



STAREGISTER Management Systems Certification Regulation

1. These Regulations relate to certification by STAREGISTER International Inc. (STAREGISTER) and any authorized representatives:

2. For the purpose of these Regulations:

"Annual Fee"

Is the fee payable to STAREGISTER to cover the routine annual maintenance audits.

"Appeals Committee"

The Appeals Committee is part of the Independent Certification Board, established for the purpose of hearing appeals. It is an accreditation requirement that any appeals are dealt with impartially. The panel appointed in respect of each appeal shall consist of a Chairman and at least two members, none of whom shall have any direct interest in the subject of the appeal.

"Applicant"

Is an individual, body corporate or body incorporate which has applied but has not yet been granted a Certificate

"Assessment Fee"

Is the fee payable to STAREGISTER for undertaking the assessment audit. Other costs such as travel, hotels etc may also apply

"Certificate"

This is a Certificate recognizing that the management system has been assessed by STAREGISTER in accordance with these Regulations

"Certification Manager"

Is the qualified independent person who is employed by STAREGISTER to make review audit reports and take certification decisions.

"Stage 1 audit (includes document review) Fee"

Is the fee payable to STAREGISTER to cover the cost of a stage 1 audit including a document review. This could be on site or off site and other costs such as travel, hotels may apply.

"IAS"

Is the International Accreditation Service, Inc.. The IAS is a U.S. accreditation body for management systems. IAS accredits certification bodies (CBs) for ISO 9001 quality management systems (QMS), ISO 14001 environmental management systems (EMS), as well as a number of industry-specific management systems such as ISO 22000 (for food industry).

"EC"

Is an independent Executive Council (EC) established to oversee the operations of STAREGISTER. The members of the EC represent various business, academic and commercial sectors and are absent any personal/financial interest in STAREGISTER. The members are unpaid volunteers not directly involved in the day to day running of STAREGISTER. (EC = Executive Council = Impartiality committee)

"ISO/IEC 17021"

Conformity assessment – Requirements for bodies providing audit and certification of management systems

"Guidance Notes"

Are documents developed by industry, procurement and associated interests, with or without the participation of STAREGISTER which particularizes the requirements of a standard such as ISO 9000 in relation to a particular sector of industry

"HACCP"

Means Hazard Analysis Critical Control Point

"ISO 9001"

Is the standard for assessment of quality management systems and/or sub scopes (E.g.: IOC/T.33/2-4, IOC/T.33-2/4, IOC/T.33-1/4, IOC/T.33-1/2-2, OIC/SMIIC 1, AGRO 1 ELOT 1431-1, ELOT 1431-2, ELOT 1431-3, ISO 29990, IPC SC-11-002-1, ELOT 1435, ELOT 1429, SMETA/Best Practice Guidance) R.5000 Non-Governmental Organizations (NGO) Certification of Competency and ISO 10002 ,

"ISO 14001"

Is the standard for assessment of environmental management systems

"ISO 22000"

Is the standard for assessment of food safety management systems

"OHSAS 18001"

Is the standard for assessment of occupation health and safety management systems

"ISO 45001"

Is the standard for assessment of occupation health and safety management systems. Revision of OHSAS 18001.

"ISO 27001"

Is the standard for assessment of information security management systems

"ISO 50001"

Is the standard for assessment of energy management systems

"ISO 21001"

Is the standard for assessment of Educational Organizations Quality management Systems.

"ISO 37001"

Is the standard for assessment of anti-bribery management systems

"Quality System"

Is the organization, structure, responsibilities, activities, resources and events appertaining to an organization that together provide organized procedures and methods of implementation to ensure the capability of that company to meet quality requirements established in accordance with ISO 9001.

"Information Security / Food / Environmental/ Educational organization/OHSAS/ Anti-bribery/ Energy Management Systems"

Is the organization, structure, responsibilities etc. which sets out the specific practices, resources and activities of that organization relevant to achieving compliance with a particular management standard, specification or otherwise specified requirement. This may include practices/activities relevant to specific Codes of Practice or Guidance Notes

"Registered Organization"

Is the individual, body corporate or body incorporate which has been granted a Certificate

"STAREGISTER Logo"

Is the logo approved by STAREGISTER. This logo can include the accreditation body logo.



STAREGISTER International, Inc.

150 N. Michigan Ave. Suite 2800 Chicago, IL 60601 email:info@staregister.org www.staregister.org

R1000, Issue 6 December 2012.Rev 6, Jan 2020

Page 1 of 4



STAREGISTER Management Systems Certification Regulation

3. The Certification Manager, or his deputy, is the sole authority by which Certificates may be granted. The Certification Manager acts through the BoD which, for the purpose of making certification decisions under these Regulations, may from time to time delegate responsibility to other specified persons acting on behalf of the Board, whilst ensuring that impartiality is maintained.
4. An applicant who satisfies STAREGISTER that he/she is capable of compliance with these Regulations and that he/she carries out a bona-fide business, and who gives to STAREGISTER such undertakings that may be required shall, subject to the conditions of these Regulations, be entitled to a Certificate, which shall nevertheless remain the property of STAREGISTER. Certificates are valid from the date of issue for a period of one up to three years, after which they are renewed subject to the terms of these Regulations. If an organization does not intend to renew its Certificate it must notify STAREGISTER in writing of its intention not to do so at least twenty days before the Certificate expiry date or date of scheduled surveillance audit. Once certification has been withdrawn, the certificate of registration must be returned to STAREGISTER. An organization's right to use the Certificate is not transferable without the prior permission in writing of STAREGISTER.

5. A Certified organization shall:

- i. Ensure Compliance with these regulations at all times.
- ii. Use the STAREGISTER Logo in accordance with the conditions defined in the publication "**STAREGISTER Certification logo-mark Policy**" which is available on www.staregister.org. The logo may only be used by the certified organization, and must always be used in conjunction with the organization's name and address(es) stated on the certificate. The certificate number and the appropriate standard (i.e. ISO9001, ISO14001, ISO22000 etc.) must be included if the logo is to be used on correspondence, advertising, and promotional material. The logo must only be used in connection with the certified scope of registration, and must identify the services to which the certificate applies if it is used in situations where the scope of registration may be open to doubt. The logo must not be used on products or packaging or used in a misleading way. If for any reason certification is discontinued, use of the logo must cease immediately. STAREGISTER reserves the right to recoup any costs involved in investigating/resolving proven cases of misuse of logos
- iii. Maintain and document a System (where applicable) in accordance with ISO9001, ISO22000, ISO14001, OHSAS18001 etc. and make available copies of all or any part of the documented system should STAREGISTER require them to be lodged with STAREGISTER for reference purposes;
- iv. Immediately advise STAREGISTER of matters which may affect the capability of the management system to continue to fulfill the requirements of the certification standard. This may include changes relating to the legal/commercial/organizational status or ownership, organization and management, contact address and sites, scope of operations under the certified system, major changes to the management system or processes. In such cases, STAREGISTER reserves the right to review the certification contract and re-issue it to reflect any additional time required to check/ensure continued compliance with the certification standard.
- v. Discontinue any use of the STAREGISTER logo, which is unacceptable to the Certification Board and any form of statement of reference to the authority of the company to be Certified which in the opinion of the Certification Board might be misleading;
- vi. To make all necessary arrangements for the conducting of audits, including allowing "Right of Access" to STAREGISTER Audit Personnel, Accreditation Body Representatives (IAS) and Regulatory or Government bodies during normal working hours to the premises or sites in which work subject to certification is being carried out, for the purpose of examining materials, procedures, processes, methods of test, personnel, records and

systems, investigating complaints, and to make provision, when applicable, to accommodate the presence of observers, and if necessary, establishing that the procedure for the termination of the Certificate described in Regulation 5 (viii) has been carried out.

vii. Make available to the certification body, when requested, the records of all communications and action taken in relation to the requirements of the certified standard and supporting other normative documents.

viii. Nominate for the approval of the Certification Board a management representative and one or more deputies authorized to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the requirements of the Certificate and who shall, upon each visit by the representative of STAREGISTER sign a declaration if requested by the representative, to the effect that any changes in procedures and other information relevant to the conditions under which the Certificate is held, including customer complaints, have been notified to STAREGISTER. It is a STAREGISTER requirement that all certified organizations maintain a register of customer complaints and records of corrective/preventative actions taken in clearing such complaints.

ix. Upon the termination of the Certificate (however determined) forthwith discontinue the use of the STAREGISTER Logo and all advertising matter which contains the STAREGISTER Logo or any reference thereto. In addition, any other material or documents in the possession of the organization which bear reference to the Certificate shall, if the Certification Board requires, be so treated as to erase it. The certificate of registration shall be returned to STAREGISTER.

x. STAREGISTER shall be advised as soon as possible by the customer of any adverse incidents that relate to the activities within the scope of the services, particularly all incidents that have the potential for criminal or civil litigation.

xi. Complete a full round of management review within each 12 month period.

xii. Complete a full round of internal audits within each 12 month period. Clients must have an effective process for evaluating compliance against relevant legal/regulatory and other applicable requirements. This evaluation shall take place at least annually. However evaluation may have to occur more frequently in order to demonstrate ongoing compliance with the terms/conditions of a specific license.

xiii. Shall inform STAREGISTER, without delay of the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

6. STAREGISTER shall base its fees on the size, complexity of operations and geographical location of the client organization. A quote for Management System Certification examination shall be included in a contract for the client organizations agreement. Examination for certification may not proceed without agreement to the terms of the contract. The client organization shall pay:

i. A Stage 1 audit fee to cover the application, document review and site visit if applicable (may be combined with stage 2 fee).

ii. An initial assessment fee (Stage 2 audit) to cover administration costs, the cost of the audit, and issue of a certificate of registration. Once the date of assessment has been agreed a penalty charge of 50% will payable for late cancellation of the audit (5 working days).

iii. An annual certification fee to cover administration costs and the cost of routine surveillance (maintenance) audit(s). Once the date of surveillance has been agreed a penalty charge of 50% will payable for late cancellation of the audit (5 working days).

iv. Any additional costs incurred by STAREGISTER due to the certified organization's non-compliance with these regulations. Prompt payment of all fees is required as per the requirement specified in the signed contract.

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R1000, Issue 6 December 2012. Rev 6, Jan 2020



STAREGISTER Management Systems Certification Regulation

v. Non-payment of fees shall result in suspension and withdrawal of certification.

vi. STAREGISTER aims to offer a high standard of service and to be open and honest in all dealings with its clients. For this reason, if a client wishes to withdraw from their contract, no penalties will be applied and no payments will be required subject to STAREGISTER being informed at least 20 days in advance of the planned visit. Failure to advise STAREGISTER may result in a payment of 75% of the annual fee being required.

vii. By signing a contract for assessment and certification the Client is agreeing to comply with STAREGISTER Certification Regulations and to accept all terms and conditions listed therein. Once the quote has been signed it becomes legally enforceable agreement covering all sites within the scope of certification.

7. STAREGISTER shall:

i. Send an auditor or audit team to the client organization as per the agreed contract and audit program. Visits are undertaken at a minimum of once per year but may be twice per year depending on size and complexity of the organization. Multi-site organizations will be audited as per the STAREGISTER audit plan. Audits are to enable STAREGISTER to ensure that certification requirements continue to be met.

ii. The Certification cycle for MS certification is 3 years; the first three-year certification cycle begin with the certification decision and subsequent cycles begin with the recertification decision. The first surveillance audit following initial certification shall not be more than 12 months from the certification decision date. After 12 months the certificate is suspended for mostly 3 months. After 3 months the certification cycle begin from initial audit. The process is the same for surveillance audits.

iii. First year at the Initial Audit Audit 1st Stage and 2nd Stage Audits are implemented. At 1st Stage the documentation and at the 2nd Stage the implementation of the Management System are audited. The findings of the performed Audit is to be closed within 30 days. This time may be lengthened to 90 days with the decision of Lead Auditor/ Auditor and the Certification Officer. The second stage and the certification decision shall not be performed before the closures of the findings. One month before the organization's surveillance certification the organization is informed about the surveillance audit. Due to the confirmed date the Audit Program is sent and confirmed by the organization. At the surveillance audit 2nd Stage Audit is performed. At the end of 3 year cycle, for recertification extended 2nd Stage Audits are implemented.

iv. For re-certification: Following expiration of certification, STAREGISTER can restore certification within 6 months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 shall be conducted. The effective date on the certificate is on or after the recertification decision and the expiry date is based on prior certification cycle.

v. Notify the registered organization of any changes in applicable Guidance Note or certification standards, and allow the organization sufficient time to adjust its processes and procedures to meet the revised requirements. STAREGISTER shall verify that the new requirements are complied with.

vi. Maintain a register of certified clients which shall be available to the public. The register shall contain client registration details and the scopes of certification. No information which is of a confidential nature, other than information which is in the public domain, shall be disclosed.

vii. Notify the registered organization of customer complaints relating to the compliance of their registered product (s), process or services with the order requirement.

viii. In response to an application for expanding the scope of a certification already granted, undertake a review of the application and

determine any audit activities necessary to decide whether or not the extension may be granted. This may be conducted in conjunction with a surveillance audit.

ix. conduct audits of certified clients at short notice or unannounced to investigate complaints, or in response to changes, or as follow up on suspended clients.

8. If a registered organization is temporarily unable to comply with the requirements of these Regulations, the Certification Board may require discontinuation of the STAREGISTER Logo, and/or any claim to be a registered company, with immediate effect until they are satisfied that the conditions of certification are again achieved, or pending the result of any appeal under clause 11 of this Regulation.

9. If a registered organization fails to comply with these regulations, STAREGISTER may, subject to the provisions in clause 11 of this Regulation, suspend certification, revoke the certificate or reduce its scope, refuse to grant or renew the certificate or extend its scope. Such decisions, and the grounds for them, shall be communicated by STAREGISTER in writing.

10. STAREGISTER may, at its discretion, and subject to the provisions in clause 11 of this Regulation, revoke or refuse to grant or renew a Certificate if the registered organization becomes subject to e bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction), or has a Receiver of its business appointed, or is convicted of an offence tending to discredit the registered organization's reputation and good faith as a trader. Such decisions, and the grounds for them, shall be communicated to the registered organization in writing.

11. Information on incidents such as a serious accident, or a serious breach of regulation necessitating the involvement of the competent regulatory authority, provided by the certified client or directly gathered by the audit team during the special audit shall provide grounds for the Certification Body to decide on the actions to be taken, including a suspension or withdrawal of the certification, in cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements.

12. In the event of a registered organization or applicant wishing to appeal against any decision of the Certification Board under these Regulations, it shall, within 14 calendar days after having been officially informed of such a decision, give notice in writing to the Certification Board of its desire to appeal against that decision. A meeting of an Appeals Committee constituted in accordance with the Regulations shall be held within 30 calendar days of receipt of such and the appellant shall be given at least 7 calendar days notice of the time and place of such a meeting. The appellant shall be informed of the constitution of the Appeals Committee and be advised of their right to state objections to the constitution of the Committee. Such objections shall be considered by the Certification Manager of STAREGISTER for a decision to be made on whether to change the constitution of the Appeals Committee. The decision of the Certification Manager shall remain in force pending any meeting of the Appeals Committee. At such a meeting both the appellant and the Certification Manager shall be entitled to be heard in confidence. The decision of the majority of the Appeals Committee as declared by its Chairman shall be final.

13. These regulations may from time to time be altered by STAREGISTER. No such alterations shall affect the right of any registered organization to use the STAREGISTER Logo or claim to be registered under these Regulations unless or until it shall have been given notice in writing of such alterations by the CEO who will notify the registered organization 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.

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R1000, Issue 6 December 2012.Rev 6, Jan 2020



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14. All potential clients have access to the services of STAREGISTER. No undue financial or other conditions are imposed, and services are available in a non-discriminatory manner. A register of Certified Organizations is maintained and a certificate validation system is available on the STAREGISTER website

15. Any notice under these Regulations shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by prepaid recorded delivery or registered post, in the case of STAREGISTER or the registered organization, at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served 48 hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this Regulation.

16. Although it is an unusual event, clients may wish to lodge a complaint about the standard of service or against an auditor or employee of STAREGISTER. A formal complaints procedure is included in STAREGISTER's Quality Manual and is available on request from STAREGISTER. However, it would be appreciated if clients could first provide full details in writing so that an initial investigation can be undertaken.

17. In the event of dissatisfaction with a STAREGISTER auditor a client has the right to request a change and appeal the selection but must do so in writing explaining the reasons for the appeal. STAREGISTER will not change the auditor selection without substantiated evidence of improper activity or contract violations.

Please contact STAREGISTER if you have any questions or queries regarding these Certification Regulations.

info@staregister.org, www.staregister.org