



**May 2016**

**The terms and conditions for the certification to Social Accountability management system SA 8008 and the social fingerprint (SF).**

**Company name :** \_\_\_\_\_ **IQC #** \_\_\_\_\_.

These terms are for organizations who wish to acquire a certification according to an international standard SA 8000. The rules described below arise from the requirements of the international accreditation body (SAAS).

The Preliminary approval of the management system is according to the valid SA8000 standard: an initial approval process is conducted by IQC/IQM consists of the following steps :

Preliminary evaluation of the organization of its social fingerprint via the SAI webinar.

**Stage One:** Assessment of the organization's quality system which includes :

Review of the Quality manual and / or procedure, in comparison with the requirements of the SA8000 standard. Level of preparedness for social accountability.

Review of the management review & internal audit documentation. Score of the self assessment social fingerprint.

The documentation should be sent at least 3 weeks before the audit. These must be sent together with the organization's scope of activities as requested to appear on the certificate.

**Stage Two** - certification audit

The audit is conducted after performance and approval of stage one - review of the organization's documents as listed above and the organization's readiness for the audit .

IQC / IQM should send the audit program to the organization, a few days before the audit date. Evaluation by the auditor of the social fingerprint.

At the end of the audit a comprehensive report will be submitted to the organization within 7 working days. Any findings shall be left at the closing meeting.

**Approval issuance & validity of the certificate**

After the organization's successful completion of audit and corrective actions, the audit results will be forwarded to a Certification Committee in IQC –Israel for approval.

A certificate will be granted after the committee's approval and the fulfillment of financial



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QAS10-4E 28.4.2010 Page 1 of 5

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obligations, compliance to the standard. The score from the social fingerprint will also be considered as one of the factors for the decision for certification.

The certificate's validity is subject to fulfillment of the process described below.

### **Requirements to maintain the certification**

Upon receipt of the certificate, the organization undertakes to maintain the SA 8000 management system requirements.

Surveillance audits will be held every 6 months as specified in quotation and the requirements of the standard. The second surveillance will be unannounced and will include a re-evaluation of the social fingerprint which is reviewed annually at surveillance 2, 4 and re-certifications audits.

Prior to the end of certificate validity, a re-certification audit will be conducted in order to renew the certificate's validity. All the audit's duration will be determined according to the international requirements.

### **Changes in the organization's management system**

During the certification period if there were significant changes in the organization's management system, the organization will report this immediately to IQC/IQM, who will assess their significance in relation to standard requirements. Minor changes in the management system in question, in the manual and / or procedures, will be reviewed by the auditor in the next audit.

### **Appeal Committee**

IQC has an Appeal Committee whose function is to discuss the Certification results of organizations. Customers may apply to this committee to consideration their case.

### **Complaints**

An organization which has been certified for a standard, will undertake to keep a record of all complaints as well as the corrective actions taken.

### **Certificates cancellation**

IQC may revoke or suspend a certificate, if the customer has not fulfilled his duties and obligations towards IQC.

The cancellation or suspension may be a result of the following: the organization's failure

to complete corrective actions within a defined period, a repeated non conformities with regards to the standard, postponement of audits, usage of the Certification logo in a way that is not permitted, failure to meet financial commitments towards IQC.

**Cancellation or suspension** will be for a defined period or indefinitely. Within this period the organization undertakes not to make use of the certificate, the certificate and / or logo, and undertakes to send the certificate back to - IQC within 14 days of receiving the cancellation notice.

Should the organization continue to use the certificate and / or logo without permission, IQC will be entitled to file a sue in a court of law for this usage without permission and report to any certifying body relevant to the standard.

#### **Maintaining confidentiality**

Auditors and all IQC/IQM employees will keep confidentiality of the information that becomes their knowledge, as a result of their function. This section does not apply to advertising the existence of a certificate, its validity and the scope of activity to which the certificate refers.

#### **Payments**

All payments charged to IQM are in INR.

#### **Schedules**

IQC auditors are committed to the following schedule:

Documentation examination - up to 15 business days, schedule of a Phase I audit - up to 4 weeks from the organization's request, schedule of a certification audit (Phase II) between 3 weeks and up to 3 months from the phase I audit.

Signing of a quotation is subject to an alliance with IQC/IQM as well as a consent to all that is stated in this document and acceptance of the conditions listed in it.

#### **Termination of agreement**

Termination will be done by written notice to the second party, three months in advance.

Following lack of action / non-fulfillment of obligations

When one of the parties substantially breaches this agreement.

If either parties goes bankrupt or is handed over to an official receiver or that a manager / receiver is appointed to it, or part of it.

If one of the parties cease to hold his business completely or partially.

In the event of termination of this Agreement, by notice, lack of action / non-fulfillment of obligation or otherwise, the given IQC certificate will become void, the customer will stop making use of it and undertakes to return it to - IQC within 14 days of the written demand.

### **Basic terms**

The Organization guarantees and commits to IQC that during the period of the agreement it will meet all reasonable requirements, laws, rules and regulations necessary for the granting & preservation of the certificate.

The organization guarantees that all documents provided to IQC/IQM for the purposes of this agreement are accurate.

The organization undertakes to allow any accreditation body to observe in an audit.

The organization undertakes to allow the auditors of IQC/IQM to view any document or records, processes and locations under the certification scope.

### **liability**

Except in the case of intentional negligence on the part of IQC/IQM, its employees, IQC/IQM shall not bear responsibility for any loss or damage incurred to any person as a result of any failure or error caused in one way or another during the performance of an audit, certification or any other action within IQC/IQM services.

In the event of negligence as mentioned above, the value of loss, damage or anything else that IQC/IQM will be found liable for, will be limited to the amount not exceeding the maximum fee charged by IQC/IQM (if any), for the service in question, within which negligence is claimed.

This section shall not apply to a case of death or any injury, however the organization shall have, at all times, a suitable insurance covering any liability arising from carrying out any action pursuant to this Agreement.

### **Compensation**

The organization will compensate IQC/IQM for all costs, claims, actions and demands arising from -

A. Services provided by IQC/IQM except suits arising from negligence on behalf of IQC-IQM, its employees or agents.



B. The organization's improper use of the certificate, permit, approval, logo or symbol of approval granted by IQC in accordance with this Agreement.

**Force Majeure.**

IQC/IQM or /and the organization will not be responsible in events where obligations could not be fulfilled as a result of force majeure and could not be foreseen.

**Law**

This agreement is subject to Israeli law and the parties accept the legal authority / jurisdiction of Israeli courts, all messages and procedures will be considered as performed correctly if sent by registered mail to the other party's address, as appears in the contract between the organization and IQC, or as the other party will notify at a later date.

I understand and hereby agree to abide to the following terms and conditions for the certification to SA8000.

Company representative name : \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_