

1. General

Definition: International Certification Authority (ICA).

Applicant: Means an individual, body corporate or body incorporate which has applied but has not yet been granted a certificate for the scope of the application, whether this be for certification, Inspection or other related service.

Client: The Organization has contracted International Certification Authority (ICA) for management system certification Systems.

Logo: Means the logo approved by the International Certification Authority (ICA).

Appeals Committee: Means a committee of the International Certification Authority (ICA) Certification Board established for the purpose of hearing appeals. The panel appointed in respect of each appeal will consist of a Chairman and at least two members of the Certification Board, none of whom shall have any direct interest in the subject of the appeal.

Board: Means the Board established as the governing body of the International Certification Authority (ICA).

Standard, or Scheme: Means the standard or scheme for which the Client is seeking Certification (e.g.: ISO 9001, ISO 14001 & ISO 27001) and, or Inspection services, or related services provided by the International Certification Authority (ICA).

Certificate: Means a certificate recognizing that the management system, or Inspection performed, or Training given, or other service which produces a Certificate output, granted to the organization having been assessed by International Certification Authority (ICA) member in accordance with these regulations.

Schemes Manager: Means the person who is appointed for the time being by the Board of Directors with approval by the board, to be in charge of the area for which the Board has responsibility. There may be several Schemes Manager(s) dependent on the Schemes and, or services offered.

Registered Organization: Means an individual, body corporate or body incorporate which has been granted a certificate by International Certification Authority (ICA) member.

Documented Management System: Means a set of documents/descriptions/protocols/Std. Operating Procedures/Work Instructions, or other formal instructions serving to implement the system of an organization which sets out the specific practices, resources and activities of that organization relevant to achieving compliance with a particular standard, specification or otherwise specified requirement, plus, if appropriate, practices and activities relevant to specific Codes of Practice.

Guidance Notes/Auditor Notes: Means a document developed by the International Certification Authority (ICA), industry, procurement and associated interests, with or without the participation of International Certification Authority (ICA) member which particularizes the requirements of a Standard/Scheme/Requirement in relation to a particular sector of industry.

Initial Enquiry Form: Document used to gather and record client specific information necessary to make an informed decision regarding the requisite competence required to conduct an effective audit.

2. Process

Certification Scheme: In order to obtain and retain certification all applicants and clients to the scheme must adhere to the following rules of the scheme. All information deemed necessary by International Certification Authority (ICA) in order to complete the assessment should be made available by the applicant through the applicable initial enquiry form. International Certification Authority (ICA) will run the scheme in transparent and fair manner without prejudice and discrimination of any applicant due to its size, type of business, financial or political

background. International Certification Authority (ICA) shall be responsible for complete process and all activities of certification, from the initial document review, audit/evaluation of the client's Management System through periodic surveillance audits and re-assessment audits/evaluations. International Certification Authority (ICA) shall inform the client of the initial audit/evaluation results and if not satisfied that all the requirements for the certification are being met, shall inform the client of those aspects in which the application is deemed non-compliant. When the client can demonstrate that effective remedial action has been taken to meet all the requirements within a specified time limit, International Certification Authority (ICA) will review the remedial action and determine the suitability of awarding certification. All certificated clients are entitled to provide feedback and suggestions relating to the potential areas for improvement of the rules & regulations. International Certification Authority (ICA) reserves the right to make minor changes and corrections to these Rules & Regulations without prior notification. Clients will be given prior notice of any changes that affect their responsibilities or liabilities. The client shall ensure that the question of responsibility to International Certification Authority (ICA) for the certified. System is clearly defined, e.g. by appointing a designated person who is nominated to maintain contact with International Certification Authority (ICA) to ensure that the above provisions have been observed. The client shall permit scheme accreditation representatives or trainee International Certification Authority (ICA) auditors all reasonable access for the purpose of observing International Certification Authority (ICA)'s auditors/evaluators performing initial audit/ evaluation and/or surveillance activities.

Initial Audit/Evaluation for Certification

Initial audits/evaluations shall be conducted against the applicant's procedures and the requirements of internationally accepted:

- product certification schemes,
- management system standards
- Applicable legislations and Directives
- And/or sector schemes

Certification

When an initial audit/evaluation has been completed and systems deemed to be satisfactory to the standard requirements by the approved scheme management, the relevant Scheme Manager shall inform the applicant accordingly and issue a certificate of registration. Surveillance frequency will be stipulated as either once or twice each year, but additional visits may be conducted at the discretion of the Scheme Managers of International Certification Authority (ICA). The certificate applicable to a specific business scope covering product, process, service, site or organization may be suspended for a limited period (in most cases the suspension would not exceed 6 months) in, but not limited to the following cases: -

- If the regular surveillance or recertification audit shows non-compliance with the requirements which is of such a nature that does not require immediate withdrawal.
- If a case of improper use of the certificate, e.g. misleading prints or advertising is not solved by suitable retractions or other appropriate remedial measures by the client.
- The client has voluntarily requested a suspension
- If there has been any other contravention of the certification rules and regulations.
- If corrective action requests (CAR's) have not been implemented within specified time scales.
- If the surveillance or re-audit is delayed by more than 2 months beyond the due date

The client shall not identify as International Certification Authority (ICA) certificated organization covering the product, process or service that has been offered in the course of suspension. The Scheme Manager of International Certification Authority (ICA) will confirm an official suspension of the certificate to the client. At the same time the Scheme Manager shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated. Conditions for reinstating the certificate have been fulfilled. On fulfilment of these conditions the suspension could be lifted by notifying the client that the certification has been reinstated. If the conditions are not fulfilled, the certificate shall be withdrawn. All costs incurred by International Certification Authority (ICA), in the suspending and reinstating of certificates will be charged to the client.

Extending Certification A client wishing to extend the scope of its certification to cover additional products, processes, services or sites shall apply to International Certification Authority (ICA) in writing. A Scheme Manager shall review the nature of extension and decide on the necessary audits/evaluations to be performed.

Publicity by Certificate Holders A client has the right to publish that the product, process or service and company have been certified International Certification Authority (ICA) and apply certification mark to promotional materials for which the certificate applies. In every case, the client shall take sufficient care of its publications and advertising so that no confusion arises between management system certification and specific product certification, certificated and non-certificated business scopes covering product and/or services, which may mislead

the market. The client shall not make any claim that could mislead purchasers to believe that a product, process, service, site or organization is covered by the certification when in fact it is not.

Publicity by International Certification Authority (ICA)

Non-confidential information relating to a client certificated management system may be placed in the public domain by International Certification Authority (ICA).

Confidentiality International Certification Authority (ICA) shall endeavour to ensure that its employees and contractors maintain secrecy concerning all confidential information with which they become acquainted as a result of their contacts with the client. The client shall maintain confidentiality of all commercial terms and conditions with International Certification Authority (ICA) for certification services. Information about a particular client of individual shall not be disclosed to any third party without the written consent of the client or individual concerned. Where International Certification Authority (ICA) is required by law to release confidential information to a third party, the client or individual concerned shall, unless regulated by law, be notified in advance of the information provided. When confidential information is made available to other bodies, (e.g. accreditation body, agreement group or a peer assessment scheme,) confidentiality of information viewed will be assured during access by these bodies.

Misuse of a Certificate International Certification Authority (ICA) shall take all reasonable precautions to control the use of its certificates by the certificated clients. Incorrect references to certifications or misleading use of certificates found in advertisements; catalogues, etc. shall be dealt

with by suitable actions, which could include legal or corrective action or publicizing the transgression. Clients are invited to report to the Scheme Manager any misuse of the International Certification Authority (ICA)'s marks which comes to their attention. The source of all information received will be treated in confidence. The certificate of registration is valid for three years from date of issue or recertification, subject to the client continuing to meet the certification requirements detailed within the rules & regulations. It may be necessary for International Certification Authority (ICA) to conduct audits of certificated clients at short notice to investigate complaints, or in response to changes, or as a follow-up on suspended clients. Under such circumstance International Certification Authority (ICA) shall exercise additional care in the assignment of the audit team. The certificate will remain the property of International Certification Authority (ICA) and shall always be returned on request. All clients shall maintain a log of all customer complaints they receive which fall within the scope of registration for which a certificate has been awarded. The details responding actions against these customer complaints shall be available for International Certification Authority (ICA) review in the audit. In some cases International Certification Authority (ICA) can outsource it's client's management system certification audit through a legally enforce agreement, but International Certification Authority (ICA) is the only authority for its client management systems certification decision and don't outsource the decisions of granting, maintaining, renewing, extending, reducing, suspending or withdrawing of certification.

Suspension of Certification Complaints received by International Certification Authority (ICA) from any stakeholder regarding the activities of a certificated client

shall be referred to that client at an appropriate time. The complaint shall be investigated in accordance with the International Certification Authority (ICA) complaints handling process procedure. The alleged complaint is logged and evaluated to establish its validity, with any requisite corrective and preventive action instigated where necessary. This process shall be subject to requirements of confidentiality. International Certification Authority (ICA) shall determine, together with the client and complainant, whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.

Withdrawal / Cancellation of Certificate

Failure to resolve the issues that have resulted in the suspension of certification in a time specified by International Certification Authority (ICA) shall result in withdrawal or reduction of the scope of certification. A certificate may be withdrawn or the scope of certification reduced in the following cases: -
-If the audit shows that the non-compliance is of a serious nature.

-If the surveillance or re-audit is delayed by more than 4 months beyond the due date

-If the client fails to settle the due payment of its financial obligation.

-If the client fails to take adequate measures in case of suspension

-If any actions are taken by the client which would bring the International Certification Authority (ICA)'s scheme into disrepute.

In the above cases International Certification Authority (ICA) has the right to withdraw the certificate by informing the client. The client shall have the right to appeal. Certificates will be cancelled in the following cases: -

- If the client does not wish to continue certification to the scheme.

- If the product, process or service is no longer offered

- If the client ceases trading for whatever reason.

Corrective Actions When International Certification Authority (ICA) receives a report of certificate misuse the report shall be investigated. If misuse is substantiated, the cost of the investigation shall be paid by the certificate holder. International Certification Authority (ICA) will determine the scope of misuse and the type of corrective action to be undertaken.

Complaints Handling Process Should the client have cause to complain regarding the conduct of International Certification Authority (ICA)'s staff, the complaint should be made in writing and addressed to the relevant Scheme Manager of International Certification Authority (ICA). Should the complaint be made against the Scheme Manager, the letter of complaint should be addressed to International Certification Authority (ICA) responsible board director.

Appeals Procedure The client has the right to appeal against any notification given regarding the suspension, reduction in scope or withdrawal of certification by International Certification Authority (ICA). Notification of an client's intention to appeal must be made in writing, and must be received by the relevant Scheme Manager of International Certification Authority (ICA) within fourteen days of receipt of notification of failure to comply with the certification requirements. International Certification Authority (ICA) shall make the suspended status of the certification publicly accessible. The client has the right to object to involvement of particular members of the International Certification Authority (ICA)'s management in the appeals procedure if evidence can be provided that their impartiality is compromised. The appellants also have the right to present their case in person at their own expense. The decision of the Supervisory Board shall be final and binding on both the client and International Certification

Authority (ICA). Once the Supervisory Board has made a decision regarding an appeal, no counter claim by either party in dispute can be made to amend or change this decision. Decisions on appeals will be made within 4 months of receipt of the appeal. In instances where the appeal has been successful and the award made or reinstated, reimbursement of costs of appeals will only be made at the discretion of the top management. Submission investigation and decisions on appeals shall not result in any discriminatory actions against the appellant.

Fees International Certification Authority (ICA) shall be entitled to charge fees at a level to be determined from time to time having regard to its operating costs relating to the services, administration and long term development of the services. Commercial arrangements are detailed in service contracts or other agreements between International Certification Authority (ICA) and the clients.

Notice of Changes All clients are required to inform International Certification Authority (ICA) without delay of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. The matters include changes relating to:

- The legal, commercial, organizational or ownership, including key managerial, decision-making or technical staff.
- Contact address and sites
- Size and Scope of business under the certified management system
- Major changes to the management system and processes

International Certification Authority (ICA)'s auditors must also be notified of all changes made to the management system since the previous visit. International Certification Authority (ICA) shall give its certificated clients due notice of any changes to its requirements for certification.

Disputes Any disputes subject to legal proceedings will be settled in accordance with Local Law.

Limits of Liability Whilst the International Certification Authority (ICA) has Insurance cover to ensure the liabilities, in the event of a failure of service are covered, the cover of liabilities are based on the following Terms and Conditions accepted by International Certification Authority (ICA) (which covers any International Certification Authority (ICA) brand, as stated within the services offered on this website and restricted to those services listed and offices stated within the said website) Customer and Client. Further the acceptance of the limits of liabilities are implied by the statements made within this website, including the Disclaimer, Rules and Regulations, Use of Marks and any Contractual terms and conditions. The Professional Indemnity Insurance Cover varies from service to service, and the International Certification Authority (ICA) limits its liability based on certain principles being honored by our Customers and clients, dependent on the service contracted, such that:

-Any International Certification Authority (ICA) Auditor, Inspector, Evaluator (whether permanently employed, or acting as a sub-contractor) to a Customer, or Client premises, or customers to the International Certification Authority (ICA) Customer, or supplier, hold the appropriate Insurance to cover the said International Certification Authority (ICA) Auditor, Inspector, or evaluator.

-If transportation is required to and from a Customer, Client, or customer, or supplier to the URS Holdings Customer and such transport is taken by the International Certification Authority (ICA) Auditor, Inspector or Evaluator (whether permanently employed, or acting as a sub-contractor), then appropriate insurance cover shall be held by the Customer, Client, customer to the

International Certification Authority (ICA) Customer, or supplier.

-Where Auditors, Inspectors, Evaluators visit a client, or a customer, or supplier of a client to perform their duties, the customer must provide the relevant Personal Protection Equipment (PPE) and provide adequate training, instruction prior to work commencing. Further the Customer must NOT allow the Auditor, Inspector, Evaluator to handle equipment without express supervision and instruction.

System Certification Findings that must be corrected against the standard that is being audited, the International Certification Authority (ICA) will not be liable for the determination of the said corrective action and implementation. The decision as to what is required to correct a finding is solely within the remit of the Customer or Client.

Persons Certification As item (4) above, but in some cases, in particular for the FLAME scheme, recommendations will be given to correct the finding. It is incumbent on the customer to review such recommendations and should the customer have concerns with the stated recommendation, the customer is invited to contact International Certification Authority (ICA) Head Office for a view prior to any such implementation.

Inspection As item (5) above, but additionally, there may be specific requirements stated within the contract. The Client of the International Certification Authority (ICA) is reminded that should such cover be of importance for the delivery of services to them, with regard to the limits of Liability, then enquiries to Head Office are welcome to satisfy themselves cover is adequate.