

LEGALLY ENFORCEABLE CERTIFICATION AGREEMENT

1. Address of the Certification Body:

Director General
Malawi Bureau of Standards
Moirs Road
P.O Box 946
Blantyre
Malawi

2. Address of the client;

Registered Name:

Responsible person:

Title of responsible person:

Postal address:

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Tel:

Fax:

Email:

3. General

By signing the Application Form (MBS-CID-PR7.2-FM-01 or MBS-CID-PR7.2-FM-02), the applicant (hereafter known as the 'Client') shall accept the application and Certification Agreement (MBS-CID-PR4.1-01-FM-01) as a legally binding contract between Malawi Bureau of Standards (hereafter referred as 'MBS') and the 'Name of company' as indicated on both, the Applicant Details of the Application Form and Client Details on the Certification Agreement.

Certification activities will not be carried out for any Client until a fully completed and signed Application Form and Certification Agreement have been received by MBS.

4. Details of the scheme such as given below:

4.1 The client should provide details of the product certification scheme(s) applicable to his product(s), process(es) or service(es) in the table below;

SN	PRODUCT DETAILS	SCHEMES	Malawi STANDARD	TRADE NAME

5. Regulations for certification and inspection

5.1 The MBS Certification scheme will be governed by the Certification Marks Regulations of the MBS Act 1972 (Cap 51:02) revised as Act No. 14 of 2012. To include statement on how these will be accessed by the client

6. Rights and obligations of client

6.1 Undertakes to pay all agreed fees and costs charged in conjunction with the application.

6.2 Informs MBS, without delay, of any changes that may affect its ability to conform with the certification requirements, including changes significantly affecting the product's design or specification, or changes in the standards to which compliance of the product is relevant, or in the case of any other information indicating that the product may no longer comply with the requirements of the certification scheme.

NOTE: Examples of changes may include the following: - the legal, commercial, organisational status or ownership, - organisation and management (e.g. key managerial or technical staff), - modifications to the product or the production method, - contact address and manufacturing sites, - major changes to the quality management system.

Where changes have taken place, the Client shall not release the certified products until the appropriate changes to the certified product, as agreed by MBS and the Client, have been implemented.

6.3 Where applicable, provide access to certified products for surveillance activities.

6.4 Where product certification applies to on-going production, the certified product shall continue to fulfil the requirements of the product certification scheme.

6.5 Make all necessary arrangements for:

- a) the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and the Client's subcontractors;
- b) the investigation of complaints;
- c) the participation of observers, if applicable.

6.6 The Client shall take all steps necessary to ensure that the manufacturing process, including the final inspection of product if applicable and tests, conform to the requirements of relevant standards.

6.7 Ensures that any claims regarding certified products are consistent with the scope of product certification with respect to the identification of:

- a) the product(s), process(es) or service(s) for which the certification is granted;
- b) the applicable certification scheme; and,
- c) the standard(s) and other normative document(s) (including date of publication) to which the product(s); process(es) or service(s) has been judged to comply.

6.8 Does not use its product certification in such a manner as to bring MBS into disrepute and does not make any statement regarding its product certification that MBS may consider misleading or unauthorised.

6.9 That 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.

6.10 That if the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.

6.11 That in making reference to its product certification in communication media such as documents, brochures or advertising, the Client complies with the requirements of MBS to include the reference number for that particular document or as specified by the certification scheme.

6.12 That the Client complies 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. These may include the following:

- 6.12.1 The MBS Mark of Quality can only be applied to product and publicity material which relates to the products for which certification has been granted. The misuse of the MBS Mark of Quality could result in issuance of a requirement to withdraw offending items,

6.12.2 The design of the MBS Mark of Quality shall be in a manner as provided by the MBS,

6.12.3 Upon suspension or withdrawal of certification, the Client shall discontinue its use of the MBS mark as directed and shall amend all advertising material when the scope of registration has been reduced. The Client shall ensure that the MBS mark is not used in such a manner that would bring MBS into disrepute and lose public trust.

6.13 Uses certification only to indicate that products are certified as being in conformity with specified standards.

6.14 shall comply with all the requirements include references for the documents given here for sampling, inspection and testing and for the control of the quality of the commodity, whether by the client or by an independent organization or by the MBS, as prescribed under the applicable certification scheme to ascertain whether the commodity complies with the specification or has been manufactured, produced, processed, or treated in accordance with the specification.

6.15 Retains a record of all non-conformities and complaints relating to certification requirements of the certified product(s) and makes these records available to MBS when requested, and;

a) shall take appropriate action with respect to such complaints about any deficiencies found in products that affect compliance with the requirements for certification;

b) shall document the action taken.

7. Obligations of The MBS

7.1. After confirming the acceptance of the application, the MBS shall discuss and agree check in the documentation on the availability of an appropriate form to be used as evidence of the discussion, may consider signing the programme with the Client the program for carrying out the various tasks according to the certification process.

7.2 Shall carry out the certification process against an agreed product standard (s) or specification (s) where possible and make emergent certification decision which shall be communicated to client at within the agreed time frames.

7.3 Shall retain copies of technical files for a minimum of 10 years to verify with the procedure for control of documents after the product is last placed on the market and/or the certificate is cancelled or withdrawn, whichever comes sooner. These shall be made available to the Surveillance Authorities upon demand.

7.4 Where reduction of an existing certification scope is requested, the MBS shall send the Client an application form for completion and return. On return of the completed

application form, the MBS shall make a decision on whether reduced Certification Procedures may be undertaken and shall document the decision.

7.5 Where an extension to an existing certification scope is requested, the MBS shall send the Client an application form for completion and return. The MBS shall then make a decision on whether extension Certification Procedures may be undertaken and shall document the decision.

7.6 Where MBS becomes aware that a Client has misused a certificate, logo or standardisation mark and any other relevant document specified in the certification scheme, the Client shall be required to ensure that the misuse is rectified. Incorrect references to the certification system or misleading use of information found in advertisements, catalogues etc. shall be dealt by suitable means including corrective action, publication of the transgression and, if necessary, legal action.

8. Suspension, termination and withdrawal of certificates

8.1 Where a certificate is suspended, terminated or withdrawn then the Client has the right to appeal. The appeal shall be received in writing, by the MBS, within twenty-one working days of the Client having been informed of the suspension, withdrawal or termination of the certificate.

8.2 The outcome of an appeal shall be final and binding on both parties and no counter claim by either party shall be accepted. Where an appeal is successful, the Clients costs may be reimbursed at the discretion of the Appeals Committee.

9. Suspension of certificates

9.1 A Client's certificate may be suspended for the following reasons:

- a) Contravention of MBS Certification Marks rules and regulations relating to product certification;
- b) Where corrective action is not implemented within an agreed time scale against a major non-compliance found during a surveillance visit;
- c) Where significant non conformity is highlighted during on-going surveillance.

9.2 MBS shall inform the Client in writing that their certificate has been suspended, giving the reason(s) for the suspension.

9.3 If product certification is reinstated after suspension, the MBS shall make all necessary changes to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure all appropriate indications, exist that the product continues to be certified.

9.4 If a decision to reduce the scope of product certification is made as a condition of reinstatement, the MBS shall make all necessary changes to formal product certification documents, public information, authorisations for use of marks, etc., in order to ensure the reduced scope of product certification is clearly communicated to the Client and clearly specified in product certification documentation and public information.

10. Withdrawal or termination of certificates

10.1 A certificate shall be withdrawn or terminated if:

- a) It is found that a condition of manufacture, design, materials or packaging have been changed and therefore no longer comply with the requirements of relevant standards or specifications,
- b) The Client fails to meet their financial obligations to the MBS,
- c) The Client fails to effectively implement the actions agreed following the suspension of a certificate,
- d) The client undertakes actions in the course of their business activities that would bring MBS and / or the Product Certification Scheme into disrepute,
- e) The Client does not wish to continue with certification,
- f) The Client goes out of business.

10.2 MBS shall inform the Client in writing that their certificate has been withdrawn or terminated, giving reason(s) for the withdrawal or termination.

10.3 MBS shall inform relevant authority and/or the general public when a Client's certificate has been withdrawn or terminated.

11. Confidentiality

11.1 The results of Product Certification activities shall be treated by MBS as confidential. Results obtained shall only be passed to third parties with the permission of the Client that originally commissioned it, with the exception of requests from enforcement and surveillance authorities.

12. Complaints and Appeals

12.1 Upon receipt of a complaint or an appeal which relates to product certification activities, the MBS shall deal with it in accordance with MBS's complaints and appeals procedure need to make reference of the document.

12.2 Where the complaint or appeal relates to the on-going non conformity of a product certified by MBS, it is possible that any agreed remedial actions may involve recalling non-compliant products in which case MBS shall require documented evidence of such a recall. The statement need to be properly framed

12.4 Full details of the MBS Complaints and Appeals procedure are available on request.

13. Surveillance system

13.1 Surveillance activities will be conducted at the premises and market and will include verifying the production processes in line with applicable process requirements and collection of samples for assessment against relevant standards.

14. Agreement period

This agreement is valid as long as the certification services are being offered.

15. Liability

All parties shall be bound by the legal requirements of Malawi.

17. Agreement approvals

17.1 For Malawi Bureau of Standards:

The officer who is signatory to this agreement hereby agrees that he/she is duly authorised to execute this agreement on behalf of MBS.

Name: Signature:

Director General or his/her designate

Date: Official Stamp

17.2 For client:

The officer who is signatory to this agreement hereby agrees that he/she is duly authorised to execute this agreement on behalf of client.

Name: Signature:

Chief Executive Officer or his/her designate

Date: Official Stamp