



**Kiwa International
Certifications (M) Sdn. Bhd.**

Work Instruction KIWACERT Regulation for Certification

Document No.	WI_12
Revision No.	3
Date	11-11-2022

The KIWA International Certifications (M) Sdn Bhd – Regulation for Certification

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KIWA INTERNATIONAL CERTIFICATIONS (M) SDN. BHD.

Status of Revision

Revision	Summary of Amendment	Reviewed	Approved	Date
0	Initial release	Jamsari	Dr. Kenny	28.2.2020
1	Revised certification mark	Jamsari	Dr. Kenny	15.3.2022
2	Revised according to Accreditation Policy (AP1) – Policy on the use of accreditation symbol and reference to accreditation	Jamsari	Dr. Kenny	13.6.2022
3	Revised to include requirement for confidentiality of client's information	Jamsari	Dr. Kenny	11.11.2022



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The Kiwa International for Certifications (M) Sdn Bhd [KIWACERT] Regulation for Certification

Version 02 13-June-2022

The KIWACERT Regulation for Certification lays down the rights and duties of KIWACERT and the Client for certifying persons, bodies, management systems, products, processes and services.

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Work Instruction

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1. Definitions

1.1. KIWACERT

KIWACERT that entered into the Agreement with Client as the contracted party.

1.2. Client

The party that has entered into the Agreement with KIWACERT gives its verdict in the form of an arbitral award.

1.3. Agreement

Any certification agreement that is entered into for the performance of certification services by KIWACERT for the Client, any amendment to such an Agreement, and all legal or other acts in preparation for and/or for the performance of that Agreement.

1.4. Object of Conformity Assessment

Any particular material, product, installation, process, system or person to whom or which Conformity Assessment is applied.

1.5. Conformity Assessment

The verification that specified requirements relating to a process & management system have been fulfilled.

1.6. Conformity Assessment Result

The product of any Conformity Assessment (e.g. a report and/or certificate) that may include a finding of nonconformity.

1.7. Conformity Assessment Scheme

The rules, procedures and management of Conformity Assessment relating to specified Objects of Conformity Assessment, to which the same Specified Requirements, specific rules and procedures apply as determined by the Scheme Owner.

1.8. Scheme Owner

The legal entity that owns and operates a Conformity Assessment Scheme.

1.9. Specified Requirement

The stated needs or expectations. Specified requirements may be stated in normative documents such as regulations, standards and technical specifications.

1.10. Assessor

Person who performs Conformity Assessments.

1.11. Observer

Person who accompanies the Assessor(s) but does not interfere or disagree with the Conformity Assessment, e.g. supervisors from KIWACERT or representatives of the Accreditation Body, Notifying Authority, Regulating Authority or Scheme Owner.

2. Applicability

2.1. The KIWACERT Regulation for Certification applies to all Agreements, unless explicitly agreed otherwise in writing.

2.2. If there is any inconsistency between the KIWACERT Regulation for Certification and the Conformity Assessment Scheme, the latter will apply.

2.3. When performing Conformity Assessments under license of a Scheme Owner, KIWACERT is bound by the requirements imposed by the Scheme Owner. If there is any inconsistency between the KIWACERT Regulation for Certification and the requirements imposed by the Scheme Owner, the latter will apply.

2.4. When performing Conformity Assessments under legislation, KIWACERT is bound by the applicable legislation. If there is any inconsistency between the KIWACERT Regulation for Certification and the applicable legislation, the latter will apply.



2.5. When performing Conformity Assessments under accreditation or notification, KIWACERT is bound by the requirements imposed by the Accreditation Body or Notifying Authority. If there is any inconsistency between the KIWACERT Regulation for Certification and the requirements imposed by the Accreditation Body or Notifying Authority, the latter will apply.

2.6. If a competent court finds that any provision of the KIWACERT Regulation for Certification is inapplicable or violates public order or the law, only that provision will be disregarded and this Regulation will remain in full force in all other respects. A provision that most approximates the parties' intentions will replace any invalid provision.

3. Performance of the Conformity Assessment

3.1. The Client shall cooperate with KIWACERT when performing the Conformity Assessments **in terms of making all necessary arrangements for the conduct of the audits, including provision for examining documentation and the access to all processes and areas, records and personnel for the purposes of initial certification, surveillance, recertification and resolution of complaints.**

3.2. KIWACERT is entitled to have all or part of the Conformity Assessment performed by a trainee Assessor who is supervised by a qualified Assessor.

3.3. If applicable, the Client shall accommodate the presence of observers during the performance of Conformity Assessments.

3.4. KIWACERT may outsource all or part of the Conformity Assessments, with the Client's consent, to third parties that meet the requirements of the Conformity Assessment Scheme, unless this is

permitted by the Conformity Assessment Scheme or other applicable requirements.

3.5. In case of certification, KIWACERT may accept previously drafted third-party reports as its own findings provided that the study was conducted:

- on the same Object of Conformity Assessment for which the Client has made an application;
- according to the same or a comparable Conformity Assessment method specified in the Conformity Assessment Scheme; by a body that meets the requirements of the applicable accreditation standard.

4. Initial certification

4.1. KIWACERT may refuse certification when KIWACERT concludes in the performance of the Conformity Assessment that a positive Conformity Assessment Result is not reasonably foreseeable. In that case the applicable Agreement is terminated unless KIWACERT and the Client agree otherwise.

5. Maintaining certification

5.1. In case of management system certification KIWACERT is entitled to impose an additional Conformity Assessment, the costs of which will be invoiced to the Client, for the purpose of:

- a) verifying the Client's initial or continued implementation of corrective actions to remedy one or more on conformities;
- b) verifying the Client's removal of the factors that led to the suspension of a certificate;
- c) validating changes in the Client's organization or processes;
- d) verifying complaints about the Client made by third parties;
- e) validating changes in the Conformity Assessment Scheme requirements;



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f) verifying the Client's correct use of certificates, certification marks, logos and pictograms.

corrective actions within the period specified by KIWACERT. KIWACERT has to approve this plan.

- 5.2.** The Client shall inform KIWACERT, without delay, of any matters that could affect the Management System of Conformity Assessment to continue to fulfil the requirements of the Conformity Assessment Scheme, including but not limited to:
- a) changes relating to legal, commercial or organizational status or ownership;
 - b) changes relating to organization and management (e.g. key managerial, decision making or technical staff);
 - c) changes relating to the contact address and sites;
 - d) changes relating to the scope of operations under the certificate;
 - e) intended changes to the Management System of Conformity Assessment;
 - f) changes that may have an influence on the duration of the Conformity Assessment.
 - g) Changes of certification requirements resulting in transition assessment due to revision in standard.

5.3. The Client shall keep records of all complaints and the resultant corrective actions relating to the Management System of Conformity Assessment.

5.4. The Client is not allowed to outsource their activities within the scope of certification, unless otherwise stated in the Conformity Assessment Scheme or agreed between KIWACERT and the Client.

Nonconformities

5.5. If nonconformities are found, the Client shall draft an action plan for implementing appropriate

- 5.6.** If there are nonconformities or if the Client has not been able to take adequate measures to address the nonconformities, KIWACERT may consider one or more of the following measures depending on the urgency and/or the importance of the nonconformity:
- a) a written warning;
 - b) an extra Conformity Assessment;
 - c) an increase in or stricter internal control requirements for the Client;
 - d) a temporary increase in the frequency of Conformity Assessments;
 - e) an immediate suspension of the certificate for a specific period of time;
 - f) an immediate withdrawal of the certificate or reduction in the scope of the certificate;
 - g) publishing the measures stated under e) or f) in the media that KIWACERT considers suitable for this purpose.

5.7. If the Client does not agree with a nonconformity that KIWACERT has identified, the Client may file a complaint according to the applicable procedure for the resolution of complaints (see article 10.1).

5.8. If KIWACERT and the Client cannot agree on the correct identification of a nonconformity and the Client is unwilling to implement corrective actions, KIWACERT has the right to suspend, withdraw the certificate or reduce the scope of the certificate. The Client may appeal against this decision (see Article 10.2 to 10.4).

6. Suspending or withdrawing certification and reducing the scope of certification

6.1. KIWACERT is entitled to suspend all or part of certification or withdraw certification, or reduce the scope of certification if:



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- a) KIWACERT imposes this measure in accordance with Article 5.6.e and 5.6.f
- b) the Client has failed to meet its financial obligations towards KIWACERT;
- c) The Client does not cooperate with KIWACERT when performing the Conformity Assessments;
- d) the Client does not respect any other term imposed by the Agreement;
- e) the Client's production is inadequate for the performance of a Conformity Assessment under the requirements of the Conformity Assessment Scheme;
- f) the Client does not comply with altered Conformity Assessment Scheme requirements (see Article 7.4) before the expiry date of Scheme requirements.

- 6.2.** KIWACERT is entitled to suspend all or part of certification if KIWACERT is imposing an additional Conformity Assessment in accordance with Article 5.1.
- 6.3.** KIWACERT is entitled to withdraw certification or reduce the scope of certification if the Client's certificate has been (partly) suspended and the end date of that suspension has expired without the reason for suspension having been remedied.
- 6.4.** If certification of multi-site management systems is suspended, withdrawn, or the scope of certification is reduced, KIWACERT will always suspend, withdraw certification or reduce the scope of certification in their entirety, including all certified sites.
- 6.5.** During suspension period of certification the Agreement remains in force and any obligations under the Agreement remain valid.
- 6.6.** From the date of withdrawal of certification the applicable Agreement is terminated unless KIWACERT and the Client agree otherwise.

6.7. KIWACERT or the Scheme Owner reserves the right to publish a list of all its suspended and withdrawn certificates.

6.8. Suspending or withdrawing certification and reducing the scope of certification does not affect the Client's financial obligations towards KIWACERT.

7. Changes to Conformity Assessment requirements

- 7.1.** KIWACERT or the Scheme Owner shall inform the Client of any actual or expected changes to the Conformity Assessment Scheme requirements and the transitional plan, including the transitional period and whether it involves a supplementary Conformity Assessment.
- 7.2.** The Client shall implement any changes in the Conformity Assessment Scheme requirements.
- 7.3.** If the Client does not agree to the changes and/or the transitional plan, the Client may file a complaint according to the applicable procedure for the resolution of complaints (see article 10.1).
- 7.4.** If the Client does not accept the changes or if the result of the supplementary Conformity Assessment is negative, the certificate will be withdrawn after the expiry of the transitional period. The Client may appeal against this decision (see Article 10.2 to 10.4).

8. Use of certificates, certification marks, logos and pictograms

- 8.1.** During the Conformity Assessment for granting or expanding the scope of certification, the Client may not refer to the fact that certification is pending unless otherwise agreed between KIWACERT and the Client.



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way that could be interpreted as denoting product, process or service conformity when the Client has management system or person certification only;

8.2. As soon as the certificate has been issued, the Client may refer to certification and use the applicable certificates, certification marks, logos or pictograms in their internal and external communications in accordance with the terms and conditions of the certificate, Conformity Assessment Scheme and/or the instructions of KIWACERT or a third party that owns the logo/pictogram.

8.3. The Client may not use logos outside the scope of the certificate and/or Conformity Assessment Scheme stating that the Client is certified by KIWACERT.

8.4. If the certificate is suspended, withdrawn or the scope of the certificate is reduced, the Client must cease using the applicable certificates, certification marks, logos or pictograms for their internal and external communications. Withdrawn or the scope of the certificate is reduced, may no longer be marketed using the certification mark.

8.5. The Client is not allowed to make or permit any misleading statement regarding certification, for example:

- a) to imply that the certification applies to persons, management systems, products, processes, services and sites that are outside the scope of certification;
- b) to refer to the certificate or use the certification mark, logo or pictogram on advertising documents, offers, websites, etc. that do not relate to the Object of Conformity Assessment, for example when making common reference to the certification mark, logo and pictogram if other uncertified objects are also mentioned;
- c) to use the certification mark or statement on a product, product packaging or in any other

d) to imply that KIWACERT agrees with the Client's quality surveys, laboratory tests, calibration or inspection reports and/or certificates;

e) to state other values for the certified product on advertising documents, offers, websites than those stated on the certificate.

8.6. With regard to the use of the certificate, the Customer shall:

- a) always provide a complete copy of the entire certificate when providing a copy;
- b) provide a copy of the certificate to their customers on request;
- c) refer only to the latest version of a certificate.

8.7. The Client may neither associate their business with KIWACERT nor use the logo of KIWACERT unless KIWACERT has given its express written consent and the business is associated and/or the logo of KIWACERT is used under KIWACERT's stated conditions.

8.8. The Client shall be required to compensate KIWACERT for any loss, damage and expenses arising from any infringements of the provisions set out in Article 8.1 to 8.7.

8.10. The articles 8.1 to 8.9 remain in force after withdrawing the applicable certificate and/or the termination of the applicable Agreement.



■ C:100 M:95 Y:6 K:1
■ C:98 M:75 Y:4 K:0
■ C:25 M:18 Y:0 K:0





9. Confidentiality

- 9.1. If KIWACERT is required by law or by contractual commitments to release confidential information, the Client must be notified of the information provided unless informing the Client is prohibited by law.
- 9.2. KIWACERT shall disclose the existence nor handling of an application to third parties, unless the Client agrees in writing. **It is KICM's obligation to ensure the client information is kept confidential in the case of its personnel may have access to information in the course of performing their duties.**
- 9.3. The Observer who wishes to observe KIWACERT performing Conformity Assessments at the Client's site, shall observe confidentiality.
- 9.4. KIWACERT may report Conformity Assessment Results anonymously to any interested third party.
- 9.5. KIWACERT may keep a register of all certificates issued and if certificates have been granted under license and may provide the register to the licensor.
- 9.6. KIWACERT may provide anyone with information about the validity of certificates on request.
- 9.7. This confidentiality does not affect the authority of KIWACERT to make public announcements regarding the withdrawal or suspension (Article 6.7) of the certificate.

10. Complaints and appeal

Complaints

- 10.1. Complaints from the Client will be handled according to the applicable procedure for the resolution of complaints.

Appeal

- 10.2. The Client is entitled to appeal against a decision by KIWACERT (including suspension, refusing, withdrawing of certification, or reducing the scope of certification) in accordance with the applicable appeal procedure.
- 10.3. Filing an appeal if a certificate is suspended neither suspends the treatment of nonconformities nor prolongs the period for remedying nonconformities.
- 10.4. KIWACERT will not reimburse any costs that the Client incurs in relation to the appeal process.

11. Termination of the Agreement

- 11.1. The Client may terminate the Agreement, in whole or in part, with due observance of a minimum period of three calendar months, unless otherwise agreed between KIWACERT and the Client.
- 11.2. When the Agreement is terminated, any certificates issued by KIWACERT under the Agreement will be withdrawn immediately, unless otherwise agreed between KIWACERT and the Client.

12. Amendment clause

- 12.1. KIWACERT is entitled to amend the KIWACERT Regulation for Certification (during the term of the Agreement). KIWACERT shall inform the Client about any amendments to this Regulation. If the Client does not accept these amendments The Client may terminate the Agreement on the date that the changes enter into force.



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13. Entry into force

13.1. The KIWACERT Regulation for Certification comes into force on **15-March-2022**.

Appendix 1

Complaints Rules for Use of Certification Mark and Logo.

KIWACERT issues marks corresponding to the relevant standard for which approval has been given, by way of a current Certificate of Registration. The certification mark used must correspond to the standard against which the company has been audited and achieved registration.

ISO9001	Quality Management System
ISO45001	Occupational Safety & Health Management System
ISO14001	Environmental Management System
ISO22000	Food Safety Management System
ISO13485	Medical Devices Quality Management System
MS1514	Good Manufacturing Practice (GMP) for Food
MS1480	Hazard Analysis and Critical Control Point System

- 1 The form, size and colour of KIWACERT Certification Mark and Standards Malaysia Accreditation Symbol, shall follow as below:
- The Accreditation Mark shall be reproduced in the form and size as detailed in the Logo Master in Figure 1 for QMS below:

Option 1



Note: *1) Registration No. [Reg. No: X00000X] (Provided by KIWACERT to certified Company) Refer to awarded Certificate to Certified Clients.



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****2) ACB YY 00** Scheme for the Accreditation of Certification Bodies (The ACBScheme).
Detail as below:

ISO9001	Quality Management System ACB QMS 28
ISO45001	Occupational Safety & Health Management System ACB OSH 17
ISO14001	Environmental Management System ACB EMS 20 ISO22000 Food Safety Management System ACB FSMS 13
ISO13485	Medical Devices Quality Management System ACB MDMS 05
MS1514	Good Manufacturing Practice (GMP) for Food ACB GMP 06
MS1480	Hazard Analysis and Critical Control Point System ACB HACCP 08

Note: The certified clients may request for soft copy in pdf & AI format from our back office based on the related certification schemes which their certified.

Option 2

Individual Certification Scheme – stand alone [Colours or Black & White]

1. ISO9001 Quality Management System



2. ISO13485 Medical Devices Quality Management System



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3. ISO14001 Environmental Management System



4. ISO22000 Food Safety Management System



5. ISO45001 Occupational Safety & Health Management System



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6. MS1480 Hazard Analysis and Critical Control Point System



7. MS1514 Good Manufacturing Practice (GMP) for Food



• The KIWACERT certification mark shall be display in appropriate form and size, shall be reproduced and shall be reprinted according to the following specification.

i. In colour coding shown in Figure 3



Figure 3 – Colours Tone and Font Type & Size



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ii. Resizing

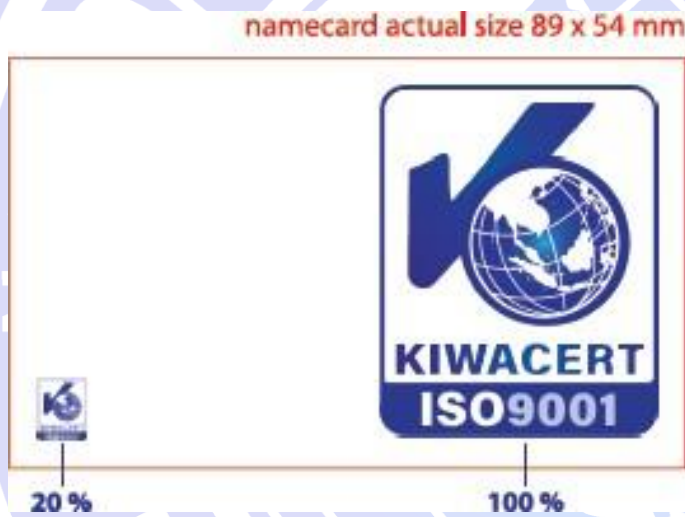


Figure 3: KIWACERT Certification Mark

- Accreditation Symbol shall be displayed in the appropriate form and size, shall be reproduced and shall be reprinted according to the following specifications;
 - i) in colours coding as shown in Figure 4, or
 - ii) in blue and white as shown in Figure 5
 - iii) in a size for any uniformly enlarge or reduced, which make all the words of the Accreditation Symbol clearly distinguishable.



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Figure 4: Accreditation Symbol (Colour)

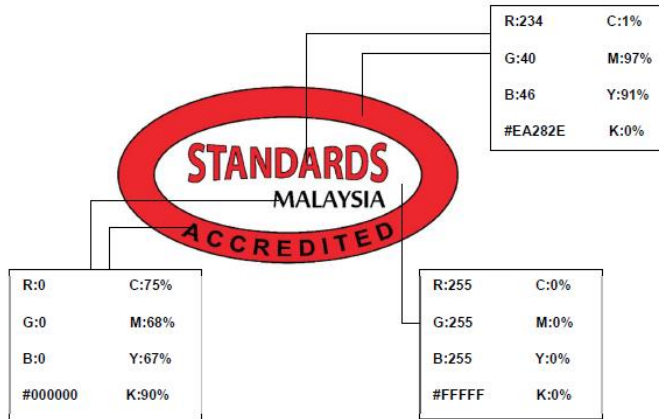
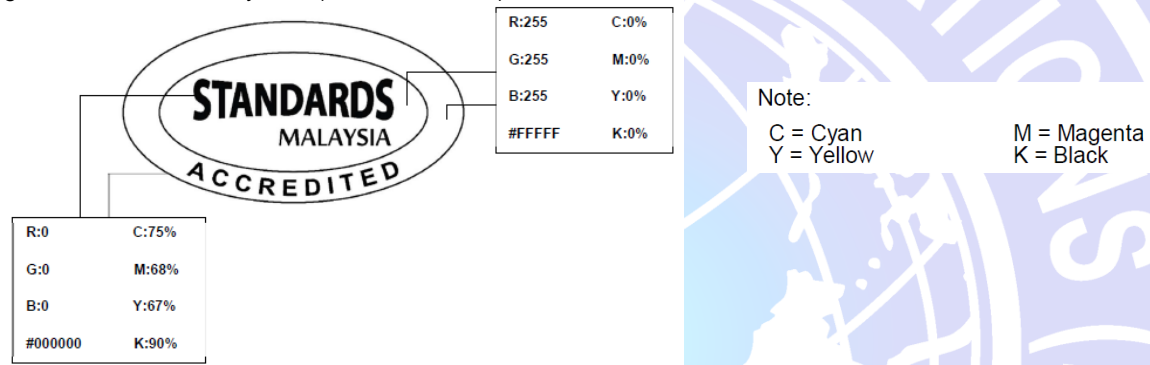


Figure 5: Accreditation Symbol (Black and White)



2. Use of the KIWACERT Certification Mark and Standards Malaysia Accreditation Symbol

- Under no circumstances can a certified organization by KIWACERT Sdn Bhd use the Accreditation Symbol in isolation of the Certification Mark to which it relates.
- Standards Malaysia Accreditation Symbol or reference to Standards Malaysia accreditation shall not be misused, including false claims as the Standards Malaysia accreditation and false use of Standards Malaysia Accreditation Symbol by a certified organization by KIWACERT.
- KIWACERT has the right to take action in terms of misuse, false claims and false use of Standards Malaysia accreditation symbol or reference to Standards Malaysia accreditation. Such actions include corrective action, withdrawal of certificate, publication of the transgression for certified organizations and immediate discontinuation of their applications for applicants.
- The KIWACERT certification mark, accreditation symbol or reference to Standard Malaysia accreditation shall not be misused in such a way to suggest or imply that KIWACERT has certified or approved product, process, system, person in any misleading manner.



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3. Standards Malaysia & KIWACERT reserves the right to impose other requirements with regards to the use of the Accreditation Symbol. Such requirements shall be formally documented.

- On any individual unfolded portion of the sheet of stationery the Accreditation Symbol may be displayed:
 - I. Only of the Mark or title of the certification body concerned is also shown;
 - II. With no more prominence than the Mark or title of the certification body concerned;
 - III. And should be positioned in a manner that ensures the relationship between the Accreditation Symbol and the certification mark is obvious.
 - IV. No more than once for each Standards Malaysia accreditation for quality system certification or product certification.

4. A certified organization by KIWACERT may make reference to Standards Malaysia accreditation by virtue of its certification status granted by a Standards Malaysia certification body subject to the requirements of this document and the following limitations or conditions:

- a. KIWACERT undertakes the responsibilities to ensure this requirement is a element of the regulations and an element of regular surveillance audits or checks;
- b. Under no circumstances shall the Accreditation Symbol be used in a product, or in any way that be interpreted or implied as denoting product conformity within the framework of a quality system certification program.
- c. However, it may be placed on large product packaging used for transportation provided it contains the following text in a manner that make it obvious that the text and certification mark a linked, "manufactured (see note 1) under a quality system certified as complying with ISO9001 by an accredited certification body."

Note 1: Variation of word "manufactured" such as "assembled", "packaged", "bottled", "blended", "serviced" etc. should be used appropriately to demote in more explicit and factual way that would remove any reasonable doubt of an ordinary consumer.

- d. The certification mark in association with the Accreditation Symbol, also include the name of the registered organization or its legally registered identification mark;
- e. A certification mark in association with the Accreditation Symbol may be used within the framework of a product certification programme.

5. Restriction on Use of KIWACERT and Standards Malaysia Accreditation Symbol:

- Publicity material shall not include notices, labels, documents or written announcements affixed to or otherwise appearing on goods or products have been manufactured under an accredited product certification scheme. This restriction shall also apply to primary (e.g. blister packs) packaging promotional products.
- The Accreditation Symbol shall not be displayed for the following:
 - on vehicles, except in publicity material containing the Standards Malaysia Accreditation Symbol as part of a larger advertisement.
 - on buildings and flags.



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- The Accreditation Symbol may be displayed on internal walls and doors, and on exhibitionstands.
- Upon suspension of Standards Malaysia accredited certification, a registered organization by KIWACERT shall immediately cease to use and distribute any certificates, stationery and literature bearing the Accreditation Symbol and/ or certification mark or making reference to Standards Malaysia accreditation and/ or KIWACERT.
- Upon termination of Standards Malaysia accredited certification, a registered organization by KIWACERT shall immediately cease distribution of all items on which Standards Malaysia Accreditation Symbol and/ or KIWACERT mark is display.

End.

