

DMC- RULES & REGULATIONS

Certificate Issuance

- 1) DIMA Certification Sdn Bhd only issue the certificate documentation to its clients under its scope of certifications.
- 2) DIMA Certification only issue the certificate to its client that has been assessed as meeting the certification standards, scheme requirements and certification procedure.
- 3) Certification documentation validity is only for 1 year and issuance of the next certification documentation will be given upon successfully closure of each non-conformities/findings and recommendation by the Lead Auditor for each stage.
- 4) For the OPMC & SCCS, a total of 5 certification documentation (certificate) shall be issue out for one complete certification cycle (5 years) to the client.
- 5) Certification documentation shall be issued upon successful payment for each stage to DIMA Certification Sdn Bhd
- 6) DIMA Certification Sdn Bhd will assume the draft of certification documentation are correct and complete if no response receives within 5 working days and proceed with the final printing of the certification documentation.
- 7) Certification documentation is issued in hardcopy can be collected in person by the client or posted to a nominated address. Certification documentation can also be emailed in digital form (non-editable PDF) at the client's request.
- 8) DIMA Certification Sdn Bhd also be responsible to send the certificate directly (by hand, in person) to the certified client. The Client is required to sign the Letter of Undertaking (DMC-LOU).

MSPO OPMC & SCCS Certified organizations duties and responsibilities

- 1) Client shall make all necessary arrangements for the conduct of the audits, including provision for examining documentation and access to all processes and areas, records and personnel for the purpose of initial certification, surveillance, recertification and resolution of complaints.
- 2) Client shall make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation auditors (Department of Standards Malaysia) or trainee auditors).
- 3) Client shall comply with certification requirements.
- 4) Clients are agreed to release audit report information to regulators.
- 5) Client Organization shall provide to the DMC all documents, information and facilities at sites as required, to enable DMC to provide its services under this Agreement and sites will be audited as per the sample plan prepared by DMC.
- 6) The Organization agrees to comply with relevant provisions of the provision of the standard and certification requirement for which the certificate is applied, with the requirements for certification-granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification. If the organization has multiple sites the agreement shall cover all the sites covered by the scope of the certification.
- 7) When requested, Organization shall make available all documents including complaint and related matters to DMC.
- 8) Client will agree to ensure that the auditors/ assessors are properly briefed about health, safety and other necessary safety hazards that they may encounter during the audits. Client will be responsible for providing them with the personnel protective / safety equipment during the audits.
- 9) The client shall agree allow and give access to Auditors and /or Certification personnel or observer to carry out any auditing activity, Inspection or investigation against any complaint
- 10) The Organization hereby warrants the completeness and accuracy of all documents and accuracy of all information supplied to DMC for the purposes of this Agreement.
- 11) Certified organization shall not apply marks to laboratory test, calibration or inspection reports, such reports are deemed to be products in this context.
- 12) The Client Organisation shall ensure compliance to these requirements while making reference to its registration or use of certification mark/logo in communication media such as Documents, brochures or advertising.

13) Client may request for suspension / withdrawal of certificate on temporary basis if they feel that their existing system does not comply / conform to the requirements of the standard.

14) Upon suspension and withdrawal of certification, the Organization shall discontinue its use of all advertising matter that contains reference to certification as directed by DMC.

15) The client shall agree to inform DMC any changes with respect to Management System, Organizational change including Legal, Commercial, Organisational status, ownership, Changes in personnel like managerial, decision making and Technical staff, change of location or address or site, changes in the certified scope and any major changes in management system and processes including additional or deletion of processes / activities, fatal incidents, serious injuries, occupational disease or legal action by a regulatory authority

16) Client Organisation has the right to complain against assessment / findings on decisions taken by DMC auditor / independent auditor.

17) Client organization have the right to appeal against any decision taken.

18) The client Organization hereby permits and covenants with DMC that it will, at all times, during the subsistence of the Agreement comply with all DMC requirements necessary for the issuance of the Certificate including (but without prejudice to the generality thereof) all statutes, rules, regulations issued by any statutory or other competent authority, all recommendations, codes and similar matters issued by any authority, pursuant to which in compliance of which or for the purpose of which the Certificate is issued or such other reasonable requirements of DMC as are necessary to enable the Certificate to be issued and maintained in force in conformity with Certification Scheme Regulations.

19) The organization shall ensure that the information provided to DMC by the organization, relevant to its management system is kept updated and it shall promptly notify DMC of any intended change in its Management system which would significantly affect the effective implementation of its management system.

20) Client Organization shall not use or present the use of certification document in a misleading manner or make such statements.

21) Client Organization shall amend all advertising matter when the sector and scope of certification has been reduced

22) Client Organization shall not allow reference to its management system certification to be used in such a way, as to imply that DMC has certified a product or services or process (unless they are certified to product certification)

- 23) Client Organization shall not imply that the certification applies to activities that are outside the sector and scope of certification.
- 24) Client Organization shall not use its certification in such a manner that would bring the certification body and/or certification system into disrepute or loose public trust.
- 25) Under the Supply Chain Certification (SCC), client has to ensure that the certified product continues to fulfil the SCC requirements.
- 26) The client shall make all necessary arrangements for the conduct of the audit, including provision for examining documentation and records, and access to the relevant equipment, location(s), area(s), personnel, and client's subcontractors; investigation of complaint
- 27) The claims made by the client regarding certification shall be consistent with the scope of certification.
- 28) The client does not use its certification in such a manner as to bring into disrepute and does not make any statement regarding its certification that the certification body may consider misleading or unauthorized;
- 29) If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme (SCC).
- 30) The client shall keep a record of all complaints made known to it relating to compliance with certification requirements and makes these records available to the certification body when requested, and takes appropriate action with respect to such complaints and any deficiencies found in products that affect compliance with the requirements for certification; documents the actions taken;

Termination Process & Immediate Termination

1. Under the DMC Rules & Regulation, DMC has the option to terminate client certification, accordant to the circumstances and conditions set in DMC M05 Certification Decision
2. DMC shall terminate its client certification for the reasons listed in the DMC Rules & Regulation or if any of these filing of any voluntary or involuntary , the scope of certification that is discontinued; failure by the client to take appropriate and timely corrective action on non-conformities that have been requested by DMC; and persistent failure by client to meet the requirements or to abide by the MSPO requirement.
3. Certification by DMC may be terminated according to these processes:
 - i. special audit (verification audit)
 - ii. certification suspension,
 - iii. certificate withdrawal,
 - iv. cancellation of certification
 - v. termination of certification (due to serious/major findings) – actions which can affect DMC accreditation
4. **Termination of Certification** (due to serious/major findings) – actions which can affect DMC accreditation. DMC can initiate immediate termination of the certification if the client does not comply according to the list as below:
 - a. MPOCC Scheme requirements (www.mpocc.org.my)
 - b. MPOB requirements
 - c. MSPO Standards (MS-2530 series & SCCS)
 - d. DMC-Rules & Regulations (dima.my)
 - e. DMC/QCA (Quotation & Certification Agreement)
 - f. Activities/Actions which can affect DMC accreditation
5. DMC shall **immediately terminate** the certification upon notice to clients, in the event of:
 - a. Client violation of any applicable law, rule or regulation;
 - b. Client failure to comply with the terms, conditions or determinations of any issue that can affect DMC accreditation
 - c. DMC determination that the MSPO requirement may be in jeopardy if this Certification / Agreement is not terminated

- d. Major findings by Department Standards of Malaysia (DSM) which can affect DMC accreditation
 - e. If DMC feel that client actions which does not co-operate with DMC
6. Upon termination, client must return back the original copy of certificate and other related documents to DMC and the right to use certificate cease.

DIMA CERTIFICATION SDN BHD