CERTIFICATION AGREEMENT

ISO 9001:2015, ISO 14001 :2015 and OHSAS 18001:2007 (Quality, Environmental and Occupational Health & Safety Management System)

FQC REF. NO.: MSC1018-NOMAN-139

XYZ GENERAL CONTACTING LLC

Prepared by:
Arlene Villanueva

1. PARTIES TO THIS AGREEMENT

Party A	"Certification Company"	**Party B**	"Client"
M/s FIRST QUALITY CERTIFICATION		Name	M/s
FQC		Abbreviation	
Building 112, Mezzanine Floor, M01, Mohammed Beda Zayed City, ME9, Mussafah, P.O. Box 92715 Abu Dhabi, United Arab Emirates		Corporate Address	
+97125529233		Contact No.	
Ms. Wine David		Contact Person	
Quality & Marketing Manager		Position	
wine@firstqualitycertification.ae		Email	

2. OBJECTIVES

- to provide independent assessment and verification of the organization's management system based on ISO <enumerate the standards> ……..

- upon successful compliance to the management system standards requirements, and other compliance obligations, as applicable, to provide ISO <enumerate the standards> …… certification and ensure Client's maintenance thereof.

3. SCOPE OF AGREEMENT

The scope of this Agreement covers the duties, responsibilities and obligations of the Parties, as well the technical and commercial aspects, while the client is in the process of certification - during and subsequent to certification.

4. INTRODUCTION

4.1. FIRST QUALITY CERTIFICATION

First Quality Certification (FQC) is a UAE registered third-party assessment company, First Quality Certification (FQC) evaluates the client's management systems, processes or products. Currently, First Quality Certification (FQC) offers its certification services in the UAE and aims to expand our certification services in the MENA and ASIA Pacific region respectively.

4.2. MANAGEMENT SYSTEM CERTIFICATION SERVICES

Initially, First Quality Certification (FQC) certification services are as follows;

- Quality Management System (ISO 9001)
- Environmental Management System (ISO 14001)
- Occupational Health & Safety Management System (OHSAS 18001/ ISO 45001)
- Food Safety Management System (ISO 22000/ HACCP)

5. TECHNICAL PART

5.1. APPLICATION

Following receipt of the confirmation of the application, FQC to conduct an application review and all accompanying documentations submitted, to ensure that all information and factors that may have influence or may impact the certification activity are taken into account. Once review is completed, FQC to submit proposed date of the audit.

5.2. AUDIT AND CERTIFICATION PROCESS

5.2.1. **GAP ANALYSIS (Optional Pre-assessment)** – Only upon client's request, gap analysis involves off-site evaluation of documentations and on-site performance of the client against the management system standard(s), to identify the level of compliance of the documentation and implementation by the client and readiness for the certification audit.

5.2.2. **STAGE 1 (Initial Assessment)** – Review and assessment of the client's management system documentations such as policies, procedures, work instructions, etc. against the management system standard(s) requirement and report on any nonconformities identified during the assessment prior to the Stage 2 audit. Time frame between Stage 1 and Stage 2 shall not be longer than 6 months.

The Stage 1 assessment will consist of:

- evaluation of client's management system documented information, to ensure all applicable requirements have been addressed
- review of client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system
- obtain necessary information regarding client's scope of the management system, including client's location(s), processes and equipment used, levels of controls established in case of multi-site), and applicable statutory and regulatory requirements
- evaluation of client's site-specific conditions and to undertake discussion with the client's representative (personnel) and determine client's readiness to proceed for Stage 2 audit
- review allocation of resources for Stage 2 and agree its details with the client
- provision of a focus for planning Stage 2 by gaining sufficient understanding of client's management system and site operations in the context of the management system standard or other normative document
- evaluation if the internal audit and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for Stage 2
- site or facility visit (walk around)

Following the completion of the Stage 1 audit, a detailed report is submitted to the client. All critical nonconformities have to be closed and evidence submitted prior to Stage 2 audit. On the other hand, all non-critical nonconformities are to be closed and evidence provided during Stage 2 audit. If deemed appropriate, Stage 2 audit schedule is arranged at the closing meeting with the client.

5.2.3. **STAGE 2 (Main Assessment)** – Assessment of the client's conformity to all the standard(s) requirement and their effective implementation of the established management system.

The Stage 2 assessment will consist of:

- information and evidence of conformity to all requirements of management system standard or other normative documents

- performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative documents)
- client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements
- operational control of client's processes
- internal auditing and management review
- management responsibility for the client's policies

Following the completion of the Stage 2 audit, a detailed report is submitted to the client. All nonconformities have to be closed and evidence provided on the next audit.

5.2.4. **CERTIFICATION** – Following the satisfactory completion of Stage 2 audit, auditor's report is reviewed by the Certification Committee which includes the corrective actions implemented to resolve all the nonconformities. A satisfactory result of the review substantiates the issuance of certificate(s) to the client. FQC certification is valid for a three-year period. Certificate(s) will not be issued if there are any doubts about the Client's compliance with the requirements of the management system standards or schemes for which the Client applied for. FQC reserves the right to decline or refuse certification or cancel the certification process if client does not meet or purposely and intentionally unwilling to meet the requirements.

5.2.5. **SURVEILLANCE (Maintaining Certification)** – Yearly assessment (12 months) after certification grant, to demonstrate that the client continues to satisfy the requirements of the respective management system standard(s).

The yearly surveillance assessment will consist of:

- review of actions taken on nonconformities identified during the previous audit
- complaints handling
- effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system
- progress of planned activities aimed at continual improvement
- continuing operational control
- internal audits and management review
- review of any changes
- use of marks and/ or any other reference to certification

Following the completion of surveillance audit, report will be submitted to the client.

5.2.6. **RECERTIFICATION** – Assessment is made to confirm the client's management system's continued conformity and effectiveness as a whole, and its continued relevance and applicability OF the scope of certification.

On-site Assessment addresses the following:

- effectiveness of the management system in its entirety in the light of internal and external changes and its continued relevance and applicability to the scope of certification
- demonstrated commitment to maintain the effectiveness and improvement of the management system in order to enhance overall performance
- the effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system(s)

If recertification audit is not completed, or when FQC is unable to verify the implementations of corrections and corrective actions for any major nonconformities raised, prior to the expiry date of the certification, recertification will not be recommended, and certification validity will therefore not be extended.

6. SCOPE OF CERTIFICATION

M/s …….. scope of certification is as follows:

"……
……
……"

7. MULTI-SITE ORGANIZATON

It Is not necessary for an organization to have a unique legal entity but all sites should have a legal or contractual link with the central function of the organization and should be subject to continuous surveillance and internal audit by the central function and corrective action shall be the same. If there are temporary site(s) as shown on the certification documents, such sites shall be identified as temporary. The multi-site(s) option has been identified in the application form, QPR-014-SMK-F004, also for the Client and for FQC to make better understanding.

8. LOCATIONS TO BE COVERED BY CERTIFICATION

M/s …….. location(s) to be covered is (are) as follows:

8.1. Permanent Location(s)

Location 1: ……

Location 2: ……

Location 3: ……

Location 4: ……

Location 5: ……

8.2. Temporary Location(s)

Location 1: ……

Location 2: ……

Location 3: ……

Location 4: ……

Location 5: ……

9. CERTIFICATE ACCREDITATION

The certificate(s) to be issued is accredited under …… (……)

10. COMMERCIAL PART

10.1. CERTIFICATION COST AND AUDIT MAN-DAYS

A. INITIAL CERTIFICATION					
	STAGES	AUDIT MAN-DAYS	FEES (AED)	+ 5% VAT (AED)	TOTAL FEES (AED)
10.1.1	Upon signing of Agreement	-		-	-
10.1.2	Stage 1 (Initial Assessment)	-			
10.1.3	Stage 2 (Main Assessment)	-			
10.1.4	Certificate Issuance (Initial Certification)	-		-	-
TOTAL CERTIFICATION AUDIT COST FOR **<< enumerate the standards (3 certificates) >>**					
TOTAL CERTIFICATION AUDIT COST (IN WORDS) *<< …… Dirhams Only>>*					

B. MAINTAINING CERTIFICATION					
10.1.5	Surveillance Visit (2nd year of certification)				
10.1.6	Surveillance Visit (3rd year of certification)				

C. IMPORTANT NOTES:
♦ 20% of the total audit time which includes total time on-site at client's location and off-site will be spent in audit planning, document review, interacting with client personnel and report writing
♦ For visit(s) apart from the above mentioned such as follow up visit to verify implementation of corrective actions or when additional time requirements or any changes or due to unforeseen circumstances not made known to FQC, will be charged separately per man-day rate.
♦ Audit report(s) will be prepared on-site at the end of each audit. However, it may also be prepared off-site upon agreement between parties but should not be more than 3 days after the completion of the audit visit.
♦ Certificate(s) issued are valid for three (3) years, subject to satisfactory surveillance audit on or before the surveillance date indicated in the certificate(s).

10.2. PAYMENT TERMS AND CONDITIONS

10.2.1. All fees (certification cost) as detailed in Clause 10.1 are subject to the relevant and applicable local taxes.

10.2.2. FQC will raise an invoice for every payment due to the Client.

10.2.3. All payments are made in the name of FIRST QUALITY CERTIFICATION.

10.2.4. Payments are to be made as detailed above in Clause 10.1. Surveillance audit fees are paid annually in two (2) succeeding years after the initial issuance of certification.

10.2.5. Fees as detailed above in Clause 10.1 are exclusive of travel and any other cost associated with certification process not expressly stated and agreed. Any such cost will be charged extra, as applicable.

10.2.6. No changes or revisions shall take effect within the initial certification issuance (within 1 year of issuance) whether additions or deletions of letter, letters, word, words, phrases of any sort in the client's scope of work, activities, documented procedures, policies, objectives, work instructions, manuals or any documented information, facilities, address (office or sites), and/or personnel, otherwise an additional cost of minimum AED1,500/- per certificate will be charged to the Client AND a mandatory of at least one (1) audit to be conducted prior to the re-issuance of the certificate(s). Audit man-days will be adjusted as necessary, depending on the complexity of the changes and client will be charged separately per audit man-day.

10.2.7. Client may request replacement through writing addressed to the Operations Manager, of an assigned auditor upon reasonable cause. FQC make assignments of auditors and variations in assignments are made to broaden the objectivity of the audits while maintaining continuity.

10.2.8. In the event of standard change during the certificate(s) validity period (within the 3-year period), Client may request for an audit visit (subject for a fee corresponding to the number of audit man-days) and document review will be made by FQC to verify adequacy to the latest version of the standard. However, this may also be done on the next scheduled audit. Any nonconformities against the new version of the standard during the transition will be noted as remarks and will require corrective actions only after the transition period.

10.2.9. FQC agrees to work in good faith. However, if Client wishes to cancel this Agreement, the following conditions shall apply;

10.2.9.1. Agreement cancelled after signing and receipt of initial payment as detailed in Clause 10.1. is non-refundable.

10.2.9.2. Agreement cancelled during Stage 1 and/or Stage 2, Client to pay the remaining 20% of the fee as detailed in Clause 10.1 of this Agreement.

11. OTHER TERMS AND GENERAL CONDITIONS

Subsequent to the above provisions of this Agreement, general terms and conditions for the provision of certification services by FQC are laid down in the attached, "Certification Regulations & Guidelines" (Doc. Reference: QPR-014-SMK-F007, Rev.00), also known as "Regulations" which is an ancillary part of this Agreement.

12. VALIDITY OF OFFER

This total certification cost as detailed in Clause 10.1 is valid for a period of thirty (30) days from the submission date.

13. VALIDITY OF THIS AGREEMENT

This Agreement shall come into effect once signed by the signing authority below (Clause 14) and shall be valid for the full certification cycle with minimum term of three (3) years. However, Agreement can be further extended to another three (3) years and so on, executing another Agreement thereafter in each certification cycle, unless one of the Parties to the Agreement terminates through writing.

14. SIGNING AUTHORITY

The persons whose signatures appear below are authorized to sign in this Agreement on behalf of FQC and the Client. It is hereby accepted that this is a legally binding agreement.

This Agreement is made between two (2) Parties as mentioned below and made effective this <<____ day of _____ in the year 2018. >>

Party A	"Certification Company"	**Party B**	"Client"
M/s FIRST QUALITY CERTIFICATION		Company Name	M/s
		(Signatures)	
Ms. Wine David		Authorized Person name	
Quality & Marketing Manager		Authorized Person Position	
		Company Stamp	