

Approval Agreement
for
Information Technology Testing Laboratory
- Software Applications and Systems for E-governance Solutions

Doc. No.: **STQC-AS-ITTL-07**, Version: **1.0**, Rev: **01**



Standardization, Testing & Quality Certification

Ministry of Electronics & Information Technology, Govt. of India
Electronics Niketan, 6 CGO Complex, Lodhi Road
New Delhi-110003



Approval Agreement

(To be submitted along with the application form)

Part 1: Approving Body

1. Responsibility of Approving Body

As a party to this agreement, to assess and approve in accordance with the current issue of Rules of Operation of ITTL Approving Body reserves the right to modify the contents of procedures at any time in pursuance of its policy of continuous improvement of its services.

2. Responsibility of Applicant

As a party to this agreement, to provide approving Body with all documents, information and facilities as necessary to STQC Approving Body to provide the services under this agreement. Also to abide by the terms and conditions as laid down by Approving Body from time to time as in Part-II.

3. Terms of Payment

Terms of payments are as per document schedule of charges. The basic charges for the services requested are quoted on the assumption that the information supplied by the organization was accurate and complete. It should be noted that schedule of charges is subject to review.

4. Cancellation

If the Applicant cancels the Application for Approval after applying, application fee will not be refunded.

5. Invoices

Invoices will be submitted as soon as practicable after the completion of any milestone of the Approving process.

6. Payment

Payment becomes due within 28 days of the date of invoices. Thereafter, the outstanding unpaid amount may accrue interest at the rate of 18% per annum. It shall be noted that the Certificate of Approval cannot be released until payment has been received by Approving Body.

8. Termination

Parties may terminate this agreement: -

8.1 *By Notice:* Three months' written notice may be given by the Applicant to the Approving Body.

8.2 *By Default:*

8.2.1 Immediately upon either party being notified by the other of any material breach of this agreement.

8.2.2 If any party goes into liquidation or part of the undertaking thereof.

Document	Terms & Conditions for Obtaining and Maintaining Approval				
Doc No.	Issue No	Issue Date	Revision No	Revision Date	Page no.
STQC-AS-ITTL-07	1.0	20.12.2013	01	04.04.2019	Page 2 of 6

8.2.3 If either party ceases to trade whether in whole in part.

8.3 In the event of this agreement being terminated whether by notice, default or otherwise the Certificate of Approval issued pursuant hereto shall forthwith become invalid and Applicant shall cease to use the same and return to Approving Body all documentation and other matters issued pursuant thereto or bearing an indication of such certification.

9. Liability

The Certificate of Approval given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the Applicant and his customer. While the Certificate of Approval will normally be a sound indicator of the capability of Client to implement a management system in line with the applicable standard and STQC criteria of Approval, it should not be taken as a sort of guarantee accorded by the Approving Body.

10. Indemnity

The Applicant shall fully and effectively indemnify Approving Body against all costs, claims, actions and demands arising from -

- i) The services provided by Approving Body.
- ii) The use or misuse by the organization of Certificate of Approval and/or mark provided by Approving Body in accordance with this agreement.
- iii) Any breach of this agreement.

11. Scope Expansion

In case of addition of new site/ activity, the organization shall inform the Approving body about the same and a new Approval agreement incorporating the change shall be agreed and signed by both the parties.

12. Information to be published

STQC publishes details like certified client list, status of approval etc. on its website. In case the client has any reservation regarding this, the same shall be informed to the Approving Body in advance.

Part II: Terms & Conditions for Obtaining and Maintaining Approval by Laboratory

The IT testing laboratories that are applicant/approved by STQC shall be required to fulfill the following terms and conditions:

1. The laboratory shall carry out its testing activities in such a way as to meet the requirements of ISO/ IEC 17025: 2017, STQC Approval criteria and other policies of STQC Approval scheme.
2. The laboratory shall have a valid legal identity.
3. The laboratory shall meet the Statutory & Regulatory requirements including those relevant to IT Testing discipline and Type of Testing.
4. The laboratory shall identify and define various activities which they are involved in, and ensure

Document	Terms & Conditions for Obtaining and Maintaining Approval				
Doc No.	Issue No	Issue Date	Revision No	Revision Date	Page no.
STQC-AS-ITTL-07	1.0	20.12.2013	01	04.04.2019	Page 3 of 6

that it does not lead to any potential conflict of interest.

5. The laboratory shall have adequate qualified and trained manpower for testing activities including STQC approved authorized signatory who meets the requirements of relevant STQC specific criteria of approval.
6. Laboratory shall submit the completed application for renewal of approval three months prior to the expiry of approval and also agree to undergo assessment as schedule proposed by STQC to maintain continuity in approving cycle.
7. The laboratory shall offer cooperation to STQC or its representative in:
 - a. Undergoing assessments in stipulated time intervals / whenever STQC considered it as required.
 - b. Access to areas of laboratory under the scope of approval.
 - c. Undertaking any check to verify testing capability of the laboratory.
 - d. Witnessing the testing being performed relevant to approval.
 - e. Assessing the competence of the staff (including staff working in shift operations / at site) during assessment.
 - f. Access to all relevant information and documentation.
 - g. Access to those documents that provide insight into the level of independence and impartiality to the laboratory from its related bodies, if applicable.
 - h. Access to all records pertaining to relevant personnel.
 - i. Providing names of all authorized signatories who are responsible for authenticity and issue of test certificates/ reports.
 - j. Investigating any complaints against the laboratory.
8. On grant of approval, the laboratory shall claim approval in only those premises, fields, facilities, disciplines, tests for which it has been approved (as stated in Approval Certificate).
9. Approved laboratory shall adhere to STQC-AS-ITTL-11 doc. for the use of STQC symbol/logo as well as any claim of approval of the laboratory. Submit to the Approving Body for prior approval, the form in which he proposes to use the Certificate of Approval and/or logo/ mark. Do Not use the Certificate of Approval or logo / mark in any manner which may mislead the interpretation.
10. Approved laboratory shall make it clear in all its contracts with customers that a satisfactory test report in no way implies that the product/application/e-gov.solution so tested is approved by STQC.
11. Approved Laboratory shall ensure that its customers are made clear that approval of test field in no way implies that its process system or person is approved by STQC.
12. STQC preferably will depute the auditor from approved list of auditors from the location near the laboratory. In exceptional cases client to provide ticket for travel and stay arrangement as per the entitlement of the auditor deputed. The Approved laboratory shall Pay all financial dues to the Approving Body as prescribed like Application fees for approval, Re-approval, expenses towards travel and stay arrangement for any kind of assessment including supplementary visit ,

Document	Terms & Conditions for Obtaining and Maintaining Approval				
Doc No.	Issue No	Issue Date	Revision No	Revision Date	Page no.
STQC-AS-ITTL-07	1.0	20.12.2013	01	04.04.2019	Page 4 of 6

Surveillance, desktop surveillance, Re-assessment and annual approval fees as shall be from time to time determined by STQC. The Approved laboratory is not entitled to any refund of fees paid or cost incurred in the event of non-renewal, suspension, withdrawal/cancellation, modification of Certificate of Approval.

13. The laboratory shall inform STQC within 15 days of significant changes affecting the laboratories activities and operations relevant to approval, such as:
 - a. its legal, commercial, ownership or organizational status
 - b. the organization, top management and key personnel including authorized signatories
 - c. main policies
 - d. resources and premises
 - e. Other such matter that may affect the ability of the laboratory to fulfill Criteria for Approval.
 - f. any change to the system which formed the basis for grant or continuation of Approval and which prevents compliance with the System and Standard;
14. The laboratory shall continuously keep in touch with STQC to keep itself updated with the latest versions of STQC documents and national and international standards as applicable.
15. The laboratory shall unambiguously declare the name of any individual or organization that has provided consultancy for preparing towards STQC approval.
16. The approved laboratory shall itself normally perform the tests which is covered under scope of approval. Where a laboratory subcontracts a substantial or critical part of the test, this work shall be placed with another approved laboratory only.
17. The approved laboratory shall respond promptly to the changes initiated by STQC in its approval criteria, policies and procedures. The laboratory shall inform STQC when such alterations under the agreed time frame have been completed.
18. Laboratory shall close all the nonconformities raised during the assessment within two months.
19. Laboratory shall not involve in any kind of Activity(ies) which may bring STQC to disrepute.
20. The approved laboratory upon suspension or cancellation/withdrawal of Certificate of Approval, discontinue of use of Certificate of Approval and logo / mark in all advertising material and other matter which contains any reference thereto.
21. The approved laboratory can relinquish approval by giving notice in writing to STQC by surrendering the certificates of Approval.
22. The laboratory shall inform STQC Secretariat, if any of the proposed assessor(s) happens to be their Consultant or associated with the laboratory in any other capacity,
23. The laboratory shall keep records of all customer complaints in respect of products, process or service and corresponding remedial measures related to System.
24. STQC absolves itself of any legal or financial liability arising out of any item/ product/application/egov. solution tested in any of its approved laboratory involving any

Document	Terms & Conditions for Obtaining and Maintaining Approval				
Doc No.	Issue No	Issue Date	Revision No	Revision Date	Page no.
STQC-AS-ITTL-07	1.0	20.12.2013	01	04.04.2019	Page 5 of 6

accidental or consequential damages at any time.

25. By signing this document, it is implied that a laboratory as an applicant and after approval agrees to comply at all times with all Terms and Conditions for STQC Approval Body. Any violation of this terms and conditions shall result in adverse decision such as abeyance, suspension, forced withdrawal etc against the laboratory as specified in STQC-AS-ITTL-02 on Rules & Procedures for operation of IT Laboratory Approving Body
26. All disputes, if any, arising out of STQC decisions that remain unresolved through mechanism provided by STQC are subject to the exclusive jurisdiction of the Courts at New Delhi and none other.

Part III: Acceptance of Approval Agreement

1. The terms and conditions laid down in this document are acceptable to me.
2. I am agreeable to the composition of the assessment team and to meet the financial obligations as indicated.
3. I will abide by the Approval agreement given in this document.

All disputes, if any, arising out of STQC decisions that remain unresolved through mechanism provided by STQC are subject to the exclusive jurisdiction of the Courts at New Delhi and none other.

Signature of Chief Executive/Authorized Representative _____

Name: _____

Designation: _____

Laboratory: _____

Place: _____

Date: / /20____

(to be filled by Technical Operations Centre)

Signature of STQC official: _____

Place:

Date of Receipt: / /20____

Document	Terms & Conditions for Obtaining and Maintaining Approval				
Doc No.	Issue No	Issue Date	Revision No	Revision Date	Page no.
STQC-AS-ITTL-07	1.0	20.12.2013	01	04.04.2019	Page 6 of 6