

**Agreement between AYUSHEXCIL and Ayush Products Testing Laboratory**

This agreement is made as of       (date)       between

The AYUSHEXCIL,

Having office at .....New Delhi, India,

And

The laboratory

(Name of the Laboratory- Company Legal Name and Type e.g LLP, Pvt Ltd, etc ).

(address of lab where it is located and where the accreditation is held),  
hereinafter referred to as the Laboratory

## **INTRODUCTION**

The Ministry of Ayush has instituted a system to recognize and grant **Ayush Quality Mark** to Ayush products and services for demonstrating adherence to globally recognized standards under the aegis of the AYUSHEXCIL. Ayush product and services have been identified along with applicable globally recognized standards, criteria and process for grant of **Ayush Quality Mark**.

## **1 SUBJECT OF THIS AGREEMENT**

This Agreement establishes the rights and obligations of the laboratory as independent organization for testing of the Ayush products under the Ayush Quality Mark Programme.

- 1.1 This Agreement sets out the relationship between AYUSHEXCIL and the recognized laboratory and the standards and conditions to be met by recognized Laboratory in the operation of recognition.
- 1.2 Both AYUSHEXCIL and recognized Laboratory expect and are expected to abide by the intent of this Agreement.

## **2. RECOGNITION OF AYUSH PRODUCTS TESTING LABORATORIES**

- 2.1 Under the Ayush Quality Mark Programme any laboratory that is recognized by the AYUSHEXCIL and granted Ayush Quality mark is termed hereafter as recognized Ayush laboratory.
- 2.2 The Laboratory shall meet the criteria prescribed in the document “System for Grant of Ayush Quality Mark to Ayush Product Testing Laboratories”.
- 2.3 The recognition is granted on the conditions that the recognized Ayush laboratory:
  - (a) Complies with the terms of this Agreement

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- (b) Demonstrates continuing conformity with the criteria prescribed under this programme read with additional requirements, if any, as applicable
- (c) Demonstrates continuing competence within the scope of its recognition
- (d) Pays such fees as are due to AYUSHEXCIL

2.4 If a recognized Ayush laboratory does not adhere to the terms of this Agreement, any commitments/undertaking made to the AYUSHEXCIL, the applicable requirements prescribed by the AYUSHEXCIL, or the conditions for using the Ayush Quality Mark, The AYUSHEXCIL reserves the right to take appropriate action. This may include suspending or withdrawing recognition, limiting the scope, or applying other suitable sanctions.

2.5 All information gained by AYUSHEXCIL and its personnel in dealing with Laboratory, other than information already in the public domain shall be treated as confidential and shall not, subject to the law of the land, be divulged without prior written consent of the laboratory.

2.6 Additionally, AYUSHEXCIL reserves the right to withdraw recognition:

- (a) If the Laboratory, does not meet any of the requirements of this program at any time.
- (b) If the Ayush laboratory violates any applicable laws.
- (b) If there is proof of fraudulent activity, or if the Ayush laboratory deliberately provides false information or withholds information.

**3. CONDITIONS TO BE MET WITH BY RECOGNIZED LABORATORY**

3.1 The recognized Laboratory shall offer AYUSHEXCIL and its representatives such reasonable access and co-operation as necessary to enable AYUSHEXCIL to monitor conformity with this Agreement and the relevant criteria. The recognized Ayush Laboratory shall also use reasonable endeavors to provide access to AYUSHEXCIL's assessors and experts to its premises to conduct assessment activities, as AYUSHEXCIL shall reasonably require.

3.2 The recognized Laboratory shall:

- (a) commit to fulfil continually the requirements for recognition set by AYUSHEXCIL for the scopes for which recognition is sought or granted including adapting to changes in the requirements for recognition as and when communicated and shall also commit to provide evidence of fulfilment;
- (b) afford such accommodation and cooperation as is necessary to enable AYUSHEXCIL to verify fulfilment of requirements for recognition. This applies to all locations where the recognition is applicable (whenever required in case of direct assessment);
- (c) provide access to Laboratory personnel, locations, equipment, information,

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documents and records as necessary to verify fulfilment of requirements for recognition (whenever required in case of direct assessment);

- (d) Only claim that it is recognized in respect of those activities (scope) which are the subject of the recognition as contained in the certificate issued to it by AYUSHEXCIL from time to time and which are carried out in accordance with this Agreement and the relevant criteria;
- (e) Use the Ayush mark of AYUSHEXCIL only on those test reports/ certificates which fall within the scopes covered under recognition;
- (f) Not use its recognition in such a manner as to bring AYUSHEXCIL into disrepute, and take appropriate steps to correct any statement or expression, which AYUSHEXCIL considers to be misleading;
- (g) Upon the withdrawal of recognition, however determined, discontinue forthwith its use of any reference to recognition, or Ayush Quality Mark, withdraw all advertising material which contains any reference thereto including on its website, return the certificate of recognition, discontinue issue of test reports/certificates with Ayush mark, and take such other as AYUSHEXCIL may require;
- (h) Make it clear in all contracts with its clients and in guidance documents that a test report/certificate issued by it in no way implies that any product is certified or recognized by AYUSHEXCIL;
- (i) Ensure that recognition or Ayush Quality Mark shall not be used by itself or its clients for promotional or publicity purposes in any way that AYUSHEXCIL considers to be misleading, and take such immediate steps as AYUSHEXCIL may require to correct any such misleading use;
- (j) Provide, on demand, or during any assessments all records/information relating to complaints, appeals and disputes related to recognition.

The recognized laboratory while may use in documents, brochures or advertising media, without variation, the phrases “an Ayush Quality Marked Laboratory”, only with reference to the scope for which it is recognized under this Program.

#### **4. RULES FOR USE OF AYUSH QUALITY MARK**

4.1 The Ayush Quality Mark shall be used following the dimensions and colour scheme or black and white as depicted below:

Figure with Data for Dimensions

4.2 The photographic reduction or enlargement of the Ayush Quality Mark in the same proportion may be used.

4.3 The Ayush Quality Mark may be used on test reports/certificates only if all the tests are covered in the scope of recognition. Regardless of whether Ayush Quality Mark is used or not, the test reports / certificates issued within the scope of recognition shall be deemed to be covered

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under the recognition and shall be issued following the prescribed criteria.

4.4 The Ayush Quality Mark is non-transferable and to be used only by the recognized laboratory.

4.5 The recognized laboratory shall follow any other rules prescribed by the AYUSHEXCIL time to time.

### **5. DATA PROTECTION**

5.1 The Parties shall comply with the applicable Data Protection Regulations at all times.

5.2 Without prejudice to the other provisions of this Agreement, the Parties shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage, or destructions of the Personal Data processed under this Agreement.

### **6. LIABILITY**

No representation, promise, or warranty, whether express or implied, is or will be made or given by **AYUSHEXCIL**, or any of its CEOs, directors, employees, or agents, regarding the accuracy or completeness of any information, review, audit, or advice provided in the course of delivering services under this Agreement. Furthermore, no CEO, director, employee, or agent of **AYUSHEXCIL** is authorized (nor shall be deemed to be authorized) to make or give any such representation, promise, or warranty. Any such representation, promise, or warranty, if purported to be made or given, shall not be relied upon by the recognized Laboratory.

### **7. FORCE MAJEURE**

No failure or omission by either party to carry out or observe any of the stipulations, conditions or warranties to be performed shall give rise to any claim against such party or be deemed to be a breach of contract to the extent that such failure or omission rises from causes reasonably beyond the control of such party.

### **8. INDEMNITY**

The recognized Laboratory undertakes to indemnify **AYUSHEXCIL** against any losses suffered by or claims made against **AYUSHEXCIL** as a result of misuse by the recognised Laboratory of any recognition, or symbol granted by **AYUSHEXCIL** as a result of any breach by the recognized Laboratory of the terms of this Agreement.

### **9. GOVERNING LAW AND ARBITRATION**

9.1 This Agreement shall in all respects be construed and operate as an Agreement made in India and in conformity with Indian Law and the construction and validity shall be governed by the Indian Laws and is subject to the exclusive jurisdiction of the Delhi Courts.

9.2 All disputes, differences, or questions whatsoever arising between the parties concerning

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the interpretation of this Agreement or any matter arising out of or in connection with this Agreement, which cannot be resolved amicably through mutual discussions, shall be referred to arbitration.

9.3 The arbitration shall be conducted by the AYUSHEXCIL or by any person nominated by AYUSHEXCIL. The arbitration proceedings shall take place in the City of Delhi and shall be governed by the provisions of the Arbitration and Conciliation Act, 1996, as amended from time to time.

**10. TERMINATION**

These arrangements shall continue in force unless and until terminated:

- A) On withdrawal of recognition by the AYUSHEXCIL. or
- B) On voluntary surrender of recognition by the Laboratory.

**11. THE PARTIES TO THE AGREEMENT**

*For the Recognized Laboratory*

*For the AYUSHEXCIL*

Name: |.....|

Name: .....

Address: |.....  
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Address: |.....  
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Signed: |.....|

Signed: |.....|

Position: |.....|

Position: |.....|

Name :|.....|  
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Name :.....|..... (BLOCK CAPITALS)

Date: |.....|

Date: .....|.....