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Prepared By	Reviewed & Approved By	Revision #	Effective Date
 Scheme Expert	 Certification Director	00	01/11/2024

## 1 DEFINITIONS AND ABBREVIATIONS:

The definitions in ISO/IEC 17065 are generally used in this document. In addition the following terms are defined:

### **MOTABAQAH**

Saudi Specialized Laboratories company which is notified by a notifying authority to perform conformity assessment activities in a specific field.

### **Client**

He is the product manufacturer who is responsible to MOTABAQAH for ensuring that certification requirements including product requirements are fulfilled.

### **Manufacturer**

Any natural or legal person who manufactures the product or has the product designed or manufactured, and markets the product under his name or trademark.

### **COC**

It is a certification document through which MOTABAQAH state the product type or process or client conform to requirements stipulated by the applicable scheme and standards.

### **Validation**

Confirmation of a claim, through the provision of objective evidence, that the requirements for a specific intended future use or application have been fulfilled.

### **Validation statement**

It is a declaration by the notified body of the outcome of the validation process, the validation statement can be confirming or not confirming the claim, according to the requirements of the regulation.

### **Validation certificate**

It is a certificate issued by MOTABAQAH after executing the validation activities which include the validation statement.

### **Type approval certificate**

It is a certification document through which MOTABAQAH state the product type conformity to the essential requirement laid down in the applicable scheme and standards.

### **Surveillance certificate**

It is a certification document through which MOTABAQAH states that the manufacturer implements a product safety management system ensuring the products are manufactured in accordance with the type approval certificate and the requirement of the applicable regulation.

### **Type 1a**

Product certification. It is applicable for medium risk products.

### **Type 3**

Production process quality assurance with no granting SASO quality mark. It is applicable for medium risk products.

### Type 5

Full quality assurance with granting SASO quality mark. It is applicable for high risk products.

### Type 1b

Batch (consignment) certification. It depends on sampling plan.

### SASO

Saudi Standards, Metrology and Quality Organization

### GSO

GCC Standardization Organization

### SFDA

Saudi Food and Drug Authority

### BTMD

Bahraini Testing and Metrology Directorate

### DGSM

Directorate General for Standards and Metrology of Oman

## 2 INTRODUCTION:

This document provides general certification aspects provided by MOTABAQAH to its client seeking certification and the public domain. The offered services, contractual arrangements between MOTABAQAH and its client and MOTABAQAH certification programs shall be governed by this document. The client seeking certification is assumed to read, understand and agree with all terms in this document and other applicable public documents.

This document is generic and applicable to all MOTABAQAH programs including (BTMD and DGSM Energy Efficiency schemes, SASO schemes, GSO schemes and SFDA Schemes) unless stipulated through other public MOTABAQAH documents.

Note: For BTMD and DGSM energy efficiency schemes, the "Bahrain and Oman EE Label certification and registration" is applicable.

## 3 SERVICE TYPE:

### 3.1 Product certification

It is a service which obeys the scheme Type 1a. Under this certification scheme:

- The object of conformity (product samples and/or claim) are subjected to the determination activities.
- The determination activity is (testing and examination or validation) of the object of conformity;
- A statement certificate (type approval certificate or validation certificate) is issued for the object of conformity, the characteristics of which are detailed in the certificate or a document referred to in the certificate.
- Subsequent production items are not covered by the MOTABAQAH attestation of conformity.
- MOTABAQAH grant the client the right to use the type certificate as a basis for the client to declare that subsequent production items conform to the specified requirements.

### 3.2 Production process quality assurance

It is a service which obeys scheme Type 3. Under this scheme:

- Type 3 as conformity assessment procedures is a subsequent stage after Type 1a scheme.
- Type approval certificate of the certified product and its technical file shall be submitted by the client.
- The in-place PSMS of the client and the production process relating to certified product are submitted to the determination activities.
- The determination activities are assessment of the production process and audit of the elements of the management system that are critical to product conformity by a competent audit team authorized by, and under the responsibility of, MOTABAQAH.
- Subsequent production items are covered by the MOTABAQAH attestation of conformity.
- The attestation include (1) issuance of surveillance certificate and license of use, (2) subsequent listing in the directory of certified products and clients.
- Surveillance shall be conducted on-site:
  - It involves periodically taking samples of the product from the point of production and subjecting them to determination activities to check that items produced subsequent to the initial attestation fulfil the specified requirements.
  - The surveillance includes periodic assessment of the production process and the elements of the management system.
- This scheme does not provide any indication of the impact the distribution channel plays on conformity.

### 3.3 Full quality assurance

It is a service which obeys scheme Type 5. Under this scheme:

- The client shall operate an approved QMS for design, manufacture, final product inspection and testing of the product as specified in the applicable scheme and shall be subject to surveillance as specified in the applicable scheme.
- The client shall lodge an application for assessment of his QMS with MOTABAQAH, for the product concerned. This application shall include the technical documentation of the concerned product.
- The QMS shall ensure compliance of the product with the requirements of the applicable scheme and standards.
- The in-place QMS of the client that covers both design and production phases related to the certified product is submitted to the determination activities.
- The determination activities are on-site assessment of QMS, the design and production phases by a competent audit team authorized by, and under the responsibility of, MOTABAQAH.
- Subsequent production items are covered by the MOTABAQAH attestation of conformity.
- MOTABAQAH attestation include (1) issuance of surveillance certificate and license of use, (2) granting the right to affix the SQM on certified products (3) subsequent listing in the directory of certified products and clients.
- Surveillance shall be conducted on-site:
  - It involves periodically taking samples of the product from the point of production and from open market and subjecting them to determination activities to check that items produced fulfil the product and SQM requirements.
  - The surveillance includes periodic assessment of the production and audit of the QMS.
- The client shall undertake to fulfill the obligations arising out of the QMS as approved and to maintain it so that it remains adequate and efficient.

### 3.4 Batch (consignment) certification

- The object of conformity (batch or consignment) are subjected to the determination activities.
- The determination activity is (sampling, testing and inspection of the representative sample size and the transport equipment) of the object of conformity;
- A statement certificate is issued for the object of conformity, the characteristics of the lot(s) in the consignment is referred to in the certificate.
- MOTABAQAH follow statistical sampling plan or as regulated by the regulator.

## 4 CERTIFICATION PROCESS:

The procedure for granting and maintaining a CoC consists of the following stages:

1. Initial discussion.
2. Certification application.
3. Application review.
4. Evaluation.
5. Evaluation review and certification decision.
6. Surveillance, if required.

### 4.1 Initial discussion

As part of the original discussions of MOTABAQAH with clients seeking certification, MOTABAQAH provides information about the certification process. During these initial discussions, issues concerning the type of products to be certified are clarified.

Based on this information, MOTABAQAH informs certification procedures, the duration of the assessment and the cost budget. Initial discussions are free of charge.

### 4.2 Certification application

- 4.2.1** Clients wishing to obtain certification of their products submit to MOTABAQAH a request by completing a special application form.
- 4.2.2** The application contain all the necessary information needed by MOTABAQAH (e.g. contact information of the client, product type, model no., relevant standards client is seeking certification for, etc.).
- 4.2.3** Each application relates to one type with one HS code. Under this type, different models can be included.
- 4.2.4** The client may also submit any other documentation it deems necessary or helpful.
- 4.2.5** All forms must be submitted in Arabic or English.
- 4.2.6** Upon signifying of application, the client agrees to comply with the terms of this document.

## 4.3 Application review

**4.3.1** MOTABAQAH examines the information contained in the application and submitted documentation and, if necessary, seeks from the client additional information or clarifications.

**4.3.2** MOTABAQAH will refuse the application if it lacks any competence or capability for the certification activities it is required to undertake. The client will be notified with detailed reasons.

**4.3.3** Upon acceptance of the application, the client shall:

- Pay certification fees.
- Sign the certification agreement.

## 4.4 Evaluation

**4.4.1** MOTABAQAH performs evaluation activities related to the applicable certification scheme:

### 4.4.1.1 Product Certification (Type 1a)

Conformity granted to the type that can demonstrate compliance with the relevant standards and schemes.

- Detailed documents review for all the documents.
- Document review includes the check up for test reports parameters and results, done by 3rd party laboratory according to the specific technical regulations and applicable standards.
- Examine the technical documentation and supporting evidence to assess the adequacy of the technical design of the product.
- Verify that the product have been manufactured in conformity with the technical documentation.
- Evaluation the eligibility of the product for certification to assure compliance according to applicable scheme and standards.

### 4.4.1.2 Production process & full quality assurance (Type 3 and Type 5)

Conformity granted to the products that can demonstrate compliance with the relevant standards or schemes and are manufactured by an organization implementing an effective management system (through conducting audit visit, see 4.4.2) to ensure continuous compliance.

- Detailed documents review for all the documents.
- Initial audit visit to the facility within which the product is being manufactured to assure the management system adopted ensure manufacturing the products in accordance to the applicable regulation requirements.
- Evaluation the eligibility of the product for certification to assure compliance according to applicable scheme and standards.

### 4.4.2 Initial audit visit

- The purpose of this on-site assessment is to ensure that the adopted management system by the client is effective and achieve its intended objective which is the production process manufacture products comply with the applicable scheme and regulation requirements
- MOTABAQAH will notify the client with an evaluation plan. This plan shall include the composition of the audit team.

- When informed about the composition of the audit team, the client has the right to refuse in writing with reasons (e.g. its competitiveness is affected, or the safeguarding of the client's know-how, due to relationship of the auditor(s) with competitors, is at risk). In such cases, MOTABAQAH will redefine the audit team.

#### 4.4.3 Pre-shipment inspection

Conformity granted to the consignment that can demonstrate compliance with the relevant standards or schemes.

- Detailed documents review for all the documents.
- On-site inspection to the consignment products in the stores, if exist, and witness loading in the transport equipment.
- Normally sampling plan shall be carried out and contract sample is sent to the concerned lab unless a satisfactory prior test report is submitted by the client, if permitted by the regulator.
- A representative sample size shall be inspected as the applicable product requirement.
- MOTABAQAH will seal the transport equipment.
- If there are arisen nonconformities, the client will be formally notified.

#### 4.5 Evaluation review and certification decision

Upon evaluation and evaluation review result, there are two possibilities:

- Product, consignment or management system evaluation shows full compliance with the applicable scheme and standards.
  - Certification decision will be made by MOTABAQAH.
  - Granting the type approval certificate (for Type 1a) or surveillance certificate (for Type 3 and Type 5), as applicable.
  - Additionally granting the right to affix SASO quality mark on certified products (for Type 5 scheme).
  - Granting "license of use" which control the use of granted CoC and SASO quality mark, if any.
  - The CoC and license will be registered in the directory records.
- Product evaluation shows non-compliance with the applicable scheme and standards.
  - Rejection decision will be made by MOTABAQAH.
  - MOTABAQAH inform the client by an official rejection letter detailing the reasons.

#### 4.6 Surveillance

**4.6.1** This step concern only production process quality assurance (Type 3 and Type 5).

**4.6.2** Surveillance includes taking sample(s) and subjecting them for testing and inspection.

These samples will be taken from:

- For Type 3, Production process (within the factory).
- For Type 5, Production process (within the factory) and the open market (outside the factory).

**4.6.3** MOTABAQAH conducts, at least, annual surveillance for the certified client to ensure the continuous effective implementation of the approved management system.

**4.6.4** As a result of the initial assessment, a Surveillance certificate is issued for a validity of 3 years, as long as annual surveillance audits are successfully passed. Annual surveillance audits shall be announced at least 2 months prior to the audit date and audit plan is mutually confirmed.

- 4.6.5** If there are no samples of the certified products, neither in production nor in stock, MOTABAQAH reserves the right to carry out additional inspections. The repeated lack of samples may lead to the suspension or revocation of the respective certificates.
- 4.6.6** At the end of the audit, MOTABAQAH communicates the result to the client; if the result is favorable, the validity of the certificate is conformed.
- 4.6.7** If any non-conformity is found, MOTABAQAH after adequate assessment takes the measures considered most suitable depending on the type and importance of the non-conformities. These include, for example:
- Additional visit is requested (supplementary audit).
  - Increasing the number of samples inspected.
  - Suspension or withdrawal of the Surveillance certificate.

## 5 SUPPLEMENTARY AUDITS:

- 5.1** Supplementary surveillance audits with intervals of less than 12 months can be required by MOTABAQAH if:
- It is required to verify the implementation of a corrective action.
  - There is complaint, evidence, or indications that the product conformity is in doubt.
- 5.2** The supplementary visits may be non-announced. If the client refused these additional verifications MOTABAQAH will suspend the granted Surveillance certificate immediately.

## 6 LICENSE OF USE:

Upon successful certification the client is granted a license through which MOTABAQAH authorize him use of the granted CoC and mark of conformity (for Type 5 scheme only). It includes a reference to all CoC granted to the client.

## 7 RCERTIFICATION:

- 7.1** Recertification schedule should be started seven months prior to the expiration of client's CoC. This helps to ensure that there is no lapse between the expiration of client's old CoC and the issuance of the new CoC. It is full re-audit.
- 7.3** This re-audit does not mean that the client will start over with MOTABAQAH processes. Client's company will have all the advantages and benefits that maintaining a long-term partnership with MOTABAQAH.

## 8 INVOICING TERMS:

- 8.1** An affordable fees are charged to clients, for getting information about the fees contact MOTABAQAH sales engineers.



**8.2** All quotations are based on the information in our possession at the time of preparing the preliminary certification quotation. And the client should pay any additional charges which may be requested in future for any work not apparent at the time of quotation, for example:

- Supplementary audit (see point 4).
- Retest work: needed as a result of failure to meet test requirements.
- The fee of investigation in the matter of problems resolution.

**8.3** Payment terms:

- All invoice amounts shall be due for payment without deduction on receipt of the invoice. No discounts shall be granted otherwise approved by the GM.
- Payments shall be made to the bank account of MOTABAQAH as indicated on the invoice.
- When the client default in payment of the received invoice despite being granted a reasonable grace period, MOTABAQAH shall be entitled to cancel the agreement, withdraw the certificate, claim damages for non-performance and refuse to continue performance of the project.
- Objections to the received invoices of MOTABAQAH shall be submitted in writing within two weeks of receipt of the invoice.
- MOTABAQAH is entitled to request appropriate advance payments.

## **9 MISUSE OF THE LICENSE, COC AND MARK OF CONFORMITY:**

**9.1** MOTABAQAH monitors the use of the granted COC and the mark of conformity through several mechanisms. Among others are surveillance audits, complains and market feedback.

**9.2** MOTABAQAH takes suitable action when unauthorized, incorrect, or misleading use of the COC and the mark of conformity is found. Furthermore, incorrect references to the certification scheme or misleading use of COC found in advertisements, catalogues, etc., are dealt with by suitable actions.

**9.3** Among others, those suitable actions could be:

- Increase surveillance frequency.
- Conduct supplementary audits
- Corrective actions request.
- Suspension of COC.
- Withdrawal of COC.
- Publication of transgression (e.g. informing national regulators and scheme owner).

## 10 SUSPENSION, WITHDRAWAL AND REDUCTION OF SCOPE:

**10.1** During surveillance, if MOTABAQAH discovers a non-conformance of a certified product or non-compliance by the client with the certification requirement including product requirement and this document, MOTABAQAH will enter into discussion with the client to solve the identified issue. Depending on the significance of the situation, MOTABAQAH will take the appropriate actions. The appropriate actions will be one of the following:

- Require the client to provide a reason for the non-conformance and a plan for corrective action taken within 60 days or less.
- Require the client to immediately ensure that any continuing production and finished inventory is in compliance.
- Increased surveillance audits.
- Issue a recall or public notice regarding the affected products.
- Suspend certification.
- Reduce the scope of certification.
- As a last resort, withdrawal certification.
- In case of Type 5 scheme: prior to withdrawal of a license, MOTABAQAH decides upon the consequences in relation to products certified under the license, whether the mark of conformity needs to be removed from all products in stock, and perhaps even, if practicable, from products already sold, or whether a clearance of the stock of marked products is permissible within a short period of time. This may include informing the clients of the licensee, by the licensee or by the MOTABAQAH.

**10.2** If the COC is terminated, suspended, reduced or withdrawn, MOTABAQAH will:

- Update the directory of certified products and license.
- Inform the concerned regulators, if required.
- Make all necessary modifications to the granted COC.
- Make all necessary modifications to the public domain.

**10.3** If the COC is suspended, MOTABAQAH will discuss with the client:

- Actions needed to end suspension and reinstate certification for the product(s).
- The time allowed for him to do so.

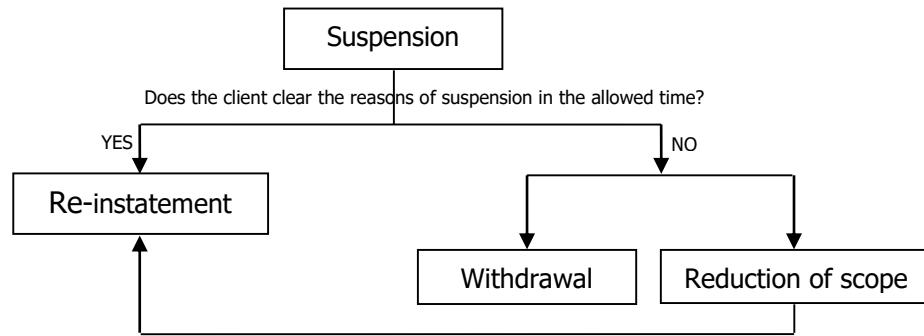
**10.4** MOTABAQAH may suspend or terminate the COC if there is any change in any aspect of the client status or operation that affects the client's compliance with the certification agreement and/or the relevant criteria specified by MOTABAQAH. MOTABAQAH may, at its discretion, terminate certification:

- If, the certified organization being owned by an individual, such individual is declared bankrupt or enters into a composition with his creditors; or
- If the certified organization, being a company, enters into liquidation, whether compulsory or voluntary; or
- If the management of the certified organization fails in any respect to comply with KSA law.

**10.5** Apart from the suspension of COC, it may be withdrawn in the following cases:

- If the surveillance shows that the nonconformity is of a serious nature;
- If the client fails to comply with the due settlement of financial obligations;
- If the product is no longer made or the client goes out of business;

**10.6** Apart from voluntary suspension, withdrawal and reduction of scope the below structure is considered:



### 10.7 Types of suspension:

- Voluntary suspension  
This process begins when a client request in writing to MOTABAQAH for voluntary suspension due to failure to comply with certification requirements or any other reason. MOTABAQAH will suspend the COC for maximum of 3 months according to the relevant procedure.
- Suspension for non-payment of fees  
When a client fails to pay certification fees, rather than the initial fees, within one months of the date of the original invoice, MOTABAQAH will suspend the COC for maximum of 3 months according to the relevant procedure.
- Suspension for non-compliance with requirements  
If the client fails to clear the reasons of non-compliance/breach to certification requirement (which imposed on the client by the certification agreement and the client's declarations) within one month of the date of receiving the non-conformance report or formal letter from the MOTABAQAH. MOTABAQAH will suspend the COC for maximum 3 months according to the relevant procedure.
- Suspension for failure to conduct audit visit  
It occurs when a client fails to arrange for the audit visit for 3 weeks after receiving the nominated date of the visit. MOTABAQAH will suspend the COC for maximum 3 months according to the relevant procedure.

### 10.10 Re-instatement of COC

If the client cleared the reasons of COC suspension within the time limits shown above, it shall be re-instated; otherwise, it will have its COC withdrawn or reduced. If the COC is withdrawn according to the relevant procedure, then it will be required to submit a new application with all associated costs to MOTABAQAH for re-certification.

### 10.11 Types of reduction of scope

- Voluntary reduction of scope  
This process begins when a client request in writing to MOTABAQAH for voluntary reduction of scope of certification due to failure to comply with certification requirements in a part of its scope of certification. MOTABAQAH will reduce the concerned certification scope according to the relevant procedure.

- Imposed reduction of scope  
When the client fail to clear the reasons of certification suspension within the time limits shown above in a way that affects only part of the certified scope, it will have its certification reduced in scope. MOTABAQAH will reduce the scope of certification according to the relevant procedure.

## 10.12 Types of withdrawal

- Voluntary withdrawal (i.e termination)  
This process begins when a client request in writing to MOTABAQAH for voluntary withdrawal of certification due to failure to comply with certification requirements or any other reason. MOTABAQAH will withdraw the COC according to the relevant procedure.
- Imposed withdrawal  
If the client fails to clear the reasons of COC suspension within the time limits shown above, he will have its COC withdrawn according to the relevant procedure. Withdrawals cannot be re-instated. If the client wishes to be re-certified, a new application with all associated document & costs will need to be submitted to MOTABAQAH.

**NOTE:** If the client's certificate is canceled (withdrawn) as a result of an external audit conducted by a regulator (such as SASO, SFDA, GSO, etc.) or if an internal audit reveals a defect or deficiency on the company's part, MOTABAQAH Company will bear all costs associated with issuing the certificate, at no cost to the client.

## 11 CHANGES DONE BY THE CLIENT AFFECTING CERTIFICATIONS:

- 11.1** In the case changes affecting certification occur from the client side, the client is obliged to immediately inform MOTABAQAH on any of the below mentioned changes:
- Any intended modification in the product, its design, and its packaging materials. In addition the manufacturing process or the quality management system, if applicable.
  - Change or modification in key personnel appointment or position (e.g. mandated applicant)
  - Any change concerning specification of the certified product, whether it is a change in the composition (removing/adding new materials), changes of manufacturing site, changes in label (content, color or packaging materials) and any other change that is could to affect certification.
  - In case of the client is different from the manufacturer, the contractual arrangement between them have been terminated or amended.
- In all way, it is advisable for the client to inform MOTABAQAH for any changes to identify whether they affect certification.

**11.2** MOTABAQAH, in short time period, will determine whether the announced changes require another initial testing and assessment or other further investigations.

**11.3** In such cases, the client is not permitted to release products under the COC resulting from such changes until MOTABAQAH has notified the client accordingly.

## 12 CHANGES IN THE SCHEME AND STANDARDS:

**12.1** In case there is amendment or changes in standards or scheme upon which the product is certified, MOTABAQAH will take the decision what to do.

**12.2** Any changes or revisions will be communicated in writing to the client, determining the time

limits for the adaptation to the new requirements. In cases of disagreement with the above mentioned changes, the client can discontinue the use of the COC. During determination of time limit, MOTABAQAH consider the following factors as applicable and regulated:

- Compliance with regulations or contractual obligations;
- The urgency of complying with revised health, safety, or environmental requirements;
- The length of time and financial costs for retooling and manufacturing a product complying with the revised requirements;
- The extent of stock on hand and whether it can be reworked to meet the revised requirements.

## **13 EXTENSION OF THE CERTIFICATION SCOPE:**

### **13.1 Extension of scope of Type approval certificate**

- The scope can be extended to more models provided that the following conditions are met:
  - Same manufacturing location.
  - Same HS code.
  - Same brand.
  - Under the same scheme.
  - Evidence of model compliance (e.g. test report).
- Note: Additional models of the certified product may be authorized for certification without testing if the client provides scientific evidence to the satisfaction of MOTABAQAH that the testing and evaluation of the certified model verifies that the additional models will comply with all of the requirements of the certification scheme.
- The extension is granted, after the client submits a new application, accompanied by the test report, in accordance with applicable safety test parameter.

### **13.2 Extension of scope of Surveillance certificate:**

- The scope can be extended:
  - To new product types produced in the same production facility and/or
  - To same product types produced in different production facilities of the client.
- The extension is granted, after the client submits a new application, accompanied by the relevant documentation, in accordance with applicable scheme.
- MOTABAQAH informs the client with the needed assessment or documents.
  - The required assessment in principle and, where appropriate, includes the following:
  - If the client wants to extend the scope to additional product types manufactured on the same production site, the applicable tests to be conducted are as specified in the TR.
  - If the client wants to extend the scope to the same product type produced in other sites, the entire assessment described in this document shall be repeated for each additional facility.

## **14 FINANCIAL STATEMENT:**

**14.1** MOTABAQAH is one of the largest companies in Saudi, established in 2006. MOTABAQAH intends to cover the cost of its certification activities with equity capital from the owners and income that the company receives from clients. These funds and income will be sufficient in covering all the activities specified in the Quality Manual.

**14.2** The finances of MOTABAQAH operates according to the operating agreement between company members. All financial liabilities and assets, cash equivalents, debt securities, organized by the operating agreement

**14.3** An annual budget allocated to cover all the financial liabilities. This budget is reviewed in the

annual meeting of the top management, this budget provided.

**14.4** Furthermore, MOTABAQAH possesses a gross amount as reserved capital deposit that secures its operations and assists its financial stability.

### **15 FRAUDULENT CLAIM OF MOTABAQAH CERTIFICATION**

In case another party (i.e. not a client), fraudulently claims to have received certification by MOTABAQAH, the case is referred without delay to the legal department of MOTABAQAH to take legal immediate actions.

### **16 ACCEPTANCE OF PRIOR CONFORMITY ASSESSMENT RESULTS:**

**16.1** In some cases, clients might have obtained the results of determination activities (e.g. test report) prior to making an application for certification. In such situation, the conformity assessment result may be from a source not within the contractual control of MOTABAQAH. And the client submits it to MOTABAQAH.

**16.2** If MOTABAQAH decides to rely on any evidence of conformance (e.g. test report), so MOTABAQAH must be able to take responsibility for those results.

**16.3** In order to accept and rely on those results (e.g. test report), there are criteria (as per certification scheme and/or scheme owner) which shall be fulfilled by these results.

**16.4** MOTABAQAH do not rely on prior factory audit reports.

### **17 COMPLAINTS AND APPEALS:**

**17.1** MOTABAQAH has a documented procedure for complaints and appeals (available upon request) which provides requirements for the recording and tracking of complaints and the actions to resolve them.

**17.2** Complaints raise doubt concerning MOTABAQAH's compliance with its policies, procedures, the requirements of MOTABAQAH quality system. MOTABAQAH is dedicated to the satisfactory resolution of complaints.

**17.3** Upon receipt of a complaint or appeal, MOTABAQAH shall confirm whether it is responsible for its administration. MOTABAQAH acknowledges receipt of formal complaints and appeals.

**17.4** Decisions regarding complaint/appeal are made and approved by authorized personnel from MOTABAQAH provided that they are not involved in the certification activities related to the complaint or appeal.

**17.5** MOTABAQAH provides complainants/appellant with a formal notice detailing the resolution of the complaint/appeal. The confidentiality policy is followed regarding notification of the resolution of complaints.

**17.6** MOTABAQAH takes action in accordance with the decision of the complaint or appeal.

**17.7** MOTABAQAH certification Director is the responsible for taking the final decision regarding the complains and the impartiality committee is the responsible for taking the final decision regarding the appeals.

#### **17.8 For the appeal:**

**17.8.1** The appeal shall be made within one month after the original decision (or notification of complaint resolution) and shall be made in writing. This is for the protection of both the appellants and MOTABAQAH.

**17.8.2** The appellant shall pay 1000 SAR for each appeal.

### **18 INFORMATION AND COMMUNICATION TECHNOLOGY (ICT):**

**18.1** Extraordinary event: An occurrence beyond the control of the organization commonly referred to as an "act of God" or "Force Majeure". Examples are earthquakes, tsunami, hurricane, flooding, volcanic eruption, war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, malicious computer hacking, other natural or man-made disasters.

**18.2** In case of an extraordinary event, MOTABAQAH will send its client with the approved policy of management of extraordinary events. It is available upon request also.

**18.2** MOTABAQAH notifies its affected clients in relation to the extraordinary event; similarly the clients facing any such event are also required to inform MOTABAQAH on how they plan to carry out its activities that fall under the scope of certification with MOTABAQAH so appropriate course of action can be determined mutually to ensure integrity of certification maintenance.

**18.3** During such event, MOTABAQAH will determine the suitable way to take action about the planned audit. One of them is to conduct the audit remotely.

**18.4** During the remote audit, the Information and Communication Technology, ICT, (e.g. meetings by means of teleconference facilities, including audio, video and data sharing) will be utilized for the purpose of the audit (for further information please refer to the policy of ICT, public available).

**18.5** Upon the decision of MOTABAQAH to conduct the remote audit and utilize the Information and Communication Technology, the client gives the right to MOTABAQAH to use of ICT for audit purposes. MOTABAQAH shall ensure to the client the information security and provide him with the data protection measures.

**18.6** If the client disagreed about measures provided by MOTABAQAH which ensure the information security and the data protection, MOTABAQAH will choose another ICT tool.

## 19 COYRIGHTS:

MOTABAQAH shall retain all exclusive and joint copyrights in the auditor's reports, test results, calculations, presentations etc. prepared by MOTABAQAH.

The client may only use auditor's reports, test results, calculations, presentations etc. prepared within the scope of the contract for the contractually agreed purpose.

The client may use test reports, test results, expert reports, etc. only complete and un-shortened. Any publication or duplication for advertising purposes needs the prior written approval MOTABAQAH.

## 20 THE REFERENCES:

- Bahrain energy efficiency labelling "Guidance on Bahrain Energy Efficiency labelling Scheme"
- Bahraini Decree (70/2015) issued by MOICT and its attached technical regulation "Regulation on energy labelling and minimum energy performance requirements for Air-containers"
- Omani energy efficiency labelling Scheme "Notified body guidance for conformity assessment procedures"
- Omani ministerial Decree (107/2018) issued by MOCI.
- MOTABAQAH Quality Manual
- ISO/IEC 17065 Conformity Assessment - Requirements for bodies certifying Products, Processes and services.
- ISO/IEC 17029 Conformity assessment — General principles and requirements for validation and verification bodies
- ISO/IEC 17067 Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes
- ISO/IEC 17030 Conformity Assessment — General requirements for third-party marks of conformity.



## 21 APPENDICES:

### 20.1 Appendix 1: Certification agreement model (type 1a and 3)

Project code : .....

In KSA today on ..., by and between MOTABAQAH, called hereinafter as «MOTABAQAH», with registered office in ..., lawfully represented during the drawing of the present by ....., on the one part, and the company under the corporate name «...», with registered office in ..., lawfully represented during drawing of the present contract by ..., hereinafter called «client», on the other part, the following were mutually agreed and stipulated:

#### **Art 1: Scope of the contract**

MOTABAQAH certifies a broad range of products. Current portfolio of products subject to certification with MOTABAQAH can be found on the official website of MOTABAQAH (www.MOTABAQAH.com). The client agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

Note: This agreement is legally enforceable agreement maintained by MOTABAQAH for the provision of certification process to its clients. It shall be accepted and signed by both parties as initial step for certification.

#### **Art 2: Duration**

This agreement is signed in two copies and will be effective upon signature by both parties. For further cooperation, there will be no need to sign new certification agreement as long as this agreement is valid and applicable. The agreement is valid until the expiry of the certificate of conformity issued by MOTABAQAH.

Note: The present contract may be terminated prior to the time of the expiration of its term by any of the contracting parties by notice in writing. In any case, irrespective of the grounds for the termination of the present contract either by the client or by MOTABAQAH, the client is obliged to pay MOTABAQAH the cost of any certification activity carried out until the time of termination, as well as any other foreseen costs that correspond to that date. No claim can be made for the refund of any payments having taken place until the time of termination. In case of termination of the contract, the termination will be effective one month after the date the written notice for termination has been received by the other party.

#### **Art 3: Responsibilities and obligations**

##### **3.1 For the client**

The client is assumed to be acknowledged, full aware and accept the certification public documents. The client accepts, commits and undertakes to:

1. Always meet the certification requirements (including product requirement like standards and normative documents) and to always implement the modifications as requested by MOTABAQAH.
2. Provide all documents and records which are requested prior, during and after certification.
3. Use the certificate of conformity in accordance with "Instructions governing the use of certificate of conformity":
  - The client can use the granted certificate in his brochure or other documentation materials.
  - The client may photocopy or scan the certificate for publicity purposes. Photocopies or electronic copies may be in full color and don't to be watermarked or otherwise marked as being a copy of the original.
  - The certificate of conformity shall not be copied in a way that would hinder its legibility.
  - The client shall ensure that publications and advertisements do not cause confusion to the user between certified and non-certified products.
  - To ensure the correct application of the above, the client is advisable to bring to the attention of the MOTABAQAH any written or audio-visual material designed for wide publicity and which makes reference, directly or indirectly, to the granted certificate or to the certified products. Otherwise, as well as for every misuse, MOTABAQAH will take the relevant measures.
  - The granted certificate concerns strictly only the client to which it was awarded and is not transferable.

- The granted certificate should be published and generally only be used in its entirety. If the client wants to publish part of it, he shall obtain a written permission from the MOTABAQAH.
  - Comply with any requirements that may be prescribed by MOTABAQAH that relate to the use of certificate of conformity. Furthermore, client cannot make claims regarding certification which is not consistent with the scope of certification.
  - Restrict the use of certificates covered by the present contract exclusively to the products manufactured in the declared location.
  - If any modification (reduction or alteration) in scope of certification, client always commits to use the last updated and approved scope of certification in all his related activities. Client agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.
  - The certificates and all copies thereof remain at all times the property of MOTABAQAH and shall immediately be delivered to MOTABAQAH upon request.
4. Not to use its product certification in such a manner as to bring the MOTABAQAH into disrepute and does not make any statement regarding its product certification which MOTABAQAH may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, reduced or terminated, the client discontinues the use of any reference thereto on all his advertising matters, and takes action as required by MOTABAQAH:
- Stop within one week any use or advertising of the certificate of the present contract,
  - Return to MOTABAQAH within the same period the original of the certificate and
  - In making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of MOTABAQAH.
5. Bear responsibility to all complaints raised against him either directly to client or indirectly either to MOTABAQAH knowledge or the scheme owner and bear all costs resulting of this complain. The client shall keep a record of all known complaints relating to the compliance with certification requirements and to make these records available to MOTABAQAH when requested with the appropriate action taken to handle such complaints. In addition, if any complain received by client of MOTABAQAH or any other interested party where it is necessary to visit the client premises then the client shall make all necessary arrangement and demonstrate the actions taken on such complaints.
6. Accept to provide without delay, additional samples whenever requested by MOTABAQAH, which are not previously mentioned, if requested.
7. Bear cost of all financial requirements (foreseen and unforeseen) related with the certification process including the different evaluation that might take place including surveillance audits, supplementary audits and product testing as instructed.
8. Accepts the approved subcontractor of MOTABAQAH in the pursuit of certification activities provided that MOTABAQAH is committed to ensure the confidentiality and impartiality of those subcontractors. If there are convincing reasons, the client has the right to object and request changing those subcontractors.
9. Prove to MOTABAQAH, in case the client is the brand owner and is different from the actual manufacturer of the product, that all the technical responsibility related to the concerned product (including modification to the certified product) will be satisfied. This can be achieved through contractual arrangement (e.g. agreement) between the actual manufacturer and the client. The termination of such arrangement shall be informed to MOTABAQAH.

10. Agrees and commits to immediately inform MOTABAQAH of any modification or change likely to affect the ability to meet the certification requirements including, but are not limited to:
- Change or rotation in key personnel appointment or position, such change will affect the certification due to the interference of those personnel (e.g. key management position, technical staff and decision makers)
  - Change of contact person or updating his contact information.
  - Change in juridical, commercial, organizational or ownership status.
  - Any change concerning specification of the certified product whether it is:
    - Change in the composition (removing or adding new raw materials), its design, its packaging or label,
    - Modification of its production process or its management system and
    - Changes of manufacturing site.
- In all ways, it is advisable to inform MOTABAQAH for any changes.
11. Satisfy the duties and responsibilities toward SASO (see annex A).
12. Comply with the usage policy of certificate of conformity, license and mark of conformity, if any.

ADDITIONALLY for type 3 (Production Process Quality Assurance)

13. For the surveillance audit visits (whether announced or non-announced):
- Make all necessary arrangements needed by MOTABAQAH (i.e. conduct site visits including the full access for MOTABAQAH auditors for the provision of documents and records review and the needed production site, warehouse, instruments and subcontractors) and accept receiving observers on the audit process by official accreditation bodies.  
Note: The client acknowledge that MOTABAQAH can, and has the right to, perform non-announced site visit in special cases (e.g. repeated complaint or accreditation body action).
  - Authorize a key person (who is responsible for the overall implementation of the Product Safety Management System) for the audit team to provide the documentation and records of the applied system (e.g. inspection and testing reports, personnel qualification, etc.).
  - Provide and prepare the on-going production of certified products to enable MOTABAQAH auditors to check the effective implementation of the Product Safety Management System and the competence of the production personnel.
14. Ensure to MOTABAQAH, in case the client is the brand owner and is different from the actual manufacturer of the product, that MOTABAQAH can perform all necessary assessment activities of the production processes and the Product Safety Management System. This can be achieved through contractual arrangement (e.g. agreement) between the actual manufacturer and the client. The termination of such arrangement shall be informed to MOTABAQAH.
15. Strict to and approve the undertaking declaration (see annex B) regarding the obligations arising out of the Product Safety Management System.

**3.2 For MOTABAQAH**

The MOTABAQAH is responsible for:

1. Completing the various steps of the certification activities impartially (evaluation, evaluation review, issuance of certificates, etc.)
2. Storing all information and documents according to confidentiality and security rules by its personnel.
3. Providing public information regarding certification through any possible means by (website, etc.).
4. Notifying the client with the evaluation and certification results, reports and decisions.

**Art 4: Fees**

Fees related with the activities under the scope of this agreement, is charged according to the approved certification fees table (public available).

### **Art 5: Liability and Indemnity**

MOTABAQAH will take all necessary measurement to pay all due care in the performance of its services and accepts responsibility in cases of gross negligence.

Total liability to the client in respect of any claim for loss or damage shall be limited to liabilities against the scheme owner and MOTABAQAH clients only and not including clients of Scheme owner's clients or the clients of MOTABAQAH's clients to with gross negligence compensation, to an equal to the fees paid to MOTABAQAH under the certification agreement. The commitment to this liability responsibility is valid for one year after the date of MOTABAQAH completing performing the service.

No liabilities due on MOTABAQAH towards the client:

- For any loss, damage or expense arising from a failure by client to comply with any of its obligations herein and
- For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall.
- Any indirect or consequential loss or damage of any kind.

The granting of the certificate of MOTABAQAH does not exclude, under any circumstances, the client's own liability in accordance with the law of the land or other national law, with respect to any defects of his products.

### **Art 6: Confidentiality**

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering this agreement, and that shall be in accordance with the provisions of the applicable law of the land and the mutual non-disclosure policy addressed in annex C.

When the MOTABAQAH is required by law or authorized by contractual commitments to release confidential information, the client shall, unless prohibited by law, be notified of the information provided.

### **Art 7: Governance**

This agreement shall be governed and construed in accordance with the applicable laws in KSA.

### **Art 8: Disputes**

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of MOTABAQAH.

By signing this agreement, client acknowledges, recognizes and accepts the procedures of handling complaints and appeals (public available).

### **Art 9: Surveillance terms and conditions**

MOTABAQAH conducts periodic surveillance on applicant's compliance with his obligations, by signing the certification agreement document since the beginning, the applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body.

Furthermore, and to preserve the Certification, the client accepts that MOTABAQAH conducts on site surveillance visits (at least once a year during the period of certification validity).

MOTABAQAH retains the right of establishing where product tests must be performed (client's facilities or an external laboratory).

Note: This art is not applicable to all products under Type 1a scheme.

#### **During surveillance**

- The client shall provide MOTABAQAH with samples of the product under surveillance audits.
- If the client refuses the visit of the audit team and/or the tests on samples without convincing reasons, the certification will be suspended.
- The client shall keep at disposal of MOTABAQAH and its audit team, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

### Art 10: Ownership and intellectual property

All records, documents, reports, certificates of conformity and license authorized, accessed or granted to the client by MOTABAQAH and their copyright shall be and remain the property of MOTABAQAH. The client shall use the above mentioned in his most practice. For the proper use of the certificates (consider Instructions governing the use of certificate of conformity in art 3)

### Art 11: Other provisions

All terms of the present are agreed as substantial.

Any amendment or addition to the terms of the said contract may only take place upon the contracting parties' written agreement.

The following annexes are complementary part(s) of this agreement:

- Annex A: Duties and responsibilities toward the scheme owner (SASO).
- Annex B: Undertaking declaration (it shall be completed for type 3 schemes).
- Annex C: Mutual non-disclosure policy.

This agreement is composed totally of (..) pages and all of them shall be signed by both parties. This pages are consist of:

Item	Number of pages
Contract with (..) articles	(..)
Annex A: Duties and responsibilities toward the scheme owner (SASO)	(..)
Annex B: Undertaking declaration	(..)
Annex C: Mutual non-disclosure policy	(..)

The parties acknowledge by the signatures below of their authorized representatives that they have read this agreement and understand and agree to be bound by its terms and conditions.

## Annex A: Duties and responsibilities toward the scheme owner (SASO)

For Type 1a: (Product Certification)	For Type 3: (Production Process Quality Assurance)
<ul style="list-style-type: none"> <li>✓ Keep a copy of the type approval certificate, its annexes and additions together with the technical documentation at the disposal of the SASO national authorities (e.g. market surveillance authorities) for 10 years after the product has been placed on the market.</li> <li>✓ Draw up a written declaration of conformity for each product model and keep it at the disposal of the competent national authorities (e.g. market surveillance authorities) for 10 years after the product has been placed on the market. This declaration of conformity shall identify the product model for which it has been drawn up.</li> <li>✓ Provide the competent authorities, when requested, all information and documents which prove the product conformity.</li> <li>✓ Cooperate with the competent authorities, when requested, in implementing any raised actions in order to eliminate the identified risks from the product included in the mandate.</li> </ul>	<ul style="list-style-type: none"> <li>✓ The client shall draw up a written declaration of conformity for each product model and keep it at the disposal of the SASO national authorities (e.g. market surveillance authorities) for 10 years after the product has been placed on the market. In addition the client shall keep a copy of the certificate of conformity and the declaration of conformity at the disposal of the national authorities. Note: This declaration of conformity shall identify the product model for which it has been drawn up.</li> <li>✓ For a period ending at least 10 years after the product has been placed on the market, the client shall keep at the disposal of the SASO national authorities (e.g. market surveillance authorities):               <ul style="list-style-type: none"> <li>(a) The documentation related to the submitted application with all its related attachments;</li> <li>(b) The information relating to all requested modification of the Product Safety Management System, as approved from MOTABAQAH;</li> <li>(c) The decisions and reports of MOTABAQAH after:                   <ul style="list-style-type: none"> <li>▪ Initial certification process.</li> <li>▪ Submission of any modification related to the Product Safety Management System to MOTABAQAH.</li> <li>▪ Announced regular surveillance visits</li> <li>▪ After non-announced surveillance visits</li> </ul> </li> </ul> </li> <li>✓ Provide the competent authorities, when requested, all information and documents which prove the product conformity.</li> <li>✓ Cooperate with the competent authorities, when requested, in implementing any raised actions in order to eliminate the identified risks from the product included in the mandate.</li> </ul>

## Annex B: Undertaking declaration

Under the validity period of the Surveillance certificate, this declaration is dedicated for MOTABAQAH, market surveillance authorities and any other competent authorities which in regard of the manufacturing of the certified products the technical regulations by which the certificate is granted and the approved type through implementing a Product Safety Management System as approved by MOTABAQAH, I the undersigned hereby confirm and declare that I will be technically responsible for and undertake to:

1. Fulfill the obligations arising out of the Product Safety Management System as approved from MOTABAQAH.
2. Maintain the Product Safety Management System adequate and effective including the production processes, final product inspection and testing of the concerned products.
3. Always ensure continuous production of products According to the technical regulations by which the certificate is granted and the approved type.
4. Notify MOTABAQAH in case of any changes that could affect the obligation of bullet 1, 2 and 3 including the changes of the approved Product Safety Management System to be reviewed, approved and authorized by MOTABAQAH.

## Annex C: Mutual non-disclosure policy

Whereas, MOTABAQAH and the Client may provide information to each other which may be confidential for the purpose of investigating whether the parties desire to enter into a potential business relationship or transaction together ("Investigation");

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:

- "Information" shall mean (i) the existence of the Investigation, and (ii) any information which the ORIGINATOR may provide to the RECIPIENT on or after the date of this Agreement, (including any information relating to ORIGINATOR and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by ORIGINATOR to RECIPIENT or vice versa in connection with the Investigation: proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of ORIGINATOR, marketing plans, strategic plans, financial statements, and such other information as ORIGINATOR may provide to RECIPIENT in connection with the Investigation. The Information to be disclosed to RECIPIENT shall be at the sole discretion of ORIGINATOR.
- "RECIPIENT" shall mean the party receiving the Information of the other party.
- "ORIGINATOR" shall mean the party providing Information to the other party.

2. RECIPIENT agrees:

- To treat the Information as confidential using the same degree of care used by RECIPIENT to protect RECIPIENT's own confidential information, but in any event not less than a reasonable degree of care;
- Not to make public, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by ORIGINATOR unless prohibited to do so by law;
- To take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with RECIPIENT do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;
- To disclose the Information only to RECIPIENT's employees and agents whose responsibilities or services they render to the RECIPIENT require them to know or have access to the Information in connection with the Investigation;
- Exception (from the above): Government authorities like accreditation bodies and scheme owners involved in approving the recipient in his position as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.
- Not to use the Information for any purpose other than for the purpose of the Investigation;
- To advise ORIGINATOR in writing of any misuse by any person of Information as soon as RECIPIENT becomes aware of such misuse; and
- Upon ORIGINATOR's written request, promptly return to ORIGINATOR or destroy all Information in the possession or control of RECIPIENT.

3. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. Nothing in this Agreement shall restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of ORIGINATOR.

4. All documents or other media containing Information and all reproductions thereof (whether delivered to RECIPIENT by ORIGINATOR, reproduced by RECIPIENT or generated by RECIPIENT itself) shall at all times remain subject to the terms of this Agreement. In the event ORIGINATOR, at any time, requests the return of the Information, RECIPIENT will promptly deliver to ORIGINATOR the Information in RECIPIENT's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

5. All types of Information concerning the ORIGINATOR, its suppliers and its products or any other information obtained from sources other than the ORIGINATOR (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only RECIPIENT's authorized personnel. Similar terms of confidentiality apply on such information as well.

6. RECIPIENT admits for all purposes that any violation of this Agreement may constitute an irreparable injury to ORIGINATOR for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which ORIGINATOR shall be entitled, ORIGINATOR may have the right to have an injunction or equivalent remedy issued against RECIPIENT to prevent RECIPIENT from violations or further violations of this Agreement.

7. This Agreement will be governed by and construed in accordance with the law of the land. In the event of a dispute over its interpretation or execution, the KSA court, shall have exclusive jurisdiction. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a RECIPIENT, return of all of ORIGINATOR's Information in such RECIPIENT's possession or control.



## 21.2 Appendix 2: Certification agreement model (type 5)

Project cod .....

In KSA today on ..., by and between MOTABAQAH, called hereinafter as «MOTABAQAH», with registered office in ..., lawfully represented during the drawing of the present by ....., on the one part, and the company under the corporate name «...», with registered office in ..., lawfully represented during drawing of the present contract by ..., hereinafter called «client», on the other part, the following were mutually agreed and stipulated:

### Art 1: Scope of the contract

MOTABAQAH certifies a broad range of products. Current portfolio of products subject to certification with MOTABAQAH can be found on the official website of MOTABAQAH (www.MOTABAQAH.com). The client agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

Note: This agreement is legally enforceable agreement maintained by MOTABAQAH for the provision of certification process to its clients. It shall be accepted and signed by both parties as initial step for certification.

### Art 2: Duration

This agreement is signed in two copies and will be effective upon signature by both parties. For further cooperation, there will be no need to sign new certification agreement as long as this agreement is valid and applicable. The agreement is valid until the expiry of the certificate of conformity issued by MOTABAQAH.

Note: The present contract may be terminated prior to the time of the expiration of its term by any of the contracting parties by notice in writing. In any case, irrespective of the grounds for the termination of the present contract either by the client or by MOTABAQAH, the client is obliged to pay MOTABAQAH the cost of any certification activity carried out until the time of termination, as well as any other foreseen costs that correspond to that date. No claim can be made for the refund of any payments having taken place until the time of termination. In case of termination of the contract, the termination will be effective one month after the date the written notice for termination has been received by the other party.

### Art 3: Responsibilities and obligations

#### 3.1 For the client

The client is assumed to be acknowledged, full aware and accept the certification public documents. The client accepts, commits and undertakes to:

1. Always meet the certification requirements (including product requirement like standards and normative documents) and to always implement the modifications as requested by MOTABAQAH.
2. Provide all documents and records which are requested prior, during and after certification.
3. Use the certificate of conformity in accordance with "Instructions governing the use of certificate of conformity":
  - The client can use the granted certificate in his brochure or other documentation materials.
  - The client may photocopy or scan the certificate for publicity purposes. Photocopies or electronic copies may be in full color and don't to be watermarked or otherwise marked as being a copy of the original.
  - The certificate of conformity shall not be copied in a way that would hinder its legibility.
  - The client shall ensure that publications and advertisements do not cause confusion to the user between certified and non-certified products.
  - To ensure the correct application of the above, the client is advisable to bring to the attention of the MOTABAQAH any written audio-visual material designed for wide publicity and which makes reference, directly or indirectly, to the granted certificate of the certified products. Otherwise, as well as for every misuse, MOTABAQAH will take the relevant measures.
  - The granted certificate concerns strictly only the client to which it was awarded and is not transferable.
  - The granted certificate should be published and generally only be used in its entirety. If the client wants to publish part of it, shall obtain a written permission from the MOTABAQAH.
  - Comply with any requirements that may be prescribed by MOTABAQAH that relate to the use of certificate of conformity. Furthermore, client cannot make claims regarding certification which is not consistent with the scope of certification.
  - Restrict the use of certificates covered by the present contract exclusively to the products manufactured in the declared location.
  - If any modification (reduction or alteration) in scope of certification, client always commits to use the last updated and approved scope of certification in all his related activities. Client agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.
  - The certificates and all copies thereof remain at all times the property of MOTABAQAH and shall immediately be delivered to MOTABAQAH upon request.

4. Not to use its product certification in such a manner as to bring the MOTABAQAH into disrepute and does not make any statement regarding its product certification which MOTABAQAH may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, reduced or terminated, the client discontinues the use of any reference thereto on all his advertising matters, and takes action as required by MOTABAQAH:
  - Stop within one week any use or advertising of the certificate of the present contract,
  - Return to MOTABAQAH within the same period the original of the certificate and
  - In making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of MOTABAQAH.
5. Bear responsibility to all complaints raised against him either directly to client or indirectly either to MOTABAQAH knowledge or the scheme owner and bear all costs resulting of this complain. The client shall keep a record of all known complaints relating to the compliance with certification requirements and to make these records available to MOTABAQAH when requested with the appropriate action taken to handle such complaints. In addition, if any complain received by client of MOTABAQAH or any other interested party where it is necessary to visit the client premises then the client shall make all necessary arrangement and demonstrate the actions taken on such complaints.
6. Accept to provide without delay, additional samples whenever requested by MOTABAQAH, which are not previously mentioned, if requested.
7. Bear cost of all financial requirements (foreseen and unforeseen) related with the certification process including the different evaluation that might take place including surveillance audits, supplementary audits and product testing as instructed.
8. Accepts the approved subcontractor of MOTABAQAH in the pursuit of certification activities provided that MOTABAQAH is committed to ensure the confidentiality and impartiality of subcontractors. If there are convincing reasons, the client has the right to object and request changing those subcontractors.
9. Agrees and commits to immediately inform MOTABAQAH of any modification or change likely to affect the ability to meet the certification requirements including, but are not limited to:
  - Change or rotation in key personnel appointment or position, such change will affect the certification due to the interference of those personnel (e.g. key management position, technical staff and decision makers)
  - Change of contact person or updating his contact information.
  - Change in juridical, commercial, organizational or ownership status.
  - Any change concerning specification of the certified product whether it is:
    - Change in the composition (removing or adding new raw materials), its design, its packaging or label,
    - Modification of its production process or its management system and
    - Changes of manufacturing site.

In all ways, it is advisable to inform MOTABAQAH for any changes.
10. Satisfy the duties and responsibilities toward SASO (see annex A).
11. Comply with the usage MOTABAQAH policy of certificate of conformity, license and mark of conformity.
12. For the SQM application and usage, Comply with all the applicable requirement of SASO (mark owner) including SQM regulation and applicable certification regulation.
13. For the surveillance audit visits (whether announced or non-announced):
  - Make all necessary arrangements needed by MOTABAQAH (i.e. conduct site visits including the full access for MOTABAQAH auditors for the provision of documents and records review and the needed production site, warehouse, instruments and subcontractors) and accept receiving observers on the audit process by official accreditation bodies. Note: The client acknowledge that MOTABAQAH can, and has the right to, perform non-announced site visit in special cases (e.g. repeated complaint or accreditation body action).
  - Authorize a key person (who is responsible for the overall implementation of the Product Safety Management System) for the audit team to provide the documentation and records of the applied system (e.g. inspection and testing reports, personnel qualification, etc.).
  - Provide and prepare the on-going production of certified products to enable MOTABAQAH auditors to check the effective implementation of the Product Safety Management System and the competence of the production personnel.
14. Ensure to MOTABAQAH, in case the client is the brand owner and is different from the actual manufacturer of the product, that MOTABAQAH can perform all necessary assessment activities of the production processes and the quality management system. This can be achieved through contractual arrangement (e.g. agreement) between the actual manufacturer and the client. The termination of such arrangement shall be informed to MOTABAQAH.
15. Strict to and approve the undertaking declaration (see annex B) regarding the obligations arising out of the quality management system.
16. In case of the production process of the client and/or the actual manufacturer is covered in multi sites, MOTABAQAH auditor has the right to conduct additional on-site visits to those sites.
17. Allow MOTABAQAH auditor to perform testing on site directly and taking the required samples.

18. Continuous complying with the scheme requirements through statistical quality control of products based on internal regular (or frequent) sampling and testing techniques and evaluating result according to the applicable product requirement as per scheme requirement. The client shall regularly submit a report every three months containing the average results of those internal tests and checks of the product to MOTABAQAH (the sampling date shall be due one months before the sending date). If the concerned products are no regularly produced, the sampling and testing frequency may be reduced according to the adopted quality management system (in such case MOTABAQAH shall be notified and approve it).
19. Inform MOTABAQAH in case of changing its approved raw materials supplier.
20. The adopted quality control plan shall satisfy all the applicable requirements of the scheme including the tests and its frequency. This plan shall consider final product testing as per each lot.

### **3.2 For MOTABAQAH**

MOTABAQAH is responsible for:

1. Completing the various steps of the certification activities impartially (evaluation, evaluation review, issuance of certificates, etc.)
2. Storing all information and documents according to confidentiality and security rules by its personnel.
3. Providing public information regarding certification through any possible means by (website, etc.).
4. Notifying the client with the evaluation and certification results, reports and decisions.

### **Art 4: Fees**

Fees related with the activities under the scope of this agreement, is charged according to the approved certification fees table (public available).

### **Art 5: Liability and Indemnity**

MOTABAQAH will take all necessary measurement to pay all due care in the performance of its services and accepts responsibility in cases of gross negligence.

Total liability to the client in respect of any claim for loss or damage shall be limited to liabilities against the scheme owner and MOTABAQAH clients only and not including clients of Scheme owner's clients or the clients of MOTABAQAH's clients to with gross negligence compensation, to an equal to the fees paid to MOTABAQAH under the certification agreement. The commitment to this liability responsibility is valid for one year after the date of MOTABAQAH completing performing the service.

No liabilities due on MOTABAQAH towards the client:

- For any loss, damage or expense arising from a failure by client to comply with any of its obligations herein and
- For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall.
- Any indirect or consequential loss or damage of any kind.

The granting of the certificate of MOTABAQAH does not exclude, under any circumstances, the client's own liability in accordance with the law of the land or other national law, with respect to any defects of his products.

### **Art 6: Confidentiality**

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering this agreement, and that shall be in accordance with the provisions of the applicable law of the land and the mutual non-disclosure policy addressed in annex C.

When the MOTABAQAH is required by law or authorized by contractual commitments to release confidential information, the client shall, unless prohibited by law, be notified of the information provided

### **Art 7: Governance**

This agreement shall be governed and construed in accordance with the applicable laws in KSA.

### **Art 8: Disputes**

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of MOTABAQAH. By signing this agreement, client acknowledges, recognizes and accepts the procedures of handling complaints and appeals (public available).

### Art 9: Surveillance terms and conditions

MOTABAQAH conducts periodic surveillance on applicant's compliance with his obligations, by signing the certification agreement document since the beginning, the applicant agrees to have 'production' samples of the certified product available for at least one year after the last production date, which may at any time be requested by the certification body.

Furthermore, and to preserve the Certification, the client accepts that MOTABAQAH conducts on site surveillance visits (at least once a year during the period of certification validity).

MOTABAQAH retains the right of establishing where product tests must be performed (client's facilities or an external laboratory).

#### During surveillance

- The client shall provide MOTABAQAH with samples of the product under surveillance audits.
- If the client refuses the visit of the audit team and/or the tests on samples without convincing reasons, the certification will be suspended.
- The client shall keep at disposal of MOTABAQAH and its audit team, during their visit, and to reveal all requested documents including records of complaints from any source and the responses given as well as the possible corrective actions started.

### Art 10: Ownership and intellectual property

All records, documents, reports, certificates of conformity and license authorized, accessed or granted to the client by MOTABAQAH and their copyright shall be and remain the property of MOTABAQAH. The client shall use the above mentioned in his most practice. For the proper use of the certificates (consider Instructions governing the use of certificate of conformity in art 3)

### Art 11: Other provisions

All terms of the present are agreed as substantial.

Any amendment or addition to the terms of the said contract may only take place upon the contracting parties' written agreement.

The following annexes are complementary part(s) of this agreement:

- Annex A: Duties and responsibilities toward the scheme owner (SASO).
- Annex B: Undertaking declaration (it shall be completed for type 3 schemes).
- Annex C: Mutual non-disclosure policy.

This agreement is composed totally of (..) pages and all of them shall be signed by both parties. This pages are consist of:

Item	Number of pages
Contract with (..) articles	(..)
Annex A: Duties and responsibilities toward the scheme owner (SASO)	(..)
Annex B: Undertaking declaration	(..)
Annex C: Mutual non-disclosure policy	(..)

The parties acknowledge by the signatures below of their authorized representatives that they have read this agreement and understand and agree to be bound by its terms and conditions.

## Annex A: Duties and responsibilities toward the scheme owner (SASO)

The client shall draw up a written declaration of conformity for each product model and keep it at the disposal of the SASO national authorities (e.g. market surveillance authorities) for 10 years after the product has been placed on the market. In addition the client shall keep a copy of the certificate of conformity and the declaration of conformity at the disposal of the national authorities.

Note: This declaration of conformity shall identify the product model for which it has been drawn up.

For a period ending at least 10 years after the product has been placed on the market, the client shall keep at the disposal of the SASO national authorities (e.g. market surveillance authorities):

- (a) The documentation related to the submitted application with all its related attachments;
- (b) The information relating to all requested modification of the quality management system, as approved from MOTABAQAH;
- (c) The decisions and reports of MOTABAQAH after:
  - Initial certification process.
  - Submission of any modification related to the quality management system to MOTABAQAH.
  - Announced regular surveillance visits
  - After non-announced surveillance visits

Provide the competent authorities, when requested, all information and documents which prove the product conformity.

Cooperate with the competent authorities, when requested, in implementing any raised actions in order to eliminate the identified risks from the product included in the mandate.

## Annex B: Undertaking declaration

Under the validity period of the Surveillance certificate, this declaration is dedicated for MOTABAQAH, market surveillance authorities and any other competent authorities which in regard of the manufacturing of the certified products the technical regulations by which the certificate is granted and the approved type through implementing a Product Safety Management System as approved by MOTABAQAH, I the undersigned hereby confirm and declare that I will be technically responsible for and undertake to:

5. Fulfill the obligations arising out of the quality management system as approved from MOTABAQAH.
6. Maintain the quality management system effective in accordance with the applicable requirements of the scheme including the production process and its quality controlling mechanisms.
7. Maintain the quality management system adequate and effective including the design phase, production processes, and final product inspection and testing of the concerned products.
8. Always ensure continuous production of products conform to the applicable requirement of the SQM regulation and the applicable scheme by which the certificate granted.
9. Use the SQM in accordance with the applicable requirements of SQM regulation and applicable certification regulation.
10. Notify MOTABAQAH in case of any changes that could affect the obligation of bullet 1, 2, 3, 4 and 5 including the changes of the approved quality management system to be reviewed, approved and authorized by MOTABAQAH.

## Annex C: Mutual non-disclosure policy

Whereas, MOTABAQAH and the Client may provide information to each other which may be confidential for the purpose of investigating whether the parties desire to enter into a potential business relationship or transaction together ("Investigation");

Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:

- "Information" shall mean (i) the existence of the Investigation, and (ii) any information which the ORIGINATOR may provide to the RECIPIENT on or after the date of this Agreement, (including any information relating to ORIGINATOR and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by ORIGINATOR to RECIPIENT or vice versa in connection with the Investigation: proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of ORIGINATOR, marketing plans, strategic plans, financial statements, and such other information as ORIGINATOR may provide to RECIPIENT in connection with the Investigation. The Information to be disclosed to RECIPIENT shall be at the sole discretion of ORIGINATOR.
- "RECIPIENT" shall mean the party receiving the Information of the other party.
- "ORIGINATOR" shall mean the party providing Information to the other party.

2. RECIPIENT agrees:

- To treat the Information as confidential using the same degree of care used by RECIPIENT to protect RECIPIENT's own confidential information, but in any event not less than a reasonable degree of care;
- Not to make public, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by ORIGINATOR unless prohibited to do so by law;
- To take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with RECIPIENT do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;
- To disclose the Information only to RECIPIENT's employees and agents whose responsibilities or services they render to the RECIPIENT require them to know or have access to the Information in connection with the Investigation;
- Exception (from the above): Government authorities like accreditation bodies and scheme owners involved in approving the recipient in his position as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.
- Not to use the Information for any purpose other than for the purpose of the Investigation;
- To advise ORIGINATOR in writing of any misuse by any person of Information as soon as RECIPIENT becomes aware of such misuse; and
- Upon ORIGINATOR's written request, promptly return to ORIGINATOR or destroy all Information in the possession or control of RECIPIENT.

3. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. Nothing in this Agreement shall restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of ORIGINATOR.

4. All documents or other media containing Information and all reproductions thereof (whether delivered to RECIPIENT by ORIGINATOR, reproduced by RECIPIENT or generated by RECIPIENT itself) shall at all times remain subject to the terms of this Agreement. In the event ORIGINATOR, at any time, requests the return of the Information, RECIPIENT will promptly deliver to ORIGINATOR the Information in RECIPIENT's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

5. All types of Information concerning the ORIGINATOR, its suppliers and its products or any other information obtained from sources other than the ORIGINATOR (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only RECIPIENT's authorized personnel. Similar terms of confidentiality apply on such information as well.

6. RECIPIENT admits for all purposes that any violation of this Agreement may constitute an irreparable injury to ORIGINATOR for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which ORIGINATOR shall be entitled, ORIGINATOR may have the right to have an injunction or equivalent remedy issued against RECIPIENT to prevent RECIPIENT from violations or further violations of this Agreement.

7. This Agreement will be governed by and construed in accordance with the law of the land. In the event of a dispute over its interpretation or execution, the KSA court, shall have exclusive jurisdiction. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a RECIPIENT, return of all of ORIGINATOR's Information in such RECIPIENT's possession or control.

## 21.2 Appendix 3: Certification agreement model (type 6)

Project code : .....

In KSA today on ....., by and between Saudi specialized laboratories - MOTABAQAH called hereinafter as «MOTABAQAH», with registered office in 1st Floor, Salma Center, Imam Abdullah Ibn Saud, Riyadh, Saudi Arabia, lawfully represented during the drawing of the present by ....., on the one part, and the company under the corporate name «.....», with registered office in ....., lawfully represented during drawing of the present contract by ....., hereinafter called «client», on the other part, the following were mutually agreed and stipulated:

### Art 1: Scope of the contract

MOTABAQAH certifies a broad range of products. Current portfolio of products subject to certification with MOTABAQAH can be found on the official website of MOTABAQAH. The client agrees to mention the scope of certification in the application form upon the application stage. Thereby agrees to complete and adhere to the requirements of the applicable scheme and standards of the applied scope.

Note: This agreement is legally enforceable agreement maintained by MOTABAQAH for the provision of certification process to its clients. It shall be accepted and signed by both parties as initial step for certification.

### Art 2: Duration

This agreement will be effective upon signature by both parties. For further cooperation, there will be no need to sign new certification agreement as long as this agreement is valid and applicable. The agreement is valid until the expiry of the certificate of conformity issued by MOTABAQAH.

Note: The present contract may be terminated prior to the time of the expiration of its term by any of the contracting parties by notice in writing. In any case, irrespective of the grounds for the termination of the present contract either by the client or by MOTABAQAH, the client is obliged to pay MOTABAQAH the cost of any certification activity carried out until the time of termination, as well as any other foreseen costs that correspond to that date. No claim can be made for the refund of any payments having taken place until the time of termination. In case of termination of the contract, the termination will be effective one month after the date the written notice for termination has been received by the other party.

### Art 3: Responsibilities and obligations

#### 3.1 For the client

The client is assumed to be acknowledged, full aware and accept the certification public documents. The client accepts, commits and undertakes to:

16. Always meet the certification requirements (including product requirement like standards and normative documents) and to always implement the modifications as requested by MOTABAQAH.

17. Provide all documents and records which are requested prior, during and after certification.

18. Use the certificate of conformity in accordance with "Instructions governing the use of certificate of conformity":

- The client can use the granted certificate in his brochure or other documentation materials.
- The client may photocopy or scan the certificate for publicity purposes. Photocopies or electronic copies may be in full color and don't to be watermarked or otherwise marked as being a copy of the original.
- The certificate of conformity shall not be copied in a way that would hinder its legibility.
- The client shall ensure that publications and advertisements do not cause confusion to the user between certified and non-certified products.
- To ensure the correct application of the above, the client is advisable to bring to the attention of the MOTABAQAH any written or audio-visual material designed for wide publicity and which makes reference, directly or indirectly, to the granted certificate or to the certified products. Otherwise, as well as for every misuse, MOTABAQAH will take the relevant measures.
- The granted certificate concerns strictly only the client to which it was awarded and is not transferable.
- The granted certificate should be published and generally only be used in its entirety. If the client wants to publish part of it, he shall obtain a written permission from the MOTABAQAH.



- Comply with any requirements that may be prescribed by MOTABAQAH that relate to the use of certificate of conformity. Furthermore, client cannot make claims regarding certification which is not consistent with the scope of certification.
  - Restrict the use of certificates covered by the present contract exclusively to the products manufactured in the declared location.
  - If any modification (reduction or alteration) in scope of certification, client always commits to use the last updated and approved scope of certification in all his related activities. Client agrees not to promote any of the reduced scope of certification and to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.
  - The certificates and all copies thereof remain at all times the property of MOTABAQAH and shall immediately be delivered to MOTABAQAH upon request.
19. Not to use its product certification in such a manner as to bring the MOTABAQAH into disrepute and does not make any statement regarding its product certification which MOTABAQAH may consider misleading or unauthorized. Additionally, if certification suspended, withdrawn, reduced or terminated, the client discontinues the use of any reference thereto on all his advertising matters, and takes action as required by MOTABAQAH:
- Stop within one week any use or advertising of the certificate of the present contract,
  - Return to MOTABAQAH within the same period the original of the certificate and
  - In making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of MOTABAQAH.
20. Bear responsibility to all complaints raised against him either directly to client or indirectly either to MOTABAQAH knowledge or the scheme owner and bear all costs resulting of this complain. The client shall keep a record of all known complaints relating to the compliance with certification requirements and to make these records available to MOTABAQAH when requested with the appropriate action taken to handle such complaints. In addition, if any complain received by client of MOTABAQAH or any other interested party where it is necessary to visit the client premises then the client shall make all necessary arrangement and demonstrate the actions taken on such complaints.
21. Accept to provide without delay, additional samples whenever requested by MOTABAQAH, which are not previously mentioned, if requested.
22. Bear cost of all financial requirements (foreseen and unforeseen) related with the certification process including the different evaluation that might take place including surveillance audits, supplementary audits and product testing as instructed.
23. Accepts the approved subcontractor of MOTABAQAH in the pursuit of certification activities provided that MOTABAQAH is committed to ensure the confidentiality and impartiality of those subcontractors. If there are convincing reasons, the client has the right to object and request changing those subcontractors.
24. Prove to MOTABAQAH, in case the client is the brand owner and is different from the actual producer of the product, that all the technical responsibility related to the concerned product (including modification to the certified product) will be satisfied. This can be achieved through contractual arrangement (e.g. agreement) between the actual producer and the client. The termination of such arrangement shall be informed to MOTABAQAH.
25. Agrees and commits to immediately inform MOTABAQAH of any modification or change likely to affect the ability to meet the certification requirements including, but are not limited to:
- Change or rotation in key personnel appointment or position, such change will affect the certification due to the interference of those personnel (e.g. key management position, technical staff and decision makers)
  - Change of contact person or updating his contact information.
  - Change in juridical, commercial, organizational or ownership status.
  - Any change concerning specification of the certified product whether it is:

- Change in the composition (removing or adding new raw materials), its design, its packaging or label,
- Modification of its production process or its management system and
- Changes of manufacturing site.

In all ways, it is advisable to inform MOTABAQAH for any changes.

26. Satisfy the duties and responsibilities toward SASO (see annex A).

27. Comply with the usage policy of certificate of conformity, license and mark of conformity, if any.

### **3.2 For MOTABAQAH**

The MOTABAQAH is responsible for:

5. Completing the various steps of the certification activities impartially (evaluation, evaluation review, issuance of certificates, etc.)
6. Storing all information and documents according to confidentiality and security rules by its personnel.
7. Providing public information regarding certification through any possible means by (website, etc.).
8. Notifying the client with the evaluation and certification results, reports and decisions.

### **Art 4: Fees**

Fees related with the activities under the scope of this agreement, is charged according to the approved certification fees table.

### **Art 5: Liability and Indemnity**

MOTABAQAH will take all necessary measurement to pay all due care in the performance of its services and accepts responsibility in cases of gross negligence.

Total liability to the client in respect of any claim for loss or damage shall be limited to liabilities against the scheme owner and MOTABAQAH clients only and not including clients of Scheme owner's clients or the clients of MOTABAQAH's clients to with gross negligence compensation, to an equal to the fees paid to MOTABAQAH under the certification agreement. The commitment to this liability responsibility is valid for one year after the date of MOTABAQAH completing performing the service.

No liabilities due on MOTABAQAH towards the client:

- For any loss, damage or expense arising from a failure by client to comply with any of its obligations herein and
- For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall.
- Any indirect or consequential loss or damage of any kind.

The granting of the certificate of MOTABAQAH does not exclude, under any circumstances, the client's own liability in accordance with the law of the land or other national law, with respect to any defects of his products.

### **Art 6: Confidentiality**

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering this agreement, and that shall be in accordance with the provisions of the applicable law of the land and the mutual non-disclosure policy addressed in annex C.

When the MOTABAQAH is required by law or authorized by contractual commitments to release confidential information, the client shall, unless prohibited by law, be notified of the information provided.

### **Art 7: Governance**

This agreement shall be governed and construed in accordance with the applicable laws in KSA.

### Art 8: Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of MOTABAQAH. By signing this agreement, client acknowledges and accepts the procedures of handling complaints and appeals.

### Art 9: Ownership and intellectual property

All records, documents, reports, certificates of conformity and license authorized, accessed or granted to the client by MOTABAQAH and their copyright shall be and remain the property of MOTABAQAH. The client shall use the above mentioned in his most practice. For the proper use of the certificates (consider Instructions governing the use of certificate of conformity in art 3).

### Art 10: Electronic signature

This agreement may be executed by actual or electronic signature. PDF or other electronic signatures will be deemed to be valid and original.

### Art 11: Other provisions

All terms of the present are agreed as substantial.

Any amendment or addition to the terms of the said contract may only take place upon the contracting parties' written agreement.

The following annexes are complementary part(s) of this agreement:

- Annex A: Duties and responsibilities toward the scheme owner (SASO).
- Annex B: Mutual non-disclosure policy.

<Name>

<Position>

<Name>

<Position>

<Signature>

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MOTABAQAH Representative

Client Representative

### Annex A: Duties and responsibilities toward the scheme owner (SASO)

- ✓ The client shall draw up a written declaration of conformity for each product model and keep it at the disposal of the SASO national authorities (e.g. market surveillance authorities) for 10 years after the product has been placed on the market. In addition the client shall keep a copy of the certificate of conformity and the declaration of conformity at the disposal of the national authorities.  
Note: This declaration of conformity shall identify the product model for which it has been drawn up.
- ✓ For a period ending at least 10 years after the product has been placed on the market, the client shall keep at the disposal of the SASO national authorities (e.g. market surveillance authorities):
  - (a) The documentation related to the submitted application with all its related attachments;
  - (b) The information relating to all requested modification of the Product Safety Management System, as approved from MOTABAQAH;
  - (c) The decisions and reports of MOTABAQAH after:
    - Initial certification process.
    - Submission of any modification related to the Product Safety Management System to MOTABAQAH.
    - Announced regular surveillance visits
    - After non-announced surveillance visits
- ✓ Provide the competent authorities, when requested, all information and documents which prove the product conformity.
- ✓ Cooperate with the competent authorities, when requested, in implementing any raised actions in order to eliminate the identified risks from the product included in the mandate.

## Annex B: Mutual non-disclosure policy

Whereas, MOTABAQAH and the Client may provide information to each other which may be confidential for the purpose of investigating whether the parties desire to enter into a potential business relationship or transaction together ("Investigation"); Therefore, for good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties agree as follows:

1. The following terms as used in this Agreement are defined as follows:

- "Information" shall mean (i) the existence of the Investigation, and (ii) any information which the ORIGINATOR may provide to the RECIPIENT on or after the date of this Agreement, (including any information relating to ORIGINATOR and its business), whether oral, written, machine-readable or any other form, which shall be identified at or about the time of disclosure as "CONFIDENTIAL" or which by the nature or type of information should reasonably be regarded as confidential. The term "Information" shall also refer to the following information which may be provided by ORIGINATOR to RECIPIENT or vice versa in connection with the Investigation: proprietary data or software, development, marketing, and sales information relating to the products or services (actual or contemplated) of ORIGINATOR, marketing plans, strategic plans, financial statements, and such other information as ORIGINATOR may provide to RECIPIENT in connection with the Investigation. The Information to be disclosed to RECIPIENT shall be at the sole discretion of ORIGINATOR.
- "RECIPIENT" shall mean the party receiving the Information of the other party.
- "ORIGINATOR" shall mean the party providing Information to the other party.

2. RECIPIENT agrees:

- To treat the Information as confidential using the same degree of care used by RECIPIENT to protect RECIPIENT's own confidential information, but in any event not less than a reasonable degree of care;
- Not to make public, or authorize any disclosure or publication of the Information, except as expressly permitted in writing by ORIGINATOR unless prohibited to do so by law;
- To take all reasonable steps to ensure that all principals, officers, agents, employees, representatives, or any other persons affiliated in any manner with RECIPIENT do not disclose, or make public, or authorize any disclosure or publication of any of the Information, and to enforce this Agreement;
- To disclose the Information only to RECIPIENT's employees and agents whose responsibilities or services they render to the RECIPIENT require them to know or have access to the Information in connection with the Investigation;
- Exception (from the above): Government authorities like accreditation bodies and scheme owners involved in approving the recipient in his position as Conformity Assessment body, thus requiring to get documents of his clients disclosed to these bodies to evaluate the whole certification process. Such Accreditation bodies are neutral bodies.
- Not to use the Information for any purpose other than for the purpose of the Investigation;
- To advise ORIGINATOR in writing of any misuse by any person of Information as soon as RECIPIENT becomes aware of such misuse; and
- Upon ORIGINATOR's written request, promptly return to ORIGINATOR or destroy all Information in the possession or control of RECIPIENT.

3. Each party represents it has all right and title (or license) to disclose the Information disclosed by it in connection with this Agreement and that any such disclosure shall not breach any agreement with any third party. Nothing in this Agreement shall restrict the parties from publicly releasing their own Information, or otherwise providing their own Information to third parties. In addition, nothing in this Agreement is intended to grant any licenses or other rights under any patent, copyright, trademark or service marks of ORIGINATOR.

4. All documents or other media containing Information and all reproductions thereof (whether delivered to RECIPIENT by ORIGINATOR, reproduced by RECIPIENT or generated by RECIPIENT itself) shall at all times remain subject to the terms of this Agreement. In the event ORIGINATOR, at any time, requests the return of the Information, RECIPIENT will promptly deliver to ORIGINATOR the Information in RECIPIENT's possession or control, without retaining any copies thereof, and will continue to be bound by the terms of this Agreement.

5. All types of Information concerning the ORIGINATOR, its suppliers and its products or any other information obtained from sources other than the ORIGINATOR (e.g. complainant, regulatory bodies, other clients) is treated as confidential and is accessible to only RECIPIENT's authorized personnel. Similar terms of confidentiality apply on such information as well.

6. RECIPIENT admits for all purposes that any violation of this Agreement may constitute an irreparable injury to ORIGINATOR for which monetary damages provide an inadequate remedy, and agrees that, in addition to all other rights provided by law to which ORIGINATOR shall be entitled, ORIGINATOR may have the right to have an injunction or equivalent remedy issued against RECIPIENT to prevent RECIPIENT from violations or further violations of this Agreement.

7. This Agreement will be governed by and construed in accordance with the law of the land. In the event of a dispute over its interpretation or execution, the KSA court, shall have exclusive jurisdiction. This Agreement shall terminate five (5) years from the later of (a) completion or termination of the Investigation, or (b) for a RECIPIENT, return of all of ORIGINATOR's Information in such RECIPIENT's possession or control.

**22 REVISION SHEET:**

<b>Issue # &amp; Date</b>	<b>Rev. # &amp; Date</b>	<b>Revision Details</b>	<b>DCR No.</b>
01 (27/08/2020)	00 (27/08/2020)	Initial release.	NA
01 (09/09/2021)	01 (26/07/2021)	Just after annex 1 add annex 2 pertaining to the certification agreement for type 5 schemes which exist in SASO Certification Program (Type 5), page 10/11, annex 2. This will be under title of: "Annex 2: Certification agreement model (type 5)" 2.2 For page 26/31, Annex 1: Certification agreement model: Amend the annex title to become: "Annex 1: Certification agreement model (type 1a and 3)"	DCR-2021-003
02 (09/09/2021)	00 (09/09/2021)	1) In the header add "Issue #: XX (issue date)" instead of "Rev. #" 2) In the revision sheet change the first two columns "Rev. No." and "Rev. No." to become "Issue # & Date" and "Rev. # & Date" respectively. 3) In the footer of the 1st page add revision # 4) Add table of content.	DCR-2021-071
02 (09/09/2021)	01 (22/09/2021)	Update clause # 17, to be align with the updated "Complaint and appeal" procedure. Add the below section: "16.7 MOTABAQAH certification manager is the responsible for taking the final decision regarding the complains and the impartiality committee is the responsible for taking the final decision regarding the appeals. 16.8 For the appeal: 16.8.1 The appeal shall be made within one month after the original decision (or notification of complaint resolution) and shall be made in writing. This is for the protection of both the appellants and MOTABAQAH. 16.8.2 The appellant shall pay 1000 SAR for each appeal."	DCR-2021-079
02 (09/09/2021)	02 (11/01/2022)	In clause 1, adding abbreviation of: SASO, GSO, SFDA, BTMD and DGSM In Clause 2, this document is generic and applicable to all MOTABAQAH programs including (BTMD and DGSM Energy Efficiency schemes, SASO schemes, GSO schemes and SFDA Schemes) unless stipulated through other public MOTABAQAH documents. Note: For BTMD and DGSM energy efficiency schemes, the "Bahrain and Oman EE Label certification and registration" is applicable.	DCR-2022-003
02 (09/09/2021)	03 (09/07/2022)	In clause 3.1 add the of definition of type 1b In clause 3.4 add the MOTABAQAH service of batch (consignment) certification service In clause of 4.4.3 add the provision of pre-shipment inspection	DCR-2022-018
03 (28/08/2022)	00 (28/08/2022)	Changing the issue number to become 03 instead of 02 and the revision number to become 00 for all documents due to the new certification manager.	DCR-2022-021
03 (28/08/2022)	01 (20/03/2023)	Under (21.2 Appendix 2), add new appendix for the type 6 certification agreement.	DCR-2023-001
04 (14/01/2024)	00 (14/01/2024)	<ul style="list-style-type: none"> <li>➤ Changing the issue number to become 03 instead of 02 and the revision number to become 00 for all documents due to the new certification Director, quality director, senior certification quality manager and quality supervisor.</li> <li>➤ The title "certification manager replaced by "certification director" and the title "CEO" Replaced by "GM"</li> <li>➤ In clause 16 "ACCEPTANCE OF PRIOR CONFORMITY ASSESSMENT RESULTS" the following added :</li> </ul> <p>Sub clause 16.4 MOTABQAH do not rely on prior factory audit reports.</p>	DCR-2024-024
05 (01/11/2024)	00 (01/11/2024)	<ul style="list-style-type: none"> <li>➤ Change the issue No. to be 05 instead of 04 and revision No. to be 00 due to appointment of new GM, Certification Director and updated MOTABAQAH organization Chart.</li> </ul>	DCR-2024-56

