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BOTSWANA BUREAU OF STANDARDS




CERTIFICATION CONTRACT

GENERAL BUSINESS TERMS AND CONDITIONS

Confidentiality statement

The contents of this Contract will be treated in strict confidence, and will not be disclosed to any third party without written consent of the Client, except when required by a court of law or by Accreditation Authorities for their assessment of the BOBS Management Systems Certification service.

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CONTRACT BETWEEN


BOTSWANA BUREAU OF STANDARDS
(hereinafter referred to as BOBS)

**(LOCATED AT PLOT 55745, MAIN AIRPORT ROAD, BLOCK 8,
GABORONE, BOTSWANA)**

AND

_____ (hereinafter referred to as 'the Client' for the purpose of this Contract).

(LOCATED AT _____)

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1 FOREWORD

This Contract may be cited as the **BOBS Management Systems Certification Contract**. It forms an agreement between BOBS and the Client.

This Contract shall be read in conjunction with the BOBS Management Systems Certification Scheme.

1 DEFINITIONS AND ABBREVIATIONS

- 1.1 Act:** the Standards Act No. 16, 1995.
- 1.2 Applicant:** an organization applying for Management System certification under the Scheme.
- 1.3 Assessment:** a verification of the effectiveness of the management system operated by the Client through the examination of materials, processes, finished products, methods of test, records, systems, services and other activities established by the Client within its system.
- 1.4 Audit:** Systematic, independent and documented process for obtaining evidence and evaluating it objectively to determine the extent to which audit criteria are fulfilled.
- 1.5 Audit team:** a group of auditors chosen to carry out an audit/assessment to verify adherence to an approved level of effectiveness.
- 1.6 Certification Approvals Committee (CAC):** An impartial committee established by the Council to carry out the Bureau's functions of granting, renewing, suspending or terminating certification licences.
- 1.7 Certification Licence:** a document issued by the Managing Director after authorization by the CAC, in recognition that the management system operated by the Client is in accordance with the requirements of the relevant management system standard and the Scheme.
- 1.8 Certified Organization:** an organization holding a valid certification licence under the Scheme.
- 1.9 Client:** applicant or certified organization.
- 1.10 Client Contact Officer (CCO):** BOBS officer in the Certification Unit, appointed by the Manager Certification Services (MCertS) to serve as primary contact between BOBS and the Client.
- 1.11 Contract:** binding agreement.
- 1.12 Corrective Action:** actions taken to eliminate the causes of existing non-conformity to prevent recurrence.
- 1.13 Council:** the Standards Council established under Section 4 of the Act.
- 1.14 Documented Management System:** documentation which includes manuals, work instructions, procedures and other documentation utilised by the Client in connection with its management and control.
- 1.15 Management Representative:** a member of the organization who, irrespective of other duties and responsibilities, has been appointed by the Client to bear the responsibility and has authority

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to ensure that the management system is implemented and followed at all times. He/she shall be the Client's contact person with BOBS.

- 1.16 **Management System:** A system to establish policy and objectives and to achieve those objectives.
- 1.17 **Managing Director:** the BOBS Chief Executive Officer (CEO), appointed by the Minister.
- 1.18 **Minister:** The Botswana Minister of Trade and Industry.
- 1.19 **Nonconformity:** A situation where there is evidence of weak implementation of the management system or a serious departure from the management system, thereby leading to likelihood of a nonconforming product or service occurring, because of absence of, or lack of adherence to a procedure.
- 1.20 **Observation:** an area for improvement.
- 1.21 **Responsible Officer:** BOBS Officer in the Certification Unit who has been assigned to act on a request or to act as Client Contact Officer.
- 1.22 **Scheme:** The BOBS Management System Certification Scheme
- 1.23 **Scope of Certification:** the range of activities of a certified organization stated in the annex attached to its certification licence.
- 1.24 **Surveillances:** evaluation to determine the continuing conformity to specified requirements.
- 1.25 **Team Leader:** the leader of the audit team, who has overall responsibilities.


2 Acronyms and Abbreviations

BOBS	:	Botswana Bureau of Standards
CAC	:	Certification Approvals Committee
CCO	:	Client Contact Officer
DCE	:	Director of Commercial Enterprises
OS	:	Office Secretary
MCertS	:	Manager Certification Services
MD	:	Managing Director
RO	:	Responsible Officer

3 FORM OF CONTRACT

- 3.1 The Client has requested BOBS to provide management system certification service as per the BOBS Management Systems Certification Scheme and the relevant management system standard.
- 3.2 BOBS has agreed to provide the services on the terms and conditions set forth in this Contract.

Issue No. 02	© BOBS Dec, 2008	Effective Date: 2008-12-05
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4 CONFIRMATIONS

In this Contract No. _____ the following have been confirmed by BOBS and the Client:

4.1 Scope of Certification: _____

4.2 Sectors/sites/locations covered by Scope: _____ (as per specified location)

4.3 BOBS prevailing rate: P300/manhour*

4.4 Annual Licence Fee: P2,000.00*

Note* These fees are subject to change. A change of fees shall be communicated to the Client in writing at least 60 days prior to implementation.

5. Modifications to the Confirmations (Section 4 above) shall be documented and signed for by the Client and BOBS. Such modifications may be appended to this Contract or a new Contract may be signed (see also Section 8 below).


6 OBLIGATIONS OF THE CLIENT

6.1 **Management System:** The Client shall document, implement and maintain a management system that fulfils the requirements of the relevant management system standard. All actions necessary to ensure the stability and effectiveness of the management system shall be carried out and documented.


6.2 **Management Representative:** The Client shall provide BOBS with the name of the Management Representative, who is the organization's contact person with BOBS. The Management Representative shall also be responsible for all matters in connection with the management system, and shall, upon each visit by BOBS audit team, sign a declaration to the effect that any changes in the management system, or other matters relevant to this Contract under which the certification licence is held, including customer complaints, have been notified to BOBS.

6.3 **Discontinuance of Operations:** The Client shall be required to produce evidence of continuing operations for the products or processes covered by the scope of certification. The Client shall notify BOBS in writing of discontinuance in such operations exceeding three months. Discontinuance of operations in excess of six months or more may lead to modification of the scope of certification or cancellation of the certification licence. In such cases, the Client shall lodge a fresh application.


6.4 **Notification of changes:** The Client is obliged to notify BOBS without delay of any changes that may influence the management system. This applies in particular to the purchase/sale of parts of the company, change in ownership, change in management, changes in the areas of operation, or fundamental alterations in processes. The Client shall submit to BOBS records of any such changes/amendments on request. BOBS reserves the right to make a special visit to assess changes to the system which, in the opinion of BOBS, could significantly affect conformity with the standard.

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- 6.5 Disclosure:** The client shall permit access to all necessary information and places at which the activities described in the management system are carried out. The Client shall also commit the nominated representatives and employees to give the BOBS auditor(s)/team(s) accurate and complete information in a timely manner concerning all processes, which may be significant to the audit. Information provided shall also give full details of all actions taken in response to field problems arising from allegations of defects in products or processes covered in the scope of certification and the Client shall allow BOBS auditors access to all relevant records and documents for the purpose of verifying such details. The Client shall provide such other information as is reasonably required from time to time in connection with this Contract.
- 6.6 Confidentiality and Secrecy:** The documents provided to the Client by BOBS, including the certification licence and the certification logo, remain at all times the property of BOBS and are protected by copyright. All documents shall be used only for the needs of the Client and the Client shall not transfer any right to them nor give permission to a third party to use. The Client is obliged to maintain strict confidentiality about any information revealed within the terms of this Contract as well as knowledge of matters relating to BOBS, its employees and auditors. This obligation also applies after termination of this Contract. The Client similarly accepts the obligation on behalf of his auxiliary persons and associates.
- 6.7 Use of audit report/certification licence/certification logo:** The Client shall use the audit report in its entirety; no portion may be extracted and used separately. The Client shall not use the certification licence and/or certification logo in any manner to which BOBS may object and shall not make any statement concerning the authority of the Client's use of the licence which in the opinion of BOBS may be misleading. The Client shall submit to BOBS for approval the way in which he proposes to use the certification licence or proposes to make references to it. The Client shall not dispose of, sub-licence, assign, transfer or otherwise deal with its certification, nor confer any privileges, benefits or rights (if any) arising therefrom.
- 6.8 Protective Equipment:** The Client shall notify BOBS of any processes where staff are required to wear personal protective equipment. During an audit the Client shall provide the audit team with such personal protective equipment, together with training in its correct use where necessary. BOBS shall be notified of changes to the requirements for use of personal protective equipment.
- 6.9 Conduct During Audit:** The Client shall ensure that auditors are accompanied by a guide who is conversant with the activities of the department/section being audited. The Chief Executive Officer and the Management Representative of the company are expected to be present during the opening and closing meetings. As far as possible, all responsible personnel of the company whose departments are being audited shall be present in these meetings. In the interest of the organization, all efforts shall be made that time of the audit team is not wasted on account of non availability of relevant personnel, documents, records, shut down of unit(s) being audited, etc. All non-conformities observed during the audit shall be acknowledged by the Management Representative or the Client's representative, by way of signing against the nonconformity on the appropriate form. The Client shall arrange a place/room where members of the audit team can meet and discuss during the audit and at the end of the audit to exchange their notes and findings.
- 6.10 Independence of the Audit:** The Client is obliged to avoid actions which might compromise the independence of the employees and BOBS auditors. This applies particularly to offers of consultation, of employment of both salaried and free-lance, to separate agreements about fees or other monetary rewards. BOBS auditors shall not provide solutions on how to establish specific procedures as this would be considered consulting and a conflict of interest for BOBS.


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- 6.11 Corrective Actions:** The Client shall promptly initiate the planning and introduction of all necessary corrective actions (on being required to) to prevent recurrence in respect of all cases of non-compliance in the system as identified by BOBS. The corrective actions shall be carried out as soon as possible or in any event within the period required by BOBS. All nonconformities or restraints shall be eliminated or complied with within 90 days for a new certification (i.e. initial audit), failing which BOBS shall carry out a full re-audit of the Client's management system at the Client's expense.
- 6.12 Customer Complaints:** The Client shall operate and maintain procedures for handling and recording of complaints against the certified management system. In the case of complaints brought to BOBS against the Client's certified management system, the Client shall cooperate with and assist BOBS on investigating and resolving such complaints.
- 6.13 Services and Terms of Payment:** The Client shall pay the application fee in advance. Audit fees (charged at the BOBS prevailing rate) shall be invoiced following each certification stage as these depend on the duration of the activity (i.e. documentation review and site audit). In addition to audit fees, per diem and travelling expenses are charged as applicable. In some cases, clients may be charged for extended travel time. The travel time is one return trip to and from the Client's premises. Mileage is charged at prevailing BOBS rate. Hotel accommodation is charged at cost. Invoices are due for payment within 30 days of date of invoice. Failure to pay invoices per agreed upon terms may result in a revocation of certification. For initial certification BOBS shall withhold the certification licence until the invoice has been settled. Where organizations have been granted a credit facility with BOBS then the applicable requirements for credit will rule. The Client shall pay all financial dues to BOBS, as prescribed even for the period during which the operation of the certification licence remains discontinued by him or suspended by BOBS. The Client shall reimburse all costs which BOBS may reasonably incur as a result of the Client's failure to comply with this Contract. This condition shall remain binding on the Client after the termination of the certification licence for whatsoever cause.
- 6.14 Annual Licence Fee:** The Client shall pay the annual licence fee upon demand by BOBS.
- 6.15 Suspension/Termination/Annulment of Certification:** BOBS is entitled to suspend/terminate/annul the certification licence if the Client violates his contractual or financial obligations towards BOBS. Upon suspension or termination of the certification licence, however determined, the Client shall discontinue its use forthwith and withdraw all promotional and advertising matter which contains any reference thereto. The Client shall also not fly the BOBS certification flag; not claim BOBS certification in any documentation including tenders; discontinue the use of the certification logo (and accreditation logo, if applicable), and adhere to any specific instructions which BOBS may include with this action. Following withdrawal or termination of certification, the Client shall return the certification licence, and copies thereof, to BOBS.
- 6.16 Termination of Certification by the Client:** The Client shall notify BOBS in writing of the intention not to renew the certification licence at the end of any licensing period. The notification shall be done two months before the expiry of the licence. Upon termination of certification, the Client shall discontinue the use of the certification licence, and withdraw all promotional and advertising matter (as per Clause 6.15 above).

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7 OBLIGATIONS OF BOBS

- 7.1 **Notification to Client:** BOBS shall inform the Client if, in its opinion, where the standard selected by the Client, is not appropriate to the scope of activity for which the application has been made. In such a case BOBS may decline to proceed with such an application.
- 7.2 **Licensing:** BOBS shall issue a certificate licence to the Client when satisfied that the Client carries on a regular business within the scope for which the application was made, and has a quality system with which it complies. BOBS shall not issue a certification licence if the audit results show failure by the Client to comply with the standard and/or this Contract. The grounds for such decision shall be notified to the Client in writing.
- 7.3 **Surveillance Audits:** Having issued the certification licence, BOBS shall conduct surveillance audits of the Client’s management system in order to verify continued compliance with the standard. Should BOBS receive information that might dispute the conformity or the effectiveness of a management system it has certified, it is entitled to perform additional surveillances after consultation with the Client and at the Client’s expense.
- 7.4 **Suspension/Termination/Annulment of Certification:** BOBS shall notify the Client in writing about its intention to suspend/terminate/annul the certification licence, the period of suspension//termination, and the reasons thereof. Where requested, the Client shall be given a hearing before suspension/termination/annulment of certification. Where the certification licence has been suspended, terminated or annulled for whatsoever reason and by any party, the Client shall not use the licence in any manner.
- 7.5 **Amendment to Contract:** BOBS reserves the right to effect amendments, modifications(s), revision(s), of the conditions at anytime and notify the Client of the same. A change of fees shall be communicated to the Client in writing at least 60 days prior to implementation.
- 7.6 **Publicity:** BOBS shall maintain and make publicly accessible, or provide upon request, by any means it chooses, a register of Clients holding valid certification licences. The register shall contain as a minimum the name, location and scope of certification for each Client. BOBS shall make this list available to interested persons or organizations. BOBS shall also make publicly accessible information about certifications suspended or terminated.
- 7.7 **Confidentiality and Data Protection:** BOBS commits itself to confidentiality concerning all information available to it in the context of its activities on the Client’s premises, whether this information relates to internal matters of the Client or to its business relations. This also applies to verbal or written results of the audit. BOBS shall not disclose the Client’s confidential information, trade secrets or processing procedures to any third party (unless required to do so by Law).
- 7.8 **Access to records by Accreditation Authorities:** BOBS shall allow access to both its own documents and client-related data to Accreditation Authorities as relevant. BOBS shall inform and seek the Client’s acceptance.
- 7.9 **Liability:** BOBS’s liability is restricted to the extent as prescribed in the Standards Act No. 16 of 1995. Any further claims, especially claims resulting from product failures or damages caused by the Client’s product are excluded.
- 7.10 **Changes to Certification Requirements:** BOBS shall communicate the effective date of changes to a standard to all Clients to allow them adequate time to implement the changes. The source of change can relate to a new standard or new applications. BOBS shall verify that each

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Client has carried out the necessary adjustments to its procedures within such time as, in the opinion of BOBS, is reasonable.

8 Changes to the Contract

8.1 This Agreement shall become effective on the date of the last signature hereof or the date of commencement of the work, whichever is the earlier. The governing law of the CONTRACT and of the relationship of the parties thereto arising out of it shall be Botswana Law. Both parties to the CONTRACT submit to the jurisdiction of the Botswana courts and agree that this CONTRACT supersedes all prior negotiations, representations or agreements either written or oral preceding the CONTRACT.

8.2 Any changes shall be made by agreement between BOBS and the Client.

9 DECLARATION

I have read and shall abide by the Terms and Conditions as stipulated in this Contract.

On this Date _____ at _____

For & on behalf of the Client

For & on behalf of BOBS

 (Client's name & address)

Botswana Bureau Of Standards
 P/Bag BO 48
 Gaborone

Title: Chief Executive Officer

Title: Managing Director

Signature: _____

Signature: _____

Date: _____

Date: _____