



THIS CONTRACT is made on the xx day of xxxx 20 BETWEEN **TSL Certification Services International Limited**, a company incorporated under the Companies Act, with registered offices at Unit 14, The Trade Centre, 30-32 Red Hills Road, Kingston 10 (hereinafter referred to as 'TSL CSI') and **xxx** of xxxx (hereinafter referred to as 'the Client')

1. General

TSL Certification Services International Limited (TSL CSI) offers third party certification services ("Services") so that prospective and existing Clients will be able to demonstrate conformity of products, services, and Systems to customers and end- users.

2. Certification Process

The certification services provided are conducted in accordance with the policies and procedures established by TSL CSI based on the requirements of the various accreditation standards and guidelines.

3. Definitions

- 3.1 "**Certified**" shall mean a System is in operation and subject to a valid certificate of conformance
- 3.2 "**Certificate**" shall mean a document issued to the Client denoting conformance with a particular standard or system
- 3.2 "**Services Fees**" shall refer to the cost of audit services and the use of the **TSL CSI** logo and, where agreed, the Accreditation Body logo.
- 3.3 "**System**" shall mean the organizational structure, responsibilities, activities, resources and events that together provide organized procedures and methods of implementation to ensure the capability of the Client to meet the required standard(s)

4. Scope of Contract

- 4.1 This document, together with the Certification Service Request Form and the quotation document, (when accepted and signed by the Client) shall form the basis for terms and conditions of Contract between the parties ("the Contract")
- 4.2 This document describes the rights, responsibilities and duties of TSL CSI, and the business or organization, as identified in the Contract (the "Client"), whose System(s) has been or is to be Certified by TSL CSI to the Standard.
- 4.3 The Certificate awarded by TSL CSI covers only those services or products manufactured and/or supplied strictly within the scope of the Client's System and Certified by TSL CSI.
- 4.4 The Client remains solely liable for any defect in its products, services or system and shall defend, protect and indemnify TSL CSI from any claim, liability and all defects, loss, costs and expense arising out of or in connection with the said products, services or System.

5. Use of Certification Marks



- 5.1 **TSL CSI** intellectual property rights, titles and interests in all service mark(s), trademark(s), certification mark(s) other names or logos, copyright works and inventions remain the property of TSL CSI and cannot be sold or licensed by the Client.
- 5.2 **TSL CSI** shall award a licence to the Client to use its certification mark(s) and logo(s) for the duration of this Contract when used in accordance with the applicable Terms of Use (as amended from time to time), which are available upon request or on the TSL CSI web site.
- 5.3 **TSL CSI** shall audit the use of logos and/or marks. TSL CSI reserves the right to substitute or withdraw the right to use any or all logos, marks, certificates and audit documentation at any time in the event of non-conformance with the Terms of Use or should the Contract be terminated, for whatever reason.
- 5.4 Intellectual property rights, titles and interests in all service mark(s) trademark(s), other names or logos and copyright works belonging to organizations which formally approve **TSL CSI** to offer the Services of organizations working on their behalf (the "Accreditation Body(ies)") shall remain the property of the respective organizations
- 5.5 Use of the service mark(s), trademark(s), other names or logos and copyright works described in Clause 5.4 are governed by Standards and rules which are available from the Accreditation Body or **TSL CSI**.
- 5.6 All claims and uses of the Accreditation Body's service mark(s), trademark(s), other names or logos and copyright works must be in conformance with the requirements of the relevant Standards and rules.
- 5.7 The Client acknowledges the title of the Accreditation Body's intellectual property rights and that the Accreditation Body shall continue to retain full ownership of the intellectual property rights and that nothing shall be deemed to constitute a right for the client to use or cause to be used any of the intellectual property rights.
- 5.8 **TSL CSI** reserves the right to use any information that is brought to its attention and to investigate any infringements of trademark, service mark and intellectual property rights of the Accreditation Body.

6. Obligations of TSL CSI

- 6.1 **TSL CSI** will appoint competent qualified evaluators/assessors/auditors to conduct audits and assessments of the Client's System in accordance with the Accreditation Body's rules and procedures and **TSL CSI**'s management system requirements.
- 6.2 **TSL CSI** will ensure that audit and assessment services are delivered at a frequency determined by **TSL CSI** in order for it to maintain confidence in the ongoing efficacy of the System.
- 6.3 **TSL CSI** will issue evaluation/assessment/audit and non-conformance reports, if appropriate, after each audit activity.
- 6.4 **TSL CSI** will issue a Certificate on successful completion of the initial certification assessment to the satisfaction of **TSL CSI**.

7. Obligations of the Client



- 7.1 The Client agrees to comply with any conditions set by **TSL CSI** for the issue of a Certificate and recognizes that **TSL CSI** has clear and explicit rights to revise the requirements of certification within the period of validity of the certificate.
- 7.2 The Client consents to **TSL CSI** using outsourced resources in the delivery of its obligations pertaining to this Contract.
- 7.3 The Client shall ensure that its System 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 the Accreditation Bodies, or from **TSL CSI** or from the Standards issuing authority.
- 7.4 The Client agrees to undergo regular surveillance and audit as determined by **TSL CSI** and must provide **TSL CSI** with reasonable cooperation and assistance and allow **TSL CSI** access to all premises and documented information deemed necessary by **TSL CSI** to verify the maintenance of the System.
- 7.5 The Client shall make all necessary arrangements for the surveillance and evaluation where required, including provision for **TSL CSI** to examine its documentation and records, and for access to the relevant equipment, location, areas, personnel and the Client's subcontractors.
- 7.6 The Client agrees that:
 - 7.6.1 **TSL CSI** has the right to undertake unannounced or short notice surveillance evaluations/assessments/audits.
 - 7.6.2 **TSL CSI** and its Accreditation Bodies have the right to implement higher surveillance frequencies based on risk assessment of the Client's Certificate scope, System and location.
 - 7.6.3 Additional surveillance visits, as deemed necessary by **TSL CSI**, will be charged at **TSL CSI**'s rates current at the time of supply of such services.
- 7.7 The Client recognizes that:
 - 7.7.1 Initial Certification will only be granted once all non-conformances are corrected.
 - 7.7.2 On-going certification is reliant on continued conformance with the Standards, rules and regulations of the relevant Accreditation Body, which may occasionally change due to revisions of existing standards or systems upgrade, including the requirement to address any non-conformances to the satisfaction of **TSL CSI** in the specified time periods.
- 7.8 The Client shall inform promptly **TSL CSI** of any significant changes to its product(s), services, resources, management, System or any other circumstances, which may materially impact on the continued validity of its certification, for example, but without limitation: change of site, additional sites, change of process, change of ownership, change of scope. In such circumstances, the Client shall agree to the



payment of any applicable additional fees and expenses deemed necessary for **TSL CSI** to assess the impact and maintain confidence in the System.

- 7.9 The Client shall allow the Accreditation Body, or its representative, access to any part of the audit or surveillance process for the purposes of witnessing **TSL CSI**'s audit team performing the audit of the System to determine conformity with the requirements of the Standard. This will include the right of access to confidential information. The Client will not have the right within this Contract to refuse such a request either by the Accreditation Body, its representative or **TSL CSI**.
- 7.10 The Client agrees that information relating to its certification and scope of certification can be made publicly available by **TSL CSI** and the Accreditation Body.
- 7.10.1 in making reference to its product certification in communication media such as documents, brochures or advertising, the client shall comply with the requirements of the certification body or as specified by the certification scheme;
- 7.10.2 the client shall comply 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
- 7.11 The Client agrees to inform **TSL CSI**, without delay, of changes that may affect its ability to conform with the certification requirements.
- 7.12 The Client shall declare to **TSL CSI** any activity which may create a conflict of interest in relation to its Certified System.
- 7.13 Where necessary the Client shall also enter into and maintain a valid Licence Agreement with the Accreditation Body for its certification scheme.
- 7.14 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
- 7.14.1 takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
- 7.14.2 documents the actions taken.
- 7.15 The client shall 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;

8. Suspension or Withdrawal of Certification

- 8.1 **TSL CSI** shall be entitled to suspend or withdraw the Client's certification within fifteen (15) days' written notice (or with immediate effect in the case of urgent need) and reserves the right to make public the fact that such action has been taken when, in the reasonable opinion of **TSL CSI**:
- 8.1.2 the Client's management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management systems,



- 8.1.3 the Client does not allow Surveillance or Recertification audits to be conducted at the required frequencies, iii) the client has voluntarily requested suspension of its certification,
 - 8.1.4 the Client fails to take corrective actions for non-conformity(ies) raised within the specified timeframe,
 - 8.1.5 the Client has been incorrectly making references to its certification status or misrepresenting/misleading in its use of the certificate, marks or audit reports.
 - 8.1.6 the Client breached the requirements of the certification contract
- 8.2 Where it considers its appropriate, **TSL CSI** may, at its sole discretion, inform the Client of its intention to suspend or withdraw certification and to allow the Client a reasonable opportunity to take corrective action, within such timescales as **TSL CSI** may reasonably specify, before the suspension or withdrawal takes effect.
- 8.3 In the event of **TSL CSI's** withdrawal from accreditation or inability to continue to supply certification accredited by the respective Accreditation Body, **TSL CSI** will notify the Client within thirty (30) days of such withdrawal and the Certificates relating to the respective scope of the Accreditation Body will be suspended *ipso facto* within six (6) months after the date of withdrawal.
- 8.4 On suspension or withdrawal of certification the Client shall immediately cease to use any trademarks associated with **TSL CSI** and the Accreditation Body, or to sell any products that have previously been labelled or marked (or authorized labelling and marking) using the trademarks, and cease to make any claims that imply that they comply with the requirements for certification.
- 8.5 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;
- 8.6 The Client shall advise all relevant existing customers of the suspension or withdrawal in writing within three (3) working days (or other period as determined by **TSL CSI**) of the withdrawal or suspension taking effect and maintain records of that advice.
- 8.7 The Client shall, as requested by **TSL CSI**, either destroy all electronic and hardcopy Certificates in the accordance with clause 14.2 hereof.

9. Appeals and Complaints

Clients wishing to complain or appeal about the decisions of **TSL CSI** shall do so in accordance with the **TSL CSI** Complaints and Appeals Processes which may change from time to time and are available on request or posted on the **TSL CSI's** web site.

10. Materiality

TSL CSI conducts its audit activity through a sampling process to determine if the System meets the Standard(s). Any statement of conformity issued by **TSL CSI** in the form of reports, Certificates or other communications is based on these sampling processes. **TSL CSI** does **not** warrant, represent or undertake that these statements mean that all activities are in conformance with the relevant Standard(s) at the time of the audit or that subsequent to



the audit activity those activities audited will continue to be in conformity with the relevant Standard. The Client undertakes to make all customers and end users aware of the foregoing provisions of this Clause. **TSL CSI** accepts no liability to the Client in the event that any loss or claim is suffered by the Client as a result of any finding that the System does not comply with the Standards.

11. Client Warranty

- 11.1 The Client hereby warrants and covenants with **TSL CSI** that it will at all times during the existence of the Contract comply with all reasonable requirements necessary for the issuance of the Certificate including 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 **TSL CSI** as 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.
- 11.2 The Client hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to **TSL CSI** for the purposes of the Contract, both at the time of supply and subsequently. The Client further warrants that in the event that it discovers that certain information provided is not accurate or complete, it will notify TSL CSI of this as soon as the matter is observed.
- 11.3 The Client hereby warrants that if it provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme

12. Services Fees

- 12.1 Services Fees are quoted (and amended from time to time) for services agreed to be supplied pursuant to the Contract on the assumption that the information supplied by the Client was accurate and complete.
- 12.2 Expenses and disbursements may be charged separately in accordance with the quoted terms.
- 12.3 Any service required or supplied additional to the agreed services will be charged at **TSL CSI's** rates current at the time of supply of such services.
- 12.4 Services Fees may be reviewed and amended from time to time, normally but not exclusively on an annual basis.
- 12.5 Payment is due as per the stated terms on the invoice. Payment unless agreed otherwise via any special arrangements shall be made in full, without set off or deduction.
- 12.6 All fees and expenses quoted are exclusive of all taxes including but not limited to value added or sales tax, which will be charged at the current rate of the Country in which the services are supplied.

13. Postponement (recovery of administrative costs)



If the Client postpones all or part of the services with less than thirty (30) working days' notice, **TSL CSI** reserves the right to either: charge an additional fee amounting to the greater of 25% of the Services Fee in question or one-man day at the then current rate or where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate.

14. Cancellation (recovery of administrative costs)

Should the Client wish to cancel or withdraw from the Contract and without prejudice to **TSL CSI's** other rights and remedies hereby reserved, **TSL CSI** shall charge and be entitled to recover either an additional fee amounting to 50% of the Services Fee in question or where the costs and resources cannot be defrayed, charge all or part of the Services Fee as appropriate plus the cost at the then current man day rate of any work performed up to the receipt by **TSL CSI** of the notice of the cancellation or withdrawal.

15. Termination

15.1. Either party may terminate the Contract:

15.1.1 By notice: Either party may give three (3) months written notice to the other and the Contract shall terminate upon expiry of said three-month period; or

15.1.2 By default: Immediately upon either party being notified in writing by the other of any material breach of this Contract and the material breach not being remedied within fourteen (14) days from the date of receipt of said notification.

15.1.3 If either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof.

15.1.4 If either party ceases to trade, whether in whole or in part.

15.2 In the event of the Contract being terminated (except in the case of material breach by **TSL CSI**) the **TSL CSI** Certificate issued pursuant hereto shall immediately become invalid and the Client shall cease to be entitled to use the same or any logo or mark of **TSL CSI** and its Accreditation Bodies and shall destroy all electronic and hardcopy Certificates relating to the certification and at its own expense remove all claims, service mark(s) trademark(s), other names or logos and copyright works from products, documents, advertising and marketing materials with immediate effect. The Client shall confirm in writing that these obligations have been met and shall provide full co-operation to enable **TSL CSI** and its Accreditation Bodies to carry out any verification activities necessary.

16. Liability

16.1 Subject to Clause 15.2 below the aggregate liability of **TSL CSI**, or its respective offices, representatives and employees, to the Client for all direct loss in contract, tort or otherwise arising out of or in connection with this Contract shall be limited to 100% of the payments due by the Client to **TSL CSI** within the calendar year of the date that such liability arises.



16.2 Except in respect of death or personal injury caused by negligence of **TSL CSI** or fraudulent misrepresentation in respect of which liability shall be unlimited, **TSL CSI** shall not be liable to the Client 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 by **TSL CSI**.

17. Indemnity

17.1 The Client shall fully and effectively indemnify **TSL CSI** and keep **TSL CSI** indemnified against all loss of or damage to any property or costs, expenses, claims, actions, demands and liabilities arising from or caused by:

17.1.1 The use or misuse by the Client of any Certificate, licence, logo, service mark or trademark provided by **TSL CSI** in accordance with the Contract;

17.1.2 Any breach of the Contract by the Client;

17.1.3 Illness, injury or death to any personnel of **TSL CSI**, the Client, its subcontractors, suppliers or customers, together with any of their employees, agents or directors ("Client Group"), other than where due to the negligence of **TSL CSI**; and

17.1.4 Damage to or loss of property or equipment owned, leased or used by **TSL CSI** or the Client Group (except to the extent that **TSL CSI** has liability under the immediately preceding Clause (Liability))

17.2 The Client hereby acknowledges that a breach, default, non-compliance or non-observance by it of its duties and obligations owed under the Contract or otherwise may result in **TSL CSI** being in breach, default, non-compliance or non-observance of its duties, liabilities and obligations owed to third parties such that **TSL CSI** 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, non-compliance or non-observance by the Client of its duties and obligations owed.

18. Force Majeure

TSL CSI shall not be liable in any respect should it be delayed or prevented from discharging its obligations under the Contract 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.

19. Confidentiality

Except as may be required by law or required by the Accreditation Body, **TSL CSI** and the Client 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 the Contract, provided that this Clause shall not extend to information which was rightfully in the possession of such party prior to the



commencement of the negotiations 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. The foregoing obligations as to confidentiality shall survive any termination or expiration of the Contract.

20. Warranty

- 20.1. TSL CSI warrants that it will provide the services with reasonable care and skill.
- 20.2. Subject to the foregoing, all conditions, warranties, terms and undertakings, express or implied, statutory or otherwise, are hereby excluded to the fullest extent permitted by law.

21. Notices

- 21.1 Any application, notice or any other communication, if it is made according to this Clause, shall be considered to be valid:
 - a. If it is sent by pre-paid first-class mail, the second working day as from the date of delivery
 - b. If it is delivered in person, in the moment of delivery in the address specified in this Clause
 - c. If it is sent by fax, in the date of transmission, provided that a copy confirming the notification is sent on the same working date by pre-paid first-class mail in the manner established in this Clause; or
 - d. If it is sent by e-mail, when received by the recipient in a legible way.
- 21.2 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.
- 21.3 Any application, notice or any other communication, in the case that it is sent by mail, or delivered in 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 on the TSL CSI web site (www.tslicsi.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.

IN WITNESS HEREOF, the parties, intending to be legally bound, have executed this Agreement as of the date first above written.

Signed for and on behalf of
TSL CERTIFICATION SERVICES INTERNATIONAL LTD.
By Lisa Grant, Executive Director

Signed for and on behalf of
XXXXX
By

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