

## 1. Introduction

These Scheme Rules have been written in accordance with the requirements of the applicable conformity assessments of Product Certification Schemes. **ATC INTERNATIONAL Ltd.** hereafter known as "**ATC INTERNATIONAL**" also comply with all conditions. These Scheme Regulations form a part of the contract with each client as stated on the quotation.

## 2. Scope

**ATC INTERNATIONAL** provides independent third party assessment and conformity assessment services for companies who have implemented product and production control systems against the following standards/specifications/legislations of practice:

- Regulation EU No:305/2011 Construction Products (CPR)
- 2006/42/EC Machinery Directive (Machinery)
- Conformity assessment -- Requirements for bodies certifying products, processes and services (EN ISO/IEC 17065)
- Conformity assessment in accordance with requested standards/specifications by clients

## 3. Confidentiality

- a) **ATC INTERNATIONAL** agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the **ATC INTERNATIONAL** contract.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body/ related ministries the client shall be informed of the information as required by rules and law.
- c) For the purposes of registration verification, information contained on all issued certificates can be verified using the registration number shown on the certificate from the product certification check on the **ATC INTERNATIONAL** web site which is located from the following URL: <https://atcintlgroup.com>.
- d) Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) is treated as confidential.

## 4. General Conditions

**4.1 ATC INTERNATIONAL** basic conditions for gaining and maintaining registration with are that all applicants agree to and comply with the following rules:

- a) All information deemed necessary by **ATC INTERNATIONAL** in order to complete the registration process shall be made available to the applicant company.
- b) If **ATC INTERNATIONAL** are not satisfied that all requirements for registration have been met it shall inform the applicant in writing stating which requirements.
- c) When the applicant can demonstrate that effective corrective action has been taken within a specified time limit, then **ATC INTERNATIONAL** will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- d) If the applicant fails to take effective corrective action within the time limit, then **ATC INTERNATIONAL** may repeat the audit in full at additional cost.
- e) Identification of conformity shall only apply to site(s) audited and within the scope of registration as shown on the **ATC INTERNATIONAL** certificate of registration.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial assessment or re-assessment until fees have been paid in full. Registration may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.

- g) Failure to return all certificates of registration shall result in legal action being taken against the company for unauthorised use or registration and accreditation marks and on misleading and inaccurate claims of registration.
- h) The applicant must allow **ATC INTERNATIONAL** to conduct on-going surveillance, short notice, follow-up, sampling visits at the times stated within the individual quotation.
- i) **ATC INTERNATIONAL** is responsible and retain authority for decisions, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.
- j) The management representative must be made known to **ATC INTERNATIONAL** and should there be a change of management representative then **ATC INTERNATIONAL** shall be informed in writing.

## 5. Application for Assessment

- a) The application is received as filling Application Forms for conformity assessment. The following documents shall be enclosed to the application form:
  - Document for registration of the Company,
  - Document for the current state of the Company,
  - For CPR, Technical documentation of the construction product,
  - For CPR, Factory production control system documentation (Initial type test reports, quality control plans, manual etc.),
  - For Machinery, Technical documentation of the product (technical drawing, test records, user manual etc.),
  - For Voluntary Certification, production control system documentation (Test report, quality control plans, manual, welding records for welding standards like ISO 3834, EN 15085-2)
- b) After the review of the enclosed documents, not later than 3 days after receiving the application, **ATC INTERNATIONAL** shall confirm via e-mail. If the application is accepted, **ATC INTERNATIONAL** send to the client Conformity Assessment Proposal Contract Form.

## 6. Contract Acceptance

- a) Prior to any arrangement being made for an assessment, Product Certification Proposal/Contract Form is required to be signed and stamped by the Client. Signature on the proposal/contract indicates formal acceptance of these rules as stated within the proposal/contract.

## 7. Initial Assessment

For CPR;

- a) After lead auditor and technical experts had been charged to the audit, the Lead Auditor shall make Audit Plan for an audit, he/she shall divide the tasks, to define auditors, experts, subcontractors (if any) and the duration of the audit. The audit phases are as below:
  - Opening meeting
  - Specifying the Type of the Product
  - Sampling (AVCP System 1+)
  - Performing initial type tests (AVCP System 1, 1+)
  - The Product and Factory Production Control Audit
  - Preparation of Audit Report (including Findings)
  - Preparation of Nonconformity Report (if any)
  - Closing meeting
- b) The audit of the product and the factory production control system includes at least the following documents:
  - Input control of materials,
  - Management of the production processes and intermediate control,
  - Control of the ready product,
  - Results from the control,
  - Metrological assurance of the technical measurements,
  - Internal transport, storage, identification and marking of the materials and end products,
  - Frequency of taking and testing of samples from the manufacturing,
  - The laboratory, where the testing of the product has been performed,

- Management of nonconformity product,
  - Reclamations and research the client satisfaction,
  - Corrective and preventive actions,
  - Management of documents,
  - Training and qualification of the personnel,
  - Internal audits and management review.
- c) During the implementation of AVCP 1, 1+ **ATC INTERNATIONAL** is responsible for the specification of the type of the product on the basis of the testing of the type (including selection of a sample), calculation of the type, tabular values or descriptive documentation of the product.
- d) The responsibility for taking samples for initial specification of the type belongs to **ATC INTERNATIONAL**.
- e) Taking a sample is done by a representative of **ATC INTERNATIONAL** in the presence of the manufacturer or his authorized representative and is documented in an appropriate way. The selection of samples for testing and the testing itself are based on rules given in the respective technical specification. The test samples are marked by the representative of **ATC INTERNATIONAL** in order to guarantee the originality of the tested samples. A protocol is drafted taking samples Protocol for Taking Samples.
- f) The samples are tested in a laboratory with which **ATC INTERNATIONAL** has a concluded contract for a subcontractor for AVCP System 1, 1+. The responsibility of the client is the testing of samples regarding characteristics for AVCP System 2+.
- g) Following the completion of the audit, a report detailing the findings is provided.
- h) In case of nonconformities, the client shall be informed at the end of the audit. The manufacturer shall notify **ATC INTERNATIONAL**, regarding the taken corrective actions within 3 months after receiving of the Nonconformity Reports.
- i) The records from the initial audit of the Factory Production Control shall be resumed in a Report, which covers all questions during the audit, contents all findings, notes and nonconformities, if any. The Checklist for audit shall be prepared in 2 copies, one of which shall be send to Standard Manager, the other copy shall be send to the client not later than 5 days after conduction of the inspection.
- j) Subject to the closure of any nonconformities or findings (if any), the audit and technical records for reviewing are shared with the Standard Manager.

#### For Machinery;

- a) After Technical Expert had been charged to check technical file and audit by **ATC INTERNATIONAL**, technical file review is recorded by the Technical Expert before the audit. The technical file must cover, as far as possible, the design, manufacture and operation of the machine for such evaluation and should include:
- A general description of the machine,
  - A general drawing of the relevant machine and drawings of the control circuits, as well as descriptions and explanations suitable for understanding the operation of the machine,
  - Fully detailed drawings with calculations, test results, documentation necessary to confirm the conformity of the machine with essential safety and health requirements,
  - Documentation on the risk assessment showing the processes followed, including:
    - (i) List of essential health and safety requirements applicable to machinery;
    - (ii) a description of the protective measures applied to eliminate the identified hazards or reduce the risks or, where appropriate, a description of the risks associated with the machine that cannot be eliminated;
  - Display of the standards and other technical specifications used and the basic health and safety rules covered by these standards,
  - Any technical report containing the results of tests carried out by the manufacturer or by an organization elected by the manufacturer or his authorized representative,
  - A copy of the instructions for the machine,
  - Where appropriate, the Manufacturer's Declaration for partially completed machinery and the relevant assembly instructions for such machinery,
  - Where appropriate, copies of the EC Declarations of Conformity for the machine and other products fitted to this machine;
  - A copy of the EC Declaration of Conformity.
- b) After technical expert(s) had been charged to the audit, the technical expert shall make Audit Plan for an audit, he/she shall divide the tasks, to define auditors, experts, subcontractors (if any) and the duration of the audit. The audit phases are as below:
- Opening meeting
  - Specifying the type of the product

- Performing measurements and tests
  - Control of the product according to the essential health and safety requirements of this Directive
  - Preparation of Audit Report (including Findings)
  - Preparation of Nonconformity Report (if any)
  - Closing meeting
- c) Following the completion of the audit, a report detailing the findings is provided. Subject to the closure of any nonconformities or findings (if any), the audit and technical records for reviewing are shared with the Standard Manager.
- d) In case of nonconformities, the client shall be informed at the end of the inspection. The manufacturer shall notify **ATC INTERNATIONAL**, regarding the taken corrective actions within 3 months after receiving of the Nonconformity Reports.
- e) The records from the type examination audit shall be resumed in the reports, which covers all questions during the audit, contents all findings, notes and nonconformities, if any. The Reports for audit shall be prepared in 2 copies, one of which shall be send to the decision maker, the other copy shall be send to the client not later than 5 days after conduction of the audit.
- f) When the client has not completed the discussed deadlines for taking corrective action or / if the auditor/technical expert evaluates the audit as not effective, the auditor/technical expert shall make proposal for temporary suspension of the certification process.

#### For Voluntary Certification;

- a) After lead auditor and technical experts had been charged to the audit, the Lead Auditor shall make Audit Plan for an audit, he/she shall divide the tasks, to define auditors, experts, subcontractors (if any) and the duration of the audit. The audit phases are as below:
- Opening meeting
  - Specifying the scope
  - Sampling (for BS 4449 and EN 10080 standards)
  - The Production Control Audit
  - Preparation of Audit Report (including Findings)
  - Preparation of Nonconformity Report (if any)
  - Closing meeting
- b) The audit of the product and production control system includes at least the following documents:
- Input control of materials,
  - Management of the production processes and intermediate control,
  - Control of the ready product,
  - Results from the control,
  - Metrological assurance of the technical measurements,
  - Internal transport, storage, identification and marking of the materials and end products,
  - Frequency of taking and testing of samples from the manufacturing,
  - The laboratory, where the testing of the product has been performed,
  - Management of nonconformity product,
  - Reclamations and research the client satisfaction,
  - Corrective and preventive actions,
  - Management of documents,
  - Training and qualification of the personnel,
  - Internal audits and management review.
- c) During the implementation of BS 4449, EN 10080; **ATC INTERNATIONAL** is responsible for the specification of the type of the product on the basis of the testing of the type (including selection of a sample).
- d) The responsibility for taking samples for initial specification of the type (for BS 4449 and EN 10080) belongs to **ATC INTERNATIONAL**.
- e) Taking a sample is done by a representative of **ATC INTERNATIONAL** in the presence of the manufacturer or his authorized representative and is documented in an appropriate way. The selection of samples for testing and the testing itself are based on rules given in the respective technical specification. The test samples are marked by the representative of ATC INTERNATIONAL in order to guarantee the originality of the tested samples. A protocol is drafted taking samples Sampling Form.
- f) The responsibility of the client is the testing of samples regarding characteristics in the accredited or government laboratories after **ATC INTERNATIONAL** had taken samples. If the client has own laboratory for performing related tests,

**ATC INTERNATIONAL** performs the audit in the laboratory in accordance with the requirements of EN ISO/IEC 17025 standard.

- c) Following the completion of the audit, a report detailing the findings is provided.
- d) In case of nonconformities, the client shall be informed at the end of the audit. The manufacturer shall notify **ATC INTERNATIONAL**, regarding the taken corrective actions within 3 months after receiving of the Nonconformity Reports.
- e) The records from the initial audit of the Production Control shall be resumed in a Report, which covers all questions during the audit, contents all findings, notes and nonconformities, if any. The Checklist and Audit Report Form shall be prepared in 2 copies, one of which shall be send to the Scheme Manager, the other copy shall be send to the client not later than 5 days after conduction of the inspection.
- f) Subject to the closure of any nonconformities or findings (if any), the audit and technical records for reviewing are shared with the Scheme Manager.

## 8. Certification

- a) On completion of the on-site assessment the lead auditor reports back to **ATC INTERNATIONAL**. The Standard/Scheme Manager of **ATC INTERNATIONAL** shall review the report and supporting information, including the recommendations made by the lead auditor, corrective actions (if any) and decide whether to grant certification.
- b) For CPR; if the results of the conducted product and the Factory production control audit are positive and when the results from the definition of the product type meet the requirements of the standard, shall be issued Certificate of constancy of performance acc. to System 1 or 1+ or Certificate of conformity of the factory production control acc. System 2+ and the client will be informed about it. The validity of the certificate is specified on the certificate.
- c) For Machinery; if the results of the conducted product inspection are positive and when the results from the definition of the product type meet the requirements of the standards and Directive, shall be issued EC Type Examination Certificate and the Applicant will be informed about it. The validity of the certificate is specified on the certificate as 5 (five) years. When the validity of the certificate was completed, the process of initial assessment is executed.
- d) For Voluntary Certification; if the results of the conducted product and the production control audit are positive and when the results from the definition of the product type meet the requirements of the standard/specification, shall be issued Certificate of conformity and the client will be informed about it. The validity of the certificate is specified on the certificate.
- e) Certification shall only remain valid on the basis of continued conformity by the registered client. For any non-conformity or other situation that may lead to suspension the lead auditor shall report to **ATC INTERNATIONAL** and the suspension process shall take effect as defined within these rules.

## 9. Surveillance

- a) After the issue of the certificate of registration, surveillance visits shall be carried out at the client's premises. If substantial areas of concern are identified, then extra visits may be scheduled at the discretion of Standard/Scheme Manager. The client agrees to meet the extra costs relating to such additional surveillance. Surveillance audits shall generally be conducted at least once a year. For CPR and Voluntary Certification, the surveillance frequency may be changed in accordance with the related harmonised standards. The date of the surveillance audit following initial certification or previous surveillance shall not be more than 12 months from the last day of the initial audit.
- b) The same step of initial audit is executed for continuous surveillance. The usage of the mark and logo of **ATC INTERNATIONAL** and CE marking is checked. Certificate is reissued after the reviewing process were completed.
- c) The certificate holder shall allow **ATC INTERNATIONAL** the right of access for the purposes of maintenance of certification.
- d) For Machinery; **ATC INTERNATIONAL** doesn't perform the surveillances for type examination.

## 10. Sampling and Audit Tests

For CPR on AVCP System 1+;

- a) During surveillance audits or during other time a sampler of the company chooses samples for testing from the current production, from the warehouse or from the manufacturing site at his discretion. Taking of samples is documented and every sample is marked in an appropriate way by sampler.
- b) If other is not mentioned in the technical specification three samples are taken or one united which is divided into three parts. The first one is tested in a laboratory of the client, the second one is tested by subcontracted laboratory of **ATC INTERNATIONAL** and the third is stored as a control one under appropriate conditions by the client for testing in case of dispute between the two parties or under unforeseen damages, losses or contamination in some of the other two samples till the issue of the certificate. The testing of the sample is performed according to the requirements in the corresponding technical specifications.
- c) The samples are tested in the own laboratory of the client, in a laboratory with which the company has a concluded contract as a subcontractor or a laboratory according to Art. 46 of Regulation 305/2011.

## 11. Use & Mis-Use of Certificates, Logos & Certification

Once a Certificate has been issued, then the client has the right to publish the fact and to apply the logo on their stationery and promotional material.

The marks and logos can only be used as specified with Use of Marks and Logos Instruction of **ATC INTERNATIONAL**. Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no certification document is used in a manner that would mislead clients or registered companies or the public in general.
- c) Upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc, and return the certificate to **ATC INTERNATIONAL**.
- d) Should a scope of registration be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **ATC INTERNATIONAL**, prior to any updated certificate being issued.
- e) That nothing is implied or an impression is given that certification activities are outside of the scope of certification.
- f) Not to use certification in any way as to bring into disrepute the credibility of **ATC INTERNATIONAL** or of Accredited Certification or of Notification that could affect public trust and confidence.

## 12. Suspension, Scope Extension, Scope Reduction & Withdrawal

Following a successful assessment and subsequent Certification of a Client's System to the relevant Harmonised Standard and Legislation. Some of the following activities may apply as follows:

### a) Suspension

- i. As a result of continued misuse of a certificate or logo.
- ii. Failure to implement corrective action within the specified time scale because of concern identified at Assessment, Surveillance or Short Notice visits.
- iii. Any other breach of the **ATC INTERNATIONAL** quotation and/or Rules of Registration.
- iv. When a major non-conformity which effect the production control system or product, is raised during any visit, after the original evaluation.
- v. Failure to notify **ATC INTERNATIONAL** of significant changes in the products covered by the certificate and in the product technical file.
- vi. Under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.

- vii. Standard/Scheme Manager/ Technical Regulatory Manager of **ATC INTERNATIONAL** shall write to the registered client outlining the suspension conditions and how the suspension can be lifted.

## **b) Scope Extension**

For all extensions to scope the registered client has to make a request to **ATC INTERNATIONAL** in writing. The request shall be reviewed and a new proposal/contract sent out. Upon acceptance **ATC INTERNATIONAL** shall decide the action required to verify and validate the scope extension.

## **c) Scope Reduction**

Reductions to scope could be a result of a surveillance, which shall be confirmed within the assessment report. Should a reduction in scope be recommended by a **ATC INTERNATIONAL** Lead Auditor at a surveillance visit this has to be noted in the report and Standard/Scheme Manager/Technical Regulatory Manager informed.

## **d) Withdrawal**

Such withdrawals could be as a result of:

- i. Failure to respond to requests/time scales made by **ATC INTERNATIONAL** after suspension of Certification.
- ii. Failure of a client to settle an account with **ATC INTERNATIONAL** within 1 month of formal notification of a failure to settle an account.
- iii. Voluntary withdrawal, in such a case **ATC INTERNATIONAL** require this in writing.
- iv. The certificate of registration shall be returned to **ATC INTERNATIONAL** when **ATC INTERNATIONAL** has informed the client that withdrawal has been complete. No copies of certificates shall be used or logos displayed after withdrawal has taken place.
- v. If any suspension or withdrawal of the issued certificate, **ATC INTERNATIONAL** informs the related ministry for CPR and Machinery, the announced parties and the bodies for market surveillance.

## **13. Appeals**

If the client is not in agreement with the Auditor's recommendation after an Assessment, Surveillance then they are at liberty to lodge an appeal with the Standard/Scheme Manager/Technical Regulatory Manager, COO and CEO of **ATC INTERNATIONAL**. The Client shall support his reasons by objective evidence.

All appeals will be heard by a Sub-Committee of the **ATC INTERNATIONAL** Impartiality Committee. The Sub-Committee may hear evidence from the client's representative and the Auditor. The decision of the Sub-Committee is final and binding on both the Client and **ATC INTERNATIONAL**. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

In case of any appeal, information related to handling of appeals can be found at (<https://atcintlgroup.com>)

## **14. Complaints**

### **a) General Requirements**

All clients are required to maintain a log of all customer complaints raised against them. This log must be available for review during all Assessment and Surveillance Visits. This log shall also be available to **ATC INTERNATIONAL** Staff upon request.

### **b) Complaints from Clients Regarding Auditors**

If a client has a complaint about the conduct of any **ATC INTERNATIONAL** Auditor then this should be sent in writing to the **ATC INTERNATIONAL** Standard/Scheme Manager/Technical Regulatory Manager, COO or CEO. If the complaint involves the Standard/Scheme Manager/Technical Regulatory Manager or Decision maker then the complaint is to be addressed to the Chairman of the Impartiality Committee of **ATC INTERNATIONAL**.

## c) Complaints from Users of Clients Products & Services

For complaints received from users of clients products and/or services shall be lodged and then acknowledged to the complainant. Follow-up shall then be taken with the registered company in question.

## d) Serious incidents and breach of legal requirements

The client must inform, without delay, **ATC INTERNATIONAL** of any occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

In the event that **ATC INTERNATIONAL** becomes aware of a nonconformance relating to the client being in breach of a relevant regulatory requirement, it shall notify the client without delay.

In such circumstances, **ATC INTERNATIONAL** may deem it necessary to conduct a special audit focussing on the incident or breach and to determine that the management system has not been compromised.

In case of any Complaint, information related to handling of complaints can be found at (<https://atcintlgroup.com>)

## 15. Witnessed Visits

As part of the on-going surveillance of **ATC INTERNATIONAL**, the client agrees to allow representatives from accreditation bodies (e.g. SLAB, UKAS, IAS, TURKAK)/ related ministries the right to witness **ATC INTERNATIONAL** conducting their audit duties. The fact that a Body representative attends an audit will not affect the audit. Also, from time to time **ATC INTERNATIONAL** may have to have trainee auditors, observers or internal audits on an assessment team.

## 16. Short Notice Audits

For clients that have been suspended or where **ATC INTERNATIONAL** has received complaints then a short notice audit maybe required for follow-up and verification/validation of the implementation of corrective and preventive measures. In such cases the client agrees to co-operate with **ATC INTERNATIONAL** audit team members and allow the required access.

For CPR and Voluntary Certification; short notice audits may take place for the following reasons:

a) External factors apply such as:

- available post-market surveillance data known to **ATC INTERNATIONAL** on the subject devices indicate a possible significant deficiency in the quality management system.
- significant safety related information becoming known to **ATC INTERNATIONAL**.
- significant changes occur which have been submitted as required by the regulations or become known to **ATC INTERNATIONAL** and which could affect the decision on the client's state of compliance with the regulatory requirements.

b) The following are examples of such changes which could be significant and relevant to **ATC INTERNATIONAL** when considering that a special audit is required, although none of these changes should automatically trigger a special audit:

i) QMS – impact and changes:

- new ownership
- extension to manufacturing and/or design control
- new facility, site change
- modification of the site operation involved in the manufacturing activity
- new processes, process changes



- significant modifications to special processes
- Quality management, personnel
- modifications to the defined authority of the management representative that impact factory production control system effectiveness or regulatory compliance.

ii) Product related changes:

- new products, categories
- addition of a new product category to the manufacturing scope within the factory production control system.

lii) QMS & Product related changes:

- Changes in standards, regulations.
- Post market surveillance, vigilance

c) An unannounced or short-notice audit may also be necessary if **ATC INTERNATIONAL** has justifiable concerns about implementation of corrective actions or compliance with standard and regulatory requirements.

## 17. Terms of Payment

Payment shall be made in accordance with the individual invoice and the proposal/contract document.

## 18. Indemnification

In respect of any claim, loss, damage or expense however arising, **ATC INTERNATIONAL's** liability to the client shall in no circumstances exceed the amount of **ATC INTERNATIONAL's** fees paid by the client. Under no circumstance shall **ATC INTERNATIONAL** be liable for any consequential loss.

## 19. Impartiality

**ATC INTERNATIONAL** auditors, personnel, technical experts includes external auditors/technical experts sign the impartiality declarations before the appointment as auditor/technical expert.

### **ATC INTERNATIONAL NOT:**

- Provide management system consultancy which includes: preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a quality management system, environmental management systems and food safety management system.
- Allocate auditor(s) for a client in where provided internal audit, hazard analysis, FSMS or other related management system consultancy on the management system, within two years following the end of the consultancy.
- Certify a quality management system, environmental management systems, food safety management system, production control system on which it provides any consultancy. Offer certification when relationships that threaten impartiality cannot be eliminated or minimized.
- Certify another certification body for management systems.
- Certify a client when a relationship with a management system and production control system's consultancy poses an unacceptable threat to impartiality. Provide an internal audit service to any certified clients.
- Outsource any audits to a management consultancy company involved in management systems as described with the scope of these scheme rules.

- g) Have within any marketing materials any linkage to management system, production control system consultancy.
- h) The designer, manufacturer, supplier, installer, purchaser, owner, user, maintainer or authorized representative of these parts of the materials to be inspected/tested and/or subject to product conformity assessment.
- i) Pay commission to personnel (even if external auditor/expert) as depending to number of audits, decisions for certification.

For any threats to impartiality that are discovered or reported, then the impartiality committee shall be informed and responses shall be made and communicated.

## 20. Intellectual Property

The ownership of all issued audit reports remains the property of **ATC INTERNATIONAL**.

## 21. Organisational & Management System Changes

Should there be any significant changes with the client organisation such as change of address, ownership, scope or management rep. then **ATC INTERNATIONAL** should be informed. Such changes will be reviewed and may require follow-up at the next scheduled surveillance visit.

## 22. Amendments to Scheme Rules

- a) **ATC INTERNATIONAL** reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and clients informed.
- b) Client should record the Scheme Rules as an "external document" within their management system for document control.

## 23. Use of Certification Marks

Only **ATC INTERNATIONAL** certificated clients are authorised to use the certification marks, whilst registration/certification is active, under the following conditions:

- a) Holders of certificates issued by **ATC INTERNATIONAL** may use the appropriate logo in accordance with the requirements of these scheme rules on stationery and publicity material or other items relevant to the certificate of registration.
- b) That the registration/certification number as shown on the certificate of registration is displayed underneath the outside of the outer box, in the centre.
- c) Embossed, relief, or die-stamped versions may be used. The marks may also be produced as water marks as long as clarity is maintained. Electronic reproduction of the marks is permitted provided that the organisation's certificate number is shown for traceability and verification purposes and that the logo only relates to information on the certificate of registration.
- d) Reversed image versions of the accreditation marks are allowed. When the marks are printed on an advertising or stationery the marks shall be no less than 20mm in height, however, regardless of the minimum height restriction all logos shall be legible.
- e) The marks must always be shown next to the **ATC INTERNATIONAL** logo. The accreditation body logos are not permitted to be displayed on their own without the **ATC INTERNATIONAL** logo both inside the outer box.
- f) The logo is not permitted to be used on any product as this could be misleading and give the impression that the product has been approved under a product certification scheme.
- g) The accreditation body marks shall not be used on vehicles and flags. If additional certificates are required then the client should request this in writing from **ATC INTERNATIONAL**.
- h) Should certification be withdrawn or cancelled then the original certificate(s) must be returned to **ATC INTERNATIONAL**. From the date of cancellation, no web sites can display the logo nor stationery be issued displaying

the logo which could mislead clients and potential clients regarding the registration status. In cases of scope reduction or increase the certificate(s) shall be returned to **ATC INTERNATIONAL** for re-issue.

- i) At all times certificate(s) remain the property to **ATC INTERNATIONAL Ltd.** and can be recalled upon request.
- j) The certification marks shall not be used on laboratory test reports, calibration certificates and inspection reports.

## **24. Privacy Notice**

We take the privacy and the protection of personal information seriously. Our Privacy Notice sets our details about we gather, use and share personal information and about individual privacy rights. How we use personal information depends upon the context in which it is made available to us. Our Privacy Notice is available from our website: <https://atcintlgroup.com>

## **25 Arbitration and Disputes**

Any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be settled amicably. If no agreement is reached, the matter will then be referred to an arbitrator nominated by both parties.

## **26 Applicable Law and Jurisdiction**

This Agreement and any dispute, controversy, proceedings or claim between the parties relating to this Agreement shall be governed by, and construed in accordance with, the laws of England and Wales.

## **27. ATC INTERNATIONAL Policies**

**ATC INTERNATIONAL** follows policies as stated on the website (<https://atcintlgroup.com>)

## **28. ATC INTERNATIONAL Anti-bribery and Corruptions**

**ATC INTERNATIONAL** follows policies as stated on the website (<https://atcintlgroup.com>)