

# AGREEMENT FOR CERTIFICATION SERVICES

\_\_\_\_\_ (hereinafter referred to as Applicant) situated at

\_\_\_\_\_ hereby applies to TQ Cert Services Pvt Ltd (A Wholly Owned Subsidiary of Tata Projects Ltd), Mithona Towers-I, 1-7-80 to 87, Fourth Floor, Prenderghast Road, Secunderabad-500003, India, herein after called as TQ Cert, for issue of certificate for \_\_\_\_\_ of this agreement and hereby agrees that such registration shall be based upon and subject to the following terms and conditions.

## 1.0 GENERAL CONDITIONS

1.1 An Applicant who is assessed by TQ Cert and found to meet the requirements designated as entitled to hold a certificate of registration assessments as stipulated subject to successful completion of surveillance evaluations. All certificates are non-transferable. Extension of the scope of the certified system is possible.

## 2.0 REQUIREMENTS

### 2.1 Applicant shall:

2.1.1 Inform TQ Cert in writing of any significant changes of the Applicant's System related to quality standard elements or its manuals or procedures.

2.1.2 Nominate a management representative as the point of contact with TQ Cert

2.1.3 Make no use of the TQ Cert marks or logos and make no statements referring registration, which could be misleading or unacceptable to TQ Cert or on withdrawal of certificate by TQ Cert.

2.1.4 Not to use registration as evidence of product registration, product endorsement or approval only claims that it is registered with respect to the scope for which it is registered. Amend all advertising matter, when the scope of certification is reduced.

2.1.5 The client complies with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product;

2.1.6 Maintain a complaint system for all customer complaints, including a system for correcting those complaints.

2.1.7 Upon successful registration, agree to have its name, location and scope of application included in TQ Cert Directory of Registered Companies.

- 2.1.8 Comply and maintain a system in accordance with the applicable quality standard and supplemental requirements as agreed upon between the Applicant and TQ Cert
- 2.1.9 Always complies with relevant provision of the certification scheme and its related documents and scheme/standard owners requirements and when communicated by TQ Cert. If the certification applies to ongoing production, the certified product continues to fulfill the product requirements.
- 2.1.10 Make all necessary arrangements for conduct of assessment, investigation of complaints and participants of observers as communicated by TQ Cert.
- 2.1.11 Upon suspension or withdrawal of its certification, discontinues use of all advertising matter referencing to the registration and return certification document to TQ Cert within 15 days from the date of suspension or withdrawal.
- 2.1.12 To make available to TQ Cert, when requested, the records of all complaints and corrective action taken and any communication there upon.
- 2.1.13 To allow personnel from Accreditation bodies or personnel authorized by TQ Cert to accompany the TQ Cert Services Assessors for witnessing of the assessments or for any other situation as may be required by TQ Cert.
- 2.1.14 Not use its certification in such a manner that would bring TQ Cert or certification system into disrepute and lost public trust.
- 2.1.15 Not imply that the certification applied to activities that are outside the scope of certification.
- 2.1.16 Not allow a reference to its certification to be used in such a way as to imply that the certification body certifies a product or process.  
NOTE: This Clause is not applicable to product certification schemes were product or process is certified.
- 2.1.17 Inform its client, whenever confidential information is made available to other bodies (like Accreditation Bodies or Legal Requirements).
- 2.1.18 Shall inform TQ Cert any changes affecting that may affect the capability of the applicant system to continue to fulfill the requirements of standard used for certification within 30 days.  
NOTE: Examples of changes can include the following:
- the legal, commercial, organizational status or ownership,
  - organization and management (e.g. key managerial, decision-making or technical staff),
  - modifications to the product or the production method,
  - contact address and production sites,
  - Major changes to the quality management system.

Shall agree to implement the changes in processes and product, necessitated by the changes When the certification scheme introduces new or revised requirements both in Certification criteria and Certification process requirements that affect the manufacturing unit

TQ Cert shall ensure these changes are communicated to all applicants and the certified units. TQ Cert shall verify the implementation of the changes by its applicants and certified units and shall take actions required by the scheme.

- 2.1.19 In case of any disputes/issues, agree to go through Appeal procedure of TQ Cert or Directors
- 2.1.20 Agree to pay all the charges as per the letter of offer before the commencement of each of the activities as mentioned therein and further agree that the activity can be scheduled by TQ Cert only on completion of the payment in advance for the respective activities.
- 2.1.21 After fixing the dates for the assessment applicant has to pay all charges. In case Applicant has not provided travel and other arrangements; TQ Cert shall make the same and accordingly claims the expenditure incurred shall be paid by client. In case the audit is postponed/cancelled due to lack of cooperation extended by Applicant, applicable charges shall be payable by client.
- 2.1.22 Agree that the Applicant shall ensure completion of Surveillance audits within the due dates or within the time frame as applicable and in case of non-compliance the certificate stands suspended automatically without further notice and in such a case TQ Cert procedures on suspension and withdrawal is applicable automatically.
- 2.1.23 Provides copies of the certification documents to others, the documents shall be reproduced in their entity or as specified in the certification scheme.
- 2.1.24 In making reference to its product certification in communication media such as documents, brochures or advertising, the client complies with the requirements of the certification body or as specified by the certification scheme
- 2.1.25 Agree for the listing of the certification status with the required information including suspension / withdrawals in the public domain of the TQ Cert including its website.

## **2.2 TQ Cert Shall:**

- 2.2.1 Maintain all information pertaining to the Applicant as confidential and not to disclose it to other parties, without the written consent of the Applicant unless such information is required to be submitted by TQ Cert under any law or regulatory

- authority or in pursuance of court order and in such a case the Applicant will be informed about the nature of information provided.
- 2.2.2 Notify the Applicant of any complaints received by TQ Cert relating to the quality of the company's products, processes and services.
  - 2.2.3 Ensure that all assigned assessors of TQ Cert sign an Assessor Contractual Agreement and a Confidentiality and Non-disclosure Statement.
  - 2.2.4 Shall give its Applicants due notice of any changes to its requirements for certification.

### **3.0 OTHER REQUIREMENTS**

- 3.1 This contractual agreement shall be governed by the laws of Govt. of India and subject to the jurisdiction of Hyderabad courts.
- 3.2 Registration may be suspended/withdrawn by TQ Cert if the Applicant uses the logo, registration, or registration document improperly.
- 3.3 Registration may be withdrawn if (1) the Applicant fails to remedy suspension decisions, (2) if the system rules change and the Applicant is unable or unwilling to make the appropriate changes (3) if the Applicant ceases to supply the product, process or service for an extended period of time (4) at the discretion of TQ Cert if the registered Applicant fails to meet financial obligations to a TQ Cert or on any other grounds specifically justified by TQ Cert.
- 3.4 TQ Cert is allowed to conduct Surveillance audits more frequently as necessary based on other registration requirements, performance results from previous audits, or Applicant requests as normally provided at the time of submission of offer and the Applicant agrees to pay the charges as communicated by TQ Cert.
- 3.5 Invoices issued to Applicant are due and payable within 30 days. Any account not resolved within thirty (30) days after the date of invoice will cause for withdrawal of registration. A notice of such withdrawal will be published in the next issue of the Directory of Registered Companies (DRC) or other publications, as appropriate. Upon reinstatement of registration, an appropriate reinstatement notice will be published in the next issue of the DRC or other publication.
- 3.6 By entering into this agreement the Applicant conforming and agrees that he is entering into this agreement for a period of 3 (Three) years with TQ Cert and commits to pay the charges/fees as mentioned in this agreement for 3 years period. Consideration on financial aspects is given at the time of initial offer.
- 3.7 Applicant agrees to hold TQ Cert and its Management, officers, employees, agents, representatives or independent Advisory Committee members harmless for any

claims for personal injury, death, property damage or for loss, damage, or injury of all nature whatsoever arising out of or connected with the assessment other than claims for willful negligence on the part of TQ Cert.

- 3.8 The offer letter submitted by TQ Cert along with this forms part of this agreement.
- 3.9 In the event that a follow-up audit is conducted, fees will be intimated / charged as applicable.
- 3.10 Applicant shall provide TQ Cert, access to personnel, areas and reports (including complaints) for conducting the special audit if so desired by TQ Cert and the prescribed fees will be charges accordingly to the Applicant and Applicant agrees to pay the charged fees as intimated by TQ Cert
- 3.11 The Applicant undertakes to enter into such further Agreement(s) as may be required by TQ Cert during the validity of the certificate given to the Applicant.
- 3.12 All correspondence of TQ Cert shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or Fax or email to the address of the Applicant as mentioned on the company information sheet or any change as subsequently communicated to TQ Cert by the Applicant in writing under TQ CERT acknowledgement.
- 3.13 All sample analysis reports shall bare the batch number/ lot number.

**Applicant hereby accepts and agrees with the above mentioned terms and also the offer letterforms part of this agreement. Ref:**

**TQ CERT** \_\_\_\_\_  
**dated** \_\_\_\_\_

**Applicant** : \_\_\_\_\_

**Address** : \_\_\_\_\_  
\_\_\_\_\_

**Signature** : \_\_\_\_\_

**Printed Name:** \_\_\_\_\_

**Title** : \_\_\_\_\_ **Date:** \_\_\_\_\_

---

**TQ Cert Services Pvt. Ltd.**

TQ CERT hereby accepts the above application and agrees to the terms thereof.

Authorized Signatory:

**Title :**

**Date:** \_\_\_\_\_

