

# CERTIFICATION AGREEMENT WITH CLIENT

## **CERTIFICATION AGREEMENT**

### **1.0 GENERAL**

Peers Quality Assurance Limited (hereafter called as “CPPSI”) offers services to its prospective and existing clients covering audit and certification against an appropriate recognized specification.

To achieve and preserve certification, CPPSI clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to CPPSI to audit these management systems. The client organization, not CPPSI, has the responsibility for conformity with the requirements for certification.

The certification awarded by CPPSI covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the client’s management system(s) certified by CPPSI. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify CPPSI from all defects, claims or liability arising from said products / services.

The certification issued does not exempt the clients from their legal obligations in respect of the services or products in the scope of their management system(s).

### **2.0 DEFINITIONS**

- **CPPSI**

CPPSI is an independent third party certification body bearing a legal status (registered in Department of Economic Development, Abu Dhabi, and U.A.E.) and providing certification services for Management Systems, herein referred to as “CPPSI”.

- **CLIENT**

An applicant organization applying to CPPSI by providing Application for Certification and subsequent signing of Certification Agreement for Management System Certification.

### **3.0 REGISTRATION PROCESS**

On receipt of an enquiry, application for Certification is required to be completed by the applicant company. Based on the information provided in this application, a detailed proposal is submitted for client’s consideration and acceptance.

On confirmation of acceptance of proposal, client is required to sign Certification Agreement to commence the process of certification/recertification.

### **4.0 SCOPE OF CERTIFICATION**

Scope of certification activities as mentioned in Application for Certification: CPPSI/FM/Application for Certification/2/07 [0], shall be taken as reference by CPPSI. Decision on final scope shall be at the discretion of CPPSI including the decision on sites that shall be covered by the scope of certification.

### **5.0 CERTIFICATION PROCESS**

To provide a general guide for certification process, outlined below are the key stages of the certification process.

#### **5.1 STAGE 1 AUDIT (INITIAL AUDIT)**

CPPSI will perform an on-site stage 1 audit, also called ‘Initial Audit’ of the client’s management system(s). The purpose of the stage 1 audit is to assess the readiness of the management system for stage 2 audit, also called as ‘Certification Audit’ and to plan for the Certification Audit. It is necessary that at the time of initial audit, the requirements for certification be met.

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Stage 1 audit will cover validation of scope of management system and certification, design of management system, document review, applicable legal and other requirements, review of internal audit and management review process. Client's location and site-specific conditions shall also be evaluated to allocate the resources required for stage 2 audit.

CPPSI audit team will discuss any nonconformities and observations for improvement when they are identified during the audit. Audit report containing details of non-conformities/observations raised during stage 1 audit shall be issued to client and appropriate corrective actions are required to be taken before commencing stage 2 audit.

### **5.2 STAGE 2 AUDIT (CERTIFICATION AUDIT)**

The purpose of Certification Audit is to evaluate implementation, maintenance and effectiveness of the management system. The Certification Audit shall be conducted no later than 1 month from stage 1 audit.

CPPSI audit team will conduct a full-scale stage 2 audit to assess conformity to the requirements of the applicable standard. Audit report categorizing any non-conformities or weaknesses in the implementation of the documented systems is issued. The client is required to submit proposed corrective action plan and where required objective evidences addressing the non-conformities no later than 1 month from the last day of stage 2 audit.

### **5.3 RECOMMENDATION / DECISION FOR ISSUANCE OF CERTIFICATE**

Lead Auditor shall only give his recommendations. The Certification Manager shall have the final authority regarding issuing a certificate.

### **5.4 SUPPLEMENTARY AUDIT**

When major non-conformity or major changes occur, CPPSI undertakes a 'Supplementary Audit', which is charged at CPPSI's current man day rates.

## **6.0 The CERTIFICATE AND USE OF LOGO**

The CPPSI logo is the property of CPPSI and cannot be misused; CPPSI will audit the use of logo at subsequent surveillance visits.

The client agrees to comply with the requirements of CPPSI norms for referring to certification logo and accreditation body logo respectively. The basic principle in these norms is that the certification status should not be used in any manner to mislead the customers or other stakeholders that the product and/or services are certified. The client shall not make incorrect references to certification status or misleading use of certification documents, marks or audit reports. In the event of suspension/withdrawal of certification, the client shall discontinue all uses of references to certification including those in advertisements, stationery etc.

- (1) The validity of the certificate begins with the date, the certificate is issued and ends on the date as mentioned on the certificate. This assumes that semi-annual or annual surveillance audits based on the certificate date be performed with a positive result. In justified cases, a surveillance audit can also be necessary at short notice. The necessity shall be determined at the discretion of the certification body.
- (2) Approval for use of the logo shall apply solely for the certified business of the company of the customer. The use of the logo/mark for any other part of the customer's business shall not be permitted.

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- (3) The mark must be easily legible and clearly visible. The customer shall not be entitled to make any change(s) to the certificate and the logo. The certificate and logo may not be used in a misleading fashion for the purposes of advertising.
- (4) The test mark may be used solely by the customer and only in immediate connection with the company name or mark. It shall not be affixed to the customer's products (which includes laboratory test, calibration or inspection reports which are deemed as products) or used in relation to products and/or procedures of the customer. Use of the logo and certificate shall be limited to the customer and may not be transferred by the customer to third party (ies) or legal successors without the permission of the certification body. If a transfer is desired, a corresponding application must be made. A new audit must be performed, if necessary.
- (5) Should claims be made against the certification body according to the principles of product liability due to use of the logo/mark and/or certificate by the customer contrary to the contract, the customer shall be obliged to indemnify the certification body for all claims from third parties. The same shall apply for all cases in which the certification body is subject to claims made by third parties due to advertising statements or other behavior of the customer.
- (6) The customer must ensure that the logo/mark and certificate are only used in competition in such a way that in advertising a statement compliant with the certification is made concerning the business of the customer. The customer must also ensure that the impression does not arise within the framework of competition that the certification by the certification body is an inspection by an official body.
- (7) The customer shall have the non-transferable right, limited to the term of the contract, to use the logo/mark and certificate in accordance with the above-mentioned points.

### **7.0 Cessation of the right of use**

- (1) The right of the customer to use the logo and certificate shall cease with immediate effect, Without requiring notice of termination, if
  - The customer does not immediately apprise the certification body of any change(s) to the circumstances of business that are decisive for the certification.
  - The logo/mark and/or certificate is used in a manner in contravention of clause 6.0 2) of this document.
  - The results of the surveillance audit no longer justify maintaining the certificate.
  - Insolvency proceedings are instituted against the assets of the customer or an application for insolvency proceedings is rejected due to lack of assets.
- (2) Surveillance audits cannot be carried out for reasons caused by the customer.
- (3) Disputes arise concerning the logo/mark in the area of competition law or intellectual property rights. Furthermore, CPPSI and the customer shall have the right to terminate the contractual relationship with immediate effect if the customer is legally prohibited from using the logo/mark and/or certificate.
- (4) The certification body shall have the right, if one or more of the reasons listed above occur, to withdraw the certificate.
- (5) In the event of cessation of the right of use, the customer undertakes to return the certificate to the certification body.

### **8.0 CERTIFICATION MAINTENANCE**

CPPSI shall conduct surveillance audits at agreed frequencies with client in order to assess whether the client's certification is found to be maintained in accordance with the requirements of the standard.

Certification remains valid in case of:

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- Maintaining an effective management system conforming to relevant management system standard
- All surveillance/re-certifications getting conducted as per schedule
- All corrective actions getting resolved in case of a major nonconformity or complaint in stipulated time frame, subject to the satisfaction of the Lead Auditor
- Any major change(s) in the organization/management system is handled satisfactorily and promptly communicated to CPPSI
- All the fees payable to CPPSI paid on time

### **9.0 NOTICE OF CHANGES BY CPPSI**

CPPSI shall give its certified clients due notice of any changes to its requirements for certification. CPPSI shall verify that each certified client complies with the new requirements.

Further, CPPSI is responsible to inform, in advance (wherever known), any major changes related to accreditation or any other matter that may affect the certification status of a certified client.

Moreover, CPPSI will apprise its client in advance in writing about making any information public that is considered confidential otherwise.

### **10.0 NOTICE OF CHANGES BY A CLIENT**

The client is required to inform CPPSI promptly of any significant changes to its product(s) or services that affect the certified management system(s) or any other circumstances, which may affect the validity of its certification, including the following:

- The legal, commercial, organizational status or ownership
- Organization and management (e.g. Key managerial, decision-making or technical staff)
- Contact address and sites
- Scope of operations under the certified management system
- Major changes to the management system and processes

CPPSI will then take the appropriate action, such as, conducting a special visit and/or changing the certification.

### **11.0 VALIDITY & RENEWAL OF CERTIFICATE**

Certificate(s) issued by CPPSI are valid for a period of 3 years from the date of issue subject to successful periodic surveillance audits.

Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate and re-certification audit must be completed within the validity period including the time required and foreseen for completing the corrective actions on the non-conformities and taking appropriate Certification Decision.

If necessary, CPPSI may have to conduct audits at short notice to investigate complaints, or in response to changes or as follow up on suspensions/withdrawals. In such cases, advance intimation will not be given to the clients.

### **12.0 SUSPENSION, WITHDRAWAL AND SCOPE REDUCTION OF CERTIFICATE**

#### **SUSPENSION**

Conditions under which client's management system certification is temporarily considered invalid for a maximum period of 6 months and client shall discontinue its use in all marketing material that contains reference to a certification status

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### **WITHDRAWAL**

Conditions under which the certificate is considered invalid and client shall discontinue its use in all marketing material that contain reference to a certification status

### **SCOPE REDUCTION**

Conditions under which some parts of the client's scope of certification is excluded and a revised Certificate of compliance is issued

CPPSI shall suspend client certification for a maximum period of 6 months in the event of following circumstances:

- Client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system
- Certified client does not allow surveillance or recertification audits to be conducted at the required frequencies
- Certified client has voluntarily requested a suspension
- Client is unable to take corrective action for complaints from interested parties including regulatory authorities
- Failure to pay fees

Suspension letter shall clearly indicate the requirement to refrain from further promotion of certification. Certification status of the client shall be made publicly accessible and CPPSI shall take any other measures, which are deemed appropriate.

Failure to resolve the issues that have resulted in the suspension for no more than 6 months shall result in withdrawal of certification. On taking a decision for withdrawal, withdrawal notification is forwarded to the client clearly indicating the need to discontinue its use on all marketing material that contains any reference to a certified status.

Further, in case of any adverse use of promotion of certification status by a withdrawn client becomes known to CPPSI, legal action as per law of land shall be initiated.

### **13.0 ACCESS TO PERSONNEL**

The client shall allow CPPSI's accreditation body or their representative(s), unconditional access to any part of the audit or surveillance process for witnessing the certification body audit team performing the audit of the Management System. The client will not have the right within this contract to refuse such a request either by the accreditation body, its representative(s) or CPPSI.

Furthermore, the client shall allow unconditional access to CPPSI or Accreditation Body for any unplanned / surprise visits with or without prior intimation to the client.

Client shall accommodate the presence of any observers, trainee auditors and audit team members as necessary to perform the audit or meet the accreditation requirements. Any reservations about such arrangements shall be informed to CPPSI with sufficient notice to make alternate arrangements.

### **14.0 RIGHTS & OBLIGATIONS OF THE CLIENT**

- To ask for auditors' background (CV) before the audit and to refuse any team member or team leader with justifiable reasons, if necessary
- To plan audit of processes and their timing / schedule to their convenience (with valid reasons)

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- To provide accurate information on manpower and adhere to the manday requirements as per the applicable standards
- To provide CPPSI office sufficient lead time to plan the audit activities as per norms
- To maintain the management system at least for three months post implementation and perform at least one cycle of internal audit and Management review before the stage 1 audit
- To proactively plan with local CPPSI office for the surveillance audit before the scheduled date
- Use the Certification/Accreditation body Logos as per guidelines provided
- To be transparent in demonstrating compliance to all the applicable statutory/regulatory requirements
- To proactively inform CPPSI office of any external finding by regulatory bodies or customers

### **15.0 APPEALS, DISPUTES AND COMPLAINTS**

Should the client wish to complaint/appeal against or dispute the decisions of CPPSI, it should do so in accordance with the CPPSI complaint/appeals procedure.

### **16.0 TERMS AND CONDITIONS**

These terms and conditions constitute the sole obligations undertaken by CPPSI, and the sole rights and remedies of the client, to the exclusion of all other representations, statements, terms, conditions whether expressed or implied.

The client hereby covenants with CPPSI that it will at all times during the subsistence of the Certification Agreement comply with all requirements necessary for the issuance and continuity of the Certificate.

The client hereby covenants the completeness and accuracy of all documents and accuracy of all information supplied to CPPSI for the purpose of this Certification Agreement.

### **17.0 CONFIDENTIALITY**

Except as may be required by Law, CPPSI and the client will treat as strictly confidential all information and will not disclose to any third party without prior written consent of each other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement. CPPSI shall, however, make some basic information about the sites and scope publicly accessible (like company name, geographical location, certification standard, issue date, expiry date, scope, EA code(s), certification status, etc.).

Any information about the client from sources other than the client (e.g. Complainant, regulators) shall be treated as confidential.

To gain or maintain confidence in certification, CPPSI shall provide appropriate access to, or disclosure of, non-confidential information about the conclusions of specific audits (e.g. audits in response to complaints) to specific interested parties.

### **18.0 Special Audit**

can by response to an application for extension to the scope of a certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not the extension may be granted. This may be conducted in conjunction with a surveillance audit.

It may be necessary for Community Policing and Police Science Institute to conduct audits of certified clients at short notice to investigate complaints, or in response to changes communicated by the client

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as part of the legally enforceable agreement, or as follow up on suspended clients. In such cases Quality Manager shall

- describe and make known in advance to the certified clients, the conditions under which these short notice visits are to be conducted, and
- Exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.

it may be required by the CPPSI accreditation body to visit any CPPSI clients for witness an audit for CPPSI performance monitoring

### **19.0 DEFAULT TERMINATION OF AGREEMENT**

If either party goes into liquidation or ceases to operate, whether in whole or in part, this Agreement is deemed terminated.

### **20.0 FORCE MAJEURE**

CPPSI shall not be liable in any respect should it be prevented from discharging such obligations because of any matter beyond its control which could not be reasonably foreseen.

### **21.0 LIABILITY**

Except in the case of gross negligence on the part of CPPSI or its employees, or its business associates, CPPSI shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its audit, certification or other services.

In the case of negligence as previously mentioned, the limit of any loss, damage or otherwise for which CPPSI shall be liable will be limited to an amount not exceeding the maximum fee (if any) charged by CPPSI for the particular service in respect of which the negligence arose.

CPPSI shall not, under any circumstances whatsoever, be liable to the client for any matter arising out of the services in respect of Consequential Loss. The term Consequential Loss shall include any indirect or consequential loss, any loss of production, loss of profits, loss of revenue, loss of contract, loss of goodwill, and loss of use or liability under other agreements.

CPPSI shall not be responsible for any liabilities arising out of any sort of actions taken by any of its certified clients or to the public in general.

### **22.0 LAW**

This Certification Agreement is governed and shall be construed in accordance with laws prevailing in U.A.E and the parties submit to the exclusive jurisdiction of the U.A.E courts.

### **23.0 TERM OF THE CONTRACT**

This Contract shall be valid for the term of the Certificate, generally, for a term of 3 years. The contract shall then be extended for a further period of 3 years on mutual consent.

This Contract shall come into effect once signed by both the parties. In the event of termination by the client, CPPSI reserves the right to invoice for the services already provided and the annual fee and for the damages if the termination is not in accordance with this Contract.

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### 24.0 SIGNING OF CONTRACT

Signing of contract means validation and acceptance of CPPSI's proposal and related Certification Agreement Terms & Conditions.

<b>On behalf of CPPSI</b>	<b>On behalf of client</b>
<b>Name: Shad Hanief</b>	<b>Name:</b>
<b>Designation: CPPSI Certification manager</b>	<b>Designation:</b>
<b>Date:</b>	<b>Date:</b>
<b>Authorized seal and signature</b>	<b>Authorized seal and signature</b>

