

**CERTIFICATION BODY**

**MYCERT**

**MYCERT**

**ISO 17065:2012**

**K-2 GENERAL REGULATION CERTIFICATION**

### TABLE OF CONTENTS

1. Introduction.....	3
2. Scope - Accreditations.....	3
3. Certification .....	3
4. Catalog of Inspected Products – Processes – Services & Certified Companies .....	4
5. Certification Process.....	4
6. Surveillance .....	4
7. Changes Affecting Certification.....	4
8. Certificate Maintenance – Notification Obligations .....	5
9. Certificate Renewal .....	5
10. Certificate Validity .....	5
11. Certificate Termination, Reduction, Suspension, or Withdrawal .....	5
12. Customer Rights .....	7
13. Customer Obligations.....	8
14. Responsibilities of MyCert .....	8
15. Use of MyCert Certification Logo: .....	9
16. Payment – Cost Estimate: .....	10
17. Revisions of this Regulation: .....	10
18. Use of the CYS-CYSAB Logo:.....	11
Annex I.....	12

### **1. Introduction**

**1.1** MyCert provides inspection and certification services for products, processes, and services in accordance with legislative requirements and Harmonized (hEN) or Non-Harmonized European (CEN, CENELEC) or other Equivalent (ISO, DIN, BS, ASTM, etc.) Standards and Technical Specifications.

**1.2** Specific requirements for the certification of conformity of products, processes, and services are referenced case by case in the relevant standards under which the client is certified.

**1.3** The Quality Management System (QMS), concerning the mentioned activities, is briefly presented in the MyCert quality manual and complies with the requirements of ISO 17065:2012.

**1.4** MyCert's QMS ensures, in accordance with its statutes, that the above activities do not conflict with its other activities, and the impartiality, independence, and integrity of its decisions are not compromised.

### **2. Scope - Accreditations**

**2.1** This General Certification Regulation describes the competencies of MyCert as an accredited Certification Body for products, processes, and services, as well as the obligations of clients arising from their certification.

**2.2** MyCert holds the necessary accreditations in the areas specified in Annex I and identified in its Official Scope of Accreditation.

**2.3** This General Regulation of MyCert is a document to which every client receiving a certificate of conformity must comply.

### **3. Certification**

**3.1** The processes of inspection, certification, and issuance of Certificates applied by MyCert for Products/Processes/Services comply with the requirements of this Regulation and the normative documents (legislation, standards, COPP regulations, etc.) related to certification on a case-by-case basis.

**3.2** MyCert's Certificate for a specific product, process, or service indicates that the product, process, or service meets specified standards, specifications, legislation, or other normative documents and requirements of the Quality System.

**3.3** The continuous compliance of inspected products, processes, and services with the respective technical standards is the exclusive responsibility of the respective Client.

**3.4** MyCert may collaborate with other Inspection-Control Bodies, laboratories, or international organizations for the issuance of Inspection Certificates. It may also enter into agreements of mutual recognition of certificates and/or recognize Certificates and Compliance Marks of other European or international organizations and networks.

#### **4. Catalog of Inspected Products – Processes – Services & Certified Companies**

**4.1** MyCert maintains a Catalog of Products/Processes/Services inspected by them and Certified Companies, with standardized documents, aiming to disclose the issuance and monitor the maintenance of the Certificates issued by them.

#### **5. Certification Process**

**5.1** The process of issuing Certificates for Products, Processes, or Services includes the following stages:

- Certification Application - Offer-Contract
- Inspection
- Approval of the inspection results
- Certificate Issuance, following the resolution of any non-conformities

**5.2** The person responsible for the certification decision is the Certification Director, following a positive recommendation from the Technical Director.

**5.3** The certification decision is solely and exclusively the responsibility of the Certification Body and is not delegated to subcontractors.

#### **6. Surveillance**

**6.1** When the client desires to maintain their certification and use the relevant mark on products, documents, etc., MyCert conducts annual surveillance inspections to assess the client's compliance with certification requirements and the validity of the fulfillment of the process.

#### **7. Changes Affecting Certification**

**7.1** When the certification system introduces new or revised requirements affecting the client, the certification body ensures that these changes are communicated to all clients. The certification body verifies the implementation of changes by its clients during inspections and takes necessary measures required by the system.

**7.2** The certification body examines other changes affecting certification, including changes initiated by the client, and decides on the appropriate action. Changes affecting certification may include new information about compliance with certification requirements obtained by the certification body after certification has been established.

**8. Certificate Maintenance – Notification Obligations**

**8.1** The validity of the Certificate for the period it was issued is contingent upon the client's continuous commitment that there have been no modifications that could affect the conformity of products, processes, or services with the requirements applicable at the inspection, such as:

- Changes to the product or production method, or the implementation of the process or service
- Relocation of the inspected entity
- Changes in ownership or the organization and operation of the inspected entity
- Changes in the Quality Management System (QMS).

**8.2** Throughout the certificate's validity, the client must inform the Certification Department of the Certification Body in writing about any planned modifications or redesigns to the product, process, or service, and any legal or administrative changes affecting the implementation of the QMS.

**8.3** The Certification Department assesses the extent to which changes may affect compliance requirements and decides whether additional assessment is necessary.

**9. Certificate Renewal**

**9.1** One month before the certificate expires, the client must complete the annual surveillance process or inform MyCert of their intention to discontinue the use of the certificate.

**10. Certificate Validity**

**10.1** The certificate is valid for three years, unless otherwise specified by the normative document (standard, legislation) for which the client is certified.

**10.2** The certificate includes all information required by ISO 17065.

**10.3** In the case of the relocation of the certified unit, the certificate is immediately suspended and reissued after an inspection of the new installation.

**11. Certificate Termination, Reduction, Suspension, or Withdrawal**

**11.1** When non-compliance with certification requirements is substantiated, whether as a result of an inspection or by other means, the certification body examines and decides on appropriate action. This may include:

- Continuation of certification under conditions specified by the certification body (e.g., increased surveillance)

- Reduction of the scope of certification by eliminating non-compliant products, processes, or services
- Suspension of certification pending corrective measures by the client
- Withdrawal of certification.

**11.2** In the case of Certification Withdrawal, the client must reapply for certification if they desire recertification.

**11.3** If certification is terminated (at the client's request), suspended, or withdrawn, the certification body takes the following actions:

a. Notifies the client in writing about the withdrawal or suspension of certification, the reasons for it, and the effective date of suspension or withdrawal. In the case of temporary suspension, it specifies the conditions for lifting it.

b. Informs the client that displaying the certification and using the certificate is not allowed, and they can no longer use certification characteristics (logo, statements, announcements, etc.) in their documents, public information, website, and wherever there is a possibility of consumer deception.

c. In the case of withdrawal, informs the client that they are required to return all original Certificates to MyCert.

d. Updates its website and any other relevant medium to announce the suspension or withdrawal of certification to the public.

e. Conducts periodic checks at random intervals to verify the client's compliance with the corrective actions specified by this regulation. In case of deviation, the certification body takes civil and/or legal actions at its discretion. The Management of MyCert may also decide on a case-by-case basis additional actions required regarding the products, processes, and services that have already been certified, such as informing the Competent Authority, explanatory labeling, and other actions as needed.

**11.4** In the event that Certification Suspension is required, the necessary time for the client to submit approval and implementation of corrective actions may vary depending on the causes that led to them. If the corrective measures taken are deemed insufficient, MyCert may give a new deadline of up to 28 days for the implementation of additional corrective actions before the final Withdrawal of Certification. In the case of the client's non-compliance with the agreed terms for lifting the Suspension, MyCert proceeds to the definitive Withdrawal of Certification.

**11.5** If certification is reinstated after suspension, the certification body makes all necessary modifications to official certification documents, public information, trademark licenses, etc., to ensure that all appropriate indications exist that the product continues to be certified. If a decision is made to reduce the scope of certification as a condition for reinstatement, the certification body makes all necessary modifications to official certification documents, public information, trademark licenses, etc., to clearly communicate to the client and specify in the certification documentation and public information.

**11.6** Depending on the cause, the following table is followed for the definitive Withdrawal of Certification following temporary Suspension.

Situation Requiring Suspension	Maximum Allowable Suspension Period Before Certification Withdrawal
Customer's Desire	10 calendar days
The certification body deems that the installation or product does not comply.	Immediate Withdrawal
Violation of approved technical specifications.	60 calendar days
Non-payment of fees.	30 calendar days
Inability to meet other certification requirements.	1-120 calendar days
Urgent need for compliance with new requirements.	Negotiable with Certification Department
Unlawful/misleading use of Certification (Logo or Certificate).	90 calendar days
Changes to certified products affecting their compliance with certification requirements.	90 calendar days
Provision of inaccurate information to MyCert regarding the installation/product under certification.	Immediate Withdrawal

## 12. Customer Rights

**12.1** The holder of the Certificate for Products/Processes/Services has the right to use it for professional purposes, especially in cases of bids, agreements, order confirmations, for

promotional purposes, and as evidence of compliance of specific products, processes, or services with the respective requirements.

### **13. Customer Obligations**

**13.1** Before and after acquiring the Certificate, the customer is obligated to:

- Implement within the specified timeframe and effectively apply corrective actions to address identified non-conformities, providing relevant information to MyCert.
- Declare and display Certificates only for products, processes, or services that have been inspected and certified.
- Avoid using the certification or making any statements related to it in a misleading manner.
- Cease, within the specified timeframe set by MyCert, any use, advertising, and reference to the Certification if it is recalled or suspended for any reason.
- Promptly return any certification documents if the issued certificate is recalled for any reason.
- Immediately cease any use of the Certificate in case of non-compliance with the requirements of the standard documents used as the basis for certification.
- Recognize certificates issued by MyCert for other businesses.
- Facilitate inspection procedures by providing necessary organizational measures and making relevant documentation and responsible personnel available to inspectors.
- Maintain a file with complaints or reports received regarding the compliance of products, processes, or services, keep records of corrective actions, and provide relevant files to MyCert when requested.
- Inform MyCert of changes affecting its ability to comply with certification requirements.
- Adhere to the requirements of this Regulation.

### **14. Responsibilities of MyCert**

**14.1** Obligations

- Conduct inspections and certifications in a valid, objective, confidential, and impartial manner.
- Ensure that personnel and external collaborators participating in assessment processes have adequate qualifications (education, specialization, and experience) and operate within the framework of Impartiality and Confidentiality.



- Be responsible for the selection, training, evaluation, and supervision of inspectors, organizing inspections, and making decisions regarding the certification of products, processes, or services in line with applicable requirements.
- Provide guidance to inspection teams and ensure a uniform approach in interpreting the requirements of legislation, standards, and regulations.
- In case a customer complains about the objectivity of a specific inspector, MyCert conducts a new review at its own expense and with a different inspection team.
- Maintain documented procedures and a file for complaints from its customers and the corresponding corrective actions taken to address the complaint.
- Certificates issued by MyCert are valid in all European Union member states. MyCert is not responsible if third countries do not fully recognize the issued certificates.

### **14.2 Responsibility:**

- MyCert holds professional liability coverage for the inspection/certification services it provides.
- MyCert is not liable for any potential defects in certified client products, processes, or services.
- MyCert cannot be held responsible for the partial or complete non-recognition of the Certificate it has issued.

### **15. Use of MyCert Certification Logo:**

**15.1** After the issuance of the certificate by the Certification Body or the signed relevant certification confirmation by the Certification Director, the certified client is granted the right to use the certification logo for products/processes/services. (A certificate is issued in cases where certification is not required, or the inspection is completed, and the certificate issuance is pending for procedural or bureaucratic reasons).

**15.2** The right to use the logo applies exclusively to the products, processes, or services inspected by MyCert and receiving certification, and it is not allowed to be used for others beyond these (e.g., clothing, etc.).

**15.3** The certification body's logo can only be used in the form provided by MyCert. During usage, it must be distinct and easily recognizable, and the certified client is not authorized to make any changes to it. Proper use of the certification logo is mandatory during the certified client's annual inspections and, at the discretion of MyCert, on an ad-hoc basis.

**15.4** The use of the certification logo is exclusive to the certified client, and the logo or the usage right cannot be transferred, sold, assigned, or otherwise disposed of for any reason, in

whole or in part, with or without compensation, to any third party, universal, special successor, collaborating or affiliated business, to a succeeding or any other organizational and functional structure or unit, installation, or operation without the prior written approval of MyCert.

**15.5** The same applies if the certified client changes its name, legal form, corporate type, or other substantial elements of identity, or if, for any reason, it ceases to exist even temporarily and, subsequently, resumes operations with the same or a different name, legal form, corporate type, or other substantial elements of identity. If the client desires such a transfer, a written request must be submitted to MyCert to secure its prior written consent.

**15.6** If deemed necessary, at the absolute discretion of MyCert, a re-inspection may be conducted at any time at the facilities to which the usage right is transferred. The certificate or confirmation of conformity and the logo can be revoked at any time, following the regulations.

**15.7** If the client produces products, provides processes or services, or possesses other facilities, operations, organizational and functional units beyond those inspected, the use of the logo in those cases is not permitted. The logo can only be used for the services, processes, and products specified in the scope of certification and that have been inspected.

**15.8** Any deviation from the above terms may result in immediate measures by the Certification Body. The client is informed in writing by the Certification Director about corrective actions to be implemented and the timeline for their implementation. Non-compliance may lead to the suspension or withdrawal of certification, informing relevant authorities, and potential legal consequences.

**16. Payment – Cost Estimate:**

**16.1** The costs for inspection, issuance, and maintenance of certificates are detailed in the service price list for Inspections and Certification provided by MyCert.

**16.2** Failure by the client to adhere to the financial terms constitutes grounds for terminating the collaboration and revoking the issued certificate.

**17. Revisions of this Regulation:**

**17.1** This General Regulation for the Certification of Products – Processes – Services may undergo changes or revisions, either partially or entirely.

**17.2** Any changes or revisions are communicated in writing to clients who have been granted a certificate, specifying the timelines for adapting to the new requirements. In cases of

disagreement with the mentioned changes, the client can request in writing the suspension of certification.

**18. Use of the CYS-CYSAB Logo:**

**18.1** MyCert is authorized to use the National Accreditation Logo of the Cyprus Organization for the Promotion of Quality (CYS-CYSAB) following the guidelines of the CYS-CYSAB Accreditation Regulation (Regulation for Accreditation-R01/4th edition/04.04.2022) at its own responsibility.

### Annex I

The accredited inspection and certification scopes of MyCert pertain to:

Scope	Standard	Comments
Production of milk in livestock units and the manufacturing of dairy products in industrial units.	Animal Welfare Quality Standard	

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