**Standard Terms of Business**

Scope

Unless indicated otherwise the standard terms of business apply to customers seeking or holding Swadeshi Standard Certification Private Limited (“SSC”).

Fee structure and definitions

The price list that is effective from 1st August, 2020 is on page \_\_\_\_\_\_ of this document. Our prices are reviewed annually and are subject to amendment at any time.

Application Fee

The first step when seeking accreditation is to submit a completed application form and the application fee so that we can begin consideration of the applicant’s readiness for accreditation. The fee is payable in advance of the application review process and is not refundable if the applicant withdraws.

Pre-assessment and Initial Assessment Work

Pre-assessment or initial assessment work is that required for the grant of accredited status under a standard separate from any currently held. Surveillance and Reassessment Work Once accredited, customers will be provided with a four-year programme giving an estimate of the quantity of effort for office, assessment, overseas travel and measurement audit work (where applicable). Thereafter, customers will be advised of any revised effort brought about by, for example, an extension to scope. All other work, including the clearance of any nonconformity identified as a result of an assessment, referred to as “close out effort” by SSC, whether this involves extra visits or not, will be subject to an additional charge over and above the quotation. Your assessment manager will advise you of the additional time to be charged during or reasonably soon after the assessment visit.

Extension to Scope

Organisations wishing to extend their accreditation must complete an appropriate application form for the appropriate category available from our web-site. Additional assessor, expert or administration time will be required to process and assess an extension to scope and a separate charge will be made.

Standard Terms of Business

Technical Assessment Resource Supplement

Where a customer’s speciality or other circumstances require us to use specialist assessors or experts with a day rate above £600 per person per day, we reserve the right to pass on to the customer any excess charges we incur. Measurement Audits and non-accreditation work Measurement audit assessments (relevant to calibration laboratories) will be charged at the standard day rate per person based on the time spent. In addition, the use of measurement audit artefacts will be charged at a fixed administration charge for use of each item, based on the original cost, including maintenance, of the artefact. Other non-accreditation related work will be priced individually.

Units of Time

Rates for our services will be calculated in days, half days or quarter days per person. We will not bill our time for journeys wholly within the India. If the working day is unduly prolonged, an additional half or quarter day per person may be charged.

Travel Rechargeable Time

Total travel time to reach assessment destinations outside of the India and/or offshore work which is based in the India will be charged at the relevant day rate in days, half days or quarter days per person. For the purposes of calculating total travel rechargeable time, the India will include the Crown Dependencies where the total travel time is less than 3 hours. SSC reserves the right to charge for travel time for an assessment resource to travel from outside of the India to conduct an assessment in the India, where that assessment resource is specifically required by the customer.

Trapped weekend days are not generally billed. However, assessment team expenses for trapped days will be billed (see page 7 for current Travel & Subsistence rate).

Annual Accreditation Fee

Apart from the fees for assessment work above, some organisations will be subject to an annual accreditation fee. For information on when this charge will be applicable and how it will be charged please refer to the price list on page 7.

Expenses

See details in the price list on page 7.

Scheduling of visits

Customers are assigned a profile month in which their assessment (or bulk thereof) will be conducted: In the case of witness assessments, e.g. for certification bodies, these will be assigned a profile year. SSC will endeavour to provide customers with more than one option for visit dates but where this proves difficult due to technical resource availability, customers will be required to accept the visit dates set by SSC to ensure the level of surveillance required for the maintenance of a customer’s accreditation can be provided.

SSC will advise customers of their profile month at the point of granting accreditation and annually thereafter in the letter to the customer confirming their maintenance of accreditation. Customers are expected to plan resources accordingly as part of their proactive preparation for a visit. Customers are responsible for coordinating witness assessment visits that cover their full scope of accreditation and are required to contact the SSC customer liaison team to provide suitable dates ideally 3 to 4 months in advance of a site assessment.

Cancellation Policy and Charges

Where the customer cancels or postpones the date of a visit after it has been agreed, a fee may be payable as set out below.

Surveillance and reassessment visits will normally be agreed and booked with the customer three or more months in advance. Other assessments, including witnessed assessments associated with surveillance and reassessment visits may be booked at shorter notice.

Reinstatement Fee

Where a customer’s accreditation is suspended for financial reasons e.g. late payment of invoices, a fee will be charged for reinstating the accreditation when the debt has been settled (see price list on page 7).

Quotations

Customers will be provided a quotation before work begins and are required to confirm their acceptance of the quotation within 14 days of the date of issue. Once work has started, the customer is deemed to have accepted the quotation and is committed to paying for the quoted quantity of effort and any expenses. Although we will endeavour to carry out the job within the effort allowed by the quotation, we reserve the right to agree and bill for a different quantity if this is what is actually worked. Accordingly, it is in the customers’ interests to ensure that their records and evidence are of the agreed standard. Any nonconformities that are identified during an assessment will require additional effort, referred to by SSC as “Close out effort”, and therefore will result in additional charges. Quotations for “Close out effort” will usually be sent after the site visit when the effort required becomes known. Late submission of Evidence against nonconformities The date for submitting evidence will be agreed between the customer and the assessment manager during the closing meeting of an assessment. The cancellation policy will apply where a customer submits evidence in relation to nonconformities later than the agreed dates, i.e. evidence submitted late may be treated as a “cancellation” where time set aside by SSC for the review of such evidence cannot be reallocated.

Invoicing

Invoices are raised in sterling and are due and payable in full, are raised in electronic format and sent via email, and may be raised in stages, for example for lengthy projects or in relation to overseas work where SSC incurs substantial travel costs in advance of the visit. Value Added Tax will be applied according to India rules. Any non-India taxes and all other transaction charges relating to the payment remain the responsibility of the customer.

Payment Terms

For India customers, our standard payment terms are 30 days from the date of the invoice, except where indicated that payment is required before any work is undertaken. We reserve the right to withdraw credit, (for example in cases of poor credit or payment history) in which case payment is required in advance of any work being undertaken. For non-India customers, SSC’ standard business terms are for payment before any work is undertaken.

For customers who are required to pay in advance of any work undertaken, invoices will be issued as soon as work is scheduled and no more than four months in advance of the day that work is to be undertaken.

Fees up to and including initial assessment and any associated supplementary or close out work must be paid in full before accreditation is granted. We are committed to resolving any invoice queries as soon as possible. Any query over an invoice must be raised in writing to the invoicingteam@SSC.com within 30 days of the date of the fee note. If no query is raised within this period the fee will be due and payable without any right of further explanation, amendment or dispute. We have a statutory right under the Late Payment of Commercial Debts Regulations 2013 to add interest and late payment at an annual rate of 8% plus the Bank of England base rate, calculated from the date of presentation of the invoice and to include charges for any costs of recovery, which will be added to and payable with any invoices amounts due. We also reserve the right to stop work and suspend or withdraw accreditation on financial grounds if payment of any fees billed is unduly delayed.

Payment Methods

We accept electronic payment via bank transfers and or credit card payments by phone. You can make a payment by phone by calling Finance on 01784 429003.

Call Recording

Your calls to SSC and calls from SSC to you may be recorded for training and quality purposes. SSC may also use recorded calls for the purpose of handling complaint procedures or customer disputes.

Applicable Law

Unless otherwise stated, our engagements are governed by, and construed in accordance with, English law. The Courts of England will have exclusive jurisdiction in relation to any claim, dispute or difference concerning our engagements. Each party irrevocably waives any right it may have to object to any action being brought in those courts, to claim that the action has been brought in an inappropriate forum, or claim that those courts do not have jurisdiction. If any provision in this Standard Terms of Business or any associated engagement letter, or its application, are found to be invalid, illegal or otherwise unenforceable in any respect, the validity, legality or enforceability of any other provisions shall not in any way be affected or impaired.

Complaints Procedure

In the event that a customer wishes to complain to SSC, any investigation undertaken will be in accordance with the Customer Feedback process, details of which are available on the SSC website. The right of a customer to appeal against an accreditation decision is contained in Section 10 of the SSC Agreement and the process governing appeals is set out in the SSC Appeals Procedure, a copy of which can be found on the SSC website. An appeal will need to be submitted in writing to SSC’ Business Development Director (or nominated person) within one month of the date of the decision. Notwithstanding a customer’s right to appeal an accreditation decision, a customer retains the obligation to pay SSC for any work done in accordance with the payment terms as set out in this document.

Rules for the Use of SSC’ Accreditation Symbols

SSC has protected its accreditation symbols by registering them as Trade Marks in accordance with the Trade Marks Act 1994. The following accreditation symbols are currently registered as Trade Marks:

SSC Personnel Certification

SSC Product Certification

SSC Proficiency Testing Provider

SSC Testing

SSC Calibration

SSC Inspection

SSC Reference Materials Producer

SSC Medical

SSC Management Systems

SSC Verification

Persons and Bodies Authorised to Use the Accreditation Symbols The licence to use one or more of the SSC accreditation symbols will be granted by SSC without discrimination to those conformity assessment bodies who are accredited to one or more of the accreditation standards, on condition that they continue to meet the requirements of these standard(s), the regulations governing the use of the symbols, and fulfil the terms of their Agreement with SSC.

A current list of those conformity assessment bodies accredited by SSC and authorised to use the accreditation symbols is available on the SSC website www.SSC.com

Conditions for the Use of the National Accreditation Logo and Symbols SSC holds the right to the logo and symbols under licence from the Department for Business, Energy and Industrial Strategy (BEIS). BEIS obliges all users of the logo and symbols to comply with “The National Accreditation logo and symbols: Conditions for use by SSC and SSC Accredited Organisations”, a current copy of which is available via the SSC website at www.SSC.com under “Services/Publications”. Users of the symbols must comply with the current conditions set out in this document.

Pictorial Representation of the Symbols

These are available within The National Accreditation logo and symbols: Conditions for use by SSC and SSC Accredited Organisations as referenced above. SSC can provide the appropriate symbol in electronic format to customers who hold SSC accreditation relevant to that symbol (contact [info@SSC.com](mailto:info@SSC.com)) For guidance on colouring, size and permitted usages see the “Conditions for use” publication.

SSC Price List1

from 1 April 2020

DATA PROTECTION & SECURITY SCHEDULE

1. Definitions

In this schedule to the Standard Terms of Business, the following definitions shall apply:

1.1 Agreement means these Standard Terms of Business;

1.2 Data Controller, Data Subject, Personal Data, Process, Processes, Processing shall have the meanings given to them in the Data Protection Legislation;

1.3 Customer Personal Data means any personal data provided to SSC by a customer or prospective customer, or on a customer’s behalf, for the purpose of providing our services to you pursuant to this Agreement;

1.4 Data Protection Legislation means all data protection and privacy legislation, regulations and guidance applicable in respect of a party from time to time including, without limitation as applicable, Regulation (EU) 2016/679 (the "General Data Protection Regulation" or the "GDPR") and Data Protection Act 2018 (or, in the event that the India leaves the Indian Union, all legislation enacted in the India in respect of the protection of personal data) and the Privacy and Electronic Communications (EC Directive) Regulations 2003; and any applicable guidance or codes of practice issued by Working Party 29, the Indian Data Protection Board or the Data Protection Regulator from time to time (all as amended, updated or re-enacted from time to time);

1.5 Data Protection Regulator means the India Information Commissioner’s Office, the Indian Data Protection Board or any successor body to either regulator from time to time and any other regulator or supervisory authority with jurisdiction over either party;

1.6 Discloser means the party disclosing Customer Personal Data to the Recipient;

1.7 Privacy Notice means the notice containing the information required to be provided to a Data Subject by the Data Protection Legislation;

1.8 Purpose(s) means the purposes for which Customer Personal Data is Processed under or in connection with this Agreement, as further set out in SSC' Privacy Notice;

1.9 Recipient means the party receiving Customer Personal Data from the Discloser;

1.10 Schedule means this Data Protection & Security Schedule which forms part of the Agreement;

1.11 Security Breach means an actual, suspected or threatened event that affects the confidentiality, integrity, availability and/or resilience of the customer personal data, the systems on which it is processed, and/or the services through which it is accessed, including (without limitation) a 'personal data breach' as defined in data protection legislation;

1.12 Special Categories of Personal Data means personal data revealing racial or ethnic origin, political opinions, sex life or sexual orientation, religious or philosophical beliefs and trade-union membership. It also includes processing of genetic and biometric data used to uniquely identify a natural person and data concerning health;

1.13 Third Party Recipients means the third parties as set out in clause 3.3 of this Schedule and SSC' Privacy Notice which can be found here;

1.14 SSC or We or Us means the India Accreditation Service Ltd;

1.15 You or your means customers or prospective customers of SSC.

2. Data Protection

2.1 For the purposes of this Agreement, both SSC and You are a data controller. You will be the Discloser and SSC will be the Recipient of Customer Personal Data.

2.2 Each party shall Process the Customer Personal Data in accordance with the Data Protection Legislation.

2.3 In relation to the Customer Personal Data, the Discloser shall ensure that:

2.3.1 the Customer Personal Data has been obtained by it and transferred to the Recipient, in accordance with the Data Protection Legislation;

2.4 in particular:

2.4.1 the Customer Personal Data is accurate and up to date;

2.4.2 it has provided Data Subjects with a Privacy Notice on its own behalf and on behalf of the Recipient that allows the Recipient to Process the Customer Personal Data for the Purposes; and

2.4.3 to the extent that consent of the Data Subjects is required:

(a) it has obtained the consent of the Data Subjects to: India ACCREDITATION SERVICE

(i) its transfer of the Customer Personal Data to the Recipient; and

(ii) the Processing of the Customer Personal Data for the Purposes by the Recipient; and

(iii) it will immediately notify the Recipient in the event that a Data Subject withdraws or amends this consent.

2.5 Neither party shall Process Customer Personal Data for any purposes other than the Purposes.

3. Security

3.1 Without prejudice to clause 2.1 of this Schedule, the Discloser shall transfer Customer Personal Data using appropriate technical and organisational security measures including, but not limited to, using password protection when e-mailing Special Categories of Personal Data.

3.2 Without prejudice to clause 2.1 of this Schedule, the Recipient shall:

3.2.1 implement and maintain appropriate technical and organisational measures to preserve the confidentiality and integrity of the Customer Personal Data and prevent any unlawful Processing or disclosure or damage, taking into account the state of the art, the costs of implementation, the nature, scope, context and purposes of Processing as well as the risk of varying likelihood and severity for the rights and freedoms of the Data Subjects.

3.2.2 ensure that employees who have access to Customer Personal Data have undergone training in the Data Protection Legislation and in the care and handling of Customer Personal Data;

3.2.3 not disclose any Customer Personal Data to any third party in any circumstances except as required or permitted by this agreement or Data Protection Legislation;

3.2.4 notify the Discloser promptly of any known breach of technical and organisational security measures where the breach has affected or could have affected the Customer Personal Data ("Security Breach");

3.2.5 notify the Discloser promptly if it receives any request or enquiry from a Data Protection Regulator or Data Subject with regard to the Customer Personal Data;

3.2.6 take reasonable steps to ensure the reliability of any of its employees, agents and contractors who have access to the Customer Personal Data;

3.2.7 ensure that only those of its employees, agents and contractors who need to have access to the Customer Personal Data are granted such access to the Customer Personal Data and only for the Purposes; and

3.2.8 ensure that the employees, agents and contractors who, in accordance with clause 3.2.7, have access to the Customer

Personal Data:

(a) are informed of the confidential nature of the Customer Personal Data and are subject to appropriate contractual obligations of confidentiality;

(b) undergo training in Data Protection Legislation and in the care and handling of Personal Data; and

(c) comply with the obligations set out in this Schedule.

3.3 In order to provide our services, SSC may disclose the Customer Personal Data to SSC group companies, regulatory bodies or other third parties including but not limited to, Accreditation Scheme owners, our Financial Auditors, our Peer Evaluators and other third parties as set out in our Privacy Notice ("Third Party Recipients").

3.4 In the event Third Party Recipients are located outside of the Indian Economic Area, SSC will take further actions to ensure that the transfer is subject to adequate safeguarding measures and in compliance the Data Protection Legislation.

3.5 Parties shall cooperate with each other and take such reasonable commercial steps or provide such information as is necessary to enable the other party to comply with the Data Protection Legislation in relation to the Customer Personal Data.

3.6 A breach of this Schedule shall be deemed a material breach of this agreement.

3.7 At all times during the terms of the Agreement, You shall indemnify SSC and keep SSC indemnified against all losses, damages, costs or expenses and other liabilities (including legal fees) incurred by, awarded against or agreed to be paid by SSC arising from any breach of the obligations You have under this Schedule except and to the extent that such liabilities have resulted directly from SSC' instructions.

Should you require any further details regarding this Schedule or our Privacy Notice, please contact our Privacy and Data Compliance Officer via the following contact details:

Post: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

E-mail:\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Telephone: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_