

PANACEA BIOEDGE PRIVATE LIMITED

AGREEMENT- AUDITOR/TRAINER/TE

Document no.: PBPL-A-F002	Rev.: 00	Origin Date :- 01-08-2025	Rev. Date: 00	Issue No.: 01
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IC MEMBER/AUDITOR/LEAD AUDITOR/TECHNICAL EXPERT AGREEMENT

This agreement is between Mr./Miss/Mrs _____ Address - _____

Called as the Second party (herein after called IC Member/Auditor/Lead Auditor/ Technical Expert) and Panacea Bioedge Private Limited, latter known as "PBPL", Delhi called as the First Party, executed on date _____ .

The subject matter of the agreement is Empanelment as IC member Auditor/Lead Auditor/Technical Expert

Whereas the Auditor/ Team Leader/TE is desirous for empanelment with PBPL's list of auditors and is desirous of enhancing his skills of auditing/ TE of Sustainability disclosures as per the requirements of ISO 19011 standard "Guidelines for Auditing of Quality and or Environment Management Systems Auditing". That the Second party will follow and bound under the following condition of this agreement during and/or after the association of any project taken from PBPL for any of its client/customer

It is hereby mutually agreed based on equality that:

1. Trainer/Auditor / TE shall be an empaneled Auditor / TE of PBPL. The Trainer/Auditor/TE shall provide the services to the client within the business places agreed with PBPL.
2. The Auditor/TE shall devote the necessary required time, skill demanded by the contract. PBPL will provide auditing assignments relating to the TRAINER'S/Auditor's/ TE sector of professional expertise for Sustainability disclosures to enable the auditor to be eligible as an Audit Team Member / Team Leader/LEAD TRAINER / TE for compliance with ISO 19011 Standard.
3. The Auditor/TE shall comply with applicable policies and procedures as defined by PBPL.
4. PBPL will, pay to the TRAINER/Auditor/ TE an Audit fee on the following man days basis, when assigned to conduct the audits on behalf of PBPL. The pay offs for audit are as mentioned below:

Category	(Per Audit Manday Charges)
Team Leader	As per PBPL norms.
Audit Team Member	
TE	
Trainee Auditor	
IC MEMBER	

5. Provide the updated Resume, Qualification, Skills, Experience & training details from time to time to PBPL.
6. Provide and bring to notice details of prior or existing consultancy, training, design, implementation or maintenance of quality system of that client which is assigned to audit.
7. Provide & bring to notice to PBPL up-to-date personnel records, including relevant qualifications, training, experience, affiliations, professional status, competence and any relevant consultancy services that have been provided

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8. Follow impartiality & code of conduct.
9. The Auditor/TE shall take good care of all documents/ equipment's in his safe custody.
10. The TRAINER Auditor/TE shall not pass on any document given to him by PBPL for any purpose to any person, firm, organization or party.
11. Not favor or receive a favor in any form (gift, bribe, inducement, emotion, pressure, influence etc). Which may affect the recommendation decision
12. The TRAINER /Auditor/TE agrees that he shall:
 - a. Conduct audits in an ethical and professional manner.
 - b. Maintain all records and give regular feedback of the program of all audit assignments conducted on behalf of PBPL.
 - c. Maintain confidentiality in respect of any information gathered during the audit to which the Auditor/TE has access and shall not disclose it to any other party directly/indirectly.
 - d. Not refer or represent any other certification body, when conducting audit assignment on behalf of PBPL.
 - e. Bring to the notice of PBPL his interest including prior or proposed consultancy involvement with any firm for which PBPL may engage the TRAINER /Auditor/TE task. Bring to the notice of PBPL any consultancy assignment related to the QMS/ the organization being audited.
 - f. Provide declaration in written form of Conflict of Interest and confidentiality for each audit assignment.
13. Any dispute which may arise at any time hereafter between PBPL and the TRAINER/Auditor/TE shall be resolved within mutual concern.
- 14. I abide to submit declaration on annual basis to the PBPL about my fitness in the format of the PBPL (annexure 01 of this) as part of this agreement.**
15. Payment to the empaneled auditors/experts to be made within one-month from the date of final submission of the audit report.
16. This agreement is valid for a period of 2 years from the date of signing during which period any party can give intimation to the other party at max 30 days for the termination of arrangements.
- 17. Termination:** This agreement shall be terminated under following conditions:
 - a. Notice by either party for termination in writing. The notice period is month.
 - b. Breach of contract by either party or failing to rectify it within 15 days.
 - c. Misconduct or unlawful conduct by either party.
 - d. If the PBPL cease to carry on the business or go into liquidation whether voluntarily or otherwise.

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Signature (First Party) (PBPL Representative)	Signature (Second Party) (IC MEMBER Auditor/LA/TE)

Annexure-01 of the PBPL_F003_A

Before,

M/s Panacea Bioedge Private Limited
Flat No. 236, 2nd & 3rd Floor,
Pocket A2, Sector-17,
Dwarka,
New Delhi-110075, India

Date:

Declaration

Second party hereby declares to the First party that ...

- a. I have qualifications, competence, skills and experience which are necessary for the relevant office of position of Empaneled as TRAINER/Auditor / TE.
- b. I am able by reason of my health (after reasonable adjustments are made) of properly performing tasks which are intrinsic to the office or position for which I am appointed, or to the work for which I am employed as Auditor / TE.
- c. I have not been responsible for, been privy to, contributed to or facilitated any serious misconduct or mismanagement (whether unlawful or not) in the course of carrying on a regulated activity or providing a service elsewhere which, if provided in **INDIA**, would be a regulated activity.
- d. I am not “unfit”. In this regard.
 - i. I am not an undischarged bankrupt.
 - ii. I have not had sequestration awarded (which has not been discharged) in respect of my estate.
 - iii. I am not the subject of bankruptcy restrictions order, or an interim bankruptcy restrictions order, or an order to like effect made in **INDIA**.

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- iv. I am not prohibited, by or under any enactment, from holding my position as Auditor / TE or from carrying on any regulated activities.
- v. I am of “good character”. In this regard...
- vi. I have not been convicted in the **INDIA** of any offence, or been convicted elsewhere of any offence which, if committed in any part of the world, would constitute an offence.
- vii. I have not been erased, removed, or struck-off a register or professionals maintained by a regulator of health care or social work professionals.

Signature

Name:

Designation: