

الهيئة السعودية للمواصفات والمقاييس والجودة Saudi Standards, Metrology and Quality Org.

License contract to use the Quality Mark logo

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Preamble

This contract is made between the Saudi Standards, Metrology and Quality Organization "SASO" (owner of the quality mark) and the establishment ([name of the establishment]) licensed to use the quality mark.

Parties to the contract:

- 1- First Party: Saudi Standards, Metrology and Quality Organization (SASO), hereinafter referred to as (SASO) Tel: +96614529999 Fax:+96614520193
 - P.O. Box: 3437 Riyadh 11471, Kingdom of Saudi Arabia.
 - Email: info@saso.gov.sa
- 2- Second Party: The establishment ([name of the establishment]) the applicant for the license to use the quality mark, hereinafter referred to as (the establishment). Address (Production Lines Headquarters): [Production Line Location]
 Tel: [] Fax: []

License:

Subject to this contract, SASO (owner of the quality mark) grant the licensed establishment the right to use the quality mark on the products and goods indicated in the license during the validity period of the license according to what is stated in the general technical regulation of the Saudi quality mark and the granting procedure regarding the product and the Saudi standard specifications described in the license.

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Article 1 - Rules for granting a license to use the quality mark:

- 1- The establishment undertakes to apply the conditions and requirements stipulated in the general technical regulation of the quality mark and the granting procedure regarding the product and the Saudi standard specifications for goods licensed to use the mark.
- 2- The establishment undertakes to apply all required modifications to the quality assurance management system as determined by SASO.
- **3-** In the case of continuous production, the establishment undertakes that the goods bearing the mark meet the requirements of the general regulation as well the granting procedure regarding the product and the Saudi standard specifications.
- 4- The establishment is committed to facilitating the work of SASO auditors during audit visits, facilitating the process of taking samples from production lines or stores, conducting tests on them at the establishment if required, providing all information and documents, including the methods of quality control followed in it and its production and quality records at any time, providing all necessary, powers or permits, and equipment to enable all members of the team of SASO to access the necessary production sites (including subcontractors) that must be audited, and take the necessary measures to exclude or address any obstacles, or interruptions, related to the provision of services or services provided by suppliers or related to the suppliers staff necessary for the production process, including the provision of escorts for each auditor in a manner that does not affect or interfere with the audit process or the results of the audit.
- **5-** The establishment is obliged to provide all information, documents and records related to complaint handling files at any time.
- 6- The establishment shall abide by the conditions for the use of the logo of the quality mark on goods granted the license, as well as the item of explanatory data on the goods in accordance with what is stated in the general technical regulation of the quality mark and the granting procedure regarding the product and the Saudi standard specifications for goods licensed to use the mark.
- 7- The establishment is obligated not to use the quality mark logo in a way that is detrimental to SASO, or to use it on goods that do not have a license, or before or during the process of processing the license application. Upon discovery of any irresponsible or misleading exploitation of the license or logo of the quality mark or the marks discovered in the advertisements and catalogues, SASO shall carry out the appropriate procedures and may

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include the decision to suspend or cancel the license as well as the application of legal and corrective measures and the declaration of violation.

- 8- In the event that a decision is issued from SASO to suspend or cancel the license to use the quality mark, the establishment undertakes to stop announcing or publishing information about its obtaining the license to use the mark for the goods granted the license and to stop using the logo of the quality mark on those goods and to comply with the terms specified by the general technical regulation of the quality mark and the granting procedure regarding the product and other specified obligations.
- **9-** When the quality mark is shown or referred to in the marketing documents of specific goods in the license to use the mark or any other documents, the establishment undertakes to apply all the mentioned terms and the granting procedure regarding the product for the use of the quality mark logo.
- **10-** The establishment shall be obliged to place the logo of the quality mark in the manner and method agreed upon with SASO.
- **11-** The establishment, after obtaining the license to use the Saudi Quality Mark, shall submit the certificate as it is without any modifications or forgery to other authorities.
- 12- The establishment shall not release any batch of its products except after obtaining permission from its quality control laboratory (or an accredited laboratory) stating its conformity with the granting procedure regarding the product and the Saudi standard, and if otherwise, it shall be the responsibility of the establishment, and SASO shall not bear any responsibility.
- **13-** The establishment is committed to ensuring the continuity of conformity of goods according to the granting procedure and the Saudi standard specifications.
- 14- The establishment is obliged to submit a report to SASO at least every six months that includes the average product test results.

Article 2 - Periodic follow-up:

- 1- The auditors shall carry out the monitoring work for the periodic audit on the establishment and take samples to verify their conformity, in addition to the periodic monitoring on the goods obtained the mark and the management system applied in accordance with the provisions stipulated in the general technical regulation of the quality mark and the granting procedure regarding the product and the Saudi standard specifications for goods.
- 2- SASO has the right to take samples from the final good from the local markets and test them in the laboratories approved by it to ensure their conformity with granting procedure regarding the product and its Saudi standard specifications.

Article 3 – Complaints:

The establishment is obligated to maintain records of complaints related to the goods bearing the mark and the procedures taken thereon, so that they are accessible to the auditors upon request. It is also obligated to submit a report to SASO on all complaints related to the goods bearing the mark.

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Article 4 – Confidentiality:

SASO is responsible for ensuring that all information obtained as a result of communication with it related to the establishment is kept confidential by its employees.

Article 5 - Advertising:

The establishment has the right to publish information about obtaining the license to use the mark for the goods granted the license, according to the methods of advertising after consulting SASO and obtaining its approval.

Article 6 - Financial costs:

The establishment is obligated to pay the actual costs of the license to use the quality mark as stated in the general technical regulation of the quality mark, before issuing the license to use the quality mark or renew it.

Article 7 - Information on modifications in production:

- 1- The establishment is obligated to inform SASO in writing about all modifications related to production and control equipment and the quality assurance management system applied in it, which can have a direct impact on the conformity of goods, in accordance with the terms mentioned in the granting procedure regarding the product or the Saudi standard specifications.
- **2-** The establishment shall notify SASO of any modification to the goods obtained the mark, and the mark may not be used after the modification except with the official approval of SASO.

Article 8 - Amendment of Goods Requirements:

- 1- If amendments are made or added to the granting procedures regarding the products, the Licensed establishment shall be informed by (a registered letter or its equivalent stating the modifications to the requirements and conditions and the date of the effective date of these modifications).
- 2- The establishment is obligated to respond to SASO (by registered letter or its equivalent): whether it is ready to accept and apply these amendments within the time period specified for the implementation of these amendments. Accordingly, a new license shall be issued according to the required amendments, or it is not ready to accept and apply these amendments within the specified period. Accordingly, the license shall be considered invalid and cancelled as of the date of activating the amendments, unless SASO decides on other procedures.

Article 9 - Contract Period:

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This contract is effective from the date: **[DD/MM/yyyy]**

It continues for a period of three years, starting from the date of the decision to grant the license.

Article 10 - Contract Expiry:

- 1- SASO has the right to suspend or cancel the license to use the quality mark when violating the provisions of the general technical regulations of the quality mark and the granting procedure regarding the product and the Saudi standard or the terms of this contract.
- 2- In the event of cancellation of the contract -for any reason- or its expiry, the establishment must immediately stop using the mark on the goods, and the establishment undertakes not to use the mark on the product after the expiry of the license unless the renewal is made in accordance with the articles stipulated in the general technical regulation of the quality mark.
- **3-** The time and period required to notify the other party of the suspension or cancellation of the license varies according to the situation causing it, according to the cases shown in the following table:

| The situation that requires sending the notice that could result in suspension or cancellation of license | Period required to notify the other party prior to the date of suspension or cancellation of license |
|---|--|
| The establishment's desire to stop the license. | To be determined by SASO |
| Acknowledgment by SASO of dangerousness of the product | Immediately |
| (Failure to respect safety standards) Non-conformity of the product with the Saudi Standard Specifications, except safety standards | Shall not exceed (60) sixty days |
| Failure to pay the costs of granting or renewing the license | Shall not exceed (30) thirty days |
| Failure to meet other conditions of the license agreement | Shall not exceed (60) sixty days |
| The necessity of applying mandatory amendments | As determined by the general technical |
| in line with the new requirements in relation to | regulation of the quality mark and the granting |
| updating the specifications | procedure regarding the product |

4- The terms of this contract shall be interpreted in accordance with the prevailing regulations in force in the Kingdom of Saudi Arabia and shall be subject to applicable Saudi and international copyright laws.

Article 11 - Disputes:

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The Saudi Standards, Metrology and Quality Organization shall be responsible for all disputes that may arise between the two parties during the application of this contract, and shall be settled in accordance with the procedures and regulations applicable in the Organization.

Article 12 - General Provisions:

- 1- The application for obtaining the quality mark shall be canceled if (30) days have passed and the establishment did not respond to the observations of the application's study.
- 2- Only the Arabic language shall be considered in all procedures and regulations submitted by SASO or any translation approved by SASO.
- **3-** The establishment must accept the co-observers appointed by the accreditation or internal audit bodies or the internal audit department of SASO.

Signature of Parties

First Party: Director General of the General
Department for CertificationSecond Party: [Name of the establishment]
Name: []Name: Eng. Khalid bin Mohammed Al-
NamlahSignature: []Signature:
Date:[DD/MM/yyyy]Date:[DD/MM/yyy]

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