## 1. RECOGNITION REQUIREMENTS

1.1. The entity applying for recognition or recognized (“the Entity”) acknowledges that it has obtained and will conform to the entity (accreditation or certification) specific requirements for recognition as defined by SSCI (“Requirements”) and shall meet these Terms and Conditions for Recognition (“the Agreement”).

## 2. RESPONSIBILITIES AND OBLIGATIONS OF THE ENTITY

2.1. The Entity agrees to cooperate and provide assistance, including access to information, documents, and records, necessary to enable SSCI to verify fulfillment of requirements for recognition.

2.2. The Entity agrees that it is a legal entity and maintains appropriate resources to supply services within the scope of recognition.

2.3. The Entity agrees to continually fulfill SSCI Requirements for recognition.

2.4. The Entity acknowledges that there is no guarantee that recognition will be granted by SSCI if the Entity is unable to demonstrate or maintain conformance to the applicable Requirements.

2.5. The Entity agrees to conform to changes in SSCI Requirements in accordance with the transition time periods specified by SSCI.

2.6. The Entity agrees to maintain impartiality and integrity for all services provided under its recognition granted by SSCI.

2.7. The Entity agrees to notify SSCI within 30 days of significant changes to its system or organization or changes significantly affecting the Entity’s delivery of the DSSC program, including the following:

- Legal, commercial, ownership, or organizational status;
- Organization, top management, or key personnel;
- Main policies, processes and procedures;
- Resources and location(s);
- Scope of recognition; and
- Other matters the Entity feels are significant to its organization.

2.8. Where required and as requested by SSCI, the Entity agrees to cooperate and provide assistance in arranging SSCI observing it conducting activities under the DSSC program.

2.9. If applicable, the Entity shall grant SSCI the right to verify through the Accreditation Body the conformance and competence of persons to whom and organizations to which SSCI-recognized work has been outsourced.

2.10. The Entity that is a Certification Body agrees that the Accreditation Body may provide SSCI access to information by which the Entity is accredited, and SCCI may receive confidential information, if applicable.
2.11. The Entity that is as a Certification Body, agrees that SSCI may provide the Accreditation Body with access to information related to recognition of the Certification Body by SSCI.

2.12. The Entity that is a facility, agrees that Certification Body may provide the SCCI with access to information related to recognition of the facility.

2.13. The Entity that is a facility, agrees that SSCI may provide the Accreditation Body and Certification Body with access to information related to recognition of the facility.

2.14. The Entity shall make available to SCCI upon request all complaints and appeals about its system related to the DSSC program and their resolution, which may include correction and corrective action relative to the operations of the Entity applying for recognition.

2.15. The Entity agrees to assist in the investigation and resolution of any DSSC program recognition-related complaints.

2.16. If this Agreement is terminated or an Entity loses any part of its recognition (applicable only to Certification Bodies) the Entity agrees to facilitate transfer of its organizations applying for recognitions under DSSC program as quickly as possible and no later than 30 days.

2.17. The Entity shall directly inform its customers of the termination (withdrawal of recognition). The Entity agrees that SSCI will inform these organizations if the Entity does not do so within the timeframe specified by SSCI.

2.18. Where applicable, the Entity shall have a legally enforceable arrangement with its client (Certification Body or organization) that commits to allow SSCI to observe the Entity carrying out DSSC program-related activities.

2.19. The Entity shall adhere to the requirements for the use of the SSCI logo.

2.20. The entity shall within 5 business days discontinue the use of SSCI’s logo, SSCI’s name, and claims of recognition in any medium, including, but not limited to, letterhead and electronic media.

2.21. The Entity agrees to withdraw or rectify to the satisfaction of SSCI misleading or incorrect behavior, notification, or publication with regard to its SSCI recognition upon notification by SSCI.

3. RESPONSIBILITIES AND OBLIGATIONS OF SSCI

3.1. SSCI will make available the appropriate Requirements.

3.2. SSCI shall give due notice of any changes to its Requirements and of any transition period by which the Entity applying for recognition shall conform to the new Requirements.

3.3. If SSCI becomes aware of evidence of fraudulent behavior or the Entity intentionally provides false information or conceals information or deliberately violates Requirements, SSCI will, as applicable, reject or withdraw the application or terminate the recognition.

3.4. SSCI agrees to make publicly available information about the current status of recognition granted to the Entity, including the following:
• Name and location of the Entity;
• Dates of granting recognition;
• Status of recognition; and
• Scope of recognition.

3.5. During the process of recognition and in performance of recognition activities, each party will have access to and obtain information that is confidential or proprietary to the other party. The Receiving Party agrees to hold in confidence and not to disclose or reveal to any person or entity any Disclosing Party Confidential Information disclosed hereunder without the express prior written consent of the Disclosing Party. “Confidential Information” means any written non-public information or materials, received or obtained at any time by the Receiving Party, that is marked by Disclosing Party as confidential. Confidential Information does not include information that the Receiving Party can demonstrate with competent written proof is: (a) already lawfully known by the Receiving Party at the time of first receipt and is not subject to any other nondisclosure agreement between the parties; (b) now, or which later becomes, generally known to the public through no fault of the Receiving Party; or (c) required by law, provided that in this situation, the Receiving Party shall immediately notify the Disclosing Party in writing of such request for disclosure and shall provide the Disclosing Party with reasonable cooperation and assistance in obtaining a suitable protective order and in taking any other steps to preserve confidentiality.

4. TERM AND TERMINATION

4.1. This Agreement shall remain in force unless terminated by either party.

4.2. This Agreement may be terminated only upon three months’ prior written notice sent by overnight mail.

4.3. The recognized party may appeal in writing the termination of this Agreement by SSCI within 30 days after receipt of the termination notice.

4.4. The latest version of this Agreement is available on SSCI’s website.