



SANCERT CERTIFICATION SERVICE TERMS AND CONDITIONS (AGREEMENT)

AGREEMENT FOR THE CERTIFICATION OF ORGANISATIONS OF ASSESSED CAPABILITY

Agreement Between: Sancert and the Organisation

1. DEFINITIONS

In this Agreement, unless the context otherwise indicates –

Advisory Committee	The Advisory Committee of Sancert on the specified standard.
Commodity	Includes a group, field or range of related commodities
Minister	Minister of Trade and Industry
Managing Director	Managing Director of Sancert
Register	List of Registered Organisations
Regulations	The Regulations for the Control over the use or application of codes of practice as set out, and as amended from time to time by the Minister.
MS Documentation	Management System Documentation which may include manuals, work instructions, procedures, and other documentation utilized by the Organisation in connection with its management system and control.
Specified Commodity or Service	The commodity or service specified in Annexure A attached to this Agreement.
Agent	A person or organisation appointed by Sancert to assist in its duties in terms of this Agreement.
Organisation	Registered Company
The Specified Standard	Whichever standard the Organisation is seeking certification against as indicated on page 1 of this agreement.
Certificate	This is the numbered certificate issued to the client upon certification.

2. SCOPE OF AGREEMENT

- 2.1** This Agreement provides for the placing of the name of the Organisation on the Sancert Register, based on an initial assessment and subsequent audits on a regular basis by Sancert of the capability of the Organisation to comply with the requirements of the specified standard, and further on an undertaking by the Organisation to maintain its assessed management system as related to the rendering of the service at the premises stated in Annexure A attached and number of sites listed on the quotation
- 2.2** Such Registration is subject to the conditions of this Agreement and the annexures attached, annexures form an integral part of and should be read in conjunction with this Agreement, as well as on the quotation.
- 2.3** The specific field of application of this Agreement is governed by the provisions of the stated part of the specified standard, with the Organisation's MS documentation in respect of the said Registration.

3. TRANSFER OF RIGHTS

- 3.1** Except with the written consent of Sancert, which consent shall not be withheld unreasonably, the Organisation shall not be entitled to transfer or assign any of its rights or obligations in terms of this Agreement to any other person or body. Failing such consent this Agreement will terminate.

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4. TERM

- 4.1 This Agreement shall commence upon acceptance of quotation and will continue for a minimum of 36 months.
- 4.2 Certificates of compliance will be issued annually once surveillance audits have been conducted and all non-conformance requirements addressed.
- 4.3 During this 36-month period, if non-conformities have not been actioned or adequately rectified within 90 days, Sancert has the right to terminate this Agreement.
- 4.4 This Agreement will be re-negotiated prior to recertification taking place.

5. FEES

- 5.1 The fees and payment structure applicable are as specified in the quotation and are valid for the period of this agreement.
- 5.2 Travel and accommodation costs may be renegotiated annually due to significant changes in these costs due to economy and current travel and accommodation rates. All travel and accommodation will be charged at cost.
- 5.3 The fees invoiced will include all costs.

6. SERVICE PROVIDED BY SANCERT

- 6.1 Having carried out an initial assessment, Sancert will conduct audits of the Organisation's processes and management system in order to verify continued compliance with the specified standard, and the conditions of this Agreement, and any further service provided by Sancert.
- 6.2 Sancert, its employees and any agent it might employ, will maintain the Organisation's confidential information, trade secrets or processing procedures in accordance with section 32 of the Standards Act, 1993, of which a copy of the extract is attached hereto in Annexure C.

7. OBLIGATIONS OF THE ORGANISATION

- 7.1 The Organisation undertakes to maintain the management system prevailing as at the effective date as set out in clause 4.1 and to take all such steps necessary to maintain effective the specified standard, its MS documentation and the conditions of this Agreement.
- 7.2 The organisation shall provide the duly authorised staff of Sancert or its Agents reasonable access during normal working hours to all departments of the Organisation, as may be deemed necessary and also access to all information, records, documentation and other relevant details as will adequately enable Sancert to continue its surveillance of the Organisation's management system.
- 7.3 The Head Office of any multi-site certification will ensure that all branches are familiar with and adhere to the clauses in this contract.

8. CERTIFICATE OF COMPLIANCE

- 8.1 The Certificate of Compliance is issued in accordance with and subject to the conditions of this Agreement and may be displayed by the Organisation at the address stated on the Certificate.
- 8.2 The Certificate and copies made for display purposes shall remain the property of Sancert and shall immediately be surrendered to Sancert upon termination of this Agreement. A record must be kept of all copies made and issued to interested parties.

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9. APPEAL

- 9.1** If the Organisation feels aggrieved by a decision of Sancert, it may lodge an appeal. All appeals must be lodged in writing, addressed to the CEO of Sancert.
- 9.2** Please request form F-APPEAL-002, fill in and submit to Sancert.
- 9.3** Once received by the CEO, this will be discussed in the certification committee meeting and an investigation into the appeal will be conducted. The organisation will be notified in writing of the outcome of the investigation.
- 9.4** To ensure impartiality, personnel involved in the issues raised will not be involved in the investigation.
- 9.5** A Response will be given with 30 days.
- 9.6** A request to view Sancert procedure WP-CERT-02 on Appeals, Complaints and Disputes can be made.

10. SUSPENSIONS

- 10.1** Sancert may suspend a certification due to non-compliance by a registered Organisation or at the request of the Organisation.
- 10.2** Sancert shall inform the Organisation in writing of the suspension, the period of suspension and the reasons for suspension. The Organisation has the right to contest the suspension and must be made in writing within 30 days.
- 10.3** If the Organisation has not corrected the non-compliances by the end of the suspension, Sancert may terminate this Agreement and cancel certification.
- 10.4** During the period of suspension the Organisation shall:
- Not claim certification in any documentation regarding tenders.
 - Not display a certified certificate.
 - Not claim certification in any advertisements or a webpage and on social media.

11. WITHDRAWALS / REDUCING THE SCOPE OF CERTIFICATION

- 11.1** If the Organisation cannot resolve the issues by the end of the suspension date (6-month maximum will be given in all cases) this will result in the certification being withdrawn or scope of supply reduced.
- 11.2** A reduction to the scope of supply will only take place if there is evidence that the Organisation has consistently not met the requirements of the management system certified.
- 11.3** Sancert will correctly state the status of any certified Organisation's certification (whether suspended, withdrawn or reduced) which is requested by any interested party.

12. SHORT-NOTICE AUDITS

- 12.1** It might be necessary for Sancert to perform short-notice audits for the following reasons, to investigate a complaint, review changes or as a follow up on suspended Organisation. In such cases Sancert will:
- Inform the Organisation in writing of its intention to perform a short-notice audit.
 - Exercise additional care in assigning audit team due to the Organisation not having adequate time to object.

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13. AMENDMENT OF CONDITIONS

- 13.1** If the need for any amendments arise this will be discussed and agreed upon with the Organisation.
- 13.2** The Organisation undertakes effectively to apply such amendments, modifications or revisions not later than the effective date referred to in such addendum.
- 13.3** All audit man days and times specified on quotations or audit schedules can be modified in the event that it is found not to be suitable based on on-site evaluation, availability of staff or review of a department or procedure. This will be discussed with the Organisation and suitable modification agreed upon.

14. GENERAL

- 14.1** All annexure attached hereto shall form an integral part of this agreement.
- 14.2** Sancert operates in compliance with ISO (International Organisation of Standardisation) and ISO/IEC 17021-1:2015 (Conformity Assessment Requirements) and are inspected by SANAS.
- 14.3** If there are any non-compliances with regards to the evaluated statutory and regulatory compliance, which is seen as a serious issue that can have severe consequences. Sancert are obliged to notify the applicable Regulatory Authority. *This is only applicable to ISO 13485:2016 certifications.*
- 14.4** The company being audited agrees that Sancert may share report information with regulatory authorities if requested to do so. Sancert will notify the company in this regard prior to sharing any reports. It is important to note that all reports remain the property of Sancert. *This is only applicable to ISO 13485:2016 certifications.*

15. ADDRESSES

- 15.1** The Organisation's postal addresses for the purpose of correspondence is:

Domicilium citandi et executandi

As indicated on the quotation.

And any correspondence intended for Sancert:

The Managing Director

Sancert. Leon Swart.

Domicilium citandi et executandi

Black River Park, North Block, 2 Fir Street, Observatory, Cape Town, South Africa

Alternatively email will also be an accepted correspondence, email addresses are as follows:

Sancert – leon@sancert.global

Organisation email: As indicated on quotation.

- 15.2** In the event of any uncertainty in regard to the facts, any correspondence addresses to either party shall be deemed to have been delivered not later than ten (10) days after being sent by courier.

16. JURISDICTION

- 16.1** The laws of the Republic of South Africa shall apply in respect of the interpretation and enforcement of this Agreement and the Organisation herewith consents to the jurisdiction of the South African Courts.

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17. INDEMNITY

- 17.1** Sancert declares that the results given in all reports is a true reflection of conditions encountered during the audit. Whilst recommendation made in the report are made in good faith and every effort is made to ensure the professional integrity thereof, the final responsibility lies with the Organisation to ensure the correctness and suitability of the implemented standard at all times.
- 17.2** Sancert, its employees or sub-contracted auditors shall not be liable for any losses suffered by the Organisation as a result of the certification granted by Sancert.
- 17.3** In acceptance of this agreement, the Organisation agrees not to hold Sancert or any of its employees or sub-contractors liable for any loss of possible work, in-process work or damage to any products due to failure of such products which are sub-standard. It should be noted that this agreement is to certify your management system process and not your product.
- 17.4** It should be noted that Sancert does all document reviews and audits on a sample basis. It is the company's responsibility to ensure all Risks, Environmental Aspects and Impacts, and Legal Register requirements are up to date and have been entrenched to a suitable level that the company requires. Sancert can only assess to a certain level due to the allotted time and therefore we do not take any responsibility or liability whatsoever for any registers, or risks that you have not identified or are not up to date. The onus is on the company to ensure all meet legal requirements. Sancert assesses procedures and documents to ensure all requirements of the ISO standards are implemented. Furthermore, this is not a legal audit and thus Sancert will only check a range of legal requirements in the allotted time.
- 17.5** It should also be noted that all assessments carried out have been on a sample basis and only random clauses have been assessed in the allotted timeframe to verify confidence in the company's entrenchment of the required ISO standards. If no problems are noted this does not mean none exist.
- 17.6** The results contained in all audit reports are only applicable to the date and the time of the assessment.
- 17.7** The information in the reports is privileged and confidential information intended solely for the use of the addressed person or entities and will not be reproduced without the full written approval of the Organisation.

18. NOTICE OF CHANGES

The Organisation hereby agrees to notify Sancert immediately in writing of any changes with regards to matters that may affect the capability of the management system to continue to fulfil the requirement of the certified system.

Examples of changes but are not limited to are:

- The legal, commercial, organisational status or ownership
- Organisational and management changes
- Contact address and sites changes
- Responsible person who originally approved this agreement.

The above changes do not affect the validity of this agreement in any manner.

19. INFORMATION TO BE PLACED ON PUBLIC DOMAIN

Once certification has been granted the following information will be made available upon request to interested parties:

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- Organisation Name, Location (e.g Cape Town – South Africa), Standard Certified Against (e.g ISO 9001:2015), Scope of Supply, Certificate issue date, Certificate Expiry date
- If any certificate gets suspended or withdrawn this information will be made available upon request to interested parties.
- All other information will remain confidential.

ANNEXURE “A”

Organisation Details

Specified on the quotation

ANNEXURE “B”

Conditions applicable to certification.

1. AUDIT FEES

The audit fees will be set as per quotation for a three-year period.

Payable as 50% 4 weeks prior to audit taking place. Dates will only be confirmed once payment has been received. The outstanding amount will be due after the audit has been completed and report issued. The fees are payable on presentation of invoice. Interest will be charged for late payments. No certificates will be issued unless full payment has been received.

Past payment history will have an influence on future payment requirements. If late payments are received, Sancert has the right to request payment upfront for upcoming audits to be scheduled.

2. RE-ASSESSMENT

If any audit reveals a shortcoming in the certified organisation’s management system, the organisation shall be responsible for payment of any additional costs that may be incurred by Sancert in ensuring that such shortcoming has been rectified by the organisation.

3. MANAGER RESPONSIBLE FOR THE MANAGEMENT SYSTEM

The name of the manager responsible for the organisation’s management system shall be submitted to Sancert in writing. Sancert shall also be advised immediately should there be any change of incumbent.

4. DOCUMENTS AND RECORDS

If it is agreed that part or all the audit will be done remotely, documents and records need to be shared at least 3 working days prior to the audit taking place. If the documents and records are not accessible by the day of the audit, Sancert reserved the right to charge for extra hours.

5. CANCELLATION / CHANGE OF AUDIT DATES ONCE THEY HAVE BEEN AGREED UPON

The following terms for cancellation or change of audit dates will be enforced:-

- 1 month notice for cancellation or change – No Charge
- 2 weeks notice for cancellation or change – 50% of the fee will be charged
- Less than a week for cancellation or change – 100% of the fee will be charged

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The above will be at Sancert's sole discretion. Each incident relating to cancellation or change will be reviewed by Sancert, depending on Sancert related risk issues.

ANNEXURE "C"

SECTION 32 OF THE STANDARDS ACT, 1993 (ACT NO. 29 OF 1993)

SECURITY

"32 (1) Any person who is or was concerned in the performance of any function in terms of this Agreement, shall not disclose any information which he / she obtained in the performance of such a function except –

- a) to the Minister of Trade and Industry;
- b) to any person who of necessity requires it for the performance of its functions in terms of this Agreement.
- c) if he / she is a person who of necessity supplies it in the performance of its functions in terms of this Agreement
- d) such information which is required in terms of any law or as evidence in any court of law;
- e) to any competent authority which requires it for the institution, or an investigation with a view to the institution, of any criminal prosecution; or
- f) by or on the authority of the Minister, or the Managing Director of Sancert.

(2) A written consent will be required by Sancert, Sancert employees or sub-contractors before any information is divulged.

(3) If Sancert is required by law / summons by government official to disclose information, Sancert undertakes to notify its Organisation of said requirement.

(4) For the purpose of Sancert maintaining confidentiality, Sancert will ensure that third parties have adequate cause to view confidential information and will be bound to sign a confidentiality agreement with Sancert before releasing such information.

ANNEXURE "D"

ASSESSMENT PROCESS:

- A document review will be done to ascertain if all clauses of the standard have been covered.
- A document review report will be sent to the Organisation.
- Any deviation will need to be closed out before the audit can take place.
- If the document review shows major gaps and missing procedures, the Organisation will need to update this before an audit date is set.
- Minor document findings will be addressed on site during the audit.
- All document findings must be closed during the final audit.

CERTIFICATION / RECERTIFICATION PROCESS:

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- Once the company has been assessed to the documented standards and an initial certification audit, a final report will be issued.
- The Organisation has up to 90-day period to address all findings raised and submit this back to Sancert. (Depending on the finding raised)
- In some instances, if there are major findings, the Auditor might have to re-audit these issues on site. The Organisation will be notified of this during the close out meeting.
- Once all findings have been closed out, Sancert will recommend the company for official certification / recertification.
- The certification committee will review all audit packs and give instruction that certification may be granted. Upon this process being completed Sancert will raise a draft certificate which will be sent to the client for approval with regards to correctness of information.
- Certificates will be issued within four weeks thereafter.
- Even though this is a 36-month agreement, certificates will be issued annually after each surveillance audit has taken place and only after deviations have been closed, therefore surveillance audits will be planned 9 – 11 months after last audit to ensure enough time is available to close out deviations before certificate expires. Certificates will be identified as 1 of 3, 2 of 3 or 3 of 3.

ANNEXURE “E”

ON-SITE, OFF-SITE AND OR PART OFF-SITE RULES AND REQUIREMENTS:

- In order for On-site, off-site and or part off-site certification audits to be deemed effective a number of documents and records need to be available or supplied for the auditors to review, this is over and above the documented management system.

THE FOLLOWING NEEDS TO BE AVAILABLE:

- A full internal audit covering all ISO requirements, including close-out of any non-conformances raised.
- An entrenched non-conformance system with a minimum of 5 non-conformances that have been recorded, analysed and actions taken to close out.
- An entrenched risk assessment process, indicating that the company has considered all relevant risks. A suitable number of risks should be recorded in order for the auditor to effectively access the system value.
- Documented objectives that are suitable for the company, are measured and monitored and reported to Top Management (i.e. Management Review Meeting).
- Records indicating that all staff have been made aware of the management system and policies.
- A fully documented management review meeting indicating that all required inputs and outputs of the mandatory requirements having been discussed. (This does not include process or production discussions but rather, objectives, internal audit results, non-conformances raised and the effectiveness of the management system)
- Outsourced processes that are critical to the organisations input and output of their product and or services need to be specified.

These terms and conditions are accepted by both parties and deemed to be binding by signing acceptance of the quotation.

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