

Client Agreement

This Service AGREEMENT is made at **Delhi** on this <date> (Date) between:

British Certifications Inc a Company registered under the Indian Companies Act, 1956 having registered office at **British Certifications Inc,A-2/104,Shiv Arcade, Acharya Niketan, Mayur Vihar Phase-2,Delhi-110091 India** India having its Reg. number 2217 of 2009 hereinafter referred to as "BCI" or "British Certifications Inc." which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the first part;

AND

M/s <Client Name> having office at <Address>, hereinafter referred to as 'Client' which expression shall, unless it be repugnant to the subject or context thereof, include its successors and assigns of the other part. Whereas this agreement is made to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied for the following certification by Client:

| Services applied for | Accreditation Required | | Status of Implementation | | | Pre-Assessment Needed | |
|----------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|--------------------------|-------------------------------------|
| | UAF | BCI | Ready | Not ready | Planning | Required | Not Required |
| ISO 9001:2015 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input checked="" type="checkbox"/> |
| ISO 14001:2015 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 45001:2018 | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 37001:2016 | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 22000:2018 | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 27001:2013 | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 13485:2016 | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| ISO 22301:2012 | X | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Whereas this agreement is made to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied by Client.

BCI is in to the activity of Certification & Auditing Services as defined in Agreement for Certification Services(s) (BCI-F-004). Certification services are provided subject to standard-specific accredited certification rules, attached hereto and to the following general terms and conditions to be followed before and after certification. 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. This agreement is valid till the expiry of the certification issued i.e. normally 3 (three) years. Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.

| Clause | Subject (Terms & Conditions) |
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| 1 | General requirements |
| 1.1 | Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards. |
| 1.2 | The audit program 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. |
| 1.3 | Client shall maintain documented system as required by the standard for which certification is required and 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. |
| 1.4 | A documented report is provided after each audit |
| 1.5 | An audit plan is established for each audit in contract with the Client. |
| 1.6 | Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors). |
| 1.7 | Client shall comply with certification requirements |
| 1.8 | Your registered e-mail and mobile number shall only be used to deliver requested information or to give you access to your profile of subscriptions. |
| 1.9 | Client do and hereby subscribe to get e-mail notification and mobile alert from the BCI and its overseas office location for Alerts, Bulletin, information related to application, acknowledgment, agreement, Notice, Information, change, newsletter and alerts in relation to the certification services as provided by the BCI. Second party subscribes to newly available update, speeches, articles and reports in the BCI Bulletin, press releases, and other items (greetings and general communication). The message provides a brief description and a link to the recent posting and documents. |
| 1.10 | To subscribe, all you need is a valid e-mail address & mobile number. Your e-mail will only be used to deliver the requested information or to give you access to the information, documents, report, invoice and confirmation alerts along with seasonal greetings unless your subscription preferences indicate otherwise. |
| 1.11 | BCI provides the Quotation, Agreement, Invoices, Brief of Audit reports (along with NCs), Certificates and other related documents to Clients on the MIS of the BCI by log in to MIS and it is already communicated to client only in English language but client may choose in any other possible mean likeby mail or courier facility if available with BCI or at its Franchisee. But translated report in local language may be made available at extra cost. Log in details available on registration at www.britishcertifications.in or at log in link available on the website of the BCI. |
| 1.12 | If Stage-1 and stage 2 are planned together, but in any case, if there are any finding in the stage-1 which led a situation where stage 2 cannot conducted, Client shall be liable to pay full audit fees for the cancellation of the audit plan and other associated expenses for the travel and conveyance. |
| 2 | Public Notice |

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| | BCI maintains a list of its Certified Organizations. The information in the list is available to the public on its website i.e. www.britishcertifications.in . Updates to the list will be performed on daily basis. Certificate accredited by accreditation board where certificate need to be updated on the register, shall be updated as per procedure of BCI-P-01 or as per requirement of the accreditation board and same may be available for verification to public, except in case client specifically request not to publish its information on public. |
| 3 | Responsibility of BCI |
| Clause | Subject (Terms & Conditions) |
| | This agreement shall become a contract between the Organization and upon its acceptance, in BCI the space below by BCI and the Organizations' authorized representative. This agreement, upon such acceptance, is mutually agreed to contain all and the only agreements between BCI and the Organization, and that no representative or representative from either party has made any statements, representations or arguments, verbal or written, which contradicts or adds to this agreement. |
| | BCI reserves the right to make revisions to the contract and to issue a new agreement, which will become a contract between the Organization and BCI when accepted by both parties. Except as otherwise provided herein, both BCI and the Organization may terminate this agreement without cause upon written notice of such termination within thirty days prior to the date of such termination with the exception that accrued fees shall be payable in accordance with the terms contained herein. As a party to this agreement, BCI is responsible for conducting the assessments and providing certification in accordance with the current issue of BCI Quality Management Systems Certification Scheme Regulations to ISO series of standards which forms an integral part of this Agreement. BCI as an accredited BCI does not provide any consultancy or internal audit services or assistance in the implementation of documented quality system to any organization preparatory to its assessment for certification. BCI will keep the Organization updated on changing certification requirements, Certification process, surveillance, re-certification and Resolution of complaints, if any. |
| 4 | Responsibility of Organization |
| 4.1 | As a part to this agreement, the 'Client' agrees to provide BCI with all documents, information and facilities at sites as required, to enable BCI to provide its services under this Agreement and sites will be audited as per the sample plan prepared by BCI. And that the 'Client' shall clarify all safety norms & shall ensure the safety for the Auditor/Lead Auditor/Technical Expert or any other person (including but not limited to Representative or accreditation) accompanying with the Auditor. The BCI don't not presuppose a particular manner of implementation of standard or a particular format for documentation, documented information and records. BCI shall focus on establishing that a client's documents, documented information meets the requirements as specified in certifiable standard. |
| 4.2 | The applicant agrees that BCI (i.e. BCI), in performance of duties under this agreement, does not assume or undertake to discharge any responsibility to any other party or parties. The applicant acknowledges that the opinions and findings of BCI represent its judgement given with due consideration to the necessary limitations of practical operation and in accordance with performance of its duties and agrees that BCI does not warrant or guarantee the correctness of its opinions or that its findings will be recognized or accepted by a third party. The applicant agrees that the distribution (meaning sale, lease or gift) or promotion of any product utilizing a marking or description referring to BCI would mislead the public if such a product is not eligible to use the marking or description or does not comply with the requirements of BCI or if BCI certification is used in any other way than as herein provided, and that breach of this contract in this respect could not adequately be compensated for in money damages. For these and other reasons, the applicant agrees that in the event of the violation of any of the terms and conditions of this Agreement, a temporary injunction may be issued at the insistence of BCI restraining the Applicant from further use of BCI certification or any other reference to BCI in any manner whatsoever, and from any further distribution or promotion of said products bearing BCI certification or any other reference to BCI and any other relief which may be deemed appropriate. Such temporary injunction shall not, however, restrain the distribution of products already utilizing BCI certificate which have been previously found to be in compliance with the requirements of BCI at the time. The granting or issuance of such temporary injunctions shall not affect the right of BCI to compensatory and punitive damages for the misuse of its BCI certification or its name, abbreviations, or symbol and shall be in addition to, and not in lieu of, any other rights and remedies provided by this Agreement. The Applicant agrees to hold BCI harmless and to defend and indemnify BCI against any loss, expense, liability or damage, including reasonable attorney's fees, arising out of any misuse by the applicant of BCI certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement. In the event that BCI notifies all those it has sent the then most recent issue of the Certification Directory of any incorrect certification published therein, or elsewhere, Applicant agrees not to hold BCI liable in any way for any damage caused by such incorrect published certification, unless such damage was the result of an intentional tort, a willful act or gross negligence by BCI. |
| 4.3 | Client agree that in case of transfer of certificate, client shall give access to accreditation board to visit the client site to verify the location. |
| 4.4 | Client agree that in case of any scope is reduced or disallowed by the accreditation board, certified client agrees to accept the certification on BCI Logo and agrees to surrender original certificate which is found beyond the scope of the accreditation. In case where client fails to surrender the certificate, BCI shall have right to withdraw such accredited certificate after giving 30 days' notice and with no liability. |
| 4.5 | Certified Client is required and hereby confirm that: |
| | <ul style="list-style-type: none"> a) Confirms to the requirements of BCI when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents, b) Does not make or permit any misleading statement regarding its certification, c) Does not use or permit the use of certification document or any part thereof in a misleading manner, d) Upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by BCI (Please refer BCI Certification procedure). e) Amends all advertising matter when the scope of certification has been reduced, f) Does not allow reference to its management system certification to be used in such a way as to imply that BCI certifies a product (including services) or processes, g) Does not imply that the certification applies to activities that are outside the scope of certification, h) Does not use its certification in such a manner that would bring BCI and/or certification system into disrepute and lose public trust. i) If certified client use accreditation logo, Certified client stop using logo of accreditation board or any other logo which authorisation comes due to accreditation, as soon BCI inform the same to client by newsletter or in any other mean. |
| 4.6 | Client agree that Certified Client is required to inform BCI in writing: |

| | <p>Certified client informs BCI, 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 changes relating to</p> <ul style="list-style-type: none"> • Change in legal commercial, organizational status or ownership. • Organization and management (e. g. key managerial, decision-making or technical staff), • Contract address and sites • Scope of operations under the certified management system, and • Major changes to the management system and processes. <p>And authorize BCI to provide access, facility and reimbursement of the fees to verify the continuity of the requirement of the standards after such changes to the certified client.</p> | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|--|-------------------|-----------------------|-------------------|---|----------------------|--|---|------------------|--|---|----------------------|--|---|-------------------|--|---|--|--|-----------------------------|--|--|------------|--|--|--------------------------------|--|--|---|--|--|---|--|--|--|------------------------------------|--|---|----------------------------------|--|
| 4.7 | Client confirm and agree that any deliberate or consistent non-compliance shall be considered a serious failure to support the policy commitment to achieving legal compliance and shall preclude certification or cause an existing OH&SMS standard certificate to be suspended or withdrawn. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Clause | Subject (Terms & Conditions) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4.8 | Client agree and admit that I have applied due diligence and have verified the status of the certificate issued by BCI. Limited acceptance of the certificate issued by BCI is acknowledged. Representative of BCI have clarified and understood the fact that any certificate issued by BCI may have limited acceptance or no acceptance by any organisation or such document may not meet the requirements, where there is any specific requirements like accreditation board, any membership, recognition, IAF-MLA signatory and other such requirements which BCI does not fulfill. BCI neither guarantee nor make any claim for acceptance of its certificate or certificate documents, henceforth BCI shall not accept no liability in such case due to rejection of the certificate / documents issued. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Financial Terms | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.1 | <p>Invoices / Performa Invoices for services rendered in accordance with certification services agreement upon the basis of the Application Form for Registration duly signed by the Organization & shall be submitted to the organization. Charges and fees shall be based on BCI's Schedule of Fees identified in BCI-F-004(s) effective at the time when agreement is accepted or as amended and agreed to by both parties.</p> <p>Invoices shall be payable upon receipt</p> <table border="1" data-bbox="245 871 1469 1234"> <thead> <tr> <th>Sl. No.</th> <th>Particular of Charges</th> <th>In Local Currency</th> </tr> </thead> <tbody> <tr> <td>1</td> <td>Pre-Assessment Visit</td> <td></td> </tr> <tr> <td>2</td> <td>Application fees</td> <td></td> </tr> <tr> <td>3</td> <td>Registration charges</td> <td></td> </tr> <tr> <td>4</td> <td>Stage 1 Audit Fee</td> <td></td> </tr> <tr> <td>5</td> <td>Stage 2 Audit Fee Travel & Conveyance (As per actual)</td> <td></td> </tr> <tr> <td colspan="2">Total Fees (Initial)</td> <td></td> </tr> <tr> <td colspan="2">GST</td> <td></td> </tr> <tr> <td colspan="2">Total Payable at year 1</td> <td></td> </tr> <tr> <td>6</td> <td>1st Surveillance Audit Fee</td> <td></td> </tr> <tr> <td>7</td> <td>2nd Surveillance Audit Fee</td> <td></td> </tr> <tr> <td></td> <td>Total fees for 3 years (GST extra)</td> <td></td> </tr> <tr> <td>8</td> <td>Total Man-days Applicable</td> <td></td> </tr> </tbody> </table> <p>EXCLUSION:</p> <ol style="list-style-type: none"> (1) GST shall be charged at the current prevailing government rates (2) All travelling, lodging and boarding expenses shall be borne by the client on actual basis; Comfortable arrangement by client is preferable. (3) IN case of Export of Services, if payment is credited to BCI in USD or any other permitted foreign currency where GST is exempted, no tax shall be charged. | Sl. No. | Particular of Charges | In Local Currency | 1 | Pre-Assessment Visit | | 2 | Application fees | | 3 | Registration charges | | 4 | Stage 1 Audit Fee | | 5 | Stage 2 Audit Fee Travel & Conveyance (As per actual) | | Total Fees (Initial) | | | GST | | | Total Payable at year 1 | | | 6 | 1 st Surveillance Audit Fee | | 7 | 2 nd Surveillance Audit Fee | | | Total fees for 3 years (GST extra) | | 8 | Total Man-days Applicable | |
| Sl. No. | Particular of Charges | In Local Currency | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 1 | Pre-Assessment Visit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 2 | Application fees | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 3 | Registration charges | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 4 | Stage 1 Audit Fee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5 | Stage 2 Audit Fee Travel & Conveyance (As per actual) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Fees (Initial) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| GST | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| Total Payable at year 1 | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | 1 st Surveillance Audit Fee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | 2 nd Surveillance Audit Fee | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Total fees for 3 years (GST extra) | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 8 | Total Man-days Applicable | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.2 | Postponement of confirmed on-site audit dates may result in charges up to 50 percent of scheduled on-site assessment plus all pre-paid expenses. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.3 | <p>In the event an account is not paid or otherwise resolved within 30 days (in your case its 15 days) after the date of invoice, Thereafter, interest will be become chargeable on the outstanding amount @ 18% per annum.</p> <p>BCI may at its option:</p> <ul style="list-style-type: none"> • Refuse any further consideration of the agreement, • Not issue a certification document or • Terminate this agreement with reasons in writing | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.4 | Fees and expenses incurred by BCI in connection with collecting past due accounts shall be the responsibility of the Organization. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.5 | Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 5.6 | Part of the Contract review form of the BCI which is used to determine the Audit time and the justification to the your organization is attached as annexure of this agreement and by signing this contract Client organization acknowledged that it have received and agreed with the method to determine the audit man-days and audit man-days too. Copy of the same may be available to the client upon request at any time during the contract period upon payment of the administration fees of INR 5,000 plus applicable Taxes plus courier charge to be invoiced on actual basis. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 6 | Special Visit | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| | Fees for special Surveillance visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately. Failing to allow special visit may be ground for suspension and subsequently certification may be withdrawn. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7 | Pre-Certification Terms and Conditions | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.1 | The Organization agrees to comply with relevant provisions of applicable ISO (9001/14001/22000/ISO 45001) standard requirements, with the requirements for certification-granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification as specified in Certification Rules. If the organization has multiple sites the agreement shall cover all the sites covered by the scope of the certification. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |
| 7.2 | 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 the BCI auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by BCI. | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | | |

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| 7.3 | Due to any circumstances whatsoever, BCI can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then fee based on the man-day, travel and lodging will be charged to the client. |
| 7.4 | When requested, Organization shall make available all documents including complaint and related matters to BCI within 7 days from the date of request. BCI may make unnotified / surprise visit to the client place or any of its site covered under the management system certification and client shall permit representative of BCI or accreditation board. |
| 7.5 | BCI shall not be liable for any loss or damage due to any failure or delay in performance of this agreement resulting from any cause beyond our reasonable control, compliance with applicable regulations or directive of national, state or local governments is the responsibility of the client. |
| 7.6 | Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits. |
| 7.7 | Any statutes of limitations notwithstanding, the Organization agrees that its right to bring or assert against BCI any and all claims, demands, or proceedings, whether in arbitration or otherwise, shall be waived unless notice is received by BCI within thirty days after the Organization has taken notice of or should reasonably have been expected to have had notice of the basis for such claims; but it should be within ninety days of the service provided by BCI. Any arbitration or legal proceedings shall be treated as time barred/null and void if notice is not received by BCI within 90 days of its providing service on the basis |
| 7.8 | Travel expenses of Assessment staff will be charged at actual from our nearest office. Boarding and lodging expenses shall be charged at actual where the assessment staff is required to travel overnight. |
| 7.9 | The Certification process shall be initiated after the acceptance of this agreement. |
| Clause | Subject (Terms & Conditions) |
| 7.10 | For the scopes not available with BCI, the validity of certificate is contingent upon the organization agreeing and meeting the requirements specified in Certification Rules as given in our website and this agreement. The conformity with the requirements for certification is the responsibility of the organization. BCI shall issue a non-accredited certificate. As per the terms mutually agreed a fresh accredited certificate may be issued as and when the activity is accredited by Accreditation Body. In the event the client is issued a non-accredited certificate, BCI can provide an accredited certificate only after doing a fresh audit as per the terms mutually agreed. In case any change of rules or methodology is advised by the accreditation body, the same shall be applicable for BCI and the client for maintaining the validity of Certificate. |
| 7.11 | After the acceptance of BCI-F-004, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of BCI is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in BCI-F-004 is valid for 60 days from the date of issuance. |
| 7.12 | This Agreement will be governed exclusively by the laws prevailing under the jurisdiction of Mumbai, Maharashtra (India) courts only. In the event of any dispute the client/ organization and BCI agreed to submit exclusively to the jurisdiction of the courts located at Mumbai for resolution of any dispute arising out of or in connection with this agreement. |
| 7.13 | Having read and understood the terms of this agreement both the parties have entered into this agreement. |
| 7.14 | The client shall agree allow and give access to Auditors and /or personnel from Accreditation Body to witness the audit carried out BCI. |
| 8 | Post Certification Terms and Conditions |
| 8.1 | Certificates: Certificates of conformity issued by BCI shall be the property of BCI and that these shall be returned to BCI if and when the certificate is withdrawn. |
| 8.2 | Use of Logos and Marks: Right to use Logo is granted and the use of the logo is subject to restrictions. The use of logo / marks does not imply that product / service is Marks certified. Logo and shall not be used during the period of suspension / withdrawal of certificate. <i>Client shall have no right to use any logo or claim of management system certification unless certificate is clearly granted and logo is provided.</i> |
| 8.3 | Voluntary withdrawal: Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard. |
| 8.4 | Suspension and withdrawal: BCI will impose the suspension based on the conditions defined in the certification rules which is provided to the client. BCI will Suspend and / or Withdraw the certificate if the client fails to meet the requirements of the Standard or Criteria, fees and / or expenses incurred by BCI are not paid / cleared and also in the opinion of the auditor that the terms of business of BCI you are complying with, is not established. The reasons which caused suspension shall be complied within 6 months after this the suspended certificate will be withdrawn. Under the withdrawal of certification the organization shall return the original certification and other related documents. |
| 8.5 | The client shall agree to inform BCI any changes with respect to Management System, Organizational change including personnel, change of location or address and any additional or deletion of processes / activities. |
| 8.6 | Certification is granted and maintained based on the limited sampling audit and BCI shall not be responsible for the client's failure to maintain the implemented documented system. |
| 8.7 | Complaints and appeals: Client have the right to appeal / complain against assessment / findings on decisions taken by BCI auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out BCI and the findings of the complaint will be intimated to you. You will also have the right to appeal against any decision taken. Any complaints received from third party will be forwarded to certified client. The actions taken by you on these complaints shall be notified and communicated to BCI in timely manner. |
| 9 | Fundamental Terms |
| 9.1 | The Organization hereby warrants and covenants with BCI that it will, at all times, during the subsistence of the Agreement comply with all BCI requirements necessary for the issuance of the Certificate of Registration including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate of Registration is issued or such other reasonable requirements of BCI as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with BCI's Accredited Quality System Certification Scheme Regulations. |
| 9.2 | As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by BCI, the Organization, hereby, agrees to its certification or surveillance audit scheduled by BCI, to be witnessed by BCI's Accreditation bodies who's Auditors may accompany BCI audit team as and when required. |
| 9.3 | The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to BCI for the purposes of this Agreement. |
| 9.4 | The organization shall ensure that the information provided to BCI by the organization, relevant to its management system is kept updated and it shall promptly notify BCI of any intended change in its Management system which would significantly affect the effective implementation of its management system. Changes such as contact address and sites, legal status, scope of Certification, organizational structural changes needs to be communicated to the BCI. Also the organization is bound to inform BCI in without delay, of any significant events including, but not limited to fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority and inform the OHS related findings by any third party at surveillance or recertification audit. If your organisation is failing to demonstrate their initial or ongoing commitment to legal compliance, organization |

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| | shall not be certified or continued to be certified as meeting the requirements of any management system standard by the BCI as required by standards from time to time. |
| 9.5 | BCI shall inform the client, in advance, of the information it intends to place in the public domain |
| 9.6 | All other information, except for information that is made publicly accessible by the client, will be considered confidential by BCI |
| 9.7 | Except as required in this International Standard, is information about a particular client or individual disclosed to a third party without the written consent of the client or individual concerned. Will not be disclosed by BCI. |
| 9.8 | BCI have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate. |
| 9.10 | Certified organization shall not apply marks to laboratory test, calibration or inspection reports such reports are deemed to be products in this context. |
| 10 | Significant Changes: In the event of any significant change affecting the activity and operation of the organization, BCI may require to conduct a reassessment for further validity of the certification. |
| 10.1 | Organization shall conform to the requirements of the BCI when making the references to its certification status in communication with media through internet, brochures or advertising, or other documents |
| 10.2 | Organization shall not use or present the use of certification document in a misleading manner or make such statements. |
| 10.3 | Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by BCI. |
| 10.4 | Organization shall amend all advertising matter when the sector and scope of certification has been reduced, amended or modified. |
| 10.5 | Organization shall not allow reference to its management system certification to be used in such a way, as to imply that BCI has certified a product or services or process. |
| Clause | Subject (Terms & Conditions) |
| 10.6 | Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification. |
| 10.7 | Organization shall not use its certification in such a manner that would bring BCI and/or certification system into disrepute or loose public trust. |
| 10.8 | BCI shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. BCI actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action. |
| 10.9 | BCI shall provide information of client's, address standard and scope in public domain. |
| 10.11 | Only to claim that they are certified with respect to those activities for which it has been granted certification. In case of Test & calibration laboratory management system certification is not equivalent to accreditation (as per ISO/ IEC 17025) of the testing or calibration laboratory and no such claim shall be made. |
| 10.12 | Not to use certification/ Accreditation logos in such manner as to bring BCI Accreditation Body into disrepute and not to make any misleading or unauthorized statement or incorrect references (such as claiming certification of locations/ activities/ sites not covered in the scope) with respect to their certification. The customer shall ensure compliance to these requirements while making reference to its registration or use of certification logo/ mark in communication media such as Documents, brochures or advertising. The customer shall follow the logo rules which be supplied along with the certificate, if issued. |
| 10.13 | To discontinue the use of all material containing any reference to their certification, if at any time the certification is suspended or cancelled. |
| 10.14 | Not to use certification/ accreditation logos to indicate that the product or service is certified by BCI. |
| 10.15 | BCI may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in BCI's opinion, compliance with the specified standard/ specification (including not meeting the regulatory requirements) is not maintained on continuous basis or conditions of this contract are not met. In case of cancellation, the customer's name shall be removed from the register of certified companies and such information may be available to public. |
| 11 | Liability |
| 11.1 | Except, in the case of deliberate neglect on the part of BCI, its employees, servants or agents, BCI shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its assessment, certification or other services. |
| 11.2 | In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise BCI liability will be limited to an amount not exceeding the maximum fee (if any) charged by BCI for the particular service in respect of which the neglect arose. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be judged to be unlawful or unenforceable then said restriction shall apply with such words deleted or amended or added. |
| 11.3 | The provision of this clause shall not apply to any death or personal injury, but the Organization shall maintain at all time adequate insurance sufficient to cover all liability that may arise as a result of any matter arising in pursuant to this Agreement. |
| 12 | Force Majeure |
| | BCI shall not be liable in any respect, should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen |
| 13 | Confidentiality and fundamentals |
| 13.1 | Except as may be required by Law, BCI and the Organization will treat as strictly confidential and will not disclose to any third party without prior written consent of the other, any information which comes into their possession, the possession of their employees, agents or others by virtue of this Agreement. |
| 13.2 | BCI shall, through legally enforceable agreements, follow policy to safeguard the confidentiality of the information obtained or created during the performance of certification activities at all levels of its structure, including committees and external bodies or individuals acting on our behalf. |
| 13.3 | BCI shall inform the Organization; of any information other than brief particulars of the organization about that BCI shall place them, as per then existing practice covering name, relevant nominative document, scope and geographical locations in public domain. All other information, except for information that is made publically accessible by the Organization, shall be considered confidential. |
| 13.4 | Except as required by the Accreditation Body information of the Organization or any individual shall not be disclosed to a third party without the written consent of the Organization or individual concerned. |
| 13.5 | Where BCI is required by law to release confidential information to a third party, Organization or individual concerned shall, unless regulated by law, be notified in advance of the information provided. |
| 13.6 | Information about the Organization from sources other than Organization i.e. complaints and regulators shall be treated as confidential, consistent |

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| 13.7 | Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the BCI's behalf, shall keep confidential all information obtained or created during the performance of the BCI's activities. |
| 13.8 | BCI shall ensure the secure handling of all confidential information including documents and records held by it. |
| 13.9 | When any confidential information is to be made available to any external bodies' i.e. accreditation body, agreement group of per assessment scheme, BCI shall keep the organization informed. |
| 14 | BCI shall provide detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification and the normative requirements for certification; in its website www.britishcertifications.in |
| 15 | BCI shall information about the fees for application, initial certification and continuing certification in its Quotation. |
| 16 | Client organization which is being audited Confirm to |
| 16.1 | Comply with certification requirements, make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints, and to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors); |
| 16.2 | Authorize to BCI to provide documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements in ISO 17021 (Reference to certification and use of marks). |
| 16.3 | BCI will make publicly available the information on procedures for handling complaints and appeals. |
| 16.4 | BCI will give its certified clients due notice of any changes to its requirements for certification and it will verify that each certified client complies with the new requirements |
| Clause | Subject (Terms & Conditions) |
| 16.5 | BCI with legally enforceable arrangements & ensures that the certified client informs BCI, 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 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 |
| 16.6 | Allow the Accreditation Board Assessors with or without BCI Audit Team to verify the relevant documents and records maintained for particular Management System Certification, the information about the audit will be provided well in advance. |
| 16.7 | Client organization understand agree that BCI not being a Regulatory Authority and this agreement is legally enforceable arrangements between BCI and Client and client (specially medical device manufacturers) shall allow personnel from the Regulatory Authority including accreditation board or any authorities where certification body in joint venture with any such organization, and which are authorized their recognition in the specific territory or by virtue of agreement with the certification body, to observe and assess the Auditing Organization's audits or performance. The agreement shall allow personnel from the Regulatory Authority (including accreditation board) access to records and documents pertaining to the manufacturer and its suppliers that is relevant to the audit and decision-making process upon request. |
| 17 | Disputes |
| 17.1 | Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by BCI for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the BCI's Accredited Management Systems Certification Scheme Regulations and is publically available in the web site. 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. |
| 17.2 | Organization The justification to determine the effective number of personnel shall be available to the client organization and to the Accreditation Body for review during their assessments and on request from the Accreditation Body. |
| 17.3 | In case of any legal dispute the jurisdiction will be Mumbai Courts Only. The arbitrator shall be appointed by the Managing Director and the whole decision of the arbitrator shall be binding on both the parties. |
| 18 | Certification Recommendation |
| 18.1 | In the event of major non-conformities being, Follow Up Audit will be conducted, and the organization need to submit a Corrective action plan within 2 weeks. The corrective actions being verified onsite and closed out through a Follow Up Audit within 4 weeks of the assessment date, before certification is granted, or as decided by CEO, BCI. Recommendation for certification is made subject to successful closure of Major Non-conformity after the followup audit. |
| 18.2 | Where the audit has revealed only minor non-conformities which need to be addressed through corrective actions, the certification may be recommended subject to the Corrective Action Plan being submitted by the company within 2 weeks together with objective evidences of the corrective actions taken. The corrective actions plan is required to be closed out upon physical verification of the satisfactory implementation at the first subsequent surveillance audit. |
| 18.3 | In the case of where " opportunities for improvement having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit. |
| 18.4 | BCI may perform additional full audit, an additional limited audit, or documented evidence (to be confirmed during future surveillance audits) to verify effective correction and corrective actions. |
| 18.5 | I, as an authorized signatory for and on behalf of the client; hereby declare that I have carefully read all the terms and conditions etc. of this agreement for certification services, for which I have signed and submitted this agreement. I undertake that our organization shall faithfully comply with all the terms and conditions of the tender document and are fully acceptable to me and I shall abide by the terms and conditions of this documents. |

| For and on behalf of BCI | | For and on behalf of the Client | |
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| British Certifications Inc, A-2/104, Shiv Arcade, Acharya Niketan, Mayur Vihar Phase-2, Delhi-110091 India . | | <Client Name> | |
| | | | |
| Signature with Company Seal | | Signature with Seal | |
| Name: | | Name: | |
| Designation: | | Designation: | |

Encl: BCI-F-02 Contract Review for Audit Man-days calculation

Note: Information from BCI-F-02 Calculation of Effective Man-Days is available on the website i.e.

British Certifications Inc, A-2/104, Shiv Arcade, Acharya Niketan, Mayur Vihar Phase-2, Delhi-110091 India

www.britishcertifications.in