

ISO Certification Contract Document ::: Annexure -1B: GENERAL TERMS & CONDITIONS

Contract No.:		Date		
Organization Name				
Address (Locations under Scope of Certification)				
Temporary / Additional Site under Scope of Certification				
Audit Standard(s)				
Scope of Certification				
Audit Man days				
Stage-1 Audit, If Applicable	Stage-2 / Recertification Audit	Surveillance Audit -1	Surveillance Audit -2	Total Mandays for Certification Cycle
0	0	0	0	0
Justifications, In case of Mandays has been reduced		NA		
Terms & Conditions				
1	GENERAL			
1.1	These specific terms and conditions of service (the "Specific Conditions of Certification Services") are governed by the General Conditions for Certification Services of Global Certification Services LLC.			
1.2	Global Certification Services LLC offers certification services ("Services") covering audit and certification against an appropriate recognized specification or part thereof to any person, firm, company, association, trust or government agency or authority that apply for Services ("Client").			
1.3	To achieve and preserve certification, Global Certification Services LLC Clients are required to develop and maintain their management systems in accordance with said specifications, allowing unconditional access to Global Certification Services LLC to audit or otherwise verify these management systems against said specifications.			
1.4	The certification awarded by Global Certification Services LLC covers only those services or products manufactured and/or supplied under the scope of the Client's management systems certified by Global Certification Services LLC. For certain certification schemes, amplification of the contents of this document is required. This is provided separately for the scheme concerned. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify Global Certification Services LLC from any and all defects, claims or liability arising from said products.			
1.5	The issued certification does not exempt Clients from their legal obligations in respect of the services or products in the scope of their management systems.			

1.6	Capitalized terms not otherwise defined herein shall have the meanings given to such terms by the "Conformity Assessment" vocabulary as stated in the ISO 17000 standards.
2	REQUESTS FOR CERTIFICATION:
2.1	Single-Site Offer: offer issued by Global Certification Services LLC to a Client for the Services for one site and/or location. Multi-Site Offer: offer issued by Global Certification Services LLC to a Client for the Services for two or more sites and/or locations.
2.2	The Client will be asked to supply detailed information about the size and scope of their operations subject to Global Certification Services LLC Services.
2.3	Where a Multi-Site offer is made, Global Certification Services LLC Multi-Site offer is based on the information supplied by the Client and includes the multi-site criteria of the accreditation rules according to IAF MD1 latest edition. Where any subsequent audit information supplied by the Client is found not to be accurate, Global Certification Services LLC reserves the right to amend and correct its offer and/or the Agreement accordingly to ensure the rules are complied with.
3	THE INITIAL CERTIFICATION PROCESS: The details of the Services to be provided must be agreed between the Client and Global Certification Services LLC.
3.1	STAGE 1 AUDIT: Global Certification Services LLC will undertake a readiness review to determine the preparedness of Stage 2 of the audit (understanding the requirements, collecting information of the scope of the management system, processes and location of the Client, reviewing the allocation of resources for Stage 2, planning for Stage 2, evaluating the internal audit systems).
3.2	STAGE 2 AUDIT: The Stage 2 audit shall be conducted within 60 days from the last date of the Stage 1 audit. Global Certification Services LLC will provide an audit programme prior to the commencement of the audit. The Global Certification Services LLC audit team will meet with the Client's management to discuss the details of the audit process and consider and opportunities for improvement if and when they are identified during the audit. The Global Certification Services LLC audit team will prepare and present to the Client's management a report of the audit, which will include the audit findings and the scope of certification and will seek agreement, where necessary, on the nature of any corrective actions to be taken.
3.3	CHANGES TO STAGES 1 & 2: If as result of Stage 1 Global Certification Services LLC determines that the Stage 2 arrangements (i.e. Changes in the scope, man-days, auditors, If after Stage 1 Global Certification Services LLC determines that client is not ready, Stage 1 can be repeated until it produces satisfactory result to proceed with Stage 2. When Stages 1 & 2 are planned back to back Global Certification Services LLC has the right to postpone Stage 2 at the expenses of the Client if the results of Stage 1 are not satisfactory to proceed with Stage 2.
3.4	NONCONFORMITY: Global Certification Services LLC auditors will only identify nonconformities that help Clients improve their management systems. When Major Non Conformity or Major changes occur, Global Certification Services LLC undertakes a "special follow up visit", which is charged at Global Certification Services LLC current rates. All fees to review Client's proposed actions to close Non Conformities are charged on a time basis.
3.5	ISSUANCE OF CERTIFICATION: Global Certification Services LLC will issue to the Client Certification and Reports if and when all corrective actions agreed between the Client and the audit team have been completed. Certificate will detail the standard(s)/specification(s) to which the Client has been found to be in conformance at the time of audit and the scope of the management system.
4	SCOPE AND TERMS OF PAYMENT
4.1	The scope of certification shall be as indicated in the Client's Application and Global Certification Services LLC Certification Offer.
4.2	Certification fee agreed on the part - 1 shall be paid prior to the audit and the Client shall pay all the expenses that are reasonably raised in relation to the audit.
4.3	Global Certification Services LLC shall invoice Clients on delivery of the Services. Certificate of Approval and Reports cannot be released until full payment has been received by Global Certification Services LLC
4.4	The Client shall pay each valid invoice submitted to it by Global Certification Services LLC, in full and in cleared funds, within thirty (30) days of the date of the invoice.
4.5	If the Client fails to pay Global Certification Services LLC on the due date, Global Certification Services LLC may charge interest on such sum from the due date for payment at the monthly rate of 1.5%, accruing on a daily basis and being compounded monthly until payment is made, whether before or after any judgment; and suspend all Services until payment has been made in full. The fees and any additional charges are exclusive of all applicable taxes.
4.6	If the Client postpones the audit service by a thirty (30) working days' notice, Global Certification Services LLC reserves the right to charge the full man-day fee of the audit. This sum will not be discounted from the audit fee ultimately charged when the rescheduled audit is carried out.

4.7	If the client cancels this Agreement, the client shall pay all the outstanding invoices. In addition, if the Client cancels the Agreement with less than three (3) months notice prior to the next due audit date, then the Client shall be liable for the full cost of the audit, including all audit man-day and administrative fees.
4.8	All fees are exclusive of travel and expenses and will be charged as pre-agreed at a fixed rate or at cost.
4.9	The invoice shall include as appropriate, but not restricted to, man-days (off- and on-site), Reports, Certification, Non-conformity Closure, Certificate of Approval and Accreditation Fees as well as Expense Costs.
4.10	Any service rendered beyond those set out will be charged at Global Certification Services LLC current rates.
4.11	If the client wishes to cancel the contract before Initial, Main audit, an administrative fees equivalent to 20% of the total contract value will be charged.
4.12	If the services are not opted for within 2 years period from the date of signing of the contract, the entire advance amount will be forfeited.
5	CERTIFICATION MAINTENANCE
5.1	<p>SURVEILLANCE: Global Certification Services LLC operates a surveillance audit programme to record whether the Client's certification is found to be maintained. The programme is ongoing and is agreed with the Client in the Agreement. Once Global Certification Services LLC has agreed the dates, the Client should make all necessary arrangement to maintain the agreed date. The date of the first surveillance audit following initial certification shall not be more than twelve (12) months from the Certification decision day. Non-performance of surveillance visits at interval greater than 365 days results in certificate losing its validity. It may be noted that surveillances will be conducted only when core processes, affecting the certification scope, are carried out, and that it would be the clients' responsibility to inform Global Certification Services LLC in case they are not able to run any of the core processes on the days of the audit.</p>
5.2	<p>RE-CERTIFICATION: Every three (3) years Global Certification Services LLC will review the Client's certification status and, subject to the satisfactory results from the surveillance audits and/or the re-certification audit (including all corrective actions which have been agreed between the Client and the audit team are completed), Global Certification Services LLC will re-issue the Client's certification. Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate. In order to preserve the continuity of the certification (i.e. to maintain the original approval date of certification), the recertification/reassessment audit must be completed within the validity period of the current certificate (i.e. before expiry of the current Certificate), including the time required and foreseen for completing the corrective actions on the non-conformities if found any during the re-certification audit & the recertification decision. In lieu of the same, it is recommended to complete the recertification audit at least 90-120 days prior to the current certificate validity getting over. Once completed, recertification will be reconfirmed. Notwithstanding the provisions laid down under Sections 3, 4, & 5 above, the client shall at all points of time ensure compliance with the certification requirements and any liability on account of non-conforming processes shall rest with the certified organisation.</p>
6	<p>CHANGES TO CERTIFICATION / CERTIFICATION OF MULTIPLE SITES The Client is requested to inform Global Certification Services LLC promptly of any significant changes to its product(s) or services that may impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. Change of site & contact details, changes in SOA, Changes in Food Category, additional sites, change of process, change of organizational status or ownership & key management staff, change of scope, change of number of employees, etc. are considered as changes which may affect the validity of the certification. Global Certification Services LLC will then take the appropriate action, such as conducting a special visit and/or changing the certification. Special visits can be conducted as well to investigate complaints received about the Client. Any changes to the accreditation requirements and certification procedures, processes, requirements, etc shall be communicated by Global Certification Services LLC, as and when applicable as per the transition guidelines (if applicable), through various means like newsletters, mails, websites, customer portals, direct interactions, etc. The legally enforceable arrangements shall also require that the certified client informs the Certification Body, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.</p>

7	<p>USE OF MARK</p> <p>The Client shall use the Global Certification Services LLC marks in accordance with the instructions for use that Global Certification Services LLC provides.</p> <p>There shall be no ambiguity, in the mark or accompanying text, as to what has been certified. Global Certification Services LLC mark shall not be used on a product or product packaging seen by the final consumer or in any other way that may be interpreted as denoting product conformity.</p> <p>Client shall ensure:</p> <p>7.1.Conformance to the requirements of the Global Certification Services LLC when making reference to its certification</p> <p>7.2.Current status of certification in communication media such as the internet, brochures or advertising, or other documents;</p> <p>7.3.Does not make or permit any misleading statement regarding its certification;</p> <p>7.4.Does not use or permit the use of a certification document or any part thereof in a misleading manner;</p> <p>7.5. Upon withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by Global Certification Services LLC.</p> <p>7.6.Amend all advertising matter when the scope of certification has been reduced / withdrawn;</p> <p>7.7. Does not allow reference to its management system certification to be used in such a way as to imply that the Global Certification Services LLC certifies a product (including service) or process;</p> <p>7.8.Does not imply that the certification applies to activities and sites that are outside the scope of certification;</p> <p>7.9. Does not use its certification in such a manner that would bring the Global Certification Services LLC and/or certification system into disrepute and lose public trust.</p> <p>7.10 Client is required to adhere with Global Certification Services LLC logo guidelines, failure to do so will invite action .</p>
8	<p>ACCESS TO CERTIFICATION BODY AND ACCREDITATION BODY PERSONNEL:</p> <p>The Client shall allow access to the Global Certification Services LLC auditors (incl. Observers, Trainee Auditors & Technical Experts, as applicable) as well as Accreditation Body or their representatives' to the auditable site for & during any part of the audit or surveillance process for the purpose of witnessing the Global Certification Services LLC audit team during its performance of the audit of the management system to determine conformity with the requirements of the applicable standards. The Client shall not have the right, except for Trainee Auditors, to refuse such a request either by the Accreditation Body, its representatives or Global Certification Services LLC.</p> <p>In cases where any Accreditation Body wishes to conduct 'validation visits' to the clients' site, even in absence of Global Certification Services LLC personnel, the client shall allow access to the accreditation body representatives. These visits or presence of such persons, as listed above, shall not lead to bearing of any additional costs by the client.</p>
9	<p>USE OF LOGO/SYMBOL</p> <p>Since Global Certification Services LLC is the sole proprietor of certification logo/symbol, the Client shall use the relevant logo/symbol as granted by Global Certification Services LLC. In any case, the logo/symbol shall not be used in such a manner that it implies product conformity. The Client shall comply with the Instruction regarding the use of certification logo/symbol and, in particular.</p>
10	<p>APPEALS, DISPUTES AND COMPLAINTS:</p> <p>Should the Client wish to appeal against or dispute any decision of Global Certification Services LLC, it should do so in accordance with the Global Certification Services LLC appeals procedure, available on Global Certification Services LLC website or upon request.</p> <p>Should a complaint arise about Global Certification Services LLC, such complaint shall in the first instance be made to local Global Certification Services LLC office or send a mail to info@globalcertllc.com</p>
11	<p>CONFIDENTIALITY / PUBLICLY ACCESSIBLE INFORMATION</p> <p>11.1. Global Certification Services LLC shall ensure that all the information regarding the Client obtained from the communication with the Client is treated as strictly confidential by all the staff and agents of Global Certification Services LLC except that this information becomes necessary during the audit.</p> <p>11.2. Global Certification Services LLC shall ensure that all the staff and agents comply with the conditions of the contract and confidentiality statement agreed by the Client.</p> <p>11.3. Where accreditation bodies or other governmental bodies by the law request the Client's information, Global Certification Services LLC may reveal such information of the Client's name, location, certified Standard, certification status, etc. on Global Certification Services LLC website to the extent that the Confidentiality is not damaged. Where it becomes necessary for Global Certification Services LLC to reveal more information than indicated herewith, it shall not be done without prior permission of the Client.</p> <p>11.4 Global Certification Services LLC will place following information in public domain – Client Name, Applicable Standards, scope of certification, certificate validity including status.</p>

12	<p>SUSPENSION AND WITHDRAWAL</p> <p>Global Certification Services LLC reserves the right to suspend, withdraw, reduce, extend or cancel the Certificate of Approval at any time in case of</p> <p>12.1.Failure to conduct Surveillance Audits within the stipulated time limits. 12.2.Failure to close the Non-Conformities within the time limits (90 days). 12.3.Failure to compliance with regulatory requirements. 12.4.Failure to demonstrate part of activities under the scope of certification. 12.5.Adverse feedback in the public domain. 12.6.Non-Payment of Global Certification Services LLC dues. 12.7.Misrepresentation of Global Certification Services LLC Mark.</p> <p>Global Certification Services LLC shall give a three (3) months written notice or a shorter notice as the situation may require depending upon the information available.</p> <p>If such actions are deemed necessary, the Client will be fully briefed, and will be given every possible opportunity to take corrective action before a final decision is taken on what action Global Certification Services LLC should take.</p> <p>Global Certification Services LLC reserves the right to publish any such facts (incl. those under purview of ISO 17021) in case any such action has been taken.</p>
13	<p>RIGHTS AND OBLIGATIONS</p> <p>13.1.The Client shall be treated impartially and objectively during the application process. 13.2.The Client shall be assessed impartially during initial certification, surveillance and recertification audits. 13.3.The Client shall be assessed in a professional manner. 13.4.The Client shall be assessed with a reasonable and fair price. 13.5.Global Certification Services LLC shall secure qualified and appropriate auditor resources for the certification of the Client. 13.6.Global Certification Services LLC shall conduct certification activities in an impartial and unbiased manner. 13.7.The Client shall receive services in a prompt and accurate manner. 13.8.Global Certification Services LLC shall conduct certification activities only within the scope of certification. 13.9. During the closing meeting, auditors shall explain to the Client any identified nonconformity in full detail and shall respond to any questions in a sincere manner. 13.10.Auditors shall not conduct any kind of consultation during any meetings.</p> <hr/> <p>13.11. The Client shall retain the right to request a detailed explanation for any identified nonconformity and to raise an appeal against matters, which compromise its own interests. 13.12.The Client shall retain the right to get answers for all questions within the criteria related to audit process and its products. 13.13. Global Certification Services LLC shall assess the Client’s management system(s) in compliance with the requirements applied to a operation and the scope of the management system. 13.14.The Client shall permit the auditors to access to all the information related to the audit in order to ensure effective audit process. 13.15. The Client shall inform the auditors of all the facilities, products, manufacturing processes and management system in an accurate manner. 13.16. The Client shall ensure that the auditors can conduct the audit effectively and shall pay all the expenses reasonably raised during the audit. 13.17.The Client shall take actions against any nonconformity identified by the auditors in a prompt and effective manner. 13.18.Both Parties shall comply with and implement all the contractual matters agreed arrangements. 13.19.The Client may use the certification logo/symbol. However, the Client shall comply with the Rules and Procedures. 13.20. Global Certification Services LLC shall inform the Client of any changes to the requirements of the Standard and shall verify that the Client is in conformity to the changed requirements.</p>

13.21. The Client shall inform Global Certification Services LLC, without delay, of matters that may affect the capability of the certified System (e.g. changes relating to the legal, commercial, organisational status or ownership, organization and management, contact address and sites, scope of operations under the certified System and major changes to the System and processes).

13.22. The Client shall not refer to its certification in such a manner that it is linked with or related to the approval of product or product conformity.

13.23. The Client shall operate its System in accordance with the defined arrangements and the requirements of the Standard. This shall include the capability to fulfill the requirements of the Client's policy and objectives and to demonstrate that its System is effective as well as the operation of its System.

13.24. The auditors shall retain the right to access to the records of complaints received from the Client's customers during initial certification surveillance and recertification audits.

13.25. The Client shall have the responsibility and obligation to conduct complete internal audits and management reviews at least once prior to the audit.

13.26. Global Certification Services LLC shall review, investigate, analyze and take actions against the following

13.27. Appeals and complaints received from the Client's customers and responses to them

13.28. Results of and response to the internal audits and management reviews

13.29. Progress status of objectives related to continual improvement

13.30. To the fullest extent permitted by law and except as expressly provided for in the Agreement, a person who is not a party to the Agreement shall not have any rights under or in connection with the Agreement.

13.31. Insofar as the Agreement is subject to the law of India, a person who is not a party to the Agreement shall have no rights under the Contracts Act.

ACCEPTED BY

Organization Name				
Address				
Sites/Offices under Certification				
Audit Standard(s)				
Scope of Certification				
On Behalf of	Global Certification Services LLC	On Behalf of Organization		
Date		Date		
Signature		Signature		