

Certification Agreement for Product Certification Services

The purpose of this document is to ensure that the obligations and responsibilities of the certification body and the client are clearly defined.

Client Obligations:

1. To always fulfil the certification requirements¹ including implementing appropriate changes when they are communicated by the certification body.
2. To continue to fulfil the product requirements, where certification applies to ongoing production.
3. To make all the necessary arrangement for
 - The conduct of the evaluation (the activities that need to be performed in order to determine conformity assessment)
 - The conduct of surveillance (if required)
 - Providing the ability for the certification body to examine documentation and records, and give access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors
 - Investigation of complaints
 - The participation of observers, if applicable.
4. To make claims regarding certification consistent with the scope of certification (i.e the product(s), process(es), or service(s) for which the certification is granted, the applicable certification scheme, and the standard(s) and other normative document(s), including their date of publication, to which it is judged that the product(s), process(es) or service(s) comply.
5. To not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification that the certification body may consider misleading or unauthorized.
6. To discontinue its use of all advertising material that contains any reference thereto and takes action as required by the certification scheme (e.g the return of certification documents) and takes any other required measure.
7. To only reproduce certification documents in their entirety, or as specified in the certification scheme, if copies of documents are provided to others.
8. To comply with all the requirements of the certification body or as specified by the certification scheme when making reference to its product certification in communication media such as documents, brochures or advertising.
9. To comply with any requirements that may be prescribed in the certification scheme relating to the use of marks of conformity, and on information related to the product.
10. To keep a record of all complaints made known to the client relating to compliance with certification requirements and make these records available to the certification body when requested.
11. To take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification, and document the actions taken.
12. To inform the certification body, without delay, of any changes that may affect its ability to conform with the certification requirements, including but not limited to the following:
 - The legal, commercial, organisational status or ownership,

¹ Certification requirements include requirements imposed on the client by the certification body and can also included requirements on the client by the certification scheme. These do not include requirements imposed on the certification body by the certification scheme. This may include but is not limited to signing the certification agreement, paying fees, providing information about changes to the certified product, providing access to certified products for surveillance activities.

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- The organisation and management (eg key managerial, decision making or technical staff),
- Modifications to the product or the production method,
- Contact address and production sites,
- Major changes to the quality management system.

Certification body obligations:

13. To undertake all certification activities impartially, not allowing commercial, financial or other pressures to compromise impartiality.
14. To identify risks to its impartiality on an ongoing basis and take mitigation measures to eliminate or minimise such risks.
15. To not offer or provide management system consultancy or internal auditing to its clients where the certification scheme requires the evaluation of the client's management system.
16. To not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organisation is used.
17. To perform all certification activities in a non-discriminatory way, and make its services accessible to all applicants whose activities fall within the scope of its operations.
18. To notify the client that evaluation activities in the process of product certification may be outsourced and provide the client with the opportunity to object to this for their specific product certification services.
19. To treat all information received during the performance of certification activities as confidential (except for information that the client makes publicly available, or when agreed between the certification body and the client, or when the certification body is required by law).
20. To make information about the rights and duties of applicants and clients available on request, as well as information in respect of procedures for handling complaints and appeals.
21. To exercise the control as specified in the certification scheme over ownership, use and display of licenses, certificates, marks of conformity and any other mechanisms for indicating a product is certified.
22. To deal with any incorrect references to the certification scheme, or misleading use of licenses, certificates, marks or any other mechanism for indicating a product is certified, found in documentation or other publicity.
23. To determine and implement the appropriate action² when a nonconformity with certification requirements is substantiated, either as a result of surveillance or otherwise.
24. To take actions specified by the certification scheme and make all necessary modifications to formal certification documents, public information, authorisation for use of marks etc, if certification is terminated (by request of the client), suspended or withdrawn, or scope reduced, in order to ensure it provides no indication that the product continues to be certified.
25. To notify the client of the actions needed to end suspension and restore certification of the product(s) in accordance with the certification scheme.
26. To acknowledge receipt of a formal complaint or appeal, to gather and verify all necessary information (as far as possible) not involving anyone involved in the certification activities under question, before giving formal notice of the outcome to the complainant or appellant, and taking all subsequent action needed to resolve the issue.

Toby terms and conditions of business apply, accessible via this link:
<https://toby-lab.com/tengbiaoen/CertificationAgreement>

² Appropriate actions can include the following: (a) continuation of certification under conditions specified by the certification body (eg increased surveillance); (b) reduction in the scope of certification to remove nonconforming product variants; (c) suspension of the certification pending remedial action by the client; (d) withdrawal of the certification.

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