

Certification Agreement

This Certification Agreement ("Agreement") is made and entered into on this [Date], by and between Abet Management Consulting Private Limited (hereinafter referred to as "Certification Body" or "CB") and [Client Name] (hereinafter referred to as "Client"). This Agreement outlines the terms and conditions under which the Certification Body shall provide certification services to the Client for one or more of the following certification schemes: **Forest Management** (FM) Certification, **Trees Outside Forests** (ToF) Management Certification, and **Chain of Custody** (CoC) Certification.

Article 1. Purpose

The purpose of this Agreement is to establish the terms and conditions under which the Client agrees to maintain compliance with applicable certification requirements, as set forth by the Certification Body, in accordance with internationally recognized standards such as IFWCS and any other applicable standards.

Article 2. Scope of Certification

The certification scope is limited to the products, services, and activities assessed by the Certification Body. Any changes in scope must be approved by the Certification Body.

The parties interested (Client) in Abet Management Consulting Pvt. Ltd. and its certification/assessment operations are:

- Forest Division/State Forest Department (SFD)
- Forest Corporation
- Farmers' Organization
- Business organization (Individual at any stage of the wood / NTFP value chain that seeks to receive IFWCS certification)
- Community Forest area/ Community growing Trees

Article 3. Obligations

Client Obligations

The Client shall:

- Always fulfill the certification requirements, including changes communicated by the Certification Body.
- Ensure that the certified area or process always complies with the applicable certification standards.
- Allow the Certification Body access to all relevant locations, documentation, records, and personnel for audits, surveillance assessments, and investigation of complaints.
- Make claims regarding certification only within the granted scope and in accordance with the certification body's guidelines.
- Not use the certification in a misleading manner or in a way that brings the Certification Body into disrepute.
- Upon suspension, withdrawal, or cancellation of certification:
 - Cease using all advertising material referring to certification.
 - Return all certification documents as required by the certification scheme.
 - Take any necessary corrective measures prescribed by the Certification Body.
- Ensure that certification-related documents are reproduced in their entirety when provided to third parties.
- Use certification marks appropriately, ensuring they are applied only to products, sites, or processes that comply with certification requirements.
- Maintain records of all complaints and non-compliances related to certification and provide these to the Certification Body upon request.
- Take corrective actions for complaints or deficiencies affecting compliance with certification requirements.

- Comply with all applicable legal and regulatory requirements in the management of forest resources, tree-based systems, or chain of custody processes.

Certification Body Obligations

The Certification Body shall:

- Conduct assessments and audits in accordance with applicable standards and regulatory requirements.
- Provide written communication regarding certification decisions, including approvals, suspensions, or withdrawals.
- Maintain confidentiality of all Client-related information, except as required by accreditation bodies or legal obligations.
- Provide guidance on the use of certification marks and ensure compliance with trademark regulations.
- Issue certificates only upon satisfactory completion of audits and compliance verification.
- Conduct surveillance audits as required to ensure continued compliance with certification requirements.
- Investigate complaints and take appropriate actions, including unannounced audits if necessary.
- Ensure fair and transparent certification processes, including appeal and dispute resolution mechanisms.

Article 4. Certification Process

The Certification Body shall undertake a certification audit for the purpose of verifying the Client's compliance with all applicable standards. Such audit may comprise, as necessary, a pre-audit upon request, an initial audit, and subsequent on-site assessments. The Client shall provide full and unrestricted cooperation, including but not limited to, granting the Certification Body access to all relevant premises, documentation, records, and personnel. In the event that nonconformities are identified, the Client shall be obligated to implement appropriate corrective actions within the timeframe specified by the Certification Body. The decision to grant, deny, or maintain certification shall rest solely with the Certification Body and shall be based exclusively on the findings of the audit and the Client's demonstrated compliance with applicable standards.

Article 5. Use of Certification and Logos

- The Client shall only use the certification mark in compliance with Certification Body guidelines.
- Where applicable, the certification mark shall be applied directly on each certified product, its packaging, or on documentation accompanying the product, subject to the guidelines provided by the Certification Body.
- The certification mark shall not be used in a misleading or unauthorized manner.
Upon suspension or withdrawal of certification, the Client shall cease all use of the certification mark and return certification documents as required.

Article 6. Surveillance and Compliance

The Certification Body will conduct periodic surveillance audits to verify continued compliance with certification requirements. Clients are required to promptly inform the Certification Body of any changes that may impact their certification status. Any nonconformities identified during these surveillance audits must be addressed and corrected within the specified timeframe to maintain certification validity.

Article 7. Suspension, Withdrawal, and Appeals

The Certification Body reserves the right to suspend or withdraw certification in the event that the Client fails to comply with applicable certification requirements. The Client shall have the right to appeal any certification decision in accordance with the Certification Body's established dispute resolution procedures. All such appeals must be submitted in writing and shall be subject to review by the Certification Body's Appeals Committee.

Article 8. Confidentiality

The Certification Body shall maintain the confidentiality of all Client information obtained in the course of the certification process, except where disclosure is required by applicable law or by relevant accreditation bodies. The Client, in turn, shall not misuse or disclose any confidential information acquired during the certification process and shall ensure such information is used solely for its intended purpose.

Article 9. Fees and Payment Terms

Certification fees shall be payable by the Client in accordance with the agreed fee structure. The Certification Body reserves the right to levy additional charges for follow-up audits, investigations, or any supplementary assessments necessitated by the Client's non-compliance with applicable requirements. The Client shall be responsible for ensuring the timely payment of all fees. Failure to remit payment within the stipulated timeframe may result in the suspension or withdrawal of the certification, at the sole discretion of the Certification Body.

Article 10. Good Faith

The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

Article 11. Dispute Resolution

Any disputes arising from this Agreement shall first be attempted to be resolved amicably. If resolution is not achieved, disputes shall be referred to arbitration as per the governing law.

Article 12. Arbitration

In the event of any dispute arising from this Agreement that cannot be resolved amicably, both parties agree to resolve the matter through binding arbitration, ensuring a fair and impartial resolution while avoiding prolonged litigation. The arbitration shall be conducted in accordance with the applicable arbitration laws, with one or more arbitrators mutually agreed upon by both parties and appointed as per the governing rules. The seat and venue of arbitration shall be **New Delhi, India**, and the proceedings shall be conducted in English. The arbitration shall be governed by the **Arbitration and Conciliation Act, 1996**. The arbitral award shall be final and binding, and each party shall bear its own legal costs unless the tribunal decides otherwise.

Article 13. Governing Standards

This Agreement shall be governed by and construed in accordance with the IFWCS standards.

Article 14. Notices

All notices or requests required or permitted to be given or made shall, be addressed or made to **Abet Management Consulting Private Limited**, or such officer duly authorised by it in writing to receive or act upon the same. Any notice or request to be given or made under this Contract shall be in writing and shall be deemed duly made or given when delivered by hand, by certified mail, or by facsimile to the party at the following address, or such other address as any of the parties may have notified to the other party in writing.

Certification Body:**Name:** _____**Designation:** _____**Signature:** _____**Date:** _____**Client:****Name:** _____**Designation:** _____**Signature:** _____**Date:** _____