	ACK CERTIFICATIONS PRIVATE LIMITED	Format No.	ACK-F-04
		Rev. No.	01
	Agreement Form	Date	01.07.2023

AGREEMENT FOR CERTIFICATION SERVICES

Agreement between ACK (herein referred as ACK) and _____

INTRODUCTION

ACK is a Private Limited Company, independent certification body for management systems certification. Although not a statement guaranteeing that the product or services actually meet specified requirements, accredited certification of a management system is a measure of compliance with the appropriate international standards.

1. SCOPE OF THE RULES OF REGISTRATION

These rules of registration are applicable to all management system audits (QMS) undertaken by ACK within the current scope of accreditation as detail on the accreditation board web site. In fulfilling this scope, the client agrees to supply all necessary information to ACK so that a full and fair assessment can be undertaken.

ACK 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 these regards, the registration scope can be changed.

2. PERSONNEL

ACK undertake to provide suitably qualified and competent personnel for all audit and surveillance activities using their own staff or suitable qualified and competent associates. All members of ACK (full-time employees, associates or local representatives) are required to sign confidentiality agreements concerning all confidential information to which they may be exposed.

3. APPLICATION FOR REGISTRATION

On receiving a completed Application Form/Request for Quotation (QMS), **ACK will go through all the information rendered by the client, in order to evaluate it against the FPP (Fit Proper Person) Test.** ACK or its local representative will prepare a quotation detailing audit cost which will be forwarded to the client along with a copy of this document. Acceptance of the quotation and *Certification Agreement and Rules* is shown by signing the Certification Rules and Agreement. On receipt of the signed Certification Rules and Agreement and acceptance of the quote, ACK or its local representative will issue an invoice to the client who in turn will make payment to ACK or its local representative. The audit will then be planned and carried out in accordance with ACK accredited management system processes. The agreement complies with all the sites addressed in the Application Form.

For completing the assessment **_____ Manday(s)** stage 1 and **_____ Manday(s)** stage 2 will be allocated.

4. AUDIT METHOD


The first stage of the audit requires the Auditor to conduct an on-site readiness review of the client’s management system to assess the documentation and if the implementation of the management system is at a level sufficient to progress to the Stage two audit.

When satisfied with the compliance of the documentation and system readiness the Auditor will produce a report and will agree a date with the client for the Stage 2 audit. The Stage 2 audit will then be conducted in accordance with ACK accredited management system processes. If further visits are required, due to non-compliances found, these will be undertaken and the client will be liable for any extra charges incurred. In case of any Major Non-Conformity recommendation for certification will be granted based on On-site Follow Up Audit. The audit will be carried out against agreed audit criteria. Once registration has been obtained the client will be under a duty to notify ACK of any changes that significantly affect the registration. ACK may re-audit if necessary (short notice) due to the significant changes or as a result of any complaint, or follow up on suspended clients. If any additional charges are incurred ACK reserve the right to pass these additional charges on to the client.

5. CERTIFICATION

On completion of the audit the Auditor will submit the report to the ACK Quality Manger, who will do the administrative review of file, **as well as against Fit Proper Person test of auditor, Tech. expert, Franchisees and agents,** and present the file to ACK’s Certification Committee. The Certification Committee will make the certification decision and authorize the issue of the certificate after the Technical Review of the Client File. The certificate remains the property of ACK and is valid for three years, providing the client maintains the management system to the required standard. All certification activities and the management of impartiality are overseen by an Independent Certification Board.

6. ANNUAL REGISTRATION AND SURVEILLANCE

	ACK CERTIFICATIONS PRIVATE LIMITED	Format No.	ACK-F-04
		Rev. No.	01
	Agreement Form	Date	01.07.2023

After the issue of a certificate, planned surveillance visits will be carried out by an Auditor at the client's premises at least annually in order to maintain registration. If areas of concern are identified, more visits may be carried out at the discretion of the ACK Management. The client agrees to meet the extra costs relating to any additional audits. A triennial re-certification audit is required to maintain registration. The client will notify ACK without delay of any matters incurred that may affect the capability of the management system to fulfill requirements such as:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites,
- scope of operations under the certified management system, and
- major changes to the management system and processes.
- To inform the ACK, without delay, of any significant events including, but not limited to fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority.
- To fully inform the CAB, at the time of surveillance or recertification, of any OHS related findings by third-parties.

7. EXTENSION OR REVISION TO THE SCOPE OF REGISTRATION

This may be applied for in the same way as the initial audit, indicating the increased scope/address change of registration required. The audit will be carried out in the areas not previously audited. If successful, a new certificate indicating the new scope/address change will be issued by ACK. There will be a charge for extensions to scope/address change and the re-issuing of the certificate. Should a certified scope be reduced, the client will amend all advertising matter.

8. PUBLICITY

When a certificate has been issued, the client has the right to publish the fact. The relevant logos can be used on stationery relating only to the audited scope of registration and standard. Separate logo rules will be issued by ACK at the time of registration.

Conforms to the requirements of the ACK certification body when making reference to its certification status in communication media such as the internet, brochures or advertising, or other documents.

9. CERTIFICATE MISUSE/ MISLEADING

ACK will take all necessary steps

- to ensure that there is no misuse of the logo or the certificate by the client. The client undertakes not to misuse or misrepresent the logo or the certificate in any way.
- To ensure that it does not mis represent 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,
- To ensure it does not imply that the certification applies to activities that are outside the scope of certification, and
- To ensure that it does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
- To ensure that it Does not give incorrect references to certification status or misleading use of certification documents, marks or audit reports. If found then the certification body can take action accordingly
- upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by the ACK;
- amends all advertising matter when the scope of certification has been reduced;

10. FEES


All fees for audits and annual registration are reviewed annually and are available on request. All fees paid to ACK are strictly non-refundable. Certification & Surveillance fees are payable in advance and are to maintain registration.

11. CERTIFICATE SUSPENSION OR WITHDRAWAL

Following a successful audit of a client's management system to the appropriate standards or specifications, the certificate:

may be suspended due to:

- Continued misuse of logos
- Failure to apply corrective action as a result of discrepancies found at audit or surveillance visits.
- Any other breach of ACK's Certification Agreement & Rules.
- Where there are multiple offices of a certification body or multiple sites of a client, Contract review will be as per ACK-QP-03 (CONTRACT REVIEW AND AUDIT PROGRAMMING)
 - a) If during a surveillance or renewal audit on a particular site a non-conformity is detected, for which corrective action can only be verified on that site, an additional audit shall be carried out at charge of the organization
 - b) If during regular surveillance audits non-conformities indicate that the Management System is not implemented equally at the different sites, the maintenance program shall be adapted and additional audits shall be carried out at charge of the organization

	ACK CERTIFICATIONS PRIVATE LIMITED	Format No.	ACK-F-04
		Rev. No.	01
	Agreement Form	Date	01.07.2023

- c) During every surveillance audit, the auditor shall have the opportunity to verify internal audit reports and other essential Management records from all concerned sites.
- d) If at the time of the decision-making process, any site has an open nonconformity, certification shall be denied to the whole network pending satisfactory corrective action.

- Non-Payment of Audit Fee as agreed

Or withdrawn due to:

- Failure to respond to requests made by ACK after suspension of certificate
- Failure of a client to settle a financial account
- the client's request

Following either the suspension or withdrawal of a certificate the client will discontinue its use and return the original to ACK and discontinue to claim accredited management system registration.

12. Confidentiality

The ACK shall inform the client, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by the client, shall be considered confidential.

Except as required in this part of as per requirement, information about a particular certified client or individual shall not be disclosed to a third party without the written consent of the certified client or individual concerned.

When the ACK is required by law or authorized by contractual arrangements (such as with the accreditation body) to release confidential information, the client or individual concerned shall, unless prohibited by law, be notified of the information provided.

Information about the client from sources other than the client (e.g. complainant, regulators) shall be treated as confidential, consistent with the ACK's policy.

13. APPEALS PROCEDURE

If for any reason a client disagrees with the Auditor's verdict, they are at liberty to lodge an appeal ACK's Managing Director. All appeals will be held in the presence of an Independent Certification Board sub-committee. The sub-committee will hear evidence from the client's representative and the relevant Auditor. The decision of the Independent Certification Board is final and binding on both the client and ACK. No counter claims will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal. Expenses of the appeal will be met in full by the party who has the decision against them.

14. CLIENT COMPLAINTS AGAINST ACK PERSONNEL

If a client has a complaint regarding any employee or associate of ACK, this should be sent in writing to the ACK Managing Director at the Head Office address. If the complaint involves a Managing Director, then the complaint is to be addressed to the Impartiality Committee.

15. COMPLAINTS AGAINST THE REGISTERED COMPANY

The client agrees to make available to ACK or its representative all information pertaining to complaints received by the client from customers, regulators and any other interested parties.

16. TERMS OF PAYMENT

1. Application fee has to be paid along with the application, otherwise it will not be processed further.
2. Remaining balance payment has to be made at the time of stage-2 audit otherwise certificate will not be issued.
3. Cancellation/change in Audit/surveillance dates has to be informed by the client one week before the scheduled/agreed dates otherwise will result in ACK claiming an extra levy equivalent to Auditor's man days allotted.


17. VERIFICATION OF CERTIFICATE

1. Clients should check the authenticity and validity of the certificate on ACK register (www.ackcerts.com) only as ACK has got a system to upload the certificate within 12 hours after issue of the certificate.
2. If it is not found on ACK register, the certificate shall be considered as unauthorized and shall report to ACK immediately to investigate the matter further. If found unauthorized certificate after investigation then ACK will take suitable corrective action/legal action to avoid the misuse of ACK, NABCB & IAF symbols.

18. LIABILITY

Neither ACK nor any of its employees or auditors shall be liable for any loss, expense or damage however so sustained by any company, client or person due to any act whatsoever taken by ACK or its employees or auditors, save to the extent that any attempted exclusion or liability would be contrary to law.

19. INDEMNITY

	ACK CERTIFICATIONS PRIVATE LIMITED	Format No.	ACK-F-04
		Rev. No.	01
	Agreement Form	Date	01.07.2023

The client will indemnify ACK against any claims or losses suffered by ACK as a result of misuse or misrepresentation by the client of any logo, approval or registration given to the client by ACK under these Certification Agreement & Rules. The client shall inform ACK of changes related to legal status, organizational/management, address & sites, scope, major change in management system and processes. Acceptance of this document means the Organization is ready to follow all the terms and conditions as defined in this document and Accredited Management System Process, hence this document will be considered as a legally enforceable document to deal with any misconduct.

20. ACCREDITATION BOARD WITNESSED AUDITS

It is a condition of these Certification Agreement & Rules that all ACK certified clients should, if requested, allow Accreditation Board auditors to witness ACK staff carrying out their audits. Failure to allow this could jeopardize the client's registration.

21. Notice of changes by a certification body

ACK shall give its certified clients due notice of any changes to its requirements for certification. ACK shall verify that each certified client complies with the new requirements.

22. JURISDICTION

This agreement is to be governed in all respects by Indian Law and in the event of a dispute the parties agree to submit to the jurisdiction of Lucknow Court.

The **ACK CERTIFICATIONS PRIVATE LIMITED** a certification body, having its registered offices at **3/29, VINAMRA KHAND, GOMTI NAGAR, LUCKNOW, Lucknow, Uttar Pradesh-226010, India**, hereinafter referred to as ACK, hereby agrees to

M/S _____ (Client Name) having its registered offices at (Address) _____ hereinafter referred to as the client, to certify the client's management system at _____ No. of Sites against the international standard **ISO 9001:2015** on the conditions of the above certification agreement.

ACK reserves the right to change these Certification Agreement & Rules without prior notification.

Company Name		Representative Name with Designation	
Stamp and Signature with Date			

Accepted by		ACK Representative Name with Designation	
Stamp and Signature with Date			