

## INTERTANKO Model Due Diligence Process

Ensure all charterparties include language to facilitate both the receipt of relevant due diligence information and attestations. Please refer to INTERTANKO's Model Sanctions Clauses. (<https://tinyurl.com/4t2redsn>)

For loading from a terminal:

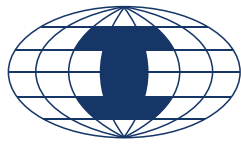
1. Require and obtain the Certificate of Origin (COO) of the cargo loaded on board the company's owned, chartered or operated vessels. Such information, whenever possible, is to be obtained before loading the cargo and irrespective where the loading is carried out.
2. If the COO is not available before loading, require and obtain:
  - a. an attestation by Charterers that the cargo loaded is not of Russian origin and is compliant with the international sanctions regulations; and,
  - b. if available, in addition to the attestation, an undertaking by Charterers to provide the COO as soon as available.
3. Details on the destination of the cargo.
4. Full details of shippers and receivers (in order to undergo the due checks on the parties) – see INTERTANKO Standard Sanctions Questionnaire. (<https://tinyurl.com/4kkbu23w>)

For loading via STS:

1. Require and obtain the Certificate of Origin (COO) of the cargo loaded on board the company's owned, chartered or operated vessels. Such information is to be obtained prior to loading the cargo.
2. Require and obtain Q88 of the proposed STS vessel (Ship 2) and of the vessel (Ship 3) which discharged the cargo to Ship 2 and:
  - run a search on ownership, AIS gaps and movements of Ship 2.
  - run a search of the trading history of Ship 2, identifying every Ship 3 vessel that engaged in an STS with Ship 2 in the past 2 years;
  - confirm that Ship 2 and Ship 3 carried out an STS;
  - if possible, obtain evidence of the quantity of the cargo discharged from Ship 3 on Ship 2;
  - confirm that COO received and Ship 3 movements are aligned (i.e. that Ship 3 AIS and movements confirm that Ship 3 called the Terminal/port declared in the COO). If Ship 3 loaded via STS from another vessel (Ship 4), run a search on Ship 4.
3. Details on the destination of the cargo.
4. Full details of shippers and receivers (in order to undergo the due checks on the parties) – see INTERTANKO Standard Sanctions Questionnaire. (<https://tinyurl.com/4kkbu23w>)

**If the cargo is of Russia-origin, the following information is to be obtained before loading:**

1. Direct evidence that the price cap has been complied with (e.g. itemised price information for ancillary costs such as invoices, receipts or bills of lading. The EU guidance (<https://tinyurl.com/macupsu>) at FAQ 35c states 'Itemised ancillary costs may vary across other trade contracts and terms, but should include at least those negotiated at the start of the trade transaction' and lists costs for CIF and FOB contracts. The EU guidance also provides a non-binding model form (<https://tinyurl.com/5n8u5cv8>) of itemised cost information), or



2. *Per voyage attestations from relevant parties (e.g., charterers, shippers and/or receivers) that the price cap has been complied with.*

Note:

It is recognised that Members may face difficulties in obtaining the COO and other documents before any loading is performed. In this respect, Members may refer to INTERTANKO Model Sanctions Charterparty Clauses where the following clauses are included for timecharters, as an example:

*8. Upon request, each party shall provide as soon as reasonably practicable to the other party such documented information as the other party, or their financiers, insurers or reinsurers may reasonably require to assess if any employment under this Charterparty might be, is, or was subject to Sanctions and/or to assess whether there has been compliance with Sanctions. The party requesting the information is entitled to refuse to proceed with or suspend the employment until such information is provided and they have had a reasonable period of time to consider it before deciding whether to proceed with the employment. The party responsible for providing the documented information shall be liable for any time lost as a result of delay or failure to provide such documented information in accordance with this Clause.*

*9. Charterers warrant that any cargo to be loaded under this Charterparty does not originate from nor has been exported from Russia or where such cargo is to be loaded under this Charterparty, Charterers warrant that it is in compliance with the price cap measures in relation to oil and petroleum products as implemented by the Competent Authorities, as amended from time to time ("Price Cap Measures"), and that Charterers will provide Owners with the required attestations and such documentation as Owners, or their financiers, insurers or reinsurers may reasonably require prior to such cargo being loaded. In the event Charterers become aware of circumstances that provide reasonable cause to suspect the Vessel has or may be involved in trading under this Charterparty in violation of the Price Cap Measures due to cargo loaded on the Vessel by the Charterers, Charterers shall immediately notify Owners in writing and the provisions of Clause 6B shall apply if such notification is made whilst the cargo is on board the Vessel. Charterers shall indemnify Owners and hold Owners harmless against any and all claims, liabilities, delays and losses, damages, costs, penalties and fines whatsoever suffered by the Owners resulting from the violation of the Price Cap Measures.*

The full text of the model clauses is available on INTERTANKO's Model Clauses Library (<https://tinyurl.com/4t2redsn>).

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