

	CERTIFICATION AGREEMENT	Number: SCA-F-012 Rev: 0 Date: 30 Aug 2014
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NATIONAL STRUCTURAL STEELWORK COMPLIANCE SCHEME

LICENSING AGREEMENT FOR THE USE OF CERTIFICATE OF CONFORMITY AND CERTIFICATION MARK

Steelwork Compliance Australia (SCA), having its registered offices at Level13, 99 Mount Street North Sydney, NSW 2060 hereinafter referred to as the Certification Body and represented by the SCA Manager, hereby grants to having its registered offices at, and the facility subject to this Certification located at, hereinafter referred to as the Licensee, licence to certify the products and services covered by the appended National Structural Steelwork Certification Scheme, Certificate of Compliance, as approved by the Certification Body for such products and activities specified in the Certificate of Compliance which are controlled by the Licensee in accordance with the standards referred to in the Certificate of Compliance and the specific rules referred to in the Certificate of Compliance and on the conditions of the following general agreement (Agreement).

1: Regulations for assessment and certification.

The stipulations of the Rules for the Certification Body apply to this agreement as well as the standard(s) and the specific rules specified in the attached Certificate of Compliance.

The Rules are defined in document SCA-MAN-002 and are available on the Certification Body web site www.scacompliance.com

2: Rights and obligations

2.1 The Licensee agrees that the certified products and services constructed and supplied by it as specified in the Certificate of Compliance based on and attached to this Agreement will comply with the requirements stated in the standards and Rules specified in the Certificate of Compliance. Accordingly, the Certification Body authorises the Licensee to display the Certificate of Compliance and make use of the Certification Mark as stated in the Rules.

2.2 The Licensee agrees that the persons representing the Certification Body will have unobstructed access without prior notification to the premises of the facility covered by the license during the normal working hours of the facility on the audit scheduled time or in the case of a surveillance audit within a period of 2 weeks from notification.

2.3 The Licensee agrees that the products and services for which the Certificate of Compliance is granted will be produced to at least the same quality and the same management system as the Certification Body found by the audit process to be in conformity with the standard.

	CERTIFICATION AGREEMENT	Number: SCA-F-012 Rev: 0 Date: 30 Aug 2014
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3: Surveillance

3.1 The Certification Body carries out continuing surveillance of the Licensee's conformity with Licensee's obligations, in accordance with the conditions stated in the Rules for the certification system as specified in the Certificate of Compliance.

3.2 This surveillance is carried out by the Certification Body employees or by employees of agencies on behalf of the Certification Body.

4: Information on modifications in production

The Licensee shall inform the Certification Body of any intended modification in the product or services, the production processes, the quality system or any other matters as set down in the Rules

5: Complaints

The Licensee shall keep records and report to the Certification Body any complaints regarding those aspects of the products or Services covered by the Certificate of Conformity.

6: Publicity

6.1 The Licensee has the right to publish the fact that it has been authorised to promote its certification for the compliance capability and the construction category, for the period the certification applies.

6.2 The Certification Body ASCA provides the notification of certification compliance through its web site (www.scacompliance.com) and will remove the certification of compliance notification on the web site upon cancellation of this agreement with the Licensee, as appropriate.

7: Confidentiality

The Certification Body is responsible for ensuring that confidentiality is maintained by its employees concerning all agreed confidential information with which they become acquainted as a result of their contacts with the Licensee.

8: Payment

The Licensee shall pay to the Certification Body all fees and expenses in relation to the various audits and activities as defined in the Rules and as indicated on the Certification Body web site or on advice from the Certification Body Manager as laid out by the SCA governing committee.

SCA-F-012 Rev 0	This document is uncontrolled when printed. Please ensure you are viewing the latest version	This document remains the property of SCA and must not be shown or given to any third parties without the prior written permission of the SCA	Page 2 of 5
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	CERTIFICATION AGREEMENT	Number: SCA-F-012 Rev: 0 Date: 30 Aug 2014
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9: Agreement period

This agreement comes into force on, and remains in force until unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

10: Withdrawal of Certificate of Compliance

If withdrawal of the Certificate of Conformity is deemed necessary by the SCA manager under the rules of the SCA, the necessary time of notice prior to the withdrawal will be as follows:

Situation requiring the dispatch of notice that can lead to withdrawal	Days of notice prior to withdrawal
Manufacturer's wish to withdraw:	Minimum 60 days
The Certification Body determines that the product is hazardous:	None
Violation of an existing standard, for reasons other than safety:	Max 60 days
Non-payment of charges to certification body max.	30 days
Failure to meet other provisions of the Certificate of Compliance:	Max 60 days
Mandatory conformity with new requirements in relation to revision of a standard	As determined by the Certifying Body and with appropriate notice of the changes to the standard.

Advice of cancellation shall be sent by registered letter (or other confirmed communication equivalent) to the other party, stating the reasons and the date of termination of the Agreement.

11: Modification of the Code of Practice or the Rules

11.1 If the requirements of the Code of Practice or the Rules applying to this Agreement are modified, the Certification Body shall within a reasonable time and with reasonable notice inform the Licensee by registered letter (or equivalent means), stating at what date the modified requirements will become effective, and advising the Licensee of any need for a supplementary examination of the products which are subject to this Agreement.

11.2 Within an agreed period of time after receipt of the above notification described in paragraph 11.1, the Licensee shall inform the Certification Body by registered letter (or confirmed equivalent means) that it accepts the modifications. If the Licensee gives confirmation within the specified period of acceptance of the modification and provided the result of any supplementary examination is favourable, a supplementary licence will be issued or other modifications of the certification body's records will be made.

	CERTIFICATION AGREEMENT	Number: SCA-F-012 Rev: 0 Date: 30 Aug 2014
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11.3 If the Licensee advises the Certification Body that it is not prepared to accept the modification within the time specified in accordance with 11.2, or if the Licensee allows the terms for acceptance to lapse, or if the result of any supplementary examination is not favourable, the Certificate of Compliance covering the audited compliance capability shall with agreement of the Governing Committee be withdrawn on at a date after the modified specifications become effective to the Certification Body, and provided in writing to the Licensee.

Article 12: Liability

The Licensee agrees that the Certification Body, in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties.

The Licensee acknowledges that the opinions and findings of the Certification Body represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that the Certification Body does not warrant or guarantee the correctness of its opinions or that its findings will be recognised or accepted by a third party.

The Licensee agrees that the distribution or promotion of any company literature or publication utilising a mark or certificate of compliance or description referring to the Certification Body SCA would mislead the public if such a company or publication is not eligible to use the marking or description or does not comply with the requirements of the Certification Body or if the Certification Body certification or certification mark is used in any other way than as herein provided.. Note: In no circumstances can the mark or certification or reference to the SCA, apply to a product.

For these and other reasons, the Licensee agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of the Certification Body restraining the Licensee from further use of the Certification Body certification or certification mark any other reference to the Certification Body in any manner whatsoever, and from any further distribution or promotion of said company literature or publication bearing the Certification Body certification or certification mark or any other reference to the Certification Body and any other relief which may be deemed appropriate.

Such temporary injunction shall not, however, restrain the distribution of company literature or publication utilising a mark or certificate of compliance already utilising the Certification Body certificate or certification mark which have been previously found to be in compliance with the requirements of the Certification Body at the time. The granting or issuance of such temporary injunctions shall not affect the right of the Certification Body to compensatory and punitive damages for the misuse of the

	CERTIFICATION AGREEMENT	Number: SCA-F-012 Rev: 0 Date: 30 Aug 2014
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Certification Body certification or its name, abbreviations, mark or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement.

The Licensee agrees to hold the Certification Body (harmless) and to indemnify the Certification Body against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the Licensee of the Certification Body certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement.

In the event that the Certification Body incorrectly records the Licensee's certification arrangements on the Register of Certificate Holders, or elsewhere, Licensee agrees not to hold the Certification Body liable in any way for any damage caused by such incorrect published certification information, unless such damage was the result of, a willful act or gross negligence by the Certification Body.

13: Appeal or dispute

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures of the certification body and as defined in the Rules

14. Governing Law.

This Agreement shall be governed by and interpreted according to the laws of New South Wales in the country of Australia and the parties submit exclusively to the courts of that jurisdiction.

Issued in duplicate and signed by authorised representatives of the certification body and the applicant.

For the Certification Body:

For the Licensee:

Date:

Date:

Signature:

Signature

Title:

Title: