

# OneCert International Certification Agreement

OneCert International Contract Format for the following Certification Scheme:

- 1.) FSMS
- 2.) FSSC
- 3.) India-HACCP/ APEDA HACCP
- 4.) India-GHP

**(Client and Certification body)**

**This Agreement for Auditing and Certification (here after called agreement) is signed this  
..... day/month/year between**

**Client (Full name & Factory Address) .....**

**And**

**OneCert International Private Ltd,  
H-274, RIICO Industrial Area, Sitapura,  
Jaipur-302022, (Raj.), India  
(Here after called OneCert International)**

Note: This certification agreement is effective till one certification cycle i.e. from date of signing till complete certification cycle & legally enforceable.

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## **Scope of Audit –**

1. *List scope of certification:*
2. *Total no. of employees:*

*(Mention all sites (other than mentioned above on the top of the page 01) to be covered under scope of applicable certification scheme.)*

<b><i>Head Office Address (in case applicable):</i></b>
<b><i>More additional sites (you can use additional page as annexure to this document to list more sites):</i></b>

# OneCert International Certification Agreement

## **B. Right and Duties of OneCert International**

1. OneCert International undertakes to check for conformity of the client to the required terms and conditions specified in item 1 of this agreement accordance to its Standard Procedures and to issue a certificate of conformity to the client in case of complying all the standards.
2. OneCert International after getting the due permission from client, lists the name and address of the client in a public register, covering the scope and extent of the validity of certification and notifies.
3. OneCert International offers services to its applicants and existing clients covering audit and certification against an appropriate recognized specification.
4. The certification awarded by OneCert International covers only, as the case may be, those services or products manufactured and/or supplied under the scope of the client's management systems certified by OneCert International. Clients remain solely liable for any defect in their products and shall defend, protect and indemnify OneCert International from any and all defects, claims or liability arising from said products.
5. OneCert International clients are required to develop and maintain their management systems in accordance with relevant specifications, allowing unconditional access to OneCert International to audit or otherwise verify these management systems against the applicable certification scheme specifications in order to achieve & maintain the certifications.
6. OneCert International will notify its certified client of any changes to its requirements for certification. And it will be verified that the certified client complies with the new requirements.
7. For FSSC Clients- Information on the certified status of the organization is available on the FSSC 22000 website, FSSC Portal/Assurance Platform & at [www.onecertinternational.com](http://www.onecertinternational.com);
8. Ownership of the certificate and the audit report content are held by the OneCert.

**Note:** The applicable certification issued does not exempt the clients from their legal obligations in respect of the services or products in the scope of their management systems.

## **C. Requests for Certification:**

1. To prepare this offer and any subsequent agreement, clients will be asked to supply information about the size and scope of their operations subject to OneCert International services.
2. If the quotation & this agreement is signed and returned to OneCert International, this acts as the instruction to proceed with the beginning of the certification services.
3. This certification agreement contains the present OneCert International's terms and conditions under which the certification services are offered and rendered.

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4. OneCert International shall perform the services with the reasonable expertise, care and diligence to be expected of a reputable company experienced in providing the class of services specified in the agreement.

### **D. The Certification Process:**

To provide a general guide, outlined below are the main steps of the certification process; however, the details of the services to be provided will be agreed between the client and OneCert International.

#### **Stage 1 Audit:**

##### **Objective:**

To provide a focus for planning the stage 2 audit by gaining an understanding of the FSMS and the organization's state of preparedness for stage 2 by reviewing the extent to which:

Review the client's management system documented information;

Evaluate the client's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;

Review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;

Obtain necessary information regarding the scope of the management system, including:

- ❖ The client's site(s);
- ❖ Processes and equipment used;
- ❖ Levels of controls established (particularly in case of multisite clients);
- ❖ Applicable statutory and regulatory requirements;

Review the allocation of resources for stage 2 and agree the details of stage 2 with the client;

Provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard or other normative document;

Evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2.

The organization has identified PRP that are appropriate to the business (e.g. regulatory, statutory, customer and certification scheme requirements),

The FSMS includes adequate processes and methods for the identification and assessment of the organization's food safety hazards, and subsequent selection and categorization of control measures (combinations),

Relevant food safety legislation is implemented,

The FSMS is designed to achieve the organization's food safety policy,

The FSMS implementation Programme justifies proceeding to the audit (stage 2),

The validation of control measures, verification of activities and improvement programmed conform to the requirements of the FSMS standard,

The FSMS documents and arrangements are in place to communicate internally and with relevant suppliers, customers and interested parties, and

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There is any additional documentation which needs to be reviewed and/or information which needs to be obtained in advance.

Additional requirements as per Applicable Standard for selected certification.

## **Stage 1 audit procedure:**

Upon receipt of the signed contract, the client should be informed of the date for stage 1 audit which is carried out at client's location to assess the client's applicable standard management system conform with all the requirements of the ISO 22000:2018 standard, to verify that the applicable standard management system is designed to achieve the organization's food safety policy and objectives, to assess the capability of the applicable standard management system to manage compliance with statutory, regulatory and contractual requirements and to confirm the planned arrangements for the Stage 2 audit.

Once the client is prepared for stage 2 audit, date and time for stage 2 on-site audit is fixed in consultation with the client. During the audit, OneCert International auditors will abide to the principles of Confidentiality (Confidentiality form & conflict of interest annual declaration). The stage 1 audit findings are recorded and sent to the client as audit report, indicating any areas of concern that could be classified as nonconformity during the stage 2 audit.

While determining the interval between stage 1 and stage 2 audits, OneCert International consider the convenience and needs of the client to resolve the areas of concern identified during the stage 1 audit. Accordingly, OneCert International will revise its plan & arrangements for stage 2 audit. The interval between stage 1 and stage 2 audits should not be longer than 6 months. The stage 1 audit should be repeated if a longer interval is taken.

It is necessary that client completes appropriate correction and corrective actions latest before the start of the Stage 2 Audit.

## **Stage 2 Audit:**

The Certification Audit shall be conducted within maximum 6 months of the 1st stage audit. The stage 2 audit takes place at client's site to confirm

## **Objective:**

To evaluate the implementation & effectiveness of the client's Food Safety Management System.

The stage 2 takes place at the site of the client. It should include the auditing of at least the following:

Information and evidence about conformity to all requirements of the applicable management system standard or other normative documents;

Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);

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The client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements;  
Operational control of the client's processes;  
Internal auditing and management review;  
Management responsibility for the client's policies.  
Additional requirements as per Applicable Standard for selected certification.

## **Non-conformity Management:**

OneCert International Auditors may identify non-conformities that help clients improve their management system(s). Closure of Non conformities shall be done by the client organization within the time period defined by OneCert International

## **Issuing Certificate and Conditions on use of Certificate by certified organization:**

When all corrective actions agreed between the client and the audit team have been completed & Upon receipt of the full payment, the audit report will be forwarded to reviewer for further review & if reviewer will grant the permission for certification, then it will be forwarded to the Decision Maker of OneCert International who will act as a signing authority to finally take the decision and grant the certification. If additional documents are required, a communication will be sent to the client.

The certificate(s) will identify the standard(s) to which the client has been found compliant at the time of audit and the scope of the management system.

Note- Certificate can only be used when the client is active. Once the status is Suspended or withdrawn or expired, certificate can no longer be used by client organization.

## **Certification decision:**

Reviewer will take the certification decision based on the audit conclusions and recommendation of audit team. Certification decisions will be intimated to the client.

Accompanying the certificates, there will be an agreement explaining how to display and use the OneCert International Mark, NABCB and associated logos. You should sign the agreement as an acknowledgement of accepting the terms and conditions to use the OneCert International Mark, NABCB and associated logos. OneCert International will audit the use of Marks and/or Logo's at subsequent surveillance visits.

## **Post certification activity:**

### **Surveillance audits**

On-site Surveillance Audit is conducted at least once in a calendar year. Surveillance audits in the first and second years following the certification decision. The date of first surveillance audit following initial certification is not more than 12 months from the Certification Decision Date. The time frame for 2<sup>nd</sup> surveillance audit can be extended up to 60 days for some justified reasons (for example plant is shut down due to up-gradation or major breakdown in plant/machinery) to assess the

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clients continued compliance to the requirements of standard. If this time frame will be extended, client's certificate will lead to suspension.

**Objective:** To assess the certified client's management system fulfillment of specified requirements with respect to the standards to which the certification is granted.

Internal audits and management review;

Review of actions taken on nonconformities identified during the previous audit;

Complaints handling;

Effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system (s);

Progress of planned activities aimed at continual improvement;

Continuing operational control;

Review of any changes;

Use of marks and/or any other reference to certification

Additional requirements as per Applicable Standard for selected certification

### Recertification Audit

Audit plan & annual update (Onecert International) can also ask for necessary details to be reviewed, if required) is sent to client before 120 days of expiration of certification. A 2nd reminder is sent after 15 days of 1st reminder & thus next reminder after next 15 days of 2nd reminder if still any response is not received then a notice of proposed suspension is send if still client does not respond than certification is suspended.)

Recertification audit is conducted in the same manner as of initial certification audit within every 3 years but before the expiry of certification, and if there is any significant changes in the client's certification management, stage 1 audit is required.

### Objective:

To re-assess the certified client's management system continual fulfilment of all of the requirements of the relevant management system standard or other normative document. The Recertification Audit Should Include:

To confirm the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of certification.

The review of previous surveillance audit reports and consider the performance of the management system over the most recent certification cycle

To check the effectiveness of the management system in its entirety in the light of internal and external changes and its continued relevance and applicability to the scope of certification

To demonstrated commitment to maintain the effectiveness and improvement of the management system in order to enhance overall performance;

To check the effectiveness of the management system with regard to achieving the certified client's objectives and the intended results of the respective management system.

Information and evidence about conformity to all requirements of the applicable management system standard or other normative documents;

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Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);

The client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements;

Operational control of the client's processes;

Internal auditing and management review;

Management responsibility for the client's policies.

Additional requirements as per Applicable Standard for selected certification.

## **Additional FSSC Requirement (Only for FSSC):**

OneCert International deemed it necessary for all certified organization to be audited at least one under unannounced audit scheme. Unannounced audits are undertaken after the initial certification audit and within each 3-year period thereafter. OneCert International's certified organization can voluntarily choose to replace all surveillance audits by unannounced annual surveillance audits, but it is not mandatory. Initial certification audit (stage 1 and stage 2) cannot be replaced by an unannounced audit. Recertification audits may be conducted unannounced at the request of the certified organization. Either surveillance audit 1, surveillance audit 2 or Re-certification audit can be choosing for unannounced audit. OneCert will conduct unannounced audit as per the Decision provided by the technical reviewer after reviewing Certification audit.

If the certified organization refuses to participate in the unannounced audit, the certificate is suspended immediately, and OneCert International withdraws the certificate, if the unannounced audit is not conducted within timeframe from previous audit, as suggested in OneCert's audit procedures. If access to audit functional areas is denied to the auditor, the organization will be liable for all costs.

## **Certification Maintenance:**

The client is required to inform OneCert International promptly of any significant changes to its product(s) or services that impact the certified management system(s) or any other circumstances, which may affect the validity of its certification. For example:

- a) the legal, commercial, organizational status or ownership,
- b) organization and management (e.g. key managerial, decision-making or technical staff, change of ownership, change in number of employees etc.),
- c) contact address and sites (e.g., Change of site, Additional sites)
- d) scope of operations under the certified management system (e.g. Change of product or process, Change of scope) and
- e) major changes to the management system and processes.

OneCert International will then take the appropriate action, such as, conducting a special visit and/or changing the certification.



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Non-performance of surveillance visits at interval greater than a calendar year results in certificate losing its validity. Validity of the certificate cannot be extended beyond the expiry date indicated on the certificate and reassessment audit (if applicable) must be completed within the validity period including the time required and foreseen for completing the corrective actions on the non-conformities if found any during the re-certification audit.

If necessary, OneCert International may have to conduct audits at short notice to investigate complaints, or in response to changes or as follow up on suspensions/withdrawals. In such cases, advance intimation will be given to the clients.

### **Scope Expansion or Reduction-**

In case of any changes in scope either reduction or expansion, client organization has to inform OneCert in written for the same. In response to the application for expanding the scope of certification already granted, undertake a review of application and determine any audit activities necessary to decide whether or not the applied scope may be granted. Scope can be expanded with a surveillance audit.

In response to an application (OCIF/9.2\_F2A) for extension to the scope of a certification already granted, OneCert international private limited:

1. Undertakes a review of the application as per OCIF/9.2\_F7A.
2. Plan an onsite audit (if required); it may be conducted in conjunction with next surveillance audit, as per the client's requirements.
3. Decision on audit man-days & audit team is taken as per OCIF/9.2\_F7A (Application & Contract Review phase 6 for standalone audits and for audits in conjunction with Surveillance audit Application & Contract Review phase 3 & 4 and in conjunction with Recertification audit phase 5).
4. The following, as a minimum, are checked while onsite audit:
  - Products applied and their intended use
  - Food Safety Policy and Procedures
  - Address of the certified client that has been mentioned in the FSMS certificate
  - HACCP studies (for which extension is needed)
  - Associated identified PRPs & their implementation
  - Hazard Analysis: With a description of the method used to identify hazards.
  - Process flow chart
  - Other details as required as per ISO 22000.

Following points should be considered at the time of expansion/reduction of scope:

- Product group list: Client organization has to submit the request product group list if client organization wants to add some products with detailed information i.e. its HACCP studies.
- Process flow: Client organization has to submit the process flow chart if there are any changes in processes. Each and every step should be defined with applicable products. Onsite verification of product groups will be done by the

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- Audit Team during audit (as applicable).
- Sites: Client organization has to submit the facility map if any other site wants to add in the scope. Before adding new site, audit is required. After verification and decision such site will be added in Scope
- Legal Identity Proof: Client organization has to submit the legal identity proof of the same entity which is comprising of the same products of which the organization has applied for. Modified copy of FSSAI license shall be submitted along with the application for review.

In case of change in address, any legal document proof for the updated address to be submitted. All subsequent address change in documents to be verified.

- Requirement of audit: Audit is required if the process of requested product is different from the certified process or if a new product group is added. If there is any difference in the process or any additional step is involved, then audit is required to verify the process or particular additional step and the procedure of the audit will be same as it is for other surveillance audits.

For other cases, e.g. a product of same group or change in address the effectiveness can be verified in the next surveillance or recertification audit (whichever of these are to be held in the follow up year). Client organization can inform to OneCert at the time of annual update or before it depends on the client organization requirement.

### Serious Events

In the event a certified organization is affected by a serious event( War, Riot, Strike, Political Instability, Geopolitical tension, Crime, Pandemic , Flood, Earthquake , Malicious computer hacking and other natural/manmade disasters) , OneCert International Private Limited will assess the risks of continuing certification outlining the steps and review planned audits when a serious event (this includes situations where due to safety, security and/or visa issues in the country, an audit cannot be performed or certified organization has been affected by some war, biochemical/biological/ natural disasters).

### Remote Audit with the help of Information and Communication Technology (ICT)

The use of remote assessments by OneCert International Private Limited of Certified Organization is on a voluntary basis, by mutual agreement, or may be initiated by the OneCert International Private Limited as and when applicable.

When possible, the scope, planning, assessment process and documentation of the audit will follow ISO 19011. Upon the mutual agreement of Certified organization and OneCert, only the following audit can be performed as remote audit which will be followed by on-site audit within 30 days

1. Stage-1
2. Surveillance-1
3. Surveillance-2
4. Head Office Audit
5. Transition / Transfer Audit
6. Re-Certification Audit

Once the client organization opted for Remote Auditing, further detailed information will be communicated/sent to them for proceedings.

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## *Note-*

1. **Maximum timeline** between Remote and On-Site Audit = **30 Calendar Days**
2. For **Events**, the timeline can be extended to **90 calendar days**, which will be based on risk and OneCert internal concession process.

**Exceeding of the above-mentioned timeline may lead to suspension**

## **E. Suspension, Withdrawal or Cancellation of the Certificate:**

OneCert International reserves the right to suspend, withdraw or reduce the client's scope. It can be done in following events:

- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system,
- The certified client does not allow surveillance or recertification audits to be conducted at the required frequencies,
- The certified client has voluntarily requested a suspension
- When a critical nonconformity is issued Certification will be immediately suspended
- When there is evidence that their client is either unable or unwilling to establish and maintain conformity with Scheme requirements

Under suspension, the client's management system certification is temporarily invalid. Further failure to resolve the issues that have resulted in the suspension within a time frame will result in withdrawal or reduction of the scope of certification.

In case of suspension or withdrawal client will refrain from promotion of the certification and will discontinue its use of all advertising matter that contains any reference to a certified status. Suspended/ withdrawn status will be made publicly assessable through website.

The maximum allowable suspension period will be 6 months within which the client has to revoke its certification status from suspended to operational status.

OneCert will withdraw a certificate when the status of suspension cannot be lifted within six (6) months; the organization ceases its FSSC 22000 certification activities or any other situation where the integrity of the certificate or audit process is severely compromised.

Under the category of reduction of the scope of certification, OneCert International will exclude the parts not meeting the requirements, when the client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. When the OneCert has evidence that their client holds a certificate whose scope exceeds their capability or capacity to meet scheme requirements, OneCert will reduce the certification scope accordingly. OneCert will not exclude activities, processes, products or services from the scope of certification Such reduction of scope will be in line with the requirements of the ISO 22000:2018 standard used for the certification OneCert International reserves the right to publish the fact that such action has been taken.

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**For FSSC** In case of suspension or withdrawal, the organizations' management system certification is invalid. OneCert will:

- a) Immediately change the status of the certified organization on the FSSC Portal and its own Register of certified organizations and shall take any other measures it deems appropriate;
- b) Inform the organization in writing of the suspension or withdrawal decision within three (3) days after the decision was made;
- c) Instruct the organization to take appropriate steps in order to inform its interested parties.

In case of scope reduction, the organizations' management system certification is invalid beyond the revised certification scope statement. OneCert will:

- a) Immediately change the scope of the certified organization in the FSSC 22000 database and its own Register of certified organizations and should take any other measures it deems appropriate;
- b) Inform the organization in writing of the scope change within three (3) days after the decision of change;
- c) Instruct the organization to take appropriate steps in order to inform its interested parties.

## **F. Appeals, Disputes and Complaints:**

Clients are free to approach OneCert International for any type of complaints or appeals against the OneCert International staff, OneCert International certification system or other clients certified by OneCert International. Any complaints or appeals have to be made either in writing or through e-mail or phone to the OneCert International office. Complaints will be handled confidentially. The Chief Executive Officer of OneCert International or the person appointed by him for this task deals with appeals and takes decisions on the same.

## **G. Rights of the client:**

1. To ask for auditors' background (CV) before the audit and to refuse any team member or team leader with justifiable reasons if necessary.
2. To have a convenient /suitable date of audit if confirmed two months in advance.
3. To receive the audit plan in a timely manner.
4. To plan audit of processes and their timing /schedule to their convenience (with justifiable reasons).
5. Ask the logistics to be made by the audit team and to be invoiced later on.
6. To have the NCRs at the end of audit, if any.
7. To receive the feedback of audit from the Team Leader at the end of each day.
8. To receive the completed report from the Team Leader within prescribed time.
9. To receive a response from the auditor within 10 working days with respect to NC/ report.
10. To receive the certificate within 30 working days after closure of NCR's.
11. To have the audit repeated by another auditor free of charge if not satisfied with performance of any auditor.
12. To claim reduction in the fees according to the man days and time spent by the audit team against contractual requirement.

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## **H. Duties of the client:**

1. Provide complete and accurate information on all questionnaires and other application material representing complete operation as per the applicable standards.
2. Comply with the applicable categories as explained in Annexure A of the application form.
3. Permit on-site Audits with complete access to the processes, areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints.
4. Have an authorized management representative/ team leader knowledgeable about the operation present during the Audit;
5. To abide the certification requirement as per applicable Certification Criteria & Process Requirement as per applicable Certification Scheme.
6. When the certification scheme introduces new or revised requirements both in Certification criteria and Certification process requirements that affect the applicants and the certified organizations, the client have to implement the changes in their Certification scheme systems, necessitated by the changes.
7. To provide OneCert International office sufficient lead time to plan the audit activities as per norms.
8. To adhere to the agreed plan and schedule of audit.
9. To proactively plan with OneCert International office for the surveillance audit before the scheduled date.
10. To keep the team Leader updated on the progress or any delay for closure of the NCR'S and implement corrective actions as per defined period.
11. Use the Certification /Accreditation body Logos as per guidelines provided.
12. To be transparent in demonstrating compliance to the entire applicable regulatory requirement.
13. To proactively inform OneCert International Team Leader of any external finding by regulatory bodies or customers.
14. Ensure that accredited certification must not be used by itself or its clients for promotional or publicity purposes in any way that QCI considers to be misleading and take such immediate steps as QCI may require to correct any such misleading use.
15. The Client shall agree to re-audit by the OneCert in the event of changes significantly affecting their capability to comply with the requirements of the certification scheme.
16. The Client shall agree to re-audit by the OneCert in the event of changes in the Certification Criteria.
17. To inform OneCert International office about changes that can affect the certification scope within reasonable time period. It includes any change in:
  - Legal, commercial, organization status or ownership
  - Certification scope
  - Contact address of site
  - Organizational structure or management
  - Quality policy or changes to the manual that could have an impact on the certification status.

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- The number of employees.
  - Modifications to the products and/or processes and the production methods
  - Major changes in manufacturing equipment and in internal control measures.
  - Major change to the GHP & HACCP as specified in the certification criteria
  - Major changes related to management system & processes
  - any other major changes that can affect Certification scheme
  - Any other information indicating that the certification system may no longer comply with the requirements of the Certification Criteria and the certification scheme as prescribed.
18. Certified Organizations has to do communication obligations to OneCert within 3 working days on the related following:
- a) any significant changes that affect the compliance with the Scheme requirements and obtain advice of the OneCert in cases where there is doubt over the significance of a change;
  - b) serious events that impact the FSMS, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of Force majeure, natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
  - c) public food safety events (such as e.g. public recalls, withdrawals calamities, food safety outbreaks, etc.);
  - d) changes to organization name, contact address and site details;
  - e) changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff);
  - f) changes to the management system, scope of operations and product categories covered by the certified management system;
  - g) any other change that renders the information on the certificate inaccurate.
  - h) Serious situations where the integrity of certification is at risk and /or where the Foundation can be brought into disrepute. These include, but are not limited to:
    - (i) Actions imposed by regulatory authorities as a result of food safety issue(s), where additional monitoring or forced shutdown of production is required;
    - (ii) Legal proceedings, prosecutions, malpractice, and negligence;
    - (iii) Fraudulent activities and corruption
19. Represent management system of an organization as being “Certified by OneCert International” only when its address is listed on a current certification certificate from OneCert International.
- a. Any use of the OneCert International name, without current certification by OneCert International or written permission from OneCert International, is strictly prohibited and constitutes an infringement of the OneCert International trademark.
20. Upon surrender, suspension, or revocation of your certification, discontinue use of OneCert International logo/ certificate or OneCert International name.

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21. OneCert International is required by law to make public a list of clients whose operations it has certified, including for each the name of the operation, type(s) of operation, products produced, and the effective date of the certification
22. The client also accepts that the implementation of sanctions will be appropriately notified to the relevant authorities or, if required, to customers.
23. In case the client or any sub units of the client are also audited by Audit bodies other than OneCert International, the same will be reported to OneCert International by the client. In such cases, the client will accept the exchange of information between OneCert International and the other Audit bodies.
24. The Certification by OneCert International can be used by of this agreement only. The certification can not be used by the client independently nor by any other entity in the food sector.
25. In case of shifting from OneCert International to any other certification agency after registration or after expiry of certificate the client should inform the OneCert International. If client will not inform to OneCert International about the change of certifier the OneCert International reserves the right of exchange the information with other Audit body.
26. The client agrees to comply with the requirements of OneCert International norms for making references to certification marks and logos and accreditation body marks and logos. The basic principle in these norms is that the certification status is not used in any manner to mislead the customers or other stakeholders that the product and/or services are certified. Incorrect references to certification status or misleading use of certification documents, marks or audit reports shall not be made by the client. In the event of suspension / withdrawal of certification, the client shall discontinue all uses of references to certification including those in advertisements and stationery.
27. Certification mark or logo shall not be applied to laboratory test, calibration or inspection, as such reports are deemed to be products in this context.
28. Cooperation in, and acceptance of witness assessments by the OneCert, NABCB (AB) and /or the foundation when requested.

### **I. Access to CB or AB Personnel:**

OneCert International's accreditation body or their representative or Foundation representative shall be allowed by the client to access any part of the audit or surveillance process or audit reports for the purposes of witnessing the OneCert International Audit Team performing the audit of the certification scheme to determine conformity with the requirements of the Standard. The client will not have the right within this contract to refuse such a request either by the OneCert International or accreditation body & its representative when requested. The certified organization allows OneCert International to share information relating to the certification and auditing process with the Foundation, GFSI, IAF, and government authorities when required. The certified organization allows OneCert and foundation FSSC to share information regarding their certification status with external parties.

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The presence of any observers, trainee auditors and audit team members, shall be accommodated by client, as necessary to perform the audit or meet the accreditation requirements. Any reservations about such arrangements shall be informed to OneCert International with sufficient notice to make alternate arrangements.

### **J. Terms and Conditions for certification:**

1. These terms and conditions constitute the sole obligations undertaken by OneCert International, and the sole rights and remedies of the client, to the exclusion of all other representations, statements, terms, conditions whether express or implied. The parties agree, in the circumstances known to them at the date of entering into this agreement, that these terms and conditions are reasonable. In the event that a court shall determine that one or more provision is unenforceable for any reason, such provision shall be deemed to be severed from these terms and conditions such that the remaining terms and conditions shall continue to be enforceable between the parties hereto.
2. The client hereby warrants and legally agreed with OneCert International that it will at all times during the existence of this agreement, comply with all reasonable requirements necessary for the issue of Certification of Approval including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority all recommendations, codes and similar matters issued by any authority pursuant to which in compliance of which or for the purpose of which the Approval Certificate is issued or such other reasonable requirements of OneCert International as are necessary to enable the Approval Certificate to be issued and maintained in force in conformity with standards of certification.

The client hereby guarantees the completeness and accuracy of all documents and accuracy of all information supplied to OneCert International for the purposes of this Agreement.

### **K. Terms & conditions of Payment:**

The offer, upon which this Agreement is entered in to, is as per quotation. As per that the basic charges for the services requested on the assumption that the information supplied by the client was accurate and complete.

If any service supplied beyond those set out in quotation, then they will be charged at OneCert International's current man-day rates.

OneCert International reserves the right to review and amend its charges annually. As a minimum these will be adjusted in line with cost indices.

OneCert International will notify and obtain consent to its fee structure from the organization prior to grant of its certification. Any changes in Fees (as and when applicable) will be communicated to the client organization for their acceptance.



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Other costs, for example;

- Travel and Expenses costs will be charged as per agreed in quotation,
- Special Follow Up visits, When Major Non-Conformity or Major changes occur, OneCert International undertakes a 'Special Follow up Visit' & they are charged at OneCert International's current man day rates,
- Re audit in the event of changes significantly affecting their capability to comply with the certifications scheme or in the event of changes in the certification criteria.
- To review clients proposed actions to close minor non-conformities fees are charged on a time basis.

Payments are due within 30 days of the date of invoice.

Note: Certificate(s) cannot be released until full payment is received from OneCert International.

All fees and expenses quoted are exclusive of **GOODS AND SERVICE TAX(GST)**, which is payable extra as applicable on the date of invoice.

## **L. Duration/ termination of the contract**

This contract comes into effect from the date of signing, by the client and OneCert International, and is valid till it is formally terminated.

- The contract can be terminated by either party by giving written notice of at least three months. This Agreement shall terminate upon the lapse of said three-month period.
- If the client cancels this agreement, the client has the responsibility to pay all outstanding invoices.
- If the client wishes to cancel the contract before Initial audit, then registration fee & fees for work done will be charged and balance amount refunded from the advance money paid.
- Immediately upon either party being notified by the other, of any material breach of this Agreement, if the same has not been remedied with 7 working days from the date of receipt of said notification or, if either party goes into liquidation, receivership or an administrator is appointed for all or part of the undertaking thereof then certificate will be terminated by default.
- If either party ceases to trade, whether in whole or in part, then this Agreement is deemed terminated.

If in any event of the termination of this contract/agreement, whether by notice, by default or otherwise the OneCert International Approval Certificate issued pursuant become invalid and the

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client shall cease to use the same and return to OneCert International all documentation and other matters issued pursuant thereto or bearing an indication of such Approval Certification.

## **M. Confidentiality:**

During the course of OneCert International's certification activities, information obtained, shall be kept in confidence and will not disclose to any third party without prior written consent of the other unless:

- the basic information required by law (ISO/IEC 17021) to be made available to the public upon request,
- the information required by law (ISO/IEC 17021) to be disclosed to a third party, or
- the information is required to be disclosed to accreditation authorities or scheme owner.

## **In case of Use of use of ICT-**

- The security and confidentiality of electronic or electronically-transmitted information is particularly important when using ICT for audit purposes
- The use of ICT for audit purposes will be mutually agreed upon by the body being audited and the body performing the audit in accordance with information security and data protection measures and regulations before ICT is used for audit purposes.
- In the case of non-fulfilment of these measures or non-agreement of information security and data protection measures, the body performing the audit activities will use other methods to conduct the audit.
- Auditor and the Auditee organization must agree to the use of ICT and with the measures taken to fulfil these requirements prior to the audit

## **N. Liability:**

OneCert International shall not be liable for any loss or damage sustained by any person due to any act of omission or error whatsoever or howsoever caused during the performance of its audit, certification or other services, except in the case of gross negligence on the part of OneCert International, its employees, servants or agents.

In the case of negligence as aforesaid, and other than liability for death or personal injury, the limit of any loss, damage or otherwise for which OneCert International shall be liable will be limited to an amount not exceeding the maximum fee (if any) charged by OneCert International for the particular service in respect of which the negligence arose (the "Maximum Fee"). Client hereby undertakes to defend, indemnify and hold OneCert International harmless against any liability in excess of the Maximum Fee which indemnity shall apply regardless of whether OneCert International has acted in breach of the terms of its Agreement and/or has been wholly, partially or solely negligent or otherwise at fault. While the restrictions on liability herein contained are considered by the parties to be reasonable in all the circumstances, if such restrictions taken together or any one of them shall be

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judged to be unlawful or unenforceable then the said restriction shall apply with such words deleted or amended or added.

OneCert International shall not, under any circumstances whatsoever, be liable to the client for any matter arising out of the Services in respect of Consequential Loss.

Note: Consequential Loss shall include any indirect or consequential loss, any loss of production, loss of profits, loss of revenue, loss of contract, loss of goodwill, loss of use or liability under other agreements.

## **O. Indemnity:**

The clients are fully and effectually indemnifying OneCert International against all costs, claims, actions and demands arising from: -

- The use or misuse by the client of any certificate, license, mark of conformity provided by OneCert International in accordance with this Agreement; and
- The services provided by OneCert International save to the extent only that such claims arise from the neglect of OneCert International, its employees or agents; and
- Any breach of this Agreement by client; and.
  - Illness, injury or death to the client’s subcontractors or suppliers, together with any of their employees, agents or directors (“client group”); and Damage to or loss of property or equipment owned, leased or used by the client group.

OneCert International shall not be liable in any respect should it be prevented from discharging such obligations as a result of any matter beyond its control which could not be reasonably foreseen.

This Agreement is governed and shall be construed in accordance with applicable certification scheme.

*In order to validate and accept the OneCert International’s proposal for the Certification Scheme(s) detailed in this accompanying proposal and the procedure submitted with the application form please sign this contract.*

AUTHORISED SIGNATORY/  
 COMPANY REPRESENTATIVE ON  
 CLIENT’S BEHALF

Name:  
 Designation:  
 Place:  
 Date:  
 Seal of Company

FOR AND ON BEHALF OF ONECERT  
 INTERNATIONAL

Name:  
 Designation:  
 Place:  
 Date:  
 Seal of Certification Body:

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