

## Annex 1: Certification Agreement

### 1 General

- 1.1 Client acknowledges that DEKRA is obligated to comply with the requirements outlined in ISO 17021-1 and related parts 2 and 3. The current version of ISO 17021-1 is available for purchase from [www.iso.org](http://www.iso.org).
- 1.2 To fulfill our obligations as an accredited certification body, DEKRA Certification, Inc. ("DEKRA") is required by its Accreditation Bodies ("ABs") to enter into legally enforceable certification agreements with our clients (the "Certification Agreement"). By signing this agreement, you ("Client") expressly agree to the terms stated in this Certification Agreement. This Certification Agreement is a condition of DEKRA's accreditation, and it must be accepted in its entirety.
- 1.3 These terms shall apply to all of Client's sites certified by DEKRA.
- 1.4 Client shall continually fulfill the requirements for certification of its management system, and to changes to requirements for certification in accordance with the transition periods, as duly announced by DEKRA.
- 1.5 Client acknowledges and accepts that if the initial audit (Stage 1/ Stage 2) is planned successively with little time between them, then there is a risk that that the initial audit will not be successful due to the nature of the Stage 1 findings.
- 1.6 Nothing in this Certification Agreement affects DEKRA's absolute discretion over its decisions relating to certification, including the granting, refusing, and maintaining of certification, expanding or reducing the scope of certification, renewing, suspending or restoring following suspension, or withdrawal of certification.
- 1.7 DEKRA shall provide the name of and, if requested, background information, on each member of the audit team with sufficient time for Client to object to the appointment of any particular audit team member and for DEKRA to reconstitute the team in response to any valid objection.

### 2 Mutual Cooperation, Access and Safety

- 2.1 DEKRA and Client agree to cooperate and provide mutual assistance, including for access to all DEKRA and Client premises, information, documents, and records, necessary to enable any AB to verify that DEKRA's accreditation requirements have been satisfied.
- 2.2 Client agrees to allow any AB, such as ANAB, access to witness DEKRA's audit team performing an audit at Client's site. DEKRA shall notify the AB when a client refuses a witnessed audit. If a client transfers to another certification body to avoid having its audit witnessed, an accredited certificate will not be issued and ANAB will notify International Accreditation Forum ("IAF") member accreditation bodies of the refusal.
- 2.3 DEKRA and Client agree to provide access to documents providing insight on the level of DEKRA's independence and impartiality of DEKRA with regard to any relationship with other bodies. DEKRA and Client agree to cooperate and provide assistance in arranging witnessing of DEKRA audit teams conducting audits, if requested by any AB (including ANAB).
- 2.4 Client shall provide DEKRA, its employees, agents, representatives and subcontractors (collectively, "Representatives") access to Client's premises and shall ensure that the labor conditions at its premises do not create hazards to the safety or health of DEKRA's Representatives. Client shall provide DEKRA and its Representatives with protective gear and accompanying instructions at DEKRA's request.

### 3 Notification of Changes

- 3.1 Client agrees to inform DEKRA about the closure of any of the sites covered by any certification.
- 3.2 Client acknowledges that certification requirements may change, and both Client and DEKRA will be required to conform with those changes in accordance with the transition time periods announced by ABs. DEKRA shall notify Client if any certification requirements change and will verify that Client complies with the new requirements. DEKRA shall quote to the Client the cost of the verification before proceeding with the review.
- 3.3 Client shall inform DEKRA without delay of matters that may affect Client's continuing ability to fulfil the requirements of the certification standard, including:
- the legal, commercial, Cliental status or ownership;
  - Client and management (e.g. key managerial, decision-making or technical staff);
  - contact address and sites;
  - scope of operations under the certified management system;
  - major changes to the management system and processes.
- 3.4 For Occupational Health and Safety management systems (ISO 45001), client agrees to inform DEKRA, without delay, of the occurrence of any serious incident or breach of regulation necessitating the involvement of a competent regulatory authority.
- 3.5 For Environmental management systems (ISO 14001), client agrees to inform DEKRA, without delay, of the occurrence of any serious incident or breach of environmental regulation necessitating the involvement of a competent regulatory authority.

### 4 Confidentiality and Published Information

- 4.1 DEKRA is committed to keeping Client information confidential. DEKRA shall inform Client in advance if it intends to place any information in the public domain, except that DEKRA may reference Client's name and key details for marketing purposes and DEKRA may publish Client information as required by the certification.
- 4.2 Client acknowledges that DEKRA may, if requested, provide information to third parties about the status of Client's certification and its related standard, scope and geographical location, and that DEKRA may, if requested, disclose Client's confidential information to a relevant AB provided that DEKRA shall ensure that the AB is bound by similar confidentiality obligations.
- 4.3 DEKRA and Client shall ensure that any information that is required by an AB database is accurate and kept up to date for as long as the certification is in force.

### 5 Use of Certification Documents and Marks

- 5.1 Client shall:
- (a) Not use the DEKRA certification mark on a product nor product packaging nor in any other way that may be interpreted as denoting product conformity. There must be no ambiguity in the certification mark or the accompanying text as to what DEKRA has certified.
  - (b) not publish its certification status prior to DEKRA issuing a certificate
  - (c) Client shall not make or permit any misleading statement regarding its certification.
  - (d) Client shall not use or permit the use of a certification document or any part thereof in a misleading manner. upon withdrawal of its certification, discontinue its use of all advertising matter that contains a reference to certification by DEKRA.



(e) Promptly amend all advertising matter if the scope of certification changes.

5.2 Client shall not:

- (a) make or permit any misleading statement regarding its certification.
- (b) use or permit the use of a certification document or any part thereof in a misleading manner.
- (c) allow reference to its management system certification to be used in such a way as to imply that DEKRA certifies a product, process or service.
- (d) imply that the certification applies to activities and sites that are outside the scope of certification.
- (e) use its certification in such a manner that would bring DEKRA and/or the certification system into disrepute and lose public trust.
- (f) apply any DEKRA mark to a laboratory test, calibration, inspection report or certificate.

5.3 If Client makes any statement regarding a DEKRA-certified management system on product packaging or in accompanying information, the statement must not imply that this certifies the product, process or service. The statement must (i) identify the certified client (e.g. brand or name); (ii) the type of management system (e.g. quality, environment) and the applicable standard; and (iii) identify DEKRA as the certification body. (Product packaging is considered as that which can be removed without the product disintegrating or being damaged. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product.)

5.4 Certificates may be reproduced in color or black and white but must contain all information per the certificate without alteration.

5.5 Client may announce the receipt of their certification, with or without logos, on stationary and in literature/advertising in accordance with the following:

- (a) Company Name and Division(s)/Site(s) and Location(s) for which the certification applies must be noted. Client may not imply that all divisions/sites are certified unless a multi-site certification has been granted covering all divisions/sites.
- (b) Client must note the appropriate Standard for which their certification applies (e.g. ISO 9001, ISO 14001, TL 9000, AS9100, etc).
- (c) Scope of certification per Client's certification agreement and the certificate must be noted. Clients must not imply that all processes or services for a particular division/site are certified unless all have been certified. Example: A division/site may have a "manufacturing process" and a "service process". The certification might only cover one of the two processes; therefore, a Client may not claim that this division/site is certified without also noting the "scope".
- (d) DEKRA logos may not be used in Client's contracts with third parties.

5.6 Client must obtain written permission for use of the DEKRA name if it is to be used for any purpose not stated above. A sample of the proposed use must also be submitted to DEKRA with the request.

## 6 Appeals and Complaints

6.1 Client may initiate appeals or complaints by using the DEKRA Resolution Center (DRC) software (located at <https://www.dekra-forms.com/dekra-resolution-center/>). Appeals or complaints communicated directly to DEKRA will be entered on behalf of Client, using the Client's contact email in the web form.

6.2 DEKRA shall refer any valid complaint to Client at an appropriate time. DEKRA will determine, together with the Client and the complainant, whether and to what extent the subject of the complaint and its resolution must be made public. If DEKRA determines that a short notice audit is necessary, this audit shall be completed within 90 calendar days from receipt of the complaint.



6.3 If DEKRA is required by law or contract to share information with an AB, DEKRA will send the AB a separate email with all evidence, both confidential and non-confidential, and the final decision regarding the complaint. Appeals will be escalated as appropriate.

## 7 Suspension, Withdrawal, and Reduction of Scope

7.1 DEKRA will suspend certification in the following cases:

- (a) If Client has persistently or seriously failed to meet the certification requirements, including requirements for the effectiveness of the management system;
- (b) If Client does not allow surveillance or recertification audits to be conducted at the required frequencies; or
- (c) If Client voluntarily requests a suspension.

7.2 DEKRA has the discretion to suspend certification for the following reasons:

- (a) Major nonconformities that could result in nonconforming product;
- (b) Failure to close a major Nonconformity in the required time frame;
- (c) Failure to meet the conditions of the certification agreement;
- (d) For TL 9000 Clients, failure to update QuEST database in required time frame;
- (e) For AS9100 Clients, failure to update the site administrator in the OASIS database.
- (f) For ISO 45001 Clients, failure to demonstrate their ongoing commitment to legal compliance.

7.3 While under suspension, Client's certification is temporarily invalid. DEKRA shall advise Client on steps to be taken.

7.4 If Client fails to meet the terms of the certification agreement and/or fails to resolve the issues that resulted in the suspension, DEKRA may (i) withdraw the certification or (ii) reduce the scope of the certification to exclude the products, processes or services not meeting the requirements.

7.5 DEKRA will restore the suspended certification if the issue causing the suspension is resolved.

7.6 In lieu of suspension, DEKRA may reduce the scope of client certification to exclude the parts not meeting the requirements, when the certified client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification.

## 8 Multi-Site Sampling

8.1 Per IAF MD1, when nonconformities are found at any individual site, either through Client's internal auditing or from auditing by DEKRA, an investigation must take place to determine whether other sites may be affected. DEKRA may require Client to review the nonconformities to determine whether they indicate an overall system deficiency applicable to other sites or not.

- (a) *If Client finds an overall system deficiency*, Client must take corrective action and verify the steps taken both at the central office and at the individual affected sites.
- (b) *If Client does not find an overall system deficiency*, Client must demonstrate to DEKRA the justification for limiting its follow-up corrective action. Client shall provide evidence of its actions to DEKRA and DEKRA may increase Client's sampling frequency and/or the size of sample until DEKRA is satisfied that control is re-established.

## 8.2 ELIGIBILITY OF A MULTI-SITE ORGANIZATION FOR CERTIFICATION

- a) The organization shall have a single management system.
- b) The organization shall identify its central function. The central function is part of the organization and shall not be subcontracted to an external organization.
- c) The central function shall have organizational authority to define, establish and maintain the single management system.
- d) The organization's single management system shall be subject to a centralized management review.
- e) All sites shall be subject to the organization's internal audit program.
- f) The central function shall be responsible for ensuring that data is collected and analyzed from all sites and shall be able to demonstrate its authority and ability to initiate organizational change as required in regard, but not limited, to:
  - (i) system documentation and system changes;
  - (ii) management review;
  - (iii) complaints;
  - (iv) evaluation of corrective actions;
  - (v) internal audit planning and evaluation of the results; and
  - (vi) statutory and regulatory requirements pertaining to the applicable standard(s).

See additional requirements for multisite sampling under additional sector-specific requirements, especially for Energy Management Systems (ISO 50001)

### Additional Sector-specific Requirements

#### 9 Aerospace Sector (AQMS standards AS9100 or AS9120)

- 9.1 Client shall provide copies of the audit report and associated documents/records to its customers and potential customers at their request unless Client can justify the refusal. Client may provide access to this data through the OASIS database or by providing the audit report directly to the customer.
- 9.2 Client shall identify an OASIS administrator and shall be responsible for notifying DEKRA of significant changes affecting Client's certification (e.g. changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).
- 9.3 Client shall support the ABs, Other Party (OP) assessors, customer representatives, and regulatory authorities if they choose to accompany DEKRA to witness or confirm of the effectiveness of the DEKRA audit process.
- 9.4 If required, DEKRA will provide "right of access" to all records to Client's customer, an applicable AB or Registrar Management Committee (RMC) and other regulatory or government bodies for the purpose of verifying DEKRA's certification or registration criteria and verifying that methods are in accordance with the applicable International Aerospace Quality Group (IAQG) certification or registration scheme.
- 9.5 Client shall allow DEKRA to provide Tier 1 data (i.e., information on the issued AQMS standard certificate - public domain) and Tier 2 data (e.g., information and results of audits, assessments, nonconformities, corrective action, scoring, and suspensions - private domain) to the OASIS database.
- 9.6 Client shall provide access to the Tier 2 data in the OASIS database to their aviation, space, and defense customers and authorities upon request unless Client can justify the refusal.

- 9.7 If Client's AQMS certification is suspended or withdrawn, Client shall immediately notify its aviation, space, and defense customers. Failure of a certified Client to provide proper notification will be cause for withdrawal from the Industry Controlled Other Party (ICOP) scheme and the OASIS database listings.
- 9.8 Prior to contracting for and conducting AQMS standard audits, DEKRA shall ensure that classified material or export control requirements related to certification body auditor access are disclosed to Client's aviation, space, and defense clients and included in the service contract and audit planning activities. Both DEKRA and Client shall maintain records of the disclosure and agreements regarding auditor access.
- 9.9 DEKRA shall initiate the certification suspension process if Client fails to demonstrate that conformance to the applicable standard has been re-established within 60 days after the issuance of a Nonconformity Report.

**10** Medical Device Sector (ISO 13485)

Where it is required by law or by a relevant regulatory authority, DEKRA will release audit report information and information about certifications granted, suspended or withdrawn to the regulatory authority.

**11** Telecom Sector (TL 9000)

DEKRA will cite conformance to ISO 9001 on the certificate. DEKRA and Client agree to follow the Code of Practice as outlined by QuEST Forum. Any disputes over TL 9001 interpretations will follow the previously cited "Appeals and Complaints" Section 6.

**12** Superior Energy Performance Sector (ANSI/MSE 50028)

- 12.1 DEKRA shall work with the SEP Administrator in meeting the SEP legal requirements.
- 12.2 Client acknowledges that this agreement includes consideration of SEP Administration requirements and this is the legally enforceable agreement per SEP requirements.
- 12.3 Client acknowledges that, regardless of any other contractual requirements, final SEP specific contractual requirements for clients are defined in the SEP Certification Protocol or by the SEP Administrator.
- 12.4 For purposes of SEP audit confidentiality, the SEP Administrator is not considered a third party and is entitled to the information specified within the relevant certification standards (including ISO 17021-1, ISO 50003, ANSI/MSE 50021 or 50028-1:2019) and the SEP Certification Protocol.
- 12.5 Client notices of change must include changes that may affect the capability of the energy management system or the SEP requirements claims to continue to fulfill the requirements of the standard and the SEP requirements used for certification. This includes changes relating to major energy consumption related to facilities, systems, processes, or equipment or changes in source or changes in energy performance or SEnPI. Notices of changes to the scope of an energy management system shall include a change in the type of model used to demonstrate SEnPI energy performance through an updated application prior to any recertification audit.
- 12.6 Client is responsible for making necessary arrangements for the conduct of the audits, including provision for examining documents, data and records and the access to processes, areas, facilities, energy systems, equipment and personnel to demonstrate energy performance and conformance to the energy management system during the initial certification, surveillance, and any recertification.
- 12.7 DEKRA shall inform the SEP Administrator of any change in Client's certification status and any verified complaints about performance concerning DEKRA or its certified personnel.

**13** Energy Management Systems (ISO 50001)

13.1 The data appropriate for demonstrating energy performance is collected and can be analyzed by the central function.

13.2 The central function shall be responsible for ensuring that data (energy and other) from all sites is collected and analyzed. It shall be able to demonstrate its authority and ability to initiate organizational change as required regarding, but not limited to

- (i) Consistent planning process
- (ii) Consistent criteria for determining, adjusting or revising EnB(s), relevant variables and EnPIs
- (iii) Consistent criteria for establishing objectives, energy targets and action plans
- (iv) Centralized process for evaluating applicability and effectiveness of action plans and EnPIs
- (v) Consistent criteria for evaluating energy performance improvement

**14** Automotive Sector (ISO/TS or IATF 16949)

14.1 Client shall only use the IATF logo related to this certification scheme as displayed on the certification issued by DEKRA. Client may make copies of the IATF 16949 certification bearing the IATF logo for marketing and advertising purposes.

14.2 Client's consultants cannot be physically present at Client's site during the audit or participate in the audit.

14.3 Change notification requirements include the requirement to notify DEKRA for changes related to transfer to a new IATF recognized certification body and notification of special status by an IATF OEM customer.

14.4 Contracts may be extended by DEKRA until all transfer activities to a new certification body are complete.

**15** Information Security/Personal Information (ISO 27001/27701)

14.1(27006 8.4.1) Before the certification audit, the client must report if any ISMS/PIMS related information (such as ISMS/PIMS records or information about design and effectiveness of controls) cannot be made available for review by the audit team because it contains confidential or sensitive information. DEKRA shall determine whether the ISMS/PIMS can be adequately audited in the absence of such information. If DEKRA concludes that it is not possible to adequately audit the ISMS/PIMS without reviewing the identified confidential or sensitive information, it shall advise the client that the certification audit cannot take place until appropriate access arrangements are granted.

14.2(27006 9.1.3.3) At least the following information shall be provided by the client during stage 1 of the certification audit: a) general information concerning the ISMS/PIMS and the activities it covers; b) a copy of the required ISMS/PIMS documentation specified in ISO/IEC 27001/27701 and, where required, associated documentation.

14.3 (27006 9.1.3.4) DEKRA may not certify an ISMS/PIMS unless it has been operated through at least one management review and one internal ISMS/PIMS audit covering the scope of certification.

- 14.4 (27006 9.1.3.5) Client's information security risk assessment and risk treatment properly must properly reflect its activities and extends to the boundaries of its activities as defined in the scope of certification. This must be reflected in the client's scope of their ISMS/PIMS and Statement of Applicability. There must be at least one Statement of Applicability per scope of certification. Interfaces with services or activities that are not completely within the scope of the ISMS/PIMS must be addressed within the ISMS/PIMS subject to certification and are included in the client's information security risk assessment. An example of such a situation is the sharing of facilities (e.g. IT systems, databases and telecommunication systems or the outsourcing of a business function) with other organizations.
- 14.5 (27006 9.1.5.1.2) Every site included in the ISMS/PIMS which is subject to significant risks must be audited by DEKRA prior to certification.
- 14.6 (27006 9.1.5.1.2) In the case of a nonconformity being observed, either at the head office or at a single site, the corrective action procedure applies to the head office and all sites covered by the certificate.
- 14.7 (27006 9.6.4) If a client with a certified ISMS/PIMS makes major modifications to its system or if other changes take place which could affect the basis of its certification, a Special Audit may be required at DEKRA's discretion.

## 15 Occupational Health & Safety (ISO 45001)

- 15.1 Full legal compliance is expected to the requirements of stakeholders and interested parties of the Client. The perceived worth of accredited certification in OH&S field is closely related to the achieved satisfaction of the interested parties in relation to legal compliance.
- 15.2 The Client shall be able to demonstrate that it has achieved compliance with the legal OH&S requirements that are applicable to it through its own evaluation of compliance prior to the Certification Body granting certification.
- 15.3 Where the Client may not be in legal compliance, it shall be able to demonstrate it has activated an implementation plan to achieve full compliance within a declared date, supported by a documented agreement with the regulator, wherever possible for the different national conditions. The successful implementation of this plan shall be considered as a priority within the OH&SMS.
- 15.4 Exceptionally, DEKRA may still grant certification but shall seek objective evidence to confirm that the organization's OH&SMS:
- (a) is capable of achieving the required compliance through full implementation of the above implementation plan within the due date and
  - (b) has addressed all hazards and OH&S risks to workers and other exposed personnel and that there are no activities, processes or situations that can or will lead to a serious injury and/or ill-health, and
  - (c) during the transitional period has put in place the necessary actions to ensure that the OH&S risk is reduced and controlled





Compliance with this Certification Agreement is required to do business with DEKRA Certification Inc.

<i>Company Name:</i>  <i>Signature:</i> _____  <i>Name:</i> _____  <i>Title:</i> _____  <i>Date:</i> _____	<i>Company Name: DEKRA Certification, Inc.</i>  <i>Signature:</i> _____  <i>Name:</i> _____  <i>Title:</i> _____  <i>Date:</i> _____
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