

		<b>INTERNATIONAL MILLENNIUM CERTIFICATIONS</b>
		<b>CERTIFICATION AUDIT CONTRACT</b>
WALLESELY HOUSE, 7, Red Cross Palace, Kolkata-700001, West Bengal, India Website: <a href="http://www.imcertification.org">www.imcertification.org</a> Email: <a href="mailto:info@imcertification.org">info@imcertification.org</a>		

### CONTRACTUAL AGREEMENT FOR CERTIFICATION SERVICES

1 \_\_\_\_\_ (Organization) hereby engages with International Millennium Certifications (IMC), **Corporate office** at “wellesely House” 4<sup>th</sup> Floor, 7, Red Cross Place, Kolkata-700001, West Bengal, India to provide certification services as defined in Registration Service Agreement(s) (RSA's). Certification services are provided subject to standard-specific independent accredited certification rules, attached hereto and to the following general terms and conditions to be followed before and after certification. This agreement is valid till the expiry of the certificate issued.

2 Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth on \_\_\_\_\_ (Date) for certification of ISO 9001/ 14001/ 18001/ 13485/ 20000/ 22000/ 27001/ 50001/ 29990/ WHO-GMP/KOSHER/BRC/CE/TS/VEGETERIAN/VEGAN for the \_\_\_\_\_ (Address & Site detail if any)

#### General requirements

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

**Public Notice** IMC maintains a list of its Certified Organizations. The information in the list is available to the public on its website. Updates to the list will be performed on monthly basis

### 3. Responsibility of IMC:

This agreement shall become a contract between the Organization and upon its acceptance, in IMC the space below by IMC and the Organizations' authorized representative. This agreement, upon such acceptance, is mutually agreed to contain all and the only agreements between IMC 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. IMC reserves the right to make revisions to the contract and to issue a new agreement, which will become a contract between the Organization and IMC when accepted by both parties. Except as otherwise provided herein, both IMC 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, IMC is responsible for conducting the assessments and providing certification in

accordance with the current issue of IMC Quality Management Systems Certification Scheme Regulations to ISO series of standards which forms an integral part of this Agreement. . IMC as a non-accredited (independent) certification body 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. IMC will keep the Organization updated on changing certification requirements, Certification process, surveillance, re-certification and Resolution of complaints, if any.

#### **4. Responsibility of Organization:**

As a part to this agreement, the Organization agrees to provide IMC with all documents, information and facilities at sites as required, to enable IMC to provide its services under this Agreement and sites will be audited as per the sample plan prepared by IMC.

#### **5. Terms of Payment:**

(a) 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 IMC's Schedule of Fees identified in RSA(s) effective at the time when agreement is accepted or as amended and agreed to by both parties.

Registration charges : Rs. ....

Stage 1 Audit Fee : Rs. ....

Stage 2 Audit Fee : Rs. ....

Surveillance Audit Fee : Rs. .... ( Per annum)

#### **EXCLUSION:**

(1) Service tax 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, arrangement by client is preferable.

**b)** 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.

**c)** In the event an account is not paid or otherwise resolved within 30 days after the date of invoice, Thereafter, interest will be become chargeable on the outstanding amount @ 18% per annum.

IMC may at its option:

- Refuse any further consideration of the agreement,
- Not issue a certification document or
- Terminate this agreement with reasons in writing

**d)** Fees and expenses incurred by IMC in connection with collecting past due accounts shall be the responsibility of the Organization.

**(e)** Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled

#### **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.

#### **7. Pre Certification Terms and Conditions**

**a)** The Organization agrees to comply with relevant provisions of *ISO 9001/ISO 14001/ISO 22000/20000/13485/ 27001/ 29990/ 50001/CE/BRC/WHO-GMP/VEGETERIAN/ VEGAN/OHSAS18001* 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.

**b)** The independent accreditation body can select any non-accredited client for witness audit. The client shall permit for the witness audit and allow the independent accreditation body assessor's to assess the

competency of the IMC auditor. There shall be no additional charges for witness audit and logistic expenses shall be borne by IMC.

c) Due to any circumstances whatsoever, IMC can visit the client any time and if this visit is not for the purpose of Surveillance or follow-up audit, then no fees shall be charged.

d) When requested, Organization shall make available all documents including complaint and related matters to IMC.

e) IMC 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.

f) 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.

h) Any statutes of limitations notwithstanding, the Organization agrees that its right to bring or assert against IMC any and all claims, demands, or proceedings, whether in arbitration or otherwise, shall be waived unless notice is received by IMC 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 IMC. Any arbitration or legal proceedings shall be treated as time barred/null and void if notice is not received by IMC within 90 days of its providing service on the basis

i) 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.

**j) The Certification process shall be initiated after the acceptance of this agreement.**

k) For the scopes not available with the independent certification body, 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. IMC 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 certified by Independent Accreditation Body. In the event the client is issued a non-accredited certificate, IMC can provide non- 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 independent accreditation body, the same shall be applicable for independent certification body and the client for maintaining the validity of Certificate.

l) After the acceptance of RSA, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of independent certification body is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in RSA is valid for 60 days from the date of issuance.

m) This Agreement will be governed exclusively by the laws prevailing under the jurisdiction of New Delhi courts only. In the event of any dispute the client/ organization and Certification Body agreed to submit exclusively to the jurisdiction of the courts located at Delhi for resolution of any dispute arising out of or in connection with this agreement.

**n) Having read and understood the terms of this agreement both the parties have entered into this agreement**

o) The client shall agree allow and give access to Auditors and /or personnel from Independent Accreditation Body to witness the audit carried out IMC.

## **8. Post Certification Terms and Conditions:**

a) **Certificates:** Certificates of conformity issued by IMC shall be the property of IMC and that these shall be returned to IMC if and when the certificate is withdrawn.

b) **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.

**c) 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.

**d) Suspension and withdrawal:** IMC will impose the suspension based on the conditions defined in the certification rules which is provide to the client. IMC 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 IMC are not paid / cleared and also in the opinion of the auditor that the terms of business of IMC 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

**e)** The client shall agree to inform IMC any changes with respect to Management System, Organizational change including personnel, change of location or address and any additional or deletion of processes / activities, fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority. Any such issues related OHS finding by any third party shall be brought into notice of IMC during Surveillance or Re-Certification Audit.

**f)** Certification is granted and maintained based on the limited sampling audit and IMC shall not be responsible for the client's failure to maintain the implemented documented system.

**g) Complaints and appeals:** You have the right to complain against assessment / findings on decisions taken by IMC auditor / independent auditor. The complaint shall be in writing and an independent investigation shall be carried out IMC 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 you. The actions taken by you on these complaints shall be notified and communicated to IMC.

## 9. Fundamental Terms:

9.1. The Organization hereby warrants and covenants with IMC that it will, at all times, during the subsistence of the Agreement comply with all IMC 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 IMC as are Necessary to enable the Certificate of Registration to be issued and maintained in force in conformity with IMC's Non-Accredited Quality System Certification Scheme Regulations.

9.2. As a mandatory requirement for continued validity of an Non-Accredited Certificate of Registration, issued by IMC, the Organization, hereby, agrees to its certification or surveillance audit scheduled by IMC, to be witnessed by IMC's Independent Accreditation bodies who's Auditors may accompany IMC 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 IMC for the purposes of this Agreement.

9.4 The organization shall ensure that the information provided to IMC by the organization, relevant to its management system is kept updated and it shall promptly notify IMC 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 IMC

9.5 IMC 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 IMC

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 IMC.

9.8 IMC have a policy governing any mark that it authorizes certified clients to use. It shall be provided with the certificate.

9.9 Certified organization shall not apply marks to laboratory test, calibration or inspection reports, such reports are deemed to be products in this context.

**10. In the event of any significant change** affecting the activity and operation of the organization, IMC may

require to conduct a reassessment for further validity of the certification.

10.1 Organization shall conform to the requirements of the IMC 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 independent certification body.

10.4 Organization shall amend all advertising matter when the sector and scope of certification has been reduced

10.5 Organization shall not allow reference to its management system certification to be used in such a way, as to imply that IMC has certified a product or services or process

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 the independent certification body and/or certification system into disrepute or loose public trust.

10.7.1 IMC 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. IMC actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and it necessary, legal action

10.7.2 IMC shall provide information of client's, address standard and scope in public domain.

**10.7.3 Use of IMC and Independent Accreditation logo on any test report or certificate is not allowed stating/indicating that the tests are approved.**

10.7.4 Not to use certification logos in such manner as to bring IMC Independent 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.

10.7.5 To discontinue the use of all material containing any reference to their certification, if at any time the certification is suspended or cancelled.

10.7.6 Not to use certification logos to indicate that the product or service is certified by IMC.

10.7.7 IMC may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in IMC'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 IMC, its employees, servants or agents, IMC 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 IMC liability will be limited to an amount not exceeding the maximum fee (if any) charged by IMC 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 the 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** IMC 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, IMC 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 IMC 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 IMC shall inform the Organization of any information other than brief particulars of the organization about that IMC 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 Independent 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 Information about the Organization from sources other than Organization i.e. complaints and regulators shall be treated as confidential, consistent with the Independent certification body's policy.

13.6 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on the IMC's behalf, shall keep confidential all information obtained or created during the performance of the IMC's activities.

13.7 IMC shall ensure the secure handling of all confidential information including documents and records held by it.

13.8 When any confidential information is to be made available to any external bodies' i.e. Independent accreditation body, agreement group of per assessment scheme, IMC shall keep the organization informed.

14. IMC 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.imcertification.org](http://www.imcertification.org)

15. IMC shall inform about the fees for application, initial certification and continuing certification in its Quotation

#### **16. Client organization which is being audited shall**

**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.**

16.2 Comply with the requirements of use and Mark & Logo.

**16.3 Comply with the complaints and appeals procedure. 16.4 Comply to notice of any changes to its requirements for certification and verification of compliance with the new requirements**

16.5 IMC with legally enforceable arrangements to ensures that the certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfill 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 IMC 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.**

#### **17. Disputes:**

Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by IMC for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the **IMC's Independent Accredited Quality 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. If any disputes Kolkata jurisdiction only

#### **18. Certification Recommendation**

a) In the event of major non conformities being , a recommendation for certification is made subject to a Corrective action plan being submitted within 2 weeks and corrective actions being verified onsite and closed out through a special visit within 4 weeks of the assessment date, before certification is granted, or as decided by CEO, IMC.

b) 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.

c) 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.

d) IMC 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.

**For and on behalf of th**

**INTERNATIONAL MILLENNIUM CERTIFICATIONS**

**(Name of Organization)**

**Signature: Signature:**

**Name : Name :**

**Designation: Designation:**

**Company Seal Company Seal**