

This Agreement is made this (Dated) \_\_\_\_\_ by and between \_\_\_\_\_ (hereinafter called Client)  
**QEHS Management Private Limited** (hereinafter called QEHS) for certification audit as follow:

**Article 1. Purpose of Contract**

The purpose of the contract is to arrange and observe all the necessary rights and duties to each of them in performing certification audit applied by Client.

**Article 2. Registration Scope**

Client shall have documented quality management system that meets applicable standard or other normative documents.

QEHS assesses and certifies Client's Management system according to the standard and scope applied by Client. The registration scope shall be limited to the product, services and other activities assessed actually. In this regard, the registration scope can be changed.

QEHS will inform all the clients about any changes in the standard requirement & client had to arrange for the provisions to comply the requirements. As & whenever required due to changes in standard to verify the updations, A review audit will be conducted client had to make provisions for the same.

**Article 3. Certification Audit**

- **Pre-Audit** can be performed upon Client's request. This pre-audit is not to determine registration, but to evaluate the conformity of this management system.
- **Certification Audit (Initial Audit)** of Client's managements system shall be performed to verify client's conformity to the requirements of the applicable standard.
- **Document review (Stage 1 Audit)** of Client's system documents (Manual, Procedure, Guidelines etc.) and relevant records (Internal Audit Reports, Managements Review Reports, etc.) shall be performed prior to, or in conjunction with on-site audit adequacy audit (Stage 1 audit). This adequacy audit is done to verify the client's readiness / suitability for stage 2 audit. Stage 2 will proceed only after inadequacies identified during the stage 2 audit have been addressed.
- **On-site audit (Stage 2)** is performed upon Client's sites to verify if its activities are implemented according to the documented system in accordance with the applied standard. If **Nonconformities** are found during on-site audit, QEHS shall issue **Request for Corrective Action**.
- If any non-conformity where critical requirements of the standard have not been addressed by the client shall be classified as **Major non conformity** and in such case certificate of conformity shall not be issued unless the closure / elimination of the Major non conformity has been verified by

appropriate follow up or Desktop review. Non conformities where all the critical requirements have been addressed but some them do not fulfill the requirements satisfactorily shall be classified as **Minor non conformity** in such case certificate of conformity shall not be issued until the closure / Submission corrective action plan is submitted by the client with in the agreed time period and accepted by the auditor

- QEHS shall issue recommendation letter to the client, and then certificate will be issued only after the settlement of all financial terms.
- The client will allow **Trainee Auditors / Observers** of the QEHS to remain present during the audit.
- The client will agree to allow **CONCERN ACCREDITATION BODY** Auditors for the purpose of Witness Audit.
- The client agrees to allow the auditors (QEHS & CONCERNED ACCREDITATION BODY) to access the all records except accounts, specially the records of complaints received and the action taken on the same Documents related to MRM & Internal audit as well Quality Manual & Procedures etc.
- **Special Audit** will be performed for expanding scope certification body response to an application for expanding the scope of certification already granted, undertake a review of the application and determine any audit activities necessary to decide whether or not extension may be granted. This may be conducted in conjunction with a surveillance audit.
- **Short Notice Audits** will perform at short notice or unannounced to investigate complaints, or in response to changes, or as follow up on suspended clients. Certification body shall describe and make known in advance to the certified clients the conditions under which such audits will be conducted. Certification body shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.

#### Article 4. Confirmation of Registration Scope

Audit team and Client shall discuss and agree on certification standard, certification scope (item) and address of sites with each other before the issue of certificate.

#### Article 5. Issuing Certificate

QEHS (Technical committee) shall review the Audit Report, Non conformities and client's NC Closure evidences. If QEHS decides the corrective action(s) taken by client is (are) acceptable, the certificate will be issued.

**Validity of Certificate** would be 03 (Three) years subject to satisfactory performance of periodic surveillance audits.

**Article 6. Use of QEHS Logo and Accreditation Mark**

Client shall:

1. Always comply with the relevant provision of the certificate/registration Program.
2. Make all necessary arrangements for the conduct of the assessment, including provision for examining documentation and the access to all areas, records (including internal audit reports) and personnel for the purposes of assessment, surveillance, re-assessment and resolution of complaints.
3. Only claims that it certified / registered with respect to those activities for which it has been granted certification / registration.
4. Do not use its certification / registration in such a manner as to bring the QEHS / accreditation body into disrepute, and does not make any statement regarding its certification / registration which the certification / registration body may consider misleading or unauthorized.
5. Discontinue use of all advertising matter that contains any reference to its certification / registration in cases of suspension or withdrawal of its certification / registration (however determined) and returns QEHS certification / registration documents as required by the certification / registration body.
6. Use certification / registration only to indicate that the Management System certified is in conformity with specified standards or other normative documents, and does not use its certification / registration to imply that a product or services is approved by the certification / registration body.
7. Ensure that no certification / registration document, mark or report, or any part thereof, is used in misleading manner.
8. Comply with the requirement of the certification / registration body, when making reference to its certification / registration in communication media such as documents, brochures or advertising.
9. Do not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
10. Does not imply that the certification applies to activities and sites that are outside the scope of the certification.
11. Does 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
12. Client amends all advertising matter when the scope of certification has been reduced.

**Article 7. On-Going Surveillance**

1. An interval of periodic on-going surveillance audit shall not exceed one year (12 month) from the date of issue of Certificate as per ISO 17021-1/2/3/10 / ISO 22003 / ISO 27006 / ISO 20000-6 and Applicable Standards.
2. The audit date and fee shall be based on proposal/quotation.

**Article 8. Notification of Client's Change and Assessment for Confirming Change**

This agreement Clients shall comply with "Obligation of Registration Client" and shall have instruction to ensure that the information supplied to QEHS is kept up-to-date. Client shall notify QEHS by written request if following changes occurs in Client's management system:

- The legal, commercial, organizational status or ownership
- Organization and management (e.g. key managerial, decision-making or technical staff)
- Contact address and sites,
- Cope of operations under the certified management system, and
- Major changes to the management system and processes.

After review of the request submitted by the customer, QEHS shall determine the necessary action and inform the client after the QEHS approval.

**Article 9. Re – Certification:**

- Re-Certification will require fresh agreement on renewed quotation.
- Fresh signing of Certification agreement
- Recertification audit as per applicable procedure.
- Recertification audit shall be performed within the validity of the previous certificate.
- Recertification audit verifies overall continuing effectiveness of the customer's management system in its entirety. QEHS shall re-issue the certificate after completing re-certification program.

**Article 10. Suspension/Reducing of scope of Certification (After Granting Certification)**

In the event that Client is not complying with following, QEHS may suspend/Reduce Client's registration.

- Client did not accept on-going surveillance visit within the time agreed.
- QEHS determines that Client does not have resources or organization to satisfy with requirements of standard applied, or the certified system does not exist or the activities does not satisfy the total scope granted to them. In these cases, QEHS can reduce scope or suspend the certification.
- Client lost its confidence as a result of claims raised by interested party and social conflict.

- Client has not taken the required actions against the changes or registration system or requirements during the specified period.
- Client failed to correct the nonconformities found at on-site audit within the time agreed.
- Client failed to timely correct nonconformities, caused by misuse of certification mark, within one (1) month.
- Client didn't pay QEHS for registration activities, Auditor days and Fees structure.
- QEHS determines that Clients didn't comply with organization's obligation based on Certification Audit Contract.
- Clients used and applied the certificate (certification) to out of its coverage.
- It is proved that the information and/or material provided by Client during assessment are falsity.
- Client didn't comply with article 8 "Notification of Client's Changes and Assessment for Confirming Changes" of this contract.
- QEHS determines that Client does not comply with the agreement(s) and/or contract(s) concluded with QEHS.

**Article 11. Withdrawal of Certification (After Granting Certification)**

In the event that Client is not complying with following, QEHS may withdraw Client's registration.

- Failures to timely correct a suspension within three months.
- Client's voluntary request.
- Client discontinues the activities (manufacturing, installation, etc.) related to the scope of registration.
- The certified Client is no longer identified because of its dismantlement or communication disconnecting, etc.
- The suspension of Client's registration is more than 3 times during the term of validity of its registration.
- After receipt of QEHS request to return the Certificate(s), Client didn't return its certificate(s) to QEHS within one (1) month.

**Article 12. Withdrawal of QEHS Accreditation**

In case of withdrawal or suspension of the audit scopes by accreditation body, QEHS shall subcontract certification process to another accredited certification body.

**Article 13. Appeals, Complaints and Disputes**

If Client has appeals, complaints and disputes relating to registration assessment, certification process and/or of any other issue, Client shall submit the appeals, complaints and disputes in writing to QEHS. QEHS shall handle the appeals, complaints and disputes, submitted by Client, in accordance with QEHS procedure. The result shall be provided to Client in writing. The client has right of access to records of complaints related to him.

**Article 14. Confidentiality**

Information about Client shall not be disclosed to a third party without written consent of Client except in case where required by accreditation requirements. Even if the law requires information to be disclosed to a third party, the customer shall be informed of the information provided. All the information like complaint etc. will be treated as confidential.

In the following cases, the information can be disclosed to a third party without written consent of Client.

1. Information that QEHS already has before Client provides.
2. Information disclosed or expected to be disclosed publicly and legally.
3. Information that QEHS legally obtained from source where is no connection with Client.
4. Information required by accreditation body for its evaluation of QEHS

**Client's responsibility to maintain transparency:** Since it is the voluntary audit requested by the client it is the client's responsibility to maintain complete transparency before the auditors regarding all matters related to the scope of audit.

**Article 15. Change of Certification / Registration Requirement**

If the registration requirements are changed, following shall be processed within specified period.

1. QEHS shall inform Client about changed requirements in detail by email / Letter in a reasonable period.
2. Client shall submit documented application plan of changed requirements or its result in detail.
3. Through on-going surveillance, QEHS shall verify Client's implementation and compliance of changed system based on registration requirement changed, within 12 months.

**Article 16. Certification fees**

1. Certification fee shall be in accordance with in quotation/proposal of QEHS
2. Surveillance audit fee is charged as per quotation/proposal of QEHS
3. If the audit team decides that nonconformity, found during audit, should be verified through follow-up visit, verification audit shall be performed. In this case, the expensed will be charged as per fee rate on the time of verification audit.

4. Travel cost including accommodation raised from audits, shall be charged to Clients.
5. Cost of Interpreter used by auditor due to language barrier the cost thereof shall be charged to the client.

**Article 17. Payment**

1. When concluding this contract, Client shall pay application fee and submit application form, after approval of application form, Client have to pay the Registration fees.
2. All audit fees (initial audit, on-going surveillance, verification audit and re-assessment etc.) shall be paid by 7 days prior to its audit or during audit. In the event that the invoice is delayed, the fee shall be paid within 7 days for its receipt of the invoice.
3. Traveling expenses may be claimed separately as administrative fees or may be included with certification fees as mutually agreed.
4. Tax is extra as applicable.
5. Certificate will be issued only after settlement of all financial terms.

**Article 18. Unavoidable Reasons (Force Majeure)**

Neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this contract due to war, natural disaster, epidemic, go-slow, lockout or any other causes reasonably beyond its control.

**Article 19. Contract Interpretation and disputes settlement**

In case(s) of disputes(s) which may arise between the parties with respect to the execution, interpretation and performance of this Agreement, both parties shall do their best to settle in an amicable manner. If the lawsuit occurs, Only the courts of Delhi (India) shall have jurisdiction over all disputes, which may arise between the parties.

**Article 20. Reliability, faithfulness and mutual co-operation**

1. Both parties shall comply with articles stated in this agreement upon mutual trust. QEHS shall to its duties and Client shall give best assistance to QEHS.
2. Client shall comply with all requirements related to ISO 9001 / ISO 14001 / ISO45001 / ISO 22000 / ISO 27001 / ISO 20000-1 (which may applicable) and give assistance for special surveillance audit required by Accreditation body, if requested.
3. When Client transfers its certification/registration to another certification body, Client shall inform QEHS about its transfer and reason.

**Article 21. The Term of Contract**

The certification body shall give its certified due notice of any changes to its requirements for certification. This agreement needs to be in compliance & legally enforceable within the client scope for its multiple sites.

This agreement shall become effective upon signing and shall continue in full force and effect for a period of Three (3) years from the date signing this agreement. And the term of this contract can be extended by re-assessment and re-certificate. This can be extended by re-assessment and re-certificate. This contract can be changed and renewed by agreement between both parties if applicable.

**Article 22. Retention of contract**

IN WITNESS WHEREOF, Client and QEHS hereby execute this agreement as of the date first set forth above. The contract (duplicate) shall be kept at both sides.

**Article 23. Client status**

Clients status & logo (optional) will be displayed on website ([www.qebs.in](http://www.qebs.in)) as **Valid** (when regular certification is their), **Suspend** (when certification is suspended) **Cancelled** (when certification is withdrawn).

**Article 24. Certification of Multi-Site Organisations on a Sampling Basis****1. Purpose**

To provide an effective and cost-effective method of assessing and certifying quality systems operated by organisations with a large number of work locations.

**2. Methodology**

1. The sample should be partly selective based on the factors set out below and partly non-selective, and should result in a representative range of different sites being selected, without excluding the random element of sampling.
2. At least 25% of the sample should be selected at random.
3. Taking into account the provisions mentioned below, the remainder should be selected so that the differences among the sites selected over the period of validity of the certificate is as large as possible.
4. 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.

5. 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.

### **3. Size of Sample**

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

### **Article 25: Remote Audit**

QEHS shall use remote auditing techniques using ICT (Information and Communication Technologies) during Pandemics e.g., Covid 19, Travel restrictions, Safety Constraints, commissioning of windmill assembly of scaffold, explosive testing and other scenarios as applicable.

Client organization to accept, cooperate the gathering of information (evidences required e.g. screen shots, video recordings and relevant information) for the audit purpose and scope, QEHS keep Confidential & Secure your data, which are collected during the audit.

Client has to ensure the resources required for the effective conduct of remote audit such as video cameras, smart phones, tablets, laptops and web tools etc. as applicable.

	<b>Org. Name</b>	<b>Accepted By</b>
QEHS	<b>QEHS Management Private Limited</b>	
(I.e. Client Org. Name)		