

Annexure

AGREEMENT FOR THE OPERATION OF QMS/PRODUCT/OTHER CERTIFICATION

(strike the scheme not applicable)

This agreement is made as of ____ (Fill date) ____ between the STQC Certification Services (CB), having its office at Electronic Niketan, 6, CGO Complex, Lodhi Road, New Delhi - 110003, India, hereinafter referred to as Certification Body and the CB's Client ____ (Fill Name of the Client) ____ having its principle office at ____ (Fill address) ____ hereinafter referred to as Client (registered with STQC, under registration number ____) which expression shall include its successors and assignees. This agreement covers all the sites covered under the scope of certification.

1. INTRODUCTION

- 1.1 The Certification Body (CB) is a part of Standardisation Testing & Quality Certification (STQC) Directorate, an attached office to Ministry of Electronics and Information Technology, Government of India, New Delhi. The CB is recognised as the body for the assessment and registration of clients seeking certification of their Quality Management Systems as per ISO 9001/ Safety certification of their product(s) as per Product certification scheme / other certification schemes as per applicable standards
- 1.2 This agreement sets out the relationship between CB and the Client and the terms and conditions to be met by CB and Client in the operation of certification registration.
- 1.3 The Client applying for registration for certification is expected to abide by the rules & regulation of the STQC Certification Services.
- 1.4 Both CB and Client are expected to abide by the letter & spirit and intent of this Agreement.

2. REGISTRATION OF CLIENTS

- 2.1 Clients are registered against ISO 9001 / Safety certification of their product(s) as per Product certification scheme / other certification schemes as per applicable standards using certification criteria and other applicable documents.
- 2.2 CB will apply the criteria for certification consistently and will provide suitable qualified personnel for assessment and surveillance of Client's management system/ product etc. (as applicable) at its sites of operation included in the scope of certification either by direct deployment of CB's own assessors or by assessors sub-contracted by CB.
- 2.3 A client applying for certification will undergo assessment by CB to enable CB's assessors to determine the competence of the management system at client's premises and its conformity with the standard(s) against which certification is sought. Client shall allow CB auditors an access to all the areas of their sites relevant to QMS / Product safety certification/ other certification including facilities, equipment, personnel, products, documents, records etc that are relevant to the scope of registration. CB reserves the rights for its certification decision i.e. to grant, refuse, maintain, expand or

reduce scope of certification, renew, restrict, suspend or restore following suspension or withdraw certification. In the event that certification is granted, a certificate of registration will be issued to the Client.

2.4 A certificate of registration is granted for a defined period on condition that the Client:

- (a) complies with the terms of this Agreement
- (b) demonstrates continuing conformity with the relevant standards and guidance
- (c) demonstrates continuing competence within the scope of its certification
- (d) ensures that the certified product continues to fulfil the product requirements.
- (e) give such undertakings as CB may reasonably require
- (f) pays such fees as are due to CB

2.5 The scope of certification is set out in the registration certificate, which CB grants to each Client .

2.6 CB will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the Client may maintain certified status. The frequency with which each Client is subjected to surveillance will be determined by CB with reference to the scope and scale of the certified activities of the Client . CB reserves the right to carry out at short notice an additional or unscheduled surveillance or re-assessment at intervals other than those predetermined, as it may reasonably require. A full reassessment will however be undertaken by CB every three years.

2.7 If a Client fails to comply with the terms of this Agreement, or any undertakings given to CB, the relevant accreditation criteria or the conditions for the use of the Logo Mark of CB, the CB may suspend/ reduce/ terminate/ withdraw the scope of certification, impose re-assessment or other sanctions as appropriate. Upon suspension / withdrawal of certification, however determined, the client shall discontinue forthwith its use of any reference to certification. CB shall publish the information on suspension / withdrawal of certification on its website for public information.

2.8 Additionally, CB reserves the right to withdraw certification:

- (a) if a Client, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or
- (b) if a Client fails in any respects to comply with the law of the land, or
- (c) if a Client fails to comply with the conditions specified in the certification procedures.

2.9 CB charges are reviewed by Charges Committee appointed by Director General STQC and are subject to alteration. In the event of revision of charges, Client will be informed well in advance and shall be provided with fresh quotation for CB's estimated charges for the continuation of certification.

2.10 All information gained by CB and its assessors and staff in CB's direct dealing with Client other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the Client. In case the certification body is required by law or authorized by contractual arrangements (such as agreement with the accreditation body) to release confidential information, the client/ concerned individual will be notified of the information provided as permitted by the law.

2.11 Registration of certified status should not be regarded as in any way changing the contractual responsibilities between the Client and its customers. While registration of certified status is an indication of the integrity and competence of the Client, it cannot be taken to constitute an undertaking by CB that the Client will maintain a particular level of performance.

3. CONDITIONS TO BE MET BY CLIENT

3.1 The Client shall offer CB and its representatives such reasonable access and co-operation as necessary to enable CB to monitor conformity with this Agreement and the relevant standard(s). The Client, when requested by CB, shall provide access to assessors and experts of accreditation body to witness the assessment activities of the CB's assessors.

3.2 The Client shall:

- (a) at all times comply with these terms of this Agreement and with the relevant certification standards and guidance documents;
- (b) only claim that it is certified in respect of those activities which are the subject of the schedule (scope) of certification attached to the certificate issued to it by CB from time to time and which in accordance with this Agreement and the relevant standard(s);
- (c) use the Logo or Mark or both of CB only on those public materials (and schedules where applicable) which fall within the scopes certified by CB. The Client shall only use the appropriate mark or make reference to CB certification in the manner prescribed by CB.
- (d) The Client shall not use the logo or accreditation mark on laboratory test, calibration or inspection reports;
- (e) pay to CB any outstanding fees prior to certification and pay promptly all fees due to CB, in accordance with the Fee Schedule issued by CB from time to time;
- (f) not use its certification in such a manner as to bring certification into disrepute, and take appropriate steps to correct any statement or expression, which CB considers to be misleading;
- g) upon the suspension and withdrawal of certification, however determined, discontinue forthwith its use of any reference to certification, withdraw all advertising matter which contains any reference thereto, return the certificate of registration and take such action with existing clients using certification reference as CB may require.

h) in making reference to its product certification in communication media such

as documents, brochures or advertising, the client shall comply with the requirements of the certification body or as specified by the certification scheme.

CB shall make it clear in all contracts with its clients and in guidance documents that a certificate issued by CB in no way implies that any:

- product, service or process is certified / approved by CB in case of QMS Certification.
- service or process is certified / approved by CB in case of product certification

- (i) ensure that certification shall not be used by itself or its clients for promotional or publicity purposes in any way that CB considers it to be misleading, and take such immediate steps as CB may require to correct any such misleading use.
- (j) provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes related to certification. The client shall take appropriate action with respect of complaints and deficiencies found in products that affect compliance with the requirements of certification and document the actions taken.
- (k) ensure that, where required to provide the copies of certification documents (e.g. Audit Report, Certificate with annexure etc.) provided by CB to it, the certification documents are copied/provided to third parties in full and is not reproduced in parts.
- (l) inform at the time of application and subsequently, whenever there are changes, in top management or product or processes within the scope of certification e.g. any changes at the client's organization such as
 - legal, commercial Organization status or ownership
 - Organization or key management
 - Contact address and sites
 - Scope of operations under the certified management system
 - Major changes to management system or processes
- (m) to allow access to observers from accreditation body or the trainee auditors, when requested by Certification Body
- (n) to allow access to accreditation body for independent validation visit

3.3 The Client may use in its documents, brochures or advertising media, without variation, the phrase "Client as per ...(mention relevant certification standards)..." for QMS or Product safety or other schemes as the case may be.

3.4 The Client shall inform CB of any changes which it is planning and which bear on the Client's conformity with this Agreement and the relevant standard(s) or otherwise affecting, or potentially affecting, the Client's capability or scope of certification, as soon as possible, or in any event, at least fourteen days prior to implementing any such change.

3.5 The Client shall inform CB as to changes in its

- (a) legal, commercial or organizational status,

- (b) organization and management, for example key managerial staff
- (c) policies or procedures, where appropriate
- (d) location of its premises
- (e) personnel, equipment, facilities, working environment or other resources, where significant
- (f) scope of activities, or conformance with the requirements of the certification criteria.
- (g) change in system / procedures which formed the part of management system and also inform CB of other such matters that may affect or potentially affect the Client 's capability, or scope of certified activities, or conformity with the requirements in this Agreement or the relevant criteria standard(s).

3.6 The Client will be given due notice of any proposed changes relating to this Agreement. The Client shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The Client shall notify CB regarding the completion of such changes within the time fixed for such adjustments.

3.7 A Client wishing to relinquish its CB certification shall give written notice to CB of its intent, stating the arrangements made for settlement of CB fees, if any, and the return of the certificate of registration.

3.8 Any notice or other communication given or sent by CB to a Client in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered/speed post to the address of the Client last known to CB and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.

4 APPEALS

4.1 Appeals will be considered only against a certification decision made by CB. A certification decision is a decision by CB to grant, refuse, maintain, expand or reduce scope of certification, renew, restrict, suspend or restore following suspension or withdraw certification. Such a decision by CB shall stand pending hearing of appeal, if any.

4.2 Appeals in writing against a decision by CB will be processed in accordance with the CB's Appeals Procedure. The Appeals procedure is available on request.

5. COMPLAINTS

5.1 Any complaint against CB shall be addressed to the Director General (STQC), in writing.

5.2 Any complaints against assessment team or CB's operations shall be made to the CEO Certification Services, in writing.

- 5.3 Complaints in writing received by CB, will be processed in accordance with the CB's Compliant Procedure. The Compliant procedure is available on request.

6. ASSIGNMENT

Except as otherwise agreed by the parties in writing, certification shall not be assigned.

7. LIABILITY

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by CB (or any of its directors, employees or assessors) in the course of providing services pursuant to this Agreement and no director, employee or assessors of CB is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon.

The Certificate of Registration given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/ obligations between the CB and client. While the Certificate of Registration will normally be a sound indicator of the competence of CB to provide quality products/services, it should not be taken as a sort of guarantee accorded by the Certification Body. The Certification Body will not be liable for any deficiency in the product/service supplied by client.

Any professional liability to the client on part of CB (for example, alleged possible wrong certification, etc will be decided thru appeal (Cl 4 of this agreement) /arbitrations (Cl 12 of this agreement) process.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

9. INDEMNITY

The Client undertakes to indemnify CB against any losses suffered by or claims made against CB as a result of misuse by the Client of its certification status, licence or mark granted by CB as a result of any breach by the Client of the terms of this Agreement.

The CB undertakes to indemnify client against any losses suffered by or claims made against it, on part of CB (for example, alleged possible wrong certification, etc will be decided thru appeal (Cl 4 of this agreement) /arbitrations (Cl 12 of this agreement) process.

10. CONDITIONS GOVERNING THE USE OF THE LOGO MARK FOR USE BY CLIENTS

The Client s will be provided with and acknowledges receipt of the procedure *The Use of the Mark (Logo) of CB* and hereby agrees to comply with the requirements.

11. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

12. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman Certification Committee or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996.

13. TERMINATION

These arrangements shall continue in force unless and until terminated:

- a) by either party upon 90 days written notice to the other;
- b) immediately by decision of the CEO Certification, in accordance with CB procedures as formally notified in advance of such a decision to the Client .
In the event of this agreement being terminated whether by notice, default or otherwise the Certificate of Registration issued pursuant hereto shall forthwith become invalid from the date of termination and supplier shall immediately cease to use the same and return to Certification Body all documentation and other matters issued pursuant thereto or bearing an indication of such certification but the Client will remain bound by the relevant conditions of this Agreement.

14. THE PARTIES TO THE AGREEMENT

For the Client

Name:.....

Address:.....

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.....

Signed:

Position:

Date:

For Certification Body

Name:

address: STQC Certification Services
Electronics Niketan,
6, CGO Complex, Lodhi Road,
New Delhi - 110003

Signed:.....

Position: on behalf of STQC Certification Services