

Royal Assessments Pvt. Ltd.
Certification Agreement

This Agreement is made on this (Date – XX/XX/XXXX) by _____ and _____ (hereinafter referred to as client) and Royal Assessments Pvt. Ltd. (hereinafter referred to as RAPL) for certification 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 as applied by Client.

Article 2 Registration Scope

Client shall have documented quality management system that meets applicable standard or other normative documents. RAPL 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. RAPL 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 changes, a review audit will be conducted. Client had to make provisions for the same.

Article 3 Certification Audit

1. Certification audit of Client's managements system shall be performed on the basis of the requirement of applicable standards.
2. Document review records of Client's system documents (Manual, Procedure, Guides, etc.) and relevant records (Internal Audit Reports, Managements Review Reports, etc.) shall be performed prior to on-sit audit. This document audit review is for examining Client's Organization policy and work process, and verifying whether they meet the requirements of applicable standards or not.
3. 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.
4. On-site audit is performed upon Client's sites to verify if its activities are implemented according to documents system. If nonconformities are found during on-site audit, RAPL shall issue a non-conformity Report.
5. If any non-conformity is found during on-site audit, RAPL shall verify that corrective actions taken are applicable through document review or follow up visit. If corrective action taken by client is effective, the certificate can be granted.
6. RAPL shall issue the recommendation letter for certification to the client, and then certificate will be issued.
7. The client agrees to allow any Accreditation Board Auditors for the purpose of Witness Audit.
8. The client agrees to allow the auditors (RAPL & Accreditation Board) 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. If the action taken is not as per the requirement of international standard of (ISO 9001:2015, ISO 14001:2015 & ISO 45001:2018) then Non-Conformance will be raised, and subsequently reviewed in follow-up or surveillance audit.
9. Client shall 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.

Article 4 Confirmation of Registration Scope

Audit team and Client shall discuss and finalize certification standard, certification scope (item) and address of sites with each other.

Article 5 Issuing Certificate

RAPL shall review the result of corrective action(s) submitted by client prior to granting its certificate. If corrective action(s) taken by client is (are) effective & acceptable, the certificate shall be issued. The date of issue shall be based on RAPL Certification Procedure.

Article 6 Reference to certification and use of marks:

1. Client shall always comply with the relevant provision of the certification program.
2. Client shall only claim that it is certified with respect to those activities for which it has been granted certification.
3. Client shall comply with the requirement of the certification body, when making reference to its certification status in communication media such as documents, brochures or advertising.

4. Client shall not make or permit any misleading statement regarding its certification activities.
5. Client shall not use or permit the use of a certification document or any other part thereof in a misleading manner.
6. Client shall discontinue use of all advertising matter that contains any reference to its certification in cases of suspension or withdrawal of its certification and return any certification documents as required by the certification body.
7. Client shall amend all advertising matter when the scope of certification has been reduced.
8. Client shall 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 services) or processes.
9. Client shall not imply that the certification applies to activities and sites that are outside the scope of certification. .
10. Client shall not use its certification in such a manner that would bring the certification body and / or certification system into disrepute or lose public trust.
11. Client shall use the certification mark & logo as described in RAPL Logo Rules DS/02.02.

Article 7 On-Going Surveillance

Surveillance Audits shall be conducted at client site annually by RAPL auditors to check the effectiveness of the management system.

Article 8 Notification by client about change in certification info, OH&S related incidents and assessment for confirming change

Clients shall notify RAPL about any changes in the information relevant to certification and shall ensure that RAPL is kept up-to-date. Client shall notify RAPL in writing if any of 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.
- Client shall inform RAPL, 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, RAPL shall determine the necessary action and inform the client after the committee approval.

Article 9 Re-assessment

Re-assessment shall be carried out every three years or less and may be without application procedure. Re-assessment program verifies overall continuing effectiveness of the customer's management system in its entirety. RAPL shall re-issue the certificate after completing re-assessment program.

Article 10 Withdrawal of RAPL Accreditation

In case of suspension or withdrawal of the accreditation by the accreditation body as the result of RAPL noncompliance of accreditation rules, RAPL shall arrange for transfer of certificate to another accredited certification body.

Article 11 Suspension / Reducing of scope of Certification (After Granting Certification)

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

1. Client did not accept on-going surveillance visit within the time agreed.
2. RAPL 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 activity does not satisfy the total scope granted to them. In these cases, RAPL can reduce scope or suspend the certification.
3. Client lost its confidence as a result of claims raised by interested party and social conflict.
4. Client has not taken the required actions against the changes in registration system or requirements 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 RAPL for registration activities as agreed by both parties in RAPL Quotation.
8. RAPL determines that Clients didn't comply with organization's obligation based on Certification Audit Contract.
9. Clients used and applied the certificate (certification) to out of its coverage.
10. It is proved that the information and/or material, documents provided by Client during assessment are false.

11. Client didn't comply with article 8 "Notification by Client about change in Certification Info and Assessment for Confirming Change.
12. RAPL determines that Client does not comply with the agreement(s) and/or contract(s) concluded with RAPL.
13. Client shall amend all advertising matter when the scope of certification has been reduced.

Article 12 Withdrawal of Certification (After Granting Certification)

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

1. Failures to timely correct a suspension within three months.
2. Client's Request.
3. Client discontinues the activities (manufacturing, installation, etc.) related to the scope of registration.
4. The certified Client is no longer identified because of its dismantlement or communication disconnecting, etc.
5. The suspension of Client's registration is more than 3 times during the term of validity of its registration.
6. After receipt of RAPL request to return the Certificate(s), Client didn't return its certificate(s) to RAPL within one (1) month.
7. Upon withdrawal of its certification, client shall discontinue its use of all advertising matter that contains a reference to certification, as directed by RAPL.

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 RAPL which shall handle the appeals, complaints and disputes, submitted by Client, in accordance with RAPL procedure for handling Complaints and Appeal. 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 complaint etc. 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 RAPL already has before Client provides.
2. Information disclosed or expected to be disclosed publicly and legally.
3. Information that RAPL legally obtained from a source where is no connection with Client.
4. Information required by accreditation body for its evaluation purpose.

Article 15 Change of Certification / Registration Requirement

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

1. RAPL shall inform Client about changed requirements in detail by electronic media, 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, RAPL shall verify Client's implementation and compliance of changed system based on registration requirement changed, within 12 months.

Article 16 Certification Fees & Audit Mandays

1. Certification fee shall be in accordance with in Quotation of RAPL (Article 26) mutually agreed and signed by both parties.
2. Surveillance audit is conducted annually and fee is charged separately as mentioned in Quotation.
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 audit, shall be charged to clients.
5. Audit mandays are calculated as per RAPL system document for audit duration DS01. Copy of contract review is attached with this agreement. Client may contact RICVL if further justification to audit duration required.

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 7 days prior to its 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 are charged separately. GST extra as applicable

Article 18 Unavoidable Reasons

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, 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. RAPL shall abide by its duties toward client and Client shall give best assistance to RAPL.
2. Client shall comply with all laws related to QMS, EMS & OHSMS certification 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 RAPL about its transfer and reason.

Article 21 Terms of 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. The term of this contract can be extended for the purpose of re-assessment and re-certification. This contract can be changed and renewed by consent of both parties if applicable.

Article 22 Retention of contract

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

Article 23 Client Status

Clients Status shall be displayed on RAPL website & Other Public Media as Certified (when Certification is active), Suspended (when Certification Is Suspended) and Cancelled (when Certification Is Withdrawn)

Article 24 Witness Audit

The accreditation body can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessors to assess the competency of RAPL auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by RAPL

Article 25 Multiple Site Certification

This Agreement shall cover all the sites covered by the scope of the certification. If Client is having multiple Sites (Work Locations), it should clearly provide the information about the Total number of Sites and Number of Sites it wishes to cover under the Scope of Certification in the Application Form. This mandatory information has to be provided by organization to RAPL through Application Form F01. All Sites to be included in the scope of certification must be owned by the Client and be an integral part of the Organisation's Management Structure.

RAPL has established the following criteria for the acceptance of applications for certification on a sampling basis:

- Each work location must be performing substantially the same type of business, and the entire range of products or services supplied by each location must be included in the scope of certification.
- The range of services or products to be covered by the certification should be of a non-complex nature and RAPL reserves the right to not accept applications that are not appropriate for certification on a sampling basis.
- The organisation must have one appointed Management Representative with overall responsibility for maintenance of the quality system.
- The organisation must have a defined and controlled Quality Policy such that it is applicable to all sections of the organisation that are included in the proposed scope of certification.
- The quality system must be centrally managed and uniform across all work locations covered by the proposed scope of certification. As a minimum requirement, the following elements of the quality system must be centrally managed: management review, internal audits, corrective action, changes to the system. Over and above article 25 of this agreement, the requirements of IAF MD1:2018 shall apply for multisite certification.

Article 26 Quotation

26.1 Certification Fee

Service	Fee (Rs.)	Auditor days	Remarks
Application Fee			

Document Review (Stage 1)			
On-site Assessment (Stage 2)			
GST @ 18%			
Total			
Surveillance Audit 1			
Surveillance Audit 2			
Note: Surveillance audit shall be conducted on yearly basis. Fees quoted above for surveillance audit does not include GST. GST shall be charged separately at prevailing rates at the time of surveillance.			

26.2 Terms & Conditions:

- Boarding, Lodging and Travel Expenses of Assessment staff will be charged at Actual. Invoices are raised after each phase of activity and are payable immediately on issuance. Please do not pay any Cash to our Representative. This Quotation is valid for 30 days.
- The certificate shall be valid for a period of three years subject to successful surveillance audits and payment of fees. After the acceptance of this quote, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable.

Signed for and on behalf of the Client

Signature –

Name of Signatory –

Signed for and on behalf of Royal Assessments Pvt. Ltd.

Signature –

Name of Signatory – Aman Rajvanshi

Date: XX/XX/XXXX

Place: Noida