



CONTRACT AGREEMENT FOR CERTIFICATION ASSESSMENT OF THE CLIENTS
For VISO 9001, ISO 14001, OHSAS 18001 & ISO 22000 and/or other management system certification
(Specify _____)

1. This Agreement is made on the date shown in this contract hereto between,

1.1 QACS International F.Z.C

having its registered office at: **102B, Block H1, Azman, United Arab Emirates.**

Herein after will be called QACS /Certification body, Self or represented by marketing agent

Quality Certification
A3, G.F., neelkanth apartment part-2, main burari road,
delhi-110084

AND

1.2. The Client named in the contract hereto

Scope for certification:

Herein after will be called client.

2. SCOPE OF AGREEMENT

2.1 The client organisation provide services as detailed in the Estimate(s)/quotation to this Agreement.

2.2 The client required it management system to be certified for the management system scheme marked above and has approached the QACS for the same.

2.3 In order that the QACS may provide the Services, the Client agrees to supply the QACS with all necessary information, access to facilities and allow audit/inspection of facilities as required in particular management certification scheme.

3. PERSONNEL

The QACS undertakes to provide suitably qualified and competent personnel for audit/inspection either in direct employment of the QACS own staff or by approved empaneled auditor/inspector.

4 TERMS OF PAYMENT

4.1 The charges for the services are as set out in the Estimate(s)/quotation to this agreement and client has approved the estimate(s)/ quotation.



4.2 All expenses reasonably incurred by employees of the QACS or by empanel personnel in execution of this agreement shall be born/paid by client.

4.3 The QACS reserves the right to increase the charges from time to time as per terms of agreement and as per requirement of management system certification scheme. The Company will notify the Client of its intention to vary the charges before providing services.

4.4 The Client shall be invoiced on completion of each stage the certification approval process (see attached estimate/quotation). All payment due from the Client under this agreement shall be paid to the QACS or its agent within 15 days of the date of invoice, unless otherwise stated in the estimate/quotation to this agreement. If client failed to pay the due invoices then QACS have right to take action as per certification procedure resulting in suspension or withdrawal of certification.

4.5 Following the enquiry by application form the charges in the estimated/quotation will be as accurate as possible, but we reserve the right to reasonable variations as per requirement of management system certification scheme through circumstances apparent from the initial assessment site visit.

5. CONFIDENTIALITY

The QACS, its officers, employees and agents agreed to maintain 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 QACS 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 agreement and even 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 QACS prior to disclosure to the QACS 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 QACS 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.

6. TERMINATION

This Agreement shall continue in force unless and until terminated:

6.1 By either party upon 30 days written notice to the other.

6.2 At the date of termination of this Agreement the QACS's Certificate of Approval shall immediately cease to be valid. The certificate shall be returned to the QACS and all Client documentation using the QACS Logo and logo of accreditation board shall be withdrawn.

6.3 By QACS due to non-conduction of surveillance, or due to observation of any major noncompliance observed in any special audit/inspection conducted (short notice visit or un announced visit) due to any complaint of serious nature received by QACS against the client.



7. ASSIGNMENT

Except as otherwise agreed by the parties in writing this Agreement shall not be assigned.

8. FORCE MAJEURE

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed or set out in this Agreement shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission arises from causes reasonably beyond control of such party.

9. LAW

This Agreement shall in all respects be constructed and operate as an Agreement made in Ajman or the place where QACS has marketing office and in conformity with jurisdiction as applicable and the construction of validity shall be governed by the local Laws jurisdiction only.

The soft copy (Photocopy) of agreement counter signed by QACS shall also have the same legal position as all documents are preserved in electronic archive.

10. INDEMNITY

The Client undertakes to indemnify the Company against any losses suffered or by claims made against the QACS as a result of misuse by the Client of any certification of approval for any management system certification or license granted by the Company under this agreement.

11. MANAGEMENT SYSTEM PERFORMANCE COMPLAINTS RECEIVED BY THE CLIENT

11.1 Client shall properly document all complaints and remedial actions. You shall respond to complaints adequately. Your complaints records will be kept for an adequate period appropriate to your Management System.

11.2 Client shall provide full information related to any OHS / food safety concern finding by any third party whatever so named to the auditors of QACS before audit. Failure to disclose this information will result in immediate suspension of certification status. And re audit/ or more information may be required to restore the certification status to active status. Failure of client to conduct re audit or provide information due to non compliance within the time provided by QACS will lead to termination of certification.

11.3

12. LIABILITY

In providing services, information or advice neither the QACS nor any of its officers, employees, agents warrants the accuracy of information, review, assessment, certification of advice supplied. Except as set out herein the QACS nor any of its officers, employees or agents (on behalf of each of whom the QACS has agreed this clause) shall be liable for any damage, loss of expenses, whatever sustained by any person due to an act or error of



whatsoever nature and howsoever caused of the QACS by its officers, employees or agents or due to any inaccuracies of whatsoever nature and howsoever caused in any information, review, assessment, certification of advice given in any way whatsoever by or on behalf of the QACS, even if held to an amount to breach of warranty. Nevertheless, if any person who is party to the agreement pursuant to which the QACS provides any service uses the QACS's services or relies on the information, review, assessment, certification, or advice given by of on behalf of the QACS and suffers loss damage or expense thereby which has been due to negligent act omission or by error of the QACS its officers, employees or agents or any negligent inaccuracy in information, review assessment, certification or advice given by the QACS then the QACS will pay compensation to such person for his/her proved loss up to but not exceeding the amount of the fee(if any) charged by the QACS for that particular service, information or advice. In event of already issued certificate in which QACS is unable to conduct surveillance or recertification due to changes in accreditation scope, suspension or withdrawal, QACS cannot be held liable for any refund or claims for loss as QACS already provide services for which payment has received. However QACS may provide other option of transfer to other accredited certificate.

The QACS its officers, employees or agents (on behalf of each of whom this notice is given) shall be under no liability or responsibility in negligence or otherwise howsoever to any person who is not party to this agreement in respect of information or advice expressly of implied given by the QACS or in respect of any act, omission of inaccuracy by the QACS. For any reason the liability of QACS is not more than 50% of the certification cost.

13. PUBLICITY AND PROMOTION

13.1 In order to maintain the integrity of our service, Client will not make any misleading statement concerning application or certification status and will ensure that no one connected with client gives any such misleading impression.

13.2 The client can use the QACS Logo or logo of accreditation board along with QACS logo as [per procedure for Logo use available at website](#).

13.3. in case of suspension or withdrawal of certification shall discontinue use of all material with QACS and accreditation board logo and refrain from claiming false certification status. QACS will take the legal action if client do not discontinue use of logos and continue to claim certified.

13.4 in case of scope of certification is reduced during any audit (surveillance, special audit, special visit or re-certification) then all advertising material should be suitably modify or removed.

13.5 the client organization will refrain from showing management system certification in such a way that his product (services) or process are certified.



13.6 Client will not use certification status for the activities which are outside the scope of the certification.

13.7 Client will not use certificate in such a manner that would bring certification system into disrepute and loose public confidence. If QACS found that client is using certificate in such manner then will withdraw the certification.

13.8 The client shall not refrain or disallow QACS for any special audit (short notice audit, Audit against Complaint from regulatory body) and will also allow Assessor of Accreditation board to witness the audit during Special audit/ Surveillance Audit or Certification Audit as required.

14. OWNERSHIP OF THE CERTIFICATE OF APPROVAL

14.1 The certificate and the right to use the symbol shall remain the property of the QACS and cannot be sold, lent or used as an asset of the Client.

14.2 Where the Clients business face any of the following changes-- becomes bankrupt, goes into liquidation of receivership or there is a change of management and location or there is change in managerial, technical or decision-making staff, change in the scope of operation with in certification or any other major changes. The client shall notify the QACS immediately.

14.3 The client shall inform the QACS without delay any significant events, injury to employees (Minor & Major), Any type of accident, identification of any occupational disease (Food Safety Hazards) or any legal action by a regulatory body. The client will inform the QACS immediately The QACS will take action as per clause 14.4 of this agreement. If client failed to inform the QACS but informed of such incident from any other source the certification occupational health scheme & FSMS will be terminated immediately and client is not allowed to use its certification

14.4 The QACS will consider individual circumstances and on the basis of individual circumstances may allow certification with reduced scope. In case it is found that the client Quality/environmental/occupation health & safety management system & FSMS need review due to major changes, the QACS will conduct special audit / visit to ensure Quality/environmental/occupation health & safety management system / FSMS is being maintained before allowing the valid certification status.

14.5 The QACS shall inform Client any change in the normative requirement for certification and the process revised there off. The QACS will also inform all valid clients any changes in internal processes which affect the client performance.

15. SAFETY

The Client is responsible for ensuring that people visiting the Clients site have adequate protective equipment for the environment they are likely to enter. It also include auditor/inspector visiting for audit/inspection. If come specialist training is required for auditor/inspector then this is to informed to QACS earlier so that adequate provision can be made before audit/inspection visit.



16. INSURANCE

Both the parties shall maintain third party liability insurance of a type and to a level appropriate to its business.

17. DISPUTES

Any disputes arising between the auditor, auditee and interested parties may be resolved by mutual agreement. If disputes cannot be settled by mutual agreement the client may raise a complaint to the QACS.

18. COMPLAINTS

On receipt of a complaint the QACS will process the complaint in accordance with its complaints procedure as applicable at that time.

19 APPEAL

Should the client not accept the QACS decision regarding their complaint they may appeal to the QACS governing board for a final decision and if there is in-ordinary delay then may complaint to the respective accreditation board under whose accreditation certification application is made or certification process has been initiated.

20. ARBITRATION:

All disputes, differences or questions at any time arising between the parties as to the constructing here with (which cannot be settled by mutual agreement) shall be referred to the court of Ajman UAE Jurisdiction only. In case of overseas clients court of city, where QACS has marketing or critical location, owned directly or through franchisee agreement would be jurisdiction.

Agreed & Signed by the :

FOR THE CLIENT	FOR THE QACS
Signed:	Signed:
Title: Director/partner/Proprietor/ Authorised signatory	Title:
Date:	Date:
Stamp of client organization	QACS Stamp