

CARE CERTIFICATION INTERNATIONAL (M) SDN BHD



Conditions of Contract

1. Introduction

This Agreement (which incorporates the Application for Registration) enables organizations whose management system complies with the requirements of the specific standards to be registered by CCI and to display the CCI registered symbol in accordance with our requirements on the use of symbol. CCI reserves the right to amend this Agreement from time to time provided CCI gives at least 60 days written notice of such amendment. 'CCI' means CCI staffs and agents in this Agreement.

2. The Five Stages of Registration

2.1 Enquiry

Following your enquiry, CCI will provide you with a written service agreement for CCI's services.

2.2 Application

Upon your written acceptance of the service agreement, CCI requires you to pay to CCI a non-returnable application fee specified in the service agreement to cover CCI's administration costs.

2.3 Initial Assessment

To enable CCI to establish confidence that your management system satisfies both the terms of this Agreement and the specified standard, we require you to :

- a) pay the full assessment fee specified in the service agreement
- b) enable CCI to have access to all records, documentation, work areas and personnel relevant to your organization
- c) at the time of the assessment demonstrate compliance with the specified standard to CCI's satisfaction
- d) nominate a management representative and advise CCI of this nomination.

If CCI is not satisfied that compliance can be adequately demonstrated during the initial assessment visit, it may be necessary to undertake an unlimited number of special visits before certification can be granted. Should that be the case, any special visits will be arranged in advance and charged as the CCI standard assessment day rate applicable at the time.

2.4 Certification

When you have satisfied CCI of your compliance, CCI shall provide consultation with you a written scope of registration describing the assessed activities and their locations.

As evidence of compliance you will receive a CCI signed certificate, and will be advised in writing of its terms of validity. This certificate may be supported by continuation appendices. CCI may at any time refuse to issue a certificate or revoke or suspend or terminate such certificate in circumstances where, in CCI's reasonable opinion, compliance with the specified standard or this Agreement (including, without limitation, the use of CCI Registered symbol) has not yet been met.

2.5 Ongoing and Re-assessments

It is a condition of this Agreement that you must advise CCI in writing, if at any time you do not comply with this Agreement or the specified standard.

During the certification cycle CCI shall make regular visits to ascertain the continuing effectiveness of your management system, and in certain circumstances including non-compliance with the specified standard, it may be necessary for CCI to make special visits. The duration and frequency of regular and special visits is not fixed but shall be at the reasonable discretion of CCI, and will be arranged in advance and charged at the CCI standard assessment day rate applicable at the time.

CCI will confirm the certification cycle relating to the registration. At the end of the certification cycle, CCI will undertake a re-assessment of your management system to assess suitability of your certification.

3. Publicity and Promotion

In order to maintain the integrity of CCI's service, you agree not to make any misleading statement concerning your application or registration to any third party or with your own advertising brochures (whether used for internal or external purpose) and will use your best endeavors to ensure that no-one connected with you gives any such misleading impression.

4. Confidentiality

CCI, its staff and agents shall keep confidential all information relating to your business and shall not disclose any such information to any third party, except that in the public domain or required by law or relevant accreditation bodies. CCI staff, agents and accreditation bodies have signed individual confidentiality undertakings and will only receive confidential information on a 'need to know' basis. For the avoidance of doubt any correspondence between CCI and you shall be strictly confidential and shall not be disclosed to any third party for any purpose whatsoever (unless otherwise agreed in writing or required by law).

5. Fees and Charges

CCI shall invoice you for fees according to the Fees and Schedule as stated in the Service Agreement.

You undertake to pay the fees invoiced payable at the times in the invoice. In the absence of any contrary written agreement all fees shall be payable within 30 days following the date of invoice.

Any request for change or cancellation of an assessment must be notified in writing to and received at least 30 days prior to the assessment date. If you fail to make such notification to CCI in time, 100% of the assessment fee will be invoiced to and payable by you in accordance with the payment provisions of this clause.

CCI will not consider any query you have with a CCI invoice unless you notify CCI on such query in writing using the contract details given on the invoice within 21 days of the date of such invoice. Any such query does not affect the 30-day invoice payment period stated above.

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12. Ownership of CCI Registration

The certificate and the right to use the CCI Registered Symbol shall remain the property of CCI and you agree not to assign, change, licence, transfer or otherwise deal with them in any way.

13. Termination

CCI reserves the right to terminate this Agreement immediately if you fail to comply with any of the terms herein or have acted in such a way as to bring your registration into disrepute and have failed to remedy such breach within 30 days of being given written notice by CCI.

CCI may also terminate this Agreement without cause by giving you 90 days notice in writing.

You may terminate this Agreement by giving CCI 90 days notice in writing.

Upon termination of this Agreement your registration will immediately cancel and you must remove all references to CCI registration and the CCI Registered Symbol and shall, if requested by CCI, confirm in writing to CCI that all such references have been removed.

Your signed original registration certificate and all copies must be returned to CCI within 30 days of the date of termination.

14. Force Majeure

CCI and you will be released from the obligations in this Agreement if any event beyond the control of both of us shall make performance of this Agreement impossible.

15. Safety

Prior to CCI visiting any of your sites you are responsible for providing to CCI relevant information (including but not limited to disclosing the need for specialist training) to demonstrate that you will ensure so far as is reasonably practicable CCI's health, safety and welfare at all times whilst CCI is at work on your site. You are responsible for ensuring that when CCI visits any of your sites, adequate information and instruction is given on the relevant hazards and risks to which CCI may be exposed and an appropriate level supervision and personal protective equipment is provided to CCI. CCI must be notified immediately of any accident or incident on any of your sites which poses a risk to CCI.

6. Limitation of Liability

Except for liability for death or personal injury directly resulting from CCI's acts or omission, CCI's liability in respect to any single event or series of events for breach of CCI's obligations in this Agreement shall be strictly limited to the amounts payable by you to CCI in the 12 months preceding the date of the event or events giving rise to the loss.

7. Complaint

If CCI receives complaints about your organization within the scope of your Registration, which prove on investigation to be well founded, CCI will :

- a) require remedial action within a specified time, or
 - b) withdraw or suspend Registration if the complaint is irredeemable or not remedied within the specified time.
- If you have cause to complain regarding the provision of CCI services, the complaint must be made to the Managing Director. CCI will investigate the complaint in a timely and responsible manner.

8. Assignment

CCI may subcontract the undertaking of assessment visits to CCI approved agents.

9. Witness Assessment by Accreditation Body's Assessor(s)

In the event of a witnessing audit by Accreditation Body on CCI auditors, the Accreditation Body reserves the right of presence in your company to facilitate its assessment on CCI auditor(s). If the CB's client refuses the AB witnessing, in order to avoid sanctions, the CB shall withdraw the existing accredited certificate.

10. Appeals

Where you are unable to resolve any dispute relating to your Registration by discussion with your designated Lead Auditor, you may appeal in writing to the Managing Director.

11. Law

This Agreement shall be governed by Malaysia law and the parties agree to submit to the non exclusive jurisdiction of the courts of Malaysia.

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Terms and Condition

1.0 GENERAL

1.1 These terms and conditions apply to the Certification of Management Systems by Care Certification International (M) Sdn. Bhd.

2.0 CONDITIONS TO BE MET BY CERTIFIED ORGANISATION

2.1 A certified organization shall:

- a. comply with the relevant provisions of the certification programme at all times.
- b. furnish to Care Certification International (M) Sdn. Bhd. all relevant information and documentation relating to the organization's management system.
keep a record of all complaints and corrective actions taken in accordance with the requirements of the management system standard. These records shall be made available to Care Certification International (M) Sdn. Bhd. upon request.
- c. Undertake to inform Care Certification International (M) Sdn. Bhd. in writing of any major changes to the certified management system **include for example, changes relating to legal, commercial, organizational status or ownership, organization and management, contact address and sites, scope of operations under the certified management system and major changes to the management system and processes.**
- d. the legal, commercial, organizational status or ownership,
claim that it is certified only in respect of activities for which it has been granted certification.
- e. use the certification only to indicate that its management system is in conformity with specified standard and not the product or service which it offers.
- f. not use its certification in such a manner as to bring Care Certification International (M) Sdn. Bhd. into disrepute and does not make any statement regarding its Certification which Care Certification International (M) Sdn. Bhd. may consider misleading or unauthorized.
- h. upon withdrawal from the Scheme, discontinue use of all advertising matter that contains any reference thereto and return the Certification to Care Certification International (M) Sdn. Bhd.
- i. use the CCI Registered Symbol in accordance with the conditions laid down in "USE OF CERTIFICATE".
- j. allow reasonable access to the representatives of Care Certification International (M) Sdn. Bhd. during normal working hours in order to undertake all duties related to assessment and surveillance.
- k. duly pay all agreed fees to cover documents review, compliance audit, continuous audits and reassessment audits.
- l. pay any additional costs incurred by Care Certification International (M) Sdn. Bhd. or its appointed representative in carrying out their duties.

3.0 CERTIFICATION SCHEME

3.1 Care Certification International (M) Sdn. Bhd. shall:

- a. issue the Certificate for a period of three years unless stated otherwise by Care Certification International (M) Sdn. Bhd.
 - b. give due notice of any intended changes relating to the regulations of the scheme and the organization shall be given reasonable time to carry out the necessary adjustments. **And this will be verified during the next audit e.g. surveillance or re-certification.**
 - c. ensure that information of a confidential nature, other than in the public domain, disclosed to Care Certification International (M) Sdn. Bhd. or her nominated representatives in the process of assessment and surveillance are not disclosed to any other party.
 - d. charge fees in accordance with approved schedule of fees to cover the cost of administering the Certification Scheme.
 - e. CCI shall inform the client on any requirements of Accreditation Body presence.
- 3.2 The Certificate may be withdrawn by Care Certification International (M) Sdn. Bhd. if certified organization has failed to meet these terms and conditions or other requirements of the Certification Scheme.

4.0 APPEAL

- 4.1 If the organization wishes to appeal against any decision of Care Certification International (M) Sdn. Bhd., it shall, within 14 days after having been officially informed of the decision by Care Certification International (M) Sdn. Bhd., give notice in writing to the Managing Director of its desire to appeal against the decision. The appeal will be considered by an appointed Appeals Committee and the decision of the Appeals Committee shall be final.

5.0 LIMITATION OF LIABILITY

- 5.1 Care Certification International (M) Sdn. Bhd. shall not be liable to the organization for any expense, loss or damages suffered by the organization and caused by the organization's participation in the Scheme or as a result of the assessment of the organization's management system by Care Certification International (M) Sdn. Bhd. or its representative. In the event that Care Certification International (M) Sdn. Bhd. is found liable to by the operation of law, the maximum amount of Care Certification International (M) Sdn. Bhd. liability shall be limited to 50% of the fees paid by the organization for the services provided.

6.0 INDEMNITY

- 6.1 The organization agrees and shall indemnify Care Certification International (M) Sdn. Bhd. against all losses and expenses on a full indemnity basis suffered by Care Certification International (M) Sdn. Bhd. including but not limited to all claims by any third party against Care Certification International (M) Sdn. Bhd. in connection with the award of certification and/or use of the Care Certification International (M) Sdn. Bhd.

APPENDIX

HOW TO DISPLAY THE CCI CERTIFICATION MARK & MEDICAL DEVICE AUTHORITY SYMBOL

1.0 INTRODUCTION

- 1.1 The certification logo enables organisations certified by CCI to show the market and the community they have obtained certification.
- 1.2 CCI has 2 different logos / marks which is CCI corporate logo and CCI certification logo. The certified clients are to use only the CCI certification logo for their promotional material and NOT the CCI corporate logo as this are mainly for CCI internal use.

2.0 CONDITION OF USE OF CCI CERTIFICATION MARK AND CCI GDPMD SYMBOL.

- 2.1 CCI bears a Medical Device Authority symbol; however only limited to a certification assessment body (CAB). Any person, group or entity using the symbol and name of the medical device authority shall obtain permission from the Chief Executive. Client is allowed only to impose the requirement of using CCI Certification Mark and CCI GDPMD symbol. The following requirements have to follow:

As a CCI certified organization, you may :

- Use the CCI certification mark & CCI GDPMD symbol on publicity material, stationery, quotations for works, reports, brochures, and any other items relevant to your organization.
- Display the CCI certification mark & CCI GDPMD symbol on internal walls and doors and on exhibition stands.
- Use the CCI certification mark & CCI GDPMD symbol embossed or stamped onto paper.
- Use the CCI certification mark & CCI GDPMD symbol on electronic media (e.g. the Internet).

As a CCI registered organization, you may not:

- Use CCI GDPMD symbol independently of the CCI Certification Mark.
- Use CCI certification mark & CCI GDPMD symbol on product certificates (e.g. certificates of analysis, conformity, calibration certificates or testing certificates).
- Use CCI certification mark & CCI GDPMD symbol on vehicles, flags or buildings.
- Display CCI certification mark & CCI GDPMD symbol in association with goods or services outside the scope of CCI's accreditation.
- Display the CCI certification mark & CCI GDPMD symbol on a product or in a way that may be interpreted as denoting product conformity (e.g. on the product packaging).

