



## TÜRK BOĞAZLARINDA CLC 69 SÖZLEŞMESİNİN VE CLC 92 PROTOKOLÜ UYGULAMALARININ GEMİ GEÇİŞLERİNE ETKİSİ ÜZERİNE BİR ÇALIŞMA

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### A STUDY ON THE EFFECTS OF CLC 69 CONVENTION AND CLC 92 PROTOCOL APPLICATIONS ON SHIP PASSAGE IN TURKISH STRAITS

#### ÖZ

Dünya deniz ticaretinde Akdeniz ve Karadeniz'i birbirine bağlayan tek denizyolu geçiş noktası olan ve Türk boğazları sistemi olarak adlandırılan İstanbul ve Çanakkale boğazları ve Marmara denizi yüzyıllardır deniz ticaretinde çok önemli bir yere sahiptir. Türk boğazları olarak adlandırılan İstanbul ve Çanakkale boğazları sahip oldukları stratejik konumları nedeniyle her gün birçok geminin geçişine ev sahipliği yapmaktadırlar. Türk boğazlarından geçen yük gemilerin önemli bir kısmını da petrol gemileri oluşturmaktadır. Petrol tankeri gemilerinin kazaları ve meydana getirdikleri deniz kirlilikleri de oldukça tehlikelidir. 1967 yılında Torrey Canyon kazası petrol taşımacılığında deniz kirliliği alanında dönüm noktası olmuştur. Uluslararası Denizcilik Örgütü çağrısıyla dünya ülkeleri toplanarak petrol tankerleri kazalarından dolayı meydana gelen deniz kirliliğinin zararının tazmini için önlemler alma kararı alınmıştır. Sonrasında Uluslararası Denizcilik Örgütü Petrol Kirliliği Zararları Nedeniyle Hukuki Sorumluluğa İlişkin Milletlerarası Sözleşmeyi hazırlamıştır. Kısa adı CLC 69 sözleşmesi olan bu sözleşmeyle, kaza sonucu kirliliğe neden olan gemilerden meydana gelen zararların telafi edilmesi hedeflenmiştir. CLC 69 sözleşmesi zaman içerisinde oluşan ihtiyaçlar ve meydana gelen anlaşmazlıklar ile geliştirilerek CLC 92 protokolüyle yenilenmiştir. Yapılan yenilemeler ile ülkeler yeni protokolü imzalamışlardır. Türkiye'de CLC 69 sözleşmesine taraf olan ülkeler arasındadır. CLC 69 sözleşmesi ve CLC 92 protokolü kapsamında Türk boğazlarından gemilerin geçişleri kontrol altındadır. Bu çalışmada Türkiye'nin CLC 69 sözleşmesi kapsamında Türk boğazlarından geçiş yapmakta olan gemiler için uygulanan düzenlemeler incelenmiştir. Her biri sektörde önemli bir geçmişe sahip olan uzmanlara uygulamalar hakkında sorular sorulmuş ve alınan cevaplar analiz edilmiştir. Türk boğazlarından geçen gemilerin CLC 69 sözleşmesi ve CLC 92 protokolü uygulamalarından nasıl etkilendikleri incelenmeye çalışılmıştır.

**Anahtar Kelimeler:** CLC 69 Sözleşmesi, CLC 92 Protokolü, İstanbul Boğazı, Çanakkale Boğazı, Türk Boğazları Sistemi, Deniz Kirliliği, Petrol Kirliliği.

#### ABSTRACT

The only maritime transit point connecting the Mediterranean and the Black Sea in world maritime trade, the Istanbul and Dardanelles straits and the Sea of Marmara, called the Turkish straits system, have a very important place in marine trade for centuries. The Straits of Istanbul and Çanakkale, which are called the Turkish Straits, host the passage of many ships every day due to their strategic location. Oil tankers constitute a significant part of the cargo ships passing through the Turkish Straits. Accidents of oil tankers and the marine pollution they cause are also very dangerous. The Torrey Canyon accident in 1967 became a turning point in the field of marine pollution in oil transportation. At the call of the International Maritime Organization, the countries of the world gathered and it was decided to take measures to compensate the damage of the marine pollution caused by the oil tankers accidents. Later, the International Maritime Organization prepared the International Convention on Legal Liability for Oil Pollution Damages. With this contract, whose short name is the CLC 69 convention, it is aimed to compensate the damages caused by the ships that cause pollution as a result of accidents. The CLC 69 convention was renewed with the CLC 92 protocol, which was developed with the needs and disagreements that occurred over time. With the renewals, the countries signed the new protocol. Turkey is among the countries that are party to the CLC 69 convention. Within the scope of the CLC 69 convention and the CLC 92 protocol, the passage of ships through the Turkish Straits is under control. In this study, the regulations applied for ships transiting through the Turkish Straits within the scope of Turkey's CLC 69 convention are examined. Experts, each of whom has an important background in the sector, were asked questions about the application and the answers were analyzed. It has been tried to examine how the ships passing through the Turkish Straits are affected by the implementations of the CLC 69 convention and the CLC 92 protocol.

**Keywords:** CLC 69 Convention, CLC 92 Protocol, İstanbul Strait, Dardanelles Strait, Turkish Straits System, Marine Pollution, Oil pollution.



## INTRODUCTION

The Turkish Straits system is the only transit point for oil tankers in maritime transport for the world energy market. The Turkish Straits system has been tried to be kept under control by different states in every period of history.

Although there are no rules for passage from ancient times, the region of the Straits has been regarded as a region that must be seized by the strong state of every period. The main reason for the Trojan wars is not the abduction of Helen by Paris but the capture of the Dardanelles under the control of the Trojans (Özman, 2006, p. 76)

The Turkish Straits were controlled by various states for centuries. The control of the Straits, it was quite a strategic situation in the control and domination of maritime trade (Gökçiçek, 2009, p. 3).

With the transition regimes in the Turkish Straits, more clear information is revealed when the straits enter the sovereignty of the Turks (Ünal, 2018, p. 16).

With the conquest of Istanbul by Fatih Sultan Mehmet in 1453, the period of the Turkish Straits began for the Turks. Until the end of the first world war, the control of the Turkish straits was in the Turks. With the agreements made with different countries in various periods, privileges and priorities have been given to the ships of the countries in the passage of the Bosphorus.

From 1535 onwards, the Ottoman Empire recognized the privilege of being able to pass through the straits to the merchant ships belonging to some states by capitulations. The Ottoman capitulations in this context, the French in 1535; In 1579 the British, in 1612 finally gave privileges that allow a free passage through the Straits to the Dutch merchant ship. (Meray, 1967, p. 367)

As of the First World War, with the participation of the Ottoman Empire in the war, there were cases of limitation in the passage of ships related to the Turkish Straits and closing the strait to ship traffic. The Ottoman state was defeated by the defeat of Germany, of which it was an ally. On 30 October 1918, the Ottoman Empire was forced to sign the Armistice of Mudros. The provisions of this agreement were the opening of the Dardanelles and the Bosphorus to the ships of all countries. The Ottoman Empire withdrew all the military elements in the Straits and the straits under the control of the Allied Power.

The Turkish Straits, which were under the control of the Allied Powers until the Montreux Convention Regarding the Regime of the Straits, came under the control of Turkey as of 20 July 1936 (Bilsel, 1947, p. 730).

Britain, France, the Soviet Union, Bulgaria, Romania, Japan, Greece and Yugoslavia are the parties to the Montreux Convention. Italy, which did not accept Turkey's control over the straits in the early days of the contract, later signed the contract. The Montreux Straits Convention consists of 29 articles and 3 additional protocols. It provides Turkey's absolute dominance over the Turkish Straits.

Figure 1: Turkish Straits



Source: Alpar and Usluer, 2018

In maritime transport, a legal regulation has not been taken seriously for many years to cover the damage caused by the oil tankers, the operation of the ship and the pollution caused by the oil load they carry. With the marine pollution disaster that occurred after the Torrey Canyon accident that occurred in 1967, the lack of legal regulations regarding oil pollution from tankers emerged. In the current situation, in the event of an oil-related accident, people affected by the accident have to cover their own losses, regardless of the country's coasts. This changed with the Torrey Canyon accident. Many problems were experienced due to the large number of parties damaged in the Torrey Canyon accident and the difficulty of determining who was responsible for the ship accident.

The International Maritime Organization convened in 1969 after the accident and prepared the International Convention on Legal Liability for Oil Pollution Damages (Page, 1990, p. 738).

In cases of marine pollution originating from oil tankers, it is not possible to completely eliminate oil pollution. The soluble and insoluble oil residues in the sea create pollution on the surface and bottom of the sea. The places where the pollution is seen intensely are mostly the coasts of the countries where the accident occurred. Since the ships involved in the accident are foreign flagged and leased to other companies, it is very difficult to find an interlocutor. After the accident, the responsibility of the ships should



be in the flag states. However, most ship operators choose flag states that are in the easy flag class because of the tax advantage provided. The efforts of the states that offer easy flag application on responsibility after the accident is a matter open to discussion. For this reason, ship-related responsibilities mostly fall on private individuals after accidents. For this reason, international regulations are needed on marine pollution originating from oil tankers.

## METHOD

In the research, the legal practices prepared as a result of the CLC 69 convention and the CLC 92 protocol applied in the Istanbul and Çanakkale straits, which are called Turkish straits, were investigated. During the research, the content and structure of the applications of the port authorities affiliated to the Ministry of Transport and Infrastructure for the straits were examined by literature review and data analysis method. In the application part, semi-structured interview technique was used as the data collection method. The information obtained from the literature review and interviews with experts was analyzed and as a result, ten (10) important indicators were determined.

The commercial organizations that represent the ships in the countries they go to and follow their legal procedures are shipping agencies. Since it was not possible to reach the ships one by one in the study, five (5) participants working in the shipping agencies formed the sample of the study. From the information obtained from the experts, opinions on the legal practices of the ships on behalf of the ships passing through the Turkish Straits were taken. These obtained opinions were evaluated and tried to be interpreted. The flow chart of the study is shown in Table 1.





With this guarantee, the oil tankers will have provided sufficient financial resources to cover the damage caused by the pollution. The ships of the states that are party to the CLC 69 convention must have the relevant certificates showing this guarantee and the existence of the insurance. The insurance cost of the tankers carrying more than 2000 tons of oil is determined by the CLC 69 convention and must be covered by the P&I club or another insurance in the insurance system.

The port states that are parties to the convention have the right not to allow the ship to enter their ports in the absence of the said document on board. Here, the flag state of the ship need not be a contracting state (Mensah, 1976 , p. 112).

The Convention places the liability for such damage on the owner of the ship from which the polluting oil escaped or was discharged. Subject to a number of specific exceptions, this liability is strict; it is the duty of the owner to prove in each case that any of the exceptions should in fact operate. However, except where the owner has been guilty of actual fault, they may limit liability in respect of any one incident. The Convention requires ships covered by it to maintain insurance or other financial security in sums equivalent to the owner's total liability for one incident. This does not apply to warships or other vessels owned or operated by a State and used for the time being for Government non-commercial service. The Convention, however, applies in respect of the liability and jurisdiction provisions, to ships owned by a State and used for commercial purposes. The only exception as regards such ships is that they are not required to carry insurance. Instead they must carry a certificate issued by the appropriate authority of the State of their registry stating that the ship's liability under the Convention is covered. (IMO, 1969).

The Convention covers pollution damage resulting from spills of persistent oils suffered in the territory (including the territorial sea) of a State Party to the Convention. It is applicable to ships which actually carry oil in bulk as cargo, i.e. generally laden tankers. Spills from tankers in ballast or bunker spills from ships other than other than tankers are not covered, nor is it possible to recover costs when preventive measures are so successful that no actual spill occurs. The shipowner cannot limit liability if the incident occurred as a result of the owner's personal fault. (IMO, 1969).

According to this article, ship operators can be relieved of responsibility if they prove that the pollution damage occurred outside of the ship's fault. Events other than the ship's fault may be war, civil war, ship revolt, sabotage against the ship, rebellion on board or natural disasters. Accidents may be the result of malicious acts, negligence or deliberate actions of third parties. It may be the result of the negligence of the duties of the employees of the institutions or organizations operating in the accident area, controlling the sea navigation and safety or assisting the navigation. Ship operators are required to prove that the accident occurred as a result of one of these situations. Ship operators are required to conduct a detailed and in-depth research and present realistic evidence for their defense and claim.

Since the Civil Liability Convention of 1969 is based on the place where the pollution damage occurred, it is sufficient for the contract to be implemented if the damage has occurred in the country of the contracting states. In this respect, it does not matter whether the flag state of the ship is a party to the convention or not (Abdullayev, 2005, p. 91).

Pursuant to Article VII/11 of the Convention, the Contracting States are required to provide insurance or other financial security for ships carrying more than 2000 tons of oil in bulk and arriving at or leaving the port or arriving at or leaving a loading and unloading point in territorial waters, regardless of which country

they are registered in. national regulations are required. According to this article, unfair competition between states is also prevented, since ships registered in states that are not parties to the convention are required to take out compulsory insurance in order to enter the ports of the states party to the convention or the loading and unloading places in the territorial sea (IMO, 1969).

Due to the developing technology and increasing maritime trade, the CLC 92 protocol was made because the CLC 69 convention was insufficient in terms of scope. Many changes have been made in the CLC 92 Legal Liability and Fund Agreements, especially the concept of ship, the concept of incident, the concept of pollution damage, the concept of liability and the amounts of compensation and the application areas in the seas.

Pursuant to the Civil Liability Convention of 1992, the definition of ship has been expanded to include empty tankers that were not carrying oil as cargo at the time of the incident (De la Rue, 2012, p. 14).

The limits set in the CLC 69 convention were increased by a protocol adopted by the IMO at a conference convened in 1992. In accordance with article 4/a of this protocol, which entered into force in 1996, the amount that can be paid to those who suffer from oil pollution; shall be limited in respect of each individual event, not exceeding 135 million units of account (Adalı, 2005, p. 34).

With the CLC 92 protocol, special liability limits have been introduced for small tonnage ships. The concept of territorial waters, which is the application area in the CLC 92 contract, was abolished and replaced by the wider Exclusive Economic Zone. In the CLC 92 protocol, the pollution caused by the empty oil tankers are added to the pollution damages. In addition, marine pollution that occurs during bunker supply operations, regardless of whether the oil tankers are empty or full, has been added. In the CLC 92 protocol, the damage caused by pollution has been redefined and new terms have been added for cleaning and restoring the ecological balance.

While the limit of liability under the 1969 Convention is significantly less than that of 1992, the loss of the right to limit liability is broader (De la Rue, 2012, p. 15).

Under current international law, tankers of less than 2000 tonnes have no obligation under the International Convention to obtain financial insurance for oil pollution. However, even spills from small tankers could cause significant damage to the environment in a sensitive location. Aware of the problem, some State parties have taken unilateral action through national law to regulate even smaller tankers for the purposes of liability and compensation for oil pollution damage (Van, 2021, p. 113)

In accordance with the 1969 Convention, measures taken to prevent the risk of contamination in the territorial waters of the State Party, for example, if there is a danger of oil pollution if a tanker runs aground, are excluded. However, the 1992 Convention accepts that reasonable measures taken to prevent such a danger will be compensated within the scope of pollution damage, provided that the danger in question is an imminent and serious danger (Chao,1996, p. 272).

After the Nakhodka accident, which occurred in Japan in 1997, Erika, which occurred in France in 1999, and Prestige, which occurred off the coast of Spain in 2002, the applications of the countries affected by the accident, together with non-governmental organizations on the environment, on November 1, 2003, the upper limits of the 1992 Liability Convention were already increased. Moreover the 1992 Fund Convention to further increase the limits and suggested more radical innovations in this regard. For example, it has

been argued that in addition to compensation for damages to the environment, expenses spent for the scientific determination of environmental damages should also be included in the scope of compensation (IOPC, 2003, p. 15).

According to the Oil Pollution Legal Liability Agreement, only the ship owner and the insurer are responsible for pollution damage and these persons have the right to limit their liability in accordance with the agreement. The point that should be emphasized here is that if the event causing the pollution damage falls within the scope of the convention, the liability will be determined only and primarily in accordance with the Petroleum Pollution Legal Liability Agreement. Persons who have suffered pollution damage within the meaning of the Petroleum Pollution Legal Liability Agreement can only direct their liability claim in terms of this damage to the ship owner and insurer (Meriç, 2014, p. 323).

The 2003 Protocol establishing an International Oil Pollution Compensation Supplementary Fund was adopted by a diplomatic conference held at IMO Headquarters in London. The aim of the established Fund is to supplement the compensation available under the 1992 Civil Liability and Fund Conventions with an additional, third tier of compensation. The Protocol is optional and participation is open to all States Parties to the 1992 Fund Convention. Adopted on 16 May 2003 and entered into force on 3 March 2005. (IMO, 2003).

Turkey has declared that it has participated in the 2003 Protocol of the International Convention on the Establishment of an International Fund for the Compensation of the 1992 Oil Pollution Damages with the Law No. 6348 dated 29/06/2012, by publishing it in the Official Gazette dated 10 October 2012 and numbered 28437. According to the sources of the international maritime organization, 31 countries are parties to the 2003 additional protocol. In the 2003 Additional Funding Protocol, the geographical application areas remained the same (Mason, 2003, p. 4).

The terms of the CLC 92 protocol remain the same in this protocol. In the 2003 Additional Fund Protocol, the states that are party to the subject protocol have been given the authority to become legal persons in compensation courts and to be a party in legal proceedings. In addition, the Additional fund becomes a legal person in the states to which it is a party, and takes part in courts and legal proceedings.

#### **LEGAL PRACTICES IMPLEMENTED BY TURKEY UNDER THE CLC 69 CONVENTION AND CLC 92 PROTOCOL**

Turkey became a party to the CLC 92 Protocol on 26 April 2001. As part of the protocol, a certificate called a CLC 92 certificate is issued to ships if they show that they have financial security. The validity of the CLC 92 certificate is the same as the duration of the insurance policy or bank guarantee that the ship has.

Turkish flagged ships, foreign flagged ships and ships of countries that are not party to the CLC 92 protocol must obtain CLC 92 certificates in order for their ships to pass through Turkish territorial waters. CLC 92 certificates are regulated by the 1998 numbered directive published by the General Directorate of Maritime Trade on 19 December 2013.

In order for a ship to obtain the CLC 92 certificate, she must have financial security in accordance with the terms of the contract, an insurance policy or bank guarantee in accordance with the tonnage of the ship and the cargo she carries. The CLC 92 certificate is prepared by the port authorities as 2 original documents. While the first original document is delivered to the agency to the ship, the second original document is kept by the port authority. The CLC 92 protocol covers ships carrying 2000 tons and more of oil cargo.



Agents of oil tankers weighing less than 2000 tons can also obtain a CLC 92 certificate upon request. In this way, ships can transfer their liabilities to an insurance company or to P&I clubs with bank guarantee.

Port authorities request agencies requesting CLC 92 certificates to provide information on the following subjects about the ships:

- Is the ship Turkish flagged or a ship of a flag country that is not a party to the CLC 92 protocol ?
- Is the validity date of the ship's insurance policy sufficient for transit through territorial waters ?
- Is the P&I club authorized to issue the insurance policy to the ship ?
- If the ship's insurance policy is an electronic copy, is it approved on the P&I club website?
- If the ship offers bank guarantee, has this guarantee taken from a bank established according to Turkish Legislation ?

The following information about the ship is written in the CLC 92 certificate prepared by the port authorities:

- Ship name and port of registry
- Ship's IMO number and call sign
- Name and company address of the ship operator
- Type of collateral received by the ship
- Address of the insurance company or bank providing the guarantee to the ship
- Validity period of the certificate
- Certificate number

There is a list of authorized P&I clubs related to CLC 92 certificate on the official website of the General Directorate of Maritime Trade, which is affiliated to the Ministry of Transport and Infrastructure. It is possible for ship owners and shipowners to get information about the P&I club from here for insurance transactions before entering Turkish territorial waters. Ship operators can obtain information from ship agencies, which are their official representatives.

In the CLC 92 certificate application process, the insurer sends a document called "Blue Card" to the ship operator or directly to the ship operator. With this document, the ship operator makes an application to the port authority through the ship agency. Port authorities may also request that an application be made with a "Blue Card" instead of an insurance policy in order to complete the CLC 92 certificate processes faster. It is preferred that the operators of Turkish flagged ships also request "Blue Card" from insurance companies in their CLC 92 certificate applications through shipping agencies.

If the bank guarantee or P&I policy shown after the CLC 92 certificate is issued by the ship owner or shipowner becomes invalid or if another bank guarantee or P&I insurance is changed, the old certificate must be returned to the port authority through the ship agency within 3 days.

Ships making a stopover at a port or terminal in Turkish territorial waters and ships making a non-stop transit through the Turkish Straits are obliged to forward a copy of their CLC 92 certificate to the port authorities, together with their cruise plans. If this notification is not made by the shipping agents, the ships

cannot enter the Turkish territorial waters. Those who complete all kinds of commercial and technical transactions. Departures from ports or terminals are not allowed by port authorities.

**Figure 2: Narrow Passages in the Turkish Straits**



Source: Zeymarine, 2021

In addition, within the voyage plan 1, CLC 92 certificate number and validity date are requested, together with the information of the ship, 24 hours before the passage of Turkish flagged and foreign flagged vessels in the passage through the Turkish Straits. If the required voyage plan is not sent by the ship's agency or sent with incomplete information, the ship is not allowed to pass through the straits. The information requested for this voyage plan is sent to the ship traffic services by fax or e-mail by the ship's official agency. An example voyage plan 1 is given in Figure 3.

Figure 3: Voyage Plan 1 Report

A	SHIP'S NAME	
	CALL SIGN	
	FLAG	
	IMO NO	
	MMSI NO	
B	DATE AND TIME (UTC)	
C	REPORTING POSITION (LAT/LONG)	
F	CONTINUOUS MANOEUVRING SPEED (in knots including decimals)	
G	PORT OF DEPARTURE	
H	DATE, TIME AND POINT OF ENTRY INTO VTS AREA (UTC)	
I	PORT OF DESTINATION	
J	REQUEST PILOT (YES/NO)	
	ISTANBUL STRAIT	
	MARMARA SEA	
	ÇANAKKALE STRAIT	
O	FORWARD DRAFT (AT THE ENTRANCE)	
	AFT DRAFT (AT THE ENTRANCE)	
	AIR DRAFT (AT THE ENTRANCE)	
P	CARGO (TYPE AND QUANTITY)*	
	DESCRIPTION OF DANGEROUS, NOXIOUS AND POLLUTANT GOODS (UN no/name/class/quantity) (IMDG, IGC, IBC, GC, INF) *	
	IN CASE OF WEAPON SHIPMENT *END USER CERTIFICATE* DATE/NUMBER AND COPY	
Q	DEFECTS/DAMAGE/DEFICIENCIES/OTHER LIMITATING REASONS	
T	SHIP'S AGENT/REPRESENTATIVE	
	SHIP'S AGENT/REPRESENTATIVE'S TAX NO	
	NAME - SURNAME OF MASTER	
U	SHIP TYPE	
	LOA (METRES)	
	BEAM (METRES)	
	GROSS TON	
	NET TON	
	DOUBLE OR SINGLE HULL TANKERS	
	CONSTRUCTION YEAR OF VESSEL	
W	NUMBER OF PERSON ON BOARD	
X	P&I Club Name	
	P&I Policy Number / P&I Validity	
	CLC 92 Certificate Number / Validity **	
	CLC 92 Certificate Number / Validity ***	
	WASTE OIL DATE	
	BUNKER ON BOARD (F/O - D/O - L/O)	
	* In case it's needed, more detailed information about cargo onboard may be requested.	
	** All Vessels over 1000 GT	
	*** Ship carrying more than 2000 tons of oil (means any persistent hydrocarbon mineral oil such as crude oil, fuel oil, heavy diesel oil and lubricating oil), in bulk as cargo.	

Source: Forceshipping, 2021

If the owner or the owner of the ship does not pay the insurance premiums, the insurance company excludes the ship. P&I insurance must notify this situation to the General Directorate of Maritime Trade and the ship operator. The General Directorate of Maritime Trade evaluates the notification and initiates an investigation by experts. If the situation is detected, the CLC 92 certificate of the ship will be revoked. The situation is reported to the port authority that issued the certificate. The port authority also cancels the certificate it has issued for the ship and notifies the ship agency if information is requested.

## RESULTS

In this study, semi-structured interview technique was applied with questions prepared in the light of the information obtained from the above findings and expert interviews. During the passage of ships through the Turkish Straits, the ships work with the shipping agencies working in Turkey for the strait passage procedures and other legal proceedings. Ship agents are commercial institutions that have the authority to carry out the legal transactions of the ships they represent by complying with the rules of the state they are affiliated with in maritime trade. Ship agents are appointed as the official representative of the ship by prior agreements with the ship operators. They are responsible for the ship's activities within Turkish territorial waters. Due to these representation powers, they are also responsible for the processes in the passage of ships through the Turkish Strait system. Therefore, they have both knowledge and authority in the CLC 92 certification processes of ships. In this study, opinions on behalf of the ships were taken from the shipping agencies about the passage of the ships. In the study, it has been tried to reach experts who

have worked in the field of shipping agency for years and are still working in the sector. Care was taken to ensure that the vessels represented in the shipping agencies owned or served by the experts pass through the Turkish Straits. Attention has been paid to the fact that the ships are oil tankers by type.

The duties and years of experience of specialists in the ship agency are given in Table 2. Attention was paid to the fact that the experts are still working in the shipping agency sector and have been providing agency services for more than 5 years. Confirmation has been received that the ships that the experts provide ship agency services to pass through the Turkish Straits. The answers received from our experts have been carefully examined and evaluated.

**Table 2: Duties and Experiences of Experts**

	Rank	Years in Rank
Exper 1	Agent Manager	5 years
Exper 2	Agent Owner	11 years
Exper 3	Agent Owner	16 years
Exper 4	Agent Manager	14 years
Exper 5	Agent Owner	7 years

The questions asked to the experts using the semi-structured interview technique are given in Table 3. The questions prepared focused on the passage of Turkish ships and foreign flagged ships passing through the Turkish Straits. Obtaining the required CLC 92 certificate during the passage of the ships and their approach to the certificate are tried to be examined.

**Table 3: Questions on CLC 92 Certificate Procedures Required for Passage of Turkish and Foreign Flagged Ships**

Question 1: What is the point of view of the Turkish flagged ships on the necessity of having the CLC 92 certificate while passing through the straits ?
Question 2: Does the port authorities facilitate the CLC 92 certificate procedures in the passage of Turkish flagged vessels through the straits ?
Question 3: What is the approach of the ships in case of CLC 92 certificate being requested from the ships of the countries that are not party to the CLC 69 convention while they are passing through the straits ?
Question 4: Do the ships of the countries that are not party to the CLC 69 convention have problems in obtaining the CLC 92 certificate ?
Question 5: Do insurance companies have problems in obtaining the CLC certificate ?
Question 6: Do P&I clubs have problems while providing insurance policy in the process of obtaining CLC 92 certificate ?
Question 7: What is the approach of the ships when the guarantees required for the Turkish flagged ships are requested from the banks that comply with the Turkish bank legislation in the process of obtaining the CLC 92 certificate ?
Question 8: What is the approach of ships to requesting the guarantees required for foreign flagged ships from banks that comply with Turkish bank legislation in the process of obtaining CLC 92 certificate ?
Question 9: What is the approach of the ships when CLC 92 certificate is requested from the ships passing through Turkish Straits without a call ?
Question 10: If the ships do not pay their insurance premiums on time in the CLC 92 certificate procedures, do the CLC 92 certificates become invalid or are there any special practices applied to the ships ?

The answers received from the above questions were analyzed and evaluated. In the results obtained, the contents of the answers were approximately close to each other. In addition, the experts were asked if there was anything else they wanted to add apart from the questions. The issues that were left out of the

questions and that the experts wanted to add and solution suggestions were tried to be given in the conclusion part.

## EVALUATE AND CONCLUSION

The Turkish Straits had always been busy in terms of ship passages. However, in recent years, a much more intense oil tankers traffic have occurred due to the increase in the need for oil-based energy around the world. This increasing traffic in the Turkish Straits also increases the risk of ship accidents. In the Marmara Sea, which is a part of the Turkish strait system, Tüpraş refinery is an important stopover point for this traffic. Oil tankers are passing through the straits every day pose a great risk during their passage and in the pre- and post-transition processes. The CLC 69 convention and the CLC 92 protocol allow Turkey to request guarantees against possible accidents in the transit of oil tankers through the Turkish Straits.

Turkey's being a party to the CLC 69 convention and the CLC 92 protocol is very important especially for the protection of the safety of the Turkish straits and the ecological structure of the sea. With the updates and improvements made over time for the CLC 69 convention, the CLC 92 protocol has been expanded in terms of compensation for damage, and it has also closed the shortcomings of the CLC 69 convention in terms of speeding up the compensation processes, reducing the damage and cleaning the pollution. It is very important that the ballast operations of the oil tankers passing through the Turkish Straits unloaded and the possible pollution situations before the transit, and the loading and unloading operations of the loaded oil tankers within the borders of the Marmara Sea are also within the scope of compensation. One of the important points of the CLC 92 protocol is that the measures taken against the risk of pollution can be provided at the cost of compensation. The important innovation that serves the common interest of each country is the inclusion of all cleaning works carried out to eliminate the effect of pollution after the oil tankers accident within the scope of compensation. Oil tankers have to pay very large prices for cleaning operations both during and after the pollution that has occurred. In this case, it is ensured that the ship's personnel and ship operators act much more carefully and in accordance with the rules regarding the operation of an oil tankers.

The experts were first asked about the perspectives of Turkish ships on the application of CLC 92 certificate and whether there are any conveniences applied to Turkish ships. The answers from the experts were very positive and it was conveyed that the ships thought that the CLC 92 certificate was positive and necessary. With this application, ships guarantee themselves against possible accident situations and report that they are safe. It has been stated that there is no privileged application against Turkish ships. In this case, it shows that Turkey carries out the CLC 92 certificate application quite impartially and seriously. These answers show how much importance is given to the rules in Turkey's Turkish Straits. In terms of the safety and ecological structure of the Turkish Straits, the application is carried out seriously.

The experts were asked about the perspectives of the ships that are not party to the CLC 69 convention about the CLC 92 certificate and what the problems they experienced, if any. In the answers from the experts, it was emphasized that the ships adopted and tried to comply with the rules of that country in the territorial waters of other countries. In international maritime trade, the practices of each country in their own territorial waters may be different. However, the Turkish Straits are also more visible because they are an international transit route. However, due to the impartial implementation of the regulations by Turkey, they are followed without any problems by foreign flagged vessels. In the answers to the other question, it

was stated that most of the foreign flagged ships work with the commercial institutions recommended by the insurance companies. Due to this situation, the ships usually handle the CLC 92 certificate procedures without any problems.

Experts were asked whether insurance companies and P&I companies had problems with the CLC 92 certification process. In the answers from the experts, it was stated that the insurance companies created a common legal base with the member countries of the CLC 69 convention thanks to their international structure. In this way, insurance companies can easily handle the insurance transactions of their customers in the countries they visit. It is seen that Turkey's infrastructure in marine insurance is strong and compatible with international regulations. It has been reported that P&I clubs have been working in deep-rooted relations with Turkey for many years. It was stated that P&I clubs did not have any problems with the CLC 92 certificate and they carried out the process quite well. Turkey's cooperation and work in harmony with P&I clubs creates a very reassuring picture in global maritime trade.

Experts were asked about their reactions to collateral requests from banks that comply with Turkish bank legislation for the collateral transactions of Turkish and foreign flagged ships. In the answers from the experts, it was stated that both Turkish flagged vessels and foreign flagged vessels did not experience any problems during the transactions. It has been stated that there are delays due to the system only in transactions with intermediary banks. It is known that Turkey's banking sector has a deep-rooted and solid history. In this way, it was stated that the collateral transactions of the ships were completed without any problems. The smooth cooperation of both insurance companies and P&I companies with Turkey shows that the CLC 92 certificate application is carried out very meticulously and properly in the Turkish Straits.

The experts were asked about their reactions to the request for the CLC 92 certificate during the passage of ships passing through the Turkish Straits without a stop. In the answers from the experts, it was stated that the ships fulfilled all the necessary procedures in this regard and complied with Turkey's CLC 92 certificate application. Experts were asked how the CLC 92 certificate works in case of not paying the insurance premiums on time and what are the facilities provided to the ships, if any. In the answers from the experts, it has been learned that the insurance company provides 3 more months of coverage for the CLC 92 certificate even in the event of a disruption in insurance premiums. This is an important and necessary practice for both Turkish flagged vessels and foreign flagged vessels. In this way, the transit processes of the ships are not affected. With this application, ships complete their commercial activities and gain time to provide new collateral.

In the results of the study, it was revealed that the CLC 92 certificate application in the passage of ships in the Turkish Straits is applied in a systematic and controlled manner. However, there is an important shortcoming of the CLC 92 certificate application. This shortcoming is that the requirement to obtain CLC 92 certificates is optional for oil tankers below 2000 gross tonnage. The CLC 92 protocol will not be applicable to the accidents of oil tankers below 2000 gross tonnage. In the event of an accident, the cost of any cleaning work done and the compensation for the damage are excluded from the CLC 92 protocol. This situation creates serious grievances and a high risk of marine pollution in every sense. Considering the ecological structure of the Turkish Straits and strong sea currents, even a small amount of oil pollution will have serious effects and spreading power. The fact that these ships, which do not have a CLC 92 certificate, do not have a guarantee in the passage through the Turkish Straits, brings a serious financial responsibility for the ships. In the event of a possible accident, ships will face high fines if found guilty. It is very important

for the Turkish port authorities to give CLC 92 certificates to these small vessels in terms of guaranteeing possible marine pollution in the future. The current certificate preparation and follow-up processes of port authorities will increase. Insurance operations and costs of existing small ships will increase. But these cost and labor increases will remain very insignificant for the safety of the Turkish straits and the prevention of possible marine pollution.

In the study, the importance of applying the CLC 92 certificate applied to ships passing through the Turkish straits and the seriousness of the application were tried to show. In general, it is seen that the application is maintained in accordance with neutral and international regulations. Thanks to the compatibility of Turkish legislation with international regulations, the CLC 92 certificate application continues without any problems. Of course, Turkish shipping agencies have a great role in the implementation of the CLC 92 certificate in the Turkish Straits and in Turkey's successful participation in world maritime trade. Turkish ship agencies work devotedly by keeping Turkey's national security and values at the forefront, by complying with international maritime rules. Thanks to Turkish ship agencies, maritime rules are applied regularly and safely in Turkey's territorial waters, especially in the Turkish Straits system. The CLC 92 certificate application is an indispensable administration for the Turkish Straits to be safer and cleaner. It is requested that all ships passing through the Turkish Straits comply with the measures taken and take the necessary precautions and measures for the protection of the Turkish Straits, which are indispensable for world maritime trade.

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