



---

## MEMORANDUM OF UNDERSTANDING

---

### BETWEEN

|  |   |
|--|---|
| <b>Name of the Company</b>                   | <b>TNV CERTIFICATION PVT LTD (herein and after referred as TNV)</b>                                     |
| <b>Office Address</b>                        | 537-B/187-B, Amber Vihar, Near Central Bank of India, Keshav Nagar, Sitapur Road, Lucknow-20 UP (India) |
| <b>Phone &amp; Fax</b>                       | Phone: +91-9415037680   |
| <b>Mail</b>                                  | <a href="mailto:tvindia@gmail.com">tvindia@gmail.com</a>  |
| <b>Web</b>                                   | <a href="http://www.isoindia.org">www.isoindia.org</a>  |
| <b>Name</b>                                  | Mr. Pragyesh Kumar Singh  |
| <b>As a Conformity Assessment Body (CAB)</b> |   |

### AND

|                                     |                                |
|-------------------------------------|--------------------------------|
| <b>Name of the Company</b>          | <b>company name to be here</b> |
| <b>Having its office at</b>         |                                |
| <b>Country Name</b>                 |                                |
| <b>Telephone &amp; Fax</b>          | Tel: +, Mob: , Fax: +          |
| <b>Mail</b>                         | Mail:                          |
| <b>Website (if any)</b>             | Not allowed                    |
| <b>Name</b>                         | Mr.                            |
| <b>As a Business Associate (BA)</b> |                                |



## Table of Contents

|  |    |
|--|----|
| 0. PARTIES TO THE AGREEMENT:.....                        | 3  |
| 1. SCOPE OF THE AGREEMENT:.....                          | 3  |
| 2. DEFINITIONS.....                                      | 3  |
| 3. GRANT AND RESERVATIONS .....                          | 4  |
| 4. CONFORMITY ASSESSMENT BODY (CAB)'S OBLIGATIONS .....  | 5  |
| 5. BUSINESS ASSOCIATE's (BA) OBLIGATIONS .....           | 7  |
| 6. Exclusion:.....                                       | 10 |
| 7. TERMINATION .....                                     | 10 |
| 8. CONSEQUENCES OF TERMINATION .....                     | 11 |
| 9. MISCELLANEOUS .....                                   | 12 |
| 10. FORCE MAJEURE .....                                  | 13 |
| 11. RETENTION OF TITLE .....                             | 13 |
| 12. WHOLE AGREEMENT.....                                 | 13 |
| 12. SUPERSEDES PRIOR AGREEMENTS .....                    | 13 |
| 13. CRETION .....  | 13 |
| 14. METHOD OF NOTICE.....                                | 14 |
| 15. BUSINESS ASSOCIATE (BA)'S RIGHT TO ASSIGN .....      | 14 |
| 16. PROPER LAW AND JURISDICTION.....                     | 14 |
| 17. RIGHTS CUMULATIVE.....                               | 14 |
| 18. WAIVER.....  | 14 |
| 19. VISITS .....   | 15 |
| 20. Issuance of the Franchisee Authorization Letter..... | 16 |
| 21. Signatories to This Agreement.....                   | 16 |
| SCHEDULE 1.....  | 18 |
| SCHEDULE 2.....  | 20 |
| SCHEDULE 3.....  | 21 |



## 0. PARTIES TO THE AGREEMENT:

**THIS AGREEMENT** is made on this **13<sup>th</sup> Day of month 2020** at Lucknow between TNV Certification Private Limited, a company incorporated in accordance with the laws of the India bearing registration No. U74999UP2017PTC093178, whose registered office is at TNV House, 537-B/187-B, Amber Vihar, Nr. CBI, Keshav Nagar, Sitapur Road, Lucknow-20 UP (India). (The “Conformity Assessment Body (CAB)” which expression shall include its successors and assignees) of the one part (herein and after referred as CAB or TNV or First Party).

**And**

**Name of the company** (A legally Registered Entity), having its office at **Address of the company** which expression shall include its successors and assignees) of the other part, (herein and after referred as BA or Business Associates or Second Party).

**For**

**Management System Certification Services in Country name**

## 1. SCOPE OF THE AGREEMENT:

|     |  |
|-----|--|
| 1.1 | This agreement is made between the parties (as specified in clause 0) where first party hire the services of the second party to market its services in the specified territory as specified in clause 0 of the agreement.   |
| 1.2 | This agreement will be called Business Association Agreement and due to this agreement; Second party is authorized to market the services of the First party in the territory of as authorized in this agreement without affecting the right of any other existing partner.  |
| 1.3 | Territorial right may be enhanced, reduced or changed with the mutual consent by adding other location or restricting to some part of the territory as specified in Clause 1.2 with mutual consent or with the notice to the second party.   |
| 1.4 | Second Party who will act as Business Associate representing the Conformity Assessment Body (CAB) TNV in the territory as defined in clause 1.2 shall carry out the marketing of the services of the TNV which includes Assessment, Inspection, Certification, Compliance Audit & Training Services for Management System as permitted by the head office including but not limited to QMS, EMS, OHSAS, FSMS, ISMS, IT-SMS, MD-QMS, EnMS, BCMS or any other standard (s) of Management System or any other services as permitted by the TNV from time to time. Updated list of the Services may be referred in schedule. |
| 1.5 | The Conformity Assessment Body (CAB) authorize the second party to market the services of the TNV in the above said territory and to act as country head for the above territory for the marketing the services of the TNV.  |
| 1.6 | The Conformity Assessment Body (CAB) operates under the Trade Names as business of providing certification services to enable companies to attain International Certification accredited to ISO and similar Standard using unique systems of economic solution, providing specific aids to companies to achieve certification thus ensuring the supplier chain efficiency necessary to expand international trade in accordance with the principles contained in the TNV's Certification Services.   |
| 1.7 | The scope of this agreement is to establish the relationship between TNV and Business Associates, with this agreement, TNV authorises BA to market the TNV's services but does not allow BA to carry out any activity related to Contract Review, Selection of Auditor, Constitution of Audit Team, Auditor Appointment and all decision for Certification and continuing this includes scope extension or reduction, suspension, withdrawal, upliftment of suspension and withdrawal. BA understand and abide that decision making for the certification activities shall remain with TNV Head Office, Lucknow only.    |

## 2. DEFINITIONS

|     |   |
|-----|---|
| 2.1 | “ <b>Business</b> ” means Management System Certification, Auditing and open house training course as per approval granted to TNV from time to time or any services which is offered as per TNV procedures within the Territory as defined by this agreement and in accordance with the TNV's Certification Services as practiced by TNV Certification Private Limited from time to time. |
| 2.2 | “ <b>Certification Fees</b> ” means the agreed payment to be made by a client company to TNV <u>or Business Associate (BA)</u> for conducting various stages of audits and/or issue final certificate for ISO and other such services as offered by TNV.  |
| 2.3 | “ <b>Registration Fees</b> ” means the agreed fees as given in schedule 01 of this agreement which includes   |



|      |  |
|------|--|
|      | grant of certification by TNV and this includes application review, certification review, auditor approval, certification fees and this include accreditation fees as payable to relevant accreditation board (if any) as applicable but does not include audit fees and audit fees shall be payable as per the size and complexity of the organisation which is decided at the time of application review at the time of the applicable by the client organisation. This fees to be paid by a Business Associates to TNV for conducting all activities being carried out at the head office of the TNV for relevant certification as per regulations & requirements of accreditation standards, accreditation board, IAF, any regulatory body and TNV Certification Private Limited as specified from time to time. |
| 2.4  | <b>“Commencement Date”</b> means the date set out at the head of this Agreement.   |
| 2.5  | <b>“Expiry Date”</b> means 3 years from the Commencement Date or such later Date as shall commence from any extension of the Term under Clause 3.1   |
| 2.6  | <b>“Fees”</b> means the agreed payment in respect of registration, and certification including annual re-certification in accordance with Schedule 1 to be made by the Business Associate (BA) to TNV.   |
| 2.7  | <b>“Intellectual Property”</b> means all or any of the following:<br>a. Trade Marks which are applied to the TNV’s Certification Services which are marked in Schedule 2 hereto and form a part of this Agreement including but not limited to logo of TNV, Accreditation board, IAF or any other authority which is used in reference to the certification activities of the TNV.<br>b. Trade Names <b>“TNV Certification Private Limited”</b> .<br>c. Copyright held by the Conformity Assessment Body (CAB) in written materials, plans, designs and other work related to the TNV’s Certification Services and the TNV Assessment Procedures.<br>d. Permitted Name and use of the TNV name in mail or domain etc.<br>e. Company registration right with inclusion of name of the TNV.                            |
| 2.8  | <b>“Payment Date”</b> means the date upon which the Business Associate (BA) has confirmed to the Conformity Assessment Body (CAB) the acceptance of a customer for whom the Service is to be provided for certification or such other payment dates as may be agreed upon between the Parties. Where staged payments are agreed by the Business Associate (BA) with a customer, payments due to the Conformity Assessment Body (CAB) will be pro-rate to the agreed overall sum due to the Conformity Assessment Body (CAB) in force at the relevant time.   |
| 2.9  | <b>“Permitted Names”</b> means “TNV Certification Private Limited” and variations thereof.   |
| 2.10 | <b>“TNV Procedure”</b> means the Conformity Assessment Body (CAB)’s Manual, standard operating Procedures/checklist/report formats etc. as up-dated from time to time.   |
| 2.11 | <b>“TNV QMS, EMS, OHSAS &amp; FSMS AND OTHER SERVICES”</b> means the operation of the Business in accordance with the TNV Assessment Procedure using the Intellectual Property and any necessary know-how, trade secrets, methods of operating, identifying materials, methods of advertising, style and character or anything which is specified in the TNV Assessment Procedure.   |
| 2.12 | <b>“TNV”</b> means TNV Certification Private Limited whose registered office is at TNV House, 537-B/187-B, Amber Vihar, Nr. CBI, Keshav Nagar, Sitapur Road, Lucknow-21 UP (India) including if modified.  |
| 2.13 | <b>“Term”</b> means 3 (Three) years starting from the Commencement Date and ending on the Expiry Date unless extended or earlier determined as provide by the Agreement.   |
| 2.14 | <b>“Territory”</b> means area of operation as specified in <b>clause 1.2</b> of this agreement or as approved by TNV and the immediate geographical area within which the Business Associate (BA) will operate.  |
| 2.15 | <b>“Trade Marks”</b> means the trade marks of which the Conformity Assessment Body (CAB) is the registered proprietor or has the right to become the registered proprietor in the Territory and which are applied to or used in connection with the TNV’s Certification Services”  |
| 2.16 | <b>“Trade Names”</b> means the TNV Certification Private Limited including any trade name which CAB have permitted to Business associates to operate as trade name with the suffix prefix or use of TNV name in any manner.  |

### 3. GRANT AND RESERVATIONS

|           |   |                                     |              |
|-----------|---|-------------------------------------|--------------|
| 3.1       | In consideration of the Business Associate (BA) agreeing to pay the fees to the Conformity Assessment Body (CAB) on the due Payment Dates and subject to the terms and conditions as contained in this Agreement, the Conformity Assessment Body (CAB) grants to the Business Associate (BA) the right of using the Intellectual Property only:<br>a. In the Business<br>b. Within the said Territories as specified in Clause 1.2.<br>c. For the Term of the Agreement<br>d. Under the Permitted Names |                                     |              |
| TNV-F-051 | Rev 01/ 01 Oct 2020   | Issue 02/ 01 <sup>st</sup> Jan 2020 | Page 4 of 21 |



|     |  |
|-----|--|
|     | e. In accordance with the TNV Assessment Procedure & policy.   |
| 3.2 | The Conformity Assessment Body (CAB) reserves the power to vary the specification of the services after reasonable notification the Business Associate (BA).   |
| 3.3 | <p>The Conformity Assessment Body (CAB) is the proprietor of Logo of the TNV which has registered rights in the Trade Marks and the owner and/or authorized user of the copyright comprised in the Intellectual Property vide registration of the logo of the company by the government of India vide Trademark Number 2420078 dated 31<sup>st</sup> October 2012 Journal Number 1620 at serial number 1183020 with the Trademark Registry, Government of India in Class number 35 for <u>“Business &amp; Risk Management, Administration &amp; Auditing of Management Certification Services; Product Certification Services; Compliance &amp; other Certifications Services”</u>. And in any territory where second party (ies) operate as a marketing agent of TNV shall be responsible to maintain the safety and use of the logo of the TNV and other third party logo if it is in use by the second party or any other client in the above said territory.</p> <p>The Business Associate (BA) agrees to develop and co-ordinate business within the said territory representing the trading interests of the Conformity Assessment Body (CAB).</p> |
| 3.4 | In the event that any provision of this Agreement is declared by any judicial, Regulatory or other competent authority to be void voidable illegal or otherwise unenforceable or indications of the same are received by either of the Parties from any relevant competent authority the Parties shall amend that provision in such reasonable manner as achieves the intentions of the Parties without illegality or at the discretion of the Conformity Assessment Body (CAB) it may be severed from this Agreement and the remaining provisions of this Agreement shall remain in full force and effect unless the Conformity Assessment Body (CAB) decides that the effect of such declaration is to defeat the original intention of the Parties in which event the Conformity Assessment Body (CAB) shall be entitled to terminate this Agreement by thirty (30) days’ notice to the Business Associate (BA) and the provisions of clause 6 shall apply accordingly.   |
| 3.5 | <i>In lieu of this MOU, Business Associate (BA) i.e. Second party is permitted to use the name of TNV for the purpose as specified in clause 3.1 and second party is also authorised to use the name of TNV in the incorporation of the company but this right shall be surrendered to the first party if they cease to have this memorandum of association. Further if second party is using the name of the TNV, they are prohibited to work for any other certification body or agency.</i>   |

#### 4. CONFORMITY ASSESSMENT BODY (CAB)’S OBLIGATIONS

|     |  |
|-----|--|
| 4.1 | To permit the Business Associate (BA) to carry on the Business to: <ul style="list-style-type: none"><li>a. operate the Business under the Permitted Names or such other names or styles as may be agreed to between the Parties in writing without prejudices the right to change the name of business associate trading name with the notice of 15 days in writing;</li><li>b. And promote the Business under the Permitted Names in accordance with the terms of this Agreement at the expense of the Business Associate (BA).</li></ul>  |
| 4.2 | <ul style="list-style-type: none"><li>4.2.1 TNV shall validate the BA as a representative in the territory defined by this agreement during the agreement period, unless agreement is not in force for the marketing the services of the TNV.</li><li>4.2.2 Support and maintain recognition with the accreditation.</li><li>4.2.3 Validity of this agreement is for 36 months (3 years)</li><li>4.2.4 Provide an official mail Id and publish the local address in the local website our account in local language (Shall be maintain by the Business Associate as per requirement of TNV).</li><li>4.2.5 Providing marketing Brochure and relevant business development info and all logos use and links on TNV and BA’s website at the cost of business associates.</li><li>4.2.6 Qualify Auditors, Lead Auditors and Technical Expert and train them as per TNV procedure at the cost of the Business Associates.</li><li>4.2.7 Plan &amp; Witness of Lead Auditor at least once in 3 years on annual basis at the cost of the Business Associates.</li><li>4.2.8 Facilitate expansion of scope as per BA’s requirement and business projection if found viable with the right to demand advance against the expenses involved in the expansion.</li><li>4.2.9 Provide training, coaching and guidance to personnel of BA related to TNV procedural requirements and standards at the cost of the Business Associates.</li><li>4.2.10 Even if the agreement lapses, the clients which was given certification services through</li></ul> |



|           |   |                                     |              |
|-----------|---|-------------------------------------|--------------|
|           | Business Associates; shall be served by the TNV and all the decision will be taken after consulting with BA till the expiry of the certificate (as and when possible) but subject to timely completion of the Surveillance Audit as per the Contract.   |                                     |              |
| 4.3       | This allocation / agreement does not affect/restrict the right of CAB to permit others to operate within the territory and assigned right is granted without prejudice to the reserved right of the Conformity Assessment Body (CAB) to re-assign and grant any other license for the Business in the said Territory.   |                                     |              |
| 4.4       | A copy of the TNV Assessment Procedure and related documents as specified in Scheduled 3 is handed over to the Business Associate (BA) on signing this Agreement and this is responsibility of the business associated to safeguard the documents and updated TNV Assessment Procedure and other documents from time to time shall be made available to Business Association at the discretion of TNV or on demand to business associates with obligation to maintain safeguarding and confidentiality of the information and documents and such information remains property of CAB and shall be handed over to CAB upon end of this agreement and no copy of the same shall be retain by the Business associates. |                                     |              |
| 4.5       | Subject to the performance of its obligations by the Business Associate (BA), to promote the Trade Name and TNV's services in such parts of the Territory and surrounding areas as it considers appropriate, and or as reasonably requested by the Business Associate (BA) in writing, in such newspapers, magazines, radio, television, directories, pamphlets, web based promotion or other media as it and or the Business Associate (BA) may from time to time consider suitable at the cost of business associates.  |                                     |              |
| 4.6       | To make available at cost to the Business Associate (BA) Brochures and other advertising material for issue to customers or potential customers as may be requested by the Business Associate (BA) and also to provide the physical copy of the printed certificate shall be made available to the client through Business Associates or client at the cost of the Business Associates including the processing fees.   |                                     |              |
| 4.7       | To discuss with the Business Associate (BA) any assessments made in respect of customers in the Territory, if the Conformity Assessment Body (CAB) has carried out such assessments on behalf of and at the request of the Business Associate (BA) and all the related fees, charges and facility shall be provided by the business associates.   |                                     |              |
| 4.8       | To improve and develop the TNV's Services and to make these improvements known to the Business Associate (BA).  |                                     |              |
| 4.9       | To consult with the Business Associate (BA) to obtain the latest development in the territory BA operates.  |                                     |              |
| 4.10      | To give the Business Associate (BA) the benefit of its knowledge and experience in connection with any problems relating to TNV's certification services.   |                                     |              |
| 4.11      | To make available to the Business Associate (BA) at the Business Associate (BA)'s expense (including such expense as travel and accommodations), the services of the Conformity Assessment Body (CAB)'s Technical Assessment Staff or some other competent person(s) knowledgeable in the TNV's certification services.   |                                     |              |
| 4.12      | To assist the Business Associate (BA) in procuring such supplies services and equipment in addition to those supplied by the Conformity Assessment Body (CAB) as maybe required by the Business Associate (BA) to commence and operate the Business.  |                                     |              |
| 4.13      | To make available to the Business Associate (BA) its staff engagement service for the provision of trained and other staff for employment in the Business at the cost of the business associates as instructed by the TNV.  |                                     |              |
| 4.14      | To make available to the Business Associate (BA) all information services and facilities which the Conformity Assessment Body (CAB) makes or may make available to its other Business Associate (BA)s including improvements in and additions to the TNV's certification services at the cost of the business associates.   |                                     |              |
| 4.15      | To support the Business Associate (BA) in its efforts to promote the Business and in particular to notify the Business Associate (BA) of any improvements in the TNV's certification services approved and adopted by the Conformity Assessment Body (CAB).   |                                     |              |
| 4.16      | To maintain the Intellectual Property during the Term and to use all reasonable endeavours not to cause or permit anything which may damage or endanger it or the Business Associate (BA)'s title to it.  |                                     |              |
| 4.17      | To extend the Term at the option of the Business Associate (BA) for further periods of 3 (three) years or lesser period commencing on the day following the expiration of the Term provided that the Business Associate (BA):-<br>a. Has properly observed and performed its obligations under this Agreement throughout the Term.<br>b. Serves a notice on the Conformity Assessment Body (CAB) requiring such extension not later than three (3) months before the Expiry Date.   |                                     |              |
| 4.18      | <i>Appointment of the business associate govern with the accreditation requirement read with IAF MD 23</i>  |                                     |              |
| TNV-F-051 | Rev 01/ 01 Oct 2020   | Issue 02/ 01 <sup>st</sup> Jan 2020 | Page 6 of 21 |



|      |   |
|------|---|
|      | <i>and TNV shall monitor the ongoing performance of the entity, including on-site internal audits (including witnessing audits) of the entities to the relevant accreditation requirements of the TNV's management system, the TNV's Governance Documents and other applicable documents in relation to the activities performed on behalf of the TNV.</i>  |
| 4.19 | <i>Signing on the Agreement: TNV authorises the country head of the business head of the key personal of the legal entity acting as business associate at other location and he/she shall be responsible to sign the agreement on behalf of the TNV with the objective to meet the Certification terms &amp; Condition of the TNV, simultaneously if local partner want local agreement, it can be executed to realise the financial obligation with the client. Financial information need not to be specified mandatorily in the agreement, but shall be supplied as and when requested by the Head office.</i> |

## 5. BUSINESS ASSOCIATE'S (BA) OBLIGATIONS

|      |  |
|------|--|
| 5.1  | Not to commence the Business until the Business Associate (BA) has engaged suitably qualified and experienced personnel as approved by the Conformity Assessment Body (CAB).   |
| 5.2  | Not to permit any person to act or assist in the Business in the place of persons trained and approved by the CAB and until such person has undergone a course of training by the trained Business Associate (BA) and/or has been approved as competent by the Conformity Assessment Body (CAB).   |
| 5.3  | To carry out the application initial review (to check if application can be accepted as if this falls in the scope of the TNV's Scope of work) locally for verifying the information about the client and related legal requirements. BA required to send the application to TNV via email ( <a href="mailto:tnvindia@gmail.com">tnvindia@gmail.com</a> ) within 12 hours from the receipt of application. BA acknowledged that BA is not allowed to carry out any activity related to Contract Review, Auditor Appointment and Certification Decision including scope extension or reduction, suspension, withdrawal, remove of suspension and withdrawal and any other decision shall be carried out in TNV Head Office, Lucknow only. |
| 5.4  | To ensure that its staff and their replacements and all persons required under the terms of this Agreement to undergo training in the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES and modifications to and improvements in the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES do so.  |
| 5.5  | To conform in all respects and at all times with the TNV QMS, EMS, , OHSAS & FSMS AND OTHER SERVICES (as modified from time to time by alteration of the TNV Assessment Procedure). The Business Associate (BA) shall have 30 days from receipt of notice of an alteration to the TNV Assessment Procedure to adopt with any modification to the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES. TNV's services shall be rendered in the territory only after effective implementation of the requirements as specified by the CAB.   |
| 5.6  | Not to do or allow to be done anything additional which is not in accordance with the requirements of the TNV, without the previous consent in writing of the Conformity Assessment Body (CAB).  |
| 5.7  | To ensure that the Business conforms with other business operated in accordance with the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES in particular with regards to quality of care, service, tidiness and cleanliness (the Business Associate (BA) acknowledges that such conformity is of the utmost importance to the successful operation of the Business and other businesses operated in accordance with the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES and the protection of the goodwill attaching to the Trade Name and the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES).   |
| 5.8  | Diligently to promote and make every effort steadily to increase the Business by such advertisement, signs, entries, telephone or trade directories, personal, lectures and presentations or other forms of publicity as may be approved by the Conformity Assessment Body (CAB) as provided by this Agreement and by distributing to the customers and potential customers in the most effective manner leaflets, brochures and advertising material at its own cost.   |
| 5.9  | To use every reasonable means in the conduct of the Business to promote the services of the TNV and to reasonably co-operate with the Conformity Assessment Body (CAB) and other Business Associate (BA) within the same and adjacent territories in promoting and developing the presence of the TNV.   |
| 5.10 | To co-operate with the Conformity Assessment Body (CAB) in any advertising sales promotion programme or other special activity in which the Conformity Assessment Body (CAB) may engage or specify including the distribution and display of advertising material promotional literature and the like.   |
| 5.11 | At all times to work diligently to protect and promote the interest of the Conformity Assessment Body (CAB), ensuring the competence of auditors and their impartiality so that there is no conflict of interest as required by TNV procedure and ISO 17021 and other applicable standards and requirements..  |
| 5.12 | To collect the fees from the clients on time and to keep it safe in the account of the business associates. Business Associates commit and indemnify the safety of the fund for the payment of the fees / expenses   |



|      |   |
|------|---|
|      | related to the territory relevant to the business generated by the business associates for the TNV.   |
| 5.13 | To maintain the financial position of the business associates at viable level and to keep operation at strong and sustainable level at all time.  |
| 5.14 | To make timely payment to the creditors (house owner, Auditors, Technical Expert, Travel & Conveyance, Staff, Publicity Material, rent, Electricity and all expenses for the territory) without any delay and to report the financial of the business associates to CAB.  |
| 5.15 | To provide Liability statement to CAB on quarterly basis .  |
| 5.16 | To provide audited balance sheet / financials or statement which give assurance/confidence to the CAB for independence / impartiality of the business associates.   |
| 5.17 | To pay the Conformity Assessment Body (CAB) (or as the Conformity Assessment Body (CAB) directs) without demand the Fees of associated expenses <u>including the registration fees as specified in Schedule 1</u> . And to pay the remittance charges of the fee to the CAB while rendering the amount to TNV.  |
| 5.18 | Not to be concerned or involved in any business in the said Territory or elsewhere which is similar to or competitive with the Business of the TNV during the validity of this agreement? Not to offer any services including certification training etc in its name or in any other name.  |
| 5.19 | Not to conduct the Business outside the Territory without prior consent of the Conformity Assessment Body (CAB).  |
| 5.20 | In all matters to act loyally and faithfully toward the Conformity Assessment Body (CAB).   |
| 5.21 | To comply with the Conformity Assessment Body (CAB)'s directions and instructions in relation to the TNV services and in the absence of any such directions or instructions in relation to any particular matter, explanation need to be obtained and in all conditions. All the action shall be carried out in accordance with the accreditation requirements and to act in such a manner as the Business Associate (BA) ought reasonably to have considered to be most beneficial to the Conformity Assessment Body (CAB).                                      |
| 5.22 | To conduct the Business in an orderly and business-like manner.   |
| 5.23 | To Protect the Intellectual Property of TNV during the validity of this agreement and up to 5 years from the date of termination of the this agreement.   |
| 5.24 | Not to cause or permit anything which may damage or endanger the Intellectual Property or other intellectual property, goodwill, credibility, business prospective of the Conformity Assessment Body (CAB)'s title to it or assist or allow others to do so.  |
| 5.25 | To notify the Conformity Assessment Body (CAB) of any suspected infringement of the Intellectual Property or the intellectual property of the Conformity Assessment Body (CAB).   |
| 5.26 | Not to use the Intellectual Property for the purposes other than those envisaged under this Agreement and, if the Business Associate (BA) breaches this clause, without restricting the Conformity Assessment Body (CAB)'s other rights to compensate the Conformity Assessment Body (CAB) for any use by the Business Associate (BA) of the Intellectual Property otherwise than in accordance with this Agreement.  |
| 5.27 | To indemnify the Conformity Assessment Body (CAB) to the extent the Business Associate (BA) is at fault, for any liability incurred to third Parties for any use of the Intellectual Property otherwise than in accordance with this Agreement.   |
| 5.28 | On the expiry or termination of this Agreement forthwith to cease to use the Intellectual Property.   |
| 5.29 | Not to apply for registration of the Trade Name or the Permitted Names as a trade mark but to give the Conformity Assessment Body (CAB) at the Conformity Assessment Body (CAB)'s expense any assistance it may require in connection with the registration of the Trade Name or the Permitted Names as a trade mark in any part of the Territory and not to interfere in any manner nor attempt to prohibit the use or registration of the Trade Name or any similar name or designation by any Business Associate (BA) of the Conformity Assessment Body (CAB). |
| 5.30 | Not to tamper with any markings or insignia or other indication of the source of origin of TNV materials which may be placed by the Conformity Assessment Body (CAB) on the TNV materials supplied.   |
| 5.31 | Not to use the Intellectual Property otherwise than is permitted by this Agreement.   |
| 5.32 | Not to use any name or mark similar to or capable of being confused with the Trade Name the Permitted Names or the Trade Mark.  |
| 5.33 | Not to use the Intellectual property except directly in the Business.   |
| 5.34 | To hold any additional goodwill generated by the Business Associate (BA) for the Intellectual Property or the Business as bare trustee for the Conformity Assessment Body (CAB).  |
| 5.35 | To use the Permitted Names as it's only trade names.  |
| 5.36 | Not at any time during or after the Term to divulge or allow to be divulged to any person confidential information without the express approval of the Conformity Assessment Body (CAB) in writing relating to the business affairs or finances of the Conformity Assessment Body (CAB).  |
| 5.37 | To comply with the terms of any Default Notice (as defined by clause 6.3) specifying a breach of the  |





|      |   |
|------|---|
|      | provisions of this Agreement and requiring the breach to be remedied as far as it may be but nothing in this clause is intended to require the Conformity Assessment Body (CAB) to serve notice of any breach before taking action in respect of it.  |
| 5.38 | Throughout the Term to protect and promote the goodwill associated with the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES.  |
| 5.39 | Not while operating the Business to engage directly or indirectly in any capacity in any business venture which may be deemed to be competitive with the Business in the Territory without the written consent of the Conformity Assessment Body (CAB).   |
| 5.40 | To conduct the Business in an orderly and business-like manner and strictly in compliance with all such policies and operating standards as may from time to time be specified by the Conformity Assessment Body (CAB) (particularly in the TNV Assessment Procedure) and generally to maintain the standards of quality of the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES.  |
| 5.41 | To comply with the conduct of the Business with all applicable laws bylaws and regulations of a government nature applicable to the Business or its conduct in the Territory.   |
| 5.42 | To indemnify and keep indemnified the Conformity Assessment Body (CAB) from and against any liability whether criminal or civil suffered and legal fees and costs incurred by the Business Associate (BA) because of:- any neglect or default of the Business Associate (BA) or its agents employees or customers in connection with the Business ; or  |
| 5.43 | Any other reason so long as such loss damage liability fees or costs resulted   |
| 5.44 | Not to assign charge or otherwise deal with this Agreement in any way without the written permission of the TNV.  |
| 5.45 | Not to describe itself or act as agent or representative of the Conformity Assessment for carrying any other activities then Marketing and business development of the TNV.   |
| 5.46 | Not to pledge the credit and credibility of the Conformity Assessment Body (CAB) in any way.  |
| 5.47 | To give notice in such places as the Conformity Assessment Body (CAB) may think fit.  |
| 5.48 | As and when instructed by the TNV, BA need to maintain the professional indemnity in the name of <b>TNV Certification Pvt. Ltd....</b> For the instructed amount and such expenses shall be paid by the business associates.  |
| 5.49 | Not to make any representations to customers or to give any guarantee, warranties, assurance other than those contained in any standard terms and conditions set out in the TNV Assessment Procedure.   |
| 5.50 | In all correspondence and other dealings relating directly or indirectly to the Business clearly to indicate that it is acting as principal and doing the marketing for the TNV. And ensure avoid any Legal, Functional representation of the TNV in any way.   |
| 5.51 | To apply the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES in the same manner which is described in the TNV Assessment Procedure and not to alter the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES as designed by the Conformity Assessment Body (CAB).  |
| 5.52 | Not to set off any part of the fees along with the reason any money payable by the Business Associate (BA) to the Conformity Assessment Body (CAB) under this Agreement.  |
| 5.53 | Not to involve in any activities which is competitive by the nature with the business of <b>TNV Certification Pvt. Ltd....</b>  |
| 5.54 | To permit, cooperate and extend full support to TNV to test / evaluate all the Auditor / Technical Expert or any other person (who is or may be involved in the certification activities or marketing activities against the FPP (Fit Proper Person) Test criteria of the TNV, Accreditation Board or Any governing or regulatory body. This may include but limited to “verification of the background, reference verification, police verification, character verification or any other method” as think fit by the conformity assessment body. To keep TNV updated with the updated status of the person used for the certification or marketing activities. |
| 5.55 | Signing on the Agreement: upon being authorised by the TNV, authorised person (preferably Key persons or country head) shall sign the agreement (TNV-F-004) for and on behalf of the TNV, financial agreement or arrangement can be executed between client and BA, but this shall not be substitute of TNV agreement. As and when required, BA shall submit original financial terms & Condition if any in addition to the TNV F-004. No other person (except to signatory of the agreement) shall sign on the agreement unless permitted by the TNV.  |
| 5.56 | <u>That the Second party shall ensure conformance to the applicable requirements including legal status, impartiality, competence requirements, process requirements and with the CB's management system, to the extent that the candidate entity is involved in the delivery of certification services.</u> <ul style="list-style-type: none"><li>• <u>That the Second Party shall operate within the (first party) CB's management system;</u></li></ul> <u>As needed, based on the risk assessment, additional controls shall be defined and implemented;</u>  |
| 5.57 | <u>Second party is subject to on-site internal audit by the CB on an ongoing basis. The audits shall include</u>  |



|      |  |
|------|--|
|      | <i>all activities performed by the entity on behalf of the CB. The audit frequency shall depend on the risk assessment and the results of previous audits;</i>   |
| 5.58 | <i>First Party shall complete all the reporting as required including mandatory annual reporting on key performance indicators (KPIs), including those specified in IAF MD 15: IAF Mandatory Document for the Collection of Data to Provide Indicators of Management System Certification Bodies' Performance;</i>   |
| 5.59 | <i>Second party shall provide access to control and monitoring by the CB's Accreditation Body (AB) as deemed necessary; and Second party shall provide full support to the representative of the accreditation board.</i>  |
| 5.60 | <i>Not to offer consultancy services directly or through any related entity.</i>   |
| 5.61 | <i>Disclose all conflict and interest in any company which may affect the impartiality of the TNV.</i>   |
| 5.62 | <i>Not to initiate same line of business with any other company.</i>   |
| 5.63 | <i>Support head office to complete monitoring the performance of the Business Associates, including Staff, Auditor, Technical Expert and any personal who is performing any task for and on behalf of the TNV.</i>   |
| 5.64 | <i>Not to claim that Second party is accredited by IAS and not to use the name of accreditation board in any manner which give a misleading information that Business associate (second party) is accredited.</i>  |
| 5.65 | <i>Not to use logo of the TNV, accreditation board or any related logo like IAF-MLA etc which give impression that Business associates is accredited by respective accreditation board.</i>  |
| 5.66 | <i>First Party shall not tie up or deal with any accreditation which is not under IAF arrangements or not recognised in the same company or through any related company.</i>   |
| 5.67 | <i>Use of logo of the First party (TNV) may be allowed but ordinary certification logo must not be used, only corporate logo can be used by the Business associate and after a written prior permission of the TNV. Corporate logo may be supplied by the TNV if needed, wherever logo of the TNV is used, a link of the website of the TNV i.e. <a href="http://www.tnvgroup.org">www.tnvgroup.org</a> shall be established with the logo. No logo of accreditation board or IAF-MLA shall be allowed to Business associate.</i>  |
| 5.68 | <i>Shall share all the information required for the internal audit on the google drive as created by the TNV.</i>  |
| 5.69 | <i>Shall have access of the google drive which shall be used by the head office, auditor and Business associates, business associate shall have right as editor and shall assign and change the right of the auditor from time to time.</i>  |
| 5.70 | <i>Second party understand and abide with the requirement to conform to the applicable accreditation requirements is extended to the Second Party as per IAF MD 23, in relation to the services it performs on behalf of the TNV. Second party understand and agree to meet the requirement that TNV shall monitor the ongoing performance of the entity, including on-site internal audits (including witnessing audits) of the entities to the relevant accreditation requirements of the TNV's management system, the TNV's Governance Documents and other applicable documents in relation to the activities performed on behalf of the TNV.</i> |
| 5.71 | <i>Business Associates confirm that update / change in any of the following information shall be submitted to the first party (TNV) from time to time:</i>   |
|      | <ul style="list-style-type: none"> <li>• <i>ownership and owners and their relationships (business and other).</i></li> <li>• <i>related businesses, including relationships with consulting companies.</i></li> <li>• <i>criminal records of owners and entity - clean records.</i></li> <li>• <i>potential issues with authorities, violations, acts, bans, tax records, social security records.</i></li> <li>• <i>Any change in employees or external resources.</i></li> </ul> <p><i>Any major change in the organisation which may affect financial stability of the second party.</i></p>   |

**Note: Exclusion:**

Exclusion: It's clearly stated that CAB (first party) does not delegate any activities/right which is part of the decision making for certification process including Contract Review, Selection & Approval of the Auditor, etc. in case of any conflict, requirements of the accreditation standards/ accreditation board shall have overriding effect over the provisions of this agreement.

The Second party shall not act as marketing representative or auditor, promoter or in any other capacity for any other such agency which is considered competitive in the nature with the business of the TNV in the territory assigned by the first party during the validity of this agreement directly or indirectly without written and clear consent of the first party.

**6. TERMINATION**

|     |  |
|-----|--|
| 6.1 | On the Expiry Date of this agreement, if not renewed by the TNV.   |
| 6.2 | IN case of non-performance of Business Associates, like If the Business Associate (BA) does not achieve reasonable sales (10 Certification contract per month) within the first twelve months of this Agreement. |



|     |  |
|-----|--|
|     | If BA fail to maintain the desired business level in due course of time, like monthly Registration fees to TNV below USD 1500 may be treated as non-performance after first 12 month. Lack of the marketing staff or unwillingness to the appoint team for the marketing may be treated as non-seriousness to achieve the performance.   |
| 6.3 | If the Business Associate (BA) goes into liquidation either compulsory or voluntary (save for the purpose of reconstruction or amalgamation) or if a receiver is appointed in respect of the whole or part of its assets or if the Business Associate (BA) makes an assignment for the benefit of or composition with its creditors generally or threatens to do any of those things.  |
| 6.4 | On the occurrence of any of the following events which are fundamental breaches of this Agreement;<br>i Involved in consultancy Services.<br>ii Affect the credibility of the TNV in negative manner.<br>iii Filed to service the intimation / Notice timely, intimation which is expected to send from local office for and on behalf of TNV especially for Complaint, Surveillance and Renewal etc.<br>iv Failure to comply with the terms of any Default Notice (as defined by Clause 6.2) within the stipulated time; or<br>v any breach by the Business Associate (BA) of Clause or clauses of this Agreement; or<br>vi Any assignment or other disposal of this Agreement or the location by the Business Associate (BA); provided that the Conformity Assessment Body (CAB) may waive any breach of this Agreement by the Business Associate (BA).<br>vii Misrepresentation of the authorisation, logo, name, accreditation board logo, or any other logo or name used in connection to the business with the TNV by business associates.<br>viii In case business associates deals with any other accreditation board, certification body, or with any other agency/manner which TNV consider as potential risk for the business future plan of the TNV.<br>ix Involvement of business associate with any other CAB, Agency for any services which is competitive in relation to the business of TNV, shall be treated risk to the operation of the TNV and shall not be permitted unless it is accepted, approved and permitted by the TNV in writing.<br>x Not holding valid professional indemnity insurance for the territory in the name of TNV.<br>xi Not holding a valid insurance of the staff / auditor / technical experts used from the territory in the name of TNV.<br>xii Involvement in any activities which lead to complaint, dissatisfaction of the client, delay in service or anything which is consider inappropriate as per TNV's guideline / procedure. |
| 6.5 | Breach of the Financial terms:<br>i Failure to pay annual charges/expenses for the witness audit or internal audit to CAB.<br>ii Failure to collect fees from the client or failed to transfer fees in the account of TNV within 15 days or as per agreed terms from the date of issuance of the final certificate.<br>iii All invoice need to be paid within 15 days from the date of invoice, failing in making payment may be sufficient reason to terminate this agreement.<br>iv Fails to make payment of the office expenses, auditor fees, local taxes and all office, administration and expenses on timely manner which may affect the services, process or brand value of the organisation directly or indirectly.   |
| 6.6 | <u>If the Performance Monitoring Report is negative and concludes for the serious action, the Business Association may be terminated by the CAB.</u>   |

## 7. CONSEQUENCES OF TERMINATION

|     |  |
|-----|--|
| 7.1 | On the expiry or other termination of this Agreement the Business Associate (BA) undertakes;<br>i. at the Conformity Assessment Body (CAB)'s discretion to return or destroy all materials in hand in accordance with the Conformity Assessment Body (CAB)'s directions; and<br>ii. to destroy all stationery used in the Business; and<br>iii. to return to the Conformity Assessment Body (CAB) all publicity and promotional and advertising materials used in the business, as supplied by the Conformity Assessment Body (CAB); and<br>iv. to sign such notification of cessation of use of the Intellectual Property as is required by the Conformity Assessment Body (CAB); and<br>v. to return to the Conformity Assessment Body (CAB) all originals and copies of all documents and information in any form containing or covering in any way any part of the Intellectual Property; and<br>vi. Immediately to cease carrying on the Business.<br>vii. To transfer the domain name and the website to the TNV Certification private limited within 15 |
|-----|--|



|     |   |
|-----|---|
|     | days.   |
| 7.2 | In the event of a breach by the Business Associate (BA) of any provisions of this Agreement other than a fundamental breach specified in clause 5, the Conformity Assessment Body (CAB) may serve notice (a Default Notice) requiring the breach to be remedied with the time stipulated in that notice, time limit may depend on the severity of the breach and is at the discretion of the Conformity Assessment Body (CAB). But nothing in this clause shall require the Conformity Assessment Body (CAB) to serve prior notice of any breach before taking action in respect of it. |
| 7.3 | The expiry or termination of this Agreement shall be without prejudice to any rights which have already accrued to either of the Parties under this Agreement.  |
| 7.4 | <u>Partner company is using name of TNV in any form and manner shall immediately stop using the name.</u>   |
| 7.5 | <u>In case partner have been granted permission to use the name of the TNV, shall immediately close the company otherwise change the name of company removing TNV and any such similar name immediately subject to maximum 30 days from the termination notice of the agreement. All the permission to use the brand name of TNV, accreditation board and IAF shall be withdrawn with the termination of the agreement and Partner (Second party shall immediately stop using the name of the IPR intellectual property).</u>   |

## 8. MISCELLANEOUS

|     |  |
|-----|--|
| 8.1 | Each of the parties warrants its power to enter into this Agreement.   |
| 8.2 | The Business Associate (BA) shall forthwith notify the Conformity Assessment Body (CAB) if there are any changes in the shareholdings of the Business Associate (BA). Any proposed change in the shareholdings of the Business Associate (BA) shall only be made after the Conformity Assessment Body (CAB) has given its written consent which shall not unreasonably be withheld to such change.   |
| 8.3 | In the event of change of shareholders/management of the Business Associate (BA) the transfer to another shareholder shall be subject to prior notification of the Conformity Assessment Body (CAB) and such transferee/change shall enter into such agreement to abide by the terms and conditions of this Agreement as may be required by the Conformity Assessment Body (CAB).  |
| 8.4 | Sale, transfer, change in the the Business Associate (BA) or of its any part of the Business or the location the rights of the Business Associate (BA); but without the existing obligations of the Business Associate (BA).   |
| 8.5 | If within thirty (30) days of the receipt of such notice the Conformity Assessment Body (CAB) has not indicated to the Business Associate (BA) its acceptance of such offer the Business Associate (BA) shall be free within three (3) months of such notice to sell assign or otherwise part with the Business or Location as set out in the notice to the Conformity Assessment Body (CAB).  |
| 8.6 | No third party who acquires the Business or any part of it or the location or any interest in any of them shall have disclosed to him the contents of the TNV Assessment Procedure or any part of it nor shall be entitled to operate under the Permitted Names the Trade Name or by the TNV Method or any part of it unless such person has been approved by the Conformity Assessment Body (CAB) and has agreed to be bound by the terms and conditions of the Agreement used by the Conformity Assessment Body (CAB) at the time for a period not less than the residue of the Term (including any option to extend the Term) in accordance with the provisions of the Agreement.   |
| 8.7 | All the provisions of the TNV Assessment Procedure (as amended from time to time) or any new edition of it are incorporated into and form part of this Agreement as though fully set forth in it and in the event of any conflict between a term of this Agreement and a provision in the TNV Procedural Manual, this Agreement shall prevail.   |
| 8.8 | The Business Associate (BA) acknowledges the Conformity Assessment Body (CAB) grant rights to operate in the territory, and after this assignment / agreement:<br>i the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES and all parts of it including without limitation all amendments and modifications thereto and all advertising matter slogans and the like which may from time to time be used to promote the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES; and<br>ii make such additions or modifications to the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES including the addition renewal substitution of intellectual property rights as may from time to time appear to the Conformity Assessment Body (CAB) necessary to promote and improve the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES and to amend or revise the TNV Procedural Manual accordingly; and<br>iii use and license others to use the TNV Method within and outside the Territory; and<br>iv Grant this license.<br>v Grant of this license does not affect the right of the TNV to assign another BA or validity of the |



|      |  |
|------|--|
|      | appointment of the existing business associate in any territory.   |
| 8.9  | The Conformity Assessment Body (CAB) and the Business Associate (BA) mutually undertake and agree not to disclose to any unauthorized person any data the subject of the Applicable Act.   |
| 8.10 | The Conformity Assessment Body (CAB) undertakes to maintain this registration under the Data Protection Act as a “data user”.  |
| 8.11 | The Conformity Assessment Body (CAB) has the right to audit the books of the Business Associate (BA) at any time and at its own costs, having provided the Business Associate (BA) with 30 days prior written notice of its intent to do so. |
| 8.12 | The expiration or termination of this Agreement shall not relieve either of the Parties of their prior respective obligations or impair or prejudice their respective rights against the other.  |
| 8.13 | Headings contained in this Agreement are for reference purposes only shall not be incorporated into this Agreement and shall not be deemed to be any indication of the meaning of the clauses and sub-clauses to which they relate.          |

## 9. FORCE MAJEURE

|     |  |
|-----|--|
| 9.1 | Both Parties shall be released from their respective obligations in the event of national emergency war prohibitive governmental regulation or if any other cause beyond the control of the Parties renders performance of the Agreement impossible whereupon. |
| 9.2 | all money due to the Conformity Assessment Body (CAB) shall be paid immediately  |
| 9.3 | the Licenses shall forthwith cease carrying on the Business; and   |
| 9.4 | The Conformity Assessment Body (CAB) shall not be obliged to continue to provide the TNV QMS, EMS, OHSAS & FSMS AND OTHER SERVICES support service stipulated in the TNV Assessment Procedure and this Agreement.  |
| 9.5 | Provided that this clause shall only have effect at the mutual agreement of the Parties except when such an event renders performance impossible for a continuous period of 6 months due to unavoidable reasons..  |

## 10. RETENTION OF TITLE

|      |  |
|------|--|
| 10.1 | The TNV materials and delivered by the Conformity Assessment Body (CAB) shall remain the sole and absolute property of the Conformity Assessment Body (CAB) as legal and equitable owner until such time as all the money due to the Conformity Assessment Body (CAB) has been paid by the Business Associate (BA) but shall be at the Business Associate (BA)'s risk from the time of delivery to it. |
| 10.2 | The Business Associate (BA) warrants that it is not at the time of entering into this Agreement insolvent and knows of no circumstances which would entitle any creditor to appoint a receiver or to petition for winding up or to exercise any other rights over or against its assets.   |

## 11. WHOLE AGREEMENT

|      |   |
|------|---|
| 11.1 | The Business Associate (BA) acknowledges that this Agreement contains the whole agreement between the parties and it has not relied upon any oral or written representation made to it by the Conformity Assessment Body (CAB) or any of its employees or agents and has made its own independent investigations into all matters relevant to the business. |
|------|---|

## 12. SUPERSEDES PRIOR AGREEMENTS

|      |  |
|------|--|
| 12.1 | This Agreement supersedes any prior agreement, arrangements, communication, and consent between the Parties whether written or oral, any such agreements, communication shall stand cancelled and shall be treated null and void unless this agreement found defective or cancelled at the Commencement Date but without prejudice to any rights, which have already accrued to either of the parties of this agreement. |
|------|--|

## 13. CRETION

|      |   |
|------|---|
| 13.1 | No decision to exercise of discretion, judgment or opinion or approval of any matter mentioned in this Agreement or arising from it shall be deemed to have been made by the Conformity Assessment Body (CAB) except if in writing and shall be at its sole discretion unless otherwise expressly provided in this Agreement. |
|------|---|



#### 14.

#### METHOD OF NOTICE

|                             |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
|-----------------------------|---|-----------------------------|--|--------------------|--|------------------------|--|----------------|--|--------------|--|---------------|--|-------------|--|
| 14.1                        | Any notice to be served on either of the Parties by the other shall be sent by prepaid recorded delivery or registered post or by fax or by telex or by electronic mail or courier and shall be deemed to have been received by the address within seventy two (72) hours of posting or twenty four (24) hours if sent by telex or fax or by electronic mail or courier to the correct telex number (with correct answerback) or correct electronic mail number of the addressee. |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| 14.2                        | Conformity Assessment Body (CAB)'s address of which a notice shall be sent to is;<br><br>TNV Certification Private Limited (U74900UP2011PTC046719)<br>TNV House, 537-B/187-B,<br>Amber Vihar, Nr. CBI, Keshav Nagar,<br>Sitapur Road, Lucknow-21 UP (India)<br>Tel: +91 (0) 522 275 6327-6328<br>Whatsapp: +919415037680<br>E-mail: <a href="mailto:info@isoindia.org">info@isoindia.org</a> CC to: <a href="mailto:tnvindia@gmail.com">tnvindia@gmail.com</a>                    |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| 14.3                        | Business Associate (BA)'s address of which a notice shall be sent to is:<br><table border="1"><tr><td><b>Name of Key Personal</b></td><td></td></tr><tr><td><b>Designation</b></td><td></td></tr><tr><td><b>Name of Company</b></td><td></td></tr><tr><td><b>Address</b></td><td></td></tr><tr><td><b>Phone</b></td><td></td></tr><tr><td><b>Mobile</b></td><td></td></tr><tr><td><b>Mail</b></td><td></td></tr></table>  | <b>Name of Key Personal</b> |  | <b>Designation</b> |  | <b>Name of Company</b> |  | <b>Address</b> |  | <b>Phone</b> |  | <b>Mobile</b> |  | <b>Mail</b> |  |
| <b>Name of Key Personal</b> |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Designation</b>          |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Name of Company</b>      |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Address</b>              |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Phone</b>                |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Mobile</b>               |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| <b>Mail</b>                 |   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |
| 14.4                        | Each of the Parties shall give notice to the other of change or acquisition of any address or telephone fax telex electronic mailbox or similar number as soon as practicable and in any event within forty eight (48) hours of such change or acquisition.   |                             |  |                    |  |                        |  |                |  |              |  |               |  |             |  |

#### 15. BUSINESS ASSOCIATE (BA)'S RIGHT TO ASSIGN

|      |   |
|------|---|
| 15.1 | This Agreement and all rights under it may only be assigned or transferred by the Business Associate (BA) with the prior written consent of the Conformity Assessment Body (CAB). |
|------|---|

#### 16. PROPER LAW AND JURISDICTION

|      |  |
|------|--|
| 16.1 | This Agreement shall be governed by English law in every particular.   |
| 16.2 | Any proceedings arising out of or in connection with this Agreement may be brought in any court of competent jurisdiction in India only.   |
| 16.3 | The submission by the Parties to such jurisdiction shall not limit the right of the Conformity Assessment Body (CAB) to commence any proceedings arising out of this Agreement in any other jurisdiction it may consider appropriate.  |
| 16.4 | Any notice of proceedings or other notices in connection with or which would give effect to any proceedings may without prejudice to any other method of service be served on any party. Such notice(s) shall be made in writing and issued under first class mail to the registered address shown in clause 14. |

#### 17. RIGHTS CUMULATIVE

|      |  |
|------|--|
| 17.1 | All rights granted to either of the Parties shall be cumulative and no exercise by either of the Parties of any right under this Agreement shall restrict or prejudice the exercise of any other right granted or otherwise available to it. |
|------|--|

#### 18. WAIVER

|      |   |
|------|---|
| 18.1 | The failure by the Conformity Assessment Body (CAB) to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not be a waiver of them or of the right at any time subsequently to enforce all terms and conditions of this Agreement. |
|------|---|



## 19. VISITS

|      |   |
|------|---|
| 19.1 | <p>19.5.1 TNV shall visit Business Associate (BA)'s offices at the commencement of this Agreement to:</p> <ol style="list-style-type: none"><li>i Provide training to the Business associate, Auditors &amp; staff on the procedure of TNV</li><li>ii To do the evaluation of the auditors via interview, examination form or via any other mode as considered appropriate by the TNV.</li><li>iii conduct a witness audit of a representative of Business Associate (BA)/Auditor, and</li><li>iv To assure itself of Business Associate (BA)'s capability to perform its obligations under this Agreement ("Initial Visit").</li></ol> <p>19.5.2 TNV's representative shall visit the BA office once in year to conduct the Internal audit of the location as mandatory requirements and 100% of the cost shall be paid by the Business Associates of the specified territory. Following task may be the main area which shall be taken during the annual visit:</p> <ol style="list-style-type: none"><li>i To conduct the internal audit of the activities being carried out at the overseas office for the territory.</li><li>ii Provide training to the Business associates, Auditor, technical expert, staff and any other person who's involved in the activities at the overseas location.</li><li>iii To do the evaluation of the auditor via interview, examination form or via any other mode as considered appropriate by the TNV.</li><li>iv To conduct a witness audit of a representative of Business Associate (BA), and</li><li>v To assure itself of Business Associate (BA)'s capability to perform its obligations under this Agreement ("Initial Visit").</li></ol> <p>19.5.2 Business Associate (BA) shall pay 100% of all costs of the following:</p> <ol style="list-style-type: none"><li>i Air Fare from Lucknow or Delhi to the nearest airport to the destination of BA.</li><li>ii Hotel stays during the period (comfortable with good ambience).</li><li>iii Local Travel comfortable travel arrangements during all the days of stay.</li><li>iv English translator if Staff, Auditor, Technical Expert, Audit Client is not able understand or speak English language.</li><li>v BA shall cooperate, Assist in getting Visa for the visit, BA shall do all the needful to get E-Visa of Visa from destination, in case it is not possible, BA shall assist the company to get visa on time by providing invitation letter, legal documents of the company and mail, fax or any other information as required by the Embassy handling the Visa approval.</li></ol> <p>19.5.3 Overseas Location Approval Charges:</p> <ol style="list-style-type: none"><li>i Getting approval of country is the responsibility of the TNV, once any BA sign MOU to be other location as authorised representative of TNV in the said country, no approval charges are applied but in a condition where location of the business associate need to be approved and to be included in the accreditation schedule, USD 700 shall be charged for the approval of the overseas location by the business associates, this fees is charged by accreditation board and TNV don't charge for processing of the location and risk assessment.</li><li>ii TNV is responsible for taking necessary approval of the accreditation board to operate in the territory of the BA as specified in this agreement in Section 2 Definition.</li><li>iii <i>TNV shall review the Risk as per their procedure and shall consider various factor including but not limited to CPI, GTI, FSI, UN Sanction, Legal requirements of the specific country, prior approval of the local authority etc and accordingly shall processes the BA application. KYC shall be carried out by the TNV and shall be updated by Business associates on annual basis, any changes in the KYC need to be informed to the TNV on priority. Approval of the working area and location shall be governed by Certification Schedule as issued by TNV from time to time to Business Associates and this shall be considered as boundary for the operation of the business associates for the codes, area, industry, standards to be operated in the territory.</i></li></ol> <p>19.5.4 TNV Responsibility for the visit is as following:</p> <ol style="list-style-type: none"><li>i TNV's full time qualified team members or any qualified auditor (who is well verse with the system of the TNV) may visit the overseas Location for the above task as specified in 18.5.1</li><li>ii In case TNV change the schedule after making arrangements by the BA, and all the expenses for rescheduling the visit shall be paid by the TNV.</li><li>iii TNV shall not charge Business Associate (BA) for the Man-days given by the TNV representatives for the Initial/Annual visit. But any special visit requested by the BA shall be chargeable on man-days basis.</li><li>iv TNV shall provide training on the documents / procedure of the TNV relevant for the BA.</li></ol> |
|------|---|



|       |  |
|-------|--|
| 19.2: | In the event TNV determines, in its sole discretion, that in order to assure itself that Business Associate (BA) is meeting all the requirements of this Agreement, including following all the Procedures, (i) TNV should visit Business Associate (BA)'s office or (ii) Business Associate (BA) should send a representative for additional training at TNV's offices ("TNV Requested Follow-Up Visit"), Business Associate (BA) shall pay 100% of all costs (airfare, room and board, local transportation, and daily allowance), in advance, in connection with the TNV Requested Follow-Up Visit. TNV shall not charge for the time of TNV representatives during the TNV Requested Follow-Up Visit.  |
| 19.3  | In the event Business Associate (BA) determines, in its sole discretion, that in order to assure itself that it is meeting all the requirements of this Agreement, including following all the Procedures, (i) TNV should visit Business Associate (BA)'s office or (ii) Business Associate (BA) should send a representative for additional training at TNV offices ("Business Associate (BA) Requested Follow-Up Visit"), Business Associate (BA) shall pay 100% of all costs (airfare, room and board, local transportation, and daily allowance), in advance, in connection with the Business Associate (BA) Requested Follow-Up Visit. TNV shall not charge for the time of TNV representatives during the Business Associate (BA) Requested Follow-Up Visit. |
| 19.4  | In the event one of the Bodies decides to send a representative to conduct a visit to Business Associate (BA)s' offices or to witness one or more Auditors ("Accreditation Board's Visit"), then Business Associate (BA) shall pay to TNV, in advance, 100% of all fees and costs related thereto.   |
| 19.5  | Each of the Parties shall pay the costs and expenses incurred by it in connection with this Agreement unless described otherwise.  |

## 20. Issuance of the Franchisee Authorization Letter

|      |  |
|------|--|
| 20.1 | <i>Once all the formalities of the contract is signed, TNV shall issue an authorisation letter to Business Associates, which shall be conclusive evidence that all formalities / requirements are duly completed.</i>  |
| 20.2 | <i>Business associates shall make a reference of the website of the TNV Certification Pvt. Ltd. On their website, brochures and other publicity material.</i>  |
| 20.3 | <i>Authorisation shall be specified in the schedule of Certification issued to the partner by the TNV which would be based on the resources available for the location to conduct the audit or sanctioned / restriction imposed by the TNV Certification Pvt. Ltd.</i> |

## 21. Signatories to This Agreement

The parties put their signature and exchange the copy of the agreement after duly reading and understanding and witnessed by the person.

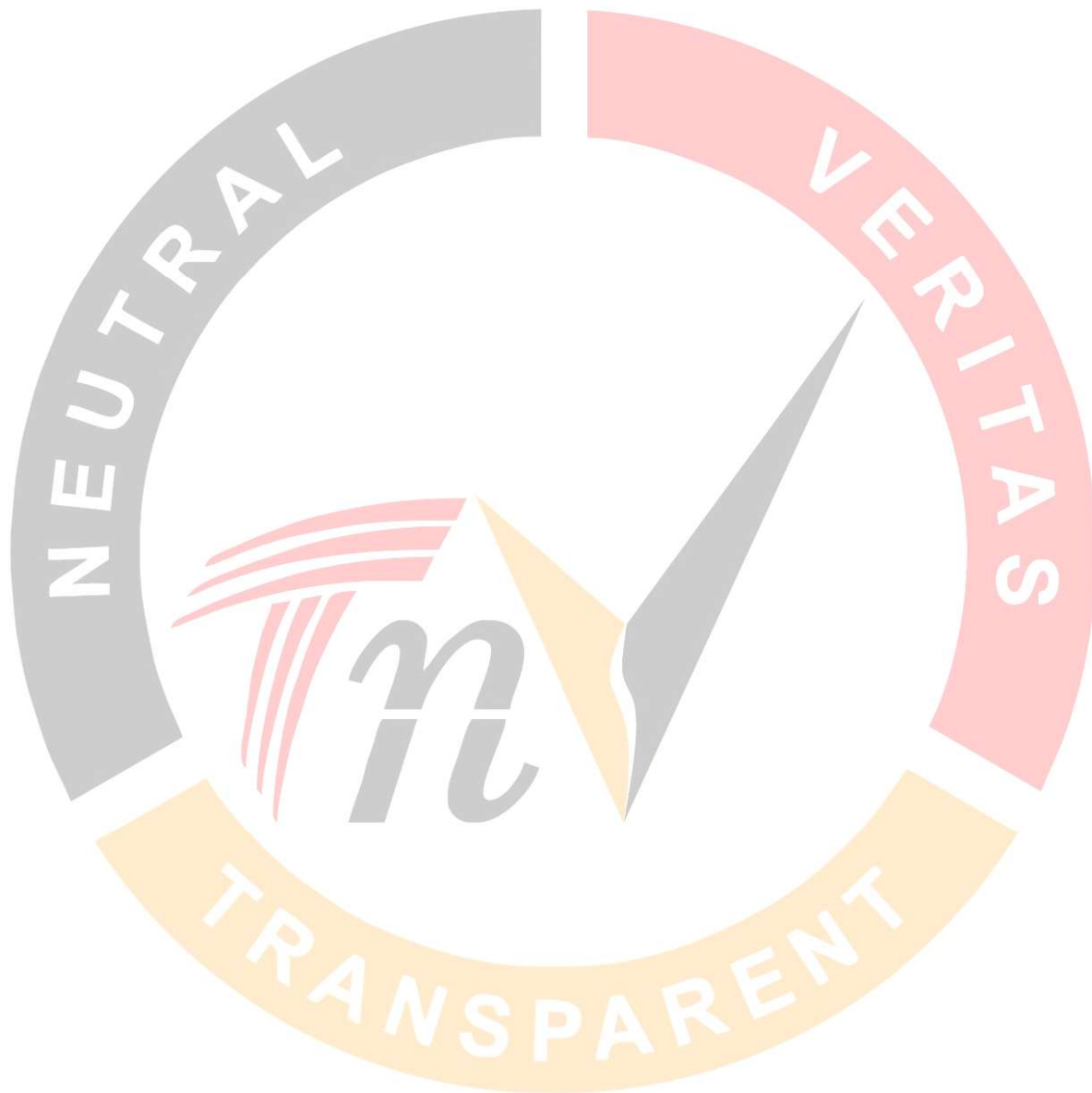
|  |                                    |
|--|------------------------------------|
| <b>For and on behalf of first party</b>  |                                    |
| Signature                                |                                    |
| Name                                     | CS Pragyesh Kumar Singh            |
| Designation                              | Managing Director                  |
| Company Name                             | <b>TNV Certification Pvt. Ltd.</b> |
| Date                                     | <b>DD/MMM/YYYY</b>                 |
| <b>For and on behalf of Second party</b> |                                    |
| Signature                                |                                    |
| Name                                     |                                    |
| Designation                              |                                    |
| Company Name                             |                                    |
| Date                                     |                                    |

[Click here to go back to Table of Contents](#)





Head Offices in India, TNV Certification Pvt Ltd, Company Registration No. **U74900UP2011PTC046719**, Registered in India, Director: Pragyesh Kumar Singh, FCS, Mail: [tnvindia@gmail.com](mailto:tnvindia@gmail.com)





## SCHEDULE 1

### Within country Registration Fees (All fees in USD):

| Sl. | Standard | Initial Certification Fee | Surveillance Fee | Three Year Charges | Transfer fee |
|-----|----------|---------------------------|------------------|--------------------|--------------|
| 1   | QMS      |                           |                  |                    |              |
| 2   | EMS      |                           |                  |                    |              |
| 3   | OHSMS    |                           |                  |                    |              |
| 4   | FSMS     |                           |                  |                    |              |
| 5   | ISMS     |                           |                  |                    |              |
| 6   | MD-QMS   |                           |                  |                    |              |
| 7   | ABMS     |                           |                  |                    |              |
| 8   | BCMS     |                           |                  |                    |              |

#### Note 01 to Schedule: 01

- (\*) marked certificates may not be coming under the present accreditation schedule of the TNV or may accreditation be available with other related entity, or may be the Compliance (Non-Accredited) certificate, such services may be provided by TNV a compliance or may be availed from any related entity as per requirement of accreditation; as soon accreditation is attained by TNV; all compliance certificate shall be covered under Accreditation without further fees, in case accreditation board charge per certificate, in such condition fees may be charged / revised on the basis of conditions of accreditation.
- Any Government (GST) Tax as applicable shall be charged extra. Please note that presently Service tax is exempted by the government of India for Export of Services; hence no additional charge is applicable.
- # Fees shall be charged and collected as per invoice, but subject to the Exchange ration of USD. Fees to be paid in USD whichever is higher, this shall be sole decision of the Conformity Assessment Body (CAB).
- For each additional site; registration fees shall be increased by 25% of the fees given in this schedule for each additional site. Additional site means location other than *Head Office and one Factory or one worksite falls within the same scope as main site/location*.
- TNV have full control from the territory of India and have no tax status in the said country, therefore no tax is liable to be paid by TNV, in case any TAX or TDS is applicable, same shall be paid by Business associates only and no portion of tax shall be paid by TNV.

#### Note 02 to Schedule: 01 : Payment of the Fees:

TNV (CAB) agrees to receive all payments from the Business Associates by Bank / Wire Transfer or any other method agreed in writing. All the remittance should be in foreign currency preferably in USD and to be transferred to the bank account details as given in Invoice issued to overseas business associates else in the following bank account or in any other account in the name of **TNV Certification Pvt. Ltd.** as instructed in writing by the TNV from time to time:

|                |                                    |
|----------------|------------------------------------|
| Account name   | TNV Certification Pvt Ltd          |
| Account Number | 032505005954                       |
| Bank           | ICICI Bank                         |
| Branch Code    | Aliganj Branch, Lucknow (UP) India |
| Swift Code     | ICICNBBCTS                         |
| IFSC Code      | ICIC0000325                        |



### NOTE 03 TO THE SCHEDULE 1 FINANCIAL CONDITION:

**BA responsibility to send the information:** BA agrees to send all the payments information to TNV and to keep a copy of the proof of the remittance for 3 years. And this evidence must be submitted to the TNV as and when required.

**Bank Charges:** BA shall pay all the bank / remittance charges including the charges of the corresponding banks. TNV shall consider the net amount credited in the account of the TNV.

**Foreign Currency:** All the remittance must be in foreign currency preferably in USD and to be transferred to the bank account details as given in Invoice issued to overseas business associates else in the following bank account or in any other account in the name of **TNV Certification Pvt. Ltd....** as instructed in writing by the TNV from time to time. In any case if amount is not credited in foreign currency, TNV shall charges GST or any other tax as applicable as per the government prevailing rate. Presently service tax rate is 18%

**Invoicing in any other foreign currency:** TNV consider and accept remittance in any other foreign currency then USD and this shall depend on the request made by the partner, in case business associate request for conversion of the invoicing currency from USD to Local currency (Except Nepal and Bhutan), invoice may be issued by TNV in said currency and conversion rate shall be applicable from USD to Local currency.



## **SCHEDULE 2 TRADEMARKS APPLIED TO TNV.**

Logo for the use shall be supplied separately after signing the agreement and if any change required shall be intimated to the partner from time to time. Use of accreditation marks shall be sued with accreditation number granted to TNV (as and when applied).



### **Prohibition of use of Marks:**

1. Business associated shall not use any reference of mark (s) without prior permission of the TNV.
2. Use of the logo of the TNV or accreditation board is not permissible on any website.
3. No use of marks shall indicate the accreditation status of the business associated but association is limited to the marketing for business development in the country and collection of the payment and this should not be violated at any time.

[Click here to go back to Table of Contents](#)



### SCHEDULE 3

#### TNV ASSESSMENT PROCEDURES AND PUBLICATIONS

The TNV QMS, EMS, OHSAS, FSMS, MD-QMS and OTHER SERVICES consists of: -

- Policy Manual (TNV M 01)
- TNV Procedures (TNV M 02)
  - TNV-P-01-Management System Certification
  - TNV-P-07-Appeal and Complaints Management
  - TNV-P-08-Control of Documents & Records
  - TNV-P-10-Transfer of Certificate
  - TNV-P-11-Internal audits
  - TNV-P-14-Overseas Operation-2020
- TNV Forms as required to the business associates and Auditor team (TNV M 03)
- IAF Guidelines & accreditation Documents from time to time

**APPLICABLE PROCEDURES ARE ISSUED AFTER LICENSE HAS BEEN SIGNED THOROUGH ONE DRIVE AND PERMISSION HAVE BEEN GIVEN TO THE BUSINESS ASSOCIATES ON FOLLOWING LINK:**

[https://drive.google.com/drive/folders/1yjP00FDs828X\\_aUg5CBhfmNec31rqusN?usp=sharing](https://drive.google.com/drive/folders/1yjP00FDs828X_aUg5CBhfmNec31rqusN?usp=sharing)

[Click here to go back to Table of Contents](#)