



STANDARDS ORGANISATION OF NIGERIA

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CERTIFICATION TERMS AND CONDITIONS

BETWEEN

STANDARDS ORGANISATION OF NIGERIA

AND

.....



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THIS TERMS AND CONDITIONS is made thisday of..... year 20... BETWEEN Management Systems Certification Directorate of the Standards Organisation of Nigeria, a Parastatal established by Act No. 56 of 1971 Cap S9 Laws of the Federation of Nigeria and having its head office at No. 52, Lome Crescent, Wuse Zone 7, Abuja (herein referred to as MSC) which expression shall where the context so admits, include its successors in title and assigns of one part

AND

..... (herein referred to as the (APPLICANT) whose address is situate at No..... which expression shall where the context so admits, include its successors in title and assigns on the other part.

WHEREAS

- 1. SON is a Federal government agency in the Federal Republic of Nigeria in charge of Standardization, Certification, Conformity assessment as well as management system assessment
- 2.....is a Company registered under the Companies & Allied Matters Act, Laws of the Federation of Nigeria 1990 whose registered office address is at No.....

1. OBJECTIVES / PURPOSE OF THIS TERMS AND CONDITIONS

The purpose of this TERMS AND CONDITIONS is to set forth the terms and conditions for MSC to implement certification program on the Client’s established management system towards issuance of certificate of conformity with requirements.

2. GENERAL REQUIREMENTS

This section provides information on the SON Certification program and the expectations for achieving certification as well as operating in line with the defined relevant Management System.

The MSC processes all matters of enquiry, application, auditing and, the status of Certification. All information regarding Certification are obtainable from MSC unless under appeal.

The application will be processed when MSC receives a copy of the relevant documents (relevant Management System Manual and/or other required documents) including the completed Application Form and signed copy of this TERMS AND CONDITIONS.



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The application shall be processed if the following conditions are met:

- the management system (covering all the requirements of the applicable Standards) has been operational for not less than 6 months,
- there has been at least an internal audit covering the entire system including taking effective corrective action on all the findings, and
- there has been a management review

3. GENERAL CONDITIONS

In order to obtain and retain certification, the applicant shall comply with the following:

- a. The applicant shall make available to MSC all information deemed necessary by it, in order to complete the assessment program;
- b. MSC, if not satisfied that preliminary application requirements are met, shall inform the Client of those aspects in which the application has failed;
- c. When the Client can show that remedial action has been taken, within the time limit specified to meet all the requirements, MSC will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;
- d. If the applicant fails to take remedial action within the specified time limit, it may be necessary for MSC, at additional cost to the Client, to repeat the assessment in full; and
- e. Any certificate issued will relate only to the site or sites assessed and the scope of such Certificate will be stated on the Assessment Schedule, which accompanies that Certificate.

4. CERTIFICATION PERIOD

The contract between SON and the client will be the issuing of the pre or initial audit schedule by the MSC or a certificate. The contract shall be for 3 years, in the first instance. After 3 years the acceptance and successful execution of a revalidation audit shall lead to another 3 year extension of the certificate.

The Client shall ensure that responsibility for Management System related activities is clearly defined and communicated to MSC, by appointing a designated person who is authorized to maintain contact with MSC. Any change to the designated appointee shall be communicated to MSC in writing.



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5. INITIAL ASSESSMENT OF THE APPLICANT'S MANAGEMENT SYSTEM

The assessment of the Management System of an applicant shall be carried out in two stages; a Documentation review process followed by On-site audit. All records produced for the implementation and operation of the Management System shall be readily available for evaluation by SON. Recommendations at the end of the Pre-assessment shall be limited to extent of implementation of the elements of the Management System. Time-frame for implementing effective corrective action on all findings shall be specified. However, the Applicant shall be required to progress the System to Certification within the next 6 months. Any request for further Audit will be treated as being received from a new Applicant.

All the findings of audit shall be brought to the attention of the Applicant and recorded. The findings will form the basis for recommendation and further action.

6. CERTIFICATION AUDIT

The Certification audit follows the same procedure as the Initial Audit except for the activities leading to conclusion of the audit process. The audit process shall treat all audit findings related to a Pre-assessment in a manner similar to the internal audit conducted by the Organisation. Where any corrective action is not effective, this shall be recorded as a non conformity.

The Lead Auditor makes recommendation on the status of the management system audited. Corrective actions shall be implemented on all observed non-conformities and a non-conformity resolution report submitted for desktop review, to MSC within 90 days of audit closing meeting. Upon verification of the effectiveness of corrective action taken on all nonconformities, the audit summary is circulated to the Certification Decision Committee for consideration. The Committee evaluates the information presented and makes recommendation on Certification (including Revalidation, Suspension or Withdrawal of Certificate) for approval of the Director General of SON.

7. CERTIFICATION RETENTION

When satisfied that the Client meets all the requirements for certification, MSC will inform the applicant and issue a Certificate. The Certificate shall remain the property of SON and may be copied or reproduced for the benefit of a third party if the word "copy" is marked thereon.

A list of current certificate numbers shall be publicly available. The Certificate will remain valid unless a surveillance audit reveals deterioration in the Management System of the Certificate holder or when defined period for surveillance is not adhered to by the Client.



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8. SURVEILLANCE

SON shall carry out periodic 6 monthly surveillance audits, which shall cover aspects of the Management System at the discretion of the Team Leader. A six-monthly or yearly certification fee is charged covering administration, assessment and logistics related to the audit (as detailed in Section B). The time/cost of surveillance audit shall be subject to change based on applicable guidelines. Where MSC cannot conduct the surveillance audit due to failure of the Client to make the system available, the fee will still be charged in accordance with Part B if the client wishes to maintain the certification. This charge does not replace the surveillance audit charge (without logistics) at the rescheduled period the client requests. MSC shall have access to the Certificate holder's sites for surveillance purposes whenever deemed necessary and shall reserve the right to make unannounced visits as required at no cost to the client.

The Certificate holder shall maintain a register recording all customer complaints relating to those products, processes or services covered by the Certificate and make this available to MSC on request including records of all communication and actions taken. The client shall immediately inform MSC on any past or future violations/prosecutions relating to Environmental, Health and Safety or associated laws. The Certificate holder shall be informed of the results of each surveillance audit.

9. CERTIFICATION RENEWAL

In order to revalidate its Certificate at the end of every three-year cycle, the Certificate holder shall be required to follow the same procedure as the Certification assessment: see clause 6. The Certificate holder shall be informed of the requirement for Certificate renewal including the fact that audit shall be performed once a year after the first three year cycle.

10. SYSTEMS MODIFICATION

The Certificate holder shall inform MSC in writing, of any intended Change of company name, status or legal entity, modification to the product, process, service or Management System, which may affect compliance with the relevant standard. MSC will determine whether the notified changes require additional assessment. Failure to notify MSC of any intended modification may result in suspension of the Certificate.

11. AMENDMENT OF SCOPE OF CERTIFICATION

Any request for amendment of scope of certification in writing, shall be considered subject to clause 2, clause 10 and limited audit at a charge commensurate with the adjustment requested. Upon verification of effectiveness of corrective actions on the non-conformities observed during the limited audit, a new certificate bearing the new scope shall be issued to the client in line with



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clause 3(e). In all cases, the validity of the new certificate shall depend upon the first issue as outlined in clause 4.

12. PUBLICITY BY CERTIFICATE HOLDER

A Certificate holder may make reference in communication media that its product, process or service has been assessed and may apply the relevant mark of conformity to stationery and promotional material relating to the scope of certification, as detailed in PART C. The Certificate holder may not, however, apply the mark of conformity in relation to the product unless they have also been registered for Product Conformity. In every case, the Certificate holder shall ensure publications and advertising are devoid of any confusion between registered and non-registered products, processes and/or services.

The Certificate holder shall not make any claim, which could mislead third parties to believe that a product, process or service has been registered when, in fact, it has not.

13. MISUSE OF CERTIFICATE

MSC shall take suitable action to deal with incorrect references to certification/registration or misleading use of Certificate found in advertisements, catalogues, etc. These include suspension or withdrawal of certificate, legal action and/or publication of the transgression.

14. SUSPENSION OF CERTIFICATE

A Certificate may be suspended by MSC for a limited period in cases such as the following:

- a. If Corrective Action Requests have not been satisfactorily complied with, within the designated time limit;
- b. If a case of misuse of the Certificate, is not corrected by suitable retractions or other appropriate remedial measures by the Certificate holder;
- c. If there has been any other contravention of the SON certification Terms and Conditions. The Certificate holder shall not identify as certified any product, process or service that has been offered under a suspended Certificate.

MSC will confirm in writing to the Certificate holder the suspension of a Certificate. At the same time, MSC shall indicate under which conditions the suspension will be removed. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled. On fulfillment of these conditions the suspension shall be lifted and the Certificate holder notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.



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All costs incurred by SON in suspending and reinstating a Certificate will be charged to the Certificate holder.

15. WITHDRAWAL OF CERTIFICATE

MSC may withdraw a Certification and recall the Certificate for any of the following reasons:

- When the conditions for suspension have not been removed within the specified time period,
- If a surveillance audit reveals that nonconformities to the requirements are of a serious nature requiring immediate withdrawal as determined by the Certification Decision Committee,
- When formally requested by the Client,
- If the Client no longer supplies the product, process, or services for which they are registered and revision of the scope of registration is not possible,
- If the Certified Organization does not or cannot ensure conformance to new requirements when system requirements are changed, and/or
- If the Client fails to meet any other provisions of the contract between MSC and the Certified Organization.

A Certified Organisation may appeal to SON any decision to suspend or withdraw certification. Appeals are subject to the appeals procedure of SON.

In any of these cases, SON has the right to withdraw the certificate by informing the Certificate holder in writing. SON may publish at its discretion details of all suspended, cancelled or withdrawn certificates without prior notice as it sees fit.

In cases of withdrawal there is no reimbursement of assessment charges paid.

16. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if the Certificate holder advises SON in writing that it does not wish to renew the Certificate, no longer exists or no longer offers the product, process or service. In case of cancellation no reimbursement of assessment fees shall be made by SON.

All cancelled certificates will be returned to MSC within 30 days from the date of notification. If the original certificates are not returned the annual certification fee shall be charged which is equivalent to the yearly audit fee. This shall be levied until the date of expiry on the certificate.

17. FEES

Fees will be detailed in the Invoice submitted to a Client. As costs are based on the charge rate applicable at the time of presenting an Invoice, MSC reserves the right to increase charges during the certification period. Applicants and Certificate holders will be notified of any increase in fees through the Invoice raised by MSC.



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Except where SON is in default, additional fees shall be charged for services that are not included in the agreed scope and for surveillance visits required due to non-conformances being identified in the Management System. These will include costs resulting from:

- a. Repeats of any part, or all, of the assessment program due to the initial certification/registration requirements not being met;
- b. Additional work due to suspension, withdrawal and/or reinstatement of a Certificate;
- c. Re-assessment due to changes in the Management System;
- d. Any costs connected with confirmed visits that are cancelled at short notice.
- e. Where a client has requested a transfer from another certification body and a certificate has been issued prior to a surveillance audit being undertaken, this shall be free of charge providing the next surveillance audit is undertaken. Should the client subsequently cancel the surveillance audit, a charge will be levied at our standard day rate for the applicable standard, to cover the cost of the initial certification.

The fee quoted shall exclude travelling and subsistence expenses, which will be charged at cost. All fees and additional charges are subject to local taxes of Nigeria.

18. APPEALS

If, for any reason, notification is given which may result in a Certificate not being issued or being withdrawn, the applicant or Certificate holder has the right to appeal.

Notification of the intention to appeal must be made in writing and received by the Head of MSC within seven days of receipt of notification of the non-issue or withdrawal of the Certificate.

An Appeal Form will be sent to the applicant or Certificate holder for completion and must be returned to SON through the MSC. The HOD, MSC shall present all relevant information to the Integrity and Impartiality Committee at the next meeting from the date of receipt of the appeal, supported by relevant facts and data for consideration.

The decision of the Integrity and Impartiality Committee shall be final and binding on both the Certificate holder and MSC. Once the decision regarding an appeal has been made, no counterclaim by either party in dispute can be raised to amend or change this decision.

In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against MSC for reimbursement of costs or any other losses incurred as a result of withholding or the initial withdrawal notification.

19. COMPLAINTS



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If an applicant or a Certificate holder has cause to complain regarding the conduct of MSC Auditor(s), the complaint shall be made in writing, without delay and addressed to the HOD, MSC. If the complaint is made against the HOD or any Certification Directorate staff, the letter of complaint shall be addressed to the DG/CE of SON.

This information shall be brought for deliberation and recommendation of the Certification Decision Committee. The DG (SON) shall make a final decision on the matter.

20. LIABILITY

MSC or associated SON units shall not be involved or cited by the Applicant/Certificate Holder in any litigation arising from the Clients activities, including products produced, sold or any services offered.

In the event of any claim SON liability to the Client shall not exceed the amount paid to SON in respect of the specific service rendered by MSC. SON shall not be liable for any losses or damages incurred. Furthermore, SON liability does not extend to the organizations or individuals there-of represented on SON Integrity and Impartiality Committee.

21. INDEMNITY

The Client shall indemnify SON against any losses or damages suffered by SON arising from the Client's neglect of SON Audit-personnel and the absence of contributory neglect whilst in the Client's premises or in the event of misuse of the Certificate of certification and certification Mark.

22. APPLICABLE LAW

It is agreed that this contract shall be construed in accordance with the laws of Nigeria and the execution hereof shall be deemed to have taken place within Nigeria. Each party hereby agrees that jurisdiction for the resolution of any dispute shall be in the Courts of the Federal Republic of Nigeria.

23. CONFIDENTIALITY

SON MSC is responsible for ensuring that confidentiality is maintained at all levels of its Organisation concerning information obtained from the Client in the course of its certification and shall be liable for any breach in this respect.

PART B

Charges for Certification Activities

Charges payable to SON by the Client that are related to Pre-assessment, Certification or Surveillance shall be in Naira and classified as follows:



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- **Application Charge:** This is a charge arising from obtaining and returning a completed Application Form.
- **Documentation review:** This is the fee charged for Contract staff and Auditors assessing the adequacy of the documents submitted by the Client. The relevant Management System Manual is compared with the requirements of the applicable Standard to determine if the Client has claimed by implication of the content of the documents that requirements have been established, implemented and maintained.
- **Administrative Charges:** Covers the information gathering, processing and activities of contract review that are relevant to the certification process.
- **Audit charge:** This is the charge for delivering the service. This is based on the estimated number of man-hours necessary for the on-site activities and shall vary depending on the size of the processes within the scope, complexity of the processes and competence of personnel. This shall be based on an 8-hour working day (including all relevant breaks) and can be obtained from the MSC for the applicable business sector of the Client's.

Audit Cancellation Charge

Where the Client cancels or postpones the date of on-site audit after it has been agreed to, a charge is payable under the policy set out below.

- **Audit Cancelled by Client within fifteen (15) to thirty (30) calendar-days of scheduled audit date.** 25% of projected auditor day rate total, in addition to 100% of Auditors expenses (e.g. travels subsistence allowance).
- **Audit Cancelled by Client within eight (8) to fourteen (14) calendar-days of scheduled audit date.** 50% of projected auditor day rate total, in addition to 100% of associated non-refundable auditor expenses (e.g. travels subsistence allowance).
- **Audit Cancelled by Client within one (1) to seven (7) calendar-days of scheduled audit date.** 100% of projected auditor day rate total, in addition to 100% of associated non-refundable auditor expenses (e.g. travels subsistence allowance).

PART C:

Use of Certification Mark

1. Upon certification, and as long as the Client continues to operate in conformance to its certified Management System requirements, the Registered Organization is entitled to use the Certification Mark. Camera-ready artwork of the Mark in various sizes is available to Certified Organizations.
2. A Certified Organization may use the Mark on correspondence, advertising, and promotional materials which are related to the goods and services identified in the scope of the Certification and in respect of the applicable management system.
3. The Certification Mark shall not be used on a product, related documentation, or in such a way as to suggest that SON has approved any product, process, or service of the Organization.
4. When the Certification Mark is used, it must always be in conjunction with the Organization's name and certification number.



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5. The Registered Organization shall immediately, upon written notification, cease and desist from the use of the Mark

- upon suspension or cancellation of its Certification
- in any manner which SON interprets as misleading.

6. Any misuse of the Certification Mark may be cause for suspension or cancellation of an Organization's certification.

7. The SON Certification Mark shall be reproduced:

- in black, its original colors, or the predominant color of the letterhead or printing,
- on a clearly contrasting background, and
- in a size which makes the features of the certification Mark clearly distinguishable and without distortion of its dimension.

The length of a side shall not be less than 12mm.

THE ENQUIRY DOCUMENT SHALL BE ENDORSED IN WITNESS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN HAVE BEEN READ AND UNDERSTOOD.