**ICV CERTIFICATIONS PRIVATE LIMITED**
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## Audit & Certification Contract

This Agreement is made on this …… between …….. (hereinafter called the Client) and ICV CERTIFICATIONS PRIVATE LIMITED (hereinafter called CB) for the conduct of Management System Conformity audit as per agreed audit standard, and for issue of certificate of Conformity, upon fulfillment of the audit standard's requirements, and ICV certification procedures, financial terms and following conditions:

**Clause 1. Purpose of the Contract**

The purpose of this contract is to arrange and observe all the necessary rights and duties applicable to the Client as service purchaser and to the Certification Body i. e. ICV, as service provider, in pursuance of the audit and Certification services required by the Client.

**Clause 2. Establishment and maintenance of the management System by the Client**

The Client shall have a documented management system to manage the applied scope of activities, in accordance with the requirements of the applied audit standard. ICV shall assess the Client's Management system according to the standard and scope applied by the Client. The scope of Client's activities, approved for registration, shall be limited to the extent it is found in conformity with the audit Standard's requirements. If required, the Client shall have to revise the applied Scope for registration as per objective evidence and IAF regulatory requirements.

**Clause 3. Conduct of Certification Audit**

a. Audit of the Client's managements system shall be performed to verify its conformity to the applied audit standard.

b. Client's system documents (Manual, Procedure, work instructions and Guidelines, etc.) and relevant records shall be reviewed offsite & onsite during stage-1 adequacy audit, prior to on-site Compliance audit. This primary adequacy audit is done to verify whether the Client's management system, prima facie meets the requirements of the applicable standards or not. If inadequacies / non conformities are identified in course of the stage-1 audit, these shall be brought to the notice of the Client's Management in writing. Action for stage-2 compliance audit shall be initiated only after receiving the Client's commitment that the identified inadequacies/ non conformities have been eliminated.

c. On-site Compliance audit also called stage-2 audit, is performed to assess whether the Client's practice is in accordance with the established management System or not. If nonconformities are found during on-site audit, ICV audit team shall issue NCR (Non-conformity Report)

d. The Client shall accept the NC Report / Corrective action request, and shall submit in writing its corrective action plan within one week, detailing what action it intends to take, to correct the non conformities and to stop its recurrence. After receiving the corrective action plan from Client the ICV auditor shall inform the Client in writing about acceptance / required revision of the submitted corrective action plan. The client shall be informed by the audit team about mode and timings of verification of the effectiveness of the corrective action taken by the client.

e. The Client can make appeal to ICV, regarding the audit team's findings and decisions. The ICV shall take appropriate decision within 30 working days of receiving such appeal.

f. The Client shall remove all minor nonconformities within 30 days of receiving the ICV auditor's acceptance / approval of the Corrective action plan submitted by the Client. Similarly the Client shall have to eliminate all major non conformities within 90 days. Evidence of taking corrective action shall be submitted to the ICV.

g. After receiving the evidences ICV shall decide whether the submitted evidences inspire confidence about the effectiveness of the corrective action or not. ICV may chose to revisit the audit site to verify effectiveness of the corrective actions, at Client's cost.

h. After confirming, on the basis of objective evidences, that the Client's Management system's conforms to the audit standard, the ICV audit team shall submit its recommendations for award of Certificate of compliance to the ICV Technical committee.

i. The Technical committee shall review the whole audit process and the submitted audit report, and shall take appropriate decision. ICV shall issue Certificate of conformity only in accordance with the established procedures and regulatory guidelines.

j. The client shall allow ICV auditors, external experts / observers access to all work site, and documented information related to the applied scope. The client agrees to allow the auditors to interview its staff and review all records except accounts, specially the records of complaints received and the action taken on the same.

**Clause 4. Issuing of Certificate**

ICV shall review the result of corrective action(s) submitted by client prior to awarding the certificate. If ICV Technical committee concludes that the audit team's recommendations and corrective action(s) taken by the client are acceptable, the certificate shall be issued after fulfillment of financial obligations. The certificate shall bear unique certificate number/ registration number, and the date of issue, which shall not be prior to the date on which the decision to award certificate is made by the Technical committee. The certificate shall remain valid for 3 years subject to satisfactory clearance of annual surveillance audits. The certificate shall bear its validity date, which shall not be greater than 3 years from the date of issue.

**Clause 5. Use of ICV Logo**

The Client shall -

a. Always comply with the relevant provision of the certificate/registration Programme.
b. 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.
c. Only claim that it its certified / registered with respect to those activities for which it has been awarded certification / registration.
d. not use it certification / registration in such a manner as to bring the certification / registration. Body into disrepute, and shall not make any statement regarding its certification / registration which the certification / registration body may consider misleading or unauthorized.
e. 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 any certification / registration document as required by the certification / registration body.
f. Use certification / registration only to indicate that the Management System certified is in conformity with specified standards or other normative documents, and shall not use its certification / registration, to imply that its products or services have been approved by the certification / registration body.
g. Ensure that no certification document, registration mark or report, or any part thereof, is used in a misleading manner.
h. Comply with the requirements of the certification / registration body, when making reference to its certification / registration status, in advertisement media, such as brochures, catalogues, website or any other advertisement material.
i. at the time of getting the certificate, also get logo artwork for the use of mark; and a document containing rules / guidelines for use of logo. The Client shall sign a copy of this document and shall return this to the ICV, to demonstrate its agreement and commitment for lawful use of ICV logo and mark of certification.

**Clause 6. On-Going Surveillance**

a. Periodic on-going surveillance shall be based on auditor's recommendation and shall not exceed interval of more than one year.

**b.** The auditor's man day charges shall be based on agreed Quotation.

**c.** for any nonconformity or other situation that may lead to suspension or withdrawal of certification, the certification body has a system that requires special audit to verify continued fulfillment of certification requirements. The cost of this special audit / follow up audit shall be charged to the client.

**Clause 7. Notification of Change in the audited QMS**

Client shall notify ICV in writing if following changes occur in the Client's management system. The changes include - change in organization's name and ownership, change of address, change in scope, change in process, change in key technical person or key process equipment. After review of the information submitted by the customer, ICV shall assess impact of the change on the Client's QMS. If impact of change on QMS is found significant, to verify continued conformity additional audit may be planned by the ICV.

**Clause 8. Re-certification**

Re-certification shall be based on three years performance and be conducted before the expiry date of the certificate. The non-conformity raised in re-certification audit shall be closed before the expiry date of the certificate. Re-certification program verifies overall continued effectiveness of the customer's management system in its entirety. ICV shall re-issue the certificate of conformity, after getting approval from the technical committee, on the basis of Recertification audit team recommendations.

**Clause 9. Withdrawal of ICV Accreditation**

In case of withdrawal or suspension of the audit scopes by accreditation body (if any) as the result of ICV fault, ICV shall arrange audit and certification services from other accredited bodies, at its own cost, during the continuation of this contract.

**Clause 10. Suspension of Certification (After its issue)**

If the Client is not complying with the following conditions, ICV may suspend Client's registration/ certification -

a. Client did not accept on-going surveillance visit within the time agreed.

b. ICV determines that the Client does not comply with the requirements of the audit standard.

c. Client lost its confidence as a result of claims raised by interested party and social conflict.

d. Client has not taken appropriate corrective action within the agreed time period, as per agreed corrective action plan.

e. Client failed to timely correct the infringements, caused by misuse of certification mark, within one (1) month.

f. Client didn't fulfill its financial obligations towards ICV.

g. ICV determines that the Client didn't comply with its obligations based on this Audit & Certification Audit Contract.

h. It is proved that the information and/or material provided by Client during assessment was incorrect.

**Clause 10 A. Restoration of suspended certificate**

a. If the cause of suspension is eliminated and objective evidence of corrective action is submitted and accepted by the ICV Technical committee, the suspended certificate shall be restored and new date of certification shall be marked in the certificate, after physically receiving the old suspended certificate.

b. If decided by the technical committee, ICV may send a competent auditor to verify corrective action at the client's site, at client's cost, and then action shall be taken by the technical committee as per Auditor's report.

**Clause 11. Withdrawal of Certification (After its issue)**

In following situations, ICV may withdraw Client's registration/certificate of conformity.

a. Failure to timely correct a suspension within three months.

b. Client's Request.

c. Client discontinues the activities related to the scope of registration. Certification.

d. The certified Client becomes traceless and Surveillance audit period is missed.

e. The Client's certificate is suspended more than 3 times during the term of validity of this contract.

f. After receipt of ICV request to return the Certificate(s), the Client fails to return the certificate(s) to ICV within one (1) month.

**Note:- ICV does not renew its certification after withdrawal. The client has to apply for fresh certification and if all the requirements are met, new certificate is issued.**

**Clause 11 A. Expanding or reducing the scope of certificate**

a. In case during the audit, objective evidence is obtained by the Audit team regarding additional activity being performed in the organization and found covered under QMS, the scope shall be expanded. New date of certification is marked on the renewed certificate.

b. In case during the audit, objective evidence is obtained by the Audit team regarding some activities in scope of QMS, not conforming to the requirements, the scope shall be reduced by the Technical committee as per objective evidence collected by the auditors. New date of certification is marked on the renewed certificate.

**Clause 11 B. Refusal of certificate**

In case during the audit, objective evidence is obtained by the Audit team showing major non conformity, or multiple minor non conformities amounting to collapse of the QMS, the audit team shall refuse recommendation, or if the acceptable corrective action evidence is not submitted to the ICV, the Technical committee would refuse grant of certificate.

**Clause 12. Appeals, Complaints and Disputes**

If the Client has any grievance against ICV, it has right to submit complaints and appeals. ICV shall handle Complaints and appeals, in accordance with relevant ICV procedures. The result of action shall be provided to the Client in writing. The client has right of access to records of complaints and appeals.

**Clause 13. 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.

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

a. Information that ICV already has before Client provides.
b. Information disclosed or expected to be disclosed publicly and regally.
c. Information that ICV legally obtained from source other than the Client.

**Clause 14. Change of Certification / Registration Requirement**

If the registration/ certification requirements are changed -

a. ICV shall inform Client about changed requirements by electronic media/News Letter within a reasonable period.
b. The Client shall submit a documented plan to achieve conformity to the changed requirements.
c. ICV shall verify Client's continued compliance within 11 months of such changes.

**Clause 15 Certification fees**

a. Certification fee shall be in accordance with the agreed Quotation
b. Surveillance audit fee is charged as per audit fee rate when it is performed.
c. 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 expenses will be charged as per fee rate on the time of verification audit.
d. Local Travel cost and hospitality, not mentioned in the Quotation, shall be provided to the auditors, on honorarium basis.

**Clause 16. Payment**

a. When concluding this contract, Client shall pay application & administrative fee, and only after that audit process will be initiated by the ICV.
b. Audit fees (initial audit, on-going surveillance, verification audit and re-assessment etc.) shall be paid prior to that audit.
c. Traveling expense, if not provided by the client shall be charged with audit fees.
d. Service Tax, as applicable at the time will be charged on audit fee.

**Clause 17. 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.

**Clause 18. 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 the dispute in an amicable manner. If the lawsuit occurs, the courts of Delhi (India) shall have jurisdiction over all disputes, which may arise between the parties.

**Clause 19. Reliability, faithfulness and mutual co-operation**

a. Both parties shall comply with the conditions stated in this agreement. ICV shall fulfill its obligations and the Client shall fulfill its obligations.

b. Client shall comply with all regulatory requirements to which ICV subscribes to or may subscribe in future, in matters related to certification. The client shall facilitate any special surveillance audit required by the ICV or its Accreditation / regulatory body, if requested.

c. When Client transfers its certification/registration to another certification body, Client shall inform ICV about its transfer and reason.

**Clause 20. Limited liability**

Any liability raised against certification body shall be limited to the certification fee received from the client.

**Clause 21. The duration/ currency of this Contract**

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 of certification. This contract can be changed and renewed by agreement between both parties if desired.

IN WITNESS THEREOF, the Client and the ICV hereby execute this agreement as on the date set forth above. The duplicate copy of this contract shall be retained by the Client.

**For** **For (Client)**

**ICV Certifications Private Limited**

**(Jatin Sharma)**

**C E O** **Authorized Representative**