



WORLDWIDE EXCELLENCE CERTIFICATES
WECERT QUALITY CERTIFICATES ISSUING SERVICES

Document Name: Contractual Requirements

Document Type: Procedure

Document Code: WE-PR-VV-E-04-Annex 4 – Rev. 01 – 10.2026

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1. PURPOSE AND STATUS OF THIS DOCUMENT

This document defines the contractual requirements, terms and conditions applicable to the provision of validation and verification services by WECERT Quality Certificates Issuing Services Co. This document forms an integral part of the Validation/Verification Service Agreement concluded between WECERT and the Client and shall be read and applied together with the applicable Agreement, quotation, service description, applicable validation/verification criteria, WECERT procedures, and accreditation or programme requirements, as applicable.

The requirements specified in this document apply to the validation and/or verification activities performed by WECERT and are intended to establish the respective rights, obligations, responsibilities, confidentiality requirements, use of marks and statements, assessment arrangements, payment conditions, and other applicable contractual conditions between WECERT and the Client.

By signing the Validation/Verification Service Agreement, the Client acknowledges that it has received, reviewed, and accepted the requirements contained in this document and agrees to comply with all applicable provisions herein.

Where this document is referenced in the Validation/Verification Service Agreement, it shall be considered a contractual document and a legally binding part of the Agreement.

In the event of any conflict between this document and the specific terms stated in the signed Validation/Verification Service Agreement, the provisions of the signed Agreement shall prevail, unless otherwise expressly stated.

2. ISSUING OF VALIDATION/VERIFICATION STATEMENT

2.1. Upon successful completion of the verification/validation and a positive decision made by WECERT's decision-Making committee regarding the statement of validation /verification (s), WECERT will register and present Verification/validation Statement in accordance with the service description.

2.2. Where a license is granted for the use of a validation or verification mark, or specific text, there shall be no ambiguity regarding the intended use of the validated or verified environmental information statement. Upon issuance of the Validation or Verification Statement(s), WECERT shall provide the client with the registered validation/verification logo(s), to be used strictly in accordance with the latest valid revision of **WE-PR-VV-E-04, Annex 2 – General Regulations for the Use of the Mark by Third Parties.**

2.3. In accordance with the requirement of the accreditation bodies, an assessment may be conducted to evaluate the WECERT's performance. If a client is selected for the witness verification activity, the client shall agree and accept a witness assessment by the accreditation body. (This clause applies only to statements issued under accredited activities).

3. PAYMENTS TERMS:

The client is responsible for directly covering the expenses related to the verification team's travel, lodging, and boarding. Auditee shall make the necessary arrangements and payments to concerned parties (e.g., Airlines, Hotel, rent car companies etc.) to facilitate the verification process.

4. WECERT OBLIGATIONS AND RESPONSIBILITIES

- 4.1. WECERT shall publish all updated documents related to the subject of this agreement, including annexes, on its website (www.wecert.net) and will promptly notify the client if any changes to these documents.
- 4.2. WECERT shall provide support and guidance to the client in understanding verification/validation process and requirements.
- 4.3. WECERT shall promptly inform clients about any changes that may affect this agreement or the subject of the agreement. This includes but is not limited to transitions of the Management System Standard(s), changes in WECERT's name, address, accreditation status, or any other relevant information that may impact on the terms and conditions of this agreement. Such communication shall be provided in writing and delivered to the client's designated contact person.
- 4.4. WECERT shall keep confidential, all information obtained or created during the performance of validation/ verification activities.
- 4.5. WECERT shall inform the client, in advance, of the information it intends to place in the public domain.
- 4.6. Except for information that the client makes publicly available, or when agreed between WECERT and the client, all other information is considered proprietary information and shall be regarded as confidential.
- 4.7. When WECERT is required by law or authorized by contractual arrangements to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information released.
- 4.8. Information about the client obtained from sources other than the client (e.g. complainant, regulatory authority) shall be confidential between the client and WECERT. The provider (source) of this information shall be confidential to the body and shall not be shared with the client, unless agreed by the source.

- 4.9.** WECERT shall take responsibility for any input that it accepts to take into account as part of its validation/verification activities, including those that have been generated by the client or other external parties.
- 4.10.** WECERT shall undertake validation/verification activities, including the specification of:
- a) all information is obtained during PRE-ENGAGEMENT form by client.
 - b) the specific requirements for the validation/verification activity, including any additional relevant requirements set by a programme or standard.

5. CLIENT OBLIGATIONS AND RESPONSIBILITIES

- 5.1.** The client hereby confirms that the information provided in the **pre-engagement form (WE-F-VV-E-03)** and in this agreement is valid, true, and correct.
- 5.2.** The client shall introduce a qualified person with sufficient knowledge of the organization and the scientific and executive principles of the subject of the contract as a representative of the organization with the necessary and sufficient authority to implement the subject of the contract.
- 5.3.** making all necessary arrangements for the conduct of the validation/verification, including provisions for examining documentation and access to all relevant processes, areas, records, and personnel.
- 5.4.** The client shall communicate to WECERT any facts that could affect the validity of an issued opinion and shall cooperate if any discovered facts or information materially affect the validation or verification opinion.
- 5.5.** The client commit that an opinion or report of factual findings made public is communicated in their entirety.
- 5.6.** Providing Health and safety instructions and necessary PPE to Verification/validation team and observer during site visit.

6. TERM AND TERMINATION

- 6.1.** This agreement shall remain in force unless and until terminated by either party with a written notification period of 3 (in word: Three) months.
- 6.2.** All outstanding charges pursuant to this agreement shall be settled before the termination of this agreement.

7. Dispute Resolution

Any dispute arising out of or in connection with this Agreement shall be resolved amicably through good faith negotiations. If the parties are unable to reach a resolution, the matter shall be referred to mediation or arbitration in accordance with UAE Law and shall fall under the jurisdiction of the Dubai courts.

8. LAW AND JURISDICTION

This agreement shall be governed and construed in accordance with UAE law. The parties hereby submit to the exclusive jurisdiction of the Dubai courts.

9. Entire Agreement

This agreement constitutes the entire understanding between the parties concerning the subject matter herein and supersedes all prior agreements, understanding, negotiations, and discussion, whether oral or written, between the parties.