

1. Scope and Applicability

This “IRIS Annex to DQS Auditing and Certification Regulations” apply to all audits and certification services offered and rendered to clients of the international DQS Group according to the ISO TS 22163:2017. These regulations are only valid in combination with the general DQS Audit and Certification Regulation available in English language at www.dqs.de or upon request from DQS.

2. 2. Program Requirements

For Clients applying for the ISO TS 22163:2017 certification/Certification scheme, the following terms and conditions apply:

- a) The Certification Body must be approved by UNIFE to conduct IRIS audits and certifications and such approval lapses in the event this Agreement terminates. In case of termination before the IRIS Certification Process has been carried out and the IRIS Certificate has been issued, the Client is not entitled to claim the IRIS Certificate.
- b) The Client agrees that the IRIS Certification terminates and cannot be used for any purposes if any Surveillance Audit is missed or failed.
- c) The Certification Body is obliged and irrevocably authorized by the Client to transmit the request for certification and Data to the IRIS Management Centre, independent of the result of the audit; the Data will be stored in the Database, will be administered by the IRIS Management Centre and will provide for restricted access rights.
- d) IRIS Management Centre is irrevocably authorized to make Non-Detailed Data on passed audits available via the Database www.iris-rail.org in accordance with its access rights
- e) The Client itself decides to whom (e.g. customers) the Detailed Data (i.e. results of passed or failed audits) may be made available via the Database by the IRIS Management Centre providing the access rights.
- f) The Client agrees to evaluate the Certification Body and its IRIS auditors. The Client shall log into the Portal and use the proper function to issue an evaluation for each IRIS auditor who was part of the audit team
- g) The Client agrees to the language to be used during the audit and the language of the audit report.
- h) The Client accepts delegates of the IRIS Management Centre witnessing audits performed by the Certification Body on prior written reasonable notice by the Certification Body.
- i) 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
- j) The Client undertakes 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