

# AGREEMENT FOR CERTIFICATION SERVICES

M/s \_\_\_\_\_ (hereinafter referred to as applicant) situated at \_\_\_\_\_ hereby applies to M/s. FoodCert India Pvt Ltd, Quality House, H.No:8-2-601/P/6, Road.No:10, Banjara Hills, Panchavati Colony, Hyderabad-500034, for issue of certificate management systems, at the locations listed on the Annexure-I 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 FCI 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 Each Applicant shall:

2.1.1 Inform FCI in writing of any significant changes of the applicant's management system or **any other system for which the applicant sought the services of FCI.**

2.1.2 Nominate a management representative as the point of contact with FCI

2.1.3 Make no use of the FCI marks or logos and make no statements referring registration, which could be misleading or unacceptable to FCI or on withdrawal of certificate by FCI. In-case of product certification, use the certification mark only on products it has found to comply with the requirements if applicable in the prescribed design, size and color after the completion of registration (not to prior certification).

Make claims regarding certification only respect to the scope for which certification has been granted.

2.1.4 Not to use registration as evidence of product registration, product endorsement or approval. **Only claim 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. In case of product certification in making reference to its product certification or use of marks in communication media such as documents, brochures or advertising, complies with the requirements of FCI and the scheme owners.

2.1.5 Maintain a complaint system for all customer complaints, including a system for correcting those complaints. Keeps a record of all complaints made known to the client relating to the compliance with certification requirement and to make these

- records available to FCI when requested and take appropriate action with respect such complaints and any deficiencies found in products, processes or services that effect compliance with requirements for the certification, document the actions taken. Verification by FCI is performed only when the certification scheme mandates it.
- 2.1.6 Upon successful registration, agree to have its name, location and scope of application included in FCI Directory of Registered Companies.
  - 2.1.7 Comply and maintain a management/**product certification** system in accordance with the applicable standard and related guidelines.
  - 2.1.8 Always fulfill the certification requirements including product requirement as per the scheme and changes communicated by FCI. The certified product always fulfills the product requirements. Always complies with relevant provision of certification management system and its related documents as may be applicable under the scheme.
  - 2.1.9 Makes all necessary arrangements for conduct of assessment / evaluation, including provision for examining documentation and records , and access to the relevant locations, areas and personnel for the **purpose of initial certification, surveillance, re-certification and resolution of complaints if any.**
  - 2.1.10 Upon suspension or withdrawal of its certification, discontinues use of all advertising material referencing to the registration and return certification documents as required by the certification scheme to FCI.
  - 2.1.11 To make available to FCI, when requested, the records of all complaints and corrective action taken.
  - 2.1.12 To **accommodate or** allow personnel from Accreditation bodies or personnel authorized by FCI to accompany the FoodCert India Assessors for witnessing of the assessments / observations or for any other situation as may be required by FCI.
  - 2.1.13 Not to use its certification/ product certification in such a manner that would bring FCI or certification system into disrepute and loose its public trust. Does not make any statement regarding its product certification which FCI may consider misleading or unauthorized.
  - 2.1.14 Not allow a reference to its management system certification to be used in such a way as to imply that the certification body certifies a product or process.
  - 2.1.15 Inform its client, whenever confidential information is made available to other bodies (like Accreditation Bodies or Legal Requirements)
  - 2.1.16 Shall inform FCI any changes affecting that may affect the capability of the management system or any other scheme being implemented as per the offer submitted by FCI and to continue to fulfill the requirements of standard used for certification within 30 days. (Example. Changes in legal structure, management, site, scope etc).
  - 2.1.17 Endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner.

- 2.1.18 In case of any disputes/issues, agree to go through Appeal procedure of FCI and not to file any suit or case or proceedings against the FCI **directors** or management or its personnel in any court of law.
- 2.1.19 Agree to pay all the charges as per the letter of offer and Annexure-I before the commencement of each of the activities as mentioned therein and further agree that the activity can be scheduled by FCI only on completion of the payment in advance for the respective activities.
- 2.1.20 Agree that the applicant shall ensure completion of Surveillance within the due dates as **per the scheme requirements** or within the time frame specifically informed by FCI in writing as applicable and in case of non-compliance the certificate stands suspended automatically without further notice and in such a case FCI procedures on suspension and withdrawal is applicable automatically.
- 2.1.21 Provides copies of the certification documents to others, the documents shall be reproduced in their entirety.
- 2.1.22 The applicant shall inform FCI, without delay, of matters that may affect its ability to conform to the certification requirements.
- 2.1.23 Inform FCI, without delay of matters that may affect the capability of the applicant system to continue to fulfill the requirement of the standard used to for certification. These may include changes to the legal, commercial, ownership, scope, changes to sites, Name etc., **and to provide proof of documentation to FCI for the changes**
- 2.1.24 Agree to pay all the charges as may be charged/incurred by FCI in connection with the visits of personnel from Accreditation Bodies/Scheme Owners as part of Compliance with the scheme requirements etc.
- 2.1.25 To comply and implement internal quality assurance protocol as communicated by FCI for the products under certification.**
- 2.1.26 Agree for the listing of the certification status with the scope, location, suspension/withdrawals in the public domain of the FCI including its web site.**
- 2.1.27 Submission of brand name declaration indicating the brand names, the manufacturer intends to use on products covered under the Ayush Certification Scheme with proof of the ownership of the brand name and also facilitation mechanism for any product recall in case such situation arises.**
- 2.1.28 Shall inform FCI within a week in case of any samples failing to conform to the requirement relating to the contaminants or 2 consecutive samples, from the factory or market, as determined by date of manufacture, fail to conform to the requirements of the product requirements other than contaminants;**
- 2.1.29 On receipt of suspension letter, shall suspend using Ayush certification mark on Ayush products being manufactured with immediate effect and inform FCI about the compliance immediately and to undertake a root cause analysis and identify the necessary corrective actions for resolving the same.**
- 2.1.30 While under suspension, ensure that dispatches of certified Ayush products to the market/customer are withheld until the product in stock has been reassessed for conformity to the criteria. Shall reassess the quality of the products in stock and request FCI to verify/ assess stock for conformity to the certification criteria before the dispatch of the products.**

2.1.31 Shall comply with all the procedures and requirements of FCI related to the Ayush Products Certification Scheme.

2.1.32 Agree for the additional mandays of assessment as may be required by FCI in response to the implementation of the Ayush Products Certification Scheme/complaints on the products/enforcing the compliance with the Ayush Products Certification Scheme and to pay the manday rate and other travel/stay/test charges and other incidental charges associated with the assessments to FCI within 15 days from the date of its communication. These charges are in addition to the charges already agreed for the initial/surveillance/re-registration.

2.1.33 Agree to indemnify FCI in case of any loss or liability incurred by FCI in connection with the scheme/standard implementation by the applicant.

## 2.2 FCI Shall :

2.2.1 Maintain all other 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 FCI under any law or regulatory authority or in pursuance of court order and in such a case the client will be informed about the nature of information provided **in advance**.

2.2.2 Notify the applicant of any complaints received by FCI relating to the quality of the company's products, processes and services.

2.2.3 Ensure that all assigned assessors of FCI sign an Assessor Contractual Agreement and a Confidentiality and Non-disclosure Statement.

2.2.4 Shall inform the client **at least 15 days** in advance of **any other** information it intends to place in the public domain **(other than as listed under 2.1.26)**. All other information except this and above shall be considered confidential.

2.2.5 Shall give its clients due notice of any changes to its requirements for certification and **updatation of the requirements** and shall ensure that the clients implements these requirements in a time bound manner.

2.2.6 **Information about the client from sources other than the client, shall be treated as confidential as per FCI Policy. The information will only be provided in case of direction from the regulatory authorities/courts.**

2.2.7 Information is made available to other interested bodies, FCI shall inform the applicant about this action.

### 3.0 OTHER REQUIREMENTS

- 3.1 This agreement is entered for a period of three years and shall be in force for the said period including the financial terms as agreed under this agreement or under offer letter separately issued.
- 3.2 Registration may be suspended by FCI if the applicant uses the logo, registration, or registration document improperly or non-compliance with the surveillance requirements or any other issues raised by FCI.
- 3.3 Registration may be withdrawn/cancelled 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 FCI if the registered applicant fails to meet financial obligations to a FCI or on any other grounds specifically justified by FCI.
- 3.4 FCI is allowed to conduct Surveillance/Special/followup 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.
- 3.5 Invoices issued to applicant are due and payable within 15 days. Any account not resolved within thirty (15) 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 Applicant agrees to hold FCI and its Directors, 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 FCI.
- 3.7 The offer letter submitted by FCI along with Annexure-I (Fees Structure) and any other offers submitted in connection with the scheme or standard forms part of this agreement.
- 3.8 All fees are exclusive of travel and living and other associated expenses. Agree to reimburse FCI within in 15 days from the date of invoice, the amount incurred for purchasing samples from the marked and the expenditure in connection with the testing's. Expenses are billed at actual cost.
- 3.9 In the event that a follow-up audit is required to verify corrective actions of non-conformance issued at a conformance or surveillance audit, fees will be charged

at the daily applicable assessor rate of Rs. 8,000/- (Rupees Eight thousand only) or the rate as notified by FCI.

- 3.10 Cancellations or postponements of audits, if less than thirty days prior to the audit, will be subjected to cancellation fees Rs. 5000/- (Rupees Five thousand only).
- 3.11 Applicant shall provide FCI, access to personnel, areas and reports (including complaints) for conducting the special audit if so desired by FCI and the prescribed fees will be charges accordingly to the client and client agrees to pay the charged fees as intimated by FCI.
- 3.12 The applicant undertakes to enter into such further Agreement(s) as may be required by FCI during the validity of the certificate given to the applicant.
- 3.13 All correspondence of FCI shall be in writing and shall be deemed to have been served/made when sent by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to FCI by the client in writing under FCI acknowledgement.
- 3.14 Disputes if any arising out of the terms and conditions of certification agreement between FCI and the applicant the same shall be Governed by Laws of India and subject to the jurisdiction of Competent courts located in Hyderabad, Andhra Pradesh State.

**Applicant hereby accepts and agrees with the above mentioned terms and also the offer letter. Ref : FCI\_\_\_\_\_ dated \_\_\_\_\_**

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

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

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

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

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

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**FoodCert-India**

FCI hereby accepts the above application and agrees to the terms thereof.

Authorised Signatory :

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