

CONTRACTUAL AGREEMENT BETWEEN

SAGACI CERTIFICATIONS PVT. LTD.

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1. Whereas, Sagaci Certifications Pvt. Ltd., hereinafter known as SCPL, having its Registered Office at **Office No: 20, A-2/544 B, Shiva Arcade, Acharya Niketan, Mayur Vihar Phase 1, Delhi – 110091, INDIA** is engaged in undertaking third party assessment of management systems certification to ISO 9001, ISO 14001, OHSAS 18001/ISO 45001, ISO 22000 & EOMS 21001 series of International Standards.
2. Whereas _____ having its Registered Office at _____ here in after called the Organization is interested in obtaining **QMS, EMS, FSMS & OH&SMS** certification of its documented management systems at its premises at (address including sites, if any) as above.
3. Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.
4. **Responsibility of SAGACI CERTIFICATIONS PVT. LTD.:**
As a party to this agreement, SCPL is responsible for conducting the assessments and providing certification in accordance with the current issue of SCPL Management Systems Certification Scheme Regulations to **QMS, EMS, FSMS, OH&SMS & EOMS** standards (**Annex.-12**) which forms an integral part of this Agreement. SCPL reserves the right to modify the contents of its Certification Scheme Regulations, as and when necessary, in pursuit of its Policy to continually improve its services. SCPL as an accredited certification body does not provide any consultancy services or assistance in the implementation of document management system to any organization preparatory to its assessment for certification. Sagaci Certifications Pvt. Ltd. will keep the clients updated on certification requirement, process, surveillance, re-certification and complaints.

5. Responsibility of Organisation:

As a part to this agreement, the Organization agrees to provide SCPL with all documents, all locations information and facilities at site(s) as required, to enable SCPL to provide its services under this Agreement and site(s) will be audited as per the audit plan provide before the audit(s). The organisation is agreed to the following:

- to comply with certification requirements,
- to make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas,
- to provide SCPL all the sites details including but not limited to processes, address, employees details etc. where applicable.
- records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints
- to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors);

5.1. This Agreement is entered upon the basis of the Application Form for Registration (**Document no. SCPL/F/01**) duly signed by the Organization in confirmation of its acceptance of the SCPL fee offer and the terms of the payment of the agreed fees and expenses for the services to be provided.

5.2. Special Visits:

Fees for special visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately. For more details about Special Visits see the "Certification Scheme Regulation" (Annex-12) on our website (www.sagacicert.com).

5.3. Cancellation (Recovery of Costs):

In the event, the Organization cancels the Agreement, for any reason whatsoever, less than 3 weeks before the commencement of the Pre-audit or at any time during the process of certification, SCPL will charge a fee amounting to 20% of the total agreed fees, in addition to the fees already charged for the assessment work, completed at the time of cancellation.

5.4. Invoices:

Invoices for the agreed fees, due at each stage of the assessment will be rendered to the Organization prior to the assessment visit.

5.5. Payment:

Payment in settlement of SCPL's invoices will become due within 14 days of the date of an Invoice. Thereafter, interest will become chargeable on the outstanding amount @ 18% per annum.

5.5.1. Certificate of Registration will only be issued upon successful assessment and when the outstanding invoices have been settled.

6. Certification of Multi-Site Organisations

This Agreement shall cover all the sites covered by the scope of the certification. If Client is having multiple Sites (Work Locations), it should clearly provide the information about the Total number of Sites and Number of Sites it wishes to cover under the Scope of Certification in the Application Form. This mandatory information has to be provided by organization to SCPL through Application Form SCPL_F_01. All Sites to be included in the scope of certification must be owned by the Client and be an integral part of the Organisation's Management Structure.

6.1. Methodology

SCPL has established the following criteria for the acceptance of applications for certification on a sampling basis:

- Each work location must be performing substantially the same type of business, and the entire range of products or services supplied by each location must be included in the scope of certification.
- The range of services or products to be covered by the certification should be of a non-complex nature and SCPL reserves the right to not accept applications that are not appropriate for certification on a sampling basis.
- The organisation must have one appointed Management Representative with overall responsibility for maintenance of the quality system.
- The organisation must have a defined and controlled Quality Policy such that it is applicable to all sections of the organisation that are included in the proposed scope of certification.
- The site selection may include among others the following aspects:
 - Results of internal site audits and management reviews or previous certification audits;
 - Records of complaints and other relevant aspects of corrective and preventive action;
 - Significant variations in the size of the sites;
 - Variations in shift patterns and work procedures;
 - Complexity of the management system and processes conducted at the sites;
 - Modifications since the last certification audit;
 - Maturity of the management system and knowledge of the organization;
 - Quality issues
 - Differences in culture, language and regulatory requirements; and
 - Geographical dispersion.
- This selection does not have to be done at the start of the audit process. It can also be done once the audit at the central office has been completed. In any case, the central office shall be informed of the sites to be included in the sample. This can be on relatively short notice, but should allow adequate time for preparation for the audit.
- Over and above clause 6.0 of this agreement, the requirements of IAF MD 1:2018 shall apply for multisite certification.

6.2. Size of Sample

- The certification body will determine sample size as per its relevant procedure and inform the client accordingly which shall be agreed by the client.

7. Termination:

Either party may terminate the Agreement

7.1. By Notice:

Two months' notice in writing shall be given by either party to the other giving due reasons for termination of the agreement.

7.2. By Default:

7.2.1. Immediately upon either party being notified by the other of any material breach of this Agreement.

7.2.2. If either party goes into liquidation or a Receiver or Administrator is appointed for all or part of the undertaking, thereof.

7.2.3. If either party ceases to trade whether in whole or in part.

7.3. In the event of this Agreement being terminated whether by notice, default or otherwise, the SCPL Certificate of Registration issued, pursuant hereto, shall forthwith, become invalid and the Organization shall cease to use the same and return to SCPL all documentation and other matters issued, pursuant thereto, or bearing an indication of such Certification of Registration. Upon cancellation of the certificate of registration, the organization's name will be deleted from the SCPL List of Certified Companies. The clients will not use any advertising matter that contains reference to the certification status

8. Fundamental Terms:

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

8.1.1. As a mandatory requirement for continued validity of an Accredited Certificate of Registration, issued by SCPL, the Organization, hereby, agrees to its certification or surveillance audit scheduled by SCPL, to be witnessed by SCPL's Accreditation bodies who's Auditors may accompany SCPL audit team as and when required.

8.2. The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to SCPL for the purposes of this Agreement.

8.3. The organization shall ensure that the information provided to SCPL by the organization, relevant to its **Quality / Environmental / OH&SMS / Food Safety / EOMS** management system is kept updated and it shall promptly notify SCPL of any intended change in its Management system which would significantly affect the effective implementation of its **Quality / Environmental / OH&SMS / Food Safety / EOMS** management system. Such as contact address and multiple sites/single location, legal status, scope representation, organizational structural changes, OHS related changes by third party, fatal incidents, serious injuries, occupational diseases or legal action by regulatory authority.

8.4. The Client is requested to inform SAGACI promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site & contact details, additional sites, change

of process, change of organizational status or ownership & key management staff, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. SAGACI will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client. Any changes to the accreditation requirements and certification procedures, processes, requirements, etc shall be communicated by SAGACI, as and when applicable as per the transition guidelines (if applicable), through various means like newsletters, mails, websites, direct interactions, etc.

8.5. Nonconformities: If a non-conformance is detected during audit, a Nonconformity Report shall be issued to the client. For the non –conformities raised during the audit client shall submit the correction and the corrective action (based on root cause) to SCPL office within 20 working days from the last day of the audit. SCPL shall verify the submitted correction and the corrective action and confirm the acceptance of the same to the client. Client shall take the correction and corrective action within the stipulated date and submit the documentary evidence to SCPL to verify the effectiveness of action taken and accordingly to close the non -conformances. In case of a Critical non-conformance, the effectiveness of action taken shall be verified at client site by a follow up visit or as communicated by the team leader on the closing day of the audit. This shall be completed within 90 days from the last day of the audit.

In case of certification audit (fresh client) the SCPL shall cancel the audit under the following conditions (a) Client does not submit Corrective Action Plan for the Non Conformity raised within 20 working days as stipulated above (b) In case of major Non Conformity the verification of effective of corrective action is not completed within 90 days as stipulated above In case of certified clients SCPL shall suspend the certificate under the following conditions:

- a) Client does not submit Corrective Action Plan for the Non Conformity raised within 20 working days as stipulated above
- b) In case of Critical Non Conformity the verification of effective of corrective action is not completed within 90 days as stipulated above

For Multi-Site Organisation: Whenever any non-conformity is found at an individual site, either through the organization’s internal auditing or auditing by SCPL, the organization shall investigate whether it leads to a system deficiency affecting all other sites or limited to the particular site only. If it is found a system deficiency correction and corrective action should be performed both at central office and at the individual sites. If the corrective action is limited to only the site where the nonconformity has been reported, the organization should be able to demonstrate to SCPL the justification for limiting its follow up corrective action.

At the time of the decision making process, if any site has nonconformity pending the certification shall be denied to the whole network pending satisfactory corrective action.

It shall not be admissible that, in order to overcome the obstacle raised by the existence of nonconformity at a single site, the organization seeks to exclude from the scope the “problematic site” site during the certification process. If all the sites of an organization where the activity subject

to certification is performed are not ready to be submitted for certification at the same time, the organization shall be required to inform SCPL in advance of the sites that it wants to be included in the certification and those which are to be excluded.

- 8.6.** In the event of any significant change affecting the activity and operation of the organization, SCPL may require to conduct a reassessment for further validity of the certification.
- 8.7.** Clients shall not use or present the use of certification document in a misleading manner
- 8.8.** Upon suspense and withdrawal of certification, the client shall discontinue its use of all advertising matter that contains reference to certification and directed by certification body.
- 8.9.** Clients shall amend all advertising matter when the particular scope sector of certification has been reduced.
- 8.10.** Client 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.
- 8.11.** Client shall not advertise that the certification applies to activities that are outside the sector of certification.
- 8.12.** Client shall not use the certification in a manner that it brings the certification and certification system in to lose of public trust
- 8.13.** SCPL exercise proper conflict of communication and shall take action to deal with incorrect to certification status or misleading use of certificate document makes and audit report

9. Liability:

- 9.1.** Except, in the case of deliberate neglect on the part of Sagaci Certifications Pvt. Ltd., its employees, servants or agents, SCPL 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.
- 9.2.** In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise Sagaci Certifications Pvt. Ltd. liability will be limited to an amount not exceeding the maximum fee (if any) charged by Sagaci Certifications Pvt. Ltd. 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.
- 9.3.** 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 done pursuant to this Agreement.

**10. Indemnity:**

10.1. The Organization shall fully and effectually indemnify SCPL against all costs, claims, actions and demands arising from:

- a) The services provided by SCPL save to the extent only that such claims arise from the neglect of SCPL, its employees or agents.
- b) The use or misuse by the Organization of any certificate, license mark of conformity provided by SCPL in accordance with this Agreement
- c) Any breach of this Agreement.
- d) Any claims for loss / disputes with the previous certification body, in case of transfer of certification from other certification body.

11. Force Majeure:

SCPL 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.

12. Confidentiality:

Except as may be required by Law, Sagaci Certifications Pvt. Ltd. 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. Use of Logo:

Certified organisation shall follow SCPL's "Rules & Regulations for Use of Certification Mark" (Annex-09) which is publically accessible on our website (www.sagacicert.com).

14. Disputes:

Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by SCPL for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the SCPL's Accredited **Quality / Environmental / OH&SMS / Food Safety / EOMS** Systems Certification Scheme Regulations.

15. Recommendations for Certification:

- a) In the event of major non conformities being identified (Category 'A') in respect of the implementation of any element of the **Quality / Environmental / OH&SMS / Food Safety / EOMS** system or several minor non-conformities being recorded against any one element which renders the system deficient but operable, a recommendation for certification is made subject to a CAP being submitted within 2 weeks and corrective actions being verified onsite and closed out through a special visit within 8 weeks of the assessment date, before certification is granted or as decided by CEO.



SAGACI CERTIFICATIONS PVT. LTD.

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Annexure: 10

Issue No.: 01

Rev.: 03

Date: 19/08/2020

- b) Where the audit has revealed only minor non conformities (Category 'B') which need to be addressed through corrective actions, the certification may be recommended subject to the CAP (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 audit.
- c) In the case of where "opportunities for improvement: (Category 'C') having been recorded during the certification audit, the actions, as applicable, are observed for effectiveness at the subsequent audit visit.

16. Issuance of Certificate:

Upon successful completion of certification audit, SCPL will issue certificate of conformity to the certified client including 'Name of certified organisation', 'site(s) details', 'scope of certification', 'date of issue', 'unique identification number' and 'validity of certificate'. SCPL also publish the same on SCPL website directory for verification. (www.sagaciert.com)

17. Legal Action:

Party No. 1 & 2 agreed that if any dispute arises between them, they will settle the matter amicably or get the shelter of the court of law for which they have no objection and the place of suing the case in court will be at Delhi only and no other place will be considered for the same.

Signature: (on behalf of SCPL)	Signature: (on behalf of the Organisation)
Chief Executive Officer: _____	Name and Designation: _____
Agreement Date: _____	(Company Seal)