



الجمعية العلمية الملكية
Royal Scientific Society

Department: Conformity Assessment Centre

Division: Certification

Laboratory: -

General Conditions for CAC as Certification Body CACSM02A04

Issue No. & Date

No. (1)

1/10/2020

Revision No. & Date

No. (4)

03/02/2025

Prepared by:
Manager of Certification
Eng. Jawad Al-Zoubi

Approved by:
Director of Conformity Assessment Centre
Eng. Ruba Al-Malkawi

Date: 03/02/2025

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General Conditions for CAC as Certification Body

Item 1: The Supplier At all times ensures to comply with the terms of this Agreement and with the provisions of the relevant standards.

Item 2: The Supplier shall assure prompt response to all communications from the Certification Body.

Item 3: The Supplier shall assign the contact person and the facilitator of the work of the Certification Body.

Item 4: The Supplier shall supply the Certification Body with all information and facilities and to afford the Certification Body such reasonable access and cooperation as, in each case, is necessary to enable it to provide the Service.

Item 5: The supplier shall facilitate the participation of observers, if applicable.

Item 6: in case the certification applies to ongoing production, the supplier shall ensure that the certified product continues to fulfil the product requirements.

Item 7: The supplier shall complies 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.

Item 8: The Supplier shall inform the Certification Body of any planned changes which may affect the continuity and validity of the Services.

Item 9: The Supplier shall agree to keep record of all complaints made known to him relating to a product's compliance with requirements of the relevant standard and to make these records available to the Certification Body when requested. And the Supplier shall agree to take appropriate action related to these complaints and any deficiency found in the products or services that affect the compliance with requirements for certification, and agree to document these actions.

Item 10: The Certification Body shall have no liability for any failure or delay in the provision of the Services or any part therefore resulting from any condition or circumstance beyond the reasonable control of the Certification Body.

Item 11: The Certification Body obligation to the Supplier is in delivering the services on time agreed upon within the agreed upon scope of services.

Item 12: The Supplier shall not to use the services in such a manner as to bring the Certification Body into disrepute and to take appropriate steps to correct any statement used by itself and/or its clients which the Certification Body considers to be misleading or unauthorized and to use certification only to indicate that products are certified as being in conformity with specified standards.

Item 13: The Supplier shall verify that he, upon suspension or cancellation of the certification, shall discontinue his use of all advertising matter that contains any reference thereto and returns any certification documents as required by the Certification Body.

Item 14: The Supplier shall verify that he endeavors to ensure that no certificate or report nor any part thereof is used in a misleading manner.

Item 15: The Certification Body shall give due notice of any changes it intends to make in its requirements for certification .it shall take account of views expressed by interested parties before deciding on the precise form and effective data of the changes.

Item 16: The Supplier shall ensure that all necessary measures are taken for safety and security of working conditions, sites and installations during the performance of the Services.

Item 17: The Supplier shall verify that he has already viewed the description of the evaluation and certification procedures that are followed by the Certification Body, on the electronic website of the Certification Body and has asked for elaborations on points he didn't find clear.

Item 18: The Supplier shall verify that when contacted by the Certification Body related to a certified product-requirement modification with the right documents, to inform the Certification Body with his acceptance or rejection of the modification within the specified time.

Item 19: The Supplier shall agree that in case he answers the Certification Body that he couldn't be prepared for the modification within the specified time period, or if the terms for acceptance lapse, or if the results of any supplementary exams are not favorable, that the certificate covering the particular product shall cease to be valid on the date when the modified specifications become effective unless otherwise decided by the Certification Body, hence he agrees that he shall not be allowed to release certified products resulting from such changes until the Certification Body has notified the Supplier accordingly.

Item 20: The Supplier shall verify that he, in making reference to his product certification in communication media such as documents, brochures or advertising, shall comply with the requirements of the Certification Body.

Item 21: The Supplier shall verify that he agrees to inform the Certification Body in the event of any changes significantly affecting the product's design or specification or changes in the ownership, structure or management of the Supplier, if relevant, or in the case of any other information indicating that the product may no longer comply with the requirements of the certification system such as intended modification to the product, manufacturing process or, if relevant, its quality system. If this is the case, the Supplier agrees that the agreement allows the Certification Body to take a decision on whether the announced changes require further investigations, and the Supplier accepts that he is not allowed to release certified products resulting from such changes until the Certification Body has notified the Supplier accordingly.

Item 22: The Parties shall at all times keep confidential information acquired in consequences of this Agreement. The recipient of confidential information shall not release or disclose information, or permit release or disclosure, without prior permission of the other party, even though that obtained from sources other than the client (e.g. complainant, regulators), certain information and disclosures are excluded from the confidentiality obligations set forth above, as follows:

- Is already known to the Certification Body or is later developed by it without use of the Supplier's information;
- Is acquired by the Certification Body lawfully and in good faith from third party;
- Is disclosed by the Supplier to a non-confidential basis, or
- Is required to be disclosed by applicable law or regulation or court order; in case of prohibited by law.
- Suppliers information that viewed by accreditation bodies assessors for accreditation purposes of CAC.

Item 23: The Supplier warrants and undertakes that it will not reproduce any document in whole or in part without the prior written approval of the Certification Body

Item 24: The Supplier acknowledges that any emails and attachments to them that have originated from the Certification Body are intended only for the party to whom they are addressed. They may contain confidential information and documents that are the copyright of the Certification Body.

Item 25: This obligation to confidentiality shall remain in force and effect notwithstanding termination of this Agreement.

Item 26: The Supplier shall have license to use all reports, test results, opinion and other documents prepared by or on behalf of the Certification Body for the sole purpose for which the same were prepared and provided by the Certification Body

Item 27: The Certification Body reserves the right to sub-contract services within the Certification Body rules after informing the supplier; to provide him an opportunity to object. The Certification Body shall integrate such sub-contracted Services with its own.

Item 28: The key personnel who perform the agreement activities shall be liable for damage caused to the Certification Body by the key person or though engaged parties within the agreement activities.

Item 29: The services and reports provided by Certification Body do not relieve the Supplier from meeting their responsibilities, contractual obligations and legal liabilities.

Item 30: The Supplier is responsible for organizing and managing the external visits outside its premises whenever necessary for the project, such as Certification Body's staff visits to the quarries.

Item 31: The company is responsible for taking and preparing the samples, and it covers the expenses of sending them to the testing body

Item 32: In case of changes in the pricing, of the Certification Body's activities the Supplier will be notified without any hesitation.

Item 33: The Certification Body shall not be liable for any loss or damage of documents from the Supplier during the preparation for granting the Certification of Conformity or after granting it. Certification Body is solely responsible for the loss or damage of the Supplier's documents when that is caused by one of Certification Body's staff.

Item .34: Any record or document provided by Certification Body shall not be considered official unless it bears the official stamp.

Item 35: In case the person, who is appointed to liaise between the Supplier and The Certification body was changed, Certification Body shall be notified a week prior to his leaving and shall not be responsible for informing his substitute of the project details until an agreement is reached between the Supplier and the Certification Body.

The Supplier is allowed to have a deputy person for this contact person, who is kept updated with the project's development so he'll be in charge when needed.

Item 36: During the certification process, you shall not have any offer or service for management system consultancy or internal auditing from Royal Scientific Society (for certification schemes requires the evaluation of your management system).

Item 37: *The client makes claims regarding certification consistent with the scope of certification.*

Item 38: *the client makes all necessary arrangements for investigation of complaints.*