



Agency Agreement

LMS CERTIFICATION LIMITED.

This Agreement is made on the date shown herein between

LMS CERTIFICATION LIMITED.

having its registered office at :

Head Office: 35 Park Hill, Huddersfield, West Yorkshire-HD21QG, United Kingdom.

Corporate office: 1 Anand Dhaam, Opp Kukrail Picnic Spot Gate, Faridi Nagar, Lucknow - 226015, India

And

ENTIDAD PARA LA EVALUACIÓN Y CERTIFICACIÓN ISCERTIA, SL

having its registered office at :

Calle Bahía de Pollensa, nº 5. 28042 Madrid - Spain

Dated this 19th day of March 2021

For and on behalf of LMS CERTIFICATION LIMITED.	For and on behalf of  ENTIDAD PARA LA EVALUACIÓN Y CERTIFICACIÓN ISCERTIA, SL
Dr. Pushpendr Singh Gaur Director	Isabel Torres Donoso Certification Manager/ General Manager

LMS Certifications Pvt. Ltd.


Director



Scope

1. This Agreement covers the responsibility, obligations, terms and conditions of the Licensee/ Franchisee and LMS within the Territory specified as **"Spain"** Performance.

Responsibility

2. The Licensee/Franchisee
 - a. Organize sales/marketing activities
 - b. Introduce competent auditors and technical experts to LMS for qualification
 - c. Coordinate Assessment, Surveillance and Re-Assessment visits ("the Services")
 - d. Submit documentation reports to LMS. The Assessment Summary Report and Assessment Findings must be in English.
 - e. Be responsible for collection of payment from Clients.
 - f. Allow LMS personnel access to records relating to the provision of the Services
 - g. Carry out competence evaluation of himself and its partners for Approval by LMS.
 - h. Fulfill its obligation under this Agreement and under any contract with a client using its own resources
 - i. Be self-finance throughout the business activities
 - j. Annual Reporting on Key Performance to Head Office (i.e. Number of Accredited certificates Valid at end of December Every year, Number of Auditors, Number of Transfers accepted, Number of Overdue Audits, Number of Auditor days delivered)
 - k. LMS's Intellectual property and protection (e.g. logo, client information and documents and records)
 - L. Annual Reporting on resources, training and continuous professional development to head office.

3. LMS

- a. Maintain Accreditation
- b. Provide necessary operating procedures
- c. Conduct and control the process for initial qualification, training and ongoing Monitoring of auditors and maintain assessment personnel records
- d. Conduct and control the application review and the approval of assessment Personnel
- e. Review Assessment Reports, Surveillance Reports, Re-Assessment Reports and Recommendations submitted by the Licensee/Franchisee
- f. Make certification decision based on the final review of the assessment report.
- g. Provide certificates to successful organizations
- h. Provide training and verification of the certification process
- i. Provide assistance for training of assessors
- j. Provide regular audits on the Licensee/Franchisee's operations
- k. Widen scopes as required by mutual agreement



Business Operation

4. The Licensee / Franchisee has total flexibility and authority to run the business without Interference from LMS, subject to the requirements of the accreditation bodies and its Responsibilities to LMS as provided for in this Agreement including use of Logos and Marks as per **LMS Procedure PM-20** latest version & IAF-ML 2:2011.

PM -27 Procedure for Agency Operating Procedure

5. Use of IAS and LMS Logo & Publically Accessible Information

The associate partners may use IAS logo in conjunction with the symbol of the LMS and may not be reproduced in isolation. The partner shall also mention the association and services with LMS on publically accessible information.

6. The Licensee/Franchisee will implement operating procedures and applicable accreditation standards or guidelines as determined appropriately by LMS.
7. The Licensee/Franchisee shall not perform consultancy or any other activities that may detract from its impartiality or lead to a conflict of interest.
8. The Licensee / Franchisee must inform LMS immediately of any incident likely to jeopardize {put (someone or something) into a situation in which there is a danger of loss, harm, or failure} the accreditation. Any complaint received from Local AB or through Interested parties shall be reported to LMS within 48 hours of receipt of such complaint.
9. The Licensee / Franchisee will not engage any sub-franchisee. No obligation may be subcontracted without the prior, written consent of LMS.
10. The Licensee/Franchisee will not represent the interests and services of any other Certification body.
11. The Licensee/Franchisee must not issue its own certificate that bears the name or logo of LMS or accreditation logo in any language without the prior written consent from LMS.
12. Brochure, website or other literature or promotional materials in any means specifically for use in the Territory will be produced at the Licensee/Franchisee's cost and must be approved by LMS before production/ use. The Licensee/Franchisee will give reference of LMS website in all its documents as www.lmscert.com
13. The Licensee/Franchisee undertakes to inform LMS within 14 days of the following planned Changes:



- a. Ownership
 - b. Legal, commercial or organizational status
 - c. Key managerial/ marketing staff
 - d. Location of its registered address or operational premises
14. In all circumstances, the certification decision, the issue and control of the certificate will be carried out by LMS.
 15. Information exchanged in the course of the implementation of this Agreement shall remain in perpetuity confidential by the parties.
 16. Any liabilities incurred by the Licensee/Franchisee during the operation of the business will remain the responsibility of the Licensee/Franchisee.
 17. LMS shall conduct internal audit on the Licensee / Franchisee at least once per annum and/or as and when LMS deems necessary. The frequency of such internal audit shall be determined by LMS.
 18. Certification process shall only be performed by personnel who are considered by LMS to meet the level of competence necessary for the assessment and subsequent certification to be conducted to accredited standards.
 19. The Licensee / Franchisee shall be responsible to make arrangement for witness assessments and office assessments by the Accreditation Bodies as and when requested by the Accreditation Bodies.
 20. It is mandatory that the Licensee / Franchisee has adequate insurance to cover liabilities Arising from its operations in each of its fields of activities and the geographic areas in which it operates at its own cost.
 21. The Licensee / Franchisee shall submit its Annual Business Plan to LMS in 1st week of December every year.
 22. The Licensee / Franchisee will not extend the Services outside the territory specified as "**Spain**" without the prior written consent from LMS.
 23. The Licensee / Franchisee shall conduct Risk Analysis of territory granted to him on annual basis and will submit to LMS.
- Fees**
24. The Licensee/Franchisee undertakes to pay fees and charges as are due to LMS (or as it may direct) in accordance with the Fee Structure Annexure-I, issued by LMS .

Performance

Initiated by LMS
LMS-FM-071

Rev 07

Initiated by the Licensee/ Franchisee
Date 03-04-2020

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25. The Licensee/Franchisee undertakes to meet the minimum performance target set out in the Territory **"Spain"** and Performance.

Validity & Termination

26. It is not intended that this Agreement should be for a finite period. However, it should be subject to performance review.
27. This agreement may be terminated by 30 days' notice by either party in writing or in the event of under-performance to agreed targets.
28. This agreement may be terminated by LMS with immediate effect should the Licensee/Franchisee:
- a. Place LMS accreditation at risk due to gross and willful actions
 - b. Fail to meet its financial obligations
 - c. Be in breach of the terms of this Agreement
 - d. Fail to carry out action required by LMS in the requisite timescales as notified in Writing by LMS
29. Upon termination of this Agreement, the Licensee/Franchisee will have no claim for or right to compensation for loss of the Licensee/Franchisee rights, goodwill or any similar loss in Relation to the termination of this Agreement and the Licensee/Franchisee hereby agrees to waive any such rights as it may have.
30. Upon termination of this Agreement, the Licensee/Franchisee must cease to operate its business under the name relating to **"LMS CERTIFICATION LTD." Or "LMS"** operate under any similar title or similar logo/trademark which indicates or implies an association with LMS.
31. Upton Termination of this agreement the Licensee/Franchisee must cannot use LMS's Intellectual property and protection (e.g. logo, client information and documents and records) it will property of LMS.

Indemnity

31. The Licensee/Franchisee undertakes to indemnify and hold LMS harmless against all Liabilities, claims, costs, expense, loss or damage made against LMS as a result of any act by the Licensee/Franchisee (whether direct or indirect) or for which it is responsible. Franchisees have to take Professional Indemnity and Health Group Insurance Policy for your Auditors, LA, TE, Management and staff members.

General

32. This agreement suspends all previous agreement.