



ANNEX TO NSF CERTIFICATION UK LIMITED AND GLOBAL TRUST CERTIFICATION LIMITED SERVICES

REQUIREMENTS FOR CERTIFICATION AND INSPECTION SERVICES

This Annex applies to all certification, inspection and related services (collectively, "Certification Services") provided by NSF Certification UK Limited and Global Trust Certification Limited (each individually, and collectively, "NSF") to any company, producer or other entity receiving such services, whether under accredited or unaccredited schemes. If not defined herein, the capitalized terms in this Annex shall have the same definition as identified in the General Terms or service specific terms, where applicable.

Definitions

"Appeal" means a request by a Client for reconsideration of a decision made by NSF.

"Certificate of Conformity/Inspection" means a formal document issued by NSF confirming that a product, service or system meets a specified standard, requirement or regulation.

"Client" means any company, producer or other entity that has a contract with NSF for the relevant Certification Services.

1. Access to the scheme

- 1.1 Applications to participate in the certification/inspection schemes are open to all companies and producers with operations meeting the scope of the standard.
- 1.2 Applications must be made using the designated agreement form/process to obtain all the necessary information to complete the certification process in accordance with the relevant scheme stating the products, processes or services for which certification is sought.
- 1.3 Applicants are required to give an undertaking to comply with the Certification Services, the relevant scheme requirements and the NSF Terms and Conditions when signing the designated agreement form/process.

2. Client Requirements: Client shall:

- 2.1 Fulfil certification requirements, including implementation of required changes that are communicated by NSF, within an agreed upon timeframe. Assure that the certified products, processes or services continue to fulfil certification requirements for ongoing production.
- 2.2 Maintain a record of all complaints relating to compliance with the relevant scheme and make these records available to NSF upon request; and take appropriate action based on complaints received, deficiencies found in certified products, processes or services that affect compliance with certification requirements, and record action taken.
- 2.3 Inform NSF, without delay, of changes that may affect its ability to conform with the certification requirements, this may include but is not limited to:
 - a) Changes to methods of production, storage or site which would affect the operation of the quality system or changes in the legal status, ownership, structure, or management of the organisation
 - b) Any potential, withdrawn or actual prosecution relating to products, processes or services within the scope of the certification
 - c) Any potential or actual withdrawal/recall of any products, processes or services included within the scope of certification
 - d) Any event, activity or media which brings into question or threatens to bring into question the suitability of the Client to produce any of the products, processes or services included within the scope of the certification
- 2.4 Give access to the site(s), documentation, records, equipment, personnel, and Client's subcontractors as may be required for assessment/verification purposes. Assessment teams may be a single auditor or teams of auditors including those in training undergoing assessment or fully trained auditors being witnessed as part of the internal audit process.
- 2.5 Acknowledge that the audit process may require onsite evaluation by NSF personnel within normal working hours and will allow NSF, the scheme owner, accreditation/assurance body or their representatives to undertake announced, unannounced or short notice audits. In exceptional circumstances no notice may be given and entry must be obtained within 30 minutes. The certified Client is required to allow entry to, and assist the auditor appointed in this task.
- 2.6 Correct non-compliances noted during an assessment in accordance with the timescale specified by NSF and relevant scheme requirements.
- 2.7 Discontinue use of all advertising that contains any reference to NSF; and take actions as required by NSF and scheme requirements, or the Contract; if Certification has been suspended, withdrawn or terminated.
- 2.8 Assure that all claims made by the Client are consistent with the scope of certification; that the products, processes or services certification or certification/inspection documentation are not used in a manner that would bring NSF into disrepute; and that no statements are made regarding the certified products, processes or services that are misleading.



3. **NSF Requirements:** NSF shall:

- 3.1 Reserve the right to decline to accept an application or maintain a contract for certification when fundamental or demonstrated reasons exist. These include but are not limited to the Client participating in illegal activities or a history of repeated non-conformance.
- 3.2 Inform the Client, in advance, of the information it intends to place in the public domain.
- 3.3 Maintain information relating to the Client and products, processes or services which shall be open to inspection at its registered office.
- 3.4 Grant a Certificate of Conformity/Inspection to a Client that is valid from the date of issue until the expiry date. Continual certification (not applicable for Inspection) is subject to satisfactory performance assessed at a frequency determined by scheme owners.
- 3.5 Enforce the following, as appropriate, if the Client fails to comply with the Certification Services as amended from time to time:
 - (a) withdraw the Certificate of Conformity/Inspection or reduce its scope and inform the scheme owner of these changes
 - (b) refuse to grant a Certificate of Conformity/Inspection or extend its scope
 - (c) reserve the right to initiate legal action
 - (d) such decisions, and the grounds for them, shall be communicated to the Client in writing
- 3.6 Require the Client which is temporarily unable to comply with the requirements of the Certification Services, to discontinue the use of any mark or any claim of compliance with the relevant scheme with immediate effect until it is satisfied that conformity is again achieved or pending the results of an appeal.

4. **Costs**

- 4.1 The Client shall pay the NSF costs, which are related to the administration of the scheme as follows:
 - The relevant fee for assessments and certification, irrespective of the outcome of the assessment;
 - The scheme owner royalty if applicable;
 - The cost of any additional assessment deemed necessary;
 - The cost of any additional sampling or testing deemed to be necessary;
 - Any additional cost incurred by the Client due to non-compliance with the Certification Services;
 - The cost of any booked travel in case of assessment cancellation;
 - Pre-determined cancellation fees in the case of assessment cancellation.
- 4.2 These fees will be reviewed regularly by NSF. NSF is financed by charges of certification. Scheme owners determine the cost of scheme registration/royalties.

5. **Certification Process**



- 5.1 It is a condition of granting a Certificate of Conformity/Inspection that assessments shall be carried out to ensure that the criteria defined in the scheme standards are being met and maintained.
- 5.2 Where non-compliances to the scheme standards are identified at an assessment, documentary corrective action or a further assessment (in accordance with the scheme) may be required to maintain the certification status.
- 5.3 Changes impacting certification may result in actions such as adjustments in assessment frequency, additional enforcement actions or changes in the scope of certification.

6. **Feedback, Complaints and Appeals**

- 6.1 **Feedback** can be logged on the NSF website: [Contact Us | NSF](#), this can be positive, negative and neutral and may include comments from stakeholders.
- 6.2 **Complaints** can be registered externally by anyone at the NSF Website: [Contact Us | NSF](#) or by contacting NSF.
- 6.3 NSF recommends any complaints relating to certification are also sent to the scheme owner for their information. To view the scheme owner's complaints process, please visit the relevant website.
- 6.4 Complaints received will be actioned in accordance with the NSF complaint procedure:





- 6.5 NSF will prepare a summary for the impartiality mechanism to consider all feedback, complaints and appeals at the next meeting. Complaints and appeals will be reviewed annually by the relevant accreditation/assurance body.
- 6.6 NSF will ensure that there is no discriminatory action against a Client or other party as a result of being the subject of or involved with the investigation of a complaint.
- 6.7 Where complaints are in relation to a decision, this complaint shall be noted as an appeal and handled in accordance with the appeals process below.
- 6.8 Should the outcome of a complaint be unacceptable to the complainant, they have recourse to contact the scheme owner/accreditation/assurance body.
- 6.9 **Appeals** must be received in writing. NSF would expect this within 14 days of the notification of the decision.
- 6.10 Any supporting evidence and documentation that supports the statement of appeal must also be submitted. NSF may request additional supporting documentation to further the appeal investigation.
- 6.11 To maintain impartiality, should an appeal be generated due to an outcome of a complaint, the investigating manager will be different to the linked complaints investigating manager.
- 6.12 Should the outcome of an Appeal be unacceptable to the appellant, they have recourse to contact the scheme owner/accreditation/assurance body.