



Certification No.	Mark No.

AGREEMENT TO OBTAIN & MAINTAIN THE “ASC” PRODUCT CERTIFICATION MARK (ASC-PCA(General))

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1. Details of the Parties involved

This Agreement is made and entered between AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD (ASC), a private legal entity and separate juristic person, situated in _____

Herein represented by

Mr _____ (Print full
Names and Surname)

In his duly authorized designation as the Director of
AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD
(hereinafter 'ASC')

AND

CLIENT _____

(The organization seeking certification should insert here the full Name, Company Registration Number and Physical Address of the Organization)

Trading Name if different from the Registered Name

If the organization is a multi-site, list all the other sites to be covered under this contract



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Herein represented by

(Print Full Names and Surname of duly Authorized Person on behalf of Client)

(Designation of duly Authorized Person) (**Hereinafter
“the Client”**)

2. Definitions

The following definitions should be read in conjunction with the definitions contained in the SANS 17065: 2012, SANS 17000: 2005 and the SANS 17067: 2014 standards.

a. ASC Mark:

A Third – Party Certification Mark which provides assurance that the product conforms to the requirements of the applicable standards, technical regulations and conditions as defined in ASC –PCA (Specific).

b. ASC – PCA (Specific):

A document that entails specific terms and conditions related to a specific product, of which client must adhere to in order to obtain and maintain the ASC Mark.

c. Client:

A legal entity as according to the South African legislation or as applicable to the specific country legislation, applying for product certification in terms hereof.

d. Certification:

An attestation by ASC, by the issue of a certificate to use the ASC Mark based on a decision following assessment that compliance to the relevant Certification Scheme requirements has been demonstrated by the client.

e. Evaluation:

A systematic examination, as arranged between the Parties, to determine the client's compliance with the ASC Mark scheme requirements.

f. Evaluator:



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A competent person (s) appointed by ASC to perform product certification evaluations at the client's premises.

g. Mark Scheme:

The ASC product certification scheme, to which this Agreement refers.

h. Product Specification:

A set of specified conformance requirements applicable to the product being certified or already certified.

i. Schedule of Product Certification:

A document which contains the details of the certified product(s) such as the type, model identification and brand name / trade name.

j. Technical Regulation:

A document that contains product characteristics or their related processes and production methods, including applicable administrative requirements, with which compliance is compulsory.

3. Incorporation of Terms

The parties hereby confirm and agree to abide by any relevant statutory requirements and regulations by regulatory bodies, product certification requirements, procedures, specified standards and accreditation bodies during the term of this Agreement.

For clearance of doubt, relevant regulatory provisions shall prevail and supersede any specified standard if there are issues arising out of the provisions of this agreement which lead to any cause of action.

4. Scope of the Agreement

This agreement applies to the ASC Product Certification Scheme herein known as the ASC Mark Scheme. This document provides details of the general conditions the client is required to adhere to for the use of the ASC Mark on specific products that the client manufactures. The details of the specifications that these manufactured products must comply with; are specified in the ASC-PCA (Specific).

The certification scheme which is provided by ASC is Type 5 as detailed in the ASC-PCA (Specific).

The product certification scheme processes of ASC is established following the guidelines of ISO/IEC 17067 standard which provides different types of schemes with different set of requirements.



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5. Commencement and Period of Agreement

This Agreement shall commence on the effective date and shall be valid according to the validity period of the Product Certificate unless terminated in accordance with the termination conditions stipulated in ASC-PCA (General)

The Certification scheme which is provided by ASC is detailed in the specific requirements of the product being certified. The product certification scheme processes of ASC are established following the guidelines of ISO/IEC 17067 standard which provides different types of schemes with different set of requirements.

6. The Product Certificate

6.1 Granting of Certificate

Upon a full factory/site evaluation with a satisfactory compliance to the requirements of the standard(s) and all conditions as outlined in ASC's certification requirements, a product certificate will be granted to the qualifying client.

6.2 Validity Period of Certificate

The product certificate will have a validity period of three years, in this period the client shall continually comply with the requirements of the standard and ASC's certification requirements.

6.3 Maintenance of Certificate

As part of continual maintenance of the product certificate, ASC will conduct at least two evaluations per year; part of the evaluation process will include random sampling of product(s) covered by the product certificate, the sampled products will be sent to an accredited test laboratory identified by ASC for testing.

6.3.1 Quality Management System

The ASC Certification Scheme requires the Client to operate a Quality Management System, to ensure continuous control of the product characteristics and to ensure compliance with the product Technical Documentation. To ensure an effective Quality Management System, the system should include the following requirements:

6.3.1.1 Control of Documents and Records:

A procedure shall be documented for the control of all documents and records related to the Mark bearing product.

6.3.1.2 Personnel performing quality functions:

The Management Representative (MR) shall be a competent person, or the MR shall nominate a competent person or persons, capable of carrying out the prescribed tests and inspections to the satisfaction of ASC.

6.3.1.3 Production:

The client shall plan and carry out production under controlled conditions. Controlled conditions shall include, as applicable:



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- i. The availability of information that describes the characteristics of the product.
- ii. The availability of work instructions, as necessary.
- iii. A production flow diagram or equivalent, acceptable to ASC that indicates all the control and test points at each stage of production.
- iv. The use of suitable equipment to ensure product consistency to the standard.
- v. The availability and use of monitoring and measuring devices.
- vi. The factory shall at all times be maintained in a tidy and hygienic condition in conformity with the requirements of the ASC product certification agreements (General & Specific).
- vii. The client shall demonstrate by regular sampling and testing of products being manufactured and offered for sale that the products have consistently met the requirements of the relevant product standard, technical regulations and ASC's product certification requirements.
- viii. The client shall be able to demonstrate that the requirements of the relevant product standard and technical regulations have been assessed and that there is a clear policy relating to any changes to the product should the standard or technical regulations be changed.

6.3.1.4 Customer complaints:

Records of customer complaints and corrective actions shall be maintained and be available for evaluation by the ASC evaluator.

6.3.1.5 Purchasing and Control of Incoming Material:

The client shall ensure that all product or components purchased, conforms to specified purchase requirements. Where components, used in the manufacture of a certified product, are required to meet Regulated requirements as according to the applicable Technical Regulations, then there shall be purchasing control of those components.

6.3.1.6 Handling, storage, packaging, preservation, and delivery:

Storage and holding areas (or both) shall be clearly provided for conforming and non-conforming material at all stages of production. All certified products shall be handled, packaged and delivered in such a manner that they are fit to be delivered to the Market.

6.3.1.7 Test equipment and accuracy of measurement: Test and measuring equipment relevant to a certified product shall be:

- i. Calibrated or verified at specified intervals, or prior to use, against measurement standards traceable to National Standards;
- ii. Where no standard exists, the basis used for calibration shall be recorded; iii. Identified to enable the calibration status to be determined; iv. Adjusted or re-adjusted as necessary;
- v. Safeguarded from adjustments that would invalidate the measurement results of the required accuracy, commensurate to the product standard.

6.3.1.8 Non-conforming product:

- i. The client shall establish a procedure for the control of nonconforming product and for corrective/preventative action directly related to the Mark product to ensure that any such product is identified and controlled to prevent its unintended use or delivery.



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- ii. Where evaluations or testing indicate that the quality system or products do not comply with the relevant requirements of the ASC Mark, the client shall be required to institute appropriate corrective action.

6.3.2 Product Sampling and Testing:

Product sampling and testing shall be done as stated in the ASC-PCA (Specific)

ASC reserves the right to purchase the client's certified product from the Market and conduct testing to ensure consistent compliance to specified requirements; should a failure occur, the client will be held responsible for the purchase cost and testing cost thereof.

6.3.3 Technical Documentation

The following documentation shall be available at the client's premises for inspection by ASC evaluators. All required copies to be supplied to ASC, shall be kept under configuration control, by ASC offices.

As applicable, the Technical Documentation may include but not limited to the following:

- a) A general description of the Product such as model number, type description etc. The product user manual may satisfy this requirement.
- b) A general assembly drawing and/or photographs and/or a block diagram to demonstrate conceptual design, manufacturing drawings and schemes of components, sub-assemblies, etc. The drawings should relate to a particular type, model number and year of manufacture. Circuit diagrams may also be required for electrical/electronic equipment.
- c) A list of the standards applied to any subcomponent where that subcomponent may have a significant impact on the performance of the final product.
- d) Results and/or test reports compiled by the manufacturer, ASC or any other person the Client considers to be competent.
- e) Master samples may be retained by ASC; these shall be securely stored and shall be identified with the Client's name, date sample taken and relevant specification number.
- f) Any other requirements as specified in the ASC-PCA (Specific)

6.3.4. The "ASC" Product Certification Mark



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6.3.4.1 Mark Compliance Requirements

6.3.4.1.1 Ownership of the Mark:

Ownership of the Mark and all tradeMark rights in the Mark remain an ASC property. The Mark shall only be applied to a Product that complies with the ASC Product Certification Mark Requirements. The Mark shall be applied as specified in this agreement, the ASC-PCA (Specific) and the Schedule of product certification. The Mark may be applied only to those models and brands that are specifically listed in the Schedule of product certification as mentioned in the ASC-PCA (Specific).

Except as provided herein, any other use of the ASC Mark or the ASC name, on the product is expressly prohibited. Annexure A specifies how the ASC Mark may be applied on the products listed in the schedule of product certification.

The Marking shall be cleared with ASC prior to production and ASC will supply written approval of the Marking, which will be kept by the client or manufacturer. Any application of the Mark to products not listed in schedule of product certification without prior communication and approval is unlawful. The ASC certificate holder shall establish a process that is acceptable to ASC so as to positively differentiate the certified products from other products that are not certified or bearing the ASC Mark.

6.3.4.1.2 Advertising:

ASC shall allow the Client use the ASC name and ASC Mark in advertising and promotional material for the Product, contingent upon the Client obtaining the prior, express, written approval of ASC.

6.3.4.1.3 The following requirements shall be met by ASC certified clients:

6.3.4.1.3.1 Any size enlargements or reductions of the Mark, shall retain the same proportions

6.3.4.1.3.2 The ASC Approved Mark shall not be larger or more prominent than any other Mark on the certified client’s documentation.

6.3.4.1.3.3 The colour of the Mark on certified product(s) shall be in accordance with ASC’s product certification requirements.

6.3.4.1.3.4 When used on paper the ASC approved Mark shall be in black.

6.3.4.1.3.5 All documents that make reference to the ASC approved Mark, shall clearly identify products referred to in the document, which do not fall within the scope of certification



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6.3.4.1.3.6 The ASC approved Mark shall only be applied to products(s) manufactured on the Premises and falling within the scope of certification as stated in the “Schedule of Certification”. The Marking of all products shall only be done on the relevant premises and any Marking of product(s) at any premises other than the premises stated in Schedule of Certification, shall not be accepted unless agreed to and verified by ASC.

6.3.4.1.3.7 The ASC approved Mark shall not be used in such a way to imply that ASC accepts responsibility for the quality of the product(s). On suspension or termination of certification all reference to ASC and the use of the ASC approved Mark shall, without delay, be stopped on all product(s) and documentation.

6.3.4.1.3.8 ASC will take appropriate actions to deal with the incorrect reference to ASC, or misleading use of the product certificate, Marks or any other mechanism for indicating a product is certified by ASC, found in documentation or other publicity.

These actions may include:

- Request for corrective actions
- Withdrawal of certificates or reports issued by the client
- Publication of transgression
- Suspension of certification
- Withdrawal of certification status, and if necessary • Legal action

6.3.4.1.3.9 ASC reserves the right to publish or make publicly known the status of the client’s product certificates. This extends to the status of active, suspended, expired and cancelled certificates and does not extend to the reasons of the certificates’ status thereof. Public access to certificate information includes ASC website with the details of the client e.g. Client name, client certificate number and status of the certificate taking into consideration the POPIA Act.

6.3.5. Access to Production Facility, Documentation and Personnel

The client shall provide, or cause its suppliers to provide, in a timely manner, access to facilities, documents, records, information and personnel as required by ASC, its agents, subcontractors, consultants and employees, to perform their services. The client shall adopt all necessary measures to ensure safety and security of working conditions on site during performance of the services and inform ASC of all health and safety rules and regulations and any other reasonable security requirements that apply at any of the relevant premises.

The client shall:

6.3.5.1 Allow (after prior notification) access to representatives of ASC’s Accreditation Body (SANAS) for the purpose of witnessing ASC evaluators for accreditation requirements;

6.3.5.2 Provide ASC, either directly or through its suppliers and subcontractors, in a timely manner, such information as ASC may require for the proper performance of the services and ensure that such information is accurate in all material respects;

6.3.5.3 Where necessary, obtain and maintain all necessary product certificate and consents and comply with all relevant legislation in relation to the services and the use of the Client’s equipment and facilities;



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6.3.5.4 Ensure that all documents, information and material made available by the Client to ASC under the Agreement do not and will not infringe, or constitute an infringement or misappropriation of, any patent, copyright, tradeMark, trade secret, product certificate or other intellectual property rights or proprietary rights of any third party, and;

6.3.5.5 Take all necessary steps to eliminate or remedy any obstructions to or interruptions in the performance of the Services.

6.4 Changes affecting the Certificate

ASC reserves the right to apply any amendments, modifications or revisions to its product certificate requirements. ASC will give reasonable notice to the Client to allow for the necessary changes needed and to align their certification processes and documentation.

6.4.1 Standards and Technical Regulations:

Should a standard / a technical regulation be amended or a new one be introduced, the client shall be given a period of 12 months, from publication of the standard / technical regulation; within which to comply with the new or amended requirements.

6.4.2 Production:

The client shall carry out production under controlled conditions and in compliance with ASC's certification requirements. Should a change occur in the production process of the certified product, the client shall notify ASC about this change, within fourteen (14) calendar days from the date of the change; in order to allow ASC to make the necessary changes needed and to align their certification processes and documentation.

6.4.3 Production Facility:

Prior notification shall be given to ASC for any change in the Client's premises such as production methods, resources and location. ASC will in this case review all the certification requirements and where necessary conduct site evaluations to confirm continuity of compliance to the requirements of the standard and those covered in ASC's certification requirements.

6.4.4 New Product Types:

For any new product developed and intended to be covered in the scope of the Product Certificate, ASC should be notified and upon review against standard, technical regulations and certification requirements a permission may be granted to cover the product under the scope of certification. Any change to the design, material, production process or construction of product covered in the scope of the product certificate, should be Authorized by ASC prior to use.

6.4.5 Suspensions:

A suspension of the Product certificate may be necessary under the following conditions:



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6.4.5.1 Products Covered by Technical Regulations:

Where ASC certified products are found to be non-compliant with the applicable technical regulations and a regulatory non-compliant directive is issued, ASC shall immediately suspend the product certificate. ASC product certificate shall remain suspended up until a regulatory accepted corrective plan and withdrawal of a non-compliance directive is issued by the regulator.

6.4.5.2 Products not covered by Technical Regulations:

Where ASC certified products are sampled, tested and found to fail the test, further samples may be taken for testing at the client's expense. If failures re-occur and the client cannot submit an acceptable corrective action plan to the satisfaction of ASC, product certificate will be suspended.

6.4.5.3 Quality Management System Failure:

Where major non-conformances of the QMS are found or there is a breakdown in the QMS system that the Client fails to rectify, the certificate for the product may be suspended.

6.4.5.4 Voluntary Suspension:

In cases where the Client requests a suspension, the client shall state reasons for this request in writing for ASC's consideration and approval.

6.4.5.5 Notification of Suspension:

The client shall at all times be given formal notification by ASC of the suspension of the certificate(s).

6.4.5.6 Validity Period of Suspension:

The suspension of the product certificate shall not exceed a period of 6 months. If the suspension is not lifted within the prescribed period the certificate shall be cancelled.

6.4.5.7 Using the "ASC" Mark during Suspension:

During the suspension period the client shall not have products bearing the ASC Mark and also not promote it in a form of promotions and/or advertising.

6.4.5.8 Lifting of the Suspension: ASC may re-instate the product certificate with consideration of the following:

- Non-conformances of product are addressed and corrected.
- Non-conformances on the QMS system are addressed and corrected.
- A review in a form of Evaluations is conducted to satisfy the requirements of the standards, technical regulations and product certificate requirements.

6.4.5.9 Other reasons for Suspension:

The client shall adhere to all the requirements of the product certification fees, failure to do so may result in the suspension of the certificate.

6.4.6 Other changes affecting certification:

Any change to the product brand name that may affect identification on Marking information shall be communicated to ASC within 30 calendar days from date of the change.

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Any change in ownership and company details shall be communicated to ASC within 30 calendar days from the date of the change.

7. Termination of the Agreement 7.1 The Agreement may be terminated as follows:

7.1.1 By the Client:

The Client may terminate this Agreement by giving six (6) months' notice in writing to "ASC".

7.1.2 By ASC:

ASC may terminate the Agreement if:

- a) The Client fails to comply with the Product Certification Requirements, Specified Standards and Procedures, Relevant Technical Regulatory Requirements, other terms and conditions of this Agreement and failure to make payment of the Certification fees within the stipulated time;
- b) The Client misuses the Certification Mark after suspension and warning letter has been issued by ASC;
- c) ASC has the evidence that the Client has infringed and breached ASC's Intellectual Property Rights;
- d) In ASC's opinion that its interest or rights under this Agreement is in jeopardy or for any reason whatsoever;
- e) The Client ceases to produce the Certified Product(s);
- f) The Client makes any arrangements with its creditors or enters into liquidation, whether compulsory or voluntary (but not liquidation for the purpose of reconstruction or amalgamation), or has a Receiver of its business appointed or is convicted of an offence tending to discredit the Client's reputation and good faith as a trader;
- g) The Client fails to inform ASC of any change of name, location of facilities or any significant changes to the organization within reasonable time; and
- h) The Client refuses to allow ASC to carry out their post product certification evaluation within three (3) months from the expiry date of the certificate.

7.2 ASC shall give a minimum of one (1) month written notice to the Client prior to the termination of this Agreement.

7.3 For a certificate that has been terminated by ASC, the Client may appeal to ASC and the appeal procedure shall be given to the Client upon request.

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7.4 Termination of this Agreement by whatever means shall not affect any liability of the parties existing as at the date of such termination and shall not relieve the Client of its obligation to indemnify ASC hereunder.

8. Appeals

Should the Client wish to appeal against or dispute any decision of ASC, it should do so in accordance with the ASC appeals procedure, available upon request.

Should a complaint arise about ASC, such complaint shall in the first instance be made to the local ASC office. If the Client does not wish to complain directly to the local ASC office, the complaint shall be sent in writing to the contact e-mail address on the ASC website.

The requirements as stated on the ASC processes, policies and procedures are to be adhered to. Access to these requirements is available upon request.

9. Undertaking

We hereby undertake not to make any unauthorised use of the words “ASC,” the ASC Mark or the ASC name or anything similar thereto (together with the “ASC Mark”).

We hereby undertake and agree as follows:

9.1 We shall not advertise, label and/or sell any products bearing the ASC Mark, other than those for which we have ASC product certification(s);

9.2 We shall never make any use of the ASC Mark without your prior written authorisation;

9.3 We hereby agree that for any unauthorised use by us of your Mark and in order for you to quantify your damages or, in lieu of damages, to determine a reasonable royalty, we agree to be liable for the payment of the respective annual ASC product certification fee, multiplied by factor x, multiplied by the duration of the abuse, and shall do so within 7 (seven) calendar days of notification from you. We acknowledge that this, coupled with your abovementioned notification, shall qualify as a liquid document, ascertaining our indebtedness to you.

9.4 We hereby indemnify and hold you harmless against any loss or damages (including any consequential loss) incurred by you or any claims occasioned as a direct or indirect result of any of our unauthorised use of the ASC Mark;

9.5 We shall immediately inform in writing all outlets to which we have supplied services and commodities unlawfully bearing the ASC Mark, that the said ASC Mark was applied to such commodities without authorisation. We agree to provide you with copies of all such notices;

9.6 We shall immediately recall all of our products/advertising material/labels bearing any of the unauthorized ASC Mark from the Market place.

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10. Contact Details

10.1 Notices, correspondence, other documents or communications of whatever nature in relation to this Memorandum shall be made by the Parties to the following addresses:

10.2 AFRICA STANDARDS & CERTIFICATIONS (PTY) LTD (ASC):

Physical address: _____

Telephone: _____

Contact person: _____

Email: _____

10.3 _____: [Company Name of Client]

Physical address: _____

Telephone: _____

Contact Person: _____

Email: _____

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ANNEXURE A

(USAGE OF THE ASC MARK)



The Client shall use the ASC Mark in accordance with section 6.3.4 of this agreement and in accordance with the following:

1. The ASC Mark shall not be applied on:
 - a) A product's packaging,
 - b) The client's company material or resources
 - c) Or any other surfaces or commodities the client owns.
2. The ASC Mark shall be applied on the certified product such that there is no ambiguity as to what exactly has been certified.
3. The ASC Mark shall be clearly visible when applied on the certified product.