

22. IMCI Design & Construction Watercraft Assessment (Modules A1, B, G, PCA) as well as Noise Assessment (Watercraft with inboard engines or stern drive engines without integral exhaust) Agreement

22.1. General

This AGREEMENT is entered into this ___ day of _____, 20__ by and between IMCI 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. Watercraft details

Please tick one of the boxes as appropriate:

- Valid for all models until Agreement is withdrawn by Manufacturer's written notice (A1, B).
- Valid for all models until model year _____ as shown on the certificate(s) (A1, B).
- Valid for model(s) listed below (A1, B, G, PCA).

Model Name(s)	Model Year

22.5. Purpose

The purpose of this contract is to define the relationship between IMCI and the Manufacturer for the CE / UKCA certification of craft according to the RCD and/or RCR and its Modules A1, B, G or PCA. This contract covers also Noise Assessment for PWC, inboard engines or stern drive engines without integral exhaust and the regular updates of certificates in Modules A1 and B.

22.6. Methods of assessment

The decision as to whether assessment will be carried out by means of tests, equivalent calculations or controls will depend upon the availability of verified data concerning the dimensions, structure, construction and layout of the craft, its type and its size. This will be determined by the IMCI in consultation with the Manufacturer. The number of craft representing the production of the Manufacturer on which one or more tests, equivalent calculations or controls are undertaken will depend on the form of production, the intended production numbers and the production materials. This will be determined by the IMCI in consultation with the Manufacturer. For Modules B, G and PCA, at least one (1) physical inspection of a specimen of the product is required. It is IMCI's discretion to do a physical inspection also for module A1.

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 Manufacturer in accordance with the level of IMCI fees.

Where physical tests are undertaken, these will be carried out under the supervision of, but not by, an Inspector appointed specifically for the task by the IMCI. The cost of the supervision will be borne by the Manufacturer in accordance with the level of IMCI fees. All tests will be undertaken at a venue and at times mutually agreed between the Manufacturer and the IMCI. The Manufacturer may cancel the testing at any time up and until 24 hours prior to the programmed time without incurring any cancellation fee. A decision as to whether or not to proceed will be taken jointly by the Manufacturer and the IMCI based on weather forecasts 24 hours prior to the programmed testing. Subsequent to a decision to proceed if, for weather reasons or by cancellation by the Manufacturer, the testing/test does not go ahead then the Manufacturer will be charged all costs occurred to that point, if any.

In addition, with capsized recovery tests, the Manufacturer will be responsible for providing the test crew and a suitable manned powered support craft of not less than 5 metres Lh. With all other tests, a suitable dock/pon-toon etc. will be necessary and people to represent the crew.

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

22.6.1. Remote Inspection

In the event that one or more follow-up inspection(s) to the physical inspection(s) of a product is necessary and the conduction 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 IMCI Inspector.	[Yes / No]	

22.7. Post Construction Assessment (PCA)

In the case of PCA for recreational craft, if neither the original Manufacturer nor his Authorised Representative established within the Community and/or UK fulfils the responsibilities for the product's conformity to the RCD and/or RCR, these can be assumed by any natural or legal person established within the Community and/or UK who places the product on the market, and/or puts it into service, under his own responsibility, hereafter the "Manufacturer".

Attention is drawn to the responsibility and the legal aspects, having the owner, the importer, or the person placing the craft on the market or putting it into service in the EEA or UK, as applicable, to assume the role of the original Manufacturer and being identified as the responsible person in this context (not being the Authorised Manufacturer's Representative).

22.8. Non-disclosure Statement

As a routine course during Inspections, photographs may be taken by IMCI Inspector performing inspection(s).

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

As is our usual practice, these photographs or 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 Standards and/or Legislation. If IMCI is required by law to release confidential information to the competent authorities, the client concerned will be notified about the information provided.

22.9. Representations and Covenants

The Manufacturer represents, warrants, and covenants to IMCI that all information and specifications provided to IMCI, or its Inspectors, for purposes of obtaining or maintaining certification 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 before the change is made.

The Manufacturer 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 certification of any model certified pursuant to this Agreement, including without limitation, liability arising from breach of the warranty provided on top of this paragraph.

22.10. Maintaining and extending certificates

All certificates are valid for the model year(s) shown on the certificate. They must be updated when the production steps into the next model year as demonstrated by the WIN of the craft.

Should the standards applied have changed during the last model year, IMCI will ask for proof of compliance with the change, if necessary. The provision of such proof is a prerequisite for the issue of the successor certificate.

22.11. Suspending and withdrawing certificates

The Institute may suspend, withdraw or deny certification, when it deems that the client has not or is not meeting its responsibilities. The client may appeal before the Institute and its Advisory Board. The Appeal Form can be found on the IMCI website.

22.12. Complaints

The Institute requires the Manufacturer 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 certification;
- c) document the actions taken.

22.13. Manufacturer

The Institute requires that the Manufacturer:

- a) always complies with the relevant provisions of the certification programme;
- b) has not lodged his application with any other Notified Body;
- c) makes all necessary arrangements for the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and his subcontractors, investigation of complaints or the participation of observers (if applicable);
- d) makes claims regarding certification only in respect of the scope for which certification has been granted;
- e) does not use his product certification in such a manner as to bring the Institute into disrepute and does not make any statement regarding its product certification which the Institute may consider misleading or unauthorised;
- f) discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure upon suspension, withdrawal, or termination of certification;
- g) uses certification only to indicate that products are certified as being in conformity with specified standards;
- h) endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- i) complies with the requirements of the Institute in making reference to its product certification in communication media such as documents, brochures or advertising;
- j) 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 essential 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 certificate;
- k) fulfils the certification requirements, including implementing appropriate changes when they are communicated by the Institute;
- l) continues to fulfil the product requirements for the certified product, if the certification applies to ongoing production;
- m) if providing copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme
- n) complies with the requirements of the Institute or as specified by the certification scheme in making reference to his product certification in communication media such as documents, brochures or advertising;
- o) complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;
- p) keeps a record of all complaints made known to him relating to compliance with certification requirements and makes these records available to the certification 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 certification and documents the actions taken;
- q) is aware that the assessment of his product(s) is performed on the basic assumption that all parties involved (designer, builder/yard, manufacturer, design-owner, sub-contractor, owner, etc.) fulfil their individual obligations. The assessment is not performed in substitution of other parties' role or obligations. Nothing contained in IMCI services, certificate, report or document issued in connection with or pursuant to the requirements, shall relieve any designer, engineer, builder, manufacturer, yard, seller, owner, operator or other parties from any obligations or consequences of default whatsoever. In particular, compliance with the requirements does not imply acceptance or commissioning of a craft.

- r) ensures that if his company is part of a holding or other higher-level grouping of companies, he is authorised to carry out certification;
- s) pays the required total amount of fees regardless the outcome of the evaluation of his product;
- t) is aware that in the case of Remote Inspection, should any concerns arise regarding the quality of the procedure, the Remote Inspection can be aborted. In this case, an on-site inspection by the Inspector shall be carried out at a later stage.

22.14. Audit

IMCI-Inspectors and IMCI are regularly audited by their Notifying Authority. The Manufacturer hereby gives an explicit consent that he has no objection to this being done during an inspection of his product at his premises. The auditor of the Notifying Authority is hereby granted access if necessary.

22.15. Fees

The Institute demands fees for its services.

22.16. Terms of Payment

The services of IMCI, whether completed or not, involve, for the part carried out, the payment of fee upon receipt of the invoice and the reimbursement of the expenses incurred. Overdue amounts are increased after 30 days as of right by interest in accordance with the applicable legislation. All costs of collection agency, attorney and court shall be borne by the client.

22.17. Legal validity of certificates

Certificates remain invalid and are not published until the final payment is made.

22.18. Down payment

The Institute may require the Manufacturer to make a down payment of

EUR

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

22.19. 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.

for the Institute	for the Manufacturer
Print Name: _____	Print Name: _____
Check box: Belgium <input type="checkbox"/> United Kingdom <input type="checkbox"/>	Street, Town, Country, eMail _____
Signature: _____	Signature: _____
Stamp: _____	Stamp: _____