

Certification agreement

Edition N°: 07 - January 2025		Code: R_05_02
Produced by: Marc Daher	Approved by: Mr. Ali Ahmad	Page 1 of 15

1. PLACE AND DATE:

Place:	Montevideo, República Oriental del Uruguay
Date:	

2. THE PARTIES:

First Party:	URUGUAY ISLAMIC CENTER		
RUT N° (Registration)	216124930017		
Legal address	Soriano 1364, Montevideo		
Acting as Halal Certifying Body, hereafter referred to as "UIC" or "Certification Body or "HCB"			

Second Party:	
RUT N° (Registration)	
Legal address	
Hereafter referred to as t	he "Client".

3. THE PARTIES HEREBY AGREE TO REGULATE THEIR RELATIONS ACCORDING TO THE FOLLOWING CLAUSES:

I. DECLARATIONS

Certification Body Declarations

The Uruguay Islamic Center (UIC) declares that it is a legal and independent entity, established and registered in accordance with the laws of Uruguay, authorized to act as a certification body for Halal products. The UIC is an approved and internationally accredited certification body, recognized by accreditation bodies whose scope includes the activities and products covered under this agreement. The UIC ensures that its accreditation scope encompasses all necessary procedures to issue certificates under this contract.

Client Declarations

The Client declares that it is a legal and independent company, established and registered in accordance with applicable laws, engaged in producing or trading products subject to Islamic religious requirements.

II. OBJECT

This	contract	aims	to	provide	Halal	certifica	ition	servic	es fo	r catego	ory		and	the	following	product	is:
	, in	accord	dano	ce with	the re	quireme	nts o	of the	UIC d	ertificat	ion	sche	eme	and	reference	standar	ds
such	as GSO 2	055-1	and	d GSO 99	93:201	5.											

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The contract does not guarantee automatic approval but ensures a professional, impartial, and transparent conformity assessment process. Certification decisions are made without discrimination and based solely on objective evidence obtained during evaluations and audits.

The certification process follows a three-year certification cycle, during which the UIC conducts initial audits, periodic surveillance audits, and recertification audits to ensure continued compliance with Islamic Halal standards. The cycle begins upon the approval of either certification or recertification.

This contract remains valid until the expiration date of the certification. It may be renewed upon request for recertification, which must be submitted no later than six months before the expiration date. Certification may be suspended or canceled at any time if the terms outlined in this contract are violated.

III. DEFINITIONS

The Parties agree that for the effects of the present Contract, the terms listed below have the following meaning:

- a. **Certificate of Plant Enablement for Halal Production**: it's the Certificate issued by the UIC attesting that the plant fulfils the requirements for processing and storing products according to Islamic halal requisites.
- b. **Islamic (Halal) Certificate**: it's the document issued by UIC in accord with the rules of its certification system, which attests that the product fulfils the requirements of the Islamic religion.
- c. **UIC Halal Guarantee Seal:** it's the seal that indicates that the products have been certified by UIC in conformity with the requirements of the Islamic Religion and its use is allowed to the Client in the terms of the present Contract and the applicable Manuals and Procedures.
- d. Register N°: it's the Client's registration number, in UIC Register Book of Companies.
- e. **Confidentiality and Impartiality:** treatment due to any information, knowledge and documents described in the corresponding *clauses ninth and tenth* of the present contract, to which all the staff of the Parties at all levels, are obliged to respect.
- f. **Manuals and Procedures**: documents developed by the UIC containing information about the different activities performed by the institution.
- g. **Certification Scheme**: document prepared by the UIC outlining the procedures of the *Certification Body* and obligations of the Client to be fulfilled in every stage of the certifications.
- h. **Products:** the ones that the Client produces or trades, obtaining UIC certificate.
- i. **Subcontracted Laboratory:** it's a tests or trials laboratory accredited in the National Register of Laboratories, whose services can be accessed by UIC.
- j. **Test:** the product analysis, carried out in a subcontracted laboratory according to due requirements.

IV. FEES & CHARGES

a. The Client is obligated to pay the established fees for the certification services provided by the UIC, as approved in proposal number ____.

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- b. All costs related to laboratory testing conducted by independent laboratories subcontracted by UIC must be borne by the Client.
- c. The Client acknowledges and agrees that UIC reserves the right to adjust fees at any time. Such adjustments will be communicated in writing, and the Client agrees to comply with the updated fee structure.
- d. The Client commits to paying additional fees if UIC is required to allocate extraordinary time or resources to supervise or verify the fulfilment of the Client's obligations during the certification process, as determined by UIC.
- e. Inspection and supervision costs, as defined by the certification scheme for each category and product, must be paid in accordance with the terms agreed upon in the Client's proposal.

V. ISSUANCE OF CERTIFICATION DOCUMENTS

- a. Halal Certification: This is the certificate issued by the UIC, attesting that the plant complies with the Halal and sanitary requirements established by the applicable certification scheme and reference standards, such as GSO 2055-1 and GSO 993:2015.
- b. Batch Certification: This is a certification issued for each batch or shipment, accompanying the certificate of origin. It attests that the specific batch or shipment meets the Halal requirements defined under the surveillance and monitoring processes outlined in the certification scheme.

VI. EIGTH: OBLIGATIONS

The Client commits to the following obligations, as an entity and on behalf of its directors and employees:

1. Compliance with Certification Requirements

The Client agrees to fulfill all certification requirements established by UIC, including implementing any changes communicated by UIC in a timely manner.

2. Implementation of Measures

The Client shall implement all necessary measures in production, inspection, and testing programs to ensure that its products meet UIC's Halal certification requirements.

3. Corrective Actions

The Client agrees to follow UIC's recommendations or corrective actions to address deficiencies or improve product quality.

4. Ongoing Production Compliance

When certification applies to ongoing production, the Client shall ensure that certified products continue to meet Halal requirements as directed by UIC.

5. Facilitation of Evaluations

The Client shall make all necessary arrangements to facilitate UIC's personnel in the following activities:

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- Conducting evaluations and surveillance audits, including providing access to documentation, records, equipment, locations, personnel, and subcontractors.
- Performing inspections or follow-up visits (scheduled or unannounced), including annual certification surveillance audits.
- Investigating complaints related to certified products.
- Allowing the participation of observers or trainee auditors when required by UIC.

6. Access for Periodic and Unannounced Visits

The Client explicitly agrees to allow periodic and sudden evaluation visits by UIC or its authorized personnel, as required under the certification scheme.

7. Provision of Information

The Client shall provide all information requested by UIC personnel, including details about product specifications, processes, production methods, and other relevant information necessary for auditing and certification services under this contract.

8. Production Register Book

The Client must maintain a Production Register Book organized by production dates under the UIC Halal Guarantee Seal. This register must include details such as quantities, species, volumes, destinations, and other relevant data.

9. Sworn Declarations

Every three months, the Client shall submit a Sworn Declaration to UIC reflecting the details listed above for production and shipments under the UIC Halal Guarantee Seal during that period.

10. Risk Management

If UIC or the Client identifies any risk to Halal certification in plant procedures, the Client shall cooperate with UIC to define and implement corrective measures promptly.

11. Consistency in Claims

Any claims made by the Client regarding certification must be consistent with the scope of certification granted by UIC.

12. Prohibition of Misuse

The Client shall not use UIC's Halal product certification in any way that could damage UIC's reputation or make misleading or unauthorized statements about the certification.

13. Suspension or Termination Obligations

In cases of suspension, withdrawal, or termination of the Certificate of Plant Enablement for Halal Production:

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- The Client must discontinue all advertising containing references to UIC certifications.
- The Client must return all certification documents as required by the certification scheme.
- The Client must take any additional measures specified by UIC.

14. Reproduction of Certification Documents

If providing copies of certification documents to third parties, the Client must reproduce them in their entirety or as specified in the certification scheme.

15. Use in Media

When referring to Halal product certification in communication media (e.g., documents, brochures, advertising), the Client must comply with UIC's requirements or those specified in the certification scheme.

16. Use of Marks of Conformity

The Client must comply with all requirements prescribed in the certification scheme regarding the use of marks of conformity and any information related to Halal products.

17. Complaint Records

The Client must maintain a record of all complaints related to compliance with Halal certification requirements. These records must:

- Be made available to UIC upon request.
- Include documented actions taken regarding complaints and deficiencies affecting compliance with certification requirements.

18. Notification of Changes

The Client must inform UIC without delay about any changes that may affect its ability to conform with Halal certification requirements. Examples include:

- Legal, commercial, or organizational status changes (e.g., ownership).
- Changes in organization or management (e.g., key managerial staff).
- Modifications to products or production methods.
- Changes in contact addresses or production sites.
- Significant changes to quality management systems.

19. Confidentiality Requirements

The Client shall fulfill all confidentiality obligations outlined in this contract at all times.

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20. Authorization for Sampling and Testing

The Client authorizes UIC to conduct necessary sampling, testing, and follow-up visits as part of its certification services for both plant operations and Halal products under this contract.

VII. CONFIDENTIALITY

a) Confidentiality of the Client's Information

The Parties agree that during the provision of certification services, the Client will grant UIC access to all required technical information, procedures, patents, implementation strategies, programs, products, and any other information necessary to fulfill its certification requirements. UIC undertakes to maintain absolute confidentiality regarding such information and shall not disclose it to third parties without prior written consent from the Client, except as required by law or accreditation bodies.

b) Confidentiality of UIC's Certification Procedures and Communications

The Client, including its directors, employees, technicians, and subcontractors, is obligated to maintain strict confidentiality regarding UIC's Halal certification procedures, documents, methodologies, and any communications between the Parties. This includes refraining from disclosing such information to third parties unless explicitly authorized in writing by UIC.

c) Retention and Disposal of Confidential Information

Both Parties agree to retain confidential records and documents for the duration required by applicable laws, regulations, or certification schemes. Upon expiration of the retention period or termination of this Contract:

- The Parties shall return or securely destroy all confidential documents and information belonging to the other Party upon request.
- Any disposal of records must comply with secure data destruction methods to prevent unauthorized access.
- Records related to certification decisions shall be retained for at least the current certification cycle and one previous cycle or as otherwise mandated by applicable standards (e.g., ISO/IEC 17065).

d) Exceptions to Confidentiality

Confidentiality obligations shall not apply in cases where:

- The information is already publicly available at the time of disclosure.
- Disclosure is required by law or regulatory authorities.
- Disclosure is necessary for accreditation purposes or as part of legal proceedings. In such cases, UIC shall notify the Client in advance unless prohibited by law.

e) Commitment to Confidentiality by Staff

Both Parties commit to ensuring that their respective staff respect these confidentiality obligations. Measures include:

Signing confidentiality agreements or affidavits by employees and subcontractors.

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- Restricting access to sensitive information on a need-to-know basis.
- Implementing secure storage and data protection protocols.

f) Data Protection Compliance

Both Parties agree to comply with applicable data protection laws when handling personal or sensitive data related to certification activities. This includes ensuring secure transmission, storage, and access control for all records containing confidential information.

VIII. IMPARTIALITY

a) Commitment to Impartiality

The Parties agree to take all necessary measures to ensure the impartiality of their respective staff, including directors, employees, subcontractors, and technicians at all levels, during all stages of certification activities.

b) Independence of Relationships

To safeguard impartiality, neither Party shall maintain any direct or indirect relationships (e.g., contractual, financial, or other obligations) that could compromise impartiality or create a conflict of interest. This includes avoiding any undue influence—financial, commercial, or otherwise—that may affect the independence of certification decisions.

c) Independent Conduct During Certification Services

During certification services, each Party shall ensure that its staff act independently and impartially throughout all stages of the process. This includes evaluations, audits, interactions, communications, and decisions related to technical information, implementation programs, product processing, and any other aspects of certification procedures.

d) Impartiality Safeguards for Staff

The Parties commit to implementing appropriate measures to ensure that all staff respect impartiality requirements. These measures include:

- Signing affidavits (sworn declarations) of impartiality by all personnel involved in certification activities.
- Establishing policies and procedures to identify and mitigate potential conflicts of interest.
- Conducting regular reviews to ensure ongoing compliance with impartiality requirements.

e) Committee for Safeguarding Impartiality

The Certification Body shall establish a Committee for Safeguarding Impartiality and secure the following:

- Include representatives from relevant stakeholders to ensure balanced representation.
- Regularly review risks to impartiality and recommend corrective actions.
- Monitor compliance with impartiality requirements across certification activities.

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f) Conflict of Interest Declaration

All personnel involved in certification activities must declare any prior or current affiliations with organizations that could create a conflict of interest. This includes associations with entities involved in designing, producing, or supplying Halal products or services.

g) Prohibition on Advisory Services

The Certification Body shall not provide consultancy or advisory services related to Halal certification or quality management systems to avoid compromising impartiality.

h) Monitoring and Review

The Certification Body shall regularly monitor and review its impartiality policies and practices to ensure compliance with applicable standards. Records of these reviews shall be maintained as evidence of conformity.

i) Reporting Potential Risks

Both Parties agree to report any potential risks to impartiality immediately upon identification. Corrective actions will be implemented promptly to address such risks.

j) Confidentiality in Impartiality Management

All information related to managing impartiality risks shall be treated as confidential and shared only on a need-to-know basis within the scope of certification activities.

IX. ADVERTISING

a) Permitted Use of Certification Marks and Statements

During the term of this Contract, the Client is permitted to use the UIC Halal Guarantee Seal and the phrase "Certified Halal Products" in its advertising, promotional materials, and product labeling. This permission applies strictly to products certified under this Contract and must comply with all terms and conditions established by UIC.

b) Conditions for Use

The Client shall ensure that:

- The UIC Halal Guarantee Seal and any reference to Halal certification are used only for certified products.
- All uses of certification marks or statements are accurate, not misleading, and comply with UIC's guidelines and applicable certification schemes.
- Certification marks are displayed in a manner that does not imply certification of non-certified products or services.

c) Prohibited Use

The Client shall not:

• Use certification marks or statements in a way that could bring UIC into disrepute.



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- Make any unauthorized or misleading claims regarding certification status.
- Use expired, suspended, or withdrawn certification marks.

d) Approval of Advertising Materials

The Client agrees to submit advertising and promotional materials referencing UIC Halal certification for prior approval if requested by UIC. UIC reserves the right to require modifications to ensure compliance with certification requirements.

e) Actions Upon Suspension, Withdrawal, or Termination

In the event of suspension, withdrawal, or termination of certification:

- The Client must immediately cease using all advertising materials, labels, or communications containing references to UIC certifications.
- Certification marks must be removed from all certified products and promotional materials.
- The Client must take any additional measures required by UIC to prevent misuse of certification references.

f) Third-Party Reproduction

If the Client reproduces or shares copies of certification documents with third parties, they must ensure that:

- Documents are reproduced in their entirety without alteration.
- Any translations are approved by UIC before dissemination.

g) Monitoring and Enforcement

UIC reserves the right to monitor the Client's use of its Halal Guarantee Seal and related statements. Any misuse will result in corrective actions as outlined in this Contract, including possible suspension or withdrawal of certification.

X. RESPONSIBILITIES AND INDEMNIFICATION

a) Client Responsibility for Halal Compliance

The Client acknowledges that it is solely responsible for ensuring that its Halal products comply with the requirements of Islamic Law, regardless of the certifications, tests, and verifications conducted by UIC. If any company, entity, or authority imposes sanctions due to violations of Islamic precepts, such sanctions shall be deemed the sole responsibility of the Client and not UIC.

b) Indemnification for Non-Compliance

The Client agrees to fully indemnify and hold UIC harmless from any damages, claims, or liabilities arising from certified Halal products failing to meet UIC's requirements at any time. This includes indemnification for costs incurred by UIC in addressing any resulting non-conformities or claims.

c) Responsibility for Claims Related to Certification

The Client assumes full responsibility for any claims directed at either Party concerning violations of Halal



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certification requirements. Such claims must be addressed in accordance with the terms of this Contract and the procedures outlined in the applicable certification scheme.

d) Authorization to Inform Authorities and Public

In addition to indemnifications established under this Contract, the Client authorizes UIC to notify relevant authorities and the public if certified products are found to deviate from agreed-upon Halal requirements. This notification may occur regardless of whether this Contract is terminated.

e) Liability Disclaimer for Testing and Procedures

The Client releases UIC from all liability for potential consequences arising from tests, trials, or procedures conducted under UIC's direction or advice. UIC shall not be held responsible for any damage or adverse effects on products, facilities, or personnel during such activities.

f) Retention of Records Related to Claims

Both Parties agree to retain records related to claims, complaints, and non-conformities as required by applicable laws and standards. These records shall be made available upon request by relevant authorities or accreditation bodies.

XI. NON-FULFILMENT AND RESOURCES

a) Notification of Non-Fulfilment and Corrective Measures

If UIC detects a non-fulfilment of the Client's obligations under this Contract, which is deemed by UIC not to constitute a serious violation, UIC shall notify the Client in writing. The notification will specify the non-conformity and establish a maximum timeframe for the Client to implement corrective measures.

b) Failure to Implement Corrective Measures

If the Client fails to implement the corrective measures requested by UIC within the established timeframe or violates any obligations under this Contract:

- The Client will have an additional deadline of 30 days to rectify the non-fulfilment.
- The Client shall bear all costs and expenses incurred by UIC for additional verification, reassessment, and follow-up activities required to address the non-fulfilment.

c) Indemnification for Persistent Non-Fulfilment

If the Client fails to rectify the non-fulfilment within the terms established by UIC, and regardless of UIC's right to terminate this Contract:

- The Client shall pay UIC an indemnification equivalent to the value of the annual plant approval fee.
- UIC reserves the right to suspend or withdraw certification in accordance with its certification scheme and applicable standards.

d) Termination Due to Non-Fulfilment

In cases where UIC terminates this Contract due to non-fulfilment:

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- The Client must immediately cease using all certificates, marks, and references issued by UIC in any form, including communications, advertising, or product labeling.
- The Client must promptly return all labels, documents, certificates, and materials related to UIC's certifications.
- The Client must comply with any additional measures required by UIC to prevent misuse of certification references.

e) Exceptional Non-Fulfilment for Specific Shipments

In cases where non-fulfilment is limited to a specific shipment or consignment:

- The provisions outlined in this clause will apply explicitly to that shipment or consignment.
- Certification for other products or processes may remain valid if they are unaffected by the nonfulfilment.

f) Record Retention for Non-Conformities

UIC and the Client shall retain records related to detected non-conformities and corrective actions for a period specified in applicable laws and standards. These records must be made available upon request by accreditation bodies or regulatory authorities.

g) Public Notification of Non-Conformities

In cases where certified products fail to meet Halal requirements or contractual obligations:

- The Client authorizes UIC to notify relevant authorities and stakeholders about such nonconformities.
- UIC may make public announcements if deemed necessary to protect consumers or ensure compliance with Halal standards.

XII. MODIFICATIONS

a) Agreement on Modifications

Any modification to the terms of this Contract shall require prior written agreement between the Parties. Changes must be communicated in a timely manner and documented to ensure mutual understanding and compliance.

b) Changes Initiated by UIC (Certification Body)

The UIC shall notify the Client in writing of any changes to certification requirements, schemes, or applicable standards that may affect the scope or validity of certification. The notification shall include:

- A description of the changes.
- The timeline for implementation.
- Any actions required by the Client to maintain certification.

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The UIC shall verify the Client's implementation of such changes through evaluations, audits, or other necessary actions as required by the certification scheme.

c) Changes Initiated by the Client

The Client is obligated to inform UIC without delay of any changes that may affect its ability to meet certification requirements. Examples include, but are not limited to:

- Changes in legal, commercial, or organizational status or ownership.
- Changes in key management personnel, decision-making authorities, or technical staff.
- Modifications to certified products or production methods.
- Changes in contact addresses or production sites.
- Significant changes to quality management systems or processes.

d) Actions for Changes Affecting Certification

When changes affecting certification occur (whether initiated by UIC or the Client), UIC shall decide on appropriate actions to address them. These actions may include:

- Evaluation of the changes (e.g., additional audits or document reviews).
- Review of certification documentation and records.
- Issuance of revised certification documents (e.g., updated certificates or surveillance schedules).
- Adjustment of surveillance activities as required by the certification scheme.

e) Records and Documentation

All modifications and related actions shall be documented by UIC and retained as part of certification records in accordance with applicable standards.

f) Suspension or Withdrawal Due to Unaddressed Changes

Failure by the Client to notify UIC of relevant changes or implement required actions within specified timelines may result in suspension, reduction, or withdrawal of certification as outlined in Clause Thirteenth.

XIII. TERMINATION, SUSPENSION, WITHDRAWAL, AND SCOPE CHANGES

a) Voluntary Termination

- Either Party may request the termination of this Contract by providing written notice at least 60 days in advance.
- Termination shall not affect any obligations or liabilities incurred by either Party prior to the
 effective date of termination.

b) Suspension of Certification

• Certification may be suspended if:

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- The Client fails to meet certification requirements or address non-conformities within the specified timeframe.
- o Surveillance or recertification audits are not conducted as scheduled.
- o The Client misuses certification marks or makes misleading claims about certification.
- o The Client fails to comply with financial obligations under this Contract.

• During suspension:

- The Client shall cease using certification marks and references to certification in advertising or promotional materials.
- o Certification status will be publicly updated to reflect the suspension.
- Suspension shall not exceed six months. If corrective actions are not completed within this period, certification may be withdrawn.

c) Withdrawal of Certification

- · Certification may be withdrawn if:
 - 1. The Client fails to resolve issues that led to suspension within the specified timeframe.
 - 2. Major non-conformities are identified that cannot be rectified.
 - 3. The Client ceases operations or discontinues certified products or services.
 - 4. Legal violations or fraudulent activities related to certification are identified.
- Upon withdrawal:
 - o The Client must immediately cease using all certification marks and references.
 - o Certification documents must be returned to UIC or destroyed as instructed.

d) Reduction of Scope

- UIC reserves the right to reduce the scope of certification if:
 - o Specific products, processes, or sites fail to meet certification requirements.
 - o The Client requests a reduction in scope due to operational changes.
- Any reduction in scope will be reflected in revised certification documents and public records.

e) Extension of Scope

• The Client may request an extension of the scope of certification by submitting a formal application. UIC will evaluate the request through additional audits or reviews as necessary.

f) Responsibilities Upon Termination, Suspension, Withdrawal, or Scope Reduction

• The Client shall:

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- Cease using all references to certification in advertising, promotional materials, and product labeling immediately upon termination, suspension, withdrawal, or scope reduction.
- 2. Notify relevant stakeholders (e.g., customers) about changes in certification status when required by UIC.
- 3. Take appropriate measures to prevent misuse of certification marks and claims.

g) Reinstatement of Certification

- Certification may be reinstated following suspension if:
 - 1. The Client resolves all non-conformities and fulfills corrective actions within the specified timeframe.
 - 2. UIC verifies compliance through additional audits or evaluations as necessary.

h) Public Notification

• UIC reserves the right to notify relevant authorities and publish information about changes in certification status (e.g., suspension, withdrawal) as required by applicable standards.

i) Record Retention

UIC shall retain records related to termination, suspension, withdrawal, or scope changes for a
period specified by applicable standards and legal requirements.

XIV. APPLICABLE LAW AND JURISDICTION

a. Governing Law

The Parties agree that the applicable laws and regulations governing the interpretation, execution, and enforcement of this Contract are those in force under the jurisdiction of Uruguay. The Contract shall also adhere to any applicable international standards referenced within this agreement, including but not limited to ISO/IEC 17065:2012 and GSO 2055-2.

b. Jurisdiction

Any disputes arising from or related to this Contract shall be resolved under the exclusive jurisdiction of the competent courts of Uruguay.

c. Legal Addresses for Notifications

The Parties agree that their respective legal addresses for receiving notifications or notices are those stated in this Contract. Both Parties are obligated to promptly inform one another in writing of any changes to their legal addresses. Until such notification is received, all communications sent to the previously stated addresses shall be considered valid.

d. Compliance with International Standards

Both Parties agree to comply with applicable international standards, including provisions related



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to certification validity, suspension, withdrawal, or reduction of scope as outlined in ISO/IEC 17065:2012 (Clause 7.11) and GSO 2055-2. In case of conflict between local laws and international standards, the Parties will work collaboratively to ensure compliance while maintaining certification integrity.

e. Retention of Records Related to Certification

UIC shall retain all records related to certification decisions, including those affected by changes in legal requirements or jurisdictional obligations, for a period specified by applicable standards and laws.

4. SIGNATURES

The Parties sign two identical copies in the place and date indicated at the heading of this Contract:

ON THE NAME OF URUGUAY ISLAMIC CENTER

ON THE NAME OF CLIENT

: