|  |  |  |
| --- | --- | --- |
| Company: | | Date: |
| Managing Director:  Cell Phone:  Email: | Management Representative:  Cell Phone:  Email: | Design ­Responsible:  Yes  No |
| City:      State: | Number of Employees: | IAF:      NACE: |
| Aspect( EMS):Limited Low  High Not Applicable | Risk Level(OHSAS):Limited Low  High Not Applicable | Web:  Email: |

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| --- |
| How did you find out about Alliance Registrar? |
| What types of products or services do you provide? |
| What type of System Certification are you interested in?   |  |  |  |  |  | | --- | --- | --- | --- | --- | | ISO 9001 | ISO14001 | OHS18001 | IMS | ISO10002 | | ISO/TS10004 | AS9100 | ISO13485 | ISO27001 | ISO15189 | | ISO22000 | HACCP | GMP | HALAL | TL9000 | | ISO17025 | ISO10006 | ISO22301 | 5S | HSE-MS | | ISO10668 | ISO26000 | ISO10015 | IWA1 | IWA2 | | ISO50001 | TICKIT | ISO/TS29001 | ISO22716 | ISO/TS16949 | | ISO3834 | ISO20000 | BRC | IFS | ISO31000 | | ISO17025 | ISO17020 | 1SO17024 |  |  |   Others please specify: |

**General Information:**

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| --- |
| Initial Certification Re-Certification Transfer Upgrade |

|  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| What Type of Product/Process Certification are you interested in?   |  |  |  |  |  | | --- | --- | --- | --- | --- | | CE | FDA | COC | Product Cert. | REACH | | Type Test | Process | Service | Rohs | EMARK | | Others: Please Specify | | | | | |

|  |
| --- |
| Consultant’s Name: |
| Consultant’s Phone Number: |
| E-mail: |

**If you are currently certified with Alliance, please skip the next two requests.**

|  |
| --- |
| Are you currently Registered? Yes  No |
| If yes, please provide a copy of your current Certificate (s). A copy of all Audit Reports and Non-Conformances since your last Certification audit will be required after signing the Agreement. |

**Facility and Implementation Information**

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| --- |
| Does your Company have more than one facility (site) requiring Certification?  Yes No |
| If Yes, how many? |
| If yes, is your Management System Centralized? |
| If yes, what functions are Centralized? |
| Are any of your processes outsourced? If so what processes? |
| What are your language requirements, if any? ( English, Persian,  etc.) |
| What are your Target Dates for:  Documentation Review:      Stage I:       Stage II: |

**Please provide the following information for each facility. Include any warehouses, Distribution, Corporate, Design and Purchasing Centers:**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Facility Location** | **Shift #1**  **# of Employees** | **Shift #2**  **# of Employees** | **Shift #3**  **# of Employees** | **Total**  **Employees** |
|  |  |  |  |  |
|  |  |  |  |  |
|  |  |  |  |  |

* Please include all Full Time, Part Time, Temporary and Contract Employees.
* If you have additional facilities, please provide information on a separate document.

|  |
| --- |
| sCOPE OF aUDIT: |

Upon Approval of this agreement the client is contractually bound to these documents:

* Assessment of Management System
* Registration Agreement
* Probation, Suspension, or Withdrawal of Certification policy

If Client is transferring Certification from another Registrar, Client agrees to provide recent Audit Reports and related documentation.

The client agrees to permit Alliance or their exclusive representative to release and publish its company on their Client data base.

The client will not hold liable or their exclusive representative for any damage or loss resulting from or in any way connected with the services provided by Alliance to the client, except in the case of gross negligence resulting in loss or damage from Alliance.

* The client will agree to make the following available for the related Sites involved:
* An Organizational Chart with applicable positions, including all Sites affected by this agreement.
* Descriptions of Products produced or manufactured and associated Processes.
* Manuals, Procedures, Work Instructions and Forms describing the Management System.
* Plant layout.
* Customer and Interested Party Concerns or complaint Records and follow-up Corrective Actions. A full Internal Audit and Management Review cycle prior to the Certification Audit.
* Evidence other applicable compliance evaluation such as (EMS, Food Safety, Food Security and HAACP)

**Authorizing Signatures**: Please complete with each person’s signature, position and date.

***Signatures indicate acceptance to above quote and following Agreement Terms.***

|  |
| --- |
| **Managing Director:**  **Date:**  **Sign:** |
| **Management Representative:**  **Date:**  **Sign:** |
| **Approving Financial Responsible:**  **Date:**  **Sign:** |

Please scan, email these pages of the Agreement signed, dated and returns.

**RECITALS:**

A. Alliance is a management systems registrar, training semi organization while is authorized to issue a Certificate of registration to Client upon completion of Alliance’s assessment as set forth in this Agreement.

As evidenced by Client’s agreement registration, Alliance and client agrees to following:

**1.**  **Scope of the Work** For the Compensation described, Alliance will provide to Client assessment and certification services as described in latest issue of Documentation, Assessment of Management Systems (the “Work”), together with personnel and materials required to complete the Work. Alliance specifically reserves the right to amend Documentation Assessment of Management Systems (“Process”), as necessary in connection with Alliance’s continuing efforts to further improve its certification services. Alliance warrants that the Work will be performed in a professional and workmanlike manner. The manner, method and place of performance of the Work by Alliance shall be determined by Alliance in its reasonable discretion, subject to the requirements of this Agreement.

**2. Schedule of Fees** Prior to the commencement of the Work, Alliance shall issue its Certification Agreement with Schedule of Fees to Client, setting forth Alliance’s basic charges for services, based upon information supplied to Alliance by Client. If it is subsequently learned that Client provided Alliance in accurate information relating to the calculation of such charges, Alliance’s Schedule of Fees will be equitably adjusted.

**3. Client’s Agreement, Purchase Order and Deposit** Prior to the commencement of the Work, Client shall submit to Alliance its: (a) signed registration/certification, Purchase Order(s), setting forth the amount of compensation due for certification services (“Purchase Order”) as specified in the Schedule of Fees; and (c) a deposit for Registration / Certification Fees in the amount specified in the applicable Schedule of Fees. Upon acceptance by Alliance, the Schedule of Fees and Purchase Order shall become a part of this Agreement, as if fully set forth herein.

**4. Client Obligations** Client will meet all responsibilities of Client as set forth in the Process (Applicable Procedure for Assessment of Management System), and will provide all the applicable documents, information, data and facilities as necessary to perform the Work. Client represents and warrants that the documents, information and data supplied are accurate and complete. Client will comply with Alliance’s reasonable requirements necessary to the issuance of a Certificate of Approval, including without limitation, compliance with Alliance’s applicable Guidelines and all applicable laws, rules and regulations.

Client agrees to allow, on request, access to Accreditation Body assessment teams and other applicable assessment teams to witness the Alliance audit team performing an audit at the client’s site.

In accordance with MD-2 for Transfer Clients all past audit reports up to and including the last certification event and all non-conformities must be made available to Alliance. If these documents are not available the Client will be treated as new Client for certification.

If the Client wishes to conduct back-to-back Stage 1 and Stage 2 audits the risk associated with this decision is as follows:

a) If the Client fails at Stage 1, the Auditor(s) are required to leave. Upon successfully resolving the Stage 1 audit outcome, the Stage 2 audit can be re-scheduled.

b) The Client will be responsible for all expenses and all Auditor fees associated with Stage 1 and half of the Stage 2 cancelled Audit and for any expenses incurred due to the changing of travel arrangements.

**5. Compensation** Client shall pay Alliance fees for the Work in the amounts set forth in the Schedule of Fees. Client shall pay each invoice within thirty (30) days of its receipt. Alliance reserves the right to increase its rates for services rendered at any time after three (3) year initial certification period, which shall begin on the first of the Alliance Audit.

Travel and Related Expenses: Travel and dining expenses (airfare, hotel, car rentals, meals, etc.) will be invoiced at cost. Travel arrangements can (at client’s request) be made wherever possible through Client’s travel agent.

Where applicable travel time is not charged, except when one-way travel exceeds three hours. For travel time exceeding three hours one way, the hourly rate is $50.00 per Assessor.

Non Conformances: The Assessment Team Leader may identify non-conformances to client’s management system and/or documentation. In most cases there is no charge for reviewing Non Conformances.

**6. Schedule of Work** The Lead Assessor will determine with the Client the schedule needed or the work to be completed. The parties agree that they will work cooperatively and diligently to ensure adherence to this schedule to the fullest extent possible. The Surveillance activity must take place within the 12 month period from the last visit.

**7. Termination**

A. Termination Date This Agreement shall terminate at the earlier of: (a) completion of the Work and of all payments to be made by Client to Alliance pursuant to this Agreement; (b) the termination date set forth in a termination agreement signed by both parties; (c) the date ninety (90) days after written notice by one party to the other of its intent to terminate with or without cause; or (d) that date on which a notice of termination for cause becomes effective, as described below.

B. Termination With or Without Cause Either party may terminate this Agreement with or without cause upon ninety (90) days written notice to the other party. If Client terminates this Agreement upon such notice, and there are less than sixty (60) days until the next scheduled on-site visit, Alliance reserves the right to charge a cancellation fee in the amount of the greater of: (1) 25% of the quoted audit fees; or (2) Where applicable then current daily rate for one on-site person, for one day; plus the cost at the then current daily rates of any work performed prior to the termination and any non-recoverable travel expenses caused by the cancellation.

C. Termination for Cause Either party may terminate this Agreement if the other party commits a material and substantial breach of its obligations hereunder, and fails to cure such breach within thirty (30) days after receipt of written notice thereof. Termination shall be effective on the 31st day following receipt of such notice, if the breach (es) of which notice has been given have not been cured.

D. Revocation of Certification of Approval if this Agreement is terminated by Client without cause or by Alliance with cause, any Certification of Approval issued by Alliance pursuant to this Agreement shall automatically be invalidated, and Client will promptly return such Certification(s) and other evidence of such Certification(s) to Alliance.

E. Survival of Obligations The obligations of parties set forth in this paragraph 7 survive termination.

**8. Issuance of Certificate of Approval** Upon completion of the Work, if Alliance determines that Client meets the requirements of the applicable standards and guidelines, Alliance shall issue a Certificate of Certification to Client setting forth the applicable standards and scope of approval. The Certificate is valid for a period of three (3) years from the date it is issued, subject to the rights of Alliance pursuant to paragraphs 10 and 11 below. The Client will use the Certificate in such a manner that the certification body or certification process will not come into dispute and / or lose public trust.

**9. Use of Accreditation Logo** The Certificate issued pursuant to paragraph 8, above, will reflect the applicable accreditation logo. Client is permitted to display the Certificate at its facility and in any advertising or promotional materials.

**10. Post-Certification Changes In Client’s Management System** If Client’s Management System is materially changed after the completion of the Work, but within the three (3) year certification period, Client shall record such changes. Changes that could affect the capability of the management system to fulfill the full requirements of the Standard should be communicated to Alliance without delay. Alliance will assess the changes, preferably during the next scheduled visit, to make sure they do not violate the requirements of the applicable Standard. Client will compensate Alliance for its services rendered if a Special site visit is required in connection with such services at Alliance’s then current rates. A Special visit may be necessary in the event of changes significantly affecting the Clients activity and operation, for customer complaints or past due audits per schedule.

**11. Suspension or Withdrawal of Certificate of Approval** At any time during the three (3) year certification period, Alliance shall have the right to suspend or withdraw a Certificate of Approval issued to Client pursuant to this Agreement, in accordance with the current Alliance Procedure Probation, Suspension, or Withdrawal of Certification. Alliance shall have the right to disclose or publish, as it deems necessary, notice of the suspension or withdrawal of such Certificate. Alliance also reserves the right of conducting a Special visit(s) as follow up to ensure any Suspension can be lifted.

**12. Independent Contractor** Alliance’s relationship to Client in the performance of the Work is that of an independent contractor. Nothing contained in this Agreement shall be deemed to create a joint venture, agency, partnership or employer-employee relationship. Alliance will not have, nor represent itself to have, the authority to enter into any agreement binding on Client. Alliance’s employees and independent contractors performing the Work shall at all times remain under Alliance’s exclusive control and direction. Alliance will remain responsible for providing all wages and benefits due to its employees including, without limitation, worker’s disability compensation insurance and unemployment compensation insurance.

**13. Confidential Information** Alliance understands that during the course of its performance of the Work it may prove necessary or desirable for Client to disclose to Alliance confidential and proprietary information performance to Client’s business. Accordingly, Alliance shall treat as strictly confidential all information obtain by Alliance as a result of its performance of the Work, and will not divulge either such information to anyone other than: (a) approved employees of Client; (b) Alliance employees and independent contractors with a need to know (and then only to the extent of the need); (c) others specifically approved by Client to receive such information, or (d) as required by the applicable accreditation body. The information protected by this paragraph shall not include any information known to Alliance independently of its performance of the Work, or information which is or becomes publicly known through no wrongful act or omission of Alliance.

**14. Publicity** Alliance may include Client in Alliance’s list of clients used for marketing purposes, and may disclose that Alliance has done assessment and certification work for Client. Alliance is also required by its Accreditation Body to maintain a list of registered clients and the scope of their certification, which list is available to the public generally.

**15. Intellectual Property Rights** All of Alliance’s work created, including Certification documents and logos, issued for Client as part of Alliance’s performance of any of its obligations under the terms of this Agreement shall become the sole property of Alliance. Nothing contained in this Agreement shall be construed to give Client any rights whatsoever in Alliance’s processes, methodology or software or in any enhancements thereto.

**16. Limitation of Damages** Not withstanding any other provision of this Agreement, in no event shall Alliance be liable to Client in damages, in connection with any claimed breach of or failure of performance under this Agreement, for any amounts representing incidental, indirect or consequential damages, or representing loss of profits, whatsoever, regardless of the form of claim or action one party may bring against the other (whether in contract, tort or otherwise). Further, Alliance’s liability for breach of any obligation arising from or related to this agreement shall not under any circumstances exceed the amount of the fees (exclusive of any cost reimbursements) paid to Alliance by Client for services rendered by Alliance under this Agreement.

**17. Indemnification** Client shall indemnify and hold harmless Alliance and its employees and owners from and against all costs, losses, claims, actions, and demands (“claims”) arising out of: (a) the Work, except to the extent such claims arise out of the negligence or intentional misconduct of Alliance; (b) breach of the Agreement by Client, including without limitation supplying Alliance with inaccurate or incomplete information, data or documents; and (c) Client’s unauthorized use of the Certificate of Approval.

**18. Miscellaneous Provisions**

**A. Notices** All notices required by this Agreement shall be in writing and sent by Certified Mail to the parties at the addresses set forth on the Application for Management System Certification.

**B. Modifications** This Agreement may only be amended or modified by an instrument in writing signed by duly authorized representatives of each of the parties hereto.

**C. Waiver** No waiver of any right under this Agreement shall be deemed effective unless contained in a writing signed by the party charged with such waiver, and no waiver of any right arising for any breach or failure to perform shall be deemed to be a waiver of any future or other right arising under this Agreement.

**D. Governing Law** This Agreement shall be governed by and construed in accordance with the International law, without reference to its conflict of law principles.