

Contract agreement on certification services

It is on 202.. between each of the following:

First: ACQ FOR QUALITY & STANDARDIZATION CERTIFICATES ISSUING SERVICES L.L.C, represented in the contract by , located-in Dubai, UAE.(First party)

Second: The company/ , represented in the contract by Mr. / as the general manager of the company located at(Second party)

After the two parties acknowledged their legal capacity to contract, they agreed on the following:

Preface

1. Company (Second Party) intends to contract with the first party to evaluate its quality management system and grant the certificate for the system's conformity with the international standard specifications subject to agreement and according to the general conditions to be followed before and after granting.
2. **ACQ FOR QUALITY & STANDARDIZATION CERTIFICATES ISSUING SERVICES L.L.C (first party)** has the honor to fulfill the desire of the second party, and accordingly, the will of the two parties has met to conclude this contract according to the following clauses:

Clause no. 1 "general"

The previous preface and the technical and financial offer set forth in this contract are considered an integral part of this contract and complementary to its clauses.

Clause no. 2 "general requirements"

- ☐ Grants should be audited for the client management system based on the requirements of the applicable standards.
- ☐ The audit program includes an initial audit certification in two stages, a surveillance audit in the first and second year and a re-certification audit in the third year before the certificate expires.
- ☐ An audit plan is provided for each audit in the contract with the client.
- ☐ A documented report is provided for each audit.
- ☐ The second party must make all the necessary arrangements for all audits of initial certification / surveillance /re-certification and dealing with complaints.
- ☐ The second party must provide appropriate conditions to auditors (such as grant auditors or auditors under training).
- ☐ The client must comply with the granting requirements.
- ☐ The first party must maintain a list of its certified clients. The information of the list must be made public on the website, provided that the list is updated on a monthly basis.

Clause no. 3 “Contract Term”

This contract is valid for a period of three years from until It may be terminated by either party after an official notification to the other party for a period not less than ninety (90) days prior to the date of termination.

Clause no. 4 “Responsibilities of the first party”

This contract is an agreement between the first and second party through the authorized representative of the second party, and this is the commitment of the first party to grant the second party an ISO certificate, based on the commitment of the second party to implement the quality management system requirements related to the ISO standards subject of the agreement.

The 1st party shall inform the client (2nd party), in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.

certified client or individual shall not be disclosed to a third party without written consent of the certified client or individual concerned.

When the (1st party) is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the client (2nd party) from sources other than the client (e.g., complainant, regulators) shall be treated as confidential, consistent with the (1st party)'s policy.

The (1st party) shall provide information and update clients (2nd party) on the following:

a) a detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification.

b) the normative requirements for certification.

c) information about the fees for application, initial certification, and continuing certification.

d) the (1st party)'s requirements for clients (2nd party) to:

1) comply with certification requirements.

2) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints.

3) make provisions, where applicable, to accommodate the presence of observers (e.g., accreditation assessors or trainee auditor).

e) documents describing the rights and duties of certified clients, including requirements.

f) information on processes for handling complaints and appeals.

(1st party) shall give its certified clients due notice of any changes to its requirements for certification.

The (1st party) shall verify that each certified client complies with the new requirements.

(1st party) shall have legally enforceable arrangements to ensure that the certified client informs ACQ, without delay, of matters that may affect the capability of the MS to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to:

- a) the legal, commercial, organizational status or ownership.
- b) organization and management (e.g., key managerial, decision-making or technical staff).
- c) contact address and sites.
- d) scope of operations under the certified MS.
- e) major changes to the MS and processes.

(1st party) shall take action as appropriate.

F) in case the second party proved that a harm has happened to him due to a mistake in the certificate or delay in issuing the certificate then the first party is obligated to pay the client the same cost he would pay for the certificate.

Clause no. 5 “Responsibilities of the second party”

The second party is obligated to facilitate the access of the first party to all documents, information and facilities necessary to enable the first party to provide its services in this contract. The audit of the management system will be carried out according to the random sample plan prepared by the first party.

The second party subject to the audit must also:

- Adhering to the granting requirements, and making the necessary arrangements for audits of initial certification / surveillance /re- certification
- Comply with all requirements, signs and logos.
- Commitment to any notification of change in granting requirements and confirming compliance with the new requirements.
- Comply with all complaints and appeals procedures.

Clause no. 6 “Financial Dues”

Fees payable to the first party:

The fees payable to the first party will be (net amount 00,000 United Arab Emirates dirham (AED)) only thousand United Arab Emirates dirham (AED) only Without any deductions, in return for carrying out the audit of the management system for the second party (initial certification/ annual surveillance) and granting the company a certificate of conformity with the standard requirements subject of the agreement in the case of verification and approved by the Emirates International Accreditation Centre (EIAC) and it is paid as follows:

- The first installment value United Arab Emirates dirham (AED): is to be paid immediately upon signing the contract.
- The second installment value United Arab Emirates dirham (AED): is to be paid after the end of the grant review and before granting the certificate.
- The third installment value United Arab Emirates dirham (AED): is to be paid before the first annual surveillance audit.
- The fourth installment and its value United Arab Emirates dirham (AED): is to be paid before the second annual surveillance audit.

Clause no. 7 “Additional costs”

- The second party bears the actual cost of internal transfers/ travel, hosting and reception for the auditors and according to the need (the second party makes all these arrangements outside the United Arab Emirates).
- If an account is not paid or settled within 30 days from the date of the invoice, the first party has the right to:
 - a. Ignore this contract.
 - b. Not issuing a grant certificate.
 - c. Termination of this contract in writing with an explanation of the reasons.
- The second party shall be responsible for any expenses or costs related to the collection of any previous accounts receivable.
- The grant certificate is issued within 30 days from the date of audit and after payment of due invoices

Clause no. 8 “special visits”

Any fees for special visits (follow-up, change of address, expansion/ scope reduction or for any other reasons) to be paid at the main office of the second party, provided that separate claims or invoices are issued by the first party to the second party.

Clause no. 9 “Pre-grant conditions”

- The second party agrees to comply with the instructions and regulations of the ISO and the requirements for granting certification, and if the second party has more than one site, the contract must cover all the sites covered by the certification scope.
- Any approved auditor is entitled to attend the audit, and the auditor is allowed to attend the audit and allow the observer of the accreditation body (EIAC) to assess the efficiency of the first party auditor, and no additional expenses are paid to attend the audit or any logistical costs.
- The first party has the right to visit the second party at any time, even if the visit is not for the purpose of audit or surveillance, no fees will be paid.
- The second party shall submit all documents, including complaints and any related matters, if requested.
- The first party shall not be responsible for any losses resulting from the failure or delay in performing this contract if this results from a reason beyond its control, and the customer shall be responsible for complying with the applicable instructions and directives of the government or the country.
- The second party shall allow the auditors of the accreditation body to attend the audit conducted by the first party.
- The second party ensures that the auditors are aware of the security and health risks that may occur during the audits, and the second

party must provide them with the necessary protective equipment during the audit.

- The actual costs of travel and reception shall be paid.

Clause no. 10 "Post-grant conditions"

- The first party remains in possession of the conformity certificates until it is received by the second party.
- The second party has the right to use the logo in accordance with the policies and conditions of the first party, and the logo is not used during the period of suspension / withdrawal of the certificate.
- The second party has the right to request the temporary suspension/ withdrawal of the certificate, stating the reason.
- The first party has the right, depending on the conditions specified in the granting rules announced to the second party, to suspend or withdraw the certificate in the event that the second party is not conform with the standards without paying the fees and/ or costs paid by the second party, and the auditor's conclusion (in the case of a special visit) that the implementation of the standard requirements of the first party are not completed. The reasons for suspension must be addressed within 6 months, otherwise the certificate will be withdrawn. When the certificate is withdrawn, the second party must deliver the original grant certificate and any related documents to the first party.

- The second party is obligated to notify the first party of any change in the management system scope or a change that has occurred or a procedure whatsoever. The second party must notify the first party of any matters related to the occupational health and safety system related to any third party during the surveillance or re-certification audit.
- The audit process depends on sampling, and the first party will not be responsible for the client's failure to provide an effective documentary system.
- Complaints and Appeals: The second party has the right to issue a complaint or appeal, and the complaint must be in writing and an independent investigation is conducted by the first party, and the results of the complaint will be sent to the second party.

Clause no. 11 "Basic conditions"

- The second party guarantees and undertakes to conform with all requirements for the issuance of the grant certificate throughout the validity period of the contract, including (but without violating the relevant general conditions) the laws and regulations issued by any legal authority.
- As a prerequisite for the validity of the certificate issued by the first party, the second party agrees to the attendance of the first party's accreditation bodies for grant or surveillance audits, where auditors from these parties accompany the first party audit team if necessary.

- The second party guarantees the completeness and accuracy of all documents and information submitted to the first party for the purposes of implementing this contract.
- The second party confirms updating the information provided by it to the first party and notifying any change whatsoever.
- The first party must notify the second party before publishing any information about it to the public, only with his written consent.
- The first party is not entitled to disclose any information about the customer without the written permission of the customer, except for what is mentioned by the standard requirements.
- The first party shall have a logo that the second party is allowed to use with the certificate.
-  The second party does not use the logo with any reports to consider the reports products in this context.
- In the event of any change in the activity and operations of the second party, the first party shall make a reassessment of the validity and validity of the certificate.
- The second party must conform with the requirements of the first party when referring to grants in contacting the media in any possible way.
- The second party has no right to mislead the use of the certificate.
- In the event of suspension or withdrawal of the certificate, the second party must not use advertising materials that refer to granting according to the requirements of the first party.

- The second party must amend all advertising materials when the scope of certification changes.
- The second party should not use the information of granting its management system to imply that the first party has granted any product, service or process related to the second party.
- The second party is obligated not to announce that the certificate is valid for activities outside the scope of grants.
- The second party is obligated not to use the certificate in a way that endangers the reputation of the first party/ problems with any other party.
- The first party has the right to take the appropriate action against the second party's misuse of anything related to the first party. The first party's actions include a request for correction, taking corrective action, withdrawing certificates, publishing violations and lawsuits.
- The first party has the right to refuse to issue, suspend or cancel any certificate in the event of verification of non-continuity of compliance with the terms of the contract (such as non-compliance with regulatory requirements). In the event of cancellation, the name of the client shall be crossed out from the register of certified companies and this information shall be announced to the public and the client shall be notified after the lapse of (30 days) from the notification without the second party addressing these reasons.

Clause no. 12 “Disputes”

This contract is subject to the provisions of Egyptian laws, and in the event of any disputes, the Alexandria courts of all kinds and degrees are competent to consider it.

Any disputes arising between the two parties to this contract, other than the payment of the agreed expenses and costs required of the first party in exchange for its services, are dealt with according to the complaints and appeals procedures specified in the regulations for ratifications of quality systems approved for the first party and available on the website, before resorting to the judiciary.

If one of the parties breaches or violates any of the clauses contained in this contract or fails to fulfill its obligations from the implementation of any stage of this contract described above, contrary to the work plan, the other party shall notify the party who violated this by a registered letter with acknowledgment of receipt to invite him to carry out the works. If the other party continues not to carry out the works he was notified of within a maximum period of seven working days after the expiry of the aforementioned 72 hours without providing an acceptable excuse, the obligating party has the right to terminate. This agreement shall be made immediately without the need for any notification, with the settlement of accounts until the last implementation, and both parties have agreed to this.

Clause no. 13 “Addresses”

The two parties acknowledge the correctness of their address mentioned in this contract and that it is the address at which it is legal to address them, and each party is obligated to notify the other party by a registered letter with acknowledgment of receipt in the event of a change of address, otherwise it is valid to address him at the fixed address mentioned in this contract.

Clause no. 14 “Contract copies”

This contract has been drawn up in two original copies, in the hands of each party a copy to act upon when necessary.

First party:
Signature/

Second party:
Signature/

ACQ FOR QUALITY &
STANDARDIZATION CERTIFICATES
ISSUING SERVICES L.L.C General
Manager

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