

CERTIFICATION AGREEMENT

<<DATE>>

Company Name

«Attention:»

«Address 1»

«Address 2»

«City,» «State» «Zip»

This **Certification Agreement** (“Agreement”) is made effective as of [date], by and between BMM Spain Testlabs s.l.u (BMM Testlabs) and [Clients name here] (Client) (collectively referred to as “the Parties”).

In consideration of the mutual covenants in this Agreement, BMM will perform product certification activities, as mutually agreed, to determine if Client product(s) (hereinafter “Products”) identified in the application are in compliance with determined regulations and technical standards.

The certification process is governed by ISO 17065.

1 General

- 1.1 This agreement is for the purpose of certification, as mutually agreed, and applied to all certifications for the Products, which will be performed in accordance with the Certification Regulations. This Agreement is limited to its express terms, specifications and conditions. It supersedes any prior written communications, memoranda or other understanding made between the Parties, unless otherwise specified herein.
- 1.2 BMM retains full discretion to determine if the Products are compliant with the Certification Regulations/ In the event that certification is not issued for the aforementioned Products, BMM agrees to advise Client in writing of the reasons thereof.
- 1.3 This Agreement may not be assigned to or acquired by any other person, form, or company without BMM’s written authorization.
- 1.4 The Client ensures that ongoing manufacturing of products will continue to fulfill the certification requirements originally applied at the time of certification. Modifications are allowed only per Section 3 of this Agreement.
- 1.5 The client commits to always fulfilling the certification requirements which including ongoing production and to the implementation of new or revised requirements as communicated by the BMM CB.

This document covers the requirements of ISO/IEC 17065:2012 clauses 4.1.2.1, 4.1.2.2, 4.1.3, 4.1.3.2, 4.5.1, 7.6.1, 7.10.2, 7.11.1, 7.11.2

Version 1.1, 16-Nov-2016

2 Scope of Performance

- 2.1 The scope of performance between the Parties is set forth in the quotation for proposed services provided by BMM and accepted by Client. The application and exhibits for certification identifies the Products for which certification is sought, and applicable standards to which the Products are to be evaluated for certification. The client shall comply with the relevant provisions of the certification program.
- 2.2 Upon BMM's reasonable request, Client shall supply BMM, at no charge, with all technical documentation and materials required for the evaluation of such Products. Technical documentation and materials include, but are not limited to, any relevant operating instructions, schematics, block diagrams, or photographs. Client shall provide all technical documentation to BMM in electronic format or as mutually agreed. Client shall supply a copy of records and appropriate personnel required for evaluation (e.g. testing, inspection, assessment, surveillance, reassessment) and resolution of complaints. Client shall make all necessary arrangements for the participation of observers as needed.
- 2.3 BMM may agree to accept test data from any ISO 17025 accredited laboratory and evaluate the Product on the basis of this data.
- 2.4 Promptly upon completion of any evaluation, BMM shall advise Client via letter or certificate whether the results are favorable, and what, if any, conditions, limitations or qualifications to the requested Certification exist.

3 Modifications to product

- 3.1 Client shall inform BMM, without delay, about any changes to the Product, manufacturing process which may affect the conformity of the Product.
- 3.2 If Client's Product, as modified, does not comply with the Certification Regulations, Client shall immediately endeavor to obtain compliance under the same Certification Regulations and shall, concurrently, remove any reference to the original certification indicating BMM's approval or certification, from its Product, as modified.
- 3.3 The Client shall keep all records of complaints and make these records available to BMM on request. The Client shall act responsibly toward complaints which it receives (from the market or BMM) regarding a Product's compliance with requirement of the relevant standard(s). Complaints made known to BMM may warrant a review of the granted certification to determine if further action is required or if the complaint affects compliance. If the Product is found non compliant, BMM will identify the non conformity to the client. The Client shall take appropriate action with respect to such complaint and any deficiencies found in the Product that affect compliance with the requirements for certification. The Client shall also document the actions taken to resolve the complaint and/or deficiency. The Client shall make records of complaints and actions available to BMM when requested.

4 Use of BMM Certification

- 4.1 Client shall not use or make reference of the BMM Certification or refer to BMM in any manner, in advertising, promotional, or other material that implies endorsement or approval of any Product by BMM beyond a determination of compliance with the certified Technical Standards. Client shall not use or make reference to its Product certification in such a manner as to bring BMM into disrepute and shall not make any statement regarding its certification which BMM may consider misleading or unauthorized. Client shall only use or make reference to the certification to indicate the Product certified is in conformity with the specified Certification Technical Standards.
- 4.2 If Client applies the certification to Products that do not comply with the certification Technical Standards or otherwise uses the Certification not in accordance with this Agreement, Client acknowledges that this certification may be withdrawn or suspended by BMM.
- 4.3 Client shall upon suspension or withdrawal of certification, discontinue its use of all advertising material that contains reference to the certification.

This document covers the requirements of ISO/IEC 17065:2012 clauses 4.1.2.1, 4.1.2.2, 4.1.3, 4.1.3.2, 4.5.1, 7.6.1, 7.10.2, 7.11.1, 7.11.2

4.4 If the Certification Technical Standards for a Product are modified, BMM shall notify the Client of the date beyond which the Certification may no longer be applied to the Product in the absence of recertification of the Product to the modified Certified Technical Standards.

4.5 In instances where certification documentation will be distributed, Client agrees to reproduce certification documentation only in its entirety.

5 **BMM Mark**

5.1 BMM Certified Mark - Terms & Conditions of Use

The BMM Certified Mark signifies that a specific product has met the criteria and been certified by BMM Testlabs.

The mark is administered by the BMM Quality Department.

BMM will grant use of the mark to any entity that meets the requirements as specified in these guidelines, for use with a specified product certification. There is no fee to use the mark.

For a Client wishing to use the mark on equipment previously certified, they must apply to use the mark using these guidelines. If a product has to be re-certified, then the Client must apply to re-use the mark. If an entity ceases to meet the requirements, then all usage rights will be revoked.

Once usage of the mark has been granted, the user may not transfer or assign rights of use to any other party. In such cases a new request should be made using these guidelines.

5.2 Requests to use the mark

Requests to use the mark must be submitted in writing to BMMCertified@bmm.com.

All requests must include:

Proof of authorization to use or exercise intellectual property rights of the product certified by BMM

BMM certification number/ID to confirm validity of BMM certification

All users must agree to BMM terms and conditions for usage of the mark.

5.3 Conditions of Use

The user must ensure that there is no ambiguity as to which product the mark is representing

Text must accompany the logo clearly stating the product that has been certified and the BMM reference number for that product

The mark may be used as specified in advertising, promotions, exhibits and correspondence both printed and online

The mark may not be used on packaging, business cards, building, vehicles or in any other manner that would indicate that BMM has approved, or endorsed, more than the specific product for which the mark was granted

The mark may not be used for any products or services not certified by BMM

The user shall not use the mark to make a misleading statement

The user will immediately cease use of the mark under any circumstance that BMM deems unacceptable

5.4 Placement Requirements

This document covers the requirements of ISO/IEC 17065:2012 clauses 4.1.2.1, 4.1.2.2, 4.1.3, 4.1.3.2, 4.5.1, 7.6.1, 7.10.2, 7.11.1, 7.11.2

On approval, BMM will supply a digital copy of the logo and required accompanying text

All usage of the mark must be submitted to BMM for approval, prior to publication

User must await BMM approval of usage before publication

The mark may not be changed, altered or modified from its original state

5.5 Termination of usage

BMM reserves the right to terminate use of the mark at any time

If the certified user does not adhere to the usage guidelines

If the certified user ceases trading or changes trading names

If the certified user has a court order, receiver, liquidator or becomes insolvent

If usage is terminated the user agrees to cease all use of the mark within 60 days.

5.6 Unauthorized Use

BMM will enforce its rights of the BMM certified mark under Spain and International laws to any unauthorized user, and as such, will seek legal remedies for any violations of BMM trademarks.

6 Surveillance Procedures

6.1 Client understands that BMM will be required to perform surveillance testing on a percentage of devices certified by BMM in order to ensure the continued validity of BMM issued certification.

6.2 Upon BMM written request, Client shall supply BMM at no charge at least one sample of each Product, including the necessary peripherals, other hardware or software (collectively support equipment) required for surveillance tests or evaluation.

6.3 Client agrees to provide BMM CB and possible participation of observers access to their facilities for the purpose of performing surveillance activities onsite, if deemed necessary.

7 Performance Times and Deadlines

- 7.1 BMM shall evaluate as mutually agreed, Clients Products within ten (10) business days of BMMs receipt of the relevant completed application, forms, samples, support equipment, and technical documentation, and shall work diligently until certification is granted or denied, or until Client decides to withdraw evaluation of such Products. Certification times may be dependent upon a timely response by the Client for information requested.
- 7.2 Any performance times, deadlines and quoted costs agreed to by BMM shall be construed as estimates.
- 7.3 General fee information is available on request.

8 Cooperation

- 8.1 Client shall provide at no cost to BMM, all commercially reasonable cooperation required of it. Client shall provide, and update in the event of any changes, Clients address, email, and phone numbers to BMM. BMM agrees that all such information will be held in confidence.
- 8.2 Client agrees to provide Accreditation Body access to their facility for the purpose of observing surveillance activities performed by BMM CB.

9 Confidentiality

- 9.1 BMM shall not disclose to third parties any proprietary technical or financial information designated by Client as confidential or proprietary or with like designation without the prior consent of the Client. An exception may be made for legal or regulatory reasons.
- 9.2 Any documents, reports, technical diagrams, test data, etc., made available to, produced at the request of or by BMM may be copied and retained in a confidential manner by BMM.
- 9.3 Certification information including certification number, date, product identification, manufacturer, and jurisdiction, is stored in an online database. Access to this database is made available to the Client, designees of the Client and representatives of the regulatory bodies the Product(s) have been certified for.
- 9.4 At a minimum, BMM CB will confirm the legitimacy of a certification for an identified product upon request.
- 9.5 If confidential information is to be released for legal reasons, the Client will be notified unless prohibited by law.

10 Invoicing

- 10.1 Invoicing shall be based on hourly rates as specified in the BMM proposal, and shall be itemized to Client. Client agrees to make payment on each invoice within 30 days of receipt of invoice. BMM reserves the right to amend or modify the service and/or fees in its proposal for certification services during the term of this agreement. Invoices will be issued at the end of the certification process, either on certification, denial of certification or withdrawal of application for certification.
- 10.2 If Client defaults in any way under section 9, BMM may elect to terminate or suspend its services. Client also agrees that BMM is entitled to reasonable attorneys fees should any action at law or in equity be brought by BMM to enforce Section 9 or to recover past due amounts.

11 Term and Termination

- 11.1 This Agreement shall remain in force commencing on the latter date of its execution for an initial term of one (1) year, and shall be automatically renewed for successive one year terms unless affirmatively terminated by either party upon not less than ninety (90) days written notice to the other party prior to the expiration of the then current term.

This document covers the requirements of ISO/IEC 17065:2012 clauses 4.1.2.1, 4.1.2.2, 4.1.3, 4.1.3.2, 4.5.1, 7.6.1, 7.10.2, 7.11.1, 7.11.2

- 11.2 Notwithstanding Section 10.1 above, this agreement or associated certifications may be terminated or suspended in whole or in part by BMM upon written notice to the client in the event of any of, but not limited to, the following conditions:
 - 11.2.1 Client fails to comply with, or otherwise breached, any of the provisions stated in this Agreement.
 - 11.2.2 Client becomes insolvent, enters into receivership or otherwise becomes bankrupt.
 - 11.2.3 Client ceases to produce or manufacture the relevant Product
 - 11.2.4 Client provides BMM with false or misleading information, or otherwise deceives BMM with respect to the Certification Technical standards with respect to the relevant Products to be certified.

12 Appeals and Disputes

- 12.1.1 Appeals to certification decisions shall be settled in accordance with the procedures of BMM's certification services.
- 12.1.2 This Agreement shall be governed by, construed and enforced in accordance with the laws of Spain, without regard to conflict of law principles. In the event litigation results from or arises out of this agreement the losing party shall reimburse the prevailing party with reasonable attorney's fees, court costs, arbitration fee's and other associated expenses.

WE AGREE WITH ALL TERMS, CONDITIONS AND SPECIFICATIONS AS STATED IN THIS AGREEMENT AND ITS SCHEDULES.

[Client Name]

BMM Spain Testlabs s.l.u

By: _____
[Authorized Officer]
[Title]

By: _____