



Rules for the certification of marine equipment in accordance with The United Kingdom Merchant Shipping Regulations 2016/1025 , As amended

GENERAL CONDITIONS

Definitions:

"Rules" in these General Conditions means the documents below issued by the Society:

Rules for the Classification of Ships or other special units;
Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations;
Guides to carry out particular activities connected with Services;
Any other technical document, as for example rule variations or interpretations.

"Services" means the activities described in Article 1 below, rendered by the Society upon request made by or on behalf of the Interested Party.

"Society" or "RINA" means RINA UK Ltd. and/or all the companies in the RINA Group which provide the Services.

"Surveyor" means technical staff acting on behalf of the Society in performing the Services.

"Interested Party" means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner and his representatives, the ship builder, the engine builder or the supplier of parts to be tested) who requests the Services or on whose behalf the Services are requested.

"Owner" means the registered Owner, the ship Owner, the manager or any other party with the responsibility, legally or contractually, to keep the ship seaworthy or in service, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules for the Classification of Ships or in the corresponding rules indicated in the specific Rules.

"Administration" means the Government of the State whose flag the Ship is entitled to fly or under whose authority the Ship is authorised to operate in the specific case.

"Ship" means ships, boats, craft and other special units, as for example offshore structures, floating units and underwater craft.

Article 1

1.1. The purpose of the Society is, among others, the classification and certification of ships and the certification of their parts and components.

The Society:

sets forth and develops Rules;

publishes the Register of Ships;

issues certificates, statements and reports based on its plan approval and survey activities.

1.2. The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.

1.3. – The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which are regulated by these general conditions, unless expressly excluded in the particular contract.

Article 2

2.1. The Rules developed by the Society reflect the level of its technical knowledge at the time they are published. Therefore, the Society, though committed, also through its research and development services, to continuous updating, does not guarantee they meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.

2.2. The Interested Party is required to know the Rules on the basis of which the Services are provided. With particular reference to Classification Services, special attention is to be given to the Rules concerning class suspension, withdrawal and reinstatement. In case of doubt or inaccuracy, the Interested Party is to promptly contact the Society for clarification.

The Rules for Classification of Ships are published on the Society's website: www.rina.org.

2.3. The Society exercises due care and skill:

in the selection of its Surveyors

in the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.

2.4. Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing. Unless otherwise are conducted through sampling techniques and do not consist of comprehensive verification or monitoring of the Ship or of the items subject to certification. The surveys and checks made by the Society on board ship do not necessarily require the constant and continuous presence of the Surveyor. Laboratory testing, underwater inspection and other checks carried out by and under

the responsibility of qualified service suppliers. Survey practices and procedures are selected by the Society based on its experience and knowledge and according to generally accepted technical standards in the sector.

Article 3

3.1. The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame).

The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.

3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly authorised bodies and for no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties on the basis of the statements or information given by the Society. The validity, application, meaning and interpretation of a Certificate of Classification, or any other document or information issued by the Society in connection with its Services, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.

3.3. The classification of a Ship, or the issuance of a certificate or other document connected with classification or certification and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness, structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

3.4. Any document issued by the Society in relation to its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.

3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.

These documents and activities do not relieve such parties from any fulfilment, warranty, responsibility, duty or obligation (also of a contractual nature) expressed or implied or in any case incumbent on them, nor do they confer on such parties any right, claim or cause of action against the Society. With particular regard to the duties of the ship Owner, the Services undertaken by the Society do not relieve the Owner of his duty to ensure proper maintenance of the Ship and ensure seaworthiness at all times. Likewise, the Rules, surveys performed, reports, certificates and other documents issued by the Society are intended neither to guarantee the buyers of the Ship, its components or any other surveyed or certified item, nor to relieve the seller of the duties arising out of the law or the contract, regarding the quality, commercial value or characteristics of the item which is the subject of transaction.

In no case, therefore, shall the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with matters not covered by its Rules or other documents.

In consideration of the above, the Interested Party undertakes to relieve and hold harmless the Society from any third party claim, as well as from any liability in relation to the latter concerning the Services rendered.

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties with respect to the services rendered by the Society are described in the Rules applicable to the specific Service rendered.

Article 4

4.1. – Any request for the Society's Services shall be submitted in writing and signed by or on behalf of the Interested Party. Such a request will be considered irrevocable as soon as received by the Society and shall entail acceptance by the applicant of all relevant requirements of the Rules, including these General Conditions. Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is entered into, which is regulated by the present General Conditions.

4.2. – In consideration of the Services rendered by the Society, the Interested Party and the person requesting the service shall be jointly liable for the payment of the relevant fees, even if the service is not concluded for any cause not pertaining to the Society. In the latter case, the Society shall not be held liable for non-fulfilment or partial fulfilment of the Services requested. In the event of late payment, interest at the legal current rate increased by 2% may be demanded.

4.3. The contract for the classification of a Ship or for other Services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30 days' notice to be given in writing. Failure to pay, even in part, the fees due for Services carried out by the Society will entitle the Society to immediately terminate the contract and suspend the Services.

For every termination of the contract, the fees for the activities performed until the time of the termination shall be owed to the Society as well as the expenses incurred in view of activities already programmed; this is without prejudice to the right to compensation due to the Society as a consequence of the termination.

With particular reference to Ship classification and certification, unless decided otherwise by the Society, termination of the contract implies that the assignment of class to a Ship is withheld or, if already assigned, that it is suspended or withdrawn; any statutory certificates issued by the Society will be withdrawn in those cases where provided for by agreements between the Society and the flag State.

Article 5

5.1. In providing the Services, as well as other correlated information or advice, the Society, its Surveyors, servants or agents operate with due diligence for the proper execution of the activity. However, considering the nature of the activities performed (see art. 2.4), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed. Therefore, except as provided for in paragraph 5.2 and 5.3 below, and also in the case of activities carried out by delegation of Governments, neither the Society nor any of its Surveyors will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, derived from carrying out the Services.

5.2. – Notwithstanding the provisions in paragraph 5.1 above, should any user of the Society's Services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its Surveyors, servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fees charged for the specific services, information or opinions from which the loss or damage derives or, if no fee has been charged, a maximum of one hundred thousand Euro. Where the fees charged are related to a number of Services, the amount of the fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of the Service from which the damage or loss derives. Any liability for indirect or consequential loss, damage or expense is specifically excluded. In any case, irrespective of the amount of the fees charged, the maximum damages payable by the Society will not be more than one million Euro. Payment of compensation under this paragraph will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in paragraph 5.1 above.

5.3. The limitations of liability set forth in paragraphs 5.1 and 5.2 above shall not apply to claims for death or personal injury or property damage caused by negligence or breach of contract by the Society, derived from carrying out the Services.

5.4. Except those matters referred to in paragraph 5.3 above, any claim for loss or damage of whatever nature by virtue of the provisions set forth herein shall be made to the Society in writing, within the shorter of the following periods: THREE MONTHS from the date on which the Services were performed or THREE MONTHS from the date on which the damage was discovered. Failure to comply with the above deadline will constitute an absolute bar to the pursuit of such a claim against the Society.

Article 6

6.1. Any dispute arising from or in connection with the Rules or with the Services of the Society, including any issues concerning responsibility, liability or limitations of liability of the Society, shall be governed, construed and shall take effect in accordance with the laws of England and Wales, and all disputes arising shall be subject to the exclusive jurisdiction of the Courts of England and Wales to which Interested Party and the Society irrevocably submit.

6.2. However, for disputes concerning non-payment of the fees and/or expenses due to the Society for services, the Society shall have the right to submit any claim to the jurisdiction of the Courts of the place where the registered or operating office of the applicant who requested the Service is located.

6.3. In the case of actions taken against the Society by a third party before a public Court, the Society shall also have the right to summon the Interested Party or the subject who requested the Service in order to be relieved and held harmless according to art. 3.5 above.

Article 7

7.1. All plans, specifications, documents and information provided by, issued by, or made known to the Society, in connection with the performance of its Services, will be treated as confidential and will not be made available to any other party other than the Owner without authorisation of the Interested Party, except as provided for or required by any applicable international, European or domestic legislation, Charter or other IACS resolutions, or order from a competent authority. Status and validity of certificates, including transfers, changes, suspensions, withdrawals of class, recommendations/conditions of class, operating conditions or restrictions issued against marine equipment and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party. Information about the status and validity of other certificates and statements may also be published on the website or released by other means, without the prior consent of the Interested Party.

7.2. Notwithstanding the general duty of confidentiality owed by the Society to its clients in clause 7.1 above, the Society's clients hereby accept that the Society will participate in the IACS Early Warning System which requires each Classification Society to provide other involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and used to facilitate the proper working of the IACS Early Warning System. The Society will provide its clients with written details of such information sent to the involved Classification Societies.

7.3. In the event of transfer, addition or withdrawal from a double/dual certificate, the Interested Party undertakes to provide or to permit the approved body to provide the other Approved Bodies with all building plans and drawings, certificates, documents and information relevant to the certified unit, including its history file, as the other approved body may require for the purpose of certification in compliance with the applicable legislation and Procedure. It is the Owner's duty to ensure that, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.

In the event that the ownership of the ship, product or system subject to certification is transferred to a new subject, the latter shall have the right to access all pertinent drawings, specifications, documents or information issued by the Society or which has come to the knowledge of the Society while carrying out its Services, even if related to a period prior to transfer of ownership.

Article 8

8.1. – Should any part of these General Conditions be declared invalid, this will not affect the validity of the remaining provisions.

8.2. In the event of doubts concerning the interpretation of these General Conditions, the Italian text will prevail.

Article 9

9.1. – When the Society provides its Services to a consumer i.e. a natural person who does not act within the scope of his business or professional activity the following provisions do not apply: art.

3.2. (as far as the Society is solely entitled to the interpretation of the Rules); art. 4.2., (as far as the payment of the fees is also due for services not concluded due to causes not attributable to the Interested Party); art. 5.1. (as far as the exclusion of liability is concerned); art. 5.2.; art. 5.3.; and art. 5.4.

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Chapter 1 – General Requirements

1. GENERAL

These requirements illustrate the general criteria and the procedures adopted by RINA UK Limited for certification of marine equipment in accordance with The United Kingdom Merchant Shipping Regulations 2016/1025, As amended.

2. FIELD OF APPLICATION

These requirements apply to equipment placed or to be placed on board an UK ship and for which the approval of the flag State administration is required by the international instruments, regardless of whether the ship is situated in the Union at the time when it is fitted with the equipment.

3. DEFINITIONS AND ABBREVIATIONS

3.1 MER Regulations

The United Kingdom Merchant Shipping Regulations 2016/1025, as amended.

3.2 MER Equipment

Items of equipment listed in the United Kingdom Regulation in force, which must be placed on board a UK ship for use in order to comply with international instruments or are voluntarily placed on board for use, and for which the approval of the flag State administration is required according to the international instruments.

3.3 International conventions

The MER Regulations refers to the following International conventions:

- the 1972 Convention on the International Regulations for Preventing Collisions at Sea (COLREG),
- the 1973 International Convention for the Prevention of Pollution from Ships (MARPOL),
- the 1974 International Convention for the Safety of Life at Sea (SOLAS),

together with their protocols and codes of mandatory application, adopted under the auspices of the International Maritime Organization (IMO), which have entered into force and which lay down specific requirements for the approval by the flag State of equipment to be placed on board ships.

3.4 International standards

For the scope of the MER Regulations the International Maritime Organization (IMO) resolutions and circulars as well as the relevant international testing standards are defined as international standards.

3.5 Testing standards

The MER Regulations refers to the testing standards set up by the following Organisations:

- International Maritime Organization (IMO),
- International Organization for Standardization (ISO),
- the Commission, in accordance with Article 8 and Article 27(6) of MER Regulations,
- the regulatory authorities recognized in the mutual recognition agreements to which the Union is a party.

3.6 Approved Body

An Approved Body is an organization designated by the competent national administration of The United Kingdom to carry out the activities of certification of marine equipment in accordance with the provisions of the MER Regulations.

3.7 Manufacturer

For the purpose of the MER Regulations, the manufacturer is any natural or legal person who manufactures marine equipment or has marine equipment designed or manufactured, and markets that equipment under its name or trademark.

3.8 Authorized Representative

Authorized representative means any natural or legal person established within the United Kingdom who has received a written mandate from a manufacturer to act on its behalf in relation to specified tasks.

3.9 Importers and distributors

Importer means any natural or legal person established within the United Kingdom who places marine equipment from a third country on the United Kingdom market.

Distributor means any natural or legal person in the supply chain, other than the manufacturer or the importer, who makes marine equipment available on the market.

An importer or distributor is to be considered a manufacturer for the purposes of the MER Regulations and is subject to the obligations of the manufacturer, where it places marine equipment on the market or on board an UK ship under its name or trademark or modifies marine equipment already placed on the market in such a way that compliance with the applicable requirements may be affected.

3.10 UK ship

An UK ship is a ship flying the flag of a Member State and falling within the scope of the international conventions.

Chapter 1 – General Requirements

4. TYPES OF MARINE EQUIPMENT

At present the MER Regulations considers 8 categories of marine equipment as follows:

- 1) LIFE SAVING APPLIANCES
- 2) EQUIPMENT FOR MARINE POLLUTION PREVENTION
- 3) EQUIPMENT FOR FIRE PROTECTION
- 4) NAVIGATION EQUIPMENT
- 5) RADIO-COMMUNICATION EQUIPMENT
- 6) EQUIPMENT REQUIRED UNDER COLREG 72
- 7) OTHER SAFETY EQUIPMENT
- 8) EQUIPMENT UNDER SOLAS CHAPTER II-1.

RINA UK LTD (hereafter referred to as RINA) is an "Approved Body" of the United Kingdom, having been notified by the United Kingdom and can issue UK certificates for the following types of marine equipment:

- LIFE SAVING APPLIANCES
- EQUIPMENT FOR MARINE POLLUTION PREVENTION
- EQUIPMENT FOR FIRE PROTECTION
- NAVIGATION EQUIPMENT
- EQUIPMENT REQUIRED UNDER COLREG 72
- OTHER SAFETY EQUIPMENT
- EQUIPMENT UNDER SOLAS CHAPTER II-1.

5. MARINE EQUIPMENT AND APPLICABLE STANDARDS

The United Kingdom Regulations indicates the reference parts of the applicable international instruments, the testing standards and the procedures for the evaluation of conformity for each item of equipment to be UK certified.

The MER Regulations is mandatory for all equipment listed in the United Kingdom Regulation intended for UK ships. Certification in accordance with the MER Regulations requirements of marine equipment that is not listed in the United Kingdom Regulation is not allowed.

The international instruments, with the exception of testing standards, are to be applied in their up-to-date version. Entry into force of new testing standards is explicitly indicated in the relevant United Kingdom Regulation.

6. DUTIES OF INTERESTED PARTIES

Interested Parties (Manufacturers, testing laboratories, etc.), involved in the certification in accordance with these Rules, are to take the necessary measures for the Surveyors' inspections and testing to be carried out safely. Interested Parties irrespective of the nature of the service provided by the RINA Surveyors assume with respect to

such Surveyors all the responsibility of an employer for his workforce such as to meet the provisions of applicable legislation.

As a rule, the Surveyor is to be constantly accompanied during surveys by personnel of the Interested Party. Surveyors are to be given free access at all times to all areas where it is necessary to carry out inspections required to verify compliance with the Rules. Free access is also to be given to auditors and/or inspectors from authorities or external bodies within the scope of vertical audits of RINA's performance.

7. INFORMATION REQUIREMENTS

RINA is to inform the Maritime and coastguard Agency (MCA) and Infrastructure of the following:

- any refusal, restriction, suspension or withdrawal of a conformity certificate;
- any circumstances affecting the scope of, and the conditions for, notification;
- any request for information which they have received from market surveillance authorities regarding conformity assessment activities;
- on request, conformity assessment activities performed within the scope of its notification and any other activity performed.

On request, RINA is to provide the MCA and the United Kingdom Government with relevant information concerning issues relating to negative and positive conformity assessment results.

RINA is to provide the other approved bodies carrying out conformity assessment activities covering the same products with information concerning negative and, on request, positive conformity assessment results.

8. CONTRACT CONDITIONS

For the contractual conditions, the provisions of the RINA Rules "*General terms and conditions for the certification of system, product and personnel*" are applicable.

Chapter 2 – Certification procedures

1. GENERAL

According to the MER Regulations the conformity assessment is to be carried out by the Approved Body following one of the following certification processes:

- a) where the UK Type Examination (module B) is to be used, before being placed on the market, all marine equipment shall be subject to:
 - UK Production-quality assurance (module D); or
 - UK product-quality assurance (module E); or
 - UK Product verification (module F);
- b) where sets of marine equipment are produced individually or in small quantities and not in series or in mass, the conformity assessment procedure may be the UK Unit verification (module G).

2. CERTIFICATION SCHEMES

2.1 Modules

The MER Regulations contemplates one certification scheme

for type approval, several certification schemes for production certification and one scheme for the unit verification of the products. These schemes are briefly indicated by the word “Modules”. There are currently five modules indicated with the letters B, D, E, F and G.

Figure 1 shows a diagram of the module structure used for evaluating conformity as laid down by the MER Regulations.

2.2 Meaning of the Modules

2.2.1 General

The modules indicated in the MER Regulations and shown in Figure 1 have the meanings described from [2.2.2] to [2.2.6].

2.2.2 Module B

Module B (UK Type Examination) includes all the procedures relative to the type approval. This module is to be considered preliminary to the Production Certification Modules D, E and F.

2.2.3 Module D

Module D (Production Quality Assurance) consists of the verification by the Approved Body of the quality assurance system applied by the Manufacturer for production, inspection and testing during fabrication and on the finished product in order to obtain the reasonable presumption that the marketed products conform to the type described in the applicable UK Type Examination Certificate (Module B) and satisfy the requirements of the applicable international standards.

2.2.4 Module E

Module E (Product Quality Assurance) consists of the verification by the Approved Body of the quality control system applied by the Manufacturer for the testing of the

finished product in order to obtain the reasonable presumption that the marketed products conform to the type described in the applicable UK Type Examination Certificate (Module B) and satisfy the requirements of the applicable international standards.

2.2.5 Module F

Module F (Product Verification) consists of the examination and testing by the Approved Body of each single product or of products sampled on a statistical basis for each homogeneous production in order to ascertain that the products conform to the type described in the applicable UK Type Examination Certificate (Module B) and to satisfy the requirements of the applicable international standards.

2.2.6 Module G

Module G (Unit Verification) consists of a complete examination by the Approved Body of a product which, due to its complexity or peculiarity, is produced in a single unit. This type of product does not require an applicable UK Type Examination Certificate (Module B).

2.3 Selection of the certification scheme

For each product, the possible procedures for conformity assessment and for the consequent issuing of certificates by RINA are given in the tables of the United Kingdom Regulation. Where the tables of the United Kingdom Regulation indicate alternative certification modules among those indicated in Figure 1, the Manufacturer may choose the one most suitable among those allowed. In any event, once a scheme has been selected, all the equipment produced and certified is considered equivalent irrespective of the modules used.

2.4 Uniqueness of the certification

Certification according to the MER Regulations of the same product by more than one Approved Body is not permitted. Therefore, the Manufacturer is to declare that the same application for certification has not been lodged simultaneously with any other Approved Body.

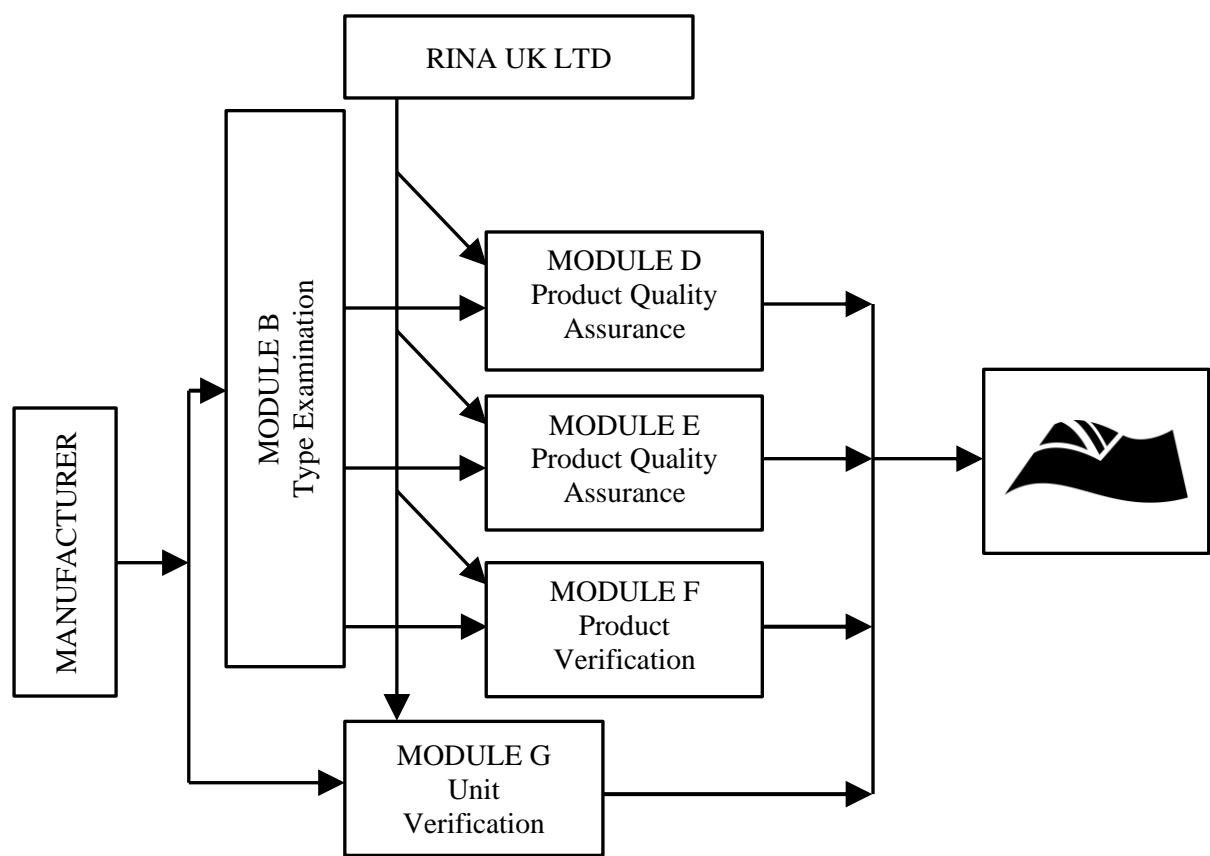
However, a Manufacturer may apply for production certification to a Approved Body other than the one that issued the applicable UK type Examination Certificate (Module B).

Therefore, it is possible that a Manufacturer requests from RINA only the issue of the UK Type Examination Certificate (Module B); in such case it must be clear that the issue of this certificate by RINA does not authorise the Manufacturer to market the product.

It is also possible that a Manufacturer requests RINA to certify in accordance with Module D, E or F the production of one or more products having Module B certificate issued by another Approved Body.

Chapter 2 – Certification procedures

Figure 1 – Modules structure



Chapter 3 – UK Type Examination Certificate

1. APPLICATION

Prior to proceeding with the production of an item of marine equipment, hereafter referred to as «*product*», the Manufacturer, or his authorised representative established within the Community, is to lodge an application for certification which includes the name and address of the Manufacturer, the place of manufacture and the designation of the type of product. The form to be used for the application is available in the Lotus Notes Database. A draft of that form is provided in Annex 1 for information only.

If the application is lodged by the authorised representative established within the Community, the name and address of this person are also to be included.

In the case the Manufacturer is not located in the territory of the United Kingdom, the information relevant to their authorised representative established within the Community is to be indicated in the application form.

The application is to include:

- the technical documentation as described in [2];
- a written declaration that the same application has not been lodged with any other Approved body;
- a sufficient number of samples, representative of the production envisaged, to carry out the tests foreseen in cases where the Manufacturer intends to perform type approval tests at the RINA Laboratory as per [2].

The application includes the Manufacturer's indication of which manufacturing surveillance procedure he intends to adopt, if requested.

At the time of submission of the application the Manufacturer is to inform RINA whether the product for which certification is requested has previously been refused by RINA or by another organisation.

2. ISSUE OF THE UK TYPE EXAMINATION CERTIFICATE (MODULE B)

2.1 Review of the technical documentation

2.1.1 Technical documentation

The technical documentation is to comprise all relevant data and means used by the Manufacturer to ensure that equipment complies with the essential requirements relating to it.

The technical documentation is to make it possible to understand the design, manufacture and operation of the product, it is to make it possible to assess compliance with the requirements of the relevant international standards and is to include an adequate analysis and assessment of the risk(s). The documentation is to include, so far as they are relevant to assessment:

- a general description of the type;
- the conceptual design and manufacturing drawings and schemes of components, sub-assemblies, circuits, etc.;

- descriptions and explanations necessary for the understanding of drawings and schemes, including the operation of the product;
- a list of the requirements and testing standards which are applicable to the marine equipment concerned in accordance with the regulations, together with a description of the solutions adopted to meet those requirements;
- the results of design calculations made, examinations carried out, etc.;
- preliminary test reports, if any;
- manuals for installation, use and maintenance;
- control and test procedures.

Moreover, where appropriate, the design documentation is to contain the following:

- attestations relating to the equipment incorporated in the appliance,
- attestations and certificates relating to the methods of manufacture and/or inspection and/or monitoring of the appliance,
- any other document that may be requested by RINA to improve its assessment.

2.1.2 Results of the documentation review

Where the documentation is incomplete, or otherwise lacking, the Manufacturer will be contacted by RINA in order to clarify any doubts and request any further information necessary to perform the examination.

Where, upon completion of the examination, the documentation is found to be satisfactory, RINA informs the Manufacturer of the positive outcome and arranges the dates for the type approval tests.

Where the documentation is found to be unsatisfactory, RINA informs the Manufacturer of the details that are considered as not complying with the applicable requirements and the reasons for the non-conformity, so that he may correct such non-conformities. It will not be possible to initiate the type approval testing phase until the Manufacturer has supplied the revised documentation complying with the requirements and/or he has undertaken to make the required changes, as applicable.

2.2 Type tests

2.2.1 Tests not requiring sophisticated procedures or equipment

For the scope of this paragraph the word "laboratory" is used not only for an equipped laboratory (either independent or owned by the Manufacturer) but also for a simple testing machine used in the field to perform tests required by the applicable testing standards.

If the type tests are performed in the presence of a RINA Surveyor, it is not necessary for the laboratory to be recognized as indicated in [2.2.2], provided the following conditions are complied with:

Chapter 3 – UK Type Examination Certificate

- a) they are mechanical tests which do not require sophisticated control/monitoring equipment (for instance: tensile tests, impact tests, bend tests, etc.);
- b) they are electrical tests that may be performed with common equipment (voltage, current, resistance measures, etc.);
- c) they are hydraulic tests carried out with normal instruments (pressure gauges, flow rate gauges, etc.);
- d) they are dimensional measures performed with common instruments (callipers, micrometres, angle gauges, thickness gauges, etc.);
- e) they are performance tests where the functioning parameters are easy to evaluate;
- f) they are simulation tests where all input and output parameters are easily evaluated.

However, for any of the above cases, it is always to be possible for the surveyor to check that the instruments are calibrated against national or international Standards, that the instruments and testing machines are kept in good order and that testing is properly performed using instruments adequate to the accuracy required by the measure.

2.2.2 Tests requiring sophisticated procedures or equipment

Where the type tests to be performed require the use of sophisticated equipment, technology and/or technical knowledge not provided for by any of the cases listed in [2.2.1], such tests are to be carried out by the following laboratories:

- a) the RINA laboratory;
- b) laboratories accredited and/or recognized for the relevant standards of the type tests concerned by:
 - an Organization which is a full term member of ILAC (International Laboratory Accreditation Co-operation);
 - USCG (United States Coast Guard);
- c) independent laboratories recognized by RINA in accordance with the “Rules for recognition of test laboratories” for the relevant standards of the type tests concerned;
- d) laboratories other than those in a), b) and c), located in test rooms and/or production facilities belonging to the Manufacturer or designated by the latter as a location for type testing.

Type tests carried out by laboratories as per items b) and c) may not be attended by RINA Surveyor, provided that test reports are prepared according to [2.2.3].

Laboratories as per item d) above may be accepted when they are assessed by RINA according to its “*Rules for recognition of test laboratories*”, provided that testing is

carried out with RINA personnel in attendance in order to ensure impartiality and objectivity.

2.2.3 Testing reports

Upon completion of the tests, a test report is to be prepared, with identification number and date, indicating accurately and clearly the test results and any other useful information.

Each test report is to contain at least the following details:

- title of the document (e.g. “Test Report”);
- name and address of the laboratory, and the place where the tests were conducted, if different from the above;
- clear identification of the report and of each page so that it is recognisable as part of the parent document, as well as clear identification of the end of the report;
- name and address of the customer;
- identification of the method used;
- description, including the condition, and clear identification of the item(s) tested;
- date of receipt of the item(s) tested when this is a critical factor for the validity and application of the results, and the date(s) of testing;
- reference to sampling plans and procedures used by the laboratory or other bodies when this has a bearing on the validity or application of the results;
- test results, with the units of measurement when appropriate;
- the name(s), position(s) and signature(s) or equivalent identification of the person(s) authorising the issue of the test report;
- indication, if necessary, of the degree of approximation of the measurements;
- if relevant, a declaration stating that the results refer only to the items tested.

The report is to be signed by the person(s) in the laboratory in charge of testing and, if applicable, by the attending RINA Surveyor.

2.3 Acceptance of tests carried out by other Approved Bodies

In case type approval tests are partially or fully carried out under the supervision of a MER Approved Body dealing with the same product (e.g. personal protective equipment directive), RINA reserves the possibility to accept the relevant testing reports provide that:

- a) the test standards are the same required by MER and used in the last applicable revision;
- b) the testing reports comply with the requirements of [2.2.3].

2.4 Issue of the certificate

Where the type meets the requirements of the specific international instruments that apply to the marine equipment concerned, RINA issues an **UK Type**

Chapter 3 – UK Type Examination Certificate

Examination Certificate (Module B) to the manufacturer indicating the test results and conclusions, the conditions of validity of the certificate, the description and the necessary data for identification of the approved type. Further information, such as the list of the relevant parts of the technical documentation and other necessary details for the complete identification of the product with respect to the relevant requirements may be contained in an annex to the certificate.

Where the type does not satisfy the applicable requirements of the international instruments, RINA is to refuse to issue an UK Type Examination certificate and is to inform the applicant accordingly, giving detailed reasons for its refusal.

In such case the applicant may not submit a further application for certification until he has made all those modifications to the product which are necessary to meet the applicable requirements.

Where a Manufacturer reapplies for type approval, his submission is to include all the documents listed in [2.1.1], including the original test reports, the detailed reasons for the previous refusal and details of all modifications made to the equipment.

In any event, RINA reserves the right to require the repetition of tests conducted by other testing laboratories.

3. VALIDITY CONDITIONS FOR UK TYPE EXAMINATION CERTIFICATES (MODULE B)

3.1 Certificate validity

The **UK Type Examination Certificate (Module B)** is valid for 5 years, unless a different duration is specified in the reference standard. At the request of the Manufacturer, RINA renews the certificate subject to the satisfactory outcome of the relevant assessment in compliance with the applicable provisions of the international instruments.

RINA reserves the right to request the repetition of all or part of the type tests in connection with the renewal of the certificate.

If the reference standard requires the repetition of the type tests with a frequency greater than the certificate validity, RINA will consider on a case-by-case basis whether these tests are to be attended by a Surveyor. In any case, the Manufacturer is to keep detailed test reports to be made available to RINA whenever requested.

If, during the certificate's period of validity, the reference standards are modified in such a way as to affect the conformity of the product to the applicable standard, the certificate will no longer be considered valid starting from the date of entry into force of such modifications.

3.2 Modifications of existing certificates

The Manufacturer or his authorised representative is to inform RINA of all modifications to the approved product. RINA will assess whether testing and reassessment of the product are required for the issue of a new certificate.

3.3 Suspension and/or withdrawal of the certificate

RINA may suspend and/or withdraw a certificate in the event of serious non-compliance on the part of the Manufacturer – for example:

- significant non-conformities of the manufactured product or in the manufacturing process, with respect to the technical documentation submitted to RINA;
- serious shortcomings detected in service;
- significant changes made to the product without notifying RINA;
- unpaid fees.

Certification may also be withdrawn in the event of changes to the applicable standards and/or requirements which the Manufacturer is, or deems he is, unable to comply with.

4. AUTHORISATION TO MARKET THE PRODUCTS

It is to be noted that, upon issue of a Module B Certificate alone, the Manufacturer is not allowed to mark his equipment with the "Red Ensign Mark" followed by the RINA number or to market it (See Chapter 7, [2]).

Chapter 4 – UK Production Quality Assurance Certificate (Module D) and UK Product Quality Assurance Certificate (Module E)

1. ISSUE OF THE UK PRODUCTION QUALITY ASSURANCE CERTIFICATE (MODULE D)

1.1 General

For the purpose of issuing of Module D, the Manufacturer is to operate a quality system for production inspection and testing during fabrication and on the finished product of products already certified in accordance with Module B, at least equivalent to the harmonised standard ISO 9001:2008 (or newer ISO 9001:2015). This system is to be subject to surveillance by RINA.

1.2 Quality system

All the elements, requirements and provisions adopted by the Manufacturer are to be documented in a systematic and orderly manner in the form of written policies, procedures and instructions. The quality system documentation is to permit a consistent interpretation of the quality programs, plans, manuals and records.

The quality system documentation is to include, in particular, an adequate description of:

- a) the quality objectives and the organisational structure, responsibilities and powers of the management with regard to product quality;
- b) the manufacturing, quality control and quality assurance techniques, processes and systematic actions that will be used;
- c) the examinations and tests that are to be carried out before, during and after manufacture, and the frequency with which they will be carried out;
- d) the quality records, such as inspection reports and test data, calibration data, qualification reports of the personnel concerned, etc.;
- e) the means of monitoring the achievement of the required product quality and the effective operation of the quality system.

RINA arranges for the assessment of the Manufacturer's quality system, also in relation to whether or not the system has already been certified by RINA, as stated below.

1.3 Assessment of Manufacturers with quality system not certified by RINA

The assessment of the Manufacturer's quality system is conducted by means of an examination of the documentation and an audit of first assessment at his premises.

These activities are carried out in accordance with the criteria contained in the "*Rules for the certification of Quality Management Systems*".

1.3.1 Documentation to be submitted

Prior to the assessment, the Manufacturer is to supply RINA with the following documentation together with the application form:

- a) the name and address of the manufacturer and, if the application is lodged by the authorised representative, its name and address as well;
- b) a written declaration that the same application has not been lodged with any other Approved body;
- c) all relevant information for the marine equipment category envisaged;
- d) the quality documentation as per [1.2] above;
- e) all the procedures affecting the manufacture and testing of the products to be certified;
- f) the technical documentation for the approved type and a copy of the UK Type Examination Certificate (Module B).

Where this UK Type Examination (Module B) certificate has been issued by a Approved Body other than RINA, RINA may request the Manufacturer to submit the test reports on the basis of which the other Approved Body issued such certificate.

RINA will examine the documentation and inform the Manufacturer whether it is sufficient or whether additional documents are necessary.

1.3.2 Audit of first assessment

The aim of the initial surveillance audit is to assess the quality assurance system adopted by the Manufacturer with particular reference to the production line(s) of the product(s) to be certified.

In general, as far as possible, the audit is to be scheduled so that it takes place during the actual manufacture of the product(s) to be certified.

Within the framework of the audit, particular attention is to be paid to the following documentation relative to the product(s) to be certified:

- quality management system documentation;
- inspection reports;
- reports of tests performed on manufactured products;
- testing equipment calibration data;
- qualification of the personnel concerned.

It will also need to be verified that copies are available at the Manufacturer's premises of the MER Regulations and of the technical standards applicable to the product(s) manufactured and that quality records are kept for the times prescribed in the MER Regulations.

The auditing team will review the technical documentation of the approved type and copy of the UK Type Examination certificate in order to verify the manufacturer's ability to identify the relevant requirements of the international instruments and to carry out the necessary examinations with a view to ensuring compliance of the product with those requirements.

In the course of the audit, as far as possible, the Surveyor is to witness the tests carried out by the Manufacturer during the various stages of manufacturing and for the final acceptance of the product(s) in order to verify compliance with the applicable requirements.

Chapter 4 – UK Production Quality Assurance Certificate (Module D) and UK Product Quality Assurance Certificate (Module E)

Upon completion of the audit, the RINA Surveyors draw up the relevant report and provide the Manufacturer with a copy.

1.3.3 Issue of the certificate and authorisation to mark the products

Subject to the satisfactory outcome of the audit, RINA issues an **UK Production Quality Assurance Certificate (Module D)** to the Manufacturer for each product to be certified. The certificate or the annex to the certificate includes reference to the UK Type Examination Certificate (Module B) of the relevant product.

Upon receipt of the EC Production Quality Assurance Certificate (Module D), the Manufacturer is authorised to affix the conformity mark (Red Ensign Mark followed by the RINA number, see Chapter 7, [2]) to all products covered by the certificate coming from the production line, without any further intervention by RINA.

1.3.4 Unsatisfactory result of the assessment

Should the surveillance be considered unsatisfactory, RINA notifies the Manufacturer of the findings detected and the reasons for which the certificate cannot be issued.

The applicant may not submit a further application for certification until he has made all those modifications to the quality system and/or to the production line(s) of the product(s) to be certified which are necessary to meet the applicable requirements.

1.3.5 Periodical surveillance

The maintenance of Module D is subject to the satisfactory outcome of three-year surveillance cycles consisting of the following audits:

- annual audits of the quality assurance system, or
 - six monthly audits of the quality assurance system.
- These audits are required only for complex or critical products, as decided on a case-by-case basis.

Figure 2 is a schematic diagram of the surveillance cycle.

The aim of periodical surveillance is to verify that the quality assurance system adopted by the Manufacturer, with particular reference to the production line(s) of the product(s) certified, is maintained over time.

When the periodical surveillance is becoming due, RINA and the Manufacturer agree on the date and the necessary arrangements.

The periodical surveillance is to be carried out within a «time window» of two months with respect to the official due date: i.e. not more than 30 days before and not more than 30 days after the date shown on the certificate. For each periodical audit, this calculation should be based on the date of the initial periodical surveillance, irrespective of the date on which the last periodical audit was actually carried out.

If possible, in the course of the audits, the Surveyor is to witness the inspections and tests carried out by the Manufacturer during the various stages of manufacturing and for the final acceptance of the product(s).

Upon completion of their intervention, the RINA Surveyors draw up the relevant report, provide the Manufacturer with a copy and endorse the UK Production Quality Assurance Certificate (Module D), extending its validity until the date of the next scheduled periodical audit.

RINA reserves the right to pay unannounced visits to the Manufacturer's premises, carrying out tests or causing tests to be carried out to check that the quality system management is functioning correctly.

1.3.6 Renewal of the certification

Upon completion of each three-year cycle, the assessment of the quality management system as stated in items 1.3.1 and 1.3.2 is repeated for renewal of the certificate. The renewal audits are carried out with criteria similar to those of the initial audits.

1.3.7 Suspension and/or withdrawal of the certification

Should serious failures be detected in the course of periodical surveillance such as to show that the quality management system no longer complies with the applicable requirements, RINA notifies the Manufacturer of the reasons for which the certificate cannot be endorsed and immediately suspends the certification for all those products which could be affected by the failure detected, indicating the serial number from which the suspension takes effect and/or any other information necessary to identify the products suspended.

Any items of equipment manufactured during the period of suspension may be marked and marketed, provided that they are subjected to individual testing, in accordance with the applicable requirements, where this is possible and provided for by the MER Regulations (Module F).

Upon completion of the necessary corrective actions, subject to the satisfactory outcome of a RINA audit to assess their effectiveness, the suspension lapses and the Manufacturer is notified of this by RINA.

In the event that the non-conformities that led to the suspension are not rectified by the agreed deadline, RINA withdraws the certification and notifies the Manufacturer accordingly.

The applicant may not submit a further application for surveillance until he has made all those modifications to the quality system which are necessary to meet the applicable requirements.

1.4 Manufacturers with quality system certified by RINA

The procedure described in [1.3] is applied, with the following modifications:

- it is necessary to submit at least the documentation as per [1.3.1] e) and f); in any event, RINA reserves the right to require further documents;
- an initial audit is to be conducted as described in [1.3.2]. Aspects of the general management system

Chapter 4 – UK Production Quality Assurance Certificate (Module D) and UK Product Quality Assurance Certificate (Module E)

not directly correlated to the product do not need to be verified;

- periodical surveillance is to be conducted as described in [1.3.5]. Aspects of the general management system not directly correlated to the product do not need to be verified.

Annual audits are harmonised as far as possible with the dates of the periodical surveys in connection with the Manufacturer's quality system certification.

1.5 Manufacturers with quality system certified by a recognised Organisation other than RINA

The same provisions apply as described in 1.3 for Manufacturers with a quality system not certified by RINA. However, some relaxation of the certification process may be considered at the discretion of RINA on a case-by-case basis.

1.6 Manufacturers with products already certified by RINA in accordance with the MER Regulations

Where a Manufacturer that produces a product certified by RINA in accordance with Module D of the MER Regulations submits a request to certify other products, RINA decides in relation to the peculiarity of the new product(s) whether or not to carry out an initial assessment.

The periodical surveillance audits for such products are harmonised with the surveys due for the other products.

1.7 Certificate validity

UK Production Quality Assurance Certificate (Module D) has a validity of three years, but in any case not beyond the expiry date of the relevant UK Type Examination Certificate (Module B).

2. ISSUE OF THE UK PRODUCT QUALITY ASSURANCE CERTIFICATE (MODULE E)

2.1 General

Within the framework of this procedure the Manufacturer is to operate a quality system for final product inspection and

testing at least equivalent to the harmonised standard ISO 9001:2008 (or newer ISO 9001:2015). This system is to be subject to surveillance by RINA.

2.2 Quality control system

All the elements, requirements and provisions adopted by the Manufacturer are to be documented in a systematic and orderly manner in the form of written policies, procedures and instructions. This quality system documentation is to ensure a consistent interpretation of the quality programs, plans, manuals and records.

The quality system documentation is to include, in particular, an adequate description of:

- the quality objectives and the organisational structure, responsibilities and powers of the management with regard to product quality;
- the examinations and tests that are to be carried out after manufacture, and the frequency with which they are carried out;
- the product quality records, such as inspection reports and test data, calibration data, qualification reports of the personnel concerned, etc.;
- the means of monitoring the effective operation of the quality system.

2.3 Surveillance and certification procedures

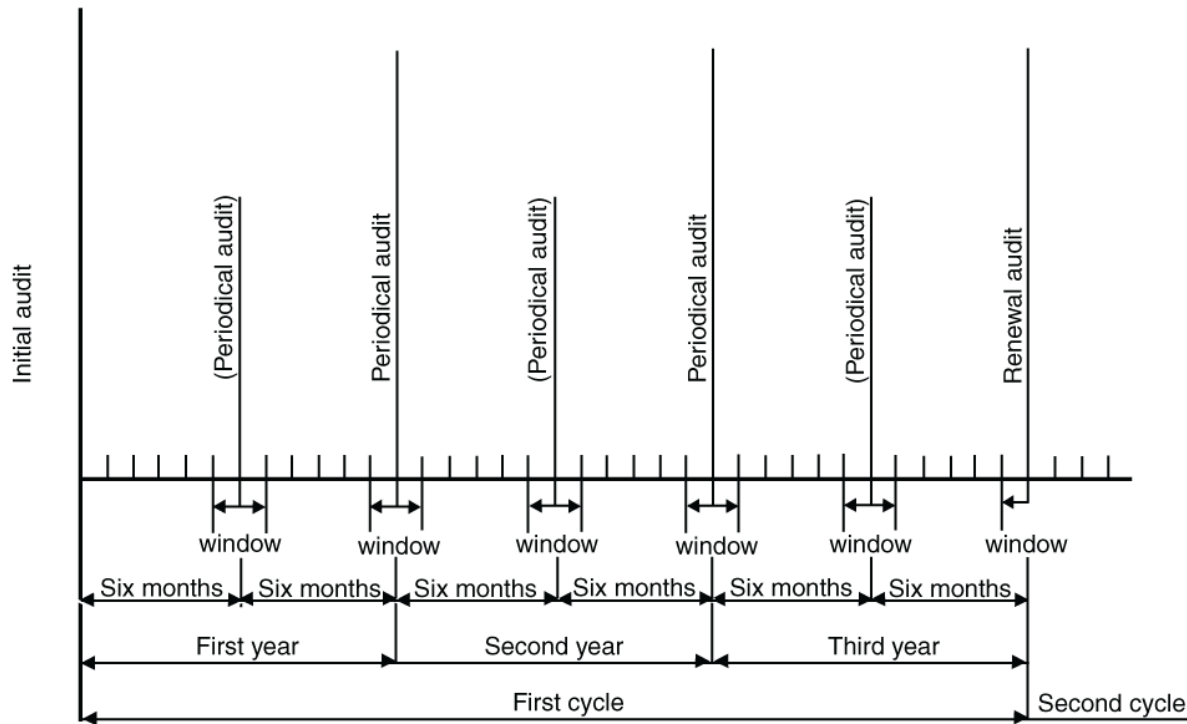
Provisions detailed in [1.3], [1.4], [1.5], and [1.6] are applicable referring to the product after manufacturing.

2.4 Certificate validity

UK Product Quality Assurance Certificate (Module E) has a validity of three years, but in any case not beyond the expiry date of the relevant UK Type Examination Certificate (Module B).

Chapter 4 – UK Production quality assurance certificate (Module D) and UK Product Quality Assurance
Certificate (Module E)

Figure 2 – Surveillance cycle



Chapter 5 – UK Product Verification Certificate (Module F)

1. VERIFICATION IN ACCORDANCE WITH MODULE F

1.1 Verification of single products

1.1.1 Performance of the verification

Where, in the opinion of RINA, products are complex (composed of many parts of different origins assembled together) or not manufactured in series, all items of certified equipment are to be individually examined and tested.

Upon completion of the manufacture of one or more products, the Manufacturer is to contact RINA for the certification of items produced.

All products are individually examined and tested in the presence of a RINA Surveyor to verify conformity with the approved type described in the UK type-examination certificate and with the appropriate requirements of the international instruments.

Each marked product is to be unequivocally identified by means of the serial number or other methods ensuring that it is impossible for a marked product which has not been tested to be put on the market.

1.1.2 Issue of the certificate

Subject to the satisfactory outcome of this examination and testing, a **Product Verification Certificate (Module F)** is issued and the Manufacturer is authorised to mark each approved product.

1.2 Verification of product lots

1.2.1 Performance of the verification

Where, in the opinion of RINA, products are simple and/or manufactured in series, they are to be presented for statistical verification in the form of homogeneous lots.

Upon completion of the manufacture of one or more lots, the Manufacturer is to contact RINA for the certification of the items produced.

A random sample is taken from each lot. All products in such a sample are individually examined and tested in the presence of a RINA Surveyor in order to ensure their conformity with the approved type described in the UK Type Examination certificate and with the applicable requirements of the international instruments.

If a lot is accepted, all products of the lot are considered approved.

In case of repeated rejection of samples, statistical method is abandoned and each single product is evaluated as described in [1.1].

1.2.2 Composition of lots and sampling

In general, a lot consists of those products of a single type, grade, class, dimensions and composition manufactured in the same conditions and during a reasonable period of time.

It is the responsibility of the Manufacturer to establish the lot composition and to agree upon it with RINA. In general, the composition of the lot is to be established in

accordance with the indication of specific standards, such as, for instance, ISO 2859 or EN 3 Pt 6.

At least one random sample is drawn from each lot; the specimens are individually examined and appropriate tests are carried out to ensure that they comply with the requirements of the international instruments which apply to them. Prior to examination and testing, the sampling and acceptance criteria are to be agreed between the Manufacturer and RINA on a case-by-case basis taking into account the specific standards, such as those indicated above, and instruction provided by RINA.

1.2.3 Issue of the certificate

Subject to the satisfactory outcome of this examination and testing, a **Product Verification Certificate (Module F)** is issued and the Manufacturer is authorised to mark each item of equipment belonging to the approved lot. Each approved lot is to be unequivocally identified on the single products (or on their packaging), by means of the serial number or other methods (for example the period of manufacture) ensuring that it is impossible for marked products belonging to a lot which has not been subjected to the prescribed tests to be put on the market.

2. CERTIFICATE VALIDITY

UK Product Verification Certificate (Module F) has unlimited validity.

Chapter 6 – UK Unit Verification Certificate (Module G)

1. ISSUE OF MODULE G

1.1 Certification process

The process for the issue of the **UK Unit Verification Certificate (Module G)** consists of the following phases:

- examination of the technical documentation;
- examination of the product.

1.2 Review of the technical documentation

The technical documentation review process is similar to the one described in Chapter 3 [2.1.1] for the technical review to be carried out in connection with the UK type certification.

1.3 Examination of the single product and reporting

Provisions apply similar to those described in Chapter 3 [2.2] for type tests; however, in this case the inspections and tests prescribed by the applicable requirements are carried out directly on each product to be certified.

1.4 Issue of the certificate

Where the outcome of the examinations and tests performed is positive, RINA issues an **UK Unit Verification Certificate (Module G)** indicating the test results and conclusions, the conditions of validity of the certificate and the description and necessary data for identification of the approved product.

The Annex to the Certificate contains a list of the relevant sections of the technical documentation.

Where RINA refuses to issue an UK Unit Verification Certificate, detailed reasons for such refusal will be given to the applicant.

The applicant may not submit a further application for certification until he has made all those modifications to the product which are necessary to meet the applicable requirements.

Where a Manufacturer reapplies for type approval, his submission is to include all the documents listed in Chapter 3 [2.1.1], including the original test reports, the detailed reasons for the previous refusal and details of all modifications made to the equipment.

Upon receipt of the certificate, the Manufacturer is authorised to mark the product in accordance with Chapter 7, [2].

1.5 Certificate Validity

UK Unit Verification Certificates (Module G) have unlimited validity, provided no subsequent modifications are made to the approved product.

Chapter 7 – UK Declaration of Conformity and marking

1. UK DECLARATION OF CONFORMITY

1.1 General

The Manufacturer is to always draw up an **UK Declaration of conformity**, as described below, attesting that the product marketed complies with the design, construction and performance requirements of the applicable international instruments.
A copy of each UK Declaration of conformity issued by the Manufacturer is to be made available to RINA.

1.2 Content of the UK Declaration of conformity

The **UK Declaration of conformity** is to be drawn up by the Manufacturer for each product model and is to include the following information:

- the name and address of the Manufacturer or of his authorised representative established within the United Kingdom,
- a description of the marine equipment indicating the model, brand, type, serial number, etc., allowing traceability of the products,
- indication of RINA and its address as the Approved Body designated to carry out the certification procedures as per the above requirements,
- identification of the prototype certificate with reference to the applicable **UK Type Examination Certificate (Module B)**,
- identification of the production module applied,
- reference to the harmonized standards applied.

An example of a Declaration of conformity is provided in Annex 2 for information only.

2. CONFORMITY MARKING

2.1 The Red Ensign Mark

Products referred to in the United Kingdom Regulation which comply with the relevant international standards and have been certified in accordance with these requirements are to be indelibly marked as per Annex I of the MER Regulations 2016/1025, As amended (the “Red Ensign Mark” symbol). Annex 3 shows the shape and the dimensions of the Red Ensign Mark.

2.2 Mark affixing

The Red Ensign Mark is to be affixed by the Manufacturer or his authorised representative established within the United Kingdom. The Red Ensign Mark may be affixed on the packages for material and products that are subject to further fabrication and for which traceability of the mark is not required.

The Red Ensign Mark is to be followed by the identification number of the Approved Body which, having certified the production by issuing a Module D, E, F or G Certificate, has authorised the marking and the marketing of the product. This number is to be followed by the year of manufacture of the product.

The RINA identification number is **xxxx**.

Annex 1 – Application for certification form

APPLICATION FOR CONFORMITY ASSESSMENT OF MARINE EQUIPMENT IN ACCORDANCE
WITH THE MERCHANT SHIPPING (MARINE EQUIPMENT) REGULATIONS 2016 SI 2016/1025 As
Amended

APPLICANT FOR THE CERTIFICATION (MANUFACTURER)			
Name			
Address			
Reference person			
Registration Number	Telephone	Fax	e-mail
APPLICATION FOR CONFORMITY ASSESSMENT OF MARINE EQUIPMENT IN ACCORDANCE WITH THE MERCHANT SHIPPING (MARINE EQUIPMENT) REGULATIONS 2016 SI 2016/1025 As Amended			

APPLICANT FOR THE CERTIFICATION (MANUFACTURER)			
Name			
Address			
Reference person			
Registration Number	Telephone	Fax	e-mail

PRODUCTION SITE (if other than the Manufacturer)			
Name			
Address			
Reference person			
Registration Number	Telephone	Fax	e-mail

AUTHORISED REPRESENTATIVE ⁽¹⁾			
Name			
Address			
Reference person			
Registration Number	Telephone	Fax	e-mail

(1) A manufacturer/applicant who is not located in the territory of at least one Member State shall, by a written mandate, appoint an authorised representative for the Union and shall indicate in the mandate the name of the authorised representative and the address at which it can be contacted

GENERAL DESCRIPTION OF THE EQUIPMENT	
Trade name	
Product type	
Reference harmonised standards	
Item Nr. (UK/x.xx)	

REQUESTED CONFORMITY ASSESSMENT MODULES				
B <input type="checkbox"/>	D <input type="checkbox"/>	E <input type="checkbox"/>	F <input type="checkbox"/>	G <input type="checkbox"/>
(tick where applicable)				
The Module is required to be issued in accordance with the agreement between the United Kingdom and the United States of America on mutual recognition of certificates of conformity.				
(Tick if required)	YES <input type="checkbox"/>	NO <input type="checkbox"/>		

THE APPLICANT/MANUFACTURER declares that it has not submitted a similar application for the certification of the equipment indicated above to another Approved body

The Applicant/Manufacturer hereby declares that he has chosen the following laboratory to conduct the type tests required for the issue of the UK Type Examination Certificate (Module B):

LABORATORY FOR TYPE TESTS			
Name			
Address			
Reference person			
Registration Number	Telephone	Fax	e-mail

The Applicant/Manufacturer shall:

- comply with the requirements of regulations MER 2016/1025/ As amended and RINA requirements, in particular informing RINA in respect of any negative test previously carried out for the same equipment;
- provide RINA Surveyors with the necessary assistance for surveys and certification during their attendance at the facility;
- require the Laboratory to send directly to RINA the copy of the reports of the type tests carried out;
- provide, after the completion of the certification agreement, the technical documentation to be used to assess the product's compliance with the requirements of the relevant international instruments. This documentation is to cover at least the requirements of regulations MER 2016/1025/ As amended regarding the modules for which certification is requested;
- provide, in case of request for module B or G certification, an adequate analysis and assessment of the risk.
- Provide the specimens representative of the production envisaged, for which certification is required, to be used for the type tests when required.
 - Read understand & sign RINA UK Ltd RIUK-RC/C.17 – General contract conditions for conformity assessment activities
- In addition, to read and understand the following:
 - RIUK-NCC57-01 – Rules for the certification of marine equipment in accordance with The United Kingdom Merchant Shipping (Marine Equipment) Regulations 2016/1025. As amended.
 - RIUK-RC/C.130 – Certification General Rules

RINA CERTIFICATIONS GENERAL RULES ARE TO BE SIGNED SEPERATELY BY THE APPLICANT/MANUFACTURER AND RETURNED TO THE LOCAL OFFICE

The Applicant/Manufacturer authorises RINA to publish the data contained on the certificates relative to the products which are the subject of this Application.

DATE:

stamp and signature:

Annex 2 – Example of UK Declaration of Conformity

UK DECLARATION OF CONFORMITY

We hereby declare that the following equipment specified complies with The United Kingdom Merchant Shipping Regulations 2016/1025, As amended

Equipment description:.....
Type:
Serial number(s):.....
Manufacturer (or his authorised representative):.....
Address:

This declaration of conformity is issued under the sole responsibility of the manufacturer (or his authorised representative)

This equipment has been designed, constructed and tested in compliance with the following regulations and testing standards
:

As per: Type-Examination Certificate (Module B) No.* / Unit Verification Certificate (Module G) No.* *{*Delete as applicable}*
.....

Issued byon.....
and Surveillance Module D, E, F *{*Delete as applicable}* Certificate/Report* No.....
Issued by

Signed:	Date:
Name:	Position:
Address:	

Appointed by the Manufacturer as the responsible person for signing this Declaration.

Annex 3 – UK Mark

The mark of conformity (Red Ensign Mark) is to take the following form:

Figure 3 – RED ENSIGN MARK



The UK Conformity Mark must be affixed to marine equipment in accordance with the Regulations and must take the form set out above.

In any event, the UK Conformity mark for marine equipment must:

Be legible and permanently marked on the equipment which is in compliance with the Regulations;

Contrast the background it is printed/ stamped etc on such that is either printed on a block white background or transparent background, providing legibility is maintained;

Have vertical dimensions of at least 5mm with the ability to waive this for smaller products and/ or where the size of the conformity mark would not provide for legibility due to the size or nature of the product or it is not otherwise practicable to place the mark on the product in which case the mark should be placed on the accompanying paperwork or packaging; and

As per the Regulations, be accompanied by the identification number of the Approved Body which issues the quality assurance module of conformity (Module D, E or F) or if module G is used, the module G certificate as well as the date of affixing the mark as indicated below (where #### would be the Approved Body Number and YY the year of affixing the conformity mark).