



**HONG KONG CERTIFICATION SERVICES
INTERNATIONAL LIMITED**

REGULATIONS

JAN 2012

Issue 2

FOREWORD

Hong Kong Certification Services International Ltd (HKCSI) was established in April 2010. We invite a group of quality professionals/ experts from the Hong Kong Community to form the Governing Council. The Council represent interests include: clients of HKCSI, customers of organizations whose management system are certified, representatives of industry trade associations, representatives of governmental regulatory bodies or other governmental services, or representatives of non-governmental organizations, including consumer organizations. We aim at the professionalism in auditing and certification practice. The Governing Council of Hong Kong Certification Services International Limited consists of Chairman, Vice Chairman, Secretary and Council Members.

This document was originally compiled in 2010.

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SYNOPSIS

The framework of Hong Kong Certification Services International Limited Regulations is established against the following international practice:

- 1) ISO/IEC 17021 Standard for management system certification
- 2) Relevant IAF Mandatory documents published by the International Auditing Forum, Inc. (IAF)
- 3) Relevant Regulations and Supplementary Criteria published by Hong Kong Accreditation Service (HKAS)

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1. Introduction

The Regulations (defined below) govern the rules for the Scheme (defined below) operated by HKCSI (defined below) for the certification of organizations with approved Management Systems and Products.

2. Definitions

For the purpose of these Regulations, the following terms are defined as below:

- “HKCSI” means Hong Kong Certification Services International Limited, a limited company established for operating the scheme
- “Regulations” means the regulations of the Scheme set out herein.
- “The Scheme” means a scheme to be performed by HKCSI for certifying Applicants/ Participants as having a Management System, an integration of Management Systems or a product that is in accordance with the appropriate international standards, product conformity certification scheme or relevant normative documents.
- “Governing Council” means the governing body of HKCSI
- “Chief Executive” means the secretary of HKCSI – Governing Council, appointed for the time being by the Council to be in charge of HKCSI.
- “Applicant” means an organization that has applied for but has not yet been granted a Certificate.
- “Participant” means an organization which has been granted a Certificate.
- “Appeals Panel” means an independent panel formed for the purpose of hearing appeals in relation to the Scheme. It shall consist of the Chairman of the Council (or his appointed deputy) and at least two other members drawn from the Council. None of the panel members shall have any direct interest in the subject of the appeal.
- “Certificate” means a certificate issued by HKCSI endorsed by one of the Governing Council Members and the Secretary of HKCSI-Governing Council that recognises that the Management System operated by the applicant/ participant having been audited by HKCSI meets these Regulations for management system certification, or the products provided by the applicant/ participant having been evaluated by

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	HKCSI meets these Regulations and associated Product Conformity Certification Scheme.
“Logo”	means the symbol shown in Appendix attached hereto
“Quality Management System”	means a management system to direct and control an organization with regard to quality matters.
“Environmental Management System”	means a management system to direct and control an organization with regard to environmental matters
“Occupational Health and Safety Management System”	means a management system to direct and control an organization with regard to occupational health and safety matters.
“Food Safety Management System”	means a management system to direct and control an organization with regard to food safety matters
“Energy Management System”	means a management system to direct and control an organization with regard to energy matters
“ISO 9001”	means the standard for quality management systems – requirements, published by ISO (the International Organization for Standardization)
“ISO 22000”	Food safety management systems — Requirements for any organization in the food chain, published by ISO (the International Organization for Standardization)
“ISO 14001”	means the standard for environmental management systems- requirements, published by ISO (the International Organization for Standardization)
“ISO 50001”	means the standard for energy management systems-requirements, published by ISO (the International Organization for Standardization)
“ISO 26000”	means the guidance on social responsibility, published by ISO (the International Organization for Standardization)
“OHSAS 18001”	means the specification for occupational health and safety management systems developed by a group of co-operating organizations such as BSI, DNV and etc.
“ISO/IEC 17021”	Conformity assessment — Requirements for bodies providing audit and certification of management systems, published by ISO (the International Organization for Standardization)

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“IAF Mandatory Documents”	means the relevant documents published by International Accreditation Forum, Inc. for the consistent application of the ISO/IEC 17021 for management system certification
“HKAS Documents”	means the relevant Regulations and Supplementary Criteria published by Hong Kong Accreditation Service, Innovation and Technology Commission, The Government of the Hong Kong Special Administrative Region
“Management System Document”	means information and its supporting medium specifying the practices, resources and interactions of activities relevant to a particular management system.
“System Manual”	means the document specifying the management system of an organization. One aim is to serve as a permanent reference in the implementation and maintenance of that Management System.

3. Authority

- 3.1 HKCSI is the legal authority to operate the Scheme and award certification rights under the Scheme.
- 3.2 HKCSI operates the Scheme under the accreditation of the Hong Kong Accreditation Service (The Government of Hong Kong SAR) using normative accreditation guidelines such as ISO/IEC 17021 Standard, relevant IAF Guidance Documents and HKAS Documents.
- 3.3 These Regulations (as amended from time to time) shall remain in force for so long as a Participant is certified under the Scheme.
- 3.4 HKCSI acts through the Chief Executive who, for performing audits under these Regulations, from time to time delegates his functions or any of them to individuals whom he appoints or removes, as he may deem necessary subject to such conditions as HKCSI from time to time imposes.

4. Liability for Damages or Compensation

- 4.1 HKCSI shall not be under any liability whatsoever for or in respect of:
 - i.) any loss or damage whatsoever or howsoever caused arising directly or indirectly associated with the certification of an Applicant/ Participant under the Scheme;
 - ii.) any loss of profit, business, revenue, goodwill or anticipated savings;

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- iii.) consequential loss or damage suffered by a Participant including any loss or damage resulting from claims brought by any customers of a Participant;
 - iv.) the sales of products or rendering of services to the public by an Applicant/ Participant;
- 4.2 All conditions and warranties on the part of HKCSI implied by statute, common law or otherwise are expressly excluded.
- 4.3 An Applicant/ Participant shall indemnify HKCSI against any loss (include any economic loss or other loss of profits, business or goodwill), damages, costs, legal costs, professional and other expenses of any nature whatsoever incurred or suffered by HKCSI whether direct or consequential arising out of any dispute, contractual, tortious, claims or proceedings brought against HKCSI by a third party claiming relief against HKCSI due to
- i) the certification of an Applicant/ Participant under the Scheme of the breach of these Regulations by an Applicant/ Participant;
 - ii) the manufacture, use or sale of any products or the provision of any services by reference to the Logo or Mark or an Applicant/ Participant's certification under the Scheme.
- 4.4 Without prejudice to clause 4.1 and in the event that the courts of Hong Kong consider an unreasonable exclusion of liability, liability of HKCSI in contract, tort or otherwise to a Participant with respect to any claim arising associated with its acts or omissions in assessing, or certifying a Participant or performing the Scheme shall be limited to no more than ten times the fees received by HKCSI from a Participant in the year in which the alleged liability arose or HK\$100,000 whichever is less.

5. Obligations of an Applicant or a Participant

- 5.1 An Applicant/ Participant warrants that it shall:
- i) at all times comply with these Regulations;
 - ii) claim compliance with the Scheme associate only with those activities within the scope of an Applicant/ Participant's certification under the Scheme;
 - iii) give the representatives of HKCSI access (without prior notice) in normal operating hours (include shift operation time) to the premises or sites in which work or services the subject of the certification under the Scheme is being performed, include assessing materials, processes, finished products, product testing, methods of operation, records and systems, verifying that the Management System or the product in place is in accordance with the Applicant/ Participant's certification under the Scheme and the associated

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- Product Conformity Certification Scheme, or establishing that an Applicant/ Participant has performed its obligations on withdrawal of certification under the Scheme as described in Clause 9.4;
- iv) give the representatives of accreditation authority access to witness HKCSI audit team performing an audit at the premises or sites in which work or services the subject of the certification under the Scheme and the concerned accreditation;
 - v) establish and at all times operates a Management System, or an integration of Management Systems in accordance with the appropriate standards such as ISO 9001, ISO14001 or other normative documents as agreed with HKCSI from time to time in respect of all business activities certified, and make available copies of all or any part of the Management System Documents whenever the Chief Executive requires such to be lodged with HKCSI for reference purposes;
 - vi) notify HKCSI promptly of any intended changes to the Management System(s), or changes, which may affect conformity with a Participant's certification pursuant to the Scheme;
 - vii) nominate a management representative, one or more deputies authorised to act in the nominee's absence and replacement nominees as it deems necessary (such nominations to be subject to approval by HKCSI) who shall be responsible for all matters in fulfilling the requirements of an Applicant/ Participant's certification under the Scheme;
 - viii) provide HKCSI on request samples of materials and samples of products which may be tested by an accredited laboratory to verify conformance to technical standards claimed directly or by inference by a Participant;
 - ix) make available to HKCSI, when requested, the records of all complaints and corrective actions taken in meeting the appropriate standards such as ISO 9001 or other normative documents;
 - x) ensure that its documents or reports under certification, or any part thereof, the Logo, the trade marks and trade names of HKCSI are not used in a misleading manner.
 - xi) not use its certification in such a manner that brings HKCSI into defamation, and that it shall not make any statement about its certification that HKCSI may consider misleading or unauthorized;
 - xii) use certification only to indicate that the Participant's Management System is in conformity with the appropriate standards such as ISO 9001, or other normative documents, and do not use the Participant's certification to imply that a product or service is approved by HKCSI for management system certification;
 - xiii) produce its products of merchantable quality and provide all its services to

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customers with all reasonable care and skill.

- 5.2 An Applicant/ Participant warrants that its official name in the application for certification is true and accurate and solely represents the Applicant/ Participant and not any non-certified entity.
- 5.3 An Applicant/ Participant warrants that it shall only use its certification associated with its own business (proof of legal status as provided under clause 8.1), and will not imply that any parent, subsidiary, affiliate, partner or other entity is certified by the use of any misleading words.
- 5.4 The Applicant/ Participant shall warrant that all documents and records are entirely accurate and genuine and not in any way be amended or created for the purposes of certification and that the Applicant/ Participant's continual certification hereunder is based on the strict compliance with this warranty.

6 Obligations of HKCSI

- 6.1 HKCSI understands the importance of impartiality in carrying out the management system and product conformity certification activities. HKCSI manages conflict of interest and ensures the objectivity of the management system certification activities. HKCSI shall use its best endeavours to
- i) send a representative/ representatives to an Applicant/ Participant on occasions at its discretion normally every 9 months in which an Applicant/ Participant is manufacturing goods, operating processes or rendering services for which it is certified for the purpose of verifying that the obligations imposed by the certification under the Scheme and these Regulations are being performed. HKCSI shall verify with the concerned representative/ representatives that he/ they have not offered
 - (a) management system consultancy service to the Applicant/ Participant;
 - (b) specific training courses to the Applicant/ Participant for at least the recent **three** years;
 - ii) not disclose any information about an Applicant/ Participant which is of a confidential nature other than information which is;
 - (a) already in the possession of HKCSI or later comes into the possession of HKCSI without any obligations of confidence from an independent third party who has not derived it from the Applicant/ Participant in question;
 - (b) in the public domain; or
 - (c) disclosed for the sake of accreditation;
 - (d) disclosed to a third party as permitted by the law or where HKCSI is of the reasonable opinion that disclosure would be subject to a public interest defense, or pursuant to any Order of court;
 - (e) disclosed to a third party with written consent of the Applicant/ Participant in question.

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- 6.2 HKCSI shall notify a Participant at its discretion of customer complaints about the quality of its products, processes or services; environmental performance or occupational health and safety performance for the scheme which a Participant is certified.

7 Charges

- 7.1 HKCSI shall charge and an Applicant/ Participant shall pay
- i) an application fee;
 - ii) auditor fees shall be charged in respect of the actual man-days spent at the prevailing man-day unit rate for assessments. The assessments include pre-assessment (optional), certification assessment, follow up visit, surveillance visit, reassessment, etc.;
 - iii) an annual maintenance fee for each Certificate granted payable every year. The first annual maintenance fee shall be payable by an Applicant/ Participant upon award of a Certificate. There shall be no refund of the annual maintenance fee if an Applicant/ Participant has suspended, withdrawn or terminated certification for whatsoever reasons;
 - iv) any additional costs incurred by HKCSI due to an Applicant/ Participant's non-compliance with these Regulations, and activities due to Clause 5.1 (v).
 - v) overseas travelling expenses that include meals, transportation and accommodation costs as may be incurred by HKCSI in respect of an Applicant/ Participant from time to time;
- 7.2 HKCSI shall charge all fees that HKCSI believes in its discretion to be fair and reasonable and may increase such fees from time to time without notice to an Applicant/ Participant.
- 7.3 The application and documentation assessment fee (non-refundable) shall be payable by an Applicant upon submission of application, pre-assessment (optional), certification assessment and follow up visit shall be payable in advance before this assessment is performed by HKCSI. Surveillance visit, certification reassessment, overseas travelling expenses reimbursement and annual maintenance fee of the certificate (non-refundable) shall be payable within 30 days from date of invoice. All fees paid shall be non-refundable and shall not be subject to set-off or deduction.
- 7.4 If an Applicant/ Participant fails to pay any fees on due dates, HKCSI shall be entitled to charge an Applicant/ Participant interest on the outstanding fee at the rate of 4% per annum above the prevailing Prime Rate in force from time to time from the date the payment became due until actual payment is made.

8 Certification

- 8.1 An Applicant who satisfies HKCSI that it is capable of complying with these Regulations and the Scheme and that it carries on a bona fide business and who gives to HKCSI such undertakings and proof on the Applicant's legal status as it may require shall, subject to the conditions of these Regulations, be entitled to be certified under the Scheme and obtain a Certificate which shall nevertheless remain the property of HKCSI.
- 8.2 A separate Certificate will be issued in respect of each certification for which an application is made. In such circumstances HKCSI shall certify a Business under the Scheme for an initial period of 3 years from the date of acceptance and thereafter certification under the Scheme shall be renewable every 3 years.
- 8.3 Certification is subject to the terms of these Regulations and HKCSI rights there under. If an Applicant/ Participant decides to terminate certification, it must give HKCSI at least 2 months written notice.
- 8.4 An Applicant shall be given a period of three years from the date of application to put in place Management Systems that fulfill the requirements of the Scheme. After the above said period which an Applicant has not been certified, the applicant must submit a new application unless otherwise agreed by HKCSI.

9 Certification Rights

- 9.1 If a Participant is temporarily unable to fulfill the requirements of these Regulations, HKCSI shall require the Participant in question to suspend the use of the Logo or any claim to certification under the Scheme with immediate effect until the conditions of certification are resumed satisfactorily.
- 9.2 HKCSI shall withdraw a Participant's certification rights under the Scheme or reduce the scope of such certification by written notice if a Participant;
- i) subject to the bankruptcy laws, enters into liquidation (whether compulsory or voluntary), or an officer of a Participant is convicted of an offence that discredits the reputation and good faith of the Participant as a trader;
 - ii) commits a breach of these Regulations and a written notice specifying the breach is given to the Participant, but the Participant shall not have remedied accordingly within one month.
- 9.3 A Participant shall not, without the written consent of HKCSI assign or otherwise transfer the right to use the Certificate, or any part share or interest therein or its certification under the Regulations.
- 9.4 The withdrawal or suspension of a Participant's certification rights shall (subject to Clause 12) be at HKCSI's absolute discretion. Such decisions or grounds of suspension or withdrawal shall be notified to a Participant in writing and the

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associated certification status under the Scheme is logged in a Register that is made available to the public.

- 9.5 Upon suspension or withdrawal of a Participant's certification (for whatever reason) a Participant shall warrant that it shall forthwith;
- i) deliver up to HKCSI or destroy in the presence of a representative of HKCSI the Certificate and associated Logos.
 - ii) notify all customers of the termination status where certification is a condition of contract with a customer and where business is active or potentially active with that customer within one year of termination.
 - iii) cease to use the Logo in any manner whatsoever and shall cease to use any other material that may imply that a Participant is certified under the Scheme.
 - iv) cease to operate the business in a manner that may imply that a Participant is certified under the Scheme and cease to hold out any present association with HKCSI.

10. Ownership and Use of Logo

- 10.1 HKCSI is the beneficial owner of the Logo, and is not aware that the use of the Logo will infringe the rights of any third party but gives no warranty as to whether any such third party rights will be infringed.
- 10.2 A Participant shall not make any representations, do any act which indicates that it has any right, title or interest in or to the ownership or use of the Logo.
- 10.3 A Participant undertakes only to use the Logo pursuant to the provisions set out in Appendix respectively, and will on request give to HKCSI any information as to its use of the Logo.

11. Registration

Participants shall be registered in the List of Certified Organization published by HKCSI and will be available upon request.

12. Appeal

- 12.1 In the event of a Participant appeals against any decision of HKCSI under these Regulations it shall give written notice to the secretary of HKCSI within 21 clear days after having been officially informed of such a decision.
- 12.2 A meeting of the Appeals Panel shall be held within 30 clear days upon receipt of such notice and the appellant shall be given 7 clear days notice of the time and place of such a meeting.

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- 12.3 The original decision of HKCSI shall stand (and its effect take place) prior to any meeting of the Appeals Panel. At such a meeting both the appellant and HKCSI executives shall be entitled to be heard in confidence.
- 12.4 The decision of the majority of the Appeals Panel as declared by its chairman shall be final.
- 12.5 The appellant shall be given a written statement of the appeal findings; including the reason for the decision reached, within 21 clear days after the decision of the Appeals Panel is made.
- 12.6 The appellant shall have the right to raise objections to the constitution of the Appeals Panel. Upon receipt of such objection, the Council shall consider the objection and decide whether to change or retain the constitution of the Appeals Panel.
- 12.7 The Council's decision about the objection and constitution of the Appeals Panels shall be final.

13. Alterations and Notice

- 13.1 HKCSI may from time to time alter these Regulations while such alterations shall not affect the right of a Participant to use the Logo or the Certification Mark, or claim to be certified under the Scheme unless or until it shall have been given written notice by HKCSI.
- 13.2 A Participant will be notified of the date by which it must comply with the altered Regulations, which shall not normally be less than six months from the date of notification of the alteration.
- 13.3 After that, HKCSI shall use its best efforts to verify that each Business carries out any necessary adjustments to its procedures and/or Management System within such time as HKCSI considers reasonable.
- 13.4 Any written notice given under these Regulations shall be signed by or on behalf of the party giving it and may be served by sending it by registered post, in the cast of HKCSI or a Participant, to its address for the time being (registered office where applicable).
- 13.5 Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty eight hours from the time of posting and such service shall be sufficient to prove that the notice was properly addressed and posted in accordance with this clause.

14. Waiver

No waiver about failure or delay on the part of HKCSI to exercise any right or remedy under these Regulations shall be construed, or no single or partial exercise of

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any right or remedy preclude the further exercise of such right or remedy as the case may be. The rights and remedies provided under these Regulations are cumulative and are not exclusive of any rights or remedies provided by law.

15. Governing Law

The Regulations shall be governed by and construed in accordance with the laws of Hong Kong and the parties hereby agree to submit to the jurisdiction of the courts of Hong Kong in relation to any matters arising out of the Regulations.

APPENDIX

Use of Logo (for Management System Certification)

A Participant shall use the Logo according to these conditions as shown below.



Conditions:

1. The Logo shall be used in conjunction with the Participant's name and have the associated certificate number and the applicable management system standard such as ISO 9001 or ISO14001 adjacent to it. Written permission from HKCSI must be obtained for a Participant who wishes to vary these conditions.
2. The Logo shall only be used on correspondence, printed promotional material, and advertisement. It must not be used in connection with products. All proposed uses of the Logo which do not clearly fall within the scope of this condition must be referred to HKCSI for approval in writing before being put into effect. A Participant shall use the Logo in a fair and reasonable manner on correspondence and promotional material to indicate a Participant is certified under the Scheme. A Participant shall not use the Logo or indicate certification under the Scheme in such a manner as to be detrimental to the interests of HKCSI or other certified companies. A Participant shall not advertise by or with reference to the Logo in any manner indicating that the products or services offered under the Scheme by a Participant are superior than the same or similar products or services offered by other Participants under the Scheme.
3. A Participant shall only use the Logo in the format stipulated by HKCSI and shall observe any directions given by HKCSI as to colours and size of the representations

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of the Logo. The Logo shall not under any circumstances be used directly on or closely associated with products by a Participant in such a way as to imply that the products themselves are certified by HKCSI. A Participant shall not use any mark or device which is confusingly similar to the Logo.

- 4 A Participant will forthwith discontinue any use of the Logo which is unacceptable to HKCSI, and any form of public statement, advertisement or conduct associated with a Participant's certification under the Scheme or its right to use the Logo which in the opinion of HKCSI might be misleading.
5. If the scope of certification of a Participant is covered by an accreditation agreement that HKCSI has with an accreditation body, then HKCSI may in its discretion and subject always to payment of relevant fees permit the Participant to use the appropriate accreditation mark(s). The specifications of the relevant accreditation mark(s) and guidelines on how to use the mark(s) in conjunction with HKCSI mark and Logo will be published by HKCSI from time to time.