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Parties to the agreement:

This agreement is made on / / between:

1. Bureau Veritas Egypt having its registered office at 51 Hassan Aflaton 6th & 7th Floor Nozha Nasr City Cairo- Egypt and called (BVE),
Represented by: Position
..... (1st Party)

2. The organization or person responsible to a certification body for ensuring that certification requirements , including product requirements , are fulfilled called (CLIENT) which seeking certification against the international standard (.....) having its full name:
.....
.....

and address below:

.....
.....

Represented by: Position
.....(2nd Party)

Defined terms and interpretations:

1. Service: output of a service provider with at least one activity necessarily performed between the service provider and the customer
2. Customer: person or organization that could or does receive a service that is intended for or required by this person or organization

Services to be provided

- a) scheme name:
- b) specified requirements:
- c) services to be certified:
- d) location of service provision:

Commitments of the service provider

1. The client always fulfills the certification requirements including **product requirements** these requirement that relates directly to a product, specified in standards or in other normative documents identified by the certification scheme. The



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Product requirements can be specified in normative documents such as regulations, standards and technical specifications, that is fulfilled by the **client** as a condition of establishing or maintaining certification, including implementing appropriate changes when they are communicated by the certification body ;

2. if the certification applies to ongoing production, the certified product continues to fulfill the product requirements ;
3. the client shall make all necessary arrangements for :
 - a. the conduct of the evaluation which is a combination of the selection and determination functions of conformity assessment activities, 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;
 - b. investigation of complaints;
 - c. the participation of observers, if applicable;
4. the client makes claims regarding certification consistent with the scope of certification which is identification of :
 - a. the product(s), process(es) or service(s) for which the certification is granted,
 - b. the applicable certification scheme, and
 - c. the standard(s) and other normative document(s), including their date of publication, to which it is judged that the product(s), process(es) or service(s) comply
5. the client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body 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 certification body or as specified by the certification scheme;
9. the client 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 **as per the procedure P-25**;



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10. the client keeps a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and
 - a. takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - b. documents the actions taken;
11. The client informs the certification body, without delay, of changes that may affect its ability to conform with the certification requirements. Examples of changes can include but not limited to the following:
 - a. the legal, commercial, organizational status or ownership,
 - b. organization and management (e.g. key managerial, decision-making or technical staff),
 - c. modifications to the product or the production method,
 - d. contact address and production sites,
 - e. major changes to the quality management system.
12. If the client decided to transfer of certification to another certification body, client shall notify BVE before taking the decision by two weeks at least and with the justification, this will not use against the client or change the client decision, but BVE can use this information to solve any unseen issues by the client or to improve its services and increase customer perceptions.
13. The client agree to pay Fees and charges agreed on the offer provided by BVE sales to client and the client has approved and accept it by signing the offer which will be used as a contract upon approved by the client and BVE certification manager. The fees include the certification administration fees , the audit man-days fees , travel and accommodation fees (if required due to travel) , this will include all expanses induced on the travel such as (local transportation , airplane tickets, medical checks or insurance required by country of operational site used by service provider) , and any additional fees may be not seen or known but it relates to services provision , this will include as well the taxes due to the services related to the Egyptian legal requirements.
14. The service provider shall do all the required care to ensure all document information related to certification provided by BVE as well as any verbal information provided by BVE, will confidential not released to any 3rd party without written approval from BVE. The information can only be released under one condition, if required by law or the legal authority. Also, the service provider shall do the same care to its clients.
15. The service provider shall have Insurance and liability to cover any unintentional error(s) or mistakes due to the service (s) of the service provider to its client



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16. The client will communicate with BVE with undue delay in case of Force majeure; this can include an accident cause a complete shutdown of the sites in scope or could affect the quality procedure(s) of the product/service/process conformity. Also, this could be a fraud incident to the certified product /service/process or loss of the BVE logo/mark of conformity which could affect the BVE interests.
17. The service provider will conduct risk assessment for survival and severability which could affect the product/service/process conformity. This risk assessment shall be assessed by BVE during stage one audit and shall be approved. The service provider shall periodically and according to the market situation and due to the internal and external issues as well as the interested parties requirements that affect or could affect the product/service/process conformity do risk assessment evaluation and shall communicate BVE without undue delay in case of change in the risk value without possible control measure to mitigate the hazard associated.
18. During the audit (certification/extension/recertification/surveillance) the service provider will accept the decision of the technical committee regarding any dispute resolution.
19. Alteration of this agreement can be only made in written form and this only allowed before certification/recertification/extension or in case of any un-agreed action by the service provider lead to extra condition required by BVE certification decision committee to ensure the consistent provision of product/service/process under BVE conformity assessment procedure. Also, if required by the EGAC and/or law. BVE will provide the suitable period for the service provider to adapt. This period may be determined by the authority provide the change or by BVE. In case BVE is responsible of the determined the change , BVE will contact the service provider with the new requirement and allow suitable period of change as well as provide some explanation on the new changes.

BVE will provide the service provider with:

- a. Explanation on how to fill the BVE application
- b. Clear and without any discrimination an offer as per provided application
- c. Consistent offers
- d. Draft and final audit report
- e. Clear NCR (if any) and all raised NC will be classified and documented as per ISO 19011
- f. Audit plan include the test plan and any additional requirements before conduct the audit
- g. Help the service provider to understand the BVE and audit requirements before the audit
- h. Provide the service provider with complete understanding of the certification process before sign this agreement.



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- i. The invoice of the audit before conducting the audit and as per agreed on the contract.
- j. Investigate and compliant or appeal from the service of BVE or audit. The service provider will be updated with all information regarding the compliant or appeal. BVE will also provide the service provider with the corrective action taken.
- k. The investigation of any compliant and/or appeal will be completed not more than two weeks of accepting the complaint and/or appeal by the technical committee.
- l. Provide the conformity logo/certificate/license and its use once approved by the certification decision committee.

Governing law and jurisdiction can be done on Egyptian courts and under the Egyptian laws regulate this type of services.

For and on behalf of the Client

For and on behalf of Bureau Veritas-Egypt

Signed

Signed

Name

Name

Tamer Ibrahim

Position

Position

Industry Business line Manager

Date

Date