



D-ZM-20817-01-00



Deutsche
Akkreditierungsstelle
D-ZM-20817-01-00

Absolute Quality Certification Pvt. Ltd.

(an ISO certification body accredited by DAKKS, Germany)

FRANCHISEE PARTNER AGREEMENT

The Agreement is made between

Absolute Quality Certification Private Limited at 401 Ashok Bhawan, Nehru Place, New Delhi - India (herein referred as AQC which includes the successor and permitted assigns) and called as first party.

AND

Université Virtuelle Privée du Gabon (UNIVGA) having its office at Libreville – Gabon (herein referred as Franchisee Partner FP which include its successors and permitted assigns) and called as Second Party.

Whereas the deed of agreement is executed on 17/02/2020

and

First party is an accredited Certification body for Management System Certification, and Second party shall be involve only and only for the Marketing and expansion of the services provided by the First Party with the ambit of this agreement.

The terms and conditions of this agreement is as follows:

1. THAT the agreement is valid for the 3 years from the date of agreement.
2. THAT the Franchise Partner can work in the countries as per Annexure A.
3. THAT AQC shall be responsible for the following;
 - a. To get the approval from the accreditation board to commence the certification activities at the location and add the country as a location.
 - b. To carry the Initial Audit, Surveillance Audit and Recertification audit and conduct the following activities.
 - i. Application Review,
 - ii. Audit Planning,
 - iii. Selection, approval and appointment of the Audit Team,
 - iv. Training of Auditor and Technical Experts and Translators,
 - v. Audit Report Review
 - vi. Certification Decision Making
 - c. Shall manage and carry the Surveillance and Recertification activities.
 - d. Shall sign with the Franchisee partner agreement, Conflict of Interest declaration with all Franchisee partner staff and owners.
 - e. Shall display the name and detail of the Franchisee partner on the Website of the AQC (www.absolutecertification.com)
4. THAT the Franchise Partner shall be responsible for the following ;
 - a. Shall be a business entity and must appoint authorized person to carry the marketing activities and communication with client and AQC.



D-ZM-20817-01-00



Deutsche
Akkreditierungsstelle
D-ZM-20817-01-00

Absolute Quality Certification Pvt. Ltd.

(an ISO certification body accredited by DAKKS, Germany)

- b. Shall be responsible for the marketing and business expansion activities. In case Franchisee partner has intention to involve into certification activities then it will be treated as the "Critical Location" and Annually mandatory audit shall be conducted by the AQC/DAKKS Assessors which cost shall be borne by the Franchise partner. It shall be noted that certification decision shall be carry from head office only.
- c. Shall obtain the signed application from the client and submit it to the AQC head office by uploading on the online portal or by mail for the application review. After getting the application review and mandays cost from the AQC office, the Franchise partner can raise a quotation to the client. Once Client has accepted the quotation then Franchise partner will get sign the copy of agreement with client and will send the signed copy of client agreement and acceptance of the quotation to the AQC office for the certification activities.
- d. Franchise partner shall provide the competent auditors/Technical experts in relevant technical area to the AQC. Franchise partner will collect and send the requisite document as per Annexure C. In case the auditors/TE documents are not in English then it is the duty of the Franchise partner to self translate in English language and provide to AQC. Franchise partner shall remain responsible for correctness and truthiness of the documents and translated documents.
- e. Franchise partner shall pay the auditor fee and other taxes and duties as per the law of the franchisee partner country. AQC will Intimate the per mandays audit fee for each auditor/TE to the Franchisee partner and Franchise Partner shall consider the fee when raising the quotation to the client.
- f. Franchisee partner will pay to AQC per certificate price as mentioned in the Annexure B net of taxes and any other charges.
- g. Franchisee partner shall provide list of the Legal and Statutory requirement for different technical area – Annexure D and products in his country.
- h. Shall collect the amount from the client once certification activities are completed and certificate is issued. The certificate shall be sent to the Franchisee Partner and Franchisee partner shall deliver the certificate to the client company after getting the remaining amount, if any.
- i. Shall abide and follow the terms and condition of this agreement and other policies and guidelines issued by the AQC from time to time.
- j. Every year one witness audit for Stage 2 audit is required in each scheme by AQC in critical code in which the Franchise partner is dealing. In case DAKKS is conducting the witness audit for Stage 2 in any year then AQC will witness the Stage 1 audit. Franchisee partner shall arrange the client for witnessing purpose and all the expenses related with the witnessing shall be borne by the Franchisee Partner including the travelling, lodging and mandays fee of the assessor. The witness shall be conducted for each auditor initially and later depends on the frequency of the number of audit conducted by each auditor in each schemes depends on the complexity and risk involved shall be



D-ZM-20817-01-00

DAKKS

Deutsche
Akkreditierungsstelle
D-ZM-20817-01-00

Absolute Quality Certification Pvt. Ltd.

(an ISO certification body accredited by DAKKS, Germany)

intimated from time to time to each franchise partner. Critical Codes are mark in red in Annexure D.

- k. Shall Plan on annual basis its marketing activities and conduct the Internal audit and the marketing plan and Internal audit report shall be submitted to AQC office which shall be discussed in the AQC Management Review Meeting and Impartiality Committee meeting.
 - l. Shall obtained the approval from AQC for website contents and Marketing material. No content has to reflect that Franchise Partner is accredited by. The franchise partner can use the Logo of the AQC but can not use the logo of the DAKKS .
 - m. Shall be responsible to keep the standard of the services and maintain good name and reputation of AQC and DAKKS
 - n. Shall responsible to hire competent personnel and trained them from time to time.
5. THAT Franchisee Partner refer the auditor and technical experts to AQC office as he can search easily the competent auditors locally and AQC Head office approve/appoint to the auditors or technical experts.
 6. THAT Franchise partner or its staff shall not involved in any activity which is considered as the conflict of Interest which includes but not limited to the consultancy, Training or Internal audit of the client company for which the application received in the past two years.
 7. THAT Franchisee Partner has to remit the amount as per the price agreed and net of taxes and other banking or any other charges . Any type of charges before remittance or after remittance shall be borne by the Franchise partner..
 8. THAT Franchisee Partner has to comply itself for all the local legal, statutory or regulatory requirement and in any case the AQC is not responsible for violation of the Franchisee partner for local laws.
 9. THAT This agreement can be cancelled by any party before giving one month notice without any explanation or clarification. The AQC can terminate the agreement in case of violation of the any terms and conditions as mentioned above.
 10. In case the Franchisee partner is involved in the activity which is against this agreement then the agreement shall be terminated before time but franchise partner can go for appeal against the decision of AQC through the appeal panel as provided on website of AQC.
 11. THAT This Agreement does not make either party the employee, agent, partner or a representative of the other for any purpose whatsoever. Neither party is granted any right or authority to assume or to create any obligation or responsibility, express, or implied, on behalf of or in the name of the other party. Neither Party shall have any authority to bind the other in any way.
 12. THAT The Parties shall attempt to resolve any dispute in connection with this Agreement through amicable discussions. Any dispute arising in connection with this Agreement between and including all such disputes which have not been remedied pursuant to amicable negotiations and which cannot be resolved within 30 days from the date of such notice of dispute or difference shall be referred to Arbitration under the provisions of Indian Laws for the time being in force. All arbitration proceedings shall be conducted in English and the jurisdiction for conducting such proceedings shall be at New Delhi court only.



D-ZM-20817-01-00



Deutsche
Akkreditierungsstelle
D-ZM-20817-01-00

Absolute Quality Certification Pvt. Ltd.

(an ISO certification body accredited by DAKKS, Germany)

13. THAT Both parties has to keep the information confidential including the Policies, Client data and other information even after termination or cancellation of this agreement.

Onbehalf of Absolute Quality Certification Private Limited Signature :  Date: 21/02/2020	Onbehalf of Univga Authorised Person: Yann MAKOBIANI Designation : President and CEO Signature :  Date: 17/02/2020 
---	---

**ANNEXURE A
(Locations)**

S.NO	Name Of Country	Address	Contact Person Name	Email and Phone Numbers
	GABON	BP: 455, Libreville	Yann MAKOBIANI	contact@univga.ga +24177586538

**ANNEXURE B
(Certification Fee)**

Scheme	Initial Price (USD)	Surveillance Price (USD)
ISO 9001:2015	600	350
ISO 14001:2015	600	350



D-ZM-20817-01-00



Deutsche
Akkreditierungsstelle
D-ZM-20817-01-00

Absolute Quality Certification Pvt. Ltd.

(an ISO certification body accredited by DAKKS, Germany)

ANNEXURE C (List of Auditor/TE Documents)

1. Detailed Latest CV of Auditor/TE
2. Copy of Training of ISO 9001 and ISO 14001
3. Copy of Qualification like degree or diploma or certificate.
4. Experience document (Issue by the employer may be appointment letter or recommendation letter or any other form)
5. Copy of audit mandays logsheet maintained in last 5 years only
6. Signed Auditor Agreement
7. Signed Conflict of Interest
8. ID and Address Proof (Passport /Local ID)

ANNEXURE D (List of Accredited Scope with DAKKS)

ISO 9001:2015		ISO 14001:2015	
Technical Area	Description	Technical Area	Description
4	Textile and Textile Products	17	Basic Metals and Fabricated Metals Products
5	Leather and Leather Products	18	Machinery and Equipment
6	Wood and Wood Products	19	Electrical and Optical Equipment
14	Rubber and Plastic Products	22	Other Transport Equipment
17	Basic Metals and Fabricated Metals Products		
18	Machinery and Equipment		
19	Electrical and Optical Equipment		
20	Ship Building		
22	Other Transport Equipment		
23	Manufacturing of the products not else where classified		
29	Wholesale and retail trade; Repair of motor vehicles, motor cycle and personal and household goods		
32	Financial intermediation, real estate, renting		
33	Information technology		
35	Other Services		
36	Public Administration		
37	Education		