

**TERMS AND
CONDITIONS FOR
THE NATIONAL
MANAGEMENT
SYSTEMS
CERTIFICATION
SCHEME**

**TERMS AND CONDITIONS FOR THE NATIONAL
MANAGEMENT SYSTEMS CERTIFICATION SCHEME**

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TERMS AND CONDITIONS FOR THE NATIONAL MANAGEMENT SYSTEMS CERTIFICATION SCHEME

1 INTRODUCTION

- 1.1 These Terms and Conditions relate to the National Management Systems Certification Scheme for the certification by the Mauritius Standards Bureau of firms according to MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001 , MS ISO 14001 and OSHAS 18001.
- 1.2 The Terms and Conditions form part of the agreement between on the one hand MSB and on the other hand each applicant and registered firm.
- 1.3 These Terms and Conditions are intended to be consistent with the MSB Act, and the Regulations made under the Act. If and to the extent that there is any inconsistency between any of these Terms and Conditions with reference to the MSB Act and the Regulations, the MSB Act and the Regulations will prevail.
- 1.4 The Council of Mauritius Standards Bureau may vary these Terms and Conditions at any time by notifying the Client or registered firm, including any variation necessary to satisfy any directive given to the Mauritius Standards Bureau by an accreditation authority.

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2 DEFINITIONS

For the purpose of these Terms and Conditions

- 2.1 **Applicant** means a person or a firm applying for a certificate of registration under the National Information Security Management System Certification Scheme.
- 2.2 **Assessment** means a verification of the effectiveness of the management system operated by an applicant or a registered firm through the examination of materials, processes, finished products, methods of test, records, systems, services and other activities established by the applicant or registered firm within its management system. It includes documentation review, onsite audits [initial (stage 1 and stage 2), surveillance and re-certification audits] and preparation of audit report.
- 2.3 **Bought In and Supplied On** means the action of purchasing goods, processes or services from another firm for supply to a customer unchanged.
- 2.4 **Certificate of accreditation** means a written statement, the use of which is granted by an accreditation body to a certification body in order to demonstrate that the accreditation body has concluded that both the certification body and one or more of the certification schemes stated on the certificate, meet the accreditation criteria.
- 2.5 **Certificate of registration** means a document issued by the Director in recognition that the management system operated by the firm is in accordance with the Regulations and these Terms and Conditions.
- 2.6 **‘Client’** means the company, organization or individual seeking a certificate of registration.
- 2.7 **Surveillance Audit** means the process of conducting an assessment on a registered firm, which is confined to selected parts of its management system on any one visit but which, over the course of a series of visits, addresses the whole management system.
- 2.8 **Contract** means the Contract between Mauritius Standards Bureau and the Client resulting from the Client’s application for a certificate of registration.
- 2.9 **Council** means the Standards Council established under section 5 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.10 **Director** means the MSB chief executive officer appointed by the Standards Council to be the Director of MSB and, for the purposes of these Terms and Conditions the Director may delegate his powers with the approval of the Council of the MSB to a specified member of his staff whom he may from time to time to perform any function under 5.3, 5.4, 6.3, 6.5 to 6.10 inclusive hereunder.

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- 2.11 **QMS** means Quality Management System as per MS ISO 9001.
- FSMS** means Food Safety management System as per MS ISO 22000 or MS 133 (HACCP).
- ISMS** means Information Security Management System as per MS ISO/IEC 27001.
- EMS** means Environmental Management System as per MS ISO 14001.
- OHSAS** means Occupational Health and Safety Management System as per MS OHSAS 18001
- 2.12 **MSB** means the Mauritius Standards Bureau established under section 3 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.13 **Minister** means the Minister to whom responsibility for the subject of Industry is assigned.
- 2.14 **Product** means the goods, process and/or service provided by an applicant or registered firm.
- 2.15 **Registered firm** means a person or a firm holding a valid certificate of registration issued under section 22 of the Mauritius Standards Bureau (Amendment) Act 1999.
- 2.16 **Regulations** mean the Mauritius Standards Bureau (National Management Systems Certification Scheme (Amended)) Regulations 2009.
- 2.17 **Registered firm symbols** means that symbols depicted in the First Schedule of the Regulations.
- 2.18 **Scope of registration** means that range of activity of a registered firm that may be stated in the annex attached to its certificate of registration.
- 2.19 **Site** means the location of manufacture of product or of performance of a process or service in relation to the management system.
- 2.20 **“Stage 1 Audit”** includes but is not limited to a review of the client’s management system documentation. It also evaluates the level of implementation of the management systems and provides a focus for planning the stage 2 audit.
- 2.21 **“Stage 2 Audit”** evaluates the implementation, including effectiveness of the client’s management system.

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3 CERTIFICATION SERVICES

- 3.1 The Client shall complete an application form, which on acceptance by MSB shall form a Contract. (As per second schedule of Regulations.)
- 3.2 Under the Contract, MSB agrees to provide and the Client agrees to accept the Certification Services requested by the Client.
- 3.3 MSB shall inform the registered firm of changes to surveillance frequency, statement of fees, these Terms and Conditions, standards relevant to the certificate of registration, the regulations under which certificate of registration is offered, and MSB scope of accreditation.
- 3.4 In the event of changes notified in 3.3, MSB shall inform the registered firm of any period in which any required changes shall be implemented.

4 CERTIFICATES OF REGISTRATION

- 4.1 The certificate of registration issued to a firm shall be as approved by the Standards Council. It shall state the address of the firm's premises at which registration has been granted. A separate certificate of registration is required in respect of the address of each autonomous premises at which, or from which the firm controls its business (see 4.3.2).
- 4.2 Each certificate of registration may be accompanied by an annex, which shall record the scope of registration of the firm at that address.
- 4.3 The scope of registration given in the annex to the certificate of registration shall state:
 - 4.3.1 The range of that firm's capability which has been assessed. That range shall be expressed in terms of the product range available to this customers with regard to each appropriate activity defined by the "Nomenclature Générale des Activités Economiques dans les Communautés Européennes (NACE)".
 - 4.3.2 The address and scope of any satellite site which are operated through the management system of the registered firm, which are not themselves autonomous and from which it controls the supply of processes or services which are the subject of its certificate of registration.

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- 4.4 The certificate of registration and its annex are personal to the firm to which they have been issued, which firm shall not transfer any right to them (subject to 7.19) nor give permission to a third party to use the registered firm symbol, except with the approval of the Director.
- 4.5 The certificate of registration shall remain the property of MSB.
- 4.6 On being issued with a certificate of registration a registered firm shall have the right, subject the Regulations and to these Terms and Conditions, to state it is a MSB registered firm and display the appropriate registered firm symbol in accordance with the requirements of the annex.
- 4.7 A registered firm may also display the logo of the accreditation body if the Bureau has been accredited for that scope sector. Such display must be according to the requirements of the accreditation body.
- 4.8 The certificate of registration shall be valid for a period of three years from its date of issue and may be renewed for a further period of three years on payment of the renewal fee as specified in the Schedule of Third Regulations.

5 OBLIGATIONS OF AN APPLICANT

- 5.1 An applicant shall provide for the Director;

Documentation of the system

- 5.1.1 A completed application form, as laid down in the Regulations;
- 5.1.2 the system documentation in respect of MS ISO 9001, MS 133 (HACCP), MS ISO 22000, MS ISO/IEC 27001, MS ISO 14001 or MS OHSAS 18001 and the scope of business activity, for which the application has been made;
- 5.1.3 the names of the management representatives as required in 7.7.

Specialised personal safety requirement

- 5.1.4 A list of those processes for which specialized personal protective equipment and training is required (see also 7.10);

Proposals for using the registered firm symbol

- 5.1.5 The procedures and processes within the management system for controlling the display of the registered firm symbol in promotional material shall be in accordance with the requirements set out in the annex

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Payment of fees

- 5.2 An applicant shall pay to the Director;
 - 5.2.1 a non-refundable application fee as specified in the Regulations together with a completed application form;
 - 5.2.2 on receipt of an estimate, the fee for the assessment of the firm. Such fee shall cover the Bureau's costs for this activity, whether or not resulting in the issue of a certificate, and shall not be returnable unless work for which the fee is paid is not carried out.

Assessment of the applicant

- 5.3 The applicant shall make available to the Director for assessment access to all those places at which the activities described in the management system are carried out.
- 5.4 During an assessment visit, an applicant shall demonstrate to the Director through the practical implementation of the management system, that it;
 - 5.4.1 carries on a regular business in the scope of activity for which it has applied;
 - 5.4.2 has a documentation system which it complies, which fulfils the requirements of MS ISO 9001, MS ISO 22000, MS 133 (HACCP) MS ISO/IEC 27001, MS ISO 14001 or MS OHSAS 18001 for which the application was made.

Insurances

- 5.5 The applicant shall indemnify MSB against all financial loss as identified under 7.11 and maintain such insurances as are required under 7.11.

Duration of application

- 5.6 An application for a Certificate of Registration shall last for a period of twelve months.

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6 THE DIRECTOR'S OBLIGATIONS

- 6.1 The Director shall, without prejudice to any other rights which he may have, perform the obligations stated below.

Issue of certificates

- 6.2 Where in the opinion of the Director the standard selected by the applicant is not appropriate to the scope of activity for which application has been made, the Director shall inform the Applicant of same and if the Director may deem fit, the Director may decline to proceed with such an application.
- 6.3 Subject to 5.2 the Director shall require the applicant to demonstrate, during an assessment, that the management system satisfies the selected standard within the scope for which it has applied.
- 6.4 The Director shall issue a certificate of registration to any applicant who satisfies the Council that it
- carries on a regular business within the scope for which the application was made, and
 - has a management system, with which it complies.

Post-registration surveillance of registered firms

- 6.5 For the purposes of surveillance and in order to ascertain whether the obligations imposed by the Regulations and the present Terms and Conditions are being complied with, the Director shall delegate his representative for surveillance audits on the premises of the registered firm. Surveillance audit will be conducted at least once a year. The date of the first surveillance audit following initial certification shall not be more than 12 months from the last day of the Stage 2 audit.
- 6.6 The Director shall inform the registered firm of the frequency of surveillance relating to its certificate of registration. Reasons shall be provided for any change which increases the surveillance frequency.

Requirement of undertakings

- 6.7 The Director may require, as a condition of issuing or maintaining a certificate of registration, the giving to him of undertakings regarding corrective action to the applicant's or registered firm's management system.

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Notification of changes

- 6.8 The Director shall inform the registered firm of changes to:
- 6.8.1 The surveillance frequency, as given under 6.5;
 - 6.8.2 the statement of fees, as given under 10.5;
 - 6.8.3 MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001, MS ISO 14001 or OHSAS 18001;
 - 6.8.4 these Terms and Conditions;
 - 6.8.5 the Mauritius Standards Bureau (National Management Systems Certification Scheme) Regulations 2009;
 - 6.8.6 MSB scope of accreditation.
- 6.9 In the event of changes referred to in 6.8.3, 6.8.4, 6.8.5 and 6.8.6, the registered firm shall be informed of the period within which the changes shall be implemented. Where the registered firm is unable to comply with the period of adjustment specified under 6.9.1 the provisions of 6.14 shall apply.
- 6.9.1 The Director shall give the registered firm a period of not less than six months in which to incorporate the changes.

Confidentiality

- 6.10 The Director shall use all reasonable endeavours to keep confidential and not to disclose to any third party information concerning the applicant or registered firm which is of a confidential nature, unless required to do so by Law.

Publicity and promotion

- 6.11 The manner in which the registered firm symbol may or may not be represented and the way in which the registered firm uses any description in close association with the registered firm symbol shall be in accordance with the Regulations and the procedures set out in the annex.

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Complaints about the registered firm

- 6.12 The Director may notify the registered firm of customer complaints (Refer to Annex 2) relating to the conformity or non-conformity of his management system or product.

Administration of services

- 6.13 The Director shall exercise reasonable skill and care in the execution of such rights and duties delegated to him under these Terms and Conditions and in particular in making any appointment of a person. However the Director shall under no circumstances be personally liable for the acts and/or omissions of any person delegated/appointed by him pursuant to the provisions of the present Terms and Conditions.

6.13.1 MSB shall not be liable for any indirect, consequential or purely economic losses howsoever they may arise.

6.13.2 MSB shall have no obligations, duties or liabilities pursuant to or in respect of any certificate granted under these Terms and Conditions other than those expressed herein and in the Regulations.

Certificate of registration: suspension, withdrawal, reducing the scope of registration or refusal to issue

- 6.14 The Council may, if a registered firm or applicant fails to comply with the Regulations or any of these Terms and Conditions and subject to the provisions of section 8, take such action as it deems appropriate, including:

6.14.1 Suspending, withdrawing or reducing the scope of the certificate of registration;

6.14.2 refusing to issue a certificate of registration

Such decisions, and the grounds for them, shall be notified to the registered firm or the applicant, in writing.

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7 A REGISTERED FIRM'S OBLIGATIONS

General

- 7.1 A registered firm shall at all times comply with the Regulations and with these Terms and Conditions and with any decision, requirement or notification by the Director arising from them.
- 7.2 A registered firm shall pay those fees as appropriate to it under section 10.

Documentation of the management system

- 7.3 A registered firm shall maintain and document its management system with which it shall comply. Copies of all or any part of the documented management system shall be made available to the Director as and when required.
- 7.4 A registered firm shall only vary the management system if the result of such variation is that the amended management system will be in accordance with the standard and provided that prior notice of such variation is given in writing to the Director. The Director reserves the right to make a special visit to assess changes to the management system which, in his opinion, could significantly affect compliance with the standard.
- 7.5 A registered firm shall establish and maintain within its management system its policy and procedures for Bought In and Supplied On in relation to its scope of registration. That policy shall include the requirement to inform the customer if the alternative supplier is not registered by MSB or another accredited certification body, or its scope of registration does not include that product. It shall inform the Director of changes to the firm's policy; the Director reserves the right to withhold or withdraw registration where that policy is used to mislead, regarding the source of the product or the scope of the firm's registration.
- 7.6 A registered firm shall keep records as required by the standard and retain them for the period defined by Law in Mauritius, whichever is the greater.

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- 7.7 A registered firm shall nominate for the Director's records a management representative and one or more deputies authorized to act in the main nominee's absence (and replacement nominees as may be necessary) who shall be responsible for all matters in connection with the management system of the registered firm and who shall, upon each visit by the Director, sign a declaration to the effect that any changes in the management system, or other matters relevant to the Terms and Conditions under which the certificate of registration is held, including customer complaints, have been notified to MSB.

Registration assessment, surveillance and corrective actions

- 7.8 A registered firm shall give the Director access during normal working hours to those premises to be assessed under 5.3 and for surveillance required by 6.5, such access being for the purpose of, but not limited to, examining materials, processes, finished products, methods of test, records, systems and services, including the system for actioning complaints received, or establishing that the procedures for the termination of certificates, as described in 7.21, have been carried out.
- 7.9 On being required to take corrective action, a registered firm shall promptly initiate the planning and introduction of all necessary corrective actions to resolve the issue and prevent recurrence in respect of all cases of non-compliance in the management system as notified to the registered firm by the Director.
- 7.9.1 A registered firm shall carry out those actions arising from 7.9 as soon as possible and in any event within the period required by the Director.
- 7.9.2 A registered firm shall inform the Director, either as required by 7.4 or 7.5 or as the Director may request, regarding the corrective action taken.

Safety requirements

- 7.10 The applicant or registered firm shall notify the Director of any processes where the staff are required to wear personal protective equipment other than safety footwear or safety spectacles. During an assessment or surveillance visit the applicant or registered firm shall provide the Director with such personal protective equipment, together with training in its correct use where

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necessary. The Director shall be notified of changes to the requirements for use of personal protective equipment.

Indemnities and insurances

- 7.11 7.11.1 A registered firm shall indemnify MSB against all financial losses and reimburse other costs which MSB may reasonably incur as a result of the registered firm's failure to comply with these Terms and Conditions. This condition shall remain binding on the registered firm after the termination of the certificate of registration for whatsoever cause.
- 7.11.2 An applicant or registered firm shall indemnify MSB in respect of any damages which may be agreed or awarded against MSB, arising in the course of assessments. Such indemnity shall not be applicable if the applicant or registered firm is not responsible for damage caused.
- 7.11.3 The applicant or registered firm shall maintain such insurances as are necessary and to the level required to cover the indemnities referred to above. As and when it is reasonably required to do so, the applicant or registered firm shall produce documentary evidence for inspection by the Director that the insurances required by this clause are properly maintained.

Publicity and promotion

- 7.12 A registered firm shall use the registered firm symbol, or claim by implication that it is entitled to use it, or claim compliance with "The National Management Systems Certification Scheme" only from the address stated on the certificate and in respect of the scope stated in the annex to the certificate of registration, in accordance with the requirements set out in the annex.
- 7.13 A registered firm shall use the logo of the accreditation body if its certificate of registration is within the scope of accreditation. Such use shall be in accordance with the requirements of the accreditation body.
- 7.14 The registered firm shall ensure its name and certificate number appears in association with the registered firm symbol and shall ensure that the registered firm symbol does not appear on or in association with the product (see annex).
- 7.15 A registered firm shall make no statement with reference to the registered firm symbol which in the opinion of the Director might be misleading.

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- 7.16 A registered firm shall discontinue any use of the registered firm symbol which is unacceptable to the Director and any reference to “The National Management Systems Certification Scheme” which in the opinion of the Director might be misleading.
- 7.17 A registered firm shall ensure that:
- 17.1 it claims, through its publicity, only to be registered under “The National Management Systems Certification Scheme” in respect of the scope of registration given in annex to its certificate of registration;
- and
- 7.17.2 the product(s) it provides shall at all times conform with the relevant agreed specification(s).

Changes to the certificate of registration

- 7.18 A registered firm shall forthwith notify the Director in writing of any change in its name or company registration number, or in the effective control of the registered firm and provide any information and/or documentation in relation thereto as the Director may reasonably require.
- 7.19 A registered firm shall not dispose of, sub-licence, assign, transfer or otherwise deal with its registration, nor confer any privileges, benefits or rights (if any) arising therefrom, without the prior approval in writing of the Director.

Termination of registration

- 7.20 A registered firm shall, if it does not intend to renew the certificate of registration at the end of any licensing period, notify the Director in writing of its intention not to do so at least two months before the expiry.
- 7.21 A registered firm shall, upon the termination of its registration for whatever reason, forthwith discontinue the use of the registered firm symbol and accreditation logo, if applicable and all promotional material which contains it or any reference to it and shall return the certificate of registration to the Director.

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8 APPEAL

- 8.1 Where an applicant, registered firm, or any person who is aggrieved by any decision of the Council or Director including-
- a) refusing an application,
 - b) suspending or revoking a certificate of registration,
- and who wishes to appeal against such decision, may appeal to the Minister who may confirm, amend or set aside a decision of the Council.
- 8.2 Such appeal shall be lodged in writing at the Ministry of Industry, Small and Medium Enterprises, Air Mauritius Centre, Port Louis, Mauritius, and where relevant within 10 days of the date on which the decision of the Council has been communicated to the applicant or to the holder of the certificate of registration.
- 8.3 The decision of the Council shall remain in force pending the decision of the Minister and shall not be withheld by reason of an appeal.

9 COMPLAINTS

- 9.1 An applicant, registered firm or any person can make a complaint to the Bureau in writing.
- 9.2 Upon receipt of a complaint, MSB shall confirm whether the complaint relates to certification activities that it is responsible for and, if so, shall deal with it.
- 9.3 The Bureau shall give formal notice of the end of the complaints – Handling process to the Complainant.

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10 FEES

- 10.1 Fees relating to an application or certificate of registration shall be stated in a statement of fees which shall be supplied to an applicant or registered firm. The fee for assessment shall be notified to the applicant or registered firm.
- 10.2 Such fees shall cover the Bureau's reasonable costs of administration of the application or certificate of registration and such reasonable costs as may be incurred in assessment or surveillance.
- 10.3 Application fees and initial assessment fees are payable in advance. All other fees shall be payable by the registered firm within 30 days of the date of invoice.
- 10.4 The applicant or registered firm shall pay any fees relating to his application or certificate of registration calculated and charged in accordance with 10.1 and 10.2.
- 10.5 Whenever the Director proposes to alter the fees he shall, at least two calendar months before the alteration is due to take effect, send written notification of his alteration to the applicant or registered firm.
- 10.6 A registered firm shall pay a final surveillance fee upon termination of the certificate of registration, howsoever determined, if such a surveillance is required by the Director.

11 LEGISLATIVE ENVIRONMENT

- 11.1 Any matter or dispute arising in terms of the present Terms and Conditions will be governed by the laws of Mauritius and the courts of Mauritius shall have jurisdiction in respect of all matters or disputes arising herein.
- 11.2 In case of failure of an applicant or a registered firm to comply with the requirements of these Terms and Conditions, the Director will summon it to comply with such requirements within a delay of ten days. Should this summons not be complied with the Director may take such steps as he considers necessary.

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12 CHANGES TO TERMS AND CONDITIONS

- 12.1 These Terms and Conditions may be amended by the Council.

13 REGISTER

- 13.1 A register of registered firms giving the name, relevant normative document, geographic location and scopes of registration shall be kept by MSB and shall be open to the public for inspection during working hours.

14 NOTIFICATION

- 14.1 Each registered firm shall communicate in writing to MSB, for entry on its register kept under section 13 above, the address of its registered office to which all notifications will be sent.
- 14.2 Each firm shall be entitled to change such address from time to time on giving notice thereof in writing to MSB. Until such notice is received by MSB, the latter shall be entitled to forward to such firm all communications at the address entered on its said register

15 CONFIDENTIALITY

- 15.1 MSB must ensure that its employees and individuals acting on its behalf treat as confidential, and do not disclose to any third party without the prior written consent of the Client or registered firm, any proprietary or confidential information belonging to the Client or registered firm with which MSB becomes acquainted during the term of the Contract except that, where MSB considers it appropriate, MSB may disclose the registered firm's identity and the nature, status, scope or effect of the registered firm's certification registration.
- 15.2 The registered firm must treat as confidential and not disclose to any third party without the prior written consent of MSB any proprietary or confidential information belonging to MSB.

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- 15.3 The obligations of confidentiality under these Terms and Conditions do not extend to information that:
- a) Is rightfully known to or in the possession or control of the receiving party and not subject to an obligation of confidentiality owed by the receiving party;
 - b) Is public knowledge (otherwise than as a result of breach of these Terms and Conditions);
 - c) Is required by an accreditation authority to be disclosed; or
 - d) Is required by law to be disclosed.

16 INTELLECTUAL PROPERTY RIGHTS

- 16.1 The Client or registered firm acknowledges that:
- a) MSB is the owner or licensee of copyright, know-how and other intellectual property rights in the Certification Procedures and any associated documentation; and
 - b) No right, title or interest in the Certification Procedures or that documentation is transferred to the Client or registered firm under the Contract.

17 LIMITATION OF LIABILITY

- 17.1 MSB excludes from these Terms and Conditions all conditions and warranties implied by statute, general law or custom except any implied condition or warranty the exclusion of which would contravene any statute or cause any part of this clause to be void ('non-excludable statutory condition').
- 17.2 MSB's liability to the Client or registered firm for breach of any express provision of these Terms and Conditions or any non-excludable statutory condition (other than an implied warranty of title) is limited at MSB's option to:
- a) Providing the Certification Services again; or

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- b) Paying the cost of having the Certification Services supplied again.
- 17.3 Except to the extent prohibited by any applicable laws, MSB excludes liability for any loss or damage suffered by the Client or registered firm (whether direct, indirect or consequential) arising in any way out of any services (including defective services) rendered by MSB or out of the Client's or registered firm's management system the subject of certificate of registration by MSB or any negligent act or omission of MSB, its officers, employees, individuals acting on its behalf or , including but not limited to profits lost and damage sustained or incurred as a result of a claim by a third person.

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ANNEX 1

RULES FOR

DISPLAY OF REGISTERED FIRM SYMBOL

BY

HOLDERS OF CERTIFICATES

OF REGISTRATION

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ILLUSTRATIONS OF USE

The registered firm symbol is the MSB symbol associated with firms whose management systems have been assessed by MSB fulfilling the management objectives set out in MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27 001, MS ISO 14001 or MS OHSAS 18001, and who have thus been entered into a register of such firms. The symbol may only be used under authority from MSB. The use of the symbol without authority from MSB is unlawful and MSB is entitled to take all steps to cause such use to cease and to suspend, withdraw, reduce the scope of registration or cancel the certificate of registration in terms of 6.14.

The registered firm symbol signifies MSB confirmation, based on strict procedures, that the management system operated by the firm at the address stated on the certificate of registration conforms with the requirements of MS ISO 9001, ISO 22000, MS 133 (HACCP), MS ISO/IEC 27 001, MS ISO 14001 or MS OHSAS 18001.

The registered firm symbol

- 1 The manner in which the symbol shall appear is shown in this publication. Appropriate art-work is provided to each firm on first becoming registered.
- 2 The registered firm symbol may appear in any colour, provided the colour is uniform through out.
- 3 The minimum size of display of the registered firm symbol is not specified. However, it shall not be displayed in a size where the resulting printed definition becomes unclear, or the certificate number or written test becomes unreadable to the unaided eye.

The registered firm symbol in advertising, publicity and promotion

- 4 With the exception described in paragraph 6 below, the registered firm symbol shall always appear with the appropriate certificate number written adjacent so as to allow traceability to the certificate of registration and its annex, and together with the relevant standard, as shown below:

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- (1) The National Quality Management System Certification Scheme



RF No.....

MS ISO 9001

- (2) The National Food Safety Management System Certification Scheme

(b)



FS No.:

MS 133

(b)



FM No.:

MS ISO 22000

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(3) The National Information Security Management System Certification Scheme



ISM No.:
MS ISO/IEC 27001

(4) The National Environmental Management System Certification Scheme



EMS No.:
MS ISO 14001

(5) The National Occupational Health and Safety Management System Certification Scheme



OSHAS No.:.....
MS OHAS 18001

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- 5 MSB encourages the use, by registered firms, of the registered firm symbol in their advertising and promotion. Use of the symbol shall be restricted to correspondence, advertising and promotion relating to the registered firm. See paragraph 7 below for limitations of use relating to the firm's scope of registration.
- 6 The certificate number may be omitted, subject to 7.15 and 7.16 and paragraph 8, where the registered firm displays the symbol on its vehicles in association with the firm's name which appears on its certificate of registration.
- 7 The registered firm shall identify the scope of registration to which the certificate of registration applies when using the symbol in any context where the scope of registration is open to doubt.
- 8 The registered firm symbol shall not be displayed on or in association with products or the packaging which contains a product, process or service supplied by the registered firm.

The registered firm symbol used with another firm's name

- 9 Except with specific written permission from the Director, the registered firm symbol may not be displayed in promotion or advertising by any firm other than that stated on the certificate of registration.

Note – The registered firm symbol relates to the management system operating at a firm, the address of which is given on its certificate of registration. The symbol therefore has no meaning in relation to any other firm or site unless that too has been issued with a certificate of registration.

The registered firm symbol used in conjunction with the mark of an accreditation body

- 10 The Director may submit the MSB management system for the National Management Systems Certification Scheme for assessment by accreditation bodies and thereby become accredited. Where accreditation is attained, firms registered within the scope of MSB accreditation are entitled to display that accreditation body's mark in accordance with conditions issued by the accreditation body regarding the use of their mark.

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- 11 The Director will inform registered firms of the accreditation mark(s) that they are entitled to display.
- 12 Registered firms wishing to display the accreditation mark should contact the Director for a copy of the accreditation body's conditions and implement them in accordance with 7.12 to 7.17.

Statement describing the registration system

- 13 Where a registered firm wishes to make full statement giving the meaning of the registration the following is the correct wording to use:

“The registered firm symbol is owned by MSB and issued to applicants whom it has assessed and to whom it has issued a certificate of registration. Registered firms are assessed against MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001, MS ISO 14001 or MS OSHAS 18001 which are the Mauritian Standards for management systems and are identical to the ones published by ISO or Mauritian Standards. The appearance of the registered firm symbol on a firm's letterheads, invoices or other promotional material means that MSB has satisfied itself that the management system operated by that firm fulfils the requirements of MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001, MS ISO 14001 or MS OSHAS 18001. The number shown adjacent the registered firm symbol is that of the certificate of registration issued to the firm. Reference to the annex attached to the certificate of registration will show the scope for registration for which the firm, whose name and address is given on the certificate, has been registered. MSB monitors the management system of each registered firm and suspends or withdraws registration where conformity with MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001, MS ISO 14001 or MS OSHAS 18001 is not maintained effectively”.

THINGS TO AVOID IN PUBLICITY AND PROMOTION

Misuse by implication

- 14 The registered firm symbol is permitted to be used only in association with the scope of activity stated on the registered firm's annex to its certificate of registration. It is misleading to state, imply or pass off that products, processes or services other than those covered by the scope of registration are included (see 7.12).

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Misuse in association with misleading statements

- 15 The registered firm symbol signifies certification of the registered firm's management system in relation to MS ISO 9001, MS ISO 22000, MS 133 (HACCP), MS ISO/IEC 27001, MS ISO 14001 or MS OSHAS 18001. It is misleading to associate the symbol with statements which imply that a product is certified by MSB, or that the firm's scope of registration is other than that stated in the current annex to its certificate of registration (see 7.12 to 7.17).

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ANNEX 2

PROCEDURE

FOR CUSTOMER COMPLAINTS

TERMS AND CONDITIONS FOR THE NATIONAL MANAGEMENT SYSTEMS CERTIFICATION SCHEME

The MSB Certification Scheme aims to deliver excellent standards of service. If however you are not satisfied with the service provided by ourselves or one of our certified clients, this procedure will tell you how to get in touch with us and how we will deal with your complaint.

Step 1

If you wish to register a complaint with us, kindly notify us by email, telephone call, fax or in writing. Kindly submit full details of the complaint and your contact details.

Please note that any complaint or information that involves criminal activity should be reported to the police.

All MSB certified clients have their own complaint procedure and complaints can be escalated to MSB if any customer has not got satisfaction from the certified client. MSB will not handle any complaint regarding contractual issues.

Step 2

1. If your complaint is against our certification service, MSB will appoint an appropriate person to investigate and respond to the complaint. MSB will acknowledge all complaints within 5 working days and you will be informed of an anticipated timeframe for dealing with the complaint. If the complaint is taking longer than expected to investigate and it looks unlikely that it will be resolved within the anticipated timeframe, we will inform you of the revised timeframe.
2. If the complaint is regarding any of our certified clients, MSB will acknowledge the complaint and refer this to the relevant party. MSB will follow up and revert to you accordingly.

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Step 3

Following the review of step 2, we will inform you of the outcome and actions within 20 working days. If we do not hear from you within 40 days, we will consider the matter closed.

None of these steps prevents or obstructs your recourse to law and do not affect your statutory rights.

Contact details

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