



---

## THE I-LISTING CERTIFICATION AGREEMENT

Scheme No. and Type:

---

DATE:

COMPANY:

Contract Reference ID:

**Article 1.0. The Parties:**

The agreement is made and entered into as of above-mentioned date by and between the following Parties:

Company	<b>IPS Certification Services</b>
Referred to as	"First Party", the Certification Provider
Address	P.O. Box 183034, Dubai, UAE
Land Line	+971 4 5916002
Email	<a href="mailto:info@ipscertification.com">info@ipscertification.com</a>

And

Company	
Referred to as	"Second Party", the Main Certification Holder and taking full responsibility and representing its nominated Factory(ies), distributors and/or head office covered within I-Listing Certification Ref. ID:
Address	
Land Line	
Email	

**Whereas**, First party is operating a product certification scheme named: International Listing or I-Listing;

**Whereas**, First party is independent body;

**Whereas**, First party is keeping the following principles:

Integrity – the foundation of professionalism of the organization and each personnel

Fair presentation – obligation to report truthfully and accurately.

Due Professional Care – the application of diligence and judgement in performing task

Confidentiality – security of information

Independence – the basis for the impartiality of the audit and objectivity of the audit conclusions

Evidence-based approached – the rational method for reaching reliable and reproducible audit conclusions in a systematic audit process

Risk based approach - approach considering opportunities and balance and safeguarded risks; and

Impartiality – free from any form of conflict-of interest certification services

**Whereas**, Second party wish to get certificated with I-Listing; and

**Therefore**, the following are agreed upon:

**Article 2.0. Confidentiality**

Both parties shall treat as strictly confidential except as may be required by law or First party Accreditation Body, and will not disclose to any third party without prior written consent of the other, any information which comes into possession, the possession of respective employees, agents or others by virtue of the Certification Contract, provided that this article shall not extend to information which was rightfully in the possession of such party prior to the commencement of the arrangements leading to the Contract or which was already public knowledge or becomes so at a future date (otherwise than as a result of a breach of this Clause) or which is required to be disclosed by law; and the foregoing obligations as to confidentiality shall survive any termination of the Contract.

**Article 3.0. First Party Responsibilities:**

- 3.1. Shall deploy qualified audit team to carry out samplings, tests witnessing, product verifications, initial and surveillance audits(including product inspections and/or tests in an open market, completed or on-going projects for Scheme Type 5) and assessments related activities to the second party’s controls and competence in accordance with scheme requirements, accreditation norms and applicable standards;
- 3.2. Ensure that assessment services are delivered at a frequency determined by First party in order to maintain confidence in the ongoing efficacy of the controls and consistency of the certified product;



- 3.3. Audit report copy with non-conformance reports (if there's any) is issued after each audit activity;
- 3.4. Issues I-Listing Certification and associated certification artworks on successful completion of the initial and renewal certification assessments to the satisfaction of first party requirements and applicable norms;
- 3.5. I-Listing certification shall be initially valid within five (5) years and reliant on continued compliance with the scheme requirements and accreditation norms; and
- 3.6. IPS shall, subject to the terms, limitations, exclusions and conditions of this agreement, to indemnify Second party against the applicable sum within the IPS reserved indemnity insurance which the second party shall become legally liable to pay as damages and claimants' costs and expenses as a result of any claim or claims made against second party and notified to IPS during and within the period of active certification status (and at no overdue surveillance audits) arising out of any negligent act, error or agreement breach from First Party.

## Article 4.0. Second Party Responsibilities

- 4.1. Agrees to comply and fulfil always with all certification conditions/requirements set by First party for the issue of a Certificate including implementing appropriate changes and recognizes that First party has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate;
- 4.2. Consents to First party in using outsource resources in the delivery of its obligations appertaining to this Contract;
- 4.3. Ensures that claimed certified products continuously complies with the current versions of the rules, regulations and Standard(s) against which it is certified. Current versions of the rules, regulations and Standards can be obtained from the respective websites of First party and relevant issuing authorities;
- 4.4. Further agrees to make necessary arrangements and service fees payments for initial and regular surveillance audits including periodic product inspections and/or testing as directed by First party and must provide First party with reasonable cooperation and assistance and allow First party to access all premises, projects (completed or on-going), equipment, personnel and external providers (as applicable) and documentation and records including product recipe or production mixes as directed by First party necessary to verify the maintenance of the controls to continually produce compliant certified products;
- 4.5. Allows participation of assessment observer from First Party or its nominated relevant party (as necessary) and Accreditation Body, or its representative to access to any part of the audit or surveillance process for the purposes of witnessing First party audit team performing the audit to determine conformity with the requirements of the Standard. This includes the right of access to confidential information;
- 4.6. Shall keep documented information of all complaints made known to it relating to compliance with certification requirements and makes documented information available to First party every assessment or as requested; and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification and retain documented information on the action taken;
- 4.7. Recognizes that:
  - 4.7.1. First party right to undertake unannounced or short notice surveillance audits or special visits; and
  - 4.7.2. First party and its Accreditation Bodies have the right to implement higher surveillance frequencies based on a risk assessment of the Second party registration scope, products and location; audit charges shall be charged as per Certification contract.
- 4.8. Agrees that:
  - 4.8.1. Initial Certification and other certification requested will only be granted once all non-compliances are resolved;
  - 4.8.2. On-going certification is reliant on continued compliance with the Standards rules and regulations of the relevant Accreditation Body, which may change from time to time, including the requirement to address any non-conformances to the satisfaction of First party in the specified time periods;
  - 4.8.3. Shall ensure to make certification claims on products consistent to or within with the scope of certification only;
  - 4.8.4. Shall not use its product certification in such a manner as to bring IPS into disrepute and shall not make any statement regarding product certification claims that IPS may consider misleading or unauthorized;
  - 4.8.5. Shall obtain written consent from First party prior giving or sharing test report/evidence under the sponsorship of IPS to other party other than customers for any form of use;
  - 4.8.6. In the event where copies of the IPS certification documents will be distributed to others, the documents shall be reproduced in its entirety or as specified by IPS; and IPS Trademark and Certification Artworks Policy; and
  - 4.8.7. Shall fully comply to IPS Trademark and Certification Artworks Policy.
- 4.9. Second party shall promptly update First party of any significant changes to its product(s), services, resources, management, control or any other circumstances, which may materially impact on the

continued validity of the certification, for example but without limitation: change of site, additional sites, change of process, change of ownership, change of scope, etc. In such circumstances, second party agree to the payment of any applicable additional fees and expenses deemed necessary for First party to assess the impact and maintain confidence in the controls and certified products;

- 4.10. Agrees that information relating to its certification, certification status and scope of certification can be made publicly available by IPS and the Accreditation Body;
- 4.11. Agrees that in making reference to its product certification in communication media such as documents, brochures or advertising, Second party shall comply with the requirements of the First party or as specified by the certification scheme;
- 4.12. Shall declare to First party any activity which may create a conflict of interest in relation to its certification;
- 4.13. Shall be sole responsible to obtain, protect, use and maintain the validity of the required test evidence documents (e.g. test report(s), assessment reports, field of application reports, etc) within the registration scope and sole liable to the owner whatsoever;
- 4.14. Where necessary, Second party shall also enter into and maintain a valid License Agreement with the Accreditation Body for its certification scheme; and
- 4.15. Accepts that except in respect of death or personal injury caused by negligence of First party or fraudulent misrepresentation in respect of which liability shall be unlimited, however First party shall not be liable to the Second party for any loss of profit (whether direct or indirect), contracts or goodwill, loss or corruption of data or for any indirect, special or consequential loss or damage or any other claims for compensation whatsoever which arise out of or in connection with performance or non-performance of the Contract.

## Article 5.0. Suspension or Withdrawal of I-Listing Certification

- 5.1. First Party reserves the right to suspend or withdraw the Client's certification on written notice and the right to make public the fact that such action has been taken when, any of the following is committed:
  - 5.1.1. Second party in material breach of any term of this Agreement, Certification Contract and IPS Trademark and Certification Artworks Policy;
  - 5.1.2. Undesirable activities or conduct of Second party bring or may bring First party, its Accreditation Body or its Standards into disrepute;
  - 5.1.3. The Second party represents, promotes or advertises any products in reference to I-Listing which are outside to I-Listing registration scope;
  - 5.1.4. Second party any fraudulent misrepresentation or provides First party with any inaccurate or misleading information, which is not corrected within timeframe as notified by First party;
  - 5.1.5. Second party fails to maintain or demonstrate an effective controls such that the confidence in the Certificate is adversely affected such as having identified five(5) or more major non-conformities or seven(7) counts or more non-conformities in a single visit;
  - 5.1.6. Refuse to or failure to provide satisfactory corrective actions to resolve the Nonconformities at given timeframe; and
  - 5.1.7. Breach to Audit programme, maximum 8 months overdue surveillance audits.
- 5.2. First party shall give reasonable timescale of six(6) months maximum to allow second party to carry out corrective actions necessary to reinstate the certification; failure to do so is ground for certification withdrawal;
- 5.3. On suspension or withdrawal of certification, Second party shall immediately destroy and cease the use any IPS Certification, Trademarks and Certification Artworks or to sell any products that have previously been labelled or monogrammed and any form of IPS certification claims. Second party shall also cooperate with First party and its Accreditation Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates to First party and cooperate to any further First party further actions; and
- 5.4. First party at its sole discretion and as appropriate, may inform Second party of its intention to suspend or withdraw certification and to allow the Second party a reasonable opportunity to take corrective action at a given timeframe, before the suspension or withdrawal takes effect.

## Article 6.0. Withdrawal of IPS Certification Services Accreditation

- 6.1. First Party reserves the right to during unfortunate event where First party withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, First party shall notify second party within ten(10) working days of such withdrawal;
- 6.2. The Certificates relating to the respective scope of the Accreditation Body will be suspended as the result of within six(6) months on withdrawal date;
- 6.3. On withdrawal of certification, Second immediately destroy and cease to use any IPS Certification, Certification Marks or Certification Symbol, or to sell any products that have previously been labelled or

- monogrammed and no any form of certification claims with reference to its Accreditation; and
- 6.4. Second party shall also cooperate with First party and its Accreditation Bodies to confirm that these obligations have been met and shall, if requested, confirm in writing the destruction or return of all such references or certificates by one of its authorized representative.

## Article 7.0. Appeals and Complaints

- 7.1. First party where it considers it appropriate, may, at its sole discretion within certification requirements shall refuse or reduce the certification with due notice to second party in writing;
- 7.2. Second party may ask for reconsideration within fifteen (15) calendar days from decision notification date through petition for appeal and First party shall address such petition within IPS Appeals process accessible at [www.ipscertification.com](http://www.ipscertification.com); and
- 7.3. Whilst Appeals process is enforceable, complaints process is also outlined to address any complaints from second party and is also accessible at [www.ipscertification.com](http://www.ipscertification.com).

## Article 8.0. First Party Basis of Opinion

- 8.1. All audit activities of First party are carried out through a sampling approach to determine if the products and Second party competence are meeting the scheme requirements, accreditation norms and Standard requirements;
- 8.2. Any First party statement of conformity issued in any form (e.g. reports, Certificates or other communication medium) is based on sampling approach, does not guarantee, represents nor undertakes that these statements mean that all activities and certified products of second party are in full conformance with scheme requirements, accreditation norms and Standards at the time of the audit or that subsequent to the audit activity, Second party shall undertake that those activities audited will continue to be in conformity with the relevant requirements and shall make all customers and end users aware of the foregoing provisions of this article; and
- 8.3. First party accepts no liability or whatsoever to Second party in the event that any loss or claim is suffered by the Second party as a result of any finding that the product and/or competence does not comply with the Standards or end user requirements.

## Article 9.0. Guarantee and Indemnity

- 9.1. Second party guarantees that it will at all times during the subsistence of the Agreement comply with all reasonable requirements necessary for the issuance of the Certificate 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 with which or for the purpose of which the Certificate is issued or such other reasonable requirements of First party are necessary to enable the Certificate to be issued and maintained in force in accordance with the standards reasonably expected of accredited or competent certification;
- 9.2. Second party warrants further the completeness and accuracy of all documents and all information provided to First party for contract and certification application, both at the time of supply and subsequently; and
- 9.3. Second party further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify First party of this as soon as it becomes aware of it;
- 9.4. Second party shall fully and effectively indemnify First party and keep it indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:
- 9.4.1. Second party misuse or abuse of IPS Certificate, license, monogram and labels;
- 9.4.2. Any breach to this agreement, certification contract and IPS Trademark and Certification Artworks Policy;
- 9.4.3. Illness, injury or death to any personnel of First party, the Second party, its subcontractors, suppliers or customers, together with any of their employees, agents where due to the negligence of Second party; and
- 9.4.4. Damage to or loss of property or equipment owned, leased or used by First party.
- 9.5. Second party acknowledges that a breach, default, non-compliance or non-observance by it of its duties and obligations owed under this agreement, certification contract and IPS Trademark and Certification Artworks Policy or otherwise may result in First party being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that First party will be liable in damages or otherwise will sustain loss, costs or expense. Any such damages, loss, cost and expense are hereby agreed to be within the contemplation of the parties as being the probable results of any such breach, default, noncompliance or non-observance by the second party of its duties and obligations owed.

## Article 10.0. Services Fees

The service fees pursuant to confirmed "The Certification Proposal/Contract" apply.

## Article 11.0. Certification and Agreement Termination

Either party may terminate the Agreement upon three months written notice to the other and the Agreement shall terminate upon expiry of said three-month period;

- 11.1. Immediately upon either party being notified in writing by the other of any material breach of this this agreement, certification contract and IPS Trademark and Certification Artworks Policy and the material breach not being remedied within ten working days from the notification;
- 11.2. In the event where, either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof. If either party ceases to trade, whether in whole or in part; and
- 11.3. Upon agreement termination, IPS Certificate issued pursuant hereto shall immediately become invalid and Second party shall cease any form of use or claim to certification and shall destroy all certification, certification marks, monogram or labels or any material with reference thereto and shall confirm in writing that these obligations have been met and shall provide fully cooperate to First party and its Accreditation Bodies to carry out any verification activities necessary

## Article 12.0. Force Majeure

First party shall not be liable in any respect should it be delayed or prevented from discharging its obligations under the this this agreement, certification contract and IPS Trademark and Certification Artworks Policy as a result of any matter beyond its reasonable control ("Force Majeure") and the time for performance shall be extended by the period of Force Majeure.

## Article 13.0. Law

All matters arising out of or in connection with this Contract shall be governed in accordance with UAE Law and the parties submit to the jurisdiction of UAE Courts or any Court of competent jurisdiction as determined by First Party.

## Article 14.0. Waiver of Remedies

Any delay or omission on the part of either party to exercise or avail itself of any right power or privilege that it has or may have hereunder shall not operate as a waiver of any breach or default by the other party. A right under this Contract may only be waived if in writing and signed by an authorized representative.

## Article 15.0. Agreement Addendum, Revisions and Invalidity

- 15.1. This agreement is addendum to I-Listing Certification Contract, arrangements and undertakings between the parties and constitutes the entire agreement between the parties relating to its subject matter;
- 15.2. First party reserves the right to make variations to this Contract, by giving second party not less than fourteen (14) days' notices of the variation, with the Agreement as varied applying immediately on the expiry of such notice;
- 15.3. First party reserves the right to exercise some or all of this Agreement through its group offices and nominated representatives; and
- 15.4. If any provision of the Agreement shall be found by any court or administrative body of competent jurisdiction to be invalid or unenforceable the invalidity or unenforceability of such provisions shall not affect the other provisions of the Agreement and all provisions not affected by such invalidity or unenforceability shall remain in full force and effect. The parties hereby agree to attempt to substitute for any invalid or unenforceable provision a valid or enforceable provision which achieves to the greatest extent possible the economic legal and commercial objectives of the invalid or unenforceable provision.

## Article 16.0 Notices

- 16.1. Any application, notice or any other communication, if it is made according to send by courier, the second working day as from the date of delivery; the moment of delivery in the address specified in this article; in the date of transmission via fax provided that a copy confirming the notification is sent on the same working date by pre-paid courier in the manner established in this Clause or If it is sent by e-mail, when received by the recipient in a legible way;
- 16.2. However, if the delivery is carried out in person or by fax or e-mail on a day that is not a working day, or after 4:00 p.m. on a working day, the notification shall be considered to be made on the following working day; and
- 16.3. Any application, notice or any other communication, in the case that it is sent by mail, or delivered in

# THE I-LISTING CERTIFICATION AGREEMENT

Contract Reference ID:



person, or sent by fax, or sent by e-mail shall be addressed to the recipient using the contact details, which may change from time to time, specified at [www.ipscertification.com](http://www.ipscertification.com) or on request, or in any other address that the recipient could have notified in writing to the sender as the address for notifications.

## Article 17.0. The Confirmation

The undersigned, on behalf of the company declares the following:  
The information therein is fully understood, accepted and full adherence; and  
Agrees that this agreement and the information therein are confidential and no any form of disclosure to any entity except to IPS Certification Services.

Name	Date	Signature	The Parties	Company Stamp/Seal
<i>Lorena Tan</i>				

