 <b>Auriga Research Pvt. Ltd</b> <b>(Certification Division)</b>		
Prepared by: Quality Manager	Doc No: ARPL-F-43	Issue no. 01, Revision no.01
Approval by: Managing Director	Certification Agreement	Page 1 of 3
		Date: 09 Sept. 2020

This Certification Agreement (“Agreement”) is made by and between Auriga Research Private Limited (Certification Division) identified in the Service Agreement as “ARPL (Certification Division)” and **Client Name** \_\_\_\_\_ **on Date** \_\_\_\_\_

## ARTICLE I - Audit Process

1.1 Sites and Standards. The Client hereby retains ARPL (Certification Division) to evaluate the Client’s system(s)/program(s) at specified sites of the Client (“Sites”) that contract with ARPL (Certification Division) for Certification Services to specified standard(s) and/or other normative document(s) (“Standard”). The Service Agreement accepted by the Client specifies the scope of the certification provided in accordance with this Agreement, including Sites and Standards.

1.2 Client Information. The Client acknowledges that ARPL (Certification Division)’s audit will require the Client to provide ARPL (Certification Division), either orally or in writing, with complete, accurate, and the most current information and documentation concerning the system(s)/program(s) to be certified. The Client agrees to promptly provide to ARPL (Certification Division) all applicable documents, policies, procedures, manuals, and other information. If the Client intends to withhold from ARPL (Certification Division) certain data, documents or other information on the basis of legal privilege (e.g., attorney-client) or other proprietary information (e.g., trade secret), ARPL (Certification Division) may not be able to grant certification unless ARPL (Certification Division) and the Client agree on how to address this issue.


1.3 Client Assistance. The Client further acknowledges that the audit process will require on-site evaluation by ARPL (Certification Division)’s qualified auditor personnel (“Auditors”), whether permanent employees or contract personnel. The Client also agrees to permit all such evaluation of each Site during the Client’s regular business hours. The audits may also be attended by representatives of ARPL (Certification Division)’s management and ARPL (Certification Division)’s Accreditors and other Sector Authority Organizations. During each on-site visit, the Client shall make available key management and other personnel to guide the Auditors through the Facility and to explain the operation of the Facility and its system(s)/program(s). In addition, prior to or at the commencement of any site visit, the Client shall fully brief the Auditors on all health and safety procedures, as well as restrictions, which must be adhered to while in the Client’s Facility.

1.4 Audit process. Details regarding ARPL (Certification Division)’s audit process are available on ARPL (Certification Division)’s website. This can be accessed at: <http://www.aurigaresearch.com/certificate-division/>

1.5 Not a Compliance Audit. The Client understands that the audit is not a legal/regulatory compliance audit, and, therefore, ARPL (Certification Division) shall have no obligation to review the Client’s processes and Sites to determine whether the same comply with or violate any legal and/or regulatory requirements. In the event that an Auditor observes a breach of any legal and/or regulatory requirements, related to the scope of certification, the Auditor will formally report this observation directly to the Client. The Client shall take appropriate action, reporting as necessary to the appropriate regulatory body. Once the Auditor has reported the observation to the Client, ARPL (Certification Division) and the Auditor relinquish any further responsibility or independent duty to report directly to the regulatory body. The Client’s response to this activity will be followed up by the Auditor during the next visit to verify the Client’s continued conformity with the Standard.

## ARTICLE 2 - Certification, Use of Marks and Subsequent Audits

2.1 Certification and Limited License to Use Certification Mark. Upon completion of the Certification Audit and ARPL (Certification Division)’s determination that the system(s)/program(s) meets applicable Requirements, ARPL (Certification Division) shall list and register the Client as having certified system(s)/program(s). Once the certification has been granted, ARPL (Certification Division) agrees that the Client shall have a limited right to use the designated ARPL (Certification Division) certification mark(s), as well as the Accreditor’s mark (“Certification Marks”), where permitted, for the purpose of identifying the Client’s system(s)/program(s) as certified. All Certification Marks shall be used in the manner and subject to the restrictions set forth in ARPL (Certification Division)’s Requirements. Use of Certificates and Certification and Accreditations Marks posted on ARPL (Certification Division)’s website at <http://www.aurigaresearch.com/certificate-division/>. ARPL (Certification Division) shall have the sole right to determine whether the Client’s usage of the Certification Mark(s) satisfies the requirements of this Agreement and ARPL (Certification Division)’s Requirements. The Client agrees to immediately cease any use of any Certification Mark which ARPL (Certification Division) determines to be misleading.

		<b>Auriga Research Pvt. Ltd</b> <b>(Certification Division)</b>	
Prepared by: Quality Manager	Doc No: ARPL-F-43	Issue no. 01, Revision no.01	
Approval by: Managing Director	Certification Agreement	Page 2 of 3	
		Date: 09 Sept. 2020	

2.2 Responsibility of Company. The Client shall maintain a documented system for effective handling of customer complaints, including keeping a record of all complaints and remedial actions relative to its system(s)/program(s) and provide required data as requested by ARPL (Certification Division).

2.3 Surveillance and Re-Certification audit. The Client acknowledges that ARPL (Certification Division) is required to perform (i) periodic visits (surveillance audits) of each certified Site to ensure that the Client's system(s)/program(s) continues to satisfy the requirements of the Standard(s) for which it is certified, (ii) special visits to follow-up on issues identified during a previous visit, in response to changes identified by the Client or investigate any complaints ARPL (Certification Division) may receive from any party indicating that the system(s)/program(s) may not conform to the requirements of the Standards for which it is certified, and (iii) re-certification audits of the Client's system(s)/program(s) for the purpose of reevaluating the continual fulfillment of all requirements of the Standard(s). Surveillance audits shall take place at least once in a twelve-month period, or as agreed contractually, whereas the re-certification audit shall take place during the third year of the certification period, approximately 3 months before the expiry of the certification. The duration of these audits is dependent upon the system(s)/program(s) performance history and other factors, and is subject to special provision if the Client makes major modifications to its system(s)/program(s) or if other changes take place which would affect the basis of the certification.

2.4 Modifications. The Client agrees to notify the ARPL (Certification Division) Contracting Office of any request to change its scope of certification and operation, or of any alterations, modifications or changes it makes to its system(s)/program(s) which could affect the certification. Such changes may include modification to its legal, commercial or organizational status or ownership, to its key managerial staff, and to significant changes to policies, processes, premises, personnel, equipment, facilities, working environment or other resources. In addition, the Client agrees to provide ARPL (Certification Division) with applicable documents, policies, procedures, manuals, and other information as ARPL (Certification Division) may request in order to ascertain how the changes will affect the certified status of the Client's system(s)/program(s). ARPL (Certification Division) shall be entitled to re-audit all or any portion of the Client's system(s)/program(s) if it determines that such is necessary or appropriate in order to ensure that the Client's system(s)/program(s) still conforms to the applicable Standard(s).

2.5 Revision of Requirements or Standards. The Client acknowledges that the Standards and/or ARPL (Certification Division)'s contractual requirements may be revised from time to time. If revisions to Standards and/or ARPL (Certification Division)'s requirements are adopted, ARPL (Certification Division) shall determine the nature and extent of the necessary additional audit activity, if any, and the required schedule for ARPL (Certification Division) to confirm conformity with the revised requirements.

2.6 Corrective Action, Enforcement and Appeals. If ARPL (Certification Division) determines that the Client's system(s)/program(s) no longer satisfies the Certification Requirements, the Client agrees to take such remedial action as ARPL (Certification Division) may request within the time specified by ARPL (Certification Division). The Client acknowledges and agrees that ARPL (Certification Division) may take such additional actions as it determines to be appropriate with respect to such nonconformity or for repeated occurrences of nonconformity. Such action may include, among other things, suspension or cancellation of certification for all Sites, and notification of nonconformity or decertification to other parties as specified by ARPL (Certification Division)'s Accreditors. The Client has the right to appeal any decision made by ARPL (Certification Division) as specified in ARPL-QP-05 Complaints and Appeals Process, posted on ARPL (Certification Division)'s

### **ARTICLE 3 - General Provisions**

3.1 Retention of Records and Confidentiality. ARPL (Certification Division) shall be entitled to retain the originals or copies of all applicable documents, policies, procedures, manuals, and other information provided during the course of the audits. Except to the extent that the information obtained by ARPL (Certification Division) is already in ARPL (Certification Division)'s possession or is, or becomes in the future, public knowledge, and except as otherwise required by law or legal process, ARPL (Certification Division) covenants and agrees to maintain all such information in strict confidence and not to use any such information in any manner detrimental to the Client. In addition, ARPL (Certification Division) shall maintain in strict confidence, during the term of and after the termination of this agreement, the information obtained during the course of the audits and documented in the audit reports. However, the foregoing shall not be deemed or construed in any manner whatsoever as prohibiting ARPL (Certification Division) from publicly disclosing details of the granting, suspension or withdrawal of certification, or providing complete or partial copies of audit reports as specified by ARPL (Certification Division)'s Accreditors and Sector



**Auriga Research Pvt. Ltd  
(Certification Division)**

Prepared by: Quality Manager	Doc No: ARPL-F-43	Issue no. 01, Revision no.01
Approval by: Managing Director	Certification Agreement	Page 3 of 3
		Date: 09 Sept. 2020

Authority Organizations, or providing access to client information, including copies of audit documents to ARPL (Certification Division)'s Accreditors and Sector Authority Organizations personnel for audit purpose. Except as required in the applicable accreditation documents, ARPL (Certification Division) shall obtain written consent from the client or individual for disclosing information to a third party. Where required by law to release confidential information to a third party, ARPL (Certification Division) will, unless regulated by law, notify the Client or individual concerned in advance of the information provided.

3.2 Waiver. No waiver of any provision of this Agreement, or any breach thereof, shall be construed as a continuing waiver or shall constitute a waiver of any other provision or breach.

3.3 Term of Agreement. This Agreement is part of and shall commence on the date this Agreement is signed and shall remain in effect for the same period as this Agreement.

For Client.....

For Auriga Research Pvt. Ltd. (Certification Division)

(Signature and Company Seal)

(Signature and Company Seal)

