

BUNKERSPOT

A conceptual illustration of a paper boat floating on a blue surface representing water. The boat is white and folded from paper. A red balloon is tied to the back of the boat, floating in the sky. A red string also runs from the front of the boat down to a black anchor on the water's surface. The background is a cloudy sky.

BALANCING ACT

KEEPING AFLOAT IN A TOUGH
BUNKER MARKET

INSIDE:

LNG

BIOFUELS

PORT FOCUS: FUJAIRAH

COMPANY PROFILE: BUNKER ONE

Thinking outside the box



From 1 January 2019, bunker suppliers will be tasked with using a new BDN which will require the completion of a number of ‘tick boxes’ in relation to the sulphur content of fuel delivered. As **Steve Simms** of Simms Showers explains, the new BDN raises a number of issues and ‘grey areas’ that suppliers and traders would do well to address – sooner rather than later

I January 2019 should be a date as urgent to the bunkering industry as 1 January 2020.

The industry is now fixed on the 2020 requirement for the world-wide use of not greater than 0.5% sulphur content bunker fuel or ‘equivalent means’, such as the use of exhaust gas cleaning systems (scrubbers) in combination with heavy fuel oil

1 January 2019, however – now less than a year away – is the date by which all bunker suppliers and their customers subject to MARPOL Annex VI (‘MARPOL VI’ – ‘Regulations for the Prevention of Air Pollution from Ships’) must use new bunker delivery notes (BDN).

Although there may be some slight changes at the Marine Environmental Protection Committee’s (MEPC) upcoming meetings, the January 2019 deadline is bringing requirements for suppliers’ BDN reporting that bunker suppliers and traders must prepare for now.

The need for preparation isn’t just to print new forms, soon. It also isn’t (only) another good reason now to embrace a digitised bunker delivery note system.

The need for preparation for the new BDN coming on 1 January 2019 also arises from the emerging function of the BDN. Bunker suppliers and traders must appreciate that they increasingly will be a focus

of MARPOL Annex VI enforcement. The new BDN requirements are a part of that.

From the start of January 2019, suppliers must provide BDNs with the following (including three new ‘tick boxes’):

A declaration signed and certified by the fuel oil supplier’s representative that the fuel oil supplied is in conformity with regulation 18.3 of [MARPOL Annex VI] and that the sulphur content of the fuel oil supplied does not exceed:

- the limit value given by regulation 14.1 of [MARPOL Annex VI];
- the limit value given by regulation 14.4 of [MARPOL Annex VI]; or

the purchaser's specified limit value of ____ (% m/m), as completed by the fuel oil supplier's representative and on the basis of the purchaser's notification that the fuel oil is intended to be used:

1. in combination with an equivalent means of compliance in accordance with regulation 4 of [MARPOL Annex VI]; or
2. is subject to a relevant exemption for a ship to conduct trials for sulphur oxides emission reduction and control technology research in accordance with regulation 3.2 of [MARPOL Annex VI].

The declaration shall be completed by the fuel oil supplier's representative by marking the applicable box(es) with a cross (x).

In English (UK and Commonwealth) usage, a tick means a check mark, check, stroke, as in, 'put a tick against the item of your choice.'

For the 'tick' on the new BDN, however, there is no choice. That is, there's either, 'tick' for compliant outside-of-emission control area (ECA) fuel (Reg. 14.1), 'tick' for ECA-compliant fuel (Reg. 14.4), or 'tick' for 'equivalent means' or a trial (Regs. 5 and 3.2 respectively), which must correspond to the actual fuel content or means/trial.

The new BDN requirements raise for suppliers – and traders as their customers – the question: come 2019, what kind of tick will you have?

The main purpose of the amendment is to provide for use of fuel otherwise non-conforming under MARPOL Regulation 14 because of high sulphur content (that is, over the present 3.5% now allowed outside of ECAs, and 0.5% allowed after 2020) through 'alternative means' (using MARPOL VI Regulation 4-permitted scrubbers) or as a part of trials under Regulation 3.2.

Fair enough, because the existing BDN form under MARPOL VI doesn't provide for using non-compliant fuel along with an EGCS. It also doesn't provide for the use of non-compliant fuels in Regulation 3.2-covered trials. So the change is needed.

The new BDN language, however, leaves questions on its face. The International Maritime Organization's (IMO's) MEPC at its 71st Session decided this in July 2017. MEPC 71's drafting committee gives only several clarifications.

First, as to the third 'tick box', 'the two sub-points were to be taken as written to further qualify the tick box, but not as additional information requirements, as there were no tick boxes against them... the only information to be included in the third tick box area was the sulphur value that the purchaser had specified, with no need for validation of that value which would exist on the ship.'

Second, and most importantly for suppliers' action well before 1 January 2019, 'the amendments... were not intended to be used as a template of the declaration.'

In other words, bunker suppliers can, within the requirements given (including the 'tick?'), make their own form.

Suppliers must consider now what form to adopt, as the time to do that is 'ticking'. Advocating as it does well for the bunkering industry, the International Bunker Industry Association (IBIA, its IMO Representative, Unni Einemo) highlighted to the MEPC 71 drafting committee, the new BDN requirement shortcomings.²

First, MEPC 71's new form doesn't provide for situations where a buyer is unable to find compliant fuel. Suppliers therefore can't use the new form (which it must use) to indicate that it is supplying the only fuel available, although

entirely the customer's, not the supplier's.

IBIA emphasised that '[t]his is why we have proposed deleting most of the text behind the third tick box because it falls outside the remit of what a fuel oil supplier has any control over.... As an alternative to this text, we have proposed that the ship should append a copy of its certificate for equivalent means under [R]egulation 4 or exemption(s) under [R]egulation 3.2 to the BDN.'

Three major shipping organisations opposed IBIA's proposal about the third 'tick box'. They insisted that it would take responsibility from the supplier and put it on the ship. They also insisted it would increase ships' administrative burdens. Three MARPOL Member States' representatives then followed, stating that they believed that the proposal as written was clear.

The MEPC's (which includes ship-owners') rejection of IBIA's reasonable

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non-compliant for the particular vessel.

MEPC 71's drafting committee replied that MARPOL IV's Regulations 18.1-18.25, providing for defence when compliant fuel wasn't available, should be sufficient, although some slight change to the form might be adopted at the MEPC's next meetings.

Second, the new BDN form doesn't accommodate reporting use of 0.5% fuel before the 2020 requirement beginning; there is no place to indicate that.

MEPC 71's drafting committee responded essentially that it is not a problem because any vessels using 0.5%, would be compliant (even though technically, prior to 2020 a BDN ticking 'box 1' would be reporting, wrongly, that the fuel supplied had a 3.5% sulphur content). That still, at least for the limited time before 2020 that some would be loading, 5%, didn't respond to the shortcoming.

The third new form shortcoming that IBIA highlighted is the most important. IBIA stressed to the MEPC 71 drafting committee that the third 'tick box' was contrary to what always had been required on BDNs before. That is, before, it had understood that fuel choice was

comments about the third 'tick box' could be a bell weather for bunker suppliers.

The shipowner organisations and Member States' conception of 'responsibility' of the supplier under the new 'tick' system is something that MARPOL VI always has provided for. It is just that, up to now, enforcement authorities have not focused on it.

The BDN, then mostly called a 'bunker delivery receipt', had a simple function before MARPOL Annex VI entered into force in May 2005. It was just that, a receipt. The supplier would record the quantity and type of bunkers provided to a vessel. The vessel's officer would sign an acknowledging receipt. A copy of the signed receipt would go out with the supplier's bill. The customer then, hopefully, would pay.

MARPOL VI, Regulation 18 ('Fuel oil availability and quality' – part of Chapter 3, 'Requirements for Control of Emissions from Ships'), effective from 2005, changed that. It required (and requires today) that 'details of fuel oil for combustion purposes delivered to and used on board shall be recorded by means of a bunker delivery note which shall contain at least the information specified' ►

in a further appendix, 'V'. MARPOL VI had further amendments in 2008, so that it also now reads (Regulation 14.5 (Regulation 14, 'Sulphur oxides (SOx and particulate matter')) that '[t]he sulphur content of fuel oil referred to in paragraph 1 and paragraph 4 of this regulation shall be documented by its supplier as required by regulation 18 of this Annex.'

So, beginning in 2005, bunker suppliers, through something which had before only been a 'receipt', became part of the international marine pollution enforcement scheme, focused on fuel sulphur content and emissions.

This focus came about in large part because suppliers and the refiners selling to them had, by 2000, made high sulphur, residual fuels the most widely-used in the marine industry. Originally, marine diesel engines only used distillates. Diesel engines at first couldn't burn high sulphur residual fuel well. Improved engines burning it were still subject to the acids that high sulphur residual burning produced. These acids caused high engine wear rates. The 1950s introduced high alkaline cylinder lubricants counteracting the sulphur's acidic properties. By 2000, 90% of the world fleet burned high sulphur residuals. High sulphur fuel then (actually, in 1997 with MARPOL VI adoption to be effective May, 2005), also became a focus of international marine pollution enforcement.

MARPOL VI thus required bunker suppliers to take and keep fuel samples, to document fuel sulphur content on BDNs and keep BDN copies for three (3) years. The 'Appendix V' content is now familiar, requiring (as amended 2008) BDNs to contain the following:

Appendix V

Information to be included in the bunker delivery note (Regulation 18.5)

Name and IMO Number of receiving ship

Port

Date of commencement of delivery

Name, address, and telephone number of marine fuel oil supplier

Product name(s)

Quantity in metric tons

Density at 15°C, kg/m³*

Sulphur content (% m/m)**

A declaration signed and certified by the fuel oil supplier's representative that the fuel oil supplied is in conformity with the applicable paragraph of regulation 14.1 or 14.4 and regulation 18.3 of this Annex.

*Fuel oil shall be tested in accordance with ISO 3675: 1998 or ISO 12185:1996.

**Fuel oil shall be tested in accordance with ISO 8754:2003.

With MARPOL VI also came the first focus of international pollution law, on bunker suppliers. Under MARPOL VI Regulation 18.9, '[p]arties undertake to ensure that appropriate authorities designated by them':

1. maintain a register of local suppliers of fuel oil;
2. require local suppliers to provide the bunker delivery note and sample as required by this regulation, certified by the fuel oil supplier that the fuel oil meets the requirements of regulations 14 and 18 of this Annex;
3. require local suppliers to retain a copy of the bunker delivery note for at least three years for inspection and verification by the port State as necessary;

'Even if a supplier knows what Regulation 18.3 says, how can it (the barge captain/ 'authorised representative') truthfully certify to Regulation 18.3, for a blend?'

4. take action as appropriate against fuel oil suppliers that have been found to deliver fuel oil that does not comply with that stated on the bunker delivery note; [and]

6. inform the Organization for transmission to Parties and Member States of the Organization of all cases where fuel oil suppliers have failed to meet the requirements specified in regulations 14 or 18 of this Annex.

So, in the 13 years now since 2005, bunker suppliers **have** been part of MARPOL VI enforcement, with the BDN part of that.

MARPOL VI left it to national authorities to enforce with their own law and regulation. The United States did this with the Act for Prevention of Pollution from Ships, 33 U.S. Code ('U.S.C.') §§ 1901-1913 ('US-APPS') and implementing regulations (40 Code

of Federal Regulations ('CFR') §§ 1043.1-1043.100, 'Control of NOx, SOx, and PM Emissions from Marine Engines and Vessels Subject to the MARPOL Protocol').

US MARPOL VI law and regulation specifically includes bunker suppliers, and BDNs. 33 U.S. Code § 1907 (a part of APPS, 'Violations') states (my emphasis) that:

(3) ...the Administrator [of the US Environmental Protection Agency] shall have all of the authorities of the Secretary [of Transportation], as specified in subsection (b) of this section, for the purposes of **enforcing regulations 17 and 18 of Annex VI to the Convention to the extent that shoreside violations are the subject of the action** and in any other matter referred to the Administrator by the Secretary.

'Shoreside violations' of course include bunker suppliers, and 'regulation[]... 18 of Annex VI' includes BDNs. In the United States' MARPOL VI regulations addressing BDNs, 40 CFR § 1043.80(c), there also is the following requirement (further emphasis added) that BDNs must include:

(9) A **signed statement** by an authorised representative of the fuel supplier **certifying** that the fuel supplied conforms to Regulations 14 and 18 of Annex VI consistent with its designation, **intended use, and the date on which it is to be used**. For example, with respect to conformity to Regulation 14 of Annex VI, a fuel designated and intended for use in an ECA any time on or after 1 January 2015 may not have a sulphur content above 0.10 weight percent. This statement is not required if the vessel is not subject to fuel standards of Regulation 14 of Annex VI. **The statement described in this paragraph (b) (9) is deemed to be a submission to EPA.**

By regulation, US enforcement doesn't turn just on supply, it turns on intended **use**. The 'statement', which 'an authorised representative of the fuel supplier' must 'sign' and 'certify', 'is deemed to be a submission to EPA.' Under US law, that puts false suppliers' BDN certifications about 'intended use' not only under APPS (MARPOL VI) enforcement, but also subject to fines and criminal prosecution for false statements to government authorities, under 18 U.S.C. § 1001 ('Statements or entries generally').³

In 2015, the US Coast Guard turned enforcement to BDNs responding to 'industry [read, vessel managers', owners', operators'] concern that bunker suppliers are not being held accountable for the accuracy of the bunker delivery notes (BDNs) and that these suppliers should be part of the United States' enforcement effort.' The Coast Guard stated to IBIA the position that if a supplier's BDN wasn't

accurate, the Coast Guard would have the EPA 'take action' against the supplier. For non-US suppliers, this could include notifying 'the Administration of the coastal state from where the fuel was purchased for non-compliant samples.' The Coast Guard officer leading the effort wrote that '[w]e will also continue to improve our procedures for MARPOL Annex VI enforcement as well, including the introduction of fuel oil sampling protocols for assessing the integrity of Bunker Delivery Notes.'⁴

Could MARPOL VI enforcement then turn to bunker suppliers, focusing on the BDN? Although the US effort was brief (the Coast Guard found that most BDNs complied), the effort answers the question, 'yes', and not only in the United States.

Consider what MARPOL VI pre-2019 requires for the BDN. The 'authorised representative must **certify** that the fuel supply (or in the United States, use) is compliant with MARPOL VI Regulation 14.1 or 14.4 and Regulation 18.3. Now consider, how many suppliers' 'authorised representatives' actually know what those Regulations – that the representative certifies to – actually say.

MEPC 71 did consider the complications of 'tick box' certification to Regulations 14.1 and 14.4.⁵ Specifically, IBIA pointed out that the box should state fuel sulphur

content, not just the regulation. To that, the MEPC drafting committee responded that (as above, and as also addressed below) suppliers may expand on their BDN form.

Certification to Regulation 18.3 ('Fuel oil quality'), however, wasn't a subject. Regulation 18.3, however, is quite detailed, stating the following (my emphasis added):

3. Fuel oil for combustion purposes delivered to and used on board ships to which this Annex applies shall meet the following requirements:

1. except as provided in paragraph 3.2 of this regulation:

1.1. the fuel oil shall be blends of hydrocarbons derived from petroleum refining. This shall not preclude the incorporation of small amounts of additives intended to improve some aspects of performance;

1.2. the fuel oil shall be free from inorganic acid; and

1.3. the fuel oil shall not include any added substance or chemical waste that:

1.3.1. jeopardises the safety of ships or adversely affects the performance of the machinery, or

1.3.2. is harmful to personnel, or

1.3.3. contributes overall to additional air pollution;

2. fuel oil for combustion purposes derived by methods other than petroleum refining shall not:

2.1. exceed the applicable sulphur content set forth in regulation 14 of this Annex;

2.2. cause an engine to exceed the applicable NOx, emission limit set forth in paragraphs 4, 5.1.1 and 7.4 of regulation 13;

2.3. contain inorganic acid; or


2.3.1. jeopardise the safety of ships or adversely affect the performance of the machinery, or

2.3.2. be harmful to personnel, or

2.3.3. contribute overall to additional air pollution.

Certification 'just' to Regulation 18.3 is certifying to quite a lot, particularly for blends ('fuel oil... derived by methods other than... refining') where by certifying to 18.3, the 'authorised representative' also certifies to Regulation 14 compliance. 2020 speculation includes that much 0.5% ►

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compliance will be through blends, and that many blends will be unstable. Even if a supplier knows what Regulation 18.3 says, how can it (the barge captain/ 'authorised representative') truthfully certify to Regulation 18.3, for a blend?

Overall, if the person signing has no idea what the regulations say, then how could she or he truthfully certify compliance to them? Even before 2019, how many 'authorised representatives', usually, bunker barge captains, truly knew what they were 'certifying to' and therefore couldn't be said to have actually certified anything?

The 2019 BDN requirements further complicate 'certification'. They still require 'certification' of 'conformity' with Regulation 18.3 and that sulphur content doesn't exceed Regulations' 14.1 (general) and 14.4 (ECA) limits. But then, the 'specified limit' received from the purchaser and then accurately 'c' purchaser's notification of the purchaser's 'intention.'

How is the 'specified limit value' accurately (and truthfully) provided to the representative? What quality of 'notification' of 'intention' must the representative receive? How must the representative document the 'specification' and 'notification'?

In a situation where a trader is the counterparty to the supplier (and the only one communicating directly with the customer), who is the 'purchaser'? If the 'purchaser' is the trader, then how must the trading desk and supplier assure that accurate information reaches the supplier's 'representative' completing the BDN? If as to the 'supplier', with a trader in between them, the 'purchaser' still is the customer (ship owner/manager/charterer), how and when is the supplier to receive the required information from that ship owner/manager/charterer? Is that, immediately before arrival? On the bunker barge?

IBIA therefore recommends⁶ that suppliers do the following with the BDNs they must use from 1 January 2019:

1. Make the text as clear and error-proof as possible, especially if using tick boxes.
2. For new BDNs issued from 1 January 2020, we would suggest that the first tick box text could read: 0.50% m/m as per the limit value in regulation 14.1 of MARPOL Annex VI.
3. For BDNs issued during 2019, we would suggest that the first tick box text could read: 3.50% m/m or 0.50% m/m as per the limit value in regulation 14.1 of MARPOL Annex VI. The supplier's representative can then simply delete the sulphur value that doesn't apply at the time of delivery. This format could still be used in 2020 by deleting '3.50% m/m' and could also be used to help ship operators that wish to

buy fuel complying with the 0.50% sulphur limit prior to 1 January, 2020, by deleting '3.50% m/m'.

4. If a purchaser specifies a sulphur limit value that is not covered by the first two tick boxes, seeing as the regulatory text says this should be provided on the basis of the purchaser's notification regarding how the fuel oil is intended to be used, we would recommend that the supplier (or the supplier's representative) obtains such notification in a format that they can keep a copy of for their own records.
5. Make sure the purchaser's specified sulphur limit value is correctly filled if using the third tick box. We would not recommend including specific information regarding the ship's intended use of the fuel.

what they are signing and certifying to. Make sure that you, and they, know what MARPOL Regulations 3.2, 14 (14.1, 14.4 and the balance on 'equivalent means') say and that as needed you can prove that you (and your representative) know what they say. Otherwise, certification that the Regulations are met may be false.

Directly related to this, once you are sure what the Regulations you're certifying to say, make sure the product you are delivering actually conforms to that certification. As set out above, that may be difficult for blends. This is where pre-delivery testing relying on a proven testing lab is essential.

Second, well before 2019 make sure you have in place reliable and accurate ways to receive, record and then preserve a record of 'purchasers' (whether traders,

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6. If you are providing more than one product intended to meet two or more different sulphur limits, we would recommend that you provide a separate BDN for each product. If a ship has taken fuel oil intended for use in an ECA, only the second tick box (regulation 14.4) declares that this limit is being met, so it isn't helpful for the ship if the first and/or third tick boxes are also marked with a cross.

A question left open from MEPC 71: must every BDN beginning 2019 have 'tick boxes'? The Appendix, specifying BDN content, says that '[t]his declaration **shall** be completed by the fuel oil supplier's representative by marking the applicable box(es) with a cross (x)' (emphasis added).

So, that apparently says, yes, there's no escaping the 'tick.' There's also no avoiding training on the MARPOL VI requirements, which apparently must further include mandatory marking with an 'X' and nothing else.

To the above, suppliers also should implement the following:

First, train your 'authorised representatives' now (and certainly before 2019) on

and/or vessel owners/managers/charterers) reports to you of their 'specified values' and 'notification' of 'intention' to use bunkers along with 'equivalent means' or in 'trials'.

With this, the BDN you use come 2019 should have a place where the 'purchaser certifies (and signs) that the 'specified values' and 'intention' your 'representative' has certified on the BDN, is correct.

Third, if a trader is your counterparty, you should assure that the trader also certifies to you that it accurately has related 'specified values' and 'intention' to you.

Fourth, return to your sales terms and conditions. Make sure that you are effectively incorporating them into every transaction. Make sure they disclaim any responsibility which you otherwise may have as a supplier, to specify what fuel compliantly is loaded on any vessel. Make sure that your 'buyer' must indemnify, defend you and hold you harmless against claims arising from allegedly false (whether, intentionally or negligently) information related in a BDN.

Fifth, consider now whether to adopt a digitised bunker delivery note system, which

would incorporate all of the above considerations – and in addition – enable you to avoid the expense of printing thousands of new paper BDN forms. The digitised BDN system also could be used (remembering again, the MEPC 71 drafting committee comment that the BDN doesn't have to look exactly like the Appendix) to note situations of non-availability, to inexpensively customise your BDN form with the benefit of 2019, and then 2020 experience, and to provide for gathering of further records (for example, imaged copy of valid certification, that a vessel is employing 'equivalent means' or undertaking a 'trial').

The 2019 BDN requirements also require traders to take action now.

First, as a 'purchaser' or at least the main interface for product specifications from your customer, which you then present to suppliers for quotes, you must also have means to make sure that the quotes you receive and then present to suppliers are accurate. You must reliably retain the information you receive, and then present. You need to make sure that if the supplier doesn't then make accurate BDN entries, and if there is a problem, you will have a firm defence.

Second, you should make sure now that at least your main suppliers (and ideally all) are aware of 2019 BDN requirements. You should work with them to assure that they have BDNs ready for 2019 that will meet the requirements, record information accurately, and that they are able to make accurate certifications (including because you, and they, know what MARPOL BI Regulations 3.2, 4 and 18.3 say).

Third, you also should make sure your sales terms and conditions reflect that you disclaim any duty to specify what fuel is used on a vessel, that the specification comes entirely from your customer, that the customer warrants that the fuel ordered will be used compliantly, and that it is the customer's sole duty to provide you with accurate

information. Your sales terms also should contain effective indemnity and defence language, as set out above for suppliers.

IBIA emphasises⁷ that its 'guidelines are generalisations', that 'suppliers will need to adapt them to their particular needs' and might 'consult with their national authorities about what is expected'. As IBIA also emphasises, 'the key messages are: be prepared, be precise and, above all, ensure that operatives fully understand the importance of the changes to BDNs and the need for compliance.'

This article's further recommendations, above, come equally with that emphasis, and with the further emphasis that suppliers and traders, **now**, should consult with competent legal counsel to advise them on the content of the BDNs they (suppliers) will use or (traders and suppliers) rely on beginning on 1 January 2019.

1. IMO MEPC, 71st session Agenda item 17, MEPC 71/17, Report of the Marine Environment Protection Committee on its Seventy-First Session, <http://www.iadc.org/wp-content/uploads/2017/08/MEPC-71-17-Report-Of-The-Marine-Environment-Protection-Committee-On-Its-Seventy-First-Session-Secretariat.pdf>

2. Readers certainly should read IBIA's detailed presentation about BDNs to MEPC 71 in full, including: IBIA raises concerns about new BDN text at IMO, 30 June, 2017, at <https://ibia.net/ibia-raises-concerns-about-new-bdn-text-at-imo/>; Introduction of IBIA's BDN comment paper to MEPC 71 (the statement made by IBIA in connection with introducing IBIA's submission to MEPC 71), 3 July, 2017, at <https://ibia.net/introduction-of-ibia-bdn-comment-paper-to-mepc-71/>; MEPC 71 – summary of key outcomes, 7 July, 2017, at <https://ibia.net/mepc-71-summary-of-key-outcomes/> – and particularly – discussed in more detail below, IBIA advice for members regarding new regulatory BDN requirements, 14 July, 2017, at <https://ibia.net/ibia-advice-for-members-regarding-new-regulatory-bdn-requirements/>

3. 18 U.S.C. § 1001 ('Statements or entries generally') provides:

(a) Except as otherwise provided in this section, whoever, in any matter within the jurisdiction of the executive, legislative, or judicial branch of the Government of the United States, knowingly and willfully

(1) falsifies, conceals, or covers up by any trick, scheme, or device a material fact;

(2) makes any materially false, fictitious, or fraudulent

statement or representation; or

(3) makes or uses any false writing or document knowing the same to contain any materially false, fictitious, or fraudulent statement or entry; shall be fined under this title [and/or] imprisoned not more than 5 years....

4. Letter from Rear Adm. Paul F. Thomas, Assistant Commandant for Prevention Policy, United States Coast Guard, 2015 Annual Report on Port State Control (PSC) for the United States, www.dco.uscg.mil/Portals/9/DCO%20Documents/5p/CG-5PC/CG-CVC/CVC2/psc/AnnualReports/annualrpt15.pdf


5. MARPOL VI Regulation 14 ("Sulphur oxides (Sox) and particulate matter"): 14.1: "The sulphur content of any fuel oil used on board ships shall not exceed the following limits":

2. 3.50% m/m on and after 1 January 2012; and

3. 0.50% m/m on and after 1 January 2020.

6. IBIA advice for members regarding new regulatory BDN requirements, 14th July, 2017, at <https://ibia.net/ibia-advice-for-members-regarding-new-regulatory-bdn-requirements/>

7. IBIA advice for members regarding new regulatory BDN requirements, note 7 above.

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Steve Simms serves as Chair of the Legal Committee and is an immediate past Board member of the International Bunker Industry Association (IBIA). The opinions and recommendations of this article are not necessarily those of IBIA, except where identified specifically as such.

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