



## REHPRO CERTIFICATION SDN BHD

Agreement No:

### CERTIFICATION AGREEMENT

By this Agreement dated

BETWEEN

**Rehpro Certification Sdn. Bhd. (Company No. 1150425)** a company incorporated under the Companies Act 1965 and whose principal address is at Lot B5- 2C, Tingkat 5, Blok B, Peti Surat 16, Bangunan KWSP, 88598 Kota Kinabalu, Sabah.

(hereinafter referred to as "**RCSB**") of the one part;

AND

Company's Name : (Company No. ),

Company's Address :

(hereinafter referred to as the "**Certificate Holder**") of the other part.

WHEREAS RCSB has agreed that a Certificate (hereinafter defined) be granted to the Certificate Holder to represent the entity specified in the Certificate (**Certificate No.....**) for the site(s) and scope(s) listed as certified and the use of the Certification Mark specified in the manner detailed in Annex 1 to this Agreement. The Certificate and Annex 1 shall form an integral part of this Agreement.

**The Parties hereby agree as follows:**

## **1. DEFINITIONS AND INTERPRETATION**

1.1. For the purpose of this Agreement:

Certificate	means the document issued by RCSB recognizing that the MSPO Management System operated by the Certificate Holder have been assessed by RCSB is in accordance with the Standard and this Agreement.
Certificate Holder	means an individual body corporate or body unincorporated which has been granted with the Certificate by RCSB.
Certification Mark	means the mark referred to in the <b>Annex 1</b> .
Management System	means the set of interrelated or interacting elements of the Certificate Holder to establish policies and objectives and processes to achieve those objectives.
Scope of Certification	means the organizational units, functions and physical boundaries and applicability of the management system which are the subject of the certification.
Standard	means the MSPO Standards or any normative document specifying requirements relating to the relevant management system.
Withdrawal	Revocation or cancellation of the certification which may be initiated by RCSB or the Certificate Holder.
Suspension	Temporary invalidation of all or part of the specified scope of certification.
Scheme Owner	means the Malaysian Palm Oil Certification Council (MPOCC)

## **2. CERTIFICATION**

- 2.1 RCSB hereby grants the Certificate to the Certificate Holder to represent the Scope of Certification as particularly described in the Certificate.
- 2.2 The current Certificate and Annex 1 herein shall be taken, read and construed as an integral part of this Agreement.
- 2.3 The Scope of Certification and other details pertaining to the Certificate Holder shall be as stated in the latest issue of the Certificate valid at any specific time.
- 2.4 In the event of a breach by the Certificate Holder of any of the terms of this Agreement, RCSB reserves the right to suspend or withdraw the Certificate.

## **3. OBLIGATIONS OF CERTIFICATE HOLDER**

- 3.1 During the validity period of the Certificate, the Certificate Holder shall:
  - 3.1.1 continue to carry out bona fide business;
  - 3.1.2 at all times comply with all the statutory and regulatory requirements applicable to its scope of operation;
  - 3.1.3 at all times comply with the terms of this Agreement;
  - 3.1.4 use the Certification Mark and all reference to certification in accordance with the manner as detailed in Annex 1;

- 3.1.5 discontinue the use of the Certification Mark that is unacceptable to RCSB;
  - 3.1.6 at all times ensure that any reference to the certification including but not limited to promotional and advertisement material is not misleading and where applicable, make changes to promotional and advertisement material where the scope of certification has been reduced;
  - 3.1.7 not imply that the certification applies to activities and sites that are outside the scope of certification;
  - 3.1.8 not allow reference to its certification to be used in such a way as to imply that its product (including service) or process has been certified;
  - 3.1.9 discontinue the use of any form of statement regarding the certification which in the opinion of RCSB is misleading;
  - 3.1.10 not use or permit the use of the certificate or part thereof in a misleading manner;
  - 3.1.11 not use its certification in such a manner that would bring RCSB and/or its certification system into disrepute and lose public trust;
  - 3.1.12 implement and maintain a Management System in accordance with the applicable MSPO Standards to which it is certified;
  - 3.1.13 notify RCSB within one (1) month from occurrence of any changes which may affect the capability of the Management System to continue to fulfil the requirements of the standard including but not limited to changes in the name of organization, address or location of facilities, legal status, commercial status, ownership status, scope of operation under the certified Management System and key management personnel of the Certificate Holder;
  - 3.1.14 keep and make available records of all complaints and the corrective actions taken relating to the activities covered under the Scope of Certification;
  - 3.1.15 upon withdrawal of its certification, refrain from further claims to certification which shall include discontinuation of the use of the Certification Mark in all publications and advertising materials within one (1) month from the date of withdrawal of the Certificate;
  - 3.1.16 not refuse permission to representative(s) of the relevant accreditation and/or recognition bodies who may wish to witness the conduct of an audit by the representative(s) of RCSB at the Certificate Holder's location of facilities;
  - 3.1.17 permit RCSB to provide copies of the audit report and the related findings to the relevant accreditation and/or recognition bodies when so requested by the accreditation and/or Scheme Owner.
- 3.2 For the purpose of the audit to be carried out by RCSB, the Certificate Holder shall: -
- 3.2.1 permit the representative(s) of RCSB to have access during working hours to the location of facilities of the Certificate Holder, at least once a year for the purpose of ensuring continued compliance of the Certificate Holder to the Standard and this Agreement.

#### **4. PAYMENT**

- 4.1 The Certificate Holder shall pay to RCSB an application fee, annual fee and costs for all audits undertaken by RCSB with regard to the certification of the Certificate Holder. The Certificate Holder shall also pay to RCSB all costs incurred by RCSB for the purpose of conducting additional audits or special audits to verify corrective actions taken in response to the Certificate Holder's non-compliance with the terms of this Agreement or to investigate complaints received against the Certificate Holder or to evaluate changes to the Certificate

Holder's Management System at the rates to be determined by RCSB and accepted by the Certificate Holder.

## **5. OBLIGATIONS OF RCSB**

### **5.1 RCSB shall:**

- 5.1.1 send a representative to the address of the Certificate Holder's location of facilities at its discretion but in any case, not less than once in a year for the purpose of verifying that the obligations of the Certificate Holder imposed by the Agreement are being carried out;
- 5.1.2 renew the Certificate prior to expiry upon satisfactory verification of Certificate Holder's continued compliance with this Agreement;
- 5.1.3 notify the Certificate Holder of any changes relating to the certification requirements and allow reasonable time for the Certificate Holder to meet the revised certification requirements;
- 5.1.4 ensure that all personnel, including any committee members, contractors, personnel of external bodies or individuals acting on behalf of RCSB keep confidential all information obtained or created during the performance of RCSB's activities except as required by law.

## **6. CONFIDENTIALITY**

### **6.1 RCSB shall not without the Certificate Holder's prior written consent voluntarily disclose information obtained in confidence during the performance of the certification activities unless such information:**

- 6.1.1 was in the possession of RCSB prior to the disclosure by the Certificate Holder and was not acquired directly or indirectly from the Certificate Holder; or
- 6.1.2 was already part of the public domain at the time of the disclosure by the Certificate Holder; or
- 6.1.3 becomes part of the public domain through no fault of RCSB; or
- 6.1.4 is received by RCSB from a third party who did not require RCSB to hold it in confidence and did not acquire it directly or indirectly from the Certificate Holder under a continuing obligation of confidence; or
- 6.1.5 is disclosed by RCSB pursuant to judicial compulsion or by contractual arrangements with its accreditation body provided that the Certificate Holder is notified of the information provided unless such notification is prohibited by law.

### **6.2 This Clause 6 shall survive the discontinuance or termination of this Agreement for a period of five (5) years from such discontinuance or termination.**

## **7. SUSPENSION AND WITHDRAWAL**

### **7.1 This Agreement shall continue to be in effect in accordance with the validity period of the Certificate unless suspended or withdrawn as herein provided.**

### **7.2 Suspension or Withdrawal by RCSB**

RCSB may at its discretion suspend, withdraw or refuse to renew the Certificate if the Certificate Holder:

- 7.2.1 ceases to supply the product, process or service or any part thereof (which is the subject matter of the Certificate) for more than six (6) months;

- 7.2.2 ceases to operate the Management System in accordance with this Agreement and/or the Standard;
  - 7.2.3 makes any arrangements or composition 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 its reputation and good faith as a trader;
  - 7.2.4 fails to inform RCSB of any change of its name, address or location of facilities, legal status, commercial status, ownership status, scope of operation under the certified Management System and key management personnel of the Certificate Holder within one (1) month from such change;
  - 7.2.5 refuses to allow RCSB to carry out surveillance audit within the specified period and/or recertification audit prior to the expiry of the Certificate;
  - 7.2.6 fails to pay, within ten (10) days of receipt of a letter of demand from RCSB , any fees and expenses due to and invoiced by RCSB;
  - 7.2.7 refuses to permit representative(s) of the relevant accreditation and/or recognition bodies who may wish to witness the conduct of an audit by the representative(s) of RCSB at the Certificate Holder's location of facilities.
- 7.3 Any decision to suspend, withdraw or not renew the Certificate by RCSB and the relevant ground(s) under Clause 7.2 herein shall be communicated to the Certificate Holder in writing.
- 7.4 In the event the Certificate Holder's Certificate is being suspended, withdrawn or refused for renewal by RCSB and the Certificate Holder who is dissatisfied with the decision of RCSB may appeal against the decision for such suspension, withdrawal or refusal for renewal. RCSB shall make the appeal procedure available to the Certificate Holders upon request.
- 7.5 **Withdrawal by the Certificate Holder**
- 7.5.1 This Agreement may be terminated by the Certificate Holder at any time upon written notice to RCSB. Termination of this Agreement shall result in the termination of the Certificate.
- 7.6 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 Certificate Holder of its obligation to indemnify RCSB hereunder.

## **8. LIABILITY AND INDEMNITY**

- 8.1 The Certificate Holder hereby agrees that RCSB neither assumes nor accepts any responsibility for any injury or damage to the Certificate Holder's property or personnel that may occur during or as a result of activities wherever performed, whether performed in whole or in part by the Certificate Holder or RCSB under this Agreement and whether or not any equipment, facility or personnel for or in connection with the activity is furnished by the Certificate Holder or RCSB except when such injury or damage results solely from the negligence on the part of RCSB.
- 8.2 The Certificate Holder shall defend, indemnify and hold harmless RCSB, its directors, officers and representatives from and against any and all liabilities, losses, costs and expenses incurred or sustained by any third party resulting directly or indirectly from the third party's reliance in whatever manner on the Certificate for the sites and scope(s) listed therein and/or any breach of the Certificate Holder's obligations under this Agreement.

## **9.0 GENERAL PROVISIONS**

### **9.1 Notice**

Any notice, approval, consent, request or other communication required or permitted to be given or made under this Agreement shall be in writing and delivered by hand or courier to the address stated in this Agreement or other addresses as may be notified by either party and/or transmitted by facsimile.

### **9.2 Laws Applicable**

This Agreement shall be governed by and construed in accordance with the laws of Malaysia and the Parties agree not to invoke sovereign immunity with regards to its obligation under this Agreement.

### **9.3 No Partnership**

Nothing herein shall be construed to create a joint venture or a partnership between the Parties.

### **9.4 Time**

Time whenever mentioned shall be of the essence of this Agreement.

### **9.5 Assignment**

Neither party shall have the right to assign this Agreement or any part thereof without the prior written consent of the other party which consent shall not be unreasonably withheld.

### **9.6 Severability**

If any provision of this Agreement is rendered invalid, illegal or unenforceable for any reason, such provision shall be severed and the remainder of the provisions herein shall continue in full force and effect.

### **9.7 Waiver**

The failure by RCSB to enforce at any time or for any period any one or more of the terms and conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement.

### **9.8 Ownership**

Certificate Holder acknowledges and agrees that RCSB is the sole owner of the Certification Marks and all associated goodwill, and Certificate Holder shall take no action and make no statement inconsistent therewith. Certificate Holder shall not challenge or contest, or cause any third party to challenge or contest, RCSB's rights in the Certification Marks, the validity of the Certification Marks, or any registrations therefore, or the validity of this Certification Agreement.

### **9.9 Amendment**

Any amendment or variation to the Agreement shall not be effective unless made in writing and signed by the authorized representatives of both parties.

### **9.10 Successors' Bound**

This Agreement shall be binding upon the Parties and their respective successors-in-titles and permitted assigns.

### **9.11 Annexures and Appendices**

All annexures and appendices to this Agreement shall form an integral part of this Agreement.

In witness whereof the parties hereto set their hands the day and year above written:

**Rehpro Certification Sdn. Bhd.**

**Certificate Holder**

.....  
**Authorised Signatory**  
Name :  
Designation :

.....  
**Authorised Signatory**  
Name:  
Designation:

.....  
Witness  
Name :

.....  
Witness  
Name:

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