

Certification Agreement

شركة وثيق للتحقق والمطابقة
WATHEEQ COMPANY FOR CONFORMITY



Number:

Agreement Number: XXXX

Date:

**CERTIFICATION
SCHEME:**

GSO

SASO

Others

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

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

First and Second 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:

Please select/tick the appropriate scope and area of certification, and type of certification (WCC Administrative the scope of certified products for standards selection):

Sector (Product Group)	Please select relevant scope(s)	Area of Service	Type of Service	Type of Certification
Electrical	LVE	Choose an item.	Certificate of Conformity	Product
Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.
Choose an item.	Choose an item.	Choose an item.	Choose an item.	Choose an item.

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 WCC 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 WCC including the schemes and standards specified above.

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 immediately inform the certification body of any changes to the certified product.



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

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

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 Additionally, if certification suspended, withdrawn, or terminated, applicant discontinues the use of WCC Mark of Certification or any reference thereto on all his advertising matters, and acts as required by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

- 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 WCC 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.

2.1.7. Bear responsibility to all complaints raised against him either directly to client or indirectly either to WCC 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 WCC 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 WCC without delay, of changes that may affect its ability to conform with the certification requirements

2.1.9. Not to give the inspection reports to third persons without permission by WCC.

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

2.1.11. Bear the 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 the certification body to ensure proper compliance by applicant.

2.1.12. if any modification (reduction or alteration) in scope of certification, happens due to WCC decision followed by surveillance visit or due to changes affecting certification done by applicant, applicant always commits to use the latest 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 Halal certificate in a way that would hinder its legibility, nor shall tamper the original copies or photocopies of the Halal certificate.

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



2.2. Certification Body Responsibilities:

WCC 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 WCC 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.

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 WCC (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

Fees related with the activities under the scope of this agreement will be charged according to the Tables which are available with WCC.

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 WCC.

Article 5: Limitation of Liability and Indemnity of Certification Body

5.1. WCC 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 WCC 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 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 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
- (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 or not falling within the types of loss or damage identified in (b) above).

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 Kingdom Saudi Arabia.

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 KSA.

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, the applicant acknowledges, recognizes and accepts the procedures of handling complaints and appeals available on WCC Website/Publicly available information.

Article 10: 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 above-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.

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

Article 11: 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, applicants are 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 WCC review at each assessment, surveillance, or reassessment visit.

In addition, if any complaint is received by a client of WCC 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 12: 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 13: 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 the certification body. The certification body can notify the applicant that it is withdrawing the certificate at any time after its issue.

Article 14: Subcontracting

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

Article 15: Expiration Period for Pending Applications

By signing this document, 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 action on nonconformance's of certification / surveillance / recertification audit as following:

Certification Agreement

90 Days for Corrective actions in Certification assessment

Article 16: Authorization

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

This agreement is executed in two counterparts by:

Applicant	Certification Body
Represented by:	Represented by:
Date:	Date:
Signature:	Signature:

