

22. Component Certification as well as Engine Noise (outboard engines, PWC, stern drive engines with integral exhaust) and Exhaust Emissions Contract

22.1. General

This AGREEMENT is entered into this ____ day of _____, 20__ by and between the International Marine Certification Institute and/or the International Marine Certification Society (hereinafter the “CAB”) and the Watercraft Manufacturer (hereinafter the “Manufacturer”) as in the next paragraph.

22.2. Manufacturer’s Information

Name	
Address	
Name of Contact	
Telephone Number	
Telefax Number	
eMail address	
VAT Registered No.: (EU only)	

22.3. Inspector’s Information

Name	
Address	
Telephone Number	
Telefax Number	
eMail address	

22.4. Product Details

Please tick box(es) as appropriate:

- ☐ We apply for certification according to the EU Recreational Craft Directive 2013/53/EU.
☐ We apply for certification according to the UK Recreational Craft Regulation 2017 as amended.

Please tick one of the boxes:

- ☐ Valid for all models until Agreement is withdrawn by Manufacturer's written notice
☐ Valid for all models until model year _____ as shown on the certificate(s)
☐ Valid for model(s) listed below

Model Name(s)	Model Year

22.5. Remote Inspection (not for Exhaust Emissions Assessment)

In the event that due to “force majeure” (for example war, pandemic situations, safety reasons or to official travel restrictions) the physical inspection(s) of a product is necessary and the conduct is not possible due to certain circumstances “Remote Inspections” are possible using Information and Communication Technology (ICT) in order to optimize assessment effectiveness and efficiency, and to support and maintain the integrity of the assessment process.

Remote Inspection		Please answer
We agree to the Remote Inspection procedure	[Yes / No]	
We would like to use the following ICT system/provider	[name or brand]	
We are equipped with a camera, a headset and a stable internet connection	[Yes / No]	
Designated person having competency and ability to understand and utilize the ICT employed to achieve the desired results of the assessment	[first name, second name]	
We agree that in case of a cut or an interruption of the ICT connection the action or measurement in question has to be repeated and recorded again	[Yes / No]	
We identified the risks and opportunities that may impact the assessment effectiveness with the CAB-Inspector.	[Yes / No]	

22.6. Requirements for Manufacturer’s In-house Laboratory

22.6.1. Qualification of Laboratory

The Laboratory warrants and agrees that for the provision of all testing services provided under this Agreement it has provided evidence of qualification to the satisfaction of the CAB Managing Director or other designated CAB staff by successfully completing an audit in accordance with the latest version of the "Checklist In-house Laboratory enYYMMDD" conducted by the CAB.

22.6.2. Testing Services provided by Laboratory

Laboratory agrees to provide the following Testing Services:

- to conduct a product test of product(s) in order to determine whether such product is in compliance with the applicable requirements;
- to conduct the tests strictly according to the chosen standards;
- to prepare a report for each product of product tested by the Laboratory.

22.6.3. Qualification verification for Laboratory

To maintain necessary expertise in the CAB Certification Programme, the Laboratory agrees to test a minimum of three (3) products within three (3) years.

22.6.4. Alterations

The Laboratory is committed to inform CAB of any significant changes in its activities, organizational and/or corporate structure.

22.6.5. Laboratory and sub-contracting

Laboratory may sub-contract tests to another Laboratory only under following conditions:

- a) the Laboratory notifies IMCI about the sub-contracting;
- b) the sub-contracted Laboratory has a valid ISO/IEC17025 accreditation that does explicit includes the recognized standard(s) of the applicable test and/or calibration;
- c) the Laboratory is full responsible for the subcontractor's work;
- d) the scope and extend of the sub-contracting shall be covered by contract between the Laboratory and its sub-contractor;
- e) the Laboratory must keep a list of approved sub-contractors;
- f) results must be identified clearly in the test report issued by the Laboratory and the Laboratory must not seek to misrepresent its scope of accreditation or to represent sub-contracted data as having been generated in-house.

22.6.6. Re-testing.

Laboratory agrees that CAB shall have the right to observe the Laboratory in the performance of Testing Services under this Agreement. In the event that CAB determines that the Laboratory has failed to provide Testing Services in accordance with the Agreement, CAB may require the Laboratory to re-test any product previously tested by Laboratory to the satisfaction of CAB. The costs for re-testing are taken over by the Laboratory and not by the CAB.

22.6.7. Audit

22.6.7.1. Audit of Laboratory

Laboratory agrees that CAB shall have the right to audit Laboratory in the performance of Testing Services under this Agreement at least once every three (3) years depending on the outcome of the audit before. Laboratory will be informed before being audited and will receive an Audit Report after the audit.

22.6.7.2. Audit

CAB-Inspectors and CAB are regularly audited by their Notifying Authority. The Laboratory hereby gives an explicit consent that there are no objections to this being done during a CAB audit at its premises. The auditor of the Notifying Authority is hereby granted access if necessary.

22.7. Down Payment

The CAB requires the Manufacturer to make a down payment of

EUR or GBP

payable to the CAB account before assessment work is started. After completion of the entire assessment work the Manufacturer will receive an invoice in view of this down payment.

22.8. General Terms and Conditions

The Manufacturer hereby confirms that he has taken knowledge of the current General Terms and Conditions of the CAB, shown on the CAB's website, and that he fully agrees to them.

22.9. Signatures

All agreements, whether oral or written, previously made by the parties are hereby terminated by mutual consent and this Agreement constitute 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.

	Manufacturer (please complete this column)	International Marine Certification Institute	International Marine Certification Society
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Country		Belgium	England
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eMail		info@imci.org	info@imci-uk.org
WWW		www.imci.org	www.imci-uk.org
Name			
Signatures			
Stamp			