

Approved by: MD Date: 27/07/2019 Revision: g	ASM QUALITY CERTIFICATION P. O. Box: 231014, Dubai, UAE	 ASM Quality Certification <small>Training, Auditing & Certification in Management Systems</small>
No: ASM/F31/Re g/27/07/2019	Certification Agreement, Rules and Process	

Certification Agreement

1. This agreement is made between ASM Quality Certification, a business unit of ASM Quality Certification and the company or organization (the "Client") named in the attached Certification Contract.

2. Scope of Agreement

- 2.1 ASM Quality Certification agrees to provide the Client with the service for the location(s) and the scope as detailed in the price quotation - part of this contract document. The Client agrees to the provisions of this Agreement and all attachments.
- 2.2 In order that ASM Quality Certification may provide the Service, the Client agrees to supply ASM Quality Certification with all the necessary information about their facilities.
- 2.3 Client requested service visit dates must be confirmed with ASM Quality Certification in writing after receipt of signed contract. No service visit dates requested by clients prior to the return of the signed engagement details can be guaranteed.
- 2.4 Unless agreed to in writing, nothing expressed or implied between the client and ASM Quality Certification.
- 2.5 Client allows ASM Quality Certification to use its logo on their advertising and marketing material.
- 2.6 ASM Quality Certification publishes list of certificates issued, suspended, withdrawn. The information includes details like, name, address and scope of the certificate and certification validity. Client allows ASM Quality Certification to publish the details in this list.
- 2.7 ASM Quality Certification will provide its clients any changes that may take place to its certification requirements and the same will be verified by ASM Quality Certification for all its clients for compliance
- 2.8 Client is to inform ASM Quality Certification any changes that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. E.g. Changes related to legal, commercial, organizational status of ownership, organization and management, address and sites, scope of operations under certified management system, major changes to system and processes.

3. Terms of Payment

- 3.1 Fees quoted in the Engagement Details will remain fixed for a period of thirty-six (36) months from the date of signing the letter. All fees quoted are exclusive of taxes, travel and sojourn.
- 3.2 The Client agrees to pay fees as assignment services are rendered. The invoice will be presented by the Team Leader at the beginning of the audit and is expected to be paid before the team leaves the site. Fees for the initial registration assessment must be paid before the registration certificate is issued. Any amount not paid within 30 days of the date of the invoice may be subject to additional fees of 1.5 % per month, or the maximum rate permitted by applicable usury laws, whichever is greater. In the event that the fees are not paid within the agreed time frame, ASM Quality Certification may terminate this agreement with five days notice and will not be liable for any resulting loss, cost, or expense and the registration certificate 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 management systems which the Client has reported as having an effect on the registration, change in address, scope of the certified management system, changes / revision in management system standard etc.) are not included in the fees quoted and will be invoiced to the Client at rates in effect at the time of the visit.
- 3.4 The Client agrees to reimbursement ASM Quality Certification for the following as incurred:
 - a) Expenses which generally include travel, meals, car rental, lodging and travel time.
 - b) An administrative fee (covering report preparation, cost of one certificate per registered site, telephone, fax, etc.) as specified in the Certification Contract will be charged.
 - c) Additional copies of certificates are available at a cost of AED1000 per certificate.
 - d) Client changes made to certificates after the client's initial approval will be charged at AED 1000 for processing the change and AED 1000 for each revised certificate issued. 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.

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e) If any certificates misplaced / lost by the client, copies of the same can be made available at a cost of AED 1000 per certificate.

3.5 Additional accreditation marks are available at an additional fee on request.

3.6 ASM Quality Certification. is not responsible for unforeseen circumstances encountered during the delivery of the Service which may require additional time or expense, and could result in our inability to complete the assessment as specified in the Certification Contract. ASM Quality Certification reserves the right to pass on to the Client additional costs arising from services requested by the Client which are not listed on the Certification Contract.

4. Termination

4.1 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 credit, (iv) is adjudicated as bankrupt or insolvent, or (v) dissolves, liquidates or sells substantially all of its assets.

4.2 In the event that this agreement is terminated, the registration certificate shall be deemed to be canceled and the client has to stop using the certification and registration marks with immediate effect. The Original Certificate has to be returned back to ASM Quality Certification.

5. Liability

ASM Quality Certification 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 ASM Quality Certification's performance of the Service except to the extent resulting from the negligence or willful misconduct of ASM Quality Certification 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 ASM Quality Certification or its personnel in the performance of the Service, ASM Quality Certification's maximum liability to the Client shall be limited to the amount of the fees paid to ASM Quality Certification for the Service.

6. Force Majeure

ASM Quality Certification shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

7. Law

The contract to which this agreement applies is governed by the laws of Dubai, and the parties submit to the jurisdiction of the courts of Dubai, 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

The Client will indemnify and hold harmless ASM Quality Certification 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, logo or mark of conformity provided by ASM Quality Certification.

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9. Confidentiality

Except as required by law and the relevant accreditation authorities, ASM Quality Certification 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 ASM Quality Certification or its employees in the course of providing the Service.

Rules for Certification

1. The Client facilities specified in the Certification Contract must have an effectively implemented and documented quality management system, which complies with the standard as specified in the Certification Agreement.
2. Complete Internal audits followed by management reviews of the client's quality management system should be carried out at least once in a year. At least one complete cycle of Internal Audit and Management review shall be completed before Certification Audit.
3. All records pertaining to the implementation of the quality management system must be made available to authorized ASM Quality Certification. Personnel including records of external complaints and remedial actions taken.
4. Access to all business and production areas must be made available to authorized ASM Quality Certification personnel to ensure an effective and efficient audit including all documentation relating to the quality management system for which Certification is being undertaken.
5. A designated individual must be appointed by the Client to be responsible for ensuring that the quality management system requirements are observed.
6. For any Management System the Client must comply with the Certification Program requirements, mandatory legal or regulatory requirements, statutory requirements which apply to the Client's production processes or services. The Client must maintain a manual register of regulatory requirements that are applicable and shall comply with the same. In the event of Client (organization) conducting a violation of the legal / regulatory / statutory requirement, the client will inform ASM Quality Certification on its own, proactively and voluntarily. In case a violation of legal / regulatory / statutory requirement is observed during the course of Certification (stage 2) and surveillance Audit, the audit team will notify the client's management of the violation. The client shall ensure and provide evidence to ASM Quality Certification that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.
7. All significant changes to the Client's organization, products, processes or services which may affect the Certification or compliance to the audited standard must be communicated to ASM Quality Certification. This may require ASM Quality Certification to undertake further Audit to review the impact of these changes on the Certification.
8. The frequency and duration of surveillance visits may be increased if a significant number of non-conformances or complaints are reported.
9. Original management system documentation held by the Client must be produced and made available to authorized ASM Quality Certification personnel at each visit.
10. Appeals against any decision taken by ASM Quality Certification regarding the Client's Certification are covered by a documented appeals procedure which is available upon request.
11. The Client must inform ASM Quality Certification, of any significant non-conformances of which they are aware, through internal audit or other means. The Client is responsible for the adoption of sound quality policies to maintain the reliability of their quality management system. It should be understood that ASM Quality Certification is assessing the quality management system and is not in any way certifying the effectiveness of the quality of any product or service. The Client cannot use the Certification of its quality management system as "proof" that it offering quality products or services.
12. If the Client's quality management system is registered by ASM Quality Certification, the Client is entitled to use the service mark of ASM Quality Certification in conjunction with the appropriate accreditation body logo subject to the logo conditions attached. The Client agrees not to misrepresent the Certification by ASM Quality Certification, nor to modify or alter the Certification certificate in any way, including ASM Quality Certification's logo.

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13. If the Client fails to maintain compliance with the requirements for Certification, Certification may be suspended or withdrawn at the discretion of ASM Quality Certification. A copy of the suspension and cancellation procedure is available upon request. 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 Certification documents including the ASM Quality Certification and accreditation body logo material.
14. Client shall initiate actions against the non-conformities raised by ASM Quality Certification for suspending the certification. He shall submit the evidences for actions taken to close out all the non-conformities raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal / cancellation of certification.
15. The client management system must include a provision, which makes it clear to its customer when it is supplying goods / services not made under it.
16. ASM Quality Certification cannot guarantee the same auditor for subsequent visits. The client can request in writing for change of auditor / team with appropriate reasons.
17. The client must only claim that it is certified with respect to those activities for which it has been granted certification.

Certification Process

1. Introduction

These rules have been prepared against criteria for competence set out in (2) below. The Scope of Accreditation issued by EIAC is an acknowledgement that ASM Quality Certification has the necessary expertise and ability to manage audits in that particular section. Details of all accredited scopes held are available on request to ASM Quality Certification. If a particular sector is outside the present accredited scope of ASM Quality Certification, then a UKAS / ANAB accredited certificate will be offered at the discretion of ASM Quality Certification.

Certification of a management system is not a statement by the certification body guaranteeing that the product or services actually meet specified requirements. Certification does not imply a view on the specification of a product or service. It does not guarantee a good product or service.

ASM Quality Certification is a privately owned independent organization.

2. Scope

ASM Quality Certification undertakes the audit, evaluation and certification of management systems operated by companies to the respective management system standards applied for. The client must agree to supply all necessary information to ASM Quality Certification.

3. Personnel

ASM Quality Certification undertakes to provide suitably qualified personnel for all audit and surveillance work using their own staff or suitable qualified subcontractors. All members of ASM Quality Certification (full-time employees or subcontractor) are required to sign confidentiality agreements concerned with all confidential information to which they may be exposed at client premises.

The client has right to object to any auditor if he perceives conflict to his interest. He can raise his objection to MD, who shall review the potential impartiality threat and take necessary actions; however, the change cannot be guaranteed.

4 Certification Contract

On receiving a completed Questionnaire, ASM Quality Certification will prepare a contract detailing audit cost, terms, conditions and requirements. On acceptance of this contract, the client will sign the contract and forward it with the advance cheque to ASM Quality Certification. The project will then be allocated by the MD to a suitable audit team who will then carry out the audit in line with ASM Quality Certification's procedures.

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5. Audit Methodology

- (i) The first stage of the audit as carried out by ASM Quality Certification is to carry out Stage 1 audit, a review of the client's documentation with respect to the appropriate standard(s). This is to be performed onsite at the client's premises in conjunction with the client's management representative.
- (ii) On satisfying the auditor on the compliance of the documentation and site requirements (if applicable), a report is produced and Stage 2 audit date is agreed and an audit is carried out by the auditor(s). If further visits are required due to non-compliances found, these will be undertaken and extra charge will be incurred by the client. The on-site audit is carried out using client manuals and procedures and by interviewing relevant member of staff regarding their working practices.
- (iii) After certification, if the client changes anything which significantly affects the registration, then ASM Quality Certification must be informed. ASM Quality Certification reserves the right to re-audit if necessary.
- (iv) Triennial / Renewal audit is required by ASM Quality Certification. All non conformances if any has to be closed prior to Triennial / Renewal audit

6. Certification

On completion of the on-site audit the Lead Auditor reports to the MD. On receiving a report stating that the client's management system meets the requirements of the relevant Standards and approval by Certification Committee, the certificate is issued. The certificate remains the property of ASM Quality Certification providing the client maintains the management system to the required standard, the certificate is valid for three years. Triennial / Renewal audit is to be carried out at least three months prior to the expiry of the certificate at extra cost.

7. Surveillance

After the issue of a certificate, to maintain annual registration, surveillance visits will be carried out at the client's premises (announced visits) at least once per year. If areas of concern are identified, more visits may be carried out at the discretion of the MD. The client agrees to meet the extra costs relating to such increased surveillance. Any changes to scope, products or manufacturing processes must be communicated to ASM Quality Certification.

The First Surveillance Audit needs to be conducted within twelve months from the date of the initial certification decision. Failure to comply with this will lead to certificate withdrawal and client deregistration.

8. Extension to the scope of registration

This may be applied for in the same way as the initial audit, indicating the increased scope of registration being required. Audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new full scope will be issued by ASM Quality Certification. There will be a charge for extensions to scope and re-issue of the certificates.

9. Short Notice Audits

ASM Quality Certification may when necessary conduct short notice audits or unannounced to investigate complaints, or in response to changes, or as follow up to suspended clients.

10. Reduction in scope of Certificates issued

ASM Quality Certification shall wherever applicable reduce the scope of certification if during the time of routine surveillance audits / Re approval or Renewal audits 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 Chairman of Certification Committee.

11. Publicity

Once a certificate 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 audited scope of registration and the relevant part of the standard. All conditions of the Logo Rules issued along with the Certificate will need to be followed.

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12. Certificate Misuse

ASM Quality Certification will take all reasonable precautions to see that there is no misuse of their certificate in client advertising etc. The client undertakes to use certification marks as appropriate to its audited scope of registration and relevant Standards.

13. Appeals Procedure

If for any reason a client is not in agreement with the Lead Auditor's verdict after an audit, re-audit or a surveillance visit, including suspension or withdrawal of a certificate, he/she is at liberty to lodge an appeal with the Managing Director of ASM Quality Certification through mail or website. All appeals will be held in the presence of an Appeal committee. The committee will hear evidence from the client's representative and the relevant Lead Auditor. The decision of the committee is final and binding on both the client and ASM Quality Certification. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the Appeal will be met in full by the party who has the decision against them.

14. Complaints against ASM Quality Certification personnel

If a client has a complaint regarding any employee of ASM Quality Certification should be sent through mail or website to the Managing Director of ASM Quality Certification at the Head Office address. If the complaint involves the MD then the complaint is to be addressed to the Advisory Board of ASM Quality Certification. The complaint shall be handled as per ASM Quality Certification's defined complaint handling process.

15. Complaints against ASM Quality Certification certified clients

If any interested party has a complaint against ASM Quality Certification certified client, this should be sent through mail or website to the Managing Director of ASM Quality Certification at the Head Office address. The complaint shall be handled as per ASM Quality Certification's defined complaint handling process.

16. Liability

Neither ASM Quality Certification nor any of its servants or agents warrants the accuracy of any audit, review, information, certification, service or advice supplied. Except as stated in this document, neither ASM Quality Certification nor any of its servants or agents shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by ASM Quality Certification or its servants or agents, save to the extent that any attempted exclusion or liability would be contrary to law.

17. ACCREDITATION BODY WITNESSED AUDITS

It is a condition of the rules of registration that all ASM Quality Certification certificated clients should, if requested, allow, Accreditation Body auditors to visit the client premises / witness ASM Quality Certification staff carrying out their audits. Failure to allow this could jeopardize the client's registration.

ASM Quality Certification reserves the right to change these rules of registration herewith without prior notification.

18. Policy and Rules on the use of ASMQC logo and EIAC Symbol

ASMQC has set following policy and rules for control of logos by certified clients towards FSMS / HACCP. Policy: The use of Logo is governed by the requirements of Emirates International Accreditation Centre (EIAC) no. EIAC-RQ-GEN-002, Issue 01, Rev.0, 06 December 2018.

Your certification is a valuable asset to you as it demonstrates your achievement and continued commitment to conduct your business in a thoroughly professional and consistent manner. ASQMC strongly recommends that you promote this achievement to the full extent through the use of the ASMQC Certification Marks (It carries both ASMQC & EIAC Logos) on your Brochures, stationery etc.

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These Criteria ensure that the Marks are not used in such a manner that may cause confusion or be misleading to the organizations and individuals that purchase goods and services from certified companies.

The Certified client will use the symbol and to be displayed only in the appropriate form and color as given by EIAC and sample ASMQC symbol is mentioned below. If in any case there is need to enlarge it, it will be ensured that the original proportion between the height and width of the symbol will not be affected and the symbol is legible.

The Certified client will ensure that the EIAC symbol when used will follow the minimum height of 11 mm and a width of 25 mm respectively.

The Certified client will ensure that the symbol will not be displayed in a more prominent way than what has been given as the type and CAB number respectively.

Whenever the Certified client will reproduce the symbol electronically, it will follow and meet the requirements of this document. They will make sure that no distortion and/or degradation will occur and the electronic version (softcopy) of the symbol is acquired from ASMQC.

The Certified client will not use the certification body mark (separately or in conjunction with EIAC symbol) shall not be used in such a way as to state, imply or suggest that EIAC accepts responsibility for the accuracy certification decisions covered by the scope of accreditation.

The Certified client shall not use the symbol to imply any certification of any products.

The certified clients of ASMQC shall always use EIAC Symbol in conjunction with the logo of the certification body or respective certification scheme. As shown in Figures.



Figure No. (2a)

Figure No. (2b)

ASMQC certified clients will not use the certification body mark (separately or in conjunction with EIAC symbol) shall not be used on a product or product packaging seen by the consumer or in any other way that may be interpreted as denoting product conformity in cases when only the management system is certified. The said logos shall be allowed to be used anywhere else except on PRODUCTS of the certified company, under situations defined below:

		On Product *1	On larger boxes etc., used for transportation of products *2	In pamphlets, etc. for advertisement
Use of logo/marks *3	Without Statement	Not Allowed	Not Allowed	Allowed *5
	With Statement *4	Not Allowed	Allowed *5	Allowed *5

*1 = this could be tangible product itself or product in an individual package, container etc.
*2 = this could be over-packaging made of cardboard etc. that can be reasonably considered as not reaching the users.
*3 = this applies to marks that have a specific form including some basic description of its applicability. A statement in works alone does not constitute a mark in this sense. Any such wordings alone constitute a mark in this sense and the wordings do not mislead.
*4 = this should be a clear statement:
a) "Food Safety Management System Certified company" or
b) "FSMS Certified Company" or
c) HACCP Certified Company
*5 = When using marks/logos, the size and color be complying with design provided by ASMQC

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The certified company shall always comply to usage of logos/ marks as mentioned in the above paragraph. The certified company shall always conform to requirements of ASMQC pertaining to communication media such as the internet, advertising or other advertisement material:

Does not make or permit the use of ASMQC certificate document or any part thereof in a misleading manner;
 Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by ASMQC.

Amends all advertising matter when the scope of certification has been reduced by ASMQC, as an outcome of ASMQC decision taken after subsequent assessments/audits;

Does not allow reference to its management system certification to be used in such a way as to imply that the ASMQC certifies a product (including service) or process;

Does not imply that the certification applies to activities that are outside the scope of certification; and

Does not use ASMQC logos/ marks in such a manner that it would bring certification system to disrepute and loose public trust.

In all cases the company's unique certificate no. allotted by ASMQC must be quoted underneath the certification marks for the purpose of traceability and the credibility of the certified Company.

The EIAC logo must not be used: For locations and services not listed in the certificate, on products, packs and / or promotional products and on vehicles and flags under any circumstance.

ASMQC shall not permit its mark (separately or in conjunction with EIAC symbol) to be applied to the laboratory test, calibration or inspection reports.

ASMQC shall ensure that they audit the use of their combined marks (i.e. the mark of the certification body in conjunction with EIAC Symbol) by their certificate holders.

Only certified clients of ASMQC may use these marks, and are prohibited from altering the typefaces, colors or standard references. Clients are only permitted to add their own certificate number(s). The value of adding the certificate number is that this adds credibility and traceability to the certification marks.

ASMQC certification marks may not be applied to products or primary packaging materials intended for consumer communication or use. However, for those organizations wishing to demonstrate that product have been manufactured under their certified management system (HACCP or ISO 22000:2005) the marks may be used on secondary or transit packaging (i.e. not normally viewed by the consumer) with appropriate product statements. Please note that it is allowable to make a generic statement on primary packaging.

This product has been manufactured under an approved Food Safety Management System that conforms to codex HACCP/ ISO 22000.

If, in the specific case of a product produced under an accredited product conformity scheme, physical constraints prevent reproduction of the product certification accreditation combined mark to the limits specified in this document, a label based on the product certification example in Figure no. (2) may be attached to the product. If that is impracticable, the label may be affixed to the primary packaging (e.g. Blister pack) but not to the secondary packaging (e.g. Outer, transit pack).

ASM Quality Certification takes all reasonable precautions to control the use of the certificates issued by the certified clients. If the certified clients make any incorrect references to the scope of certificates or incorrect use of the certificate logos/ marks found in advertising, catalogues etc. then it shall be dealt with by suitable actions, which could include suspension or withdrawal of certificates, legal action and/or publication of the transgression.

The Certified client shall not use ASMQC logo or the EIAC Symbol in any way that might mislead the customer about the status of accreditation.

The Certified client shall only use the EIAC Symbol such that it may be displayed on advertising materials/ publicity only if the logo and the name of the accredited CAB concerned are also shown, with no more prominence than the logo or the name of the accredited CAB and no more than once for each EIAC accreditation.

The terms "publicity material" shall not include notices, labels, documents or written announcements affixed to or otherwise appearing on goods or products unless the goods or products have been manufactured under an accredited product conformity scheme. This restriction shall also apply to primary (e.g. Blister packs) packaging and promotional products.

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19. Requirements for Multi-Sites Accredited CABs

Whenever a CAB is composed of several sites among which at least one has not been granted accreditation, only those accredited sites shall make reference to accreditation or use the Symbol. When a common document is issued, a disclaimer shall indicate clearly the accredited/ non-accredited sites.

Whenever a subsidiary belonging to a group has been accredited, there shall not be any confusion as to which part of the group holds accreditation, and it shall not imply that other subsidiaries have been accredited.

For the Company	For the Client
Certification Body : ASM Quality Certification	Establishment :
Name :	Name :
Designation : Managing Director	Designation :
Signature	Signature :
Place : Dubai	Place :
Date :	