

TERMS & CONDITIONS FOR CERTIFICATION (MANAGEMENT SYSTEM)

1. GENERAL

SETSCO Services Pte Ltd is an independent third-party organization that provides management system certification services in accordance with national and international standards.

SCB is accredited by the Singapore Accreditation Council (SAC) under ISO/IEC 17021-1: 2015. While SCB follows the requirements of the latest normative certification standards, its accreditation currently applies to the following:

- ISO 9001
- ISO/IEC 27001

Other standards, including those listed below, are within SCB's scope of certification that follows the requirements of ISO/IEC 17021-1:2015, but are not covered by its accreditation:

- ISO/IEC 41001
- CSA Cyber Trust
- ISO/IEC 21001
- Additional standards

2. TERMS AND DEFINITIONS

Client	Refers to either the Applicant and/or the Certified Organization
Customer	Refers to the Certified Organization's Client
Certificate	Refers to the document of formal attestation of compliance issued by the Certification Body
SETSCO	Refers to SETSCO Services Pte Ltd
SCB	Refers to SCB which is owned by SETSCO Services Pte Ltd which is authorized to issue certificates

3. SCOPE

This document is applicable to all the Clients. Participation in the certification is voluntary and all participants shall adhere to this Terms and Conditions for Certification (Management System) at all times.

This Terms and Conditions for Certification (Management System) shall be read in conjunction with the other certification criteria documents of the respective management system/ schemes.

4. CERTIFICATION POLICIES

- 4.1 The official application, together with the fees paid, shall only be valid within 1 year from the date the application is lodged by the Applicant. The application or any fees made in relation to it, is non- transferable and shall only be valid for the location(s) of the Client stated therein.
- 4.2 A certificate with 3-year validity will be issued to a Client by SETSCO. The Client shall be subjected to scheduled routine surveillance as part of the continuation of the certification. Frequency of routine surveillance/audit shall be dependent on the specific type of certification to which the Client has been certified. All renewal assessments shall be done prior to expiry date of the certification.

5. OBLIGATIONS OF CLIENTS

Clients shall comply with the following conditions:

- 5.1 Offer to all of its customers a standard service consistent with this Terms and Conditions for Certification (Management System) and all related normative documents to which its certification is based on.
- 5.2 Fulfills the certification requirements which include implementing appropriate changes when they are informed by SETSCO.

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- 5.3 Continue to comply with the management system/ scheme requirements as stated in the relevant normative documents for certification
- 5.4 Immediately notify SETSCO, where applicable, on matters that may affect the ability of the management system to continue to fulfill its requirement for certification including change to any of the following:
 - i) The legal, commercial, ownership or organizational status;
 - ii) Organization and management (e.g. key managerial, decision-making or technical staff);
 - iii) Contact address and sites;
 - iv) Scope of operations under the certified management system;
 - v) Major changes to the management system and processes;
 - vi) Scope of certification;
 - vii) Significant changes in main policies; and
 - viii) Any other matters that may affect the ability of the Client to fulfill requirements of its certification, including any major non-conformity identified during internal and/or customer audits (however named) undertaken by its customers, its partners or authorities
- 5.5 Adhere to the rules on the use of SETSCO Mark, including all other marks which SETSCO has been granted to use, and any reference made to its certification status;
- 5.6 Not to use the certification status in such a manner as to bring SETSCO and/or certification system into disrepute and loss of public trust, and not make or permit any statement related to the certification which SETSCO may consider misleading or not authorized;
- 5.7 Not to use or permit the use of a certification document or any part thereof in a misleading manner and instead provide all certification documents to others in their entirety or as specified in the certification scheme;
- 5.8 In making reference to its certification status in communication media such as brochures, website, email, advertising or other documents, the Client shall comply with the requirements of SETSCO or as specified by the scheme owner;
- 5.9 Keeps record of all known complaints relating to compliance with certification requirements and make these records available to SETSCO when requested, and
 - a) Takes appropriate action with respect to such complaints and any deficiencies found in system that affect compliance with the requirements of certification
 - b) Document the action to resolve the complaints.
- 5.10 Provide necessary facilities, arrangement and accommodation for:
 - a) access to documentation including, personnel records, audit areas for the assessor to effectively carry out the assessment activities
 - b) investigation of complaints
 - c) participation of observers
- 5.11 The Client shall make available all key staff or nominate a representative to facilitate the provision of information relating to certification activities;
- 5.12 Make prompt payment to SETSCO on all necessary fees levied by SETSCO;
- 5.13 Upon the withdrawal of certification forthwith discontinue its use or reference to its certification and withdraw all advertising materials which contains any reference to its certification;
- 5.14 Upon the reduction to the scope of certification, all reference to reduced scope of certification and all advertising materials containing such reference shall be amended accordingly;
- 5.15 Make a clear and unequivocal statement in all contacts with its customers that reference to its management system certification does not imply that the certification body certifies a management system nor does it imply that the certification applies to activities outside the scope of certification;

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- 5.16 Not represent, or hold itself as being an agent or partner of SETSCO, nor make any representation on behalf of SETSCO.
- 5.17 In order to allow SETSCO to comply with applicable health and safety legislation the Client shall provide SETSCO with all available information regarding known or potential hazards likely to be encountered by SCB personnel during their visits. SETSCO shall take all reasonable steps to ensure whilst on the Client premises, that its personnel comply with all health and safety regulations of the Client, provided that the Client makes SETSCO aware of the same.
- 5.18 Neither party shall be held liable for non-performance or delays due to acts of God, natural disasters, pandemics, regulatory changes, war, or other unforeseen circumstances beyond their control. In such events, both parties shall negotiate in good faith to reschedule services or terminate the Agreement without penalties.

6. OBLIGATIONS OF CLIENTS

- 6.1 All information provided by any Client in relation to preliminary enquiries or to an application for certification and all information obtained in the course of, or in connection with, an assessment of a Client shall be completely confidential. Staff of SCB shall undertake and shall always observe the duty of confidentiality provided. However, this clause shall not apply to information in the public domain and information in possession of SETSCO prior to any submission made by the Client.
- 6.2 SETSCO shall not disclose confidential information about a particular Client without written consent from the Client, except where the law requires such information to be disclosed without such consent.

7. CONFLICT

- 7.1 Staff of SETSCO including Governing Board, Certification Committee and Appeals Committee members considered having commercial, financial or other pressures or conflicts of interest that might cause them to act other than an impartial or non-discriminatory manner shall not be involved in the audit and/or evaluation of the Client;
- 7.2 Client shall liaise with SETSCO secretariat on all matters relating to certification and shall not communicate directly with any of the committee members and/or auditors on such matters;
- 7.3 Client shall be informed of the appointment of auditors and may object to the on valid grounds such as conflict of interest. The Client shall accept any reappointment of auditors by SETSCO.

8. COMPLAINTS

- 8.1 Any complaints should be made in writing to SETSCO Secretariat and such complaints should bear the name, designation, company and signature of the sender.
- 8.2 Any written complaints shall include objective evidence(s) to support the complaints, where possible.
- 8.3 Any written complaints received will be duly acknowledged and the sender will be informed of the outcome.
- 8.4 The Client shall keep a record of all complaints received and make this available to SETSCO upon request. The Client shall take appropriate action with respect to the complaints received from its customer and all actions shall be recorded.

9. APPEAL

- 9.1 Appeals made in writing against any decision for the refusal or termination of certification or any dispute concerning the interpretation of criteria must be made no later than one (1) month from the date of notice of refusal, termination or dispute. Such appeal, which shall be submitted to SETSCO through the Secretariat, shall be considered by its Appeal Committee acting on the advice of the Governing Board. SETSCO may co-opt technical experts as and when required.
- 9.2 The decision of the Appeals Committee shall be final and shall not be called into question or subject to review or appeal by any court of law.

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10. SIGNIFICANCE OF CERTIFICATION

- 10.1 Certification should not be regarded as in any way diminishing the normal contractual responsibilities between the Client and its customers. While the certification is the indication of the integrity and competence of the Client, it does not constitute a guarantee by SETSCO of the competence of the Client in any particular case.
- 10.2 SETSCO is in no way responsible for the charging arrangement between a Client and its customers.

11. CONDITIONS AND PROCEDURES FOR GRANTING, MAINTAINING, EXTENDING, SUSPENDING AND TERMINATION OF CERTIFICATION

11.1 Granting Certification

- 11.1.1 Certification is granted upon applicant's satisfactory compliance with the relevant standards and SETSCO requirements after the final decision by the Certification Committee and granting of certification by SETSCO Certification Manager.
- 11.1.2 Certification may include conditions, which might require corrective action be submitted on the date decided by SETSCO. All corrective actions must be satisfactorily closed by the given date. In such cases when this may not be possible, the Client can request for an extension for completion. Failure to satisfactorily resolve the correction action will result to deferment or denial of certification.

11.2 Maintaining Certification

- 11.2.1 In order for a Client to maintain its certification with SETSCO, the Client must maintain compliance with SETSCO requirements and international standards, successfully complete the prescribed surveillance audit, and pay all required certification fees, where applicable.
- 11.2.2 Renewal of the certification may be initiated either by SETSCO or the Client itself, at least 6 months prior to certificate's expiry. An Application Form shall be submitted by the Client to start the renewal process. SCB shall then assess the continued conformance of the Client with its terms and scope of certification.
- 11.2.3 Refusal to renew certification shall be initiated by the Client by formally writing to SETSCO, stating reason of such decision. All payments made before the Client notified SETSCO of its intention to withdraw its certification shall be deemed non-refundable.
- 11.2.4 If renewal is not completed by the certification expiry date, SCB may opt to extend validity of the Client's certification up to three (3) months, or may terminate the certificate. Extension approvals may only be granted by SETSCO's Chief Executive Officer upon the advice of the SETSCO's Certification Manager.

11.3 Certification Contract Period

- 11.3.1 The certification cycle is 3 years after which re-certification shall be conducted. Certification is a continuous status, subject to compliance of certified organizations with the relevant norms, as well as the terms of the contract including any specific conditions set by SETSCO.

11.4 Notification of Changes and Extension of Scope

- 11.4.1 Clients are required to inform SETSCO of any changes which may impact their certification and the scope of their certification.
- 11.4.2 Where the Client intends to introduce a new service, process or technical area not included in its current certification scope, a request for extension or amendment of scope must be filed to SETSCO. Appropriate standards of management systems and evidence of compliance in this scope must be submitted to SETSCO for evaluation and review.
- 11.4.3 The Client shall pay administrative fee and other necessary fee for changes resulting in, but not limited to, replacement or issuance of additional certificate(s).
- 11.4.4 SETSCO shall give the Client a notice of 30 days, via email whether there are any changes to its requirements for certification.
- 11.4.5 SETSCO shall verify the changes after the notice period or during the next audit subjected to the discretion of SETSCO.

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11.5 Denial of Certification

Any of the following circumstances may result in denial of certification:

- (i) The Client willfully made a false statement or purposefully misrepresented the information during application or its compliance with the certification requirements
- (ii) Corrective actions for major non-conformities found during the assessment are not satisfactorily closed and indicates a major failure of the management system, internal process that cannot be addressed within 6 months.

11.6 Sanctions

Failure to meet any of the above terms of the certification or gross breaches of the requirements of the certification criteria and basic standards, may result in the suspension or termination of the certification or imposition of sanctions.

The action taken will be in accordance with the severity of the violation. SETSCO, through the recommendation of the Certification Committee may apply one or more of the following sanctions:

- (i) Issue a warning letter or letter of reprimand
- (ii) Impose additional conditions and insist on corrective action according to a timetable
- (iii) Impose penalty fees
- (iv) Require the certified organization to undergo a re-inspection within a certain period
- (v) Suspension of certification

SETSCO may suspend the certification of a Client for a specified period under the following circumstances:

1. If it has not addressed or respond satisfactory to non-conformities or have not addressed non-conformities even after lapse of initial timeframe given for corrective actions.
2. If major non-conformities leading to failure of the system requirement were found during surveillance assessment.
3. If there has been any other breach of the applicable requirements or rules of procedures of SETSCO
4. SETSCO has compelling evidence of gross infringement of certification regulation by Client.

A formal suspension letter shall be sent to the Client for information. The letter shall contain the following:

1. the reasons for the suspension
2. the effective date
3. the right to file an appeal
4. conditions under which suspension will be revoked

Upon fulfillment of the indicated conditions within the specified period, SETSCO shall revoke suspension and notify the Client accordingly; otherwise the certification may be terminated should the breach persists or unresolved.

(vi) Termination of Certification

SETSCO may terminate the certification of a Client under the following circumstances:

1. serious non-compliance with the relevant standards that indicates total failure of management system to consistently produce products, offer services and/or implement processes of acceptable level of quality
2. failure to fulfill conditions of certification related to non-compliance within the agreed timetable
3. misuse of certification mark, logo, certificates etc.
4. refusal to allow full access to information at the request of the SETSCO

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5. failure to meet its financial obligation to SETSCO
6. failure to comply with any sanctions imposed
7. any other serious infringement of applicable requirements of rules or procedure of SETSCO.

11.7 Withdrawal of Certification

- 11.7.1 The Client may withdraw its certification provided SETSCO is given a written notification at least 2 weeks in advance, stating its reason for such decision.
- 11.7.2 During any of the above circumstances (i.e. suspension, termination or withdrawal), the Client must cease all claims of SETSCO logo and name, destroy or return all certificates, advertising and marketing material containing reference of SETSCO Management System.

11.8 Reinstatement of Certification

- 11.8.1 Reinstatement of certification is possible if the Client re-applies for certification and has demonstrated compliance to the previous issues which resulted to its termination including any other new conditions (if applicable) that may arise from the re- application. As such, Client shall be subjected to a full application process and applicable fees.

12. LIMITATION OF LIABILITY

- 12.1 SETSCO undertakes to exercise due care and skill in the performance of the services and accepts responsibility only in cases of proven negligence.
- 12.2 SETSCO shall not be liable to the Client nor to any third party:
 - (i) for any loss, damage or expense arising from (1) a failure by Client to comply with any of its obligations herein (2) any actions taken or not taken on the basis of the Reports or the Certificates; and (3) any incorrect results, Reports or Certificate arising from unclear, erroneous, incomplete, misleading or false information provided to SETSCO.
 - (ii) for loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill to reputation, loss anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any third party that may be suffered by the Client.

13. INDEMNITY

Except for cases of proven negligence or fraud by SETSCO, the Client further agrees to hold harmless and indemnify SETSCO and its officers, employees, agents or subcontractors against all claims (actual or threatened) by any third party for loss, damage or expense of whatsoever nature including all legal expenses and related costs and howsoever arising (i) relating to the performance, alleged performance or non-performance of the Services or (ii) out of or in connection with Clients product, process or service the subject of the certification.

14. APPLICABLE LAW

This Terms and Conditions shall be construed in accordance with and governed by the Laws of Singapore and the parties hereby agree to submit to the exclusive jurisdiction of the Singapore Courts.

15. FEES

- 15.1 The fees for certification shall be prescribed by SETSCO and may change from time to time. Fee schedule will be provided to the Clients by SETSCO wherein subject to revision as appropriate without prior notice to the Client.
- 15.2 All fees paid by a Client are non-refundable.

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- 15.3 Additional fees shall be charged for operations that are not included in the agreed program and for work required due to non-conformances being identified. These will include, without limitation, costs resulting from:
- (i) Additional work due to suspension, withdrawal, termination and/or reinstatement of a Certificate.
 - (ii) Re-auditing due to changes in the management system or products, process or services; or
 - (iii) Compliance with any subpoena for documents or testimony relating to work performed by SETSCO.
- 15.4 Certification shall only be issued upon full payment of all invoices related to the certification. All invoices shall be paid within 30 days from the date of issue regardless of the outcome of the audit.
- 15.5 SCB may elect to bring to action for the collection of unpaid fees in any court of competent jurisdiction.
- 15.6 Client shall pay all SETSCO collection costs including reasonable attorneys' fees and related costs, where applicable.
- 15.7 Client shall pay for costs involving overseas traveling (outside Singapore), transportation, overnight lodging as may be incurred in relation to the audit.
- 15.8 Client shall pay the full amount if scheduled audit is cancelled with less than 1-week notification from the date of the scheduled audit.
- 15.9 Client shall pay 50% of the full amount if scheduled audit is cancelled within 2 weeks notification from the date of the scheduled audit.

16. TAXES

- 16.1 Client agrees to indemnify and pay SETSCO all taxes, levies, and duties including, but not limited to, goods and services tax or withholding tax which SETSCO may be liable to pay as a result of providing the services to the Client.

17. CONDITIONS FOR USE OF SETSCO MARK

17.1 Layout of SETSCO Mark

- 17.1.1 Reference to SETSCO certification status made by Client using SETSCO mark. It must be reproduced in the official colors, pantone uncoated and pantone coated; or in a single color only which may be gold, black, dark grey.
- 17.1.2 The SETSCO mark may be uniformly enlarged or reduced, but shall not be less than 15mm in height.

17.2 Use of Mark or Reference to Certification in Publicity and Other Materials by Clients

- 17.2.1 SETSCO Services Pte Ltd is the owner of SETSCO mark which comprises of SETSCO registered logo and the Clients Management System Certificate number and all its certificates issued to Client as well. Only after SETSCO granted certification or re- instatement of certification (in suspension cases) shall the Client be permitted to display or refer to SETSCO's name and logo on materials for public distribution. SETSCO has the right to take possession of these certificates and certification mark in case of improper use.
- 17.2.2 A Client may use SETSCO mark on publicity and other stationery materials such as brochures, letterhead paper, quotations, and vehicles. However, the use of SETSCO mark or any reference to SETSCO's Certification in advertising and promotional publications shall be reviewed and prior approved by SETSCO.
- 17.2.3 The Client shall:
- (i) only claim that it is certified in respect to those activities which are covered under its scope of certification
 - (ii) only use SETSCO mark for premises covered by certification
 - (iii) not make any statement in the mark or accompanying text, regarding its certification that SETSCO may consider ambiguous, misleading or unauthorized
 - (iv) not allow the fact of its certification to be used to imply that a system or person is approved by

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SETSCO;

- (v) not use SETSCO mark or make any reference for SETSCO's Certification Scheme on any test items, literature, product, product packaging or in any other way that may be interpreted as denoting product conformity/endorsement.
- (vi) ensure the use of any statement on product packaging or in accompanying information does not imply that the product, process or service is certified by SETSCO. This shall include references to:
 - a. identification (e.g. brand or name) of the Client
 - b. type of management system (e.g. quality, environment) and the applicable standard
 - c. the certification body issuing the certificates

17.2.4 A Client shall upon suspension or voluntary withdrawal of certification immediately ceased to issue any certificates and reports displaying the SETSCO mark or containing references to SETSCO Certification. Client shall ensure the immediate discontinuation of such materials (whether electronic or hardcopy) usage and distribution.

17.3 Reference to the Certification Status by the Accredited Certifying Body

- 17.3.1 The SETSCO mark is awarded by SETSCO to Clients who have successfully achieved certification.
- 17.3.2 When the SETSCO mark is used by a Client, the appropriate certificate number accorded to the organization shall be inserted in the space provided in the SETSCO mark.
- 17.3.3 When a Client uses the SETSCO mark, the following conditions shall be met:
 - (i) On the same sheet of document, display its own name and logo, no less prominently than the SETSCO mark and vice versa
 - (ii) The phrase: "The use of SETSCO mark indicates certification in respect of those activities covered by the certification registration number XXXX" shall be included
 - (iii) Any sign that display the logo or name must be specific to an item or a group of items that is certified by SETSCO
 - (iv) Any advertisement used by a third party may only use the logo or name in such a way as to clearly refer to items that are certified by SETSCO and only those items
- 17.3.4 The SETSCO mark shall not be used by a Client on any document unless the document relates in whole or in part to certified activities of SETSCO.
- 17.3.5 The SETSCO mark shall not be used in such a way as to suggest that SETSCO has certified or approved any product or any service supplied by the Clients or its licensee of a certification mark, or in any other misleading manner.
- 17.3.6 Unauthorized use of SETSCO's logo or misleading use of the certificate shall be prohibited and treated as a violation of copyright. Suitable actions including corrective action request, suspension, withdrawal of certification, publication of transgression and if necessary, any other legal action to deal with inaccurate references or misuse of the certification logo may be pursued.

18. CONDITION FOR USE OF CYBER TRUST LOGO

- 18.1 Organizations that are Cyber Trust certified are encouraged to display the visual of the entire certificate issued on their corporate website and other collaterals, as the certificate contains additional information such as the scope of certification, validity of the certification etc.
- 18.2 Organizations who may also wish to have their certification mark(s) displayed on collaterals that are smaller form factor – in such a scenario, the website and other collaterals which can accommodate the visual of the entire certificate should still be the one being displayed for clarity, but for corporate collaterals that are smaller form factor, such as namecards, we would be agreeable to the use of just the Cyber Trust logo with the wording 'Certified'.

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- 18.3 Organizations that obtained Cyber Trust Mark/ Cyber Essential certifications should not use these certification marks in any way that would indicate product endorsements e.g. on a product, device, system, software or product packaging or in any manner that may imply product endorsements.

19. CERTIFICATION OF CLIENT WITH MULTI-SITE

- 19.1 Organizations with a network of sites that require certification of management systems shall list in the application the various site for certification. Client who have sites where the activity subject to certification is performed are not ready for certification at the same time shall inform SETSCO in advance of the sites that are to be included in the certification and those which are to be excluded for certification.
- 19.2 Clients with multi-site management system certification shall ensure that all listed sites provide adequate confidence to conform to the certified management system.
- 19.3 Clients with multi-site management system certification shall be under a centrally controlled and administered plan and be subjected to central management review. All listed sites (including the central administration function) shall be subjected to the organization's internal audit program.
- 19.4 The Client shall demonstrate that the central office of the organization established a management system in accordance with the relevant management system standard under audit and that the entire organization meets the requirement of the standard including relevant regulations and local requirements.
- 19.5 The Client shall demonstrate its ability to collect and analyze data (including but not limited to the items listed below) from all sites including the central office and its authority to initiate organizational change if required:
- a) System documentation and system changes
 - b) Management review
 - c) Complaints
 - d) Evaluation of corrective action
 - e) Internal audit planning and evaluation of results
 - f) Different legal requirement