



ULTIMATE CERTIFICATION SERVICES PVT. LTD.

Office No- 213, 2nd Floor, S-561,
Bhagwati Business Centre, School Block-2,
Shakarpur, Delhi-110092, India.

Website- www.isocertificationindia.net & www.isocertification.in

Email- info@isocertification.in & ucspl.iso@gmail.com

Phone- 011-42418584, Fax- 011-42418584

Business Associates Agreement

Whereas, Ultimate Certification Services Pvt. Ltd., hereinafter known as Ultimate Certification Services Pvt. Ltd.. having its Registered Office at S-561, School Block-2, Shakarpur, Delhi-110092 is engaged in undertaking third party assessment of quality management systems and providing Certification to ISO 9001:2008 series Standards.

Whereas _____ having its Registered Office at _____
here in after called the Organization is interested in obtaining ISO
9001:2008 certification of its documented quality systems at its premises at _____

Now, therefore the parties have entered into this Agreement, as per the terms and conditions set forth.

Ultimate Certification Services Pvt. Ltd. Standard Terms of Business for Management System Assessment Services

We/us/our refers to Ultimate Certification Services Pvt. Ltd. You/yours refers to your organisation as our client requesting or receiving our services.

Our Services: We assess management systems and products for conformity to stated criteria (“Criteria”) published by us, a regulatory body, or other party, eg: International Standards. We may issue Certificates of Conformity when your systems are found to comply with the Criteria.

Application: Applications should be made on the Application form.

Responsibility of Ultimate Certification Services Pvt. Ltd.:

As a party to this agreement, Ultimate Certification Services Pvt. Ltd. is responsible for conducting the assessments and providing certification in accordance with the current issue of Ultimate Certification Services Pvt. Ltd. Quality Management Systems Certification Scheme Regulations to ISO **9001:2008** series of standards which forms an integral part of this Agreement. Ultimate Certification Services Pvt. Ltd. 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. Ultimate Certification Services Pvt. Ltd. as an individual certification body does not provide any consultancy services or assistance in the implementation of document quality system to any organization preparatory to its assessment for certification. We have our Head Office at New Delhi. Ultimate Certification Services Pvt. Ltd. will keep the clients updated on certification requirement, process, surveillance, re-certification, withdrawal, cancellation, extending, reducing and complaints.

Responsibility of Organization: As a part to this agreement, the Organization agrees to provide Ultimate Certification Services Pvt. Ltd. with all documents, information and facilities at sites as required, to enable Ultimate Certification Services Pvt. Ltd. to provide its services under this Agreement and sites will be audited as per the audit plan.

The Assessment Process: We provide information on each of our programmes, on request. These cover the granting, maintaining, reducing, suspending, cancellation or withdrawing of certification.

You agree to maintain your Management Systems and Procedures and to produce all certified products in full compliance with the requirements of the Relevant Standards or Criteria against which you are assessed. Any changes to your circumstances (ownership, systems, key staff changes, organisation, equipment, etc.) which may invalidate your Certification or may affect the capability of the management systems to continue to fulfil the requirements of the standard must be notified to us immediately.

Regular reviews may be partial audits or full reassessments, similar in scope to that carried out prior to initial certification. Any nonconformity arising from assessments must be cleared within the time frame agreed between you and us.

We will give you advance notice of our need to carry out assessments and we will negotiate an agreed date and time for these activities with you. If you cancel an agreed assessment within five working days of the assessment and our assessors cannot be redeployed, or costs cannot be recovered, a cancellation fee will apply. The amount of this will not exceed the cost of the assessment concerned. You agree to allow our authorised personnel including accreditation board assessor's access, during normal working hours, to premises, operations, facilities, procedures, records including all complaints and corrective actions and staff to enable them to perform assessments or audits.

The assessment process is a sampling process. We will not be liable to you for loss, damage or injury, caused directly or indirectly by our failure to establish that 100% of your Management System, products or batch does or does not comply with Standards or Criteria.

You agree to pay all reasonable fees and expenses associated with assessments on or before the 20th day of the month following the date of invoice. Failure to pay such fees and expenses may lead to suspension of service with attendant risk of withdrawal of Certificates or Letters. In any case completion of the audit process is dependent on payment before we will release our findings to any regulatory agency. Amounts owed in excess of 30 days from date of invoice will attract interest costs of 2% per month from the invoice date. Collection costs will be passed on.

You agree to be responsible for the health and safety of our assessors whilst they are on your premises, briefing them about your health, safety and emergency evacuation procedures, any potential hazards they may encounter and for ensuring they are equipped with and use appropriate safety equipment and clothing.

VALIDITY AND RENEWAL OF CERTIFICATES: Certificates issued by Quality Inspection & Certifications remain valid for a period of three years from the date on which the Certification Decision has been taken subject to satisfactory conformance with the certification standards as verified during periodic surveillance visits, the Certificates will be considered continued without a renewal fee unless a re-certification audit is specially warranted in which case an appropriate fee will be charged. A client or any interested party may check the validity of the certificates on our website: www.isocertification.in & www.isocertificationindia.net

SURVEILLANCE ASSESSMENT: All certified companies will be subjected to a minimum of two/ one surveillance audits annually with the first surveillance visit being scheduled on a suitable date, six months or twelve months from the date of registration assessment respectively for six monthly/ annual scheme & 6 month/ 12 month thereafter and 1 month in advance in case of reassessments in both the cases. Organisation may choose either scheme at the time of Contract Review with Ultimate Certification Services Pvt. Ltd.. In case of delay for more than a month without a sound justification will lead to the conduct of a reassessment limited or full based on circumstances. Ultimate Certification Services Pvt. Ltd. reserves this right to conduct such re assessment. In case the due 3 yearly reassessment is delayed more than a month, Ultimate Certification Services Pvt. Ltd. reserves a right to either suspend and then withdraw the registration or conduct a full assessment again. Ultimate Certification Services Pvt. Ltd. shall inform the registered client 1 month in advance for scheduling the Surveillance Assessment. Ultimate Certification Services Pvt. Ltd. requires that such audit dates need to be confirmed at least 15 days prior to the confirmed date of the surveillance or re assessment. Any cancellations done during last seven days of the confirmed date shall be charged the full assessment day rate as per the signed contract between the registered organisation and **Ultimate Certification Services Pvt. Ltd..**

SUPPLEMENTARY ASSESSMENT:

A Supplementary Assessment visit may require to be made to the company's premises in the following circumstances:

1. Ultimate Certification Services Pvt. Ltd. has reason to believe that the documented management systems are inadequately maintained with major deficiencies in operation.
2. Upon intimation by the certified company, of any significant change in the certified documented management system.
3. As a result of a complaint, by any party, any adverse publicity or contravention of the conditions of certification or other information received.
4. Where more than 6 months have elapsed between Progress Review Assessment and Registration Assessment.
5. Where any Conflict of Interests or Impartiality have been found jeopardized.

The supplementary assessment visit will be undertaken after due notice has been given and details agreed between Ultimate Certification Services Pvt. Ltd. and the certified company. A separate fee will be chargeable for a Supplementary Assessment.

SHORT NOTICE ASSESSMENTS: If required Ultimate Certification Services Pvt. Ltd. may conduct audits at Short Notice to investigate complaints, or in response to changes, or as follow up to verify the status under Suspension of the certification or any other reasons to ensure the Objectivity of the Registration is maintained at client's end.

Special Visits: Fees for special visits, as and when, required to be made to the Organizations premises, will be specifically quoted and charged, separately.

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, Ultimate Certification Services Pvt. Ltd. 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.

Scope: whenever a scope is not available with us Ultimate Certification Services Pvt. Ltd. with issue Accredited Certificate only after obtaining the Accreditation.

Letters and Certificates: Letters and Certificates of Conformity issued by us are controlled documents, which remain our property and must be returned to us if/when the Letter or Certificate is withdrawn or relinquished. Documents issued are valid for a specified period unless withdrawn or relinquished, subject to ongoing satisfactory performance. We will withdraw documents in the event of substantial or recurring failure to maintain your systems. Certificates or Letters are not automatically transferable when organisations change ownership, structure or location. Requests for transfer must be in writing and will be reviewed on a case by case basis

Use of Logos and Marks: Assessments for regulatory compliance will not automatically mean the right to use of our logo. Where the right is granted, the use of the logo is subject to specified restrictions. Use of logos/marks and other claims may not be misleading. Changes of scope will need to be discussed with us. Extensions may require an audit. Reductions may require you to amend advertising material.

Confidentiality and Access to Information: We will securely retain any manuals, documents or records provided by you for the purposes of assessment and will provide access in our offices, during normal working hours, for you to review any information held relating to your application, assessments or certification. We will return to you, on written request and normally after each

assessment, all manuals and other records or documents supplied by you for the purpose of assessment.

We will treat as confidential the fact that you have applied to us for assessment but, once Certification has been granted, we may publish the nature and scope of your Certification. We also have the right to publish the fact that suspension/withdrawal/cancellation/reinstatement has occurred. We forward Certification Details to Ultimate Certification Services Pvt. Ltd. and these details may be published on their website. Except as required by the International Standard(s) for which you seek certification, confidential information will not be released without your permission. You acknowledge that all accreditation bodies may access data held by Ultimate Certification Services Pvt. Ltd. for the purposes of accreditation. Where we are required by law to release confidential information we will notify you in advance that we will supply this information (unless notification is precluded by law). We will require our staff, assessors and directors to enter into formal confidentiality agreements with us with regard to information held or acquired about you, and to declare any conflict of interest that may arise through their involvement with a particular assessment process.

We, as distinct from our staff, assessors and directors will not be liable to you for any loss, damage or injury, caused directly or indirectly, by any such person failing to comply with that person's confidentiality agreements. We will not be liable for the confidentiality of information about you which was known to our staff, assessors or directors prior to your application for Certification or which is publicly known without the fault of us or our agents, or which is disclosed with your approval.

Suspension, Cancellation, Extending and Withdrawals: You may request a temporary suspension, cancellation, extending or withdrawal of your Certification if you feel that your system does not conform to requirements. The appropriate regulatory authority will be notified in the case of suspension, cancellation, extending or withdrawal. Reinstatement of a Certificate may require a full reassessment.

We may suspend, cancellation, extending or withdraw a certificate if your system fails to comply with the requirements of the Standard or Criteria, if fees or expenses remain unpaid, if in our opinion you fail to comply with our Standard Terms of Business, or if we believe we or the certification process may be brought into disrepute.

Where applicable Ultimate Certification Services Pvt. Ltd. may require that no certified product is placed on the market and that potentially defective certified product is subject to corrective action including product recall where appropriate.

The use of Ultimate Certification Services Pvt. Ltd. logos, Certificates and Letters of Conformance and the Ultimate Certification Services Pvt. Ltd. name is prohibited when your Management System Registration or Certificate is withdrawn, cancellation, extending or suspended.

Maintenance of Certification / Registration:

Certification / Registration remains valid in case of: Maintaining an effective Management System

- * All Surveillance / Re-assessments getting conducted as per schedule
- * All corrective actions getting resolved in case of a major Non conformity or Complaint in stipulated time frame and to the satisfaction of the Lead assessor/ Assessor.
- * Any major change in the organization which is handled satisfactorily and promptly communicated to Ultimate Certification Services Pvt. Ltd.
- * All the fee payable has been paid to Ultimate Certification Services Pvt. Ltd. in time.

Notice of changes by a client:

To ensure that the certified client informs the Ultimate Certification Services Pvt. Ltd., 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, changes relating to:

- 1 the legal, commercial, organizational status or ownership,
- 2 organization and management (e.g. key managerial, decision-making or technical staff),
- 3 contact address and sites,
- 4 scope of operations under the certified management system, and

major changes to the management system and processes.

Retention of Contract: In witness whereof, Client and Ultimate Certification Services Pvt. Ltd. hereby execute this agreement as of the date first set forth above. The contract (duplicate) shall be kept at both sides.

Disputes: Any disputes or differences arising between the parties to this agreement, other than the payment of agreed fees and expenses chargeable by Ultimate Certification Services Pvt. Ltd. for its services shall be dealt with in accordance with the Appeals & Complaints procedure incorporated in the Ultimate Certification Services Pvt. Ltd.'s Quality management System Certification Scheme Regulations.

Complaints and Appeals: You may complain about any act or omission by us against any assessment finding or recognition decision. Such complaints must be made in writing to our C.E.O who will instigate an independent investigation. Their findings will be notified to you in writing detailing your right to appeal. Complaints by third parties about you will be passed on to you. We may investigate to determine whether your Management System has been followed. We will not adjudicate on any complaint of financial loss.

Limitation of Liability: Except, in the case of deliberate neglect on the part of Ultimate Certification Services Pvt. Ltd., its employees, servants or agents, Ultimate Certification Services Pvt. Ltd. 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.

In the case of neglect, as aforesaid, the limit of any loss, damage or otherwise Ultimate Certification Services Pvt. Ltd. liability will be limited to an amount not exceeding the maximum fee (if any) charged by Ultimate Certification Services 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 said restriction shall apply with such words deleted or amended or added.

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.

Indemnity:

The Organization shall fully and effectually indemnify Ultimate Certification Services Pvt. Ltd. against all costs, claims, actions and demands arising from:

- (i) The services provided by Ultimate Certification Services Pvt. Ltd. save to the extent only that such claims arise from the neglect of Ultimate Certification Services Pvt. Ltd., its employees or agents.
- (ii) The use or misuse by the Organization of any certificate, license mark of conformity provided by Ultimate Certification Services Pvt. Ltd. in accordance with this Agreement.
- (iii) Any breach of this Agreement.
- (iv)

Force Majeure: Ultimate Certification Services Pvt. Ltd. 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.

Termination: Either party may terminate the Agreement

By Notice: 30 days notice in writing shall be given by either party to the other giving due reasons

for termination of the agreement.

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

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

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

In the event of this Agreement being terminated whether by notice, default or otherwise, the Ultimate Certification Services Pvt. Ltd. Certificate of Registration issued, pursuant hereto, shall forthwith, become invalid and the Organization shall cease to use the same and return to Ultimate Certification Services Pvt. Ltd. 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 organizations name will be deleted from the Ultimate Certification Services Pvt. Ltd. List of Certified Companies. The clients will not use any advertising matter that contains ref, to the certification status.

Recommendations for Certification: In the event of major non conformities being identified in respect of the implementation of any element of the Quality 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 Corrective Action Plan 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.

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 audit.

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.

Miscellaneous Provisions: The Standard Terms of Business may be revised from time to time. Significant changes will be communicated in writing. The Standard Terms of Business shall be governed by and interpreted in accordance with the Laws of INDIA.

(Client)

CERTIFICATION MANAGER

ULTIMATE CERTIFICATION SERVICES PVT. LTD.
S-561, SCHOOL BLOCK-2, SHAKARPUR DELHI-110092