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**AUTHORIZATION AND AGREEMENT GOVERNING THE  
DELEGATION OF**

**STATUTORY FUNCTIONS FOR  
VESSELS REGISTERED IN CANADA**

**between**

**THE MINISTER OF TRANSPORT**

**and**

**[RECOGNIZED ORGANIZATION]**



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” is between the Minister of Transport, hereafter referred to as the “Minister”, and [RECOGNIZED ORGANIZATION], hereafter referred to as the “RO” regarding the authorization of the RO to perform inspections, audits and/or issue Canadian Maritime Documents (CMDs) on behalf of the Minister. This Agreement authorizes the RO to perform certain statutory functions on behalf of the Minister within and outside of the Delegated Statutory Inspection Program (DSIP).

## **1 Interpretation**

Nothing in this Agreement alters in any way the authority of the Minister under any federal act or regulation.

- 1.1 For the purposes of this Agreement, “inspection” includes “survey” as that term is commonly understood in the Marine industry.
- 1.2 For the purposes of this Agreement, the term “statutory” has the meaning commonly ascribed to it in International Maritime Organization (IMO) documents.
- 1.3 For the purposes of this Agreement, the term “Type Approval” has the meaning commonly ascribed to it in IMO documents.
- 1.4 For the purposes of this Agreement, a “service supplier” is an organization or person that provides services on behalf of the RO, such as measurements, tests or maintenance of equipment, the results of which are used in making decisions affecting certification.
- 1.5 For the purposes of this Agreement, documents, statements, or certificates of compliance include a document issued to indicate compliance with an international convention, code, or agreement that Canada has not ratified or a standard or guidelines not adopted into legislation.
- 1.6 For the purposes of clarity, an Accredited Certification Body (ACB) is an independent external certification body that will carry out audits and assessments of classification societies under the International Association of Classification Societies (IACS) Quality Management System Requirements (QMSR).
- 1.7 For the purposes of clarity, QMSR are the requirements that the RO’s quality management system must comply with to obtain the Quality Management System Certification Scheme (QSCS) certification from an ACB.

## **2 Purpose**

- 2.1 The first purpose of the Agreement is, with respect to Canadian vessels which are classed by the RO and enrolled in the Delegated Statutory Inspection Program (DSIP), to authorize the RO:
- (a) to perform inspections, and issue approvals, CMDs or other documents pursuant to CSA 2001 and its regulations or an international convention, code, or agreement that Canada has not ratified or a standard or guideline not adopted into legislation;
  - (b) to perform audits and issue certifications, pursuant to the International Safety Management (ISM) Code and the *Safety Management Regulations*; and
  - (c) to define the scope, terms, conditions and requirements of paragraph 2.1 (a) and (b).
- 2.2 The second purpose of the Agreement is, with respect to any Canadian vessel, to authorize the RO:
- (a) to issue Load Line Certificates pursuant to the Load Line Regulations, excluding Exemption Certificates;
  - (b) to issue documents or statements of compliance;
  - (c) to approve plans under section 119 of the CSA 2001;
  - (d) to approve service suppliers;
  - (e) to issue type approval certificates;
  - (f) to perform audits and issue certifications, pursuant to the International Safety Management (ISM) Code and the *Safety Management Regulations* and to perform audits and issue certifications pursuant to the revised *Safety Management Regulations* when they come into force;
  - (g) to calculate the tonnage of vessels pursuant to the *Vessel Registration and Tonnage Regulations* and to issue any certificates under those regulations on behalf of the Minister; and
  - (h) to define the scope, terms, conditions and requirements of the delegated authority to the RO.

### 3 General Conditions

- 3.1 The terms of this Agreement bind any wholly owned subsidiaries and affiliate companies of the RO undertaking work covered by this Agreement.
- 3.2 The RO may issue the specified CMDs referred to in the Schedule to this Agreement on behalf of the Minister and perform delegated functions provided that the RO remains in compliance with all the provisions of this Agreement.
- 3.3 The RO shall maintain an office or offices in Canada. The RO shall provide verification and certification services throughout the country and outside Canada. The RO shall comply with the IMO Resolution A.789(19) entitled Specifications on the Survey and Certification Functions of Recognized Organizations Acting on Behalf of the Administration adopted November 23, 1995, as amended from time to time. The RO shall provide services in either official language of Canada upon request.
- 3.4 The organization shall perform survey and certification functions of a statutory nature by the use of only exclusive surveyors and auditors, being persons solely employed by the RO or its affiliated companies, duly qualified, trained and authorized to execute all duties and activities incumbent upon their employer, within their level of work responsibility. While still remaining responsible for certification on behalf of the Canadian administration, the RO may use service suppliers approved and monitored by the RO to perform work leading to the issuance of the certification by the RO's exclusive surveyors. However, if the RO finds in exceptional and duly justified cases that its own exclusive surveyor is not available, the RO shall inform the Administration who may then agree that an exclusive surveyor of another Canadian RO may be used.
- 3.5 The Minister has the right pursuant to the CSA 2001 to suspend or cancel any CMD issued by the RO under this Agreement. This right is not extended to the RO. In cases where the Minister suspends or cancels any CMD issued by the RO under this Agreement, the Minister shall advise the RO in due course.
- 3.6 In inspecting vessels and their equipment, auditing processes and procedures or issuing CMDs and approvals on behalf of the Minister, the RO shall apply all relevant policies, interpretations, standards and guidelines issued by the Minister and provided to the RO in accordance with paragraph 10.1.
- 3.7 The RO shall ensure that all persons assigned to undertake work covered by this Agreement possess the qualifications, training, and experience the RO considers appropriate to carry out the work. The RO shall ensure that all persons performing inspection or audit functions under this Agreement are knowledgeable of the applicable Canadian laws, regulations, standards, Transport Canada policies, interpretations, and instructions related to the inspection or audit. The RO shall also ensure that each such person has ready access to this information.
- 3.8 A type approval, approval or certificate that is based on mutual recognition between the RO and any organization with which Canada

does not have an agreement with respect to type approval may only be issued:

- (a) if the organization is a service supplier approved by the RO;  
and
  - (b) if the conditions of issuance of the type approval, approval or certificate meet Canadian requirements.
- 3.9 The interpretation of the Minister on any technical aspect of an inspection or audit shall be final.
- 3.10 The RO shall maintain the accreditation of a Quality Management System (QMS) equivalent to the ISO 9001:2008 standard, as amended from time to time.
- 3.11 For those vessels referred to in paragraph 2.1 of this Agreement, the RO shall follow the processes and procedures set out in the Marine Safety Policy Manual for the DSIP (TP 13585) as, after consultation with the RO, it is amended from time to time.

## **4 Specific Conditions**

- 4.1 It is understood that the regulatory framework for Canadian vessels that are inspected by the RO is the RO's rules and applicable IACS unified requirements/interpretations, applicable IACS Procedural Requirements, Unified Requirements and, unless indicated otherwise by the Minister, Unified Interpretations, and international conventions/standards (such as SOLAS or MARPOL), plus a Canadian Supplement that specifies the requirements of Canadian regulations additional to those of the RO's rules and of the international conventions/standards.
- 4.2 The RO, in collaboration with the Minister, shall prepare the Canadian Supplement referred to in 4.1. The supplement will require regular revision to accommodate regulatory and other changes. The RO and Transport Canada will consult on these revisions at least annually.

## **5 Tonnage Measurement**

- 5.1 The Minister hereby appoints the RO as tonnage measurer under section 24 of the CSA 2001. The RO may calculate the tonnage of vessels pursuant to the *Vessel Registration and Tonnage Regulations* and issue any certificates under those regulations on behalf of the Minister.

## **6 Delegated Functions**

- 6.1 Pursuant to paragraph 10(1)(c) of CSA 2001 and section 4 of this Agreement, the Minister and the RO agree that the RO may approve:

- (a) Plans, calculations, and other documents required to demonstrate compliance, on behalf of the Minister pursuant to section 119 of the CSA 2001 to ensure the requirements of the regulations respecting design and construction are met;
  - (b) Pursuant to international conventions or standards or Canadian regulations as referenced in clause Schedule B, products, items, or equipment requiring Type Approval, approval or certification by the Minister for use or installation aboard a Canadian vessel where approval criteria specified by the Minister are met; and
  - (c) Pursuant to international conventions or standards or Canadian regulations, those documents, plans, arrangements, equipment, or other items requiring Ministerial or Administration approval referred to in Schedule B to this Agreement.
  - (d) Pursuant to any other international conventions or standards or Canadian regulations that the Minister advises the RO in writing is subject to this Agreement:
    - i. products, items, or equipment requiring type approval, approval or certification by the Minister for use or installation aboard a Canadian vessel where approval criteria specified by the Minister are met; and
    - ii. those documents, plans, arrangements, equipment, or other items requiring Ministerial or Administration approval.
- 6.2 Pursuant to section 12 of the CSA 2001, the Minister authorizes the RO to issue to vessels enrolled in DSIP all the CMDs and other documents referred to in Schedule A to this Agreement and to carry out initial, periodic, intermediate, interim, renewal or other inspections, audits, or approvals in relation to them using all the powers under subsection 211(4).
- 6.3 Pursuant to section 12 of the CSA 2001, the Minister authorizes the RO to issue to all Canadian vessels those CMDs and other documents that are marked with an asterisk in Schedule A to this Agreement and to carry out initial, periodic, intermediate, interim, renewal or other inspections, audits, or approvals in relation to them using all the powers under subsection 211 (4).
- 6.4 Upon execution of this Agreement, the Minister will issue the RO with an appropriate Certificate of Authorization pursuant to subsection 12(2) of the CSA 2001.
- 6.5 Documents issued by the RO shall be of a form approved by the Minister and in the official language of choice of the authorized representative of the vessel. However, Certificates or Documents/Statements of Compliance issued pursuant to international codes or conventions may be in a form the RO chooses so long as a unique identifier is included

indicating that it is issued on behalf of the Canadian Administration. These documents shall be in the official language of choice of the authorized representative of the vessel.

- 6.6 Surveyors of the RO shall sign all documents issued by the RO pursuant to this Agreement, including documents issued pursuant to surveys conducted on the RO's behalf.
- 6.7 The RO shall immediately notify the Minister when it finds itself unable to fulfill its responsibilities as set forth in this Agreement
- 6.8 If the RO does not issue or refuses to renew a CMD because a requirement of the regulations has not been met, the RO is responsible to deliver a report to a marine safety inspector pursuant to subsection 12(4) of the CSA 2001.
- 6.9 If the RO refuses to renew a CMD, the RO is responsible to give the applicant the applicable notice pursuant to section 20.3 of the CSA 2001 in the form specified by the Minister.
- 6.10 Authorizations for services outside the scope of the Schedules to this Agreement will be dealt with as mutually agreed upon, on a case-by-case basis.
- 6.11 Section 216 of the CSA 2001 applies to the activities of a RO surveyor when acting on behalf of the Minister. The RO surveyor shall keep confidential the particulars of any matter raised pursuant to that section and, as soon as possible thereafter, notify a marine safety inspector of them.
- 6.12 Where the provisions of an International Convention impose additional requirements over and above those of the CSA 2001 and regulations, the RO may annotate the CMD indicating compliance with the additional requirement(s).
- 6.13 Where there is an International Association of Classification Societies (IACS) interpretation of a provision in an International Convention, the IACS interpretation shall be applied provided that it is in compliance with Canadian regulations, standards, or policies. It is to be noted that the Marine Technical Review Board (MTRB) may decide to apply the IACS interpretation where an equivalent level of safety to the regulatory requirements can be demonstrated.
- 6.14 Where a vessel is subject to a detainable deficiency pursuant to the Port State Control Program, the RO may specify the conditions, measures, and supplementary equipment necessary to allow the vessel to proceed to a place for permanent repairs or rectification. The RO shall furnish the vessel with a signed statement indicating those conditions, measures, and equipment and any time limit that applies within which to make the repairs or rectification. A copy of the statement shall be forwarded to the Minister.
- 6.15 Where the RO issues its own Type Approval for a particular product, item, or equipment, the RO's approval and certificates issued by it may be used



instead of the Minister's if the RO has been granted approval authority for the product, item, or equipment under clause 6.1.

## **7 Limitations**

- 7.1 The RO is not authorized to issue documents pursuant to section 21 of the CSA 2001.
- 7.2 For the purposes of greater certainty, the following provisions of the CSA 2001 do not apply to the RO: sections 111, 114, 212, 217, 220, 221 and 222.
- 7.3 For the purposes of greater certainty, inspections, delegations, and approvals under the *Marine Occupational Safety and Health Regulations* do not form part of this Agreement.
- 7.4 For the purposes of clarity, it is understood that this Agreement does not cover anything under the International Ship and Port Facility Security (ISPS) Code or the Marine transportation Security Act and regulations made thereunder.

## **8 Exemptions**

- 8.1 The RO has no authority to allow any exemption from or equivalency to any requirement regarding the CMDs listed in Schedule A to this Agreement. Such exemptions or equivalencies can only be granted by the Marine Technical Review Board upon proper application pursuant to section 28 of the CSA 2001.

## **9 Reporting**

- 9.1 The RO shall notify the Minister immediately upon becoming aware of a situation involving a major deficiency or safety-related issue.
- 9.2 The RO shall notify the Minister immediately upon becoming aware of a situation aboard ship or within a company involving a major non-conformity, as defined in the Guidelines on Implementation of the ISM Code by Administrations, IMO Resolution A.913(22), as amended or replaced by the IMO from time to time.
- 9.3 The notification above shall contain the name of the company or vessel, the official number, if applicable, and a description of the major non-conformity, deficiency or issue.
- 9.4 The RO shall inform the Minister, as soon as possible of any dangerous occurrences, accident, machinery or structural breakdowns, or failures that they are aware of on a vessel that has enrolled in the DSIP.
- 9.5 The RO shall report to the Minister in writing the names and official numbers, if applicable, of any vessels removed from the RO's class for which the RO has performed any function delegated under this

Agreement on behalf of the Minister. The report shall contain a description of the reason (s) for removal from class, and this shall be made within thirty (30) days of the removal becoming effective.

## **10 Information**

- 10.1 The Minister shall provide the RO with access to all legislation, regulations, Notices to Inspectors, policies, interpretations, standards and guidelines issued by the Minister and Decisions of the MTRB relevant to the RO's work covered by this Agreement. The Minister shall make every effort to notify the RO of amendments to these documents prior to their entry into force.
- 10.2 The RO shall provide the Minister with one copy of its register books, classification rules, guidance notes, interpretations, instructions to surveyors and other information and any amendments thereof that is relevant to the delegation activities.
- 10.3 The information referred to in 10.1 or 10.2 may be provided in an electronic form or by way of Internet access.
- 10.4 All documents, including correspondence, shall be written in English or French, at the option of the ship owner, authorized representative, or the Minister.
- 10.5 The RO shall keep copies of all documents it issues or approves on behalf of the Minister for the longer of ten years or a period of time consistent with its quality assurance program and shall provide copies thereof to the Minister upon request.
- 10.6 Particulars of any CMD or endorsement issued pursuant to this Agreement shall be entered into Transport Canada's electronic database by the delegated organization in accordance with the Marine Safety Procedures Manual for the DSIP (TP 13585).
- 10.7 The RO shall maintain a computer based reporting system that contains particulars of all delegated inspections and 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.
- 10.8 The RO shall provide free and ready access to the computer based reporting system that contains details of the delegated inspections and audits. This access shall be provided at a minimum to the Headquarters and Regional offices of Marine Safety 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 the Minister will be notified in advance.

## **11 Working Relationship and Supervision of the RO**

- 11.1 The RO shall appoint a DSIP co-ordinator 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.
- 11.2 The RO shall provide the Minister with access to its operations and facilities necessary to oversee the RO to ensure that it continues to comply with standards required by this Agreement. In particular, the Minister may accompany the RO during any inspection or audit made pursuant to paragraph 3.2 of this Agreement. In this situation, responsibility for the particular inspection or audit shall remain with the RO.
- 11.3 In so far as they do not conflict with the terms of this Agreement, the RO shall comply with the "Minimum Standards for Recognized Organizations Acting on Behalf of the Administration", Appendix I to the IMO Assembly Resolution A.739(18), as amended from time to time.
- 11.4 The RO shall provide written results of verification audits pursuant to paragraph 3.10 of this Agreement. The RO shall also provide evidence of certification of its QMS by an independent body of quality assurance auditors and shall upon request by the Minister, furnish copies of any internal or external quality audit reports.
- 11.5 The Minister may participate in the development of the RO's class rules and the RO shall provide the Minister the opportunity to comment on any proposed changes to them.
- 11.6 The RO shall allow the Minister to participate in any training program provided or sponsored by the RO with respect to this Agreement.
- 11.7 The RO shall allow the Minister to accompany internal and external quality audits of the RO.
- 11.8 The RO will provide the results of its internal audits of the operation of its offices that issue CMDs and approvals on behalf of the Minister on request.
- 11.9 The RO will invite the Minister to observe all IACS Quality Management System Requirements (QSCS) external audits, including quality assurance and vertical contract audits performed by the RO's nominated Accredited Certification Body (ACB), undertaken of its operations that issue CMDs and approvals on behalf of the Minister and will make available to the Minister a copy of any resulting non-conformities or observations received and an action plan to address them, when developed.
- 11.10 The Minister shall monitor the RO's work covered by this Agreement and may undertake audits, at any time and for any reason the Minister deems appropriate. Such reasons may include, but are not limited to, the following:
  - (a) To follow up on findings from internal or external audits if necessary;
  - (b) In reaction to industry related incidents or adverse reports;
  - (c) If irregularities are noted in complying with Canadian requirements;
  - (d) If flag state or overseas port state control inspections report adversely on the RO's involvement on board; and

- (e) If the RO's own internal or external audits reveal significant adverse findings.
- 11.11 Where the Minister becomes aware of deficiencies aboard a vessel, which has been issued a CMD by the RO, and the Minister notifies the RO thereof, the RO shall inspect the vessel and ensure that the deficiencies are rectified.

## 12 Other Conditions

### *Remuneration*

- 12.1 Fees payable by the owner of a vessel, for functions performed under this Agreement and for documents issued by the RO on behalf of the Minister, shall be the subject of contract between the authorized representative of the vessel and the RO and shall not involve the Minister.
- 12.2 No fees shall be payable by the Minister to the RO or by the RO to the Minister for any services rendered or information provided pursuant to this Agreement.

### *Confidentiality*

- 12.3 Subject to the *Access to Information Act*, the *Privacy Act* or court order, the Minister 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 RO under this Agreement. The RO 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 Minister under this Agreement. Should the RO be required in the course of legal proceedings or by court order to submit or file documents provided by the Minister which are confidential in nature, the RO shall inform the Minister as soon as possible.
- 12.4 Upon express assurance of confidentiality, the RO will provide the Minister with information that is otherwise not available to public or private parties. This information is only provided to the Minister due to the express assurance of confidentiality, and in the event that such confidentiality is breached, this will serve as a basis for restricting further access by the Minister to the RO's confidential and proprietary information. It is further expressly agreed that the Minister will promptly notify the RO upon receipt of any request for the RO's records.
- 12.5 Unless the Minister consents, the RO, its officers, employees or agents agree to maintain as confidential and not to disclose any information derived from the Minister in connection with the services provided pursuant to this Agreement, except to the extent reasonably necessary to enable the RO 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:

- (a) Any information which was in the possession of the RO prior to its disclosure to the RO by the Minister;
- (b) Any information which is or lawfully becomes part of the public domain; or
- (c) Any information which shall otherwise lawfully become available to the RO from a source independent of the Minister.

12.6 Clause 12.5 shall not apply to:

- (a) Obligations the RO has towards the administrations of Flag States and other international organizations;
- (b) Obligations imposed by legal requirements and international conventions; and
- (c) Direct access to ship's class-relevant data via SIRENAC and EQUASIS.

### *Liability*

12.7 The Minister is entitled to full compensation from the RO if liability arising out of any incident that is finally and definitively imposed by a court of law on the Minister for loss or damage to property or personal injury or death which is proved in that court of law to have been caused by a wilful act or omission of the RO, its bodies, employees, agents or others who act on behalf of the RO.

12.8 The Minister shall be entitled to indemnification from the RO arising out of an incident to the extent of personal injury or death caused by the RO, as decided by a court of law, up to but not exceeding an amount of USD 5 million (five million US dollars) if the liability that is finally and definitely imposed by that court on the Minister for the personal injury or death is proved in that court to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO.

12.9 The Minister shall be entitled to indemnification from the RO arising out of an incident to the extent of loss or damage to property caused by the RO, as decided by a court of law, up to but not exceeding an amount of USD 2.5 million (two million five hundred thousand US dollars) if the liability that is finally and definitely imposed by that court on the Minister for the said loss or damage is proved in that court to have been caused by any negligent or reckless act or omission of the RO, its employees, agents or others who act on behalf of the RO.

12.10 If the Minister is summoned or is expected to be summoned to answer for such liability as mentioned above in paragraphs 12.7, 12.8, and 12.9, the RO shall be informed without undue delay. The Minister shall, for information purposes, send all claims, documents and other relevant material to the RO. The RO shall be entitled to provide support and participate or assume control of the negotiation, settlement or defence of

such claim, if the RO, in its sole discretion, deems it necessary or appropriate. In the event the RO assumes control of negotiation, settlement or defence of the claim, the RO shall acknowledge that any liability as between the RO and the Minister for such claim

shall be that of the RO and reimburse the Minister for all of the Minister's out-of-pocket expenses as a result of such participation or assumption. If the RO elects to assume such control, the Minister 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 the Minister unless the RO consents to the retention of such counsel or unless the named parties to any action or proceedings include both the RO and the Minister and representation of both the RO and the Minister 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 RO, having elected to assume such control, thereafter fails to defend the claim within a reasonable time, the Minister shall be entitled to assume such control and the RO shall be bound by the results obtained by the Minister with respect to such claim.

- 12.11 The Minister shall not enter into conciliation, which involves acceptance of such liability as is mentioned in paragraphs 12.6, 12.7, and 12.8 without the consent of the RO.
- 12.12 While acting for the Minister under this Agreement, the RO shall be free to create contracts directly with its clients and such contracts may contain the RO's normal contractual conditions for limiting its legal liability.

#### *Conflict of Interest*

- 12.13 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 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 RO shall endeavour to avoid undertaking activities that may result in such conflict of interest.

#### *Governing Law, Settlement of Disputes*

- 12.14 The Agreement shall be governed by and construed in accordance with Canadian law.
- 12.15 In the event that the Minister and the RO cannot settle a dispute arising in connection with this Agreement by private negotiations, the Minister and the RO shall submit the dispute to binding arbitration pursuant to the *Commercial Arbitration Act*, R.S., 1985, chapter 17 (2<sup>nd</sup> 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.

- 12.16 The RO shall have a person resident within Canada and designated in accordance with paragraph 11.1 of this Agreement who will accept service of legal documentation on behalf of the RO. 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.
- 12.17 Pursuant to subsection 12(5) of the CSA 2001, in the performance of its activities under this Agreement the RO, its officers, employees, agents or others who were acting on behalf of the RO pursuant to this Agreement are entitled to all the protection of law and the same defences and/or counterclaims as would be available to the Minister if the latter had conducted the activities in question.

#### *Amendments*

- 12.18 Amendments to this Agreement will become effective only after consultation and written Agreement between the Minister and the RO. Approvals and CMDs may be amended, added to, or removed from the Schedules to this Agreement by the Minister from time to time.

#### *Termination*

- 12.19 This Agreement may be terminated, in whole or in part, by either party by giving the other party 12 months written notice.
- 12.20 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 90 days, failing which the notifying party has the right to terminate the Agreement, in whole or in part, immediately.
- 12.21 Upon termination, the RO shall provide the Minister, within thirty (30) days, with all documentation and information that the Minister considers relevant to perform the activities under this Agreement that are terminated.

## **13 Entry into Force and Revocation of Previous Agreements**

- 13.1 This Agreement commences on the date it is signed on behalf of the Minister.
- 13.2 The agreement between the RO and the Minister (on behalf of the Crown) respecting the Delegation of Statutory Certification Functions for Vessels Registered in Canada with respect to the

*Delegated Statutory Inspection Programme* dated \_\_\_\_\_ is hereby revoked.

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

\_\_\_\_\_

Name:

\_\_\_\_\_

Donald Roussel

Title:

Transport Canada Marine Safety

\_\_\_\_\_

Date

\_\_\_\_\_

Date



**AUTHORIZATION AND AGREEMENT GOVERNING THE DELEGATION OF  
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**SCHEDULE A  
(Clause 6.2)**

**Canadian Maritime Documents or Documents/Statements/Letters of Compliance  
Covered by this Agreement**

Name of Document	Transport Canada Form Number	
International Load Line Certificate (1966/88)	85-0047	*
Great Lakes and Inland Waters of Canada Load Line Certificate	85-0066	*
Passenger Ship Safety Certificate	85-0067	
Local Load Line Certificate	85-0071	*
Report on Load Line Survey	85-0123	*
Cargo Ship Safety Equipment Certificate	85-0136	
Record Of Safety Equipment For A Vessel Operating On Non-Convention Voyages	85-0138	
Cargo Ship Safety Construction Certificate	85-0145	
Canadian Oil Pollution Prevention Certificate	85-0324	*
Form A – Supplement To The Canadian Oil Pollution Prevention Certificate	85-0324A	*
SIC 42 – Form B – Supplement To The Canadian Oil Pollution Prevention Certificate	85-0324B	*
International Oil Pollution Prevention Certificate	85-0325	*
Form A – Supplement To The International Oil Pollution Prevention Certificate	85-0325A	*
Form B – Supplement To The International Oil Pollution Prevention Certificate	85-0325B	*
Mobile Offshore Drilling Unit <sup>1</sup>	85-0328	
Form E - Record Of Equipment For The Cargo Ship Safety Equipment Certificate	85-0370	
International Pollution Prevention Certificate For The Carriage Of Noxious Liquid Substances In Bulk	85-0380	*
Canadian Pollution Prevention Certificate For The Carriage Of Noxious Liquid Substances	85-0381	*

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<sup>1</sup> Note: The RO shall contact Transport Canada Marine Safety prior to issuing the Mobile Offshore Drilling Unit Certificate to ensure that the proper forms are used and regulatory requirements are adhered to.

**SCHEDULE A Continued**  
**(Clause 6.2)**  
**Canadian Maritime Documents or Documents/Statements/Letters of Compliance**  
**Covered by this Agreement**

Name of Document	Transport Canada Form Number	
International Certificate Of Fitness For The Carriage Of Dangerous Chemicals In Bulk	85-0383	*
Attachment 'A' To The International Certificate Of Fitness For The Carriage Of Dangerous Chemicals In Bulk	85-0383A	*
Certificate of Fitness for the Carriage of Dangerous Chemicals in Bulk.	85-0384	*
Attachment 'A' To The Certificate Of Fitness For The Carriage Of Dangerous Chemicals In Bulk	85-0384A	*
Form P - Record Of Equipment For The Passenger Ship Safety Certificate	85-0385	
International Tonnage Certificate <sup>2</sup>	85-0391	*
Document Of Compliance (SOLAS) (ISM)	85-0398	*
Interim Document Of Compliance (SOLAS) (ISM)	85-0399	*
Interim Safety Management Certificate (ISM)	85-0400	*
Safety Management Certificate (ISM)	85-0401	*
Documents of Compliance – Special Requirements for Ships Carrying Dangerous Goods	85-0408	*
Statutory Inspection Report of the Hull, Machinery and Anchoring Equipment of a Canadian Registered Cargo or Passenger Vessel	85-0426	
Inspection Certificate For A Passenger Vessel To Which The Safety Convention Does Not Apply And That Exceeds 15 Tons Gross Tonnage Or Carries More Than 12 Passengers	85-0431	
Inspection Certificate For A Vessel Exceeding 150 Tons Gross Tonnage Plying As A Non-Passenger Vessel	85-0432	
Inspection Certificate For A Vessel Exceeding 15 Tons Gross Tonnage But Not Exceeding 150 Tons Gross Tonnage Plying As A Non-Passenger Vessel	85-0433	
International Sewage Pollution Prevention Certificate	85-0436	*

**AUTHORIZATION AND AGREEMENT GOVERNING THE DELEGATION OF STATUTORY FUNCTIONS FOR VESSELS REGISTERED IN CANADA**

<sup>2</sup> Please note that for Canadian vessels that are not subject to the International Convention on Tonnage Measurement of Ships, 1969, no certificate is required. However, the tonnage of such vessels must be calculated in accordance with the requirements of the Vessel Registration and Tonnage Regulations.

**SCHEDULE A Continued**  
**(Clause 6.2)**  
**Canadian Maritime Documents or Documents/Statements/Letters of Compliance**  
**Covered by this Agreement**

Form T2(U) – Certificate of Test and thorough Examination of Derricks Used in Union Purpose	85-0437	
Cargo Ship Safety Certificate	85-0439	
Record of Equipment for the Cargo Ship Safety Certificate (Form C)	85-0440	
International Air Pollution Prevention Certificate	85-0441	*
Supplement to the International Air Pollution Prevention Certificate (IAPP)	85-0442	*
Register of Lifting Appliances and Cargo Handling Gear	85-0444	*
Form T2 – Certificate of Test and Thorough Examination of Lifting Appliances	85-0445	
Form T3 – Certificate of Test and Thorough Examination of Annual Thorough Examination of Loose Gear and Main Accessory Gear	85-0446	
Form T4 – Certificate of Test and Thorough Examination of Wire Rope Before Being Taken into Use	85-0447	
International Anti-fouling System Certificate	85-0448	*
Record of Anti-fouling Systems	85-0448	*
Additional Vessel Limitations – Appendix to forms 85-0431, 85-0432 and 85-0433	85-0453	
Domestic Document of Compliance	85-0464	*
Domestic Safety Management Certificate	85-0465	*
Interim Domestic Document of Compliance	85-0466	*
Interim Domestic Safety Management Certificate	85-0467	*
Canadian Air Pollution Prevention Certificate	85-0477	*
Supplement to the Canadian Air Pollution Prevention Certificate	85-0478	*
Letters of Compliance for a non-self-propelled oil barge		*
Letters of Compliance for Barges that Carry Oil in Bulk		*

**NOTE:** Pursuant to clause 6.5, the RO may choose a form other than the Transport Canada form for Certificates or Documents/Statements/Letters of Compliance issued pursuant to international codes or conventions.

**NOTE:** All certificates or documents/statements/letters of compliance marked with an asterisk may be issued to any Canadian vessel. Those certificates or documents/statements/letters of compliance that are not marked may only be issued to vessels registered in DSIP.

**AUTHORIZATION AND AGREEMENT GOVERNING THE DELEGATION OF  
STATUTORY FUNCTIONS FOR VESSELS REGISTERED IN CANADA  
SCHEDULE B  
(Subclause 6.1)**

**Approvals Covered by this Agreement**

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

1. Authorizations under the *Cargo, Fumigation and Tackle Regulations*:
  - i) Approval of Cargo Securing Manual under section 105(2);
  - ii) Approval of the method of providing comprehensive information pursuant to Regulation 6.1 of Part B of Chapter VI of SOLAS under section 108 (2) and (3);
  - iii) Approval of Loading Guidance Manual under section 109 (6);
  - iv) Approval of Grain Loading Manual and Issuance of Document of Authorization under section 124; and
  - v) Approval of Cargo Securing Manual under section 148(2).
  
2. Authorizations under the International Code for Application of Fire Test Procedures (FTP) and the proposed *Fire Safety Regulations* when they come into force:
  - i) Subject to the provisions of *Approval Procedures for Life Saving Equipment and Structural Fire Protection Products* (TP 14612), type approval of equipment and approvals of products, items or equipment pursuant to the FTP code and the latest applicable IMO resolutions and the proposed *Fire Safety Regulations* when they come into force.
  
3. Authorizations under the *Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals*:
  - i) Type approval of equipment and approval of equipment regulated under the *Regulations for the Prevention of Pollution from Ships and for Dangerous Chemicals*.
  
4. Authorizations under the *Life Saving Equipment Regulations* and the proposed *Life Saving Appliances Regulations* when they come into force:
  - i) Subject to the provisions of *Approval Procedures for Life Saving Equipment and Structural Fire Protection Products* (TP 14612), type approval of equipment and approval of equipment regulated under the *Life Saving Equipment Regulations* and the proposed *Life Saving Appliances Regulations* when they come into force.
  
5. Authorizations under the *Ballast Water Control and Management Regulations*:
  - i) Approval of Ballast Water Management Plan.
  
6. Authorizations under the *Load Line Regulations*:
  - i) Approval of any stability information required pursuant to the Load Line Regulations.
  
7. Authorizations under the *Regulations for the Prevention of Pollution from Ships and Dangerous Chemicals*:

- i) Approval of Volatile Organic Compounds Management Plan;
- ii) Approval of Shipboard Oil Pollution Emergency Plan;
- iii) Approval of Shipboard Marine Pollution Prevention Plan;
- iv) Approval of Procedures and Arrangements Manual;
- v) Approval of Oil Discharge Monitoring and Control System;
- vi) Approval of Oil Discharge Monitoring and Control Operational Manual;
- vii) Approval of Crude Oil Washing System; and
- viii) Approval of Crude Oil Washing Operation and Equipment Manual.