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## 1. TASKS OF THE CERTIFICATION BODY AND THE CLIENT

### 1.1. Tasks of the certification body

- The TÜV NORD CERT Certification Body (hereinafter referred to as “certification body”) undertakes to treat confidentially all the information regarding the client's company to which it has been granted access in accordance with the agreed confidentiality rules and to use this information solely for the agreed purpose. Documents and information made available shall not be forwarded to third parties. Provision of documents for accreditation bodies within the framework of monitoring and surveillance of the certification body, and also detailed reporting and rendering of information to the accreditation body in cases of conflict are excluded from this obligation.

The certification body implements certification and surveillance according to the rules of TÜV NORD CERT. The requirements of the standard or quality standard referred to in the offer, and those of the national legislation on which the accreditation / designation of the certification body / notified body is based, form the basis of the certification. The certification body shall perform the certification and surveillance based on the respective procedure and the regulations/standards and shall issue a certificate if the result is positive.

- The certification body keeps and publishes a list of the certified companies, also stating the scope of the certification on request.
- Complaints of third parties about the effectiveness of the client's DIN ISO 29993, who have been certified by the certification body are recorded in writing, checked and then dealt with.
- The certification body records complaints and claims of the client with regard to the certification procedure in writing, checks the facts of the case and investigates the complaints / claims. If no agreement is reached between the client and the certification body, the complaints / objection procedure published on the Internet of TÜV NORD CERT ([www.tuev-nord-cert.com](http://www.tuev-nord-cert.com)) is used.

### 1.2. Tasks of the client

- At least four weeks before performance of the on-site audit (certification, surveillance or recertification audit) the client provides the necessary documents to the audit team leader.
  - The client is obliged to provide objective evidence to the audit team for initial and recertification audits or extension audits: Extract from a professional or commercial register (or comparable evidence), if applicable),
  - Extract from a professional or commercial register (or comparable evidence), if applicable),
  - Curriculum of courses / further and continuing education (according to the sample)
  - Process Description Evaluation / Monitoring of the Learning Service
- The client is obliged to provide at least the following objective evidence to the audit team during surveillance audits:
  - Extract from a professional or commercial register (or comparable evidence), if applicable),
  - Curriculum der Seminare / Kurse / Fort- und Weiterbildungen (entsprechend der Stichprobe)
- During the 3-year certification cycle, the awarding body conducts an annual review of the curricula and the learning and assessment materials.

- The client shall grant the audit team access to the organisational units and inspection of records relevant to the implementation of ISO 29993.
- He names a contact person from the company management who is responsible for the execution of the audit.
- The client is obliged to inform the certification body immediately in writing of all important changes which occur after issue of certificates or extensions or additions to certificates (this affects for example changes regarding to the legal and organisational form of the company, the economic or ownership situation of the company, the organisation and the management [such as key members of staff in management positions, decisionmakers or specialist or high-level technical personnel etc.], the contact address and the sites, of courses/ further and advanced training within the scope of ISO 29993, as well as significant changes in processes).
- The client is responsible for ensuring that the conformity mark used corresponds to the scope of the certificate.
- The client has the obligation to inform the certification body immediately of any serious incidents (e.g. recalls, accidents at work, hazardous incidents, process upsets). From its side, the certification body will take corresponding steps to assess the situation and its impact on the certification and will undertake corresponding actions.
- The client is obliged to record all complaints and their remedies regarding ISO 29993 and its effectiveness and to document them to the auditor in the audit.
- The client must carry out a root cause analysis for each non-conformity (NC) and determine appropriate corrective actions. The root cause analysis, corrective actions with action plan and, if applicable, objective evidence of corrections or corrective actions carried out shall be submitted electronically to the designated audit manager by the specified date (no later than six weeks after the last day of the audit). The audit manager evaluates these documents and informs the organisation of the result.
- The client must implement the corrective actions in accordance with the approved action plan and convince himself of the effectiveness of the implemented actions after completion.
- In the case of significant non-conformities (NC A), the audit manager must verify the complete and effective implementation of the action plan by the specified date (no later than three months after the last day of the audit). Depending on the type and extent of the identified non-conformity, this can be carried out in a post-audit on site or in an assessment of submitted documents (objective evidence), as determined by the audit manager.
- In the case of minor non-conformities (NC B), it can be agreed that verification of the effective implementation of the action plan will take place in the next scheduled audit.
- In order to avoid situations of conflict between the certification body and a possible advisory or consultancy organisation, the client shall inform the certification body of advisory or consultancy services that have been used in the area of LSP before or after conclusion of the contract. This also includes organisations, which have carried out “in-house training” or internal ISO 29993 audits.
- Within the framework of maintenance of the accreditation, notification, appointment, approval etc. the client declares that he agrees to assessors from accreditation organisations to attend audits possibly

taking place within his organisation, e.g. for a witness audit (participation of the accreditation body in a (re-)certification/surveillance audit) and that the accreditation organisation may have access to and view the files.

- The client has the right to decline auditors nominated by the certification body. Reasons for decline relate in particular to a possible threat to impartiality. If no agreement can be reached following 3 proposals, the contract may be dissolved by the certification body.
- It can be necessary to perform additionally short-notice or unannounced audits, e.g. in order to investigate complaints, as a consequence of changes or as follow-up for suspended certificates. In such cases:
  - the certification body specifies the conditions under which these short-notice audit visits are to take place,
  - it is not possible to object to members of the audit team for short-notice audits.
  - Costs resulting from the additional audit will be charged to the client.

#### **Change of certification body during the term of the certificate (transfer of accredited certifications)**

- In case of transfer of certification, the client is obliged to make available to TÜV NORD CERT, the accepting certification body, all required documents (certificate(s) of the previous certification body; audit reports of the initial certification or of the last recertification and of the last surveillance audits; status of any open nonconformities). TÜV NORD CERT shall not carry out the transfer of certification until the review of the transfer of certification, the Pre-Transfer Review, has been positively completed. The transfer of a certification is only possible if the certificate of the client is valid for at least another 3 months. As soon as TÜV NORD CERT has issued the transferred certificate, TÜV NORD CERT informs the issuing certification body about the transfer of the certification.

### **1.3. Arrangements regarding occupational health and safety**

#### **1.3.1. Arrangements to be undertaken by the client**

- In due time before performance of the contractual services, the client shall provide information regarding risks, hazards and stress, which could originate from the working environment in the client's factory or at the client's premises. This information shall include information regarding hazardous substances in test pieces. The client shall provide information concerning whether and if appropriate, to what extent, risk and hazard assessments are required for the activities that have been ordered. Legal requirements apply.
- The client shall have sufficient arrangements in place for first aid, alarm and rescue, and shall name contacts and responsibilities in this regard.
- The client shall ensure that employees of the certification body only perform work when accompanied by an employee of the client.
- The client shall provide the employees of the certification body with instruction on the basis of risk and hazard assessment(s) and work and operating instructions. The instruction shall include communication of emergency telephone numbers and assembly points in case of danger as well as a description of the functioning and safety of any equipment to be used under such circumstances.

- The client shall supply any necessary personal protective equipment which may be necessary and which is not provided by the certification body (helmet, safety boots or shoes, ear and eye protection – e.g. ear defenders, safety spectacles/goggles) free of charge.

### **1.3.2. Certification Body**

The employees of the certification body may only undertake work if the circumstances and the working environment are safe. The employee is entitled to refuse to perform the work in the presence of unacceptable hazards / risks / stresses.

## **2. VALIDITY AND RIGHTS OF USE OF THE TEST MARK AND THE CERTIFICATE**

- The validity of the certificate begins with the date when the certificate is issued and ends as mentioned on the certificate. The term of the certificate depends on the particular standard on which the audit is based, but may not exceed a maximum of 3 years. This assumes that, based on the date of the certification audit, regular surveillance audits are performed in the company according to the specific accreditation rules or certification standards (e.g. yearly, half-yearly) with a positive result. A surveillance audit at short notice may also become necessary in certain justified cases. It is within the discretion of the certification body to decide on the necessity for such an audit.
- The scope of the certification is listed in German or in English language. A translation into other languages is provided in good faith. In case of doubt or objection, only the German or the English version of the certificate is binding.
- Approval for use of the test mark only applies for the area of the client's company which has been certified. Use of the test mark for activities which lie outside the scope of the certification is not permitted.
- The test mark may only be used in the form that is provided by the certification body. The mark must be easy to read and clearly visible. The client is not authorised to make changes to the certificate and/or the test mark. The certificate and the test mark may not be used in a misleading manner for advertising purposes.
- The test mark may only be used by the client and only in immediate association with the company name or the company logo of the client. It may not be used on products or product packaging, nor be used in relation to products and/or procedures of the client, that could be interpreted as confirming product conformity.
- It is not permitted to make use of the test mark on laboratory test reports, calibration certificates or inspection reports or certificates for persons, as these documents are classified as products in this connection.
- The client must ensure that the test mark and the certificate are only used in advertising in such a way that a statement regarding the certified area of the client, which corresponds to the certification, is made. The client also has to make sure that, within the framework of competition, the impression is not created that certification by the certification body is equivalent to a governmental or official inspection.
- If a claim is made against the certification body according to the principles of product liability based on use of the test mark and/or certificate by the client which infringes the conditions of the contract, the

client has the duty to hold the certification body harmless and to release the certification body with regard to all claims of third parties. The same applies for all cases in which a claim is made against the certification body by a third party based on advertising claims or other behaviour on the part of the client.

- The client receives the non-transferable, non-exclusive right, time-limited to the contractual term, to make use of the test mark and the certificate in accordance with the conditions stated above.
- Use of the test mark and the certificate is limited to the client and may not be transferred to third parties or legal successors without the express permission of the certification body. If the client wishes to transfer the right of use of the test mark and the certificate, a corresponding application has to be submitted. A new audit must be performed if necessary.
- The test mark to be used in the individual case depends on the certificate that is issued.

### **3. ENDING OF RIGHTS OF USE**

#### **3.1. Client**

The right of the client to use the test mark and to claim ownership of the certificate ends automatically with immediate effect without the need for an express statement of termination, if among others

- the client does not immediately report changes in his operations which are of significance as regards the certification, or indications that such changes may occur, to the certification body,
- the test mark and/or the certificate are used in a such a way as to infringe the provisions of Item 2,
- the results of the surveillance audits no longer justify maintenance of the certificate,
- insolvency proceedings are opened with regard to the assets of the client or an application for opening of such proceedings directed against the client is refused on the grounds that insufficient assets are available,
- surveillance audits cannot be performed within the specified periods for reasons which fall under the responsibility of the client,
- actions for correction of nonconformities have not been carried out within the specified periods allowed or the results of such actions are not satisfactory or
- disputes arise in relation to the test mark in connection with competition law or intellectual property rights.

The certification body is entitled to suspend or terminate a certificate, and thereby the entitlement to use the test mark, if the certification body subsequently becomes aware of new information pertaining to the assessment of the certification procedure or its result.

The certification body reserves the right to make final decisions in relation to the certification, issue, refusal or maintenance of the certification, extension or restriction/limitation of the scope of the certification, renewal, suspension or reinstatement following suspension, or withdrawal of the certification.

In addition, the certification body and the client have the right to terminate the contractual relationship with immediate effect, if use of the test mark is prohibited to the client in a manner which is legally binding. The same applies for the certificate.

**3.2. Certification Body**

The certification body has the right to instigate a decertification procedure in the presence of the reasons given in 3.1 following proper and expert analysis, and to suspend, withdraw or declare the certificate to be invalid. If, by at the latest 6 months following a suspension, the client is able to prove that a situation corresponding to the requirements for certification again exists, the certification can be reinstated. Any costs associated with this shall be the responsibility of the client.

**3.3. End of Right of Use**

Upon termination of the right of use, the client is obliged to immediately collect and destroy all certificates (originals, copies, pdf documents) and to cease advertising with the certificates.

**3.4. Extension of existing Certificates**

The General Conditions for the Certification of Management Systems apply correspondingly for extensions or additions to certificates.