



CICS Conditions of Contract: ISO Certification

1. Introduction

This agreement defines CICS' terms and conditions relating to verification and certification services. CICS reserves the right to amend this Agreement from time to time provided CICS gives you at least 30 days notice. In this agreement CICS means CICS staff and agents.

2. Enquiry

Following your enquiry you will be requested to supply CICS with appropriate information. From this information you will be provided with a written quotation for CICS' services, specifying the duration and cost involved.

3. Initial Assessments

To enable CICS to establish confidence that your management system(s) meet the requirements of this agreement and the specified standard, we require you to:

- Allow CICS full access to all work areas, personnel, records and documentation relevant to your application.
- Demonstrate compliance to the specified standard, to CICS' satisfaction.
- Nominate a management representative and advise CICS of this nomination.

If CICS is not satisfied that compliance can be adequately demonstrated during the initial assessment, it may be necessary to undertake further special visits. Should this be the case, they will be arranged in advance and a written quotation provided.

4. Certification

Following a satisfactory visit and submission of an adequate corrective action response (where necessary) an independent review of the initial assessment report will be conducted. If satisfactory CICS shall then grant certification. As evidence of certification you will receive a CICS signed certificate, valid for 3 years, detailing the scope of assessed activities and location. Continuation appendices may support this.

CICS may at any time refuse certification or revoke, suspend or terminate certification where, in CICS' reasonable opinion, compliance with the specified standard or this agreement has not been met.

5. Surveillance and Re-assessment

It is a condition of this agreement that you advise CICS in writing, if at any time you no longer comply with this agreement or the specified management standard, or make significant changes to your management system. You should advise your designated CICS contact.

It is an additional requirement of ISO 17021 that you shall advise CICS in writing of any changes to:

- The legal, commercial organisational status or ownership.
- Organisational and management (key managerial, decision-making or technical staff).
- Contact address and site/s
- Scope of operations under the certified management system and
- Major changes to the management system processes.
- If you believe you are failing to comply with the appropriate scheme rules & regulations.
- If you become aware of any errors or inaccuracies in the data supplied to CICS.

CICS shall make regular visits to your premises to ascertain the continuing effectiveness of your management system. The duration and frequency shall be at the reasonable discretion of CICS.

Prior to the expiry of your certificate CICS will undertake a re-assessment visit. This visit shall include a review of the previous visit reports, conducted within the certification cycle. In some cases this may require a slightly extended visit, in order to assess fully suitability for renewal of your certificate.

6. Publicity & Promotion

In order to maintain the integrity of CICS' service, you agree not to make any misleading statements

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concerning your application or certification to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

7. Confidentiality

CICS, its staff and agents shall keep confidential all information relating to your business and shall not disclose that information to any third party.

CICS' staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need to know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement.

You shall keep confidential all information relating to the commercial and intellectual property of CICS and shall not disclose this to any third party.

These restrictions shall not apply to any information in the public domain or which CICS is required by law or relevant accreditation bodies to disclose.

8. Fees and Charges

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid within 28 days following the date of the invoice or prior to certificate issue as appropriate.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you may be subject to a discretionary charge, up to the full cost of the visit.

CICS shall wherever possible conduct visits as part of a tour. The cost of travel and travel expenses shall be evenly allocated across all clients that make up the tour, based upon the respective duration of visits, where not included in the quotation.

9. Ownership of CICS certification

The certificate and the right to use the CICS logo shall remain the property of CICS and you agree not to assign, charge, licence, transfer or otherwise deal with it in any way.

10. Assignment

CICS may assign this agreement to any company or corporate body in which CICS has an interest, owns shares or has an affiliation with. CICS may sub contract the undertakings of assessment visits to CICS approved agents.

11. Force Majeure

CICS and you will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

12. Safety

You are responsible for ensuring that when CICS visits your site CICS has adequate protective equipment for the working environment to be assessed. Where specialist training is required this shall be disclosed to CICS at the outset. Please raise these issues with your CICS contact in advance of a visit.

13. Limitation of Liability

Except for liability for death or personal injury directly resulting from CICS' acts or omissions, CICS' liability in respect of any single event or series of events for breach of CICS' obligations in this Agreement shall be strictly limited to the amounts paid by you to CICS in the 12 months preceding the date of the event or events giving rise to the loss.

14. Insurance

CICS reserves the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage for the purpose of meeting any third party liability.

15. Complaints

If CICS receives a complaint about your organisation, within the scope of your certification, which proves on investigation to be well founded, CICS will require immediate action within a specified time. Failure to take

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adequate action may lead to withdrawal or suspension of certification. A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate.

If you have cause to complain about the provision of CICS service, the complaint should be made to the Chief Executive.

16. Appeals

Where you are unable to resolve any dispute relating to your certification by discussion with your designated contact, you may appeal in writing to the CICS Company Secretary.

17. Law

English law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the courts of England and Wales.

18. Additional Scheme requirements ISO14001 & OHSAS 18001

It is an additional requirement of ISO14001 & OHSAS 18001 certification that you shall advise your designated contact of any significant or continuous breach of environmental or health and safety legislation. CICS reserves the right to terminate this agreement if you fail to notify CICS of such a breach or act in a way to bring your certification into disrepute, or have failed to remedy such breach within the time frame agreed with the regulators.

CICS reserves the right to update the quotation provided for ISO14001 or OHSAS 18001, if upon completion of Phase I assessment there are significant issues raised, not known at the enquiry stage.

19. Additional Scheme requirements Product Conformity

It is a requirement of all Product Conformity schemes that you advise CICS in writing of any product failures against the certified standard, that have been released for sale, as conforming to that standard. CICS reserves the right to terminate this agreement if you fail to notify CICS of such a failure or act in a way to bring your certification into disrepute. Such failure shall be investigated and may result in additional independent re-testing, at your cost.

It is an additional requirement of all Product Conformity schemes that you advise CICS in writing if you stop or suspend manufacture of a product that holds a product conformity certificate, for more than 12 months.

CICS reserves the right to suspend or withdraw the respective product certification licence.

Additional fees and charges for testing and administration are applicable to product conformity.

20. Additional scheme requirements integrated certification

Where an integrated certificate is issued the specific additional scheme requirements of each scheme included in the integrated certification shall also apply.

21. Termination

CICS reserves the right to terminate this Agreement without cause by giving you 90 days notice in writing.

You may also terminate this agreement by giving CICS 90 days notice in writing.

Upon termination you must remove all references to CICS certification. Your signed certificate and all copies must be returned to CICS within 28 days of the date of termination.

Either party may terminate the Agreement without notice if the other party is unable to pay its debts or becomes insolvent or an order should be made or a resolution passed for the liquidation, administration, winding-up or dissolution of the other party.

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