

	Document title:	Product Certification Agreement
	Doc Ref:	PCAS-AG-04

Number: **PCAS-AG-04**

Date:

Click or tap to enter a date.

This agreement (hereinafter referred to as "Agreement") has been entered into United Arab Emirates laws on Click or tap to enter a date. and between:

- 1- Click or tap here to enter text. whose address is at Click or tap here to enter text. (hereinafter referred to as "Applicant"); and
- 2- _____, whose address is at _____ (hereinafter referred to as "Certification Body").

First (Applicant) and Second (Certification Body) parties mentioned above together are hereinafter referred to as "Both Parties".

The purpose of this agreement is to define the terms of the Alliance. Thereby it is agreed as follows:

Article 1: Scope of Certification

This agreement covers following scope and certification activities mentioned in Annex 1.

Article 2: Responsibilities and Obligations

2.1. Applicant Responsibilities: Applicant accepts and undertakes to:

2.1.1. Provide all documents and records which are required during certification activities including any changes communicated from PCAS during and after certification process.

2.1.2. The certified products manufactured and supplied by him as specified in the certificate and based on this agreement, will comply with the requirements related to the certification process adopted by PCAS including the schemes and standards specified above.

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2.1.3. The products for which the certificate is granted will be produced to the same specifications as the sample that the certification body found by review to follow the regulations. The applicant shall inform the certification body in advance of any changes to the certified product [or company structure](#).

2.1.4. Make all necessary arrangements needed by PCAS to conduct evaluation, surveillance including having access to all locations, equipment, personnel, clients and subcontractors' documentation and information.

In addition to allowing the Inspection/Auditing Team access to Applicant departments related with applicable certification scheme and to arrange at least one personnel for guiding Inspection/Auditing Team during inspection/audit, and to answer all questions of Inspection/Auditing Team, during inspection/audit within the scope of the application. lastly, accept receiving observers [or employee under qualification](#) on the inspection/audit process by official accreditation bodies or by PCAS during the inspection/audit whenever requested.

2.1.5. Not to use its product certification in such a manner as to bring the PCAS into disrepute and does not make any statement regarding its product certification which PCAS may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, or terminated, applicant discontinues the use of PCAS Mark of Certification or any reference thereto on all his advertising matters, and acts as required by PCAS.

- if applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- in referring to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of PCAS or as specified by the certification scheme;

2.1.6. Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, applicant cannot make claims regarding certification which is not consistent with the scope of certification.

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2.1.7. Bear responsibility to all complaints raised against him either directly to client or indirectly either to PCAS knowledge or the scheme owner , and bear all costs resulting of this complain including re inspection and retesting , etc....Furthermore, client has to keep record of all complaints made known to the client relating to the compliance with certification requirements and to make these records available to PCAS when requested with the appropriate action taken to handle such complaints and any deficiencies found in products that affect compliance with the requirements for certification.

2.1.8. Inform PCAS without delay, of changes that may affect its ability to conform with the certification requirements.

2.1.9. Not to give the inspection/audit reports to third persons without permission by PCAS.

2.1.10. Accept to provide without delay, additional samples whenever requested by Certification Body, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by Certification body for more verification).

2.1.11. Bear cost of all financial requirements related with the certification process including the different inspections/audits that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.

2.1.12. if any modification (reduction or alteration) in scope of certification, happens due to PCAS decision followed by surveillance visit or due to changes affecting certification done by applicant, applicant always commits to use the last updated and approved scope of certification in all his related activities. Applicant agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

2.1.13. Shall not copy the granted certificate in a way that would hinder its legibility, nor shall tamper the original copies or photocopies of the certificate.

2.1.14. Shall not translate the certificate and-or test reports to other languages without prior review and consent from the certification body.

2.2. Certification Body Responsibilities:

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PCAS is responsible for:

- 2.2.1.** Completing the various step of the certification activities, including re-assessment, assessment, issuance of certificate, surveillance and re certification
- 2.2.2.** Storing all information and documents according to confidentiality and security rules by its personnel and experts.
- 2.2.3.** Assure that PCAS team shall not give any information nor documents related to the Applicant to any third persons, except for legal necessities by force of law if required, without getting permission from the Applicant.
- 2.2.4.** Inform the applicant on the specified information belonging to applicant that will be displayed for sharing with public in any possible means by PCAS (website, etc.):

That information are as follows:

- Applicant (Company) Details: (Name, Address)
- Country
- Scope of Certification
- Type of Certification (Process- Products)
- Certificate of Conformity number
- Certificate Issuance Date
- COC Expiry
- Products Listing
- Status of certification (Valid, Suspended, Withdrawn)

Article 3: Fees

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Fees related with the activities under the scope of this agreement, will be charged according to the Annexes 1 and 2 provided below

The applicant shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date to extend the certification an additional year. There is no prorated fee or refund for partial year renewals.

Article 4: Validity of Contract

This agreement is signed in two copies and will be effective upon signature by the parties. The agreement is valid till the expiry of the certificate of conformity issued by PCAS.

Article 5: Limitation of Liability and Indemnity of Certification Body

5.1. PCAS will take all necessary measurement to pay all due care and skill in the performance of the Services and accepts responsibility in cases of proven gross negligence.

5.2. Nothing in these General Conditions shall exclude or limit PCAS liability to the Client for death or personal injury or for fraud or any other matter resulting from negligence for which it would be illegal to exclude or limit its liability.

5.3. Total liability of the Client to the Certification Body in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to Certification Body under this Contract, the commitment to this liability responsibility is valid for one year after the date of Certification Body completing performing the service

5.4. No liabilities due on Certification Body side towards the applicant:

(a) For any loss, damage or expense arising from

(i) a failure by Client to comply with any of its obligations herein

(ii) any actions taken or not taken based on the reports or the Certificates; and

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- (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information due to the fault of the Applicant provided to certification body;
- (b) For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party (including without limitation product liability claims) that may be suffered by the Client; and
- (c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

5.5. The applicant liability does not include any loss of special business value or indirect loss based on the income, profit, actual use, business opportunity, commercial values, etc. that certification body may obtain.

Article 6: Confidentiality

Both Parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this Agreement, and that shall be in accordance with the provisions of the applicable laws in the United Arab Emirates.

Article 7: Notices

Any notices given under this Agreement must be in writing and must be sent by registered mail to the address set out hereinabove.

Any amendment or additions to this Agreement shall be in writing and signed by Both Parties.

Should any provision of this Agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

Article 8: Governance

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This Agreement shall be governed and construed in accordance with the applicable laws in UAE.

Article 9: Disputes

All disputes that may arise about this agreement are to be settled in accordance with the appeal procedures of the certification body. By signing this agreement, applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals (PCAS-PR-xx) available on PCAS Website-Publicly available information.

If it fails to reach agreement, either party may submit the dispute to the Dubai International Arbitration Centre for arbitration in accordance with its arbitration rules in force at the time of submission. The arbitration place is in Dubai and the arbitration language is English. The arbitration is final and binding on both parties. The arbitration fee shall be borne by the losing party. During the arbitration period, the agreement clauses other than the arbitration part shall continue to be fulfilled.

Article 10: Surveillance

The certification body conducts post-market surveillance on applicant's compliance with his obligations,

By signing this document, the applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, and to preserve the Certification, Applicant accepts that PCAS conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

PCAS retains the right of establishing where product tests must be performed (Customer's facilities or an external laboratory).

Applicant accepts to:

- Provide PCAS with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by PCAS

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b) Send the samples to the external laboratory if needed and to bear the related expenses

If the Customer refuses the visit of the Inspectors/auditors and-or the tests on samples without convincing reasons, the certification will be suspended.

The applicant undertakes to keep at disposal of PCAS and its inspectors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

Surveillance Terms and Conditions:

PCAS conducts post-market surveillance on applicant's compliance with his obligations, by signing the certification agreement document since the beginning, the applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body for post-market surveillance testing.

Furthermore, and to preserve the Certification, Applicant accepts that PCAS conducts on site surveillance visits (at least once a year during the period of certification validity) in accordance with the type of tests and frequency as specified in the related schemes and applicable standards.

PCAS retains the right of establishing where product tests must be performed (Customer's facilities or an external laboratory).

NOTES:

1. During Surveillance, Applicant shall:

- Provide PCAS with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by PCAS.
- Send the samples to the external laboratory if needed and to bear the related expenses

2. If the Customer refuses the visit of the Inspectors/auditors and-or the tests on samples without convincing reasons, the certification will be suspended.

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3. The applicant shall keep at disposal of PCAS and its inspectors/auditors, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.
4. While performing the surveillance, the following issues are always considered:
 - Non-conformities reports raised during the first certification audits (Pre-Assessment and Actual Assessment): during surveillance PCAS shall make sure whether these non-conformities are effectively closed
 - Organizational, document and process-plant changes compared with the previous audit;
 - Appeals and complaints against applicant.
5. Upon completing of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision),
6. PCAS communicates the decision taken within 10 working days from the date of completing the corrective actions raised during the Surveillance Audit by client.
7. If the results of the surveillance do not allow the license to be maintained, PCAS shall promptly inform the Customer with reasons and when pending non-conformities exist, PCAS establishes for each case a maximum deadline of 60 days to solve such non-conformities.
8. When this period above expires without any action by client, the same procedure of suspension-withdrawal of certificates is being followed. Certification cannot be confirmed to be valid again until the solutions and the corrective actions due to possible Critical Non-Conformities will be effectively closed.
9. Supplementary- audits: Supplementary surveillance audits with intervals of less than 12 months can be required by PCAS if critical non-conformities are found. These inspections/audits will be charged to the Customer according to the Price List in force at the inspections'/audits' dates.

Furthermore, if PCAS should receive notifications regarding complaints, non-conformities or doubts regarding the product conformity or the reliability, PCAS has the right to conduct an Supplementary

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inspection/audit to verify the maintenance of compliance with the Normative Documents and applicable standards which were initially assessed.

These notifications may be received also by other Accreditation Bodies and, in this case, inspectors/auditors from these bodies may accompany the PCAS inspectors/auditors, and the Customer cannot oppose to this (please refer to certification agreement terms and conditions). The Supplementary visits may be carried on without any notice. If the Customer should refuse that PCAS carries on these verifications, the PCAS certification will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the Customer.

Article 11: Changes done by client affecting certification - Information on Modifications or Changes in Production

In the case changes affecting certification occur from client side, client is obliged to immediately inform certification body on any of the below mentioned changes:

1. Any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system controlled by the specific certification program.
2. Change or Modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
3. Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process, changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.
4. Client shall inform PCAS if the product is no longer in the market.

In all way, it is advisable for the client to inform PCAS for any changes to identify whether they affect certification.

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Article 12: Complaints Handling by Applicant

The applicant shall keep records and upon request report to the certification body any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate action with respect to such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The applicant shall keep records of such action.

Furthermore, applicant is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers. These records must be available for PCAS review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by client of PCAS client or any interested party where it is necessary to visit the client premises then client shall make all necessary arrangement and demonstrate the actions taken on such complaints.

Article 13: Publicity

The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

Among other methods, the certification body will publicize its authorization of certifying compliance of applicant's product(s) to an applicable standard at the certification body's web site or remove such authorization from such website upon cancellation of this agreement.

Article 14: Suspension - Withdrawal - Cancellation of Certificate

Certification body can revoke the certificate in case of failing to comply with this agreement and its terms and conditions and the terms of certification body. The certification body can notify the applicant that it is withdrawing the certificate at any time after its issue.

In Case of Termination, we need to provide a Letter of Termination stating that the customer/client has to stop using the certificate and immediately remove the products on the market. Any product that was certified under this will be included.

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Article 15: Subcontracting

The applicant agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification body.

The Certification Body and the subcontractor shall be jointly and severally liable to the Applicant for the aforesaid subcontract services.

Article 16: Expiration Period for Pending Applications

By signing this document applicant agrees that; applications for certification that are pending for more than 180 calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period is allowed for taking actions on nonconformance's of certification - surveillance - recertification audit as following:

90 Days for Corrective actions in Certification assessment.

60 Days for Corrective actions for Surveillance-Re certification assessment.

60 Days for suspension of certificate (with one final extension to 30 days if applicant provides convincing justification for extension), Total of 120 days period for Surveillance and recertification corrective actions provision by applicant.

Article 17: Authorization

Applicant hereby gives the permission to PCAS and its staff to perform audit for all required departments, and agrees to fulfill payment of all related cost for the certification process, and PCAS may start exchanging information and visits once this agreement is signed. This statement shall be considered as authority to execute the certification as agreed in this agreement.

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Annex 1: Scope of Services

Annex 2: Fee Structure

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Annex 3: Payment Terms

This agreement is executed in two counterparts by:

Applicant	Certification Body
Represented by:	Represented by:
Date: Click or tap to enter a date.	Date: Click or tap to enter a date.
Signature:	Signature:

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