

TECHNICAL CONDITIONS FOR INSPECTION AND CERTIFICATION

I GENERAL

- 1.1. In the present conditions the term “CERTIFER” refers to the company that makes the offer or to each company implied in the joint offer.
- 1.2. The present conditions describe all inspection and certification services offered.
- 1.3. The present conditions cover the rights and duties of CERTIFER and its customers and forms an integral part of the contract. If multiple sites are involved, the legally enforceable agreement is signed with the customer holding authorised signatory for the sites or with each and every site.
- 1.4. No printed or handwritten clause of any nature or origin whatsoever, contrary to the regulatory and normative requirements applicable to CERTIFER as a conformity assessment, inspection, and certification body, or to CERTIFER’s specific conditions, may be opposed to CERTIFER.
- 1.5. As for its missions under accreditation or recognition, the regulations specify that auditors, competent bodies, national authorities, recognition bodies or accreditation bodies may audit the files related to these missions, including the information provided by the customer for evaluation.

II RIGHTS AND DUTIES OF CERTIFER

- 2.1. CERTIFER is responsible for the management of all information obtained or created during the performance of assessment activities. CERTIFER informs the customer, in advance, of the information it intends to place in the public domain. Except for information that the customer makes publicly available, or when agreed between CERTIFER and the customer (e.g. for the purpose of responding to complaints or for the purpose described in clause 2.3 below), all other information is considered proprietary information and shall be regarded as confidential.
- 2.2. When CERTIFER is required by law or authorised by contractual commitments to release confidential information, CERTIFER shall notify the customer or individual concerned of the information provided, unless prohibited by law.
- 2.3. Information created during the assessment activities may be shared with other CERTIFER companies for the purpose of continuous improvement of CERTIFER services only.
- 2.4. Information about a particular certified customer or individual shall not be disclosed to any other third party than CERTIFER companies without the written consent of the concerned certified customer or individual.
- 2.5. CERTIFER takes into account the risks associated with the assessment and applies mitigating actions when needed.
- 2.6. Issuance, maintenance or renewal of a report or a certificate may only be carried out in accordance with the applicable regulations and procedures of CERTIFER.
- 2.7. CERTIFER undertakes to provide the required resources for the inspection and certification services offered.
- 2.8. CERTIFER undertakes to respect the safety regulations in force in the locations where the activities are performed.
- 2.9. CERTIFER undertakes to respect the agreed deadlines for carrying out the assessment activities under condition that the customer respects the agreements for the timely provision of the necessary documentation and information.
- 2.10. CERTIFER is explicitly exonerated from any responsibility of any assessment in case of failure of the product or incomplete communication of data, as well as, if the information does not correspond to the real situation.

III RIGHTS AND DUTIES OF THE CUSTOMER

- 3.1. not introduce the same request to another body. Alternatively, the customer declares that the assessment has already been carried out and provides assessment reports with the assessment results (including open points if any);
- 3.2. provide or ensure access to all necessary documentation for the assessment activities;
- 3.3. consistently achieve the intended results of implementation of the management system standard and conformity with the requirements for certification;
- 3.4. always fulfil the certification requirements, including implementing appropriate changes in the certification scheme when they are communicated by the certification body;
- 3.5. ensure that the certified product continues to fulfil the product requirements if the certification applies to ongoing production;
- 3.6. make all necessary arrangements, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and customer’s subcontractors, for:
 - the conduct of the evaluation and surveillance (if required) for product certification;
 - the conduct of initial, surveillance and recertification audits for management system certification;
 - unexpected visits (if required);
 - the realisation of the assessment free of risk (including awareness of safety regulations and the on-site risks);
- 3.7. make all necessary arrangements for:
 - the investigation of complaints;
 - the participation of observers, if applicable;
- 3.8. authorise CERTIFER to archive according to its own procedures all the data submitted and used during the assessment in full respect of the confidentiality and deontological agreement;
- 3.9. communicate certification results in respect to § IV ‘Use of certificate’;
- 3.10. provide documents reproduced in their entirety if copies of the certification documents are provided to others;
- 3.11. comply with the requirements of CERTIFER when referring to its product certification in communication media such as documents, brochures, or advertising;
- 3.12. comply with any requirements that may be prescribed by CERTIFER, the accreditation body, the recognition authority and the European Union Agency for Railways (ERA) or to any other legal requirements relative to the use of marks of conformity, and on information relative to the product;
- 3.13. keep a record of all known complaints, relating to the compliance with certification requirements, and make these records available to CERTIFER upon request, and:
 - take appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification;
 - provide evidence of the actions taken;
- 3.14. take corrective action, if the approved system is subsequently found to be non-conforming or to be hazardous;
- 3.15. notify CERTIFER of any situation where an approved system could lead to a potential hazard;
- 3.16. inform CERTIFER, without delay, of changes that may affect its ability to conform with the certification requirements.
Examples of changes:
 - *ownership or legal, commercial, and/or organisational status;*
 - *organisation and management (change of key personnel such as managers, decision-makers, or technicians);*
 - *changes in the product or production method and scope of operations;*
 - *significant changes to the quality management system;*
 - *contact address and sites.*
- 3.17. The customer has the right to contact the Committee for Safeguarding Impartiality in the event of detecting discriminatory or non-impartial behaviour on the part of CERTIFER. This inform is to be sent to group.quality@certifer.eu.

IV USE OF CERTIFICATE

4.1. Normal use of the certificate

With a valid certification, the customer is entitled to use the certificate, subject to correct and appropriate use.

The customer declares that its products or systems are certified solely for the scope of the certification granted.

The customer shall make every effort to ensure that no certificate shall be used, whether wholly or partially, in a manner liable to induce error.

The customer shall not make or permit any use of the certification and shall make no statement concerning this certification that CERTIFER might judge to be unauthorised or liable to induce error.

4.2. Termination, suspension, withdrawal and reduction of the certification

In the event of termination, suspension or withdrawal of the certification, the customer shall cease to use any advertising material claiming certification immediately and shall return to CERTIFER any certification documents requested.

For management systems “under suspension” means that the customer’s management system certification is temporarily invalid.

The customer shall amend all advertising matter when the scope of certification has been reduced.

4.3. Abusive use of the certificate

The following is judged to be unauthorised or liable to induce error (non-exhaustive list):

- a. all incomplete or inaccurate communication of documents issued by CERTIFER such as certificates, annexes to the certificate, assessment reports;
- b. all communication of documents issued by CERTIFER such as certificates, annexes to the certificate, assessment reports when the certificate is terminated, suspended or withdrawn;
- c. all use of a communication medium (declaration of conformity, technical document, brochure, article, film, etc.) created by a body other than CERTIFER, when it is issued before the effective date of the certificate and suggests that the certificate has been awarded;
- d. all publication of a communication medium (declaration of conformity, technical document, brochure, article, film, etc.) created by a body other than CERTIFER which may introduce ambiguity or incompleteness in the information published on the following:
 - *the identity and address of the certificate holder;*
 - *the certification standards;*
 - *the description of the certified product;*
 - *the certification process;*
 - *the validity end date of the certificate;*
- e. the distribution of products deemed certified, while modifications likely to affect their conformity have not been evaluated and accepted in writing by CERTIFER;
- f. all intentional abusive declaration of a CERTIFER certificate in order to obtain a commissioning authorisation or an authorisation for placing in service from competent authorities, an infrastructure manager or a railway undertaking;
- g. any intentional abusive declaration of a CERTIFER certificate, with a view to placing it on the market.

4.4. Exclusion of CERTIFER’s liability

The use of a cancelled, suspended or withdrawn certificate automatically releases CERTIFER from any liability.

V USE OF CERTIFER LOGO AND TRADEMARK AND REFERENCE TO ACCREDITATION

CERTIFER does not authorise its customers to refer to its trademark nor its accreditation by means other than the full reproduction of the reports or certificates it has issued.

VI COMPLAINTS AND APPEALS

As “complaint” is considered any expression of dissatisfaction or grief issued, other than appeal, expressed by an interested party concerning any delivered activity or result of delivered activities by CERTIFER. Any complaint shall be addressed to CERTIFER no later than 3 months after the event took place.

As “appeal” is considered any complaint or disagreement issued by an interested party against the decision taken by CERTIFER acting as certification body. Any appeal shall be addressed to CERTIFER no later than 3 months after the certification decision is taken.

Every submission of a complaint or an appeal is subject to a follow-up and monitoring and is registered. The outcome of the analysis of each formal complaint or appeal forms the basis of a continuous improvement action.

Complaints and appeals procedure:

- Complaints and appeals are registered, and the receipt is acknowledged to the complainant / appellant.
- An analysis of the complaint / appeal is performed to evaluate whether it is related to CERTIFER (certification) activities.
- In case it is deemed nonrelated to CERTIFER (certification) activities, the complainant / appellant will be informed within one week.
- In case the complaint is deemed related to CERTIFER activities, a Complaint Manager will analyse the complaint. The complainant will be informed in writing of the actions taken in the processing of the complaint.
- In case the appeal is deemed related to CERTIFER certification activities, persons responsible to manage the appeal shall be chosen (these persons will be called Appeal Manager) and communicated to the appellant, within 10 days from receipt of the appeal. The appellant may object to one or more names of the Appeal Manager in writing within 10 days after the notification of the names. The Appeal Manager will analyse the appeal. The appellant will be informed in writing of the decision if the appeal is accepted or refused completed with either the actions taken, or the description of the relevant verifications performed.
- If no resolution has been found and if the assessment is performed under accreditation, the complainant or appellant can introduce its complaint or appeal related to the accredited activities to the accreditation body.

APPENDIX 1: MANAGEMENT SYSTEM CERTIFICATION PROCESS

This appendix is only valid if the company or companies referred to in clause 1.1 provide management system certification.

The certification process of a management system works according to a 6-stage plan:

1 Request for Certification

During this stage, the customer describes the exact scope of the requested certification and the context in which the organisation is operating. As a support CERTIFER offers different adapted forms containing the required data to complete.

2 Evaluation and offer

Based on the obtained information CERTIFER will draft an offer that suits the customer's needs provided the requested certification is part of CERTIFER's scope of services. The offer will contain an assessment plan describing the planning of the evaluation, being the certification audit and the associated surveillances during the certification cycle, and the requirements for renewal.

3 Audit

The audits will follow a standard process:

- Stage 1: Contains the evaluation of the readiness for certification during the certification audit and a documentary audit or an identification of changes during the subsequent audits. The audit agenda for the Stage 2 audit will be drafted. Such stage 1 audit will generally be performed in CERTIFER's offices prior to the Stage 2 audit, but in certain situations it may be necessary to organise a visit to the premises of the customer.
- Stage 2: This is the effective evaluation of the conformity with the requirements of the standard or the directive. This evaluation will always be performed on the premises of the customer unless circumstances require remote auditing.

For each part of the audit an audit report will be written.

4 Certification decision

Based on the Stage 2 audit report, the objective evidence collected during the audit and the conclusion of the Auditor or Inspector, the Certification Committee will take the decision concerning the granting of the certificate for the audited system. The certificate will have a validity as prescribed by the appropriate certification scheme. (This can be 1, 2, 3 or 5 years).

5 Surveillance

Depending on the duration of the certification cycle and the requirements of the certification scheme, one or more surveillance audits may be planned and executed. These audits will contain the stages 1 and 2 of the certification audit. Depending on the certification scheme the extent of the stage 1 audit may vary. For large or multisite organisations, a sampling can be applied.

6 Renewal of the certificate

At the end of a certification period, a renewal is performed. The same steps are followed for this as for the initial certification cycle as described above. Usually, the renewal is started 3 months before the expiry of the valid certificate, so that a decision to recertify can be taken by the Certification Committee before the expiry of the current certificate. The new certificate will take effect on the day after the expiry date of the current certificate and will have a duration as described in the applicable certification scheme.

APPENDIX 2: PRODUCT CERTIFICATION PROCESS

This appendix is only valid if the company or companies referred to in clause 1.1 provide product certification.

The product certification process works according to a 6-stage plan:

1 Request for Certification

During this stage, the customer describes the object of the requested certification. As a support CERTIFER may offer forms containing the required data to complete.

2 Evaluation and offer

Based on the obtained information CERTIFER will draft an offer that suits the customer's needs, provided the requested certification is part of CERTIFER's scope of services. The offer will contain an assessment plan describing the planning of the assessment activities, being the inspections, document reviews, certification audit and the associated surveillances (when applicable) during the certification cycle.

3 Audit and inspections

CERTIFER communicates to the customer the name of the assessment team members (if not already included in the offer). The customer has 10 days for a possible rejection of one or more members. The customer must provide documented reasons, which will be verified. If the customer's request is adequate, the member will be changed.

In the event of a change of an assessor, CERTIFER will replace the assessor with an assessor of equal professional competence.

In case CERTIFER subcontracts any part of the inspection, CERTIFER will ensure that the selected subcontractor is competent to provide the service in question and, when applicable, is able to meet the criteria set forth in the ISO 17065, ISO 17020, ISO 17021-1 or ISO 17025 standard.

In the event of subcontracting, CERTIFER informs the customer and the name of the subcontractor is submitted to the customer for acceptance.

CERTIFER performs the audit and inspection activity indicated in the assessment plan.

All findings are communicated to the customer in written form, so that they can implement the necessary corrections and mitigations.

The reports issued by CERTIFER contain all the results and conclusions of the assessment activities carried out.

4 Certification decision

Based on the audit and inspection reports, the objective evidence collected during the activities and the conclusion of the Assessment team, the Certification Committee will take the decision concerning the granting of the certificate for the assessed product/process/service. The certificate will have a validity as prescribed by the appropriate certification scheme.

5 Surveillance

Depending on the requirements of the certification scheme, surveillance audits may be planned and executed.

6 Renewal of the certificate

A renewal is performed according to the requirements of the certification scheme, when foreseen in the contract or if requested by the customer.

APPENDIX 3: INSPECTION PROCESS

This appendix is only valid if the company or companies referred to in clause 1.1 provide inspection.

The inspection process works according to a 5-stage plan:

1 Inspection request

To start the inspection activity, the customer sends to CERTIFER a request. The request contains the information necessary to identify the object/subject of the inspection and the specifications / standards with which to carry out the assessment.

CERTIFER may request additional documentation if needed.

2 Evaluation and offer

Provided that the inspection is part of our scope of service, a detailed offer (including an assessment plan, when applicable) is prepared based on this request. If the offer is not issued, CERTIFER informs the customer with the reasons.

3 Performing the inspection

CERTIFER communicates to the customer the name of the assessment team members (if not already included in the offer). The customer has 10 days for a possible rejection of one or more members. The customer must provide documented reasons, which will be verified. If the customer's request is adequate, the member will be changed.

In the event of a change of an assessor, CERTIFER will replace the assessor with an assessor of equal professional competence.

In case CERTIFER subcontracts any part of the inspection, CERTIFER will ensure that the selected subcontractor is competent to provide the service in question and, when applicable, is able to meet the criteria set forth in the ISO 17020 or ISO 17025 standard.

In the event of subcontracting, CERTIFER informs the customer and the name of the subcontractor is submitted to the customer for acceptance.

CERTIFER carries out inspection activities (documentary and on-site) according to the assessment plan.

Findings are communicated to the customer in written form, so that they can be corrected or mitigated by the customer.

In the case of nonconformities that would preclude the continuation of the inspection activity, CERTIFER has the right to evaluate the temporary suspension of the activity, until the nonconformity is resolved.

4 Inspection reports

The inspection reports issued by CERTIFER contain all the results and conclusions of the assessment activities carried out.

5 Inspection certificate

When required by the customer an inspection certificate can be issued attesting the conformity of the object of inspection to specifications / standards.