Certification Agreement

This Agreement is made this (Dated) _____ by and between
_____ &

Address: _____

Site: _____
(hereinafter called **Client**)

and

Q4A Management Pvt. Ltd. (hereinafter called Q4A / Certification Body) for certification Service or audit as follow:

Article 1. Purpose of Contract

The purpose of the contract is to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied by Client.

Article 2. Registration Scope

Client shall have documented management system that meets applicable standard or other normative documents.

Q4A assesses and certifies Client's Management system according to the standard and scope applied by Client. The registration scope shall be limited to the product, services and other activities assessed actually. In this regard, the registration scope can be changed.

Q4A will inform all the clients about any changes in the standard requirement & client had to arrange for the provisions to comply the requirements. As & whenever required due to changes in standard to verify the updations, A review audit will be conducted client had to make provisions for the same.

Article 3. Certification Audit

- **Pre-Audit** can be performed upon Client's request. This pre-audit is not to determine registration, but to evaluate the conformity of this management system.
- **Certification Audit (Initial Audit)** of Client's managements system shall be performed to verify client's conformity to the requirements of the applicable standard.
- **Document review (Stage 1 Audit)** of Client's system documents (Manual, Procedure, Guidelines etc.) and relevant records (Internal Audit Reports, Managements Review Reports, etc.) shall be performed prior to, or in conjunction with on-site audit adequacy audit (Stage 1 audit). This adequacy audit is done to verify the client's readiness / suitability for stage 2 audit. Stage 2 will proceed only after adequacies identified during the stage 1 audit.
- **For Audit Team** Refer AUD-F-5 & 11 for detail of audit team and man-days.
- **On-site audit (Stage 2)** is performed upon Client's sites to verify if its activities are implemented according to the documented system in accordance with the applied standard. If **non-conformities** are found during on-site audit, Q4A shall issue **Request for Corrective Action.**
- **In case of remote audit use of ICT:** (Information and communication technology): Q4A may use including but not limited to online meeting or hybrid audit for remote access video conferencing, electronic document review, virtual interview and site visit. The privacy of individuals and records shall be ensured by Q4A Auditors when using ICT for conformity assessment purposes. Applied client have to give consent for remote audit to Q4A through this agreement. In case, If the client doesn't accept on the ICT terms of Q4A, then Q4A shall use other methods to conduct the conformity assessment.
- **In case of integrated audit, Disclaimer: applicable** man-day may be changed based on level of integration in finding of stage -1 audit.

- If any non-conformity where critical requirements of the standard have not been addressed by the client shall be classified as **Major non-conformity** and in such case certificate of conformity shall not be issued unless the closure / elimination of the Major non conformity has been verified by appropriate follow up or Desktop review. Non-conformities where all the critical requirements have been addressed but some them do not fulfill the requirements satisfactorily shall be classified as **Minor non conformity** in such case certificate of conformity shall not be issued until the closure / Submission corrective action plan is submitted by the client with in the agreed time period and accepted by the auditor
- Q4A may issue recommendation letter to the client, and then certificate will be issued only after the settlement of all financial terms.
- The client will allow **Trainee Auditors / Observers** of the Q4A to remain present during the audit.
- The client will agree to allow **CONCERN ACCREDITATION BODY** Auditors for the purpose of Witness Audit.
- The client agrees to allow the auditors (Q4A & CONCERNED ACCREDITATION BODY) to access the all records except accounts, especially the records of complaints received and the action taken on the same Documents related to MRM & Internal audit as well Quality Manual & Procedures etc.
- **Special Audit** will be performed for expanding scope certification body response to an application for expanding the scope of certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not extension may be granted. This may be conducted in conjunction with a surveillance audit.
- **Short Notice Audits** will perform at short notice or unannounced to investigate complaints, or in response to changes, or as follow up on suspended clients. Certification body shall describe and make known in advance to the certified clients the conditions under which such audits will be conducted. Certification body shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.

Article 4. Confirmation of Registration Scope

Audit team and Client shall discuss and agree on certification standard, certification scope (item) and address of sites with each other before the issue of certificate.

Article 5. Issuing Certificate

Q4A (Technical committee) shall review the Audit Report, Non-conformities and client's NC Closure evidences. If Q4A decides the corrective action(s) taken by client is (are) acceptable, the certificate will be issued.

Validity of Certificate would be 03 (Three) years subject to satisfactory performance of periodic surveillance audits.

Article 6. Use of Q4A Logo and Accreditation Mark

Client shall:

1. Always comply with the relevant provision of the certificate/registration Program.
2. Make all necessary arrangements for the conduct of the assessment, including provision for examining documentation and the access to all areas, records (including internal audit reports) and personnel for the purposes of assessment, surveillance, re-assessment and resolution of complaints.
3. Only claims that it certified / registered with respect to those activities for which it has been granted certification / registration.
4. Do not use it certification / registration in such a manner as to bring the Q4A / accreditation body into disrepute, and does not make any statement regarding its certification / registration which the certification / registration body may consider misleading or unauthorized.

5. Discontinue use of all advertising matter that contains any reference to its certification / registration in cases of suspension or withdrawal of its certification / registration (however determined) and returns Q4A certification / registration documents as required by the certification / registration body.
6. Use certification / registration only to indicate that the Management System certified is in conformity with specified standards or other normative documents, and does not use it certification / registration to imply that a product or services is approved by the certification / registration body.
7. Ensure that no certification / registration document, mark or report, or any part thereof, is used in misleading manner.
8. Comply with the requirement of the certification / registration body, when making reference to its certification / registration in communication media such as documents, brochures or advertising.
9. Do not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
10. Does not imply that the certification applies to activities and sites that are outside the scope of the certification.
11. Does not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process
12. Client amends all advertising matter when the scope of certification has been reduced.

Article 7. On-Going Surveillance

1. An interval of periodic on-going surveillance audit shall not exceed one year (12 month) form the date of issue of Certificate as ISO/IEC 17021-1, ISO/IEC TS 17021-2, ISO/IEC TS 17021-3, ISO/IEC TS 17021-10 / ISO/IEC 27006-1, ISO/IEC 20000-6, ISO/TS 22003-1, ISO/IEC 27706, ISO/IEC 42006, ISO/IEC TS 17021-6, ISO/IEC TS 17021-9, ISO/IEC TS 17021-4, ISO/IEC TS 17021-11, ISO 50003, ISO/IEC TS 17021-13, ISO/IEC TS 17021-7 & ISO/IEC TS 17021-5 and Applicable Standards.
2. The audit date and fee shall be based on proposal/quotation.
3. Q4A will conducts unannounced audits as part of surveillance activities, in case of FSMS.

Article 8. Notification of Client's Change and Assessment for Confirming Change

This agreement Clients shall comply with "Obligation of Registration Client" and shall have instruction to ensure that the information supplied to Q4A is kept up-to-date. Client shall notify Q4A by written request if following changes occurs in Client's management system:

- The legal, commercial, organizational status or ownership
- Organization and management (e.g. key managerial, decision-making or technical staff)
- Contact address and sites,
- Scope of operations under the certified management system, and
- Major changes to the management system and processes.
- It is clients responsibility inform the certification body without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

After review of the request submitted by the customer, Q4A shall determine the necessary action and inform the client after the Q4A approval.

Article 9. Re – Certification:

- Re-Certification will require fresh agreement on renewed quotation.
- Fresh signing of Certification agreement
- Recertification audit as per applicable procedure.
- Recertification audit shall be performed with in the validity of the previous certificate.
- Recertification audit verifies overall continuing effectiveness of the customer's management system in its entirety. Q4A shall re-issue the certificate after completing re-certification program.

Article 10. Suspension/Reducing of scope of Certification (After Granting Certification)

In the event that Client is not complying with following, Q4A may suspend/Reduce Client's registration.

- Client did not accept on-going surveillance visit within the time agreed.
- Q4A determines that Clients does not have resources or organization to satisfy with requirements of standard applied, or the certified system does not exist or the activities does not satisfy the total scope granted to them. In these cases, Q4A can reduce scope or suspend the certification.
- Client lost its confidence as a result of claims raised by interested party and social conflict.
- Client has not taken the required actions against the changes or registration system or requirements during the specified period.
- Client failed to correct the nonconformities found at on-site audit within the time agreed.
- Client failed to timely correct nonconformities, caused by misuse of certification mark, within one (1) month.
- Client didn't pay Q4A for registration activities, Auditor days and Fees structure.
- Q4A determines that Clients didn't comply with organization's obligation based on Certification Audit Contract.
- Clients used and applied the certificate (certification) to out of its coverage.
- It is proved that the information and/or material provided by Client during assessment are falsity.
- Client didn't comply with article 8 "Notification of Client's Changes and Assessment for Confirming Changes" of this contract.
- Q4A determines that Client does not comply with the agreement(s) and/or contract(s) concluded with Q4A.

Article 11. Withdrawal of Certification (After Granting Certification)

In the event that Client is not complying with following, Q4A may withdraw Client's registration.

- Failures to timely correct a suspension within three months.
- Client's voluntary request.
- Client discontinues the activities (manufacturing, installation, etc.) related to the scope of registration.
- The certified Client is no longer identified because of its dismantlement or communication disconnecting, etc.
- The suspension of Client's registration is more then 3 times during the term of validity of its registration.
- After receipt of Q4A request to return the Certificate(s), Client didn't return its certificate(s) to Q4A within one (1) month.

Article 12. Withdrawal of Q4A Accreditation

In case of withdrawal or suspension of the audit scopes by accreditation body, Q4A shall subcontract certification process to another accredited certification body.

Article 13. Appeals, Complaints and Disputes

If Client has appeals, complaints and disputes relating to registration assessment, certification process and/or of any other issue, Client shall submit the appeals, complaints and disputes in writing to Q4A. Q4A shall handle the appeals, complaints and disputes, submitted by Client, in accordance with Q4A procedure. The result shall be provided to Client in writing. The client has right of access to records of complaints related to him.

Article 14. Confidentiality

Information about Client shall not be disclosed to a third party without written consent of Client except in case where required by accreditation requirements. Even if the law requires information to be disclosed to a third party, the customer shall be informed of the information provided. All the information like protected information or sensitive information, intellectual property, trade secrets and the technical means and infrastructures & complaint will be treated as confidential.

In the following cases, the information can be disclosed to a third party without written consent of Client.

1. Information that Q4A already has before Client provides.
2. Information disclosed or expected to be disclosed publicly and legally.
3. Information that Q4A legally obtained from source where is no connection with Client.
4. Information required by accreditation body for its evaluation of Q4A

   Client's responsibility to maintain transparency: Since it is the voluntary audit requested by the client it is the client's responsibility to maintain complete transparency before the auditors regarding all matters related to the scope of audit.

Article 15. Change of Certification / Registration Requirement

If the registration requirements are changed, following shall be processed within specified period.

1. Q4A shall inform Client about changed requirements in detail by email / Letter in a reasonable period.
2. Client shall submit documented application plan of changed requirements or its result in detail.
3. Through on-going surveillance, Q4A shall verify Client's implementation and compliance of changed system based on registration requirement changed, within 12 months.

Article 16. Certification fees

1. Certification fee shall be in accordance with in quotation/proposal of Q4A
2. Surveillance audit fee is charged as per quotation/proposal of Q4A
3. If the audit team decides that nonconformity, found during audit, should be verified through follow-up visit, verification audit shall be performed. In this case, the expensed will be charged as per fee rate on the time of verification audit.
4. Travel cost including accommodation raised from audits, shall be charged to Clients.
5. Cost of Interpreter used by auditor due to language barrier the cost thereof shall be charged to the client.

Article 17. Payment

1. When concluding this contract, Client shall pay application fee and submit application form, after approval of application form, Client have to pay the Registration fees.
2. All audit fees (initial audit, on-going surveillance, verification audit and re-assessment etc.) shall be paid by 7 days prior to its audit or during audit. In the event that the invoice is delayed, the fee shall be paid within 7 days for its receipt of the invoice.
3. Traveling expenses may be claimed separately as administrative fees or may be included with certification fees as mutually agreed.
4. Service tax is extra as applicable.
5. Certificate will be issued only after settlement of all financial terms.

Article 18. Unavoidable Reasons (Force Majeure)

Neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this contract due to war, natural disaster, epidemic, go-slow, lockout or any other causes reasonably beyond its control.

Article 19. Contract Interpretation and disputes settlement

In case(s) of disputes(s) which may arise between the parties with respect to the execution, interpretation and performance of this Agreement, both parties shall do their best to settle in an amicable manner. If the lawsuit occurs, Only the courts of Delhi (India) shall have jurisdiction over all disputes, which may arise between the parties.

Article 20. Reliability, faithfulness and mutual co-operation

1. Both parties shall comply with articles stated in this agreement upon mutual trust. Q4A shall to its duties and Client shall give best assistance to Q4A.
2. Client shall comply with all requirements related ISO 9001, ISO 14001, ISO 45001, ISO 22000, ISO 27001, ISO 20000, ISO/IEC 27701, ISO 21001, ISO/IEC 42001, ISO 13485, ISO 50001, ISO 22301, ISO 41001, ISO 37301, ISO 37001, ISO 55001, ISO 20121, ISO 39001, ISO 28000 & ISO 18788 (which may applicable) and give assistance for special surveillance audit required by Accreditation body, if requested.
3. When Client transfers its certification/registration to another certification body, Client shall inform Q4A about its transfer and reason.

Article 21. The Term of Contract

The certification body shall give its certified due notice of any changes to its requirements for certification. This agreement needs to be in compliance & legally enforceable within the client scope for its multiple sites.

This agreement shall become effective upon signing and shall continue in full force and effect for a period of Three (3) years from the date signing this agreement. And the term of this contract can be extended by re-assessment and re-certificate. This can be extended by re-assessment and re-certificate. This contract can be changed and renewed by agreement between both parties if applicable.

Article 22. Limitation of liability

Q4A will not be held liable for any kind of loss, including but not limited to financial loss, damage to reputation, personal injury, or property damage, incurred by the Q4A, Q4A Client or client of Q4A client any second or third party. This non-liability applies to losses stemming from the Q4A audit process, the results of the audit, non-conformities identified during the audit, or the duration of the certification or suspension or cancel or withdrawal of granted / issued any certification. This limitation of liability is comprehensive and applies globally, regardless of statutory, regulatory, or judicial jurisdiction.

Article 23. Retention of contract

IN WITNESS WHEREOF, Client and Q4A hereby execute this agreement as of the date first set forth above. The contract (duplicate) shall be kept at both sides.

Article 24. Client status

Clients' status & logo (optional) will be displayed on website (www.Q4Aertification.com) as **Valid** (when regular certification is their), **Suspend** (when certification is suspended) **Cancelled** (when certification is withdrawn).

Article 25. Certification of Multi-Site Organisations on a Sampling Basis

1. Purpose

To provide an effective and cost-effective method of assessing and certifying quality systems operated by organisations with a large number of work locations.

2. Methodology

1. The sample should be partly selective based on the factors set out below and partly non-selective, and should result in a representative range of different sites being selected, without excluding the random element of sampling.
2. At least 25% of the sample should be selected at random.
3. Taking into account the provisions mentioned below, the remainder should be selected so that the differences among the sites selected over the period of validity of the certificate is as large as possible.
4. The site selection may include among others the following aspects:
   _ Results of internal site audits and management reviews or previous certification audits;
   _ Records of complaints and other relevant aspects of corrective and preventive action;
   _ Significant variations in the size of the sites;
   _ Variations in shift patterns and work procedures;
   _ Complexity of the management system and processes conducted at the sites;
   _ Modifications since the last certification audit;
   _ Maturity of the management system and knowledge of the organization;
   _ Quality issues
   _ Differences in culture, language and regulatory requirements; and
   _ Geographical dispersion.
5. This selection does not have to be done at the start of the audit process. It can also be done once the audit at the central office has been completed. In any case, the central office shall be informed of the sites to be included in the sample. This can be on relatively short notice, but should allow adequate time for preparation for the audit.

3. <u>Size of Sample</u>

1. The certification body will determine sample size as per its relevant procedure and inform the client accordingly which shall be agreed by the client.

I, Q4A or **client** will abide the above terms & condition for ISO Certification process, for confirmation below I or my organization authorised personal signed & stamp:

	Name Org. & Director or Auth. Personal name	**Accepted By**
Q4A	**Q4A Management Pvt. Ltd.** **RK Verma** **(Managing Director)**	
Q4A Client		