

ISACert General Certification Conditions

Introduction

These General Conditions for certification of management systems and operations form part of the certification programme of ISACert B.V., hereinafter referred to as ISACert.

General principles

1. ISACert B.V. has its office in Zwolle, Obrechtstraat 28E, 8031 AZ, the Netherlands; tel: + 31 88 472 2320, e-mail: info@isacert.com and is registered in the Netherlands as an accredited certification body for product, process and management systems certification in the area of quality, environment, hygiene & food safety of suppliers of products and services in the agricultural sector in the foods & drinks sector and in the distribution and trade of foodstuffs; the scope of accreditation is published on the website: www.isacert.com.
2. For most schemes a contract with the applicable scheme owner is required to conduct audits. The registration of ISACert B.V. as an authorised Certification Body can be found on the website of the applicable scheme owner.
3. If ISACert has subcontracted the audit/ inspection activities in the framework of this certification, ISACert has a mutual agreement in this respect with an Audit/ Inspection Company. The Audit/ Inspection Company is hereafter referred to as Partner.
4. The supplier/applicant, hereinafter referred to as supplier, and when certified referred to as the certified company, applies for certification of products, processes or management systems by completing, signing and submitting an order confirmation form for certification. By means of this form the supplier confirms to agree to the principles as set out in the order confirmation form and in these General Certification Conditions and that the supplier is aware that by signing this order confirmation form a mutual agreement with ISACert has been concluded regarding general certification conditions and to respect the conditions during the agreed period, with the result that
 - an assessment shall be performed on behalf of ISACert and an assessment report shall be drawn up regarding the assessment;
 - on the basis of the assessment report including the comments of the supplier with regard to the report, ISACert reviews and qualifies the results;
 - in case of a positive qualification, ISACert grants the supplier a numbered certificate for the scope of the supplier's activities as specified on the certificate according to the applicable rules;
 - where relevant, ISACert will register details of the certificate with the scheme owner and maintain an ISACert register.

General rights and obligations upon certification

1. If the scheme owner alters the certification criteria or the protocol, a general announcement will be made to this effect. ISACert will inform his certificate holders about these alterations and adjustments as well as the transition period if applicable.
2. The supplier is obliged to keep himself informed about the valid certification criteria and compliance requirements concerned. The supplier is obliged to assure that its organisation continually complies with the valid criteria for certification.
3. When certified, the supplier must give ISACert or its representative written notice if there has been or will be a relevant change in circumstances on the basis of which a certificate has been granted (e.g. legal, commercial, organizational status or ownership, key management, contact address & sites, changed or reduced certification scope, major changes in the management system and processes concerned). This also applies in regard to possible legal proceedings with respect to product safety or legality, under which product recall.
4. With regard to such alterations or to investigate complaints, ISACert can decide to carry out a supplementary audit. The costs to be made in this respect are at the expense of the certified company.
5. ISACert shall implement a surveillance program, as agreed with the supplier and in accordance with the provisions of the certification scheme, in order to safeguard the validity of the certificate.
6. The supplier is obliged to participate in the surveillance program referred to in the preceding paragraph and to complete the instructions given to it in this context. Detailed information is required from the site prior to each audit in order to adequately plan the audit activity.

7. Furthermore, the supplier is obliged, if so requested, to participate in specific assessments necessary for the supervision of auditors (i.e. witness audits) or if ordered by a scheme owner or accreditation body necessary for the supervision of ISACert and on request make available to the scheme owner documents in relation to the audit.
8. In case of an IFS audit, the supplier should be aware that IFS has launched an Integrity Program to assure the quality of the IFS certification scheme, with a focus on the review of audits conducted by certification bodies and their auditors.
9. To be aware that the scheme owner can contact the supplier directly to ask for feedback on the audit and the certification process as part of the certification body performance monitoring process. The scheme owner may also contact sites directly to review the certification status.

Publicity

1. During the term of the certification agreement, the supplier is free to make public that he is entitled to use the certificate and the certification hallmark for the activities referred to in the certificate in accordance with the requirements as mentioned in the regulations for the use of the certification hallmark. The same applies if the supplier carries out its business under a joint name or brand name and not under the name of one of the certified companies, provided all activities under such joint name or brand name, which are aimed at the relevant product/market segment, are certified. The usage of the ISACert certification hallmark and of the certification declaration is regulated in the Regulation for the use of the ISACert Hallmark, which is published under publications/procedures at the website (www.isacert.com) of ISACert.
2. During the validity term of the certificate, ISACert gives the supplier the right to publish the certificate and the final assessment report, Under the condition that the report is presented in full.
3. If the supplier wishes to affiliate ISACert with its products, processes or services through publications in a manner other than indicated in the preceding paragraphs, the supplier shall require ISACert's consent.
4. Upon ISACert's first demand the supplier is obliged to retract inaccurate statements and publications relating to the certificate and the certification hallmark and rectify such to the satisfaction of ISACert.
5. The supplier shall refrain from any use of the acknowledgement as certificate holder which can be misleading, or with regard to which it knows or ought to understand that ISACert can suffer damage in consequence thereof.
6. The certified activities of the company, as mentioned on the certificate, shall be registered in the ISACert register for certificate holders. This register can be requested from ISACert. ISACert has the right to publish the withdrawal of a certificate or termination of a certification agreement.
7. For certain schemes, the certification details will be registered in the database of the scheme owner and can be made public on the website of the scheme owner.

Alteration of the certification criteria

1. In the event the criteria applicable to this certification agreement are altered, this will be published on the ISACert website. The version published on the website is the official version.

Confidentiality

1. The manager of ISACert and all employees of ISACert or of the Partner, who carry out work on behalf of ISACert are bound by a signed confidentiality agreement with regard to all information which comes to their attention in the framework of this regulation, including all business information, insofar as the applicant company can reasonably claim confidentiality, in accordance with what is set out in the Articles of Association in this respect. The signed confidentiality statements are available, upon request by the applicant or certified company.
2. ISACert will not release any information on the content of the report to third parties, other than if so requested by law or on request of the supplier.

Liability

1. ISACert and the person who carries out evaluations or inspections at the supplier's on behalf of ISACert are, barring cases of intent or gross negligence, not liable for damage which the supplier suffers as a result of the performance, the suspension and/or the withdrawal of the certification agreement and of the related certificate.

2. ISACert and its inspection or evaluation partner body involved are, except in the event of intent or gross negligence on their part, not liable for damage arising from an act or omission by the persons whom it instructs to carry out work in the framework of this certification agreement.
3. The supplier indemnifies ISACert and its inspection or evaluation partner body involved against all third-party claims in respect of incorrect functioning of products, processes and management systems to which this certification agreement applies.

Fees

1. The supplier shall pay ISACert according to the agreed quotation and
 - a. the adjusted surveillance frequency in accordance with the provisions in the certification regulations of the applicable standard, or
 - b. any additional surveillance in accordance with the provisions in the certification regulations of the applicable standard or
 - c. a verification visit of corrective measures or resulting from complaints.
2. The supplier is obliged to pay 50% of the agreed assessment costs, when the supplier cancels the audit arrangement within 3 weeks before the planned audit date.
3. When applicable the supplier is obliged to pay for the registration/certification fee to the scheme owner, which will be invoiced by ISACert on behalf of the scheme owner to the supplier.
4. A suspension measure by ISACert shall not affect the supplier's payment obligation.

Withdrawal and suspension of the certificate

1. ISACert can withdraw the certificate if:
 - a. a surveillance or an additional surveillance shows that the criteria for certification are no longer met;
 - b. the supplier abuses the certificate granted in such sense that due to its action or omission an incorrect impression could be created among third parties with regard to the nature and the scope of the certificate;
 - c. the supplier, despite repeated reminders, does not perform its obligations to ISACert;
 - d. it cannot reasonably be demanded of ISACert to continue with the certification agreement, such as in the event of the supplier's bankruptcy, in the event it petitions for a moratorium on payment, in the event the supplier has attempted to influence the ISACert assessor in an inappropriate manner or if the supplier in any way harms the good name of ISACert.
2. If ISACert decides to withdraw the certificate, it shall give the supplier a written notice of withdrawal stating the reasons. The supplier must immediately return the certificate to ISACert.
3. ISACert can publish the withdrawal of a certificate, as well as the termination of the certification agreement as a result of the validity term, in accordance with the term that applies for the supplier to file an appeal.

Complaints

1. In the event of a written complaint lodged with ISACert, an investigation will be carried out by or on behalf of the certification manager of ISACert into the merits of this complaint. In the event of a verbal complaint, the complainant shall be asked to lodge this complaint with ISACert in writing.
2. Complaints on the functioning of ISACert must be lodged in writing with the manager of ISACert. The manager of ISACert shall carry out an investigation into the merits of the complaint.
3. Complaints on the functioning of the Partner (audit company) must be lodged with the manager of ISACert of ISACert in writing. The manager of ISACert shall carry out an investigation into the merits of such complaint.
4. The QA manager will confirm to the complainant the receipt, as mentioned in sub paragraph 1, 2 and 3, and the handling of the complaint. Regarding sub paragraph 1 and 3 the certified company resp. partner concerned will be informed as well.
5. The results of the investigation shall be announced by the QA manager to the complainant and, if relevant, to the certificate holder. In the event of a complaint that is held to be well founded in whole or in part, corrective actions and/or sanctions apply. In the event of inadequate functioning of ISACert or its Partner, the manager of ISACert shall discuss & agree upon with the organisation concerned and supervise the determining and implementation of corrective measures within a term to be fixed. Verification of its effectiveness shall be part of these activities.
6. Formal notice of the end of the complaint handling process will be given to the complainant by the QA manager, while the extent on publicity of the subject of the complaint and its resolution shall be determined by ISACert manager of ISACert in consultation with the client and the complainant.

7. The complaint form, the handling-, progress- and verification reports shall be filed while the file address shall be registered in the ISACert's Complaints register.
8. The costs of the investigation are at the expense of the party who caused the complaint.
9. If the complaint is held to be not well founded, the costs of the investigation are at the complainant's expense, unless the manager of ISACert decides otherwise.
10. Both the complainant and the certified company can lodge an appeal according the Rules of Appeals procedure.

Appeal

1. With regard to any disputes arising in respect of a certification agreement, including those regarding the withdrawal of the certificate, the parties are subject to the decision of the Appeal Tribunal as described in the ISACert Procedure Rules of Appeal, which decision shall have the effect of a binding advisory opinion between the parties. An objection to the contents of an assessment criterion shall never be deemed a dispute.

Termination

1. The certification agreement can only be terminated, with a notice period of six months. Notice of termination shall not affect the obligations that the supplier already has towards ISACert. ISACert's duty of confidentiality shall remain in effect regardless of termination.
2. The certification agreement can be prematurely terminated if one of the parties has acted contrary to one or more of its obligations under this certification agreement to a serious degree.

Term of the certification agreement

1. A certification agreement will become effective for 3 years, as soon as the certificate is granted.
2. In the situation of yearly certificate validity renewal (BHC) or a yearly renewal of the certificate (BHC, GLOBALGAP, BRC, IFS), the certification agreement remains in effect.