

Accreditation agreement Axxxx

Between:

Her Majesty the Queen in Right of Canada
as represented by the
Minister of Industry

(hereafter "the Minister")

- and -

Full legal name of the organization
Civic address
City, province postal code

Registered under Name of the Act - Number Incorporation number
(hereafter "the Company")

Whereas the Minister, pursuant to section 16.1 of the Weights and Measures Act ("act"), has the authority to designate inspectors to carry out examinations under the act;

And whereas the Minister has decided to designate the Company as an inspector to carry out certain limited functions of an inspector;

And whereas the Company agrees to perform the work of an inspector in accordance with the terms of this Agreement and the act;

Now, therefore, for good and valuable consideration, the receipt of which is hereby acknowledged the parties agree as follows:

1. Designation as an inspector

This Agreement sets out terms and conditions that shall be complied with by the Company as a condition of its designation as an inspector to carry out examinations pursuant to the act.

Nothing in this Agreement shall be interpreted as restricting the Minister's discretion, under section 16.1 of the act, over the designation of the Company as an inspector and over the suspension or revocation of this designation.

2. Examination powers

The Company shall only exercise the examination powers that are strictly required to conduct examinations of devices for use in trade. Such examinations shall only be conducted on the device types listed in Schedule A and performed by the employees named in Schedule A, as amended from time to time.

For greater clarity, the powers of the Company as an inspector under this Agreement do not include any power set out in the act of entry, detention or examination of conveyances, seizure or detention of devices.

3. Duration

The Agreement shall be in effect from the date of the last signature and have a term of one (1) year. It is automatically renewed every year, unless the Minister sends a notice of non-renewal to the Company ninety (90) days prior to the expiration date, or unless it is terminated in accordance with this section.

This Agreement may be terminated by mutual agreement of the parties. It shall also immediately terminate if the Company's designation is revoked.

Sections 11, 13 to 16 and 18 of this Agreement shall survive its termination.

4. Amendments to Schedule A

The Minister may amend Schedule A by:

- revoking the approval of an employee named in Schedule A;
- changing the types of devices that may be examined by an employee named in Schedule A; and
- changing physical standard types or product types that may be used to carry out examinations by an employee named in Schedule A.

The Company may request the Minister to amend Schedule A to:

- add or remove an employee from Schedule A;
- amend the device types that may be examined by an employee named in Schedule A;
- changing physical standard types or product types that may be used to carry out examinations by an employee named in Schedule A; and
- change the location at which the employee may provide examination services.

Where the Minister approves a request by the Company or otherwise modifies Schedule A in accordance with this section, the Minister shall provide the Company with a revised copy of Schedule A in either electronic or paper form, at the election of the Company. The Minister's copy of Schedule A is at all times the official version.

5. Duties of the Company in carrying out examinations

The Company shall carry out examinations in accordance with the practices and standards set out in the following documents, as amended from time to time:

- the standard Criteria for the Accreditation of Organizations to Perform Inspections Pursuant to the Electricity and Gas Inspection Act and the Weights and Measures Act (S-A-01), attached hereto as Schedule B; and applicable Measurement Canada's interpretation bulletins;
- the act and the Weights and Measures Regulations;
- the applicable Measurement Canada specifications and bulletins; and
- the applicable standard test procedures.

The Company represents and warrants that it has read and understood the above documents published by Measurement Canada at Canada.ca/measurement-canada and that it will abide by them. The Company, its officers, employees, agents and recognized technicians understand and agree that they are responsible for consulting this website and keeping themselves up to date on any amendment that may be made from time to time.

6. Seals and markings

Upon completion of a successful examination, the Company shall affix to the device, in the manner prescribed, seals, examination marks and examination (inspection) stickers in the form set out in Schedule C.

7. Review of operations and compliance

The Minister and the Company shall meet periodically at the request of the Minister to review the operation of this Agreement and to discuss compliance by the Company with the accreditation standard set out in Schedule B and other matters of mutual interest.

8. Access to documents and right of entry

The Company shall at all times provide reasonable access to the Minister, at no cost, for the purpose of verifying how the Company is carrying out its obligations under this Agreement:

- to its premises;
- to any record, regardless of medium or form, including an electronic and encoded record, that relates directly or indirectly to the operation of this Agreement; and
- to its personnel.

9. Audits

The Company will, at its own expense, preserve and make available for audit and examination by the Minister the books, accounts and records of the Company and of the information necessary to ensure compliance with the terms and conditions of this Agreement. The Minister may audit or conduct spot checks of the books, accounts and records of the Company without prior notice to the Company.

10. Suspension and revocation

10.1 Suspension of work

At any time, the Minister may, by giving a notice in writing to the Company, suspend temporarily the designation of the Company as Inspector for the purpose of determining whether the Company is in default with the Agreement.

10.2 Event of default

The Minister may declare that an event of default has occurred if:

- (a) the Company is adjudged or declared bankrupt or if it goes into receivership or takes the benefit of any statute from time to time in force relating to bankrupt or insolvent debtors;
- (b) an order is made which is not being contested or appealed by the Company or a resolution is passed for the winding-up of the Company or it is dissolved;
- (c) a representation, warranty or material statement contained herein is at any time incorrect, false or misleading;
- (d) the Company defaults in the performance or fulfilment or does not comply with any other obligation, condition or covenant hereunder.

Except in the case of a default under (a) or (b), the Minister will not declare that an event of default has occurred unless it has given written notice to the Company of the occurrence which, in the Minister's opinion, constitutes an event of default and the Company fails, within 30 days of receipt of the notice,

either to correct the condition or event or demonstrates, to the satisfaction of the Minister that it has taken such steps as are necessary to correct the condition.

10.3 Remedies on default

If the Minister declares that an event of default has occurred, this will constitute sufficient and valid grounds for the Minister to exercise one or more of the following rights without restricting any right or remedy otherwise available to the Minister:

- (a) suspend or revoke the designation of the Company as inspector;
- (b) amend the terms and conditions of that agreement to restrict the types of devices that may be examined, the physical standard types or types of products that can be used to carry out the examinations and the persons who may carry out the examinations;
- (c) revoke the approval of any employee of the Company listed in Schedule A; and
- (d) terminate the Agreement.

10.4 No compensation

In the event that the Minister suspends or revokes a designation made under the act, the Company will have no claim for damages, compensation, loss of profit or otherwise against the Minister.

11. Public accreditation list

Upon accreditation, the name of the company shall be placed on a public accreditation list and, where accreditation is suspended or revoked, the suspension or the revocation shall be noted on the public accreditation list.

12. Amendments

This Agreement may be modified by the mutual agreement of the parties given in writing. The Minister may amend Schedule A at any time without the consent of the Company.

13. Liability

13.1 Indemnification

The Company agrees, at all times, to indemnify and save harmless, Canada and any of its officers, servants, employees or agents from and against all claims and demands, loss, costs, damages, actions, suits or other proceedings by whomsoever made, brought or prosecuted, in any manner based upon, occasioned by or attributable to the execution of this Agreement or any action taken or things done or maintained by virtue hereof, or the exercise in any manner of rights arising hereunder.

13.2 Limitation of liability

Notwithstanding anything to the contrary contained herein, Canada shall not be liable for any direct, indirect, special or consequential damages of the Company, its agents, employees, and recognized technicians nor for the loss of revenues or profits arising based upon, occasioned by or attributable to the execution of this Agreement, regardless of whether such a liability arises in tort (including negligence), contract, fundamental breach or breach of a fundamental term, misrepresentation, breach of warranty, breach of fiduciary duty, indemnification or otherwise.

13.3 Insurance

The Company shall protect itself from and against all claims for or involving bodily injury (including personal injury), death or property damage including, if a risk is identified, environmental damage that might arise from anything done or omitted by the Company or by any person acting in any capacity for it or on its behalf pursuant to this Agreement. The Company must for this purpose to maintain in force an adequate responsibility insurance without being lower than 1 million (\$1,000,000) per event and this, for all the duration of the Agreement. Conformity with this requirement is subject to verification by Measurement Canada.

14. Litigation

Where the Minister is named, or is likely to be named, in any action relating to this Agreement, the Company shall:

- forthwith notify the Minister and forward him a copy of all relevant documents; and
- in cooperation with the Attorney General of Canada (who will lead the matter) conduct the litigation with assistance, where appropriate, by counsel for the Company.

15. Confidentiality

Subject to applicable laws, including the Access to Information Act the parties shall keep confidential all information exchanged between them with respect to the examination services provided by the Company to third parties. In particular, except as required by law, the parties shall not disclose to any unauthorized third party any proprietary technology or trade secret or calibration or test result discovered or disclosed in the course of providing such services.

16. Use of Government of Canada logo

The Company shall not use any name or logo of the Government of Canada except with the prior written approval of the Minister.

17. **Contacts**

Any notice, information or document provided for under this Agreement shall be in writing and shall be delivered either personally or by registered or certified mail, by facsimile or by email with, in all cases, a return receipt. A notice shall be deemed to have been given immediately after it has been personally delivered, or if given by mail on the third business day following its transmission.

For the Minister:

Sonia Roussy
Vice-President
Innovative Services Directorate
Measurement Canada
Industry Canada
Standards Building
151 Tunney's Pasture Driveway
Ottawa, Ontario
K1A 0C9
Fax: 613-952-1736

For the Company:

Top Manager
Title
Full legal name of the organization
Civic address
City, province
Postal code
Fax: Fax number or email

18. **General conditions**

- 18.1 No Member of the House of Commons or the Senate shall be admitted, directly or indirectly, to any share of this Agreement or to any benefit to arise from it.
- 18.2 The Company shall not assign this Agreement or any part of it.
- 18.3 This Agreement is binding on the parties and their successors.
- 18.4 Any provision of this Agreement prohibited by law or otherwise ineffective will be ineffective only to the extent of such prohibition or ineffectiveness and will be severable without invalidating or otherwise affecting the remaining provisions of the Agreement.
- 18.5 This Agreement may be signed in counterparts, each of which when taken together, will constitute an original Agreement.
- 18.6 The parties hereby declare that nothing in this Agreement shall be construed as creating a partnership, or a joint venture or an agency between the Minister and the Company. The Company must not represent itself as an agent or representative of Canada to anyone.
- 18.7 This Agreement constitutes the entire agreement between the parties and supersedes all previous agreements, negotiations, arrangement, engagement or understandings, oral or written.
- 18.8 This Agreement shall be governed, construed and interpreted in accordance with the laws and regulations of Canada and the province or territory in which the Company's head office is located.

If the Company has no presence in Canada, this Agreement shall be governed, construed and interpreted in accordance with the laws and regulations of Canada and Ontario.

- 18.9 The Company shall not perform examination services prior to the execution of this Agreement, while its designation is suspended or after its designation has been revoked.
- 18.10 The Company represents and warrants that it is duly incorporated or formed under Canadian law and validly existing and in good standing and has the power and authority to carry on its business, to hold property and to enter into this Agreement and undertakes to take all necessary action to maintain itself in good standing and to preserve its legal capacity.
- 18.11 The Company warrants that it is under no obligation or prohibition, nor is it subject to or threatened by any actions, suits or proceedings that could or would prevent compliance with the Agreement. The Company shall advise the Minister forthwith of any such occurrence during the term of the Agreement.
- 18.12 The Company warrants and certifies that its recognized technicians named in Schedule A are its employees at common law.
- 18.13 The Company certifies that neither the Company nor any of its recognized technicians have been convicted of an offence, for which a pardon has not been granted, that could compromise the integrity, reliability or capacity of the Company or its recognized technicians to carry out an examination or any of its obligations under this Agreement.
- 18.14 (For use where English agreements are used for Quebec companies.)
Les parties aux présentes confirment que c'est selon leur volonté que cette convention de même que tous les documents, y compris les avis s'y rattachant, soient rédigés en anglais seulement.
The parties hereto confirm that it is their wish that this Agreement as well as all other documents relating thereto, including notices, have been and will be drawn up in English only.

In witness whereof the parties have signed this Agreement on the dates below.

Her Majesty the Queen in Right of Canada,
As represented by the Minister of Industry

Per: Sonia Roussy, Vice-President

Date: _____

For the Company, as duly authorized representative:

Per: Top Manager, Title

Date: _____

I have the authority to bind the Company.

Schedule A

Full legal name of the organization
Civic address, city, province, postal code

Organizational scope

Restricted to:			
Characteristics:			
Device type	Device sub-type	Product type	Physical standard type

Recognized technicians

Name:		Number:	
Point of service:		Reporting location:	
Device type	Device sub-type	Product type	Physical standard type

Name:		Number:	
Point of service:		Reporting location:	
Device type	Device sub-type	Product type	Physical standard type

Recognized technicians named in this Schedule A are authorized to examine devices at any location in Canada unless otherwise specified in this schedule.

Schedule B

Full legal name of the organization
Civic address, city, province, postal code

Criteria for the Accreditation of Organizations to Perform Inspections Pursuant to the Electricity and Gas Inspection Act and the Weights and Measures Act (S-A-01)

(as published on Measurement Canada's Internet site)

Schedule C

Full legal name of the organization
Civic address, city, province, postal code

**Examination (inspection) sticker, seals and examination marks used by the Company
(samples are not actual size)**

Examination (inspection) sticker	Seal of a sticker type
As described in Appendix 3 of the Criteria for the Accreditation of Organizations to Perform Inspections Pursuant to the Electricity and Gas Inspection Act and the Weights and Measures Act (S-A-01)	
Examination mark sticker	Seal of a non-sticker type
Examination mark	