



STANDARDS ORGANISATION OF NIGERIA

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**STANDARDS ORGANISATION OF NIGERIA
MANAGEMENT SYSTEMS CERTIFICATION
CONTRACT TERMS AND CONDITIONS WITH FSSC
CLIENT**

STANDARDS ORGANISATION OF NIGERIA MANAGEMENT SYSTEMS CERTIFICATION CONTRACT TERMS AND CONDITIONS WITH CLIENT

The Standards Organisation of Nigeria, a Parastatal established by Act No. 56 of 1971 with several amendments and currently governed by SON ACT 2015, with its head office at No. 52, Lome Crescent, Wuse Zone 7, Abuja (herein referred to as SON) which expression shall where the context so admits, include its successors in title and assigns its management system certification directorate (SONMSC) located at plot 13/14 Victoria Arobieke Street Lekki Lagos the authority to certify management systems among other functions.

CONTRACT TERMS & CONDITIONS

It is agreed that this contract shall be construed in accordance with the laws of Nigeria and the execution hereof shall be deemed to have taken place within Nigeria. Each party hereby agrees that jurisdiction for the resolution of any dispute shall be in the Courts of the Federal Republic of Nigeria.

1. Rules for certification and audit

These terms and conditions shall constitute a legally binding and enforceable contract between SON and the client

The stipulations of the internationally accepted general rules for the management system certification shall apply to this agreement as well as the 'normative standard' and the rules set out below.

2. Duties and obligations

This is a specific certification and shall only apply and relate exclusively with respect to the management system for the "scope of certification" that the client shall operate or continue to operate from the client's premises (as indicated in the application form).

Terms and conditions applicable to Food Safety certification schemes, includes:

- ISO 22000- Management systems for food safety- Requirements for any organization in the food chain
- ISO / TS 22002-1 - Prerequisite programmes on food safety - Part 1: Food manufacturing (as applicable)
- ISO / TS 22002 - 4 - Prerequisite programmes on food safety – Part 4: Food packaging manufacturing (as applicable)

The standards ISO technical specifications may only be audited in combination with ISO 22000 standard.

The basis for the implementation of the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents

of Foundation for Food Safety Certification, e.g. Food Safety System Certification 22000, PART I (www.fssc22000.com).

2.1 Duties& Obligations of SON

- a. This certification shall be registered by SON and the client's name entered into SON register of certified systems where the client fulfills all the terms and conditions.
- b. SON shall issue the client with a certificate covering all the sites within the scope of certification applied for by the client for a defined period.
SON is the sole authority by which SON Certificates are granted. All certificates and audit report shall remain the property of SON.
- c. SON will deliver full audit reporting to the client after each audit.
- d. SON shall reserve the right to amend, alter, add or delete any part of these terms and conditions, where such action is deemed necessary for the smooth operation of the scheme upon prior consultation with the client.
- e. SON shall provide appropriate and timely information on the audit and certification process and about the certification status (i.e grant, suspension, reduction of scope, or withdrawal of certification or audits in response to investigations) to specific interested parties to be agreed by SON and the client.
- f. The auditor can only provide a preliminary assessment. SON is responsible for the technical review of audit activities and reserves the right to review audit results (e.g. non-conformity grading) before any certification decision is made.
- g. SON shall give the client due notice of any changes to SON requirements for certification.
- h. Upon request by any party, SON, with client consent, shall correctly state the status of the client's management system as being valid, suspended, withdrawn or reduced.
- i. SON reserves the right to terminate an audit in cases of obvious and demonstrated lack of interest or opposition by the senior management regarding audit and where members of the audit team are threatened, blackmailed or bribed. An extraordinary event (force majeure) affecting a certified client site or SON may temporarily prevent SON from carrying out planned audits on-site. In a situation where such occurs, SON in consultation with the certified clients will need to determine a reasonable planned course of action.
- j. SON reserves the right to publicly display the certification status of all its clients and makes the name and location, scope of certification, date of initial certification, expiry of the certificate, in case of suspension or withdrawal, the date of suspension or withdrawal available to the FSSC foundation for publication on their website.
- k. Independently from the involvement of the competent regulatory authority, a special audit may be necessary in the event that SON becomes aware that there has been a serious incident related to Food Safety, for example, a serious accident, or a serious breach of regulation, in order to investigate if the management system has not been compromised and functions effectively.

2.2 Duties & Obligations of the client

- a. For applications to be processed, clients must have:
 - i. a management system (covering all the requirements of the applicable standard) that has been operational for at least Six (6) months.

- ii. Conducted at least One (1) internal audit covering the entire system including taking effective corrective action on all the findings, and
 - iii. Conducted at least one (1) Management review.
 - iv. For Transfers: Client must have a valid accredited certificate and have closed out all non-conformities from previous audits.
- b. The client shall give SON auditors, auditors in training, evaluators, and the body accrediting SON including FSSC representative as part of integrity program access to all premises, facilities and sites, which are the subject of certification with prior notification during normal working hours of the premises, facilities and sites involved.
- c. The Client shall provide all documented information necessary for the audit prior to the audit date.
- d. Client must make available to SON all information including documents deemed necessary by it, in order to complete the assessment program or accommodate a pre-assessment visit of SON client officers at a charge to gather information.
- e. Client must undergo a minimum of Stage I & II audit before certificate issuance.
- f. All the findings of audit shall be brought to the attention of the Client and recorded.
- g. Clients must manage all Non-conformities raised during all stages of audit in line with procedure for non-conformity management as detailed in the SON certification procedure which is publicly available on the SON website and available on request.
- h. Clients shall ensure that specifications for Ingredients and materials take account of any applicable regulatory requirement.
- i. If the client becomes aware that his product poses health risks or that statutory requirements are not being met, client shall inform SON immediately.
- j. The certified client shall inform SON without delay, the occurrence of a serious incident or breach of regulation necessitating the involvement of the competent regulatory authority.

3. Agreement Period

The contract between SON and the client starts upon receipt and acceptance of client's endorsed enquiry form and this document. The initial contract shall be for 3 years, renewable by default after every 3 yearly re-certification audit and re-issuance of certificate.

The Client shall ensure that responsibility for Management System related activities is clearly defined and communicated to SON, by appointing a designated person who is authorized to maintain contact with SON. Any change to the designated appointee shall be communicated to SON in writing.

However, contract can be terminated by either party upon prior notification in accordance with the rules stated as follows:

- a) By Notice: with 90 days' written notice.
- b) By default, immediately upon either party being notified by the other of any material breach of this agreement including those conditions detailed in certification procedures and policies of SON
- c) By default, If the client Organization ceases its business operations whether in whole or in part
- d) Should the Agreement expire or be terminated whether by notice, default, in the case of Certificate withdrawal, or otherwise, Certificate issued pursuant to the

Agreement shall forthwith become null, void, and invalid.

4. Fees

SON charges the clients for all stages of audit. Fees will be detailed in the Quote submitted to a Client. As costs are based on the charge rate applicable at the time of presenting a Quote, SON reserves the right to review charges during the certification period.

These will include costs resulting from:

- a. Repeats of any part, or all, of the assessment program due to the initial certification/registration requirements not being met;
- b. Additional work due to suspension, withdrawal and/or reinstatement of a Certificate;
- c. Re-assessment due to changes in the Management System;
- d. Where a client has requested a transfer from another certification body and a certificate has been issued prior to surveillance audit, SON shall issue certificate free of charge, where visitation to site is not required provided that the surveillance audit will be paid for.

Charges payable to SON by the Client that are related to Management Systems Certification audits shall be in Naira and classified as follows:

Administrative Charges: Covers the information gathering, processing and activities of contract review that are relevant to the certification process.

Audit charge: This is the charge for delivering the service. This is based on the estimated number of man-hours necessary for the on-site activities and shall vary depending on the size of the processes within the scope, complexity of the processes and competence requirement. This shall be based on an 8-hour working day (including all relevant breaks) and can be obtained from SON for the applicable business sector of the Client's.

Logistics Charge: This shall cover the travelling expenses of certification personnel as determined by federal civil service.

FSSC Foundation Fee: Clients certified to FSSC will be charged an annual fee payable to the Foundation by SON. The Foundation will decide annually on the amount of this fee.

All fees and additional charges are subject to local taxes of Nigeria

5. Confidentiality

SON is responsible for ensuring that confidentiality is maintained at all levels of its Organization concerning information obtained from the Client in the course of its certification except as required by our accreditation (including the FSSC foundation as applicable), regulatory bodies or as otherwise instructions of a court order.

The client accepts that the Foundation displays information about certification status on FSSC Foundation website & portal. Information related to the certification and auditing process shall be shared at the request of food safety authorities.

6. Liability

SON and body accrediting SON (including as applicable the FSSC foundation) shall not be involved or cited by the client in any litigation arising from its activities, including products produced, sold or any services offered. SON shall not be liable for any losses or damages incurred. The client undertakes to indemnify SON against any losses or damages suffered by SON arising from the Client's neglect of SON Audit-personnel and the absence of contributory neglect whilst in the Client's premises or in the event of misuse of the Certificate of certification and certification mark or any claims actions, cases and all attendant cost that may arise.

7. Certification Audits

Client shall undergo a successful on-site stage I audit before proceeding to stage II. The interval between stages I & II shall not exceed one hundred & eighty (180) days otherwise another stage 2 must be conducted prior to recommending certification; Application fee is forfeited, if the client decides to forgo certification in lieu of another stage II audit.

8. Surveillance Audits

- a. SON shall carry out annual surveillance audits on certified clients.
- b. The surveillance audits shall be conducted on the dates indicated in the certificate letter and audit program.
- c. Once client is certified, At least one of the two annual surveillance audits for FSSC shall be unannounced every cycle. However, the client can voluntarily choose to replace all surveillance audits by unannounced annual surveillance audits.
If all audit objectives are not fulfilled during an unannounced audit, an additional audit shall be performed of which the nature shall be determined by the SON. All activities covered by the scope shall be audited (including seasonal activities).
For the planning of unannounced audit, the client informs us in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays).
- d. SON shall issue a continuing certification letter or otherwise following each surveillance audit based on the recommendation of the audit team and decision of the certification decision committee.

9. Recertification Audits

The recertification and renewal of certification may be done after three (3) years and shall be preceded by a full audit to be conducted at least one month before expiry unless otherwise agreed in writing between the parties.

Recertification audits may be conducted unannounced at the request of the certified organization

10. Publicity

A client may make reference in communication media that its management system has been certified and may apply the relevant mark of conformity to stationery and promotional material relating to the scope of certification. In every case, the client shall ensure publications and advertising are devoid of any confusion between activities not covered in certification scope.

The client shall not make any claim, which could mislead third parties to believe that a product, process or service has been registered when, in fact, it has not.

11. Use of Certificates & Certification Mark/Logo

11.1 General rules

- a. Certification and Accreditation Mark/Logo shall only be used in the manner prescribed herein, SON-MSC use of logo policy and in the certificate.
- b. Certificates & Certification and Accreditation Mark/Logo shall be used only in relation to the certified client's scope of certification and locations covered. Use of the certificate and and or certification mark for areas not quoted in scope of application is prohibited.
- c. The client is not authorized to change or modify certificate, certification and accreditation mark/logo.
- d. Certification and Accreditation Mark/Logo on communication media shall not be in such a way as to create confusion between matters referred to in scope of certification and other matters.
- e. Certification and Accreditation Mark/Logo shall not be used on products including certificates or packaging in order to avoid confusion with product certification.
- f. When used on flags, vehicles, window stickers, promotional goods such as pocket diaries, coffee mugs, coasters, doormats, the Certification Mark **shall be used without the Accreditation Mark/Logo**.
- g. Client shall not during the period of certificate validity or thereafter, register or attempt to register the Mark/logo or any imitation thereof, make nor assert any claim of ownership to the Certification and Accreditation Mark/Logo and dispute the right of the SON.
- h. The right of use of certificate and certification mark/logo shall expire if the client no longer holds a valid certificate, in particular if the certificate's period of validity has expired.
- i. The right of use of certificate and certification mark/logo shall expire automatically if maintenance of certificate is prohibited by regulations or court.
- j. Upon the suspension, withdrawal or cancellation of a Certificate, concerned client shall forthwith discontinue the use of the Certification Mark or any reference thereto of the Accreditation Mark/Logo and will not thereafter use any copy or imitation thereof.
- k. Certified organizations, shall use the FSSC 22000 logo only for marketing activities such as organization's printed matter, website and other promotional material and shall comply with specification stipulated in the Annex of the use of logo policy.
- l. The certified organization is not allowed to use the FSSC 22000 logo, any statement or make reference to its certified status on a product, its labelling, its packaging

(primary, secondary or any other form) or in any other manner that implies FSSC 22000 approves a product, process or service.

m. In case of a merger or take-over, written permission from the SON is mandatory in order to transfer the right to use the Certification Mark/Logo provided there is no change in certification scope.

11.2 Monitoring of the client Mark/Logo Use

SON may during the entire period of validity of the Certification Mark and statement make or entrust a representative to make all checks deemed necessary.

SON will audit the use of FSSC 22000 logo by certified organizations during every surveillance and re-certification audit. Any non-conformance associated with the use of the logo will require remedial action to correct the use of the logo as well as corrective action for future use.

11.3 Penalties and Appeal

In case of improper use of the certificate, Certification and accreditation mark/logo, SON may forthwith suspend or withdraw the certification and the right to use the Certification Mark. The Client may appeal the SON decision in accordance with the appeal procedure that will be provided upon request.

11.4 Renunciation

The Client may renounce or suspend the use of the Certification Mark for a certain period of time. It will give SON written notification **30 working days in advance** and make all changes regarding its Communication Media. Based on this information the SON shall inform the Client of the terms and conditions for temporary or definitive termination of use of the Certification Mark.

11.5 Changes to the rules governing the use of Logo

SON reserves the right to modify these rules at any time. It will give the Client **30 working days** written notification of all changes thereto and the Client will be obligated to apply said changes.

12. Suspension of certification

a. Certification may be suspended by SON for a limited period in cases stipulated by SON such as but not limited the following:

- If Corrective action requests have not been satisfactorily complied with, within the designated time limit
- If a case of misuse of the Certificate, is not corrected by suitable retractions or other appropriate remedial measures by the Certificate holder
- If 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 (see 2.2) or directly gathered by the audit team during the special audit, (see 2.1) shall provide grounds for SON 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 scheme requirements

- When a critical nonconformity is issued and/or there is evidence that their client is either unable or unwilling to establish and maintain conformity with Scheme requirements
- Refusing SON auditors, auditors in training, evaluators, as applicable FSSC representative (as part of integrity program) and the body accrediting SON access to all premises, facilities and sites for certification purpose
- Non-payment of charges to SON
- The client does not allow surveillance or re-certification audit to be carried out at the required frequencies or schedule (including refusal to allow unannounced audit)
- The client requests for suspension
- Any other contravention of the SON certification contract Terms and Conditions

b. When under suspension, the certification shall be temporarily invalid and the client shall cease further promotion of its certification.

c. SON will confirm in writing to the client, the suspension of a Certificate, update its publicly displayed client register and inform relevant accreditation bodies. At the same time, SON shall indicate under which conditions the suspension will be removed.

d. At the end of the suspension period, an investigation will be carried out to determine whether the indicated conditions for reinstating the Certificate have been fulfilled

e. On fulfillment of these conditions, the suspension shall be lifted and the client notified of the Certificate reinstatement

f. If the conditions are not fulfilled the Certificate shall be withdrawn

g. In any case, suspension shall not exceed six months. Where suspension lasts beyond six months, SON shall serve the client, a notice of withdrawal and seek for the return of certificate and discontinuation of any reference to certification

h. All costs incurred by SON in suspending and reinstating a Certificate will be charged to the client

13. Withdrawal of certificate

SON may withdraw a Certification and recall the Certificate for any of the following reasons:

a. When the conditions for suspension have not been removed within the specified time frame.

b. If a surveillance/recertification audit reveals that nonconformities to the requirements are of a serious nature requiring immediate withdrawal as determined by the Certification Decision Committee.

c. When formally requested by the Client,

d. If the Client no longer supplies the product, process, or services relevant to the scope for which they are certified and revision of the scope of certification is not possible,

e. If the Certified Organization does not or cannot ensure conformance to new requirements when system requirements are changed, and/or if the Client fails to meet any other provisions of this terms & conditions.

f. If unannounced audit is not conducted within a six-month timeframe from audit date.

g. If certification period has ended, the client is placed on technical suspension for 180 days after which failure to renew, leads to automatic termination of certification and contract.

In any case of withdrawal,

- SON shall inform the client in writing.
- SON may publish at its discretion details of all suspended, cancelled or withdrawn certificates without prior notice as it sees fit.
- There is no reimbursement of assessment charges paid.
- Client request for re-entry is treated as a fresh application.

14. Cancellation of certificate

A Certificate will be cancelled if the client advises SON in writing that it does not wish to renew the Certificate, no longer exists or no longer offers the product, process or service. In case of cancellation, SON shall make no reimbursement of assessment fees. All cancelled certificates will be returned to SON within 30 days from the date of notification. If the original certificates are not returned; the annual certification fee shall be charged, which is equivalent to the yearly audit fee. This shall be levied until the date of expiry on the certificate.

15. Reduction of scope

SON shall reduce the clients' scope of certification to exclude the parts not meeting the requirements of "Normative standard" where the client persistently or seriously fails to meet the certification for those parts of the scope of certification.

In case of scope reduction, the organizations' management system certification is invalid beyond the revised certification scope statement. SON shall:

- a) immediately change the scope of the certified client in the FSSC 22000 database and register of certified organizations and shall take any other measures it deems appropriate;
- b) inform the client in writing of the scope change within three (3) days after the decision of change
- c) Client shall take appropriate steps in order to inform its interested parties.

16. Information on Management system modifications

a. The client shall not vary the management system that is subject of certification without prior written authority by SON.

b. The client shall inform SON in writing within 3 working days related to the following:

- Any significant changes that affect the compliance with FSSC Scheme requirements and obtain advice of the SON in cases where there is doubt over the significance of a change;
- Serious events that impact the management system, legality and/or the integrity of the certification which include legal proceedings, prosecutions, situations which pose major threats to food safety, quality or certification integrity as a result of natural or man-made disasters (e.g. war, strike, terrorism, crime, flood, earthquake, malicious computer hacking, etc.);
- Public food safety events (such as e.g. public recalls, calamities, food safety outbreaks, etc).

- In the event of a product recall, the client has the obligation to inform us of the situation and of the details that have led to this situation
 - changes to organization name, contact address and site details;
 - changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff);
 - changes to the management system, scope of operations and product categories covered by the certified management system;
 - any other change that renders the information on the certificate inaccurate.
- c. Upon receipt of any client's intended changes related to clause 16(b), SON shall review and assess the need for any supplementary examination of the management system and respond as appropriate.
- d. If the requirements applicable to the management system covered by this agreement are modified, SON shall within fourteen (14) days of becoming aware inform the client stating what date the modified requirements will become effective and advising client of any need for supplementary examination of the management system subject to this agreement.
- e. The client shall within two (2) months of receipt of information, notify SON by letter whether it is prepared to accept the modification or otherwise.
- f. Where the client accepts the modified requirements and duly notifies SON and upon implementation by the client, with the resultant supplementary examination being favorable, SON shall issue a supplementary certificate and update client register as necessary
- g. Where the client notifies SON that it is not ready to accept the modified requirements or where the period for such notification lapses or where the result of any supplementary examination is not favorable, the certificate shall cease to be valid on the date on which the modified requirements become effective.

17. Special audit

a. Expansion of scope

Any request for expansion of scope must be done in writing and shall be combined with the next audit. A new certificate/continue certification letter bearing the new scope shall be issued to the client. This will however not extend validity of the certificate.

b. Amendment of scope

Any request for amendment of scope must be done in writing and shall be combined with the next audit. A new certificate bearing the new scope shall be issued to the client. This will however not extend validity of the certificate.

c. Short notice audit

It may become necessary for SON to conduct announced unscheduled audits of certified clients to investigate complaints, in response to changes to the client's management system, significant changes at the client's site or as a result of a suspended certificate. Clients cannot deny Special short notice Audits.

18. Postponement or cancellation of Planned Audit

If the Client postpones or cancels a planned audit with less than 21 days notice before the start of the audit, SON will charge the Client an additional fee for postponement or cancellation. This fee will be 10% quoted charges for the audit.

If postponement or cancellation is less than 7 days notice prior to the start of the audit then 25% of full audit fees will be payable by the Client.

Cancellations must be received in writing acknowledging that the cancellation fee will be applied.

In the case of cancellation by the Client within 24 hours and during the audit. This fee will be 50% quoted charges for the audit.

SON shall not be entitled to a cancellation fee where cancellation is due to SON's act or omission.

If client cancels the unannounced audit within the 4 to 12 months after the (re) certification decision and/or the last day of the previous announced surveillance audit, then organization will be responsible for actual auditor fees and travel costs.

19. Appeals

The client has the right to appeal an audit finding or decision in accordance with SONMSC Procedure for Complaints and Appeal (SON/MSC/CA/001) which is available at our website or upon request.

20. Complaints

If an applicant or a Client has cause to complain regarding the conduct of SON Auditor(s) and or Management System Certification Directorate, the letter of complaint shall be addressed to the DG SON for appropriate action which will be in accordance with SONMSC Procedure for Complaints and Appeal (SON/MSC/CA/001).

THIS SECTION SHALL BE ENDORSED IN WITNESS THAT THE TERMS AND CONDITIONS CONTAINED HEREIN HAVE BEEN READ AND UNDERSTOOD.

FOR CLIENTS

NAME:

DESIGNATION:

SIGNATURE:

DATE:

FOR MSC DIRECTORATE:

NAME:

DESIGNATION:

SIGNATURE:

DATE: