

Product certification agreement

To be filled by the client

Type of client	<input type="checkbox"/>	New client	<input type="checkbox"/>	Existing client
Request for	<input type="checkbox"/>	New Certification Request	<input type="checkbox"/>	Removal of product from the present certification
	<input type="checkbox"/>	Extending the certification	<input type="checkbox"/>	Renewal certification
	<input type="checkbox"/>	MolAT (UAE)	<input type="checkbox"/>	SASO (KSA)

Information of applicant

Name of applicant	
Address of applicant	
Name and function of the person acting as contact and authorized to sign on behalf of the applicant	
Business address and contact details	
Role of the applicant organization (Manufacturer, Trader, Importer, etc.)	
Email	

General terms and conditions

1. This agreement is made between **CCIC MIDDLE EAST FZE**, and the company or organization (the "client").
2. **Scope of Agreement**
 - 2.1 **CCIC** agrees to provide the client with the service for the location(s) and the scope as detailed in the price quotation. The client agrees to the provisions of this Agreement and all attachments.
 - 2.2 In order that **CCIC** may provide the service, the client agrees to supply **CCIC** with all the necessary information about their facilities.
 - 2.3 Client-requested service visit dates must be confirmed with **CCIC** in writing after receipt of the signed contract.
 - 2.4 Unless agreed to in writing, nothing expressed or implied between the client and **CCIC MIDDLE EAST FZE** personnel is considered binding.
 - 2.5 **CCIC** retains or maintain the list of certificates of conformity issued, suspended, and withdrawn. The information includes details like name, address, and scope of the certificate of conformity and certification validity.
 - 2.6 **CCIC** will provide its clients with any changes that may take place to its certification requirements and the same will be verified by **CCIC** for all its clients for compliance.
 - 2.7 Client is to inform **CCIC** of any changes that may affect the capability of the certified products to continue to fulfill the requirements of the normative standard used for certification as per the defined certification scheme e.g. Changes related to legal, commercial, and organizational status of ownership, organization and management, address and sites, scope of operations under certified products, major changes to certified products and processes.
3. **Terms of payment**
 - 3.1 Fees quoted in the commercial contract/Invoice document will remain fixed for a period of one year from the date of signing the letter or validity of the certificate of conformity, whichever is earlier. All fees quoted are exclusive of taxes, travel and sojourn.
 - 3.2 The client agrees to pay fees as evaluation services are rendered. The invoice will be presented (with company account details) at the beginning of the evaluation and/or assessment and is expected to be paid before the team leaves the site. The maximum rate permitted by applicable UAE for MoIAT and KSA for SASO laws, whichever is greater. In the event that the fees are not paid within the agreed time frame, **CCIC** may terminate this agreement with five days' notice and will not be liable for any resulting loss, cost, or expense and the certificate of conformity shall be deemed canceled.
 - 3.3 Fees for special purpose visits e.g. to verify implementation of corrective actions, on receipt of customer complaints, changes / revisions in the certified products, which the client has reported as having an effect on the registration, change in address, scope of the certified products, changes / revision in certified normative standard etc. are not included in the fees quoted. This may include additional evaluation and/or assessment time and will be invoiced to the client at rates in effect at the time of the visit.
 - 3.4 Certificate of conformity shall be issued only on clearance of all payments. The client agrees to reimburse **CCIC** for the following as incurred:
 - a) Expenses which generally include travel, meals, car rental, visa charges, local travel, lodging and travel time.
 - b) ~~An administrative fee (covering report preparation, cost of one certificate of conformity per~~

registered site, telephone, fax, etc.) as specified in the price contract will be charged.

- c) Client changes made to the certificate of conformity after the client's initial approval will be charged as per MoIAT guidance. In case an additional visit to client premises is required to verify the changes after the initial approval will be charged at the prevailing man-day rate.

4. Termination

- 4.1 This agreement shall be valid up to the expiry of the certificate of conformity issued against this agreement.
- 4.2 Either party may terminate this agreement by written notice to the other, at least three months prior to the next scheduled service assignment date;
- a) if the other party is in material breach of this agreement and such breach remains uncured five days after receipt of written notice thereof;
- b) if the other party (i) files for voluntary petition in bankruptcy or an involuntary petition in bankruptcy is filed against such other party and such involuntary petition is not dismissed within 30 days from the date of the filing thereof, (ii) is unable or admits in writing an inability to pay its debts as they come due, (iii) makes a general assignment for the benefit of its creditors, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.
- 4.3 This agreement shall be terminated if payments due to **CCIC** are not settled within 60 days from the invoice date or as payment terms agreed mutually.
- 4.4 This agreement can also be terminated if the certified client has failed to meet the requirements of the Rules for Certification and Certification scheme.
- 4.5 If this agreement is terminated, the certificate of conformity shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect.

5. Liability

- 5.1 **CCIC** or its personnel shall not have any liability to the client for any claim, loss, damage, or expense resulting from, relating to, or arising out of **CCIC's** performance of the service except to the extent resulting from the negligence or willful misconduct of **CCIC** or its personnel. In the event of any claim, loss, damage, or expense incurred by the client as a result of the negligence or willful misconduct of **CCIC** or its personnel in the performance of the service, **CCIC's** maximum liability to the client shall be limited to the amount of the fees paid to **CCIC** for the service under this agreement.

6. Force majeure

- 6.1 **CCIC** shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control that could not be reasonably foreseen.

7. Law

- 7.1 The contract to which this agreement applies is governed by the laws of UAE for MoIAT /KSA for SASO, and the parties submit to the jurisdiction of the courts of for UAE for MoIAT / KSA for SASO, and all notices and proceedings served will be deemed to be duly served if sent by pre-paid registered mail to the address of the party.

8. Indemnity

- 8.1 The client will indemnify and hold harmless **CCIC** and its personnel from and against any and all liabilities, damages, claims, losses, costs, and expenses (including reasonable attorney's fees) resulting from, breach of agreement or resulting from, relating to, or arising out of the misuse or alleged misuse by the client of any registration, certificate of conformity, logo or mark of conformity provided by **CCIC** under this agreement.

9. Confidentiality

- 9.1 Except as required by law and the relevant accreditation authorities, **CCIC** will treat as strictly confidential and will not disclose to any third party without prior written consent of the client, any information which comes into the possession of **CCIC** or its employees in the course of providing the service.

Rules for Certification

1. The client facilities specified in this agreement must have effectively implemented and documented all requirements for certified products, which comply with the standard as specified in this agreement.
2. The client has to fulfill the certification requirements continually, including implementing appropriate changes when they are communicated by the **CCIC**.
3. The client has to ensure that all the product-related requirements apply to ongoing production, and that the certified product continues to fulfill the product requirements.
4. The client has to make all necessary arrangements for;
 - a) conducting of the evaluation and surveillance, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors.
 - b) investigation of complaints.
 - c) the participation of observers, if applicable.
5. The client makes claims regarding certification consistent with the scope of certification.
6. The client does not use its product certification in such a manner as to bring the **CCIC** into disrepute and does not make any statement regarding its product certification that the **CCIC** may be considered misleading or unauthorized;
7. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
8. If the client has provided copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

9. The client has to comply with the requirements of this agreement or Certification scheme that refers to its product certification in communication media such as documents, brochures, or advertising.
10. The client has to keep a record of all complaints made known to it relating to compliance with certification requirements and make these records available to the **CCIC** when requested, and to ensure that the client has;
 - a) taken appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - b) documented the actions taken;
11. The client has to inform the **CCIC**, without delay, of changes that may affect its ability to conform with the certification requirements.
12. All records pertaining to the certified products must be made available to authorized **CCIC** personnel including records of external complaints and remedial actions taken.
13. Access to all business and production areas must be made available to authorized **CCIC** personnel to ensure an effective and efficient evaluation and/or assessment including all documentation relating to the certified products for which evaluation is being undertaken.
14. For any certified products the client must comply with the certification scheme requirements, mandatory legal or regulatory requirements, and statutory requirements which apply to the client's facilities, production processes, or services. The client must maintain a register of regulatory requirements that are applicable to the products and shall comply with the same. In the event of the client (organization) conducting a violation of the legal/regulatory/statutory requirement, the client will inform **CCIC** on its own, proactively and voluntarily. In case a violation of legal/regulatory/statutory requirements is observed during the course of evaluation and/or assessment, the evaluation and/or assessment team will notify the client's management of the violation. The client shall ensure and provide evidence to **CCIC** that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.
15. All significant changes to the client's organization, facilities, products, or services that may affect the certification or compliance to the evaluated and/or assessed standard must be communicated to **CCIC**. This may require **CCIC** to undertake further evaluation and/or assessment to review the impact of these changes on the certification as well as on the product.
16. The frequency and duration of surveillance visits(for EQM for MoIAT / Type 3 for SASO) may be increased if a significant number of non-conformances or complaints are reported. The additional time (if any) shall be charged at the prevailing rates.
17. Currently certified products held by the client must be produced and made available to authorized **CCIC** personnel at each visit (for EQM for MoIAT / Type 3 for SASO).
18. Appeals/complaints against any decision taken by **CCIC** regarding the client's certification are covered by a documented appeals procedure, and complaints procedure which is available on the **CCIC** website(www.ccicae.com).
19. The client must inform **CCIC** of any significant non-conformances of which they are aware, through internal evaluation and/or assessment or other means. The client is responsible for the adoption of sound policies to maintain the reliability of their certified products. It should be understood that **CCIC** is assessing the products and is not in any way certifying the effectiveness of the system of the client.
20. If the client's certified products are registered by **CCIC**, the client is entitled to use the mark of **CCIC** in conjunction with the appropriate accreditation body logo subject to the logo conditions. The client agrees not to misrepresent the Certification by **CCIC**, nor to modify or alter the

certificate of conformity in any way, including **CCIC**'s logo. The client also agrees to meet the requirements as stated in the policy on the use of the certificate, marks of conformity (E/SYS/01), which is sent along with the certificate of conformity. These requirements will be verified at the time of the subsequent evaluation and/or assessments.

21. If the client fails to maintain compliance with the requirements for certification, certification may be suspended or withdrawn at the discretion of **CCIC**. A copy of the suspension and cancellation procedure is available on the **CCIC** Website. Upon suspension or cancellation of the certification the client will discontinue all advertising matter and stationery that contain any reference to the certification and on cancellation, will return all the certificates of conformity including the **CCIC** and accreditation body logo material.
22. The client shall initiate actions against the issues raised by **CCIC** for suspending the certification. He shall submit the evidence for actions taken to close out all the issues raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal/deregistration/cancellation of certification.
23. **CCIC** cannot guarantee the same Technical evaluator / Auditor for subsequent visits. The client can request in writing for a change of Technical evaluator /Auditor team with appropriate reasons.
24. Only the products for which it has received certification may the client state that it is certified.
25. **CCIC** will inform in advance of outsourcing activities and proceed only after the clients confirmation, in order to provide the client with an opportunity to object
26. **CCIC**'s Certification activities will not be marketed or offered as linked with the activities of an organization that provides consultancy.

Certification Process

1. Introduction

These rules have been prepared against the criteria for competence set out in (2) below. The Scope of Accreditation issued by the Accreditation body is an acknowledgment that **CCIC** has the necessary expertise and ability to manage evaluation and/or assessments in those particular sectors. Details of all accredited scopes held are available on request to **CCIC** and are detailed in the certification scheme

Certification of certified products is not a statement by the **CCIC** guaranteeing that the subsequent product actually meets specified requirements. Certification does not imply a view on the quality of subsequent products manufactured by the manufacturer.

2. Scope

CCIC undertakes the evaluation and/or assessment and certification of products manufactured by companies to the respective certified normative standards applied for. The client must agree to supply all necessary information to **CCIC**. **CCIC** may refuse to provide the service of evaluation and/or assessment, and certification of products in case client business is out of accreditation scopes held by **CCIC**, non-availability of competent staff with **CCIC**, commercial reasons, reputation of the client. The reason for refusing to provide the evaluation and/or assessment and certification of products operated by companies to the respective certified normative standards applied will be documented and communicated to the client.

3. Personnel

CCIC undertakes to provide suitably qualified personnel for all evaluation and/or assessment

and surveillance work using their own staff or suitable qualified subcontractors(for testing

All members of **CCIC** (full-time employees or sub-contractors) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises.

The client has the right to object to any Technical evaluator / Auditor if he perceives a conflict with his interest, the client can raise his objection to the Management Representative, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed in case of no conflict is perceived.

4. **Product certification agreement**

On receiving the duly signed agreement, and upon acceptance, the Certification Manager will allocate a suitable evaluation and/or assessment team who will then carry out the evaluation and/or assessment in line with **CCIC**'s procedures.

CCIC shall not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organization were used.

5. **Surveillance**

For Emirates Quality Mark (EQM) Certification for MoIAT UAE and Type 3 Certification for SASO KSA, to maintain annual registration, surveillance visits will be carried out at the client's premises (announced visits) after 12 months (which means two surveillance evaluations in a cycle of 3 years). If areas of concern are identified, more visits may be carried out at the discretion of the Certification Manager. The client agrees to meet the extra costs relating to such increased surveillance. Any changes to scope, such as type of product, normative references, etc. must be communicated to **CCIC**.

The Surveillance evaluation and/or assessment needs to be conducted within 12 months from the date of the last assessment and the time duration between two successive evaluations and/or assessments in a cycle shall not cross 12 months. Failure to comply with this will lead to a certificate of conformity suspension and further to withdrawal and client deregistration.

6. **Extension to the scope of registration**

This may be applied in the same way as the initial evaluation and/or assessment, indicating the increased scope of registration being required. Evaluation and/or assessment will be carried out in the areas not previously evaluated. If successful, a new certificate of conformity indicating the new full scope will be issued by **CCIC**. There will be a charge for extensions to the scope and re-issue of the certificate of conformity. The future surveillance days will be accordingly amended.

7. **Reduction in scope of Certificate of conformity issued**

CCIC shall wherever applicable reduce the scope of certification, if during the time of routine surveillance evaluation and/or assessments or Renewal evaluation and/or assessments it finds that the certified client has continually / seriously failed to meet the certification requirements for those parts of the scope of certification. The reduction in scope will be approved by the Head of the Certification Committee.

8. **Publicity**

Once a certificate of conformity has been issued, the client has the right to publish the fact. The relevant logos can be used on its stationery relating only to the evaluated scope of registration and the relevant part of the standard. All conditions of the policy on the use of certificates and marks of conformity (E/SYS/01) issued along with the certificate of conformity will need to be followed.

9. **Certificate of conformity Misuse**

CCIC will take all reasonable precautions to see that there is no misuse of their certificate of conformity in client advertising etc. The client undertakes to use certification marks as appropriate to its evaluated scope of registration and relevant standards.

10. Suspension

CCIC shall initiate the suspension process based on the following reasons:

- Effective corrective action for the nonconformance is not implemented within a specified time period (03 months or an appropriate time period to be decided by the certification committee based on the corrective action level from the date of nonconformance issued).
- Improper or misuse of the certificate of conformity, symbol, or logo not remedied to the satisfaction of **CCIC**.
- Client's certified products have persistently failed to meet any of the requirements for certification including requirements for the effectiveness of the certified products.
- Client fails to meet financial obligations to **CCIC**.
- Client is unable or unwilling to ensure conformance to revisions of standards.
- Existence of a serious complaint, or a large number of second or third-party complaints, which indicate that the certified products are not being maintained.
- The client does not allow routine surveillance/renewal to be conducted at the required frequency (for EQM for MoIAT / Type 3 for SASO) .
- The client does not comply with the deadlines set by **CCIC** to upgrade to the latest revision of normative standards for the products certified.
- Client voluntarily requests for suspension.
- During the period of suspension the client shall not advertise or promote their certification mark.

The Suspension period will be for a maximum period of three months or an appropriate time period to be decided by the certification committee based on the corrective action level. After which the certificate of conformity will be withdrawn if the conditions for placing the certificate of conformity under suspension are not met. If the conditions for suspension are met then the certificate of conformity will be restored.

11. Withdrawal / Cancellation

CCIC shall Withdraw or cancel the certificate of conformity on the following grounds:

- The client fails to take effective corrective action within three months or an appropriate time period to be decided by the certification committee based on the corrective action level of suspension for any of the reasons given above.
- Client makes a formal request to withdraw certification.
- Infringement by the client of any contractual conditions between the client and **CCIC**.
- In case a client has a certification to multiple standards, based on the reason for suspension/withdrawal, the Certification Manager of **CCIC** will decide the impact of the continuation of certification of other standards not affected by suspension / withdrawal and re-issue the relevant certificate of conformity in case of withdrawal.

12. Changes in the standard

Any changes in the normative standard against which the product is certified must be implemented within a period of 1 year after changes in the standard.

13. Appeals Procedure

If for any reason a client is not in agreement with the Technical Evaluator/ Auditor's verdict after an evaluation and/or assessment, renewal, or a surveillance visit, including suspension or withdrawal of a certificate of conformity, he/she is at liberty to lodge a written appeal with the General Manager or Management Representative of CCIC. All appeals will be assigned to the respective personnels outside of the Certification Department. The assigned personnel will hear evidence from the client's representative and the relevant Technical evaluator / Auditor as well as the decision of the Approver. The decision of an appeal is final and binding on both the client and CCIC. No counterclaims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

The actions in response to a complaint and appeal will be recorded by the General Manager or Management Representative and will be held under confidentiality and communicated to the respective appellant/complainant.

Appeals will be handled as per the appeals handling procedure.

14. Complaints against CCIC personnel

If a client or anyone has a complaint regarding any employee of CCIC, this should be sent in writing to the General Manager or Management Representative of CCIC MIDDLE EAST FZE. If the complaint involves the General Manager or Management Representative, then the complaint is to be addressed to the Board of Directors of CCIC. The complaint shall be handled as per CCIC's defined complaint handling process.

We hereby declare that the information given above is true to per best of my knowledge and we are bound to follow the Rules of Certification and all other terms and conditions given in this contract as well as the use of certificate and marks (E/SYS/01). We also hereby agreed to return the certificate in case, it is decided to withdraw due to any reason. We are bound to timely completion of announced surveillance. However we also agree on unannounced surveillance any time by **CCIC**.

Name, designation and signature of the authorized person with seal