

VINCERT

CONTRACT TERMS & SCHEME FOR REGISTRATION

INTRODUCTION

In today's fiercely competitive and Regulatory environment it has become imperative for companies over a wide range of manufacturing and service sectors to provide assurance of their Management System(s).

International Management Systems standards/Specification stipulate the minimum requirements for a documented management system(s) to be established and a Certificate of Compliance to these standards has now become an international / National criteria of assessing a company's credibility and capability to consistently assure good standards to enhance the customer satisfaction & achieving continual improvement.

PURPOSE

The purpose of this description of the VINCERT is to provide relevant information regarding VINCERT for conducting an impartial and competent assessment of a company's management system for issue and maintenance of certification to the applicable standards/Specification.

SCOPE

The certification scheme operated by VINCERT is a third party system certification scheme with an objective of giving recognition to companies who have effectively implemented and operated a verifiable documented system. It covers the following scope:

- Preliminary meeting to established scope of registration and the applicable standard for assessment (this might be a Sales visit or tele-conversation)
- Conduct of independent assessment for certification/ registration
- Issue of certification
- Surveillance visits for verification of conformance of management systems to certification standard
- Supplementary/ Re-assessments (required where major non conformities have been identified or major changes in the organization or its system have been identified/ notified).

REGISTRATION PROCEDURE

- **Enquiry and Fee offer:** Upon receipt of an enquiry, the **Form B001** Company Profile Questionnaire is required to be completed by the applicant company. **This form on Page 2 includes declaration of number of sites and people work at these sites (if applicable).** Based upon the information provided, a detailed offer is submitted for client's consideration and acceptance.
- **Application:** Upon confirmation of acceptance of VINCERT fee offer and the receipt of client's application together with the application fee, the process of certification commences with scheduling of audits on mutually agreeable dates.

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AUDIT PROCESS

- **PROGRESS REVIEW ASSESSMENT (DOCUMENTATION AND READINESS REVIEW)**

Preferably an onsite review **at the main site** (unless otherwise limited by logistics) of the client's management systems documentation is conducted to verify that the requirements of the appreciable management standard are satisfactory. **The readiness is also reviewed for the registration Assessment as to whether in a stipulated time frame whether the assessment may be conducted. Such readiness includes a brief understanding on Internal Audit & management Review processes and their status.** A report is issued listing any non-conformity against which corrective actions are required to be taken as per a corrective action plan to be submitted. The progress implementation of the quality management system is also assessed to agree on a tentative schedule for Registration Assessment. **VINCERT expects its clients to implement their Management System at least for 4 months prior to an onsite Registration Assessment which need to be confirmed at this stage.**

EMS & OHSAS Progress Review Assessments include a detailed EMS Questionnaire & OHS Questionnaires to be filled in during this assessment.

- **PRE-ASSESSMENT (TRIAL AUDIT)**

Is a macro level verification of the operating of management system to provide assurance of the compliance with the requirements and to identify any non-conformances which are reported for necessary corrective actions being taken before the **Stage 2** Registration Assessment. ***This Pre-assessment is conducted in conjunction with PRA stage 1 as above in case of such Tenders where it is a specific requirement. Such Pre assessment is considered a part of STAGE 1 PRA process and reported accordingly using a common PRA+PA (Tender) Reporting Templates. The outcome recommendations from such a combination assessment affects the timescale planning for the Stage 2 Registration Assessment.***

- **REGISTRATION ASSESSMENT:**

Following the progress review assessment (**not later than 6 months**) and/ or re-assessment, VINCERT will conduct a full scale Registration Assessment **either at all sites or sampled (as the cases may be)** to assess conformity with the requirements of the applicable standard. **This will include a thorough effectiveness assessment of Internal Audit, Management review, Corrective Action & Preventive Action Processes.** A report categorizing any non-conformities or weakness in the implementation of the documented systems is issued.

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- **CORRECTIVE ACTIONS AND FOLLOW-UP**

The company is required to submit a corrective action plan and **where required objective evidences** addressing the non-conformities within a given time frame. For Minor non-conformities, the assessment report includes a request for Corrective Action Plan in order to eliminate the cause of the non-conformities. Corrective actions against all major non-conformities required to be verified during a Supplementary Assessment evidence of effective implementation, prior to confirmation of certification. Observations are also recorded relating to various elements of the management system but do nevertheless indicate a problem, which may need correction.

(VINCERT requires it's applicant organization to 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 reports) and personnel for the purposes of assessment, surveillance, reassessment and resolution of complaints);

- **REVIEW OF RECOMMENDATIONS**

Assessors are only recommending authorities. These recommendations are impartially verified through Review of Assessment Report Pack & for successful cases of Certification Decision.

CERTIFICATION DECISIONS

- **An Impartial Competent Certification Reviewer / Panel (if required) independently reviews the recommendations and if found satisfactory issue Certification Decision to Managing Director for the Grant of the Certification/Registration.**
- **Certification/registration shall not be granted until there is sufficient evidence to demonstrate that in addition the arrangements for management review and internal audits have been effective and maintained... The reviewer makes the comments specific about this in check sheet.**

ISSUE OF CERTIFICATE

Upon completion of the review of all audit documentation and corrective action plan being accepted, VINCERT will issue the Certification to Registration of the company. **This will be subject to the due payments against the invoice(s) issued to the client are cleared by the client to VINCERT.**

VALIDITY AND RENEWAL OF CERTIFICATES

Certificates issued by VINCERT remain valid for a period of three years from the **date on which the Certification Decision has been taken** subject to satisfactory conformance with the certification standards as verified during periodic surveillance

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visits, the Certificates **will be considered continued** without a renewal fee unless a re-certification audit is specially warranted in which case an appropriate fee will be charged. **A client or any interested party may check the validity of the certificates on our website www.vincert.in**

SURVEILLANCE ASSESSMENT

All certified companies will be subjected to a minimum of two/ one surveillance audits annually with the first surveillance visit being scheduled on a suitable date, six months or twelve months from the date of registration assessment respectively for six monthly/ annual scheme & 6m/ 12m there after and 2 m in advance in case of reassessments in both the cases. Organisation may choose either scheme at the time of Contract Review with VINCERT. **In case of delay for more than a month with out a sound justification will lead to the conduct of a reassessment limited or full based on circumstances. VINCERT reserves this right to conduct such re assessment. In case the due 3 yearly reassessment is delayed more than a month, VINCERT reserves a right to either suspend and then withdraw the registration or conduct a full assessment again. VINCERT shall inform the registered client 2 months in advance for scheduling the Surveillance Assessment. VINCERT requires that such Audit dates need to be confirmed at least 15 days prior to the confirmed date of the surveillance or re assessment. Any cancellations done during last seven days of the confirmed date shall be charged the full assessment day rate as per the signed contract between the registered organization and VINCERT.**

SUPPLEMENTARY ASSESSMENT

A Supplementary Assessment visit may require to be made to the company's premises in the following circumstances:

- VINCERT has reason to believe that the documented management systems are inadequately maintained with major deficiencies in operation.
- Upon intimation by the certified company, of any significant change in the certified documented management system.
- As a result of a complaint, by any party, any adverse publicity or contravention of the conditions of certification or other information received.
- **Where more than 6 months have elapsed between Progress Review Assessment and Registration Assessment.**
- **Where any Conflict of Interests or Impartiality have been found jeopardized.**

The supplementary assessment visit will be undertaken after due notice has been given and details agreed between VINCERT and the certified company. A separate fee will be chargeable for a Supplementary Assessment.

EXTENSION OF SCOPE OF MANAGEMENT SYSTEM

Client (i.e. Registered) may request VINCERT if they wish to Extend the Scope of their Management System for Registration. A written request is required to be submitted well in advance for VINCERT to review the request, apply post contract

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review and commission an assessment. Extension of Scope is Chargeable and the fee scale is first agreed with the client. The Assessment visit can be of two types: (i) Thru a Special Audit or (2) thru the upcoming Surveillance or Reassessment. The same processes apply further as explained above from Registration Assessment to Issue of Certificate. The Obsolete Certificate is taken back by VINCERT. Further Surveillance/Re- Assessments of the Extended Scope is conducted as per the redefined assessor day's allocation.

REDUCTION OF SCOPE OF MANAGEMENT SYSTEM

Reduction in Registered Client's Scope may be required if VINCERT thru any information or thru submitted facts or thru any of its assessments come to know about that any of its Registered Scope activity has been deleted or stopped by the Registered Client. Such a reduction may be proposed right in the Surveillance Assessment Report and upon review of recommendations the Scope may be revised. In such the Registered client is liable to Return its obsolete certificate and pay the applicable certification fees to collect its revised certificate of correct and current activity related scope of the management system.

MAINTENANCE OF CERTIFICATION / REGISTRATION

Certification / Registration remain valid in case of:

- Maintaining an effective Management System
- All Surveillance / Re assessments getting conducted as per schedule
- All corrective actions getting resolved in case of a major Non conformity or Complaint in stipulated time frame and to the satisfaction of the Lead assessor/ Assessor.
- Any major change in the organization/MS is handled satisfactorily and promptly communicated to VINCERT
- All the fee payable have been paid to VINCERT in time.

Notice of changes by a client:

To ensure that the certified client informs the VINCERT, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, 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, and
- Major changes to the management system and processes.

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SUSPENSION OR WITHDRAWAL (CANCELLATION) OF CERTIFICATION

Any certificate issued by VINCERT may be **suspended and subsequently withdrawn (based on severity of breach and a resolution period of max. 3 months)** in the event of any of following defaults by a certificate holder.

- If a surveillance assessment is not arranged within 3 months of the due date in response to notice issued by VINCERT Certifications Pvt. Ltd.
- Major lack of effective implementation corrective actions within agreed time limits in respect of non-conformities identified during Surveillance Assessment.
- Failure to pay appropriate fees.
- Continued misuse of Accreditation mark / logo e.g. misleading publications, advertisement or contravention of the stipulated conditions for the use of **Accreditation** mark/ **VINCERT** logo.
- Major changes in the organization leading to the breakdown of relevant management system as per application standard.
- **Any Proven Conflict of Interests become known to the Management of VINCERT in due course after the release of Registration in such a way that Impartiality to the certification recommendation had been compromised and the Registered organization declines the VINCERT request to undergo an additional Re Assessment.**

Under suspension, the client's management system certification is temporarily invalid. VINCERT requires that in case of suspension the client refrains from further promotion of its certification. VINCERT shall make the suspended status of the certification publicly accessible and shall take any other measures it deems appropriate.

All the certificates issued by VINCERT are the property of VINCERT and upon Withdrawal the organization is liable to return all original and copied sets to VINCERT in the event of any of above defaults.

Upon Withdrawal the Client shall discontinue its use of all advertising matter that contains any reference to a certified status. The withdrawal shall be informed to public through its web site or by other suitable means.

AVAILABILITY OF VINCERT DOCUMENTS OR INFORMATION

As a valued customer you have right to following information about VINCERT, which may be asked in writing to Managing Director of VINCERT with an explanation on objective of the information being sought:

- **information about the authority under which it operates**
- **A description of the means by which it obtains financial support and general information on the fees charged to applicants and certified/registered organizations.**
- **A description of the rights and duties of applicants and certified/registered organizations, including requirements, restrictions or limitations on the use**

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of its logo and on the ways of referring to the certification/registration granted

APPEALS/ COMPLAINTS

VINCERT accredited certification scheme endeavors to provide a prompt, competent and impartial service to its clients. In case, an applicant, a certified company or any other interested party wishes to make a complaint in respect of the operation of VINCERT Certification Services Pvt. Ltd. certification scheme or appeal against a decision of the VINCERT which is considered to be unfair and prejudicial to the interests of the complaint VINCERT will consider the complaint or appeal in accordance with Section 2.4 of the VINCERT Certification Services Pvt. Ltd. Apex Manual, **Procedures PM 016 for Appeal and PM018/029 for Complaints. Copy of these procedures** can be provided upon request.

USE OF LOGO

A certified company is entitled to use the Accreditation mark/ logo on its stationery, advertising and publicity brochure etc. for promotional purposes but not on the actual product. The use of Logo is governed by the VINCERT conditions and instructions applicable to the use of Accreditation and certification marks by certificated companies.

GENERAL GUIDELINES

All assessments undertaken by VINCERT are conducted by International Assessors Registrars Certified / Recognized Auditors/Associates with expertise matched with the nature of an applicant company's activities under assessment. The company is advised in advance of the composition of the Audit Team and the schedule of audit for confirmation. The Lead Assessor is responsible for planning the assessment in accordance with the requirements, assigning auditing functions to his team members and reporting with authority to take final decisions in respect of the interpretation of the applicable requirements of the standard as well as makes recommendation regarding grant of certification based upon a review of the level of compliance of the systems in operation.

The applicant company is responsible for providing VINCERT Assessors, an access to its relevant facilities and records, appointing a responsible person to co-ordinate the arrangements for assessment and to provide all resources required by the audit team for performing their duties.

In case the Applicant Company wish to request for postponement of a scheduled Assessment, then the request must be given to VINCERT 15 days in advance or else VINCERT may charge the full assessment fee.

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CONFIDENTIALITY

All assessments are conducted in complete confidentiality of the company's activities. VINCERT office staff and auditing personnel are bound by a confidentiality agreement to safeguard the client's classified information. **All our staff is bound by a written confidentiality undertaking. To fulfill Accreditation Requirements VINCERT will be making available the information related to your Registration as Publicly Accessible or provided upon request. Where the VINCERT is required by law to release confidential information to a third party, VINCERT will notify the client in advance of the information provided.**

SHORT NOTICE ASSESSMENTS

If required VINCERT may conduct audits at Short Notice to investigate complaints, or in response to changes, or as follow up to verify the status under Suspension of the certification or any other reasons to ensure the Objectivity of the Registration is maintained at client's end.

VINCERT REGISTRATION OWNERSHIP

The certificate and the right to use the VINCERT registered symbol shall remain the property of VINCERT and you agree not to assign, charge, license, transfer or otherwise deal with it in any way.

FORCE MAJEURE

VINCERT and you will be released from the obligations in this Contract Terms & Scheme for Registration shift if any event beyond the control of both of us shall make performance of this Contract Terms & Scheme for Registration impossible.

SAFETY

You are responsible for ensuring that when VINCERT visits your sites, VINCERT has adequate protective equipment for the safety. Where specialist training is required this is to be disclosed to VINCERT from the outset. Please raise these matters with your VINCERT in advance of a visit.

LIMITATION OF LIABILITY

VINCERT liability in respect of any single event or series of events for breach of VINCERT obligations in this Contract Terms & Scheme for Registration shall be strictly limited to the amounts payable by you to VINCERT in the 12 months preceding the date of the event or events. **VINCERT is not liable for any other liability (including any third party liability) claim what so ever is claimed by the client to VINCERT VINCERT is not liable for any claims passed by its clients in case their products or services malfunctions with their own clients or users.**

LAW

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This agreement shall be governed by Indian law and the parties agree to submit to the non exclusive jurisdiction of the courts of **Ahmedabad** in India.