

**Certification Agreement
(Software & System Certification)**

S&S – 03 , Issue 1

STQC - IT Services

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

1.0 Scope

This Certification Agreement covers the terms and conditions of the certification body for Testing / Evaluation and certification of Software and Systems for e-procurement applications/systems by STQC Directorate, Ministry of Electronics & Information Technology. This includes the obligations of the Software and Systems Developer and/or Owner and certification body i.e STQC Directorate.

2.0 Parties to the agreement

Head certification	- Responsible to ensure that agreement is signed by the Software and Systems Developer and/or Owner without any dissent
Software and Systems Developer and/or Owner	- Responsible to abide by the Rules and Procedures, terms and conditions laid down by Certification body for availing the certification services.

Responsibility of Certification Body (CB)

As a party to this agreement, to evaluate and certify software applications/systems, in accordance with the current scheme procedures /guidelines and other applicable normative documents. CB is responsible to conduct testing and certification activity in a professional and reliable manner.

Certification body is responsible to maintain confidentiality of all the information.

Responsibility of Software and System Developer and/or Owner

As a party to this agreement, to provide certification Body with all documents, information access to the software application/system and facilities and facilities as necessary to enable Certification Body to provide its 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 Software and System Developer and/or Owner is responsible to respond to those approved changes.

In the event of the software /system application, failing to meet the requirements during the testing and evaluation for final certification (Certificate of Approval), based on it's technical judgment, the Software and System Developer and/or Owner will update / correct application and to submit for validation of same to the test lab. Software and System Developer and/or Owner is responsible to ensure that only certified versions of software /system applications are in placed in the market as per the contract signed with their user agencies, as applicable.

4.0 Terms of Payment

Terms of payments are as per document “schedule of charges” It should be noted that Schedule of charges are subject to review. The testing , evaluation and certification charges (fees) should be paid in advance through Demand Draft/ Pay Order in favour of PAO, DIT, New Delhi.

5.0 Invoices

Invoices will be submitted as soon as practicable before initiating

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

6.0 Liability

The Certificate given to a Software and System Developer and/or Owner organization; under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/ obligations between the Software and System Developer and/or Owner and his customer. While the certificate of approval will normally be a sound indicator of the capability of Software and System Developer and/or Owner , in line with the applicable standards and normative documents,

It should not be taken as a sort of guarantee accorded by the Certification Body.

7.0 Indemnity

The Software and System Developer and/or Owner organization shall fully and effectively indemnifies Certification Body against all costs, claims, actions and demands arising from :

- i) the claims against the un law full acts or omission of certification body rules and regulations .
- ii) misuse CB logo : organization shall not make misuse of STQC i.e CB logo
- iii) any breach of this agreement.

8.0 OBLIGATIONS OF SOFTWARE AND SYSTEM DEVELOPER AND/OR OWNER

Software and System Developer and/or Owner shall abide by the Rules & procedures of the certification scheme and

- a. Comply in all respects with the Applicable standards and normative documents.
- b. Shall submit necessary information to the Certification Body / test lab required to perform testing , evaluation and certification of the submitted software and system ;
- c. shall provide software and systems (Under testing and Certification) with required inputs for testing such as test sceneries, test cases, scripts, plans, environment etc. to test lab/CB.

- d. Shall Not make use of Certificate of approval, in any manner which may mislead the interpretation
- e. Shall Not make any claim for certification of software and system for any version / release except for the versions/release for which STQC has granted the Certificate of Approval
- f. Shall maintain all the documents/ records and will make available to the Certification Body;
- g. Shall keep records of all changes /versions arrived during the life cycle of testing, evaluation and certification by STQC
- h. Shall ensure, the discontinuation certificate and use logo/ mark in all advertising material and other matter which contains any reference thereto; Upon suspension / cancellation / withdrawal /expiry of the certification
- i. Shall pay all financial dues i.e testing and certification fees to the STQC Directorate as prescribed.
Note : the Software and System Developer and/or Owner organization is not entitled to get any refund of fees paid or cost incurred in the event of non-renewal, suspension, withdrawal/ cancellation, modification of certificate.
- j. Shall not reproduce Certificate or test report partially. It should be reproduced in full as and when required.
- k. The certificate and or test report issued by Certification Body will not be used for any legal purposes and shall not be produced in the court of Law. The certificate / test reports shall not be misused.

9.0 Obligations of Certification Body :

Certification Body shall abide will have the obligations and disclaimer as under :

- a) The Certification Body has only tested evaluated and certified the product as a black box as received from the Software and System Developer and/or Owner / User. CB In NO way has addressed the issue of violation, if any, of the intellectual product rights.
- b) The responsibility of building the quality of the product/ application lies with Software and System Developer and/or Owner / Owner and NOT that of the Certification Body. The Certification Body has only checked /evaluated the quality of the product/ application.
- c) The Certification Body and the Software and System Developer and/or Owner , agrees the extent and depth of testing and evaluation that can reasonably achieved, has been performed by CB within the provided environment / constraints.
- d) The Certification Body considers the Software and System Developer and/or Owner 's test results and other product related information as confidential information of Software and System Developer and/or Owner and agrees not disclose to any third party without prior written consent of Software and System Developer and/or Owner .
- e) In case of any technical dispute, disagreement or interpretation, the decision of Certification Body shall be final and binding on both the parties.
- f) The certification body and the test laboratory shall take utmost care in handling and testing of software and system during testing and evaluation. If by accident or due to unavoidable reasons application /system get damaged, it is the

- responsibility of the Software and System Developer and/or Owner to upkeep /manage the situation
- g) Certification body shall keep the information and other assets confidential, used for testing and evaluation and will not disclose or share with any third party

The terms and conditions laid down in this document are acceptable to both the parties.

**FOR THE SOFTWARE AND SYSTEM
DEVELOPER AND/OR OWNER
ORGANIZATION**

FOR CERTIFICATION BODY

**(Signature with Name & Designation
Of Authorized signatory
With office seal**

Date_____

**(Signature with Name & Designation)
of Authorized signatory with
with office seal**

Date_____