Manufacturer Agreement for Ongoing Management of DrJ Technical Evaluation Report Efficacy via Third-party QA Inspection and/or In-plant or Third-party Testing as Required

THIS AGREEMENT, dated the __________, 2018 (the “Agreement”), is made effective by and between the product manufacturer (____________), and DrJ Engineering (DrJ) a Wisconsin Limited Liability Corporation (the parties hereto are sometimes referred to individually as a “Party” and together as the “Parties”).

Pursuant to DrJ’s ANSI ISO/IEC 17065 accreditation, DrJ is required to administer surveillance activities with respect to services provided by third party ISO/IEC 17020 or professional engineering inspections and/or as needed third party ISO/IEC 17025 or professional engineering third party verification testing. Due to the inherent conflicts of interest and risks of partiality that are present when performing work as both a third-party inspection and/or quality assurance (QA) agency (ISO/IEC 17020 or as a professional engineer) and a product certification agency in accordance with ISO/IEC 17065, ANSI requires that this agreement be implemented by DrJ. DrJ is confirming the following scopes of work to assure that the accredited product, process or service is performing as DrJ originally evaluated it, and as assured by the manufacturer’s in-plant quality control (QC) program and its third-party QA program.

In a separate agreement the Third Party Inspection Agency and/or Third Party Testing agency has agreed to the following scopes of work:

Third-Party Inspection Agency's Scope of Work Required to Monitor the Ongoing Efficacy of the Product's Characteristics:
The Third-Party QA agency agrees to provide quality audit, inspection and/or testing services as directed by the manufacturer’s QM and in-plant QC program as agreed to by all parties of this agreement. All monitoring of the in-plant QC and third party QA program records and testing shall be as directed in the product’s QM or as otherwise directed by DrJ. This same approach applies where DrJ is certifying a process or service.

Product Manufacturer’s Scope of Work Requirements for In-plant Inspection and/or Testing of Products Evaluated and Certified under the DrJ Certification Program:
Manufacturer agrees to abide by the requirements of the QA program as outlined in the product’s Quality Manual (QM) and as agreed to by the parties to this agreement. This includes, but is not limited to; ongoing product inspections and/or in-plant product testing performed as directed in the product's QM agreed to through the third-party QA requirements. Where DrJ is certifying a product, DrJ shall be listed in the Manufacturer’s QM and the third-party QA program as a certification body, and the product shall be labelled with the DrJ certification mark in accordance with DrJ’s policy regarding use of the mark.

Where DrJ is certifying a process or service (i.e. method of installation, etc.), the process or service shall be certified by an ISO 17065 accredited certification program or a professional engineer and shall be subject to the QA program as directed by the pertinent QM, QA program and the requirements of the certification body or professional engineer.

Product Manufacturer’s Responsibility with Respect to Hiring a Third Party ISO/IEC 17020 or Professional Engineering Inspection Agency and/or Third-Party Testing Agency to Monitor the Ongoing Efficacy of the Product’s Characteristics:
Manufacturer agrees to contract with a third party ISO/IEC 17020 or professional engineering inspection agency to provide quality audits, inspection and/or testing services as directed by the Manufacturer’s QM and third party QA program. All monitoring of the QA program records and testing shall be as directed in the product’s QM or as otherwise directed by DrJ.
DrJ’s Scope of Work Required to Administer all Technical Evaluation Report Activities for Assurance of Ongoing Efficacy of the Product’s Characteristics:

DrJ agrees to provide oversight and review of the QA documentation provided in accordance with the Manufacturer's in-plant QC and third party QA programs as outlined in the product's QM and as agreed to by all parties of this agreement. Certification of the product is dependent on continued evidence of compliance with the QC and QA program requirements as outlined in the product’s QM. DrJ shall define, in collaboration with the Manufacturer, the requirements with respect to implementation of the QA program and shall work directly with the Manufacturer and Third-Party QA agency to obtain the necessary documentation that shows compliance with the product’s QM, in-plant QC and Third-Party QA processes. This same approach applies where DrJ is certifying a process or service.

As the product certification body, DrJ’s retains all rights to approve/disapprove all corrective actions with respect to non-conformances and to determine if or when a DrJ certification is to be suspended or revoked.

Each party agrees to abide by DrJ's procedures, which are required to maintain manufacturing quality and design value efficacy. This may include any additional inspection and/or testing processes or procedures necessary to document the product’s continued compliance and thus certification. The manufacturer shall be allowed to send all third-party QA inspection and/or testing results and reports directly to DrJ.

IN WITNESS WHEREOF and as required by ANSI, each Party has caused this Agreement to be duly signed and delivered as of the date first set forth above.

Product Manufacturer

Signature: _____________________________
By: _________________________________
Name: _________________________________
Title: _________________________________

DrJ Engineering Certification Body

Signature: _____________________________
By: DrJ Engineering, LLC
Name: Larry Wainright
Title: Vice President of Technical Services