PRODUCT CERTIFICATION AGREEMENT

THIS AGREEMENT made on this day of (*year*).

BETWEEN

SIRIM QAS INTERNATIONAL SDN. BHD. (Company No. 410334-x), a company incorporated in Malaysia under the Companies Act 2016 whose principal address is at SIRIM Berhad, No. 1, Persiaran Dato' Menteri, Section 2, P.O. Box 7035, 40700 Shah Alam, Selangor Darul Ehsan, Malaysia (hereinafter referred to as "SIRIM QAS International") of the one part;

AND

Company's Name ……..…….
(Company No: ……..) whose principal address is at ……
……
……
and who has been granted with a license (License No: ……..…….) (hereinafter referred to as the "Licensee") of the other part.

SIRIM QAS International and the Licensee shall hereinafter collectively be referred to as the "Parties" or individually as the "Party".

WHEREAS:

A. The Licensee is desirous in seeking certification for its product from SIRIM QAS International upon the terms and conditions set out in this Agreement.

B. SIRIM QAS International has agreed that a License shall be granted to the Licensee in recognizing the conformance of the Licensee's product according to the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.

IT IS HEREBY AGREED as follows:

1. DEFINITIONS AND INTERPRETATIONS

1.1 Definitions

In this Agreement, the following terms and expressions shall have the meaning stated hereunder unless the context otherwise requires:

“Accreditation”	refers to third party attestation related to a conformity assessment body conveying formal demonstration of its competence to carry out specific conformity assessments task.
“**Accreditation Bodies**”	refers to authoritative bodies that give formal recognition of the competence of a Certification Body to provide certification services against specified standard such as STANDARDS MALAYSIA.
“**Authorized Representative**”	refers to a person who is identified and authorized by SIRIM QAS International to perform the certification activities on assignment basis.
“**Certified Product”**	refers to Licensee’s product that is produced at the Production Site and has undergone certification in accordance with Scope of Certification by SIRIM QAS International and complied with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.
“**Certification Mark**”	refers to a protected mark, applied or issued under the rules of Product Certification Scheme, indicating that adequate confidence is provided that the relevant product is in conformity with the Product Certification Requirements, Specified Standard, procedures and relevant regulatory provisions.
“**Design Freeze**”	refers to a procedure where upon successful completion of type testing, the design of all major and critical components and materials in the product and manufacturing, assembly and testing processes shall be documented and frozen. The design freeze shall include labeling, packaging and instruction for use, care, installation and maintenance as applicable.
“**Effective Date**”	refers to the decision date of license approval by SIRIM QAS International.
“**Label**”	refers to SIRIM Label with unique serial number and inherent security features to be applied only to the Certified Product as a means of control and traceability.
“**License**”	refers to document issued by SIRIM QAS International to the Licensee in recognizing the conformance of the Licensee’s Product according to the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.
“Licensee”	refers to company and/or business which is granted the License by SIRIM QAS International to use the Certification Mark according to the methods described in the Product Certification Requirements, Specified Standard and procedures.
“Licensee`s premise”	refers to any place where product is stocked or produced including warehouse, office and production site.
“**Organizations providing**	refers to authoritative bodies that acknowledge the validity of a conformity assessment result provided by a certification body.

recognition"

"**Product**"	refers to equipment, components, materials, devices, process, services and software or combination thereof to be certified by SIRIM QAS International.
"**Product Certification Scheme**"	refers to a conformity assessment system operated by SIRIM QAS International related to product to which the same Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions apply.
"**Product Certification Requirements**"	refers to the controlled document issued by SIRIM QAS International describing the rules of product certification and marking.
"**Production Site**"	refers to the place where the product is produced and where the audit is carried out by SIRIM QAS International to determine the compliance of the product to SIRIM QAS International's Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.
"**Recall**"	refers to the act of removing the product including the labeling and/or promotional literature from commerce when there are enough evidences that the product may be adulterated or misbranded and violated SIRIM QAS International's Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.
"**Scope Of Certification**"	refers to the Certified Product which complies with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions produced at the Production Site as granted in the License.
"**Surveillance**"	refers to systematic iteration of conformity assessment activities as a basis for maintaining the validity of the statement of conformity.
"**Specified Standard**"	refers to a Malaysian Standard, International Standard, foreign national standard or Technical Specifications used and recognized by SIRIM QAS International for the purpose of carrying out the Product Certification Scheme.

1.2 **Interpretation**

In this Agreement, unless the context requires otherwise:

a) Whenever any document other than Specified Standard is referred to in this Agreement, it shall mean the latest version of the document itself and shall supersede any document so referred to in this Agreement that is not the latest.

b) References to any statute, enactment, order or other similar instrument shall be construed as references to the statute, enactment or instrument as amended by any subsequent statute, enactment, or instrument as contained in any subsequent reenactment, modification or statutory extension of any of the above.

c) Except where the context requires otherwise, the singular includes the plural and vice versa; a reference to one gender includes all genders, words denoting persons includes firms and corporations and vice versa.

d) Headings are included in this Agreement for ease of reference only and shall not affect the interpretation or construction.

e) References to Clauses and Schedules are unless otherwise provided, references to clauses and schedules of this Agreement.

2. INCORPORATION OF TERMS

2.1 The Parties shall abide by any relevant statutory requirements and regulations by regulatory bodies, Product Certification Requirements, procedures, Specified Standard and Accreditation Bodies and/or Organizations Providing the Recognition during the term of this Agreement.

2.2 For the avoidance of doubt, relevant regulatory provisions shall prevail and supersede any Specified Standard if there are issues arising out of the provisions of this Agreement which lead to any cause of action.

3. SCOPE OF THIS AGREEMENT

3.1 SIRIM QAS International shall provide Product Certification Scheme in accordance with certification requirements as illustrated in Product Certification Requirements and the Scope of Certification at the Licensee's request subject to the fulfillment of Licensee's obligations under Clause 6.

3.2 SIRIM QAS International shall grant to the Licensee a non-exclusive and non-transferable license to use the Certification Mark for the Certified Product as detailed in Product Certification Requirements.

4. LICENSE VALIDITY PERIOD

4.1 The License shall be valid for a period of one (1) year from the first certification date stated in the original License, unless otherwise specified.

4.2 The License may be renewed further for a maximum period of one (1) year from the expiry date, unless otherwise specified, and shall only be valid from the Effective Date of the License subject to the surveillance by SIRIM QAS International or its Authorized Representative.

4.3 The Licensee shall accept the validity of the License and/or the ownership of the Certification Mark.

5. COMMENCEMENT AND PERIOD OF AGREEMENT

5.1 This Agreement shall commence from the Effective Date and shall be valid according to the validity period of the License unless terminated in accordance with Clause 14.

6. OBLIGATIONS OF THE LICENSEE

6.1 The Licensee shall always comply with the requirements as stated in the Product Certification Requirements and the Scope of Certification provided by SIRIM QAS International.

6.2 The Licensee shall ensure that the Certified Product to be produced and/or supplied based from the License granted shall comply with the terms and conditions of this Agreement, Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.

6.3 The Licensee shall ensure that the Certified Product as granted in the License shall be produced and placed in commerce in accordance to the same specifications as the product that has been evaluated by SIRIM QAS International based on Product Certification Requirements, Specified Standard and procedures including regulatory provisions.

6.4 The Licensee shall be responsible to ensure that the Certified Product complies with the terms and conditions of this Agreement, Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions during the validity period of the License.

6.5 The Licensee agree that the persons representing SIRIM QAS International shall have unlimited access to ascertain continued compliance with SIRIM QAS International Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions, without prior notification to the Production Site covered by the License during normal working hours of the Production Site involved.

6.6 The Licensee shall accept additional audit without prior notification as required by the scheme to ascertain continued compliance with SIRIM QAS International Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions.

6.7 If the Licensee provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme.

6.8 The Licensee shall pay to SIRIM QAS International the Fee in accordance with Clause 10.

6.9 The Licensee shall furnish without charge such samples, if required by SIRIM QAS International for examination and/or testing purpose and SIRIM QAS International shall not be responsible for any damage to the samples during examination and/or testing.

6.10 The Licensee shall comply with other requirements issued by SIRIM QAS International from time to time for continued compliance with the terms and conditions of this Agreement, Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions. The Licensee shall notify SIRIM QAS International immediately when there is a change to the Production Site of the Licensee, product particular, production system and the management representative.

6.11 The Licensee shall provide a full type test report, when required by SIRIM QAS International if there is a significant change in the production system, change of raw material or product design.

6.12 The Licensee shall keep records of all complaints and corrective action taken by any party on its Certified Product with the granted License and shall report the complaints and corrective action to SIRIM QAS International.

6.13 The Licensee shall allow the Accreditation Bodies and/or Organizations Providing Recognition to SIRIM QAS International to accompany and witness SIRIM QAS

International and its Authorized Representative in carrying out audit and inspection for the Licensee.

6.14 The Licensee shall investigate and take corrective action within the agreed time frame where non-compliances are identified by SIRIM QAS International during the Surveillance. Failure by the Licensee to investigate and take corrective action within the agreed time frame may result in the suspension which may lead to the termination of the License.

6.15 The Licensee shall undertake full responsibility for any Label in their premises and its application where the Licensee shall take any action to prevent the Label from being misused regardless of the ownership of the Label.

6.16 Upon suspension or termination of the License, the Licensee shall discontinue to use the Certification Mark, Label, Label Licensing Program and any publication including advertising material which contain or make reference to the Certification Mark. The Licensee shall return the License and all unused Label to SIRIM QAS International.

6.17 In the event of product failures, the Licensee shall remove all Certification Mark, Label and Label under Label Licensing Program from the non-conforming product.

6.18 In the event of product failures after sales, the Licensee shall take all action as required under clause 13.

7. OBLIGATIONS OF SIRIM QAS INTERNATIONAL

7.1 SIRIM QAS International shall carry out the Product Certification activities in accordance with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions by its Authorized Representatives.

7.2 SIRIM QAS International shall audit and inspect the Licensee's premises including the production site depending on the significant effects of the Licensee's Product Certification Scope, twice (2) a year or at frequencies and duration determined by SIRIM QAS International in accordance with its scheme requirements.

7.3 SIRIM QAS International shall notify the Licensee when deem necessary of any changes on the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions within reasonable time for the Licensee to adjust its processes and relevant procedures to meet the revised requirements.

7.4 SIRIM QAS International reserves the right not to accept an application from any applicant when it is known that a member(s) of its Board of Directors had violated the Product Certification Requirements when they were serving as a member(s) of Board of Directors of a previous Licensee.

7.5 SIRIM QAS International reserves the right not to accept an application from any applicant if the applicant failed to provide evidence in writing to prove that the applicant has binding relationship with the manufacturer.

8. SURVEILLANCE

8.1 SIRIM QAS International shall carry out continuing Surveillance of the Licensee's conformity with the Licensee's obligations in accordance with the conditions stated in the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions for the Product.

8.2 SIRIM QAS International reserves the right to carry out Surveillance activities upon its discretion which shall include:-

a. Routine market sampling; and/or

b. Sampling of the Certified Product for the purpose of complaint validation.

8.3 The Licensee agree and acknowledge that SIRIM QAS International shall have the right to carry out either announced or unannounced surveillance activities.

9. PUBLICITY AND ADVERTISING THE CERTIFIED PRODUCT

9.1 The Licensee may publish the fact that its Product qualifies as Certified Product to which the License applies, subject to the guidelines provided by the Product Certification Requirements of SIRIM QAS International.

9.2 SIRIM QAS International shall enter the particulars of the License granted to the Licensee into the Directory of Certified Product that is available to the public.

10. FINANCIAL PROVISIONS

10.1 In consideration of SIRIM QAS International providing Product Certification and the non-exclusive rights to use its Certification Mark, the Licensee shall pay to SIRIM QAS International the fees as per the agreed invoice issued and accepted by the Licensee.

10.2 The fees payable to SIRIM QAS International by the Licensee are as follows:-

i Application fee;

ii. Audit fee for documentation audit, initial audit, surveillance audit, additional audit and all other associated costs for conducting such audits including fees for employing technical specialists;

iii. Annual fee for each license granted;

iv. All expenses, if applicable, in relation to Label, Label Licensing Program, Market Surveillance including sampling, test, assessment and administration costs;

v. Any additional costs incurred by SIRIM QAS International due to the Licensee's non-compliance with the terms of this Agreement or for evaluating changes to the Scope of Certification which shall be borne by the Licensee at the rate to be determined and agreed by SIRIM QAS International; and

vi. Any cost incurred due to product re-evaluation testing.

10.3 The Licensee shall pay the fees to SIRIM QAS International within thirty (30) days from the date of the invoice issued by SIRIM QAS International.

10.4 The Licensee shall pay for all associated costs relating to sampling and testing of the Certified Product to ensure continued compliance with the Product Certification Requirements, Specified Standards and procedures including relevant regulatory provisions.

10.5 The Licensee shall bear all associated costs involved to recall any Certified Product found not to be in compliance with the Product Certification Requirements, Specified Standards and procedures including relevant regulatory provisions.

10.6 The Licensee shall pay any additional costs incurred by SIRIM QAS International which includes the cost of advertising of missing Label.

11. PRODUCT RE-EVALUATION REQUIREMENTS

11.1 In addition and subsequent to the Product being certified, the Licensee hereby agree to re-test the Certified Product at specified interval to ensure continued compliance to the Specified Standard.

11.2 The Licensee hereby agree for the Certified Product to undergo type test every five (5) years, unless specified otherwise by the Product Certification Requirements, Specified Standards and procedures including relevant regulatory provisions.

12. SUSPENSION

12.1 In the event the Licensee is temporarily unable to comply with Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions, SIRIM QAS International may suspend the License and require the Licensee to discontinue the use of the Label, Certification Mark and/or any claim to Certification with immediate effect. The suspension of the License may result in the termination of this Agreement as provided under Clause 14.

12.2 In the event there is no production for the Certified Product for two (2) consecutive years, SIRIM QAS International shall suspend the License granted to the Licensee.

12.3 If SIRIM QAS International is satisfied with the corrective action taken by the Licensee, SIRIM QAS International may lift the suspension of the License by giving notification to the Licensee.

13. PRODUCT RECALL

13.1 In the event that public safety is affected, SIRIM QAS International shall enforce to Recall a Product.

13.2 Product Recall shall be enforced for the following reasons:

i. Misuse of the Certification Mark and/or SIRIM Label on non-certified product.

ii. Product with critical or major defects detected during Surveillance, market sampling or complaint investigation which:

a) have been released for sale; or
b) are being offered for sale; or
c) have already been sold

iii. Unauthorized variation from the Design Freeze of the Certified Product, which may jeopardize the safety of user.

13.3 The Licensee shall Recall the Product as directed by SIRIM QAS International within a reasonable time and in the manner determined by SIRIM QAS International.

13.4 The Licensee shall advertise the recalled Product as per SIRIM QAS International Product Certification Requirement and Product Recall procedure and shall bear all the costs for the Product Recall including the cost for advertisement.

14. TERMINATION

14.1 The Agreement may be terminated as follows: -

14.1.1 By the Licensee

The Licensee may terminate this Agreement by giving six (6) months' notice in writing to SIRIM QAS International.

14.1.2 By SIRIM QAS International

SIRIM QAS International may terminate the Agreement if: -

a) the Licensee fails to comply with the Product Certification Requirements, Specified Standards and procedures including relevant regulatory provisions, other terms and conditions of this Agreement and failure to make payment of fee within the stipulated time;

b) the Licensee misuse the Certification Mark and Label after suspension and warning letter has been issued by SIRIM QAS International;

c) SIRIM QAS International has the evidence that the Licensee has infringed and breached its Intellectual Property Rights;

d) in SIRIM QAS International's opinion that its interest or rights under this Agreement is in jeopardy or for any reason whatsoever;

e) the Licensee ceases to produce the Certified Product;

f) the Licensee makes any arrangements with its creditors or enters into liquidation, whether compulsory or voluntary (but not liquidation for the purpose of reconstruction or amalgamation), or has a Receiver of its business appointed or is convicted of an offence tending to discredit the Licensee's reputation and good faith as a trader;

g) the Licensee fails to inform SIRIM QAS International of any change of name, location of facilities or any significant changes to the organization within reasonable time; and

h) the Licensee refuses to allow SIRIM QAS International to carry out the Surveillance audit within three (3) months from the expiry date of the License.

14.2 SIRIM QAS International shall give a minimum of one (1) month written notice to the Licensee prior to the termination of this Agreement.

14.3 The Licensee may appeal to SIRIM QAS International if the License has been suspended or terminated by SIRIM QAS International, and the appeal procedure shall be given to the Licensee upon request.

14.4 Termination of this Agreement by whatever means shall not affect the liability of the Parties existing as at the date of such termination and shall not relieve the Licensee of its obligation to indemnify SIRIM QAS International hereunder.

15. EFFECT OF TERMINATION

15.1 In the event that this Agreement is terminated hereunder, the following provisions shall apply:

15.1.1 The License granted by SIRIM QAS International to the Licensee under this Agreement shall be terminated immediately.

15.1.2 With or without the written request by SIRIM QAS International, the Licensee shall:

a) cease use of all Label and Label under Label Licensing Program and/or Certification Mark referred to under Clause 16.1 to all Product with immediate effect;

b) cease use of all company data and/or SIRIM QAS International Intellectual Property and proprietary rights related to the Product with immediate effect; and

c) return all Label granted by SIRIM QAS International within fourteen (14) days from commencement of termination or expiration of this Agreement or upon receipt of SIRIM QAS International's request.

15.1.3 The termination of this Agreement shall not prevent SIRIM QAS International to:

a) file an action or suit in the court of law against the Licensee for any infringements or allegations of infringement in respect of SIRIM QAS International`s Intellectual Property Rights;

b) publish a public notice through either printed or electronic media in relation to the infringements or allegations of infringement of SIRIM QAS International`s Intellectual Property Rights made by the Licensee;

c) claim for any outstanding amount which is still due and payable by the Licensee;

d) claim any cost incurred due to the termination; and

e) conduct post audit and inspection within twelve (12) months after the termination date of the License and this Agreement to verify that there is no ongoing production of the Product with SIRIM Certification Mark, Label or Label Licensing Program at the Licensee's premises.

16. INTELECTUAL PROPERTY RIGHTS

16.1 The Parties hereto agree as follows:

a) The Licensee acknowledge and agree that any Intellectual Property Rights currently owned by SIRIM QAS International shall remain the sole property of SIRIM QAS International.

b) The Intellectual Property Rights in all schemes, Licence, Specified Standards, Label and Certification Mark granted and certified by SIRIM QAS International to all equipment, components, materials, devices, product and goods by the Licensee shall remain vested in SIRIM QAS International as applicable.

c) The Licensee shall not by itself procuring or assisting any third party without the other Party's written consent to assemble any part of SIRIM QAS International Intellectual Property Rights during the term of this Agreement and the Licensee undertake to ensure that its employee, affiliates, agents, and/or any third party (where applicable) who are given the access to the same shall aware of this Clause 16.

16.2 Without prejudice to the generality of sub-clause 16.1, all SIRIM QAS International's company data provided or accessible to the Licensee under this Agreement shall remain the property of SIRIM QAS International.

16.3 The Licensee shall not utilise SIRIM QAS International's company data, schemes, Specified Standards, Label and Certification Mark, or other proprietary rights belonged or licensed to SIRIM QAS International for any purpose other than in relation to its obligations under this Agreement.

16.4 The Licensee shall forthwith notify SIRIM QAS International if any claim or demand is made or action brought against Licensee for infringement or alleged infringement of any Intellectual Property Rights in connection with this Agreement and shall fully indemnify SIRIM QAS International from and against all actions, suits, losses, damages, costs, expenses, demands and liabilities, arising out of or in connection with the infringement or allegation of infringement in respect of any third party's intellectual property rights.

16.5 SIRIM QAS International shall have at its own expense to conduct any litigation arising and all negotiations in connection therewith and in such event the Licensee hereby granted to SIRIM QAS International the exclusive control of any such litigation and such negotiations.

16.6 The Licensee shall at the request of SIRIM QAS International afford to SIRIM QAS International all reasonable assistance for the purpose of contesting any claim or demand made or action brought against Licensee or SIRIM QAS International for infringement or alleged infringement of any such Intellectual Property Rights and shall be repaid all costs and expenses (including but not limited to reasonable legal costs and disbursements) incurred in so doing.

16.7 The provision stated under this Clause 16 shall be the SIRIM QAS International's sole and exclusive remedies with respect to breach of intellectual property rights.

17. LICENSEE'S REPRESENTATIONS AND WARRANTIES

17.1 The Licensee represents and warrants that:

17.1.1 it is a company and/or business validly existing under the Malaysian laws or of any similar local laws in other country outside Malaysia;

17.1.2 it has the company and/or business power to enter into and perform its obligations under this Agreement and to carry out the transaction and to carry on its business as contemplated by this Agreement;

17.1.3 it has taken all the necessary company and/or business actions to authorize the entry into and the performance of this Agreement and to carry out the transactions contemplated by this Agreement;

17.1.4 the execution, delivery and performance of this Agreement shall not exceed the power granted to the Licensee or violate the provisions of the following:

(i) any law or regulation or any order or decree of any governmental authority, agency or court to which it is subject;

(ii) its Memorandum of Association and Articles of Association; and

(iii) any mortgage, agreement or other undertaking or instrument to which it is a party, or which is binding upon it or upon its assets.

17.1.5 it shall comply with all other requirements imposed by SIRIM QAS International from time to time.

17.1.6 it shall notify SIRIM QAS International immediately when there is a change to its business's name, ownership, address or its placement of the Production Site.

18. SIRIM QAS INTERNATIONAL'S REPRESENTATIONS AND WARRANTIES

18.1 SIRIM QAS International represents and warrants that:

18.1.1 it is duly organized and validly existing under the Malaysian laws and has all requisite legal power and authority to execute this Agreement and to carry out the terms, conditions and provisions hereof;

18.1.2 this Agreement constitute the valid, legal and binding obligation of SIRIM QAS International, enforceable in accordance with the terms hereof;

18.1.3 there are no actions, suit or proceedings pending or, to the best knowledge of SIRIM QAS International, threatened against or affecting SIRIM QAS International before any court or authority that might materially adversely affect the ability of SIRIM QAS International to meet and carry out its obligations under this Agreement; and

18.1.4 the execution, delivery or performance of this Agreement shall not exceed the power granted to SIRIM QAS International or violate the provisions of the following:

(i) any law or regulation or any order or decree of any governmental authority, agency or court to which it is subject;

(ii) its Memorandum of Association and Articles of Association; and

(iii) any mortgage, agreement or other undertaking or instrument to which it is a party, or which is binding upon it or upon its assets.

18.1.5 it shall carry out the Product Certification activities in accordance with the Product Certification Requirements, Specified Standard and procedures including relevant regulatory provisions required for the Product Certification Scheme by its authorized representative.

19. CONFIDENTIALITY

19.1. Confidential Information of the Licensee:

19.1.1 SIRIM QAS International shall not disclose, communicate or publish, without the written permission of the Licensee, any confidential information provided by the Licensee to SIRIM QAS International except as required by law.

The obligation of confidentiality shall not apply to information which: -

(a) is already in the public domain or becomes part of the public domain other than a result of the wrongful disclosure by SIRIM QAS International; or

(b) is disclosed to SIRIM QAS International by a third party; or

(c) is independently developed or procured by SIRIM QAS International; or

(d) is required by law, Product Certification Requirements, Specified Standard and procedures including regulatory provisions to be disclosed.

19.1.2 SIRIM QAS International shall take all reasonable measures to prevent unauthorized disclosure of the confidential information known by SIRIM QAS International relating to the Licensee's Certified Product.

19.2. Confidential Information of SIRIM QAS International:

19.2.1 SIRIM QAS International shall possess, develop, acquire confidential and proprietary information and trade secrets including methods, techniques, specifications, marketing, programs, Specified Standards and procedures in the Certification (hereinafter referred to as 'Confidential Information'). The Licensee shall not acquire any interest in SIRIM QAS International Confidential Information other than the right to utilize it in connection under this Agreement.

19.2.2 The Licensee shall not use and shall not disclose to any third party SIRIM QAS International Confidential Information in any business or capacity during or after the term of this Agreement unless required by law.

20. LIABILITY AND INDEMNITY

20.1 The Licensee hereby agree that SIRIM QAS International neither assumes nor accepts any responsibility for any injury or damage to the Licensee's property or personnel that may occur during or as a result of activities, wherever performed, whether performed in whole or in part by the Licensee or SIRIM QAS International, under the terms of this Agreement and whether or not any equipment, facility or personnel for or in connection with the activity is furnished by the Licensee or SIRIM QAS International, except when such injury or damage results solely from the negligence on the part of SIRIM QAS International's representatives.

20.2 The Licensee shall defend and hold harmless SIRIM QAS International and agrees that SIRIM QAS International shall not be held responsible for any liabilities, damages, injuries, losses, costs and expenses including Product Liability Claims suffered by any third party due to reliance to the Licensee's Certified Product.

20.3 The Licensee shall be liable for any product failure of the Certified Product under this Agreement.

20.4 This indemnity shall be operative whether or not legal proceedings are instituted and if such proceedings are instituted, irrespective of the means, manner or nature of any settlement, compromise or determination.

21. NOTICE

Any notice under this Agreement to the other Party shall be in writing and shall be sent by hand or by A.R. Registered Post to the other Party at the address stated in this Agreement or such other address as may be specified by the Parties by notice to the other from time to time. Any such notice shall operate and be deemed to have been served by the expiration of fourteen (14) days after it is posted.

22. DISPUTE RESOLUTION

Any dispute arising out of this Agreement shall be settled by way of amicable settlement, failing which, such dispute shall be referred to arbitration in accordance with the rules and regulations of the Asian International Arbitration Centre (AIAC). The Parties hereby agree that the dispute shall be conducted in the following manner:

(a) The appointing authority shall be the Director of AIAC;
(b) The number of arbitrators shall be one (1);
(c) The place of arbitration shall be Kuala Lumpur;
(d) The language(s) to be used in the arbitration proceedings shall be English; and
(e) The law applicable shall be Malaysia.

23. SUCCESSORS BOUND

This Agreement shall be binding upon the Parties and their permitted legal assigns and successors-in-title by operation of law or otherwise.

24. ASSIGNMENT

24.1 The Licensee shall not assign, transfer, pledge, or otherwise dispose of, in whole or in part, any of its rights, benefits, claims, or obligations under this Agreement to any third party without the prior written approval of SIRIM QAS International.

24.2 The Licensee hereby agrees that SIRIM QAS International shall have the right to transfer, novate and assign all SIRIM QAS International benefits, titles, rights, interests, obligations and liabilities under this Agreement to SIRIM QAS International Related Corporation (as defined under Section 7 of the Companies Act 2016) without the prior written consent from the Licensee.

25. SEVERABILITY

If any provision of this Agreement is held to be illegal or invalid under present or future laws or regulations effective and applicable during the term of this Agreement, such provisions shall be fully separable and this Agreement shall be construed as if such illegal or invalid provision had never comprised a part of this Agreement. The remaining provisions of this Agreement shall remain in full force and effect and shall not be affected by the illegal or invalid provision or by its severance from this Agreement.

26. WAIVER

Failure by any Party to enforce any provision of this Agreement shall not be construed as a waiver of its right to enforce such provision or any other provision of this Agreement, or as a waiver of any continuing, succeeding or subsequent breach of any provision or other provision of this Agreement or as waiver of any right under this Agreement.

27. FORCE MAJEURE

27.1 For the purpose of this Agreement, the term 'Force Majeure' shall refer to any acts of God, strikes, lock outs and other industrial disturbances, wars, insurrections, riots, epidemics, landslides, earthquakes, storms, lightning, floods, civil disturbances, explosions and any other similar events not within the control of either Party and which by the exercise of due diligence neither Party is able to overcome.

27.2 If the Parties are temporarily unable by reason of Force Majeure to meet any of its obligation under this Agreement and if such Party promptly gives to the other Party written notice of the event after its occurrence, such obligations of the Party as it is unable to perform by reason of the event shall be suspended as long as the inability continues.

28. GOVERNING LAW

This Agreement shall be governed by and be construed in accordance with the laws of Malaysia.

29. NATURE OF AGREEMENT

Nothing in this Agreement shall create, or be deemed to create, a partnership or the relationship of principal and agent between the Parties.

30. AMENDMENT

No modification, variation or amendment of this Agreement shall have any effect and force unless such modification, variation or amendment is in writing and executed by the Parties.

31. COST

Each Party shall bear its own respective legal costs and incidental expenses to the preparation of this Agreement save and except the stamping fees which shall be borne by SIRIM QAS International.

32. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties with respect to the matter~~s~~ dealt with and supersedes any previous agreement or understanding between the Parties in relation to such matter~~s~~.

33. LIMITATION OF LIABILITY

33.1 In any event and notwithstanding anything contained in this Agreement, SIRIM QAS International's liability to the Licensee under this Agreement shall be limited only to the amount for certification that has already been paid to SIRIM QAS International under this Agreement and the amount shall not include testing.

33.2. The amount that will be paid by SIRIM QAS International shall exclude liability for any loss or damage suffered by third party whether direct, indirect or consequential arising out of the services rendered by SIRIM QAS International.

34. ANTI-BRIBERY COMPLIANCE

34.1 Either Party or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Party, or any of its subsidiaries or affiliates shall:

a) comply with all applicable laws and policies relating to anti-bribery and anti-corruption including the Malaysian Anti-Corruption Commission Act 2009 and any amendments thereto ("Anti-Corruption Laws");
b) not engage in any act which would constitute an offence under the Anti-Corruption Laws irrespective of whether or not such act had been carried out inside or outside Malaysia;
c) comply with the ethics, anti-bribery and anti-corruption policies pursuant to the Anti-Corruption Laws;
d) have and shall maintain in place adequate procedures under the Anti-Corruption Laws to ensure compliance thereunder.

34.2 If the Licensee or any of its subsidiaries or affiliates, or any directors, officers, agents, servants, employees or other persons associated with or acting on behalf of the Licensee, or any of its subsidiaries or affiliates, is convicted by a court of law for involvement in bribery or corruption or unlawful or illegal activities, SIRIM QAS International shall be entitled to terminate this Agreement at any time, by giving immediate written notice to that effect to the Licensee.

34.3 Upon such termination in Clause 34.2 above, SIRIM QAS International shall be entitled to all losses, costs, damages and expenses (including any incidental costs and expenses) incurred by SIRIM QAS International arising from such termination. For the avoidance of doubt, the Parties hereby agree that the Licensee shall not be entitled to claim from SIRIM QAS International any form of losses including loss of profit, damages, claims or whatsoever upon termination of this Agreement under this Clause.

****

[END OF CLAUSES]

IN WITNESS WHEREOF the Parties have hereunto caused this Agreement to be signed in their respective names as of the day and year first above written.

Signed on behalf of **SIRIM QAS INTERNATIONAL SDN. BHD.**	Signed on behalf of the Licensee **(Individual /Company's name)**
..... Authorized Signatory Name: Designation	..... Authorized Signatory Name: Designation
Witnessed by;	Witnessed by;
..... Name: Designation	..... Name: Designation