



## **Terms & Conditions of Business (Certification Agreement)**

This Certification Agreement is made effective for all purposes and in all respects as of this \_\_\_\_ day of \_\_\_\_, \_\_\_\_, by and between CDG Certification Ltd. (Hereinafter known as "CDG") & M/s \_\_\_\_\_, (hereinafter known as "Client") who shall collectively be known herein as "the Parties".

### **1. INTRODUCTION**

1.1. CDG registered firms scheme enables organisations whose management systems comply with the requirements of ISO 9001:2008, ISO 14001:2004 or other standards or schemes to be registered by CDG and to display the CDG registered firm symbol along with accreditation symbol (where ever applicable) in accordance with the guidelines on how to display the registered firm symbol (form CDG049) which forms part of these conditions.

1.2. The conditions of business herein and this introduction are understood and agreed to apply to all locations of whatever description from which CDG performs certification activities including any locations outside of India. These conditions are agreed to apply to all clients of CDG and are legally binding.

### **2. THE STAGES OF CERTIFICATION**

#### **2.1. Enquiry**

Upon enquiry, CDG will provide you with a quotation for the certification services you require. The quotation shall usually be based upon the number of your employees and the complexity of operations. (Variations may occur according to the complexity of operations)

**2.2. Application.** As acceptance of our quote you will be required to sign these terms & conditions and return them to CDG (you are advised to retain a copy for your records). This confirms your acceptance and agreement with these terms and conditions. Additional information or clarification is available upon request.

#### **2.3 CDG's requirements for prospective clients:**

- to comply with certification requirements,
- to 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 initial certification, surveillance, recertification and resolution of complaints
- to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors or trainee auditors);

#### **2.4. Assessment**

In order to verify the validity of your management system/s against the requirements of ISO 9001 2008, ISO 14001 2004 or other standards or schemes, you are required to:

- Provide CDG with or allow us access to documentation and any other information including any associated records. We shall also require access to all areas to enable us to perform accurate, proper and correct certification activities.
- Inform us immediately of any changes that have occurred from the original quotation as any additional work involved may incur additional charges.
- Complete a full internal audit and management review of your management systems ensuring they meet the requirements of the relevant management systems standards or schemes for which we are providing certification services.
- Provide the objective evidence necessary to confirm compliance with the relevant management systems standard or scheme for which we are providing certification services.
- Settle all accounts with CDG upon request and in accordance with any terms of payment as issued by us to you.
- Identify your management representative and make him / her known to us.

There will be 2 stages of audit Stage-I and Stage-II. CDG will proceed for stage-II audit only after successful completion of stage-I audit. If there is any NC in stage-I audit that should be successfully rectified (closed) before stage-II audit. Certification decision will be taken after successful stage-II audit. If there is any non-conformity found during stage-II audit that should be rectified (closed). After successful closer of stage-II NC's certification decision process will be initiated. If there are circumstances where major non-conformities are found CDG may decide for re-audit. In the case of re-audit client will have to pay for extra audit man-days (as applicable). For detailed certification procedure refer "Assessment and Certification Procedure QP-02" which is publically accessible on our website [www.cdgcertification.com](http://www.cdgcertification.com)

#### **2.5. Certificate issuance**

It is client's responsibility to satisfy the requirements of the relevant management systems standards or schemes to which CDG is providing certification services. CDG will verify this and agree an accurate scope of certification with client and the locations where certification will be provided. CDG will issue the certificate only if client meets the requirements of standard (against which certification is desired). Certificate will not be issued If there are any doubts whatsoever about client's compliance with the requirements of the management system standards or schemes (for which client has applied). CDG reserves right to refuse certification or cancel the certification process if client does not meet / willing to meet the requirements of standard at all.

#### **2.6. Continuing assessment**

You are required to inform us in writing or by email in the first instance should your fitness as a certified organisation be in doubt, if at any time you do not comply with the requirements of the management system standard or scheme for which we are providing certification services, if there have been any changes to your operational ability which may affect the scope of certification. CDG shall carry out 'on site' assessments at periods as defined in your quotation to verify your ability to continually meet the requirements of the management systems standards or schemes for which we are providing certification services. In all cases the minimum frequency for continual assessment visits shall be at least once per annum. We reserve the right the increase / decrease continual assessment visits at our discretion. We shall notify you in advance of any visits and issue you with an audit plan/ agenda. On the anniversary of the third year of certification we shall carry out triennial review of your management system. We reserve the right to carry out short notice additional audits in the case of receiving complaints about you, changes you have made which may affect certification and in the case of your certification being suspended, we will re audit you prior to reinstating your certification. CDG reserve the right to refuse to issue a certificate.

CDG048 Issue 03 Rev.02 22.08.13

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### **3. RULE FOR USE OF LOGO**

Client will have to follow CDG's rules for "Use of the Certification Mark" (doc. No. CDG049) which is publically accessible on our website [www.cdgcertification.com](http://www.cdgcertification.com). Client will also have to follow logo rules of accreditation board(s) by CDG is accredited. Failure to this may lead to cancellation of certification procedure.

### **4. NOTICE OF CHANGE BY CDG**

CDG give its certified clients due notice of any changes to its requirements for certification. CDG verify that each certified client complies with the new requirements.

### **5. NOTICE OF CHANGE BY CLIENT**

CDG ensure that the certified client informs CDG, without delay, of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. Changes relating to:

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites
- scope of operations under the certified management system
- major changes to the management system and processes

### **6. IMPARTIALITY**

CDG shall provide certification services which are impartial. We recognise the importance of impartiality in maintaining the integrity of the audit process and as such have systems in place to manage and control any conflict of interests which may arise. We shall analysis and minimize such threats. Any threats to the impartiality of CDG shall be made available to its Committee for impartiality for investigation.

### **7. OBSERVERS**

From time to time we may have our competence tested by others. This may take the form of third parties observing us whilst we perform audits. We will on all occasions inform you beforehand. If such a visit is unacceptable to you, you are requested to inform us in sufficient time to allow us to make alternative arrangements.

### **8. CONFIDENTIALITY**

CDG staff, auditors and any agents are bound by confidentiality agreements and as such are legally obliged not to disclose any information connected with your business to any third party unless required to do so by law. Company Name: .....

### **9. PUBLICITY AND PROMOTION**

8.1. You agree to not make any misleading statements regarding your application or certification status. You shall not allow your certification status to imply or lead anyone to think it is a certification of a product. You shall not allow certification marks, badges or logo's be placed on a product or on product packaging. You must not allow your certification to be applied to or to imply that any areas except those within the scope of certification to which we have provided certification services are certified. You must comply with the instructions issued to you when making reference to your certification status in the media and in particular the requirements for the display of certification logo have and badges. You must not bring CDG into disrepute or loose public trust in the certification system. Upon suspension or withdrawal of its certification, client has to discontinue the use of all advertising matter that contains a reference to certification, as directed by CDG. Client needs to amends all advertising matter when the scope of certification has been reduced.

### **10. PAYMENTS**

Fees for assessment are non refundable. Fees for initial audits shall be sought prior to any on site activities taking place wherever possible. All other fees are due following each assessment. All fees are subject to the relevant and applicable local and national taxes. Any agents or individuals other than those directly employed by CDG shall be responsible for payment of their own taxes. Details of assessment charges and associated man-day requirements will be made available upon request.

### **11. CDG REGISTRATION**

All granted certificates and the right to use those certificates and symbols remain the property of CDG who retain sole rights for the use of any certification marks, badges or symbols issued by them. Certificates, badges or symbols cannot be sold, rented, borrowed, leased, or used as an asset by the certified client. In the event of a change of registered name, company takeover, amalgamation or any other corporate changes that could affect certification, CDG must be informed in the first instance in order that the correct arrangement may be made.

### **12. SAFETY**

It is your responsibility to inform CDG of any safety arrangement including the use of any personal protective equipment (PPE) that may be required when we visit your site / premises. You are responsible for our safety whilst on your sites. It is your responsibility to inform us of any special on site conditions or equipment required (which you shall provide) in order for us to carry out certification activities on your site. We reserve the right to cancel a certification activity if the safety of auditors or others acting on behalf of CDG is at risk. In such circumstances you shall be liable for all applicable fees. Client's printing material does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.

### **13. INDEMNITY & LIABILITY**

CDG and you shall indemnify each respective party against the other for any damages or costs arising from any acts or omissions. Neither party shall be liable to the other in any respect in relation to indirect, consequential nor did economic losses occur during the normal course of events. In any event liabilities against CDG shall be limited to the charges paid by the client for 1 day not withstanding any other costs.

### **14. INSURANCE**

CDG048 Issue 03 Rev.02 22.08.13

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CDG maintains adequate indemnity and liability insurances appropriate to our activities. It is your responsibility to ensure you hold current and relevant insurances in relation to your activities in accordance with the law, good practice, standards and relevant schemes.

**15. LAW**  
Changes to these conditions may be made from time to time by CDG.. We will give reasonable notice in the event of any changes taking place. These conditions are subject to the law of Judiciary of Delhi, India. Any disputes must be resolved in accordance with such laws. We both agree to resolve any dispute between us. You may use our appeals procedure. Either of us will only resort to legal action as a last resort and after exhausting all other avenues.

**16. COMPLAINTS, DISPUTES & APPEALS**  
CDG maintains a transparent complaints and appeal process. Any complaints, disputes or appeals shall be dealt with fairly and impartial. A Committee for impartiality exists which may be Referred to for the resolution of any unresolved issues. Complaints and appeals processes are available at our website.

**17. APPEALS**  
If you are unsatisfied with a decision made by us or a member of our staff then you may make an appeal against the decision. QP-03 defines the appeals and compliant procedure. All appeals must be made in writing and shall be addressed to the Certification Manager of CDG. The letter must describe fully the reasons why you feel that the decision is incorrect. You will be informed in writing who is handling your appeal at any stage. You may object to the person(s) handling your appeal in writing detailing the reasons for your objections. All appeals will be investigated initially by one of our managers, independent from the decision which you are appealing against. The investigation may require us visiting you to obtain additional information, evidence or to reassess specific areas. Where the appeal does not find in your favour you may be liable for payment of additional visits carried out.

A written response will be received by you once the investigation is complete detailing the findings and decision. Where the appeal does not rule in your favour a fee will be charged for any re-assessments carried out during the investigation. If you are still dissatisfied with the findings of the appeal then a second level of appeal is provided to the Governing Board. All such appeals shall be made in writing and addressed to the Chairman of the Governing Board. You will be informed in writing of the findings of this investigation and the authorised teams' decision. All decisions of the authorized team of CDG are final. All appeals against decisions must be received within 30 days of the decision being made.

**18. COMPLAINTS**  
You must keep a register of all written and verbal complaints. The register shall include records or provide traceability to records of the complainant, the complaint, the investigation, the remedial action taken and the effectiveness of the action. QP-03 defines the appeals and compliant procedure.

If we receive complaints about you from third parties we will, depending on the severity or quantity, carry out an investigation at your next scheduled surveillance visit or authorise a special visit to carry out a more immediate investigation. We will keep any information gained during these investigations confidential (see section 17) but where problems are found during our investigation we reserve the right to carry out any of the necessary actions including those described in section 13 of these Regulations. CDG welcome feedback on its staff and activities if you have any concerns, complaints or suggestions for improvement please write or contact us immediately so that we may investigate the matter and implement the necessary actions.

**19. RIGHTS & DUTIES OF CLIENT**  
Client has right to complain and appeal. Client's duties are as per this document.

**20. ACCESS**  
You must provide us access during normal working hours to all areas, sites, documentation, employees, records, suppliers and customers. This access must also extend to representatives of CDG. Where reasonable access is not supplied we reserve the right to carry out any of the actions described in sections 11 and 13 of these Regulations.

**21. TERMINATION**  
21.1. CDG reserves the right to terminate certification at any time should you fail to comply with these conditions or have acted in a way to bring your certification or CDG or the certification process into disrepute and have failed to rectify this breach.

21.2. CDG can also terminate this contract for any reason by giving you 30 days notice of termination in writing.

21.3. You may terminate this contract at any time by giving CDG at least 30 days notice prior to any due certification activities taking place in writing. Upon termination you must immediately cease to use the certificates issued to you and all logo's, badges and symbols in their entirety including any advertising matter. If you cancel or terminate your certification less than 30 days prior to any planned or scheduled certification activity you shall be liable for the payment of the fee.

21.4 CDG reserves right to cancel the certification process if client does not make the complete payment before issuance of certificate (as per schedule agreed).

**22. AGREEMENT**  
We agree to these Terms and Conditions of this agreement and confirm that we have read and understand them and that the persons who signatures appear below are authorised to sign this Agreement on behalf of the client and CDG. We accept this is a legally binding agreement. Agreement will be signed by owner/ director/ top management of the client organization and client manager of CDG Certification Ltd.

**23. QUOTATION**  
Both CDG & Client has agreed on following financial quotation.

ISO 9001 2008     ISO 14001 2004     ISO 22000 2005     Other \_\_\_\_\_

**Financial Quotation**

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Location of Audit:		
No. of Sites to be covered:		
<b>Initial assessment fees</b>		<b>Annual surveillance fees</b>
Stage 1 man day (s):	Stage 2 man day (s):	Number of days per surveillance:
Total number of man day (s):		Fee Per man days :
Fee per man day :		1 <sup>st</sup> Surveillance Fee:
Any other additional fees :		2 <sup>nd</sup> Surveillance Fee:
<b>Total Initial Certification Fee :</b>		<b>Total Surveillance Fee:</b>
<b>TOTAL FEE (for 3 years):</b>		

**Please Note:**

- Fee is exclusive of travel and any other cost associated with certification process, any such cost will be charged extra (separate from above mentioned quotation). Please note local taxes may also apply.
- Certification fee once paid will not be refundable under any circumstances.
- CDG reserves right to refuse certification in the case of violation of norms (ISO norms/ Accreditation Board norms / Requirements of Certification Standard / Requirements of Certification Process of CDG). In any such event fee will not be refundable.
- All fees are payable upon request to CDG. Additional charges may be incurred in certain circumstances such as :
  - Termination or cancellation of a certificate or audit later than 30 days prior to an agreed date
  - Additional time requirements not made known to CDG at the time of quotation
  - Change in circumstances resulting in additional costs being incurred by CDG

I confirm acceptance of this quotation and CDG terms and conditions of business. I agree to pay all the fees set out in this quotation regardless of whether or not certification is granted. I have read and understand and agree to comply with CDG terms and conditions of business.

Company name: .....Client company representative: ..... Signature of the authorised client company representative: ..... CDG Certification Limited representative: ..... Signature of CDG Certification Limited representative: ..... Date of this agreement: .....
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This quotation is valid for 60 days from the date of issue.