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| **AGREEMENT FOR THE CERTIFICATION OF MANAGING SYSTEM** | | | | |
| **No. BH/C.4616….2023….** | | | | |
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| **1. PARTIES TO THE CONCLUDED AGREEMENT** | | | | |
| 1.1 | Organization - the entity ordering the service (according to the entity's registration) | | | |
| Organization name: | |  | | |
| Organization address: | |  | | |
| Person authorized to represent: | |  | | |
| Client's tax residence: | |  | | |
| NIP (tax identification number): | |  | | |
| Correspondence address:  (if different from the one indicated above) | |  | | |
| E-mail address for correspondence: | |  | | |
| hereinafter referred to as the Client and | | | | |
| 1.2 | Certification body - service provider (according to the body's registration) | | | |
| Name of the certification body: | | **Łukasiewicz Research Network -**  **Automotive Industry Institute** | | |
| Certification body address: | | 55 Jagiellonska St., 03-301 Warsaw | | |
| Person authorized to represent: | | Director – Ph.D. Eng. Witold Luty | | |
| KRS No .: | | 0000851766 | | |
| Correspondence address:  (if different from the one indicated above) | | - | | |
| hereinafter referred to as the certification body or body or Łukasiewicz-PIMOT. | | | | |
| **2. SUBJECT OF THE CONTRACT** | | | | |
| 2.1 | Name of the service provided: | **Management system certification** | | |
| 2.2 | Criteria document: | ISO 9001:2015 | | |
| The parties agreed on the detailed certification parameters as follows: | | | | |
| 2.1.1 | Locations submitted for certification: | In accordance to application | | |
| 2.1.2 | Scope of the requested certification: |  | | |
| 2.1.3 | IAF code: |  | | |
| 2.1.4 | Target scope of certification: | The certification body specifies in the decision and certificate | | |
| 2.1.5 | Current management system status: | First certification |  | |
| Recertification |  | |
| Transfer of certification |  | |
| 2.2 | Proof of service (work) performance: | decision (on certificate) | | |
| certificate (except for a negative decision) | | |
| 2.3 | The subject of certification was determined on the basis of the client's request of: |  | | |
| 2.4 | Planned date of the audit: |  | | |
| Terms used in the agreement: | | | | |
| 2.5 | Body, certification body: | Certification Body for Management Systems of the Łukasiewicz-PIMOT | | |
| 2.6 | Auditor: | Auditor of the certification body | | |
| 2.7 | Certificate: | Certificate issued by the certification body | | |
| 2.8 | Conformity mark: | Conformity mark of the certification body | | |
| 2.9 | Accreditation symbol: | Accreditation symbol granted for the certification body  by the Polish Center for Accreditation ([www.pca.gov.pl](http://www.pca.gov.pl)) | | |
| **3. SCOPE OF WORKS** | | | | |
| The scope of works is set out in the table below. | | | | |
| 3.1 | **Stages of the certification and supervision process (activities)** (in accordance with the entries in the "Action" column) | | | **Action** |
| **YES** |
|  | Review of the application and supplementary information | | |  |
|  | Development of the audit program and determination of the audit time | | |  |
|  | Audit site selection | | |  |
|  | Planning audits, selecting and appointing the audit team | | |  |
|  | First Stage Audit (Initial Certification) | | |  |
|  | Second Stage Audit (Initial Certification) | | |  |
|  | Recertification audit | | |  |
|  | Assessment of the effectiveness of corrections and corrective actions, if applicable | | |  |
|  | Review of all information obtained in the certification process in order to recommend a certification decision (certificate issuance) | | |  |
|  | Issue of a decision, certificate | | |  |
|  | Supervision audit No. 1 | | |  |
|  | Supervision audit No. 2 | | |  |
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| **4. SUBCONTRACTING** | | | | |
| 4.1 | For the purposes of this agreement, the certification body the part of actions indicated in point 3.1 of the agreement (audits) order to an authorized subcontractor of the certification body.  Below we provide the name of the subcontractor. The certification body never subcontracts in the scope of review of all information obtained in the certification process in order to recommend a certification decision and the decision for the certification | | | |
| 4.1.1 | Zhongjilianheng (Beijing) Certification Co., Ltd  Room 309, Tianjian Building, No. 6, Huixin Nanli, Chaoyang District, Beijing  (Registration number of enterprise: 91110108MA01BK4D4U) | | | |
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| **5. PRICE FOR CERTIFICATION** | | | | |
| 5.1 | The certification body will present the price offer for the certification service through a subcontractor with whom the body has concluded a cooperation agreement and who has been granted authorizations to perform part of the certification process. | | | |
| 5.2 | The body agrees that the remuneration due for the performed certification service shall be settled by a payment made by the client to the account of the subcontractor who, in accordance with the concluded agreement, will transfer the remuneration due to the certification body | | | |
| 5.3 | If a payment is made to the subcontractor's bank account, the subcontractor will confirm the payment made to the client. | | | |

**6. CLIENT RIGHTS AND OBLIGATIONS**

* 1. The client undertakes:
     1. provide the body with all the necessary data (information) required for the certification of the management system,
     2. ensure the auditor(s) the conditions necessary for realization the audit plan,
     3. cooperate with the lead auditor and the body to agree the audit plan,
     4. maintain the management system at a level ensuring compliance with the requirements of the criteria document and ensure the management system's ability to ensure compliance with applicable legal, regulatory and contractual requirements,
     5. undertake timely corrective actions in relation to the identified non-compliance,
     6. share for the body own documentation of the management system,
     7. meet the requirements of the criteria document when referring to the certificate in the means of communication,
     8. register and consider each complaint regarding a process covered by a certified management system,
     9. keep evidence of the activities related to reported complaints,
     10. pay the fees for service of the certification body on time,
     11. immediately cease the use of the certificate in the event of expiry of the certificate's validity, suspension or revocation of the certificate's validity,
     12. cease all advertising activities indicating a valid certificate when the certificate is suspended, withdrawn or expired,
     13. update all advertising materials in the event that the message in these materials is misleading due to the limitation of the scope of certification,
     14. not to use the certificate in a way that misleads the interested parties about the scope of the certification, i.e. who and what is certified,
     15. not to make (issue) any declarations and not to allow any misleading statements relating to the certificate to be made,
     16. not to use or allow the use of the certification document or any part of it in a misleading manner,
     17. not refer to the certification of your management system in a way that suggests that the body is certifying a product, including a service or process (and not a management system),
     18. not to imply that the certification relates to activities and locations that are outside the scope of the body's certification,
     19. not to use the certification of the management system in a way that would damage the reputation of the body and / or the certification system or expose the body and / or the Polish Center for Accreditation (PCA) to loss of public credibility,
     20. not to transfer the right to the certificate to third parties without the written consent of Łukasiewicz-PIMOT,
     21. inform the body about significant changes that may affect the management system's ability to further meet the requirements of the criteria document,

Explanation: It may be a change in: legal, organizational or ownership status, organizational structure and management model, place of business, scope of activities and changes in the management system and / or processes.

* + 1. accept and take appropriate actions enabling the work of an observer of the body or the observer of the Polish Accreditation Center (PCA) during the audit, if the body informs the client about it at the stage of planning the audit or earlier,
    2. return the original of the revoked certificate, at the request of the body, if the body estimates a high risk or the client breaches the provisions of this agreement regarding the cessation of the use of the revoked certificate.
  1. The client has the right to:
     1. use a certificate in the means of communication (such as the Internet , brochures, advertising or other) under the conditions specified in this agreement,
     2. submit a complaint for the certification process referred to in the "Complaints and appeals" section of this agreement, ,
     3. submit an appeal against each decision issued by the certification body referred to in the "Complaints and appeals" section of this agreement,
     4. refusal to conclude this agreement in the event of non-acceptance of subcontracting part of the work (e.g. audit), indicated in the agreement,
     5. has the right to terminate the agreement in the absence of approval for the implementation of the new requirements of the criteria document, specified by the body in the letter, with effect not later than the date of entry into force of the new requirements,
     6. to resign from the certificate - the end of the certification validity before the deadline (in writing),
     7. apply for the transfer of ownership of the certificate (in writing),
     8. re-apply for certification if the certificate is withdrawn,
     9. apply for the extension or limitation of the scope of certification (in writing),
     10. apply for discontinuation of the certification process for a period not longer than **3 months** (in writing),
     11. request the suspension of the certificate validity for a period not longer than **6 months** (in writing),
     12. submit an objection to the members of the auditing team indicated in the audit plan (except for an audit with a short notice).

**7. RIGHTS AND OBLIGATIONS OF THE CERTIFICATION BODY**

* 1. The certification body undertakes:
     1. provide the service in accordance with the management system certification program available on the website [www.pimot.lukasiewicz.gov.pl](http://www.pimot.lukasiewicz.gov.pl) and in the area in which it has the competence to provide a certification service,
     2. share a template of the certification agreement and other documents used in client service at any request,
     3. demonstrate due diligence, reliability and impartiality in its activities,
     4. treat the information obtained in the certification process as well as during supervision as confidential and protected. This obligation applies to all staff of the certification body, including the staff of the certification body's subcontractor, if involved,
     5. treat information about the client, coming from sources other than the client himself, as confidential,
     6. present to the client the requirements of the body in order to consider the client's application (e.g. change of the scope of certification, change of the client's legal status),
     7. inform the client about the results of the audit, evaluation of the evidence presented by the client in connection with the audit,
     8. make a formal change the records in the certificate in the event of a written request (request) from the client to end the certificate validity with a certificate (issue a certificate with a corrected validity date),
     9. update the information made available to the public (e.g. on the website) regarding the certificate when there are changes to the data indicated in the certificate, made publicly available,
     10. specify in the decision the reason for the suspension, revocation or termination of the certificate's validity, if such a decision is taken by the certification body,
     11. define in the decision to suspend the certificate the conditions the fulfillment of which is necessary to restore the validity of the certificate and the deadline for presenting evidence on the implementation of actions taken by the client,
     12. inform the client about the procedure of considering complaints and appeals at every request of the client,
     13. notify the client or the person concerned that the certification body has provided confidential information in the event that Łukasiewicz-PIMOT discloses confidential information to which it is obliged by law or by other obligations resulting from concluded agreements (e.g. the body's agreement with PCA), unless the law provides otherwise ,
     14. present the client with an offer for recertification no later than 3 monthsbefore the certificate expires (or earlier at the client's request) so that the re-certification is scheduled and carried out in a timely manner to enable the certification to be renewed in time, before the end of the certification validity date,
     15. specify the documents and information required from the client to make a decision to transfer certification in line with the client's expectations (if applicable).
  2. The certification body has the right to:
     1. supervising the certificate through the audits specified in this agreement, and also, when it deems it appropriate:

1. through inquiries directed to the client on various aspects of certification,
2. reviewing client declarations, when applied,
3. providing documented information that the body may request from the client,
   * 1. conduct a re-audit if it cannot verify the implementation of corrections and corrective actions regarding any major non-conformities within six months from the last day of the audit, which is the second stage of the initial certification (first certification),
     2. suspend the process if the client does not meet the payment conditions set out in the agreement or other necessary to continue the certification (e.g. lack of system documentation),
     3. provide (in particular, at the request of interested parties) information about the granted certificate and the data indicated in the certificate by any means of their choice (e.g. in the list, on the Łukasiewicz-PIMOT portal). The body does not intend to disseminate other data to the public,
     4. carry out the audit with a short notice or without notifying the client, if it obtains information justifying such a necessity,
     5. resume re-certification within 6 months (if there is a break in its implementation), provided that the activities not performed so far are completed,
     6. make a decision on the certificate, according to the result of the activities carried out,
     7. interrupt the certification process if, due to the client's fault, the body cannot continue the process for **3 months** (e.g. lack of management system documentation, refusal to audit),
     8. as part of the certification transfer procedure (if applicable), has the right to establish its own audit program, independent of the audit program of the body issuing the certificate that is the subject of the transfer of certification.

**8. CHANGE OF REQUIREMENTS**

* 1. If the requirements of the criteria document (ISO 9001) will be changed, then the certification body undertakes to notify the client in writing at least in the following scope:

1. the date of entry into force of the new requirements,
2. the date by which the new requirement should be implemented by the client into the management system,
   1. The client, on the basis of the information contained in the letter of the certification body, is obliged to inform the body whether the new requirements have already been implemented or specify the date of implementation of the requirements, i.e. at least 1 month before the date of entry into force of the new requirements,
   2. The body will assess the fulfillment of the new requirement by reviewing the client's documentation, specified by the body or by auditing on a scheduled date,
   3. If the client fails to provide the body with evidence of the implementation of the new requirements on time or the assessment result is not positive, the certificate will become invalid on the date the new requirements enter into force.

**9. FORCE MAJEURE**

* 1. The Parties shall not be liable for any failure to perform or improper performance of obligations under this Agreement, if it is a consequence of events beyond their control and for which they are not responsible, in particular: war, flood, fires, acts of terror, strikes, satellite failure or its failure. ground systems, computer system failure, epidemic, pandemic or other manifestations of force majeure,
  2. The terms of performance of the obligations under the Agreement shall be extended accordingly by the duration of force majeure.

**10. SUSPENSION OR WITHDRAWAL OF THE CERTIFICATE**

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| * 1. The certification body has the right to suspend the validity of the certificate under the conditions set out below. | | |
| **Reasons for certificate suspension** | | **Time before suspension** |
| a) | the client's management system does not meet the requirements or to a serious degree does not meet the requirements of the criteria document | Not applicable |
| b) | the body estimated a high risk of non-compliance with the requirements of the criteria document |
| c) | the client applied for the certificate validity suspension  (max. 6 months) |
| d) | the client is incorrectly citing its management system certification, certificate, mark of conformity or accreditation symbol. |
| e) | the client has failed to meet the contractual obligation |
| e) | the client did not carry out corrective and corrective actions (if required)  within the agreed period as part of the demonstrated non-compliance | After the deadline indicated  by the body in the letter |
| f) | the client did not fulfill the obligation resulting from the agreement at the agreed time, |
| g) | the client refuses or delays the execution of the audit, despite the body's regarding to audit request |
| h) | the client did not pay the fee for service, despite the body's request to do so |
|  | | |
| * 1. The certification body has the right to withdraw the validity of the certificate under the conditions set out below. | | |
| **Reasons for certificate withdrawal** | | **Time before rollback** |
| a) | gross negligence in meeting the requirements of the criteria document | Not applicable |
| b) | notification of the withdrawal from the certificate by the client |
| c) | the implementation of the new, mandatory requirement of the criteria document has not been confirmed by the body | After the deadline indicated  by the body in the letter |
| d ) | the reasons for certificate suspension were not removed on time, about which the client was informed in writing |
| e) | change of legal status |

**11. COMPLAINTS AND APPEALS**

* 1. Any complaint for the certification process or appeal for the decision issued by the certification body, hereinafter also referred to as a matter, should be specified by the client in writing. The letter may be submitted on the spot at the Łukasiewicz-PIMOT Directorate Office or sent to the Łukasiewicz-PIMOT address indicated at the beginning of this agreement,
  2. An appeal against the decision of the body must be submitted within 14 days from the date of receipt (acceptance) of the letter containing the decision of the body,
  3. Each complaint is registered and made available to the Director of Łukasiewicz-PIMOT and the Plenipotentiary of the Director for Management Systems at Łukasiewicz-PIMOT,
  4. The body confirms receipt of each complaint or appeal,
  5. The complaint or appeal is forwarded for consideration to a person not involved in the process relating to the reported matter.
  6. The body informs the client about the conducted proceedings, the outcome of the case and the completion of the case.
  7. The complaint may concern the certification activity of the body or the body's client in the area of the issued certification,
  8. Filing an appeal or complaint does not in any way contribute to undertaking discriminatory actions against the client by Łukasiewicz-PIMOT.

**12. BODY CONFORMITY MARK**

* 1. The rules for the use of the mark, including the accreditation symbol, are specified in CS-02 "Rules for the use of the conformity mark of a management system certification body", hereinafter referred to as CS-02.
  2. The obligations and rights of both contracting parties relating to the certificate are the obligations and rights relating to the conformity mark and the conformity mark in combination with the accreditation symbol.
  3. Failure to comply with the rules set out in CS-02 gives the basis for changing the validity status of the certificate,
  4. CS-02 is an integral part of this agreement.

**13. FINAL PROVISIONS**

* 1. Any complaints, appeals or other disputes that may arise in connection with the implementation of this agreement, the Parties will endeavor to resolve amicably,
  2. In the event of an amicable settlement of the dispute, the Parties have the right to apply for its resolution to the Common Court competent for the headquarters of Łukasiewicz-PIMOT,
  3. This agreement is valid for the duration of the certification process and validity of the certificate,
  4. Any changes to the agreement will be documented in the form of an annex to the agreement,
  5. Termination of this agreement does not cancel the overdue payment for the certification service for Łukasiewicz-PIMOT,
  6. During the period of suspension of the certificate validity, this agreement shall remain in force,
  7. Withdrawal of the certificate results in the termination of the agreement after at least 30 daysat the end of the month,
  8. The notice period is 30 days upon the client's written requestfrom the date on which the client's letter is received by the body,
  9. The certificate expires on the date of termination of the agreement,
  10. This agreement has been drawn up in 2 identical copies on English language only,
  11. This agreement shall enter into force on the date it is signed by Łukasiewicz-PIMOT.

Annex: CS-02 "Rules for applying the conformity mark of a management system certification body"

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| **For Łukasiewicz-PIMOT** |  | **For the Client** |
|  |  |  |
| Witold Luty  (signature, position)  Date: |  | ??  (signature, position) |