

Section 5 Annexure 5A
Agreement for approved Certification Bodies (CBs) and Scheme Owner (SO)

AGREEMENT FOR THE OPERATION OF CERTIFICATION

This agreement is made as of _____ (date) between the Quality Council of India (herein referred as QCI), having its principal office at New Delhi, India, which expression shall include its successor and assignees and the provisionally approved (PA)/ accredited certification body (Name of the Certification body) _____ having its principal office at _____ (address) hereinafter referred to as CB which expression shall include its successors and assignees.

1. INTRODUCTION

- 1.1 The Quality Council of India, a society registered under the Registration of Societies Act 1860 and operating under a Memorandum of Understanding signed by the representatives of Government of India and Indian Industry and caters to nation for assisting in design and development of conformity assessment Schemes that eventually leverages the accreditation mechanism for undertaking certification of management systems /product/process/service.
- 1.2 This Agreement sets out the relationship between QCI and the provisionally approved PA/ accredited CBs and the standards and conditions to be met by PA/ accredited CBs in the operation of certification.
- 1.3 Both QCI and provisionally approved PA/ accredited CBs expect and are expected to abide by the letter in spirit and intent of this Agreement.
- 1.4 CBs applying for PA/accreditation are expected to act as PA/ accredited CBs as part of complying with the requirements for PA/accreditation. The term “PA and accredited CB” is therefore deemed to also cover applicant CBs for the purposes of this agreement.
- 1.5 QCI shall retain the producer details until two certification cycle or as per the regulatory requirements whichever is more.

2. APPROVAL OF CERTIFICATION BODIES

- 2.1 Under the IndG.A.P. Scheme any CB that has either been provisionally approved (PA) by QCI and/or accredited by the AB is termed herewith as approved CB.
- 2.2 CBs offering management systems / product / process / service certification are provisionally approved against the relevant section of IndG.A.P. Scheme and/or accredited against the International Standards ISO/IEC 17065 using applicable IAF/APAC documents and/or publicly available QCI Accreditation Criteria and other applicable documents. Clarification notes are issued from time to time to amplify or explain issues of relevance to accredited certification.
- 2.3 QCI will apply the criteria for provisionally approval and seek NABCB support on accreditation consistently and will provide suitably qualified personnel for assessment and surveillance of applicant and CBs either by direct deployment of QCI's own personnel or by sub-contract to any party approved by QCI.
- 2.4 A CB applying for PA/accreditation will undergo assessment by QCI to enable QCI's assessors to determine the competence of the CB and its conformity with the standard(s) against which accreditation is sought. In the event where approval is granted, a

- provisional approval letter and/or an accreditation certificate will be issued to the CB respectively.
- 2.5 A provisional approval is granted to CB with a request to them to get accredited preferably within one year of issuance of PA letter.
- 2.6 An accreditation certificate is granted for a defined period on condition that the accredited CB:
- (a) complies with the terms of this Agreement
 - (b) demonstrates continuing conformity with the relevant standards and guidance
 - (c) demonstrates continuing competence within the scope of its accreditation
 - (d) give such undertakings as QCI may reasonably require
 - (e) pays such fees as are due to QCI
- 2.5 The scope of PA/accreditation is set out in the PA letter and schedule to the accreditation certificate, which QCI grants to each PA/accredited CB respectively.
- 2.6 QCI will indicate how continuing conformity with the relevant standard(s) will be monitored in order that the CB may maintain its status. The frequency with which each CB is subject to surveillance will be determined by QCI with reference to the scope and scale of the PA/accredited activity of the CB and based on risk. QCI reserves the right to carry out additional or unscheduled surveillance or re-assessment visits at intervals other than those predetermined as it may reasonably require. A full reassessment will be undertaken by QCI as applicable.
- 2.7 If a CB fails to comply with the terms of this Agreement, or any undertakings given to QCI, the relevant accreditation criteria or the conditions for the use of the Scheme/ Accreditation Symbol of QCI, QCI may withdraw approval, reduce the scope, impose a moratorium on the issue of certificates or extensions to scope, require re-assessment or impose other sanctions as appropriate.
- 2.8 Additionally, QCI reserves the right to withdraw approval:
- (a) if a CB, being a company, enters into liquidation, whether compulsory or voluntary (but not necessarily including liquidation for the purposes of reconstruction), or has a receiver for its business appointed, or
 - (b) if a CB fails in any respects to comply with the law of the land, or
 - (c) if a CB fails to comply with the conditions specified in the accreditation procedure.
 - (d) if there is evidence of fraudulent behaviour, or the CB intentionally provides false information or conceals information
 - (e) No response to communication received on furnishing of information
- 2.9 QCI charges may be reviewed periodically and are subject to alteration. CBs will be provided with an annual financial quotation for QCI's estimated charges for the following year based on QCI's assessment of the appropriate level of monitoring for that body (see

2.7 above).

- 2.10 All information gained by QCI and its personnel in QCI's direct dealing with CBs other than information already in the public domain will be treated as confidential and will not, subject to the law of the land, be divulged without prior written consent of the CB. Data will only be shared with other parties only after an explicit approval/authorisation from the respective producer/group. The same shall be informed during the on-boarding of the applicant wherein, they applicant (producer//group) will have the option to transfer the rights to the CB.
- 2.11 Approval should not be regarded as in any way changing the contractual responsibilities between the CB and its client. While approval is the indication of the integrity and competence of the accredited CB, it cannot be taken to constitute an undertaking by QCI that the accredited CB will maintain a particular level of performance.
- 2.12 The CB shall establish measures and procedures to prevent bribery and corruption at all levels of its organization.

3. CONDITIONS TO BE MET BY APPROVED CERTIFICATION BODIES

- 3.1 The approved CB shall offer QCI and its representatives such reasonable access and co-operation as necessary to enable QCI to monitor conformity with this Agreement and the relevant standard(s). The approved CB shall also use reasonable endeavours to provide access to QCI assessors and experts to its customers' premises to conduct assessment activities, as QCI shall reasonably require.
- 3.2 The approved CB shall:
- (a) at all times comply with these terms of this Agreement and with the relevant Scheme standards, procedure and other related documents; Refusal to sign the document or any other notification within the stipulated timeline shall result in a non-conformance. This includes maintenance of provisional approval and accreditation or else the CB shall be non conforming to the requirements.
 - (b) commit to fulfil continually the requirements for approval set by QCI for the scopes for which approval is sought or granted including adapting to changes in the requirements for approval as and when communicated and shall also commit to provide evidence of fulfilment.
 - (c) afford such accommodation and cooperation as is necessary to enable QCI to verify fulfilment of requirements for approval. This applies to all locations where the certification activities take place.
 - (d) provide access to CB personnel, locations, equipment, information, documents and records as necessary to verify fulfilment of requirements for approval.
 - (e) arrange the witnessing of certification activities when requested by QCI at their client's place
 - (f) only claim that it is approved in respect of those activities which are the subject of the schedule of approval attached to the certificate issued to it by QCI from time to time and which are carried out in accordance with this Agreement and the relevant standard(s);
 - (g) use the Scheme logo of QCI only on those certificates (and schedules where

applicable) which fall within the scopes approved by QCI and commit to follow the QCI's policy for the use of the logo; this shall be issued without delay and after closure of the NCs.

- (h) not issue any non approved product / process / services / management system certificates in scopes for which they are approved.
- (i) pay to QCI any outstanding fees prior to approval and pay promptly all fees due to QCI, in accordance with the Fee Schedule issued by QCI from time to time;
- (j) not use its approval in such a manner as to bring QCI into disrepute, and take appropriate steps to correct any statement or expression, which QCI considers to be misleading;
- (k) upon the withdrawal of approval, however determined, discontinue forthwith its use of any reference to approval, withdraw all advertising matter which contains any reference thereto, return the certificate of approval, discontinue issue of approved certificates, and take such action with existing clients holding approved certification as QCI may require;
- (l) make it clear in all contracts with its clients and in guidance documents that a certificate issued by it in no way implies that any product, process, service or management system certified is approved by QCI;
- (m) ensure that approved certification shall not be used by itself or its clients for promotional or publicity purposes in any way that QCI considers to be misleading, and take such immediate steps as QCI may require to correct any such misleading use.
- (n) have legally enforceable arrangements with their clients that commit the clients to provide, on request, access to QCI assessment teams to assess the conformity assessment body's performance when carrying out conformity assessment activities at the client's site;
- (o) Provide, on demand, or during assessments all records/information relating to complaints, appeals and disputes related to certification
- (p) shall inform at the time of application and subsequently, without delay, any significant changes relevant to its approval, in any aspect of its status or operation relating to:
 - (i) its legal, commercial, ownership or organizational status,
 - (ii) the organization, top management and key personnel,
 - (iii) main policies and procedures,
 - (iv) locations of its premises,
 - (v) personnel, equipment, facilities, working environment or other resources, where significant.
 - (vi) capability of certification or scope of approved activities, or conformity with the requirements in this Agreement or the relevant approval criteria.
 - (vii) the countries in which the CB operates from local offices, whatever the legal relationship of such offices with the CB
 - (viii) the countries into which approved certificates are issued directly by the CB or through sub-contractors
 - (ix) other such matters that can affect the ability of the CB to fulfil requirements for approval.

- (q) shall assist in the investigation and resolution of any approval related complaints about itself, referred to it by QCI.
- 3.3 The approved CB may use in documents, brochures or advertising media, without variation, the phrases “a QCI approved CB listed under letter/registration number” and “listed in the QCI Register of CBs under letter/registration number”.
- 3.4 The approved CB shall inform QCI of any changes which it is planning and which bear on the approved CB’s conformity with this Agreement and the relevant standard(s) or otherwise affecting, or potentially affecting, the approved CB’s capability or scope of approval, as soon as possible, or, in any event, at least fourteen days prior to implementing any such change.
- 3.5 The approved CB will be given due notice of any proposed changes relating to this Agreement. The approved CB shall be given such reasonable time as is necessary to make any adjustments to its procedures under the proposed changes. The approved CB shall notify QCI regarding the completion of such changes within the time fixed for such adjustments.
- 3.6 An approved CB wishing to relinquish its QCI approval shall give at least ninety days written notice to QCI of its intent, stating the arrangements made for protection of clients holding approved certification, settlement of QCI fees, and the return of the certificate of approval.
- 3.7 Any notice or other communication given or sent by QCI to an approved CB in connection with, or under, this Agreement, shall be deemed to be duly given or sent if despatched by registered / speed post or courier to the address of the approved CB last known to QCI and shall be deemed to be given at the time when the same would have been delivered in the ordinary course of post.
- 3.8 Financial arrangements between an approved CB and its client are not the responsibility of, and are not subject to the control of, QCI. However, information contained therein may be subject to audit by QCI.IN
- 3.9 If one of the CBs issues a sanction, all CBs operating with that producer or producer group have the obligation to communicate with each other, regarding the scope and, if appropriate, details of actions to be taken across all CBs. The same undertaking shall be done by the producers and the CB.
- 3.10 The communication between CBs shall include all relevant details, but the sanction issued shall be valid and all relevant CBs shall observe this. The CB shall establish and implement procedures for collecting data updates of the accepted producers, such as production site or product area changes and inclusion/de-listing of members within a producer group.
- 3.11 The CBs shall have process for on boarding of applicants coming from other CBs. They shall be transparent in giving all the required information as desired by the other CB in terms of the last audit report, NC listing and action taken, copy of certificate and any other documents that clarifies the status of the clients seeking transfer.
- 3.12 In case client moves from one CB to another, the CB transferring the client shall close the registration process before handing over all details including the UIN no. will be continued for the purpose of continuity and traceability.

4 APPEALS

- 4.1 Appeals will be considered only against an approval decision made by QCI. An approval decision is a decision by QCI to grant, suspend or withdraw approval or to grant or deny an extension to scope or reduce scope or reject application for grant of approval at any stage. Such a decision by QCI shall stand pending hearing of appeal if any.
- 4.2 Appeals in writing against a decision by QCI will be processed in accordance with the QCI Appeals Procedure. The Complaints and Appeals procedure is available on QCI website and is freely downloadable

5. COMPLAINTS

- 5.1 Any complaint against QCI or the approved CBs should be addressed to the Scheme Owner (QCI) in writing.

6. ASSIGNMENT

Except as otherwise agreed by the parties in writing, approval shall not be assigned.

7. LIABILITY

No representation, promise or warranty, express or implied, is or will be made or given as to the accuracy or completeness of any information, review, audit, or advice supplied, made or given by QCI (or any of its CEO, directors, employees or agents) in the course of providing services pursuant to this Agreement and no CEO, director, employee or agent of QCI is authorised (nor shall any such person be deemed to have been given any such authority) to make or give any such representation, promise or warranty, and any such representation, promise or warranty purported to be so made or given shall not be relied upon by the approved CB.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

9 INDEMNITY

The approved CB undertakes to indemnify QCI against any losses suffered by or claims made against QCI as a result of misuse by the approved CB of any approval, or symbol granted by QCI as a result of any breach by the approved CB of the terms of this Agreement

10. CONDITIONS GOVERNING THE USE OF THE APPROVAL SYMBOL FOR USE BY CERTIFICATION BODIES

The approved CB may download the procedure *Conditions for use of QCI Scheme Approval Symbol and other claims of approval, IAF MLA Mark and ILAC MRA Mark* from QCI website and hereby agrees to comply with the same and to take all reasonable steps to ensure that compliance with these *conditions* is enforced amongst its customers of approved certification.



11. LAW

This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

12. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construction of this agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the arbitration of the Chairman QCI or to any other person to be nominated by him. The arbitration shall be held in the City of Delhi and shall be in accordance with the Arbitration and Conciliation Act, 1996.

13. TERMINATION

These arrangements shall continue in force unless and until terminated:

- A) by either party upon 90 days written notice to the other.
- B) immediately by decision of the Director, QCI, in accordance with QCI procedures as formally notified in advance of such a decision to the approved CB as governed by clause 2.8.

At the date of termination QCI's approval shall immediately cease to be valid but the approved CB will remain bound by the relevant conditions of this Agreement (i.e. clauses 2.10, 3.2(j, 9, 12).

14. THE PARTIES TO THE AGREEMENT

For the Approved CB

For QCI

Name: [.....]

Address: [.....]
[.....]
[.....]

Signed: [.....]

Position: [.....]

Name : [.....]
(BLOCK CAPITALS)

Date: [.....]

Address: Institution of Engineers Building
Bahadur Shah Zafar Marg
New Delhi - 110 002

Signed:

Position: **Joint Director**

Name: **C.S. Sharma**
(BLOCK CAPITALS)

Date: