



LAO SYSTEMS CERTIFICATION UNIT
AGREEMENT WITH APPLICANTS/CLIENTS

Agreement for QMS CERTIFICATION

This agreement is made as on _____ between the Lao Systems Certification Unit (LSCU) of DOSM, having its office at _____ Lao PDR, hereinafter referred to as Certification Body (CB) and _____ having its principal office located at _____ hereinafter referred to as Client. This agreement covers all the sites covered in the client's scope of certification.

1. GENERAL

The LSCU, Certification Body (CB) is a part of Department of Standardization and Metrology, Ministry of Industry and Commerce, Government of Lap PDR. The CB is recognised as the body for the assessment and registration of clients seeking certification of their Quality Management Systems (QMS) as per International Standard ISO 9001:2015.

This agreement sets out the relationship between CB and the Client and the terms and conditions to be met by CB and the Client in the process of certification of the client's QMS for ISO 9001.

The Client applying for certification is expected to abide by the guidelines and procedures issued by CB from time to time.

Both CB and Client have agreed to abide by the letter & spirit and intent of this Agreement.

2. CONDITIONS TO BE MET BY CB:

Clients are certified against ISO 9001:2015 being used as certification criteria and other applicable documents.

CB will apply the criteria for certification consistently and will provide qualified personnel for audit and surveillance of Client's QMS at its sites of operation included in the scope of certification either by direct deployment of CB's own auditors or by auditors sub-contracted by CB.

A client applying for certification will undergo assessment by CB to enable CB's auditors to determine the effectiveness of the QMS implementation at client's premises and its conformity with the standard(s) against which certification is sought. Client shall allow CB auditors an access to all the areas of their sites within the scope of QMS including facilities, equipment, personnel, products, documents, records etc.

CB reserves the rights for its certification decision viz to grant/refuse, renew, restrict, suspend or restore following suspension or withdraw certification and expand or reduce scope of certification. In the event a certification is granted, a Certificate will be issued by CB to the Client for a defined period on condition that the Client:

- (a) complies with the terms of this Agreement



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- (b) demonstrates continuing conformity with the relevant standards and guidance
- (c) demonstrates continuing competence within the scope of its certification
- (d) gives such undertakings as CB may reasonably require
- (e) pays such fees as are due to CB

The scope of certification is set out in the certificate, which CB grants to each Client.

CB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the Client may maintain certified status. The frequency with which Client is subjected to surveillance will be determined by CB with reference to the scope and scale of the certified activities of the Client. CB reserves the right to carry out at short notice an additional or unscheduled surveillance or re-assessment at intervals other than those predetermined, as it may reasonably require. A full reassessment will however be undertaken by CB every three years.

If a Client fails to comply with the terms of this Agreement, or any undertakings given to CB or fails to comply with the conditions for the use of the Logo/Mark of CB, the CB may suspend/ reduce/ terminate/ withdraw the scope of certification/impose a re-assessment or other sanctions as appropriate. Upon suspension/withdrawal of certification, however determined, the client shall discontinue forthwith its use of any reference to certification. CB shall publish the information on suspension/withdrawal of certification on its website for public information.

Additionally, CB reserves the right to withdraw certification:

- (a) if a Client, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or
- (b) if a Client fails in any respects to comply with the law of the land, or
- (c) if a Client fails to comply with the specified certification procedure of CB.

CB fee/charges are reviewed by DOSM and are subject to alteration. In the event of revision of fee/charges, Client will be informed well in advance and shall be provided with fresh quotation for CB's estimated charges for the continuation of certification.

All information gained by CB and its auditors and staff in CB's directly dealing with Client, other than information already in the public domain, will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the Client. In case the CB is required by law or authorized by contractual arrangements (such as agreement with the accreditation body) to release confidential information, the client will be notified of the information provided as permitted by the law.



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Certified status of the client should not be regarded as in any way changing the contractual responsibilities between the Client and its customers. While certified status is an indication of the integrity and competence of the Client, it cannot be taken to constitute an undertaking by CB that the Client will maintain a particular level of performance.

3. CONDITIONS TO BE MET BY CLIENT

The Client shall offer CB and its representatives such reasonable access and co-operation as necessary to enable CB to monitor conformity with the relevant standard(s). The Client, when requested by CB, shall in addition to auditors and experts of CB, provide access to assessors and of accreditation body (AB) to witness the audit activities of the CB's auditors.

The Client shall:

- (a) at all times comply with these terms of this Agreement and with the relevant certification standards and guidance documents
- (b) only claim that it is certified in respect of those activities which are within the scope of certification included/attached to the certificate issued to it by CB from time to time
- (c) The Client shall only use the appropriate mark/logo or make reference to CB's certification in the manner prescribed by CB
- (d) The Client shall not use the CB logo or accreditation mark of AB on its laboratory test, calibration or inspection reports
- (e) pay to CB any outstanding fees prior to certification and pay promptly all fees due to CB, in accordance with the Fee Schedule agreed with CB
- (f) not use its certification in such a manner as to bring certification into disrepute, and take appropriate steps to correct any statement or expression, which CB considers to be misleading;
- (g) upon the suspension and withdrawal of certification, however determined, discontinue forthwith its use of any reference to certification, withdraw all advertising material which contains any reference thereto and return the certificate to CB
- (h) understand and comply that a certificate issued by CB in no way implies that any: product, service or process of the client is certified by CB.
- (i) ensure that certification shall not be used by itself or its clients for promotional or publicity purposes in any way that CB considers it to be misleading, and take such immediate steps as CB may require to correct any such misleading use.
- (j) The Client may use in its documents, brochures or advertising media, without variation, the phrase "A company certified as per ISO 9001:2015" for QMS



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(k) provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes from its customers. The client shall take appropriate action with respect of complaints and deficiencies found in products and services that affect compliance with the requirements of certification and document the actions taken.

(l) ensure that, where required to provide to third parties the copies of certification documents provided by CB to it, the certification documents are copied/provided to third parties in full and is not reproduced in parts.

(m) inform at the time of application and subsequently, whenever there are changes, in top management or product or processes within the scope of certification and any of the following changes at the client's organization such as

- a) Legal, commercial Organization status or ownership
- b) Organization or key management, for example key managerial staff
- c) Contact address and sites
- d) Scope of operations under the certified management system
- e) Major changes to management system or processes

(n) to allow access to observers from accreditation body or the trainee auditors, when requested by CB

(o) To allow access to accreditation body for independent validation visit, if required

(p) The Client shall inform CB of any changes which it is planning and which bear on the Client's conformity with this Agreement and the relevant standard(s) or otherwise affecting or potentially affecting, the client capability or scope of certification as soon as possible, or in any event, at least fourteen days prior to implementing any change.

(q) The Client will be given due notice of any proposed changes relating to this Agreement. The Client shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The Client shall notify CB regarding the completion of such changes within the time fixed for such adjustments.

(r) A Client wishing to relinquish its certification shall give written notice to CB of its intent, stating the arrangements made for settlement of CB fees, if any, and the return of the certificate.

Any notice or other communication given or sent by CB to a Client in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered post to the address of the Client last known to CB or on its email address registered with CB.



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4 APPEALS

Appeals will be considered only against a certification decision made by CB viz to grant, refuse, maintain, expand or reduce scope of certification, renew, restrict, suspend or restore following suspension or withdrawal of certification. Such a decision by CB shall stand pending hearing of appeal, if any.

Appeals in writing against a decision by CB will be processed within 90 days in accordance with the CB's Appeals Procedure. The Appeals procedure of CB is available on request.

5. COMPLAINTS

Any complaint against CB shall be addressed to the Head, LSCU, in writing.

Any complaints against audit team or CB's operations shall be made to the Quality Manager of LSCU, in writing.

Complaints in writing received by CB, will be processed in accordance with the CB's Compliant Procedure, available from CB on request.

6.ASSIGNMENT

Except as otherwise agreed by the parties in writing, certification shall not be assigned to any other entity by the client.

7.LIABILITY

The Certificate of Registration given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the CB and client. While the Certificate issued by CB will normally be a sound indicator of the competence of CB to provide quality products/services, it shall not be taken as a sort of guarantee accorded by the CB. The CB will not be liable for any deficiency in the product/service supplied by client.

8.INDEMNITY

The Client undertakes to indemnify CB against any losses suffered by or claims made against CB as a result of misuse by the Client of its certification status, licence or mark granted by CB as a result of any breach by the Client of the terms of this Agreement.

The CB undertakes to indemnify client against any losses suffered by or claims made against it, on part of CB (for example, alleged possible wrong certification), and will be decided through appeal process (Item 4 of this agreement).

9. CONDITIONS GOVERNING THE USE OF THE LOGO MARK FOR USE BY CLIENT



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The Client will comply with the guidelines issued by CB on Use of the Mark/Logo of CB and hereby.

10. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in Lao PDR and in conformity with Lao PDR Law and the construction and validity shall be governed by the Lao PDR Laws and is subject to the exclusive jurisdiction of the Vientiane Courts.

11. TERMINATION

These arrangements shall continue in force unless and until terminated:

- a) by either party upon 90 days written notice to the other;
- b) immediately by decision of the Director General, DOSM, in accordance with CB's procedures on suspension/withdrawal of certification

In the event of this agreement being terminated whether by notice, default or otherwise the Certificate issued pursuant hereto shall forthwith become invalid from the date of termination and Client shall immediately cease to use the same and return to CB all documentation and other matters issued pursuant thereto.

12. THE PARTIES TO THE AGREEMENT

For the Client

For LSCU, DOSM

Name:.....

Name:.....

Address:.....

Address:.....

.....

.....

Signed.....

Signed:

Position: Date:

Position:Date:

Name:

Name: