

RULES & REGULATIONS OF MANAGEMENT SYSTEM CERTIFICATION

0. Definition

TUV AT: TUV Austria Bureau of Inspection and Certification (Pvt.) Ltd.

Applicant: Organisation applying for management system certification by TUV Austria.

Client: the Organisation has contracted with TUV AT BIC (Pvt.) Ltd. for management system certification services

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

1. Certification Scheme

In order to obtain and retain certification all applicants and clients to the scheme must adhere to the following rules of the scheme.

All information deemed necessary by TUV AT BIC (Pvt.) Ltd. in order to complete the assessment should be made available by the applicant through the applicable initial enquiry form.

TUV AT BIC (Pvt.) Ltd. will run the scheme in transparent and fair manner without prejudice and discrimination of any applicant due to its size, type of business, financial or political background.

TUV AT BIC (Pvt.) Ltd. shall be responsible for complete process and all activities of certification, from the initial document review, audit/evaluation of the client's Management System through periodic surveillance audits and re-assessment audits/evaluations.

TUV AT BIC (Pvt.) Ltd. shall inform the client of the initial audit/evaluation results and if not satisfied that all the requirements for the certification are being met, shall inform the client of those aspects in which the application is deemed non-compliant.

When the client can demonstrate that effective remedial action has been taken to meet all the requirements within a specified time limit, TUV AT BIC (Pvt.) Ltd. will review the remedial action and determine the suitability of awarding certification.

All certificated clients are entitled to provide feedback and suggestions relating to the potential areas for improvement of the rules & regulations. TUV AT BIC (Pvt.) Ltd. reserves the right to make minor changes and corrections to these Rules & Regulations without prior notification. Clients will be given prior notice of any changes that affect their responsibilities or liabilities.

The client shall ensure that the question of responsibility to TUV AT BIC (Pvt.) Ltd. for the certified system is clearly defined, e.g. by appointing a designated person who is nominated to maintain contact with TUV AT BIC (Pvt.) Ltd. to ensure that the above provisions have been observed.

The client shall permit scheme accreditation representatives or trainee TUV AT BIC (Pvt.) Ltd. auditors all reasonable access for the purpose of observing TUV AT BIC (Pvt.) Ltd.'s auditors/evaluators performing initial audit/evaluation and/or surveillance activities.

2. Initial Audit/Evaluation for Certification

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

- product certification schemes,
- management system standards
- Applicable legislations and Directives
- And/or sector schemes' series of documents.

3. Certification

When an initial audit/evaluation has been completed and systems deemed to be satisfactory to the standard requirements by the approved scheme management, the relevant Scheme Manager shall inform the applicant accordingly and issue a certificate of registration.

Surveillance frequency will be stipulated as either once or a year, but additional visits may be conducted at the discretion of TUV AT BIC (Pvt.) Ltd..

The certificate of registration is valid for three years from date of issue or recertification, subject to the client continuing to meet the certification requirements detailed within the rules & regulations.

It may be necessary for TUV AT BIC (Pvt.) Ltd. to conduct audits of certificated clients at short notice to investigate complaints, or in response to changes, or as a follow-up on suspended clients. Under such circumstance TUV AT BIC (Pvt.) Ltd. shall exercise additional care in the assignment of the audit team.

The certificate will remain the property of TUV AT BIC (Pvt.) Ltd. and shall always be returned on request.

All clients shall maintain a log of all customer complaints they receive which fall within the scope of registration for which a certificate has been awarded. The details responding actions against these customer complaints shall be available for TUV AT BIC (Pvt.) Ltd. review in the audit.

4. Extending Certification

A client wishing to extend the scope of its certification to cover additional products, processes, services or sites shall apply to TUV AT BIC (Pvt.) Ltd. in writing. A Scheme Manager shall review the nature of extension and decide on the necessary audits/evaluations to be performed.

5. Publicity by Certificate Holders

A client has the right to publish that the product, process or service and company have been certified TUV AT BIC (Pvt.) Ltd. and apply certification mark to promotional materials for which the certificate applies.

In every case, the client shall take sufficient care of its publications and advertising so that no confusion arises between management system certification and specific product certification, certificated and non-certified business scopes covering product and/or services, which may mislead the market.

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

6. Publicity by TUV AT BIC (Pvt.) Ltd.

Non-confidential information relating to a client certificated management system may be placed in the public domain by TUV AT BIC (Pvt.) Ltd..

7. Confidentiality

TUV AT BIC (Pvt.) Ltd. shall endeavour to ensure that its employees and contractors maintain secrecy concerning all confidential information with which they become acquainted as a result of their contacts with the client.

The client shall maintain confidentiality of all commercial terms and conditions with TUV AT BIC (Pvt.) Ltd. for certification services.

Information about a particular client or individual shall not be disclosed to any third party without the written consent of the client or individual concerned.

Where TUV AT BIC (Pvt.) Ltd. is required by law to release confidential information to a third party, the client or individual concerned shall, unless regulated by law, be notified in advanced of the information provided.

When confidential information is made available to other bodies, (e.g. accreditation body, agreement group or a peer assessment scheme,) confidentiality of information viewed will be assured during access by these bodies.

8. Misuse of a Certificate

TUV AT BIC (Pvt.) Ltd. shall take all reasonable precautions to control the use of its certificates by the certificated clients.

Incorrect references to certifications or misleading use of certificates found in advertisements; catalogues, etc. shall be dealt with by suitable actions, which could include legal or corrective action or publicising the transgression.

Clients are invited to report to the Scheme Manager any misuse of the TUV AT BIC (Pvt.) Ltd.'s marks which comes to their attention. The source of all information received will be treated in confidence.

9. Suspension of Certification

The certificate applicable to a specific business scope covering product, process, service, site or organisation may be suspended for a limited period (in most cases the suspension would not exceed 6 months) in, but not limited to the following cases: -

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

The client shall not identify as a TUV AT BIC (Pvt.) Ltd. certificated organisation covering the product, process or service that has been offered in the course of suspension.

The Scheme Manager of TUV AT BIC (Pvt.) Ltd. will confirm an official suspension of the certificate to the client. At the same time the Scheme Manager shall indicate under which conditions the suspension will be removed.

At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the certificate have been fulfilled.

On fulfilment of these conditions the suspension could be lifted by notifying the client that the certification has been reinstated.

If the conditions are not fulfilled, the certificate shall be withdrawn.

All costs incurred by TUV AT BIC (Pvt.) Ltd., in the suspending and reinstating of certificates will be charged to the client.

10. Withdrawal / Cancellation of Certificate

Failure to resolve the issues that have resulted in the suspension of certification in a time specified by TUV AT BIC (Pvt.) Ltd. shall result in withdrawal or reduction of the scope of certification. A certificate may be withdrawn or the scope of certification reduced in the following cases: -

- If the audit shows that the non-compliance is of a serious nature.
- if the surveillance or re-audit is delayed by more than 4 months beyond the due date
- If the client fails to settle the due payment of its financial obligation.
- If the client fails to take adequate measures in case of suspension.
- If any actions are taken by the client which would bring the TUV AT BIC (Pvt.) Ltd.'s scheme into disrepute.

In the above cases TUV AT BIC (Pvt.) Ltd. has the right to withdraw the certificate by informing the client. The client shall have the right to appeal.

Certificates will be cancelled in the following cases: -

- If the client does not wish to continue certification to the scheme.
- if the product, process or service is no longer offered
- If the client ceases trading for whatever reason.

11. Corrective Actions

When TUV AT BIC (Pvt.) Ltd. receives a report of certificate misuse the report shall be investigated. If misuse is substantiated, the cost of the investigation shall be paid by the certificate holder.

TUV AT BIC (Pvt.) Ltd. will determine the scope of misuse and the type of corrective action to be undertaken.

12. Complaints Handling Process

Should the client have cause to complain regarding the conduct of TUV AT BIC (Pvt.) Ltd.'s staff, the complaint should be made in writing and addressed to the relevant Scheme Manager of TUV AT BIC (Pvt.) Ltd..

Should the complaint be made against the Scheme Manager, the letter of complaint should be addressed to TUV AT BIC (Pvt.) Ltd. responsible board director.

Complaints received by TUV AT BIC (Pvt.) Ltd. from any stakeholder regarding the activities of a certificated client shall be referred to that client at an appropriate time. The complaint shall be investigated in accordance with the TUV AT BIC (Pvt.) Ltd. complaints handling process procedure.

The alleged complaint is logged and evaluated to establish its validity, with any requisite corrective and preventive action instigated where necessary. This process shall be subject to requirements of confidentiality. TUV AT BIC (Pvt.) Ltd. shall determine, together with the client and complainant, whether and, if so to what extent, the subject of the complaint and its resolution shall be made public.

13. Appeals Procedure

The client has the right to appeal against any notification given regarding the suspension, reduction in scope or withdrawal of certification by TUV AT BIC (Pvt.) Ltd..

Notification of an client's intention to appeal must be made in writing, and must be received by the relevant Scheme Manager of TUV AT BIC (Pvt.) Ltd. within fourteen days of receipt of notification of failure to comply with the certification requirements.

TUV AT BIC (Pvt.) Ltd. shall make the suspended status of the certification publicly accessible.

The client has the right to object to involvement of particular members of the TUV AT BIC (Pvt.) Ltd.'s management in the appeals procedure if evidence can be provided that their impartiality is compromised. The appellants also have the right to present their case in person at their own expense.

The decision of the Appeal committee shall be final and binding on both the client and TUV AT BIC (Pvt.) Ltd.. Once the appeal committee has made a decision regarding an appeal, for counter claim by either party in dispute can be made to Vienna office if approved by CEO. Decisions on appeals will be made within 4 week of receipt of the appeal.

In instances where the appeal has been successful and the award made or reinstated, reimbursement of costs of appeals will only be made at the discretion of the top management.

Submission investigation and decisions on appeals shall not result in any discriminatory actions against the appellant

14. Fees

TUV AT BIC (Pvt.) Ltd. shall be entitled to charge fees at a level to be determined from time to time having regard to its operating costs relating to the services, administration and long term development of the services.

Commercial arrangements are detailed in service contracts or other agreements between TUV AT BIC (Pvt.) Ltd. and the clients.

15. Notice of Changes

All clients are required to inform TUV AT BIC (Pvt.) Ltd. without delay of matters that may affect the capability of the management system to continue to fulfil the requirements of the standard used for certification. The matters include changes relating to:

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

TUV AT BIC (Pvt.) Ltd.'s auditors must also be notified of all changes made to the management system since the previous visit.

TUV AT BIC (Pvt.) Ltd. shall give its certificated clients due notice of any changes to its requirements for certification.

16. Disputes

Any disputes subject to legal proceedings will be settled in accordance with land of law.

Annex :-

1. Agreement Subject.

The Client requests the Certification of the Quality Management System according to ISO 9001:2015, 14001:2015, 45001:2018 Standard and its consequent Surveillance for the maintenance of the validity of the Certificate of the company

2. Obligations of the Client

1. The Client shall pay a remuneration to the Certification Body. The amount of this remuneration is stated in the offer accepted by the Client which is based on the price list and the general terms of business of the TÜV AUSTRIA, which are an integral part of the offer (unless they are in contradiction to this Agreement).
2. The Client shall set available to the Certification Body before the audit (pre-assessment, certification, surveillance audit, recertification) all valid, relevant to the Management System documentation (Management System Manual, documented procedures and work instructions), as well as internal audits' and management reviews' records.
3. During the audit (pre-assessment, certification, surveillance audit, recertification) the Client shall provide all required and necessary information for the conduct of the audit and allow the auditor(s) access to all concerned organizational units.
4. The Client shall allow access to all processes and locations, records and personnel for the purposes of the certification, surveillance, recertification and complaints' settlement.
5. The Client has the obligation to take action to facilitate, if needed, the presence of observers (e.g. accreditation auditors, trainee auditors).
6. The Client shall appoint a management representative (Management System's responsible person) authorized to support the auditor(s).
7. After the issue of the Certificate, the Client is obliged to notify the Certification Body of any significant changes relevant to the Management System (e.g. changes in the ownership, in the facilities, in the scope of the Management System etc) as well as any changes in the structure of the company that affect the Management System. The Client is obliged to record all deviations relevant to the Management System and their removal, and present them to the audit team during the audit. These deviations include references from state authorities that control the Client's company according to applicable legal and regulatory requirements.
8. The Client adapts to the requirements of the Certification Body, when referring to the company's Certification in the media, like the internet, promotional brochures, advertisements or other documents. The client shall not make any misleading statement regarding the Certification or use any certification document or any part of it in a misleading way.
9. In case of suspension or withdrawal of the Certification, the Client shall stop the advertising that contains references to his Certification and also modify the advertising in case of a reduction of the scope of the Certification.
10. The Client shall not allow the reference to his Management System's Certification to be used in a way that implies that the Certification Body certifies a product (including a service) or a production process. At any case, the Client is not allowed to use TÜV AUSTRIA logo in a confusing way, misleading the public about the scope of the Certification.

3. Obligations of the Certification Body.

1. The Certification Body is obliged to treat any information about the company made available by the Client with confidentiality, to utilize it only for the purposes of this Agreement and not to pass it on to third parties, unless this is prescribed by law, regulation, notice, or directive of an authority. The Client may release the Certification Body from these obligations in writing. The Accreditation Body of the Certification Body is excluded from the before mentioned obligations.
2. The Certification Body shall conduct the Certification, according to the Certification procedure and award the Certificate in case of a positive result. The Certification Body is also obliged to conduct all the necessary audits for the maintenance of the validity of the Certificate.
3. In case of a negative audit result, the Client is given additional time to withdraw the non conformities that have been found and apply relevant corrective actions. The Certification Body may conduct an additional audit in order to verify the application of the corrective actions. The responsible auditor or the Certification Body's representative shall decide on the extent of the necessary corrective actions. If the Client fails to use the additional time for the application of the corrective actions or if the non conformities found are not possible to withdraw, the audit, and, consequently, the Certification are considered to have a negative result.
4. The Certification Body shall inform the Client after issuance of the Certificate about relevant changes of the Certification procedure immediately affecting the Client.
5. After a positive Certification decision and until the termination of this agreement, the Certification Body shall include the Client's company in the list of TÜV AUSTRIA Certified companies with reference to the activities for which it is certified, unless the Client clearly objects to this.

6. The Certification Body shall give certified clients the needed due notice of any changes in requirements for Certification and verify that each Certified client complies with the new requirements.
7. The Certification Body shall exercise proper control of the property and shall consider inaccurate references in relation to the level of Certification or misleading use of Certification documents, logos or audit reports. The result of this action may lead to the need for corrective actions on behalf of the Client or to suspension, withdrawal of the Certification, publication of the circumvention and, if necessary, legal action.
8. The Certification Body shall take down in writing any complaints by the Client relevant to the Certification procedure. If no agreement can be reached between the Client and the Certification Body, the steering committee of the Certification Body decides on involving the arbitral body.

4. Surveillance Audit.

The Certificate is valid for (3) three years since the date of issue, in case of initial certification or re-certification, as long as surveillance audits are conducted, with a positive result, every year, based on the last date of the certification audit. In particularly justified cases, a surveillance audit in less time may be necessary. The decision for this necessity lies in the discretion of the Certification Body.

In case of a valid Certificate transfer from another Accredited Certification Body, the expiry date of the Certificate that TÜV AUSTRIA will issue, will be the same of the one of the Certificate of the previous Certification Body. Yearly surveillance audits must be conducted, with a positive result, in this case also.

5. Scope of the Right to Use the PNAC logo and the Certificate

1. TÜV AUSTRIA is the owner of the trademark (logo) "PNAC" Which is the regulatory authority in Pakistan. After the issue of the Certificate, the Certification Body gives the Client the right to use the logo PNAC, as shown in para 12 below.
2. The right to use the PNAC logo refers exclusively to the Client's Certified business unit and the specific scope of the Certification. The use of the logo for any other business unit of the Client's company or for any other activity is prohibited.
3. The PNAC logo may only be used in the form depicted in Annex 3. The logo must be easily legible and clearly visible. The Client is obliged to submit respective drafts for the planned use of the logo in company's correspondence documents, promotional material etc. to the Certification Body before using them, in order to be approved.
4. The PNAC logo may only be used by the Client and only with direct reference to the company's name or the company's logo. The Client must not affix the PNAC logo on products or products' packages or use it with regard to products or production procedures. The right to use the logo is limited to the authorized Client and cannot be assigned to any third party or any legal successor of the Client, without prior consent of the Certification Body. If such an assignment is legitimate, a request shall be submitted. There may be a need for a conduction of a new audit.
5. In case of claims against the Certification Body for improper use of the PNAC logo by the Client, the latter, in accordance with the provisions for the producer's responsibility, is obliged to relieve the Certification Body of any third party claim. The same applies also in case of claims against the Certification Body by third parties for improper promotional claims made by the Client.
6. The Client shall use the PNAC logo for competition purposes, in such a way, that the reference to the company is within the Certification context. The Client shall make sure not to create the impression that the Certification was granted after an audit by a state or governmental authority.
7. The Client has no right to make any changes to the Certificates.

6. Termination of the right to use the PNAC logo and the Certificate

1. The right of the Client to use the PNAC logo and to maintain the Certificate shall be terminated immediately, if:
 - the Client does not inform the Certification Body for significant changes in the company's structure or indication of such changes, that have a direct impact on the Certification (e.g. change in legal form, change of company's headquarters address)
 - the result of the surveillance audit, according to Clause 4 of this Agreement, does not justify the maintenance of the Certificate any more
 - the surveillance audits cannot be carried out for reasons the Certification Body cannot justify
 - Bankruptcy proceedings are instituted against the property of the Client or if a bankruptcy petition against the latter is dismissed for lack of assets,
 - the Client does not pay the Certification Body's fee within the prescribed by the Certification Body time limit
 - the Certification or the maintenance of the Certificate is prohibited by a state or governmental authority or by a court.

- The right of the Client to use the PNAC logo and to maintain the Certificate shall be terminated immediately, if the Client uses the PNAC logo in a way contrary to the specified in Clause 5 (2) to 5 (7) or in a way contrary to the provisions of this Agreement. If the requirements of Clauses 5(2) to (7) and 6 are not satisfied, the Certification Body has the right to withdraw and cancel the Certificate.
- In case of termination of the right to use the Certificate, the Client is obliged to return promptly the original of the Certificate to the Certification Body.

7. Warranty

- The issued Certificate certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the standard by which the evaluation is made. The Certificate does not warrant neither certifies the compliance of the quality of the Client's products or services, but only the compliance of the Management System with the related requirements.
- The Certification Body does not warrant that the Client will get, because of the Certification, positive decisions or approvals, by relevant state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations that can conclude on the Client's company or products. Granting of the Certificate does not warrant the success in undertaking by the Client of projects, in the public or the private sector, for which the Certification is a prerequisite.

8. Responsibility of the Certification Body

- The Certification Body is responsible for any damage caused to the Client, which is related to the audit, the Certification and the granting of the right to use the PNAC logo and is caused by fault or gross negligence of the Certification Body. The Certification Body's responsibility is limited to ten times of the paid remuneration.
- The issued Certificate certifies that the Client satisfies at the specific time (time of the on-site audit) the requirements of the standard by which the evaluation is made. The Certification Body has no responsibility if the Client does not apply constantly the Certified Management System. The Certificate does not warrant neither certifies the compliance of the quality of the Client's products or services, but only the compliance of the Management System with the related requirements. The Certification Body is not responsible for any changes in the Client's company that affect the Management System, for which the Certification Body is not informed.
- The Certification Body conducts the audits of the Management System according to ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 Standard and does not at any case substitute the control of state or governmental authorities, regulatory bodies, other technical inspection bodies or similar organizations.
- If a claim is filed against the Certification Body by a third party, because of circumstances out of the sphere of the Certification Body, the Client shall hold the Certification Body harmless against any liability. In any case, the Certification Body has the right to demand from the Client refund for any compensation paid to third parties for anything beyond the Certification Body's responsibility and anything that is not relevant to the Certification.

9. Duration.

- This Agreement comes into force upon signature by both parties and is valid for (3) three years after the date of signature in case of initial certification or re - certification.
In case of a valid Certificate transfer from another Accredited Certification Body to TÜV AUSTRIA this Agreement covers the validity of the transferred Certificate, and also the three years of validity of the new Certificate which will be issued after a re – certification audit with a positive result.
- The right for immediate termination for an important reason, is not affected. An important reason is considered especially when there are the conditions for the termination of the right to use the TÜV AUSTRIA logo or the Certificate, as specified in Clause 6 of this Agreement.

10. Notifications.

Any document relevant to this Agreement, including any judicial documents, will be lawfully delivered to the address declared in this Agreement even if it (residence or company's headquarters) is shut down or the parties have abandoned them, unless one party notifies the other for a change of residence or headquarters' address. In that case the new address will be considered as valid for the above communication.

11. Partial invalidity, written form

- Any changes and amendments of this Agreement must be written in order to be legally effective. All terms of this Agreement are considered as essential.
- If one or more terms of this Agreement become invalid, this does not mean the whole Agreement is invalid. The parties should replace the invalid term(s) with reference to the principles of good faith and best working practices and according to this Agreement. Any delay or failure on behalf of the Certification Body to exercise its rights, cannot be considered as a resignation from these rights.

12. Applicable Law – Jurisdiction

Both parties agree that venue for any action in connection with this Agreement shall be Athens. This Agreement shall be governed and construed in all respects in accordance with Law of Pakistan.

Display of PNAC mark.

 TÜV AUSTRIA EN ISO 9001:2015	 PNAC Pakistan National Accreditation Council CB 001 QMS
 TÜV AUSTRIA EN ISO 14001:2015	 PNAC Pakistan National Accreditation Council CB 001 EMS
 TÜV AUSTRIA ISO 45001:2018	 PNAC Pakistan National Accreditation Council CB 001 OHSMS