



Agreement for certification audit of management system

Plot No-96 Upper Ground, Vishwas Park, Uttam Nagar,
New Delhi-110059

Client's Organization and JICS hereby make this agreement as follows: -

Standard and scope of the certification audit is as follow:-

Standard	
Scope of Certification.	

1.0 Certification Process

1.1 Certification Agreement

On acceptance of the Quotation, this certification agreement is signed between JICS and the client for providing certification of the client's management system by JICS to the applicable international standard.

1.2 Stage –1 Audit & Documentation Review

JICS shall conduct a stage –1 audit at client site to verify the adequacy of documentation with respect to the requirements of the applicable standard and also to understand and gather further information on the client activities and processes including applicable statues, to plan for the stage –2 audit. The client shall satisfactorily resolve all the observations raised in document review along with other concerns / issues highlighted during the audit and the same confirmed to JICS before planning the stage –2 audit .JICS shall submit a formal report to the client.

1.3 Stage –2 Audit

JICS audit team shall visit the client's premises, as per an agreed plan, to verify effectiveness of the client's management system in meeting the requirements of the applicable ISO standard. JICS shall submit a formal report to the client.

1.4 Non-Conformity Report

If a nonconformance 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 JICS office within 20 working days from the last day of the audit. JICS 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 JICS to verify the effectiveness of action taken and accordingly to close the non-conformances.

In case of a major 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.



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In case of certification audit (fresh client) the JICS 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 JICS 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 major Non Conformity the verification of effective of corrective action is not completed within 90 days as stipulated above

1.5. JICS shall recommend certification of the client's management system, based on the following -

- (a) JICS has reviewed the audit reports and has accepted the recommendations of the audit team
 - (b) The client has submitted the correction and corrective action for the non conformities raised within the stipulated time and JICS has accepted the same
 - (c) In case of a major non-conformance, the effectiveness of correction and corrective action is verified by JICS auditors as agreed and the non-conformity either closed or downgraded to minor.
- If the client is not recommended for certification JICS shall accordingly inform the client

1.6 Issue of certificate

JICS shall issue the certificate against the applicable standard to the client only after the closure of all the nonconformances as stated in section 1.5 of this agreement. The Certificate is the property of JICS, and shall be produced to JICS as and when requested.

The certification will be valid for a period of three years from the date of approval of certification, subject to the satisfactory maintenance of the Management System as confirmed through agreed surveillance audits.

1.7 Surveillance Audit

Surveillance audits shall be conducted regularly at the client site at least once in a year to confirm that the Client's Management System continues to conform to the requirements of the standard to which it is certified. The first surveillance audit shall take place within twelve months from the last



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day of the stage –2 audit and failure to comply with this requirement will lead to suspension and subsequently withdrawal of certification.

For the non-conformity raised during the surveillance audit the conditions stipulated in section 1.5 of this agreement shall be applicable

In the case that a surveillance audit cannot be carried out because the client's operations are affected owing to factors outside its control, e.g.: employee union strike, natural calamity, etc. the case shall be presented to JICS for a decision. JICS shall submit a formal report to the client .

1.8 Re-certification Audit

The purpose of recertification audit is to confirm the continued conformity and effectiveness of the client's management system as a whole and its continued relevance and applicability for the scope of certification. The Re-Certification audit shall include site audit and shall consider the performance of management system over the period of certification and shall also include a review of previous surveillance audit reports. The recertification audit may have a stage –1 audit in situations where there have been significant changes to the management system, the client or changes to legislation.

JICS shall conduct the recertification audit at least 60 days in advance to the expiration of certification so that the client has time to implement corrective actions before the expiry of the certification For non-conformities raised during the audit, the conditions specified in section 1.5 of this agreement become applicable. JICS shall submit a formal report to the client.

1.9 Special Audit

JICS shall conduct special audits under the following conditions,

- (a) Extension to the scope of certification already granted, on the request of client. This could be clubbed with routine surveillance audit.
- (b) To investigate complaints received by JICS about the client.
- (c) Follow up audit in case of suspension or major non-conformity raised in any audit.
- (d) Changes to JICS certification requirements.

For non-conformities raised during the audit the conditions identified in section 1.5 of this agreement shall become applicable. JICS shall submit a formal report to the client.

1.10 Notice of Changes by JICS

JICS shall inform the client in advance any changes to its requirements for certification and shall subsequently verify that each client complies with this requirement. It shall necessitate a special audit in certain cases.

1.11 Notice of Changes by the client



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Client shall inform JICS, without delay, of matters that may affect the capability of management system to continue to fulfill the requirements of the standard used for certification. These may include changes related to,

- (a) The legal, commercial, organizational status or ownership,
- (b) Organization and management (e.g. changes in key managerial, decision making or technical staff)
- (c) Contact address and sites
- (d) Scope of operation under the certified management system
- (e) Major changes to the management system and processes.

OHSAS Clients

- (a) Any significant events including fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority.
- (b) Fully inform JICS, at the time of surveillance or re-certification of any OHS related findings by third –parties,
- (c) Breach of an act of parliament, or a contravention of a regulatory requirement

JICS shall review the changes and accordingly discuss with client for an early verification to ensure that the capability of the management system continues to fulfill the requirements of the applicable standard.

1.12 Maintaining Certifications

The Certification is maintained for a period of 3 years under the following conditions.

- (a) The Surveillance Audits are conducted as planned and the client has demonstrated that it continues to satisfy the requirements of the management system standard as confirmed by JICS
- (b) All the non-conformance raised during previous surveillance are closed within the time frame agreed and correction and corrective actions for the non conformities raised during the current audit are identified and accepted by JICS as per conditions specified in section 1.5 of this agreement.
- (c) The Internal Audit and the management reviews are conducted as scheduled and there are no issues pending.
- (d) The client shall maintain suitable records of customer complaints and keep the records of investigation and remedial actions taken with respect to such complaints for verification by the JICS auditors.



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1.13 Suspending, Withdrawing or reducing the scope of certification

(a) Suspension JICS shall suspend certification in cases wherein

- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
- The client does not allow surveillance and recertification audits to be conducted at the required frequencies.
- Wishful misuse of logo & reference to certification.
- Non compliance to submission of Corrective action as stated in section 2.5 of the agreement. The suspension shall be for a period of maximum six months and the suspended status of the client shall be publicly made available in the register of certified clients being maintained by JICS at its registered office. During this period the client shall discontinue the use of logo or any reference of certification in advertising matter, as directed by JICS, at the time of giving notice of suspension.

(b) Withdrawal

JICS shall withdraw the certificate under the following circumstances.

(a) Failure of the client to resolve the issues of suspension within six months shall result in withdrawal of certification

(b) Other reason like major legal complaint, company involved in malpractices, JICS loses accreditation etc.

(c) Client voluntarily requested for a withdrawal. Upon withdrawal of certification the client ceases to enjoy the certification status and shall accordingly return the certificate as Directed by JICS at the time of withdrawal notice

(c) Reduction in scope of certification

JICS shall decide to reduce the client's scope of certification by excluding the parts not meeting the requirements, when the client has persistently and seriously failed to meet the certification requirements for those parts of the scope of certification. Such exclusions shall be consistent with the certification standard.

Upon request from any party, JICS shall provide information related to the validity of a given certificate.

1.14 Certification and Use of Logo

The certificates issued by JICS remain the property of JICS and must be returned when requested. The client is authorized to use the certificate mark or its logo in advertising matter as per instruction given by JICS at the time of issuing the certificate, JICS has provision through legally enforceable arrangements require that the certified client, while using the its certification, shall ensure that it,



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- (a) Conforms to requirements of JICS when making reference to its certification status in communication media such as Internet, brochures or advertising or other documents.
- (b) Does not make or permit any misleading statement regarding its certification,
- (c) Does not use or permit the use of the certification document or any part thereof in a misleading manner,
- (d) Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by JICS
- (e) Amends all advertising matter when the scope of certification has been reduced,
- (f) Shall not use the certification information in a manner to imply that the product or service is certified. The certification mark or logo shall not be used on a product or product packaging as this could be interpreted as denoting product conformity.
- (g) Does not imply that certification applies to activities that are outside the scope of its certification,
- (h) Shall not use the certification in such a manner that would bring JICS and /or the certification system into disrepute and lose public trust
- (i) Logos shall applied on visiting cards.

1.15 Publicly Accessible Information

JICS shall make the following information publicly accessible through its web site and through documents

- The activities of JICS
- The requirements for certification including information on the audit processes and certification process for granting, maintaining, extending, renewing, reducing suspending and withdrawing certification.
- Certification status of clients through the register of certified clients maintained at JICS office
- Appeal and complaint process.

All other information shall be treated as confidential.

1.16 Obligations of the applicant / certified organization

The applicant / certified organization shall commit to fulfill continually the requirements of certification set by JICS for the Scope for which certification has been granted including adapting changes in requirements for certification as and when communicated



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- (a) When requested the applicant / certified organization shall cooperate with JICS in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification.
- (b) The applicant / certified organization shall provide access to information, documents and records as necessary for granting certification and maintaining certification
- (c) Certified organization shall allow the personnel from the accreditation body (e.g. QASL) access to their sites and shall provide access to information, documents and records when requested by JICS
- (d) The certified client shall claim certification only with respect to the scope for which certification has been granted
- (e) The certified organization shall not use its certification in such a manner as to bring JICS into disrepute
- (f) The applicant / certified organization shall pay fees as determined by JICS
- (g) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
- i) Its legal, commercial or ownership status
 - ii) The organization, top management & key personnel
 - iii) Resources and premises
 - iv) Scope of certification
 - v) Other such matters that might affect the ability of the certified organization to fulfill requirements of certification

1.17 Obligations of JICS

- (a) JICS shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the following
- i) Name and address of the certified client
 - ii) Dates of granting certification and expiry date as applicable
 - iii) Scope of certification

JICS shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments.



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2.0. GENERAL TERMS AND CONDITION

(a) Termination- The client and JICS shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to JICS all the dues up to date of termination. JICS if it so wishes, shall also charge a termination fee to be negotiated at the time of termination and this

is in addition to the dues that are payable to JICS. In no case such termination fee shall not exceed 15% of the value of the agreement. All reimbursable are payable at the end of said 30 days period.

(b) Confidentiality- JICS shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If JICS is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

(c). Force majeure - Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

(d) Law & disputes -The agreement for certification between JICS and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the Indian Arbitration Act, subject to Delhi jurisdiction. The decision of the arbitration shall be binding for the both parties.

(e) Appeals: Client shall appeal to JICS in respect of the following,

I. Non acceptance of client's application for certification

II. Granting, suspending, withdrawing or denying of certification

JICS shall deal with the appeals according to its procedure and shall be responsible for all decisions at all levels of the appeal handling process.

JICS shall acknowledge the receipt of the appeal and shall provide the client with progress reports and the outcome.

(f) Complaints: JICS shall investigate the complaint received about the client to decide what action need to be taken and the same shall be communicated to the client at an appropriate time. The identity of the complainant shall not be disclosed.

(g) Fees The fees shall be detailed in the quotation submitted by JICS. Fees are charged on the basis of applicable rates at the time of submission of the quotation. JICS may revise the fee submitted in the quotation during the Certification period. Clients shall be notified of any change in the fee.



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If any special audit is performed on the client as detailed in section 1.10 of this agreement, JICS shall charge an extra fee for such audits to cover the audit charges and other administrative costs and this shall be payable within 7 days from the date of invoice.

Cancellation of Audit shall involve re-imburement of expenses incurred by JICS, if any. JICS will not issue certificate without receiving consideration/ Quotation amount.

(h) Access to the client site : The client , at the request of JICS, shall permit access to their sites and records for JICS auditors and authorized personnel on behalf of the accreditation body to which JICS is accredited. The same shall be communicated to the client in advance.

(l) Agreement Period: This agreement comes to force on and remains in the force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

(j) Liability: JICS liability shall be limited to providing certification of the client's management system and shall not in any way be responsible for the liabilities arising out of the client's products or services.

Accreditation body visit

In case the accreditation Body Auditor , Technical Expert visiting client organization for Witnessing , verification of CAPA , Complaint Investigation or any of the matter related to Management system certification activities . The certified client shall allow the accreditation body team in their organization. In the event of Accreditation body visit planning the JICS shall notify the certified client in advance and shall take the consent in written. During the accreditation body visit JICS has ensure that the confidentiality shall be maintained as per JICS Policy.

The **JSS INTERNATIONAL CERTIFICATION SERVICES** certification body, having its registered offices at Plot No-96 Upper Ground,Vishwas Park, Uttam Nagar, New Delhi-110059 (INDIA)

Hereinafter referred to as JICS, hereby agrees to

M/S-----Client Name)
(Address) _____

Hereinafter referred to as the client, to certify the client's management system international standard ISO _____ on the conditions of the above Criteria certification agreement.

Signed by Authorized Representatives of JICS and the Client Organization



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JICS Representative		Client Representative	
Agreement date		Agreement date	
Name of Representative		Client Representative	
Designation		Designation	
Signature		Signature	
Company Seal		Company Seal	