

## Certification Audit Contract

This Agreement is made this \_\_\_\_\_ by and between \_\_\_\_\_ (Hereinafter called Client) and Delano Assessment Private Limited (hereinafter called DAPL) for certification audit as follow:

<b>Client Name</b>	
<b>Address-1</b>	
<b>Address-2</b>	
<b>Applied Scope</b>	
<b>Applied Standard</b>	

### 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.

#### 1.1 General requirements

Certification Audit of Client's management system shall be performed on the basis of the Requirements of applicable standards. 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. An audit plan is established for each audit in contract with the Client. A documented report is provided after each audit. 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. Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors). The accreditation body can select any accredited client for witness audit. The client shall permit for the witness audit and allow the accreditation body assessor's to assess the competency of DAPL auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by DAPL.

### Article 2. Registration Scope

Client shall have documented management system (QMS, EMS, OH&S, FSMS) that meets applicable standard and other normative documents (like quality policy, quality manual, mandatory procedures, records, Internal audit, MRM) three months' implementation period from the date of issue of manual.

DAPL 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 regards, the registration scope can be changed.

#### Article 2.1 Application review (QMS, EMS, OH&S, FSMS)

Before proceeding with the audit, we will conduct a review of the client application and supplementary information for certification to ensure that the information about the applicant organization and its management system is sufficient for the conduct of the audit.

- The scope of certification sought, the location(s) of the applicant organization's operations, time required to complete audits and any other points influencing the certification activity

are taken into account such as language, safety conditions, threats to impartiality and statutory and regulatory requirements.

- The audit team shall be appointed and composed of auditors where required technical experts who have the totality of the competences for the certification of the applicant organization.

**2.1.1 Refusing:-** DAPL may refuse the application of Client in the following cases:

- Due to Unavailability of Competent Auditor
- If related scope not comes under the accreditation scope of certification
- Some ambiguity in legal or clients will to get & maintain certification.
- Responsibility of Refusing of Application is Technical Manager/Technical Director

### **Article 3. Certification Audit**

1. Certification audit of Client's managements system shall be performed on the basis of the requirement of applicable standards. The audit shall be in two stages (Stage 1 & Stage 2)
2. Stage 1 audit shall be done at client place. The auditor shall check 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. The stage 1 audit is for examining Client's Organization, policy and work process, and verifying whether they meets 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, DAPL shall issue NCR (Non-conformity Record)
5. If any non-conformity is found during on-site audit, DAPL shall verify that corrective actions taken are applicable through document review or follow up visit. If corrective action are taken by client are applicable, the certificate can be granted.
6. DAPL shall issue the recommendation for certification letter to the client, and then certificate will be issued.
7. The client agrees to allow Accreditation Board (AB) Auditors for the purpose of Witness Audit.
8. The client agrees to allow the auditors (DAPL & AB) to access the all records except accounts, specially the records of complaints received and the action taken on the same. If the action taken is not as per the requirement of international standard of management system (QMS, EMS, OH&S, FSMS) then Non-Conformance will be raised, and subsequently reviewed in follow-up or surveillance audit.

### **Article 4. Confirmation of Registration Scope**

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

### **Article 5. Issuing Certificate**

DAPL shall review the result of corrective action(s) submitted by client prior to granting its certificate. If DAPL decided the corrective action(s) taken by client is (are) acceptable, the certificate can be issued. The clients certification status will be updated on time to time on DAPL and IAFcert search website.

The date of issue shall be based on DAPL procedure, The Certificate will remain the property of DAPL.

## **Article 6. Use of DAPL Logo and Accreditation Mark**

Client shall:

1. Always comply with the relevant provision of the certificate/registration Programme.
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 is certified / registered with respect to those activities for which it has been granted certification / registration.
4. Do not use its certification / registration in such a manner as to bring the certification / registration 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 any 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 its 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 a 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. At the time of granting certificate the client will receive certificate and logo artwork for the use of mark; copy of TC35 will be signed by the client and handover to DAPL.

## **Article 7. On-Going Surveillance**

1. An interval of Periodic on-going surveillance shall be based on (QT02) and shall not be over than one year.
2. The auditor day shall be based on "Auditor Days and Fee Structure (QT02)" of DAPL

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

Client shall notify DAPL by written request if following changes occurs in Client's management system. The changes such as change in organization name and ownership, change of address, change in scope, change in process, any significant events including, but not limited to fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority and OHS related findings by third-parties. After review of the request submitted by the customer, DAPL shall determine the necessary action and inform the client after the committee approval.

## **Article 9. Re-certification**

Re-certification shall be based on three years performance and be conducted before the expiry date of certificate. The non-conformity raised in re-certification audit should be closed before the expiry date of certificate. Re-certification program verifies overall continuing effectiveness of the customer's management system in its entirety. DAPL shall re-issue the certificate after completing review from the technical committee.

## Article 10. Withdrawal of DAPL Accreditation

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

## Article 11. Suspension of Certification (After Granting Certification)

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

1. Client did not accept on-going surveillance visit within the time agreed.
2. DAPL determines that Clients 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 party and social conflict.
4. Client has not taken the required actions against the changes or 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 DAPL for registration activities set in DAPL published Auditor days and Fees structure.
8. DAPL 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 provided by Client during assessment are falsity.
11. Client didn't comply with article 8 "Notification of Client's Changes and Assessment for Confirming Changes" of this contract.
12. DAPL determines that Client does not comply with the agreement(s) and/or contract(s) concluded with DAPL.

### Article 11.1 Amendment to Scope of Certificate of Registration

- **Extending of scope:** - Upon client's request for extending scope DAPL shall review the availability of scope and competence level and advice for audit considering the auditor time. The audit time may be extended after seeing the actual process of the extended part of scope. The certificate will be re-issued incorporating the new scope. This type of scope extension may be clubbed with surveillance audit or it can be carried out separately through Special Audit.
- **Restoring:-** DAPL shall restore the certification as per the following
- If the Client submits the Corrective action report within the 30 days of time period in case of minor non-conformity and 90 Days of time period in case of major non-conformity and also in case of major non-conformity there should be a provision of re-visit of auditor at client's location for the verification of effectiveness of Closure of Non-Conformity.
- After Suspension there is 15 Days of time period for the renewing of certification after Verification of Effectiveness of System by the Auditor at the time of Re-Visit, Without Re-Visit no any certification will be restored except in case of suspension Due to non-payment.
- Responsibility for Renewing of Client is Technical Manager/Director technical
- **Reduction of scope:** - The DAPL shall reduce the client's scope of certification to exclude the parts not meeting the requirements. When the client has persistently or seriously failed to meet the certification requirement of those parts of the scope of certification. Any such

reduction shall be in line with the requirements of the standard used for certification. DAPL decision on reducing the scope of certification shall be communicated to the client, in writing, through letter. The certificate will be re-issued after reduction of scope.

#### **Article 12. Withdrawal of Certification (After Granting Certification)**

In the event that Client is not complying with following, DAPL 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 DAPL request to return the Certificate(s), Client didn't return its certificate(s) to DAPL within one (1) month.
7. The client name will be listed in cancel list of DAPL website, [www.carecertification.com](http://www.carecertification.com)

#### **Article 13. Appeals, Complaints**

The procedure of appeal and complaint is available at DAPL website [www.carecertification.com](http://www.carecertification.com). If Client has appeals, complaints relating to registration assessment, certification process and/or of any other issue, Client shall submit the appeals, complaints in writing to DAPL. DAPL shall handle the appeals, complaints, submitted by Client, in accordance with DAPL 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.

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

1. Information that DAPL already has before Client provides.
2. Information disclosed or expected to be disclosed publicly and regally.
3. Information about the client from sources other than the client (e.g. complainant, regulators) will be treated as confidential. The confidential information of client can be shared if required for the statutory requirement.
4. Information required by accreditation body for its evaluation of DAPL

#### **Article 15. Change of Certification / Registration Requirement**

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

1. DAPL shall inform Client about changed requirements in detail by electronic media/New 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, DAPL 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 of DAPL
2. Surveillance audit fee is charged as per audit fee rate when it is performed.
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.

## **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. 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 with audit fees.
4. GST (Good & Service Tax) 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. DAPL shall to its duties and Client shall give best assistance to DAPL.
2. Client shall comply with all laws related to (QMS, EMS, OH&S, FSMS) 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 DAPL about its transfer and reason.

## **Article 21: Rights & duties of Client**

Client shall;

Conforms to the requirements of DAPL when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents,

Not make or permit any misleading statement regarding its certification,

Not use or permit the use of a certification document or any part thereof in a misleading manner,

Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by DAPL,

Amends all advertising matter when the scope of certification has been reduced,

Not allow reference to its management system certification to be used in such a way as to imply that the DAPL certifies a product (including service) or process,  
Not imply that the certification applies to activities that are outside the scope of certification, and  
Not use its certification in such a manner that would bring DAPL and/or its certification system into disrepute and lose public trust.  
Not use certification mark on laboratory test, calibration or inspection reports  
Not use certification mark on a product or product packaging that may be interpreted as denoting product conformity.  
Record and address complaints, report complaints to DAPL  
Notify DAPL 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  
Allow DAPL to conduct special audits at short notice to investigate complaints, or in response to changes, or as follow up on suspension.  
Not expose auditors or others representing DAPL to unsafe working conditions or environments, and to provide all auditors and others appropriate protective equipment,  
Pay DAPL for the Certification Activities as per the Fee Structure.  
DAPL has the ownership of certification documents, marks and audit reports. So long as Client maintains its status as being certified by DAPL 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 DAPL Logo and any Accreditation Marks (except during Suspension in Client's advertising and marketing materials and campaigns.  
DAPL 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 22. The Term 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 certification. 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 23. Retention of contract

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

(Client)

DAPL



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**CLIENT NAME**  
**PARTY NAME & ADDRESS**

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**Mukesh Paliwal/ DIRECTOR**  
**Delano Assessment Private Limited**

**172, Block-3, Ganga Shopping Complex,**  
**Sector-29, Noida (U.P.)**