

1 Confidentiality and Security

1.1 All work undertaken as a representative, auditor or employee of IMS Reliance Ltd (hereafter 'IMS') is not to be disclosed to any third party unless:

- such information is public knowledge, or
- you are obliged to disclose such information by law (but excluding your contract of employment) or an accreditation body.

Such information may be from or be about IMS, IMS's clients, or anyone else.

2 Auditor's Obligations

2.1 Auditors shall work to IMS's procedures, documents and standards and shall at all times act in a professional manner. They shall ensure they work in accordance with the auditor handbook (Doc 32) and have access to relevant guidelines and standards whilst auditing.

2.2 Auditors are bound by the relevant terms of this and other agreements within IMS - notably those concerned with confidentiality and intellectual property.

2.3 The Auditor shall provide IMS with evidence of their claimed education, qualifications, and experience as required by IMS to maintain its accreditations. This shall include any competence or skills assignments / tests as issued for completion by IMS

2.4 The Auditor shall not commit IMS to anything outside the scope of the audit, including but not limited to, – financial obligations, resource commitments, additional services, a course of action or form of policy.

2.5 The Auditor shall respond effectively and promptly to requests from IMS for information and their services.

2.6 The Auditor shall not seek to obtain (future) business by representing to IMS's clients that certification may be easier if such business be placed.

2.7 The Auditor shall not reference, market or offer a service as linked to IMS in any way during their own consulting services without written permission from IMS.

2.8 The Auditor shall not promote their own consulting services whilst auditing or working on behalf of IMS.

2.9 When representing IMS, you shall at all times wear smart attire e.g. smart skirt / trousers and a smart blouse / shirt and tie. If you are at the IMS Head office, you are permitted to wear smart casual dress unless we have guests visiting. The tie may be removed after the opening meeting if felt necessary due to the client's own dress code. Personal protective equipment (PPE) shall be worn as required by the client's policy and arrangements

2.10 The Auditor shall ensure that auditor appointment acknowledgments (AAAs) are signed and returned to IMS (soft or hard copy) within 48 hours of issue by IMS.

2.11 The Auditor shall prepare a suitable audit plan and submit this to IMS no later than 28 days prior to the scheduled audit date (or the first day of a multiple day audit).

2.12 The Auditor shall leave a copy of the audit report with the client on the day of the audit and forward a copy (along with any supporting documents as appropriate to the audit, including, but not limited to: report, notes, three year plans and corrective action plans) to IMS

within 48 hours of the completion of the audit. If for a valid reason the report cannot be left with the client on the day of the audit, it shall be sent to the client and IMS within 24 hours.

2.13 The Auditor shall review and return to IMS, within seven working days, corrective action plans submitted by clients (and as forwarded to the (Sub) Contractor by IMS).

2.14 The Auditor shall undertake audits in line with the requirements of IMS's procedures, guidelines, instructions, the 'Auditor Handbook' (Doc.32) and all associated terms & conditions.

2.15 Unless otherwise authorised or agreed in writing by IMS, any flights, hotels (accommodation) and parking, or any other travel expense as required by the audit shall be booked by IMS.

2.16 The Auditor shall report to IMS any information that they are made aware of that may have an impact on IMS's accreditation, reputation, finances or legal / moral obligations.

2.17 Auditors shall only carry out work under this agreement as instructed by IMS.

2.18 The Auditor shall ensure that no software virus is introduced to IMS's or clients' computers by their action.

2.19 The Auditor shall respond promptly and effectively to all requests for information.

3 impartiality

3.1 No services or activities should be undertaken on behalf of IMS if this could compromise the impartiality of the assessment or certification activities. Any potential conflicts of interest shall be declared. It shall not be represented to any third party that certification from IMS will be simpler, easier, faster or less expensive if IMS were to be used.

4 Confidentiality and Publicity

4.1 Neither party shall, without prior written consent, print, publicise or disclose to any third party any information about the other party, or any of the parties to the services provided by IMS, unless such information is public knowledge or is known to the first party prior to this agreement or becomes known to the first party by legitimate means outside this agreement or is required by law or an Accreditation Body.

4.2 The Auditor shall hold proprietary information (written or documentary, recorded, machine readable, or other information in a tangible form) of IMS and its Clients in confidence, in a secure manner and shall use such information solely for the purpose to perform your duties, and reproduce proprietary information only to the extent necessary for the purpose of your duties. The Auditor shall not use, nor cause to be used, proprietary information to the economic detriment of IMS, its Clients, associates or subsidiaries.

4.3 Upon the request of IMS, the Auditor shall cease use of proprietary information received from IMS, destroy all such proprietary information, including all copies thereof, and furnish IMS with written certification of destruction. Alternatively, upon request, the Auditor shall return all such proprietary information, including any and all copies that you have made, to IMS.

4.4 IMS's methods, procedures, documentation and software are a valuable asset and shall be given due protection by the Auditor.

5 General Terms and Conditions

5.1 Neither party shall be responsible for any delay or failure to meet their obligations due to causes outside their control.

5.2 Changes to this agreement may be made only when in writing and signed by both parties.

5.3 If any provision of this agreement is or becomes invalid or unenforceable or illegal the other provisions shall remain in effect.

5.4 Any waiver of rights under this agreement shall not be deemed to be a waiver of rights in respect of any other breach of the agreement.

5.5 Headings are for ease of reference only.

5.6 Notices shall be made in writing to the last known address of the recipient by recorded delivery or registered mail, and shall be deemed to have been made 48 hours after posting.

5.7 This is the complete and exclusive agreement between the parties concerning its subject. The contract shall be governed by English Law and both parties shall submit to the jurisdiction of the English Courts.

6 Duration

6.1 This agreement shall be in effect when both parties have signed it.

6.2 This agreement shall continue until terminated by mutual agreement.

6.3 Within two weeks of termination or on demand, both parties shall return to the other any property of the other (including intellectual property) and shall destroy any intellectual property which cannot be returned because it is held on material not belonging to the other, unless such property is to be used as evidence in a legal dispute between the parties.

7 Signed on the Dates Shown

by (name) :		
title :		
signature :		
date :		
on behalf of :	Auditor*	IMS Reliance Ltd.

*Auditor – if applicable, please state below the name of your employer