



# HACKIZEN ASSESSMENTS PRIVATE LIMITED

## CODE OF CONDUCT

This form is to be completed by all personnel involved in the management and performance of audits and certification activities of HAPL. The coverage includes, but is not limited to, Lead Auditors, Auditors, Technical Experts, HAPL’s Directors and employees, Members of committees (e.g., CSI), and also Subcontractors, if any. When completed, this form will be retained by HAPL as a record throughout the tenure of the signatory and for at least 6 years even after the signatory ceases to have involvement in HAPL’s operations and access to confidential information.

HAPL ensures that all the personnel mentioned above understand the Code of Conduct that covers Responsibility, Confidentiality, Conflict of interests and Intellectual property as defined below and sign a declaration as a commitment and acceptance of the terms and conditions.

From: **HACKIZEN ASSESSMENTS PRIVATE LIMITED**

To:	<i>First Name</i>		<i>Last Name</i>	
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### A. RESPONSIBILITY

HAPL requires that you

- 1) will act professionally, accurately and in an unbiased manner
- 2) will strive to increase the competence and prestige of HAPL certification profession
- 3) will assist those under your control/supervision, in developing their management, quality and auditing skills, as applicable
- 4) will not represent conflicting or competing interests and disclose to any client or stake holder any relationship that may influence any important judgment.
- 5) will not discuss or disclose any information relating to any certification process unless authorized in writing by the client and HAPL
- 6) will not accept any inducement, commission, gift or any other benefit from client organizations, their employees or any interested party
- 7) will not intentionally communicate any false or misleading information that may compromise the integrity of any audit or certification process,
- 8) will not act in any way that would prejudice the reputation of HAPL responsible for certification process and, in the event of an alleged breach of this code will cooperate fully with an inquiry conducted HAPL
- 9) will inform HAPL if any health or personal issues (HAPL does not require details) that may impede your ability to put up an effective performance HAPL.

### B. CONFIDENTIALITY

- 1) **You will observe complete secrecy and the strictest confidentiality with regard to:**

- (a) All HAPL work in which you become involved;
- (b) The affairs of HAPL;
- (c) The affairs of HAPL’s clients;
- (d) The affairs of any third party

*NOTE: You will not impart to any person or body any information relating to the above (except to persons within HAPL as is necessary in the course of your work) unless authorized in writing by a Director of HAPL.*

- 2) You agree upon, undertake and comply with the requirements of HAPL’s Policies, Procedures and Systems, and that:
  - You will observe complete secrecy about HAPL systems, processes, clients, potential clients, and those of third parties that may come into your knowledge as part of your association with HAPL including its contracted personnel performing HAPL work.
  - You will not divulge information which may tend to identify or actually identify any party except to other persons within the HAPL Certifications system for the purposes of your work
  - You will not remove data, paperwork or information in any manner which may prejudice your position or that of HAPL stakeholders except as required by your work
  - You will promptly return any such data, paperwork or information to its rightful owner / custodian within HAPL/ its stakeholders immediately when you cease to be involved with HAPL
  - You will take all reasonable steps to ensure others do not divulge HAPL or its clients' information, unlawfully or wrongly
  - You will make known to HAPL of any improvement in its systems, processes, or methods of which you become aware, and will not use such improvements for your own benefit.



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### C. CONFLICT OF INTERESTS

- 1) In order to respect and maintain HAPL's impartiality policy you will disclose any conflict of interests that can pose a threat to impartiality (directly, indirectly as employee, shareholder, partner, consultant, or in any capacity) related to any client organization that you are asked to deal with. If an impartiality issues exists, you will advise the management of HAPL and refuse to get yourself involved with that activity.
- 2) You will declare any conflict of interests, identified, as a result of work performed by you or the client organization in the last two years, as that would constitute a conflict. This may include
  - assistance in writing or setting up the management system;
  - consultancy work with respect to the management system;
  - work as an internal auditor of the management system; and
  - work as an employee in whatever capacity over the last 12 months
- 3) You will declare that you were not in touch with any management consultancy organization since last two years. And, had you been in touch with any, then you will disclose it if any of you had offered any services offered to any client of that Organization since the last three years.
- 4) You will not accept bribe or any undue favors from any of the client organizations you will get involved with.
- 5) You will take all your decisions free from any kind of prejudice like size, location, product etc. of the client Organization.

### D. INTELLECTUAL PROPERTY

- 1) HAPL will retain ownership of all intellectual property beyond the term of this agreement. Specifically, any development of software, documented procedures, reports, forms, computer templates, paper or presentations, while employed by HAPL, are retained as HAPL's own property. Any breach of this clause will be treated as theft and legal redress sought.
- 2) Any client of HAPL shall remain a client beyond the term of this agreement. You specifically agree not to offer inducements or make other approaches or representations to clients for services to be provided elsewhere where those services are currently provided by HAPL.

(Sign. Name & Design.): .....

**HACKIZEN ASSESSMENTS PRIVATE LIMITED**

### DECLARATION

- I have read the above terms and conditions on HAPL Code of Conduct covering Responsibility, Confidentiality, Conflict of Interests, and Intellectual Property and do hereby agree to abide by them.
- I also accept that the above provisions and the confidentiality requirements imposed on me will continue to be binding upon me, notwithstanding the termination of my contract with HAPL, howsoever such termination shall occur and also until, I am released from them by HAPL itself, in writing or until such information, knowledge or data comes into the public domain by other means, or until I am compelled by any legal courts to divulge them.
- Please be noted that you should sign in the same manner on all documents of HAPL. They will be checked from time to time.

Name: .....

Designation/Role: L. Auditor/ Auditor/ T. Expert/ HAPL Director/ HAPL Employee/Member CSI/ Subcontractor  
(Please tick as appropriate)

Signature: .....

Signature: .....

Date: .....

Name: .....  
(Witness)