



ICM Certification Pvt. Ltd.

Certification Audit Contract

Issue Date: Sep 2021

ICMC-Annex D

Vol. 0.01

Issue by: ICMC

ICM Certification Pvt. Ltd.

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Issue Date: Sep 2021	ICMC-Annex D	Vol. 0.01	Issue by: ICMC
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This agreement is made on _____ by and between _____ (hereinafter called Client) ICM Certification Pvt. Ltd. (hereinafter called ICM) for certification audit as follows:

Article 1. Purpose of contract

The purpose of the contract is to arrange and observe all necessary rights and duties to each of them in performing certification audit applied by client.

Article 2. Registration Scope

"Client shall have documented quality management system that meets applicable standard or other normative documents. ICM assesses and certifies Client's management system according to the standard and scope applied by client. The registration scope shall be limited to the product, services and other activities assessed actually. In this regards, the registration scope can be changed. The scope shall be verified by the auditors and discuss & decide with the management of the auditee company. "

Article 3. Certification Audit

"1. Certification audit of client's management system shall be performed on the basis of the requirement of applicable standards.

2. Document review records of the client's system documents (manual, procedure, guides etc.) and relevant records (internal audit reports, management review meeting etc.) shall be performed prior to on-site audit. This document audit review is for examining client's organization, policy and work process and verifying whether they meet the requirements of applicable standards or not.

3. Pre- audit can be performed upon client's request. This pre-audit is not to determine registration, but to evaluate the conformity of the management system.

4. On-site audit is performed upon client's site to verify if its activities are implemented according to documents system. If nonconformities are found during on-site audit, ICM shall issue NCR (Nonconformity Report)

5. if any non-conformity is found during on-site audit, ICM shall verify that corrective actions taken are applicable through document review or follow up visit. If corrective actions are taken by the client are workable, the certificate can be granted.

6. ICM shall issue the recommendation for certification letter to the client, and then certificate will be issued.



ICM Certification Pvt. Ltd.

Certification Audit Contract

Issue Date: Sep 2021	ICMC-Annex D	Vol. 0.01	Issue by: ICMC
----------------------	--------------	-----------	----------------

7. The client agrees to allow NA auditors for the purpose of witness audit. 8. The client agrees to allow the auditors (ICM & NA) to access the all records except accounts, specially the records of complaints received and the action taken on the same. If the action taken is not as per the requirement of international standard of quality management system (ISO 9001:2015) then nonconformance will be raised, and subsequently reviewed in follow-up or surveillance audit."

Article 4. Confirmation of registration Scope

"Audit team and client should discuss certification standard, certification Scope and address of sites with each other.

Article 5. Issuing Certificate

ICM shall review the result of corrective action(s) submitted by the client prior to granting its certificate. If the corrective action(s) are acceptable to ICM, the certificate may be issued. The date of issue shall be the same as the date of audit. Article 6. Use of ICM logo and accreditation mark "Client shall:

1. Always comply with the relevant provision of the certificate/registration program.
2. Make all necessary arrangements for the conduct of the assessment, including provision for examining documentation and the access to all areas, records (including internal audit report) and personnel for the purpose of assessment, surveillance, re-assessment and resolution of complaints.
3. Only claims that it's certified/ registered with respect to those activities for which it has been granted certification/ registration.
4. Do not use the certification / registration in such a manner as to bring the certification/ registration. Body into disrepute, and does not make any statement regarding its certification/ registration which the certification/ registration body may consider misleading or unauthorized.
5. Discontinue use of all advertising matter that contains any reference to its certification/ registration in case of suspension or withdrawal of its certification/ registration (however denied) and returns any certification/ registration documents as required by the ICM.
6. Use certification/ registration only to indicate that the management system certified is in conformity with specified standards or other normative documents, and does not use the certification/ registration mark to imply that a product or services are approved by the certification/ registration body. 7. Ensure that no certification/ registration document, mark or



ICM Certification Pvt. Ltd.

Certification Audit Contract

Issue Date: Sep 2021	ICMC-Annex D	Vol. 0.01	Issue by: ICMC
----------------------	--------------	-----------	----------------

report, or any part thereof, is used in a misleading manner. 8. Comply with the requirement of the certification/registration body, when making reference to its certification/ registration in communication media such as documents, brochures or advertising."

Article 7. On-Going Surveillance

1. An interval of periodic on-going surveillance shall be based on the auditors comment in the report; the maximum gap between two audits shall not be more then one year.
2. the auditor day shall be based on IAF Guide line.

Article 8. Notification of the client's change and assessment for conforming change

Client shall comply with "obligation of registration client" and shall have procedures to ensure that the ICM shall be kept up to date. Client shall notify ICM by written request if any major changes occur in client management system. After review the request submitted by the client, ICM shall determine the necessary action and inform the client after the committee approval.

Article 9. Re-assessment Re-assessment

shall be based on three years or less and may be without application procedure. Reassessment program verifies overall continuing effectiveness of the client's management system in its entirety. ICM shall re-issue the certificate after completing re-assessment program.

Article 10. Withdrawal of ICM accreditation

In case of withdrawal or suspension of the audit scopes by accreditation body as the result of ICM fault, ICM shall request the subcontracted (entrusted) body to assess on behalf on ICM for maintaining client's certification.

Article 11 . Suspension of certification (After Granting Certification)

In the event that client is not complying with following, ICM may suspend client's registration.

1. Client did not accept on –going surveillance visit within the time agreed.
2. ICM determines that clients dies not have resources or organization to satisfy with requirements of standard applied, or the certified system does not exist.
3. Client lost its confidence as result of claims raised by interested party and social conflict.



ICM Certification Pvt. Ltd.

Certification Audit Contract

Issue Date: Sep 2021	ICMC-Annex D	Vol. 0.01	Issue by: ICMC
----------------------	--------------	-----------	----------------

4. Client has not taken the required actions against the changes or registration system or requirements during the specified period.
5. Client failed to correct the nonconformities found at on-site audit within the time agreed.
6. Client failed to timely correct nonconformities, caused by misuse of certification mark, within on (1) month.
7. Client didn't opt ICM for registration activities set in ICM published auditor days and fees structure.
8. ICM determines that clients didn't comply with organizations obligation based on certification audit contract.
9. Clients used and applied the certificate (certification) to out of its coverage.
10. it is proved that the information and /or material provided by client during assessment are falsity.
11. Client didn't comply with article 8 "Notification of client's change and assessment for confirming changes" of this contract.
12. ICM determines that client does not comply with the agreement (s) and /or contract (s) concluded with ICM.

Article 12. Withdrawal of certification (After Granting Certification)

"In the event that client is not complying with following. ICM may withdraw client's registration.

1. Failures to timely correct a suspension within three months.
2. Client's request.
3. Client discontinues the activities (manufacturing, installation, etc.) related to the scope of registration.
4. The certified client is no longer identified because of its dismantlement or communication disconnecting etc.
5. The suspension of client's registration is more than 3 times during the term of validity of its registration.



ICM Certification Pvt. Ltd.

Certification Audit Contract

Issue Date: Sep 2021	ICMC-Annex D	Vol. 0.01	Issue by: ICMC
----------------------	--------------	-----------	----------------

7. After receipt of ICM request to return the certificate(s), client didn't return its certificate to ICM with in one month.

Article 13. Appeals, Complaints and Disputes

If client has appeals, complaints and disputes relating to registration assessment, certification process and/ or of any other issue, client shall submit the appeals, complaints and disputes inn writing to ICM. ICM shall handle the appeals, complaints and disputes submitted by the client, in accordance with ICM procedure. The result shall be provided to client in writing. The client has right to access to records of complaints related to him.

Article 14. Confidentiality

Information about client shall not be disclosed to a third party with out written consent of client except in case where required by accreditation requirements. Even if the law requires information to be disclosed to a third party, the client shall be informed of the information provided. In the following cases, the information can be disclosed to a third party with out written consent of client.

1. Information that ICM already has before client provides.
2. Information disclosed or expected to be disclosed publicly and legally.
3. Information that ICM legally obtained from source where is no connection with client.
3. Information required by accreditation body for its evaluation of ICM. "

Article 15. Change of Certification/ registration requirement

"If the registration requirements are changed, following shall be processed with in specified period.

1. ICM shall inform client about changed requirements in detail by electronic media/ news letter in a reasonable period.
2. Client shall submit documented application plan of changed requirements ot its result in detail.
3. Through on-going surveillance. ICM shall verify client's implementation and compliance of changed system based on registration requirement changed, with in 12 months."



ICM Certification Pvt. Ltd.

Certification Audit Contract

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ICMC-Annex D

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Article 16. Certification Fee

1. Certification fee shall be in accordance with the quotation of ICM.
2. Surveillance audit fee is charged as per audit fee rate when it is performed
3. if the audit team decides that nonconformity, found during audit, should be verified through follow-up visit, verification audit shall be performed. In case, the expense will be charged as per fee rate on the time of verification audit.
4. Travel cost including accommodation raised from audit, shall be charged to clients."

Article 17. Payment

1. When concluding this contract, client shall pay application fee and submit application for registration, after approval of application for registration, client have to pay the registration fee.
2. All audit fees (initial audit, on-going surveillance, certification audit and re-assessment etc.) shall be paid 7 days prior to the audit. The event that the invoice is delayed, the fee shall be paid with in 7 days for its receipt of the invoice. 3. Service tax shall be paid extra as applicable.

Article 18. Unavoidable Reasons

Neither party shall be liable to the other party for non performance or delay in performance of any of its obligations under this contract due to war, natural disaster, epidemic, go-slow, lockout or any other causes reasonably beyond its control.

Article 19. Contract interpretation and disputes settlement

In case of dispute which may arise between the parties with respect to the execution, interpretation and performance of this agreement, both parties shall do their best to settle in an amicable manner. If the law suit occurs, the courts of Delhi (India) shall have jurisdiction over all disputes, which may arise between the parties Article



ICM Certification Pvt. Ltd.

Certification Audit Contract

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ICMC-Annex D

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20. Reliability, faithfulness and mutual co-operation

1. Both parties shall comply with articles stated in this agreement upon mutual trust. ICM shall do its duties and client shall give assistance to ICM.
2. Client shall comply with all laws related to QMS certification and give assistance for special surveillance audit required by accreditation body, if requested.
2. When client transfers its certification/ registration to another certification body. Client shall inform ICM about its transfer and reason.

Article 21. the term of contract

This agreement shall become in force upon signing and shall continue in full force and effect for a period of three years from the date of certification. The term of this contract can be extended by reassessment and re-certificate. This contract may be changed and renewed by agreement between both parties if applicable.

Article 22. Retention of contract

In witness thereof, client and ICM hereby execute this agreement as of the date first set above. The contract (duplicate) shall be kept at both sides.

Authorized Signatory

Date:-

ICM Certification (P) Limited

