

The applicant organization (hereinafter referred to as Client) upon signature on the Application for Certification shall abide by the rules and conditions laid down herewith and shall take necessary measures to correct any violations noticed by FCI and/or brought to the knowledge of FCI by parties concerned with the certification.

## 1.0 DEFINITIONS

Where used in the rules and conditions, the terms listed below shall have the following meaning:

<b>FCI</b>	<b>Frontier Certification International</b>
<b>Client</b>	An applicant organization or a individual applying to FCI for certification of the management system
<b>Certification</b>	The decision by FCI that the client's management system meets the requirement of the specific standard
<b>Management System Standard</b>	Any recognized commercial, national or international standard governing management systems e.g. ISO 9001, ISO 14001, OHSAS 18001, ISO 45001, ISO 22000 etc.
<b>Certificate of compliance</b>	Document issued upon certification to recognize that the management system has been assessed by FCI and found to meet the requirements of the management system standard appearing on the Certificate for the scope of certification. Each Certificate bears a Certificate number, issue date and expiry date, company name, address and scope of certification. The Certificate of Compliance cannot be transferred to any other organization

## 2.0 Introduction to FCI

Frontier Certification International WLL is an independent third-party certification body.

### Confidentiality & Impartiality Policy of FCI

FCI management and staff are committed and work on principles of impartiality, transparency in operations and confidentiality. FCI understands the importance of impartiality in carrying out management system certification activities, manages conflict of interest and ensures the objectivity of its management system certification activities. We take affirmative action on complaints and appeals.

#### FCI

- a. Conformity assessment activities shall be undertaken impartially. FCI is responsible for the impartiality of its conformity assessment activities and shall not allow commercial, financial or other pressures to compromise impartiality.
- b. Undertakes to safeguard the confidentiality of client information obtained in the entire certification process or obtained through sources other than client. All personnel of FCI and those acting on its behalf shall adhere to this principle of confidentiality.
- c. Ensures that list of certifications granted, under suspension, withdrawn or expired for the previous month is made publicly available on FCI website. Accreditation Body of FCI reserves the right to access the client audit files. For any other client information that FCI intends to place in public domain or disclose to a third party, explicit permission to do so shall be obtained from the client. In case FCI is required by law to release confidential information to a third party it shall notify the client or the individual concerned unless regulated by law.
- e. Upon request from any interested party, through FCI website or otherwise, shall provide information about geographical areas it operates, status of a given certification as well as the name, related normative document, scope and geographical location (city and country) for a specific certified client. However, such information shall be provided only after verifying the genuineness of the request.
- f. Has well established resources to ensure secure handing of all confidential information.
- g. All Activities of FCI shall be impartial and they are subject to scrutiny and review by an Independent Committee for Safeguarding Impartiality each year during management review.

## 3.0 Contract Review

For the contract review FCI will seek information in its (Request for Quote) RFQ format to-

- a. Determine if the offered certificate is within the scope of accreditation and make sure that needed auditing competence is available with it for the required scope.
- b. Determine the effective manpower at the client facility to be audited to calculate the audit man-days required. Ref IAF MD 5; IAF MD 1; IAF MD 11; IAF MD 19.
- c. The man-days calculated in this review are subject to change based on the perception of the auditor in the stage 1 audit. This may also happen during any surveillance audit if the client organization has undergone any significant change to necessitate this change.
- d. For any significant change in the number of man-days required for the audit, the client will bear the cost of the

increased number of man-days.

- e. Upon client request, FCI shall provide audit time determination and the justification.

#### 4.0 Upon acceptance of FCI as its Certification body the client shall-

- a. Issue the required document to accept the financial terms and conditions
- b. Sign an agreement with FCI
- c. Mutually decide with FCI the timeframe for the certification process.
- d. The client shall comply with any changes to the requirements of certification as notified by FCI to its certified clients from time to time as these changes become applicable. Client shall ensure that such changes are complied within stipulated time frame. FCI shall verify that each certified client complies with the new requirements. Details of such changes shall also be made publicly available on FCI web site.

#### 5.0 Normative requirements for certification

- a. The organization to be certified should be a legal entity.
- b. The organization should comply with all applicable statutory and regulatory requirements.
- c. The organization should have a documented and implemented management system in accordance with the selected scheme of certification.
- d. It should have conducted at least one cycle of internal audit covering all requirements of the management system standard followed up by a Management review prior to the initial certification audit by FCI.
- e. It should have nominated a management representative.

#### 6.0 The client undertakes to-

- a. Inform FCI, without delay, of major changes to client management that affect the current status of certification to enable FCI to evaluate the same. For example, changes related to contact details, organization, ownership, business activities, scope of operation, locations, processes (e.g. addition or deletion of design function), legal / commercial status of the organization etc.
- b. Extend necessary cooperation during the assessment and provide information on health, safety and environmental requirements to be fulfilled by FCI auditors including appropriate office space for working.
- c. Allow FCI Auditors to perform audit as per schedule and provide access to technical experts / interpreter / observers (from FCI or Accreditation Body, where necessary), as well as access to documents, records and sites in order to assess the management system to determine compliance /continuing compliance to the designated standard and provide information necessary for evaluation by FCI.
- d. Provide necessary auditable documents as requested by FCI well in advance of the audit.
- e. Allow short notice audits (refer to section 12.0 of this document).
- f. Maintain a complete and clear record of all received complaints, Environmental or Occupational Health and Safety incidents resolution thereof and provide access to FCI to evaluate action taken.
- g. Provide access to investigate into any complaints received by FCI from any interested parties.
- h. Ensure that the Certificate of compliance, Certification mark or audit report, or any part thereof issued by FCI, is not used in a misleading manner violating rule prescribed by FCI and accreditation body.
- i. Comply by the FCI transition policy for the revised normative standards / audit criteria (for example, ISO 45001:2018 and ISO 22000:2018 transition policy, which is already published on the FCI web site)
- j. The Certificate or Audit Report issued by FCI shall always be used, reproduced, published and distributed in entirety.
- k. Inform FCI, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

#### 7.0 Certification audit (Initial audit)

The flow chart for the entire certification process is on page 6. The initial certification audits for all new applications are performed in two parts (Stage 1 and Stage 2).

##### STAGE 1

**The stage 1 is conducted by making a visit to the client premises and covers the followings:**

- a. Review the client's management system documented information against audit criteria
- b. Evaluate the client's location and site-specific condition and to undertake discussions with the client's personnel to determine the preparedness for the stage 2 audit.
- c. To review the client's status and understanding regarding requirements of the standard, in particular with respect to the identification of key processes, objectives, key performance indicators, significant aspects-risks, and operational controls as applicable.

- d. Collect necessary information regarding the scope of the management system, processes and location(s) of the client, outsourced processes exclusion and justifications and related statutory aspects and compliances (e.g. legal aspects of quality, environmental and safety related client's operation, etc.)
- e. Obtain necessary information regarding the scope of the management system, such as sites, processes and equipment used, levels of controls established (particularly in case of multisite clients) and applicable statutory and regulatory requirements
- f. Review the allocation of resources for stage 2 audit and agree with the client on the details.
- g. Provide a focus for planning the stage 2 audit by gaining a sufficient understanding of the client's management system and site operation in the context of possible significant aspects.
- h. Check if the internal audits and management review are performed and the level of implementation of management is adequate
- i. In case any discrepancies are noticed, the Lead Auditor (LA) will give suitable findings and the client shall have close the gaps and inform FCI before taking of the stage 2 audits. If any significant changes which would impact the management system occur, FCI shall consider the need to repeat all or part of stage 1. If sufficient confidence is not perceived by the audit team, results of stage 1 may lead to postponement or cancellation of stage 2.

## STAGE 2 Audit

Client management system is assessed to establish effectiveness of the implementation of the system across the organization by taking samples of records, reviewing/witnessing on-going process/ operations and by interviewing personnel performing the tasks. Any significant finding of stage 1 is taken into consideration while finalizing the audit plan for stage 2. NCRs of stage 1 are reviewed and closed. Stage 2 audit shall address the following, as a minimum:

- a. Information and evidence about conformity to all requirement of the management system standard.
- b. Performance monitoring, measuring, reporting and reviewing against key performance objectives and targets. Performance as regards legal compliance.
- c. Operational control of the client's processes
- d. Internal auditing and management review.
- e. Management responsibility
- f. Links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions.

At the end of the stage 2 audit, the LA shall present the audit findings to the client management and also inform the audit recommendation to the FCI Certification Decision Committee. The classification of audit findings is explained to the client during the opening and at the closing meeting. The non-conformance(s) are documented in the format for non-conformance note (NCN) and issued to the client for initiating investigation and action. The client is expected to propose corrective actions for each NCN issued. The LA will make his recommendation only when the proposed corrective actions are acceptable to him/her. Depending on the nature of the findings the LA may indicate the requirement of a follow-up audit prior to recommending for certification. Follow-up audit shall be performed on agreed date(s) and fees charged as per agreed man-day rates in the accepted quotation.

If FCI is not able to verify the implementation of corrections and corrective actions of any major nonconformity within 6 months after the last day of stage 2, another stage 2 audit shall be conducted prior to recommending certification.

The LA may modify the scope of certification based on the audit findings.

An audit may be aborted only in extra ordinary situations, the decision for which shall be taken by the LA in consultation with the client.

## 8.0 Certification decision

The Certification Decision Committee shall make the final decision for granting certification. The LA shall forward the audit report and other documentation for review by the certification decision committee clearly stating the audit recommendation. When recommendation is approved by the committee a Certificate of Compliance shall be issued by FCI. The decision committee may seek additional clarifications from the LA or the client before accepting the recommendation. A draft Certificate of Compliance shall be forwarded to the client for review prior to issue of the Original Certificate. The Certificate of Compliance shall be valid for a period of three years from certification date. The validity of the certificate is verified at least yearly in surveillance.

## 9.0 Surveillance audits

After Certification, surveillance audits will be carried out at intervals indicated in the accepted quotation. Surveillance audits are carried out periodically to verify that the certified management system continue to comply with the requirements and are effectively in place. Non-conformances identified during the Surveillance audits shall be documented and classified as described in 7.0 above. The Surveillance audit program shall address, as a minimum:

- a. internal Audits and management review,
- b. a review of actions taken on nonconformities identified during the previous audit,
- c. handling of complaints,
- c. effectiveness of the management system with regard to achieving the established objectives,
- e. progress of planned activities aimed at continual improvement,
- g. continuing operational control.
- g. review of any changes,
- h. use of certification marks and/or any reference to certification.

The LA shall submit the audit report and providing recommendation for continual validity of certification to the FCI certification decision committee. First surveillance shall be conducted between 9<sup>th</sup> and 12<sup>th</sup> month of the certification/recertification audit.

## 10.0 Recertification

Before the expiry of the existing certificate, fresh contract review shall be carried out. FCI will have an extensive relook at the client's management system during recertification audit. It will be binding for the client to have recertification audit, close all resulting major NCs (if any) and propose correction - corrective action plans for any minor NCs before expiry of the existing certificate.

If FCI has not completed the recertification audit or is unable to verify the implementation of corrections and corrective actions for any major nonconformity prior to the expiry date of the certification, then recertification shall not be recommended and the validity of the certification shall not be extended.

Following expiration of certification, the FCI can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 shall be conducted. The effective current date on the certificate shall be on or after the recertification decision and the expiry date shall be based on prior certification cycle.

Upon request by client, FCI can keep the original certification date on the certificate when a certificate lapses for a period of time. In such cases, the renewed certificate shall indicate:

- the current certification cycle start and expiry date
- the previous certification cycle expiry date and the date of recertification audit

## 11.0 Scope expansion or reduction

Upon request by the client for scope expansion, fresh contract review shall be performed. Special audit may be planned for such expansion or may be clubbed together with upcoming surveillance audit. Stage 1 and stage 2 requirements shall be verified during the audit for the requested extended scope. Compliance to the requirements would result in issue of revised certificate with extended scope.

Client may request for scope reduction voluntarily. In such cases, it may not be necessary to conduct special audit, unless the reduced scope is exclusive of the existing scope in defining client's business activity.

During any audit, if the LA is not provided with sufficient evidence of documentation and implementation of a part of the certified scope, LA has right to recommend to the decision committee to reduce the scope by eliminating that part of the scope for which evidence was not made available.

## 12.0 Transfer of certification

FCI may accept to transfer the existing certification under following conditions:

- Pre-Transfer Review shall be made to verify the validity of the existing certificate and to confirm that the current certification is not under threat of suspension or withdrawal.
- Pre-Transfer Review may be done through a review visit if deemed necessary.
- Transfer will be accepted only if requirements of IAF MD 02 (Transfer of Accredited Certification of Management Systems) are complied with.
- Based on the acceptance of Pre-Transfer Review; Transfer Audit will be conducted, which will be according to the Certification cycle of the organization (i.e. Re-Certification or Surveillance Audit)

## 13.0 Short notice audits

It may be necessary for FCI to conduct short notice / unannounced audits of certified clients at short notice under following circumstances:

- to investigate complaints from clients or other interested parties of the certified client
- to verify and validate the integrity of the client management system in case of significant changes to the client management system / organization

Because of the lack of opportunity for the client to object to audit team members, FCI ensures that the members of audit team assigned have not been party to any complaint or appeal from the client under consideration.

## 14.0 Suspension, restoring or withdrawal of Certificate

FCI certification decision is final binding on the client and FCI shall have full right to suspend a certification, reduction of scope of Certification. Suspension of certification can occur when one or more of the following situations, as applicable,

- a. Unresponsiveness of the client to the audit notifications and non-cooperation in conduct of surveillance audits in time.
- b. No actions/objective evidence submitted on major non-conformity (nonconformity that affects the capability of the management system to achieve the intended results) issued during re-certification and/or Surveillance audits within the specified time.
- c. Recurring major non-conformity noticed by the audit team indicating ineffective controls.
- d. Failure of the client to inform FCI of any major changes in its organization that may affect the status of certificate.
- e. No evidence of conducting planned internal audit and/or management review in two successive surveillance audits.
- f. FCI comes to know that the client no longer complying with the FCI Rules of Certification and/or found misusing the Certification Marks or Certificate or Scope of Certification is misreported.
- g. If FCI learns of any legal / public action against the client that violates the credence of certification.
- h. Payment is overdue
- i. Certified client has voluntarily requested a suspension

The status of suspension of any client has validity for maximum of 6 months after which the certificate will be withdrawn unless the conditions for which the suspension was enforced are effectively reversed, that may be verified through a short notice audit. On confirmation that the conditions resulting in suspension are reversed, suspension will be lifted (certification will be restored) by FCI.

**Withdrawal of Certificate:** The client shall comply with post withdrawal actions requested by FCI within the time frame determined by FCI. Withdrawal will necessitates that -

- a. The client has to return the original certificate and
- b. Discontinue with immediate effect the certification and accreditation marks and confirm the same failing which FCI may take recourse of a legal action.

If the client wants Certification again (for the Certificate withdrawn or automatically expired) fresh application review followed by initial audit would be required. The original date and unique number of the withdrawn Certificate shall not be carried forward to the new Certificate.

## 15.0 Requirements for use of Certification mark and reference to certification

- a. FCI has established rules for use of Certification mark.
- b. Clients that hold certification shall be provided with soft copy of FCI Certification mark. FCI Certification mark may be used in conjunction with the accreditation body mark (only if provided by FCI). The applicable rules for use of marks issued by accreditation body will be valid at all times.
- c. For an accredited certified client when the combined mark of FCI and accreditation body is issued, the size of the accreditation body mark must not exceed the size of the FCI Certification mark. These shall always be printed side by side.
- d. The certification mark shall be used only on correspondence, Letter heads, visiting cards, advertising, website and promotional material and must not be directly used on products and product packages. The mark shall not be more conspicuous compared to the certified client logo. (Note: Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product).
- e. Promotional or informative statement used to communicate the certified status shall include reference to identification of certified client, type of management system, applicable standard and FCI. The statement shall in no way imply that the product, process or service is certified by this means.
- f. Proportional increase shall be allowed on stationary of larger size than A4. Client shall ensure that the marks, including the standard and the Certificate number are legible with no distortion or overlapping.
- g. The Certificate marks shall be used only as per color specified in FCI rules.
- h. The certified organization undertakes to discontinue any use of certification mark that is unacceptable to FCI and any form of statement that in the opinion of FCI might be misleading.
- i. Upon withdrawal of the Certification by FCI the client shall immediately discontinue use of all marks. The client shall not use certification in such a manner as to bring FCI into disrepute.
- j. FCI shall initiate direct communication with the client to rectify any misuse of the Certification mark and/or certification mark or improper reference to certification noticed by their auditors including those violations brought to the notice of FCI by any interested parties and general public subject to thorough investigation as per laid down procedures. Failure to address or rectify reported misuse might lead to suspension and ultimately withdrawal of Certification.
- k. The Certification Mark shall be issued by FCI through FCI-F-40 and specific terms and conditions shall be described in the document.
- l. The Certification mark shall not be applied by certified clients to laboratory test, calibration or inspection reports or certificates.
- m. The certified client shall amend all advertising material when the scope of certification has been reduced.

## 16.0 Appeal and Complaints

Definition of Appeal: Client request for reconsideration of a decision, FCI has made relating to certification result.

Definition of Complaint: Communication from client (or other interested party) expressing dissatisfaction, other than appeal, relating to the activities of FCI, where a response is expected.

FCI website has provision for lodging Appeal / Complaint. Processes at FCI ensure that complaints / appeals are received, evaluated and validated impartially. Validated complaints are investigated impartially to determine and ensure that effective corrective action(s) are taken, where applicable. Appeals are handled and investigated impartially by Appeals Committee. The committee may hear evidence from the client representative.

FCI ensures to acknowledge the receipt of complaint / appeal and further keep the complainant / appellant informed about the status of proceedings of complaint / appeal handling process until the end of the process. FCI shall ensure that the decision to be communicated to the complainant or appellant are made by, or reviewed and approved by, individual(s) not involved in the certification activities in question.

FCI shall be responsible for all decisions at all levels during handling complaints and appeals. FCI shall ensure that investigation and decisions on appeal / complaint do not result in any discriminatory actions against the appellant/ complainant.

In the event of any valid complaint about a certified client, FCI shall refer to the certified client in question at an appropriate time. Detailed procedure could be made available to the interested party on request.

## 17.0 Fee Structure & Terms of Payment

Fees and associated costs shall be paid as per rates agreed in the quotation. All payments shall be made within 30 days from the date of invoice. Certificate of Compliance or Certificate of Continuation shall not be issued by FCI unless all payments as per invoice are made as above. Commission, bank transfer charges or similar expenses incurred while effecting payment shall be borne by the client.

## 18.0 Limits of Liability

In any hitherto unforeseen situation for any claim, loss, damage or expense however arising, FCI's liability to the client shall in no circumstances exceed the fee amount paid by the client to FCI. Under no circumstances FCI be liable for any consequential losses. FCI is covered by professional insurance for this.

FCI gives its certified clients due notice of any changes to its requirements for certification. This information is made available either through FCI portal or through communication by email individually / collectively (For example, the Transition Policy for ISO 45001:2018 & ISO 22000:2018 has already been published on the portal). FCI ensures and shall ensure to verify that each certified client complies with the new requirements.

FCI implements Certification Agreement and also this Rules of Certification to ensure that the certified client informs the certification body, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification.

## 19.0 Indemnification

The client will completely indemnify FCI against any loss suffered by it.

## 20.0 Revisions

FCI completely reserves the right to amend and/or revise this "Rules of Certification" and conditions stipulated herein and any other associated procedure or documents of FCI. [www.fci-qatar.com](http://www.fci-qatar.com). Any unforeseen situation will be dealt with by CSM, CEO and / or the Committee in the ascending order of responsibility, authority and gravity.