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## CERTIFICATION GENERAL TERMS AND CONDITIONS

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**Bureau of Assessment Services (BAS)** is an accredited Certification Body for providing management system certification services. Certification services are provided based on the principles of Impartiality, Competence, Responsibility, Openness, confidentiality and responsive to complaints. All Management System Certification services are delivered within a frame of conditions applicable for initial review of inquiry to the issue of Certificate of registration and post-certification activities as applicable. Compliance with conditions of certification shall be mandatory upon the client's signing of the certification agreement. BAS reserves the right to make any changes in conditions of certification. However, such changes shall be communicated to clients listed in certification directory.

### 1. DEFINITIONS

- a) **BAS:** Bureau of Assessment Services (BAS) is an independent third party certification body providing Management System certification services.
- b) **Client:** An applicant organization applying to BAS by providing client information for certification and subsequent signing of the certification agreement for Management System Certification services.
- c) **Certificate of registration:** Document issued to the client after the satisfactory assessment of client's Management System meeting the requirement of the contractual standard.

The Certificate of registration demonstrates the effective implementation of the Management System and confidence in the product and services provided as defined in the scope of certification. Clients have the right to use the certification and accreditation body logo as per the instructions provided along with a certificate of registration. Certificate number identifies the certificate of registration specific to each client and is not transferable. Certificate of registration is valid for minimum one year and maximum three years from the date of certification as specified in the Certificate.

Certificate of registration issued to a client is a demonstration of their capability to develop and effectively implement a management system meeting the contractual requirements for a specific scope of the product category. Certificate of registration is not a product certification.

### 2. CONFIDENTIALITY AND IMPARTIALITY (ISO/IEC 17021-1, Cl. # 4.2, 4.6, 5.2 & 8.4)

All personnel associated with service delivery process of BAS including members of various committees, associates / sub-contractors and external organizations including accreditation body shall keep all information pertaining to business / process / activities obtained during the service delivery process as confidential; Communication of confidential information to any other person or organization including accreditation body shall be with specific approval of client and as per any local regulation, if applicable. If the local laws as legal requirements permit disclosing of confidential information, BAS may communicate such information for a specific purpose with prior permission from the client BAS maintains impartiality in all phases of certification service delivery process. Impartiality of services is ensured through a committee to safeguard impartiality.

### 3. CERTIFICATION AGREEMENT (ISO/IEC 17021-1, CL. # 5.1.2)

BAS shall provide certification services to clients who have signed certification agreement BAS MSC P12 – F06 and agreed to abide by terms and conditions for certification provided in the agreement. Certification agreement is a legally enforceable agreement binding on both BAS and the client. Certification agreement shall be signed by the client after reviewing of the proposal for certification and understanding the conditions for certification. The certification agreement is valid for an initial period of three years (3 years) subject to satisfactory completion of periodic surveillance and renewed subsequently for every three years (3 years) upon signing recertification contract/Agreement. In the case of non-compliance to any of the requirement(s) of certification agreement, BAS reserve the right to initiate actions for withdrawal, suspension, publication of transgression or other appropriate actions including legal action. However, BAS shall provide notification with adequate justification for initiating any such action(s).

### 4. CERTIFICATION REQUIREMENTS: (ISO/IEC 17021-1, CL. # 8.5.1)

Client organization shall:

- a) Identify a responsible function and assign responsibility and authority for:
  - Effective implementation of management systems
  - Communications and coordination with BAS.
- b) Maintain a documented Management System in accordance with the applicable contractual standard and demonstrate effective implementation for a minimum period of three months prior to initial certification assessment.
- c) Comply with all applicable legal requirements as any breach or contravention will be recognized as non-conformity during assessment and may have an impact on certification recommendation.
- d) Conduct a minimum of one cycle of internal audit and one management review covering the specific management system developed and implemented for certification prior to initial certification assessment.
- e) BAS nominated audit team members shall be provided access to all processes, production areas, personnel, applicable documents, records, organization structure, policy, and procedures. BAS audit team may also comprise technical experts, auditors in training, audit observers, accreditation body representatives and other relevant authorities as applicable. BAS shall communicate to the client on the participation of BAS audit observers and accreditation body observers in the audit team. BAS audit observers and technical experts shall accompany any one of BAS audit team members but shall not be auditing independently. Accreditation body audit observers shall observe the auditing process of BAS but shall not be auditing the client management system independently.
- f) Accreditation Body will accompany BAS audit team during any planned management system audits to carryout witnessing of BAS audit process as per the accreditation requirements. Client shall co-operate and provide access to accreditation body auditors for witnessing.



- g) Provide facilities needed by the audit team.
  - h) Arrange guides to audit team with responsibilities to take the auditors to different functions, introduce the auditors to the auditee and resolve any communication issues during the audit. Guides will not participate in the audit.
  - i) Ensure that consultants involved in the development of their management system do not participate in the audit.

## 5. RESPONSIBILITIES AND RIGHTS (ISO/IEC 17021-1, CL. # 4.4 & 5.1.3)

### 5.1 Client, shall

- 1) Review and understand the purpose of conditions for certification.
- 2) Maintain records of certification documents issued by BAS always and accessible to responsible functions and interested parties as and when requested including accreditation body.
- 3) Respond to BAS requests and correspondences within a reasonable period as requested.
- 4) Cooperate with BAS for conducting Initial Certification assessment, surveillance audits, and recertification audits at agreed frequencies without undue delay.
- 5) Provide corrective actions for the identified non-conformances identified during Initial Certification assessment, surveillance audits, and recertification audits within 30 days of last day of the audit.
- 6) Coordinate for conducting 1 initial certification audit and subsequent surveillance audits as per agreed on terms and conditions.
- 7) Coordinate for recertification audit at least one month prior to the expiry of the Certificate of registration and propose corrective action(s) for any non-conformance prior to the expiry of the Certificate of registration.
- 8) Develop and effectively implement a documented system for adequacy to the contractual standard always.
- 9) Appoint a responsible function and assign responsibility and authority for effective implementation and monitor the management systems through internal audits and management review at planned frequencies.
- 10) Provide information on the organization structure, man power, statutory and legal requirements and customer complaints.
- 11) Do not promote the certification status during suspension period of management system certification.
- 12) In the case of withdrawal of certificate due to any reason, the client shall return the original certificate to BAS and discontinue use of the logo on all advertising material.
- 13) Communicate with BAS as and when required during the certification validity period for the following information:
  - i. Any major organizational changes,
  - ii. Addition of new products and change in business processes with impact on the scope of certification,
  - iii. Changes relating to legal, commercial, ownership,
  - iv. Major changes to organization structure and management personnel,
  - v. Change in contact address and communication details.
  - vi. Addition or deletion of the number of branches, location, and contacts which have impact on the scope of certification sites and size of the organization.
  - vii. confidentiality of specific information, if required,
  - viii. Any ongoing legal issues pertaining to the product, environmental or safety issues and their status including any impact on business activities.
  - ix. Any disturbance with in the client's operating country/ location with impact on audit schedule.
  - x. Any other Auditing language other than English which needs to be followed.
- 14) Provide necessary working place, communication facilities, and guides during assessments.
- 15) Provide access to all records of customer complaints and corrective action taken as per the requirement of implemented management System.
- 16) Comply with requirements of certification agreement including referred documents. Cooperate with BAS in the case of any legal actions initiated arising out of non-compliance with certification agreement.
- 17) Inform BAS audit team on safety, emergency, and security requirements to be observed within the plant areas.
- 18) **Multi-site certification** (ISO/IEC 17021-1, Cl. # 9.1.5)
  - i. All sites shall have a legal or contractual link with the identified central office of the organization.
  - ii. All sites shall be implementing a common management system, which is laid down, established, and subject to continuous surveillance and an internal audit by the identified central office.
  - iii. The audit process will not be completed or delayed if any of the provisions for multi-site certifications are not met.
  - iv. In the case of non-conformities are identified at central authority or any of audited sites during certification process or during an internal audit, the requirement of the client organization to review the non-conformities for their impact on overall system deficiencies as applicable to other sites.
  - v. If the non-conformities identified are analyzed as detailed above, corrective action should be performed and verified at identified central authority and individual affected sites. If the analysis not done to evaluate the impact on overall system deficiencies as applicable to other sites, the justification for limiting the follow-up corrective action shall be informed to BAS.
  - vi. BAS reserve the right to increase the sample size to establish confidence in the certification.
  - vii. Exclusion of any site during the audit or after the audit to overcome any findings of the audit is not acceptable.
  - viii. Any required exclusion can be agreed prior to the audit by BAS.
  - ix. Understand that BAS will not issue Certificate of registration in case of non-conformance issued at any site unless resolved as per the BAS certification and specific standard and or accreditation requirements.
  - x. Understand that sites with non-conformances will not be allowed to be withdrawn from the scope of certification after completion of the initial assessment.



- x. Cooperate with BAS to assess additional sites irrespective of the proposal for certification to gain confidence in the implementation across all the sites, in the case of non-conformances issued at any of the sites and subsequent corrective action as detailed above.
  - xii. Cooperate with BAS to increase the frequency of samples or increase the sample size to re-establish satisfactory controls by BAS and at additional cost.
  - xiii. Inform BAS of the closure of any branches covered by the scope of certification. Failure of the client to communicate such information to BAS shall be considered as misuse of certification.
  - xiv. Management process like Internal Audit, Management Review, and data analysis shall cover all the sites which are identified for multi-site Certification.
- 19) Client shall provide information on health, safety, and environmental requirements to be followed by BAS audit team during the assessment.
  - 20) Inform BAS audit team on confidential nature of any document.
  - 21) Provide information on the applicable statutory and regulatory requirements for the scope of certification.
  - 22) Comply with certification requirements as communicated by BAS including changes, statutory and regulatory requirements always.
  - 23) Cooperate for short notice audits for:
    - i. Investigation of any complaint received from the interested parties,
    - ii. Response to any changes,
    - iii. Follow up on suspended certificate of registration.
    - iv. Agree for any additional visit at cost, which may be necessitated, from such short notice audits for investigation, which is outside the scope of the proposal for certification.
  - 24) Agree for follow-up audit, if recommended by Lead Auditor during any of the assessment and / or requirement of the BAS Certification Decision Committee.
  - 25) Ensure proper use of certificate of registration, certification mark, and accreditation mark when referring in communication media as per the BAS instructions.
  - 26) Inform BAS for any change of audit team members/technical experts in advance with a cause like a conflict of interest.
  - 27) Coordinate for planning and conducting surveillance audit and recertification audits at agreed frequency as per the certification agreement to ensure continued validity of the certificate of registration.
  - 28) Provide corrective action(s) for the non-compliances recorded during any assessments.
  - 29) Ensure use Certificate of registration in a planned and controlled manner which will not bring BAS and Accreditation body to disrepute and loose trust of interested parties.
  - 30) Change relevant documents within an agreed timeframe, in the case of changes to conditions for certification, as and when communicated by BAS.
  - 31) Understand the certification process as detailed in 6.0 of conditions for certification.
  - 32) Maintain confidentiality of proceedings of the assessments.

## **5.2 Bureau of Assessment Services, shall**

1. Provide impartial certification services to clients with in the configuration of the accredited scope.
2. Maintain confidentiality of the information obtained during the certification service delivery.
3. Communicate requirement for certification to the client.
4. Description of initial certification including the application, certificate maintenance, and process for granting, maintaining, extending, reducing, suspending, withdrawing and renewal of certification.
5. Communicate the professional service charges for certification services for 3 years' period.
6. Certification of multi-site clients shall be done as per the requirements of IAF Mandatory Document IAF MD1.
7. Information on the procedure for handling complaints and appeals.
8. Communicate changes to certification criteria to clients for implementation with in an agreed period considering the views of interested parties.
9. Provide adequate notice for surveillance and recertification audits.
10. Provide all opportunities to the client to explain their stand point for any identified non-compliance.
11. Responsible and retain authority for decisions relating to certification, including granting, maintaining, renewing, extending scope, reducing scope, suspending, and withdrawing of certification.
12. Responsive to complaints from interested parties.
13. Ensure availability of publicly accessible information pertaining to the certification process, a list of certified clients and their status of certification.
14. **Multi-site clients** (ISO/IEC 17021-1, Cl. # 9.1.5)
  - i. Communicate the criteria for multi-site application and Decision on the eligibility of a client with multiple sites for sample audit as per IAF and accreditation body guidelines.
  - ii. Select appropriate sample size to gain confidence on the implementation of centrally controlled management systems in all branches prior to a decision on certification.
  - iii. Provide an opportunity to the client to withdraw branches which are not ready for certification from the scope of certification prior to initial assessment.
  - iv. Increase the frequency of samples or increase the sample size to re-establish satisfactory controls across the sites.

## **6. CERTIFICATION PROCESS**

### **6.1 Pre-Audit Activities**

- i. **Application** (ISO/IEC17021-1, Cl.#9.1.1)



Information about the applicant organization is gathered through client information for certification. Details such as the type of organization, the scope of certification, man power, statutory & regulatory requirements, applicability and or exclusions, processes & product information and infrastructure details are critical inputs for the certification process.

ii. **Application Review** (ISO/IEC17021-1, Cl.#9.1.2)

The submitted CIC is reviewed to ensure the adequacy of the information for submitting the proposal and subsequent provision of certification services. The ability and competence to perform the certification is decided by BAS considering its accreditation scope. BAS shall submit the proposal for certification services for initial assessment and surveillance audits for the 3 years' period along with certification agreement and conditions for certification.

iii. **Proposal & Agreement**

The commercial proposal is submitted to the client providing information on several audit Mandays required for each stage of the audit process and professional charges associated. Upon acceptance of terms and condition stated in the proposal and client acceptance to condition for certification, a certification agreement is signed between BAS& Client. The agreement is signed in two originals. One is retained by client and other with BAS.

Subject to approval by the client, BAS may offer services for an unaccredited certificate. BAS may plan to transfer such certificate to accredited certificate subject to approval by accreditation body with in a period.

**6.2 Initial Certification Audit** (ISO/IEC 17021-1, Cl. # 9.3.1)

1. Initial Certification Audit is conducted to evaluate the implemented management system and decide on the maturity of the system and issue certificate of registration. Initial assessment is conducted in two stages (stage 1 and stage 2) as per the requirement of ISO 17021 Audit team leader and audit team of BAS is responsible to for the audit and control of the audit execution as per audit plan.

i. **Stage I Audit:** Conducted to assess the management system planning, validate the information provided in the client information for certification, required coordination and planning for Stage II assessment. It is recommended that part of stage 1 or complete stage 1 audit is carried out at the client's premises.

ii. **Stage II Audit:** Verify compliance of the management systems to the planned arrangements and decide on the recommendation for certification based on assessment output.

2. Upon signing of the certification agreement, the client shall coordinate the date for stage I audit. BAS shall inform the client of the stage I audit schedule. Stage 1 is conducted to evaluate site-specific conditions, focus on Management System planning and planning for stage II audit, document review to evaluate the adequacy of the document to the applicable standard, allocation of resources for stage II audit, understand the scope/clause applicability and or exclusions/ Applicable statutory requirements/product. Standards/processes/evaluate client's understanding of the applicable standard/aspect-impact study for EMS and /hazard-risk analysis for OHSAS, risk analysis and management in case of FSMS, HACCP & ISMS.

3. Assessment report shall be provided to the client along with audit observations, if any. The client is responsible for planning for adequate corrective actions for audit observations along with a revision to system documents if required. Client shall communicate the corrective actions to BAS prior to stage II assessment. Output of stage I assessment and nature of observations may have an impact on the stage II assessment schedule. Inadequate and ineffective corrective actions for stage I assessment may lead to major non-conformances in stage II assessment.

**6.3 Stage II audit** (ISO/IEC 17021-1, Cl. # 9.3.1.3)

Stage II audit is conducted to evaluate effective implementation of the Management System.

- i. Inform audit team nomination and audit program in advance.
- ii. Conduct opening meeting to explain audit methodology.
- iii. Verify effective implementation of the management System for adequacy to the scope of certification by examining personnel, policies, procedure, and records on sample basis against the contractual standard.
- iv. Stage II audit is conducted by using auditor notes or checklist. Check list is an internal document of BAS and is used to assist auditors during the audit.
- v. Record Non-conformance and classify as Major or Minor.
- vi. Conduct closing meeting to explain audit findings, recommendations, and revision to the scope of certifications if required.
- vii. Provide a copy of assessment report along with non-conformance report if any and recommendations including a schedule for surveillance / recertification audit.
- viii. Review the adequacy of surveillance frequency and/or man days based on the audit findings.
- ix. Review corrective actions provided by the client for all the non-conformance reports by follow-up audit or documentation verification.
- x. Audit team may terminate the audit prematurely if there is no evidence of implementation of planned management system and / or compliance with applicable legal requirements.

**6.4 Audit Report Review and Issue of Certificate of registration** (ISO/IEC 17021-1, Cl. # 9.4.8)



1. Review of audit reports shall be done by BAS certification decision committee. Impartiality shall be maintained during such reviews.
2. Resolutions of clarifications in the audit reports if any prior to approval of recommendations.
3. Issue Certificate of registration after approval by certification decision committee, which is valid for a period of 1-year minimum or 3 years' maximum from the date of certification decision. In case, where Certificate of registration is issued with 1-year validity, Certificate of registration shall be renewed for another ONE year after successful completion of surveillance audit on or before 12 of certified clients in website [www.bascertification.com](http://www.bascertification.com) and accreditation body web site, if applicable. Clients shall verify the BAS website for the reference of their organization on the web site and contact BAS for any clarification.
4. Certificate of registration is considered invalid under following conditions.
  - i. Client organization is not listed in BAS web site and / or in Accreditation Body web site, if applicable
  - ii. Certificate of registration is not having certificate number.
  - iii. Client shall verify the validity of the issued certificate with BAS Head Office at the address and or contact details are given in website: [www.bascertification.com](http://www.bascertification.com).
5. Client shall not accept Certificate of compliance from any other sources except BAS Head Office unless otherwise informed of an alternative arrangement for delivery of the certificate of registration.
6. BAS shall issue instructions (Use of Logo's) on the use of BAS certification marks and accreditation mark.

#### **6.5 Surveillance Audit (ISO/IEC 17021-1, Cl. # 9.6.2)**

- i. Conduct surveillance audit at agreed frequency to verify continued implementation of Management System as per the proposal. First surveillance audit shall be conducted within 12 months from the certification decision date of initial certification or recertification.
- ii. Except for surveillance<sup>1</sup> audit, all subsequent surveillance audits shall be completed within 3 months from due date. Failure of compliance will lead to suspension of the certificate which may be revoked if the audit is planned with in next 3 months.
- iii. Verify the effectiveness of continuous implementation of Management System and planned processes during each surveillance audit ensuring to cover all processes at least once during each certification cycle.
- iv. Conduct follow-up audit, if required.
- v. Verify use of BAS Certification mark and accreditation mark as per BAS instructions.
- vi. Provide recommendations on the continuation of certification as per audit report provided after each surveillance audit.

#### **6.6 Re-certification (ISO/IEC 17021-1, Cl. # 9.6.3.2)**

Conduct re-certification audit prior to certification period for continuation of Certificate of registration and subsequently followed up by Surveillance audits as per the accepted proposal.

Re-certification audit shall be completed, preferably prior to one month of expiry of the present certificate of registration including the provision of adequate time to close any NCRs.

#### **6.7 Special Audits (Scope Extension / Scope Reduction) (ISO/IEC 17021-1, Cl. # 9.6.4)**

##### **(a) Scope Extension:**

Scope extension audits shall be conducted upon request from client organization under following conditions.

- i. The inclusion of process(es) in the system which was earlier excluded. Example: Design and Development.
- ii. Inclusion of additional product(s)

Request for scope extension shall be reviewed and conducted as detailed in clause from **a)** to **d)** except that requirement for conducting stage 1 audit may be waived with justification. Scope extension audit may be conducted as a separate assessment or combined with surveillance or recertification audit.

##### **(b) Scope Reduction:**

The scope of certification may be considered for scope reduction under following conditions.

- i. Client discontinuation of product from manufacturing as and when requested by the client.
- ii. Restriction on sale of a certain product(s) by regulatory authorities.
- iii. Inadequate corrective action for complaints by regulatory authorities.

#### **6.8 Short Notice Audit**

A condition arising out of a complaint from interested parties including regulatory authorities under which audit must be planned preliminarily for investigation and review planned corrective action.

Upon receipt of the complaint, BAS shall communicate with the client immediately on the requirement for an immediate audit and coordinate for an audit schedule.

The audit shall be planned preferably after completion of an initial investigation by BAS client. The period for planning the audit shall be appropriate to the nature of the complaint. If the complaint has an impact on the interested parties' health and safety, the audit shall be planned within a maximum of 7 working days.

#### **6.9 Transfer of certificate (ISO/IEC 17021-1, Cl. # 9.5.3.3, IAF MD 2:2007 and JAS-ANZ Policy 3/11(for JAS – ANZ accreditation))**

Recognition of an existing and valid management system certification, granted by one accredited certification body (Issuing certification body), by another accredited certification body (accepting certification body) for issuing its own certificate. Following documents shall be submitted by the client for review:

- i. A copy of Certificate of registration from the previous certification body. Review the Certificate of registration for the scope, EA / NACE classification and the capability of BAS to provide an accredited certificate.



- ii. A copy of assessment report of the previous certification body. Review for any adverse remarks in the report.
- iii. A copy of NCRs of the previous certification body. Verify if the NCRs are major or minor and open or closed and review the criticality of the report.
- iv. Compliance status to applicable legal requirements e. List of aspects and impacts identified (EMS)
- v. List of Hazards & Risks identified (OHSAS, HACCP, FSMS, ISMS)
- vi. A copy of last internal audit report and management review. Review for meeting the requirement of the contractual standard.

#### **6.10 Criteria for Suspension and withdrawal of Certificate (ISO/IEC 17021-1, Cl. # 9.6.5)**

The certificate may be withdrawn under following conditions.

- i. At the request of the client.
- ii. Agreed frequency.
- iii. The certificate may be kept under suspension for a maximum period of six months from the due date of surveillance audit.
- iv. Recertification audits are not offered by the client prior to the expiry of the validity period of the certificate.
- v. The client does not comply with any part of the conditions of certification (E.g.: misuse of the logo).
- vi. BAS adopts a policy of providing continuous services based on regular surveillance to the client without any lapse on the procedural requirements to maintain the certification. BAS forwards the surveillance audit notifications to client organization as a reminder of the forthcoming /delayed surveillance audit to ensure that validity of the Certificate of registration is maintained. BAS provides an opportunity to the client to initiate action but without any responsibility for coordinating the surveillance audit.

Following is the plan of action of BAS to enable the client to coordinate for the surveillance audit within the agreed period.

- i. Surveillance Notification letter 1 is forwarded to client two months ahead of the due date of surveillance audit.
- ii. Surveillance Notification letter 2 is forwarded to the client one month ahead of the due date of surveillance audit.
- iii. Surveillance Notification letter 3 is forwarded to the client on the due date of surveillance audit, informing the client of keeping the Certificate of registration under suspension for a period of 6 months from the due date and provide an opportunity to the client to coordinate for the surveillance audit.
- iv. Except for first surveillance of initial certification, all subsequent surveillance audits including surveillance audits after recertification shall be completed within 3 months from due date. However, Failure of compliance will lead to suspension of the certificate which may be revoked if the audit is planned and coordinate within next 3 months.
- v. Withdrawal notification is forwarded to client Six months after the expiry of the due date of surveillance audit informing the client regarding the withdrawal of Certificate of registration with immediate effect. If the client wishes to reapply for certification after withdrawal same will be considered as a new contract.

Certificate of registration shall be withdrawn or scope of certification of client's management system shall be reduced (for a client failed to meet the requirements of those part of the scope) when the client does not comply with any part of the conditions of Certification. When the Certificate of registration is suspended/ withdrawn, certified organization directory including information on BAS web site is updated accordingly. Client shall return the Certificate of registration to BAS corporate office immediately and discontinue use of reference to the certificate of registration.

#### **6.11 Inactive certification**

The Certified management system may be kept as inactive when:

- i. The client makes a request in view of the current market situation. The current certification shall be allowed to continue for a period up to next surveillance due.
- ii. Request for further extension may be reviewed and granted by certification Decision committee. Such extension shall not be more than two surveillance duration from the certification time. A fresh audit shall be conducted before revoking the inactive certificate.
- iii. BAS shall withdraw the Certificate of registration after the above period, with notice to the client and request to return the original certificate.

#### **6.12 Use of certification mark and accreditation mark (ISO/IEC 17021-1, Cl. # 8.3)**

- i. Accreditation mark shall be used only in conjunction with BAS certification mark.
- ii. The size of the accreditation shall be the same as the quality mark.
- iii. The Certification mark and accreditation mark may only be used on correspondence, advertising, invoice, Stock form and promotional material for the products or services described in the scope of certification. Certification and Accreditation mark shall not be used on a product or product packaging or in a way interpreted as product conformity given by the certification and or the accreditation body.
- iv. On size, A4 stationery Certification mark and accreditation mark shall be as per the size is given by BAS.
- v. Proportional increase/reductions may be allowed on stationary of larger/smaller size than A4 and shall be legible to have Management System standard and certificate number without any distortion or overlapping.
- vi. The conditions as indicated shall also apply to packaging material and promotional products. The party reporting the violations to the attention of BAS is informed of appropriate action being taken but is not provided with the details as it may be violating the right to confidentiality.



- vii. Any deviation or specific use of the mark for special purposes like small advertisements, on client vehicles, shall not be allowed.
- viii. The mark shall not be displayed on vehicles except in publicity material as part of a large advertisement.
- ix. The Accreditation mark shall only be printed in the color combination or in the grey-black combination as specified in the instructions attached to the certificate of registration.
- x. The mark shall not be used on any inspection reports, calibration certificates, laboratory test certificates etc. as such reports are deemed to be products for such organizations.
- xi. BAS Certification Mark along with Accreditation mark shall be used on business cards as per BAS use of Logo Procedure, whereas Accreditation mark alone shall not be used.
- xii. The certified organization shall abide by the BAS rules of certification to discontinue any use of Certification mark and Accreditation mark that is unacceptable to BAS.
- xiii. BAS shall initiate corrective action with the certified organization to avoid misuse of the Certification mark and Accreditation mark brought to the notice of BAS by any interested parties and/or public subject to thorough investigation.
- xiv. **Upon withdrawal of certification by BAS** or upon request by the client to withdraw certification or due to the cancellation of certification contract with BAS, the certified organization shall immediately discontinue use of all marks and to destroy all stocks of material on which they appear.
- xv. Usage of marks shall be verified during each surveillance, recertification audits, and findings reported in the assessment report. Misuse of quality marks, if any, shall be recorded as non-conformance and corrective action taken verified prior to continuation of certification or reissue of the certificate. Misuse may also be reported by any interested party and BAS shall act against misuse.

## 7. COMPLAINTS, DISPUTES AND APPEALS HANDLING (ISO/IEC17021-1, CL. #9.7&9.8)

BAS has established an impartial appeals committee constituted by CB Manager to investigate complaints, appeals, and disputes related to the certification services.

- i. Analyze and take corrective actions and inform client of the action taken
- ii. Provide an opportunity to the client to appeal against actions taken by BAS appeals committee
- iii. Appeals committee shall prepare a report after investigation including providing an opportunity to the client to represent their evidence.
- iv. The decision of the CB Manager who is responsible for the approval of report is binding on both the parties.

## 8. PROFESSIONAL CHARGES BY BAS FOR CERTIFICATION CHARGES

- i. Accredited Certification Fee to be paid immediately upon issuance of the certificate.
- ii. Routine Surveillance Audit Fee to be paid upon completion of every surveillance audit.
- iii. BAS shall submit the invoices for the professional services as indicated in the proposal for certification, for the client approval and payment before the delivery of the certificate of registration.
- iv. Certificate of registration shall be issued after receipt of the professional service charges in full, including taxes if any, as per proposal.

## 9. LIABILITY OF BAS

BAS provides certification services as per the agreed proposal for certification. Liability of BAS shall be limited to the commercial terms referred in the proposal under any circumstances. Client agrees to indemnify, hold harmless and defend BAS from any and all liability of any and all kinds and types, including without limitation, claims, demands, or causes of action, including attorney fees, made or brought by any entity, person, firm or corporation arising out of or incidental to the certification services to be provided in connection with this agreement by reason of injury to any entity, person or damage to any property regardless of whether such injury or loss, cost, damage or expenses is occasioned in whole or partly by any negligent or omission on the part of BAS, its subcontractors or employees and regardless of where any such loss or any action may occur.

Client agrees to indemnify BAS audit team through valid insurances and coverage throughout the assessments when conducted in client's premises.

Client agrees to indemnify and hold BAS harmless from and against any fines, taxes, and levies imposed which may be asserted or imposed upon BAS by any country. Client shall also indemnify and hold and save BAS against all expenses and out-of-pocket expenses incurred by BAS about or related to the assertion by any such country or authority of liability of BAS to pay any such fine, tax, and levy imposed.

Auditors / Technical Team of Bureau of Assessment Services shall be protected with travel insurance by the client on their traveling business trip meant for unforeseen circumstances may force to cancel his / her trip, seek accidental medical emergency treatment or return home early.

This Agreement shall be governed by and construed and enforced in accordance with the laws of Dubai and subject to the authority of Courts of Dubai.

## 10. VALIDITY AND AUTHENTICITY OF THE CERTIFICATE OF REGISTRATION (ISO/IEC 17021-1, CL. # 8.1 & 8.5.1)



BAS maintains and updates the directory of its certified clients in its webpage [www.bascertification.com](http://www.bascertification.com) for all its certified clients. Client shall ensure validity and authenticity of the issued Certificate of registration by verifying the BAS certifications website [www.bascertification.com](http://www.bascertification.com) and Client are requested to report any discrepancy in issued Certificate of registration to BAS Head Office.

**End of Agreement**