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Welcome once again to another issue of the Seacurus Monthly Bulletin.

It has been something of a landmark month, with a number of key developments – BIMCO has launched the standardised security Guardcon, and standards for the accreditation of security providers have also been progressing. In addition to all this there has been the establishment of a new High Risk Area off the Western coast of Africa.

While there has been so much industry activity, the mainstream media has instead focused its eyes once again on the issue of ransoms as the British hostage Judith Tebbutt was finally released.

As a number of organisations, including the Save Our Seafarers (SOS) group have stressed, while the release of one person is welcome it should not blind anyone to the reality of the problems, the scope and scale of the piracy issue.

According to the latest IMB figures, the level of total attacks worldwide this year is 87, with total hijackings worldwide standing at 9. Yet again Somalia represents the most significant problem area. Of the worldwide figures, there have been 7 successful hijackings and 92 hostages taken by Somali pirates.

The current tally of vessels held by Somali pirates stands at 13 vessels and 197 hostages. The release of Judith Tebbutt is of course wonderful, uplifting news – but until the seafarers held are all safely home, perhaps it is understandable that the wider celebrations are muted.

Talking of the SOS campaign, we were pleased to see that Alistair Evitt has taken over as chairman of the group. We wish him well in this role, and hope that he has every possible success.



Captain Thomas Brown
Managing Director –
Seacurus Limited

BIMCO Launch Guardcon

Standard Contract for the Employment of Security Guard on vessels.

Preamble – Seacurus would be happy to assist PMSC's to arrange their 3rd Party Liability Insurances to comply with the new BimbcO Guardcon insurance requirements.

Please contact tbrown@seacurus.com for more information in this regard.

A new standardised contract between shipowners and private maritime security companies has been introduced by BIMCO.



“Guardcon” provides clarity on a range of key issues such as the roles and responsibilities of parties, team size and composition, actual duties and clarification on areas such as insurance, outsourcing and employment.

BIMCO chief maritime security officer Giles Noakes said that the proliferation of private maritime security companies (PMSCs) and the increase of shipowners contracting to use them has led to a need for standardisation and clarification. Mr Noakes welcomed the clarification and guidance Guardcon will bring to all parties.

Key Issues:

Despite the production of the Guardcon, BIMCO has made it clear, in unison with the other members of the Shipping Roundtable, that they don't want armed guards to become the accepted norm for merchant ships transiting the world's oceans - they want this to be a temporary measure.

Observers often agree with this point, however it now seems that it would take a bold shipowner to no longer use armed guards. It will be interesting to monitor this, but while the threat remains it seems the response will remain in place too.

BIMCO has stated that piracy should be tackled by the navies, not by private security companies. While this is a valid view, the fact has been that private security is available and working, and the highest quality companies provide an important defensive deterrent for commercial shipping.

Guardcon was drafted with the full support and assistance of the BIMCO team, shipowners (BIMCO members), and Underwriters.

There was understood to have been initial contact with the private maritime security industry, but it is unclear how much of the contractor input has translated into the final contract.

In Guardcon there are some clauses that are non-negotiable (Master's Authority for instance) and others where there is some room for negotiation.

The contract requires Rules for the Use of Force (RUF) to be in place, with graduated response and the use of proportional force. However the contract does not impose a standardised set of RUF. This is still provided by the PMSC. The concept being that if a potential piracy situation is developing the Team Leader (TL) will suggest to the Master that he 'invokes' the RUF, which the Master has to agree to in order to initiate the use of force. The TL will then have the authority to work within the RUF to deter/deny the pirates boarding the ship. The Master will however retain the authority for the navigation and safety of the ship and has the power to command the security team to cease fire. It may however be that the crew and Master have withdrawn to the Citadel at this time.

The aim of the RUF guidance is to prevent the Master being criminalised for actions taken by the security team in a Piracy incident.

While the contract reinforces the Master's authority to command a cease fire, there is no authority to override an individual security operative's right to self defence.

The Contract

The basic tenet of the contract is that the security services are to "protect and defend" the vessel during transit. This is against "actual, perceived or threatened acts of piracy and/or violent robbery and/or capture/seizure."

This service is to be provided by a team made up of a minimum of four persons - consisting of one Team Leader and three Security Operatives

The contractor is contracted to provide the security service through the use of security equipment, and always in accordance with the Rules for the Use of Force, relevant national laws and Standard Operating Procedures (SOPs).

The contract states that the security team will act upon the lawful instructions of the Master.
Contractor Obligations and Responsibilities

The contract imposes a number of basic obligations and responsibilities on the company and personnel providing the security services.



These include:

- Providing guidance to the crew, and carrying out drills, training, preparations for transit and recommendations to the Master
- Advise on vessel hardening in accordance with BMP
- Monitoring suspicious vessels, advising Master on security routing issues
- Assisting the Master in liaising with UKMTO, MSCHOA and applicable authorities, as per agreed procedures
- Providing post transit reports to shipowners
- Ensuring no crew members are allowed to handle firearms
- Providing and maintaining the resources required to provide the security services in accordance with the contract
- Establishing and maintaining an operational point of contact, available 24 hours per day prior to and during the deployment
- Arranging transportation from the vessel, at their cost, of sick or injured security personnel

Under the terms of Guardcon the contractor shall provide suitably qualified personnel and shall undertake that each security personnel have:

- Been medically examined (ENG1 or equivalent)
- Has relevant STCW, or where applicable BMP training
- Relevant experience and suitable training in the use of and carriage of deployed firearms
- Valid passport and visas
- Yellow Fever card
- No criminal convictions that would preclude them from holding a firearms certificate
- Prior military or law enforcement service, or equivalent as accepted by Owners
- Not been discharged for any disciplinary measures from military, law enforcement or other service
- Command of the common working language between members of the security team and the Master
- Command of the English language, to a standard which allows him to perform his duties
- Level of mental and physical fitness appropriate to providing security services
- The Team Leader shall have prior experience of performing equivalent services onboard a merchant vessel
- At least one member of the security team has to be trained in first aid trauma treatment

Owner Obligations and Responsibilities

The contract imposes certain obligations and responsibilities on the Owners. They shall:

- Pay all sums owed to the Contractor
- Pay all usual voyage and vessel expenses
- Supply and pay for materials required to harden the vessel
- Ensure the contractors are provided with access to the vessel and other premises as necessary
- Responsible to interested parties, such as Flag States, Hull and Machinery underwriters, P&I Underwriters, War Risk Underwriters, and charterers
- Liaise with UKMTO and MSCHOA in accordance with BMP
- Providing victualing and accommodation as reasonably required, and equivalent to the vessel's officers
- Provide a secure location for the storage and safe keeping of any firearms onboard
- Deviating the vessel at their cost to disembark sick or injured security personnel
- Ensuring security personnel are entered onto crew list as supernumeraries and are given familiarisation training

Master's Authority

The Master shall, at all times, throughout the contract have and retain ultimate responsibility for the safe navigation and overall command of the vessel. Any decisions taken by the Master shall be binding and the contractors undertake to instruct the security personnel accordingly.

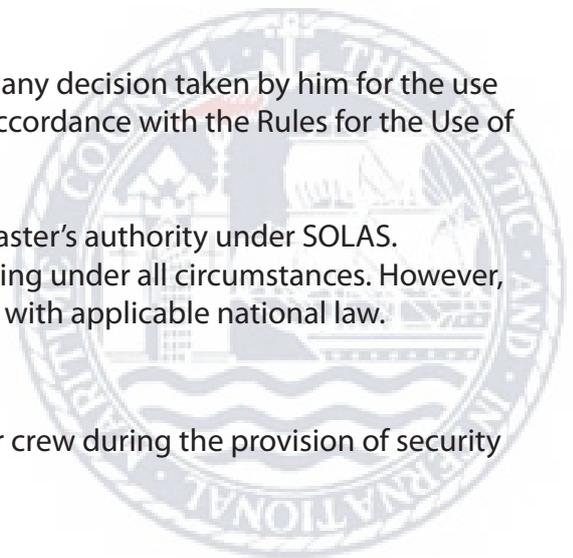
In the event of any actual, perceived or threatened act of piracy and/or violent robbery and/or capture/seizure by third parties the Team Leader shall advise the Master (or in the Master's absence) the Officer of the Watch that he intends to invoke the Rules for the Use of Force.

Each security personnel shall always have the sole responsibility for any decision taken by him for the use of any force, including targeting and weapon discharge, always in accordance with the Rules for the Use of Force and applicable national law.

Nothing in the contract shall be construed as a derogation of the Master's authority under SOLAS. The Master has the authority to order security personnel to cease firing under all circumstances. However, the security personnel retain the right of self defence in accordance with applicable national law.

Hi-Jacking

The security contractors do not guarantee the safety of the vessel or crew during the provision of security services.



The contractors are entitled to a briefing by the Owners Incident management team or relevant persons in charge of managing the hijacking incident
Contractors shall be entitled to receive regular weekly updates as to the progress of negotiations
The contractors and security personnel shall not do anything to endanger the lives of crew and/or other persons permitted by the Owners to travel onboard the vessel.

Providing that security personnel are onboard the vessel at the time of the vessel's release from hijacking the contractors shall be under no obligation to contribute to ransom payments

Additional Areas

The contract runs at length to address a number of areas, allocating responsibilities, liabilities and obligations.

There is a focus on aligning the operation of the security team with the onboard regimes – with areas such as health and safety, drugs and alcohol. The contract also imposes an investigations and claims requirement.

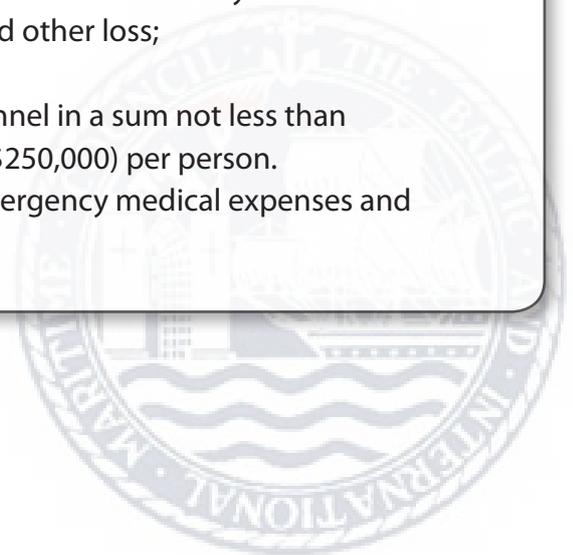
Following any incident in which a firearm is discharged, the Master and the Team Leader shall provide formal written records of the incident as may be required by applicable national law.

In the event that an incident takes place which leads to an investigation by the Owners and/or Flag State and/or other authorised body, the Contractors shall cooperate in such an investigation.

Insurance

The Contractors shall provide and maintain insurance in accordance with the clauses of the contract. These are as follows:

- i. Employer's liability insurance covering the Contractors' liability to the Security Personnel;
- ii. Comprehensive liability insurance including insuring the Contractors' liability to third parties for personal injury and death, property damage and other loss;
- iii. Professional indemnity insurance; and
- iv. Personal accident insurance for each of the Security Personnel in a sum not less than United States Dollars two hundred and fifty thousand (US\$250,000) per person.
- v. The policies shall provide the Contractor with cover for emergency medical expenses and repatriation costs.



The Contractors shall ensure that the use of Firearms or Security Equipment whilst on board shall not invalidate the above insurances.

These insurances shall be placed with reputable insurers and while detail is provided within the contract sub-clauses, the following limits apply:

- (i) policy limits not less than US\$5,000,000, and (ii) reasonable deductibles (by reference to market practice), which deductibles shall be for the account of the Contractors.

The Contractors shall upon request furnish the Owners with copies of the cover notes which provide information to verify that the Contractors have complied with the insurance requirements of the Contract.

The Owners confirm that the Vessel is entered with a P&I Club that is a member of the International Group of P&I Clubs or another internationally reputable marine liability insurer.

The Owners shall be under no obligation to disclose the existence of any kidnap and ransom (K&R) insurance they may have placed. In any event, if there is K&R or similar insurance in place, the Contractors acknowledge that such a policy may not respond in respect of the Security Personnel in circumstances where they are not on board the Vessel.

Fees and Expenses

Owners shall pay the Contractors the daily rate for all the Security Personnel or lump sum for the Transit from the actual date and time of embarkation of the Security Personnel and the Security Equipment until the actual date and time of their disembarkation.

Owners shall pay the Contractors an agreed Mobilisation Fee on the signing of this Contract for a single transit and upon issuing the Instruction Notice in respect of multiple transits.

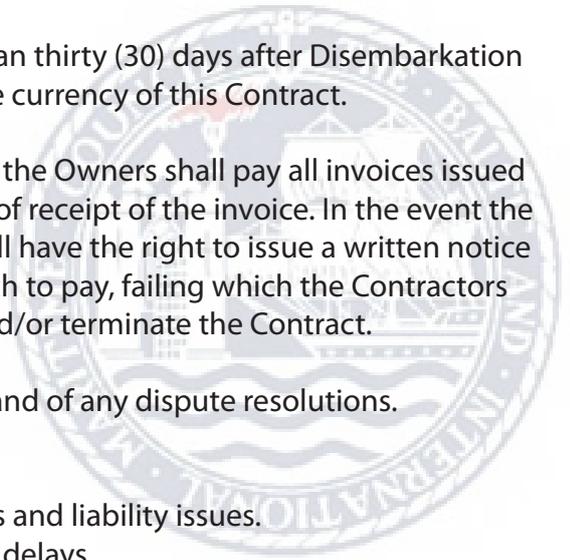
The Contractors shall provide the Owners with invoices not more than thirty (30) days after Disembarkation specifying the fees due for the Security Services provided during the currency of this Contract.

Aside from the Mobilisation Fee and any agreed advance payments, the Owners shall pay all invoices issued to them by the Contractors within twenty-one (21) days of the date of receipt of the invoice. In the event the Owners do not pay within twenty-one (21) days the Contractors shall have the right to issue a written notice of default and the Owners shall have a further seven (7) days in which to pay, failing which the Contractors shall have the right to suspend all or part of the Security Services and/or terminate the Contract.

The contract contains detailed agreements on the payments, taxes and of any dispute resolutions.

Legal and Liabilities

There is also a significant section on the various legal responsibilities and liability issues. This includes issues such as waivers, cancellations, terminations and delays.



Laws and Regulations

Each of the Parties shall not do or permit to be done anything which might cause any breach or infringement of national laws and international conventions including, without limitation, regulations of the Flag State and the places where the Vessel trades.

Reflections of Guardcon

The standard contract has been a long time coming, but it should provide a sensible framework through which security teams can operate, shipowners can access the security they need and PMSCs can be a little more certain of what is needed, by whom and when.

For too long the security industry has laboured under a veil of rumours, half truths and downright lies. Many companies have been caught out through commercial naivety and a lack of shipping industry knowledge. With this contract in place, while there may be some areas the contractors may balk at, at least there is a common, pragmatic and workable legal foundation on which to build.

More details can be found at www.bimco.dk



Owners Warned to Tidy Up On Piracy Off hire Clauses

Is a vessel off hire if it is hijacked by pirates? It seems a simple question, but it has taken the judgment in *Osmium Shipping Corporation v Cargill International [Captain Stephanos 2012]*, to provide some clarity.

The case has highlighted the need to allocate piracy risk in an express clause in charterparties and stressed the need for the wording to be clear.

On a similar vein, the “*Saldanha 2011*” judgment established that detention by pirates was “not necessarily an off-hire event”. That ruling urged the insertion of a bespoke clause where parties wanted to treat seizures by pirates in such a way. Expressing it as such within the contract is the key.

Captain Stephanos judgement centred on a bespoke clause that stated that “should the vessel put back whilst on voyage by reason of ... capture/seizure, or detention or threatened detention by any authority including arrest, the hire shall be suspended...”

The argument from the owners was that any capture/seizure had to be by an authority, however the charterers argued that capture/seizure was an off-hire event that was distinct and separate from “detention or threatened detention by any authority” and that acts of piracy clearly fell within the meaning of capture/seizure.

The judge found in favour of charterers and held that the clause in question should be construed as the “plain and obvious meaning of the words used in the clause”.

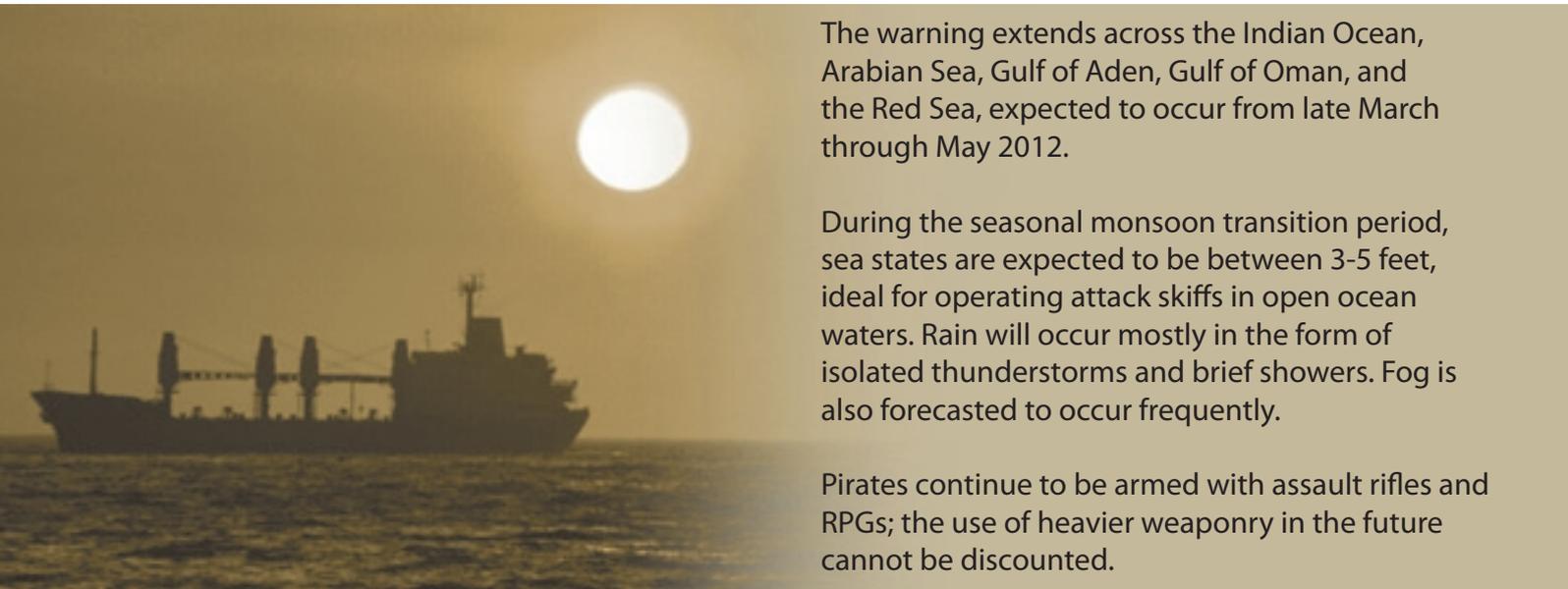
He said that piracy was indeed an off-hire event, being a capture/seizure within the meaning of the clause, as the relevant capture/seizure was not required to be by an authority.

Clyde & Co, who represented the charterers, said there was no previous authority on this point, allowing the case to be set alongside the recent judgment of the Commercial Court in *Triton Lark 2012* as an aid to construction of *Conwartime 2004*.

In the *Triton Lark* judgement, the court considered the test that owners or masters had to meet when forming a “reasonable judgement” about whether a vessel “may be, or [is] likely to be, exposed to war risks”.

Still Waters Heighten Piracy Risk

The latest report from the US Office of Naval Intelligence assesses with high confidence that Somali Pirates possess both the intent and capability to increase operations during the seasonal monsoon transition period.



The warning extends across the Indian Ocean, Arabian Sea, Gulf of Aden, Gulf of Oman, and the Red Sea, expected to occur from late March through May 2012.

During the seasonal monsoon transition period, sea states are expected to be between 3-5 feet, ideal for operating attack skiffs in open ocean waters. Rain will occur mostly in the form of isolated thunderstorms and brief showers. Fog is also forecasted to occur frequently.

Pirates continue to be armed with assault rifles and RPGs; the use of heavier weaponry in the future cannot be discounted.

Somali Pirate attack groups in some cases will increasingly probe merchant vessels to determine if weaponry is aboard a potential target. If weapons or armed guards are spotted, the pirates will likely seek out another nearby transiting vessel and repeat the observation process.

Generally speaking, many pirate attack groups will conduct an attack on a vessel after observing a lack of weaponry or armed guards. Pirates remain capable of operating in excess of 1200nm from the Somali Coast for weeks at a time leveraging the use of Motherships. Vessels previously hijacked and being held at anchor for ransom could, at times, also proceed to get underway for the purpose of conducting Mothership operations. Overall, all vessels operating in the region are considered potential targets.

Floating Fortresses

As we move towards clarity on security contracts and the standards of private security firms, another contentious issue has emerged.

This time the focus has been brought onto the companies storing their weapons aboard floating armouries. The facilities are positioned in international waters so ships choosing to go “armed”, can (according to the media), “cut costs and circumvent laws limiting the import and export of weapons.”

The use of such armouries is understood to be yet another “legal gray area” because few, if any, governments have laws governing the practice. There have also been accusations that some security companies have neglected to inform the flag States of their armoury vessels or their activities.

Offshore armoury opportunities began to take off as a business last year, and this has brought calls urging governments and industry leaders to impose standards and gain approval on the unchecked practice of storing weapons offshore. It is understood that the UK government is currently investigating the legality of the practice.

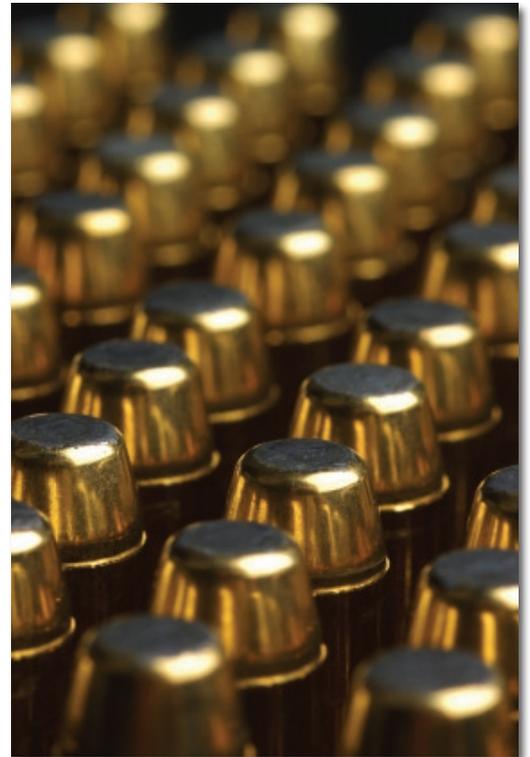
While there is a lack of guidance, then the standards simply cannot be known or policed. Some armouries are reportedly professionally run, with weapons being secured correctly, recorded, bonded, the correct locks, while there are concerns that others do not have proper storage for weapons, enough watchmen, or enough space.

Where rules are few, standards generally low – and once again this appears to be a case of the “Pandora’s box” of armed guarding being opened, with unexpected consequences.

It is understood that there are between 10 and 12 ships operating as floating armouries at any one time. About half a dozen are located in the Red Sea; three off the United Arab Emirates and a couple off the island nation of Madagascar.

As an indication of the problems, one of the “legal” armouries was reportedly licensed by the Djibouti government, and operating under the Mongolian flag. Whatever the international view of such nations’ maritime expertise, it does not appear to paint a picture of the highest industry standards.

A ship that uses a floating armoury will pick up weapons from it at the beginning of its travels through the High Risk Area (HRA), and then drop them off at another floating armoury at the end of the dangerous part of the voyage.



Whatever the true legality, the compulsion to use them is perhaps understandable. For the companies using them it is substantially cheaper for Owners than having to take their ship into port to pick up escorts, and they do not have to deal with the myriad restrictions on bringing weapons into the region around Somalia. As is perhaps understandable, Middle Eastern nations such as Saudi Arabia, Egypt and Yemen are particularly sensitive about foreigners moving weapons.

The floating armouries are perhaps an inevitability given the complex, difficult and expensive processes which characterise the movement of arms into coastal nations.

The regulations vary from country to country, and have been known to change from day to day, or from company to company. There is anecdotal evidence that ships may put out to sea with armed guards legally onboard only to find rules have changed once the ship has reached its destination.

At the moment there is a concern that the lack of clarification could mean that companies are operating in contravention of this Code, and indeed the applicable laws. UK security companies applying to export or move weapons have to obtain an Open General Trade Control License (Maritime Anti Piracy) (OGTCL).

Upon application for an OGTCL the company must list the armouries proposed for use. "Approved armoury" means an armoury nominated by the licence holder, which the Export Control Organisation (ECO) have approved for use with the licence

According to Stephen Askins of Ince & Co, "the terms of the license are not restricted to land-based armouries and therefore the "floating" armoury remains a possibility, but this will have to be approved during the application process and those utilising such a service will have to provide details of the vessels being proposed for this purpose".

The International Code of Conduct for Private Security Service Providers (ICoC) to which many maritime security companies are signatory to, requires that accepted policies or procedures for management of weapons and ammunitions are in place, this should simply include:

- **secure storage;**
- **controls over their issue;**
- **records regarding to whom and when weapons are issued;**
- **identification and accounting of all ammunition; and**
- **verifiable and proper disposal**

Whether this is done on a floating platform or ashore, the needs remain the same and it is clear that recognition of the problem is paramount and that guidance, clarity and pragmatism are needed to allow the shipping industry to actually make best use of a resource which has been providing a real difference to the safety and security of crews and vessels



Piracy Risk Shifts West

The IBF (International Bargaining Forum) is declaring a high risk area for the territorial waters off Benin and Nigeria, following the increasing number of attacks on vessels and kidnap of crews there.

The designation will come into effect on 1st April 2012 in order to allow ship operators to make any necessary preparations. It will afford the same benefits and protections to seafarers in those areas as the High Risk Area in the Gulf of Aden and around Somalia, including: the need for enhanced security measures; advance notice of intent to enter the area; the right to refuse to enter it; and a doubling of the daily basic wage and of death and disability compensation while within the area of risk.

The High Risk Area provisions apply to all ships operated under an IBF agreement. The ITF's Fair Practices Committee Steering Group will decide on whether to also apply them to all ships under non-IBF ITF agreements. IBF agreements on high risk areas also provide an indicator of good practice to national flag registers. The provisions are set out in full below.

The entire shipping industry has seemingly and naturally been monitoring security developments off the Western coast of Africa. It is fair to say that much of the focus has until recently been off Somalia and in the Indian Ocean, but the continued increase in violence off the west coast has forged, and perhaps forced, this seemingly inevitable development of a new High Risk Area.

Affording seafarers working off the west coast of Africa the same benefits and protection as those in the High Risk Area in the Gulf of Aden and around Somalia, is an important step in recognising and responding to the dangers they are now facing on a daily basis. As the threat has increased so too must the response, and this is a reflection of the concerns facing seafarers and owners operating in the area.

The IBF agreement also emphasises the need for enhanced security measures; something which private maritime security companies are providing with positive results in the existing HRA.

While the development may suggest some parallels with the similar situations on the East coast, it should be remembered that the legal situation for the use of private maritime security companies and privately contracted armed security personnel in the Gulf of Guinea is different to the NW Indian Ocean region. Each situation must be judged on its individual merits and the East Africa template will not necessarily fit the West Africa problems.

The IBF provides a forum for discussion between the International Transport Workers' Federation (ITF) and its member unions, and the maritime employers in the Joint Negotiating Group (JNG). For more details please see <http://goo.gl/n9VNG>

New UK Weapons Licenses

As the use of armed guards onboard merchant ships has increased there have been some logistical issues running quietly parallel. Many of the British private maritime security companies (PMSCs) supplying guards and weapons have been struggling to comply fully with the legal complexities required by the UK government.

The moves by the UK government to dismantle legislative barriers to the use of armed guards on UK registered vessels was a significant step, and clearly showed the concerted and combined efforts being made to ensure that the right security options are available onboard ships if deemed appropriate, but logistical and legal issues have still dogged the industry.

The licensing process required by the UK Department for Business, Innovation and Skills (BIS) was seemingly a barrier that legitimate companies were finding difficult to manage. Indeed, the initial system of export and trade control licenses, (Standard Individual - SIEL, Open Individual- OIEL) and Standard and Open Individual Trade Control Licences - (SITCL or OITCL) were deemed problematic by some observers.

A number of PMSCs lobbied through their trade association to ensure that far from being viewed as isolated cases, the government understood that this was the vanguard of a valuable and important new industry. It was felt that the significant role of PMSCs in securing merchant seafarers and vessels warranted a review of the process.

Eventually an overhaul was made of the system, and from February 23 2012, the Open General Trade Control License (Maritime Anti Piracy) (OGTCL) was brought into effect. The OGTCL covers UK PMSCs carrying out business in the UK, or maritime security companies which are run by UK persons to engage in the supply, delivery and transfer of controlled goods between overseas territories.

It imposes tight controls on the way in which PMSCs can conduct their business:

- Controlled goods (including weapons and other equipment such as body armour and night vision goggles) transferred under the license must only be used by the personnel of the PMSC that has registered for the license and cannot be made available for use on a temporary or permanent basis to any other person or entity.
- PMSCs may only transfer a maximum of four otherwise prohibited firearms (of which a maximum of two may be rifles), for each member of personnel in any single transfer, and
- A maximum of 48 firearms may be stored in each approved armoury at any time. Something which is understood to pose a major hurdle for some of the larger companies.
- It is a pre-condition that PMSCs must be signatories of the International Code of Conduct (ICoC)

Applicants must also submit copies of their Standard Operating Procedures (SOPs) and rules for the Use of Force and details of their policy on storing firearms to the Export Control Organisation for approval. As we have outlined in a previous article, the issue of armouries is also addressed within the OGTCL application and the use of floating armouries is understood to be under review by the licensing authorities.

PMSC Standard Developments

Allied to the recent launch of Guardcon and the move towards standard contracts, there have been a slew of recent developments on the vetting, accreditation and standards of PMSCs.

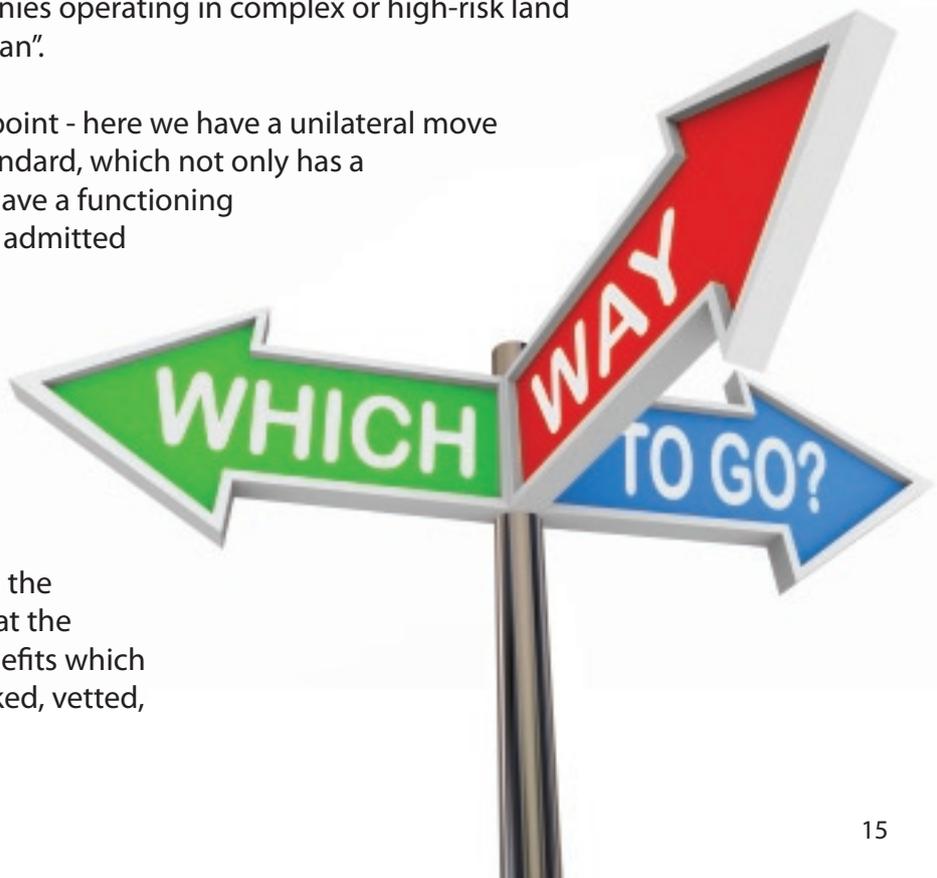
There appears to be some confusion in the security industry at the moment, as a new UK standard has been announced by the "Security in Complex Environments Group (SCEG)". The group, which is a collective of UK based companies, has announced their own standard. While over in the international camp, the Security Association for the Maritime Industry (SAMI) has developed a standard and accreditation process which was launched recently and which reportedly has a significant number of companies passing through it.

With seemingly competing standards it is perhaps easy to see where the confusion has arisen - but can the standards co-exist? Is it a case that the UK view will prevail, or will the international approach win out?

As things currently stand the SCEG standard still has a long way to go before companies can actually be accredited against it. There are also some concerns that the standard is not solely focused on the maritime industry. The group quotes that the standard will also address, "accreditation for private security companies operating in complex or high-risk land environments such as Iraq and Afghanistan".

This seems to be a problematic sticking point - here we have a unilateral move by a government to create a catch-all standard, which not only has a land focus, but which does not actually have a functioning mechanism supporting it. The group has admitted that there is still much work to be done, and significant funding to be raised to make their standard work.

Standards are incredibly important, and the SCEG and SAMI developments are hugely significant, necessary and welcome. Those who increasingly rely on the security providers will, however, hope that the confusion does not distract from the benefits which can be derived from having PMSCs checked, vetted, accredited, call it what you will.



For the shipping industry it is perhaps a case of we don't care who does it, just get it done. The IMO did some sterling work last year to produce a set of comprehensive, pragmatic guidelines and the SAMI standard has been based on these. This is why many have been confused by the parallel work of SCEG.

Speaking to one observer, it has been suggested that the SCEG standard is a barrier which is being created to safeguard UK interests. The British government has woken slowly to the value of the UK maritime security industry - but now they have recognised it, they are looking at ways in which to guarantee its competitive advantage. However, this could come with added costs and burdens imposed on the UK PMSCs. In creating a mechanism to aid the companies, many are actually quietly concerned that they may struggle to take advantage.

From an international perspective, and of course, a shipping one - this is perhaps a moot point. It has been hoped that the IMO can once again provide some clarity, but they have backed away time and again from the idea of them accrediting PMSCs - and rightly so.

The view of flag States appears to favour the international view, the Republic of the Marshall Islands, in a recent security standard submission to the IMO, stated that, "the establishment of an international standard and accreditation process for the governance and use of PCASP is desirable rather than having a 'patchwork' of national standards around the globe which is making it extremely challenging and complex for maritime security operations to be conducted".

