

Certification Agreement

1.0 Scope

Certification Agreement covers the terms and conditions of the certification body for testing and certification of QR Code Scanner to scan a secure QR code for e-Aadhaar / Aadhaar letter which carries demographic information, photo and is digitally signed by UIDAI. This includes the obligations of the Supplier and certification body.

2.0 Parties to the agreement

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

3.0 Responsibility of Certification Body (CB)

As a party to this agreement, to evaluate and certify Certification of QR Code Scanner to scan a secure QR code for e-Aadhaar / Aadhaar letter in accordance with the current issue of Rules and Procedures and other applicable normative documents. CB is responsible to conduct testing and certification activity in a professional and reliable manner.

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

4.0 Responsibility of Supplier

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

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

This certification is based on design evaluation and independent testing. For design evaluation the supplier shall provide all the necessary information in Technical Construction File. Since most of this information pertains to manufacturer/OEM, supplier shall have an agreement with OEM to get all this information for the purpose of certification. OEM also needs to maintain some of the information from his supplier/vendors for which he has to take agreements from those vendors as a stakeholder.

5.0 Terms of Payment

Terms of payments are as per document "schedule of charges" It should be noted that schedule of charges are subject of review and should be paid in advance through NTR Portal i.e. BharatKosh (www.bharatkosh.gov.in) in favor of respective STQC laboratory.

6.0 Invoices

Invoice shall be submitted by test laboratory before initiating testing, evaluation and Certification activity.

7.0 Liability

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

8.0 Indemnity

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

- i) The services provided by Certification Body provided the claims do not arrive from the unlaw full acts or omission of certification body.
- ii) The use or misuse by the organization of Certificate and/or logo provided by Certification Body in accordance with this agreement.
- iii) Any breach of this agreement.

9.0 Obligations of Supplier

9.1 A Supplier/ organization holding a valid Certificate shall:

Supplier shall abide by the Rules & procedures of the certification scheme and

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

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

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

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

q) Certification Body and test lab are not permitted to modify any or all of the Certification of QR Code Scanner to scan a secure QR code for e-Aadhaar / Aadhaar letter

r) Certification Body and test lab is prohibited from (i) distributing QR Code Scanner and related product to any other party (ii) commercializing any part or whole of the product (iii) donating it to interested party or otherwise (iv) packaging, bundling up or integrating in any other software.

s) The certification body and the test laboratory take utmost care in handling and testing of devices, if by accident are due to unavoidable reasons devices get damaged it is a responsibility of the supplier to organize the device for replacement. Complete testing will be done by the test laboratory without any additional charges.

t) Certification body has right to keep QR Code Scanner submitted for testing & certificate as reference.

Acceptance of Certification of Agreement

The terms and conditions laid down in this document are acceptable to both parties for the certification of following devices:

Device Make and Model:

Device Supplier Name & Address:

FOR THE SUPPLIER/ ORGANIZATION

FOR CERTIFICATION BODY

(signature)
Authorized signatory

Date_____

Name, function, title:
With office seal

(signature)
Authorized signatory

Date_____

Name, function, title:
With office seal