AUTOSHIPMAN 2024 and Certification for Autonomous Vessels in the U.K.

By Fiona Cain, Ziv Gould | March 20, 2025

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BIMCO has released AUTOSHIPMAN 2024, a standard form ship management agreement to enable third-party ship managers to deliver services for the operation of remotely controlled or fully autonomous vessels.

AUTOSHIPMAN is largely based on BIMCO's 2024 edition of SHIPMAN, one of the most widely used ship management agreements (read our commentary on SHIPMAN 2024 here). Like SHIPMAN, AUTOSHIPMAN is an agency agreement, under which managers are appointed by owners to carry out ship management services as defined in the contract. AUTOSHIPMAN retains the same framework for obligations, responsibilities and liabilities as SHIPMAN. It also incorporates specific provisions so that it can apply to any degree of autonomous operation of the vessel, including switching operational modes during a voyage. This flexibility is important as it addresses potential legal requirements for remotely controlled vessels to be partially or fully manned when passing through certain jurisdictions' waters or when calling at specific ports.

Structure and Layout

The standard-form agreement is, like SHIPMAN 2024, divided into seven main sections, comprising Part I and Part II followed by Annexes A through to E. Some of the key provisions and clauses, particularly those that are unique to AUTOSHIPMAN, are commented on below:

Part I: Traditional Box Layout

This section, which records the deal-specific information agreed between the parties, is closely modelled on SHIPMAN 2024. It specifically addresses remotely controlled and autonomous vessels as follows:

- Box 7 deals with crew management in the same manner as SHIPMAN 2024, but in this agreement the definition of "Crew" also includes "ROC Operators" i.e. the remote operations centre personnel based on shore operating the vessel, along with "Seafarers" serving on board the ship.
- Box 10 contains details on who is to provide and manage the ROC. The ROC can be provided by the managers, owner or a third party and managed and operated by the managers, or another elected entity.
- Box 11 enables the parties to detail the ship's operating area and limits. This differs from the ordinary "trading restrictions, as here they are governed by the extent to which the ROC and/or its network can provide operational support for the vessel when operated remotely or in a fully autonomous mode.

Part II: Key Detailed Clauses

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Definitions (Clause 1): The defined terms set out in clause 1 are largely consistent with the terms of the latest edition of SHIPMAN. There are, however, three notable additions. Firstly, a definition of "Applicable Laws" has been added to reflect the interplay between maritime legislation impacting the vessel and domestic legislation affecting the operation of the ROC. Secondly, there is a definition for "Autonomous Degrees" and the associated operations, Degrees 1 to 4, which are consistent with the degrees of autonomy set out by the International Maritime Organisation. Finally, and as mentioned above, "Crew" now includes not only "Seafarers", the personnel on board the vessel, but also "ROC Operators", who will operate some or all of the functions of the vessel from the ROC.

Authority of Managers (Clause 3): The fundamental basis of the agreement is recorded in clause 3 - it is an agency agreement, which can, depending on the agreement reached by the parties, provide for technical management, crew management and/or commercial management. While, like SHIPMAN 2024, the managers are to perform their services with "sound ship management practice", this agreement also refers to "sound ROC management practice", although precisely what that means is not defined and will develop, as the provision of such services is currently in its infancy.

Technical Management (Clause 4) and Crew Management and Crew Insurances (Clause 5): In clause 4 there is the additional requirement on managers to maintain and keep up to date the ship's equipment and systems required by the ROC to operate in autonomy. Clause 5 refers to crew "assuming their duties", rather than "joining the vessel" to account for the land-based personnel.

ROC and ROC Management and Insurance (Clause 7): Unique to AUTOSHIPMAN, this clause regulates the provision, management and insurance of the ROC. It requires there to be the necessary infrastructure, equipment, systems and redundancy in place to operate the vessel safely and securely. It also sets out the managers' obligations if they are responsible for managing the ROC which include ensuring amongst other things compliance with the laws of the Flag State, insuring the ROC, providing "*competent ROC Operators*" and other personnel to "*supervise the maintenance and general efficiency of the ROC*", as well as requiring the managers to procure the necessary spare parts and incur the expenditure to ensure the ROC complies with Class requirements and applicable legislation.

Managers' Obligations (Clause 9) and Owners' Obligations (Clause 10): The manager's obligation is to provide management services using "*best endeavours*" and in accordance with "*sound ship management and ROC management practice*". The explanatory notes explain that this requires the manager to perform their obligations to a high standard. The owners' obligations are not subject to the same standard.

Annexes A through to E

Similar to SHIPMAN 2024, AUTOSHIPMAN has five annexes which detail information on the types of vessels covered by the agreement (Annex A), Seafarers/ROC (Annex B), budget (Annex C), associated vessels (Annex D) and the fee schedule (Annex E).

Commentary

AUTOSHIPMAN is the industry's first standard contract aimed at the growing inland and coastal water sector operating remotely controlled vessels, providing not only for remote operation but also fully autonomous services.

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Since the commercial adoption of autonomous vessels is still very much in its infancy, BIMCO has stated that it has relied on "assumptions and expectations" and expects AUTOSHIPMAN to be amended in the future, once there is more practical experience to draw on. At the current time, AUTOSHIPMAN does well to address the critical points to make it an adequate standard form for remotely operated ships, which SHIPMAN2024 naturally does not include.

Certification Developments in U.K.

Building on Workboat Code Edition 3, which entered into force in 2023 (and is covered in a previous alert), the U.K.'s Maritime and Coastguard Agency (MCA) has now issued three Marine Guidance Notices in respect of autonomous and ROU vessels: "MGN 664 (M+F) Amendment 1: Certification process for vessels using innovative technology"; "MGN 702 (M) – Maritime Autonomous Surface Ships (MASS) of Less than 2.5 metres in length overall"; and "MGN (705) M – Remotely Operated Unmanned Vessels (ROUVs) of 2.5 metres to less than 4.5 metres in length overall".

As a result, it is now possible for MASS and ROUVs which are a British ship or are operating in U.K. waters, and depending on their size, to obtain certification through one of the following routes:

1. Under MGN 664 (M+F) on a case-by-case assessment through application to the MCA, which will result in the issuing of a load-line exemption certificate;
2. Under Workboat Code Edition 3, where a certificate will be issued following a survey, but only if the vessel is less than 24 metres in load-line length; or
3. Under MGN 702 or MGN 705, which permits eligible vessels to operate without certification, provided that the owners/operators have completed a self-declaration process. Eligible vessels are MASS, including ROUVs, of less than 2.5 metres in length overall or ROUVs of between 2.5 and 4.5 metres in length.

It is important to note, however, that despite the Workboat Code and these Notices, U.K. vessels may nevertheless be subject to additional requirements when operating outside of U.K. waters, as non-U.K. Maritime Administrations or Port State Authorities are under no obligation to accept U.K. General Exemptions for vessels in their waters.

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