



Government of India
Ministry of Electronics & IT (MeitY)
STQC Directorate
IT & eGov Division

Agreement with Applicant for Certificate of Approval

1. GENERAL

This is an agreement between STQC Approval Body (SAB)/STQC Certification Body (SCB), STQC Directorate, Ministry of Electronics & Information Technology, Government of India, hereinafter referred to as SAB/SCB, located at IT & eGov Division, STQC Directorate, MeitY, Electronics Niketan, 6, CGO Complex, Lodhi Road, New Delhi – 110003, INDIA

and

<< Name of (Client Organization) with Address >>

2. Approval/Certification Requirement:

Client shall meet the requirement as specified in document STQC/IT&eGov/D03 "Approval/Certification Agreement" in view of Empanelment of SETL/System/Product/Product as per the <<**Name of the Scheme, applied for**>>.

PART-I

1.0 Responsibility of SAB/SCB

As a party to this agreement, to validate and certify in accordance with the current issue of Rules of Procedures and procedure for Registration of applicant organisation. It should be noted that in pursuance of its policy of continuous improvement of its services, SAB/SCB reserves the right to modify the contents of procedures at any time.

2.0 Responsibility of Applicants

As a party to this agreement, to provide SAB/SCB with all documents, information and facilities as necessary to enable Approval/ Certification Body to provide the services under this agreement. Also to abide by the terms and conditions as laid down by SAB/SCB from time to time.

3.0 Terms of Payment

Terms of payments are as per document for schedule of charges (STQC/IT&eGov/D01) . The basic charges for the services requested are quoted on the assumption that the information supplied by the applicant organisation was accurate and complete. It should be noted that schedule of charges is subject to review.

4.0 Postponement of Certification schedule

If the organisation postpones the agreed approval/certification schedule (including testing/evaluation/assessment and/or validation) beyond a reasonable time frame, Head, SAB/SCB is empowered to take appropriate decision as deemed fit.



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5.0 Cancellation

If the organisation cancels the agreed approval/certification ((including testing/evaluation/assessment and/or validation), the registration fees/charges will be forfeited.

6.0 Invoices

Invoices for service charges will be submitted by designated STQC Test Laboratory on behalf of SAB/SCB.

7.0 Payment

It shall be noted that the Certificate of Approval cannot be released until full payment has been received.

8.0 Termination, reduction, suspension or withdrawal of Certificate of Approval

Parties may terminate this agreement:-

8.1 By Notice

Three months written notice may be given by the applicant organisation to the SAB/SCB.

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.

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

8.2.4 If applicant organization does not respond/resolve issues raised by the SAB/SCB/Test Lab/Lead Assessor within a period of three months. This time limit may be extended based on reasonable justification on case to case basis with the approval of Head, SAB/SCB.

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 organisation shall cease to use the same and return to SAB/SCB all documentation and other matters issued pursuant thereto or bearing an indication of such certification/approval.

8.4 Suspension of the certification/approval if remedial action related to nonconformity not addressed timely.

8.5 Certificate of approval may be withdrawn due to the following:

- a) Complaint from the user.
- b) Use of certificate by the client in such a way that resulted dispute.
- c) Misuse of Certificate/License and Logo/Marks (refer document STQC/IT&eGov/D02)



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9.0 Liability

The Certificate of approval given to an applicant organization under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the organization and its customer. The issue of certificate of approval does not imply endorsement of SETL/System/Product/Product by the SAB/SCB.

10.0 Indemnity

The applicant organisation shall fully and effectively indemnify SAB/SCB against all costs, claims, actions and demands arising from:-

- i. The services provided by SAB/SCB/Test Laboratory/Assessor
- ii. The use or misuse by the organisation of Certificate and/or logo provided by SAB/SCB in accordance with this agreement.
- iii. Any breach of this agreement.

11.0 Confidentiality

The SAB/SCB has adequate arrangements, consistent with applicable laws, to safeguard confidentiality of the information obtained in the course of its certification/approval activities at all levels of its organization, including committees or individuals acting on its behalf.

Except as required in this document information about a particular product/process or organization will not be disclosed to a third party without the written consent of the organization. Where the law requires information to be disclosed to a third party, the organization will be informed of the information provided as permitted by the law.

12.0 Information to be published

SAB/SCB publishes details like list of STQC empanelled Test Laboratories (SETL), certified Product list, status of approval/certification etc. on STQC Directorate's website (<https://www.stqc.gov.in>). In case the applicant organization has any reservation regarding the same shall be informed to the SAB/SCB in advance.



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PART-II

OBLIGATIONS OF ORGANISATION

An organisation holding a valid Certificate of Approval shall:

- a) Comply in all respects with the appropriate standard;
- b) Submit to the SAB/SCB for prior approval, the form in which it proposes to use the Certificate of Registration and/or logo/ mark;
- c) Not use the Certificate of Registration or logo / mark in any manner which may mislead the interpretation;
- d) Not make any change to the Product/Process which formed the basis for grant or continuation of certificate of approval and which prevents compliance with the standard;
- e) The certificate of approval is valid only for the product/process evaluated and certified, and if any changes are done in the product re-evaluation and re-certification is required as per applicable scheme.
- f) In case of SETL, certificate of approval is valid only for the scope assessed, evaluated and approved by SAB.
- g) Give access to the site visit team appointed by SAB/SCB for the purposes of audit/assessment.
- h) Keep records of all customer complaints (also security incidents) in respect of products, process or service and corresponding remedial measures.
- i) Upon 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; and
- j) Pay all financial dues to the SAB/SCB as prescribed.

Note: The applicant organization is not entitled to any refund of fees paid.



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Part III

Acceptance of Agreement for Certificate of Approval

We agree to and abide by the terms and conditions laid down above in this document.

FOR THE APPLICANT

FOR SAB/SCB

(Name and signature
of authorised person)

(Name, function title, and
signature of Head, SAB/SCB)

Date _____

Date _____