



**SLSB MANAGEMENT
SYSTEM C.B.**

**RULES AND REGULATION
FOR CERTIFICATION
PD.02**

1.0 INTRODUCTION

SLSB MSCB is owned by SLSB as a government of Sierra Leone entity. The main objective of the company is to offer independent third-party certification to organizations against International Standards; (e.g., ISO 9001:2015 Quality Management System).

SLSB MSCB is accredited by -----

2.0 CRITERIA FOR GRANTING CERTIFICATION

SLSB MSCB may grant and issue the certificate to the client under the following criteria

- a) The client has a documented Management system that is laid down in accordance with its scope of certification and that conforms to the requirements of the applicable Management System Standard as mentioned above.
- b) The Client has implemented the management system and has completed at least one cycle of internal audit and management review of the management system established.
- c) Both internal audit and management review have been found effective as assessed by SLSB MSCB auditors
- d) The client has paid all the dues including the certification fee
- e) The client shall keep a record of all complaints and actions taken and the same shall be submitted to SLSB MSCB auditors for verification when requested.
- f) The client has undergone the stage-1 and stage-2 audits satisfactorily and the recommendation of the audit team is favourable

3.0 CERTIFICATION PROCESS

3.1 CERTIFICATION AGREEMENT

On acceptance of the Quotation, the certification agreement is signed between SLSB MSCB and the client for providing certification of the client's management system by SLSB MSCB to the applicable international standard.



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3.2 STAGE -1 AUDIT & DOCUMENTATION REVIEW

SLSB MSCB shall conduct a stage -1 audit at the client's site to verify the adequacy of documentation with respect to the requirements of the applicable standard and also to understand and gather further information on the client's activities and processes including applicable statutes, to plan for the stage -2 audit. The client shall satisfactorily resolve all the observations raised in the document review along with other concerns/issues highlighted during the audit and the same is confirmed to SLSB MSCB before planning the stage -2audit.

SLSB MSCB shall submit a formal report to the client.

3.3. STAGE -2 AUDIT

SLSB MSCB's audit team shall visit the client's premises, as per an agreed plan, to verify the effectiveness of the client's management system in meeting the requirements of the applicable ISO and other international management system standards. SLSB MSCB shall submit a formal report to the client.

3.4 NON-CONFORMITY REPORT

If a nonconformance is detected during an audit, a Nonconformity Report shall be issued to the client. For the non-conformities raised during the audit, the client shall submit the correction and the corrective action (based on the root cause) to the SLSB MSCB office within 20 working days from the last day of the audit. SLSB MSCB shall verify the submitted correction and the corrective action and confirm the acceptance of the same to the client. The client shall make the correction and corrective action within the stipulated date and submit the documentary evidence to SLSB MSCB to verify the effectiveness of the action taken and accordingly to close the non-conformances.

In case of a major non-conformance, the effectiveness of action taken shall be verified at the client's site by a follow-up visit or as communicated by the team leader on the closing day of the audit. This shall be completed within 90 days from the last day of the audit.

In case of a certification audit (new client), SLSB MSCB shall cancel the audit under the following conditions.



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- a) A client does not submit a Corrective Action Plan for the Non-Conformity raised within 20 working days as stipulated above
- b) In case of major Non-Conformity, the verification of the effectiveness of the corrective action is not completed within 90 days as stipulated above

In the case of certified clients, SLSB MSCB shall suspend the certificate under the following conditions

- I. A client does not submit a Corrective Action Plan for the Non-Conformity raised within 20 working days as stipulated above
- II. In case of major Non-Conformity, the verification of the effectiveness of the corrective action is not completed within 90 days as stipulated above

3.5 RECOMMENDATION FOR CERTIFICATION

SLSB MSCB shall recommend certification of the client's management system, based on the following

- (a) SLSB MSCB has reviewed the audit reports and has accepted the recommendations of the audit team
- (b) The client has submitted the correction and corrective action for the non-conformities raised within the stipulated time and SLSB MSCB has accepted the same
- (c) In case of a major non-conformance, the effectiveness of correction and corrective action is verified by SLSB MSCB's auditors as agreed and the non-conformity is either closed or downgraded to a minor non-conformity.

If the client is not recommended for certification, SLSB MSCB shall inform the client accordingly.

3.6 ISSUE OF CERTIFICATE

SLSB MSCB shall issue the certificate against the applicable standard to the client provided that;



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- SLSB MSCB has verified the effectiveness of the corrective actions in case of major non-conformances or accepted the corrective actions for minor non-conformances as stated in section 3.4. or as required by the specific management system standard
- SLSB MSCB has taken a decision in the client's favour.

The Certificate is the property of SLSB MSCB, and shall be produced to SLSB MSCB as and when requested.

The certification will be valid for a period of three years from the date of approval of certification, subject to the satisfactory maintenance of the Management System as confirmed through agreed surveillance audits.

3.7 SURVEILLANCE AUDIT

Surveillance audits shall be conducted regularly at the client site at least once a year to confirm that the Client's Management System continues to conform to the requirements of the standard to which it is certified.

The first surveillance audit shall take place within twelve months from the initial certification decision date and failure to comply with this requirement will lead to suspension and subsequent withdrawal of certification.

For the non-conformity raised during the surveillance audit, the conditions stipulated in section 3.5 shall be applicable

In the case that a surveillance audit cannot be carried out because the client's operations are affected owing to factors outside its control, e.g.: employee union strike, natural calamity, etc. the case shall be presented to SLSB MSCB for a decision.

SLSB MSCB shall submit a formal report to the client

3.8 RE-CERTIFICATION AUDIT

The purpose of a re-certification audit is to confirm the continued conformity and effectiveness of the client's management system as a whole and its continued relevance and applicability for the scope of certification.



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The Re-Certification audit shall include a site audit and shall consider the performance of the management system over the period of certification and shall also include a review of previous surveillance audit reports. The re-certification audit may have a stage -1 audit in situations where there have been significant changes to the management system, the client or changes in legislation.

SLSB MSCB shall conduct the re-certification audit at least 60 days in advance of the expiration of certification so that the client has time to implement corrective actions before the expiry of the certification

For non-conformities raised during the audit, the conditions specified in section 3.4 become applicable. SLSB MSCB shall submit a formal report to the client.

3.9 SPECIAL AUDIT

3.9.1. SLSB MSCB shall conduct special audits under the following conditions,

- (a) Extension of the scope of a certification already granted, on the request of the client. This could be clubbed with routine surveillance audits.
- (b) To investigate complaints received by SLSB MSCB about the client.
- (c) Follow-up audit in the case of suspension.
- (d) Follow-up audit for Major non-conformance reported in any of the audits namely, certification, surveillance and re-certification
- (e) Changes in SLSB MSCB's certification requirements
- (f) Transfer of certification
- (g) Reduction in scope as requested by the client
- (h) Decisions by the Certification Panel based on the results of the review of the audit report to re-verify and confirm certain aspects of the management system.

3.9.2. In case of short notice audits to investigate a complaint, respond to changes and follow up on suspension, SLSB MSCB shall select auditors from earlier audits done on the client, because of the lack of opportunity for the client to object to the audit team.

3.9.3. For non-conformities raised during the audit, the conditions identified in section 3.4 shall become applicable.

3.9.4. SLSB MSCB shall submit a formal report to the client.

3.10 NOTICE OF CHANGES BY SLSB MSCB

SLSB MSCB shall inform the client in advance of any changes to its requirements for



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certification and shall subsequently verify that each client complies with this requirement. It shall necessitate a special audit in certain cases.

3.11 NOTICE OF CHANGES BY THE CLIENT

The client shall inform SLSB MSCB, without delay, of any changes in the organization which may affect the certification granted and these may include changes related to,

- (a) The legal, commercial, organizational status or ownership,
- (b) Organization and management (e.g. changes in key managerial, decision making or technical staff).
- (c) Contact address and sites.
- (d) Scope of operation under the certified management system.
- (e) Major changes to the management system and processes.

SLSB MSCB shall review the changes and accordingly discuss with the client for an early verification to ensure that the capability of the management system continues to fulfil the requirements of the applicable standard.

3.12 MAINTAINING CERTIFICATIONS

The Certification is maintained for a period of 3 years under the following conditions.

- (a) The Surveillance Audits are conducted as planned and the client has demonstrated that it continues to satisfy the requirements of the management system standard as confirmed by SLSB MSCB.
- (b) All the non-conformance raised during previous surveillance are closed within the time frame agreed and correction and corrective actions for the non-conformities raised during the current audit are identified and accepted by SLSB MSCB as per conditions specified in section 3.4.
- (c) The Internal Audit and the management reviews are conducted as scheduled and there are no pending issues.
- (d) The client shall maintain suitable records of customer complaints and keep the records of investigation and remedial actions taken with respect to such complaints for verification by SLSB MSCB auditors.
- (e) All outstanding dues to SLSB MSCB are paid.



3.13. SUSPENDING, WITHDRAWING OR REDUCING THE SCOPE OF CERTIFICATION

(a) Suspension

SLSB MSCB shall suspend certification in cases wherein

- The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
- The client does not allow surveillance and re-certification audits to be conducted at the agreed frequencies.
- Wishful misuse of logo & reference to certification.
- Non-compliance to submission of Corrective action as stated in section 3.4.
- Non-payment of dues to SLSB MSCB

The suspension shall be for a period of six months maximum, and the suspended status of the client shall be publicly made available in the register of certified clients being maintained by SLSB MSCB at its registered office. During this period the client's management system certification is temporarily invalid and the client shall discontinue the use of the logo or any reference of certification in advertising matters.

(b) Withdrawal

SLSB MSCB shall withdraw the certificate under the following circumstances.

- (a) Failure of the client to resolve the issues of suspension within six months shall result in withdrawal of certification
- (b) Other reasons like a major legal complaint, the company is involved in malpractices, SLSB MSCB losing accreditation etc.
- (c) The client voluntarily requests a withdrawal.



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Upon withdrawal of certification, the client ceases to enjoy the certification status and the client shall immediately cease use and distribution of any literature, stationery etc bearing the mark and also discontinues the use of any advertising matter that contains any reference to a certified status. The artwork supplied and all the original approval certificates are to be returned to SLSB MSCB.

(c) Reduction in scope of certification

SLSB MSCB shall decide to reduce the client's scope of certification by excluding the parts not meeting the requirements when the client has persistently and seriously failed to meet the certification requirements for those parts of the scope of certification. Such exclusions shall be consistent with the certification standard.

Upon request from any party, SLSB MSCB shall provide information related to the validity of a given certificate.

3.14. CERTIFICATION AND USE OF LOGO

The certificates issued by SLSB MSCB remain the property of SLSB MSCB and must be returned where requested. The client is authorized to use the certification mark or its logo in advertising matters as per instruction given by SLSB MSCB at the time of issuing the certificate.

The client, while using its certification mark, shall ensure that it,

- (a) Conforms to requirements of SLSB MSCB when making reference to its certification status in communication media such as the Internet, brochures or advertising or other documents.
- (b) Does not make or permit any misleading statement regarding its certification,
- (c) Does not use or permit the use of the certification document or any part thereof in a misleading manner,
- (d) Upon suspension or withdrawal of its certification, discontinues its use of all advertising matter that contains a reference to certification, as directed by SLSB MSCB.
- (e) Amends all advertising matter when the scope of certification has been reduced,



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- (f) Neither the certification body's nor the accreditation body's logo shall be used on the packaging of a product, labels, publicity material, written announcements etc. that in any way suggest that the certification body or the accreditation body has certified or approved any product, process or service of the certified body or in any other misleading manner
- (g) The logo shall not be used on vehicles except in publicity material like part of a large advertisement
- (h) Logos shall not be displayed on buildings and flags
- (i) The logos shall not be applied to laboratory tests, calibration or inspection reports or any form of certificates issued by educational institutions as such reports/certificates are deemed to be products in this context.
- (j) Does not imply that certification applies to activities that are outside the scope of its certification,
- (k) Shall not use the certification in such a manner that would bring SLSB MSCB and /or the certification system into disrepute and lose public trust
- (l) Logos shall not be applied on visiting cards

3.15. PUBLICLY ACCESSIBLE INFORMATION

SLSB MSCB shall make the following information publicly accessible through its website through the documents **PD-01, PD-02, PD-03, PD-04, PD-05, PD-06, PD-07**

- The activities of SLSB MSCB
- The requirements for certification including information on the audit processes and certification process for granting, maintaining, extending, renewing, reducing suspending and withdrawing certification.
- Certification status of clients through the register of certified clients maintained at SLSB MSCB's office
- Appeal and complaint process.

All other information shall be treated as confidential.



3.16. OBLIGATIONS OF THE APPLICANT / CERTIFIED ORGANIZATION

- (a) The applicant / certified organization shall commit to fulfill continually the requirements of certification set by SLSB MSCB for the scope for which certification has been granted including adapting changes in requirements for certification as and when communicated
- (b) When requested the applicant / certified organization shall cooperate with SLSB MSCB in the fulfillment of the requirements for certification. This shall apply to all locations included in the certification
- (c) The applicant / certified organization shall provide access to information, documents and records as necessary for granting certification and maintaining certification
- (d) Certified organizations shall allow the personnel from the accreditation body to access their sites and shall provide access to information, documents and records when requested by SLSB MSCB or Accreditation Body
- (e) The certified client shall claim certification only with respect to the scope for which certification has been granted
- (f) The certified organization shall not use its certification in such a manner as to bring SLSB MSCB into disrepute
- (g) The applicant / certified organization shall pay fees as determined by SLSB MSCB
- (h) The applicant / certified organization shall inform without delay any significant changes relevant to the certification in respect of its status or its operation related
 - i) Its legal, commercial or ownership status
 - ii) The organization, top management & key personnel
 - iii) Resources and premises
 - iv) Scope of certification
 - v) Other such matters that might affect the ability of the certified organization to fulfill the requirements of certification
- (i) The client shall surf SLSB MSCB website periodically to get updates on changes in the certification requirements if any, referred under “downloads” on its website and it is obligatory on the part of the client to abide by these changed requirements as stated in such public documents (e.g.PD-02).

3.17 OBLIGATIONS OF SLSB MSCB

- (a) SLSB MSCB shall make publicly available information about the status of certification that it has granted the certified organization. The information shall be updated regularly. The information shall include the following



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- i) Name and address of the certified client
 - ii) Dates of granting certification and expiry date as applicable
 - iii) Scope of certification
- (b) SLSB MSCB shall give due notice of any changes to its requirements for certification. It shall take into account the views expressed by interested parties before deciding on the precise form and the effective date of the changes. Following a decision on, and publication of, the changed requirements it shall verify that each certified client carries out necessary adjustments
- (c) SLSB MSCB shall ensure that the Management System Certification to all clients is provided independently, impartially and in a fair manner. The policies and procedures under which SLSB MSCB operates the certification services are non-discriminatory and are administered in a non-discriminatory manner
- (d) SLSB MSCB shall submit an audit summary report to the organization audited and also to the accreditation body as per the requirement of the accreditation body. The report will be treated in strict confidence
- (e) On request from any party, the information regarding the validity of certification for any specific client is also communicated by SLSB MSCB in writing with limitation to the client
- (f) When confidential information about a client is made available to external bodies e.g. accreditation body or peer assessment body as per SLSB MSCB's agreement with such external bodies, the same shall be informed to the client by SLSB MSCB.
- (g) Whenever SLSB MSCB shall post updates of public documents on its website, under "downloads" it shall also make a reference under the heading "updates" for information of all concerned. SLSB MSCB shall highlight the changes in such public documents (e.g. PD-02) for the immediate attention of all concerned.



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3.18. SLSB MSCB OFFERING OTHER SERVICES (e.g. CE marking and other management system certification)

If any client who has taken services from SLSB MSCB with respect to specific management system certification (e.g. ISO 9001), applies for another management system certification (e.g. ISO 14001 or ISO 22000), SLSB MSCB shall not give any special consideration to the client in terms of any financial or any concession in the requirements of new management system certification.

3.19 CHANGES IN THE SCOPE OF CERTIFICATION (CERTIFIED ORGANIZATIONS)

Under the management system certified, there is a provision for change in scope for certification and this shall be applicable to the following cases (This however does not apply to reframing the scope to bring-in more clarity without change in the activity or the process)

- Extension in the scope (e.g.. addition of a different product or new initiative/activity)
- Reduction in the scope (e.g. discontinuing certain products or processes or activity)
- Change in the location (shifting of factory, office to new location)

The above changes can be affected only after verification and confirmation by certification body and the following requirements should be met by organization seeking change in scope.

- ❖ The organization has amended the management system documentation with respect to the changes and has implemented the same and have the same subjected to at least one internal audit.
- ❖ The change in scope can be done either with surveillance or re-certification provided the organization informs the certification body (SLSB MSCB) at least 30 days prior to the audit due. Any short notice requests for changes will not be entertained

3.20. Tasks given to Audit Team

The task given to audit team shall include,

- To examine and verify the structure, policies, processes, procedures, records and related documents of the client
- To determine that these meet all the requirements relevant to the intended scope of certification
- To determine that processes and procedures are established, implemented and maintained effectively to provide a basis for confidence in the client's management



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system

- To communicate to the client, for its action, any inconsistencies between the client's policy, objectives, targets and the results

4.0. GENERAL TERMS AND CONDITION

(a) Termination- The client and SLSB MSCB shall have the right to terminate this agreement at any time giving 30 days of written notice of such termination. The client shall, in case of termination, reimburse to SLSB MSCB all the dues up to date of termination. SLSB MSCB, if it so wishes, shall also charge a termination fee to be negotiated at the time of termination and this is in addition to the dues that are payable to SLSB MSCB. In no case such termination fee shall not exceed 15% of the value of the agreement. All reimbursable are payable at the end of said 30 days period.

(b) Confidentiality- SLSB MSCB shall not disclose any information about the client or individual to a third party without the written consent of the client or the individual concerned. If SLSB MSCB is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

(c) Force majeure- Delay in or failure of performance of either party hereto shall not constitute a default hereunder or give rise to any claim for damage if and to the extent such delay or failure is caused by an act of war, natural disaster, fire, explosion, labor dispute or any other event beyond the control of the party affected and which, by the exercise of reasonable diligence, said party is unable to prevent. The party affected shall notify the other party in writing of the causes and expected duration immediately after the occurrence of any such event.

(d) Law & disputes-All disputes and claims as to the content of this agreement or issues that might arise between the parties either to the agreement or transactions or issues that the parties might not have envisaged shall first be resolved through a meeting by the authorized representatives of the parties. Failing which should be referred to arbitration and failing which to the court. A single arbitrator shall be jointly appointed by the parties or the Chief Justice of Sierra Leone. The decision of the arbitration shall be binding for the both parties.

(e) Appeals: Client shall appeal to SLSB MSCB in respect of the following,

- 1) Non acceptance of client's application for certification
- 2) Not granting, suspending, withdrawing or denying of certification



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SLSB MSCB shall deal with the appeals according to its procedure and shall be responsible for all decisions at all levels of the appeal handling process as per SLSB MSCB procedure QP-13.

SLSB MSCB shall acknowledge the receipt of the appeal and shall provide the client with progress reports and the outcome.

(f) Complaints: SLSB MSCB shall investigate the complaint received about the client to decide what action need to be taken and the same shall be communicated to the client at an appropriate time as per SLSB MSCB procedure QP-13. The identity of the complainant shall not be disclosed.

(g) Fees The fees shall be detailed in the quotation submitted by SLSB MSCB. Fees are charged on the basis of applicable rates at the time of submission of the quotation. SLSB MSCB may revise the fee submitted in the quotation during the Certification period. Clients shall be notified of any change in the fee.

If any special audit is performed on the client as detailed in section 3.9, SLSB MSCB shall charge an extra fee for such audits to cover the audit charges and other administrative costs and this shall be payable within 7 days from the date of invoice.

Cancellation of Audit shall involve re-imburement of expenses incurred by SLSB MSCB, if any.

(h) Access to the client site: The client, at the request of SLSB MSCB or Accreditation Body, shall permit access to their sites and records for SLSB MSCB's auditors and / or authorized personnel on behalf of the accreditation body to which SLSB MSCB is accredited. The same shall be communicated to the client in advance.

(I) Agreement Period: The agreement signed comes to force and remains in force until the expiry of the certificate, unless withdrawn for justified reasons or withdrawn by either party upon due notice given to the other party.

(j) Liability: SLSB MSCB's liability shall be limited to providing certification of the client's management system and shall not in any way be responsible for the liabilities arising out of the client's products or services. In any event the liability shall not exceed the amount of fee paid against the certification adjusted proportionately.