	UGANDA NATIONAL BUREAU OF STANDARDS CERTIFICATION SCHEME	Document No: CERT/F15	
		Effective Date: 1/02/2018	
Document Title:	CERTIFICATION AGREEMENT	Issue No: 03	Rev. 00

CERTIFICATION AGREEMENT

This agreement is made on this day of (Month) (year)

BETWEEN

Uganda National Bureau of Standards, a statutory organization under the Ministry of Trade, Industry and Cooperatives established under the UNBS Act of 1983 cap 327 of the Laws of Uganda whose principal address is at Standards House, Plot 2-12 Bypass Link Bweyogerere Industrial Area and Business Park, Kyaliwajala Road, Bweyogerere, P.O. Box 6329, Kampala, Uganda (hereinafter referred to as “UNBS” or “the Certification Body”) on one part.

AND

Company Name:
 having its registered office at.....
 (Hereinafter referred to as “Client Organisation”) on the other part.

UNBS and Client Organisation shall be collectively referred to as “the Parties” or individually as the “Party”.

WHEREAS:


- a. The client organisation is desirous in seeking certification for its products, processes, services and/or management system from UNBS upon terms and conditions set out in this Agreement.
- b. UNBS has agreed that a permit/certificate shall be granted to the client organisation in recognizing the conformance of the Client organisation’s products, services or management system according to the certification requirements.

IT IS HEREBY AGREED as follows:

Article 1: Definitions and interpretations

For the purpose of this Agreement:-

- 1.1 “*Certified Product/system*” refers to client organisation’s product/management system that has undergone certification in accordance with scope of certification by UNBS and complied with the certification requirements.
- 1.2 “*Certification Mark*” refers to a protected mark, issued under the rules of product or system certification scheme, indicating that adequate confidence is provided that the relevant product or management system is in conformity with the product or system certification requirements.
- 1.3 “*Effective Date*” refers to the decision date of certification approval by the UNBS Executive Director.

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- 1.4 “Permit/certificate” refers to a document issued by UNBS to the Client organisation in recognizing the conformance of the Client organisation’s product, process or management system according to the product or management system certification requirements.
- 1.5 “Client organisation” refers to the company which is granted the permit/certificate to use the UNBS Certification Mark.
- 1.6 “Client organisation’s premises” refers to any place where the client conducts production and/or service provision for the scope covered by certification.
- 1.7 “Certification Requirements” refers to the documents issued by UNBS describing the rules of certification and marking.
- 1.8 “Scope of Certification” refers to the certified product, process, service and/or management system which complies with the certification requirements produced/provided at the sites as granted in the permit/certificate.
- 1.9 “Specified Standard” refers to a Ugandan standard, International standard, foreign national standard or Technical Specification used and recognized by UNBS for the purpose of carrying out the certification.

Article 2: Incorporation of Terms

The Parties hereby confirm and agree to abide by the relevant statutory requirements, certification requirements, specified standard and accreditation body’s requirements during the term of this Agreement.

Article 3: Scope of This Agreement


- 3.1 Provision of certification services in accordance with certification requirements and scope of certification at the Client organisation’s request subject to the fulfilment of Client organisation’s obligations under clause 6.
- 3.2 Grant to the Client organisation a non-transferable permit/certificate to use the certification mark for the certified product, process service or system upon fulfilment of requirements as shall be specified in the permit/ certificate.

Article 4: Permit/certificate Validity Period

- 4.1 UNBS shall issue a certificate/permit on successful completion of the certification evaluation and review process.
- 4.2 The permit/certificate shall be valid for a period of 1 year for product certification and 3 years for system certification from the date of the certification decision stated in the permit/certificate.
- 4.3 The permit/certificate may subsequently be renewed for a one (1) year for product certification and three (3) years for system certification or otherwise specified upon expiry, on the request of the client organisation.

Article 5: Commencement and Period of Agreement

This Agreement shall commence on the date of submission of application and shall be valid according to the validity period of the Permit/certificate unless terminated.


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Article 6: Obligations of the Client organisation

- 6.1 The client organisation shall comply the terms and conditions of this Agreement and the certification requirements.
- 6.2 The client organisation shall give UNBS officers access to all required information and the facilities wherein production and service provision specified in the application is conducted, for the purposes of evaluation.
- 6.3 The products for which the permit/certificate will be granted shall be produced to the same specifications as the sample originally tested and certified by UNBS in conformity with the specified standard.
- 6.4 The client organisation shall ensure that the certified product or system complies with certification requirements during the validity period of the permit/certificate, including implementing changes communicated by UNBS.
- 6.5 The client organisation shall pay UNBS fees in accordance with clause 11.
- 6.6 The client organisation shall furnish without charge samples required by UNBS for examination and/or testing purpose and UNBS shall not be responsible for any damage to the samples during examination and/or testing.
- 6.7 The client organisation shall notify UNBS immediately of any changes that may affect the ability to conform to the certification requirements including changes in the company address, ownership, key managerial, decision making and technical staff, modifications to the certified product, production process, facilities, management system or scope of operations.
- 6.8 The client organisation shall allow the accreditation bodies and/or organizations providing recognition to UNBS to accompany and witness UNBS auditors in carrying out audits for the client organisation.
- 6.9 The client organisation shall keep records of any complaints on products, services and/or systems, investigate and take appropriate corrective action. Such records shall be availed to UNBS whenever requested.
- 6.10 The client organisation shall investigate and take corrective action within the agreed time frame where non-compliances are identified by UNBS, failure of which may result in suspension, withdrawal or termination of the permit/certificate.
- 6.11 Upon suspension, withdrawal or termination of the permit/certificate, the client organisation shall discontinue using the certification mark on products and any publication including advertising material that contain any reference thereto and return the permit/certificate to UNBS and take any other measure(s) as directed by UNBS.
- 6.12 The client organisation shall not to use the certification mark and/or market the products and services as certified by UNBS upon expiry of the permit(s).
- 6.13 The client organisation shall not involve UNBS and its authorised representatives in any disputes with other parties relating to the certified products and/or services.

Article 7: Obligations of UNBS

- 7.1 UNBS shall carry out the certification activities in accordance with the certification requirements.
- 7.2 UNBS shall authorize the client organisation to mark the products and/or use the systems marks as covered by the permit/certificate.
- 7.3 UNBS shall audit and inspect the client organisation's premises at frequencies determined by UNBS in accordance with the scheme requirements.
- 7.4 UNBS shall give the client organisation due notice of any changes to certification requirements.

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Article 8: Surveillance and Compliance Audits


- 8.1 UNBS shall carry out continuing surveillance of the client organisation's conformity with their obligations, in accordance with the conditions stated in the certification requirements.
- 8.2 UNBS reserves the right to carry out surveillance activities upon its discretion including routine market sampling; and/or sampling of the certified product for the purpose of complaint validation.
- 8.3 The client organisation acknowledges that UNBS shall have the right to carry out either announced or unannounced (without prior notification) surveillance activities and that the persons representing UNBS shall have unlimited access to ascertain continuing compliance with certification requirements.
- 8.4 Subsequent to the product being certified, the client organisation agrees to test the certified product at specified interval to ensure continued compliance to the specified standard.

Article 9: Publicity and Advertising

- 9.1 The client organisation may publish the fact that its products, processes and/or systems to which the permit/certificate applies are certified subject to the guidelines provided by the policy for use of certification marks CERT/POL/04.
- 9.2 Management systems marks cannot be used on a product or primary product packaging in any way that may be interpreted as denoting product conformity.
- 9.3 UNBS shall enter the particulars of the permit/certificate granted to the client organisation into the Directory/Register of Certified Clients that is available to the public.

Article 10 Confidentiality

- 10.1 Confidential Information of the Client organisation.
 - 10.1.1 UNBS shall take all reasonable measures to prevent unauthorized disclosure of the confidential information known by UNBS relating to the client organisation's certified product, process or management system except as required by law.
 - 10.1.2 The obligation of confidentiality shall not apply to information which is already in the public domain or becomes part of the public domain other than a result of disclosure by UNBS or is required by law, or certification requirements to be disclosed;
 - 10.1.3 UNBS may release information obtained in the course of processing the application so far as is prudent to warn in the opinion of UNBS, the confidentiality requirements notwithstanding. The client shall be informed accordingly prior to release of any information.
- 10.2 Confidential information of UNBS
 - 10.2.1 UNBS possesses and acquires confidential and proprietary information and trade secrets in the course of its operations. The client organisation shall not acquire any interest in such confidential information.
 - 10.2.2 The client organisation shall not disclose to any third party UNBS confidential information during or after the term of this Agreement unless required by law.

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Article 11: Financial Provisions

- 11.1 The client organisation shall pay UNBS all the prescribed fees for processing and maintaining certification.
- 11.2 Payments shall be made within the prescribed time on receipt of the payment notice to UNBS using the Uganda Revenue Authority e-payment platform.
- 11.3 The client organisation shall bear all associated costs relating to sampling and testing of the certified product to ascertain compliance with the certification requirements.

Article 12: Suspension of Permit/certificate


- 12.1 In the event that the client organisation is temporarily unable to comply with certification requirements, UNBS may suspend the permit/certificate and require the client organisation to discontinue the use of the certification mark and/or any claim to certification with immediate effect as per procedure CERT/OP/13.
- 12.2 If UNBS is satisfied with the corrective action taken by the client organisation, UNBS may lift the suspension of the permit/certificate by notifying the client organisation.

Article 13: Termination of Agreement

- 13.1 The client organisation may terminate this Agreement by giving at least three (3) months' notice in writing to UNBS.
- 13.2 UNBS may terminate the Agreement by notice or by default if:-
- a. The client organisation fails to comply with the certification requirements and the terms and conditions of this Agreement;
 - b. The client organisation fails to make payment of fees within the stipulated time;
 - c. The client organisation misuses the certification mark after suspension has been issued by UNBS;
 - d. UNBS has the evidence that the client organisation has infringed and breached intellectual property rights;
 - e. The client organisation ceases to produce the certified product;
 - f. The client organisation enters into liquidation or has a receiver of its business appointed or is convicted.
 - g. The client organisation fails to inform UNBS of any change of name, location of facilities or any significant changes to the organisation within reasonable time, and
 - h. The client organisation refuses to allow UNBS to carry out surveillance activities.
- 13.3 For a permit/certificate that has been suspended or terminated, the client organisation may appeal to UNBS and the complaints and appeals procedure shall be made available to the client organisation on www.unbs.go.ug
- 13.4 Termination of this Agreement shall not affect any liability of the parties existing as at the date of such termination.

Article 14: Effect of Termination

- 14.1 The permit/certificate granted by UNBS to the client organisation in this Agreement shall be terminated immediately.
- 14.2 The client organisation shall cease use of the certification mark on all its products, publicity and advertising materials with immediate effect;
- 14.3 The termination of this agreement shall not prevent UNBS from filing suits in the courts of law against the client organisation for any infringements and/or claim for any outstanding amount which is still due and payable by the client organisation;

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Article 15: Liability and Indemnity

15.1 The client organisation hereby agrees that UNBS neither assumes nor accepts any responsibility for any injury or damage to the client organisation's property or personnel that may occur during or as a result of evaluation activities, except when such injury or damage results solely from negligence on the part of UNBS' representatives.

15.2 The client organisation shall be liable for any product or service failure of the certified product or service under this Agreement.

15.3 UNBS' liability to the client organisation under this Agreement shall be limited only to the amount for certification that has already been paid to UNBS under this Agreement and the amount shall not include testing fees.

Article 16: Dispute Resolution

Any dispute arising from this Agreement shall be settled by way of amicable settlement, failing which such dispute shall be referred to arbitration in accordance with the laws of Uganda.

Article 17: Severability

If any provision of this Agreement is held to be illegal or invalid under the laws such provisions shall be fully separable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect.

Article 18: Governing Law

This Agreement is governed by and shall be construed in accordance with the Laws of Uganda and the Parties agree to submit to the exclusive jurisdiction of the Ugandan Courts.

Article 19: Amendment

No modification, variation or amendment of this Agreement shall have any effect and force unless such modification, variation or amendment is in writing and executed by the Parties.

IN WITNESS WHEREOF the parties have appended their respective signatures and placed their seals the day and year stated above.

Signed for and on behalf of:

Signed for and on behalf of the Client Organisation:

UGANDA NATIONAL BUREAU OF STANDARDS

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EXECUTIVE DIRECTOR

CHIEF EXECUTIVE

Witnessed by:

Witnessed by:

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MANAGER CERTIFICATION DEPARTMENT