# A G R E E M E N T No. \_\_\_\_

# on the Right to Use the Certificate of Conformity

**Cherkasy “\_\_\_\_” \_\_\_\_\_\_\_\_\_\_\_ 2024**

**\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as the Rights Grantor), represented by **\_\_\_\_\_\_\_\_\_\_\_**, acting on the basis of **\_\_\_\_\_\_\_\_\_\_\_**, on one side, and **\_\_\_\_\_\_\_\_\_\_\_** (hereinafter referred to as the Rights Holder), represented by **\_\_\_\_\_\_\_\_\_\_\_**, acting on the basis of **\_\_\_\_\_\_\_\_\_\_\_**, on the other side, hereinafter collectively referred to as the Parties, and individually as a Party, have entered into this agreement (hereinafter referred to as the Agreement) as follows:

**1. SUBJECT OF THE AGREEMENT**

**1.1.** The Rights Grantor grants the Rights Holder the right to use the Certificate of Conformity, registered in the Rights Grantor's Register on **\_\_\_\_\_\_\_\_\_\_\_** under
No. **\_\_\_\_\_\_\_\_\_\_\_** for the product (**\_\_\_\_\_\_\_\_\_\_\_**, manufactured by**\_\_\_\_\_\_\_\_\_\_\_**), which has passed the conformity assessment, for the duration of the Agreement.

**1.2.** This Agreement defines the legal and organizational foundations for the use of this Certificate of Conformity.

**2. RIGHTS AND OBLIGATIONS OF THE PARTIES**

2.1. In performing this Agreement, the Parties undertake to act within their competence and comply with the requirements established by the legislation in the field of certification.

2.2. The Rights Holder is obligated to:

2.2.1. During the validity of the certificate from \_\_\_\_\_\_\_\_\_\_\_ No. \_\_\_\_\_\_\_\_\_\_\_ (hereinafter referred to as the Certificate of Conformity), comply with the certification requirements, including any changes introduced, as communicated by the Rights Grantor.

2.2.2. Ensure that the produced and supplied products meet all the requirements of the regulatory documents for the products listed in the Certificate of Conformity.

**2.2.3.** Notify the Rights Grantor in advance of any product upgrades (modifications), changes in its design (composition), or configuration, with regard to the parameters confirmed during certification. Implement the planned changes only after informing the Rights Grantor. Additionally, inform the Rights Grantor of any changes made to the production process or quality system.

**2.2.4.** Keep records of all known complaints regarding the certified products related to compliance with certification requirements, immediately inform the Rights Grantor of them, and make these records available to the Rights Grantor, if necessary:

– Take appropriate measures regarding such complaints and any defects found in the products that affect compliance with certification requirements;

– Document the actions taken.

**2.2.5.** When using information about certified products:

– Make statements regarding certification only with respect to certified products;

– Not use product certification in a way that could harm the reputation of the Rights Grantor, and not make any statements regarding product certification that the Rights Grantor may consider misleading or unauthorized;

– In the event of suspension, cancellation, or expiration of the Certificate of Conformity, cease using all promotional materials containing information about the certified products, take the measures required by the certification scheme, and carry out any other necessary actions;

– Use certification only to indicate that the product is certified for compliance with the confirmed requirements.

**2.2.6.** In the event of suspension of the Certificate of Conformity due to identified non-compliance of the certified product:

– Develop and implement corrective actions to eliminate the causes of non-compliance of the product within the timeframes agreed with the Rights Granto;

– Inform the Rights Grantor about the actions taken and provide them with the revised product sample (if necessary) for inspection.

**2.2.7.** Do not sell the product in the event of cancellation or suspension of the Certificate of Conformity.

**2.2.8.** Ensure the confidentiality of the information received from the Rights Grantor and/or created during the certification process.

**2.2.9.** In the event of providing copies of certification documents to other parties, the documents must be reproduced in their entirety or as specified by the certification scheme.

**2.2.10.** In the event of providing copies of certification documents to other parties, the documents must be reproduced in their entirety or as specified by the certification scheme.

**2.2.11.** Comply with all requirements that may be defined by the certification scheme regarding the use of the conformity mark and information related to the product.

**2.2.12.** Immediately inform the Rights Grantor of any changes that may affect their ability to comply with certification requirements.

Examples of changes may include the following areas:

– Legal, commercial, organizational status, or ownership rights;

– Organization and management (e.g., key executives, decision-making personnel, or technical staff);

– Modification of the product or production process;

– Contact address and production facilities;

– Significant changes in the quality management system.

**2.2.13.** Ensure unrestricted access for representatives authorized by the Rights Grantor to all areas of production of the products covered by the Agreement, without prior notice.

**2.2.14.** Cover all costs incurred by the Rights Grantor related to technical supervision to ensure that the product continues to comply with the terms of the Agreement.

**2.2.15.** Ensure that certified products in long-term production continue to comply with the requirements for which certification was conducted.

**2.2.16.** Implement all necessary measures to:

– Implement evaluation and supervision as necessary, including providing documents and records for review, and ensuring access to the relevant equipment, areas, departments, personnel, and subcontractors;

– Consideration of complaints;

– Participation of observers, if necessary.

**2.3.** The Rights Holder has the right to appeal to the Rights Grantor regarding any disputes related to the Rights Grantor's decisions to suspend or cancel the Certificate of Conformity.

**2.4.** The Rights Grantor, if necessary (as specified by the certification scheme), conducts technical supervision to ensure that the product continues to comply with the terms of the Agreement. Technical supervision is carried out by the Rights Grantor's personnel authorized to act on its behalf.

**2.5.**The Rights Grantor undertakes to be responsible for the legal obligations related to managing all information obtained or created during the certification activities. All information considered in the certification process is deemed confidential. Information regarding the Rights Holder, received from sources other than the Rights Grantor, should be considered confidential.

Confidential information will only be disclosed by the Rights Grantor without the Rights Holder's consent in cases stipulated by the current legislation of Ukraine.

Access to confidential information contained in the Rights Grantor's certification file, without the Rights Holder's consent, is granted to the accreditation body of the National Agency for Accreditation of Ukraine (NAAU) during the accreditation process, provided that the members of the NAAU commission sign a confidentiality agreement.

**2.6.** In the event that the certification scheme introduces new or modified requirements that affect the Rights Holder, the Rights Grantor is obligated to inform them (by registered letter) of all such changes.

**2.7.** The Rights Grantor cancels the validity of the Certificate of Conformity for the product:

– In the event of a violation by the Rights Holder of the terms of the agreement regarding the right to use the Certificate of Conformity for the product;

– In the event of non-compliance with the requirements to which the product was certified, identified during the technical supervision of the certified product while the Certificate of Conformity is still valid;

– Based on the analysis of information received from the Rights Holder regarding changes in the product's design, when such changes affect its compliance with the requirements to which it was certified;

– Based on a written request from the Rights Holder.

The decision to cancel the validity of the Certificate of Conformity for the product is made by the Rights Grantor and becomes effective from the date of its adoption, with the Rights Grantor notifying the Rights Holder in writing within three working days, stating the grounds for the cancellation of the Certificate of Conformity for the product.

**3. OTHER TERMS**

**3.1**. The Agreement enters into force upon its signing by the Parties and remains in effect for the duration of the Certificate of Conformity, namely until **\_\_\_\_\_\_\_\_\_\_\_**.

**3.2.** The Certificate of Conformity is canceled (if such a decision is made) within the following timeframes:

|  |  |
| --- | --- |
| **Situation causing the cancellation of the right to use the Certificate of Conformity** | **Timeframe for cancellation of the right to use the Certificate of Conformity** |
| Desire of the Rights Holder to terminate the Agreement | By mutual agreement of the parties |
| Danger posed by the product to consumers, as discovered by the Rights Grantor | Immediately |
| Failure of the Rights Holder to implement the declared corrective actions and in other cases. | Determined by the Rights |

**3.3.**The notification of the cancellation of the right to use the Certificate of Conformity is sent to the other party by registered letter, indicating the reasons for the cancellation and the date of termination of validity.

**3.4.** The Rights Holder is responsible for ensuring compliance with the product specifications confirmed during certification, in accordance with the current legislation of Ukraine.

**3.5.**This Agreement is made and signed in two authentic copies, one for each Party, both of which have equal legal force..

**4.** **DETAILS AND SIGNATURES OF THE PARTIES**

|  |  |
| --- | --- |
|  **Rights Grantor**  |  **Rights Holder** |
| \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_ |
| \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ | \_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_ |

 (Signature) (Full Name) (Signature) (Full Name)

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