



IMCI Agreement in regards to World Sailing (WS) Structural Plan Assessment

1. General

This AGREEMENT is entered into this ____ day of _____, 20____ by and between International Marine Certification Institute (hereinafter IMCI), and the Customer as in the next paragraph.

2. Customer's Information

Name	
Address	
Name of Contact	
Telephone Number	
Telefax Number	
eMail address	
VAT ¹ Registered No. :	

¹ EU only and if any

3. Craft details

Model Name(s)	Model Year

4. Purpose

The purpose of this contract is to define the relationship between IMCI and the Customer for the WS Structural Plan Assessment.

5. Methods of Assessment

The WS Structural Plan Assessment is conducted according to the WS rules as of the date of this contract. See http://www.sailing.org/classesandequipment/offshore/plan_review.php.

It is likely that the IMCI will require verification of supplied data and it will appoint the above mentioned Inspector under whose responsibility such shall be verified. The cost of verification will be borne by the Customer in accordance with the level of IMCI fees.

Where calculations are carried out, these will be undertaken by the IMCI Head Office or by the Inspector upon submission of the appropriate documentation by the Customer. The cost of the work undertaken will be borne by the Customer in accordance with the level of IMCI fees.

6. Non-disclosure Statement

IMCI and IMCI Inspector agree to treat all non-public information obtained during the assessment process or other documentation as confidential and agree not to release or discuss any such information with other parties unless for WS purposes or unless prior consent of the Customer has been obtained or unless otherwise required to disclose this information by operation of law.

As is our usual practice, documentation may contain information that is privileged, confidential, and exempt from disclosure. It is intended for the use of IMCI only, and may be utilised as a tool for proof of compliance/non-compliance for specific items required by WS and/or legislation.

7. Representations and Covenants

The Customer represents, warrants, and covenants to IMCI that all information and specifications provided to IMCI, or its Inspectors, for purposes of obtaining Structural Plan Assessment for WS purposes shall be complete and accurate representations respecting production models, and that no change in any models specifications will be made without notifying IMCI in writing 30 days in advance before the change is made.

The Customer shall indemnify and hold IMCI, its Affiliates, Agents, Directors, Inspectors, Members, and Officers, including without limitation, harmless from any and all judgements, fines, penalties, other liabilities and costs including IMCI's attorney fees arising from or alleged to arise from the Structural Plan Assessment for WS purposes of any model certified pursuant to this Agreement, including without limitation, liability arising from breach of the warranty provided on top of this paragraph.

8. Complaints

The Institute requires the Customer to

- a) keep a record of all complaints made known to him relating to a product's compliance with requirements of the relevant standard and to make these records available to the Institute when requested;
- b) take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for Structural Plan Assessment for WS purposes;
- c) document the actions taken.

9. Customer

The Institute requires that the Customer:

- a) always complies with the relevant provisions of the WS programme;
- b) has not lodged his application with any other Notified Body;
- c) makes all necessary arrangements for the conduct of the evaluation, including provision for examining documentation and records, investigation of complaints or the participation of observers (if applicable);
- d) makes claims regarding Structural Plan Assessment for WS purposes only in respect of the scope for which Structural Plan Assessment for WS purposes has been granted;
- e) does not use his product Structural Plan Assessment for WS purposes in such a manner as to bring the Institute into disrepute and does not make any statement regarding its product Structural Plan Assessment for WS purposes which the Institute may consider misleading or unauthorised;
- f) uses Structural Plan Assessment for WS purposes only to indicate that products are in conformity with WS requirements;
- g) endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- h) complies with the requirements of the Institute in making reference to its product Structural Plan Assessment for WS purposes in communication media such as documents, brochures or advertising;
- i) shall inform the Institute of all modifications to the approved product which must receive additional approval where such changes may affect the conformity with the requirements or the prescribed conditions for use of the product. This additional approval is given in the form of an addition to or an update of the original assessment;
- j) continues to fulfil the product requirements for the certified product, if the Structural Plan Assessment for WS purposes applies to on-going production;
- k) if he provides copies of the Structural Plan Assessment for WS purposes documents to others, the documents shall be reproduced in their entirety or as specified in the Structural Plan Assessment for WS purposes scheme
- l) complies with the requirements of the Institute or as specified by the Structural Plan Assessment for WS purposes scheme in making reference to his product Structural Plan Assessment for WS purposes in communication media such as documents, brochures or advertising;
- m) complies with any requirements that may be prescribed in the Structural Plan Assessment for WS purposes scheme relating to the use of marks of conformity, and on information related to the product;
- n) keeps a record of all complaints made known to him relating to compliance with Structural Plan Assessment for WS purposes requirements and makes these records available to the Structural Plan Assessment for WS purposes body when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for Structural Plan Assessment for WS purposes and documents the actions taken;
- o) pays the required total amount of fees regardless the outcome of the evaluation of his product.

10. Fees

The Institute requires the Customer to make a deposit of

EUR

payable to the IMCI account before assessment work is started. Alternatively a check may be sent with this Agreement. After completion of the entire assessment work the Customer will receive an invoice in view of this deposit.

11. Signatures

All agreements, whether oral or written, previously made by the parties related to Structural Plan Assessments for WS purposes are hereby terminated by mutual consent and this Agreement constitutes the entire Agreement and understanding between the parties.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

International Marine Certification Institute
Rue Abbé Cuypers 3
B-1040 BRUSSELS
BELGIUM

The Customer's authorised person

Name: Ulrich Heinemann

Name: _____

Title: CEO

Title: _____

Signature: _____

Signature: _____