

SCOPE

To ensure that the clients are in compliance with the terms and conditions framed herein so that there will be uniformity in the certification of systems.

The current list of fees and the regulations of appeal.

- Code of hygienic practice for general principles of food hygiene (SLS 143)
- Code of hygienic practice for catering establishments (SLS 956)
- GMP Cosmetics (ISO 22716:2007)

This scheme is essentially voluntary in nature, and is based on the requirements of ISO/ IEC 17065:2012 General requirements for bodies operating product certification systems, which provides general rules for third party certification of determining with standards through initial review of an application.

The scheme is centered around all applicable requirements of the relevant schemes along with applicable legal requirements considering the scope of certification that IND-EXPO provides to the client.

CERTIFICATION PROCESS

- Upon an enquiry by a client Ind-Expo shall send the application form to the client.
- Client shall send the duly filled application form to the Certification Body (CB).
- CB shall conduct the application review and if satisfied request for client's management system documentation, if not satisfied shall request for more information.
- Based on the application review a quotation shall be sent to the client.
- Upon agreement of the client of the quotation, the audit will initiate and a date for the initial audit shall be agreed with the client.
- An audit plan shall be prepared by the CB and communicated to the client.
- Initial audit shall be conducted on-site as planned to determine the compliance of the client's system with the relevant SLS / ISO standard and other applicable requirements. Where there are deviations from the requirements, non-conformity reports shall be raised and agreed upon with the client. Non-conformity report shall be tabled at the Closing Meeting. The corrective action plan shall be given to the client.
- A maximum of two months period shall be given to the client to take corrective actions for the minor non-conformities raised at the audit and submit the duly completed corrective action plan, the duly completed non-conformity reports together with evidence for the corrective actions implemented.
- In the event of any major nonconformity raised during the surveillance audit the auditee shall be given a period with the recommendation of Team leader (considering degree of the risk) (approximately two weeks) to take the necessary corrective actions and submit evidence. Team leader shall recommend a follow up audit to verify the corrective actions taken if required.

- If more time is needed to complete corrective actions by the client, he/she shall make a request to the CB in writing. The CB shall consider the request on reasonable grounds and inform the client. CB shall follow up. However, this will be a maximum of six months. (since no stage 1)
- If the certification body is not able to verify the implementation of corrections and corrective actions of any nonconformity within six months after the last day of initial audit the certification body shall conduct another initial audit prior to recommending certification.
- In the event of any major nonconformity raised during the audit the auditee shall be given a period with the recommendation of Team leader (considering degree of the risk) approximately two weeks to take the necessary corrective actions and submit evidence. Team leader shall recommend a follow up audit to verify the corrective actions taken if required.
- Team Leader / Auditor shall close the non-conformities if the evidence submitted for the corrective actions implemented is satisfactory and recommended for certification. If found unsatisfactory appropriate actions shall be taken.
- CB shall convene a meeting of the Certification Committee and table the relevant documents for approval. Once approved by the Certification Committee CB shall communicate the decision to the client.
- CB shall prepare the certification agreement, certificate and inform the client to sign two original agreements. One agreement will be retained with the CB whereas the other will be handed over to the client along with the certificate.

NON-CERTIFICATION

- If the corrective actions have not been implemented satisfactorily within the time frame described above, the IND-EXPO cannot grant the certification (i.e. a first certificate or a new certificate following expiry of the previous certificate cannot be issued).
- The IND-EXPO immediately informs the certified holder (by email or by registered post) about the non-certification.

COMPLAINTS

- IND-EXPO (Contact point), entertains complaints from certificate holders and any other interested party regarding the operation of the certification scheme. Certified Holders are free to approach IND-EXPO for any type of complaints against the staff, the certification system or other operators certified by IND-EXPO. Complaints may be directed to IND-EXPO through e-mail or post to the IND-EXPO office. Complaints shall be handled confidentially. All complaints shall be addressed to the Director/CEO, IND-EXPO.
- The customer complaint procedure has been published on the website of IND-EXPO (www.indexpo.lk).

FEES

- The fees payable by the applicant shall be determined by the Committee and be revised from time to time. The current fee structure is enclosed in this brochure separately.
- All fees as determined as above and intimated to the relevant organization. The fees should be paid in advance.

CONFIDENTIALITY

- All information given by the applicant to the auditors during audits shall be treated as confidential. All staff involved in certification activities are required to sign a confidentiality agreement with the IND-EXPO. During the audits, auditors declare the individual confidentiality statement.

USE OF CERTIFICATION LOGO

- The logo may be used for certified products/processes with prior permission and approval from IND-EXPO by fulfilling the terms and conditions laid down in the guideline for the use of logo. The certified holder shall make the label incorporating the logo and other relevant information and shall send to IND-EXPO for approval. Certified holders may use the label for marketing after the approval.

MARK USE GUIDELINES

- The clients cannot use the certification documents, any statement or certification logo on sites or activities which is not included in the scope of the certificate or in any misleading manner
- Any statement regarding its certification which IND-EXPO may consider misleading or unauthorized shall not be used
- Certification is location and product specific. The certification claims shall be related only to the specific client location and product that are covered under the scope of certification and not with any other non-certified locations and products.
- The “Certification Logo” shall only be used by the company and the “Certification Logo” shall be provided by the CB upon the award of the certificate in which the CB would provide logo in PNG or PDF formats. However, If company request ‘Vector file’ additional payment shall be made by the company to CB
- The “Certification Logo” may be used on letter heads of the company, in advertisements and materials used for advertising and promotion of the company. If the company changed its scope of certification all the uses of logo including advertising material shall be changed accordingly.
- The client shall use a statement on their products or packaging mentioning the certification status as below mentioned examples.
 - “GMP Certified Product”
- The “Certification Logo” shall not be directly applied on the company’s product and its packaging or be associated with the company’s product in such a way as to imply that the product itself is certified by IND-EXPO.
- The company shall discontinue the use of the “Certification Logo” immediately upon expiry or termination of the certificate, or for violation of agreement as decided by IND-EXPO.
- Electronic reproduction or display of any approximation of the logo shall not be allowed. Either the logo should be in black or it should be in the colors similar to the colors of the logo given by CB.

MISUSE OF CERTIFICATION MARK

A Certificate holder shall not display, advertise or otherwise use the certification logo and the certification document after:

- A lapse of registration, suspension, withdrawn or cancellation of Certification.
- Introducing a change to the Organization procedures/location or any other product related changes which has not been accepted by IND-EXPO and which could reasonably be expected to adversely affect the company's IND-EXPO certification.
- Failing to implement a change to the certification system issued by IND-EXPO.
- Any other circumstances which adversely affect the IND-EXPO certification.
- In case of reduced Scope of Certification, the certified holder shall display or advertise only the amended scope.
- Upon suspension, withdrawal, or termination of certification, the client discontinues its use of all advertising matter that contains any reference thereto and takes action as required by the certification scheme (e.g. the return of certification documents) and takes any other required measure.
- If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme

SUSPENSION OF CERTIFICATION

- Certification shall be suspended under the following circumstances:
 - If annual audit indicates a total breakdown of the GMP implementation
 - Improper use of certification document, symbol or logo and if it is not rectified to the satisfaction of the IND-EXPO within an agreed period.
 - Any other contravention of the rules and regulations of this scheme
- The certificate holder shall be informed of the suspension in writing under registered cover and also through an email (if such facility is available with the certified operator).
- The suspension shall be removed according to the IND-EXPO procedures and the certified holder is notified accordingly, upon the correction of conditions leading to the suspension within the specified period.
- In the case of suspension, the client shall refrain from further promotion of its certification.

WITHDRAWAL/CANCELLATION OF CERTIFICATION

- Certifier shall cancel the certification, withdraw the certification document and cancel any agreement for the use of IND-EXPO certification logo under the following circumstances.
- If an annual audit confirms the presence of major non-conformities and actions have not been taken effectively within three months period.
- At the request of the company to withdraw the certification.

- If the system rules are changed and the company either will not or cannot ensure conformance to new requirements.
- Certification is cancelled and the certification document is withdrawn if the stipulated conditions of suspension are not rectified within the specified period of time.
- If the company ceases to supply the products or process stated in the certificate for a period exceeding six (6) months.
- When the certified company fails to meet financial obligations as specified by the IND-EXPO
- Failure to comply with any other requirements stipulated by the IND-EXPO under products certification scheme.
- The cancellation shall be notified to the company by a registered letter and the Ind-Expo shall publish the notification of the cancellation and the displayed in the IND-EXPO website.
- Failure to resolve the issues that have resulted in the suspension within a time established by the Certifier shall result in the reduction of the scope of certification.

CORRECTIVE ACTION

- A certified company shall be responsible for taking prompt and adequate action to correct any contravention of the system rules, and for normally notifying the certifying authority of the corrective actions proposed or taken.

CHANGES TO THE CERTIFICATION SYSTEM RULES

In the event of any changes being required to the IND-EXPO certification rules, the Certification Manager shall:

- Provide opportunity for the affected companies to submit comments on the proposed changes.
- Effective dates for the changes shall be fixed by mutual agreement to allow sufficient time for the company to amend their GMP Certification System.

PUBLICITY

IND-EXPO shall publish in the website(s) the list of certified companies under this certificate scheme

A certified company is entitled to:

- Inform prospective customers, purchasers or purchasing authorities of the full and exact details of the certification.
- Display the certification document.
- Use of the IND-EXPO GMP products logo as specifically authorized.

APPEALS

- If the certificate holder is not satisfied with the decision taken on, the certificate holder is eligible to appeal, in writing to the Director – IND-EXPO Certification Limited within 14 days of receipt of such decision.
- The decision of the appeal committee on any such appeal shall be final and conclusive.

OBLIGATIONS

The certificate holder shall

- Inform IND-EXPO (contact point), promptly about any intended changes to the products or processes, which may affect conformance to the requirements of the standard. Communicate immediately about any changes to the scope of certification.
- Permit to conduct witness audit by the accreditation body at any stage of the certification cycle when a request is made by IND-EXPO in this regard.
- Inform IND-EXPO (contact point) promptly if the certificate holder becomes aware of a risk of or the presence of a health hazard.
- Co-operate with the IND-EXPO in all activities related to the Products Certification scheme.
- Ensure that the audit team, comprising IND-EXPO auditors and in some cases hired auditors, is permitted and assisted to undertake any audit/unannounced inspections.
- Pay all relevant fees as specified by the IND-EXPO applicable for the Products Certification Scheme

COMMUNICATION

- All communications relating to the Products Certification shall be addressed to the Director/CEO, IND-EXPO Certification Limited, Apt # 01- C, Ocean Tower, Station Road, Colombo 04.

LIABILITY

- IND-EXPO shall not be liable to the company for any expenses, loss or damages suffered by the company and caused by the company's participation in the scheme or as a result of the assessment of the company's management system by IND-EXPO or its representatives.

INDEMNITY

The company shall agree and indemnify IND-EXPO against all losses and expenses suffered by IND-EXPO including but not limited to all claims by any third party against the CB.

TAXES

- The company shall agree to indemnify and pay IND-EXPO for all taxes, levies, and duties including, but not limited to value added tax (VAT) or withholding tax which IND-EXPO may be liable to pay as a result of providing the services to the company herewith.

GOVERNING LAW

- These terms and conditions shall be governed by and construed in accordance with the laws of the Democratic Socialist Republic of Sri Lanka.

INFORMATION EXCHANGE BETWEEN CB & ITS CERTIFIED CLIENTS

- Company shall ensure transparency and reliability of the information provided to the Certification Body (CB).
- The Company shall ensure that all necessary arrangements are made before an audit, including provision for reviewing of documents, access to all processes and areas, records and personnel.
- Company shall agree to bear the cost of transport arrangements and accommodation (if needed) pertaining to the audit.
- The Company shall inform the CB in writing of any changes related to the following:
 - a) Legal, commercial, organizational status or ownership,
 - b) Organization and management (Eg. key managerial, decision-making or technical staff),
 - c) Contact address and sites,
 - d) Scope of operations under the certified management systems, and
 - e) Major changes to the management system and processes
- INDEXPO shall give its certified clients due notice of any changes to its requirements for certification. The CB shall verify that each certified company complies with the new requirements. The certified client shall inform the Certification Body, without delay, of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority relevant to the situation(s) arise from such incident or breach.

CHANGES IN THE TERMS AND CONDITIONS

- If any major changes are made to the terms and conditions governing the Product Certification Scheme, all certified companies shall be informed in writing by the management of IND-EXPO.