

QCS Management Pvt. Ltd.

Certification Contract – (Annexure – 13)

This Contract is made on this day ____ / ____ / ____ by and between

Name:				
Address:				
Scope:				
Standard:				
Total man-days Applicable:	Stage 01=	Stage 02=	Each Surveillance =	Recertification =

(here-in-after called Client)

And

QCS Management Pvt. Ltd.
Regd. Office: 37 E/1(310) 2ND Street . Modern park, santoshpur , Kolkata-700075.India.
 (here in after called QCS)

for the provision of Certification Activities as follows:

Article 1: Purpose of Contract

The purpose of this contract is to describe the **rights and duties of QCS and Client** in performing certification Audit applied by Client as per the QCS certification requirements.

Article 2: Certification Scope

Client shall have a documented management system that meets applicable standard or other normative documents. QCS shall assess and certify Client's management system according to the standard and scope applied by Client. The Final Certification scope shall be limited to the products, services and other activities assessed & confirmed during Certification Audit(s).

Article 3: General requirements

1. Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards.
2. The audit programme shall include a two-stage initial audit, surveillance audits in the first and second years, and a recertification audit in the third year prior to expiration of certificate.
3. An audit plan is established for each audit in contract with the Client.
4. A documented report is provided after each audit
5. Client shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints.
6. Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors).
7. Client shall comply with certification requirements.

Article 4: Certification Audit

1. The stage 1 audit is performed:
 - a) to audit the client's management system documentation;
 - b) to evaluate the client's location and site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for the stage 2 audit;
 - c) to review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
 - d) to collect necessary information regarding the scope of the management system, processes and location(s) of the client, and related statutory and regulatory aspects and compliance (e.g. quality, environmental, legal aspects of the client's operation, associated risks,

- etc.);
- e) to review the allocation of resources for stage 2 audit and agree with the client on the details of the stage 2 audit;
 - f) to provide a focus for planning the stage 2 audit by gaining a sufficient understanding of the client's management system and site operations in the context of possible significant aspects;
 - g) to evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for the stage 2 audit.
2. For most management systems, at least part of the stage 1 audit is carried out at the client's premises in order to achieve the objectives stated above.
 3. Stage 1 audit findings are documented and communicated to the client, including identification of any areas of concern that could be classified as nonconformity during the stage 2 audit.
 4. In determining the interval between stage 1 and stage 2 audits, consideration is given to the needs of the client to resolve areas of concern identified during the stage 1 audit. QCS may also need to revise its arrangements for stage 2.
 5. Stage 2 audit: The purpose of the stage 2 audit is to evaluate the implementation, including effectiveness, of the client's management system. The stage 2 audit takes place at the site(s) of the client. It includes at least the following:
 - a) information and evidence about conformity to all requirements of the applicable management system standard or other normative document;
 - b) performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
 - c) the client's management system and performance as regards legal compliance;
 - d) operational control of the client's processes;
 - e) internal auditing and management review;
 - f) management responsibility for the client's policies;
 - g) links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions.
 6. If nonconformities are found during Stage 2 Audit, QCS shall issue NCR (Non-conformity Report F-10).
 7. Client shall take or propose corrective actions and submit to QCS. QCS shall review the actions by examining evidences attached or follow-up visit, as required.

Article 5: Confirmation of Certification Scope

Audit team and Client shall discuss certification standard, certification scope (item) and address of sites with each other. If the application of scope is ambiguous, it shall be in accordance with QCS criteria. Final scope shall be stated on "Scope of Certification (F-12)" and confirmed by the Client.

Article 6: Issuing Certificate

The certificate is granted to an applicant with a validity of three years (or less in case of transfer) after the following conditions have been met by the applicant organisation:

1. Client has a documented management system that meets applicable standard or other normative documents.
2. One Internal Audit and Management Review cycle has been completed and Non-Conformities, if any, have been corrected.
3. The applicant meets the criteria of certification and all Major non-conformities found during Audit have been closed.
4. There are no adverse reports/ information/ complaints with the QCS about the applicant regarding the quality and effectiveness of implementation of certification system as per QCS certification criteria
5. The applicant has paid all the fees as per 'FEE STRUCTURE' in this contract.
6. The validity of the certificate will be subject to timely and successful conduction of surveillance audits, as per plan.

QCS shall review the result of corrective action(s) submitted by Client prior to granting its certificate. If QCS decides that the corrective action(s) taken or proposed by Client is (are) acceptable, the certificate will be issued. The date of issue shall be the date of formal decision by QCS.

Article 7: Rights & duties of Client

Client shall;

1. conforms to the requirements of QCS when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,
2. not make or permit any misleading statement regarding its certification,
3. not use or permit the use of a certification document or any part thereof in a misleading manner,
4. upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by QCS,
5. amends all advertising matter when the scope of certification has been reduced,
6. not allow reference to its management system certification to be used in such a way as to imply that the QCS certifies a product (including service) or process,
7. not imply that the certification applies to activities that are outside the scope of certification, and
8. not use its certification in such a manner that would bring QCS and/or its certification system into disrepute and lose public trust.
9. not use certification mark on laboratory test, calibration or inspection reports
10. not use certification mark on a product or product packaging that may be interpreted as denoting product conformity.

11. record and address complaints, report complaints to QCS
12. notify QCS within 30 days of changes to Client's quality system or changes significantly affecting Client, such as a change of ownership, change in key personnel or facilities, which call "change" from now
13. Allow QCS to conduct special audits at short notice to investigate complaints, or in response to changes, or as follow up on suspension.
14. not expose auditors or others representing QCS to unsafe working conditions or environments, and to provide all auditors and others appropriate protective equipment,
15. pay QCS for the Certification Activities as per the Fee Structure as annexed

QCS has the ownership of certification documents, marks and audit reports. So long as Client maintains its status as being certified by QCS pursuant to the Client's Rights and Duties as above, Client will have the non-exclusive and non-transferable right to use the Certificate, the QCS Logo and any Accreditation Marks (except during Suspension as per Article 12) in Client's advertising and marketing materials and campaigns.

QCS shall take actions as appropriate to deal with the incorrect references to certification status or misleading use of certification documents, marks or audit reports. Such action could include requests for correction and corrective action, suspension, withdrawal of certification, publication of transgression and, if necessary, legal action.

Article 8: On-going Surveillance

1. All certified clients will be subjected to a minimum of two/ one surveillance audits annually as per 'Periodicity of Ongoing Surveillance'.
2. The first surveillance audit will be scheduled within six/ nine month from the date of stage 2 Audit. It is mandatory to complete first Surveillance audit within 12 months from the last date of stage 2 audit.
3. A Periodic "On-going Surveillance Plan" shall be provided to the client with the certificate.
4. The Auditor days shall be as per QCS Criteria
5. QCS would do its best to intimate the client in advance but sometime because of communication failure or loss of data or other reasons it may not be possible for QCS to contact the client. So, It shall be the duty of the client as well to contact QCS in advance to get fixed their audit as per the on going surveillance plan.
6. Same applies for all updated information client should visit QCS company website at www.qcspl.com. or contact Quality manager at - 91 86977-24975 , email: qcsert56@yahoo.com/info@qcspl.com.

Article 9: Notice of changes by a client

Client shall inform QCS, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. These include, for example, changes relating to

1. the legal, commercial, organizational status or ownership,
2. organization and management (e.g. key managerial, decision-making or technical staff),
3. contact address and sites,
4. scope of operations under the certified management system, and
5. major changes to the management system and processes.
6. The organization shall inform QCS without delay of any significant events; this includes but is not limited to fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority.
7. The organization shall fully inform QCS at the time of surveillance or recertification, of any OHS related findings by third-parties.

QCS shall review the changes and determine the necessary action including short-notice audits in accordance with the available information's from the client (e.g., full or partial Audit or document review).

Article 10: Recertification

Recertification shall be performed every three years or less and shall be planned in sufficient advance to complete the process before the date of expiry of the certificate. A fresh contract shall be prepared and agreed with the client. Recertification Audit program verifies overall continuing effectiveness of the Client's management system in its entirety. QCS shall re-issue the certificate after recertification audit and certification decision. The process for certification for a client after expiry of the certificate shall be as for initial certification.

Article 11: Withdrawal of QCS' Accreditation

In case of withdrawal or suspension of the Audit scopes by accreditation body as the result of QCS's fault, QCS shall request the subcontracted (entrusted) bodies to assess on behalf of QCS for maintaining Client's certification.

Article 12: Suspension of Certification (After Granting Certification)

In the event that Client is not complying with followings, QCS may suspend Client's Certification.

1. Client does not accept on-going surveillance visit within the time agreed.
2. QCS determines that Client does not have resources or organization to satisfy with requirements of standard applied, or the certified system does not exist.
3. Client lost its confidence as a result of claims raised by interested parties and social conflicts.
4. The required actions against the changes of Certification system or requirements have not been taken by Client during the specified period.
5. Client failed to correct the nonconformities found at on-site Audit within the time agreed.

6. Client failed to timely correct nonconformities, caused by misuse of certification mark, within one (1) month.
7. Client didn't pay QCS for Certification activities as per the agreed fee structure in time.
8. QCS determines that Client didn't comply with obligation as defined in Article 6 of this contract.
9. Client used and applied the certificate (certification) to out of its scope.
10. It is proved that the information and/or materials provided by Client during Audit are misleading.
11. Client does not comply with article 8 "Notification of Client's Change and Audit for Confirming Change" of this contract.
12. QCS determines that Client does not comply with the contract(s) and/or contract(s) concluded with QCS.
14. QCS determines that Client does not comply with "Obligations of Certified Client"

Note: Following suspension of certification QCS at its sole discretion can refuse, renew and restore a certificate as per accreditation body guidelines and QCS audit principles & procedures.

Article 13: Withdrawal of Certification (After Granting Certification)

In case, Client is not complying with followings, QCS may withdraw Client's Certification.

1. Failure to correct the reason for suspension within three months
2. Client's request
3. Client discontinues the activities (manufacturing, installation, etc.) related to the scope of certification.
4. The certified Client is no longer identified because of its dismantlement or communication disconnecting, etc
5. The suspension of Client's Certification is more than 3 times during the term of validity of its Certification.
6. After receipt of QCS' request to return the certificate(s), Client didn't return its certificate(s) to QCS within one (1) month.
7. Failure to make payment of any audit activity in due date.

Article 14: Appeals, Complaints and Disputes

If Client has appeals, complaints and disputes relating to Certification Audit and/or certification process, Client shall submit the appeals, complaints and disputes in writing to QCS. QCS shall handle the appeals, complaints and disputes, filed by Client, in accordance with QCS procedure (ANEX 12) displayed on our website. The result shall be provided to Client in writing.

Article 15: Confidentiality

Information about Client shall not be disclosed to a third party without written consent of Client or individual concerned except in case where required by accreditation requirements. Where QCS is required by law to release confidential information to a third party, the Client or individual concerned shall be notified in advance of the information provided. Information about the client from sources other than the client (e.g complainant, regulators) shall be treated as confidential, consistent with the QCS' policy. In the following cases, the information can be disclosed to a third party without written consent of Client;

1. information about the certification status i.e validity, suspended or withdrawn.
2. information required by accreditation body for evaluation of QCS.
3. information about misuse of logo or certification scope by the client.

Article 16: Notice of changes by QCS

QCS shall give its certified clients due notice of any changes to its requirements for certification and verify compliance as follows:

1. QCS shall inform Client about changed requirements in detail and transitional period to be observed.
2. Client shall submit documented implementation plan of changed requirements or its result in detail.
3. During surveillance audit, QCS shall verify Client's implementation and compliance of changed system based on Certification requirements changed.

Article 17: Certification Fee

1. All Audit activities including application, initial certification and surveillance audits shall be charged as per the '**FEE STRUCTURE**' attached.
2. If the Audit team decides that nonconformity, found during Audit, should be verified through follow-up visit, verification Audit shall be performed.
3. All boarding, lodging & traveling expenses shall be charged to Client.

Article 18: Payment

1. On signing this contract, Client shall pay Application fee which is non refundable.
2. All Audit fees (initial Audit, on-going surveillance, verification Audit and re-Audit etc.) shall be paid seven days prior to the Audit. In the event that the invoice is delayed, the fee shall be paid within seven days of receipt of the invoice.
3. In case the payment is delayed by the customer beyond seven days of the receipt of invoice, QCS has rights to stop the further certification process, initiate actions for recovery and forfeit the fee already received.
4. All boarding, lodging & traveling expenses shall be invoiced to Client with Audit fees.
5. All fees with service tax have to be paid by Cheque/ DD only in favour of 'QCS Management Pvt. Ltd.' only

Article 19: Short-notice audits

QCS may carry out audits of minimum one man-day on the certified clients at short notice to investigate complaints, or in response to changes, or as follow up on suspended clients. Client shall accept such audits and co-operate to meet the objectives of the audit. Fee for such audits shall be paid by the client as per the Man-day fee agreed in 'Fee structure'.

Article 19: 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 or unforeseen circumstances.

Article 20: Contract Interpretation and disputes settlement

In case(s) of dispute(s) which may arise between the parties in respect of the execution, interpretation and performance of this Contract, both parties shall do their best to settle in an amicable manner, otherwise it will be referred to arbitrator for arbitration who will appointed with the mutual consent of both the above parties and his arbitrator decision shall be pending upon both the party and the provision of Indian Arbitration Act will be applicable on them. The provision of Indian Contract Act will be applicable if not mentioned in the contract.

Article 21: Reliability, faithfulness and mutual co-operation

1. Both parties shall comply with all articles stated in this contract upon mutual trust. QCS shall do its duties and Client shall give best assistance to QCS.
2. Client shall comply with all laws related to certification and give assistance for special surveillance Audit required by Accreditation body, if requested.
3. Client should allow trainee to participate in Audit when requested by QCS.
4. When Client transfers its certification to another certification body, Client shall inform QCS about its transfer and reason.

Article 22: Limitation of Liability

QCS liability in respect of any single event or series of events for breach of QCS obligations as per this Contract shall be strictly limited to the amounts received by QCS from the client in the last 12 months preceding the date of the event or events. QCS is not liable for any other liability (including any third party liability or loss of order, loss of tender) claim by the client. QCS is also not liable for any claims passed by its clients in case their products or services malfunction with their own clients or users. QCS is also not liable for failure of commitments made by any other persons/ parties made on behalf of QCS and not covered under this contract.

Article 23: Safety

Client shall be responsible for ensuring that QCS Personnel are provided adequate protective equipments for the safety, as applicable. Where special training is required this is to be disclosed and provided by Client in advance of a visit.

Article 24: The Term of Contract

This contract shall become effective upon signing and shall continue in full force and effect for a period of three (3) years from the date hereof. And the term of this contract can be extended by re-Audit and re-certification. This contract can be changed and renewed by contract between both parties, if require.

Article 25: Retention of contract

IN WITNESS WHEREOF, Client and QCS hereby execute this Contract as of the date first set forth above in presence of the following witnesses. This contract (duplicate) shall be kept at both sides.

Article 26 :Management of transfers from suspended/withdrawn CAB’s:

If the former CAB is under suspension or withdrawn status Business registration number. Registration number of last certificate. Copy of the last certificate with status of Certificate (active/ suspended) . Management structure. Physical location (to be verified by QCS) . Copy of manual, procedures reason for transfer to be provided to QCS prior to initiation & confirmation of audit by QCS. If any of the above conditions are not met or affirmative transfers would be declined.

Please not there can be no change in scope and previous scope will only prevail as per the last certificate and what has been regisitred on JASANZ website. In such cases, Declaration form Q1 need to be additionally filled along with the application which is in line with annex 1 of directives from JASANZ governing board dated 30thJune 2016.

(Client)

(QCS)

Signature with stamp

Authorized Signatory

By signing this contract we agree to the terms and condition defined above including FEE Structure provided.

Note: Any clarification/ further information may be asked for if required, you may also visit QCS website www.qcspl.com for updated information. Please contact our quality manager for any clarifications@ +91-8697724975, or Email us @ qcsert56@yahoo.com/info@qcspl.com