



# MS CERTIFICATION PTY LTD

## TERMS OF CERTIFICATION

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## TERMS OF CERTIFICATION

### INTRODUCTION

MS Certification Pty Ltd is a propriety company registered in Australia on 28 April 2023. It is an independently owned and managed certification body operating throughout the Asia Pacific region. MS Certification Pty Ltd will be accredited by JASANZ mid-2024. MS Certification Pty Ltd is referred to as 'MS Certification' through this document.

MS Certification's Terms of Certification have been developed in accordance with policies and procedures of the Joint Accreditation System of Australia and New Zealand (JASANZ) and the International Accreditation Forum (IAF). They apply to MS Certification, its auditors, technical specialist, employees, MS Certification Board Members and clients as applicants or who have achieved certification, and relevant stakeholders.

### SCOPE OF SERVICES

MS Certification provides independent, third party auditing and certification of management systems for clients requiring verification of compliance to International Standards, including ISO 9001:2015, ISO 14001:2015, ISO 45001:2018 and ISO 27001:2022.

### CONFIDENTIALITY

MS Certification is responsible for ensuring confidentiality is maintained by its auditors, technical specialist, employees and Board Members relevant to any information accessed as a result of their contact with the clients, the audit process or the certification process for which they were involved. All employees, auditors, technical specialist, and Board Members accepting a role within MS Certification are required to sign and conform to MS Certification's Confidentiality Agreement providing confidentiality of the client information at all times.

### IMPARTIALITY

MS Certification will maintain a presence of objectivity to ensure conflicts of interest do not exist as not to adversely influence subsequent certification activities. Processes have been developed to ensure there is no conflict of interest in an auditor's assessment and the certification approval.

### TERMS OF CERTIFICATION CONDITIONS

The general conditions and requirements to obtain and maintain certification, which as a client of MS Certification, must agree to and comply with, are as follows:

- The client will comply with the requirements of the relevant Standard, the requirements outlined within the Terms of Certification and the current Certification Contract.
- MS Certification will manage the audit reports, actions and audit planning via the Skytrust platform. Each company will be provided access via a Username and Password.
- MS Certification maintains tenure of the content of the audit reports and the certification certificates. The reports will be able to be downloaded via Skytrust if required.
- An Internal Audit requires the client to internally undertake an audit of the management system once per calendar year and not more than 15 months following the previous internal audit. The client can engage a second party who is appropriately qualified and independent.
- A Management Review requires the client's senior management to undertake a review to verify the effectiveness of the management system once per calendar year and not more than 15 months following the previous management review.
- Complaints Register requires the client to maintain a register of complaints which may be audited by MS Certification to verify complaints received are investigated and corrective action taken, where considered appropriate.
- Certification information provided by MS Certification is to be retained to ensure currency.
- Witness Audits of MS Certification Auditors will be required periodically, Auditors may be accompanied by MS Certification or JASANZ witness assessors in person or via remote processes for monitoring of MS Certification procedures. This will not incur any cost to the client nor impede the scheduled audit in any manner. Witness assessors also require access to facilities and associated records during the audit. Witness Audits will not incur additional fees on the client.



## TERMS OF CERTIFICATION

- Should the certification process be perceived by JASANZ as incorrectly administered, they may visit the client to validate the accuracy of previously conducted audits. The client will not incur any additional fees and will only occur in exceptional circumstances.
- JASANZ have accredited (pending) MS Certification to provide certification to specific Standard(s) for clients. Clients may market themselves as being “certified to or achieved certification to the respective Standard(s)” but not that they are “accredited”.
- The Certification Certificate does not imply that the client’s product or service is approved by JASANZ.
- The client is not to use its certification in a manner likely to bring MS Certification into disrepute or make any statement regarding its certification which MS Certification may consider misleading or unauthorised.

## TERMS OF CERTIFICATION CONDITIONS (CLIENT REQUIREMENTS)

- Clients are to have an open line of communication to inform MS Certification of a change in the structure of the organisation that has an effect on the management system meeting the requirements of the applicable Standards. Changes include but not limited to:
  - Organisations ownership.
  - Key staff (i.e., systems manager).
  - Organisations address including additional location addresses.
  - Amendments to manufacturing processes and products.
  - Extension or reduction in the scope of certification.Upon receipt of the client’s notification, MS Certification will verify the required action to ensure confidence in the management system to maintain the requirements of the applicable Standard(s).
- Clients are to have an open line of communication to inform MS Certification of any significant event that may have an effect on the organisations management system. Significant event includes but limited to:
  - Breach of legislation or regulations requiring action to the regulatory or governing authority. A safety or environmental breach which could have a bearing on the applicable Standard.
  - Legal proceedings
- During the annual scheduled audit, significant events that have occurred since the previous audit, including any findings by another party (regulatory or government authority) related to the management system are to be disclosed to the auditors.
- MS Certification will ensure the client has taken the appropriate measures to ensure the integrity of certification is maintained.

## AUDIT PROCESS

The objectives of all audits are to determine conformance of the management system with the applicable Standard/s and management system documentation. Evaluate the effectiveness of the management system and the capability of the system to confirm the statutory, regulatory and contractual requirements related to the organisation are sustained, and to recognise opportunities for improvement to the organisations management system.

The overall aim of certification is to provide confidence to all parties that the management system fulfils specified requirements. The value of certification is the degree of the public confidence and trust that is established by an impartial and competent assessment by a third party of the required Standards. Invested parties in certification include:

- a) clients of MS Certification
- b) your clients
- c) governmental authorities
- d) non-governmental organisations

To achieve certification, the client is required to successfully complete an Initial Certification Audit (Stage 1 and Stage 2 Audit). To ensure certification is maintained, annual Surveillance Audits are required (minimum two Surveillance Audits per three year certification cycle). The new certification cycle will begin with a Recertification Audit, which must be conducted prior to the expiry of the current certification certificate.



## TERMS OF CERTIFICATION

MS Certification Auditors will require the client to ensure all information (management system documentation and accompanying evidence to demonstrate implementation of the system) is made available to complete the Certification, Surveillance & Recertification Audits and recommend certification to the applicable Standard(s).

Audit frequency is determined by risk and technical factors required for the certification of the organisation and will be reviewed during the audit process. If the management system is considered to be non-conforming, MS Certification reserves the right to increase the frequency of auditing to assure certification can be continued.

### Stage 1 Audit

Stage 1 Audit reviews the management system documentation against the relevant Standard(s), ensure the correct scope of certification is known so that an appropriately experienced audit team can be allocated and assess readiness for the Stage 2 Audit. The Stage 2 Audit must be undertaken within six months of the Stage 1 Audit.

### Stage 2 Audit

The Stage 2 Audit verifies the compliance with the relevant Standard(s) in order to recommend certification. The audit team will review the Organisations processes to ensure compliance with the applicable Standard(s) and the Organisations management system documentation.

Findings raised at the Stage 1 Audit will be reviewed to ensure they have been appropriately addressed.

The completion of the Stage 2 Audit requires the documented management system to be effectively implemented throughout the organisation to enable certification to be recommended.

### Surveillance Audit

The Surveillance Audits verifies ongoing compliance applicable Standard(s) and the Company's management system documentation.

Upon successful completion of the Initial Certification Audit, the first Surveillance Audit must be conducted within 12 months of the completed Stage 2 Audit.

The completion of the Surveillance Audit requires the documented management system to continue to be effectively implemented throughout the organisation to enable continued certification to be recommended.

### Recertification Audit

The Recertification Audit replace the annual Surveillance Audit and must be conducted prior to the expiry of the current certificate. The audit team will review the Company processes to ensure compliance with the applicable Standard/s and the Organisation's management system documentation. The Recertification Audit verifies compliance with the relevant Standard(s) in order to recommend recertification.

The completion of the Recertification Audit requires the documented management system to continue to be effectively implemented throughout the organisation to enable recertification to be recommended.

### Follow Up and Special Audits

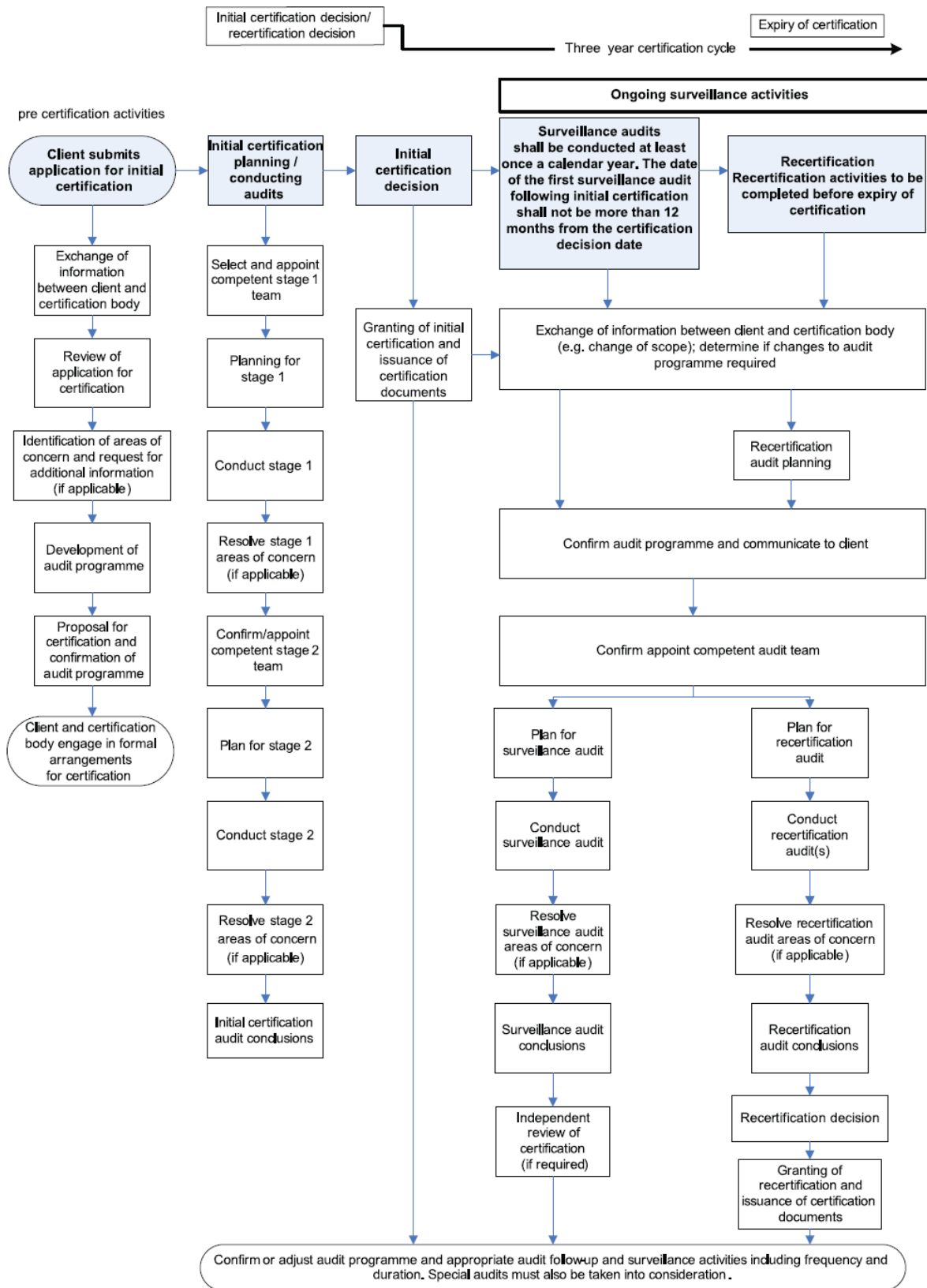
Follow Up Audits will be undertaken to verify Major Non-conformances have been satisfactorily address for certification to recommended or continue. The Follow Up Audit will only be reviewing the specific areas of the Major Non-conformance raised.

Special Audit will be arranged when there is a change to the scope of certification. A change to the scope of certification includes an additional location, additional manufacturing of a product or provision of a service.



# TERMS OF CERTIFICATION

Certification Flowchart Diagram<sup>1</sup>



<sup>1</sup> AS/NZS ISO/IEC 17021.1:2015 Figure E.1 – Typical process flow for audit and certification process



## TERMS OF CERTIFICATION

### MARKETING CERTIFICATION

MS Certification's 'Certification Marks' are encouraged to be applied to the corporate stationery, literature, marketing material, vehicles and plant. The certification marks are only to be used in reference to the location/s for which the organisations certification applies and are not to be fastened directly to the product, product packaging, including outer packaging, or used in a way that implies product certification.

Statements may be used on product packaging or in accompanying information to state they have a certified management system. The statement must not imply the product, process or service is certified. If a statement is applied, it must reference the client's name, the type of management system, the applicable Standard and the Certification Body issuing the certificate.

For Standards which the client has achieved certification, the JASANZ Accreditation Mark maybe used in conjunction with the Certification Mark for which MS Certification is accredited (when used together the Marks are required to be proportionate to each other).

When using Certification Marks on corporate stationery, literature and marketing material, the Marks are to be accompanied by the Clients Certification Number and the applicable Standard that the certification relates.

MS Certification will take the appropriate action to deal with incorrect references to the client's certification status or misleading use of certification certificates, marks or audit reports that would bring MS Certification and or the certification system into disrepute and lose public trust.

The MS Certification 'Certification Marks' and JASANZ Accreditation Marks are available upon request ([info@mscertification.com.au](mailto:info@mscertification.com.au)).

The use of the IAF MLA Mark is not permitted by clients.

### SUSPENSION OF CERTIFICATION

Suspension of a MS Certification's client Certification Certificate will be enforced should the following occur:

- First Surveillance Audit not conducted within 12 months of the completed Stage 2 Audit.
- Surveillance audits not conducted within three months of the annual corresponding anniversary of the certification expiry date.
- Major or Minor Non-conformances have not been closed out within the specified period.
- Certification Certificate, MS Certification's 'Certification Mark' or JASANZ Accreditation Mark are used in an ambiguous manner.
- other infringements of the enclosed MS Certification's Terms of Certification.

### WITHDRAW OF CERTIFICATION

Withdraw of a MS Certification's client Certification Certificate will be enforced should the following occur:

- A Surveillance Audit has not undertaken in a calendar year.
- The Recertification Audit has not been undertaken prior to the certification expiry.
- The client provides ineffective actions following the suspension of Certification.
- The client fails to comply with the Certification financial obligations.

Upon the client's request, MS Certification will withdraw the Certification if:

- The client does not wish to maintain or renew the Certification.
- The client closes the business.
- The client enters receivership.

Upon withdrawal of Certification, the client will immediately cease use of the MS Certification's 'Certification Mark' and JASANZ Accreditation Mark (if applicable) on all corporate stationery, literature, and marketing material.

The Certification Certificate is to be returned to MS Certification or destroyed within 30 days of notification.



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### SUSPENSION AND WITHDRAWN NOTIFICATION

Client will be notified in writing upon the suspension of the Certification. The client will be informed of the issues and timeframes to rectify the suspended Certification. To reinstate Certification, MS Certification will undertake a review to ensure the issues raised have been satisfactorily addressed.

Should the issues be satisfactorily addressed, the suspension will be removed, and the client informed accordingly in writing. Where the issues raised have not been satisfactorily addressed, the Certification Certificate may be withdrawn.

Where certification is withdrawn, the client will be notified in writing and advised of the right of appeal. To reinstate the withdrawn certification, a Stage 2 Audit will be required. Upon successful completion of the Stage 2 Audit, the Certification initial and expiry dates will remain as previous certificates providing the withdrawn certification has not exceeded three months.

### APPEALS

Appeals resulting a decision on certification must be made in writing and addressed to the following:

Chairperson

**MS Certification Executive Board**

MS Certification Pty Ltd

PO Box 218

DAW PARK SA 5041 AUSTRALIA

or by email to [info@mscertification.com.au](mailto:info@mscertification.com.au).

Appeals in relation to a suspension or withdrawal of certification, it must be made within 14 days of the notification from MS Certification. The appeal must include all known and relevant facts of the issues raised for review.

The **MS Certification Executive Board**, or appropriate sub-committee, will undertake a review and, if able, resolve the issue. The client will be formally notified in writing of the outcome of the appeal. Should the client remain dissatisfied, a further appeal may be made directly to JASANZ. The JASANZ decision will be final and binding on both parties (the client and MS Certification).

### COMPLAINTS

Should any client or other stakeholder have a complaint regarding the conduct of MS Certification auditors, technical specialists or employees, the certification process or for any other reason, the complaint should be made in writing and addressed to the below:

Chairperson

**MS Certification Board of Directors**

MS Certification Pty Ltd

PO Box 218

DAW PARK SA 5041 AUSTRALIA

or by email to [info@mscertification.com.au](mailto:info@mscertification.com.au).

All formal complaints will be recorded, investigated, acted upon, and the client advised of the outcome in writing.

Should the clients or stakeholders complaint not be satisfactorily addressed or resolved in the agreed timeframe, escalation of a complaint can be pursued by appealing to the **MS Certification Executive Board** in writing (as per above).

Additionally, if the client is still not satisfied following **MS Certification Executive Board** involvement, the client may refer the complaint to JASANZ.



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### REGISTERED LIST OF ORGANISATIONS CERTIFIED BY MS CERTIFICATION

A registered list of organisations who achieved and maintain certification through MS Certification will be maintained on the MS Certification website ([www.ms-certification.com.au](http://www.ms-certification.com.au)) and on the JASANZ Register for programs that MS Certification are accredited.

### FEES AND PAYMENT TERMS

#### Fees

All fees are GST exclusive. The auditor day rate and annual registration fees are identified in the Certification Fees provided. Where accommodation, flights, meals and taxi or hire cars are applicable, these travel expenses will be charged at cost.

#### Durations

Audit durations are based upon the requirements of the Standard(s), your organisations size and complexity, the risk associated with the products, processes and activities, context of your technological and regulatory requirements and the IAF and JASANZ guidelines.

#### Travel and Expenses

**Metropolitan:** Metropolitan travel consists of up to a 25-kilometre radius of the CBD. Metropolitan travel expenses will be charged at cost where parking and tolls are required to undertake the audit.

**Regional:** Regional travel consists of distances greater than 25 kilometres of the CBD. Where private motor vehicles are used, the ATO rate per km plus travel time of \$100 (ex GST) per hour will be charged upon arrival and return of the client's facility. Standard accommodation, economy class airfares, meals and taxis/hire car expenses, where applicable will be invoiced at cost. Should flights be required, travel time of the flight plus an hour each way will be charged \$100 (ex GST) per hour.

**Interstate:** Standard accommodation, economy class airfares, meals and taxis/hire car expenses, where applicable will be invoiced at cost. Should flights be required, travel time of the flight plus an hour each way will be charged \$100 (ex GST) per hour.

### PAYMENT

Upon completion of the services provided, MS Certification will issue invoices to be paid upon 30 days of in accordance with the terms of payment as printed on the respective invoice within 30 days.

### FOLLOW UP AUDITS AND SPECIAL AUDITS

A Follow Up Audit is to revisit and verify the corrective action(s) have been taken to address a major nonconformance. Fees are based upon rates of \$200/hour (ex GST) and where a full day audit is required, standard daily rates will apply.

Special Audit will be applied to verify extension of scope or change of address (safety and environmental aspects have considered). Fees are based upon rates of \$200/hour (ex GST) and where a full day audit is required, standard daily rates will apply.

### CANCELLED/ABANDONED AUDITS

**Four Weeks' Notice:** Cancellation or Amendment to the agreed audit dates within four weeks of the scheduled audit, will incur a fee equivalent to 25% of the auditing cost and any non-refundable travel expenses.

**Two Weeks' Notice:** Cancellation or Amendment to the agreed audit dates within two weeks of the scheduled audit, will incur a fee equivalent to 50% of the auditing cost and any non-refundable travel expenses.





## **TERMS OF CERTIFICATION**

One Week Notice: Cancellation or Amendment to the agreed audit dates within one week of the scheduled audit, will incur a fee equivalent to 100% of the auditing cost and any non-refundable travel expenses.

### **SUSPENDED CERTIFICATION**

Fees will not be reimbursed in situations where a client's certification is suspended. Notification of the suspension may be published on the MS Certification website. To reinstate certification (lift certification suspension), any cost will be incurred by the client.

### **WITHDRAWN CERTIFICATION**

Fees will not be reimbursed in situations where a client's certification is withdrawn. Notification of the withdrawal may be published on the MS Certification website. To reinstate certification (lift certification withdrawn), any cost will be incurred by the client.

### **APPEALS**

Should the client raise an appeal against MS Certification, where the appeal is upheld and the client is reinstated with certification, no claim may be made against MS Certification for reimbursement of costs or losses associated with the action taken.