



**Australasian  
Certification Authority  
for Reinforcing and  
Structural Steels Ltd  
(ACRS)**

**Certification Agreement  
Version 3.1**



## Certification Agreement

### DOCUMENT CONTROL

Date	Amendment	Approved by	New version number
05/12/2019	Additional reference to ACRS Mark after amendment of Scheme Rules approved at board meeting of 04/12/19. Minor editorial amendments	Board	3.1
05/12/2018	Added references to ACRS Traceability Scheme and amendment of Schedule 1 to include the Traceability scheme after approval of ACRS Traceability Scheme at board meeting 05/12/18. Minor editorial amendments	Executive Director	3
30/05/2018	Amendment of Schedule B "Services to be provided" to mirror ADM 002-01 List of Applicable Product Requirements V2.1 following board meeting 07/02/18. Addition of clause 5.2 regarding provision to ACRS of translated documents. Addition of reference to Product Requirements and Exemptions in clauses 8.1(l) and (w) to bring agreement into alignment with Scheme Rules. General minor editorial amendments.	Board	2
06/09/2017	Change of document ID from OPS 002-03 to ADM 016. Addition of clause 1 (c) clarifying that the Agreement applies to existing Certification. Addition of clauses 8.1.2 (j) and 11.3 relating to bullying and harassment of Representatives.	Board	1.2
22/02/2016	Minor editorial amendments	Executive Director	1.1
03/02/2016	Approval after board meeting 03/02/2016	Board	1.0
12/01/2016	Further drafting and editorial changes incorporating JAS-ANZ deed and schedule provisions. Addition of section numbers.		Drafts 3-7
02/11/2015	Second draft after crosschecking with all the client related requirements in ISO/IEC 17065:2012, ISO/IEC 17021:2011 and ISO/IEC 17021-1.		Draft 2
29/10/2015	First draft of a new Certification Agreement that can be used for all Applicant Firms for new certification and for existing Clients applying for revisions to the scope of existing certification. This single Certification Agreement can be applied in the case of management systems certification in accordance with ISO/IEC 17021, or for product certification or technical approvals in accordance with ISO/IEC 17065.		Draft 1



# Certification Agreement

---

## CONTENT

Document control .....	2
Content .....	3
1. Preamble .....	4
2. Recitals .....	4
3. Parties to the agreement.....	4
4. Terms, Definitions and Interpretation.....	5
5. Language and nomenclature .....	5
6. Services to be provided.....	5
7. Commitments of the Client .....	5
8. Use of certification and marks of conformity.....	7
9. Surveillance activities .....	12
10. Reduction of scope, withdrawal, suspension, or termination of certification .....	12
11. Complaints .....	14
12. Appeals.....	14
13. Use of subcontractors .....	14
14. Changes to certification requirements.....	14
15. Changes by the client.....	14
16. Transfer of certification.....	15
17. Intellectual property .....	15
18. Ownership of samples.....	16
19. Confidentiality .....	16
20. Liability and insurance.....	16
21. Force majeure .....	17
22. Survival and severability .....	18
23. Alteration of this agreement .....	18
24. Serving notice under this agreement.....	18
25. Governing law and jurisdiction.....	18
Schedule A - Parties to this Certification Agreement .....	19
Schedule B - Services to be provided.....	20
Schedule C - Fees and charges .....	23



## Certification Agreement

---

### 1. PREAMBLE

This Certification Agreement applies to:

- (a) all new applications for certification by the Authority;
- (b) all new requests for changes to the scope of existing Certification.
- (c) All existing Certified Firms and Certification

This Certification Agreement fulfils the requirements for certification agreements as specified in:

- AS/NZS ISO/IEC 17021:2011 *Conformity assessment - Requirements for bodies providing audit and certification of management systems* (which is the Standards Australia and Standards New Zealand identical direct text adoption of ISO/IEC 17021:2011);
- AS/NZS ISO/IEC 17065:2013 *Conformity assessment - Requirements for bodies certifying products, processes and services* (which is the Standards Australia and Standards New Zealand identical direct text adoption of ISO/IEC 17065:2012); and
- Joint Accreditation System of Australia and New Zealand (JAS-ANZ) accreditation requirements.

This Certification Agreement is a legally enforceable agreement between the Authority and Client.

### 2. RECITALS

*Whereas:*

(a) *the Client:*

- (i) *wishes to seek or maintain certification from the Australasian Certification Authority for Reinforcing and Structural Steels Ltd; and*
- (ii) *undertake to demonstrate their ongoing fulfilment of Certification Requirements; and*

(b) *the Australasian Certification Authority for Reinforcing and Structural Steels Ltd provides evaluation and audit services that may result in certification if the Client can demonstrate their ongoing fulfilment of Certification Requirements;*

*it is hereby agreed by the Client, and by the Australasian Certification Authority for Reinforcing and Structural Steels Ltd, that they will enter into a legally binding agreement (the 'Certification Agreement') as follows:*

### 3. PARTIES TO THE AGREEMENT

The parties to this Certification Agreement, and their formal contact details and authorised representatives are those listed in Schedule A.



## Certification Agreement

---

### 4. TERMS, DEFINITIONS AND INTERPRETATION

- 4.1. In this Certification Agreement, terms and definitions defined in the relevant Scheme Rules shall apply (See Schedule B for schemes operated by the Authority).
- 4.2. Headings are for ease of reference only and do not affect interpretation.
- 4.3. Should a dispute about the meaning of any term in this Agreement arise, the Authority may make a written determination as to the term's meaning. A written determination made under this clause shall be final and conclusive between the Parties.

### 5. LANGUAGE AND NOMENCLATURE

- 5.1. This Certification Agreement and all of the Services provided pursuant to it, including any drawings, documents, information, correspondence, audits reports, test reports, evaluation results and similar items shall be provided to the Authority in the English language.
- 5.2. Where any document provided to the Authority has been translated into the English language from the language of the original document, the Client acknowledges that the Authority shall in all cases rely solely on the English language version of the document.

### 6. SERVICES TO BE PROVIDED

- 6.1. The Authority agrees to undertake evaluation and audit activities that may result in certification if the Client demonstrates their ongoing fulfilment of Certification Requirements.
- 6.2. The nature of the evaluation and audit activities to be undertaken, the specific Certification Requirements, and the scope of certification (including site locations) are identified in Schedule B.
- 6.3. The fees and charges for the undertaking the evaluation and audit activities and providing any resulting certification are identified in Schedule C.

### 7. COMMITMENTS OF THE CLIENT

- 7.1. General undertakings and acknowledgements:
  - a) The undertakings in this Agreement are provided in reliance upon the Client's own examination and assessment of the benefits and costs of Certification by the Authority;
  - b) The Client acknowledges that it has fully informed itself about this Agreement and the associated Scheme Rules, including the Certification Requirements, and undertakes to inform itself of any amendments to the scheme and its requirements as and when they may be issued;



## Certification Agreement

---

- c) The Client acknowledges that it does not by signing this Agreement, nor by any Certification granted by the Authority, stand in an agency or partnership relationship to the Authority;
- d) The Client's undertakings made in this Agreement will be binding on the Client from the date it signs this Agreement;
- e) The Client acknowledges that the granting of Certification does not create any implied or actual or agency relationship to the Authority and no claim is allowed against the Authority;
- f) The Client acknowledges that the Authority in granting Certification provides no warranties or guarantees related to the products or services supplied by the Client;
- g) The Client acknowledges that this Agreement is entered into by the Client for the benefit of the Authority and in no way gives rise to any obligation or liability on the part of the Authority to the Applicant;
- h) The Client acknowledges that failure to comply with the requirements of this Agreement may be cause for withdrawal of the Firm's Certificate or Certificates ("Certification").

### 7.2. Fees

- a) The Client acknowledges that the Authority is entitled to impose fees upon the granting of Certification and for the maintenance of Certification;
- b) The Client acknowledges that the Schedule of Fees issued under the authority of the ACRS Board specifies the fees and the method of calculation to be applied by the Authority;
- c) The Client undertakes to pay to the Authority all and any fees imposed upon it as and when they fall due and agrees that any fees imposed by the Authority may be recovered from the Client by ACRS as a debt due and owing.

### 7.3. Withholding Taxes

- a) The Client agrees that in the absence of any offsetting measure all payments due to ACRS are to be paid in full without deduction of withholding taxes or any other indirect taxes in the Client's country;
- b) Should the Client be required by law to withhold tax on the amounts payable to ACRS, then such amounts shall be grossed up so that the net amount received by ACRS shall be equal to the invoiced fees that are due;
- c) Any additional amount payable as withholding or other indirect tax must be remitted by the Client in accordance with the applicable regulations in the Client's country.



## Certification Agreement

---

### 8. USE OF CERTIFICATION AND MARKS OF CONFORMITY

8.1. The Client agrees to:

8.1.1 Certification Requirements

- (a) continual fulfilment of the Certification Requirements, including implementing changes when they are communicated by the Authority;
- (b) ensuring certified products consistently fulfil the Product Requirements on an ongoing basis. (These Requirements are listed in ADM 002-01 List of Applicable Product Requirements);

8.1.2 Representation

- (c) not misrepresent its relationship with ACRS;
- (d) not claim any association whatsoever with the relevant Scheme, or Schemes, or that any Assessable Materials are Approved Materials, prior to the date of issue by the Authority of the Certificate or Certificates which are the subject of an application.
- (e) not make any statement regarding its certification or the Scheme that the Authority may consider misleading or unauthorized;
- (f) For the avoidance of doubt, a Firm may represent only that it is either:
  - a. certified by the Authority for supply of the Assessable Materials that are the subject of a current Certificate or Certificates, or,
  - b. not certified by the Authority;
- (g) not allow any statements related to its management system certification to be used in such a way as to imply that its products, services, or process are also certified;
- (h) only make statements regarding its certification on products and in communications such as product information and tags, product packaging, documents, brochures, advertising, internet, emails, or social media that are consistent with the scope of certification, and are in a manner that is prescribed and accepted by the Authority in relation to the use of the ACRS marks of conformity, and shall immediately take such steps as the Authority may require to correct any such misleading use;
- (i) not conduct its operations in a manner which may affect the confidence of the public or authorities in the reliability of the Scheme;
- (j) not bully, harass, intimidate, or coerce any Representatives in the performance of any of their duties;
- (k) not using its ACRS certification in such a manner as to bring the Authority into disrepute;



## Certification Agreement

---

### 8.1.3 Supply of materials

- (l) not supply products (“Assessable Materials”) within the scope of the Product Requirements that are not Approved by the Authority, or covered by an Exemption issued by the Authority;
- (m) not knowingly deliver, or sell, or knowingly permit the delivery or sale of Assessable Materials not covered by an Exemption granted by the Authority that do not comply with the requirements of the relevant Scheme or Schemes to which the Firm is Certified;

For the avoidance of doubt, this clause shall not preclude a Firm engaging in the manufacture and/or supply to appropriate customers of materials to Product Requirements, or specifications outside the scope of the ACRS Product Scheme, providing:

- a. appropriate documented procedures are maintained at all times which preclude the manufacture, Transforming and supply of all non-Approved Materials as Approved Materials;
- b. appropriate documented procedures are maintained at all times which positively identify and differentiate the manufacture, Transforming and supply of all Approved Materials from any non-Approved Materials; and
- c. such documentation is presented to the Representative for verification at each evaluation, or as required by the Authority.
- d. all materials so supplied are clearly distinguishable from Approved Materials (e.g. by product markings, or other means acceptable to the Authority).
- (n) correct any Deficiencies, taking prompt action to the satisfaction of the Authority to correct any Nonconformity identified by the Authority, or established through any complaint made to the Authority;
- (o) when providing copies of the Authority’s certification documents to other parties, ensuring those documents are reproduced and provided in their entirety;
- (p) basic information and the status of the Firm’s application or certification being made publicly available via the ACRS Certification Directory;
- (q) taking any necessary action prescribed by the Authority when incorrect references to the certification, or misleading use of certificates, marks, or any other mechanism for indicating certification, occurs;
- (r) enabling and facilitating the conduct of the evaluations and audits, and any surveillance activities, including:
  - i. the provision of documentation and records;





## Certification Agreement

---

- ii. unobstructed access without any necessary prior notice to the relevant site(s), location(s), area(s), equipment, personnel, and subcontractors, including testing facilities; and;
  - iii. allowing for the participation of observers; and;
- (s) investigating and keeping records associated with complaints.
- (t) receipt of a Certificate does not exonerate the Certified Firm from any liability imposed by law regarding the performance of its services and the performance, design, manufacturing, shipment, sale, or distribution of its materials. Irrespective of Long Term Quality Levels (LTQs) or test frequencies, or of any Certification or Evaluation by the Authority, It remains the sole responsibility of the Certified Firm to supply Approved Materials that conform with the Product Requirements;
- (u) it shall provide to the Authority, in writing, an updated list of all Assessable Locations upon any change to maintain at all times the currency of information held by the Authority and Certification issued by the Authority;
- (v) it shall declare and report all Assessable Materials for evaluation under the Scheme;
- (w) it shall neither manufacture, nor Transform Assessable Materials at locations that are not covered by a Certificate, or by an Exemption;
- (x) it shall purchase only Approved Materials, except where permitted by an Exemption. The purchasing practice shall indicate a positive link between the supplier and the Certified Firm to demonstrate traceability;
- (y) it shall supply only Approved Materials, except where either permitted by an Exemption under the Product Scheme, or for a Certified Location holding only Traceability Certification (i.e. not holding ACRS Product Certification). Failure to comply may be cause for withdrawal of the Firm's Certificate or Certificates;
- (z) sub-contracting of Transformation of Assessable Materials to be supplied as Approved Materials shall be performed only by Certified Firms at Approved Locations holding appropriate Certification;

### 8.1.4 Reporting to the Authority

- (aa) report to the Authority each quarter, in the format required by the Authority, by the due date and including the completed Declaration of materials manufactured, or supplied during the quarter, and (Product Scheme only) the Long-Term Quality test results required by the Scheme;
- (bb) report each quarter, in writing to the Authority and by the due date, a summary of the number and details of any complaints received from customers related to Nonconformity of any Approved Materials supplied to the relevant Product Requirements, together with corrective actions undertaken to rectify these items;
- (cc) report in writing to the Executive Director any changes in practice or conditions from those pertaining at the time of a satisfactory evaluation leading to approval. Unless



## Certification Agreement

---

the Firm receives confirmation, in writing from the Executive Director, that the changes do not render the Certificate invalid, it shall discontinue the Use of the Certification Mark;

- (dd) nominate for the approval of the Authority a management representative and one or more deputies authorised to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the requirements of the Client's Certificate or Certificates and who shall sign, annually a declaration to the effect that any changes in production, key personnel or other information relevant to the conditions under which the Certificate is held have been notified to the Authority;
- (ee) give The Authority's Representatives access during normal working hours to locations in which work that is the subject of the Certificate is being carried out for the purpose of examination of materials, processes, finished articles, methods of test, records, details of internal audits and systems or, if necessary, for establishing that the procedures for the cessation of approval described in these Rules have been carried out;
- (ff) ensure that all material samples, access, assistance, information, records, documentation, and facilities are made available to the Authority, when required by the Authority, including the assistance of properly qualified, briefed, and authorised personnel of the Firm;
- (gg) maintain and document a Quality Management System acceptable under the Product Requirements appropriate for the materials or services to be certified, and make available to the Authority copies of all or any part of the documented system requested should the Executive Director require it to be lodged with the Authority for reference purposes;
- (hh) not make or be involved in, directly or indirectly, any claim against the Authority whatsoever, and;
- (ii) keep records related to Certification for a minimum of seven years and be able to make these available to the Authority upon request;

### 8.1.5 Use of the Mark

To minimise risk to Certificate users, to Certificate holders, and to the Authority, the Authority restricts and monitors Use of its Mark to prevent misuse.

In regard to which the Applicant Firm or Certified Firm agrees that:

- (jj) its Use of the Certification Mark shall only be in relation to the individual Scheme and scope of certification held by the Firm (noting that a Firm may hold certification under one or more ACRS Schemes). That is, its Use of the Certification Mark and any Certificate and associated Certificate Number shall be only in respect of the manufacture of materials, the operation of processes, or the offering of services that are the subject of the Certificate at or from the addresses stated on the Certificate issued by the Authority. The Certification Mark shall not be used in a manner that



## Certification Agreement

---

may imply materials and/or processes are approved that are not covered by the Certificate;

- (kk) It shall not put any ACRS marks of conformity on laboratory test, calibration or inspection reports or certificates;
- (ll) it may display the Certification Mark on its website, provided that the Certification Mark is displayed as a hypertext link from its website to the URL of the Authority's website, [www.steelcertification.com](http://www.steelcertification.com);
- (mm) it shall not, during the period of validity of the Certificate or thereafter, register or attempt to register the Certification Mark or any imitation thereof, nor make or assert any claim of ownership to the Certification Mark as provided herein; and
- (nn) it shall, upon the suspension, withdrawal, or cancellation of a Certificate, forthwith discontinue the Use of the Certification Mark or any reference thereto and shall not thereafter Use any copy or imitation thereof, and shall prevent by all practical means marked product being placed on the market. Such action shall include the Firm immediately destroying all stocks of documentation carrying the Certification Mark and ensuring that it does not in any way imply continued association with the Scheme. The Authority may also require corrective actions to be undertaken, including product recall.



## Certification Agreement

---

### 9. SURVEILLANCE ACTIVITIES

- 9.1. The Client agrees to enabling and facilitating the conduct of the surveillance activities as prescribed in the Certification Requirements.
- 9.2. The Client authorises the Authority and its Representatives to conduct inspections at any of its premises for the purposes of confirming that Approved Materials, processes and methods are used in the production of Assessable Materials and supply of Approved Materials. This authority is intended and is a licence to the Authority's Representatives to enter the Client's premises and inspect the Client's premises, records, and production facilities at the Authority's discretion.
- 9.3. The Client further acknowledges that the Authority's rights extend to:
  - a) Unscheduled assessments;
  - b) Validation assessments;
  - c) Forensic audits, and;
  - d) Market testing of materials
- 9.4. The Client acknowledges and accepts full liability for the total costs of any Unscheduled office assessment, Validation assessment, Forensic audit or market testing conducted by the Authority.

### 10. REDUCTION OF SCOPE, WITHDRAWAL, SUSPENSION, OR TERMINATION OF CERTIFICATION

- 10.1. Changes to certification may be voluntary (requested by the Client), or involuntary (imposed by the Authority)
- 10.2. Suspension, withdrawal or termination of applications or certification may be made by the Authority in accordance with the Certification Requirements and notified to the Client.
- 10.3. The Client may voluntarily suspend, or withdraw their application or certification in accordance with the notice provisions within this Certification Agreement.
- 10.4. Nonfulfillment of Certification Requirements, including nonfulfillment of provisions of this Certification Agreement, can result in suspension, withdrawal or termination of applications or existing certification.
- 10.5. The Client acknowledges that the Authority has the right to reduce the scope, suspend, withdraw, or cancel Certification for:
  - a) a breach of the Conditions of Certification; or;
  - b) failure to comply with the Certification Criteria;
  - c) a Direction of the Authority.



## Certification Agreement

---

- 10.6. The Client acknowledges that it has read and understood and accepts the principles in the Rules under which reduction of scope, suspension, withdrawal, or cancellation of Certification will be applied.
- 10.7. The Client acknowledges that the Scheme Rules in no way limit the Authority's rights in relation to reducing of scope, suspending, withdrawing, or cancelling Certification under this Agreement.
- 10.8. The Client undertakes that upon any reduction of scope, suspension, withdrawal, or cancellation of its Certification, however determined, to:
- a) upon reduction of scope
    - (i) only provide Approved Materials as directed in the Notice of Reduction of Scope
    - (ii) cease to display or otherwise use the certificate and ACRS Certification Symbol as directed in the Notice of Reduction of Scope; and
    - (iii) inform its clients within the affected scope of the situation by registered letter or equivalent means within seven working days unless otherwise directed; and
    - (iv) satisfy any other conditions related to the circumstances of the details specified in the revised Certification.
  - b) upon suspension
    - (i) only supply Assessable Materials as directed in the Notice of Suspension;
    - (ii) cease to display or otherwise use the certificate and ACRS Certification symbol as directed in the Notice of Suspension;
    - (iii) inform its clients within the affected scope of the situation by registered letter or equivalent means within seven working days unless otherwise directed; and
    - (iv) satisfy any other conditions related to the circumstances of the suspension as specified in the Notice of Suspension;
    - (v) continue to report to the Authority all information and data as required by the Rules.
  - c) upon Withdrawal or Termination
    - (i) cease to display or otherwise use the certificate and ACRS Certification symbol as directed in the Notice of Withdrawal or Notice of Termination;
    - (ii) inform its clients of the situation by registered letter or equivalent means within seven working days unless otherwise directed.
    - (iii) cease to display or use in any manner ACRS Certification symbol;
    - (iv) pay any fees due within 30 days after Certification is Withdrawn or Terminated, and;
    - (v) satisfy any other conditions related to the circumstances of the withdrawal as specified in the Notice of Withdrawal or Notice of Termination.



## Certification Agreement

---

- 10.9. Upon suspension, withdrawal, or termination of applications or certification, the Client shall discontinue its use of all advertising matter that contains any reference to ACRS and its certification and agrees to take any action as required by the Authority (e.g. the return or recall of certification documents, public notices, or product recalls).

### 11. COMPLAINTS

- 11.1. The Client agrees to keep records of all complaints made known to it relating to the fulfilment of Certification Requirements and make these records available to the Authority whenever requested.
- 11.2. The Client agrees to take and document actions with respect to complaints and any deficiencies found with products covered by the scope of certification.
- 11.3. The Client agrees to assist the Authority in any investigation of a complaint made by a Representative of bullying, harassment, intimidation, or coercion against the Client.

### 12. APPEALS

- 12.1. The Client may appeal a certification decision of the Authority in accordance with the appeals procedure (OPS 009) that shall be provided by the Authority upon request.

### 13. USE OF SUBCONTRACTORS

- 13.1. The Client agrees to the Authority outsourcing or using subcontractors to undertake evaluation, audit and testing activities related to confirming the Client's fulfilment of Certification Requirements.

### 14. CHANGES TO CERTIFICATION REQUIREMENTS

- 14.1. The Client acknowledges that ACRS may impose further conditions or require further undertakings at any time prior to, or after any Certification is granted.
- 14.2. The Client agrees that any further conditions or further undertakings form part of this Agreement.
- 14.3. The Authority agrees to provide to Clients due notice of any changes to Certification Requirements, and shall provide instructions to verify that each Client fulfils any new requirements.

### 15. CHANGES BY THE CLIENT

- 15.1. The Client agrees to satisfy any administrative obligations set out in the Scheme Rules, or otherwise prescribed by the Authority in response to any of these changes.
- 15.2. The Client acknowledges that failure to notify the Authority of any changes or to implement required administrative action may result in suspension, or withdrawal of Certification.



## Certification Agreement

---

- 15.3. The Client agrees to inform the Authority without delay of any intended, anticipated, or actual change in its circumstances that may affect the capability of the Client to fulfil Certification Requirements. These matters may include, but are not limited to, changes in:
- (a) the legal, commercial, organizational status or ownership;
  - (b) organization and management (e.g. changes to key managerial, decision-making, or technical staff);
  - (c) production processes or equipment;
  - (d) arrangements for product testing;
  - (e) contact details, addresses, and sites;
  - (f) scope of operations that are covered by the scope of certification; and
  - (g) major changes to the management system and business processes.

## 16. TRANSFER OF CERTIFICATION

- 16.1. A Client wishing to transfer their existing certification from other certification bodies can be considered by the Authority provided:
- a) the certification body that issued the current certification is accredited with a relevant accreditation scope by a signatory member of the IAF Multilateral Agreement (MLA); and
  - b) the Authority is free to directly communicate with the certification body that issued the current certification about the Client's past performance.

## 17. INTELLECTUAL PROPERTY

- 17.1. The Client agrees that Intellectual Property and rights in data in all Certification Material vests in the Authority immediately upon its creation.
- 17.2. This clause does not apply to the ownership of Intellectual Property and rights in data for any of the Client's pre-existing Material or Third-Party Material.
- 17.3. The Client grants to the Authority a permanent, irrevocable, royalty free, world-wide, non-exclusive licence (including a right of sub-licence) to use, reproduce, adapt, communicate, and exploit that pre-existing Material and Third-Party Material in connection with the Certification Material.
- 17.4. The Client must obtain all necessary copyright and other Intellectual Property Right permissions before including any Third-Party Material in the Certification Material or using Third Party Material.



## Certification Agreement

---

- 17.5. The Client must protect all intellectual property and/or confidential information belonging to the Authority vigorously to the extent permissible by law.
- 17.6. If the Client has reasonable suspicion that there has been any event that infringes the rights of the Authority in relation to the Authority's intellectual property and/or confidential information, it will inform the Authority immediately in writing.

## 18. OWNERSHIP OF SAMPLES

- 18.1. The Client agrees that the ownership of any documentary, electronic or physical samples taken by the Authority during the course of evaluation or audit activities, including for the purposes of verification testing and complaints investigation, vests in the Authority from the point of taking the sample.

## 19. CONFIDENTIALITY

- 19.1. During this Certification Agreement and after the termination or expiry of this Certification Agreement, without prior written agreement with the Authority, the Client must not disclose the content of this Certification Agreement, any Certification Material or any fees or charges subject to this Certification Agreement, or any other information about the Authority.
- 19.2. Each party shall use its best endeavour to keep confidential any confidential information which it may acquire in relation to the affairs of the other party or its related companies including any subsidiary or clients, and shall not use or disclose such information except with consent in writing of other party and the client in connection with any legal proceeding arising out of this Agreement.
- 19.3. Certification Material may be disclosed by the Authority to other parties, such as accreditation bodies, for the purposes of recognition activities.
- 19.4. When the Authority is required by the law to release confidential information, the client or person concerned is, unless prohibited by law, notified of the information provided.

## 20. LIABILITY AND INSURANCE

- 20.1. The Client agrees to maintain insurance or reserves to cover any product liability associated with their products, whether or not they are certified by the Authority.
- 20.2. The Client acknowledges and agrees that the Authority will not, at any time be held liable or responsible for any claims, actions, demands, losses, damages, liability, costs or expenses which have been, or may in the future be, directly or indirectly suffered or incurred by the Client, or any other organisation or person, arising because of any act, omission or statement (including, but not limited to, any negligent act, omission or statement) made pursuant to, during, or in consequence of, an ACRS evaluation or audit or the granting of or failure to grant certification and the Authority is released from all such liability and responsibility.
- 20.3. The Client indemnifies and will keep indemnified ACRS to the fullest extent permitted by law against any claims, actions, demands, losses, damages, liability, costs or





## Certification Agreement

---

expenses that may be sustained by the any organisation or person as a result of any act, omission or statement (including, but not limited to, any negligent act, omission or statement) made pursuant to, during, or in consequence of, an ACRS evaluation or audit or the granting of or failure to grant certification.

### 21. FORCE MAJEURE

21.1. A Force Majeure Event is any event which is beyond the reasonable control of the Client, or the Authority, and which makes it impossible to perform an obligation under this Certification Agreement, including the following:

- (a) acts of God, lightning strikes, earthquakes, volcano eruptions, floods, storms, explosions, fires, pandemics, and any natural disaster;
- (b) acts of war (whether declared or not), invasion, acts of foreign enemies, mobilisation, requisition, or embargo;
- (c) acts of public enemies, terrorism, riots, civil commotion, malicious damage, sabotage, rebellion, insurrection, revolution, military usurped power, or civil war; or
- (d) contamination by radio-activity from any nuclear fuel, or from any nuclear waste from the combustion of nuclear fuel, radio-active toxic explosion, or other hazardous properties of any explosive nuclear assembly or nuclear component of such assembly.

21.2. A Party that does not perform an obligation under this Certification Agreement shall not be in breach to the extent that a Force Majeure Event caused the non-performance.

21.3. Where the Client believes there is likely to be a delay in performing an obligation under this Certification Agreement because of a Force Majeure Event the Client must:

- (a) immediately notify the Authority in writing of:
  - i. the likely delay and how long the Client believes it will last; and
  - ii. details of the likely effect and the Client's ability to perform the Certification Agreement;
- (b) take all reasonable steps to lessen (i.e. mitigate) the effects of any delay; and
- (c) use its best efforts to continue to perform its obligations under the Certification Agreement.

21.4. ACRS and the Client shall, as soon as practicable after receiving the notification, discuss whether the Certification Agreement can continue. If, following that discussion the Authority and the Client agree that the Certification Agreement can continue they may:

- (a) continue the Certification Agreement unchanged; or



## **Certification Agreement**

---

(b) change the Certification Agreement using the process in clause 41.

21.5. Nothing in this clause limits the Authority's ability to suspend, withdrawal or terminate the Application or Certification.

## **22. SURVIVAL AND SEVERABILITY**

22.1. Part or all of any provision of this Agreement that is deemed illegal or unenforceable by a court of law may be severed from this Agreement and the remaining provisions of this Agreement continue in force.

22.2. This Agreement remains in full force and effect even if the Client's Certification is suspended, withdrawn, or cancelled or the scope of the Client's Certification is reduced.

## **23. ALTERATION OF THIS AGREEMENT**

23.1. The Authority and the Client may change (i.e. vary) the terms of this Agreement by written agreement of the Authority only.

## **24. SERVING NOTICE UNDER THIS AGREEMENT**

24.1. Any notice served under this Agreement shall comply with the requirements of the Scheme Rules clause, "Serving Notice under the Scheme"

## **25. GOVERNING LAW AND JURISDICTION**

25.1. This Certification Agreement and the Rules (together with all other documents referred to therein) shall be governed by, and construed in accordance with the laws applicable in the state of New South Wales, Australia. The Client agrees to submit to the non-exclusive jurisdiction of the said courts for all purposes connected herewith.



# Certification Agreement

## SCHEDULE A - PARTIES TO THIS CERTIFICATION AGREEMENT

A.1 The parties to this Certification Agreement, and their contact details and authorised representatives are:

Certification body:	Australasian Certification Authority for Reinforcing and Structural Steels Ltd
Company, business number:	ACN 096 692 545, ABN 40 096 692 545
Short form name:	<b>ACRS</b>
Contact details for formal notices (Name, address, phone and email):	Philip Sanders Executive Director Australasian Certification Authority for Reinforcing and Structural Steels Ltd (ACRS) PO Box 1369 Crows Nest NSW 1585 AUSTRALIA Mobile: +61 (0)401 010 202 Phone: +61 (0)2 9965 7216 Facsimile: +61 (0)2 9965 7219 Email: psanders@steelcertification.com

Authorised representative contact details (Name, position, address, phone and email) Tick here if same as above

and

Client:	
Company business number:	
Short form name (if any):	
Contact address for formal notices (Name, address, phone and email):	
Authorised representative contact details (Name, position, address, phone and email)	Tick here if same as above <input type="checkbox"/>



## SCHEDULE B - SERVICES TO BE PROVIDED

### B.1 ACRS will provide the following evaluation and audit services to the Client:

Client name and registered business address:				
Business registration number (e.g. ABN)				
Type of certification	<input type="checkbox"/> Product certification	<input type="checkbox"/> Technical Approval	<input type="checkbox"/> Traceability Certification	<input type="checkbox"/> Management system certification
Relevant certification standard and ACRS Scheme	ISO/IEC 17065 ACRS Product Certification Scheme	ISO/IEC 17065 ACRS Product Certification Scheme	ISO/IEC 17065 ACRS Traceability Certification Scheme	ISO/IEC 17021 ACRS Quality Management Systems Certification Scheme
Specified requirements	<input type="checkbox"/> AS 1442-2007, Carbon steels and carbon-manganese steels - Hot rolled bars and semi-finished products <input type="checkbox"/> AS 1579-2001, Arc-welded steel pipes and fittings for water and waste-water <input type="checkbox"/> AS 3597-2008, Structural and pressure vessel steel-Quenched and tempered plate <input type="checkbox"/> AS 3600-2009, Concrete structures	<input type="checkbox"/> Government specifications – please specify:  <input type="checkbox"/> Manufacturers' specifications – please specify:  <input type="checkbox"/> Other – please specify:	<input type="checkbox"/> AS 1442-2007, Carbon steels and carbon-manganese steels - Hot rolled bars and semi-finished products <input type="checkbox"/> AS 1579-2001, Arc-welded steel pipes and fittings for water and waste-water <input type="checkbox"/> AS 3597-2008, Structural and pressure vessel steel-Quenched and tempered plate <input type="checkbox"/> AS 3600-2009, Concrete structures	<input type="checkbox"/> ISO 9001 Quality management systems



	<ul style="list-style-type: none"> <li><input type="checkbox"/> AS 5100.5-2017, Bridge design – Concrete</li> <li><input type="checkbox"/> AS/NZS 1163-2016, Cold-formed structural steel hollow sections</li> <li><input type="checkbox"/> AS/NZS 1252-2016, High-strength steel fastener assemblies for structural engineering— Bolts, nuts and washers</li> <li><input type="checkbox"/> AS/NZS 1594-2002, Hot-rolled steel flat products</li> <li><input type="checkbox"/> AS/NZS 3678-2016, Structural steel - Hot-rolled plates, floor-plates and slabs</li> <li><input type="checkbox"/> AS/NZS 3679.1-2016, Structural steel - Hot-rolled bars and sections</li> <li><input type="checkbox"/> AS/NZS 3679.2-2016, Structural steel - Welded I sections</li> <li><input type="checkbox"/> AS/NZS 4671-2001, Steel reinforcing materials</li> <li><input type="checkbox"/> AS/NZS 4672-2007, Steel prestressing materials</li> <li><input type="checkbox"/> AS/NZS 5100.6-2017, Bridge design – Steel and Composite Construction</li> <li><input type="checkbox"/> AS/NZS 5131-2016, Structural steelwork fabrication &amp; erection</li> </ul>		<ul style="list-style-type: none"> <li><input type="checkbox"/> AS 5100.5-2017, Bridge design – Concrete</li> <li><input type="checkbox"/> AS/NZS 1163-2016, Cold-formed structural steel hollow sections</li> <li><input type="checkbox"/> AS/NZS 1252-2016, High-strength steel fastener assemblies for structural engineering— Bolts, nuts and washers</li> <li><input type="checkbox"/> AS/NZS 1594-2002, Hot-rolled steel flat products</li> <li><input type="checkbox"/> AS/NZS 3678-2016, Structural steel - Hot-rolled plates, floor-plates and slabs</li> <li><input type="checkbox"/> AS/NZS 3679.1-2016, Structural steel - Hot-rolled bars and sections</li> <li><input type="checkbox"/> AS/NZS 3679.2-2016, Structural steel - Welded I sections</li> <li><input type="checkbox"/> AS/NZS 4671-2001, Steel reinforcing materials</li> <li><input type="checkbox"/> AS/NZS 4672-2007, Steel prestressing materials</li> <li><input type="checkbox"/> AS/NZS 5100.6-2017, Bridge design – Steel and Composite Construction</li> <li><input type="checkbox"/> AS/NZS 5131-2016, Structural steelwork fabrication &amp; erection</li> </ul>	
--	---	--	---	--



	<input type="checkbox"/> BS EN 10219, Cold formed welded structural hollow sections of non-alloy and fine grain steels <input type="checkbox"/> NZS 3109-1997, Concrete construction <input type="checkbox"/> NZS 3404.1-1997, Steel Structures Standard – materials fabrication and construction		<input type="checkbox"/> BS EN 10219, Cold formed welded structural hollow sections of non-alloy and fine grain steels <input type="checkbox"/> NZS 3109-1997, Concrete construction <input type="checkbox"/> NZS 3404.1-1997, Steel Structures Standard – materials fabrication and construction	
Specific production process(es)/ product(s) description	Please use ACRS Product Certification Application Form	Please use ACRS Product Certification Application Form	Please use ACRS Traceability Certification Application Form	Please use ACRS Management Systems Application Form

**Notes:**

- For product certification and/or Technical Approvals, all Assessable Materials and processes undertaken by the Applicant Firm must be declared

**B.2 Provision of evaluation and audit services, and award of certification**

The provision of evaluation and audit services by ACRS does not guarantee or automatically result in certification being granted. In each case it is the responsibility of the Client to demonstrate to ACRS that they consistently fulfil the relevant Certification Requirements, and only after that demonstration will ACRS be in a position to determine whether or not to grant certification.



## **SCHEDULE C - FEES AND CHARGES**

- C.1 Fees and charges for the evaluation and audit services of ACRS include:
- (a) evaluation fees;
  - (b) extra fees;
- and (where applicable)
- (c) an annual levy charge, and/or certification fee.
- C.2 Fees and charges are prescribed on at least an annual basis by the ACRS Board and are obtainable from the ACRS website ([www.steelcertification.com](http://www.steelcertification.com)).