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Obligations for Achieving and Maintaining Management System Certification

This document defines the obligations based on TÜV SÜD America (TÜV) and accreditation body rules that TÜV and clients are required to abide by as part of the client's achieving certification and maintaining certification for the site or sites listed on your management system certificate.

Section 1. General

TÜV, with the Client's cooperation, will conduct scheduled on-site audits to determine whether the Client's management system complies with the stated requirements of the applicable standard(s) and also to determine whether that management system is effectively implemented and maintained. Without limiting its other obligations, the Client agrees to adhere to the requirements contained in this document as well as the TÜV Standard Terms & Conditions or the Business Terms & Conditions of the TÜV Company contracted for the audits. Note: When a change in company name or ownership occurs, current legal and contractual agreements and certification obligations with the client will remain in effect until the agreements are revised and signed to reflect the organization's changes.

TÜV represents to the Client that TÜV's existing organizational structure and procedures, as well as TÜV's certification and supervisory resources, meet the criteria stipulated in ISO/IEC 17021. TÜV's organization and specific procedures are documented in the TÜV Integrated Management System.

TÜV may use auditors who are its employees and/or contracted auditors for any part of the certification process. The client has the right to object to the use of any auditor. If the Client objects to any auditor's continuation of performance of services, then TÜV will replace that auditor.

For AS9100 / AS9120 audits, requests for auditor changes/substitutions will not be allowed without substantiated evidence of improper activity or contract violations. Conformance to rules concerning export controls, auditor nationalities and confidentiality/conflict of interest shall be an exception to this requirement.

Multisite audits. To qualify as a multisite the following conditions are to be met

- All sites have similar activities that fall under the main overall scope
- There will be a designated HQ which will maintain the overall scope that covers all the participating sites
- Sites participating in the multisite scheme will have a scope that is a subset or reflect the overall scope; Sites with support function(s) will have the support role defined as the scope
- The organization shall identify site(s) as the central function having the authority to define, establish and maintain the single management system
    - All sites have a legal or contractual link to the Central Function
    - All sites fall under the single, centralized management system maintained by the central function
    - All sites fall under the Centralized Management system internal audit and management review
    - A nonconformity issued during a TÜV audit at one site will be reviewed for all sites and if found corrective action be verified at both the central function and the identified sites
    - ISO27001/ISO 27701) Every site in the ISMS subject to significant risks will be audited prior to certification

ISO 27001/ISO 27701

- During the application review, the client will notify TÜV of any ISMS related information (ISMS records or information about the design and effectiveness of controls) that cannot be made available for review by the audit team due to confidential or sensitive information. The application reviewer will discuss with client alternatives to ensure that the ISMS can be properly audited in the absence of the identified information. If it is determined that the ISMS cannot be adequately audited in the absence of the information or by other equivalent information that would be available, the certification process will not proceed until appropriate access arrangement are given by client.
- Certification cannot be granted unless the client has completed one management review and one internal ISMS audit covering the scope of certification.
- An ISO 27701 certificate cannot be displayed as a standalone, it is required to be displayed with a valid TÜV ISO 27001 certificate
- The client will notify TÜV of any changes to the Statement of Applicability (SoA) including if the SoA revision results in changes to the coverage of the controls within the scope of certification. If the change in the SoA do not result in changes in the coverage of the controls, update of certification documentation is not required.

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Section 2. Phases of the Certification Process

2.1. Preparation. The Client will complete an application and return it to TÜV. The application will be used to:

(a) Identify the objective and scope of the audit, and

(b) Identify a Management Representative who shall be the focal point for the audit and be responsible for coordinating all audit activities on behalf of the Client.

(c) The Client may, in its discretion, arrange for TÜV to conduct a pre-audit. The purpose of the pre-audit would be to evaluate the present conformance of the Client's management system against the applicable standard(s).

(d) For AS9100 / AS9120 audits, TÜV and the Client shall agree on the certification structure which is identified on the provided quotation

(e) For AS9100 / AS9120 audits, the client will disclose all products / services that are classified or are subject to export control requirements. This will be done at initial application, and whenever such material or services are added at a later date.

2.2. Stage 1 Audit TÜV shall visit the Client to

(a) review the management system documentation

(b) determine readiness for the Stage 2 audit

(c) review key performance or significant aspects regarding the scope and operation of the management system

(d) collect necessary information regarding the scope and related statutory and regulatory requirements of the client's operation

(e) plan the certification (stage 2) audit, including confirming audit team requirements

(f) evaluate if internal audits and management review are being performed and that the level of implementation substantiates the client is ready for the stage 2 audit

2.3. Stage 2 Certification Audit. Upon successful completion of the Stage 1 Audit, the audit team will conduct an on-site audit to confirm conformance with the applicable standard(s) and to evaluate the implementation, including effectiveness of the client's management system.

At the conclusion of the audit, the audit team will inform the Client of the audit results. At the closing meeting, TÜV will give the Client a written statement identifying any aspects of the Client's management system that do not conform to the applicable standard(s).

If re-auditing parts of the management system is necessary, the date and scope for the follow-up will be set jointly between the audit team and the Client.

The audit team will generate an Audit Report, summarizing the audit results.

2.4. Award of the Certificate, Surveillance Audits and Recertification Audits.

(a) Award of the Certificate. Based on the final audit report, TÜV will make the final decision on whether to issue a Certificate. The Certificate shall expire three years from the issue date. It will remain valid during that period, provided that Surveillance Audits yield positive results. A Recertification Audit process shall be completed prior to the expiration date in order to extend the validity of the Certificate for an additional three-year period.

(b) Surveillance Audits. After a Certificate has been issued, TÜV conducts periodic Surveillance Audits to verify the ongoing effectiveness of the Client's management system. At a minimum, these Surveillance Audits shall be carried out once per calendar year. The first surveillance audit shall be conducted within 12 months of the initial certification decision date.

(i) ESD 20.20 certificates will expire one year from the issue date of the certificate. Recertification audit shall be conducted annually prior to the expiration date of the certificate.

(c) Recertification Audits. For the Client to maintain the Certificate in effect, Recertification Audits by TÜV are required every three years. Before a Recertification Audit, the Client shall notify TÜV in writing of any changes to the Client's management system not previously reported to TÜV, and the Client shall give TÜV the appropriate documentation describing those changes. TÜV shall review the client's management system documentation before the on-site Recertification Audit. Significant changes may require an on-site Stage 1 audit before the Recertification Audit. TÜV shall conduct the Recertification Audit less than 36 months from the initial certification audit or before the expiration of the existing certificate.

2.5. Information and Communication Technology (ICT) assisted (Remote) audits. If ICT is used as part of a remote audit, technical difficulties resulting in lost audit time may be added to audit duration. Excessive delays may result in the auditor ending the virtual audit and requiring an on-site audit visit. Please refer to PD_AUD_25 "The Use of Information and Communication Technology (ICT) for Assisting in Remote Auditing Approaches" for further information and is available upon request.

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Section 3. TÜV Obligations

3.1. Confidentiality. "Confidential Information" means all of the information that is disclosed by the Client to TÜV under the Agreement, except Confidential Information shall not include information which (a) is now in the public domain or subsequently enters the public domain through no action or fault of TÜV; (b) is known by or available to TÜV from its own independent sources prior to its receipt thereof under the Agreement; (c) TÜV receives from any third party having a legal right to transmit such information without any obligation to the Client to keep such information confidential; or (d) is independently developed by TÜV's employees, agents, or contractors. TÜV agrees to use the Confidential Information only in connection with the Agreement and TÜV's performance thereunder. TÜV agrees to treat all of the Confidential Information with the same degree of care to avoid disclosure to any third party as TÜV uses with respect to its own information of like importance that is to be kept secret, and in any event no less than reasonable care. Nevertheless, the Client agrees that TÜV may disclose Confidential Information to accreditation, regulatory, and government bodies as required in connection with the Agreement and TÜV's performance thereunder. With the exception of above the Client will be informed of any disclosure in advance and agreement to this action will be in writing. Further, the Client acknowledges the following exceptions to TÜV's confidentiality obligations:

For AS9100 / AS9120 audits, TÜV may provide access to files to AAQG (Americas Aerospace Quality Group) member companies, ANAB, and other regulatory and government bodies. Access to files will be limited to those specifically dealing with AS9100 / AS9120 activities. In addition, TÜV will enter required information into the IAQG (International Aerospace Quality Group) Online Aerospace Supplier Information System (OASIS database).

The client agrees to submit to TÜV sufficient data on the client's compliance with relevant legislation and regulations which are relevant and necessary to determine whether the organization's systems conform to the standard. This data would include a documented procedure for evaluating legal compliance, objective evidence of its implementation, objective evidence of compliance review by management, and objective evidence of implementation of identified corrective and preventive actions.

During the audit process, if any member of the audit team, were to identify a potential noncompliance with legal or other requirements to which the organization subscribes, said potential noncompliance would be reported to audited organization's management via the method determined in agreement with organization's management. It is expected that the audited organization will utilize its corrective action system or other means necessary to investigate and correct or prevent the potential nonconformance. Said potential nonconformance would not be recorded in the certification audit report except where said potential nonconformance is a result of a failure of the environmental management system and, if so, the nonconformance would only be described in terms of the requirements of the management system.

3.2. Records and Retention of Quality Documents. TÜV shall maintain records of the Client's management system for a retention period of at least nine years.

3.3. Notification to Client of Changes in Certification Procedure. TÜV shall notify the Client concerning relevant changes made to the certification procedures.

3.4. Directory of Certified Companies. TÜV maintains a public directory of certified companies that indicates the specific scope of certification.

Section 4. Client Obligations

The Client agrees to comply with the following:

(a) The Client shall document and maintain a management system and demonstrate its practical implementation and effectiveness.

(b) Before the certification audit, the Client shall complete at least one internal audit cycle that covers the Client's entire management system, and then complete at least one management review cycle.

(c) The Client shall provide TÜV with access to all applicable areas and documentation (including records) relating to the Client's management system.

(d) The Client shall provide TÜV with access to the Client's employees for the purpose of discussing with the TÜV auditors all relevant information relating to the Client's management system, and the Client authorizes those individuals to discuss that information with the TÜV auditors.

(e) The Client shall maintain records of customer complaints and actions taken to address the complaints.

(f) The Client commits to continually fulfill the requirements for certification of its management system

(g) **This only applies to contracted audits in the territory of the People's Republic of China**.

The Client shall comply with regulations of the People's Republic of China on certification and accreditation, assist supervision and administration activities exercised by certification regulatory departments, and truthfully provide materials and information towards inquiry and investigation.

(h) The Client shall inform TÜV without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. Significant changes may require a re-audit. These include, for example, changes relating to

- the legal, commercial, organizational status or ownership,
- organization and management (e.g. key managerial, decision-making or technical staff),
- contact address and sites,
- scope of operations under the certified management system, and
- major changes to the management system and processes.

(i) Failure to inform TÜV of changes prior to an audit may result in:

- Nonconformity
- Increase of audit time
- A special audit at the client's expense
- Certification suspension
- Certification withdrawal

(j) The Client shall allow accreditation body personnel, applicable regulatory agencies and sector oversight authorities to witness TÜV auditors for the purpose of evaluating the competence of the TÜV audit team as well as the effectiveness of TÜV's implementation of requirements. These personnel will not involve themselves with the audit of the Client by TÜV.

i. For planning purposes, Accreditation Bodies may require witness audits to be scheduled well in advance. Client agrees to accept advanced audit scheduling and commits to working with TÜV to identify mutually agreeable audit dates. Fees assessed to TÜV by the Accreditation Body due to client requests for cancellation, postponement and / or rescheduling to previously agreed audit dates, or unwillingness to schedule audits in advance, will be passed onto the client with a 10% administration fee.

ii. The Client shall allow accreditation body personnel to perform market surveillance audits, if necessary, in lieu of witnessing a TÜV audit should TÜV not be able to schedule a witness audit with the accreditation body for the calendar year.

(k) **Short Notice / Unannounced Audits.** TÜV may require and carry out, and the Client shall pay for, short-notice or unannounced audits to investigate complaints, or in response to changes, or as follow-up on nonconformities / suspensions

(l) TL9000 Specific Obligations

In the case of TL 9000 audits only, the Client shall have submitted three months of data on appropriate metrics to the TIA-BPC Administrator, and the Client shall have received written confirmation of the acceptability of that data.

(m) AS9100/AS9120 Specific Obligations

The client will ensure

(a) that classified material or export control requirements are disclosed to TÜV.

(b) Identify an OASIS administrator and be responsible for notifying TÜV of significant changes in the organization.

(c) Allow other party assessors and customer representatives to accompany TÜV for the purpose of oversight witness or the confirmation of an effective audit process.

(d) Provide access to the Tier 2 data in the OASIS database to their Aviation, space, defense customers, and authorities upon request, unless justification can be provided, and provide copies of audit report and associated documents/records to their customers and potential customers on request

4.3. Use of TÜV Mark. The Client may only use the TÜV mark while the related Certificate remains in effect and only within the specific scope of that Certificate and the related accreditation. While the mark may be used for appropriate business and promotional purposes, such as to show the effectiveness of the Client's management system to customers and authorities, the mark may not be placed on products, product packaging or otherwise used in a manner that could be interpreted as product or service certification. The Client shall not make or permit any misleading statement regarding its certification or misleading use of a TÜV certificate. The Client shall amend all advertising matter when the scope of certification has been reduced. The Client shall not use its certification in such a manner that would bring TÜV and/or certification system into disrepute and lose public trust. Please refer to ISOF 44 for additional requirements

4.4 ISO 14001 & ISO 45001 Clients: Notification of Serious Incident

The client is required to notify TÜV without delay, the occurrence of any serious environmental or health and safety incident or breach of regulation requiring the involvement of any regulatory authority.

Based on TÜV review of the reported incident, the following actions may be taken

(a) Offsite review with the client of the incident and response
(b) Scheduling of a special audit to assess status of the affected management system

(c) Suspension of certificate pending follow up special audit.
(d) Withdrawal of certificate

4.5 ISO 27001 & ISO 27701 Clients: Notification of Incident and/or Breach

The client is required to notify TÜV prior to public notification, the occurrence of any Informational security incident resulting in business disruption, data loss or an information breach that requires reporting to a regulatory authority.

Based on TÜV review of the reported incident, the following actions may be taken

(a) Offsite review with the client of the incident and response
(b) Scheduling of a special audit to assess status of the affected management system
(c) Suspension of certificate pending follow up special audit.
(d) Withdrawal of certificate

Article 5 Withdrawal of Suspension of Certificate

TÜV has the right to suspend or withdraw a Certificate:

(a) if the Certificate is used other than as provided for in the Agreement, or the Client breaches the Agreement in any other way;

(b) if the certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system,

(c) if the client does not allow surveillance or recertification audits to be conducted at the required frequencies,

(d) the client is found not be truthful with TÜV regarding the status and effectiveness of the client's management system or any of their obligations stated within this agreement;

(e) if the client has voluntarily requested a suspension / withdrawal,

(f) for non-payment of fees,

(g) If the client does not reply with required corrective actions in the time frame identified.

(h) if the client does not allow accreditation body personnel, applicable regulatory agencies and sector oversight authorities to witness TÜV auditors at the client's location

(i) if the client does not allow accreditation body personnel to perform market surveillance audits at the client's location.

TÜV shall make the suspended / withdrawn status of the certification publicly accessible and shall take any other measures it deems appropriate.

Upon notice of withdrawal of certification, the client shall discontinue its use of all advertising matter that contains any reference to a certified status. (e.g., printed material, internet site, etc.)

AS9100/AS9120 Clients

Failure to abide by the AS9100 / AS9120 obligations listed here shall be cause for the withdrawal of the certificate.

If certification is withdrawn, the Client shall provide immediate notification to their Aviation, Space and Defense customers.

For TL9000 clients

In addition to violation of the general obligations listed here, TÜV will suspend a client's certificate based on suspension notice from TIA-BPC.