件中的解释。

附件

SOLAS公约第II-1/3-2条关于“不可预见的延迟交船”的解释

1 就按SOLAS公约第II-1/3-2条定义船舶类别而言，签订建造合同（或安放龙骨）时间和计划交船日期均在本条规定的日期之前，但由于船厂和船东不能控制的不可预见的情况而延期至特定日期后交船的船舶，主管机关可接受该船为在本条规定的交船日期前交船的船舶。主管机关应逐例考虑此类船舶的处理，并计及特殊情况。

2 重要的是，主管机关按上述1的规定所接受的船舶也应被港口国同样接受。为确保这点，建议各国主管机关在考虑这类船舶的申请时，按如下方式办理：

- .1 主管机关应逐例全面考虑各份申请，并计及特殊情况。其中对在国外建造的船舶，主管机关可向造船国主管当局要求用一份正式的报告声明延期是由于船厂和船东不能控制的不可预见的情况；
- .2 当船舶经主管机关按上述1的规定接受时，在《客船安全证书》、《货船构造安全证书》或《货船安全证书》上注明的交船日期应有脚注说明，该船经主管机关按本解释的不可预见延迟交船的规定予以接受；和
- .3 主管机关应向本组织报告船舶的识别码和船舶按本解释的不可预见延迟交船规定被接受的理由。

附件3

SOLAS 公约第 II-1/3-10 条关于“不可预见的延迟交船”的解释草案 (MSC 102/7/5, 附件)

1 就按 SOLAS 公约第 II-1/3-10 条定义船舶类别而言，签订建造合同（或安放龙骨）时间和计划交船日期均在本条规定的日期之前，但由于船厂和船东不能控制的不可预见的情况而延期至特定日期后交船的船舶，主管机关可接受该船为在本条规定的交船日期前交船的船舶。主管机关应逐例考虑此类船舶的处理，并计及特殊情况。

2 重要的是，主管机关按上述 1 的规定所接受的船舶也应被港口国同样接受。为确保这点，建议各国主管机关在考虑这类船舶的申请时，按如下方式办理：

- .1 主管机关应逐例全面考虑各份申请，并计及特殊情况。其中对在国外建造的船舶，主管机关可向造船国主管当局要求用一份正式的报告声明延期是由于船厂和船东不能控制的不可预见的情况；
- .2 当船舶经主管机关按上述 1 的规定接受时，在《货船构造安全证书》或《货船安全证书》上注明的交船日期应有脚注说明，该船经主管机关按本解释的不可预见延迟交船的规定予以接受；和
- .3 主管机关应向本组织报告船舶的识别码和船舶按本解释的不可预见延迟交船规定被接受的理由。

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Circular Letter No.4204/Add.7
3 April 2020

To: All IMO Member States
Intergovernmental organizations
Non-governmental organizations in consultative status

Subject: **Coronavirus (COVID-19) – Guidance concerning unforeseen delays in the delivery of ships**

1 The Secretary-General, having received communications from Member States regarding the difficulties faced by shipbuilders, equipment suppliers, shipowners, surveyors and service engineers in respect of the timely delivery of ships due to the COVID-19 pandemic, and taking into account that the current situation is due to unforeseen circumstances beyond the control of the shipbuilder and the owner, wishes to draw the attention of Member States and international organizations to the following unified interpretations approved by the Maritime Safety Committee:

- .1 *Unified interpretation of the application of regulations governed by the building contract date, the keel laying date and the delivery date for the requirements of the SOLAS and MARPOL Conventions (MSC-MEPC.5/Circ.8, approved on 1 July 2013), set out in annex 1; and*
- .2 *Unified interpretation of "unforeseen delay in the delivery of ships" (MSC.1/Circ.1247, approved on 6 November 2007), set out in annex 2.*

2 Reference is made, in particular, to paragraph 3.3 of MSC-MEPC.5/Circ.8, which states that:

- "3 regardless of the building contract signing date or keel laying date, if a ship's delivery date occurs on or after the delivery date specified for a particular set of regulation amendments, then, that set of regulation amendments applies except in the case where the Administration has accepted that the delivery of the ships was delayed due to unforeseen circumstances beyond the control of the shipbuilder and the owner*. The delivery date means the completion date (day, month and year) of the survey on which the certificate is based (i.e. the initial survey before the ship is put into service and certificate issued for the first time) as entered on the relevant statutory certificates.

* Refer to Unified Interpretation of "Unforeseen delay in the delivery of ships" (MSC.1/Circ.1247 and MARPOL Annex I, Unified Interpretation 4)."

3 Reference is also made, in particular, to MSC.1/Circ.1247, as footnoted in paragraph 3.3 of MSC-MEPC.5/Circ.8. While the provisions therein concern the application of SOLAS regulation II-1/3-2 (Corrosion prevention of seawater ballast tanks in oil tankers and bulk carriers), a very similar situation is now arising with regard to the application of SOLAS regulation II-1/3-10 (Goal-based ship construction standards for bulk carriers and oil tankers) which will become effective for ships delivered on or after 1 July 2020.

4 MSC.1/Circ.1247 sets out that a ship for which the building contract (or keel laying) occurred, and the scheduled delivery date of which is before the date specified in the regulation, but where the delivery has been subject to delay beyond the specific date due to unforeseen circumstances beyond the control of the builder and the owner, may be accepted by the Administration as a ship delivered before the date of delivery specified in the regulation. The treatment of such ships should be considered by the Administration on a case-by-case basis, bearing in mind the particular circumstances. It proceeds to stress the importance that ships accepted by the Administration under the provisions of the circular should also be accepted as such by port States and recommends practices for Administrations to follow when considering an application for such a ship.

5 Attention is further drawn to document MSC 102/7/5, submitted by China and IACS to MSC 102, which states inter alia that, with regard to the consequences of the pandemic, shipbuilders and their associated supply chains were significantly impacted which has led to difficulties in resuming normal production and different degrees of delay in the delivery of ships under construction; and that there would be a significant impact on ships originally scheduled to be delivered before 1 July 2020, which were not designed and constructed in accordance with the requirements of SOLAS regulation II-1/3-10. The document, contains in the annex a proposed unified interpretation of SOLAS regulation II-1/3-10 concerning the term "unforeseen delay in the delivery of ships", which is set out in annex 3 of this circular letter for easy reference, reflecting the practice of MSC.1/Circ.1247. Due to the postponement of MSC 102, the Maritime Safety Committee will not be in a position to decide on the proposed unified interpretation before 1 July 2020.

6 The Secretary-General would be grateful if steps could be taken to bring the information in this circular letter to the attention of the appropriate authorities. Member States are invited to consider the application of the two annexed unified interpretations to ships the delivery of which is now delayed beyond 1 July 2020.

ANNEX 1



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MSC-MEPC.5/Circ.8
1 July 2013

**UNIFIED INTERPRETATION OF THE APPLICATION OF REGULATIONS GOVERNED BY
THE BUILDING CONTRACT DATE, THE KEEL LAYING DATE AND THE DELIVERY
DATE FOR THE REQUIREMENTS OF THE SOLAS AND MARPOL CONVENTIONS**

1 The Marine Environment Protection Committee, at its sixty-fifth session (13 to 17 May 2013), and the Maritime Safety Committee, at its ninety-second session (12 to 21 June 2013), approved the unified interpretation of the application of regulations governed by the building contract date, the keel laying date and the delivery date for the requirements of the SOLAS and MARPOL Conventions prepared by the Sub-Committee on Flag State Implementation, as set out in the annex, with a view to providing more specific guidance for application of the relevant requirements of the SOLAS and MARPOL Conventions.

2 Member Governments are invited to use the annexed interpretation when applying relevant provisions of the SOLAS and MARPOL Conventions and to bring it to the attention of all parties concerned.

3 This circular supersedes MSC-MEPC.5/Circ.4.

ANNEX

**UNIFIED INTERPRETATION OF THE APPLICATION OF REGULATIONS GOVERNED BY
THE BUILDING CONTRACT DATE, THE KEEL LAYING DATE AND THE DELIVERY
DATE FOR THE REQUIREMENTS OF THE SOLAS AND THE MARPOL CONVENTIONS**

1 Under certain provisions of the SOLAS and MARPOL Conventions, the application of regulations to a ship is governed by the dates:

- .1 for which the building contract is placed on or after dd/mm/yyyy; or
- .2 in the absence of a building contract, the keel of which is laid or which is at a similar stage of construction on or after dd/mm/yyyy; or
- .3 the delivery of which is on or after dd/mm/yyyy.

2 For the application of such provisions, the date on which the building contract is placed for optional ships should be interpreted to be the date on which the original building contract to construct the series of ships is signed between the shipowner and the shipbuilder provided:

- .1 the option for construction of the optional ship(s) is ultimately exercised within the period of one year after the date of the original building contract for the series of ships; and
- .2 the optional ships are of the same design plans and constructed by the same shipbuilder as that for the series of ships.

3 The application of regulations governed as described in paragraph 1, above, is to be applied as follows:

- .1 if a building contract signing date occurs on or after the contract date specified for a particular set of regulation amendments, then, that set of regulation amendments applies;
- .2 only in the absence of a building contract does the keel laying date criteria apply, and if a ship's keel laying date occurs on or after the keel laying date specified for a particular set of regulation amendments, then, that set of regulation amendments applies; and
- .3 regardless of the building contract signing date or keel laying date, if a ship's delivery date occurs on or after the delivery date specified for a particular set of regulation amendments, then, that set of regulation amendments applies except in the case where the Administration has accepted that the delivery of the ships was delayed due to unforeseen circumstances beyond the control of the shipbuilder and the owner*. The delivery date means the completion date (day, month and year) of the survey on which the certificate is based (i.e. the initial survey before the ship is put into service and certificate issued for the first time) as entered on the relevant statutory certificates.

* Refer to Unified Interpretation of "Unforeseen delay in the delivery of ships" (MSC.1/Circ.1247 and MARPOL Annex I, Unified Interpretation 4).

ANNEX 2

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MSC.1/Circ.1247
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**UNIFIED INTERPRETATION OF
"UNFORESEEN DELAY IN DELIVERY OF SHIPS"**

1 The Maritime Safety Committee, at its eighty-third session (3 to 12 October 2007), approved a unified interpretation of the term "unforeseen delay in the delivery of ships", as set out in the annex, with a view to harmonizing the interpretation of the provisions for the application scheme in SOLAS regulation II-1/3-2 (Corrosion prevention of seawater ballast tanks in oil tankers and bulk carriers), as amended by resolution MSC.216(82), with the unified interpretation to regulation 1.28 of Annex I to the MARPOL Convention.

2 Member Governments are invited to use the annexed interpretation when applying the relevant provisions of SOLAS regulation II-1/3-2, and to bring it to the attention of all parties concerned.

ANNEX

**INTERPRETATION OF SOLAS REGULATION II-1/3-2 CONCERNING THE TERM
"UNFORESEEN DELAY IN DELIVERY OF SHIPS"**

1 For the purpose of defining the category of a ship under SOLAS regulation II-1/3-2, a ship for which the building contract (or keel laying) occurred, and scheduled delivery date was, before the dates specified in this regulation, but where the delivery has been subject to delay beyond the specific date due to unforeseen circumstances beyond the control of the builder and the owner, may be accepted by the Administration as a ship delivered before the date of delivery specified in this regulation. The treatment of such ships should be considered by the Administration on a case-by-case basis, bearing in mind the particular circumstances.

2 It is important that ships accepted by the Administration under the provisions of paragraph 1 above should also be accepted as such by port States. In order to ensure this, the following practice is recommended to Administrations when considering an application for such a ship:

- .1 the Administration should thoroughly consider applications on a case-by-case basis, bearing in mind the particular circumstances. In doing so in the case of a ship built in a foreign country, the Administration may require a formal report from the authorities of the country in which the ship was built, stating that the delay was due to unforeseen circumstances beyond the control of the builder and the owner;
- .2 when a ship is accepted by the Administration under the provisions of paragraph 1 above, the delivery date annotated on the Passenger Ship Safety Certificate, Cargo Ship Safety Construction Certificate or Cargo Ship Safety Certificate should be footnoted to indicate that the ship is accepted by the Administration under the unforeseen delay in delivery provisions of this interpretation; and
- .3 the Administration should report to the Organization on the identity of the ship and the grounds on which the ship has been accepted under the unforeseen delay in delivery provisions of this interpretation.

ANNEX 3

**DRAFT INTERPRETATION OF SOLAS REGULATION II-1/3-10 CONCERNING THE
TERM "UNFORESEEN DELAY IN DELIVERY OF SHIPS"
(MSC 102/7/5, annex)**

1 For the purpose of defining the category of a ship under SOLAS regulation II-1/3-10, a ship for which the building contract (or keel laying) occurred, and scheduled delivery date was, before the dates specified in this regulation, but where the delivery has been subject to delay beyond the specific date due to unforeseen circumstances beyond the control of the builder and the owner, may be accepted by the Administration as a ship delivered before the date of delivery specified in this regulation. The treatment of such ships should be considered by the Administration on a case-by-case basis, bearing in mind the particular circumstances.

2 It is important that ships accepted by the Administration under the provisions of paragraph 1 above should also be accepted as such by port States. In order to ensure this, the following practice is recommended to Administrations when considering an application for such a ship:

- .1 the Administration should thoroughly consider applications on a case-by-case basis, bearing in mind the particular circumstances. In doing so in the case of a ship built in a foreign country, the Administration may require a formal report from the authorities of the country in which the ship was built, stating that the delay was due to unforeseen circumstances beyond the control of the builder and the owner;
- .2 when a ship is accepted by the Administration under the provisions of paragraph 1 above, the delivery date annotated on the Cargo Ship Safety Construction Certificate or Cargo Ship Safety Certificate should be footnoted to indicate that the ship is accepted by the Administration under the unforeseen delay in delivery provisions of this interpretation; and
- .3 the Administration should report to the Organization on the identity of the ship and the grounds on which the ship has been accepted under the unforeseen delay in delivery provisions of this interpretation.
