

007

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## 1. RESPONSIBILITIES OF THE CERTIFICATION BODY AND THE CUSTOMER

### 1.1. Responsibilities of the certification body

- The certification body of TÜV NORD CERT (hereinafter: “certification body”) undertakes to treat all information made available to it as confidential and to use it solely for the agreed purpose. Documents and information made available will not be disclosed to third parties. This does not apply to the provision of documents to accreditation bodies as part of the supervision of the certification body, or to detailed reporting to the arbitration body in the event of disputes.
- The Certification Body carries out the certification, surveillance and recertification of persons on the basis of the provisions set out in the TÜV NORD CERT quality management system. Certification is based on the requirements of the standards and specifications set out in the certification programme, as well as the quality standards and the national legislation underlying the accreditation or designation of the Certification Body or Notified Body. If the outcome is positive, the certification body issues a certificate and, where applicable (depending on the standard), a mark of conformity (see Section 2).
- The certification body verifies all information and objective evidence.
- The certification body maintains a register of certified persons. These persons can be publicly verified by providing their certificate number and name or date of birth. The scope and validity of each certificate are specified.
- Complaints from third parties regarding the validity of the certified qualifications of persons certified by the certification body are recorded in writing, investigated and resolved.
- The certification body records in writing any complaints or appeals from the customer regarding the certification procedure, examines the facts of the case and investigates the complaints or appeals. If no agreement is reached between the customer and the certification body, the complaints and appeals procedure published on the TÜV NORD CERT website ([www.tuev-nord-cert.de](http://www.tuev-nord-cert.de)) shall apply.
- Updated certificates issued as part of the recertification process will be issued no earlier than 3 months before the expiry of the current certification.
- The application for recertification and all necessary supporting documents must be received in full by the certification body no later than 12 months after the expiry of the certification. The date of receipt shall apply. This does not extend the validity of the certificate.
- The validity of certificates following recertification commences on the expiry date of the previous certification, regardless of when the certification decision is made.

### 1.2. Responsibilities of the customer

- The customer shall provide the certification body with all necessary documents in good time, no later than 4 weeks before the deadline for a certification decision.
- The customer is obliged to provide objective evidence to support all information and, where necessary, to submit further evidence upon request.
- Once the certificates have been issued, the customer is obliged to notify the certification body immediately in writing of any significant changes, in particular changes to contact details (address, telephone number, email) and changes of name.

- The customer is obliged to bring to the attention of the certification body any complaints made against them within the scope of certification
- The customer is obliged to notify the certification body of any interruption to activities within the scope of certification lasting longer than two years.
- As part of maintaining accreditation, the customer agrees to the participation of assessors from the accreditation body in audits, e.g. for witness audits.

### **1.3. Change of certification body, transfer of personal certifications**

In the event of the transfer of a certification, the customer is obliged to provide the certification body with all required documentation (certificates from the previous certification body, requirements for initial certification or recertification). The certification body may only take over certifications once the assessment has been successfully completed. No notification will be sent to the previous personal certification body. The takeover may take place as part of a recertification process and must be completed before the previous certification expires.

## **2. VALIDITY AND RIGHT OF USE OF THE CERTIFICATE AND THE MARK OF CONFORMITY**

The following provisions apply equally to certificates and certification marks. In some cases, marks of conformity are not issued; in such cases, the following provisions apply only to certificates.

- The validity of the certificate begins on the date of issue and ends as stated on the certificate. The duration depends on the certification programme on which the certification of person is based; it must not exceed a maximum of 5 years. As a rule, no surveillance takes place within this period.
- The scope of the certification is set out in the German or English certification text. Translations into other languages are provided to the best of our knowledge. In case of doubt or discrepancies, the German or English version of the certificate shall be solely authoritative.
- The specific mark of conformity to be used depends on the certificate issued.
- Authorisation to use the mark of conformity applies exclusively to the customer's certified area of activity. Use of the mark of conformity for activities falling outside the scope of the certification is not permitted.
- The mark of conformity may only be used in the form provided by the certification body. The mark must be easily legible and clearly visible. The customer is not authorised to make any changes to the certificate or the mark of conformity. The certificate and the mark of conformity must not be used in a misleading manner, e.g. for advertising purposes.
- The mark of conformity may only be used by the customer and only in direct association with the name of the certified person.
- It is not permitted to use the mark of conformity on examination documents (e.g. examination reports, assessment forms, results records), individual performance records or partial assessments, or any other documents that do not constitute the actual certificate. The impression must not be given that individual examination performances, results or activities are accredited or certified.

- The customer is responsible for ensuring that the mark of conformity and the certificate are used in the competition only in such a way that a statement consistent with the certification is made.
- The customer must ensure that, in the context of the competition, no impression is given that the certification of individuals by the certification body constituted an official inspection.
- Should the certification body face claims under the principles of product liability as a result of the customer's use of the mark of conformity and/or certificate in breach of the contract, the customer is obliged to indemnify the certification body against all claims by third parties. The same applies to cases in which the certification body is held liable by third parties as a result of the customer's advertising claims or other conduct.
- The customer is granted the non-transferable, non-exclusive right, limited to the term of the contract, to use the mark of conformity and the certificate in accordance with the foregoing. In the event of suspension or withdrawal of the certificate, neither the certificate nor the mark of conformity may be used from the date of suspension or withdrawal (irrespective of the term of the contract).
- Use of the mark of conformity and the certificate is restricted to the certified person. Transfer is not permitted.
- To ensure seamless continuity of certification, recertification should be carried out 3 months before the expiry date of the current certificate. The certification body will inform the certificate holder of this in good time.

### **3. TERMINATION OF THE RIGHT OF USE**

The following provisions apply equally to certificates and marks of conformity. In some cases, marks of conformity are not issued; in such cases, the following provisions apply only to certificates.

#### **3.1. Termination of the right to use certificates and marks of conformity**

The customer's right to use the mark of conformity and to display the certificate shall automatically terminate with immediate effect, without the need for notice of termination, if, amongst other things,

- the mark of conformity and/or the certificate is used in a manner that contravenes Clause 2,
- disputes arise concerning the mark under competition law or intellectual property law.

#### **3.2. Certification Body**

The certification body is entitled to suspend or terminate a certificate and, consequently, the authorisation to use the mark of conformity, should the certification body subsequently become aware of relevant new information affecting the assessment of the certification process or the outcome of the certification process. The certification body reserves the right to decide on matters relating to certification, including the granting, refusal, maintenance of certification, extension or restriction of the scope of certification, renewal, suspension or reinstatement following a suspension, or withdrawal. The certification body has the right to suspend, withdraw or declare the certificate invalid. If, no later than 6 months after a suspension, the certified party can demonstrate that compliance with the requirements has been restored, the certification may be reinstated. Any additional costs incurred in this process shall be borne by the customer.

### **3.3. Customer**

Upon termination of the right of use, the customer is obliged to cease advertising using certificates and mark of conformity.

## **4. SCOPE**

The General Terms and Conditions for the Certification of Persons apply to certifications issued by TÜV NORD CERT, irrespective of any accreditation for individual subject areas.