

<p>Document: QP-01</p> <p>Rev.:5</p>	<p>CERTIFICATION AGREEMENT</p>	
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This Certification Agreement (“Agreement”) is made by and between the CMA Quality International Ltd. from this moment noted as “CMA” and the Client.

ARTICLE I - Audit Process

1.1 Facilities and Standards.

The Client hereby retains CMA to evaluate the Client’s system/program at specified facilities of the Client (“Facilities”) that contract with CMA for Certification Services to specified standard (ISO 9001:2008). The Service Agreement accepted by the Client specifies the scope of the certification provided in accordance with this Agreement, including Facilities and Standards.

1.2 Client Information. The Client acknowledges that CMA’s audit will require the Client to provide CMA, either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system/program to be certified. The Client agrees to promptly provide to CMA all applicable documents, policies, procedures, manuals, and other information. If the Client intends to withhold from CMA certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), CMA may not be able to grant certification unless CMA and the Client agree on how to address this issue.

1.3 Client Assistance. The Client further acknowledges that the audit process will require on-site evaluation by CMA’s qualified auditor personnel (“Auditors”), whether permanent employees or contract personnel. The Client also agrees to permit all such evaluation of each Facility during the Client’s regular business hours. The audits may also be attended by representatives of CMA’s management and CMA’s Accreditors and other Sector Authority Organizations. During each on-site visit, the Client shall make available key management and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Client's Facility.

1.4 Audit process. CMA develops an audit program to cover three years certification, including Stage I, Stage II and Surveillance audits. Details regarding CMA’s audit process are available on CMA’s website.

1.5. The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, CMA shall have no obligation to review the Client’s processes and Facilities to determine whether the same comply with or violate any legal

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and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, CMA and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client's response to this activity will be followed up by the Auditor during the next visit to verify the Client's continued conformity with the Standard.

ARTICLE 2 – Certification and Subsequent Audits

2.1 Certification and Limited License to Use Certification Mark.

Upon completion of the Certification Audit and CMA's determination that the system/program meets applicable Requirements, CMA shall list and register the Client as having certified system/program.

2.2 Responsibility of Company.

The Client shall maintain a documented system for effective handling of customer complaints, including keeping a record of all complaints and remedial actions relative to its system/program and provide required data as requested by CMA.

2.3 Surveillance and Re-Certification audit.

The Client acknowledges that CMA is required to perform (i) periodic visits (surveillance audits) of each certified Facility to ensure that the Client's system/program continues to satisfy the requirements of the Standard(s) for which it is certified, (ii) special visits to follow-up on issues identified during a previous visit, in response to changes identified by the Client or investigate any complaints CMA may receive from any party indicating that the system/program may not conform to the requirements of the Standards for which it is certified, and (iii) re-certification audits of the Client's system(s)/program(s) for the purpose of re-evaluating the continual fulfillment of all requirements of the Standard. Surveillance audits shall take place at least once in a twelvemonth period, or as agreed contractually, whereas the re-certification audit shall take place during the third year of the certification period, approximately 3 months before the expiry of the certification. The duration of these audits is dependent upon the system/program performance history and other factors, and is subject to special provision if the Client makes major modifications to its system/program or if other changes take place which would affect the basis of the certification.

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2.4 Modifications.

The Client agrees to notify the CMA Office of any request to change its scope of certification, or of any alterations, modifications or changes it makes to its system/program which could affect the certification. Such changes may include modification to its legal, commercial or organizational status, to its key managerial staff, and to significant changes to policies, processes, premises, personnel, equipment and facilities, working environment or other resources. In addition, the Client agrees to provide CMA with applicable documents, policies, procedures, manuals, and other information as CMA may request in order to ascertain how the changes will affect the certified status of the Client's system or program. CMA shall be entitled to re-audit all or any portion of the Client's system/program if it determines that such is necessary or appropriate in order to ensure that the Client's system/program still conforms to the applicable Quality Standard.

2.5 Revision of Requirements or Standards.

The Client acknowledges that the Standards and/or CMA's contractual requirements may be revised from time to time. If revisions to Standards and/or CMA's requirements are adopted, CMA shall determine the nature and extent of the necessary additional audit activity, if any, and the required schedule for CMA to confirm conformity with the revised requirements.

2.6 Corrective Action, Enforcement and Appeals.

If CMA determines that the Client's system/program no longer satisfies the Certification Requirements, the Client agrees to take such remedial action as CMA may request within the time specified by CMA. The Client acknowledges and agrees that CMA may take such additional actions as it determines to be appropriate with respect to such nonconformity or for repeated occurrences of nonconformity. Such action may include, among other things, suspension or cancellation of certification for all Facilities, and notification of nonconformity or decertification to other parties as specified by CMA's Accreditors. The Client has the right to appeal any decision made by CMA as specified in Process KP#11 – Disputes and Appeals Process, posted on CMA's website at <http://www.cmaquality.com>

ARTICLE 3 - Use of Marks

3.1 Organizations can reproduce a copy of their certificate in full for marketing purposes under the restrictions and guidelines provided below. The term mark/logo used in this procedure will be understood as the mark or logo of CMA and of ANAB.

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3.2 Upon successful completion of the CMA registration process, the organization shall be issued a Certificate of Quality Management System Registration, detailing the scope of application, location and the applicable quality standard. This certificate and the relevant accreditation mark/logo are subject to the conditions below:

- a) The organization is entitled to publish and display the Certificate of Quality Management System Registration and/or the mark/logo on promotional materials, correspondence and advertising with strict adherence to the requirements and prohibitions listed below.
- b) The organization shall pay strict attention to and strictly adhere to the fields of application specified in the Certificate of Quality Management System Registration. These are the Standard for which the registration is granted, the scope and location noted on the certificate of registration. The application, reproduction or other use of the mark/logo and statements made regarding the certification status of the organization shall not indicate or imply that the organization has been registered or certified for any other fields of application.
- c) In the event the scope of certification changes advertising matter must be amended.
- d) Any advertising material (such as letterhead, business cards, and marketing-promotional materials) shall clearly describe the approval of the organization's quality management system. The mark/logo reproduced on advertising materials, brochures, publications, websites or other media intended to advertise the capabilities, products or other business activities of the organization shall in no way be done in a manner that would suggest that CMA and/or ANAB have certified or approved any product, process or service of the organization.
- e) CMA does not permit its marks to be applied by certified clients to laboratory test, calibration or inspection reports or certificates.
- f) The mark/logo shall not be used on containers, boxes, labels or wrapping that is applied as part of the packaging for shipment of product.
- g) The mark/logo shall not be applied to laboratory test, calibration or inspection equipment or inspection reports. Correspondence that references the results of testing, calibration or inspections shall not carry the mark/logo.
- h) The mark/logo use is subject to review at each of the Quality Management System audits. The lead auditor/auditor shall discuss the use of marks and logo at the closing meeting (see Form ACF-07 R4 Open Close Roster).
- i) The audit of the use of mark/logo application will establish that the use of the mark/logo is not in any way being done in a misleading manner.

3.3 The organization shall be provided with the artwork to reproduce the CMA and Accreditation Agency (ANAB) marks/logos. THE ANAB MARK/LOGO SHALL NOT BE USED WITHOUT CMA'S MARK/LOGO. CMA mark/logo may be used without ANAB mark/logo.

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CMA and ANAB Mark/Logo(s) shall be reproduced:

- a) In conjunction with the organization's name, location, and registration number;
- b) In a size which makes all features of the mark/logo clearly distinguishable, without distortion of its dimensions and its size must not exceed the size of CMA's mark /logo. In the case of non-accredited certificates organization will not be provided with ANAB mark/logo.
- c) An organization may not place the ANAB accreditation mark/logo in isolation from CMA's mark/logo. The ANAB mark/logo and CMA mark/logo must be placed directly next to each other..

3.4 CMA shall take suitable action against an organization if the use of the Certificate of Quality Management System Registration and/or mark/logo is not in compliance with this Certification Agreement. Such action could include requests for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and, if necessary, legal action.

3.5 Upon termination of the registration agreement, the organization shall refrain from any use of the Certificate of Quality Management System Registration and/or mark/logo. The certificate shall be returned to CMA upon request.

3.6 The Certificate of Quality Management System Registration does not exempt the organization from legal obligations.

ARTICLE 4 - General Provisions

4.1 Retention of Records and Confidentiality.

CMA shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the audits.

Except to the extent that the information obtained by CMA is already in CMA's possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, CMA agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Client.

In addition, CMA shall maintain in strict confidence, during the term of and after the termination of this agreement, the information obtained during the course of the audits and documented in the audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting CMA from publicly disclosing details of the granting, suspension or withdrawal of certification, or providing complete or partial copies of audit reports as specified by CMA's Accreditors, or providing access to client information, including copies of audit documents to CMA's Accreditors for audit purpose. Except as required in the applicable accreditation documents, CMA shall

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obtain written consent from the client or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, CMA will, unless regulated by law, notify the Client or individual concerned in advance of the information provided.

4.2 Waiver.

No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

4.3 Term of Agreement.

By accepting this proposal, the client acknowledges and agrees to comply with the requirements specified in the following documents, which are part of the present agreement:

- Certification Agreement Rev.2 (QP-01),
- General Terms and Conditions (QP-02) and
- Use of Logo QP-03.

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For the Aerospace Scheme certification, CMA shall ensure that the following requirements are included within all contracts for the delivery of ISO and ASD certification activities.

CMA contract shall:

1. Require that the Client Organization disclosed to CMA any classified material or export control requirements related to auditor access and that these are included within the contract for the client including the audit planning activities related to these activities. The contract with the client shall clearly indicate that any process(es) that cannot be audited to sufficient depth to verify conformance cannot be included within the scope of certification and may not be represented as being covered by the scope of certification to their customers. The quotation records shall include evidence of these disclosures and agreements;
2. Require that the Client appoints an OASIS database administrator who shall maintain the following data in the database:
 - a. organization name, address, and locations included on the certification (approval by CMA is required prior to revising this data);
 - b. the name(s) and email address(es) of the organization’s OASIS database administrator(s); and
 - c. the organization’s contact person, phone, fax, email address, and web site, as applicable;
3. Provide copies of the audit report and associated documents/records to their customers and potential customers, upon request, unless justification can be provided (e.g., competitor confidentiality, conflict of interest). This can be achieved either by granting access through OASIS or providing the reports directly to the customer;
4. Require that where a client’s customer makes a complaint relating to the performance of the client, CMA shall be allowed to conduct a short notice or unannounced when CMA considers to investigate complaints to confirm the validity of the issued certificate.
5. Ensure that the relevant requirements of AS9104/1 are a part of the legally enforceable agreement with each client organization. Additionally, the legally enforceable agreement with the client will cover all of the sites within the scope of certification.

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6. Organizations shall allow CMA to provide Tier 1 data (i.e., information on the issued AQMS standard certificate - public domain) and Tier 2 data (e.g., information and results of audits, assessments, nonconformance's, corrective action, scoring, and suspensions - private domain) to the OASIS database.

7. Organizations shall provide access to the Tier 2 data in the OASIS database to their aviation, space, and defense customers and authorities, upon request, unless justification can be provided (e.g., competition, confidentiality, conflict of interest).

8. If organizations lose their AQMS standard certification, they shall provide immediate notification to their aviation, space, and defense customers.

9. Organizations shall be responsible for notifying CMA of significant changes within the organization (e.g., changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).

10. Organizations shall agree that ABs, OP assessors, customer representatives, and regulatory authorities may accompany a CB audit for the purpose of oversight witness or the confirmation of the effectiveness of the CB audit process.

11. Failure of an organization to abide by these expectations shall be cause for withdrawal from the ICOP scheme and the OASIS database listings.

Definitions

- Suspension: Time-limited invalidation of a certificate
- Withdrawal: Permanent invalidation of a certificate

11.1.1 Initiation of suspension or withdrawal

CMA may initiate suspension, for example in cases where:

1. Certified management systems have persistently and seriously failed to meet certification requirements, e.g.:

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Failure to respond adequately to identify identified non-conformance(s)
Management system does not reflect the current organisation and processes, e.g. as a result of changes, acquisitions, diversification etc.
Major part of the management system not implemented

2. Surveillance audits and recertification audits not allowed to be conducted according to required frequency or as scheduled

3. Violation of the terms of the signed certification agreement, e.g.:

- Non-payment of fees
- Incorrect use of the certification mark and reference to certification

4. Customer voluntarily requesting temporary suspension

5. Evidence received from authorities etc. that could affect the status of certificate, e.g.:

- Evidence of non-compliance to regulatory/statutory requirements relevant for the certified management system
- Evidence of a non-effective managements system in case of serious incidents/accidents.
- The management and authorized personnel within the CMA who issued the certificate shall decide on the action to be taken, based on a review and duly considerations of evidences. If suspension is decided the process below shall be followed.

Suspension of a certificate is normally initiated as the first step, followed by withdrawal if the issue of concern is not resolved within due time. Dependent on the seriousness of the case, CMA may decide a direct withdrawal of the certificate.

Where failure of the management system is related to a specific part of the organisation, specific products etc, CMA may also consider a reduction in the scope of certification as an alternative to suspension. CMA may also choose to only give the customer a warning that suspension is being considered.

Suspension

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- The decision to suspend a certificate shall be communicated to the customer by a formal letter. The letter shall include:
- A statement on the decision to suspend the certificate including a proper description of the situation, argumentation and reference to objective evidences.
- The right to respond and appeal to the decision. Normally a 10 working days notice for response and appeal are given. An appeal may be lodged through the complaints procedure.
- Start date of the suspension (normally from the date of receipt of the letter)
Conditions and due date of required action in order to revoke the suspension, and the consequence if satisfactory actions are not performed.
- The means of follow-up by CMA to verify that conditions have been met and needed corrective actions have been implemented
- A statement that the certificate is invalid during suspension and that use of all advertising matter containing a reference to Certification are prohibited during time of suspension
- A statement that both the customer and CMA shall inform all enquirers that the certificate is suspended

A certificate shall not be suspended for more than 6 months.

Follow up

CMA will verify that conditions are met and requested corrective actions are implemented.

Dependent on this verification, CMA will either:

- Declare a positive result, revoke the suspension and declare a valid certificate
- Declare a negative result due to failure to resolve the issues that resulted in suspension. This situation will normally result in permanent withdrawal of the certificate.

In either case the customer will receive a letter confirming the result.

Withdrawal

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Withdrawal of the certificate shall be initiated if:

- o The customer does not meet the conditions of suspension
- o A suspension is not considered to be an adequate action.

The decision to withdraw a certificate shall be formally communicated to the customer including the requirements to:

- o Terminate use of the certification mark and any reference to certification
- o Return certificate(s) and copies to CMA.
- o The customer has a right to appeal. An appeal may be lodged through the complaints procedure.

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