



CESAM

Rules applicable to Average Agents and Surveyors Recommended by CESAM

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CESAM (COMITÉ D'ÉTUDES ET DE SERVICES DES ASSUREURS MARITIMES ET TRANSPORTS)

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INTRODUCTION

Purpose

The purpose of these Rules is to define the procedures for attributing Recommended status, the activities resulting from this status and the requirements that the Recommended Party undertakes to comply with each time they carry out an assignment entrusted by the User.

The French Marine Insurance Market

The French marine insurance market is one of the world's leading markets. Independent and structured, with its own terms and conditions and its own policies, it offers cover adapted to technical, economic and legal developments in transport and international trade. It is also highly reputable, which is a valuable indication of its future development and its expansion abroad.

Multiple stakeholders operate in this market:

- Insurance companies

Several dozen insurance companies established in France insure marine and transport risks. Some of these companies are CESAM Members.

- Brokers

Brokers are the agents of the assureds. The assured's use of a broker is not mandatory, but the professional skills and quality of the services provided to shipowners, manufacturers and traders mean that contracts are typically set up by brokers in the vast majority of cases, and most often by specialised brokers.

- Agents

Marine insurance agents (also called underwriting agents) are MGAs on the French marine insurance market.

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The *Comité d'Etudes et de Services des Assureurs Maritimes et Transports*, hereinafter CESAM, is an Economic Interest Grouping (EIG) established in 1988 as a result of the merger between the CCAMF (*Comité Central des Assureurs Maritimes de France*), the *Comité des Assureurs Maritimes de Paris*, and the AFAT (*Association Française de l'Assurance Transports*).

CESAM's registered office is located at 11-15 Rue Saint-Georges, 75009 Paris.



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Pursuant to Article 6 of the Group Agreement, the following may be admitted as members of CESAM:

“- Any insurance or reinsurance company – or any of their subsidiaries more than 50% owned, directly or indirectly – that is authorised in France or in a Member State of the European Union to operate in the EU marine insurance industry and that operates on the French market through agencies, branches or under the freedom to provide services;

- Any Economic Interest Group (EIG) carrying out the activity of an insurance intermediary, provided that one or more of its members, holding a majority of the voting rights at its ordinary general meeting, are also insurance or reinsurance companies that are members of CESAM under the terms and conditions indicated above.

Insurance or reinsurance companies that are members of the Federation of African Insurance Companies (FANAF) may also be admitted as members of the Group”.

To date, around twenty insurance companies operating on the French marine insurance market are members of CESAM.

The purpose of CESAM is defined in Article 3 of the same Group Agreement:

“The purpose of the Group is to implement all means necessary to facilitate or develop its Members’ marine insurance operations, and to improve or boost the earnings of these operations.

To that end, it organises and manages all departments – particularly the Technical, Legal, Sales, Administrative, Accounting, Financial and IT departments – relating to their marine insurance operations.

In the interests of its Members, it may also assist any other natural or legal person.

The Group does not earn or share profits, as all its operations are carried out on behalf of its Members”.

To this end, CESAM offers two broad categories of services designed to facilitate and develop marine insurance operations as defined in Article 1 of its Internal Rules: (1) services of general interest and (2) administrative and financial services.

As part of its services of general interest, CESAM manages and provides its Members, stakeholders in the French marine insurance market, assureds and their advisers with global networks of Recommended Average Agents and Surveyors comprised of specialised technicians that are locally located in the main ports and cities and selected by CESAM for their professional skills, abilities and integrity.

Pursuant to Article 2 of CESAM’s Internal Rules, the terms, conditions and procedures for awarding CESAM’s Recommendation and Recommended status, as well as the general instructions relating to the status and activities of the Recommended Party, are adopted by the EIG’s Board of Directors.



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DEFINITIONS

Under these Rules, the terms below, used in the singular or plural, will have the following meanings:

- i. **“CESAM”**: *Comité d’Etudes et de Services des Assureurs Maritimes et Transports*;
- ii. **“Average Agent”**: a Recommended Average Agent who has specific knowledge of the marine insurance market within the geographical region in which they were appointed, without necessarily having the specialised technical knowledge of a Surveyor, and whose duties are defined in paragraph 2.2 of the Rules. Unlike a Surveyor, an Average Agent may delegate all or part of their assignment to an expert;
- iii. **“Disciplinary Commission”**: one of the Technical Commissions convened as a competent disciplinary body to provide an opinion on an alleged breach of the Rules by the Recommended Party which may give rise to a sanction by the Network Department;
- iv. **“Technical Commission”**: one of the advisory Technical Commissions composed of individuals from CESAM Member insurance companies, underwriting brokers or agents with technical skills and operating in the field of marine insurance meeting periodically to assess and develop one of the Networks, it being specified that there are as many Commissions as there are Networks, namely the "Inland Waterway Commission", the "Pleasure Craft Commission", the "Fishing Vessel Commission", the "Network Technical Advisory Commission" (CTCR) and the "Cargo Commission";
- v. **“Surveyor”**: a Recommended Surveyor who personally performs the tasks defined in paragraph 2.2 of the Rules, without the right to delegate to an expert, and who has specialised technical knowledge in their field of expertise;
- vi. **“Member”**: the insurance companies that are members of CESAM;
- vii. **“Recommended” or “Recommended Party”**: any Average Agent or Surveyor who has obtained CESAM’s Recommendation and is affiliated with a Technical Network;
- viii. **“CESAM’s Recommendation”**: the recommendation defined in paragraph 1.2 of the Rules and granted by CESAM to an Average Agent or Surveyor;
- ix. **“Rules”**: these Rules, which apply to Average Agents and Surveyors;
- x. **“CESAM’s Recommended Network”**: the network or list of all Average Agents and Surveyors who have been granted CESAM’s Recommendation with no distinction between specialisations;
- xi. **“Technical Network”**: one of the networks from CESAM’s Recommended Network composed of Average Agents and/or Surveyors grouped by technical specialisation, it being specified that several Technical Networks coexist within CESAM, namely the "Inland Waterway Surveyor Network", the "Pleasure Craft Surveyor Network", the "Fishing Vessel Surveyor Network", the "Average Agent Network" and the "Cargo Surveyor Network";



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- xii. **“Network Department”**: the CESAM department in charge of setting up and managing the Technical Networks;
- xiii. **“User”**: any natural or legal person, whether or not they are a member of CESAM, requesting a person with Recommended status to carry out one of the assignments described in paragraph 2.2 of the Rules.



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SECTION I: PRINCIPLES

The general principles listed in this section apply to any Recommended Party, be they an Average Agent or a Surveyor.

1.1. Recommended Status

CESAM grants its Recommendation to any person whose application for the status of Average Agent and/or Surveyor has been selected according to the procedure defined in paragraph 3.1 of the Rules.

CESAM's Recommendation grants the Recommended Party membership to CESAM's Recommended Network. When CESAM's Recommendation is issued, the Recommended Party will be automatically affiliated with one or more Technical Networks based on their area(s) of expertise.

CESAM's Recommendation admits the Recommended Party to the list of professional members of CESAM's Recommended Network and enables them to benefit from CESAM's reputation.

Members of CESAM, stakeholders in the French marine insurance market, their assureds or any interested person may consult this list with the aim of entrusting a Recommended Party with one of the assignments described in paragraph 2.2 of the Rules.

As consideration for CESAM's Recommendation, the Recommended Party agrees notably:

- To use their qualities and skills to serve CESAM's Recommended Network and their affiliated Technical Network(s);
- To carry out the assignments described in paragraph 2.2 of the Rules to be entrusted to them by the Users, and in compliance with the Rules, for as long as the Recommended Party benefits from CESAM's Recommendation;
- To send the memo under the duty to inform in accordance with paragraph 2.2.1 of the Rules;
- To submit an annual activity report to the Network Department in accordance with paragraph 2.4.1 of the Rules;
- To pay the annual contribution defined in paragraph 3.2.3 of the Rules.

CESAM's Recommendation does not create any hierarchical relationships or mandates between the Recommended Party and CESAM.

Under no circumstances will the Recommended Party be deemed to act in the name and on behalf of CESAM or to represent CESAM while carrying out the tasks it carries out for the User.

The Recommended Party retains full independence from CESAM in the management of their professional organisation, in their relations with Users and in any other decision relating to the performance of their assignments.



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The Recommended Party remains free to accept or refuse any assignment, whether or not the Users are CESAM Members.

The terms and conditions specific to relations between the Recommended Party and the User for the completion of a particular assignment will be defined by both of the aforementioned parties.

CESAM does not guarantee the Recommended Party a certain volume of assignments or an annual amount of income through CESAM's Recommendation.

The Recommended Party undertakes to comply with the Rules while honouring their personal commitment to the User and while carrying out the assignments entrusted to them. CESAM makes no commitment to the User regarding the Recommended Party's compliance with the Rules and may not be held liable to the User in the event that the Recommended Party fails to comply with the Rules at any time during the term of CESAM's Recommendation.

1.2. **CESAM's Recommendation**

1.2.1. **Underlying Concept**

CESAM's Recommendation cannot be considered as an accreditation and is only intended to identify persons with the professional aptitude and material capacities necessary to carry out the specialised assignments of an Average Agent and/or Surveyor as part of the service of general interest (as defined by its Internal Rules) that CESAM wishes to offer its Members, stakeholders in the French marine insurance market, their assureds or any interested person.

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Members of CESAM therefore remain free to use the Average Agents or Surveyors of their choice, whether or not they are recommended by CESAM.

1.2.2. **Characteristics of CESAM's Recommendations**

Each of CESAM's Recommendations will have the following six characteristics:

Public

CESAM's Recommendation is public.

The Recommended Party accepts that their professional contact details (i.e. surname, first name(s), professional organisation, postal and email addresses, telephone number and website) are freely accessible on CESAM's website.

CESAM may also include useful information on its website for potential Users and regarding Average Agents' or Surveyors' assignments carried out by the Recommended Party, including the foreign language(s) they speak, any specialisation(s), field(s) of expertise, and the type(s) of assignments carried out in the past.



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The publication of these contact details and information is necessary for CESAM's Recommendation to be granted and for CESAM to provide the services of general interest in which the Recommended Party participates.

Any applicant whose application has been selected to benefit from CESAM's Recommendation must allow these contact details and this information to be published in order to be effectively awarded CESAM's Recommendation in accordance with the procedure defined in paragraph 3.1 of the Rules.

Any change affecting the contact details and information provided by the Recommended Party must be reported to the Network Department, which will modify and update the information published on CESAM's website.

Personal

CESAM's Recommendation is nominative and assigned *intuitu personae* (to one person only).

As such, a consortium, association or company cannot be granted CESAM's Recommendation for all of its members or employees.

CESAM's Recommendation is non-transferable and may not be delegated, transferred or assigned to a third party.

The Recommended Party undertakes to personally handle the assignments entrusted to them as a result of CESAM's Recommendation, subject to the right of delegation granted to the Average Agent under the conditions stipulated in paragraph 2.3.2. (a) of the Rules.

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Professional Organisation-Specific

Every Recommended Party must provide the Network Department with the contact details of the professional organisation they work for, whether they are an employee, sole proprietor or self-employed person. This information is an integral part of the application which will enable CESAM to assess whether the applicant meets the necessary conditions for Recommended status as defined in paragraph 1.1 of the Rules.

In the event that the Recommended Party leaves the professional organisation mentioned in their application, they must inform the Network Department and provide supporting documents attesting to their new professional circumstances within one (1) month of leaving the organisation. The Network Department may, in accordance with paragraph 3.3.1 of the Rules, temporarily suspend CESAM's Recommendation if the Recommended Party does not justify new professional circumstances meeting the requirements defined in paragraph 2.1 of the Rules pending the compliance of the Recommended Party with their obligations.

If the conditions for maintaining CESAM's Recommendation are no longer met at the end of the compliance period, the Network Department may withdraw CESAM's



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Recommendation from the Recommended Party in accordance with the procedure and under the terms and conditions described in paragraphs 3.3.2 and 3.4 of the Rules.

For Professionals With a Locally Registered Business Address

CESAM believes that in order to provide satisfactory services of general interest, the Recommended Party must know the local ecosystem in which they operate so they can call on local professional contacts while performing their assignments and inform Users of local regulations and practices.

As such, CESAM's Recommendation is assigned for a limited geographical area within which the Recommended Party's professional address must be registered.

Every Recommended Party must therefore provide the Network Department with proof of their professional address within the geographical area for which CESAM's Recommendation has been granted. A postal address is considered insufficient and the Recommended Party must provide proof of professional premises where they complete their assignments.

In the event that the Recommended Party changes their professional address, they must inform the Network Department of this change within a reasonable time frame. In the event the professional address is relocated outside the geographical area for which CESAM's Recommendation has been granted, the Network Department will be entitled to withdraw CESAM's Recommendation in accordance with paragraph 3.3.2 of the Rules.

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Specialised

Any applicant for CESAM's Recommendation must provide proof to the Network Department of technical qualifications enabling them to apply for one or more of CESAM's five specialised Technical Networks:

- Average Agent Network;
- Cargo Surveyor Network;
- Pleasure Craft Surveyor Network;
- Inland Waterway Surveyor Network;
- Fishing Vessel Surveyor Network.

The terms, conditions and qualifications necessary for any application to one of these five Technical Networks are defined in paragraph 3.1 of the Rules. If the applicant applies for CESAM's Recommendation in several of these Networks, they must demonstrate that they have the technical qualifications specific to each of the relevant areas of expertise.



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Reputation-Based

Any applicant for CESAM's Recommendation must be able to provide proof of honourability.

Any applicant domiciled in France is required to send the Network Department an extract of their criminal record (Bulletin No. 3) or, if they are located outside France, any local administrative equivalent that must be free of any registered offences.

The applicant must also send a sworn statement in which they certify that they are up to date with all social security and tax obligations incumbent on them.

The applicant must also inform the Network Department if any dispute has arisen between them and one of CESAM's Members or if they have a conflict of interest with regard to one of them. If so, the Network Department may ask the applicant to explain the context of this dispute and/or conflict of interest and the responses provided.

1.3. Compliance Control for Applicants and CESAM's Recommended Parties

CESAM's Recommendation, as described in point 1.2 above, entails an obligation for the Recommended Party to meet certain legal and regulatory compliance requirements. CESAM undertakes to check the applicant's compliance with the requirements for CESAM's Recommendation as well as that of the Recommended Party throughout the duration of the Recommendation.

To this end, the Network Department carries out in-depth, documented and substantiated controls and analyses, including using control tools and software.

In addition, the Network Department verifies that the applicant for CESAM's Recommendation, the Recommended Party, direct first-degree ascendants/descendants and first-degree relatives, as well as the professional organisation where they work, the partners, shareholders, members of the board of directors, and beneficial owners of this organisation:

(i) Are not subject to any sanctions under United Nations resolutions, and/or economic or trade sanctions imposed by the European Union, France, the United Kingdom or the United States of America or under any law or regulatory provision pursuant to any applicable national law.

In particular, controls will aim to determine whether the persons concerned are subject to any restrictive measures such as asset freezing, trade bans, sanctions for drug trafficking, terrorism, the Non-Proliferation Program and other specific sanctions;

(ii) Are not subject to prosecution and/or conviction for terrorism, terrorist financing, corruption or money laundering, or in any area whatsoever that is likely to tarnish their reputation and jeopardise their integrity;

(iii) Are not politically exposed persons, i.e. persons who have or have had important public functions in their geographical area of operation, and are not members of the entourage (family and associates)



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of the primary circle of politically exposed persons, and have not been any of the aforementioned for more than a year;

(iv) Do not belong to any special interest categories. Persons of special interest are persons who have been convicted of financial crimes or offences, infractions related to organised crime or trafficking prohibited goods and services;

(v) Are not subject to any formal regulatory administrative sanctions (penalty, fine or other measure) by a government or independent regulatory body responsible for the supervision and oversight of specific administrative regulations;

(vi) Are not subject to any conflicts of interest with the assignments that may be entrusted to them.

For the purposes of these controls, the Network Department reserves the right to request additional information or documents from the applicant for CESAM's Recommendation or from the Recommended Party.

As reputation is fundamental for CESAM, following the analysis of all these criteria, CESAM reserves the right to agree or refuse to grant the recommendation or to maintain it.

1.4. Compliance with the Scope of Assignments

Every Recommended Party undertakes to comply with the strict terms of the assignment entrusted by the User.

The Recommended Party will refrain from settling claims without an express mandate from the User, insurance company or underwriting agent.

1.5. Ethical Principles

Each Recommended Party acknowledges the importance attributed to complying with regulations and business ethics in general and, in particular, complying with anti-corruption regulations. Each Recommended Party undertakes to comply with the following ethical principles for as long as they benefit from CESAM's Recommendation.

1.5.1. Professional Secrecy and Confidentiality

Every Recommended Party undertakes to respect professional secrecy.

Any information, data or document collected from the User or from a third party to the assignment, and which the Recommended Party becomes aware of while carrying out each of their assignments, must be treated as strictly confidential.

The Recommended Party undertakes not to share them with any unauthorised third parties.

The Recommended Party undertakes not to use any information, data or documents which they may become aware of while carrying out the assignments entrusted to them as a result of CESAM's Recommendation, for personal gain or that of the professional organisation to which they belong.



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Similarly, the Recommended Party undertakes not to use them for purposes contrary to the interests of the User or CESAM, nor to disclose the purpose, scope or conclusions of an assignment, the content of a survey report or the information collected or held while carrying out their assignments to third parties.

The Recommended Party must take measures to ensure the confidentiality of this data, information and documentation under the terms and conditions described in paragraph 2.1.2 of the Rules.

Neither CESAM, its employees nor the members of the Technical or Disciplinary Commissions are considered third parties within the meaning of this paragraph and may receive such information, data and documentation as part of the audit process provided for in paragraph 2.4.2 of the Rules or disciplinary proceedings initiated pursuant to paragraph 3.4 of the Rules.

1.5.2. Incompatibility

Every Recommended Party will refrain from pursuing a primary or ancillary activity as an insurance agent, insurance broker, consignee, importer or exporter, freight forwarder, handling agent, shipyard or any other activity likely to constitute a conflict of interest in the standard use of CESAM's Recommendation if such incompatibility affects the independent performance of the assignments described in paragraph 2.2 of the Rules.

Every Recommended Party must also inform the Network Department of any ancillary activity that they carry out in addition to their activity as Average Agent or Surveyor, and in particular any salvage- and/or assistance-related assignments.

In the event of a salvage sale activity, this activity must be carried out for a legal entity other than that for which the Recommended Party carries out their assignments as Average Agent and/or Surveyor. Under no circumstances may the funds relating to the sale of the cargo be transferred to their recipient via the Recommended Party.

1.5.3. Conflict of Interest

In the event of a conflict of interest between any Recommended Party and the User in the context of a particular assignment, the Recommended Party must do as follows:

- If the Recommended Party has been previously appointed for an assignment that could influence the new assignment entrusted to them, they must immediately notify the User so that they can confirm this assignment with full knowledge of the facts.
- If the Recommended Party has already been appointed to the same case by another party whose interests are opposed, they must refuse the assignment entrusted to them.
- If the Recommended Party has already been appointed to the same case by another party whose interests are not opposed to those of the User, the Recommended Party may offer to act on behalf of both, subject to the express written agreement of the User and the other party.



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- If the Recommended Party carries out a personal commercial activity and is called upon to work on an assignment where their own interests may be at stake, they must refuse this new assignment and inform the User.

In the event that, following a claim survey assessment as provided for in paragraph 2.2.3 of the Rules, the Average Agent or the Surveyor recommends the salvage sale of the cargo, for the purpose of preventing any conflict of interest, the services of a salvage sale or recycling company that is not legally independent of the professional organisation within which the Recommended Party operates or in which the Recommended Party holds units or shares or with which the Recommended Party maintains close professional or personal ties may not be used. The funds linked to this sale may not be transferred to their recipient via the Recommended Party.

In order to avoid conflicts of interest, the Recommended Party may not acquire any property that has been subject to a survey assessment within the context of CESAM's Recommendation.

1.5.4. Due Diligence

Every Recommended Party must exercise due diligence and duty of care while carrying out the assignments entrusted by a User as a result of CESAM's Recommendation.

The tasks carried out must be carried out immediately and with due diligence in accordance with the procedures defined by mutual agreement with the User.

The Recommended Party must carry out their claim survey assessments as described in paragraph 2.2.3 of the Rules so as to preserve both sides of the argument between the stakeholders.

The Recommended Party undertakes to draw up a report or memo that follows the instructions specified in paragraph 2.3.2 of the Rules and complies with industry standards.

The Recommended Party undertakes to respond to any request from the Network Department to update the data and information concerning them and to carry out an audit on the assignments entrusted to it, as well as to respond to any request made in the context of disciplinary proceedings as defined in paragraph 3.4 of the Rules. The Recommended Party also undertakes to pay the annual contribution upon first receipt of the invoice pertaining to it.

1.5.5. Fees

The Recommended Party freely sets the remuneration that it will receive from the User that requested them.

The Recommended Party will invoice their fees directly to the User in accordance with the terms and conditions that it is free to establish. They will strictly abide by the tax requirements in force.

Upon referral, the Recommended Party must inform the User in writing of the methods for determining their fees.



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However, this remuneration must be set in a reasonable manner, taking into account the practices, the nature and difficulty of the assignment, the time devoted to the assignment, their experience and seniority, and the expenses of their professional organisation.

The Recommended Party must be able to justify the remuneration established in a detailed fashion.

Under no circumstances may the amount of this remuneration be calculated on the basis of the values in question (e.g. the value of the ship, the cargo, the insured property, or the amount of the damage) or the results obtained while carrying out the assignment entrusted. However, on an exceptional basis, a written agreement with the User may provide for additional remuneration based on the results obtained. This additional remuneration must remain reasonable and justifiable with regard to the assignment carried out.

In addition, the Recommended Party is entitled to reimbursement of the costs and out-of-pocket expenses that they have incurred during their assignment (e.g. travel, phone and correspondence expenses) as well as one-off costs (expert and analysis fees) which they must be able to justify and include separately on their invoice.

CESAM will not be held liable for the payment of the Recommended Party's fees by the User and may not be held liable for non-payment of the fees.

However, the Network Department may intervene to support any Recommended Party in order to facilitate the collection of their fees.

1.5.6. Fellowship

Every Recommended Party must maintain relations based on good fellowship with the other Recommended Parties.

Every Recommended Party undertakes to make reasonable efforts to assist any other Recommended Party who requests their assistance.

1.5.7. Disputes and Conciliation

Every Recommended Party undertakes not to bring their disputes with another Recommended Party to the attention of a User.

Every Recommended Party undertakes not to damage the reputation of another Recommended Party.

Every Recommended Party agrees to refrain from any malicious behaviour, any public or private statements in writing or any action likely to damage the reputation of other Recommended Parties, CESAM or CESAM's Members.

Any Recommended Party involved in a dispute with another Recommended Party must seek conciliation, as necessary, through CESAM.



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1.6. **The Recommended Party's Requirement to Take Out an Insurance Policy for Business Liability**

Every Recommended Party undertakes to provide evidence that they have taken out an insurance policy (and that it remains in force) covering the business liability resulting from their activities as a Recommended Party. The Network Department undertakes not to grant Recommended status to or to withdraw the Recommendation from any applicant or Recommended Party who does not prove that they have taken out such an insurance policy by producing a certificate.



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SECTION II: ACTIVITIES OF RECOMMENDED PARTIES

2.1 Terms and Conditions of Performance

2.1.1 Premises

Every Recommended Party will freely choose the professional organisation within which they carry out their duties, as well as the procedures for its management.

The Recommended Party will, however, ensure that their premises are maintained within the geographical area for which CESAM's Recommendation has been granted in order to comply at all times with the local professional address requirement set out in paragraph 1.2.2. (d) of the Rules.

The Recommended Party undertakes to acquire and maintain material (equipment) and human (staff) resources enabling them to carry out their assignments in accordance with the ethical principles listed in paragraph 1.5 of the Rules and the terms and conditions of performance set out in paragraphs 2.1 and 2.3 of the Rules.

The Recommended Party retains full independence in the management of the professional organisation, in their relations with Users and in any other decision relating to their activities.

2.1.2 Information Systems

(a) Information System Security

As part of the performance of their duties, Every Recommended Party is required to collect personal data and sensitive confidential information relating to the assureds, the "Business Liability" and "Property Damage" insurers and any other stakeholder in the transport chain involved in a case.

Every Recommended Party therefore undertakes to take the appropriate technical and organisational measures to ensure the security of the information systems used and to guarantee the protection of the data they collect and process.

In order to ensure the confidentiality of the data and information collected, the Recommended Party must take measures to ensure that other persons working within the same professional organisation may not access this data or information. This restricted access will not apply to employees of the Recommended Party whose assignments, provided for in their employment contract, consist of carrying out administrative duties that contribute to the Recommended Party's assignments.

(b) Data Backups

Every Recommended Party undertakes to set up regular periodic digital backups of the data, information and documents they process. This backup must take place at least monthly. The frequency may be reduced if the Recommended Party's volume of activity so requires to ensure the proper processing and security of data, information and documents.



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Furthermore, every Recommended Party undertakes to keep, for a minimum period of ten (10) years, a backup copy of all the documents in the cases and assignments that they have had to process as a result of CESAM's Recommendation.

(c) Trusted Antivirus, Firewall and Cloud Solutions

Every Recommended Party undertakes to have up-to-date antivirus and firewall solutions to protect the data and information processed. If they use cloud services, they must also ensure to use a trusted cloud solution.

(d) Cybersecurity Training and Awareness

Every Recommended Party undertakes to raise awareness of cybersecurity and personal data protection among all staff with access to data, information and documents that they may be required to process as part of an assignment resulting from CESAM's Recommendation.

(e) Compliance with the General Data Protection Regulation

When the Recommended Party is established in the European Union or processes personal data relating to data subjects established in the EU, they undertake to comply with all the requirements under EU Regulation 2016/679 of the European Parliament and of the Council of 27 April 2016.

2.2 Assignments

Each Recommended Party, whether an Average Agent or Surveyor, may receive one of the following assignments.

Regardless of the Recommended Party's professional organisation, all tasks entrusted to the Recommended Party for as long as they benefit from CESAM's Recommendation are presumed to have been entrusted to them as a result of CESAM's Recommendation and will therefore be subject to the Rules.

The nature of the assignment binding the Recommended Party and the User will be defined between the two, without any intervention by CESAM in this respect.

2.2.1 **The Duty to Inform Stakeholders in the Marine Insurance Market**

Every Recommended Party must inform the Network Department of any change and/or event of which they become aware during their activities and in their geographical area of operation which has an impact on activities relating to freight transport and/or navigation conditions and/or port activities. A memo will be drawn up for the attention of the Network Department, which will publish it on its website, via newsletters and/or on social networks.

This duty to inform is mandatory for the Recommended Party due to their status as a member of CESAM's Recommended Network. It constitutes consideration for the Recommended Party's right to use CESAM's



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Recommendation. As a result, this duty to inform will be carried out free of charge and will not be remunerated by the Network Department.

The memo must apprise stakeholders in the marine insurance ecosystem of new risks and their impacts on the safety and regularity of activities when these risks are likely to have an impact on marine insurance policies.

The information to be provided will include the following:

- Any labour disputes;
- A clear accumulation of cargo;
- The submission of a major claim due to its consequences or the occurrence of a significant number of similar claims;
- A local administrative decision having an impact on marine and transport activity (embargo, quarantine, etc.);
- A new local regulation or administrative decision having an impact on transport, navigation or port activities;
- Any change in transport infrastructures (an inability to use, a modification, etc.), including ports, railways, roads, inland waterways or air.

2.2.2 Claim Prevention Assignment

(a) Pre-Survey

On the instructions of a User, the Recommended Party may draft a survey report relating to the assessment of a given risk from a technical standpoint and taking into account the general context (applicable regulations, safety, repair options, etc.). The purpose of such an assignment is to enable the User to establish the terms and conditions for accepting an insurance policy in full knowledge of the facts.

(b) Prevention Plan

The Recommended Party may also be asked to set up a *Comprehensive Prevention Programme* aimed at reducing a risk for a specific assured. During this type of assignment, the Recommended Party makes technical recommendations, taking into account the specific situation of the assured, and monitors the implementation of this programme for the time allotted to carry out their assignment.



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2.2.3 Claim Survey Assessment

(a) Observing Damage and Determining Causes and Sources

In accordance with the terms of operation described below, as well as any specific instructions received from the User, any Recommended Party may receive an assignment to record a claim submitted by an assured or their beneficiary under an insurance policy.

This survey assessment involves carrying out material and intellectual tasks, including:

- Making observations intended to establish the reality, nature and extent of the damage;
- Determining the causes, circumstances and sources of the damage;
- Collecting all information that may be useful for carrying out the assignment and interviewing any persons involved;
- Assessing the loss.

If these observations require specific technical knowledge, the Recommended Party may suggest that the User involve an expert in the relevant field, whose work the Recommended Party will supervise. The choice of this expert must be validated by the User.

In any event, these observations must be made in the presence of all the professionals or transport auxiliaries concerned so as to be binding on them. To this end, all parties must be summoned sufficiently in advance and in accordance with the regulations in force.

(b) Protective Measures to Limit the Extent of the Claim

In the event of a claim, the purpose of every Recommended Party is to encourage the assured or the property owner to prescribe or take the necessary measures to limit the extent of the damage.

This includes but is not limited to prescribing measures to protect from theft and bad weather, or salvage, safety, refurbishing or fumigation measures.

If these measures are necessary to limit the extent of the claim and the assured or owner of the damaged property does not take any of them, the Recommended Party will immediately inform the User.



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In any event, the Recommended Party cannot take over the role of the owner of the damaged property to implement these protective measures.

(c) Retaining the Right to Recourse and Pursuing Recourse

Generally by way of subrogation, insurance companies exercise recourse against third parties responsible for the claim affecting the property or person they insure. This recourse is either exercised amicably or in court.

When the User is an insurance company, the Recommended Party must retain the right to recourse by encouraging the assured to notify their reservations to the third parties presumed to be liable, in compliance with the applicable requirements, and by organising the contradictory findings required to preserve evidence of the claim.

Furthermore, the Recommended Party may receive specific and express instructions from the User asking them to pursue recourse by sending a complaint or formal notice to any responsible third party, or even by taking the legal steps required to assert said recourse. In this case, they must regularly report on the progress of the case and the fees expected.

(d) No Evaluation or Settlement of Claims

Unless specific and precise instructions are received from the User, the Recommended Party will not comment on any insurance cover that may be invoked or on the amounts to be paid by the insurance company as compensation.

Similarly, they may not under any circumstances pay insurance compensation to an assured.

2.3 Terms of Performance

2.3.1 **Compliance Control to be Carried Out by the Recommended Party**

Every Recommended Party will ensure, as part of the performance of their assignment, not to initiate, proceed with or carry out transactions with counterparties subject to sanctions under United Nations resolutions, and/or economic or trade sanctions imposed by the European Union, France, the United Kingdom, the United States of America or under any law or regulatory provision pursuant to any applicable national law, or convicted of an offence related to terrorism, terrorist financing, corruption or money laundering. The Recommended Party implements the necessary verification measures in this regard.

CESAM has the option of carrying out a control on the verification measures implemented by the Recommended Party.

If at any time a Recommended Party finds that a person could fall within the scope of the cases referred to in the first paragraph of this article, the Recommended Party must immediately inform the User and/or



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the beneficial owner of the assignment as well as CESAM in order to determine to what extent and under what terms the assignment could be continued. In the meantime, the assignment will be suspended.

2.3.2 Handling Assignments

(a) Surveyor's Obligation to Handle Assignments Personally and Average Agent's Right to Delegate

Any Average Agent recommended by CESAM is required to intervene personally. However, they may, subject to the User's express written agreement, delegate the tasks entrusted to it as a result of CESAM's Recommendation to an expert.

The Average Agent will be held responsible for the expert's completion of the assignments. This delegation capacity is specific to the Average Agent. However, they will be obliged to supervise any assignment entrusted to the expert and to countersign the survey report to be drawn up.

Any Surveyor recommended by CESAM is required to intervene personally on the assignments entrusted to them as a result of CESAM's Recommendation. Under no circumstances may they delegate their duties to a colleague. They must therefore personally sign the survey report following their assignment.

(b) Rules on Drafting the Survey Report for a Claim Survey

Unless otherwise agreed or instructed by the User, the Recommended Party must draw up a claim survey report at the end of their assignment.

This survey report must be precise, clear, comprehensive and accompanied by time-stamped photographs to illustrate the damage observed and identify the property(ies) concerned by the assignment.

As a minimum, the survey report will contain a list of the parties present at the time of the observations, a presentation of the circumstances of the event and the observations made, and an analysis of the source, causes and circumstances of the damage and losses suffered.

The Recommended Party must attach the report(s) of the expert(s) and/or surveyor(s) that they have appointed to carry out their assignment and a copy of the documents which serve to understand their conclusions.

The survey report is submitted to the User.

In accordance with the ethical principle of due diligence specified in paragraph 1.5.4 of the Rules, the survey report must be submitted to the User within a reasonable time frame after the last meeting between the parties is held.



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(c) Drafting a Memo in Accordance with the Duty to Inform

In accordance with paragraph 2.2.1 of the Rules, the Recommended Party must draw up a free memo in writing, using any medium they wish, as part of their duty to inform the stakeholders in the marine insurance market.

In accordance with the ethical principle of due diligence specified in paragraph 1.5.4 of the Rules, the memo must be submitted within a reasonable time frame following the event.

2.4 Annual Activity Report and Audit

2.4.1 **Drafting an Annual Activity Report**

Every Recommended Party undertakes to submit an annual report on their activities at the first request of the Network Department. This report must be submitted electronically within three (3) months of the request sent by the Network Department.

2.4.2 **Audit**

Every Recommended Party undertakes to grant unrestricted access to their files to persons authorised by CESAM to carry out audits and inspection visits at the Recommended Party's offices.

The persons authorised to carry out these audits and inspection visits are employees of CESAM.

(a) Definition of the Audit

The purpose of any audit carried out by CESAM on the premises of a Recommended Party or remotely is to ensure that the Recommended Party complies with the Rules.

This mainly involves verifying items including but not limited to:

- The technical skills and professional abilities of the Recommended Party;
- The material criteria for exercising the Recommended Party's profession, enabling them to carry out the assignments entrusted to them;
- The local establishment of the Recommended Party;
- The deadlines for submitting survey reports or memos as well as their quality.

CESAM gets involved in this audit following a decision by the Technical Commission to which the Recommended Party is attached or on its own initiative. Under no circumstances may an audit be performed on a Recommended Party based on a request made individually by a Member involved in a current or past assignment of the Recommended Party.



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(b) Audit Details

CESAM will inform the Recommended Party of any audit at least one (1) month before the date selected for the audit. The latter must provide CESAM with a sample of ten (10) to fifteen (15) survey reports produced in the twelve (12) months preceding the audit. This sample must be representative of the Recommended Party's activity.

The Recommended Party undertakes to allow CESAM unrestricted access to all documents relating to their professional activity linked to CESAM's Recommendation.

The documents that will be consulted during this audit may not be used by CESAM for purposes other than verifying compliance with the Rules.

Auditors will be given unrestricted access to any confidential documents concerning the business relations between this Recommended Party on the one hand, and CESAM Members and Users on the other. CESAM will preserve the confidentiality of these documents with regard to third parties.

During this audit, CESAM may ask to accompany the Recommended Party during a claim survey assessment or for visits to transport infrastructures. The purpose of such a trip is to assess the Recommended Party's skills in the field.

(c) Audit Results

An audit report will be drawn up by CESAM following this audit and sent to the Recommended Party in writing with acknowledgement of receipt.

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This report will primarily but not exclusively assess the Recommended Party's compliance with the requirements described in paragraphs 2.1, 2.2 and 2.3 of the Rules and will provide recommendations to the Recommended Party.

These recommendations may be:

- Mandatory if they aim to correct certain obligations included in the Rules and not complied with by the Recommended Party;
- Optional in order to improve the Recommended Party's general situation when carrying out their activity.

This report will be sent to the Recommended Party before it is presented to the Technical Commission to which the Recommended Party reports.

In the event of non-compliance with the obligations set out in the Rules that may lead to the withdrawal of the Recommendation in accordance with paragraphs 3.3.2 and 3.4 of the Rules, the audit report must describe the shortcomings observed.



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(d) The Right to be Heard

In order to comply with this audit's requirement that both parties be heard, the Recommended Party may submit additional comments or explanations in writing to CESAM within fifteen (15) days of receipt of the audit report.

These additional comments or explanations will also be sent by the Network Department to the Technical Commission to which the Recommended Party reports.

(e) Refusal of the Audit

In the event an audit is refused by the Registered Party, without the latter proposing other dates within three (3) months of CESAM's request for an audit, disciplinary proceedings will be initiated in accordance with paragraph 3.4. of the Rules. These disciplinary proceedings may lead to the exclusion of Recommended Parties from CESAM's Recommended Network and the withdrawal of CESAM's Recommendation.



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SECTION III: APPOINTMENT AND WITHDRAWAL OF CESAM'S RECOMMENDATION

3.1. Appointment Procedures

3.1.1 **Procedures for Appointing Average Agents in France and Abroad**

This section details the call for applications systematically put in place for any new appointment of an Average Agent in France (including DROM-COM-POM) or abroad in order to comply with the applicable antitrust rules.

(a) Publication of a Call for Applications

For any opening of applications for a position of Average Agent in France or abroad, CESAM will publish a call for applications on its website.

In addition, in the event that the position is located in France, the call for applications will be public and will be published via a specialised press organisation in order to inform as many applicants as possible that a position has opened up.

These publications must indicate the items detailed in paragraphs b to g below (i.e. the skills and material professional criteria sought, the procedure for submitting an application, the procedure for examining applications, the deadlines and the obligation to publish professional contact details), as well as the geographical area covered by the Average Agent position open to applications.

(b) Applicant Skill Criteria

Any applicant for the Average Agent position must be able to demonstrate general technical skills enabling them to carry out the assignments that may be entrusted to them.

To this end, the following criteria are systematically included in any call for applications and are assessed according to CESAM's assessment grid.

The first criterion relates to the applicant's professional skills. The applicant must hold a diploma enabling them to prove that they have the technical skills necessary to properly handle the assignments that may be entrusted to them, potentially including but not limited to a degree in law, economics, or engineering.

Furthermore, the applicant must prove that they have completed training relating to the technical fields within the Average Agents' scope of intervention in order to certify that their skills have been updated over the previous three (3) years.

In addition to their diploma(s) and certificate(s) of continuing education, any applicant may also provide proof of experience in the transport industry.

They must also provide proof of professional experience as a surveyor or average agent by justifying a minimum of forty (40) survey assessments per year for the three (3) years preceding the application.



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Finally, applicants for the Average Agent position must demonstrate professional proficiency in *at least* one foreign language, namely English. Speaking a second language in addition to French is an additional advantage when the call for applications involves a position located abroad.

(c) Material Professional Criteria for the Applicant

Any applicant for the Average Agent position must be able to demonstrate the following material professional criteria enabling them to complete the assignments entrusted to them:

- Be able to demonstrate a professional organisation enabling the applicant to practise the profession of Average Agent in terms of premises, equipment and personnel, in accordance with the requirements defined in paragraphs 1.2.2. (c) and 2.1 of the Rules;
- Have their professional address registered in the geographical area cited in the call for applications in accordance with paragraph 1.2.2. (d) the Rules;
- Use IT management software to monitor all Average Agent assignments leading to communication with Users using digital or electronic mediums in accordance with paragraph 2.1.2 of the Rules;
- Be able to demonstrate the implementation of tools to ensure the security of information systems in accordance with paragraph 2.1.2 of the Rules;
- Send a sworn statement certifying that they are up to date with all their social security and tax obligations in accordance with paragraph 1.2.2. (f) the Rules;
- Provide an extract of their criminal record (Bulletin No. 3) or any local administrative equivalent free of any registered offences in accordance with paragraph 1.2.2. (f) the Rules;
- Send a K-bis extract or a certificate of registration in the SIRENE Directory of the professional organisation (if practising individually) or any local equivalent in the country where the organisation is based in accordance with paragraph 1.2.2. (c) (d) and 2.1 of the Rules;
- Provide a certificate of insurance for business liability, valid for the current calendar year in accordance with paragraph 1.6 of the Rules.

(d) Documents to be Provided for All Applications

In addition to the documents proving that the applicant's material professional criteria have been met, all applications must include the following:

- The applicant's ID;
- A CV;



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- Ten (10) survey reports produced in the twelve (12) months preceding the call for applications and involving the technical fields within the scope of an Average Agent's assignments. CESAM will preserve the confidentiality of these documents with regard to third parties and may not use them for purposes other than those of the call for applications;
- A cover letter indicating the reasons why the applicant is responding to the call for applications and the reasons for requesting CESAM's Recommendation;
- In the event that the applicant practises a regulated profession in the country where their organisation is based in connection with the Average Agent assignments, a copy of the certificate or licence authorising them to practise said profession;
- A sworn statement describing past or current disputes with a CESAM Member or certifying the absence of any disputes;
- A sworn statement detailing related activities and potential conflicts of interest with CESAM Members.

(e) Sending the Application

All applications must be sent to the Network Department electronically in accordance with the procedures and by the deadlines specified in each call for applications. Any application that does not comply with these procedures or the deadline will be systematically rejected.

Upon receipt of each application, CESAM will issue an invoice for a fixed amount defined in each call for applications corresponding to the administrative costs of processing the application.

This invoice must be paid by bank transfer within fifteen (15) days of receipt. If no payment is made within this period, the application will be systematically rejected.

The administrative costs of processing the application may not be reimbursed in the event of withdrawal of the application or refusal to grant CESAM's Recommendation.

(f) Review of the Application

Any application validly sent will be examined by the Network Technical Advisory Commission (hereinafter CTCR) within two (2) months of the end of the call for applications.

Each CTCR member representing a CESAM Member insurance company will evaluate each application according to the evaluation grid included in each call for applications. This evaluation grid will enable each application to be scored out of 100.

Before the final deliberation, the members of the CTCR representing non-members of CESAM may issue an opinion on each application.



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The deliberations of the CTCR, which will examine the various applications and decide whether to award or reject CESAM's Recommendation, will be confidential.

(g) Application Decision

The application with the highest rating under the evaluation grid will obtain CESAM's Recommendation unless the CTCR considers that no application meets the requirements detailed above.

In the month following the deliberations of the CTCR, the Network Department will send each applicant:

- An email in which they will inform the applicant that their application has been selected to obtain CESAM's Recommendation. The acceptance of the application is sent to the future Recommended Party along with the Rules in force to date.
- Or an email in which it informs the applicant that their application has not been selected to obtain CESAM's Recommendation. This email indicates the reasons that led to the non-acceptance of the application.

The non-acceptance of an application only concerns the call for applications for which the applicant has submitted an application to CESAM. Applicants whose applications have not been selected may resubmit their applications in the next call for applications for the same geographical area.

(h) Successful Applicants and the Provision of Their Professional Contact Details to Obtain CESAM's Recommendation

The Network Department will collect the applicant's professional contact details, i.e. surname, first name(s), date of birth, professional organisation, postal and email addresses, phone number and website.

The applicant is informed that providing their professional contact details is mandatory and determines the effective attribution of CESAM's Recommendation, as is the applicant's acceptance of their publication on CESAM's website.

If the applicant does not provide their professional contact details for publication on CESAM's website, the applicant whose application has been selected will not be granted CESAM's Recommendation.

All of this data will be processed in accordance with the regulations in force.

3.1.2 Procedures for Appointing Surveyors in France and Abroad

This section details the call for applications systematically put in place for any new appointment of a Pleasure Craft Surveyor, Cargo Surveyor, Inland Waterway Surveyor or Fishing Vessel Surveyor in France (including DROM-COM-POM) or abroad in order to comply with the applicable antitrust rules.



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(a) Applicant's Professional Skills

The professional skills required to submit an application as a Surveyor depend on the Technical Network that the applicant wishes to join.

(i) *Special case of Pleasure Craft and Cargo Surveyors: certification required*

Any applicant for the Recommendation of a Pleasure Craft Surveyor or a Cargo Surveyor must respectively hold the certifications of Insurance Surveyor and Loss Assessor ("*Experts Évaluateurs d'Assurances*" or EEA) – Pleasure Craft Specialisation/*Spécialité Plaisance* (hereinafter "Pleasure Craft Certification") or Insurance Surveyor and Loss Assessor (EEA) – Cargo Specialisation/*Spécialité Transports de Marchandises* (hereinafter "Cargo Certification") issued by the CNPP (*Centre National de Prévention et de Protection*) and take the continuing education course required for this certification.

In the event of an application for a position abroad, and in this situation only, CESAM may decide to waive the obligation of the Pleasure Craft Certification or Cargo Certification when the applicant demonstrates the technical skills necessary to properly handle the assignments in accordance with the requirements applicable to the application for an Inland Waterway Surveyor or a Fishing Vessel Surveyor detailed below in paragraph 3.1.2. a) (ii) of the Rules.

(ii) *Case of Fishing Vessel or Inland Waterway Surveyor Applicants*

Any applicant for the Recommendation of Fishing Vessel Surveyor or Inland Waterway Surveyor must be able to demonstrate technical skills enabling them to carry out the missions defined in paragraph 2.2 of the Rules.

The first criterion relates to the candidate's professional skills. The applicant must hold a diploma proving that they have the technical skills necessary to properly handle the tasks that may be entrusted to them, potentially including but not limited to a degree in law, economics, or engineering. Furthermore, the applicant must prove that they have completed training relating to their specialisation in order to certify that their skills have been updated over the previous three (3) years.

In addition to their diploma(s) and certificate(s) of continuing education, any applicant may also provide proof of experience in the transport industry.

They must also provide proof of professional experience as a surveyor or average agent amounting to a minimum of forty (40) survey assessments per year for the three (3) years preceding the application.

Finally, applicants for a Fishing Vessel Surveyor or Inland Waterway Surveyor position must demonstrate professional proficiency in at least one foreign language, namely English. Speaking a second language in addition to French is an additional advantage when the call for applications involves a position located abroad.



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(b) Common Material Professional Criteria for the Applicant

Any applicant for a Surveyor position recommended by CESAM must be able to demonstrate the following material professional criteria enabling them to complete the assignments entrusted to them:

- Be able to demonstrate a professional organisation enabling the applicant to practise the profession of Surveyor in terms of premises, equipment and personnel, in accordance with the requirements defined in paragraphs 1.2.2. (c) and 2.1 of the Rules;
- Have their professional address registered in the geographical area cited in accordance with paragraph 1.2.2. (d) of the Rules;
- Use IT management software to monitor all Surveyor assignments leading and to communicate with Users using digital or electronic mediums in accordance with paragraph 2.1.2 of the Rules;
- Be able to demonstrate the implementation of tools to ensure the security of information systems in accordance with paragraph 2.1.2 of the Rules;
- Send a sworn statement certifying that they are up to date with all their social security and tax obligations in accordance with paragraph 1.2.2. (f) of the Rules;
- Provide an extract of their criminal record (Bulletin No. 3) or any local administrative equivalent free of any registered offences in accordance with paragraph 1.2.2. (f) the Rules;
- Send a K-bis extract or a certificate of registration in the SIRENE Directory of the professional organisation (if practising individually) or any local equivalent in the country where the organisation is based in accordance with paragraphs 1.2.2. (c) (d) and 2.1 of the Rules;
- Provide a certificate of insurance for business liability, valid for the current calendar year in accordance with paragraph 1.6 of the Rules.

(c) Documents to be Provided in All Applications

In addition to the documents proving that the applicant's material professional criteria have been met, all applications must include the following:

- The applicant's ID;
- A CV;
- Ten (10) survey assessment reports produced in the twelve (12) months preceding the call for applications and involving the technical fields within the scope of the Technical Network for which the applicant is requesting CESAM's Recommendation.



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CESAM will preserve the confidentiality of these documents with regard to third parties and may not use them for purposes other than those of the application;

- A cover letter indicating the reasons why the applicant is submitting their application and the reasons for requesting CESAM's Recommendation;
- In the event that the applicant practises a regulated profession in the country where their organisation is based in connection with the Surveyor assignments, a copy of the certificate or licence authorising them to practise said profession;
- A sworn statement describing past or current disputes with a CESAM Member or certifying the absence of any disputes;
- A sworn statement detailing related activities and potential conflicts of interest with CESAM Members.

(d) Application Receipt, Review and Decision

(i) *Special case of Pleasure Craft or Cargo-certified Surveyors*

All applications must be sent to CESAM electronically after obtaining the Pleasure Craft or Cargo Certification.

These are open applications that do not correspond to a call for applications since any Surveyor with Pleasure Craft or Cargo Certification may request CESAM's Recommendation. If necessary, however, the Network Department may publish information indicating that it is looking for a Pleasure Craft Surveyor or a Cargo Surveyor in a specific geographical area.

Upon receipt of each application, the Network Department will acknowledge receipt of said application.

All valid and complete applications will be examined by the Network Department, which will notify the Pleasure Craft Commission or the Cargo Commission for information purposes.

Unless the conditions set out in these Rules are not met, CESAM will accept all applications.

If the application is not accepted, the Network Department will send an email to the applicant indicating the reasons for the rejection of the application. One (1) year after refusal, any applicant may resubmit a Recommendation request under the conditions set out above.

In the event of acceptance, the Network Department will inform the applicant by email that their application has been selected to obtain CESAM's Recommendation. The acceptance of the application is sent to the future Recommended Party along with the Rules in force to date.



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(ii) *Case of Fishing Vessel and Inland Waterway Surveyors*

All applications must be sent to CESAM electronically.

These are open applications that do not correspond to a call for applications, as the Networks of Fishing Vessel Surveyors and Inland Waterway Surveyors are more restricted. If necessary, however, the Network Department may publish information indicating that it is looking for a Fishing Vessel or Inland Waterway Surveyor in a given geographical area.

Upon receipt of each application, the Network Department will acknowledge receipt of said application.

On receipt of each application, regardless of the specialisation, CESAM will issue an invoice for a fixed amount corresponding to the administrative costs of processing the application. This invoice must be paid by bank transfer within fifteen (15) days of receipt. If no payment is made within this period, the application will be systematically rejected.

The administrative costs of processing the application may not be reimbursed in the event of withdrawal of the application or refusal to grant CESAM's Recommendation.

Any valid and complete application will be reviewed by the Network Department, which will inform the Fishing Vessel or Inland Waterway Technical Commission.

During the first Technical Commission meeting held after receipt of the applications, the Network Department will submit the review of the applications received to the Commission. The members of said Technical Commission will issue a substantiated opinion on all applications and a collective decision to accept or reject each application will be taken.

If the application is not accepted, the Network Department will send an email to the applicant indicating the reasons for the rejection of the application. One (1) year after a rejection, any applicant may resubmit a request for CESAM's Recommendation under the same conditions as those set out above.

In the event of acceptance, the Network Department will inform the applicant by email that their application has been selected to obtain CESAM's Recommendation. This acceptance of the application is sent along with the Rules in force to date.

(e) Successful Applicant's and The Provision of Their Professional Contact Details to Obtain CESAM's Recommendation

The Network Department will collect the applicant's professional contact details, i.e. surname, first name(s), date of birth, professional organisation, postal and email addresses, phone number and website.

The applicant is informed that providing their professional contact details is mandatory and determines the effective attribution of CESAM's Recommendation, as is the candidate's acceptance of their publication on CESAM's website.



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If the applicant does not provide their professional contact details for publication on CESAM's website, the applicant whose application has been selected will not be granted CESAM's Recommendation.

All of this data will be processed in accordance with the regulations in force.

3.2 Duration of and Conditions for Maintaining the Recommendation

3.2.1 Duration of CESAM's Recommendation

CESAM's Recommendation will be effective from the date on which CESAM informs the Recommended Party of the effective nature of the Recommendation.

Initially, CESAM's Recommendation will be granted for a probationary period running from the grant date (year Y) until 31 December of year Y.

3.2.2 Continuing Education Requirement

Every Recommended Party undertakes, in order to maintain a level of excellence in the performance of the tasks entrusted to them, to attend at least one day of training (seven (7) actual hours) per year in relation to the Technical Network for which they have obtained CESAM's Recommendation. The Recommended Party must attend one day of training for each Technical Network to which they are affiliated. The Recommended Party must provide proof of having fulfilled this continuing education requirement in their annual activity report.

The Recommended Party from the Pleasure Craft Surveyor and Cargo Surveyor Networks must prove that the Pleasure Craft or Cargo Certification remains current throughout the duration of the Recommendation.

By 1 January 2025, Every Recommended Party from the Cargo Surveyor Network must have obtained the Cargo Certification, failing which CESAM's Recommendation will be automatically withdrawn.

3.2.3 Payment of the Annual Contribution

Every Recommended Party undertakes to pay an annual contribution to CESAM in consideration for CESAM's Recommendation and their appointment as a Recommended Party. In the event of multiple CESAM Recommendations relating to affiliation with several Technical Networks, a specific fixed annual contribution will be applied.

No annual contribution will be due during the trial period of CESAM's Recommendation as defined in paragraph 3.2.1 of the Rules.

At the end of the trial period, the contribution will be due every calendar year starting on 1 January following the end of this period. The contribution will be due for the entire year.



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The amount of this contribution is set annually by CESAM on a flat-rate basis. It cannot be calculated based on the activity of each Recommended Party and may be re-evaluated annually by the Network Department.

The Network Department will send the Recommended Party a form to be completed to find out who will pay the annual fee – the Recommended Party or a third-party payer. Where applicable, CESAM will send the invoice to the third-party payer, who will be required to pay the contribution.

The annual contribution will be paid upon receipt of the invoice issued.

Payment of this contribution must be made by bank transfer to the bank account whose details appear on the invoice sent by CESAM. Unless expressly stated by CESAM, payments by cheque or cash will not be accepted.

There will be no full or partial refunds of the annual contribution in the event of exclusion from CESAM's Recommended Network under the conditions provided for in paragraphs 3.3.2 and 3.4 of the Rules. Unless otherwise provided for in the Rules, the suspension of CESAM's Recommendation does not entitle the holder to a full or partial refund of the annual contribution. The annual contribution will not be reimbursed in the event CESAM's Recommendation is renounced during the year or in the event of the death of the Recommended Party.

3.3 Suspension or Withdrawal of CESAM's Recommendation

3.3.1 Suspension of CESAM's Recommendation

CESAM's Recommendation may be suspended for any of the following reasons:

- Personal or professional circumstances making it impossible for the Recommended Party to carry out their duties under calm conditions.

This suspension may be issued following a request made in writing by any Recommended Party or at the initiative of the Network Department.

CESAM and the Recommended Party will communicate to define the duration of the suspension, which may not be less than one (1) month but may not exceed six (6) months.

- During disciplinary proceedings for the reasons and under the terms and conditions detailed in paragraph 3.4 of the Rules.

3.3.2 Withdrawal of CESAM's Recommendation

CESAM's Recommendation may be withdrawn by the Network Department for one of the following reasons:

- Decision by CESAM's Board of Directors to terminate the services of general interest for the provision and management of a CESAM Recommended Network;
- Request by the Recommended Party to remove them from the lists of CESAM's Recommended Network;



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- Age limit: any Recommended Party who has reached the age of 70 is automatically removed from CESAM's Recommended list by the Network Department on the Recommended Party's birthday; -
- Relocation by the Recommended Party of their professional activity outside the geographical area for which CESAM's Recommendation has been granted;
- Refusal by the Recommended Party to have their professional contact details updated on CESAM's website;
- Failure to maintain professional conditions meeting the requirements set out in paragraph 2.1 of the Rules by the end of the compliance period provided to the Recommended Party, leading to their exclusion from CESAM's Recommended Network;
- Exclusion of the Recommended Party from CESAM's Recommended Network following disciplinary proceedings initiated in accordance with paragraph 3.4 of the Rules and for the reasons detailed in said paragraph.

The withdrawal of CESAM's Recommendation is effective immediately. However, ongoing assignments will be carried out until their completion, without the Recommended Party being able to declare or use CESAM's Recommendation.

In this respect, the Recommended Party must immediately stop using the mention of CESAM's Recommended status and CESAM's logo as described in paragraph 4.1 of the Rules. They will also inform the User of the withdrawal of CESAM's Recommendation.

As an exception, the withdrawal of CESAM's Recommendation from Recommended Parties who have made a request to be removed from CESAM's Recommended Network lists will only be effective at the end of a period of three (3) months from the date of the request. During this period, the Recommended Party will continue to perform their duties.

In any event, no full or partial refunds of the annual contribution will be owed by CESAM to the Recommended Party, as specified in paragraph 3.2.3 of the Rules.

3.4 **Disciplinary Proceedings**

3.4.1 **Details Surrounding Disciplinary Proceedings**

(a) Terms and Conditions for Initiating Disciplinary Proceedings

The Network Department may initiate disciplinary proceedings against any Recommended Party in the following cases:

- In the event of a breach observed by CESAM's auditors in the context of an audit carried out under the conditions provided for in paragraph 2.4.2 of the Rules.
- In the event of a proven and documented complaint received from a User, another Recommended Party or a third party. The Network Department will study any complaint submitted by a User, another Recommended Party or a third party relating



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to the work carried out by a Recommended Party. These complaints may be sent by post or email.

Only claims that clearly list the grievances against a Recommended Party, submitted along with items to support and document these grievances, will be taken into account. Such grievances will be systematically brought to the attention of the Technical Commission with which the Recommended Party is affiliated.

- In the event the Recommended Party makes written or oral comments, regardless of the medium or audience, that are detrimental to the honour of CESAM and/or one of its Members or intended to discredit CESAM and/or one of its Members.

(b) Information and Collection of any Observations from the Recommended Party

The Network Department, if it considers that the breaches observed are likely to give rise to sanctions, will inform the Recommended Party, by email with acknowledgement of receipt, that disciplinary proceedings have been initiated against them, specifying the grievances in question. Where applicable, the documents provided by the person who filed the complaint will be communicated to the Recommended Party.

In order to comply with the right to be heard, the Recommended Party may, within seven (7) business days of the sending of the email, send any written observations to the Network Department by return email. Within the same period, the Recommended Party may, if they so wish, ask for a hearing with the Network Department.

As an exception, the Network Department may impose a disciplinary suspension for compliance purposes with the Recommended Party for a period of one (1) month before receiving or hearing their observations. Similarly, when proceedings to remove the Recommended Party from the Network are underway, the Network Department may issue a suspension against the Recommended Party as a precaution pending the decision after consulting the Disciplinary Commission.

(c) Decision by the Network Department and Opinion of the Disciplinary Commission

The Network Department is the only body that can impose sanctions during disciplinary proceedings. The Network Department will decide on the sanction within twenty (20) days of the expiry of the deadline given to the Recommended Party to submit their observations. The removal of the Recommended Party from CESAM's Network may only be decided by the Network Department after having previously obtained the opinion of the Disciplinary Commission of the Technical Network with which the Recommended Party is affiliated. The Disciplinary Commission may also propose a lower-level sanction if removal does not seem appropriate. The Network Department will in no way be required to follow the opinion issued by the Disciplinary Commission and will retain the right to decide on the sanction independently.

Any member of the Technical Commissions who has a professional or personal conflict of interest with the Recommended Party must recuse themselves and may not participate



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in the Disciplinary Commission. Where applicable, they may be heard by the Disciplinary Commission as a party to the hearing.

The Network Department may issue a warning, reprimand or suspension without consulting the Disciplinary Commission. After the sanction has been imposed, the Network Department may consult the Disciplinary Commission to obtain its opinion on the sanction imposed. The Network Department may take this opinion into account and withdraw or modify the sanction imposed. In the event the Disciplinary Commission is summoned for an opinion, the Recommended Party may only bring an internal appeal against the sanction imposed after the Network Department has decided to maintain the sanction imposed.

In any event, the Network Department will have the final word on the sanctions imposed as part of these disciplinary proceedings.

3.4.2 Sanctions

(a) Substantiated and Gradual Nature of Sanctions

The sanctions incurred must be reasonable, proportionate and gradual. They take into account the seriousness of the acts attributable to the Recommended Party as well as any history of sanctions already imposed against the Recommended Party.

(b) Types of Sanctions

In the context of disciplinary proceedings initiated against a Recommended Party, the following sanctions may be imposed:

(i) *Simple warning:*

A simple warning is the first-degree sanction.

As a result, the Recommended Party is subject to increased supervision by CESAM for a period of one (1) year. CESAM reserves the right to carry out an audit to verify that the breach giving rise to the warning has been resolved and to ask the Recommended Party to report regularly on the progress of their assignments.

Any Recommended Party may, within a maximum period of two (2) years after the occurrence of the events giving rise to the first simple warning, be subject to a second simple warning. After this second warning within a maximum period of two (2) years, the second-degree sanction is automatically imposed.

(ii) *Reprimand:*

A reprimand is the second-degree sanction.



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The reprimand may be applied in the following cases:

- Third simple warning less than two (2) years after the occurrence of the events giving rise to the first simple warning;
- Clear or repeated breach of the Rules;
- Breach of the terms of the Recommended Party's assignment;
- Breach of the due diligence requirement defined in paragraph 1.5.4 of the Rules, particularly if this breach causes the User to lose a remedy, or has in any way prejudiced the User's rights and remedies.

A reprimand results in the Recommended being placed under increased supervision by CESAM for a period of one (1) year. CESAM reserves the right to carry out an audit to verify that the breach giving rise to the reprimand has been resolved and to ask the Recommended Party to report regularly on the progress of their assignments.

Any Recommended Party may, within a maximum period of two (2) years after the occurrence of the events giving rise to the first reprimand, be subject to a second reprimand. After this second reprimand within a maximum period of two (2) years, the third-degree sanction is automatically imposed.

(iii) Disciplinary suspension of CESAM's Recommendation

A disciplinary suspension of CESAM's Recommendation is the third-degree sanction.

Disciplinary suspension of CESAM's Recommendation may be imposed for a period not exceeding three (3) months in the event of:

- Repetition, within two (2) years, of the breach giving rise to the two (2) reprimands.
- Breach for which a reprimand may be issued, but which warrants suspension in the eyes of CESAM's Network due to its particularly serious nature.

Disciplinary suspension of CESAM's Recommendation for compliance purposes may be issued by the Network Department due to the occurrence of one of the following events, it being specified that the purpose of this suspension will be to grant the Recommended Party additional time, not to exceed one (1) month, to comply with the requirements of the Rules:

- Failure by the Recommended Party from the Cargo Surveyors Network to justify obtaining the Cargo Certification by 1 January 2025;
- Failure to implement suitable technical and organisational measures to ensure the security of information systems and ensure data protection in accordance with paragraph 2.1.2 of the Rules;
- Failure to take out a business liability insurance policy;



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- Failure to complete the annual activity report;
- Failure by the Recommended Party to fulfil their continuing education requirements;
- Failure to communicate the decision to renew the certificate or licence authorising the Recommended Party to practise their regulated profession in their country of establishment.

The Network Department may also issue a temporary disciplinary suspension, without limitation of duration, and pending the opinion of the Disciplinary Commission on the removal of the Recommended Party from CESAM's Network, in the event the Recommended Party makes written or oral comments, regardless of the medium or audience, that are detrimental to the honour of CESAM and/or one of its Members or intended to discredit CESAM and/or one of its Members.

(iv) Immediate removal of the Recommended Party from CESAM's Network

The exclusion of the Recommended Party from the Network will be decided by the Network Department on serious grounds.

In particular, the following are deemed to constitute serious grounds:

- Repeated breach of an ethical principle described in paragraph 1.5 of the Rules;
- Failure of the Recommended Party to fulfil their compliance obligations under paragraph 2.3.1 of the Rules;
- Three (3) warnings or reprimands issued against the Recommended Party;
- Clear inadequacy of the quality of the services provided while carrying out assignments;
- Refusal of an audit by the Recommended Party;
- Criminal conviction subsequent to the issuance of CESAM's Recommendation appearing on extracts from the criminal record or any local administrative equivalent;
- Insolvency of the professional organisation or personal bankruptcy;
- Repeated use of the mention of CESAM's Recommended status and CESAM's logo that does not meet the conditions set out in paragraph 4.1 of the Rules;
- Written or oral statements, regardless of the medium or audience, that are detrimental to the honour of CESAM or are intended to discredit CESAM, its Members, its Networks or its Recommended Parties;
- Failure to pay the annual contribution defined in paragraph 3.2.3 of the Rules by 1 April of the current calendar year;



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- Non-compliance of the Recommended Party following a compliance control carried out by the Network Department pursuant to paragraph 1.3 of the Rules;
- Breach for which a reprimand could be issued, but which warrants removal in the eyes of the Network Department due to its seriousness;
- When the Recommended Party has not complied with the requirements of the Rules at the end of the disciplinary suspension for compliance purposes issued by the Network Department for the reasons defined in paragraph 3.4.2. (b) (iii) of the Rules.

(c) Effect of the Sanction

Removal of Recommended Parties from CESAM's Network will result in automatic withdrawal of the Recommendation.

Unless the sanction is appealed, it will take effect on the day the decision of the Network Department is received by letter with acknowledgement of receipt.

In the event of an appeal against the sanction imposed under the terms and conditions of paragraph 3.4.3 of the Rules, CESAM's Recommendation will be suspended until the final outcome of the appeal.

In the event of removal, the Recommended Party will be prohibited from responding to a call for applications or submitting a spontaneous application within two (2) years of the removal decision.

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3.4.3 Appeal Against the Sanction Adopted

In the event of a dispute regarding the breaches they committed and/or the sanction adopted against them (warning, reprimand or suspension), the Recommended Party may bring an internal appeal before a CESAM Disciplinary Commission exclusively composed of Members belonging equally to the Network Advisory Commission and the Technical Commission with which the Recommended Party is affiliated, which will rule on the sanction issued as a last resort.



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SECTION IV: FINAL PROVISIONS

4.1 Use of the Mention of CESAM's Recommended Status and CESAM's Logo

The following provisions apply to professional documents drawn up by a Recommended Party following the assignments defined in paragraph 2.2 of the Rules.

CESAM authorises the Recommended Party to mention CESAM's Recommendation with the following wording:

SURNAME, First name(s)

"Average Agent" and or "[*indicate specialisation(s)*] Surveyor", recommended by CESAM in [*indicate the geographical area*].

In addition to and attached to this statement, any Recommended Party may also use CESAM's logo in accordance with the Graphic Charter set out in Appendix 1.

This pair (mention of CESAM's recommendation and logo) may be used on professional documents related to the specialisation for which the recommendation is granted.

Under no circumstances may CESAM's logo be used as the main logo of the entity through which the Recommended Party carries out their activity.

The Recommended Party is reminded that CESAM's Recommendation is granted on an individual basis and is for locally registered, specialised professionals. Only the Recommended Party may use this mention and CESAM's logo, to the exclusion of any other person belonging to the same professional organisation as the Recommended Party.

The Registered Party will refrain from using the mention of CESAM's Recommended status and CESAM's logo for any purposes contrary to the Rules.

4.2 Personal Data Processing

In accordance with the requirements of Article 13 of Regulation (EU) 2016/679 of the European Parliament and of the Council of 27 April 2016 on the protection of natural persons with regard to the processing of personal data and on the free movement of such data (the "GDPR Regulation"), the Recommended Party is informed that CESAM is required to process personal data on the basis of the information provided by the Recommended Party.

The data controller is CESAM, registered in the Paris Trade and Companies Register under number 351 030 200, with its registered office located at 11-15 rue Saint-Georges, 75009 Paris.

CESAM takes measures to ensure that the personal data it collects is processed in accordance with the provisions of the French Data Protection Law and the GDPR Regulation, ensuring the fairness and transparency of the processing and the adequacy, relevance and accuracy of the data collected.



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The personal data collected by CESAM will be processed strictly as necessary to fulfil the obligations arising from the Rules or to meet any legal or regulatory obligations with which CESAM must comply to manage the Recommendations it issues.

It should be noted that the applicant must provide the personal contact details mentioned in paragraph 1.2.2. (a) of the Rules (i.e. surname, first name(s), date of birth, professional organisation, postal and email addresses, phone number, website, language(s) spoken, specialisation(s), field(s) of expertise, type(s) of assignments carried out in the past). It is necessary to collect this data for the purpose of issuing or maintaining CESAM's Recommendation. If the applicant does not wish to provide the requested information or refuses to update it, they will not be able to benefit from CESAM's Recommendation or will have their Recommendation withdrawn.

Furthermore, the Recommended Party agrees that the personal data mentioned in the previous paragraph and collected from them may be published on CESAM's website and on informative communication mediums (such as CESAM's newsletters or their LinkedIn account, etc.). The personal data of the Recommended Party will not be shared with commercial or marketing entities.

In accordance with the GDPR Regulation, the applicant or the Recommended Party has a right of access, rectification, update, erasure, withdrawal, and portability of their personal data, or even to object to or limit processing, which may be exercised by sending an email to the Network Department at the following address: service.reseaux@cesam.org.

The personal data collected will be retained only as long as is strictly necessary to fulfil its intended purposes, which may not exceed five (5) years after the period during which the Recommended Party has benefited from CESAM's Recommendation, unless a longer retention period is required due to a legal or regulatory obligation.

The Recommended Party retains the right to lodge a complaint with the supervisory authorities, the list of which has been defined in each of the Member States, and in particular the French Data Protection Authority (*Commission nationale de l'informatique et des libertés* or CNIL).

CESAM will implement suitable technical and organisational measures to guarantee the security of personal data and the confidentiality of data not published on the mediums referred to above in order to prevent destruction, alteration, loss, distortion or damage of data in any way, or unauthorised or unlawful access by third parties, and legal measures to regulate and secure the transfer of data from the Recommended Party to recipients located in countries outside the European Union.

4.3 Governing Law and Dispute Resolution

These Rules are subject to French law.

CESAM and the Recommended Party will attempt to seek an amicable solution to any dispute that may arise between them regarding the terms and conditions for obtaining, using or withdrawing the Recommendation, as well as the validity, interpretation or enforcement of the Rules.

The party wishing to initiate an amicable resolution of the dispute through mediation must notify the other party of this intention by registered letter with acknowledgement of receipt to the address of its



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registered office or registered business address. The mediation will be subject to the mediation rules of the CMAP (*Centre de Médiation et d'Arbitrage de Paris*), to which the parties agree to adhere.

In the absence of an agreement to resort to mediation, or in the event of its failure, the dispute will be subject to the arbitration rules of the CMAP, to which the parties agree to adhere.

4.4 Final Clauses

These Rules will be translated into English. In all cases, only the French version will prevail.

If any provision of the Rules is cancelled or declared null and void in whole or in part, the validity of the other provisions will not be affected.

4.5 Entry Into Force and Amendment

These Rules will enter into force on the date set out at the beginning hereof.

They may be modified at any time by CESAM. The new rules will apply from the date of entry into force. The amended version of the Rules will then be communicated to the Recommended Party within one (1) month of their entry into force.

If no objection is expressed during the period preceding the entry into force of the new Rules, the Recommended Party will be deemed to have accepted the application of these new rules.

These Rules constitute the only contractual obligations binding CESAM and the Recommended Party during the term of CESAM's Recommendation, to the exclusion of any other description, statement, terms or conditions concerning such obligations, whether express or implied.



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APPENDICES

Appendix 1. Graphic Charter



CESAM

Committee of Studies
and Services for Marine
and Transport Insurers

Graphic charter

2022

SUMMARY

The Logotype

- 04** | The benchmark logotype
- 05** | The safety zones
- 06** | The minimum size
- 07** | The colors
- 08** | The prohibitions
- 10** | Use on various backgrounds

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Graphic
Charter
2022





THE LOGOTYPE

THE LOGOTYPE

THE BENCHMARK LOGOTYPE

The benchmark logo is the first graphic image identifying the company. This logo will be used on every medium issued by the company. It is available in colour, black monochrome and white monochrome.

Logo in 3 colours



Logo in black monochrome



Logo white monochrome



THE LOGOTYPE

SECURITY ZONES

The security zone is the area surrounding the logo in which no other graphic or typographic elements may appear.

For the benchmark logo



-  Logo structure area
-  Security zone (no element allowed in this area)

THE LOGOTYPE

THE MINIMUM SIZES

The size of the logo may vary depending on the documents. Any change in size must be carried out proportionally (both in width and height). However, for readability reasons, the logo should not appear below the minimal authorized size, i.e. 16 mm in width for the benchmark logo.

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Graphic
Charter
2022



C E S A M



C E S A M

Minimum size 16 mm

THE LOGOTYPE

THE COLORS

The 3 colours of the logo make up the reference colour range that will be used for the composition of all the company's communication medium. A monochrome range is added for the use of the logo in its black or white version.

The reference colour range



Colour logo

The monochrome colour range



Black monochrome logo

White monochrome logo

THE LOGOTYPE

THE PROHIBITIONS

Some situations or actions shall be avoided when using the logos.

The elements that make up the logo must not be moved.

The elements shall not be removed or recombined.

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The logo shall not be distorted.

No horizontal or vertical distortion effects (compression or extension) .



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THE LOGOTYPE

THE PROHIBITIONS

Some situations or actions shall be avoided when using the logos.

The colours shall not be changed.

No modification of colours is allowed on the logo and its variants.



The elements shall not be framed.

No frame shall appear around the logo.



THE LOGOTYPE

USE ON VARIOUS BACKGROUNDS

As a general rule, the logo should be used on white backgrounds. However, for some creative purposes, the logo can be used on coloured or special backgrounds while respecting some principles and verifying the harmony as a whole.

Use on coloured backgrounds.

On plain light backgrounds.

Preferably, use the colour logo, but if the result is not well-matched, use the black monochrome logo.



On plain dark backgrounds.

Preferably, use the white monochrome logo.



THE LOGOTYPE

USE ON VARIOUS BACKGROUNDS

As a general rule, the logo should be used on white backgrounds. However, for some creative purposes, the logo can be used on coloured or special backgrounds while respecting some principles and verifying the harmony as a whole.

Use on special backgrounds.

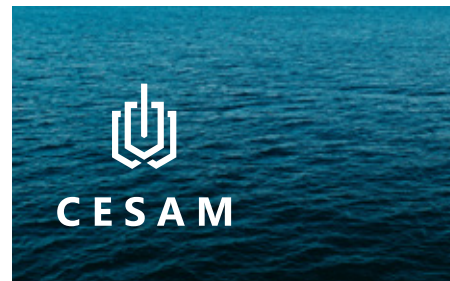
On light backgrounds.

Preferably, use the black monochrome logo.



On dark backgrounds.

Preferably, use the white monochrome logo.



On textured backgrounds.

Preferably, use the color logo, in a block, respecting the authorized security.





CESAM

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