



HACKIZEN ASSESSMENTS PRIVATE LIMITED

CERTIFICATION AGREEMENT

This agreement is made between **HACKIZEN ASSESSMENTS PRIVATE LIMITED** having its Registered office at **Address C-5-32, Yamuna Vihar, Delhi – 110053, India.**, Providing the management system assessment and Certification Services (hereinafter called as First Party or HAPL)

AND

--**Name of Client Company** – having its office at ----- (hereinafter called as Second Party)

This agreements shall bind both of the parties and no other statements, representations or arguments, verbal or written, which contradicts to the terms and condition of this agreement is void made by either representative of the parties. This agreement is entered into the following Terms and Conditions:

1. General Conditions

- 1.1 Certification Audit of Client's management system shall be performed on the basis of the requirements of applicable standards.
- 1.2 The Certification audit 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 make provisions to accommodate the presence of observers (e.g. accreditation assessor or trainee auditors or witnessor).
- 1.4 Client shall comply with certification requirements and 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;
- 1.5 Client Organization shall provide to the HAPL all documents, information and facilities at sites as required, to enable HAPL to provide its services under this Agreement and sites will be audited as per the sample plan prepared by HAPL. The HAPL can select any accredited client for witness audit.
- 1.6 The client shall permit for the witness audit and allow the accreditation body assessor's to assess the competency of the HAPL auditor. There shall be no additional charges for witness audit and all the expenses shall be borne by HAPL.
- 1.7 HAPL 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.
- 1.8 After the signing of agreement, if the applicant wishes to cancel it, the advance or any other charges paid shall not be refundable. Liability of HAPL is limited to a maximum of amount equivalent to the fees paid by the client. The offer given in agreement is valid for 30 days from the date of issuance.
- 1.9 The client shall agree allow and give access to Auditors and /or Certification personnel or observer to carry out any auditing activity, Inspection or investigation against any complaint.
- 1.10 The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to HAPL for the purposes of this Agreement. not to make or permit any misleading statement regarding its certification.

2. Terms of Payment:

HAPL shall inform about the fees for application, initial certification and continuing certification in its Quotation/work. On acceptance of quotation/ work order second party is entitled to pay the amount as agreed. In case of failure of the payment timely the Granting of Certification may refuse.

3. Rights and Duties of Client Organization

- 3.1 Client Organization shall comply with the requirements of HAPL when making reference to its certification status in communication media such as the Internet, brochures or advertising or other documents
- 3.2 The Organization agrees to comply with relevant provisions of the provision of the standard requirement for which the certificate is applied, with the requirements for certification-granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification If the organization has multiple sites the agreement shall cover all the sites covered by the scope of the certification.
- 3.3 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.
- 3.4 Client Organization shall not use or present the use of certification document in a misleading manner or make such statements.
- 3.5 Upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification as directed by the certification body.
- 3.6 Client Organization shall amend all advertising matter when the sector and scope of certification has been reduced



HACKIZEN ASSESSMENTS PRIVATE LIMITED

CERTIFICATION AGREEMENT

- 3.7 Client organization shall not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including service) or process; and not imply that the certification applies to activities and sites that are outside the scope of certification
- 3.8 not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
- 3.9 The client shall agree to inform HAPL any changes with respect to Management System, Organizational change including Legal, Commercial, Organizational status, ownership, Changes in personnel like managerial, decision making and Technical staff, change of location or address or site, changes in the certified scope and any major changes in management system and processes including 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 HAPL during Surveillance or Re-Certification Audit.
- 3.10 The Client organization can make complaint or appeal as per the provision given on the website-www.hackizen.com
- 3.11 The Client organization shall ensure that the information provided to HAPL by the organization, relevant to its management system is kept updated and it shall promptly notify HAPL 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 need to be communicated to the HAPL
- 3.12 Certified Client Organization informs to HAPL 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. HAPL shall review the changes and may conduct the audit to verify the changes.
- 3.13 Allow the Accreditation Board Assessors with or without HAPL 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.
- 3.14 HAPL may at any time, refuse to issue a certificate or suspend or cancel such certificate in circumstances where, in HAPL'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.
- 3.15 The Client organization shall declare in advance that any of its employee does not have any conflict of Interest with the HAPL.
- 3.16 This the client responsibility to accept and facilitate accreditation Board IAS from which seeking accreditation for its Management System without any or with limited time notice

4. Rights and Duties of HAPL

- 4.1 The ownership for Logo or mark, Certification documents, Audit reports etc. lies with HAPL and in any situation the second party make any incorrect reference to the certification status or misleading the use of certification documents, Mark or logo or audit reports then HAPL will take the following steps
 - 4.1.1 HAPL will request to the second party for correction and corrective action.
 - 4.1.2 In case second party is not taking the corrective action then HAPL shall suspend and Withdrawal of certification.
 - 4.1.3 In case still Second party is not taking action then a notice of Infringement of Intellectual property shall be given and Legal action shall be taken against the second party.
- 4.1 HAPL is responsible for the management and confidentiality of all information obtained or created during the performance of the certification activities at all levels of its structure including the committees and external bodies or individuals acting on its behalf
- 4.2 HAPL shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential
- 4.3 HAPL shall not disclose information about a particular certified client or individual to a third party without the written consent of the certified client or individual concerned Except as required in this part of ISO/IEC 17021.
- 4.4 When the HAPL is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.
- 4.5 The certification body shall have processes and where applicable equipment and facilities that ensure the secure handling of confidential information
- 4.6 Any information about the client (e.g. complaint, Notice or feedback) received by HAPL from the any person other than client like complainant/Regulators/Statutory bodies or any other person shall be treated confidential and can't not be disclosed to client. All other information, except for information that is made publicly accessible by the client, will be considered confidential by HAPL
- 4.7 when there is any change in the requirement of the certification then HAPL will send a notice to client company



HACKIZEN ASSESSMENTS PRIVATE LIMITED

CERTIFICATION AGREEMENT

intimating the new requirement or change. The client has to Comply to notice of any changes to its requirements for certification and verification of compliance with the new requirements

- 4.8 HAPL shall provide information of client's, address standard and scope in public domain.
- 4.9 Information provided by the HAPL to any client or to the marketplace, including advertising, shall be accurate and not misleading.
- 4.10 HAPL shall provide a detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or withdrawing of certification which is available on the website of the company i.e. www.hackizen.com
- 4.11 the normative requirements for certification; if required from time to time
- 4.12 information about the fees for application, initial certification and continuing certification in the form of the quotation or work order.
- 4.13 when there is any change in the requirement of the certification then HAPL will send a notice to client company intimating the new requirement or change. The client has to Comply to notice of any changes to its requirements for certification and verification of compliance with the new requirements
- 4.14 HAPL can conduct audits of certified clients at short notice or unannounced audit to investigate complaints after ensuring that it belongs to HAPL, or in response to changes (Legal status, Organisation and management, address and sites, scope, major changes to management system and processes, fatal accidents or a legal action by any regulatory authority) OR as follow up on suspended clients. The client Company can't refuse or reject or make any objection for the Auditor or the Audit Team in case of short notice Audit.

5. Liability:

- 5.1 Except, in the case of deliberate neglect on the part of HAPL, its employees, servants or agents, HAPL 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.
- 5.2 In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise HAPL liability will be limited to an amount not exceeding the maximum fee (if any) charged by HAPL 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.
- 5.3 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.

6. Force Majeure:

HAPL 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.

7. Disputes:

In case of the dispute arise between the parties then it shall be settled by appointment of the sole arbitrator as the INDIA Laws. Aggrieved party can challenge the award of arbitrator with 30 days of the award but the Jurisdiction area shall be INDIA only and the case can be filed in the competent court of DELHI/INDIA only.

FOR & ONBEHALF OF HACKIZEN ASSESSMENTS PRIVATE LIMITED Name of Signatory: Designation: Date:	FOR & ONBEHALF OF Name of Company Name of Signatory: Designation: Date:
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