

**AUTHORIZATION AND AGREEMENT GOVERNING THE
APPROVAL OF PRODUCTS USE ON CANADIAN VESSELS**

[Date]

Signed on October 31st, 2024

Between

HIS MAJESTY THE KING IN RIGHT OF CANADA, as
represented by the Minister of Transport (“Transport Canada” or “Canada”)

and

FORCE Certification A/S, company duly incorporated under Danish
Law with cvr number 31617677, with its headquarters located at Park Alle 345,
2605 Broendby, Denmark represented by Niels Ovesen, its Managing Director
(“PCB”). Individually referred to as a “Party” and collectively referred to as the “Parties”.

1 Interpretation

- 1.1 This authorization pursuant to subsection 12(1) of the *Canada Shipping Act, 2001* (CSA 2001) and agreement pursuant to paragraph 10(1)(c) of the CSA 2001, hereinafter referred to as the “Agreement”
- 1.2 Nothing in this Agreement alters in any way the authority of the Minister under any federal act or regulation.
- 1.3 For the purposes of this Agreement, the term “Type Approval” means the procedures whereby a Product Certification Body verifies that a type of equipment or product meets the relevant regulatory requirements for approval by the Minister and the term “Type Approval Certificate” means the document issued by a Product Certification Body that certifies the type of equipment or product meets all regulatory requirements and is approved.
- 1.4 For the purposes of this Agreement, the term “Product Certification Body” has the means ascribed to it in the *Small Vessel Regulations*.
- 1.5 For the purposes of this Agreement, a “Service Supplier” is an organization or person that provides services on behalf of the PCB, such as measurements, tests or maintenance of equipment, the results of which are used in making decisions affecting certification.
- 1.6 For the purposes of this Agreement, the term “Manufacturer” is an organization or individual that produces a product that is subject to Type Approval.

2 Purpose

- 2.1 The purpose of the Agreement is to authorize the PCB to perform Type Approval activities, for the equipment that is required to be approved by the Minister found in each of the regulations specified in Schedule A.

3 General Conditions

- 3.1 The terms of this Agreement bind any wholly owned subsidiaries and affiliate companies of the PCB undertaking work covered by this Agreement.
- 3.2 The Minister has the right, pursuant to the CSA 2001, to suspend or cancel any Type Approval Certificate issued under this Agreement. In cases where the Minister suspends or cancels any Type Approval Certificate issued by the PCB under this Agreement, the Minister shall advise the PCB in due course.
- 3.3 The PCB shall provide services in either official language of Canada upon request.
- 3.4 In issuing Type Approval Certificates, the PCB shall apply all current and relevant regulations, policies, interpretations, standards and guidelines issued by the Minister and provided to the PCB in accordance with paragraph 7.1.

- 3.5 The PCB shall ensure that all persons assigned to undertake work covered by this Agreement possess the qualifications, training, and experience appropriate to carry out the work. The PCB shall ensure that all persons performing inspection or oversight functions under this Agreement are knowledgeable of the applicable Canadian laws, regulations, standards, Transport Canada policies, interpretations, and instructions related to the certification or oversight. The PCB shall also ensure that each such person has ready access to this information.
- 3.6 A Type Approval that is based on mutual recognition between the PCB and any organization with which Canada does not have an agreement with respect to Type Approval may only be issued:
 - 3.6.1 If the organization is a Service Supplier approved by the PCB; and,
 - 3.6.2 If the conditions of issuance of the Type Approval Certificate meet Canadian requirements.
- 3.7 A service provider providing services for the testing of life saving appliances and fire safety systems shall maintain accreditation in accordance with the ISO 17025:2017 standard within the appropriate scope.
- 3.8 The Minister may upon request review the qualifications for the use of any Service Supplier utilized under this Agreement.
- 3.9 The interpretation of the Minister on any technical aspect of regulations, standards, or audit shall be final.
- 3.10 The PCB shall maintain the accreditation of a Quality Management System (QMS) in accordance with the ISO 17065:2012 standard, as amended from time to time.
- 3.11 The PCB shall provide monitoring and oversight of Manufacturers in accordance with procedures acceptable to the Minister.
- 3.12 The PCB shall ensure that Manufacturers have a QMS in accordance with the ISO 9001:2015 standard, or equivalent.

4 Delegated Functions

- 4.1 Pursuant to paragraph 10(1)(c) of CSA 2001 and section 3 of this Agreement, Transport Canada and the PCB agree that the PCB may approve those documents, plans, arrangements, equipment, or other items requiring Ministerial or Administration approval:
 - 4.1.1 Pursuant to international conventions or standards or Canadian regulations as referenced in Schedule A where approval criteria specified by Transport Canada are met; and
 - 4.1.2 Pursuant to any other international conventions or standards or Canadian regulations that Transport Canada advises the PCB in writing are subject to this Agreement.
- 4.2 The PCB shall immediately notify Transport Canada when it finds itself unable to fulfill its responsibilities as set forth in this Agreement.

- 4.3 Section 216 of the CSA 2001 applies to the activities of a PCB when. The PCB shall keep confidential the particulars of any matter raised pursuant to that section and, as soon as possible thereafter, notify Transport Canada.
- 4.4 Where the provisions of an International Convention impose additional requirements over and above those of the CSA 2001 and regulations, the PCB may annotate the Type Approval Certificate indicating compliance with the additional requirement(s).
- 4.5 Where the PCB issues its own Type Approval Certificate for a particular product, item, or equipment, the PCB's approval and certificates issued by it may be used instead of Transport Canada's if the PCB has been granted approval authority for the product, item, or equipment.

5 Limitations

- 5.1 The PCB shall not perform Type Approval, as referenced in paragraph 2.1, unless the approved product is within the scope of accreditation of the PCB.
- 5.2 The PCB shall not deviate from the provisions listed in this Agreement.

6 Reporting

- 6.2 The PCB shall inform Transport Canada when a Type Approval Certificate is issued under the authority of this Agreement. The notification shall include, at a minimum, the certificate number, the Manufacturer name, the product name & model as well as the referenced standard(s).
- 6.3 The PCB shall maintain a publicly accessible listing of products approved. The listing shall include, at a minimum, the information listed in 6.1.
- 6.4 The PCB shall notify Transport Canada immediately upon becoming aware of a major non-conformity, deficiency or issue involving a Type Approval. The notification shall contain the name of the Manufacturer and the Type Approval Certificate number, if applicable, and a description of the major non-conformity, deficiency, or issue.

7 Information

- 7.2 Transport Canada shall provide the PCB with access to all legislation, regulations, policies, interpretations, standards, and guidelines issued by Transport Canada relevant to the PCB's work covered by this Agreement. Transport Canada shall make every effort to notify the PCB of amendments to these documents prior to their entry into force.
- 7.3 All documents, including correspondence, shall be written in either English or French, at the option of the Manufacturer or Transport Canada.
- 7.4 The PCB shall keep copies of all documents used for the issuance of Type Approvals for Ten (10) years or a period of time consistent with its quality management system, whichever is longer, and shall provide copies thereof to Transport Canada upon request.

- 7.5 The PCB shall maintain a computer-based reporting system that contains particulars of all audits, including the items and processes inspected or audited, any deficiencies, non-conformities found, the means by which such deficiencies or non-conformities were corrected, and the action required for follow up.
- 7.6 The PCB shall provide free and ready access to the computer-based reporting system that contains details of the audits. This access shall be provided at a minimum to Transport Canada and shall be available on a continuous basis (7 days a week, 24 hours a day) except during periods of essential planned maintenance, of which Transport Canada will be notified in advance.

8 Working Relationship and Supervision of the PCB

- 8.1 The PCB shall appoint a single point of contact who will be responsible for the overall co-ordination of delegation within the organization and to act as a common point of contact with Transport Canada.
- 8.2 The PCB shall provide Transport Canada with access to its operations and facilities necessary to oversee the PCB to ensure that it continues to comply with standards required by this Agreement. In particular, a representative from Transport Canada may accompany the PCB during any inspection or audit. In this situation, responsibility for the particular inspection or audit shall remain with the PCB.
- 8.3 The PCB shall provide to Transport Canada the audit report of verification pursuant to paragraph 3.10 of this Agreement. The PCB shall also provide evidence of certification of its QMS by an independent body of quality assurance auditors and shall upon request by Transport Canada, furnish copies of any internal or Accredited Certification Body (ACB) quality audit reports.
- 8.4 The PCB shall allow a representative of Transport Canada to accompany the ACB performing quality audits of the PCB.
- 8.5 The PCB will provide to Transport Canada the results of its internal and external audits of the operation of its offices that issue approvals on request.
- 8.6 Transport Canada shall monitor the PCB's work covered by this Agreement and may undertake evaluations/audits, at any time and for any reason Transport Canada deems appropriate. Such reasons may include, but are not limited to, the following:
 - 8.6.1 To follow up on findings from internal or external audits if necessary;
 - 8.6.2 In reaction to industry related incidents or adverse reports;
 - 8.6.3 If irregularities are noted in complying with Canadian requirements; and,
 - 8.6.4 If the PCB's own internal or external audits reveal significant adverse findings.

9 Other Conditions

9.1 Remuneration

- 9.1.1 Fees payable by the Manufacturer, for functions performed under this Agreement and for documents issued by the PCB, shall be the subject of contract between the Manufacturer and the PCB and shall not involve Transport Canada.
- 9.1.2 No fees shall be payable by Transport Canada to the PCB or by the PCB to Transport Canada for any services rendered or information provided pursuant to this Agreement.

9.2 Confidentiality

- 9.2.1 Subject to the [Access to Information Act](#), the [Privacy Act](#), legal proceedings or court order, Transport Canada shall maintain confidentiality in respect of all unpublished information or any matter expressly agreed to be of a confidential nature that is provided by the PCB under this Agreement. The PCB shall maintain confidentiality in respect of all unpublished information, or any matter expressly agreed to be of a confidential nature that is provided by Transport Canada under this Agreement. Should the PCB be required during legal proceedings or by court order to submit or file documents provided by Transport Canada which are confidential in nature, the PCB shall inform Transport Canada as soon as possible.
- 9.2.2 Upon express assurance of confidentiality, the PCB will provide Transport Canada with information that is otherwise not available to public or private parties. This information is only provided to Transport Canada due to the express assurance of confidentiality, and if such confidentiality is breached, this will serve as a basis for restricting further access by Transport Canada to the PCB's confidential and proprietary information. It is further expressly agreed that Transport Canada will promptly notify the PCB upon receipt of any request for the PCB's records.
- 9.2.3 Unless Transport Canada consents, the PCB, its officers, employees or agents agree to maintain as confidential and not to disclose any information derived from Transport Canada in connection with the services provided pursuant to this Agreement, except to the extent reasonably necessary to enable the PCB to carry out the terms of this Agreement. Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement provided that the following shall not be subject to such restrictions:
 - 9.2.3.1 Any information which was lawfully in the possession of the PCB prior to its disclosure to the PCB by Transport Canada;
 - 9.2.3.2 Any information which is or lawfully becomes part of the public domain;
 - 9.2.3.3 Any information which shall otherwise lawfully become available to the PCB from a source independent of Transport Canada.
- 9.2.4 Clause 9.2.3 shall not apply to obligations imposed by legal requirements and international conventions.

9.3 Liability

- 9.3.1 In this section, "Person" includes, without limitation, a person, the PCB, a third party, a corporation, or any other legal entity, and their officers, servants, employees or agents.
- 9.3.2 Canada, its officers, servants, employees or agents, is entitled to full compensation from the PCB if liability arising out of any incident that is imposed by a court of law on Canada for loss, destruction, or damage to property; or personal injury, including but not limited to, death, economic loss or infringement of rights; or any obligation to any Person, which is proved in that court of law to have been caused by breach of contract, a tort (including negligence), a willful act, omission, or otherwise of the PCB, its bodies, employees, agents or others who act on behalf of the PCB.
- 9.3.3 The PCB will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in a manner based upon or occasioned by an incident to the extent of any injury to any Person, including but not limited to, death, economic loss or infringement of rights, as decided by a court of law, up to but not exceeding an amount of five million US dollars.
- 9.3.4 The PCB will at all times indemnify and save harmless Canada, its officers, servants, employees or agents, from and against all actions, claims, demands, losses, costs, damages, suits or other proceedings, whether in contract, tort (including negligence) or otherwise, by whomsoever brought or prosecuted in a manner based upon or occasioned by an incident to the extent of any loss, destruction or damage to property, as decided by a court of law, up to but not exceeding an amount of two million five hundred thousand US dollars.

- 9.3.5 If Canada is summoned or is expected to be summoned to answer for such liability as mentioned above in paragraphs 9.3.2, 9.3.3, and 9.3.4, the PCB shall be informed without undue delay. Transport Canada shall, for information purposes, send all claims, documents and other relevant material to the PCB. The PCB shall be entitled to provide support and participate or assume control of the negotiation, settlement or defence of such claim, if the PCB, in its sole discretion, deems it necessary or appropriate. In the event the PCB assumes control of negotiation, settlement or defence of the claim, the PCB shall acknowledge that any liability as between the PCB and Transport Canada for such claim shall be that of the PCB and they shall reimburse Canada for all Transport Canada's out-of-pocket expenses as a result of such participation or assumption. If the PCB elects to assume such control, Transport Canada shall have the right to participate in the negotiation, settlement or defence of such claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by Transport Canada unless the PCB consents to the retention of such counsel or unless the named parties to any action or proceedings include both the PCB and Transport Canada and representation of both the PCB and Transport Canada by the same counsel would be inappropriate due to actual or potential differing interests between them (such as the availability of different defences). If the PCB, having elected to assume such control, thereafter, fails to defend the claim within a reasonable time, Transport Canada shall be entitled to assume such control and the PCB shall be bound by the results obtained by Transport Canada with respect to such claim.
- 9.3.6 Transport Canada shall not enter into conciliation, which involves acceptance of such liability as is mentioned in paragraphs 9.3.2, 9.3.3, and 9.3.4 without the consent of the PCB.

9.4 Conflict of Interest

- 9.4.1 It is agreed that no individual for whom the provisions of the Conflict of Interest and Post-Employment Code for Public Office Holders or the Conflict of Interest and Values and Ethics Code for the Public Service and Post-Employment Code for the Public Service apply, shall derive a direct benefit, financial or otherwise, from this Agreement unless that individual is in compliance with the applicable provisions. The PCB shall promptly inform Transport Canada should it be aware of any situation that could breach this section 9.4.1. The PCB shall endeavor to avoid undertaking activities that may result in such conflict of interest.

9.5 Governing Law, Settlement of Disputes

- 9.5.1 PCB will comply with all applicable laws and regulations including but not limited to Canadian laws and regulations and all requirements of the regulatory bodies having jurisdiction over the subject matter of this Agreement.
- 9.5.2 The Agreement shall be governed by and is to be interpreted in accordance with, the applicable Canadian federal laws and the laws in force in the Province of Ontario. The Parties attorn to the jurisdiction of the Courts of Ontario and all the courts competent to hear appeals from the Courts of Ontario.
- 9.5.3 In the event that Transport Canada and the PCB cannot settle a dispute arising in connection with this Agreement by private negotiations, Transport Canada and the PCB shall submit the dispute to binding arbitration pursuant to the [Commercial Arbitration Act, R.S.C., 1985, chapter 17 \(2nd Suppl.\)](#). The Party requesting the arbitration shall do so by written notice to the other Party. The costs of the arbitration and fees of the arbitrator(s) shall be borne equally by the Parties. The arbitration shall take place in a mutually agreed location in Canada before a single arbitrator to be chosen jointly by the Parties. If the Parties cannot agree on the choice of arbitrator within thirty (30) days of written notice to submit to arbitration, then the Parties shall each choose an arbitrator who in turn will select a third. In this case, the arbitration shall take place before the three (3) arbitrators. The parties may determine the procedure to be followed by the arbitrator(s) in conducting the proceedings or may request the arbitrator(s) to do so. The arbitrator(s) shall issue a written decision within thirty (30) days of completion of the hearing. The decision shall be binding upon the parties.
- 9.5.4 The Attorney General of Canada will accept service of any legal document on behalf of the Minister at Transport Canada, Legal Services, Tower "C" Place de Ville, 330 Sparks Street, 17th Floor, Ottawa, Ontario, K1A 0N5.
- 9.5.5 Pursuant to subsection 12(5) of the CSA 2001, in the performance of its activities under this Agreement, the PCB, its officers, employees, agents or others who were acting on behalf of the PCB pursuant to this Agreement are entitled to all the protection of law and the same defences and/or counterclaims as would be available to Transport Canada if the latter had conducted the activities in question.

9.6 Amendments

- 9.6.1 Amendments to this Agreement will become effective only after consultation and written Agreement between Transport Canada and the PCB. Approvals may be amended, added to, or removed from the Schedules to this Agreement by Transport Canada from time to time.

9.7 Termination

- 9.7.1 This Agreement may be terminated, in whole or in part, by either Party by giving the other Party six (6) months' written notice.

- 9.7.2 In the event of a failure to maintain the standards as required by this Agreement or upon a breach of any term or condition of this Agreement by one of the Parties, the other Party will notify the violating Party of its breach in writing to allow the notified Party the opportunity to remedy the breach within ninety (90) days, failing which the notifying Party has the right to terminate the Agreement, in whole or in part, immediately.
- 9.7.3 Upon termination, the PCB shall provide Transport Canada, within thirty (30) days, with all documentation and information that Transport Canada considers relevant to perform the activities under this Agreement that are terminated.

9.8 No Agency, Partnership and Joint Venture

- 9.8.1 No provision in the Agreement and no action by the Parties will establish or be deemed to establish a partnership, joint venture, principal-agent relationship or employer-employee relationship in any way or for any purpose whatsoever between Transport Canada and PCB or between Transport Canada and a third party.
- 9.8.2 PCB will not represent itself, including in any agreement with a third party, as a partner, employee or agent of Transport Canada.

9.9 No Authority to represent

- 9.9.1 Nothing in this Agreement is to be construed as authorizing any person, including a third party, to contract for or to incur any obligation on behalf of Transport Canada or to act as an agent for Transport Canada. PCB will take the necessary action to ensure that any Contract between PCB and any third party contains a provision to that effect.

9.10 Notice

- 9.10.1 Any notice under this Agreement must be in writing and must be delivered in person, or sent by mail, email, messenger or facsimile or other electronic method that provides a paper record of the text of the notice. It must be sent to the identified representative of the Parties at the following coordinates, unless otherwise specified by Transport Canada:

Transport Canada

Manager, National Marine Safety Program (AMSDS)
330 Sparks Street, Ottawa, Ontario
Canada, K1A 0N8
tc.marineta-atmaritime.tc@tc.gc.ca

PCB

Allan Laursen
Park Alle 345
2605 Brøndby
Denmark
Phone: +45 43250010
Email: alla@forcetechnology.com

9.10.2 Such notice shall be deemed to have been received in person, when delivered;

9.10.2.1 If sent by mail, email or facsimile, when receipt is acknowledged by the other Party;

9.10.2.2 If sent by messenger or registered mail when the receiving Party has signed the acknowledgment of reception.

9.10.3 If a Party changes its representative or the coordinates for that representative, it will advise the other Party as soon as possible.

10 Entry into Force and Revocation of Previous Agreements

This Agreement commences on the date it is signed by Transport Canada.

IN WITNESS WHEREOF the undersigned, duly authorized by the parties, have on the date indicated below signed this Agreement.

FORCE Certification A/S

HIS MAJESTY THE KING IN RIGHT OF CANADA

Niels Ovesen



2024.10.17 18:

06:36 +02'00'

Niels Ovesen, Managing Director
FORCE Certification A/S

Joanna Manger, Director General
Transport Canada
Marine Safety and Security

2024-10-17

Date

Date

SCHEDULE A

Types of life-saving appliances, Regulations and Policies Covered by this Agreement

1. This Agreement covers Type Approval, in accordance with [TP 14612 - Procedures for approval of life-saving appliances and fire safety systems, equipment and products](#), of the life-saving appliances listed in section 2 of this Schedule, for which FORCE Certification A/S is authorized to provide testing and certification per the scope of accreditation issued by its national accreditation body, and in accordance with
 - a) the following Regulations:
 - i. [Small Vessel Regulations](#)
 - ii. [Fishing Vessel Safety Regulations](#)
 - iii. [Large Fishing Vessel Inspection Regulations](#)
 - iv. [Life Saving Equipment Regulations](#)
 - v. [Vessel Construction and Equipment Regulations](#)
 - vi. [Vessel Fire Safety Regulations](#)
 - b) *The following Policies:*
 - i. *ANSI/CAN/UL-12402-4, Personal Flotation Devices - Part 4: Lifejackets, Performance Level 100 - Safety Requirements* as per [Tier I - Policy – Accepting lifejackets certified to UL12402-4 as equivalent to those certified to CAN/CGSB-65.7-M88 or CAN/CGSB 65.7-2007 CLASS 2 \(canada.ca\)](#)
 - ii. *ANSI/CAN/UL-12402-5: Personal Flotation Devices – Part 5: Buoyancy Aids (level 50) – Safety Requirements* as per [Acceptance of Level 70 Buoyancy Aids Certified to UL12402-5 as Personal Flotation Devices \(canada.ca\)](#)
2. The following types of life-saving appliances are covered by this agreement:
 - a) Lifejackets (SOLAS),
 - b) Lifejackets (non-SOLAS),
 - c) Personal flotation devices
 - d) Lifejacket and personal flotation device components
 - e) Immersion suits
 - f) Thermal protective aids
 - g) Marine anti-exposure work suits
 - h) Self-igniting lights
 - i) Personal locator lights
 - j) lifebuoys

NOTE: Authorizations under Schedule A include the review and approval of any plans, documents and booklets required to be approved under the relevant Conventions in addition to those mentioned above.