

## Certification Agreement

**1. Responsibility of Certification Body**

As a party to this agreement, to assess and certify in accordance with the current issue of Rules of Procedures and procedure for Website Certification. It should be noted that in pursuance of its policy of continuous improvement of its services, Certification Body (CB) reserves the right to modify the contents of procedures at any time.

**2. Responsibility of Applicant**

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.

**3. Terms of Payment**

Terms of payments are as per document schedule of charges. The basic charges for the services requested are quoted on the assumption that the information supplied by the organisation was accurate and complete. It should be noted that schedule of charges is subject to review.

**4. Cancellation**

If the Applicant cancels the Application for Certification after applying, his application fee will not be refunded.

**5. Invoices**

Invoices will be submitted as soon as practicable, after the completion of any milestone of the Certification process.

**6. Payment**

Payment becomes due within 28 days of the date of invoices. The payment shall be paid, *in advance*, through NTR portal ([www.bharatkosh.gov.in](http://www.bharatkosh.gov.in)) in favour of assigned STQC IT Laboratory/ Centre. It shall also be noted that the Website Quality Certificate (CQW) cannot be released until full payment has been received by Certification Body.

**8. Termination**

Parties may terminate this agreement :-

**8.1 *By Notice***

**Three months written notice may be given by the Applicant to the Certification Body.**

8.2 *By Default*

8.2.1 Immediately upon either party being notified by the other of any material breach of this agreement.

8.2.2 If any party goes into liquidation or part of the undertaking thereof.

8.2.3 If either party ceases to trade whether in whole in part.

8.3 In the event of this agreement being terminated whether by notice, default or otherwise the Certificate of Registration issued pursuant hereto shall forthwith become invalid and Applicant shall cease to use the same and return to Certification Body all documentation and other matters issued pursuant thereto or bearing an indication of such certification.

**9. Liability**

The Certificate of Registration given to a client under the scheme shall not be regarded as in any way diminishing the mutual contractual responsibilities/obligations between the Applicant and his customer. While the Certificate of Registration will normally be a sound indicator of the capability of Client to; implement a management system, e.g., in line with the applicable standard, it should not be taken as a sort of guarantee accorded by the Certification Body.

**10. Indemnity**

The Applicant 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 organisation of Certificate of Registration and/or mark provided by Certification Body in accordance with this agreement.
- iii) Any breach of this agreement.

**11. Scope Expansion**

In case of addition of new site/ activity, the organization shall inform the Certification body about the same and a new certification agreement incorporating the change shall be agreed and signed by both the parties.

**12. Information to be published**

STQC publishes details like certified client list, status of certification etc. on its website. In case the client has any reservation regarding this, the same shall be informed to the CB in advance.

**Part : II**

**OBLIGATIONS OF THE ORGANISATION**

- a) An applicant holding a valid Certificate of Registration shall :
- b) Comply in all respects with the appropriate System standard;
- c) Maintain the valid status of website security audit certificate during 'CQW Certificate' validity period.
- d) Submit to the Certification Body for prior approval, the form in which he proposes to use the Certificate of Registration and/or logo/ mark;
- e) Not use the Certificate of Registration or logo/ mark in any manner which may mislead the interpretation
- f) Not make any change to the System which formed the basis for grant or continuation of registration and which prevents compliance with the System and Website Standard;
- g) Document all changes made to the System and Website design and make available records of such changes to the Certification Body
- h) Notify the Certification Body of any change of key personnel in relation to Web Manager. Give access to the assessment team appointed by Certification Body for the purposes of assessment / surveillance.
- i) Keep records of all customer complaints (also security incidents) in respect of products, process or service and corresponding remedial measures related to System;
- j) Upon suspension or cancellation/ withdrawal of Certificate of Registration, discontinue of use of Certificate of Registration and logo/ mark in all advertising material and other matter which contains any reference thereto; and
- k) Pay all financial dues to the Certification Body as prescribed.

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

**Part : III**

**Acceptance of Certification of Agreement**

(to be signed by Client Organization)

1. The terms and conditions laid down in this document are acceptable to me.
2. I am agreeable to the composition of the assessment team and to meet the financial obligations as indicated.
3. I will abide by the certification agreement given in this document.

**FOR THE CLIENT ORGANISATION**  
**(Name & Signature of Authorized Signatory)**  
*with office seal*

**FOR CERTIFICATION BODY (STQC DTE.)**  
**(Name & Signature of Authorized Signatory)**  
*with office seal*

**Date :**

**Date :**