

Management System Certification Agreement

Atyab International Services

This Service AGREEMENT is made at **Muscat**, on _____ between:

AIS International Services a Company registered under the Sultanate of Oman laws having registered office at P.O. Box:566, P.C:112, Ruwi, Muscat. hereinafter referred to as 'AIS Certifications' which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the first part,

AND

M/s _____, having office at, hereinafter referred to as 'Client' which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the other part. Whereas this agreement is made to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied for the following certification by Client:

Services applied for	Version	Accreditation Required

Whereas this agreement is made to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied by Client.

AIS Certifications is into the activity of Certification & Auditing Services as defined in Agreement for Certification Services(s) (AIS Certifications-F-004). Certification services are provided subject to standard-specific accredited certification rules, attached hereto and to the following general terms and conditions to be followed before and after certification. The purpose of the contract is to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied by Client. This agreement is valid till the expiry of the certification issued i.e. normally 3 (three) years. Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.

Clause	Subject (Terms & Conditions)
1	General requirements
1.1	Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards.
1.2	The audit program shall include a two-stage initial audit, surveillance audits in the first and second years, and a recertification audit in the third year prior to expiration of certificate.
1.3	Client shall maintain documented system as required by the standard for which certification is required and all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints.
1.4	A documented report is provided after each audit
1.5	An audit plan is established for each audit in contract with the Client.
1.6	Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors).
1.7	Client shall comply with certification requirements
1.8	Your registered e-mail and mobile number shall only be used to deliver requested information or to give you access to your profile of subscriptions.

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Clause	Subject (Terms & Conditions)
1.9	Clients do and hereby subscribe to get e-mail notification and mobile alert from the AIS Certifications and its overseas office location for Alerts, Bulletin, information related to application, acknowledgment, agreement, Notice, Information, change, newsletter and alerts in relation to the certification services as provided by the AIS Certifications. Second party subscribes to newly available update, speeches, articles and reports in the AIS Certifications Bulletin, press releases, and other items (greetings and general communication). The message provides a brief description and a link to the recent posting and documents.
1.10	To subscribe, all you need is a valid e-mail address & mobile number. Your e-mail will only be used to deliver the requested information or to give you access to the information, documents, report, invoice and confirmation alerts along with seasonal greetings unless your subscription preferences indicate otherwise.
1.11	AIS Certifications provides the Quotation, Agreement, Invoices, Brief of Audit reports (along with NCs), Certificates and other related documents to Clients on the MIS of the AIS Certifications by log in to MIS and it is already communicated to client only in English language, but client may choose in any other possible mean like by mail or courier facility if available with AIS Certifications or at its Franchisee. But translated report in local language may be made available at extra cost. Log in details available on registration at www.ais-mea.com Certifications group in or at log in link available on the website of the AIS Certifications.
1.12	If Stage-1 and stage 2 are planned together, but in any case, if there are any finding in the stage-1 which led a situation where stage 2 cannot be conducted, Client shall be liable to pay full audit fees for the cancellation of the audit plan and other associated expenses for the travel and conveyance.
2	Public Notice
	AIS Certifications maintains a list of its Certified Organizations. The information in the list is available to the public on its website www.ais-mea.com Updates to the list will be performed on daily basis. Certificate accredited by accreditation board where certificate need to be updated on the register, shall be updated as per procedure of AIS Certifications-P-15 or as per requirement of the accreditation board and same may be available for verification to public, except in case client specifically request not to publish its information on public.
3	Responsibility of AIS Certifications
	This agreement shall become a contract between the Organization and upon its acceptance, in AIS Certifications the space below by AIS Certifications and the Organizations' authorized representative. This agreement, upon such acceptance, is mutually agreed to contain all and the only agreements between AIS Certifications and the Organization, and that no representative or representative from either party has made any statements, representations or arguments, verbal or written, which contradicts or adds to this agreement.

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Clause	Subject (Terms & Conditions)
	<p>AIS Certifications reserves the right to make revisions to the contract and to issue a new agreement, which will become a contract between the Organization and AIS Certifications when accepted by both parties. Except as otherwise provided herein, both AIS Certifications and the Organization may terminate this agreement without cause upon written notice of such termination within thirty days prior to the date of such termination with the exception that accrued fees shall be payable in accordance with the terms contained herein. As a party to this agreement, AIS Certifications is responsible for conducting the assessments and providing certification in accordance with the current issue of AIS Certifications Quality Management Systems Certification Scheme Regulations to ISO series of standards which forms an integral part of this Agreement. AIS Certifications as an accredited AIS Certifications does not provide any consultancy or internal audit services or assistance in the implementation of documented quality system to any organization preparatory to its assessment for certification. AIS Certifications will keep the Organization updated on changing certification requirements, Certification process, surveillance, re-certification and Resolution of complaints, if any.</p>
4	Responsibility of Organization
4.1	<p>As a part to this agreement, the 'Client' agrees to provide AIS Certifications with all documents, information and facilities at sites as required, to enable AIS Certifications to provide its services under this Agreement and sites will be audited as per the sample plan prepared by AIS Certifications. And that the 'Client' shall clarify all safety norms & shall ensure the safety for the Auditor/Lead Auditor/Technical Expert or any other person (including but not limited to Representative or accreditation) accompanying with the Auditor. The AIS Certifications don't not presuppose a particular manner of implementation of standard or a particular format for documentation, documented information and records. AIS Certifications shall focus on establishing that a client's documents, documented information meets the requirements as specified in certifiable standard.</p>

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	<p>The applicant agrees that AIS Certifications (i.e. AIS Certifications), in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The applicant acknowledges that the opinions and findings of AIS Certifications represent its judgement given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that AIS Certifications does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party. The applicant agrees that the distribution (meaning sale, lease or gift) or promotion of any product utilizing a marking or description referring to AIS Certifications would mislead the public if such a product is not eligible to use the marking or description or does not comply with the requirements of AIS Certifications or if AIS Certifications certification is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the applicant agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of AIS Certifications restraining the Applicant from further use of AIS Certifications certification or any other reference to AIS Certifications in any manner whatsoever, and from any further distribution or promotion of said products bearing AIS Certifications certification or any other reference to AIS Certifications and any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the distribution of products already utilizing AIS Certifications certificate which have been previously found to be in compliance with the requirements of AIS Certifications at the time. The granting or issuance of such temporary injunctions shall not affect the right of AIS Certifications to compensatory and punitive damages for the misuse of its AIS Certifications certification or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Applicant agrees to hold AIS Certifications harmless and to defend and indemnify AIS Certifications against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the applicant of AIS Certifications certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement. In the event that AIS Certifications notifies all those it has sent the then most recent issue of the Certification Directory of any incorrect certification published therein, or elsewhere, Applicant agrees not to hold AIS Certifications liable in any way for any damage caused by such incorrect published certification, unless such damage was the result of an intentional tort, a willful act or gross negligence by AIS Certifications.</p>
4.2	<p>In case of transfer of certificate, client shall give access to accreditation board to visit the client site to verify the location.</p>
4.3	<p>In case of any scope is reduced or disallowed by the accreditation board, certified client agrees to accept the certification on AIS Certifications Logo and agrees to surrender original certificate which is found beyond the scope of the accreditation. In case where client fails to surrender the certificate, AIS Certifications shall have right to withdraw such accredited certificate after giving 30 days' notice and with no liability.</p>
4.4	<p>Certified Client is required and hereby confirm that:</p>

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Clause	Subject (Terms & Conditions)
	<p>a) Confirms to the requirements of AIS Certifications when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,</p> <p>b) Does not make or permit any misleading statement regarding its certification,</p> <p>c) Does not use or permit the use of certification document or any part thereof in a misleading manner,</p> <p>d) Upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by AIS Certifications (Please refer AIS Certifications procedure).</p> <p>e) Amends all advertising matter when the scope of certification has been reduced,</p> <p>f) Does not allow reference to its management system certification to be used in such a way as to imply that AIS Certifications certifies a product (including services) or processes,</p> <p>g) Does not imply that the certification applies to activities that are outside the scope of certification,</p> <p>h) Does not use its certification in such a manner that would bring AIS Certifications and/or certification system into disrepute and lose public trust.</p> <p>i) If certified client use accreditation logo, Certified client stop using logo of accreditation board or any other logo which authorization comes due to accreditation, as soon AIS Certifications inform the same to client by newsletter or in any other mean.</p>
4.5	<p>Certified Client is required to inform AIS Certifications in writing:</p>
	<p>Certified client informs AIS Certifications, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include changes relating to</p> <ul style="list-style-type: none"> • Change in legal commercial, organizational status or ownership. • Organization and management (e. g. key managerial, decision-making or technical staff), • Contract address and sites • Scope of operations under the certified management system, and • Major changes to the management system and processes. <p>And authorize AIS Certifications to provide access, facility and reimbursement of the fees to verify the continuity of the requirement of the standards after such changes to the certified client.</p>
5	<p>Financial Terms</p>
5.1	<p>Invoices / Performa Invoices for services rendered in accordance with certification services agreement upon the basis of the Application Form for Registration duly signed by the Organization & shall be submitted to the organization. Charges and fees shall be based on AIS Certifications Schedule of Fees identified in AIS Certifications-F-004(s) effective at the time when agreement is accepted or as amended and agreed to by both parties. Invoices shall be payable upon receipt.</p>
5.2	<p>Postponement of confirmed on-site audit dates may result in charges up to 50 percent of scheduled on-site assessment plus all pre-paid expenses.</p>

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5.3	<p>In the event an account is not paid or otherwise resolved within 30 days (in your case its 15 days) after the date of invoice, AIS Certifications may at its option:</p> <ul style="list-style-type: none"> • Refuse any further consideration of the agreement, • Not issue a certification document or • Terminate this agreement with reasons in writing
5.4	Fees and expenses incurred by AIS Certifications in connection with collecting past due accounts shall be the responsibility of the Organization.
5.5	Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled
5.6	Part of the Contract review form of the AIS Certifications which is used to determine the Audit time and the justification to your organization is attached as annexure of this agreement and by signing this contract Client organization acknowledged that it have received and agreed with the method to determine the audit man-days and audit man-days too. Copy of the same may be available to the client upon request at any time during the contract period upon payment of the administration fees of <u>100 OMR</u> plus applicable Taxes plus courier charge to be invoiced on actual basis.
6	Special Visit
	Fees for special Surveillance visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately. Failing to allow special visit may be ground for suspension and subsequently certification may be withdrawn.
7	Pre-Certification Terms and Conditions
7.1	The Organization agrees to comply with relevant provisions of applicable ISO (9001/14001/22000/ 45001,) standard requirements, with the requirements for certification-granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification as specified in Certification Rules. If the organization has multiple sites, the agreement shall cover all the sites covered by the scope of the certification.
7.2	The accreditation body can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessors to assess the competency of the AIS Certifications auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by AIS Certifications.
7.3	Due to any circumstances whatsoever, AIS Certifications can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then fee based on the man-day, travel and lodging will be charged to the client.
7.4	When requested, Organization shall make available all documents including complaint and related matters to AIS Certifications within 7 days from the date of request. AIS Certifications may make unnotified / surprise visit to the client place or any of its site covered under the management system certification and client shall permit representative of AIS Certifications or accreditation board.
7.5	AIS Certifications shall not be liable for any loss or damage due to any failure or delay in performance of this agreement resulting from any cause beyond our reasonable control, compliance with applicable regulations or directive of national, state or local governments is the responsibility of the client.

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7.6	Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits.
7.7	Any statutes of limitations notwithstanding, the Organization agrees that its right to bring or assert against AIS Certifications any and all claims, demands, or proceedings, whether in arbitration or otherwise, shall be waived unless notice is received by AIS Certifications within thirty days after the Organization has taken notice of or should reasonably have been expected to have had notice of the basis for such claims; but it should be within ninety days of the service provided by AIS Certifications. Any arbitration or legal proceedings shall be treated as time barred/null and void if notice is not received by AIS Certifications within 90 days of its providing service on the basis
7.8	Travel expenses of Assessment staff will be charged at actual from our nearest office. Boarding and lodging expenses shall be charged at actual where the assessment staff is required to travel overnight.
7.9	The Certification process shall be initiated after the acceptance of this agreement.
7.10	For the scopes not available with AIS Certifications, the validity of certificate is contingent upon the organization agreeing and meeting the requirements specified in Certification Rules as given in our website and this agreement. The conformity with the requirements for certification is the responsibility of the organization. AIS Certifications shall issue a non-accredited certificate. As per the terms mutually agreed a fresh accredited certificate may be issued as and when the activity is accredited by Accreditation Body. In the event the client is issued a non-accredited certificate, AIS Certifications can provide an accredited certificate only after doing a fresh audit as per the terms mutually agreed. In case any change of rules or methodology is advised by the accreditation body, the same shall be applicable for AIS Certifications and the client for maintaining the validity of Certificate.
7.11	After the acceptance of AIS Certifications-F-004, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of AIS Certifications is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in AIS Certifications-F-004 is valid for 60 days from the date of issuance.
7.12	This Agreement will be governed exclusively by the laws prevailing under the jurisdiction of Oman courts only. In the event of any dispute the client/ organization and AIS Certifications agreed to submit exclusively to the jurisdiction of the courts located at Oman for resolution of any dispute arising out of or in connection with this agreement.
7.13	Having read and understood the terms of this agreement both the parties have entered into this agreement.
7.14	The client shall agree allow and give access to Auditors and /or personnel from Accreditation Body to witness the audit carried out AIS Certifications.
8	Post Certification Terms and Conditions
8.1	Certificates: Certificates of conformity issued by AIS Certifications shall be the property of AIS Certifications and that these shall be returned to AIS Certifications if and when the certificate is withdrawn.

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8.2	Use of Logos and Marks: Right to use Logo is granted and the use of the logo is subject to restrictions. The use of logo / marks does not imply that product / service is Marks certified. Logo and shall not be used during the period of suspension / withdrawal of certificate.
8.3	Voluntary withdrawal: Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard.
8.4	Suspension and withdrawal: AIS Certifications will impose the suspension based on the conditions defined in the certification rules which is provided to the client. AIS Certifications will Suspend and / or withdraw the certificate if the client fails to meet the requirements of the Standard or Criteria, fees and / or expenses incurred by AIS Certifications are not paid / cleared and also in the opinion of the auditor that the terms of business of AIS Certifications you are complying with, is not established. The reasons which caused suspension shall be complied within 6 months after this the suspended certificate will be withdrawn. Under the withdrawal of certification, the organization shall return the original certification and other related documents.
8.5	The client shall agree to inform AIS Certifications any changes with respect to Management System, Organizational change including personnel, change of location or address and any additional or deletion of processes / activities.
8.6	Certification is granted and maintained based on the limited sampling audit and AIS Certifications shall not be responsible for the client's failure to maintain the implemented documented system.
8.7	Complaints and appeals: You have the right to complain against assessment / findings on decisions taken by AIS Certifications auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out AIS Certifications and the findings of the complaint will be intimated to you. You will also have the right to appeal against any decision taken. Any complaints received from third party will be forwarded to you. The actions taken by you on these complaints shall be notified and communicated to AIS Certifications.
9	Fundamental Terms
9.1	The Organization hereby warrants and covenants with AIS Certifications that it will, at all times, during the subsistence of the Agreement comply with all AIS Certifications requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of AIS Certifications as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with AIS Certifications Accredited Quality System Certification Scheme Regulations.
9.2	As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by AIS Certifications, the Organization, hereby, agrees to its certification or surveillance audit scheduled by AIS Certifications, to be witnessed by AIS Certifications Accreditation bodies who's Auditors may accompany AIS Certifications audit team as and when required.

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9.3	The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to AIS Certifications for the purposes of this Agreement.
9.4	The organization shall ensure that the information provided to AIS Certifications by the organization, relevant to its management system is kept updated and it shall promptly notify AIS Certifications of any intended change in its Management system which would significantly affect the effective implementation of its management system. Changes such as contact address and sites, legal status, scope of Certification, organizational structural changes need to be communicated to the AIS Certifications. Also, the organization is bound to inform AIS Certifications in without delay, of any significant events including, but not limited to fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority and inform the OHS related findings by any third party at surveillance or recertification audit.
9.5	AIS Certifications shall inform the client, in advance, of the information it intends to place in the public domain
9.6	All other information, except for information that is made publicly accessible by the client, will be considered confidential by AIS Certifications
9.7	Except as required in this International Standard, is information about a particular client or individual disclosed to a third party without the written consent of the client or individual concerned. Will not be disclosed by AIS Certifications.
9.8	AIS Certifications have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate.
9.10	Certified organization shall not apply marks to laboratory test, calibration or inspection reports such reports are deemed to be products in this context.
10	Significant Changes: In the event of any significant change affecting the activity and operation of the organization, AIS Certifications may require to conduct a reassessment for further validity of the certification.
10.1	Organization shall conform to the requirements of the AIS Certifications when making the references to its certification status in communication with media through internet, brochures or advertising, or other documents
10.2	Organization shall not use or present the use of certification document in a misleading manner or make such statements.
10.3	Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by AIS Certifications.
10.4	Organization shall amend all advertising matter when the sector and scope of certification has been reduced, amended or modified.
10.5	Organization shall not allow reference to its management system certification to be used in such a way, as to imply that AIS Certifications has certified a product or services or process.
10.6	Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification.
10.7	Organization shall not use its certification in such a manner that would bring AIS Certifications and/or certification system into disrepute or loose public trust.

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10.8	AIS Certifications shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. AIS Certifications actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action.
10.9	AIS Certifications shall provide information of client's, address standard and scope in public domain.
10.11	Only to claim that they are certified with respect to those activities for which it has been granted certification. In case of Test & calibration laboratory management system certification is not equivalent to accreditation (as per ISO/ IEC 17025) of the testing or calibration laboratory and no such claim shall be made.
10.12	Not to use certification/ Accreditation logos in such manner as to bring AIS Certifications Accreditation Body into disrepute and not to make any misleading or unauthorized statement or incorrect references (such as claiming certification of locations/ activities/ sites not covered in the scope) with respect to their certification. The customer shall ensure compliance to these requirements while making reference to its registration or use of certification logo/ mark in communication media such as Documents, brochures or advertising. The customer shall follow the logo rules which be supplied along with the certificate, if issued.
10.13	To discontinue the use of all material containing any reference to their certification, if at any time the certification is suspended or cancelled.
10.14	Not to use certification/ accreditation logos to indicate that the product or service is certified by AIS Certifications.
10.15	AIS Certifications may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in AIS Certifications opinion, compliance with the specified standard/ specification (including not meeting the regulatory requirements) is not maintained on continuous basis or conditions of this contract are not met. In case of cancellation, the customer's name shall be removed from the register of certified companies and such information may be available to public.
11	Liability
11.1	Except, in the case of deliberate neglect on the part of AIS Certifications, its employees, servants or agents, AIS Certifications shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services.
11.2	In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise AIS Certifications liability will be limited to an amount not exceeding the maximum fee (if any) charged by AIS Certifications for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then said restriction shall apply with such words deleted or amended or added.
11.3	The provision of this clause shall not apply to any death or personal injury, but the Organization shall maintain at all times adequate insurance sufficient to cover all liability that may arise as a result of any matter arising in pursuant to this Agreement.
12	Force Majeure

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	AIS Certifications shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen
13	Confidentiality and fundamentals
13.1	Except as may be required by Law, AIS Certifications and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement.
13.2	AIS Certifications shall, through legally enforceable agreements, follow policy to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on our behalf.
13.3	AIS Certifications shall inform the Organization; of any information other than brief particulars of the organization about that AIS Certifications shall place them, as per then existing practice covering name, relevant nominative document, scope and geographical locations in public domain. All other information, except for information that is made publically accessible by the Organization, shall be considered confidential.
13.4	Except as required by the Accreditation Body information of the Organization or any individual shall not be disclosed to a third party without the written consent of the Organization or individual concerned.
13.5	Where AIS Certifications is required by law to release confidential information to a third party, Organization or individual concerned shall, unless regulated by law, be notified in advance of the information provided.
13.6	Information about the Organization from sources other than Organization i.e. complaints and regulators shall be treated as confidential, consistent with AIS Certifications policy.
13.7	Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the AIS Certifications behalf, shall keep confidential all information obtained or created during the performance of the AIS Certifications activities.
13.8	AIS Certifications shall ensure the secure handling of all confidential information including documents and records held by it.
13.9	When any confidential information is to be made available to any external bodies' i.e. accreditation body, agreement group of per assessment scheme, AIS Certifications shall keep the organization informed.
14	AIS Certifications shall provide detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification and the normative requirements for certification; in its website www.ais-mea.com
15	AIS Certifications shall information about the fees for application, initial certification and continuing certification in its Quotation.
16	Client organization which ieing audited shall

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16.1	Comply with certification requirements, make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints, and to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors);
16.2	AIS Certifications shall provide documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements in 8.4 ISO 17021 (Reference to certification and use of marks)
16.3	AIS Certifications will make publicly available the information on procedures for handling complaints and appeals.
16.4	AIS Certifications will give its certified clients due notice of any changes to its requirements for certification and it will verify that each certified client complies with the new requirements
16.5	AIS Certifications with legally enforceable arrangements to ensures that the certified client informs AIS Certifications, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to the legal, commercial, organizational status or ownership, organization and management (e.g. key managerial, decision-making or technical staff), contact address and sites, scope of operations under the certified management system, and major changes to the management system and processes
16.6	Allow the Accreditation Board Assessors with or without AIS Certifications Audit Team to verify the relevant documents and records maintained for particular Management System Certification, the information about the audit will be provided well in advance.
17	Disputes
17.1	Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by AIS Certifications for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the AIS Certifications Accredited Management Systems Certification Scheme Regulations and is publically available in the web site. In case(s) of disputes(s) which may arise between the parties with respect to the execution, interpretation and performance of this Agreement, both parties shall do their best to settle in an amicable manner.
17.2	Organization The justification to determine the effective number of personnel shall be available to the client organization and to the Accreditation Body for review during their assessments and on request from the Accreditation Body.

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17.3	In case of any legal dispute the jurisdiction will be Oman Courts Only. The arbitrator shall be appointed by the Managing Director and the whole decision of the arbitrator shall be binding on both the parties.
18	Certification Recommendation
18.1	In the event of major non-conformities being, Follow Up Audit will be conducted and the organization need to submit a Corrective action plan within 2 weeks. The corrective actions being verified onsite and closed out through a Follow Up Audit within 4 weeks of the assessment date, before certification is granted, or as decided by Certification Committee, Recommendation for certification is made subject to successful closure of Major Non-conformity after the follow up audit.
18.2	Where the audit has revealed only minor non-conformities which need to be addressed through corrective actions, the certification may be recommended subject to the Corrective Action Plan being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent surveillance audit.
18.3	In the case of where "opportunities for improvement having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.
18.4	AIS Certifications may perform additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) to verify effective correction and corrective actions.

For and on behalf of AIS Certifications		For and on behalf of the Client	
AIS Certifications		M/s	
Signature with Company Seal		Signature with Seal	
Name:		Name:	
Designation:	Managing Director	Designation:	
Date		Date	