International Tanker Owners Pollution Federation, Ltd. (TOVALOP)

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Creation and aims

On 7th of January 1969 in London the Tanker Owners Voluntary Agreement Concerning Liability for Oil Pollution (TOVALOP) was concluded in accordance with which the International Tanker Owners Pollution Federation Ltd was established. The Agreement was developed and signed with the direct participation of the seven leading oil companies: British Petroleum, ESSO, Gulf Oil, Mobil Oil, Shell, Standard Oil and TEXACO.

In connection with the putting in force of the International Convention on Civil Liability for Oil Pollution Damage (1969) and creation of the International Fund for Oil Pollution Damage, which was approved in 1971 and came into force in October 1978, it became necessary to specify and supplement the Agreement of TOVALOP. The new version of the Agreement was put into force June 1, 1978.

The oil companies were obliged to conclude the Agreement because of protests from governments and the public against rapidly increasing oil pollution of sea water and coastal zones, in particular following the ‘Torrey Canyon’ wreckage.

The aims of TOVALOP are to promote participation in the Agreement of tanker owners to undertake urgent measures to eliminate oil pollution, giving the tanker owners the opportunity to cover their expenses under the insurance premiums.

TOVALOP also aims to protect the coastal zones, inland water-ways, harbours, lakes and estuaries, including coastal installations, against oil pollution.

The TOVALOP Agreement extends its application to seagoing tankers (loaded or in ballast) whose owners or bareboat charterers are parties to the TOVALOP Agreement. The Agreement applies to pollution damage on the territory or in the territorial sea of a state, except when the Civil Liability Convention applies to the damage. It also applies, as noted above, in the case of a threat of escape or discharge.

TOVALOP extends to areas of the world in which the Liability Convention
does not apply and provides benefits comparable to those provided in that Convention as well as other important benefits. In a sense it helps to create a substantial by uniform regime of tanker owner liability for oil pollution damage throughout the world.

**Membership**

Any shipowner may be a member of TOVALOP if he possesses a tanker (tankers) designated and built for the transportation of crude oil and its derivatives.

At present the members of the Federation are the tanker owners of 99% of the world tanker fleet, Soviet shipping companies specializing in tanker shipping included (Georgian, Latvian, Novorossiisk and Primorsk Shipping Companies). Membership may be obtained in two ways; by signing the TOVALOP Agreement or by application to the Federation. It should be noted in the application that the applicant is ready to fulfil the obligations of a Federation member. Additionally the applicant has to present evidence of solvency on liability for oil pollution damage.

Each member of TOVALOP must give information about all oil discharges from the tanker of a certain owner and about measures taken for elimination of the pollution, as well as about any prosecution by a government. In a case of escape of crude oil or its derivatives through a tanker owner’s fault, he must remove the discharge and take measures on his own account to minimize any pollution that threatens the coastal zone of any country, or to cover damages to the appropriate government that needs to eliminate or diminish such pollution.

In a case of escape, a member of TOVALOP has to present to the Federation an Advice of oil spillage. In this document the date of accident, name of tanker, port/position if at sea, day, month and year should be indicated. In addition, type of oil, operation in progress, reason for spill, costs (in US dollars) and other data should be pointed out.

A member of TOVALOP also bears responsibility to the government if he cannot prove that the spill was not done through his fault.

A member of TOVALOP should provide his solvency on claims to his tanker, i.e. as stated in the Agreement, ‘to create his financial basis’ (Article V).

A member of TOVALOP pays contributions to finance the current expenditure of the Federation.

Any member of TOVALOP may withdraw from the Federation by giving written notice.