

This English language agreement is a translation of the agreement in Japanese.  
This agreement shall be used for reference purposes only.  
If any doubt arises concerning differences in expression or interpretation of the agreement between the Japanese and English language versions, the Japanese language version shall apply.

Agreement No. JQ00000—00

## **CERTIFICATION AGREEMENT under JIS MARK SCHEME**

Certification Number :  
Division of Certification :

This agreement is for the certification in accordance with the provision of  Clause 1 of Article 19  Clause 2 of Article 19  Clause 1 of Article 20  Clause 1 of Article 23  Clause 2 of Article 23  Clause 2 of Article 23 of the Industrial Standardization Law.

This agreement is made by and between the [Name of Licensee] (hereinafter referred to as “the LICENSEE”) and Japan Quality Assurance Organization (hereinafter referred to as “JQA”) for implementation of the permission of usage of Marking of JIS mark, etc., concerning the Industrial and Mineral Products, etc. that JQA has certified for the LICENSEE.

(Definition of Terms)

### **Article 1**

The terms used in this Agreement shall be defined as follows:

(1) **Certification**

Certification of conformity to the requirements of Japanese Industrial Standard (hereinafter referred to as “JIS Standard”) under the Industrial Standardization Law

(2) **Industrial and Mineral Products, etc.** (hereinafter referred to as “PRODUCTS” )

PRODUCTS manufactured by the LICENSEE or Products processed by the LICENSEE using Processing Technologies or PRODUCTS sold by the LICENSEE, which become the object of Certification in accordance with this Certification Agreement.

(3) **Factory or Business Establishment** (hereinafter referred to as “FACTORY”)

General term for one or more FACTORIES where the PRODUCTS which need to be audited for the Quality Management System concerning the Certification are manufactured or processed.

(4) **Initial Product Testing**

Testing which JQA performs to examine whether the PRODUCTS of which the Certification is applied for by the LICENSEE conform to the applicable JIS Standard.

(5) **Initial Factory Audit**

Audit which JQA performs to confirm whether the Quality Management System of the FACTORY, where the PRODUCTS of which the Certification is applied for by the LICENSEE, are manufactured or processed, conforms to the corresponding criteria.

(6) **Certificate of Compliance**

The document attesting that the PRODUCTS are certified, which JQA issues to the LICENSEE

(7) **Marking of JIS mark, etc.**

Marking of JIS mark, etc. shall be the general term for Markings of the following 1) to 2) , which is stipulated in this Certification Agreement.

1) JIS mark (Marking of the form stipulated in Clause 1, Clause 2 and Clause 3 of Article 1 of the Ministerial Ordinance Concerning Certification of Conformity with JIS Standards in accordance with the Industrial Standardization Law) , number, or type and grade of the JIS Standard to which the PRODUCTS conform, and designation or abbreviation of JQA.

2) Supplementary information marked near the Marking in 1) : Marking matter specified in JIS Standard; name, designation or abbreviation of the Licensee; date or abbreviation of manufacture; designation or abbreviation of the manufacturer; designation or abbreviation of the FACTORY (when the number of FACTORY is two or more, their identification markings) ; other applicable matter among the matters required by the Registered Certification Body.

(8) **Certification Maintenance Surveillance**

Action of JQA to judge whether the Certification of the LICENSEE which JQA is performing is maintained or not, which consists of the Certification Maintenance Factory Audit corresponding to the Initial Factory Audit and the Certification Maintenance Product Testing corresponding to Initial Product Testing.

**(9) Criteria of Certification stipulated by the Nation**

The following Criteria of Certification stipulated by the Nation, together with their revised criteria as amended:

- 1) Clause 1, Clause 2 of Article 19, and Clause 1 of Article 20 (Marking) , Clause 3 of Article 19 and Clause 2 of Article 20 (Method of Audit concerning Certification) , and Clause 2 of Article 31 (Criteria of Method of Certification service)
  - 2) Article 1 (Marking) ; Article 2 (Criteria of Audit of Quality Management System) ; Articles 9 and Articles 10 (Implementation time and Frequency of Audit concerning Certification) ; Articles 11 to Articles 13 (Method of Audit concerning Certification) ; Article 14 (Criteria of Announcement concerning Certification) ; Articles 15 and 16 (Criteria of measures for illegal Marking, etc.) ; Article 18 (Criteria concerning content of Certification Agreement) ; Article 19 (Criteria of Notification to Applicant or Licensee) ; and Article 20 (Criteria of Confidentiality concerning Certification) of the Ministerial Ordinance concerning Certification of Conformity with JIS Standards in accordance with the Industrial Standardization Law
  - 3) JIS Q 1001 Conformity Assessment - Conformity Assessment for Japanese Industrial Standards – General guidance on a Third-party Certification System for Products □JIS Q 1011 □JIS Q 1012 □JIS Q 1013 Conformity Assessment - Conformity Assessment for Japanese Industrial Standards – Guidance on a Third-party Certification System □for Ready-mixed Concrete Products □for Precast Concrete Products □for Steel Products
- (10) Certification Criteria prescribed by JQA**  
Criteria of Method of Certification service specified in accordance with (9) by JQA
- (11) Division of Certification**  
Division of the PRODUCTS for Certification
- (12) Range of Certification**  
Specified category, grade, model, materials, shape, etc. of products included in the Division of Certification
- (13) Certified Products**  
PRODUCTS certified by JQA

(Rights and Obligations)

**Article 2**

- 1 JQA grants to the LICENSEE the right to use Marking of JIS mark, etc. under this Agreement to the extent of the Range of Certification, which is stated in the Certificate of Compliance and the Appendix, etc. to this Agreement.
- 2 The LICENSEE shall ensure that the Certified Products are manufactured under the same conditions as those pertaining to the PRODUCTS for testing that were submitted to JQA for Initial Product Tests.
- 3 The LICENSEE shall ensure that the Certified Products are distinguished from those that are not certified, in the case of presenting or explaining the Certification acquired from JQA to third parties, by means of advertising, publicity or other method (such as printed promotional materials, etc.) .
- 4 JQA's request to the LICENSEE for a report, or entry into the FACTORY to assess the Certified Products, materials or the quality management system thereof, in order to verify whether the LICENSEE's operations are properly conducted, shall not be obstructed by the LICENSEE. The cost of any JQA on-site assessment shall be borne by the LICENSEE, and the amount of such cost shall be determined by applying the time-based unit price and travel expenses in the Service Charge Table otherwise specified by JQA.

(Condition and Range of Licensing of Marking of JIS mark, etc.)

**Article 3**

- 1 Subject to the LICENSEE's compliance with Article 2, Clause 2, 3 and 4, together with conformity to each of the Certification Criteria prescribed, respectively, by the Nation and JQA, JQA grants to the LICENSEE the right to use Marking of JIS mark, etc. on the body, container, package, invoice or printed promotional materials for its Certified Products during the effective period of this Agreement.  
The LICENSEE may distribute copies of the Certificate of Compliance for the purpose of promoting its Certified Products.
- 2 The LICENSEE may use Marking of JIS mark, etc. only if the Certified Products are manufactured at the FACTORY specified in the Certificate of Compliance and only to the extent that such Certified Products are confirmed through proper in-house inspection and control, etc., as conforming to each of the Certification Criteria prescribed, respectively, by the Nation and JQA. In the event that the LICENSEE fails to conform, or in the event that JQA considers the LICENSEE have failed to conform, the LICENSEE shall immediately suspend the use of Marking of JIS mark, etc. at the direction of JQA.

- 3 The LICENSEE shall be responsible for the use of Marking of JIS mark, etc., and shall use such Marking in accordance with the “Control Outline Concerning Marking of JIS mark, etc.” specified in the appendix stipulated by JQA.
- 4 If the LICENSEE desires to use Marking of JIS mark’ etc. with other marking methods or for purposes other than those specified in the preceding Clauses, it shall consult in advance with JQA about such proposed use, etc., and shall not proceed with any such use without JQA’s written approval.
- 5 The LICENSEE shall record the quantities and applied time period when implementing Marking of JIS mark, etc. to its Certified Products.

(Term of Validity of the Certification Agreement)

#### **Article 4**

- 1 This Agreement shall continue in effect for three years from the Effective Date unless the Certification is revoked under the provisions of Article 17, Clause 4 of Article 18 or Article 19, or unless this Agreement is terminated under the provisions of Article 26. However, if JQA judges that Certification is to be continued as result of the periodic Certification Maintenance Surveillance (hereinafter referred to as “SURVEILLANCE”), as provided for in Clause 2 of Article 6, this Agreement shall be renewed under the same terms and conditions for the following three-year period, and the same shall apply for successive three-year periods thereafter. As to the effective period of this Agreement, the date of expiration of the effective period shall be specified as the Term of Validity in the Certificate of Compliance.
- 2 If the LICENSEE desires to renew this Agreement, the LICENSEE shall file an application with JQA at least three months prior to the expiration of the effective period by submitting a “Application Form of Certification Maintenance Surveillance for JIS Mark Scheme ” and any other documents, as required.
- 3 When application, pursuant to the preceding Clause, has been filed, and if JQA is unable to judge whether the Agreement is to be renewed or not prior to the expiration date of the effective period, this Agreement shall continue in effect for the period after the expiration of the Agreement until such time when the judgment for renewal is made.
- 4 In the case of the preceding Clause, if it is judged by JQA that this Agreement is to be renewed, the date of renewal of this Agreement shall extend back to the day following the expiration date of the effective period of this Agreement.
- 5 If, upon a request made by the LICENSEE, the periodic SURVEILLANCE, related to this Agreement, and other periodic SURVEILLANCES, related to certification agreements other than this Agreement, are to be conducted simultaneously, the renewal dates and relevant effective periods of such certification agreements may be unified. The date of renewal, in such case, shall be the day following the most immediate expiration date of the relevant expiration dates.
- 6 Notwithstanding the provisions of the preceding Clause, if the JIS Standards relative to the Certified Products of the LICENSEE are abolished or the products no longer conform to the JIS standards due to revisions (including partial abolishment, such as of Appendix, etc.) of the JIS Standards during the effective period of this Agreement, it shall be terminated on the date of the abolishment or revision.

(Offer of PRODUCTS for Testing)

#### **Article 5**

Upon request, the LICENSEE shall provide to JQA at no cost such PRODUCTS for testing as shall be necessary for JQA to certify the PRODUCTS or sustain its Certification. In this case, JQA shall bear no responsibility for any disassembly of and loss or damage to such the PRODUCTS that may arise out of the necessary testing, etc.

(Certification Maintenance Surveillance)

#### **Article 6**

- 1 JQA shall conduct the SURVEILLANCE on the PRODUCTS and the FACTORY specified in the LICENSEE’s Certificate of Compliance pursuant to this Agreement.  
The periodic SURVEILLANCE under this Agreement shall be as specified under Clause 2 of this Article and any temporal SURVEILLANCE shall be as specified under Clause 3 of this Article.
- 2 Periodic SURVEILLANCE shall be conducted once or more times during the three-year period following the conclusion of the Certification Agreement (after issue of Certification). Thereafter, it shall be conducted once or more times within the three-year period from the date of previous periodic SURVEILLANCE. The starting point of periodic SURVEILLANCE (the initial date from which the three-year period is to be reckoned) shall be the date on which “Application Form of Certification Maintenance Surveillance for JIS Mark Scheme” is accepted. JQA shall provide prior notification when periodic SURVEILLANCE is to be conducted, and the actual period of implementation of the SURVEILLANCE shall be discussed following the acceptance of “Application Form of Certification Maintenance Surveillance for JIS Mark Scheme”

- 3 Temporal SURVEILLANCE may be conducted under any of the following cases. In principle, temporal SURVEILLANCE shall be conducted without notifying the LICENSEE in advance; provided, however, JQA may provide prior notice of the date of SURVEILLANCE to the LICENSEE if it is acknowledged by JQA that such prior notice may not adversely affect the purpose of the temporal SURVEILLANCE in any way:
  - (1) If the LICENSEE changes or adds the specifications of its Certified Products, or intends to alter its quality management system; provided, however, that if JQA recognizes that there is no danger of said PRODUCTS not conforming to the relevant JIS Standards due to such changes, then all or part of Product Testing or Local Surveillance may be omitted.
  - (2) If JQA considers that the Certified Products may not conform with the corresponding JIS Standards, or that it is necessary for the LICENSEE to change its quality management system, due to a revision of the JIS Standards.
  - (3) If JQA receives a complaint from any third party that the LICENSEE's Certified Products do not conform with the relevant JIS Standards or that the LICENSEE's quality management system does not conform with the criteria for quality management system as specified in Annex B of JIS Q 1001, and JQA deems such alleged non-conformity is highly probable.
  - (4) Besides the above (1) through (3), if JQA recognizes the fact that the LICENSEE's Certified Products do not conform to the relevant JIS Standards, or the LICENSEE's quality management system do not conform to the criteria for quality management systems as specified in Annex B of JIS Q 1001, or that there is a possibility of such non-conformity.
- 4 The LICENSEE shall not refuse the right of JQA to enter, in principle during normal business hours, into its the FACTORY as may be necessary to achieve the objectives of SURVEILLANCE, nor shall it refuse the right of JQA to inspect internal standards for the Certified Products, control logs and records of measurement, testing and inspection relative to the conformity assessment of the Certified Products conducted in the process of normal production thereof.
- 5 JQA shall comply with the safety regulations applying to employees at the Factory when conducting the SURVEILLANCE.
- 6 After conducting the SURVEILLANCE, JQA shall decide whether the Certification can be maintained and shall inform the LICENSEE of the result.
- 7 The LICENSEE shall bear all costs incurred in conducting the SURVEILLANCE.

(Action to be taken in the case of Addition or Alteration of Division and Range of Certification, etc.)

#### **Article 7**

The LICENSEE shall observe the following formalities if it wishes to add, alter or reduce the Division of Certification and Range of Certification with respect to its Certified Products and/or FACTORY:

- (1) If the LICENSEE intends to add a Division of Certification for its Certified Products, it shall apply in advance for Certification of such addition of the Division of Certification. Upon such application from the LICENSEE, JQA shall conduct without delay an Initial Product Testing and an Initial Factory Audit for the additional division. If JQA decides to certify the newly added division, it shall inform the LICENSEE of such result then shall enter into the new Certification Agreement with the LICENSEE and issue the new Certificate of Compliance covering this additional Division of Certification.
- (2) If the LICENSEE intends to add, alter or reduce the FACTORY within the Range of Certification, it shall apply in advance for Certification of such addition, alteration or reduction of the said FACTORY. Upon such application from the LICENSEE, JQA shall conduct without delay an Initial Product Testing and an Initial Factory Audit for such added, altered or reduced part of the said FACTORY. If JQA decides to certify the one, it shall inform the LICENSEE of such result and if necessary, amend this Agreement and issue the new Certificate of Compliance in place of the one that had been issued prior to such amendment.
- (3) If the LICENSEE intends to add, alter or reduce the type or grade specified in the JIS Standards within the Range of Certification, it shall apply in advance for Certification of such addition to, alteration or reduction of the type or grade of the said Certified Products. Upon such application from the LICENSEE, JQA shall conduct without delay an Initial Product Testing and an Initial Factory Audit for such added, altered or reduced part of the said Certified Products. If JQA decides to certify the one, it shall inform the LICENSEE of such result and if necessary amend this Agreement and issue the new Certificate of Compliance in place of the one that had been issued prior to such amendment. However, JQA may bypass at its discretion all or part of the Initial Product Testing or Initial Factory Audit if JQA considers it appropriate.
- (4) If the LICENSEE intends to add, alter or reduce the PRODUCTS within the Range of Certification, it shall apply in advance for Certification of such addition, alteration or reduction of the said Certified Products. Upon such application from the LICENSEE, JQA shall conduct without delay an Initial Product Testing and an Initial Factory Audit for such added, altered or reduced part of the said

Certified Products. If JQA decides to certify the one, it shall inform without delay the LICENSEE of such result and if necessary amend this Agreement and issue the new Certificate of Compliance in place of the one that had been issued prior to such amendment. However, JQA may bypass at its discretion all or part of the Initial Product Testing or Initial Factory Audit if JQA considers it appropriate.

(Action to be taken in the case of Alteration of the JIS Standards, Criteria of Certification stipulated by the Nation, or Criteria of Certification stipulated by JQA)

#### **Article 8**

- 1 If the JIS Standards relative to the Certified Products of the LICENSEE are revised, JQA shall inform the LICENSEE of such revision without delay. Also, if JQA deems that the Certified Products may not conform to the revised JIS Standards or if it is necessary for the LICENSEE to alter its quality management system due to revision of the JIS Standards, JQA shall inform the LICENSEE of such judgment and shall carry out temporal SURVEILLANCE for the LICENSEE.
- 2 If the Criteria of Certification stipulated by the Nation or the Criteria of Certification prescribed by JQA are changed, JQA shall inform the LICENSEE of such change without delay. Also, if JQA deems that the Certified Products may not conform to the changed JIS Standards or if it is necessary for the LICENSEE to change its quality management system due to the change of the above-mentioned criteria, JQA shall inform the LICENSEE of such judgment and shall carry out temporal SURVEILLANCE for the LICENSEE.

(Public Announcement of Certification, etc.)

#### **Article 9**

- 1 After the Certification of the PRODUCTS of the LICENSEE, JQA shall make without delay the information described below available to the public at JQA's office, during normal business hours, and shall also publicly announce the said information by posting it on the JQA's Web site. The term of public announcement shall be from the Effective Date to termination of this Agreement:
  - (1) The Effective Date of this Agreement (i.e. Date of Certification) and Certification Number.
  - (2) Name or designation and address of the LICENSEE.
  - (3) Number of JIS Standard relative to the Certification, and type or grade of PRODUCTS specified in the JIS Standard (when the type or grade is specified in the JIS Standard concerned)
  - (4) Designation of the Certified Products.
  - (5) Division of Certification and Range of Certification.
  - (6) Designation and address of the FACTORY relative to the Certification.
  - (7) Matters to mark and their supplementary information marked near it with regard to the Certified Products and their marking method.
  - (8) Basis provision of the Laws concerning the Certification (Certification in accordance with Clause 1 or Clause 2 of Article 19, Clause 1 of Article 20 or Clause 1, Clause 2 or Clause 3 of Article 23 of the Industrial Standardization Law) .
- 2 If JQA revokes all or part of the Certification for PRODUCTS, it shall immediately announce the information described below to the public by posting it on the JQA's Web site. The term of such public disclosure shall be one year from the date of such revocation:
  - (1) Date of revocation and Certification Number.
  - (2) Name or designation and address of the LICENSEE.
  - (3) Number of JIS Standard relative to the revoked Certifications, and type or grade of PRODUCTS specified in the JIS Standard (when the type or grade is specified in the JIS Standard concerned) .
  - (4) Designation of the PRODUCTS concerning revoked Certification.
  - (5) Division and Range of revoked Certification.
  - (6) Designation and address of the FACTORY relative to the revoked Certification.
  - (7) Matters to mark and their supplementary information marked near it with regard to the PRODUCTS concerning the revoked Certification, and their marking method.
  - (8) Basis provision of the Laws concerning the revoked Certification (Certification in accordance with Clause 1 or Clause 2 of Article 19, Clause 1 of Article 20 or Clause 1, Clause 2 or Clause 3 of Article 23 of the Industrial Standardization Law) .
  - (9) Reason for the revocation.

3 Upon termination of this Agreement with respect to the Certification for PRODUCTS, JQA shall publicly announce without delay the information described below by posting it on the JQA's Web site. The term of such public disclosure shall be one year from the date of such termination:

- (1) Date of termination and Certification Number.
- (2) Name or designation and address of the LICENSEE relative to the terminated Certification.
- (3) Number of JIS Standard relative to the terminated Certification; and the type or grade of PRODUCTS specified in the JIS Standard (when the type or grade is specified in the JIS Standard concerned)
- (4) Designation of the PRODUCTS relative to the terminated Certification.
- (5) Division and Range of terminated Certification.
- (6) Designation and address of the FACTORY relative to the terminated Certification.
- (7) Matters to mark and supplementary information marked near it with regard to the PRODUCTS concerning the terminated Certification, and their Marking Method.
- (8) Basis provision of the laws concerning the terminated Certification (Certification in accordance with Clause 1 or Clause 2 of Article 19, Clause 1 of Article 20 or Clause 1, Clause 2 or Clause 3 of Article 23 of the Industrial Standardization Law).

(Damage in the Course of Audit, etc.)

#### **Article 10**

JQA shall bear no responsibility for any damages caused to the LICENSEE in the course of audit, etc. under the SURVEILLANCE and/or Article 7 (Action to be taken in the case of addition or alteration of Division and Range of Certification), except when there is any willful act or negligence caused by JQA.

(Consignment of Certification Service to Third Party)

#### **Article 11**

JQA may consign a part of its service for Certification of PRODUCTS to any third party, subject to the LICENSEE's consent thereto.

(Succession)

#### **Article 12**

The LICENSEE may assign the whole of its business relative to the Certification performed by JQA to any third party, or if there is any succession, amalgamation or partition (only in the case of succession of the total business) on the part of the LICENSEE, it may cause the subsequent entity to succeed to the full Certification, subject to prior written consent by JQA. Upon implementation of such succession of business with the Certification concerned, the LICENSEE shall promptly report such fact to JQA.

(Settlement of Complaints, etc.)

#### **Article 13**

1 In the event that the LICENSEE receives any complaint from a third party or that any dispute arises between the LICENSEE and any third party with respect to the Certified Products, the LICENSEE shall settle such complaint or dispute at its own responsibility. In addition, the LICENSEE and JQA agree to the following stipulations with respect to the settlement of complaints, etc., concerning the Certified Products:

- (1) The LICENSEE shall be responsible for the settlement of complaints from users, consumers, etc., in relation to the performance, quality and/or security of the Certified Products.
- (2) Upon settlement of the complaints as mentioned in (1) above, the LICENSEE shall record an outline of such complaints and measures taken for solution, and if the matter is deemed to be significant (the complaints, etc. which would raise doubts concerning the conformity with the JIS Standards etc.), the LICENSEE shall promptly report such information to JQA.

2 In the case of the preceding Clause, if JQA bears damages and such to a third party, the LICENSEE shall compensate JQA for the amount of such damages immediately upon its receipt of a claim for such compensation from JQA. However, JQA shall obtain prior written consent from the LICENSEE.

3 Upon request from the LICENSEE, JQA shall cooperate with the LICENSEE with respect to any complaint from a third party or any problem, etc. concerning a dispute as mentioned in Clause 1 of this Article, in order to ensure confirmation of the conformity of the Certified Products to the relevant JIS Standards and conformity of the LICENSEE's quality management system at its FACTORY to the Criteria for quality management system specified in Annex B of JIS Q 1001, and in order to investigate the cause of such problem, etc., and in order to effectively implement corrective and preventive actions.

(Confidentiality)

#### **Article 14**

JQA shall use any information on the Certified Products and on the manufacturing or processing thereof that became known to JQA in relation to the Certification service for the PRODUCTS being performed by JQA

solely for the purposes of such service. JQA shall not disclose such information to any third party without the LICENSEE's approval, or unless such disclosure is deemed necessary to ensure public safety in relation to Article 21, Clause 3 hereof, or unless there is any relevant legal requirement to disclose such information; provided, however, that the foregoing shall not apply to the type of information that enters the public domain at the conclusion of this Agreement, or that became known to the public without willful act or negligence on the part of JQA after the conclusion of this Agreement, or that is lawfully acquired by JQA from any third party.

(Action in the case of Misuse of JIS marks, etc.)

#### **Article 15**

- 1 JQA shall demand the LICENSEE to take corrective and preventive action against the following matters with a time limit of such action, if any of the following cases applies to the LICENSEE:
  - (1) If the LICENSEE uses the Marking of JIS mark, etc. or a Marking confusable with this to the PRODUCTS, containers, packages, invoices or printed promotional materials, etc. for PRODUCTS other than its Certified Products.
  - (2) If the LICENSEE uses the Marking of JIS mark, etc. or a Marking confusable with this for the advertisement of the PRODUCTS other than its Certified Products in a way that possibly lead to the misunderstanding that such other PRODUCTS have been certified by JQA.
  - (3) If there is any content in the advertising materials of the LICENSEE that may mislead a third party with respect to Certification by JQA.
  - (4) If the LICENSEE conflicts with Article 3.
- 2 JQA may extend the time limit of such action to be taken by the LICENSEE if it deems such extension to be necessary to satisfy the demand mentioned in the preceding Clause.
- 3 In the event that JQA does not receive a report stating that the corrective and preventive action under Clause 1 of this Article have been completed from the LICENSEE, within the time limit (including any extended period), JQA shall take any necessary action pursuant to Clause 1 (3) of Article 17.

(Corrective and Preventive Action)

#### **Article 16**

- 1 JQA shall demand the LICENSEE to take corrective and preventive action against the non-conformity concerned with a time limit of such action, if the LICENSEE's quality management system at its Factory does not conform to the Criteria of the quality management system as specified in Annex B of JIS Q 1001.
- 2 JQA may extend the time limit of such action to be taken by the LICENSEE if it deems such extension to be necessary to satisfy the demand mentioned in the preceding Clause.
- 3 In the event that JQA does not receive a report stating that the corrective and preventive action under Clause 1 of this Article have been completed from the LICENSEE, within the time limit (including any extended period), JQA shall take any necessary action pursuant to Clause 1 (3) of Article 17.

(Action to be taken when the Certified Products do not conform to the JIS Standard)

#### **Article 17**

JQA shall revoke the Certification of the LICENSEE or demand the LICENSEE to promptly suspend the use of the Marking of JIS mark, etc. (including any marking confusable with this), and shall demand the LICENSEE to halt delivery of the PRODUCTS that use the Marking of JIS mark, etc. for which the LICENSEE has acquired a license from JQA (including any marking confusable with this), but do not conform to the relevant JIS Standards if any of the following cases applies to the LICENSEE:

- (1) When the Certified Products do not conform to the relevant JIS Standard.
- (2) When the LICENSEE's quality management system does not conform to the Criteria of the quality management systems as specified in Annex B of JIS Q 1001 and the contents of said non-conformity may result in non-conformity to the relevant JIS Standards, or when other major non-conformities are found.
- (3) When the LICENSEE does not take required action appropriately or promptly to the demand made by JQA pursuant to Article 15 or 16.

(Action concerning Suspension of the Use of Marking of JIS mark, etc.)

#### **Article 18**

- 1 JQA shall notify in writing the items listed in (1) to (5) below if it shall make any demand pursuant to Article 17:
  - (1) The range of the Certified Products and the FACTORY those are subject to the demand.
  - (2) The purport that the use of the Marking of JIS mark, etc. (including any marking confusable with this) on the body, container, package, invoice or printed promotional materials, etc. for the Certified Products shall be suspended during the period from the date of the demand until the date of revocation thereof.

- (3) The purport that the PRODUCTS which use the Marking of JIS mark, etc. for which the LICENSEE has acquired a license from JQA (including any marking confusable with this) , but do not conform to the relevant JIS Standards shall not be delivered.
  - (4) Term of validity of the demand.
  - (5) The purport that the LICENSEE shall correct the cause of non-conformity of the Certified Products to the relevant JIS Standards or to correct the LICENSEE's quality management system to conform to the Criteria of the quality management system specified in Annex B of JIS Q 1001, and to take necessary preventive actions, within the term of validity of the demand.
- 2 JQA may extend the term of validity of the demand stipulated n (4) above if it deems such extension to be necessary.
  - 3 JQA shall promptly inform the LICENSEE in writing of its intention to withdraw the demand under Article 17, upon confirmation by JQA, that the actions described in Clause 1 (5) of this Article have been taken by the LICENSEE.
  - 4 JQA shall revoke the Certification of the LICENSEE's Certified Products if the LICENSEE fails to take such action as described in Clause 1 (5) of this Article.
  - 5 In the event that JQA demands suspension of the use of the Marking of JIS mark, etc., it shall also demand the LICENSEE to return the Certificate of Compliance, and the LICENSEE shall promptly return the said Certificate to JQA.

(Revocation of Certification)

**Article 19**

- 1 JQA shall revoke all the Certifications of Certified Products of the LICENSEE if any of the following is applicable:
  - (1) If the LICENSEE refuses, interferes with, or recuses itself from the SURVEILLANCE to be conducted by JQA.
  - (2) If, during the term of validity of the demand, notwithstanding JQA's demand under Article 17, the LICENSEE uses the Marking of JIS mark, etc. (including any marking confusable with this) on the body, container, package, invoice or printed promotional materials, etc. for its Certified Products.
  - (3) If, during the term of validity of the demand, notwithstanding JQA's demand under Article 17, the LICENSEE delivers the PRODUCTS that use the Marking of JIS mark, etc. for which the LICENSEE has acquired a license from JQA (including any marking confusable with this) , but do not conform to the relevant JIS Standards.
- 2 In addition to revocation of the Certification pursuant to the preceding Clause and Article 17, JQA may revoke the Certification for Certified Products if any of the following is applicable:
  - (1) If the LICENSEE does not perform payment of any debt to JQA (service charges, costs and expenses for Certification and sustaining Certification) by the due date.
  - (2) If the LICENSEE is in breach of any provision of this Agreement.

(Action concerning the Revocation of Certification)

**Article 20**

- 1 When JQA revokes the Certification for Certified Products, it shall notify the LICENSEE in writing of the date of revocation of such Certification and the right of the LICENSEE to file an objection against such revocation by JQA.
- 2 When JQA receives an objection from the LICENSEE against the revocation of Certification, it shall deliberate such objection and determine whether or not such revocation is justified.
- 3 If JQA revokes the Certification of Certified Products, it shall demand the LICENSEE to discontinue the use of the Marking of JIS mark, etc. (including any marking confusable with this) marked to the body, container, package, invoice or printed promotional materials etc., of the PRODUCTS, relative to the revoked Certification.
- 4 If JQA revokes the Certification of Certified Products, it shall demand the LICENSEE to return the Certificate of Compliance, and the LICENSEE shall promptly return the said Certificate to JQA.

(Action in the event of Non-Conformity of the PRODUCTS)

**Article 21**

- 1 The LICENSEE shall, irrespective of any suggestion by JQA, immediately take appropriate action such as adjustment, recall, or discontinuance of the use of the Marking of JIS mark, etc., for Certified Products at its own responsibility, if any of the following is applicable:
  - (1) When the use of the Marking of JIS mark, etc. is in breach of any provision of this Agreement.
  - (2) When any revelation is made in the marketplace, etc. that the Certified Products fail to conform to the relevant JIS Standards.
  - (3) When any non-conformity to the relevant JIS Standards is identified with respect to the Certified Products that use the Marking of JIS mark, etc.

- 2 In the event of the situation described in the preceding Clause, the LICENSEE shall promptly inform JQA of the details thereof and the intended response measures.
- 3 In the case of Clause 1 of this Article, JQA, after consultation with the LICENSEE, may announce to the public the details of non-conformity of such Certified Products.

(Other Notification Duties of the LICENSEE to JQA)

**Article 22**

In addition to the duties otherwise stipulated in the relevant articles in this Agreement, the LICENSEE shall promptly report to JQA if any of the following is applicable:

- (1) When the name or designation of the LICENSEE is changed.
- (2) When the designation of the FACTORY relative to the Certified Products is changed.
- (3) When the LICENSEE is going to change its quality management system (contents of the document describing the quality management implementation condition) concerning the Certification.
- (4) When the LICENSEE is going to alter or add the specification of the Certified Products.
- (5) When the business of all or part of the FACTORY relative to the Certified Products is closed

(Other Notification Duties of JQA to the LICENSEE)

**Article 23**

In addition to the duties otherwise stipulated in the relevant articles in this Agreement, JQA shall report to the LICENSEE at the respective specified times, if any of the following is applicable:

- (1) When JQA transfers its total business to any third party - by the date of such transfer
- (2) When JQA intends to move its office to another location - by the date of such relocation
- (3) When JQA intends to discontinue or terminate all or part of its Certification service - at least 6 months before such intended discontinuance or termination as intended
- (4) When JQA is subject to an order for revocation of registration under Article 38, Clause 1 of the Industrial Standardization Law or for suspension of all or part of its Certification service - immediately
- (5) When JQA receives a notice of hearing as stipulated in Article 38, Clause 2 of the Industrial Standardization Law - immediately
- (6) When the JIS Standards applying to the Certified Products, etc. are revised - immediately
- (7) When the criteria for audit of quality management system stipulated in Article 2 of the JIS Mark Ordinance for the Certified Products, etc. and/or the Criteria of the quality management systems specified in Annex B of JIS Q 1001 are revised - immediately.

(Objection of the LICENSEE to JQA)

**Article 24**

The LICENSEE has the right to file an objection against action taken by JQA with respect to the LICENSEE. Upon such objection by the LICENSEE, JQA shall take appropriate action.

(Costs for Certification)

**Article 25**

- 1 The service charge and costs and expenses, etc. for Certification and sustaining Certification to be paid by the LICENSEE to JQA shall be based on the standard for calculating charges and costs as otherwise defined by JQA.
- 2 The payment method for the service charge and costs and expenses etc. for Certification and sustaining Certification to be paid by the LICENSEE to JQA shall be based on the provisions as otherwise defined by JQA.

(Termination of This Agreement)

**Article 26**

- 1 JQA shall have the right to terminate this Agreement for any of the following reasons:
  - (1) When the LICENSEE submits a notice of intention to cancel this Agreement in writing to JQA, and JQA receives such notice
  - (2) When JQA revokes the Certification of Certified Products pursuant to Article 17, Clause 4 of Article 18, and Article 19.
  - (3) When the LICENSEE performs any action or behavior that significantly tarnishes the confidential relationship with JQA, e.g., When the LICENSEE without due cause interferes with JQA's performance of the Certification service, either intentionally or through gross negligence.
  - (4) When the LICENSEE is subject to the suspension of business transaction with banks, or is put into bankruptcy, or voluntarily files for bankruptcy, corporate rehabilitation or special liquidation under the relevant act.

- 2 In the event that this Agreement is terminated for any reason listed in the preceding Clause, the LICENSEE shall immediately discontinue the use of the Marking of JIS mark, etc., the Certificate of Compliance and other materials such as packaging, advertising and printed promotional materials, etc., for the Certified Products which make reference to the content of the Certification, and shall report to JQA the intended method of disposing of identification plates bearing the Marking of JIS mark' etc. authorized by JQA and any metal mold used for such Marking of JIS mark, etc. In addition, JQA may at its discretion verify such disposal at the place where such items are normally kept.
- 3 In the event this Agreement is terminated by any reason listed in Clause 1 hereof, the LICENSEE and JQA shall promptly settle the existing debts and credits between them.

(Termination of this agreement by an event of Force majeure)

**Article 27**

In the event the performance of JQA's Certification service becomes impossible for the Act of God or other force beyond control, this Agreement shall terminate naturally.

(Unstipulated Matters)

**Article 28**

Matters not stipulated in this Agreement and matters of doubt arising in the interpretation or application of this Agreement shall be settled in good faith in accordance with Japanese laws, regulations and customs, following consultation between the LICENSEE and JQA.

(Governing Law)

**Article 29**

This Agreement shall be governed by the laws of Japan.

(Agreed Jurisdiction)

**Article 30**

The Tokyo District Court or the Tokyo Summary Court shall have competent and exclusive jurisdiction over any dispute as to this Agreement and the rights and obligations arising under this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized representatives, as of the date and at the place denoted below.

**Effective Date of this Agreement:** [year][month][day]

LICENSEE:

[Address]

[Name of Company]

[Name of Representative]

JQA:

2-5-2, Marunouchi, Chiyoda-ku, Tokyo, JAPAN

Japan Quality Assurance Organization

□□□ □□□□, President

Attached Document: [Appendix] "Control Outline Concerning Marking of JIS mark, etc."

This English language appendix is a translation of the appendix in Japanese.  
This appendix shall be used for reference purposes only.  
If any doubt arises concerning differences in expression or interpretation of the appendix between the Japanese and English language versions, the Japanese language version shall apply.

[Appendix]

Agreement No. : JQxxxxxxx-xxx\*  
Control Outline No. : JQxxxxxxx-xxx\*-xx

## CERTIFICATION AGREEMENT under JIS MARK SCHEME

### APPENDIX

#### “Control Outline Concerning Marking of JIS Mark, etc.”

#### 1. PURPOSE

This control outline stipulates the conditions on marking of JIS Mark, etc. to be performed by the Licensee for the following products processing technologies of [Name of LICENSEE] of which the certification is being performed by JQA.

The terms used in this appendix is the same as the relevant definitions given in “CERTIFICATION AGREEMENT under JIS MARK SCHEME”.

- 1) Certification Number : JQxxxxxxx
- 2) Licensee Name or Designation :  
Address :
- 3) Number of JIS Standard concerning Certification :
- 4) Type or Grade specified in JIS standard :
- 5) Designation of the  products  processing technologies for Certification :
- 6) Division of Certification :
- 7) Factory concerning Certification Designation :  
Address :
- 8) Basis Provision of the Industrial Standardization Law concerning Certification : Clause 1 of Article 19  
Clause 2 of Article 19  
Clause 1 of Article 20  
Clause 1 of Article 23  
Clause 2 of Article 23  
Clause 3 of Article 23

#### 2. MARKING OF JIS MARK, ETC.

1) A JIS Mark(the form stipulated in Clause 1Clause 2Clause 3 of Article 1 of the Ministerial Ordinance concerning Certification of Conformity to JIS Standards) shall be monochromatic, and marked with a size not less than  $\text{O}0\text{mm}$  in diameter.

- 2) The following matters shall be marked near the JIS Mark:
  - ① Number of JIS Standard
  - ② Type or Grade specified in JIS Standard
  - ③ JQA logo
  - ④ Certification Number
  - ⑤ Name, designation or abbreviation of the licensee

#### 3. MARKING of SUPPLEMENTARY INFORMATION

The following information shall be marked:

- ① Time of manufacture or its abbreviation :
- ② Name of manufacturer or its abbreviation :
- ③ Designation of the factory or its abbreviation :
- ④ The marking matters specified in JIS Standard :
- ⑤ In case of a lot or batch, its identification number or symbol :

#### 4. METHOD of MARKING

The unit by the products and the unit by one package shall be used as the marking unit, and printing, stamping, engraving or tag attachment shall be used as the marking method.

#### 5. MARKING of JQA Logo

The marking of JQA logo shall be monochromatic. In addition, any change in the ratio of the logo and its shape, and processing shall not be performed, unless approved by JQA.

**Effective date of this Control Outline:** [year][month][day]

LICENSEE:

[Address]

[Name of Company]

[Name of Representative]

[Place], Date [year][month][day]

JQA:

2-5-2, Marunouchi, Chiyoda-ku, Tokyo, JAPAN

Japan Quality Assurance Organization

JIS Certification Dept.

, Director

Tokyo, Date [year][month][day]