

Contract and Acceptance

1. ASSESSMENT

1.1 The work content and timescales for each Assessment quoted to the Client are estimates made based on information provided to MS Certification Services Pvt. Ltd (“MS CERT”) having its office at 3/23 R. K. Chatterjee Road, Kolkata-700042 by the auditee organization and henceforth called Client as per following identity”

1	Name of Client	
2	Address	
3	UAS Type	
4	Model Number	
5	Drawing number	
6	Audit Man-days	
7	Basis of calculation of Audit man-days	

1.2 Assessment

1.2.1 This agreement is legally binding between the Clients’ all sites which are included in the scope of Client’s activities.

In the process of third-party audit, the client requires to:

- a) fulfil the certification requirements including product specific requirement as specified in the document “Certification Criteria – UAS Certification Scheme” set by Quality Council of India (QCI) , the certification process described in the document “Certification Process – UAS Certification Scheme”, the applicable regulatory requirements, the requirements specified in this document, as applicable and the changes in them as communicated by MS Cert time to time;
- b) the liability on account of non-conforming product shall rest with the certified entity;
- c) the client makes all necessary arrangements for the conduct of evaluation including provision for examining documentation and access to records of initial certification, renewal if sought and resolution of complaints by assessors (SO (QCI)/NABCB), technical experts for assessments and regulator(s);
- d) make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation body assessors. Regulators or trainee evaluators);
- e) makes claims regarding certification only in respect of the scope for which certification has been granted;
- f) does not use its certification in such a manner as to bring MS Cert into disrepute and does not make any statement regarding its certification which MS Cert may consider misleading or unauthorized;
- g) upon suspension or cancellation/withdrawal of certification, discontinues its use of all advertising matter that contains any reference thereto and returns as required by the certification scheme any certification documents and takes any other measure;
- h) endeavours to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- i) if the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety
- j) in making reference to its UAS Certification Scheme in communication media such as documents, brochures or advertising, complies with the requirements of MS Cert if applicable;
- k) applies a Certification Mark to each certified UAS, or to product packaging, or on information accompanying each product, if applicable.
- l) keeps a record of all complaints and adverse incident reporting made known to the client relating to the compliance with certification requirement and to make these records available to MS Cert when requested, and
 - i) takes appropriate action with respect to such complaints and any deficiencies found in products and services that affect compliance with the requirements for certification;
 - ii) records the actions taken.
- m) The client shall inform MS Cert, without delay, of matters that may affectability to conform to the certification requirements. These shall include changes in:
 - i) the legal, commercial, organizational status or ownership,
 - ii) organization and management (e.g. key managerial, decision-making or technical staff),
 - iii) contact address and production sites/premises,
 - iv) modifications to the major inputs or other materials with potential to affect the product quality and safety; framing practices or the technology and in the internal control measures which are significant in nature.
 - v) any other information indicating that the product may no longer comply with the requirements of the UAS Certification Scheme and certification criteria.
- n) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of third-party audit,
- o) make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditor);



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2. SCOPE OF AGREEMENT

2.1 MS CERT agrees to provide services as detailed in the offer-Estimate(s) to this Agreement (here within referred to as "the Services").

2.2 In order that the MS CERT may provide the Services, the Client agrees to supply the MS CERT with all necessary information and facilities.

3. PERSONNEL

MS CERT may engage Auditors and where applicable along with technical experts/observer (e.g. witness auditor /trainee auditors); to undertake assessments on behalf of MS CERT. MSCS or Accreditation body(AB) of MSCS also reserves the right to conduct Validation visits or any scheduled or unscheduled visit as per accreditation body's or MSCS procedure at the client's premises. MS CERT or ABs of MSCS will notify the names of allocated Auditors/ technical experts/observer to the Client and will assume their acceptance, unless a written objection is received from the Client within 7 days of the notification. MS CERT shall use competent personnel for entire certification management issues.

4. FEES

4.1 The fees quoted are calculated based on the actual time spent by the MS CERT Assessors on the Assessment. Such fees are based on a working eight-hour days, excluding travelling time.

5. PAYMENT

5.1 MS CERT shall submit an Invoice on receipt of an 'ACCEPTANCE OF CONTRACT' from the Client. Payment shall be made in advance of any Assessment Visit. Service Tax is added where applicable. All fees are non-returnable.

5.2 MS CERT reserves the right to charge interest at 2% per month in respect of Invoices not paid by the due date.

6. ASSESSOR FACILITIES

The Client shall ensure that MS CERT's Assessors are provided with suitable facilities including telephone and facsimile communication, secure storage facilities for confidential data furnished to MS CERT, and secretarial assistance as and when considered necessary during audits.

7. REPORTS

MS CERT shall provide the Assessment Report to Client as per its requirement.

8. CONFIDENTIALITY

The MS CERT, its employees, auditors all are agreed to maintain all information as confidential and not to use or disclose to any third party, any information derived from the Client in connection with the Services without the consent of the Client, except to the extent that it is reasonably necessary to enable the MS CERT to carry out the Services in accordance with the terms of the Agreement.

Such obligation shall continue in full force and effect during the term of and after the termination of this Agreement provided, however, that the following shall not be subject to such restrictions;

- i) any information which was in the possession of the MS CERT prior to disclosure to the MS CERT by the Client, or
- ii) any information which is or shall lawfully become party of the public domain, or
- iii) any information which shall otherwise lawfully become available to the Client from a source independent of the Client, or
- iv) any information which otherwise may be required to be made available in respect of achieving Certification to accreditation body, scheme owners, DGCA personnel.

MS CERT reserves the right to place the assessment information like the name, relevant normative document, scope and geographical location (e.g. city and country) for each audited client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification) to scheme owner and in the public domain through websites, and other MSCERT documents /literatures.

However, all other information, except for information that is made publicly available by the client, shall be considered confidential.

9. NO INDUCEMENT

Either party shall not at any time during or after the Engagement, entice or induce or attempt to entice or induce away from the other party.

10. LIMITATION OF LIABILITY

The Liability resulting from output of Assessment shall be limited to the value of Fees last received against Assessment or Surveillance audits. The same shall apply in cases where action is taken against the MS Cert by third parties on account of advertising claims by the organization. The liability of non-performance, defects and safety issues related to the device lies with the manufacturer and the respective end-user as principal responsibility.

11. VARIATION, POSTPONEMENT OR CANCELLATION

11.1 Where the Client wishes to postpone or amend agreed Assessment Visits and provides MS CERT with less than five working days written notice of this intention, MS CERT reserves the right to charge a Variation Fee of 50% of the appropriate daily fee rate (or pro rata amount



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where no day rate has been quoted). If this is not rescheduled within three months cancellation will be deemed to have occurred on notification of the original postponement.

12. ARBITRATION

All disputes, differences or questions at any time arising between the parties as to the construing of this Agreement or as to any matter or thing arising out of this Agreement or in any way connected therewith (which cannot be settled by mutual agreement) shall be referred to the court of Kolkata, India Jurisdiction.

13. SAFETY

The Client is responsible for ensuring that people including MS CERT personnel visiting the Clients site have adequate protective equipment for the environment they are likely to enter. Where specialist training is required this is to be disclosed to MS CERT from the outset.

14. UAS PRODUCT CERTIFICATION AUDIT REQUIREMENT

14.1 Audit is being conducted provided appropriate man-days based on information provided by Auditee organization.

14.2 The Audit is being conducted against the declared and accepted Scope.

14.3 Since Audit is being conducted as a sampling manner, there may be further Scope of improvement over & above Audit findings, evidenced on the date of Audit.

14.4 The Audit Findings based on accumulated evidences are done on the date of audit only. The Client is to operate & maintain the System on all other days as per evidences on the date of Audit.

In the event of changes affecting the capability to comply with the requirements of the UAS Certification Scheme as mentioned above, or in the event of changes in the criteria, the certificate shall be processed for cancellation and the client shall agree for the same and apply afresh.

Clients shall maintain records of complaints received and their resolution and inform MS Cert of the same.

15. Use of Certificates and Certification Mark of Conformity

The Certification Mark is affixed only on transaction documents and products that are covered under the scope of the certificate. It is not allowed to use the mark on certified products.

- a) The mark may be used on stationery, such as headed letter paper and advertising brochures (not on visiting card) and only in connection with the Product Certification Standard as per the scope listed on the certificate.
- b) The mark shall not be used on flags, buildings, vehicles, packaging, directly on products nor on promotional products such as calendars, diaries, coasters, etc.

The client needs to ensure appropriate use of Certification Mark and for providing information about certification status by its clients. It also identifies the aspects that would be considered as misleading and unauthorized as relevant to the UAS Certification Scheme. It is a legal binding of the client in order to ensure compliance of UAS Certification Scheme.

MS Cert ensures that the applicants are not applying the Certification Mark on documents prior to grant of certification.

The UAS Certification Mark are not used in a way that may be likely to confuse or mislead the market. In case, as per the requirements of the UAS Certification Scheme, the certified UAS is allowed to include the Mark in off-site products, then MS Cert shall have clear procedures to ensure that the advertisement and other claims made by the manufacturer does not create an incorrect impression regarding the certification status of the other product not covered under the scope of certification.

MS Cert ensures a traceable link from its Certification Mark to the relevant certification requirements by putting the Applicable certification number along with the certification mark.

The use of its Certification Mark (see also ISO/IEC 17030), and the measures to be adopted in case of non-compliance to specified requirements with respect to use of Certification Mark, misuse, including false claims as to certification and false use of MS Cert and accreditation body marks and these shall be part of its agreement with the certified UAS manufacturer.

The procedure shall include the process steps and the actions (including penal actions as relevant), MS Cert intends to take in the event of observing misuse/misleading use of UAS product certificates and Certification Marks. The above aspects shall be part of its agreement with the certified clients.

In case MS Cert runs/offers more than one product certification schemes, then it may have a procedure specifying generic requirements common to all schemes and in line with the requirements of ISO/IEC 17065:2012 and the specific requirements as specified for UAS Certification Scheme.

MS Cert shall not incorrectly claim accredited status for certificates issued before appropriate accreditation has been granted, the accreditation body shall subsequently withdraw the recognition or its application and also can impose any other sanctions as deemed appropriate.



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Documents describing the rights and duties of the client, including requirements, when making reference to its third part audit in communication of any kind in line with the requirements in information on processes for handling complaints and appeals are available through its website www.ms-certification.org.

16. MISCELLANEOUS

If the Client is dissatisfied with the services provided, then a complaint should be made immediately in writing to the Chairman of the Governing Board of MS CERT so that suitable action can be taken. Such complaints will not affect any of the other terms and conditions herein.

OFFER
BY MS CERTIFICATION SERVICES PVT LTD

Name :

Title :

MS CERTIFICATION SERVICES PVT LTD

Signature with Seal:

Date:

ACCEPTANCE BY THE CLIENT

Name :

Title

Client :

Signature with Seal: Date: