



## General Terms of Recognition and Collaboration with Test Laboratories and Inspection Agencies

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### 1 General information

- (1) The terms stipulated herein govern the commissioning of and collaboration with test laboratories and inspection agencies in the context of certification procedures.
- (2) These terms apply in particular to contracts (especially those involving work and services) that DIN CERTCO enters into with said laboratories and agencies in order to fulfill the certification agreements it reaches with manufacturers and providers of products and services (referred to hereafter as "certification clients").
- (3) The validity of the terms stipulated herein will be made binding as part of the recognition process. Any other terms of business stipulated by test laboratories and inspection agencies are hereby expressly denied. Such terms will not be considered contractually binding even if they are not expressly denied by DIN CERTCO. Unless otherwise agreed upon, the general conditions stipulated upon the commissioning of test laboratories or inspection agencies (or those specified in the most recent agreement these entities received in writing, including by e-mail) will apply to future individual contracts of the same type without requiring DIN CERTCO to cite said conditions in each individual case.
- (4) Any individual conditions agreed upon with laboratories or agencies in specific instances (including supplementary agreements, additions, and modifications) should always be given priority over the aforementioned terms. Provided there is no evidence to the contrary, a written contract or confirmation from DIN CERTCO shall serve as the definitive reference for the subject matter of such conditions.
- (5) Any legally relevant declarations or records (regarding deadlines, reminders, or letters of resignation, for example) to be submitted to DIN CERTCO by test laboratories or inspection agencies following the conclusion of a given contract shall only be valid in writing.

### 2 Recognition as a test laboratory or inspection agency

- (1) Test laboratories and inspection agencies must possess technical expertise in the manufacturing of specific products and experience in the field in which they are recognized, as well as skills related to the performance of audits. Knowledge of specific norms, documents relevant to certification, and the certification process itself is also essential.
- (2) As part of the commissioning process with DIN CERTCO, test laboratories and inspection agencies must provide documentation of the qualification(s) required for their assignments. This documentation also serves as the basis for their recognition. To be recognized as qualified entities, test laboratories and inspection agencies must also possess the necessary technical equipment and meet the technical competency criteria specified by DIN EN ISO/IEC 17025 and 17020.
- (3) The laboratory/agency in question shall ensure that the employees it assigns to carry out a given inspection have been informed of the relevant procedures and test specifications, have sufficient experience in performing inspections/audits, and are up to speed on the latest insights in the inspection area at hand. The laboratory/agency shall also provide suitable documentation of these requirements on a regular basis.

- (4) Test laboratories and inspection agencies shall inform DIN CERTCO should circumstances related to their recognition as qualified entities change during the recognition process or the period during which they are recognized. This also applies to business-related circumstances that could affect independence and neutrality within the meaning of section 5 below, particularly with regard to any changes in ownership, corporate relationships, and/or the resources with which said laboratories and agencies operate.
- (5) DIN CERTCO is entitled to carry out audits on the premises of test laboratories and inspection agencies in order to monitor compliance with the recognition criteria described under items (2) and (3) above. In cases involving laboratories and agencies that appraise production locations, a witness auditor can be assigned to oversee the auditors/inspectors in question upon request. Auditors may be employees of DIN CERTCO or experts commissioned by DIN CERTCO. The test laboratory/inspection agency in question is hereby obligated to provide DIN CERTCO auditors with access to the premises on which tests/inspections are to be conducted and any further support required to do so. The laboratory/agency will be provided with advance notice of the auditors who have been assigned. The laboratory/agency will also have the opportunity to reject DIN CERTCO's auditors due to important reason on one occasion.
- (6) DIN CERTCO reserves the right to stipulate further requirements for recognition, such as the possession of valid professional liability insurance, regular involvement in inspections and monitoring, participation in round-robin testing and professional discussion groups, and documentation of independence and neutrality within the meaning of section 5 below.
- (7) DIN CERTCO will provide the test laboratory or inspection agency with a certificate or recognition letter that lists the qualifications for which it is recognized.
- (8) Test laboratories and inspection agencies hereby agree to be entered into and published in a registry maintained by DIN CERTCO.
- (9) During the time in which they are recognized, test laboratories and inspection agencies are required to submit appropriate documentation to DIN CERTCO regarding their current level of knowledge and professional appraisal experience on a regular basis. To this end, laboratories and agencies must provide DIN CERTCO with corresponding written documentation (pertaining to newly published work or additional professional training completed by their employees, for example). Test laboratories and inspection agencies are also responsible for staying abreast of the procedures and test specifications currently required in the fields in which they are recognized. In particular, this can be documented through regular employee participation in related discussion groups.
- (10) DIN CERTCO reserves the right to conduct any and all quality control measures necessary to ensure that test laboratories and inspection agencies continue to fulfill its recognition requirements.
- (11) The fees collected in recognizing and monitoring test laboratories and inspection agencies are based on the corresponding schedule of fees.

### 3 Commissioning test laboratories and inspection agencies

- (1) As part of its certification process, DIN CERTCO commissions test laboratories and inspection agencies to conduct appraisals (including the creation of reports involved in certification and conformity assessment procedures) based on its own individual contracts or contracts involving DIN CERTCO clients. These reports (along with other documents, if applicable) will be evaluated by DIN CERTCO or a third party commissioned by DIN CERTCO and cited by DIN CERTCO for certification purposes.
- (2) A qualified laboratory or agency's recognition as such by DIN CERTCO shall not entitle it to a specific assignment or a specific number of assignments.
- (3) The independence and neutrality obligations described under section 5 notwithstanding, test laboratories and inspection agencies are free to accept or decline each assignment offered by DIN CERTCO. To ensure the timely progression of the certification process, test laboratories and inspection agencies are hereby obligated to notify DIN CERTCO immediately of any limitations in their availability when accepting an assignment. The same obligation applies to any difficulties or ambiguities encountered in carrying out an assignment.
- (4) Laboratories and agencies are also obligated to notify DIN CERTCO immediately of any periods in which they will not be available for longer than two months.
- (5) Test laboratories and inspection agencies are not authorized to present themselves as representatives of DIN CERTCO to any third party; in particular, this includes engaging in negotiations and offering statements of intent to the advantage or disadvantage of DIN CERTCO.

### 4 Performance

- (1) Test laboratories and inspection agencies are to perform their duties with the greatest possible conscientiousness and care based on the latest technology available at the respective point in time.
- (2) As a rule, laboratories and agencies are to render their services themselves – that is, using their own employees and operating resources. Each individual instance in which a laboratory or agency wishes to subcontract work to a third party (which must fulfill the requirements stipulated under section 1 above) requires the prior written consent of DIN CERTCO. The recognized test laboratory or inspection agency in question will bear responsibility for any and all breaches of contract committed by its subcontractor.
- (3) Test laboratories and inspection agencies are to compile a comprehensive test or inspection report based on the applicable legal and technical specifications at hand. In cases of doubt with regard to the form or content of these reports, laboratories and agencies are to consult DIN CERTCO.
- (4) Test laboratories and inspection agencies are hereby obligated to make arrangements with the respective certification clients regarding the storage or disposal of the test samples they receive.

- (5) Test laboratories and inspection agencies are hereby obligated to conduct regular reviews of their services as part of their quality control responsibilities. Should they discover any errors, these entities are to inform DIN CERTCO immediately (within three working days at the latest).
- (6) Following appropriate consultation to determine that these practices are suitable in the individual case in question (and compatible with the requirements described under section 5 below), test laboratories and inspection agencies are to take the general process descriptions at hand into account, along with any instructions, methods, and practices specified by DIN CERTCO.
- (7) As a rule, test laboratories and inspection agencies are to render their services at their headquarters or other recognized locations.

## 5 Independence and neutrality

- (1) Test laboratories and inspection agencies are to perform their work independently and preserve their neutrality by avoiding any form of financial dependency, particularly that which can arise based on regular assignments from third parties.
- (2) In the context at hand, this means that test laboratories and inspection agencies must ensure that they remain independent from the certification client in question in both financial and organizational terms.
- (3) These laboratories and agencies are thus hereby obligated to refrain from rendering any services beyond their assigned certification duties for a given certification client.
- (4) A test laboratory or inspection agency must abstain from a given assignment if:
- It was involved in the development of the product or service to be certified or advised the certification client during said development in any way, or;
  - It is engaged by the certification client in any manner of advisory or business-related role at the time it is to be commissioned.
- (5) In particular, the laboratory or agency at hand is not permitted to carry out appraisals based on DIN CERTCO documents for which no certification application has been submitted to DIN CERTCO.

## 6 Obligation to cooperate

DIN CERTCO shall inform test laboratories and inspection agencies of any changes in the procedures, testing regulations, and certification programs at hand in a timely fashion, along with the point in time at which they will take effect. DIN CERTCO shall not be required to fulfill any other obligations to cooperate.

## 7 Confidentiality

- (1) Within the meaning of these terms, confidential information includes any and all information, documents, images, drafts, knowledge, data, samples, and project documents belonging to DIN CERTCO or the certification client in question that are issued, transferred, or otherwise made known to a given test laboratory or inspection agency over the course of an assignment or individual contract with DIN CERTCO. This also includes both written copies and other text formats (such as e-mail) of the materials listed above.
- (2) Any and all confidential information that is transferred or otherwise made accessible to test laboratories or inspection agencies by DIN CERTCO in accordance with this agreement may only be used by said laboratories or agencies to carry out their respective DIN CERTCO assignments. In addition, laboratories and agencies may not duplicate, distribute, or publish any confidential information or make it accessible in any form to any third party.

- (3) Test laboratories and inspection agencies may only make confidential information belonging to DIN CERTCO or the certification client in question accessible to employees who require it in order to perform agreed-upon tasks for DIN CERTCO. Test laboratories and inspection agencies shall require such employees to observe the obligations of confidentiality described herein.
- (4) In cases in which a laboratory or agency has received approval to assign work to a third-party subcontractor (see section 4, item (2)), the laboratory or agency hereby guarantees that it will continue to fulfill its confidentiality obligations to DIN CERTCO and the certification client in question.
- (5) The obligations described under (2) above do not apply to any information that the test laboratory or inspection agency at hand can prove was:
- a) Already public knowledge at the time it was revealed or made public without violating these terms, or;
  - b) Received by the laboratory or agency from a third party that was authorized to provide the information to the company, or;
  - c) Already in the possession of the laboratory or agency before it was provided by DIN CERTCO, or;
  - d) Acquired by the laboratory or agency independently of the information being provided by DIN CERTCO.

- (6) Confidential information shall remain the property of DIN CERTCO or the respective client.
- (7) Whenever requested by DIN CERTCO – or at the latest at the conclusion of the assignment or individual contract in question without the need for an explicit request from DIN CERTCO – test laboratories and inspection agencies hereby consent to (i) immediately returning all confidential information (including all copies thereof) to DIN CERTCO or (ii) destroying said confidential information (including all copies thereof) when requested and providing DIN CERTCO with corresponding confirmation in writing.
- (8) The confidentiality obligations described herein shall take effect when a given test laboratory or inspection agency is commissioned by DIN CERTCO or an individual contract is signed between the laboratory or agency and DIN CERTCO.
- (9) Test laboratories and inspection agencies shall maintain the strict confidentiality of the relevant information and refrain from making use of it from the time at which a corresponding contract is signed until five years have passed since said contract's conclusion.
- (10) This agreement implies neither the explicit nor tacit abandonment or conferral of licenses or rights to patents, utility models or designs, registered concepts, copyrights, templates, or trademarks, or to applications thereof.

## 8 Liability

- (1) The company shall bear liability in accordance with the applicable legal provisions.
- (2) To the extent that the cause at hand falls within their professional and organizational purview and they are directly liable with regard to third parties, test laboratories and inspection agencies are also obligated to indemnify DIN CERTCO for damages claimed by third parties upon the first corresponding request.
- (3) Said laboratories and agencies must possess suitable insurance against the liability described herein and allow DIN CERTCO to inspect their corresponding policies if necessary.

## 9 Grievances

- (1) Should a test laboratory, inspection agency, or any third party disagree with a decision rendered by DIN CERTCO (particularly one pertaining to an appraisal), a corresponding grievance may be filed with the management board of DIN CERTCO by registered mail up to 30 days after notification of the decision in question is received.
- (2) If no settlement has been reached two months after the grievance was received, the party that filed the grievance may request that an arbitration committee be assembled within 60 days.
- (3) An arbitration committee shall comprise the following five members:
- Two members to be appointed by the party that filed the grievance
  - Two members to be appointed by the management board of DIN CERTCO
  - The chairperson of the certification committee responsible (or a member he or she assigns), or, if no certification committee has been formed, the chairperson of DIN CERTCO's steering committee
- (4) The arbitration committee shall be chaired by the certification or steering committee member in question.
- (5) The arbitration committee shall render a decision based on a simple majority within 90 days. If no mutual agreement is reached, the parties affected shall be free to pursue legal remedies.

## 10 Duration of recognition

- (1) Expert recognition shall be granted for a period of time specified on the recognition certificate in question.
- (2) Recognition may be revoked by DIN CERTCO at any time if:
- A test laboratory or inspection agency violates these terms of recognition and assignment, particularly those related to its obligations regarding ongoing professional training (see section 2, item (9)) or independence and neutrality (see section 5), or;
  - Abnormalities are repeatedly ascertained in monitoring the laboratory or agency's efforts and it fails to address them despite DIN CERTCO's admonitions.
- (3) A test laboratory or inspection agency's recognition as such shall expire at the end of the recognition period in question without the need for separate revocation or cancellation.
- (4) Any application to extend a laboratory or agency's recognition must be received in writing no later than three months prior to the end of the contract in question.
- (5) Should a laboratory or agency's recognition expire during an ongoing appraisal, the appraisal shall be completed on a mutually agreed basis.

## 11 Compliance

- (1) Through TÜV Rheinland, DIN CERTCO is a member of the UN Global Compact and subject to its principles. DIN CERTCO also expects test laboratories and inspection agencies to comply fully with the UN Global Compact's standards (for further information, please visit [www.unglobalcompact.org](http://www.unglobalcompact.org)).
- (2) Test laboratories and inspection agencies are also to observe the values and behavioral guidelines prescribed in TÜV Rheinland's code of conduct ([http://www.tuv.com/media/germany/ueber\\_uns/dokumente/Verhaltenskodex.pdf](http://www.tuv.com/media/germany/ueber_uns/dokumente/Verhaltenskodex.pdf)) within their own organizations.

## 12 Applicable law, place of jurisdiction

- (1) The terms stipulated herein and the contractual relationship between the parties at hand are subject to the laws of the Federal Republic of Germany (excluding international uniform law, particularly the United Nations Convention on Contracts for the International Sale of Goods).
- (2) The sole place of jurisdiction for any and all disputes resulting from a corresponding contractual relationship shall be Berlin, Germany. DIN CERTCO shall, however, be free to bring suit against a test laboratory or inspection agency in its own place of business or in any other suitable court of law.