

ECOQUAL CERT LLP	RULES AND REGULATIONS FOR CERTIFICATION
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1.0 INTRODUCTION

Ecoqual Cert LLP is a legal entity incorporated under the Partnership Act 2008, in India. The main objective of the company is to offer independent third party certifications to organizations against various International Standards; (e.g. ISO 9001:2015; Quality Management System, ISO 14001:2015; Environment management Systems, ISO 45001:2018 Occupational Health & Safety Management System and FSMS ISO 22000:2005, ISO 27001:2013, ISO 20000-1; 2011, ISO 50001:2014

2.0 CRITERIA FOR GRANTING CERTIFICATION

ECL may grant and issue the certificate to the client under the following criterion

- a) The client has a documented Management system that is laid in accordance to its scope of certification and that it conforms to the requirements of the applicable Management System Standard as mentioned above.
- b) The Client has implemented the management system and have completed at least one cycle of internal audit and management review of the management system established.
- c) Both internal audit and management review have been found effective as assessed by ECL auditors
- d) The client has paid all the dues including the certification fee
- e) The client shall keep a record of all complaints and actions taken and the same shall be submitted to ECL auditors for verification when requested.
- f) The client has undergone the stage-1 and stage –2 audit satisfactory and the recommendation of the audit team is favorable
- g) The process flow for all Management System Standards is same as given in “ **CERTIFICATION PROCESS FLOW**”

3.0 CERTIFICATION PROCESS**3.1 CERTIFICATION AGREEMENT**

On acceptance of the Quotation, the certification agreement is signed between ECL and the client for providing certification of the client's management system by ECL to the applicable international standard.

3.2 STAGE –1 AUDIT & DOCUMENTATION REVIEW

ECL shall conduct a stage –1 audit at client site to verify the adequacy of documentation with respect to the requirements of the applicable standard and also to understand and gather further information on the client activities and processes including applicable statutes, to plan for the stage –2 audits. The client shall satisfactorily resolve all the observations raised in document review along with other concerns / issues highlighted during the audit and the same confirmed to ECL before planning the stage –2 audits.

ECL shall submit a formal report to the client.

- a) Review the client's management system documented information;
- b) Evaluate the client's site-specific conditions and to undertake discussions with the client's personnel to determine the preparedness for stage 2;
- c) Review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
- d) Obtain necessary information regarding the scope of the management system, including:
 - The client's site(s);

- processes and equipment used;
- Levels of controls established (particularly in case of multisite clients);
- Applicable statutory and regulatory requirements;
- e) Review the allocation of resources for stage 2 and agree the details of stage 2 with the client;
- f) provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard or other normative document;
- g) Evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2

3.3. STAGE –2 AUDIT

ECL's audit team shall visit the client's premises, as per an agreed plan, to verify implementation, including effectiveness of the client's management system in meeting the requirements of the applicable ISO and other international management system standard. ECL shall submit a formal report to the client.

- a) Information and evidence about conformity to all requirements of the applicable management system standard or other normative documents;
- b) Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
- c) The client's management system ability and its performance regarding meeting of applicable statutory, regulatory and contractual requirements;
- d) Operational control of the client's processes;
- e) Internal auditing and management review;
- f) Management responsibility for the client's policies.

3.4 NON-CONFORMITY REPORT

If a nonconformance is detected during audit, a Nonconformity Report shall be issued to the client. For the non-conformities raised during the audit client shall submit the correction and the corrective action (based on root cause) to ECL office within 20 working days from the last day of the audit. ECL shall verify the submitted correction and the corrective action and confirm the acceptance of the same to the client. Client shall take the correction and corrective action within the stipulated date and submit the documentary evidence to ECL to verify the effectiveness of action taken and accordingly to close the non-conformances.

In case of a major non-conformance, the effectiveness of action taken shall be verified at client site by a follow up visit or as communicated by the team leader on the closing day of the audit. This shall be completed within 90 days from the last day of the audit.

In case of certification audit (fresh client) the ECL shall cancel the audit under the following conditions.

- a) Client does not submit Corrective Action Plan for the Non Conformity raised within 20 working days as stipulated above
- b) In case of major Non Conformity the verification of effective of corrective action is not completed within 90 days as stipulated above

In case of certified clients ECL shall suspend the certificate under the following conditions

- I. Client does not submit Corrective Action Plan for the Non Conformity raised within 20 working days as stipulated above
- II. In case of major Non Conformity the verification of effective of corrective action is not completed within 90 days as stipulated above

3.5 RECOMMENDATION FOR CERTIFICATION

ECL shall recommend certification of the client's management system, based on the following

- (a) ECL has reviewed the audit reports and has accepted the recommendations of the audit team
- (b) The client has submitted the correction and corrective action for the non conformities raised within the stipulated time and ECL has accepted the same
- (c) In case of a major non-conformance, the effectiveness of correction and corrective action is verified by ECL's auditors as agreed and the non-conformity either closed or down graded to minor.

If the client is not recommended for certification ECL shall accordingly inform the client.

3.6 ISSUE OF CERTIFICATE

ECL shall issue the certificate against the applicable standard to the client provided that,

- ECL has verified the effectiveness of the corrective actions in case of major non-conformances or accepted the corrective actions for minor non-conformances as stated in section 3.4. or as required by the specific management system standard
- ECL has taken a decision in client's favour.

The Certificate is the property of Equalitas Systemcert Pvt. Ltd. and shall be produced to ECL as and when requested.

The certification will be valid for a period of three years from the date of approval of certification, subject to the satisfactory maintenance of the Management System as confirmed through agreed surveillance audits

3.7 SURVEILLANCE AUDIT

Surveillance audits shall be conducted regularly at the client site once in a calendar year to confirm that the Client's Management System continues to conform to the requirements of the standard to which it is certified.

The date of the first surveillance audit following initial certification is never more than 12 months from the certification decision date and failure to comply with this requirement will lead to suspension and subsequently withdrawal of certification.

For the non-conformity raised during the surveillance audit the conditions stipulated in section 3.5 shall be applicable

In the case that a surveillance audit cannot be carried out because the client's operations are affected owing to factors outside its control, e.g.: employee union strike, natural calamity, etc. the case shall be presented to ECL for a decision.

ECL shall submit a formal report to the client

3.8 RE-CERTIFICATION AUDIT

The purpose of re-certification audit is to confirm the continued conformity and effectiveness of the client's management system as a whole and its continued relevance and applicability for the scope of certification.

The Re-Certification audit shall include site audit and shall consider the performance of management system over the period of certification and shall also include a review of previous surveillance audit reports. The re-certification

audit may have a stage –1 audit in situations where there have been significant changes to the management system, the client or changes to legislation.

ECL shall conduct the re-certification audit at least 60 days in advance to the expiration of certification so that the client has time to implement corrective actions before the expiry of the certification

For non-conformities raised during the audit, the conditions specified in section 3.4 become applicable. ECL shall submit a formal report to the client.

3.9 SPECIAL AUDIT

3.9.1. ECL shall conduct special audits under the following conditions,

- (a) Extension of the scope of certification already granted, on the request of client. This could be clubbed with routine surveillance audit.
- (b) To investigate complaints received by ECL about the client.
- (c) Follow up audit in case of suspension.
- (d) Follow up audit for Major non conformance reported in any of the audits namely, certification, surveillance and re-certification
- (e) Changes in ECL's certification requirements
- (f) Transfer of certification
- (g) Reduction in scope as requested by the client
- (h) Decisions by the Certification Panel based on the results of the review of the audit reports to re-verify and confirm certain aspects of the management system.

3.9.2. In case of short notice audits to investigate complaint, response to changes and follow up of suspension, ECL shall select auditors from earlier audits done on the client, because of the lack of opportunity for the client to object to the audit team

3.9.3. For non-conformities raised during the audit the conditions identified in section 3.4 shall become applicable.

3.9.4. ECL shall submit a formal report to the client.

3.10 NOTICE OF CHANGES BY ECL

ECL shall inform the client in advance any changes to its requirements for certification and shall subsequently verify that each client complies with this new requirement. It shall necessitate a special audit in certain cases.

3.11 NOTICE OF CHANGES BY THE CLIENT

The ECL does legally enforceable arrangements to ensure that the certified client informs the ECL, 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. These include, for example, changes relating to:

- (a) The legal, commercial, organizational status or ownership,
- (b) Organization and management (e.g. changes in key managerial, decision making or technical staff).
- (c) Contact address and sites.
- (d) Scope of operation under the certified management system.
- (e) Major changes to the management system and processes.
- (f) The certification body shall take action as appropriate

OHSAS Clients

- (a) Any significant events including fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority.
- (b) Fully inform Equalitas, at the time of surveillance or re-certification of any OHS related findings by third – parties,
- (c) Breach of an act of parliament, or a contravention of a regulatory requirement

ECL shall review the changes and accordingly discuss with client for an early verification to ensure that the capability of the management system continues to fulfill the requirements of the applicable standard.

3.12 MAINTAINING CERTIFICATIONS

The Certification is maintained for a period of 3 years under the following conditions.

- (a) The Surveillance Audits are conducted as planned and the client has demonstrated that it continues to satisfy the requirements of the management system standard as confirmed by ECL.
- (b) All the non-conformance raised during previous surveillance are closed within the time frame agreed and correction and corrective actions for the non conformities raised during the current audit are identified and accepted by ECL as per conditions specified in section 3.4.
- (c) The Internal Audit and the management reviews are conducted as scheduled and there are no issues pending.
- (d) The client shall maintain suitable records of customer complaints and keep the records of investigation and remedial actions taken with respect to such complaints for verification by the ECL auditors.
- (e) All outstanding dues to ECL are paid.

3.13. SUSPENDING, WITHDRAWING, REVOKE OR REDUCING THE SCOPE OF CERTIFICATION

(a) Suspension

ECL shall suspend certification in cases wherein

- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
- The client does not allow surveillance and re-certification audits to be conducted at the agreed frequencies.
- Wishful misuse of mark & reference to certification.
- Non compliance to submission of Corrective action as stated in section 3.4.
- Non payment of dues to ECL

The suspension shall be for a period of maximum six months and the suspended status of the client shall be publicly made available in the register of certified clients being maintained by ECL at its registered office. During this period the client's management system certification is temporarily invalid and the client shall discontinue the use of logo or any reference of certification in advertising matter.

(b) Withdrawal

ECL shall withdraw the certificate under the following circumstances.

- (a) Failure of the client to resolve the issues of suspension within six months shall result in withdrawal of certification
- (b) Other reason like major legal complaint, company involved in malpractices, ECL loses accreditation etc.
- (c) Client voluntarily requested for a withdrawal.

Upon withdrawal of certification the client ceases to enjoy the certification status and the client shall immediately cease use and distribution of any literature, stationary etc bearing the mark. The artwork supplied and all the original approval certificates are to be returned to ECL.

(d) Reduction in scope of certification

ECL shall decide to reduce the client's scope of certification by excluding the parts not meeting the requirements, when the client has persistently and seriously failed to meet the certification requirements for those parts of the scope of certification. Such exclusions shall be consistent with the certification standard.

Upon request from any party, ECL shall provide information related to the validity of a given certificate.

3.14. CERTIFICATION AND USE OF CERTIFICATION MARK

The certificates issued by ECL remain the property of ECL and must be returned where requested. The client authorized to use the certificate mark in advertising matter as per instruction given by ECL at the time of issuing the certificate.

The client, while using the its certification, shall ensure that it,

- (a) Conforms to requirements of ECL when making reference to its certification status in communication media such as Internet, brochures or advertising or other documents.
- (b) Does not make or permit any misleading statement regarding its certification,
- (c) Does not use or permit the use of the certification document or any part thereof in a misleading manner,
- (d) Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by ECL.
- (e) Amends all advertising matter when the scope of certification has been reduced,
- (f) Shall not use the certification information in a manner to imply that the product or service is certified. The certification mark or logo shall not be used on a product or product packaging and laboratory test, calibration or inspection reports or any form of certificates issued by educational institutions as these could be interpreted as denoting product conformity or these are deemed as products in some context.
- (g) Does not imply that certification applies to activities that are outside the scope of its certification,
- (h) Shall not use the certification in such a manner that would bring ECL and /or the certification system into disrepute and lose public trust
- (i) Logos shall also not to be applied on visiting cards

3.15. a) PUBLICLY ACCESSIBLE INFORMATION

The ECL maintains (through publications, electronic media or other means), and make public, without request, in all the geographical areas in which it operates, information about

- a) Audit processes;
- b) Processes for granting, refusing, maintaining, renewing, suspending, restoring or withdrawing certification or expanding or reducing the scope of certification;
- c) Types of management systems and certification schemes in which it operates;
- d) The use of the certification body's name and certification mark or logo;
- e) Processes for handling requests for information, complaints and appeals;
- f) Policy on impartiality.
- g) The activities of ECL

3.15. b) PUBLICLY ACCESSIBLE INFORMATION

The ECL may provide upon request information about:

- a) Geographical areas in which it operates;
- b) The status of a given certification;
- c) The name, related normative document, scope and geographical location (city and country) for a specific certified client.

NOTE 1 in exceptional cases, access to certain information can be limited on the request of the client (e.g. for security reasons).

NOTE 2 ECL can also make the information in 3.15.a) public by any means it chooses without request, e.g. on its internet website.

All other information shall be treated as confidential.(PD-02., PD-04)

3.16. OBLIGATIONS OF THE APPLICANT / CERTIFIED ORGANIZATION

- a) The applicant / certified organization shall commit to fulfill continually the requirements of certification set by ECL for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated
- b) When requested the applicant / certified organization shall cooperate with ECL in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification
- c) The applicant / certified organization shall provide access to information , documents and records as necessary for granting certification and maintaining certification
- d) Certified organization shall allow the personnel from the accreditation body (e.g. JAS - ANZ etc) access to their sites and shall provide access to information , documents and records when requested by ECL
- e) The certified client shall claim certification only with respect to the scope for which certification has been granted
- f) The certified organization shall not use its certification in such a manner as to bring ECL into disrepute
- g) The applicant / certified organization shall pay fees as determined by ECL
- h) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
 - i) Its legal , commercial or ownership status
 - ii) The organization , top management & key personnel
 - iii) Resources and premises
 - iv) Scope of certification
 - v) Other such matters that might affect the ability of the certified organization to fulfill requirements of certification

3.17 OBLIGATIONS OF ECL

The ECL provides information and update clients on the following:

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- a) A detailed description of the initial and continuing certification activity, including the application, initial audits, surveillance audits, and the process for granting, refusing, maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring, or with drawing of certification.
- b) The normative requirements for certification;
- c) Information about the fees for application, initial certification and continuing certification;
- d) The certification body's requirements for clients to:
- 1) Comply with certification requirements;
 - 2) make all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints;
 - 3) Make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditor);
- e) Documents describing the rights and duties of certified clients, including requirements, when making reference to its certification in communication of any kind in line with the requirements;
- f) information on processes for handling complaints and appeals.
- g) The ECL gives its certified clients due notice of any changes to its requirements for certification. The certification body shall verify that each certified client complies with the new requirements.
- h) ECL shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the following
- i) Name and address of the certified client
 - ii) Dates of granting certification and expiry date as applicable
 - iii) Scope of certification
- l) When confidential information about a client is made available to external bodies e.g. accreditation body or peer assessment body as per ECL's agreement with such external bodies, the same shall be informed to the client by ECL.

3.18. ECL OFFERING OTHER SERVICES (other management system certification) unaccredited

ECL shall not give any special consideration to the client in terms of any financial or any concession in the requirements of new management system certification other than ISO 9001.

3.19 CHANGES IN THE SCOPE OF CERTIFICATION (CERTIFIED ORGANIZATIONS)

Under the management system certified, there is a provision for change in scope for certification and this shall be applicable to the following cases (This however does not apply to the reframing the scope to bring-in more clarity without change in the activity or the process)

- Extension in the scope (e.g.. addition of a different product or new initiative/activity)
- Reduction in the scope (e.g. discontinuing certain products or processes or activity)
- Change in the location (shifting of factory , office to new location)

The above changes can be affected only after verification and confirmation by certification body and the following requirements should be met by organization seeking change in scope.

- ❖ The organization has amended the management system documentation with respect to the changes and has implemented the same and have the same subjected to at least one internal audit.
- ❖ The change in scope can be done either with surveillance or re-certification provided the organization informs the certification body (ECL) at least 30 days prior to the audit due. Any short notice requests for changes will not be entertained

3.20. Tasks given to Audit Team

The task given to audit team shall include,

- To examine and verify the structure, policies, processes, procedures, records and related documents of the client
- To determine that these meet all the requirements relevant to the intended scope of certification
- To determine that processes and procedures are established, implemented and maintained effectively to provide a basis for confidence in the client's management system
- To communicate to the client, for its action, any inconsistencies between the client's policy, objectives, targets and the results

4.0. GENERAL TERMS AND CONDITION

(a) Termination- The client and ECL shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to ECL all the dues up to date of termination. ECL, if it so wishes, shall also charge a termination fee to be negotiated at the time of termination and this is in addition to the dues that are payable to ECL. In no case such termination fee shall not exceed 15% of the value of the agreement. All reimbursable are payable at the end of said 30 days period.

(b) Confidentiality- ECL shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If ECL is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided. .

(c) Force majeure- Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

(d) Law & disputes- The agreement for certification between ECL and client shall be governed by prevailing law in India. Any dispute arising in connection with the agreement, which cannot be settled by private negotiations between the parties, shall be referred to arbitration as per the Indian Arbitration Act, subject to Delhi jurisdiction. The decision of the arbitration shall be binding for the both parties.

(e) Appeals: Client shall appeal to ECL in respect of the following,

- 1) Non acceptance of client's application for certification
- 2) Not granting, suspending, withdrawing or denying of certification

ECL shall deal with the appeals according to its procedure and shall be responsible for all decisions at all levels of the appeal handling process as per ECL procedure QP-13

ECL shall acknowledge the receipt of the appeal and shall provide the client with progress reports and the outcome.

- (b) **Complaints:** ECL shall investigate the complaint received about the client to decide what action need to be taken and the same shall be communicated to the client at an appropriate time as per ECL procedure QP-13. The identity of the complainant shall not be disclosed.

Complaints about ECL from the client or third party: Depending on the nature of the complaint, Chairman of the Impartiality Committee shall decide to conduct the investigation himself or appoint a complaint panel for each complaint. The complaint panel shall contain at least two members from the ECL's auditor panel who have not been part of the audit and also not involved in certification decision or involved in the subject of the complaint. Further, the complainant shall be given an opportunity to present the case to the panel in person if he so desires.

The complaint panel shall investigate the complaint by looking into the records and / or talking to the complainant and ECL and shall take a decision taking into account the results of any previous such complaints.

The details of investigation and the correction and the corrective actions identified are recorded in the complaint register. Upon verification on the effectiveness of corrective action taken, ECL shall inform the complainant about the correction and corrective action taken and if the complainant is satisfied with the actions taken the complaint is treated as closed. The final Decision on the resolution of complaint shall be taken by the chairman of the impartiality committee.

Complaints about the certified client from its customers or any other third party:

ECL shall inform the client about the complaint received and ask the client to investigate the complaint and report the findings to ECL within two weeks from the date of receiving the complaint by the client.

If ECL does not receive any response from the client or the action taken by the client is not found effective, ECL shall inform the client accordingly and ask for a special audit at the client site by ECL. On confirmation from the client ECL shall conduct a special audit as per ECL procedure, QP-07 and investigate the complaint.

If the complaint is of serious nature ECL shall initiate the special audit directly with the client

As its policy, ECL shall not disclose the identity of the complainant to the client.

If any action is needed to be taken by the client ECL shall verify the effectiveness of such action by suitable means appropriate to the gravity of the problem.

If the corrective action taken by the client is found effective ECL shall inform the complainant accordingly and the complaint shall then be treated as closed.

ECL shall decide to make public the complaint and its resolution if agreed with client and complainant.

All the complaints received and their status with respect to their resolution are presented in the Management Review and the Impartiality Committee meeting.

(g) Fees The fees shall be detailed in the quotation submitted by ECL. Fees are charged on the basis of applicable rates at the time of submission of the quotation. ECL may revise the fee submitted in the quotation during the Certification period. Clients shall be notified of any change in the fee.

If any special audit is performed on the client as detailed in section 3.9, ECL shall charge an extra fee for such audits to cover the audit charges and other administrative costs and this shall be payable within 7 days from the date of invoice.

Cancellation of Audit shall involve re-imbursement of expenses incurred by ECL, if any.

(h) Access to the client site: The client, at the request of ECL, shall permit access to their sites and records for ECL's auditors and authorized personnel on behalf of the accreditation body to which Equalitas is accredited. The same shall be communicated to the client in advance.

(i) Agreement Period: The agreement signed comes to force on and remains in the force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

(j) Liability: ECL's liability shall be limited to providing certification of the client's management system and shall not in any way be responsible for the liabilities arising out of the client's products or services.