

CODE OF PRACTICE FOR PEFC COC CERTIFICATION

confidentiality and professional
ethics.

1. INTRODUCTION

These Codes of Practice have been structured in accordance with the provision and requirements set by the Standard Malaysia (hereafter refers to "Accreditation Body") whom accrediting CSIM Certification Sdn Bhd (thereafter refers to as "Certification Body") to operate PEFC COC Audit under the Malaysian Timber Certification Scheme (MTCS).

2. SCOPE

The Certification Body provides independent assessment and certification of PEFC COC Audit to confirms that the firm or companies or organizations (thereafter refers to as "Clients") are operating a dedicated mechanism by which the product that they sold to customer can be traced to its sourced which is the PEFC Certified Forest Management Unit.

The Certification Body itself may in its absolute discretion, fulfil the services of the Certification Body by its own employees or by subcontractor.

The management explicitly undertakes to:

- a) Ensure non-discrimination;
- b) Safeguard unconditional access to services within the field of operations;
- c) Ensure that criteria against which management systems evaluated are outlined in specific internationally recognized standards or other normative documents;
- d) Assume full responsibility for decisions related to the granting, maintaining, extending, suspending and withdrawing of certification;
- e) Ensure that procedures and other certification documentation does not used to impede or inhibit access by applicants;
- f) places emphasis on independence, impartiality, competence,

3. CONFIDENTIALITY

The Certification Body maintains confidentiality at all levels of its organisation concerning information obtained in the course of its business.

However, as the Notified Certification Body under the PEFC COC Scheme, CSIM is obliged to provide and report relevant information with regards to the certification status and clients details to the PEFC International and/or Malaysian Timber Certification Council (MTCC), confined to those that has been reported in the audit report.

In the event that the client provides copies of the certification documents to other stakeholders, the documents shall be reproduced in their entirety or as specified in the certification scheme.

4. ORGANISATIONAL STRUCTURE

A copy of the Management System Overview of the Certification Body, showing the responsibility and reporting structure of the organisation, and documentation identifying the legal status of the Certification Body are available on request.

No information will be disclosed to any third party unless in response to legal process or required by the MTCC or PEFC International, after providing the Client with a copy of such process or requirement.

5. REGISTRATION REQUIREMENTS

In order to obtain registration, the Client shall comply with the following procedures and rules:

- a) the Client shall make available to the Certification Body all documents, samples of products, drawings, specifications and other information required by the Certification Body to complete the

- assessment programme and shall appoint a designated person who is authorised to maintain contact with the Certification Body;
- b) the Client shall ensure that the certified product continues to fulfill the product requirements if the certification applies to ongoing production;
 - c) the Certification Body, if not satisfied that all registration requirements are met, shall inform the Client of those aspects in which the application has failed;
 - d) when the Client can show that remedial action has been taken by it, within the time limit specified by the Certification Body, to meet all the requirements, the Certification Body will arrange, at additional cost to the Client, to repeat only the necessary parts of the assessment;
 - e) if the Client fails to take acceptable remedial action within the specified time limit it may be necessary for the Certification Body, at additional cost, to repeat the assessment in full;
 - f) identification of conformity shall refer only to the sites assessed as specified in the Certificate and Assessment Schedule or other attachments, which may accompany the Certificate;
 - g) the Client shall agree that the central office shall be audited during every initial, surveillance and recertification audit as a part of the sample.
 - h) the Client shall agree to pay all fees and costs as specified in the contract;
 - i) express their readiness and willingness to accept the external observer accompanying the auditor performed the audit;
 - j) complies with the requirements of the certification body or as specified by the certification scheme whenever making reference to its product certification in communication media such as documents, brochures or advertising;
 - k) To notify the Certification Body for any change of the management system which may affect and implicate the management system of the Client;
 - l) The Client does not use its product certification in such a manner as to bring the certification body into disrepute and does not make any statement regarding its product certification which the certification body may consider misleading or unauthorized.

6. APPLICATION FOR CERTIFICATION

On receipt of a completed Application form, a proposal shall be sent to the Client outlining the scope and costs of the services together with an Agreement to Proceed with the certification process. Once the Agreement is returned, the project will be allocated to an auditor who will be responsible for ensuring that the services are carried out in accordance with the procedures of the Certification Body.

The Client shall make no claim of conformity (or near conformity) with MTCC or PEFC requirements in the area included in the scope of the evaluation until and unless a certificate is awarded.

7. CERTIFICATION

The certification body shall have the right to delay or postpone its decision on certification in order to take proper account of new or additional information which has become available to the certification body and

which has not already been considered in its evaluation report and which, in the opinion of the certification body, could affect the outcome of its evaluation.

The Certificate will normally remain valid for a period of three (3) years unless surveillance reveals that the management system, products or manufacturing process of the Client no longer meet the MTCC/PEFC standards. The MTCC retains the right to over-rule decisions of the Certification Body on the issue, suspension or withdrawal of a certificate.

8. PUBLIC INFORMATION

All information pertaining to the client's certification status will be submitted to MTCC for their information and to be uploaded onto PEFC website.

9. CERTIFICATION AND ACCREDITATION BODY MARKS

For PEFC if the certified company would like to use the PEFC logo then the company shall apply directly to the National Governing Body (NGB) in Malaysia which is the MTCC for a PEFC Logo license.

A Client's right to use any such mark shall be contingent on its obtaining and maintaining a valid Certificate in respect of the certified management system and/or products and of complying with the license agreement relating thereto.

The Client will comply with all the Certification Body's and MTCC/PEFC's conditions regarding claims, logos, certification marks and trademarks.

No claim of conformity or near conformity with the Certification Body or MTCC/PEFC's requirements may be made in respect of sites undergoing assessment or sites not specified in the Certificate and Assessment Schedule or other attachments which may accompany the Certificate. Improper use of a certification mark shall be a nonconformance.

Use of the CSIM certification mark/logo is subject to prior written approval from CSIM. Clients are required to submit a formal request via email specifying the intended use, scope, and medium of application of the CSIM mark/logo. Approval shall only be granted provided the Client holds a valid certificate and complies with CSIM's logo usage rules and conditions. Any unauthorised or improper use of the CSIM mark/logo shall constitute a nonconformance and may result in corrective action, suspension, or withdrawal of certification.

As a certificate holder, no usage of Accreditation Body Marks is allowed unless special approval is given by the Accreditation Body. Usage is of accreditation marks associated with the claim of final products in any forms being on-product and/or promotional purposes are strictly prohibited.

10. MAINTENANCE OF CERTIFICATE AND SURVEILLANCE

Periodic surveillances shall be carried out, as a minimum annually, and shall cover aspects of the management system, documentation, manufacturing and distributing processes and products at the discretion of the nominated auditor. The Client shall give access to all sites or products for surveillance purposes whenever deemed necessary and the Certification Body shall reserve the right to make unannounced visits as required. The Accreditation body reserves the right to accompany the Certification Body's assessor on any client audit and access to confidential information will not be restricted, The Client shall be informed of the results of each surveillance visit.

The Client shall investigate and maintain a register recording all complaints from customers or other interested parties, and environment and safety-related incidents reported by an enforcing authority or users relating to those covered by the Certificate and make this available to the Certification Body on request, The Certification Body retains the right to revise the requirements of certification at any time.

The Client shall be granted a period of 12 months to implement any changes arising from amendments to the Certification Body's programme, changes to the generic PEFC COC requirements, or the publication of a national PEFC COC standard.

11. CERTIFICATE RENEWAL

The Client will normally be informed of the requirement for Certificate renewal during the prerenewal visit, which is the last surveillance visit of each cycle, but sole responsibility for timely filing the renewal application shall be with the Client.

The Certification Renewal shall be commenced not later than 2 months from the date of the expiry of the certificate.

12. EXTENSION OF CERTIFICATION

In order to extend the scope of a Certificate to cover additional sites or products, the Client will be required to complete a new Questionnaire. The application procedure outlined in Clause 6 will be followed and an assessment will be carried out on those areas not previously covered. The cost of extending the scope of registration will be based on the nature and programme of work.

In order to reduce the scope of the certificate, the Client must inform the Certification Body in writing of the reasons for the reduction. The Certification Body must be satisfied that the reduction in scope does not prejudice the remaining certification. An assessment may be carried out on the remaining areas.

Following a successful assessment an amended Assessment Schedule will be issued covering those aspects covered by the extended Certificate, although the original Certificate will normally remain in force it may be necessary in some instances to issue a new Certificate, in such cases, the Client must return the superseded Certificate to the Certification Body.

13. SYSTEM/PRODUCT MODIFICATION

The Client shall inform the Certification Body, in writing, of any intended changes to the management system, products, or manufacturing processes that may affect compliance with the PEFC CoC Standards. The Client shall be required to complete and submit a Change Request Form to the Certification Body for this purpose. Upon receipt, the Certification Body shall evaluate the notified changes and determine whether additional assessment is required. Failure to notify the Certification Body of any such changes may result in the suspension of the Certificate.

14. PUBLICITY BY CLIENT

A Client may make reference in communication media that its management system or products have been certified and may apply the relevant certification mark to stationery and publicity materials relating to the scope of registration as provided in its licence agreement. The Client may not, however, apply such mark in relation to its products unless such products have been certified for product conformity.

In every case, the Client shall ensure that in its publications and advertising material no confusion arises between certified and non-certified products. The Client shall not make any claim that could mislead third parties to believe that certain products have been certified when, in fact, they have not.

15. MISUSE OF CERTIFICATE, CERTIFICATION AND ACCREDITATION MARKS

The Certification Body shall take suitable action, at the expense of the Client, to deal with incorrect or misleading references to certification or use of Certificates and certification and accreditation marks. These include suspension or withdrawal of Certificate, legal action and/or publication of the transgression.

16. SUSPENSION OF CERTIFICATE

The Certification Body may suspend a Certificate for a limited period in cases such as the following:

- a. if a Corrective Action Request has not been satisfactorily complied with within the designated time limit;
- b. if a case of misuse as described in Clause 15 is not corrected by suitable retractions or other appropriate remedial measures by the Client;
- c. if there is a recurrence of the Major Non-Conformity (NC) within the same Indicator because of the same issue; over 2 consecutive audits during the life of the certificate, or five new Major NCs are raised during a single audit;
- d. if there has been any contravention of the Proposal, Application for Certification, General Conditions for Certification Services or Codes of Practice;
- e. if products are being placed on the market in non-conforming condition;
- f. if there is a change in the Client's management such that continued compliance with the Programme Requirements is uncertain;
- g. there is sufficient and concrete evidence that the client has misuse their certification and Standards Malaysia Accreditation Marks

On suspension of the certificate the Client shall immediately cease to make any use of any MTCC/PEFC trademarks, or to sell any products that the supplier has previously labelled or marked using the MTCC/PEFC trademarks, or to make any claims that imply that they comply with the requirements for certification

Upon suspension or cancellation of certification, the client shall discontinue its use of all advertising matter that contains any reference

thereto and returns any certification documents as required by the Certification Body;

The Certification Body will confirm in writing to the Client the suspension of a Certificate. At the same time, the Certification Body shall indicate under which conditions the suspension will be removed. 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. On fulfillment of these conditions the suspension shall be lifted and the Client notified of the Certificate reinstatement. If the conditions are not fulfilled the Certificate shall be withdrawn.

All costs incurred by the Certification Body in suspending and reinstating a Certificate will be charged to the Client.

17. WITHDRAWAL OF CERTIFICATE

A Certificate may be withdrawn if (i) the Client takes inadequate measures in case of suspension; or (ii) the Client terminates its contract with the Certification Body; or (iii) the client declared that they goes out of business. In either case, the Certification Body has the right to withdraw the Certificate by informing the Client in writing. The Client may give notice of appeal {refer Clause 19) In cases of withdrawal:

- a) the Client must return all copies of the Certificate to the Certification Body;
- b) no reimbursement of assessment fees shall be given, and
- c) withdrawal of the Certificate shall be published by the Certification Body and notified to the appropriate Accreditation Body.
- d) The Certification Body reserves the right to initiate legal action if the certificate holder does not comply with all of the requirements of the Certification Body.

On withdrawal of the certificate, the

Client shall:

- a) immediately cease to make any use of any MTCC/PEFC trademarks, or to sell any products that the supplier has previously labelled or marked using the PEFC trademarks, or to make any claims that imply that they comply with the requirements for certification;
- b) return the certificate to the certification body;
- c) at its own expense remove all uses of MTCC/PEFC's name, initials, logo, certification mark or trademarks from its products, documents, advertising or marketing materials;
- d) cooperate with the certification body and with the Accreditation Body in order to allow the certification body or the Accreditation Body to confirm that these obligations have been met.

18. CANCELLATION OF CERTIFICATE

A Certificate will be cancelled if the Client advises the Certification Body in writing that it does not wish to renew the Certificate or no longer offers the products or the Client does not timely commence application for renewal.

In cases of cancellation no reimbursement of assessment fees shall be given and cancellation of the Certificate shall be published by the Certification Body and notified to the appropriate accreditation body, if any.

19. APPEALS

If, for any reason, notification is given which may result in a Certificate not being issued, suspended or being withdrawn, the Client has the right to appeal. Notification of the intention to appeal must be made in writing and received by the Certification Body within seven days of receipt of notification of the non-issue, suspension or withdrawal of

the Certificate.

An Appeals Form will be sent to the Client for completion and must be returned to the Certification Body within 14 days of receipt, supported by relevant facts and data for consideration during the Appeals Procedure.

All appeals are forwarded to the Certification Body and are put before a Certification Committee. The Certification Body shall be required to submit evidence to support its decision to withhold, suspend or withdraw the Certificate.

The decision of the Certification Committee shall be final and binding on both the Client and the Certification Body. Once the decision regarding an appeal has been made, no counter-claim by either party in dispute can be made to amend or change this decision.

In instances where the appeal has been successful and the Certificate issued or reinstated, no claim can be made against the Certification Body for reimbursement of costs or any other losses incurred as a result of the withholding, suspension or withdrawal notification.

20. COMPLAINTS

If a Client has cause to complain regarding the conduct of employees of the Certification Body, the complaint shall be made in writing, without delay, and addressed to the Certification Body's General Manager. If the complaint is made against the Certification Body's General Manager, the letter of complaint shall be addressed to the Certification Body's Director.

The Client may submit the complaint using CSIM's Grievance Form, which is available on CSIM's website (csimcert.com) or may be provided upon request.

THE CERTIFICATION BODY RESERVES THE RIGHT TO ADD TO, DELETE OR CHANGE THESE CODES OF PRACTICE WITHOUT PRIOR NOTIFICATION.

ALL SERVICES ARE PERFORMED ACCORDING TO THE GENERAL CONDITIONS FOR CERTIFICATION SERVICES.

I, the undersigned, hereby accept the conditions set out
in this document:

Name: _____

Organisation: _____

Signature: _____

Date: _____

-End of Document-