



ديسكفري رويال سبورتس ش.ذ.م.م *Discovery Royal Sports L.L.C*

Tel.: +971 4 2955003 Fax: +971 42955008
P.O Box: 64335, Port Saeed Dubai-U.A.E E-Mail: info@drsportsuae.net www.drsportsuae.net

Candidate Agreement

Confidentiality Agreement

It is understood and agreed to that the below identified disclosure of confidential information may provide certain information that is and must be kept confidential. To ensure the protection of such information, and to preserve any confidentiality necessary under patent and/or trade secret laws, it is agreed that

1. The Confidential Information to be disclosed can be described as and includes:

- a) Examination Paper
- b) Examination instruction and any other information related to examination
- c) Training material or any other material

2. The Recipient agrees not to disclose the confidential information obtained from the disclosure to anyone unless required to do so by law.

3. This Agreement states the entire agreement between the parties concerning the disclosure of Confidential Information. Any addition or modification to this Agreement must be made in writing and signed by the parties.

4. If any of the provisions of this Agreement are found to be unenforceable, the remainder shall be enforced as fully as possible and the unenforceable provision(s) shall be deemed modified to the limited extent required to permit enforcement of the Agreement as a whole.

5. to comply with the relevant provisions of the certification scheme

6. to make claims regarding certification only with respect to the scope for which certification has been granted;

7. not to use the certification in such a manner as to bring the certification body into disrepute, and not to make any statement regarding the certification which the certification body considers misleading or unauthorized

8. to discontinue the use of all claims to certification that contain any reference to the certification body or certification upon suspension or withdrawal of certification, and to return any certificates issued by the certification body

9. Not to use the certificate in a misleading manner

THEREFORE, the parties acknowledge that they have read and understand this Agreement and voluntarily accept the duties and obligations set forth herein.

Rights and obligations of the customer

- The customer should be available for examination and any changes to be notified prior to one week of examination.
- He shall appoint a contact person.



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- Once the certificate has been issued, the customer shall undertake to immediately inform the certification body in writing of any important changes which may change the certification condition. E.g. health condition, loss of card.
- Customer can make complaint and or appeal in event of un-satisfactory services provided to the customer.
- Customer has to send back the certificate and other material in case of suspension, withdrawal and scope reduction of certificate.
- Customer should only use certificate and customer identity card for the purpose as intended.

Rights and obligations of the certification body

- The certification body shall undertake to treat confidentially all information made available to it concerning the customer and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties.
- Detailed reporting to the appeal committee in cases of dispute shall be excluded. The customer may release the certification body from its obligation to professional secrecy for specific reasons.
- The certification body shall perform the certification on the basis of the respective procedure and the regulations/standards and shall issue a certificate if the result is positive.
- The certification body shall inform the certificate holder of changes to the certification procedure that affect him directly.
- The certification body shall keep a directory of certified companies with details of the scope. The directory shall be available to the public.
- The certification body shall record in writing complaints from the customer concerning the certification procedure. If no agreement is reached between the customer and the certification body, the certification body shall inform the appeal committee. The customer has the right to refer directly to the appeal committee in the event of complaints concerning the certification body.

Cessation of the right of use

- 1) The right of the customer to use the test mark and bear the certificate shall cease with immediate effect, without requiring notice of termination, if
- 2) the customer does not immediately indicate to the certification body changes to the circumstances of him
 - o That are decisive for the certification or any signs of such changes.
 - o **or** the test mark and/or certificate is used in a manner in contravention of item 2
 - o **or** the results of the re-certification no longer justify maintaining the certificate
- 3) Disputes arise concerning the test mark in the area of competition law or intellectual property rights.
- 4) Furthermore, COMPANY and the customer shall have the right to terminate the contractual relationship with
- 5) Immediate effect if the customer is legally prohibited from using the test mark. The same shall apply for the certificate.
- 6) The certification body shall have the right, if the reasons listed occur, to withdraw the certificate or declare it invalid.



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LIFEGUARDS-SUBSTANCE ABUSE GUIDELINES OF DUBAI MUNICIPALITY

Prior to granting Certification DISCOVERY ROYAL SPORTS LLC will ensure that the candidate has understood the below mentioned guidelines

It is the policy of Dubai Municipality that lifeguards shall not use prescribed or over-the counter substances that would impair their ability to perform their duties safely.

This includes illegal drugs, controlled substances (including trace amounts), look-alike drugs, designer drugs, or any other substance that may have an effect on the human body of being a narcotic, depressant, stimulant, or hallucinogen.

An exception to this rule is that a lifeguard may use such a substance or drug if a licensed medical practitioner who is familiar with the lifeguard medical history and all assigned duties, and who has advised the lifeguard the prescribed substance prescribes it will not adversely affect his ability to carry on his duties safely.

DISCIPLINARY POLICY

LSC Committee is responsible for establishing and implementing standards of conduct,

Such as ethical standards and policies and procedures for disciplinary action. Grounds for

Revocation of certification status shall include, but not be limited to, the following:

1. Period of certification exceeded without renewal
2. Evidence of falsification of any information on any documents submitted to certifying authority or its agents
3. Evidence of non-compliance with LSC Substance Abuse Policy
4. Evidence of culpability in an accident during certification period
5. Evidence of non-compliance with medical requirements
6. Evidence of non-compliance with the Code of Ethics

The complaints procedures have been designed to ensure that only valid and actionable

Complaints are investigated and considered. These procedures also ensure that all parties

Involved in the complaint have an opportunity to document circumstances warranting the



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Complaint and to respond to the complaint.

PHSD assigned representative investigates complaints against certification bodies,

Training centers, trainers.

Recipient of Confidential Information:

Name (Print or Type):

Signature:

Date:

Disclosure of Confidential Information:

Name (Print or Type):

Signature:

Date: