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## RULES & SERVICES AGREEMENT



This Rules and Services agreement is made by **PT CBQA GLOBAL INDONESIA**, (“**CBQA Global**”), to the Applicant / candidate / certified person named in the Application Form.

## 1. General

- 1.1 **CBQA Global** agrees to provide the Applicant / candidate / certified person with the service for the personnel certification as per the defined certification scheme as per the agreed price. The Applicant / candidate / certified person agree to comply with this Rules and Services agreement and all related documents.
- 1.2 In order that **CBQA Global** may provide the Service, the Applicant / candidate / certified person agrees to supply **CBQA Global** with all the necessary information about their capabilities, abilities etc. on a time-to-time basis during the validity of the certificate.
- 1.3 Applicant / candidate / certified person that requests date of service must be confirmed with **CBQA Global**. No service visit dates requested by Applicant / candidate / certified persons prior to the return of the signed application form can be guaranteed.
- 1.4 **CBQA Global** will provide its applicant / candidate / certified persons any changes that may take place to its rules and services agreement and the same will be verified by **CBQA Global** for all its applicant / candidate / certified persons for compliance.
- 1.5 Applicant / candidate / certified person shall inform **CBQA Global** any changes that may affect the capability of certified person to continue to fulfil the requirements of the standard used for certification e.g. changes related to legal, amendment in the relevant standard used for certification, capability of certified person to continue to perform the job, and major changes to certified person.
- 1.6 Applicant / candidate / certified person acknowledges that the Standards and/or **CBQA Global's** contractual requirements may be revised from time to time. If revisions to Standards and/or **CBQA Global's** requirements are adopted, **CBQA Global** shall determine the nature and extent of the necessary additional assessment activity (if any), and **CBQA Global** will inform the applicant / candidate / certified person the revised requirements.

## 2. Liability

**CBQA Global** has adequate arrangements (e.g. insurance policy) to cover liabilities arising from its operations. A professional indemnity insurance policy has been taken considering the liabilities out of the product certification activities. **CBQA Global** ensures that it has taken adequate steps to ensure that potential liabilities / risks arising from its certification operations are covered and the amount of cover reflects the risks in terms of insurance. Levels and types of cover are set and agreed following a full disclosure of all information to the Insurance Agency / Broker. It will cover all geographic locations and hence all activities of **CBQA Global** operations are covered.

Regular accounts review meetings are held (within a yearly period at minimum) between the Director, Management Representative and all relevant personnel(s) to ensure that the finances of the company are such that adequate resources are always available to meet any liabilities.

## 3. Force majeure

**CBQA Global** shall not be liable in any respect should it be prevented from discharging such obligations because of any matter beyond its control which could not be reasonably foreseen.

## 4. Law

- 4.1 This Rules and Services agreement is governed and shall be construed in accordance with Indonesian law;
- 4.2 Any dispute arising between the Parties in relation to the implementation and/or interpretation (or any other aspect) of this Rules and Services agreement shall first attempt to be settled amicably between the Parties;
- 4.3 If within 30 (thirty) calendar days after written notification from one Party to the other Party of a Dispute and its intention to have amicable settlement, such Dispute cannot be settled amicably, then either Party may seek



to settle the Dispute through the Indonesian National Board of Arbitration in Jakarta (“**BANI**”) in accordance with the BANI Rules of Arbitration (“**Rules**”). The arbitration tribunal shall comprise 3 (three) arbitrators (unless the Parties agree on the name of a single arbitrator) and the arbitration shall be conducted in Bahasa Indonesia. The procedural law of Indonesia will apply to the extent the Rules are silent. The award of such arbitration is final and binding on the Parties;

- 4.4 All notices and proceedings served will be deemed to be duly served if sent by prepaid registered mail to the address of the party as herein above appearing or as may be subsequently notified by the other.

## 5. Indemnity

The Applicant / candidate / certified person shall fully and effectually indemnify **CBQA Global** against all costs, claims, actions and demands arising from:

- 5.1 The services provided by **CBQA Global** save to the extent only that such claims arise from the neglect of **CBQA Global**, its employees or agents; and
- 5.2 The use or misuse by the Applicant / candidate / certified person of any certificate, license, mark of conformity provided by **CBQA Global** in accordance with this Rules and Services agreement; and
- 5.3 Any breach of this Rules and Services agreement by Applicant / candidate / certified person; and illness, injury or death to the Applicant / candidate / certified person, together with any of their employees, agents or directors (“Applicant / candidate / certified person Group”).

## 6. Confidentiality

- 6.1 Except as required by law and the relevant accreditation authorities, **CBQA Global** will treat as strictly confidential and will not disclose to any third party without prior written consent
- 6.2 Applicant / candidate / certified person hereby commit not to release confidential examination materials or participate in fraudulent test-taking practices.

## 7. Rules for Certification

- 7.1 The Applicant / candidate / certified person must comply with the standard as specified in the certification scheme.
- 7.2 All data related to qualification and experience required for the certification must be provided to **CBQA Global**.
- 7.3 Applicant / candidate / certified person must comply with the certification scheme requirements, mandatory legal or regulatory requirements. In the event that the Applicant / candidate / certified person conducting a violation of the legal/ regulatory/statutory requirement, the Applicant / candidate / certified person will inform **CBQA Global** on its own, proactively and voluntarily. In case a violation of legal/regulatory/statutory requirement is observed during the evaluation/examination/assessment, **CBQA Global** will notify the Applicant / candidate / certified person’s violation. The Applicant / candidate / certified person shall ensure and provide evidence to **CBQA Global** that the appropriate authorities have been notified of the violation as per the prescribed procedures of the relevant authorities.

- 7.4 All matters that can affect the capability of the certified person to continue to fulfil this Rules and Services agreement must be informed to **CBQA Global**. If required surrender the certificate and don't claim further till the issues have been resolved.
- 7.5 Renewal will be done for renewal of present certificate, which will be renewed for one cycle after the expiry of present certificate issued. The re-assessment will take place after one renewal, means completion of validity of renewal.
- 7.6 The Applicant / candidate / certified person must inform **CBQA Global** of any significant non-conformances of which they are aware, through internal evaluation/examination/assessment or other means. The Applicant / candidate / certified person is responsible for the adoption of sound policies to maintain the reliability of their capability.
- 7.7 If the Applicant / candidate / certified person is certified by **CBQA Global**, the applicant/candidate / certified person is entitled to use the symbol of **CBQA Global** in conjunction with the appropriate accreditation body logo subject to the logo conditions. The Applicant/candidate/ certified person agree not to misrepresent the certification by **CBQA Global**, nor to modify or alter the certificate in any way, including **CBQA Global's** logo. Applicant/candidate/ certified person also agree to meet the requirements as stated in the Rules for Use of Certification Marks which is sent along with the certificate. These requirements will be verified at time of the subsequent evaluation/examination/assessments.
- 7.8 If the Applicant / candidate / certified person fail to maintain compliance with the requirements for certification, certification may





be suspended or withdrawn at the discretion of **CBQA Global**. Upon suspension or cancellation of the certification the Applicant / candidate / certified person will discontinue all advertising matter and stationery that contain any reference to the certification and on cancellation, will return all the certification documents including the **CBQA Global** and accreditation body logo material.

7.9 Applicant / candidate / certified person shall initiate actions against the issues raised by **CBQA Global** for suspending the certification. He shall submit the evidences for actions taken to close out all the issues raised. Failure to comply with the suspension conditions shall escalate the suspension to withdrawal/de-registration/cancellation of certification.

7.10 The Applicant / candidate / certified person must include a provision, which makes it clear to its customers when it is supplying services not made under it.

7.11 **CBQA Global** cannot guarantee the same evaluation/examination/assessment or for

subsequent examination during the renewal or re-certification.

7.12 The Applicant / candidate / certified person must only claim that it is certified with respect to defined certification scheme and category for which it has been granted certification.

7.13 Applicant / candidate / certified person agrees to comply with the;

- relevant provisions of the certification scheme;
- claims regarding certification only with respect to the scope for which certification has been granted;
- not to use the certification in such a manner as to bring the **CBQA Global** into disrepute, and not to make any statement regarding the certification which the **CBQA Global** considers misleading or unauthorized;
- discontinue the use of all claims to certification that contain any reference to the **CBQA Global** or certification upon suspension or withdrawal of certification, and to return any certificates issued by the **CBQA Global**;



- not to use the certificate in a misleading manner

- 7.14 A candidate who fails to obtain the pass grade, may be re-examined twice in the failed part(s), provided the re-examination takes place not sooner than one month, unless further training acceptable to is satisfactorily completed, not later than six months after the original examination. A candidate who fails all permitted re-examinations shall apply for and take the initial examination according to the procedure established for new candidates.
- 7.15 A candidate whose examination results have not been accepted for reason of fraud or unethical behaviour shall wait at least 12 months before re-applying for examination.
- 7.16 Once all the examination process is over, if further examination is required due to non-compliances found, these will be undertaken

and extra charge will be incurred by the applicant/ candidate/certified person.

- 7.17 After certification, if the Applicant / candidate / certified person changes anything which significantly affects the conformance to applicable relevant certification scheme or normative standards, applicable regulatory or statutory requirements or interested party requirements, then **CBQA Global** must be informed. **CBQA Global** reserves the right to conduct re-examination, if necessary.

7.18 **Non-discrimination and Special Accommodations**

All candidate applications shall be evaluated objectively without regard to age, sex, race, religion, national origin, or marital status. **CBQA Global** will allow for reasonable accommodations as required by the Disabilities Act. A candidate who needs special accommodations must make the request in writing and allow an extra two weeks for processing of the application.

7.19 **Monitoring of Performance**

To monitor and ensure competence of certified person, **CBQA Global** will conduct surveillance/monitoring program every year through submitted the CPD Log by certified person (certified person need to pay annual membership fee). If certified person failed to meet the requirement, certificate of certified person will be suspended for 6 (six) months. Renewal or re-certification is to be carried out at least three months prior to the expiry of the certificate at extra cost and the findings raised in the renewal/re-certification will need to be closed and certification decision needs to be taken prior to the expiry of the current certificate.

By issuing the certificate, **CBQA Global** attests to the qualification of the individual but does not give any authority to operate.

#### 7.20 **Extension to the Scope**

This may be applied for in the same way as the initial evaluation/examination/assessment, indicating the increased scope of registration being required. Evaluation/examination/assessment will be carried out in the areas not previously evaluated/examined/assessed. If successful, a new certificate indicating the new scope will be issued by **CBQA Global**. There will be a charge for extensions to scope and re-issue of the certificates.

#### 7.21 **Short Notice Evaluation/Examination/ Assessments**

**CBQA Global** may, when necessary, conduct short notice evaluation/examination/ assessments or unannounced evaluation/ examination/assessments to investigate complaints, or in response to changes, or as follow up to suspended Applicant / candidate / certified persons.

#### 7.22 **Reduction in Scope of Certificates Issued**

**CBQA Global** shall wherever applicable reduce the scope of certification in the below mentioned circumstances;

- Due to in-ability of certified person due to age or loss of capability to perform the specified functions;
- Voluntarily request from the certified person;

- Certified person failed to maintain conditions of certification scheme;
- Complain against certified person from his/her clients.

#### 7.23 **Publicity**

Once a certificate has been issued, the Applicant / candidate / certified person has the right to publish the fact. The relevant logos can be used for the reports issued by certified person. All conditions of the use of certificate and marks will need to be followed.

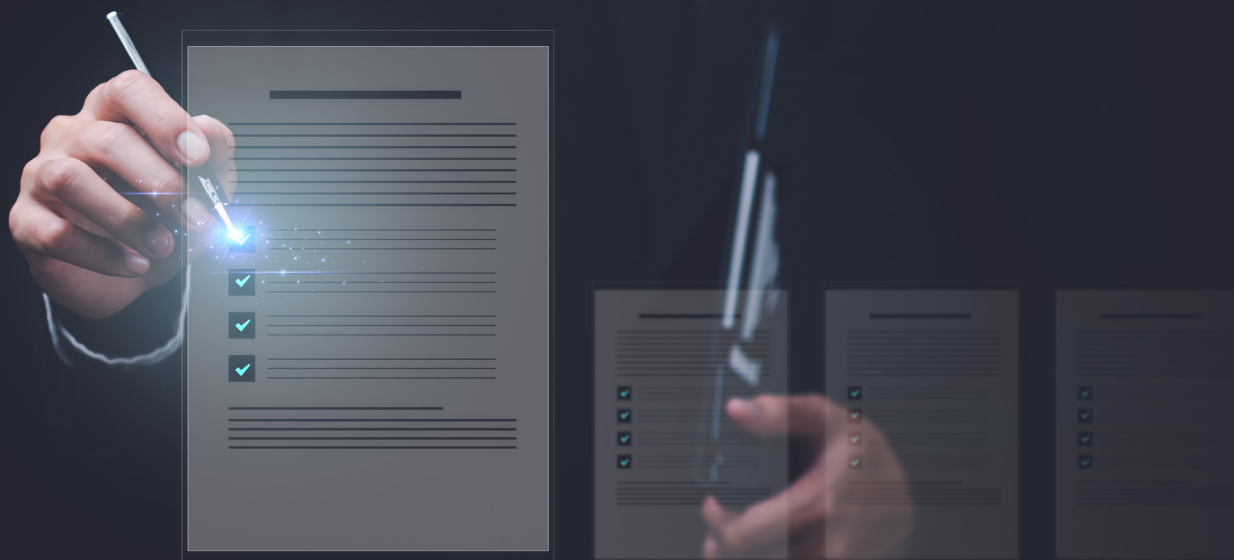
#### 7.24 **Certificate Misuse**

**CBQA Global** will take all reasonable precautions to see that there is no misuse of their certificate in advertising etc. The applicant / candidate / certified person undertakes to use certification marks as appropriate to its defined or certified capability only.

#### 7.25 **Suspension**

**CBQA Global** shall initiate the suspension process based on the following reasons:

- Effective corrective action for the non-conformance is not implemented within a specified time period (3 months from the date of non-conformance issued).
- Improper or misuse of the certificate, symbol or logo not remedied to the satisfaction of **CBQA Global**.





- Applicant / candidate / certified person have persistently failed to meet any of the requirements for certification scheme and normative references etc.
- Applicant / candidate / certified person fail to meet contractual agreement (related to financial) to **CBQA Global**.
- Applicant / candidate / certified person is unable or unwilling to ensure conformance to revisions of standards.
- Existence of a serious complaint, or a large number of second or third-party complaints, which indicate that the quality and capability of certified person is not being maintained.
- Applicant / candidate / certified person does not comply to the deadlines set by

**CBQA Global** to upgrade to the latest revision of certification scheme as well as normative references.

- Applicant / candidate / certified person voluntarily requests for suspension.
- During the period of suspension, the Applicant / candidate / certified person shall not advertise or promote their certification mark.

The Suspension period will be for a maximum period of 6 (six) months, after which the certificate will be withdrawn if the conditions for placing the certificate under suspension is not met. If the conditions for suspension are met then the certificate will be restored.

#### 7.26 **Deregistration/Withdrawal/Cancellation**

CBQA Global shall deregister/withdraw or cancel the certificate on the following grounds:

- The Applicant / candidate / certified person fail to take effective corrective action within six months of suspension for any of the reasons given above.
- Applicant / candidate / certified person make a formal request to withdraw certification.
- Infringement by the Applicant / candidate / certified person of any contractual conditions between the Applicant / candidate / certified person and **CBQA Global**.
- Applicant/candidate/certified person will be deregistered on expiry of the current certificate unless renewal has been successfully completed.
- Applicant/candidate/certified person can be deregistered upon expiry date of the current standards in which there are revisions in the standards.
- In case an Applicant / candidate / certified person has certification to



multiple standards, based on the reason for suspension /withdrawal, Personnel Certification Manager of **CBQA Global** will decide the impact of continuation of certification of other standards not affected by suspension/ withdrawal and re-issue the relevant certificates in case of withdrawal.

#### 7.27 Termination

Applicant / candidate / certified person entitlement to the use of **CBQA Global** certification mark and the certificate shall end with immediate effect without the need for the notice of termination:

- If Applicant / candidate / certified person fails to notify **CBQA Global** without delay of any changes which are of major importance for the certification or of any impending change(s);
- If wrongful use is made of the certificate or the mark;
- If the result of the surveillance indicate that maintenance of the certificate is no longer justified;

- If the certification or maintenance of the certificate is prohibited under administrative law or by court order;
- Upon Applicant / candidate / certified person request.

The Parties hereby waive the provision of Articles 1266 of the Indonesian Civil Code requiring the pronouncement of the court for the termination of Rules and Services agreement.

The certification can also be terminated if the certified person has failed to meet the requirements of this Rules and Services agreement.

In the event that the certification is terminated, the registration certificate shall be deemed to be cancelled and the certified person have to stop using the certification and registration marks with immediate effect.

#### 7.28 Changes in the Standard

Any change in the normative references will be applicable to the certified person within the period of 3 (three) years.

### 7.29 Appeals Procedure

If for any reason an Applicant / candidate / certified person is not in Application Form with the Examiner's verdict after an evaluation/ examination/assessment, re-examination, including suspension or withdrawal of a certificate, he or she written appeal to the the Legal Department of **CBQA Global** by email [complaints@cbqaglobal.com](mailto:complaints@cbqaglobal.com). All appeals will be held in the presence of an Appeal committee. The committee will hear evidence from the Applicant / candidate / certified person and the relevant examiner. The decision of the committee is final and binding on both the Applicant / candidate / certified person and CBQA Global. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

The actions in response of a complaint and appeal will be recorded by the Legal Department and will be held under confidentiality and communicated to respective appellant/complainant.

Appeals will be handled as per the appeals and complaint handling procedure.

### 7.30 Complaints Against CBQA Global Personnel

If an Applicant / candidate / certified person have a complaint regarding any employee of **CBQA Global**, this should be sent in writing to our Governance, Risk, and Compliance (GRC) of **CBQA Global** by email to [complaints@cbqaglobal.com](mailto:complaints@cbqaglobal.com). The complaint shall be handled as per **CBQA Global's** defined complaint handling process.

### 7.31 Accreditation Body Witnessed Evaluation/ Examination/Assessments

It is a condition of the rules of registration that all Applicant / candidate / certified persons should, if requested, allow, Accreditation Body Auditor to visit the applicant/ candidate/ certified person premises/witness **CBQA Global** to carrying out their evaluation / examination/assessments. Failure to allow this could jeopardize the Applicant / candidate / certified person's registration.

**CBQA Global** reserves the right to change these rules of registration herewith without prior notification.

