



IMCI Agreement with regard to World Sailing Plan Review Scheme

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 of the sailing craft type:	
Name of the sailing craft (only applicable to One-Off):	
Head of engineering:	
Type of application: Serial Production (SP) or One-Off (OF):	
Designer of the sailing craft:	
Design category:	
Righting arm GZ < 60° [m]	
Length of the hull (L _H) [m]	
Waterline length (L _{WL}) [m]	
Beam of the hull (B _H) [m]	
Waterline beam (B _{WL}) [m]	
Maximum draught (T _{max}) [m]	
Draught of the canoe body (T _c) [m]	
Loaded displacement mass (m _{LDC}) [kg]	
Mass of ballast keel [kg]	
Maximum declared speed of craft (v) [knots]	
Major Construction Material (e.g. glass, carbon, sandwich etc.)	

Type of application: new approval or modification	
Only in case of modification: plan approval number	
Only in case of modification, short description of the modification:	

4. Purpose

The purpose of this contract is to define the relationship between **IMCI** and the Customer for the World Sailing Plan Review Scheme, hereinafter “WS-PRS”.

5. Procedure of the Assessment

The WS-PRS is conducted according to the WS-PRS rules as of the date of this contract. The relevant valid documents are published by World Sailing and can be retrieved on their website: www.sailing.org.

In addition, IMCI can send the documents to the applicant by email at any time upon request.

The applicant shall submit all applicable documents as stated in the document “Procedure for Owners, Designers and/or Builders” in its last edition.

Based on the submitted documents, **IMCI** will undertake the review according to the WS-PRS as published in its latest edition. 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 the Customer agrees to treat all non-public information obtained during the WS-PRS process or other documentation as confidential and agrees not to release or discuss any such information with other parties unless for WS-PRS 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 for specific items required by WS-PRS and/or legislation.

7. Representations and Covenants

The Customer represents, warrants, and covenants to **IMCI** that all information and specifications provided to **IMCI** for purposes of obtaining the review according to WS-PRS shall be complete and accurate representation of the sailing craft being applied for. Any change in the sailing craft specifications will be notified to **IMCI** in writing.

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 WS-PRS purposes of any model reviewed 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 WR-PRS and to make these records available to **IMCI** when requested;
- b) take appropriate action with respect to such complaints and any deficiencies found in products (s) that affect compliance with the requirements of WS-PRS;
- c) document the actions taken.

9. Customer

The Institute requires that the Customer:

- a) always complies with the relevant provisions of the WS-PRS programme as published by World Sailing;
- b) has not lodged his application with any other Notified Body;
- c) provides all necessary documentation to conduct WR-PRS;
- d) makes claims regarding the review of the WS-PRS only in respect of the scope for which the review of the WS-PRS purposes has been granted;
- e) does not use the WS-PRS in such a manner as to bring the Institute into disrepute and does not make any statement regarding its WS-PRS purposes which the Institute may consider misleading or unauthorised;
- f) uses the WS-PRS only to indicate that products are in conformity with WS-PRS 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 **IMCI** in making reference to its product for WS-PRS purposes in communication media such as documents, brochures or advertising;
- i) shall inform **IMCI** of all modifications to the approved product which must be reviewed, then;
- j) if he provides copies of the documentation being submitted to **IMCI** for WS-PRS purposes to others, these documents shall be reproduced in their entirety or as specified in the WS-PRS;
- k) complies with any requirements that may be prescribed by World Sailing for the WS-PRS relating to the use of marks of conformity, and on information related to the product(s);
- l) keeps a record of all complaints made known to him relating to compliance with WS-PRS requirements and makes these records available to **IMCI** and World Sailing when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for the WS-PRS;
- m) shall report to World Sailing in case of structural or keel failure.
- n) pays the required total amount of fees regardless the outcome of the review according to WS-PRS of his product.

10. Fees

The Institute requires the Customer to make a deposit of

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 EUR

payable to the **IMCI** account before assessment work is started. After completion of the entire review for the WS-PRS 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 WR-PRS 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
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Name: _____

Name: _____

Title: _____

Title: _____

Signature: _____

Signature: _____