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| --- |
| Please mark the applicable scheme: |
| [ ]  SASO | [ ]  GSO | [ ]  MoIAT | [ ]  SFDA | [ ]  Any Other Scheme (Specify)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ |

This agreement (hereinafter referred to as “Agreement”) has been entered Choose an item. laws between the Client and GCIQCS.
Unless otherwise agreed in writing, all offers or services and all resulting contractual relationship(s) between GCIQCS, any affiliated companies of GCIQCS to any person applying for certification services (the “Client”) shall be governed by these Agreement.
The Client (hereinafter referred to as “Applicant”) and GCIQCS (hereinafter referred to as “Certification Body”).
First and Second Party 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**

GCIQCS certifies a broad range of products. Current portfolio of products subject to certification with GCIQCS can be found on website: [www.gccertifcations.com](http://www.gccertifcations.com). Further information on case-to-case basis regarding services offered can be sought on email: gciqc@gccertifications.com

The applicant agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

Surveillance activity (wherever is indicated), is not applicable for GSO G-Mark Scheme.

**ARTICLE 2: Responsibilities and Obligations**

* 1. **Applicant Responsibilities:** Applicant accepts and undertakes to:
		1. Always fulfils the certification requirements, including implementing appropriate changes when they are communicated by the GCIQCS.
		2. If the certification applies to ongoing production, the certified product continues to fulfil the product requirements.
		3. the client makes all necessary arrangements for
			1. the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors;
			2. investigation of complaints;
			3. the participation of observers, if applicable;
		4. the client makes claims regarding certification consistent with the scope of certification.
		5. Not use its product certification in such a manner as to bring the GCIQCS into disrepute and does not make any statement regarding its product certification that the GCIQCS may consider misleading or unauthorized;
		6. Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure;
		7. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
		8. In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the GCIQCS or as specified by the certification scheme;
		9. Complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product
		10. keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the GCIQCS when requested, and
			1. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification
			2. documents the actions taken;
		11. Informs the GCIQCS, without delay, of changes that may affect its ability to conform with the certification requirements.
		12. Accept to provide without delay, additional samples whenever requested by GCIQCS, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by GCIQCS for more verification).
		13. Bear cost of all financial requirements related with the certification process including the different inspections that might take place, including the un-announced visits that might be made by certification body to ensure proper compliance by applicant.
		14. If any modification (reduction or alteration) in scope of certification, happens due to GCIQCS decision followed by surveillance visit (if applicable) 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. **Certification Body Responsibilities:**

GCIQCS is responsible for:

* + 1. Completing the various applicable step of the certification activities e.g. including Reassessment, assessment, issuance of certificate, surveillance and re-certification etc.
		2. Storing all information and documents according to confidentiality and security rules by its personnel and experts.
		3. Assure that GCIQCS Inspection/Audit team will not give any information and documents related with the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.
		4. Inform the applicant on the specified information belonging to applicant that will be displayed for sharing with public in any possible means by GCIQCS (website, etc.).

The information are as follows:

1. Applicant (Company)
2. Details (Name, Address)
3. Country
4. Scope of Certification
5. Type of Certification (Process/ Products)
6. Certificate of Conformity No.
7. Certificate Issuance Date
8. COC Expiry
9. Products Listing
10. Status of certification (Valid, Suspended, Withdrawn)

**ARTICLE 3: Fees**

Fees related with the activities under the scope of this agreement, will be charged according to the Tables which are published in GCIQCS website: [www.gccertifcations.com](http://www.gccertifcations.com). Further information on case-to-case basis regarding fee structure can be sought on email: gciqc@gccertifications.com

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 in order 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 GCIQCS.

**ARTICLE 5: Limitation of Liability and Indemnity of Certification Body**

* 1. GCIQCS will take all necessary measures to pay all due care and skill in the performance of the Services and accepts responsibility in cases of proven gross negligence.
	2. Nothing in these General Conditions shall exclude or limit GCIQCS 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.
	3. Total liability to the Client 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 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.
	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 (iii) any incorrect results, Reports or Certificates arising from unclear, erroneous, incomplete, misleading or false information 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 falling within the types of loss or damage identified in (b) above).

**ARTICLE 6: Confidentiality**

**6.1** 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 Choose an item. as applicable.

**6.2** When GCIQCS is required by law or authorized by contractual agreements to release confidential information, the client or person concerned shall, unless prohibited by law, be notified of the information provided.

**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**

This Agreement shall be governed and construed in accordance with the applicable laws in Choose an item. country as applicable.

**ARTICLE 9: Disputes**

All disputes that may arise in connection with 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 (**GCIQCS-SOP-07**) available on GCIQCS Website / Publicly available information.

**ARTICLE 10: Surveillance (Not applicable for GSO G-Mark Scheme):**

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

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, to preserve the Certification, Applicant accepts that GCIQCS 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.

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

Applicant accepts to:

a) Provide GCIQCS with samples of the product under surveillance audits according to a sampling plan specified in the applicable standard or given by GCIQCS.

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

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

The applicant undertakes to keep at disposal of GCIQCS 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 (Not applicable for GSO G-Mark Scheme):**

GCIQCS conducts post-market surveillance on applicant's compliance with his obligations, 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, to preserve the Certification, Applicant accepts that GCIQCS 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.

GCIQCS 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 GCIQCS with samples of the Product under surveillance audits according to a sampling plan specified in the applicable standard or given by GCIQCS.
* Send the samples to the external laboratory if needed and to bear the related expenses.
1. If the Customer refuses the visit of the Inspectors and/or the tests on samples without convincing reasons, the certification will be suspended.
2. The applicant shall keep at disposal of GCIQCS 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.
3. While performing the surveillance, the following issues are always taken into account:
* Non-conformities reports raised during the first certification audits (Pre-Assessment and Actual Assessment) during surveillance GCIQCS 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.
1. Upon completing of the corrective actions, the same flow of activities is being followed for the surveillance visits (Evaluation, revision, decision).
2. GCIQCS communicates (Head of Sales and Marketing Department is responsible to contact client) the decision taken within 10 working days from the date of completing the corrective actions raised during the Surveillance Audit by client.
3. If the results of the surveillance do not allow the license to be maintained, GCIQCS shall promptly inform the Customer with reasons and when pending non-Conformities exist, GCIQCS establishes for each case a maximum deadline of 60 days to solve such non-conformities.
4. 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.
5. Supplementary audits: Supplementary surveillance audits with intervals of less than 12 months can be required by GCIQCS if Critical non-conformities are found. These inspections will be charged to the Customer according to the Price List in force at the inspections' dates.

Furthermore, if GCIQCS should receive notifications regarding complaints, non-Conformities or doubts regarding the product conformity or the reliability, GCIQCS has the right to conduct a Supplementary inspection 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, auditors from these bodies may accompany GCIQCS inspectors, 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 GCIQCS carries on these verifications, GCIQCS 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 GCIQCS 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.

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

**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 to respect 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 GCIQCS review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint received by client of GCIQCS 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.

**ARTICLE 15: Subcontracting**

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

**ARTICLE 16: Expiration Period for Pending Applications**

The 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 non-conformances 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 GCIQCS and its staff to perform audit for all required departments and agrees to fulfill payment of all related cost for the certification process, and GCIQCS 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.

**ARTICLE 18: Control the Use of Certification Mark:**

The applicant acknowledges, recognizes and accepts terms and conditions for the use of Mark of Conformity including specifications, Types of Breach/ Misuse of certification license& Disciplinary Actions and Liabilities, and the Procedure of Control the Use of GCIQCS License, Certificate, and Mark of Conformity can be available on request by writing at gciqc@gccertifications.com

***By signing this document, Client has read and accepting all the provisions stated in this document:***

|  |  |
| --- | --- |
| **Client’ Name:**  | **GCIQCS:**  |
| Represented by: | Represented by: |
| Date: DD/MM/YYYY | Date: DD/MM/YYYY |
| Signature and Stamp:  | Signature and Stamp:  |

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