

1 Area of applicability

These conditions apply to the agreements concluded between DEKRA Certification GmbH (hereinafter referred to as DEKRA Certification) for certifying quality management systems in accordance with the verification level IRIS Certification® Performance assessment in conjunction with the Standard ISO 22163 (hereinafter referred to as IRIS) and its clients, unless other conditions have been agreed in writing or are prescribed by law.

2 Certification

For IRIS certifications, the specifications (of the respective valid version) of "IRIS certification provisions" (available at www.iris-rail.org) are also an integral part of the agreements concluded between DEKRA Certification and its clients.

The certification authority must be authorised by the IRIS Group in order to conduct IRIS audits. If the framework agreement between DEKRA Certification and the IRIS Group is terminated before the assessment process is carried out and if the IRIS certificate remains valid then the client is not entitled to demand return of the IRIS certificate.

The client gives his irrevocable permission to transfer audit reports in the agreed language to the IRIS Group database.

The client accepts that the audit charges will be paid to the certification authority.

The client is obligated to register himself with the IRIS web portal www.iris-rail.org and with his certification body (DEKRA) for certifying. Irrespective of the result of the audit, the data will be stored in the database, managed by the IRIS management centre and made accessible based on the defined access authorisations.

The IRIS group is entitled to make available non-detailed data from successful audits via the database based on the defined access authorisations.

Only the client may decide who may view detailed data (e.g. overall assessment, audit report...) via the IRIS database.

The contractor consents to assess the certification body and its auditors. Furthermore, it also consents to the language selected for use during the audit and for the written audit report.

Witness auditors of the IRIS group or their representatives must be granted access during the audit performed by DEKRA Certification.

A witness audit by IRIS group or DEKRA Certification may not be refused.

The client agrees that the IRIS certificate will become invalid and may not be used for any other purposes if the surveillance audit is not performed or not passed.

An IRIS certification is only possible in conjunction with an ISO 9001 certification.

Recertification must be performed successful at the latest before the certificate expires. If this is not the case, a new certification procedure must be performed.

Supporting functions (remote locations/guiding locations) or site extensions need to be included in the audit. However, they cannot be certified independently.

The client shall provide the audit team with a stable internet connection for the on-site audit.

With regard to the IRIS certification program, the IRIS logo may only be used as shown at the IRIS data base.

The Client is perfectly aware that any proprietary and/or confidential information, know how or other intellectual property of UNIFE/IRIS Management Centre, whether registered or unregistered, shall remain the exclusive property of UNIFE, that all intellectual property rights on the System remain vested in UNIFE, and that no provisions of the agreement between the Certification Body and the Client shall give rise or shall be deemed to give rise to an assignment, transfer or licensing of the intellectual property rights of UNIFE.

The Client undertakes to use and shall cause ("se porte fort pour") its employees, directors, agents, and other representatives, as well as its shareholders and other companies or members of its group to use only the original IRIS Standard and Software and to refrain from using any document or copies of software which might infringe the intellectual property rights of UNIFE.