



**STANDARDS ORGANISATION OF NIGERIA**

...improving life through standards

# **MANAGEMENT SYSTEMS CERTIFICATION CONTRACT TERMS AND CONDITIONS WITH CLIENT**





# MANAGEMENT SYSTEMS CERTIFICATION CONTRACT TERMS AND CONDITIONS WITH CLIENT

The Standards Organisation of Nigeria, a Parastatal established by Act No. 56 of 1971 with several amendments and currently governed by SON ACT 2015, with its head office at No. 52, Lome Crescent, Wuse Zone 7, Abuja (herein referred to as SON) which expression shall where the context so admits, include its successors in title and assigns of one part, has the authority to certify management systems amongst other functions.

## CONTRACT TERMS & CONDITIONS

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.

### 1. Rules for certification and audit

These contract terms and conditions shall constitute a legally binding and enforceable contract between SON and the client ..... (herein referred to as the client). The stipulations of the internationally accepted general rules for the management system certification shall apply to this agreement as well as the 'normative standard' and the rules set out below.

### 2. Duties and obligations

This is a specific certification and shall only apply and relate exclusively with respect to the management system for the "scope of certification" that the client shall operate or continue to operate from the client's premises situated at .....

#### 2.1 Duties & Obligations of SON

- a. This certification shall be registered by SON and the client's name entered into SON register of certified systems where the client fulfills all the contract terms and conditions.
- b. SON shall issue the client with a certificate covering all the sites within the scope of certification applied for by the client.
- c. SON shall reserve the right to amend, alter, add or delete any part of these contract terms and conditions, where such action is deemed necessary for the smooth operation of the scheme upon prior consultation with the client.



- d. SON shall provide appropriate and timely information on the audit and certification process and about the certification status (i.e. grant, suspension, reduction of scope, or withdrawal of certification or audits in response to investigations) to specific interested parties to be agreed by SON and the client.
- e. SON shall give the client due notice of any changes to SON requirements for certification.
- f. Upon request by any party, SON, with client consent, shall correctly state the status of the client's management system as being valid, suspended, withdrawn or reduced.
- g. SON reserves the right to terminate an audit in cases of obvious and demonstrated lack of interest or opposition by the senior management regarding audit and where members of the audit team are threatened, blackmailed or bribed.
- h. SON reserves the right to publicly display the certification status of all its clients on its website.

## 2.2 Duties & Obligations of the client

- a. For applications to be processed, clients must have:
  - i. a management system (covering all the requirements of the applicable standard) that has been operational for at least Six (6) months.
  - ii. Conducted at least One (1) internal audit covering the entire system including taking effective corrective action on all the findings, and
  - iii. Conducted at least one (1) Management review.
- b. The client shall give SON auditors and the body accrediting SON access to all premises, facilities and sites, which are the subject of certification with prior notification during normal working hours of the premises, facilities and sites involved.
- c. Client must make available to SON all information including documents deemed necessary by it, in order to complete the assessment program or accommodate a pre-assessment visit of SON client officers at a charge to gather information.
- d. Client must undergo a minimum of Stage I & II audit before certificate issuance.
- e. All the findings of audit shall be brought to the attention of the Client and recorded.
- f. Clients must take corrective actions on all identified Non-conformities within Ninety (90) days for all audits except stage I which shall not exceed One hundred and eighty (180) days.
- g. The client must undergo a limited audit following any major non-conformity (at a cost to the client) before proceeding to the next step in the certification process. Limited audits must not exceed 180 days from the date the Non-conformity was raised.

## 3. Agreement Period

The contract between SON and the client starts upon receipt and acceptance of client's endorsed enquiry form. The initial contract shall be for 3 years, renewable by default after every 3 yearly re-certification audit and re-issuance of certificate.

The Client shall ensure that responsibility for Management System related activities is clearly defined and communicated to SON, by appointing a designated person who is



# STANDARDS ORGANISATION OF NIGERIA

...improving life through standards

authorized to maintain contact with SON. Any change to the designated appointee shall be communicated to SON in writing.

However, contract can be terminated by either party upon prior notification in accordance with the rules stated herein below.

## 4. Fees

SON charges the clients for all stages of audit. Fees will be detailed in the Quote submitted to a Client. As costs are based on the charge rate applicable at the time of presenting a Quote, SON reserves the right to review charges during the certification period.

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. Where a client has requested a transfer from another certification body and a certificate has been issued prior to surveillance audit, SON shall issue certificate at a charge, where visitation to site is not required provided that the surveillance audit will be paid for.

Charges payable to SON by the Client that are related to Management Systems Certification audits shall be in Naira and classified as follows:

**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 SON for the applicable business sector of the Client's.

**Note:** All fees and additional charges are subject to local taxes of Nigeria.

## 5. Confidentiality

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

## 6. Liability

SON and body accrediting SON shall not be involved or cited by the client in any litigation arising from its activities, including products produced, sold or any services offered. SON shall not be liable for any losses or damages incurred. The client undertakes to 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 or any claims actions, cases and all attendant cost that may arise.

**7. Certification Audits**

Client shall undergo a successful on-site stage I audit before proceeding to stage II. The interval between stages I &II shall not exceed one hundred & eighty (180) days otherwise; application is forfeited at no refund.

**8. Surveillance Audits**

a. SON shall carry out surveillance audits periodically as specified herein below:

CATEGORIES	NUMBER OF SITES	INTERVAL OF SURVEILLANCE
Category A	1-199	Annual audits
Category B	200 & above	Bi-annual audits

b. The surveillance audits shall be conducted on the dates indicated in the certificate letter and audit program.

c. SON shall issue a continuing certification letter or otherwise following each surveillance audit based on the recommendation of the audit team.

**9. Recertification Audits**

The recertification and renewal of certification may be done after three (3) years and shall be preceded by a full audit to be conducted at least one month before expiry unless otherwise agreed in writing between the parties.

**10. Publicity**

A client may make reference in communication media that its management system has been certified and may apply the relevant mark of conformity to stationery and promotional material relating to the scope of certification. In every case, the client shall ensure publications and advertising are devoid of any confusion between activities not covered in certification scope.

The client 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.

**11. Use of Certification mark and logo**

(a)The Certification Mark only will be used in the manner prescribed herein and in the Certificate.

(b)The Certification Mark will be used only in relation to its scope of certification and locations covered.

(c)The Certification Mark Communication Media will not be in such a way as to create confusion between matters referred to in the scope of certification and other matters.

(d)The Certification Mark will not be on products including laboratory test, calibration or inspection reports or certificates or their primary packaging in order to avoid confusion



with product certification. However, it may be used on larger boxes or over-packaging that can be reasonably considered as not reaching end-users but only in association with a statement that the product was manufactured in a plant whose management system has been certified.

e) The Certification Mark can be on stationery such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips, on advertising such as advertisements, displays, posters, TV advertisements, promotional videos, web sites, brochures, on outdoor advertisements such as billboards and signs, on flags, on vehicles, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats.

(f) When used on flags, on vehicles, on larger boxes or on over-packaging not reaching end users, on window stickers, on promotional goods such as pocket diaries, coffee mugs, coasters, doormats, the Certification Mark **shall be used without** the Accreditation Mark.

(g) The Certification Mark or the Accreditation Mark will not be used on test reports or certificates of compliance such as calibration certificates or certificates of analysis.

(h) Client will not, during the period of validity of the Certificate or thereafter, register or attempt to register the Certification Mark or any imitation thereof, make nor assert any claim of ownership to the Certification Mark and dispute the right of the Certification Body.

(i) Upon the suspension, withdrawal or cancellation a Certificate, concerned company shall forthwith discontinue the use of the Certification Mark or any reference thereto, **of the Accreditation Mark** and will not thereafter use any copy or imitation thereof.

In case of take-over or merger, written permission from the Certification Body is mandatory in order to transfer the right to use the Certification Mark.

SON has rules governing the use of any statement on product packaging or in accompanying information that the certified client has a certified management system. 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. The statement shall in no way imply that the product, process or service is certified by this means. The statement shall include reference to:

- identification (e.g. brand or name) of the certified client;
- the type of management system (e.g. quality, environment) and the applicable standard;
- the certification body issuing the certificate.

## MONITORING OF THE CLIENT

SON-MSA may during the entire period of validity of the Certification Mark and statement make or entrust a representative to make all checks deemed necessary.



# STANDARDS ORGANISATION OF NIGERIA

...improving life through standards

## **PENALTIES AND APPEAL**

In case of improper use of the Certification mark, the SON may forthwith suspend or withdraw the certification and the right to use the Certification Mark in accordance with the sanctions procedure that will be provided by SON-MSA upon request. The Client may appeal the SON decision in accordance with the appeal procedure that will be provided upon request.

## **RENUNCIATION**

The Client may renounce or suspend the use of the Certification Mark for a certain period of time. It will give SON written notification **30 working days in advance** and make all changes regarding its Communication Media. Based on this information the SON shall inform the Client of the terms and conditions for temporary or definitive termination of use of the Certification Mark.

## **CHANGES TO THE LEGISLATION**

SON complies with all national and international laws, regulations and standards in force concerning the right to use the Certification Mark or the conditions for obtaining said right. It will give the Client notification of the changes thereto and the Client will be obligated to apply all modifications resulting from said changes.

## **CHANGES TO THE REGULATIONS**

### **GOVERNING THE USE OF THE LOGO**

SON-MSA reserves the right to modify these Regulations at any time. It will give the Client **30 working days** written notification of all changes thereto and the Client will be obligated to apply said changes.



## 12. Suspension of certification

a. Certification may be suspended by SON for a limited period in cases such as the following:

- If Corrective Action Requests have not been satisfactorily complied with, within the designated time limit;
- If a case of misuse of the Certificate, is not corrected by suitable retractions or other appropriate remedial measures by the Certificate holder;
- Non-payment of charges to SON;
- The client does not allow surveillance or re-certification audit to be carried out at the required frequencies or schedule;
- Any other contravention of the SON certification Contract terms and conditions;
- The client requests for suspension.

b. When under suspension, the certification shall be temporarily invalid and the client shall cease further promotion of its certification.

c. SON will confirm in writing to the client, the suspension of a Certificate. At the same time, SON shall indicate under which conditions the suspension will be removed.

d. 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.

e. On fulfillment of these conditions, the suspension shall be lifted and the client notified of the Certificate reinstatement.

f. If the conditions are not fulfilled the Certificate shall be withdrawn.

g. In any case, suspension shall not exceed six months. Where suspension last beyond six months, SON shall serve the client, a notice of withdrawal and seek for the return of certificate and discontinuation of any reference to certification.

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

## 13. Withdrawal of certificate

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

a. When the conditions for suspension have not been removed within the specified time frame.

b. If a surveillance/recertification audit reveals that nonconformities to the requirements are of a serious nature requiring immediate withdrawal as determined by the Certification Decision Committee.

c. When formally requested by the Client,

d. If the Client no longer supplies the product, process, or services relevant to the scope for which they are certified and revision of the scope of certification is not possible,

e. 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 this terms & conditions.

f. If certification period has ended, the client is place on technical suspension for 180 days after which failure to renew, lead to automatic termination of certification.





In any case of withdrawal,

- SON shall inform the client in writing.
- SON may publish at its discretion details of all suspended, cancelled or withdrawn certificates without prior notice as it sees fit.
- There is no reimbursement of assessment charges paid.
- Client request for re-entry is treated as a fresh applicant.

#### **14. Cancellation of certificate**

A Certificate will be cancelled if the client 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, SON shall make no reimbursement of assessment fees.

All cancelled certificates will be returned to SON 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.

#### **15. Reduction of scope**

SON shall reduce the clients' scope of certification to exclude the parts not meeting the requirements of "Normative standard" where the client persistently or seriously fails to meet the certification for those parts of the scope of certification.

#### **16. Information on Management system modifications**

a. The client shall not vary the management system that is subject of certification without prior written authority by SON.

b. The Client shall inform SON in writing, of any intended Change of company name, status or legal entity, management, contact address & sites, modification to the product, process, service or Management System, which may affect compliance with the relevant standard.

c. Upon receipt of any client's intended changes related to clause 16(b), SON shall review and assess the need for any supplementary examination of the management system and respond as appropriate.

d. If the requirements applicable to the management system covered by this agreement are modified, SON shall within fourteen (14) days of becoming aware inform the client stating what date the modified requirements will become effective and advising client of any need for supplementary examination of the management system subject to this agreement.

e. The client shall within two (2) months of receipt of information, notify SON by letter whether it is prepared to accept the modification or otherwise.

f. Where the client accepts the modified requirements and duly notifies SON and upon implementation by the client, with the resultant supplementary examination being favorable, SON shall issue a supplementary certificate and update client register as necessary

g. Where the client notifies SON that it is not ready to accept the modified requirements or where the period for such notification lapses or where the result of any supplementary



examination is not favorable, the certificate shall cease to be valid on the date on which the modified requirements become effective.

## 17. Special audit

### a. Expansion of scope

Any request for expansion of scope must be done in writing and shall be combined with the next audit. A new certificate bearing the new scope shall be issued to the client. This will however not extend validity of the certificate.

### b. Amendment of scope

Any request for amendment of scope must be done in writing and shall be combined with the next audit. A new certificate bearing the new scope shall be issued to the client. This will however not extend validity of the certificate.

### c. Short notice audit

These are done to investigate complaints or response to the changes of the management system or as a follow up to suspension.

## 18. Postponement or cancellation of Planned Audit

If the Client postpones or cancels a planned audit with less than 21 days' notice before the start of the audit, SON will charge the Client an additional fee for postponement or cancellation. This fee will be 10% quoted charges for the audit.

If postponement or cancellation is less than 7 days' notice prior to the start of the audit then 25% of full audit fees will be payable by the Client.

Cancellations must be received in writing acknowledging that the cancellation fee will be applied. In the case of cancellation by the Client within 24 hours and during the audit. This fee will be 50% quoted charges for the audit

SON shall not be entitled to a cancellation fee where cancellation is due to SON's act or omission.

## 19. Appeals

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

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

An Appeal Form will be sent to the client for completion and must be returned to SON. The Director, SON shall present all relevant information to the Impartiality Committee at



# STANDARDS ORGANISATION OF NIGERIA

...improving life through standards

the next meeting from the date of receipt of the appeal, supported by relevant facts and data for consideration.

The decision of the Impartiality Committee shall be final and binding on both the client and SON. 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 is issued or reinstated, no claim can be made against SON for reimbursement of costs or any other losses incurred as result of withholding or initial withdrawal notification.

## 20. Complaints

If an applicant or a Certificate holder has cause to complain regarding the conduct of SON Auditor(s) and or Management System Certification Directorate staff, the letter of complaint shall be addressed to the DG SON for appropriate action.

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

### CHIEF EXECUTIVE OF CLIENT

NAME: .....  
SIGNATURE: .....  
DATE: .....

### FOR MSC DIRECTORATE:

NAME: .....  
RANK: .....  
SIGNATURE: .....  
DATE: .....