

# **Certification Agreement**

**(BDCS-03-04)**

## **STQC - IT Services**

STQC Directorate, Department of Information Technology,  
Ministry of Communications & Information Technology,  
Electronics Niketan, 6 CGO Complex, Lodi Road,  
New Delhi – 110003

## 1.0 Scope

Certification Agreement covers the terms and conditions of the certification body for testing and certification of Biometric Devices for UID Application. This includes the obligations of the Supplier and certification body.

## 2.0 Responsibility

Head  
(Certification) - To ensure that agreement is signed by the Supplier without any dissent

Supplier conditions, - To abide by the Rules and Procedures, terms and laid down by Certification body for availing the certification services.

Certification Body (CB) - To provide service to applicant as per agreement.

## 3.0 Responsibility of Certification Body (CB)

As a party to this agreement, to evaluate and certify Biometric Devices for UID Application in accordance with the current issue of Rules and Procedures and other applicable normative documents. CB is responsible to conduct testing and certification activity in a professional and reliable manner.

## 4.0 Responsibility of Supplier

As a party to this agreement, to provide certification Body with all documents, information and facilities as necessary to enable Certification Body to provide the services under this agreement. Also to abide by the terms and conditions as laid down by Certification Body from time to time.

It should be noted that in pursuance of its policy of continuous improvement of its services, Certification Body reserves the right to modify the contents of Rules and Procedures at any time and Supplier is responsible to respond to those approved changes.

In the event of the device failing to meet the requirements during the testing for final certification (Certificate of Approval), Supplier will recall all the devices placed in the field with the enrolment agencies. Supplier shall give a written undertaking for this.

## 5.0 Terms of Payment

Terms of payments are as per document "schedule of charges" It should be noted that schedule of charges are subject of review and should be paid in advance through Demand Draft/ Pay Order in favour of PAO, DIT, New Delhi.

## 6.0 Invoices

Invoices will be submitted as soon as practicable before initiating

- a) Testing and evaluation.
- b) Certification activity.

## **7.0 Liability**

The Certificate given to a Supplier under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/ obligations between the Supplier and his customer. While the certificate will normally be a sound indicator of the capability of Supplier to; in line with the applicable standards and normative documents, it should not be taken as a sort of guarantee accorded by the Certification Body.

## **8.0 Indemnity**

The organization shall fully and effectively indemnify Certification Body against all costs, claims, actions and demands arising from :

- i) The services provided by Certification Body.
- ii) The use or misuse by the organization of Certificate and/or logo provided by Certification Body in accordance with this agreement.
- iii) Any breach of this agreement.

## **9.0 OBLIGATIONS OF SUPPLIER**

**9.1** A Supplier/ organization holding a valid Certificate shall:

Supply the biometric device with required inputs for testing to test lab. and abide by the Rules & procedures of the certification scheme and

- a) Comply in all respects with the Applicable standards and normative documents.
- b) Submit to the Certification Body for information, the form in which he proposes to use the Certificate;
- c) Not use the Certificate in any manner which may mislead the interpretation;
- d) Not make any change to the System which formed the basis for grant or continuation of registration and which prevents compliance with the product standard;
- e) Document all changes made to the System and make available records of such changes to the Certification Body;
- f) Keep records of all customer complaints in respect of products, process or service and corresponding remedial measures related to System;
- g) Upon suspension or cancellation / withdrawal of Certificate, discontinue of use of certificate and logo/ mark in all advertising material and other matter which contains any reference thereto; and
- h) Pay all financial dues to the STQC Directorate as prescribed.

**Note :** the Supplier/ organization is not entitled to any refund of fees paid or cost incurred in the event of non-renewal, suspension, withdrawal/ cancellation, modification of certificate.

## **9.2 Obligation of Supplier Related With Testing, Use of Test Report and of Certification Body:**

- a) The test report issued by the Certification Body is not to be used for any legal purposes and shall not be produced in the court of Law.
- b) The test report shall not be misused.
- c) The test report must be reproduced in full and in no case, this should partially be re-produced.
- d) The test report shall not be regarded in any way diminishing the contractual requirements between the buyers and sellers.
- e) The Certification Body provides the services solely for the benefit of the Supplier. As the sole intended beneficiary, the Certification Body has a right to enforce this agreement over the Supplier.
- f) This agreement is not enforceable by any third parties, including, the general public, the Supplier's customers, creditors, potential investors, shareholders or other developers or testers who are working for or in conjunction with the Supplier.
- g) The test report provided by the certification body to the Supplier is for the benefit and guidance of the Supplier only and not intended for communication to a broader audience.
- h) The Certification Body and the Supplier have arrived at the extent and depth of testing that can reasonably be achieved despite the Certification Body Supplier's other constraints and the product's design and reliability.
- i) The Certification Body shall have no liability for any damages to the Supplier or consequential damages (including lost profits) of the Supplier or any third party, even if the Centre has been advised of the possibility of such damages.
- j) The conditions are subject to change/ modification without any prior notice.
- k) The Certification Body does not endorse the ownership of the product claimed, if any, by the Supplier.
- l) The test lab/ Certification Body has only tested the product as a black box as received from the Supplier and in no way addressed the issue of violation, if any, of the intellectual product rights.
- m) The responsibility of confirming the correctness of the contents was that of the

Supplier and NOT that of the Certification Body. The Certification Body has only checked the quality of the product assuming that the contents are correct and appropriate.

- n) The Certification Body considers the Supplier's test results and other product related information as confidential information of Supplier and agrees not disclose to any third party without prior written consent of Supplier.
- o) In case of any technical dispute, disagreement or interpretation, the decision of Certification Body shall be final and binding on both the parties.
- p) Product to be tested and associated documentation shall be given free of charge.
- q) Certification Body and test lab are not permitted to modify any or all of the Biometric Devices for UID Application.
- r) Certification Body and test lab is prohibited from (i) distributing Biometric Devices for UID Application & related product to any other party (ii) commercializing any part or whole of the product (iii) donating it to interested party or otherwise (iv) packaging, bundling up or integrating in any **other software**.
- s) Certification body has right to keep Biometric Devices for UID Application submitted for testing & certificate as reference.

**Disclaimers** ????

**Acceptance of Certification of Agreement**

The terms and conditions laid down in this document are acceptable to me.

**FOR THE SUPPLIER/ ORGANIZATION  
BODY**

**FOR CERTIFICATION  
BODY**

\_\_\_\_\_  
**(Name and signature)**  
**Authorized signatory**  
**Date**\_\_\_\_\_

\_\_\_\_\_  
**(Name, function title, and signature)**  
**Authorized signatory**  
**Date**\_\_\_\_\_