1.0 INTRODUCTION

SSC is a legal entity incorporated. The main objective of the company is to offer independent third-party certification to organizations against various International Standards; (e.g., ISO 9001 Quality Management System, ISO 14001 Environment Management System, ISO 45001 Occupation health and Safety & ISO 22000 Food safety Management System).

2.0 CRITERIA FOR GRANTING CERTIFICATION

SSC 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) For EMS certification, the client shall demonstrate conformity with applicable environmental management system requirements, including environmental aspects and impacts, compliance obligations, and consideration of climate change where relevant
c) For OH&SMS certification, the client complies with applicable occupational health & safety legal and regulatory requirements or has an approved implementation plan to achieve full compliance
d) 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.
e) Both internal audit and management review have been found effective as assessed by SSC auditors
f) The client has paid all the dues including the certification fee
g) The client shall keep a record of all complaints and actions taken and the same shall be submitted to SSC auditors for verification when requested.
h) The client has undergone the stage-1 and stage –2 audit satisfactory and the recommendation of the audit team is favorable

3.0 CERTIFICATION PROCESS

3.1 CERTIFICATION AGREEMENT

the certification agreement is signed between SSC and the client for providing certification of the client's management system by SSC to the applicable international standard.

3.2 STAGE –1 AUDIT & DOCUMENTATION REVIEW

SSC 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 audit. 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 SSC before planning the stage –2 audit.
SSC shall submit a formal report to the client.

3.3. STAGE –2 AUDIT

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

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 SSC office within 20 working days from the last day of the audit. SSC 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 SSC 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 SSC 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 SSC 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

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

(a) SSC 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 SSC has accepted the same
(c) In case of a major non-conformance, the effectiveness of correction and corrective action is verified by SSC's auditors as agreed and the non-conformity either closed or downgraded to minor.

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

3.6 ISSUE OF CERTIFICATE

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

- SSC 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
- SSC has taken a decision in client's favor.

The Certificate is the property of SSC, and shall be produced to SSC as and when requested.

The certification will be valid for a period of one, two or 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 at least once in a year to confirm that the Client's Management System continues to conform to the requirements of the standard to which it is certified.

The surveillance audit shall be conducted within the three months preceding the certificate expiry 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

When it comes to unannounced audits as part of surveillance activities, SSC shall describe and make known in advance to the certified clients the conditions under which such audits will be organized and conducted.

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 SSC for a decision.

SSC 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.

SSC shall conduct the re-certification audit within the three months preceding the certificate expiry date & it shall be completed at least 30 days prior to the certificate expiry date 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. SSC shall submit a formal report to the client.

3.9 Action Required When an Auditor Discovers a Legal Non-Compliance During an Audit

3.9.1. If the auditor detects evidence of a serious breach of OH&S legal or regulatory requirements, such as:

(a) A fatality or serious accident not reported to authorities,
(b) Unauthorized use of hazardous materials,
(c) Clear violation of mandatory OH&S legislation, or
(d) Absence of critical control measures required by law:

3.9.2. Immediate auditor actions:

(a) Inform the client's management immediately during the audit that a regulatory non-compliance has been identified.
(b) Record a Major Nonconformity in the audit notes (linked to ISO 45001 Clause 6.1.3 – Legal and Other Requirements).
(c) Stop the relevant audit activity if safety is compromised.
(d) Notify SSC immediately

3.10 SPECIAL AUDIT

3.10.1. SSC 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 SSC 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 SSC'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.
(i) A serious incident related to occupational health and safety, for example, a serious accident, or a serious breach of regulation, in order to investigate if the management system has not been compromised and did function effectively. SSC shall document the outcome of its investigation.

3.10.2. In case of short notice audits to investigate complaint, response to changes and follow up of suspension, SSC 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
3.10.3. For non-conformities raised during the audit the conditions identified in section 3.4 shall become applicable.
3.10.4. SSC shall submit a formal report to the client.

3.11 NOTICE OF CHANGES BY SSC

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

3.12 NOTICE OF CHANGES BY THE CLIENT

Client shall inform SSC, without delay, any changes in the organization which may affect the certification granted and these may include changes related to,

(a) The legal, commercial, organizational status or ownership,
(b) Organization and management (e.g. change in key managerial, decision making or technicalstaff).
(c) Contact address and sites.
(d) Scope of operation under the certified management system.
(e) Major changes to the management system and processes.
(f) Occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority

SSC 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.

3.13 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 SSC.
(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 SSC 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 SSC auditors.
(e) All outstanding dues to SSC are paid.

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

(a) Suspension

SSC 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 logo & reference to certification.
- Non compliance to submission of Corrective action as stated in section 3.4.
- Non-payment of dues to SSC
- The management system didn't meet the OH&SMS standard and to be effectively implemented, and the OH&S risks didn't change when the facilities and work areas are subject to closure, as there may no longer be the same risks to employees, but there may be new risks applicable to members of the public
- A serious accident or legal/regulatory breach requiring intervention of competent authorities.

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 SSC 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) Restoring

- Certification shall be restored after suspension if the client resolves the causes of suspension within a period of maximum six months from suspension date, the Audit will be conducted as Surveillance Audit (SSC-OP-07)
- Upon approval, the status of the client will be updated in the certified clients register and certification databases (SSC and IAF) to reflect the reinstated status. The client shall be formally informed, and authorization to use the certification logo shall be reactivated.
- The restored certificate shall be issued based on the decision
- The restored certificate shall retain its original expiry date

(c) Withdrawal

SSC 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, SSC loses accreditation etc.
(c) Client voluntarily requested for a withdrawal.
(d) Demonstrated that the system seriously failed to meet the OH&S certification requirements
(e) In case of multiple sites, certificate will be withdrawn in its entirety if any of the sites does not fulfil the necessary provisions for the maintenance of the certification

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 and also discontinues the use of any advertising matter that contains any reference to a certified status. The artwork supplied and all the original approval certificates are to be returned to SSC.

(c) Reduction in scope of certification

SSC 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, SSC shall provide information related to the validity of a given certificate.

3.14. CERTIFICATION AND USE OF LOGO

SSC-PD-03 Conditions for use of Logo & Certificates gives detailed instruction for the use of logo

3.15. PUBLICLY ACCESSIBLE INFORMATION

SSC shall make the following information publicly accessible through its web site and through documents PD-02., PD-04

- The activities of SSC
- The requirements for certification including information on the audit processes and certification process for granting, maintaining, extending, renewing, reducing suspending and withdrawing certification.
- Certification status of clients through the register of certified clients maintained at SSC's office
- Appeal and complaint process.
  All other information shall be treated as confidential.
- Information about the client from sources other than the client (e.g. complainant, regulators) shall be treated as confidential, consistent with the CB's policy.

3.16. OBLIGATIONS OF THE APPLICANT / CERTIFIED ORGANIZATION

(a) The applicant / certified organization shall commit to fulfill continually the requirements of certification set by SSC 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 SSC 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. EGAC) access to their sites and shall provide access to information, documents and records when requested by SSC or Accreditation body

(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 SSC into disrepute

(g) The applicant / certified organization shall pay fees as determined by SSC

(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

(i) The client shall surf the SSC web site periodically to get updates on changes in the certification requirements, if any, referred under "updated" on its website and it is obligatory on the part of the client to abide by these changed requirements.

(j) The legally enforceable arrangements shall also require that the certified client informs the Certification Body SSC, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority

3.17 OBLIGATIONS OF SSC

(a) SSC shall maintain information about the status of certification that it has granted to the certified organization through its website. 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
(b) SSC shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments
(c) SSC shall ensure that the Management System Certification to all clients is provided independently, impartially and in fair manner. The policies and procedures under which SSC operates the certification services are non-discriminatory and are administered in a non-discriminatory manner
(d) SSC shall submit an audit summary report to the organization audited and also to the accreditation body as per the requirement of the accreditation body. The report will be treated in strict confidence
(e) On request from any party the information regarding the validity of certification for any specific client is also communicated by SSC in writing with intimation to the client
(f) When confidential information about a client is made available to external bodies e.g. accreditation body or peer assessment body as per SSC's agreement with such external bodies, the same shall be informed to the client by SSC.
(g) Whenever SSC shall post the updates of the public documents on its web site, it shall also make a reference under the heading "updated" for information of all concerned. SSC shall highlight the changes in such public documents (e.g. PD-02) for the immediate attention of all concerned.

3.18 COUNTERFEIT CERTIFICATES AND FRAUDULENT USE OF SSC CERTIFICATION

Upon receiving a report or identifying suspected counterfeiting, SSC shall:

(a) SSC shall investigate any suspected counterfeit, forged, altered, duplicated, or fraudulently issued certificate, as well as any unauthorized use of SSC's name, certification mark, logo, or false claim of certification
(b) Verify the certificate details against SSC's records, published certificate register, unique barcode, and IAF CertSearch, where applicable.
(c) Notify relevant affected parties, including the named certified organization, where appropriate.
(d) Refer the matter to SSC management and seek legal advice regarding further action, including reporting the incident to the competent authorities or pursuing legal remedies, where justified.

3.19 .SSC OFFERING OTHER SERVICES (e.g. other management system certification)

If any client who has taken services from SSC with respect to a specific management system certification (e.g. ISO 9001), applies for another management system certification (e.g. ISO 14001 or ISO 45001), SSC 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.

3.20 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 (SSC) at least 30 days prior to the audit due. Any short notice requests for changes will not be entertained

3.21 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 SSC 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 SSC all the dues up to date of termination. SSC, 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 SSC. 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- SSC 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 SSC 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. As its policy, SSC shall not disclose the identity of Complaints about the certified client from its customers or any other third party.

(c) Force majeure- Delay in or failure of performance of either party here to 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 SSC and client shall be governed by prevailing law in Egypt. 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 Egyptian Law. The decision shall be binding for the both parties.

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

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

SSC 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 SSC procedure SSC-OP-12

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

(f) Complaints: SSC 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 SSC procedure SSC-OP-12 The identity of the complainant shall not be disclosed.

(g) Fees The fees shall be detailed in the agreement signed by both parties. Fees are charged on the basis of applicable rates at the time of submission of the application form. SSC may revise the fee submitted in the agreement 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, SSC 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 SSC, if any.

(h) Access to the client site: The client, at the request of SSC or Accreditation Body, shall permit access to their sites and records for SSC's auditors and / or authorized personnel on behalf of the accreditation body to which SSC 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: SSC'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. In any event the liability shall not exceed the amount of fee paid against the certification adjusted proportionately.