



ISO Experts Pty Ltd – Certification Agreement for ISO 20252 Certification

1. APPOINTMENT OF COMPANY

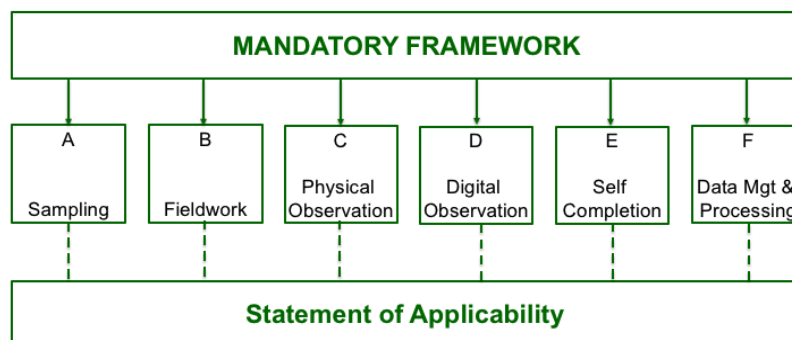
- 1.1 ISO Experts agrees to provide the Services and the Client agrees to acquire the Services in accordance with the terms and conditions of this Agreement.
- 1.2 Subject to otherwise complying with its obligations under this Agreement, ISO Experts shall exercise its independent discretion as to the most appropriate and effective manner of providing the Services.

2. TERM

- 2.1 The term of this Agreement will begin on the Commencement Date and will continue until written notice is served to either party requesting termination of the agreement.

- 3. **CERTIFICATION PROGRAMS – ISO 20252.** Note: All new company certifications commencing in or after March 2019 will need to address ISO 20252:2018. Certified companies will have until December 2020 to comply to this new standard.

MANDATORY FRAMEWORK + ANNEXES



- 3.1 **Small Business Program requirements:** less than 6 FTEs and only one office location.
- 3.2 **Medium Business Program requirements:** 7 to 30 FTEs, ISO 20252 Mandatory framework and unlimited Annexes per audit. No more than 2 office locations.
- 3.3 **Planning for Small and Medium programs:** For new certification, the initial certificate shall be issued for one year only. After the first year, at the commencement of surveillance audits the certificate shall be issued for 24 months. Recertification audits shall issue certificates for 36 months thereafter. Remote audit scheduling procedure: 3 months prior to the scheduled audit date an email is sent to the client from ISO Experts. The email informs the client of the due date of audit and invites the client to provide the data for audit anytime from the date of receipt of the email to the due date [anytime within the 3 months window]. If no response for data is received within a month of the due

- date, a reminder email [cc. to sarah@amsro.com.au] is sent and phone call to the CEO is made. If the surveillance audits are not completed, this could be cause for Suspension of certification (see 3.7).
- 3.4 **Large Businesses:** More than 30 FTEs. The certification cycle runs for three years from the date of initial certification. Certification requires annual surveillance on-site audits in order to remain current.
- 3.4a **Initial Certification:** is a two-stage process. A) **System Review:** The client's system documents are reviewed against the requirements of ISO 20252. If the documents do not comply, the client must address the Areas of Concern raised and re-submit the documented system for another review. Once it has been determined that the documented system does in fact meet the requirements of ISO 20252, the second stage B) **On-site Audit:** The auditor or audit team will visit the client's office(s) to review evidence that the management system is effectively implemented across the organisation. If Major Non-conformances (see 3.5) are raised at this audit, certification cannot be granted until all Major Non-conformances are downgraded to Minor Non-conformances or closed out. Certification can be granted with some Minor Non-conformances providing that those non-conformances do not severely impair the effectiveness of the management system to meet the requirements of the standard.
- 3.4b **Annual Surveillance:** All Annual Surveillance audits will be conducted at the client's office(s). ISO 20252 Mandatory framework and unlimited Annexes per audit.
- 3.5 **Major Non-conformances:** The absence of, or the failure to implement and maintain one or more requirement(s) of the certification standard, or instance that would raise significant doubt as to the capability of the management system. Major Non-conformances in most cases will be specifically raised against clauses of the standard or breach of legislation. Requires formal corrective and preventative action to be taken in the time frame specified by the assessor (in most cases under three months). Certification/Recertification cannot be granted until Major non-conformances are closed or downgraded to minor. Certification may be reduced, suspended or withdrawn if corrective action is not taken within the specified timeframe. Based on the circumstances of the non-conformance, the assessor will advise how the non-conformance will be closed e.g. full follow up assessment, short visit to verify action, email records etc. This will be agreed in the closing meeting.
- 3.6 **Minor Non-Conformance:** Deviation from the organisations planned arrangements. Generally, a minor non-conformance will be raised based on several occurrences that indicate a trend. One off and isolated instances of deviation from planned arrangements will typically be an observation. Minor non-conformances will typically be raised against the organisations documented plans or partial clauses of the standard. Requires formal corrective and preventative action by the client before the next assessment or in a time frame specified by the assessor.
- 3.7 **Suspension of Certification:** If the annual surveillance audit (remote or on-site) is not completed within 12 months of the previous audit, 30-day notice will be given that the audit is now Overdue. If this Overdue audit is not completed within the 30 days, ISO Experts will Suspend the client's certification. The Client must immediately cease and desist from all use and/or display in any manner whatsoever of all logos, marks, signs, brochures, marketing materials and other materials (whether in tangible or intangible form or electronic or otherwise) indicating that they are certified to ISO 20252. AMSRO will be notified of the suspension.
- If Major Non-conformances are not closed out within the 60-day period, a 30-day notice will be given that certification will be suspended if the Major Non-conformances by the end of the 30-day notice.

3.8 **Withdrawal of Certification.** If certification that has been suspended has not been made current within 6 months of the date of suspension, ISO Experts will Withdraw certification and notify AMSRO.

4. ISO EXPERTS PTY LTD OBLIGATIONS

4.1 ISO Experts must take all reasonable commercial steps to ensure that during the term ISO Experts:

- a) Provides the Services:
 - (i) Utilising ISO Experts knowledge and expertise and exercising the due care and skill that would be expected of an experienced and appropriately resourced professional person providing services the same or similar to the Services; and
 - (ii) In compliance with all applicable laws and regulations; and
 - (iii) Utilising such ISO Experts Personnel who, in ISO Experts absolute opinion, have met the criteria set by the standards known as ISO 19011 & ISO 17065, and
- b) Notify Clients of changes to the certification standard with adequate time for the Client to implement systems to comply with the changes to the standard.

5. CLIENT'S OBLIGATIONS

5.1 The Client must take all reasonable commercial steps to ensure that during the Term **the Client:**

- a) Co-operates with ISO Experts in the performance of the Services and provides ISO Experts with such assistance, facilities and timely access to any premises and information (including but not limited to records) that ISO Experts reasonably requires to provide the Services including but not limited to the Client's premises, Client Personnel, data, information (including Confidential Information), systems, records, documents and other materials. This includes regularly scheduled audit activities and short notice audits required to respond to complaints and follow up non-conformances;
- b) Provides Client Personnel, as reasonably required by ISO Experts, who are adequately qualified experienced and have the necessary skills commensurate with their roles to work with ISO Experts Personnel in performing the Services;
- d) Complies at all times with all requirements of ISO 20252 standard and, where non-conformity is identified by ISO Experts, take action to eliminate the cause of non-conformity within the required time frame detailed in the audit report;
- e) Complies at all times, and demonstrates such compliance upon request by ISO Experts, with all changes to, and updates of, Standards as notified to the Client by ISO Experts from time to time;
- g) Shall make available when requested, the records of all communication (including complaints and corrective action) with external interested parties relevant to the management system. On receipt of complaints and non-conformance from interested parties the Client shall initiate investigation into the cause of the complaint or non-conformance as per their management system improvement procedures; and / or
- h) Shall advise ISO Experts of any changes to the business or the management system that may impact the capability of the management system to continue to fulfil the requirements of the standard used for certification. Included but not limited to changes to legal entity, ownership,

key management, contact details, scope of operations or major changes to management system procedures.

- i) If the Client provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- h) The Client must not use its Market Research Certification in such a manner as to bring ISO Experts into disrepute and does not make any statement regarding its Market Research Certification that ISO Experts may consider misleading or unauthorized.

5.2 In addition to its obligations under clause 5.1, the Client acknowledges and agrees that **ISO Experts:**

- a) May, in its absolute discretion, appoint any one or more qualified ISO Experts Personnel (including but not limited to contractors) to perform all or part of the Services from time to time as ISO Experts determines appropriate, and may change or re-assign such person/s in ISO Experts absolute discretion at any time with as much prior notice to the Client as reasonably practicable but without giving reasons to the Client;
- b) Is dependent for the performance of the Services upon the timely and effective performance of the Client's obligations under clause 4.1 and the making of timely decisions and approvals by the Client in connection with the Services;
- c) is not liable and has no responsibility for any delay or failure to meet ISO Experts obligations under this Agreement to the extent that such delay or failure is attributable to, or arises from, or is related to, an act or omission of the Client (whether negligent or otherwise) or a failure by the Client to perform any one or more of its obligations under clause 4.1 or any other provision of this Agreement;
- d) Is, in performing the Services, dependent upon or uses data, information (including Confidential Information), systems, records, documents, materials and other information provided to it by the Client or on behalf of the Client without any independent investigation or verification of same. ISO Experts is entitled to rely upon the accuracy and completeness of such information in performing the Services and providing the Deliverables. Notwithstanding any other provision of this Agreement, ISO Experts will not be liable or responsible for any loss or damage suffered or incurred by the Client or any other person or entity as a result of ISO Experts reliance on any inaccurate, incomplete or omitted data, material or other information provided by or on behalf of the Client;
- e) Will be entitled to rely on all of the Client's decisions, and any decision by the Client to implement any advice and/or recommendations made by ISO Experts is the sole responsibility of the Client; and/or
- f) Will make all reasonable commercial efforts to ensure that none of ISO Experts Personnel assigned by ISO Experts to perform work relating to the Services has a conflict of interest with the Client and provision of the Services. However, in the event of a conflict of interest becoming known to ISO Experts Director's, the Client further acknowledges and agrees that ISO Experts may immediately terminate the assignment of such person in performance of the Services and may immediately replace them with any such other person (subject to clause 3.1 a) (iii)) as ISO Experts determines appropriate.

- g) Has calculated Services fees on information provided. If this information changes, ISO Experts will be entitled to change the service fees accordingly.
- h) May, change the nominated duration's mid-cycle as a result of changes in the client's circumstances.

6. SERVICES FEE

6.1 In consideration for the provision of the Services, the Client must:

- a) Pay ISO Experts all Services Fees; and
- b) Pay all Services Fees in accordance with the fee proposal and, unless otherwise prior agreed with ISO Experts, ensuring that all payments are in immediately available funds, by direct credit to such bank account as ISO Experts lawfully nominates within the 14-day payment term.

6.2 **Out of pocket expenses:** The Client shall be solely responsible for all out of pocket expenses incurred by ISO Experts or any ISO Experts Personnel in providing the Services including but not limited to travel, accommodation and all other reasonable expenses and must reimburse ISO Experts for all such expenses at cost.

6.3 In the event that, at any time, the Client fails to pay ISO Experts the Services Fees in strict accordance with clause 5.1 and the fee proposal, ISO Experts may (but is not obliged to do so), in ISO Experts absolute discretion, take any one or more of the following actions without liability to the Client, upon giving the Client written notice:

- a) Immediately stop performing the Services in whole or in part until such time as the outstanding payment is paid in full and clear funds;
- b) Cancel or suspend the certification including removal, until such time as the outstanding payment is paid in full and clear funds;
- c) Commence legal proceedings for recovery of the outstanding payment in full and clear funds; or
- d) Terminate this Agreement.

6.4 Without limiting any other provision of this Agreement, ISO Experts may consider any extenuating circumstances (but is not obliged to do so) of which the Client may notify ISO Experts at any time relating to the Client's difficulty in complying with clause 6.1 and the fee proposal, and (in addition to ISO Experts rights under clause 6.3) may agree a variation to the fee proposal with the Client.

6.5 **Taxes:** ISO Experts is an independent contractor. As such, subject to applicable laws, the Client must not withhold any tax or other payments from the compensation payable to ISO Experts under this Agreement without prior agreement with ISO Experts, and ISO Experts must:

- a) Be solely liable for the declaration, deduction and payment of all taxes on ISO Experts income derived hereunder; and

- b) Be solely liable for all workers' compensation, salary, wages, superannuation, annual leave, long service leave and other entitlements of its employees, and for the remuneration payable to its contractors, in relation to delivery of the Services.

7. GST

- 7.1 All services provided by ISO Experts are subject to GST. Inclusion or exclusion of GST will be clearly stated in the fee proposal and invoices issued to the client.
- 7.2 All GST must be paid at the time any payment to which it relates is payable (provided a tax invoice has been issued for the supply).

8. WARRANTY

- 8.1 ISO Experts and the Client warrant and represent to each other that:
 - a) It has full authority necessary to enter into and perform all of its obligations as set forth in this Agreement; and
 - b) This Agreement creates obligations which are legally binding on it and are enforceable against it in accordance with the terms of this Agreement.

9. RELATIONSHIP

- 9.1 ISO Experts is an independent contractor of the Client and nothing in this Agreement constitutes a relationship of joint venture, employment, agency or partnership between the Client and ISO Experts.

10. CONFIDENTIALITY

- 10.1 The Client and ISO Experts each agree to keep confidential the following information (whether disclosed before or after this Agreement is signed) ("**Confidential Information**"):
 - a) The details of the Services;
 - b) The terms of this Agreement;
 - c) All information and materials generated by a party for the purposes of negotiating and/or entering into this Agreement;
 - d) All information and materials generated by ISO Experts for the purposes of ISO Experts providing the Services;
 - e) All confidential information relating to the Business disclosed by ISO Experts or on behalf of ISO Experts to the Client;
 - f) All confidential information relating to the Client disclosed by the Client or on behalf of the Client to ISO Experts;

- g) All other confidential information of a party disclosed to the other party by any person or on behalf of a party or of which the other party becomes aware as a result of the parties entering into this Agreement and/or ISO Experts providing the Services (whether in tangible form or intangible and whether or not stored, compiled or memorialised physically, electronically, graphically, in writing or by any means now known or later invented) including but not limited to all documents, software, reports, financial or other data, records, forms, tools, products, services, methodologies, designs, plans, present and future research, technical knowledge, client details, supplier details, employee information, contractor information, marketing and sales information, financial information, trade secrets and other materials;
- h) All notes and reports prepared by a party incorporating or based on the information or materials referred to in any of paragraphs (a) - (g) above; and / or
- i) All copies of the information, materials, notes and reports referred to in any of paragraphs (a) - (h) above.

10.2 ISO Experts must use the Confidential Information of the Client solely for the purposes of providing the Services and may disclose the Confidential Information only to:

- a) The extent necessary to disclose to such of ISO Experts Personnel who have a need to know in order for ISO Experts to provide the Services or carry out any of its obligations under this Agreement, and who have been directed to keep the Confidential Information confidential; and
- b) The extent necessary to disclose to Third Party in order for ISO Experts to deliver the Deliverables, for the Client to obtain the certification specified as a Deliverable and for Third Party to publish on its public register the details of the certification.

10.3 The obligations of confidentiality under this Agreement do not extend to information that (whether before or after this Agreement is signed):

- a) Is rightfully known to or in the possession or control of the receiving party and not subject to an obligation of confidentiality on the receiving party;
- b) Is public knowledge (other than as a result of a breach of this Agreement);
- c) Is required by law to be disclosed, provided that as much prior notice of the disclosure is given to the non-disclosing party as is reasonably practicable;
- d) Is reasonably required by ISO Experts to be disclosed to or included in any documentation provided to third party in the course of ISO Experts providing the Services;
- e) Is independently developed by the disclosing party without benefit of the non-disclosing party's Confidential Information; or
- f) The parties otherwise agree may be disclosed (which agreement shall not be unreasonably withheld or delayed).

11. INTELLECTUAL PROPERTY RIGHTS

11.1 ISO Experts will own all material created by ISO Experts or any Company Personnel in performing Services under this Agreement, including but not limited to each report provided to the Client. To facilitate this, the Client:

- a) Assigns, and must ensure that the Client Personnel assign, to ISO Experts all existing and future Intellectual Property Rights in all such material (whether that material is created alone or jointly with the Client or any Client Personnel); and
- b) Acknowledges that by virtue of this clause 11.1 all such existing Intellectual Property Rights vest in ISO Experts on the day this Agreement is signed and on their creation all such future Intellectual Property Rights will vest in ISO Experts.

11.2 The Client acknowledges and agrees that ISO Experts provides certification, audit, training and other services the same or similar to the Services to other clients and that nothing in this Agreement may be deemed or construed to prevent or limit ISO Experts in any way from carrying on such business.

11.3 The client agrees to comply with the requirements governing the use of ISO Experts marks and logos as detailed in the 'use of certificates and logos' policy. The client also agrees to discontinue use of ISO Experts marks and logos following cancellation, suspension or withdrawal of certification.

12 LIABILITY AND INDEMNITIES

12.1 To the extent permitted by law, ISO Experts will not be liable to the Client for any direct or indirect loss, damage or costs or claims sustained as a result of the client not achieving certification within a given time or where certification has been suspended or cancelled due to the client failing to rectify non-conformances within the required time frame. This includes missed tender opportunities, loss of contracts, removal from tender panels and any other cancellation of an agreement requiring certification.

13 INSURANCE

13.1 Each party:

- a) Must effect and maintain statutory workers' compensation insurance to cover any claim by any employee of the party;
- b) Irrevocably waives all rights it may (but for this clause) have had from time to time against the other party in relation to or in connection with any claim by any employee of the party.

13.2 ISO Experts will take out and maintain the following valid and enforceable insurance policies:

- a) Public liability insurance policy for the amount of at least \$10,000,000 (ten million); and
- b) Professional indemnity insurance for the amount of at least \$10,000,000 (ten million).

14. TERMINATION

14.1 ISO Experts may terminate this Agreement at any time without prior notice where the Client fails to pay any amount payable by it to ISO Experts when due and payable and has not paid such amount within thirty (30) Business Days of written demand by ISO Experts for payment. This clause 14.1 survives any termination, cessation or expiry of this Agreement for any reason.

14.2 Either party may terminate this Agreement with immediate effect by giving written notice to the other party if:

- a) The other party materially breaches the confidentiality or intellectual property provisions of this Agreement as the context requires;
 - b) The other party materially breaches any other provision of this Agreement and fails to remedy the breach within 30 days after receiving written notice requiring it to do so; or
 - c) The other party suffers an Insolvency Event.
- 14.3 Upon termination, expiry or cessation for any reason of this Agreement, all Service Fees and out of pocket expenses accrued for Services performed up to and including the date of such termination, expiry or cessation become immediately due and payable. This clause 14.3 survives any termination, cessation or expiry of this Agreement for any reason.
- 14.4 Upon termination, expiry or cessation for any reason of this Agreement, the Client acknowledges and agrees that: The Client has no current certification by ISO Experts and is no longer certified by ISO Experts.
- 14.5 Upon termination, expiry or cessation for any reason of this Agreement, the Client must immediately cease and desist from all use and/or display in any manner whatsoever of all logos, marks, signs, brochures, marketing materials and other materials (whether in tangible or intangible form or electronic or otherwise) indicating that they are certified to ISO 20252. The Client must return all ISO 20252 certificates to ISO Experts.
- 14.6 Any termination of this Agreement shall be without prejudice to any claim or accrued rights or remedies which either party may have from any cause arising prior to its termination.
- 15. NATURE OF RELATIONSHIP**
- 15.1 ISO Experts is and will remain an independent contractor. No employment, agency, partnership or joint venture relationship between the parties, either express or implied, shall be created or may be construed by this Agreement.
- 16. DISPUTE RESOLUTION**
- 16.1 A party must not start Court proceedings (other than for non-payment of any amounts due and payable under this Agreement) in respect of a dispute unless it has complied with this clause 16.
- 16.2 A party claiming that a dispute has arisen must notify the other party to the dispute giving details of the dispute.
- 16.3 Within 15 Business Days after a notice is given under clause 16.2, the parties to the dispute must meet and use their best endeavours to resolve the dispute. If the dispute is not resolved within that timeframe, either party may refer the matter to the Australian Commercial Disputes Centre for the appointment of a mediator.



Certification Agreement

16.4 Any information and documents prepared or disclosed for mediation must be kept confidential and may not be disclosed or used except to attempt to settle the dispute.

16.5 Each party must bear its own costs of resolving the dispute under this clause 16 and, unless determined otherwise, must bear equally the cost of the mediator.

GOVERNING LAW

16.6 This Agreement is governed by the laws applicable in the State of Victoria and the parties submit to the jurisdiction of the courts of that State and to any court that hears appeals from the courts of that State.

16.7 ENTIRE AGREEMENT

16.8 This Agreement plus the fee proposal constitutes the entire agreement and understanding (express and implied) between the parties relating to the subject matter and supersedes and cancels all prior written or oral representations, agreements and understandings between the parties in connection with the Services.

17 SEVERABILITY

17.1 The whole or any part of any clause of the Agreement that is illegal or unenforceable will be served and will not affect the continued operation of the remaining provisions of this Agreement.

18 COSTS

18.1 Each party shall bear its own costs of and incidental to the negotiation and execution of this Agreement.

ITEM 8: ANNUAL SERVICES FEE AND EXPENSES

As stated in the most current documented fee proposal.

Signatures

Date

ISO Experts:

Client:
