



<b>Author/Owner:</b>	Business Manager	<b>Type:</b>	Information
<b>Approved by:</b>	CEO	<b>Revision:</b>	Aug 2024, Rev 5

## 1. Introduction

This agreement defines the terms and conditions relating to CICS Americas Inc. certification services. This Agreement may be revised, updated, and changed as per changes made to the related certification/accreditation standards, or other justified reasons. CICS Americas Inc. therefore reserves the right to amend this Agreement from time to time provided CICS Americas Inc. gives those clients potentially impacted by the changes, a period of at least 30 days to comment on or question the reasons for the change. In this agreement, CICS Americas Inc. means CICS Americas Inc. staff and agents.

## 2. Enquiry

Following your enquiry, you will be requested to supply us with appropriate information. From this information, you will be provided with a written quotation, specifying the duration and cost involved.

## 3. Initial Assessments

To enable us to establish confidence that your management system(s) meet the requirements of this agreement and the specified standard, we require you to:

- Allow us full access to all work areas, personnel, records, and documentation relevant to your application.
- Demonstrate compliance to the specified standard, to our satisfaction.
- Nominate a management representative and advise us of this nomination.

If we are not satisfied that compliance can be adequately demonstrated during the initial assessment, it may be necessary to undertake further special visits. Should this be the case, they will be arranged in advance, and a written quotation provided.

## 4. Certification

Following a satisfactory visit and submission of an adequate corrective action response (where necessary), an independent review of the initial assessment report will be conducted. If satisfactory, we shall then grant certification. As evidence of certification you will receive a signed certificate, valid for 1 or 3 years (or in line with the relevant scheme requirements), detailing the scope of assessed activities and location(s). Continuation appendices may support this.



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We may at any time refuse certification or revoke, suspend, or terminate certification where, in our reasonable opinion, compliance with the specified standard or this agreement has not been met.

## 5. Surveillance and Re-assessment

It is a condition of this agreement that you advise us in writing, if at any time, you no longer comply with this agreement or the specified management standard or make significant changes to your management system. You should advise your designated contact.

It is an additional requirement of ISO 17021 that you shall advise us in writing of any changes to:

- The legal, commercial, organisational status, or ownership.
- Organisational and management (key managerial, decision-making, or technical staff).
- Contact address and site/s.
- Scope of operations under the certified management system and
- Major changes to the management system processes.
- If you believe you are failing to comply with the appropriate scheme rules & regulations.
- If you become aware of any errors or inaccuracies in the data supplied to us.

We shall make regular visits to your premises, to ascertain the continuing effectiveness of your management system. The duration and frequency shall be at the reasonable discretion of CICS AMERICAS Inc.

Prior to the expiry of your certificate, we will undertake a re-assessment visit. This visit shall include a review of the previous visit reports, conducted within the certification cycle. In some cases, this may require a slightly extended visit; in order to assess fully suitability for renewal of your certificate.

Please also refer to specific Additional Scheme requirements where applicable.

## 6. Publicity and Promotion

To maintain the integrity of our service, you agree not to make any misleading statements concerning your application or certification to any third party and will use your best endeavours to ensure that no-one connected with you gives misleading information.

## 7. Confidentiality



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CICS AMERICAS Inc., its staff and agents shall keep confidential, all information relating to your business and shall not disclose that information to any third party.

CICS AMERICAS Inc.'s staff and agents have signed individual confidentiality undertakings and will only receive confidential information on a need-to-know basis. This confidentiality undertaking shall continue for a period of not less than 10 years after termination of this agreement.

All information provided in the Proposals and audit documents to clients is confidential and not for public release or access. This data will be utilized only by SQFI, ANAB, GFSI, COS, BSEE and other applicable entities to the improvement of CICS' performance and the improvement of the SQF program. If these entities require this information, the Site shall be informed and notified of the information provided unless it is prohibited by law.

Only with the Site's authorization can CICS release audit data to any entity other than SQFI, ANAB, GFSI, COS, BSEE and other applicable entities unless required by law.

You shall keep confidential all information relating to the commercial and intellectual property of CICS AMERICAS Inc. and shall not disclose this to any third party.

These restrictions shall not apply to any information in the public domain or which CICS AMERICAS Inc. is required by law or relevant accreditation bodies to disclose.

## 8. Fees and Charges

All fees and charges will be as per quotation. You shall undertake to pay the fees invoiced. In the absence of any contrary written agreement all fees shall be paid by the end of the first month, following the month of the invoice, or prior to certificate issue as appropriate.

Where a scheduled visit is booked in advance, any subsequent change or cancellation requested by you may be subject to a discretionary charge, up to the full cost of the visit.

We shall, wherever possible, conduct visits as part of a tour. The cost of travel and travel expenses shall be evenly allocated across all clients that make up the tour, based upon the respective duration of visits, where not included in the quotation.

## 9. Ownership of CICS AMERICAS Inc. certification

The certificate and the right to use our logo shall remain the property of CICS AMERICAS Inc. and you agree not to assign, charge, licence, transfer, or otherwise deal with it in any way. We have documented guidance on the use of our certification mark, and this is available on request.



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## 10. Assignment

We may assign this agreement to any company or corporate body in which we have an interest, own shares, or have an affiliation with. We may sub-contract the undertakings of assessment visits to our approved agents.

## 11. Force Majeure

CICS AMERICAS Inc. and you, will be released from the obligations of this agreement if any event beyond the control of both of us shall make performance of this agreement impossible.

## 12. Safety

You are responsible for ensuring that when we visit your site, we have adequate protective equipment for the working environment to be assessed. Where specialist training is required, this shall be disclosed to us at the outset. Please raise these issues with your designated contact in advance of a visit.

## 13. Limitation of Liability

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

## 14. Insurance

We reserve the right to require you to produce satisfactory evidence that you have in force satisfactory insurance coverage, for the purpose of meeting any third-party liability.

## 15. Complaints

If we receive a complaint about your organization, within the scope of your certification, which proves on investigation to be well founded; we will require immediate action within a specified time. Failure to take adequate action may lead to withdrawal or suspension of certification. A special visit may also be required to resolve the issue, which shall be charged to you at the standard day rate.



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If you have cause to complain about the provision of our service, the complaint should be made to The Woodlands, TX. Office for the attention of the CEO.

## 16. Appeals

Where you are unable to resolve, any dispute relating to your certification by discussion with your designated contact, you may appeal in writing. This appeal should initially be made to the relevant department manager.

A full description of the Complaints and Appeals process is available on request.

## 17. Law

Texas law shall govern this agreement and the parties agree to submit to the exclusive jurisdiction of the relevant courts of Texas.

## 18. Additional Scheme requirements for ISO 9001, ISO 14001, and ISO 45001

For Terms and Conditions referring to the above certifications, please refer to <http://www.lucideon.com/uploads/resources/pdfs/cicsconditionscertification.pdf>

## 19. Additional Scheme requirements for SQF Certifications

In addition to these, our Standard Terms and Conditions, there are specific terms and conditions that apply to the SQF Scheme, and these will be provided by us in writing as an addendum to your proposal.

## 20. Additional Scheme requirements for Integrated Certification

Where an integrated certificate is issued the specific additional scheme requirements of each scheme included in the integrated certification shall also apply.

## 21. Additional Scheme requirements for SEMS Certifications

In addition to these, our Standard Terms and Conditions, there are specific terms and conditions that apply to the SEMS Scheme, and these will be provided by us in writing as an addendum to your proposal.



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## 22. Termination

We reserve the right to terminate this Agreement without cause, by giving you 90 days' notice in writing. You may also terminate this agreement by giving us 90 days' notice in writing.

Upon termination, you must remove all references to CICS AMERICAS Inc. certification. Your signed certificate and all copies must be returned to us within 28 days of the date of termination.

Either party may terminate the Agreement without notice if the other party is unable to pay its debts, or becomes insolvent, or an order should be made, or a resolution passed for the liquidation, administration, winding-up, or dissolution of the other party.

*Any and all changes that may take place from this originally published version will be shown in blue text.*

*Note: Please refer to the link "Conditions of Contract Certification", which is shown at the bottom of each page of the website, for the most current version of these Conditions.*