

Code	MQS-CA
Revision	01
Issue	2
Date	14/11/2023



Ref: MQS-CA

This mutual agreement has been signed between:

Muscat Quality Services SPC, with its address at **Al-Amerat, Muscat, Building No. 1-19 office flat No. 12**, hereinafter referred to as “MQS SPC”, and **Applicant**, hereinafter referred to as “Applicant”.

MQS SPC and the applicant together are hereinafter referred to as “both parties”.

The purpose of this agreement is to define the terms of the Alliance. Thereby it is agreed as follows:

1. Scope of Certification

This agreement covers the following scope and certification activities:

- **Cosmetics and Personal Care**

The applicant 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.

This agreement legally enforced and shall take into account the responsibilities of the MQS SPC and applicant.

2. Responsibilities and obligations

2.1. Responsibilities of the applicant

The applicant accepts and undertakes to:

- 2.1.1. Provide all documents and records which are required during certification activities including any changes communicated by MQS SPC during and after certification process.
- 2.1.2. Provide information about the certified products manufactured and supplied by the applicant, complying with the requirements related to the certification process adopted by MQS SPC including the specified schemes and standards.
- 2.1.3. That the products for which the certificate is granted will be produced to the same specifications as the sample that MQS SPC found by review to be in compliance with the standards. The applicant shall immediately inform MQS SPC of any changes to the certified product.

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2.1.4. Not to use its product certification in such a manner as to bring MQS SPC into disrepute and does not make any statement regarding its product certification which MQS SPC may consider misleading or unauthorized. Additionally, if the certification suspended, withdrawn, or terminated, the applicant discontinues the use of certification mark or any reference thereto on all his advertising materials, and takes action as required by MQS SPC.

- If the applicant provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.
- In making reference to its product certification in communication media such as documents, brochures or advertising, client complies with the requirements of MQS SPC or as specified by the certification scheme.

2.1.5. Comply with any requirements that may be prescribed in the certification scheme that relate to the use of marks of conformity, and on information related to the product. Furthermore, the applicant cannot make claims regarding certification which is not consistent with the scope of certification.

2.1.6. Bear responsibility to all complaints raised, and bear all costs resulting of this. The applicant has to keep record of all complaints made known relating to the compliance with certification requirements and to make these records available to MQS SPC when requested with the appropriate action taken to handle such complaints.

2.1.7. Inform MQS SPC without delay, of changes that may affect its ability to conform with the certification requirements.

2.1.8. Accept to provide without delay, additional samples whenever requested by MQS SPC, which are not previously mentioned in case of need. (This includes either additional units from same selected sample or new samples identified by MQS SPC for more verification.

2.1.9. If any modification (reduction, addition or alternation) in scope of certification, happens due to the decision of MQS SPC due to changes affecting certification done by applicant, the applicant always commits to use the last updated and approved scope of certification in all its related activities. The applicant agrees to make needed amendments in all official announcements and advertising materials used by him to match the latest scope of certification.

2.1.10. Not to copy the granted product certificate in a way that would hinder its legibility. Not to tamper the original copies or photocopies of the product certificate.

2.1.11. Not to translate the certificate reports to other languages without prior review and consent from MQS SPC.

2.2. Responsibilities of MQS SPC

MQS SPC is responsible for:

2.2.1. Completing the various steps of the certification activities, including assessments, issuance of certificates, and re certification.

2.2.2. Storing all information and documents according to confidentiality and security rules.

2.2.3. Informing the applicant on the specified information belonging to applicant which are displayed for sharing with public in any possible means by MQS SPC (for example: website, email info share, etc.). That information are as follows:

- Applicant details: (name, address)
- Country
- Scope of certification
- Type of certification (process/ products)
- Certificate of conformity and its No.
- Certificate issuance date
- COC expiry date
- Products listing
- Status of certification (valid, suspended, withdrawn)

3. Fees

The applicant shall pay to the certification body fees as defined in the current schedule produced by the certification body. In the case where the certification program includes an annual fee, the applicant agrees to pay the fee on or before the due date in order to extend the certification an additional year.

4. Validity of agreement

This agreement is effective upon signature of both parties. The agreement is valid until the expiry of the certificate of conformity issued by MQS SPC.

5. Limitation of liability and indemnity of MQS SPC

- 5.1.** MQS SPC takes all necessary measures to pay all required qualification for the performance of the services and accepts the responsibility in case of proven gross negligence.
- 5.2.** Nothing in the general conditions shall exclude or limit the liability of MQS SPC to the applicant for death, personal injury, for fraud or any other matter resulting from negligence.
- 5.3.** Total liability to the applicant in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an amount equal to the fees paid to MQS SPC under this agreement, the commitment to this liability responsibility is valid for one year after the date, on which MQS SPC completes performing the service.
- 5.4.** No liabilities due on MQS SPC towards the applicant:
 - (a) For any loss, damage or expense arising from (I) a failure by applicant to comply with any of its obligations herein, (II) any actions taken or not taken on the basis of the reports; and (III) any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading or false information provided to MQS SPC;
 - (b) 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

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- incurred in relation to making product recall, cost or expenses incurred in mitigating loss or damage arising from the claims of any third party, that may be suffered by the applicant; and
- (c) Any indirect or consequential loss or damage of any kind (whether or not falling within the types of loss or damage identified in (b) above).

6. Confidentiality (Non-Disclosure)

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering this agreement. MQS SPC will not give any information and documents related with the Applicant to third persons, except for legal necessities by force of law, without getting permission from the Applicant.

7. Notices

Any amendment, notes or additions to this agreement shall result in a revised version of the agreement which shall be signed by both parties.

Should any provision of this agreement be or become invalid, the validity of the other provisions shall not thereby be affected.

8. Governance

This agreement shall be governed and construed in accordance with applicable law in Sultanate of Oman.

9. Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of MQS SPC. By signing this agreement, the applicant acknowledges, recognizes, and accepts the procedures of handling complaints and appeals as per the system of MQS SPC.

10. Changes and modifications done by the applicant affecting certification

In the case changes affecting certification occur from the applicant side, the applicant is obliged to immediately inform MQS SPC on any of the below mentioned changes:

- a. any intended modification in the product, its design, its packaging materials, the manufacturing process or the quality management system;
- b. change or modification in key personnel appointment or position, such change will affect the product intended for certification due to the interference of those personnel in production or manufacturing of the products.
- c. any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), modification of production process,

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changes of manufacturing site, changes in the label (content, color or packaging materials) and any other changes that are considered to affect certification.

In all way, it is advisable for the applicant to inform MQS SPC for any changes to identify whether they affect certification.

11. Complaints handling by the applicant

The applicant shall keep records and upon request report to MQS SPC about any complaints regarding those aspects of the products covered by the certificate. The applicant shall take appropriate actions on these complaints and any deficiencies found in products or services that affect compliance with the requirements for certification.

In addition, if any complaint received by the applicant, the applicant or any interested party where it is necessary to visit the premises of the applicant, then the applicant shall make all necessary arrangement and demonstrate the actions taken on such complaints.

12. Publicity

The applicant has the right to publish that it has a certificate for the product to which the certificate applies.

13. Suspension/ withdrawal / cancellation of certificate

MQS SPC can revoke the certificate in case the applicant fails to comply with this agreement, its terms and conditions. MQS SPC can notify the applicant that it is withdrawing/ cancelling or suspending the certificate at any time after its issue.

14. Subcontracting

The applicant agrees to permit elements of the certification / Evaluation process to be performed by a subcontractor authorized by MQS SPC.

15. Expiration period for pending applications

By signing this document, the applicant agrees that; applications for certification that are pending for more than **180** calendar days from the date it was received (due to identified deficiencies in the application package), will be closed and terminated. If the applicant desires to continue the certification process after the application has been closed, it agrees to submit a new application package with fees applicable to a new application.

Furthermore, a specific period of time is allowed for taking actions on non-conformance of first certification, or recertification as following:

60 days for corrective actions in certification assessment

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60 days for corrective actions for recertification assessment.

60 days for suspension of certificate, (with one final extension to 30 days if applicant provides convincing justification for extension), Total of **90** Days period for recertification corrective actions provision by applicant.

16. Control the use of certification Mark:

By signing this agreement, the applicant acknowledges, recognizes and accepts terms and conditions for the use of “mark of conformity” including specifications, types of breach/ misuse of certification, disciplinary actions & liabilities, and the procedure of control of the use of certificate and mark of conformity available on the Website/Publicly available information of MQS SPC.

This agreement is executed by:

Date:	
MQS SPC	Applicant
Name: Signature:	Name: Signature:

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