

**Certification Agreement**  
**(DLCS-01-05, Issue-1)**

**January 2017**

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

# Certification Agreement

## Purpose and Scope

The purpose of this document is to ensure that the Applicant (Digital locker Service Provider/ DL Repository) abides by the rules & procedure of the Digital Locker Service Provider (DLSP)/ DL Repository Certification Scheme.

The scope of this procedure covers the terms and conditions of the certification body, including the obligations of the applicant (also known as client) and the certification body.

## Organization

1. Digital Locker Service Provider (DLSP)
2. Digital Locker (DL) Repository
3. Integrated DLSP + Repository

## Responsibility

Client's personnel at Certifying Body	Responsible to ensure that agreement is signed by the client without any dissent.
Certified clients	To abide by the terms and conditions laid down by Certification Body
Certification Body	To provide service to certified clients under the agreement.

## Procedure

Before proceeding with assessment, the Operation's Group personnel at Headquarters (HQ) of the Certifying Body shall ensure that the Certification Agreement has been received from the client with signature. It is required that all the responsibilities and obligations from the certification Body is met by all concerned.

In pursuance to its policy of continuous improvement of its services, the Certification Body reserves the right to modify the content of the Rules of Procedures and different procedures of certification scheme. However, it is required to notify the same to the client or Certified client well in advance, so as to prepare for any change in requirement of certification.

The original copy of the certification agreement to this procedure is to be kept with Operation's Group personnel. The content of the agreement are same as per the annexure A to this document.

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## **Annexure - A**

### **Responsibility of Certification Body (CB)**

As a party to this agreement, to assess and certify in accordance with the current issue of Rules of Procedures and procedure for Certification of Digital Locker Service Provider (DLSP) and/or Digital Locker (DL) Repository. 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 procedures at any time.

### **Responsibility of Organisation (DLSP/DL Repository)**

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 lay down by Certification Body from time to time.

### **Terms of Payment**

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

### **Assessment Postponement - Recovery of Administrative Costs**

If the organization (DLSP/ DL Repository) postpones the agreed assessment with less than 20 days' notice from the first day of agreed dates of the visit, Certification Body will charge a fee amounting to 25% of the quoted assessment fees. The sum will not be discounted from the assessment fees ultimately charged.

### **Cancellation**

If the organization (DLSP/ DL Repository) cancels the agreed assessment with less than 14 days' notice after the last day of the agreed dates for the visit, Certification Body will charge a fee amounting to the 25% of the estimated assessment fees Plus the cost of any work performed till date, at the current man-day rate.

### **Invoices**

Invoices will be submitted as early as possible after the completion of any assessment visit (s).

### **Payment**

Payment becomes due within 28 days of the date of invoices. Thereafter, the outstanding unpaid amount may accrue interest at the rate of 18% per annum.

It shall be noted that the Certificate of Registration cannot be released until payment has been received by Certification Body.

## **Termination**

Parties may terminate this agreement:

### *By Notice*

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

### *By Default*

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

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

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

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

## **Liability**

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

## **Indemnity**

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

- i) The services provided by Certification Body.
- ii) The use or misuse by the organisation of Certificate of Registration and/or logo provided by Certification Body in accordance with this agreement.
- iii) Any breach of this agreement.

## **Scope Expansion**

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

## **Information to be published**

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

## **OBLIGATIONS OF ORGANISATION (DLSP/ DL Repository)**

An organisation holding a valid Certificate shall:

- a) Comply in all respects with the appropriate System standard;
- b) Submit to the Certification Body for prior approval, the form in which he proposes to use the Certificate of Registration and/or logo/ mark;
- c) Not use the Certificate of Registration or logo / mark 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 System / Product standard;
- e) Document all changes made to the System and make records of such changes available to the Certification Body;
- f) Notify the Certification Body of any change of key personnel in relation to security assurance, technological functions or senior management
- g) Give access to the assessment team appointed by Certification Body for the purposes of assessment / surveillance.
- h) Keep records of all customer complaints (also security incidents) in respect of products, process or service and corresponding remedial measures related to System;
- i) Upon suspension or cancellation/withdrawal of Certificate of Registration, discontinue use of Certificate of Registration and logo / mark in all advertising material and other matter which contains any reference thereto; and
- j) Pay all financial dues to the Certification Body as prescribed.

**Note:** The 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 of Registration.

### **Acceptance of Certification of Agreement\_(to be signed by organisation)**

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

**FOR THE ORGANISATION (DLSP/ DL Repository)**

**FOR STQC**

\_\_\_\_\_  
(Name and signature)

Date \_\_\_\_\_

\_\_\_\_\_  
(Name, function title, and signature)

Date \_\_\_\_\_