

1.0 Applicable Standards

ISO 17021

2.0 Purpose

This procedure describes the approach to be used for miscellaneous requirements for pre-certification and surveillance/recertification audit information for client and Husk Registrars, LLC.

3.0 Scope

This procedure applies to the following:

- Pre-certification/Initial Audit
- Surveillance audits
- Recertification audits
- Special audits/Scope Expansion/Scope Reduction/Transfer (Non-MLA and MLA)

4.0 Authority and Responsibility

The President is responsible for ensuring that miscellaneous requirements for pre-certification activities, surveillance audits, recertification audits and special audits are handled according to this procedure.

5.0 Procedure

Any printed or saved version of this document is uncontrolled unless printed or stamped with the word "Controlled" in red and issued by Management

Transfer Audits

1. If any one or more provisions of this Contract are found to be illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

2. Except as expressly provided for herein, the Client may not assign or transfer any of its rights hereunder without Husk Registrars, LLC's prior written consent. The following must be considered when transferring a certificate:

- 2.1 Eligibility of a Certification for Transfer
- 2.1.1 Only certification which is covered by an accreditation of an IAF or Regional MLA signatory shall be eligible for transfer. Organizations holding certification that is not covered by such accreditations shall be treated as new clients.
- 2.1.2 Only valid accredited certification shall be transferred. Certification which is known to be suspended shall not be accepted for transfer.
- 2.1.3 In cases where certification has been granted by a certification body which has ceased trading or whose accreditation has expired, been suspended or withdrawn, the transfer shall be completed within 6 months or on expiration of the certification whichever is sooner. In such cases, Husk Registrars shall inform the accreditation body, under whose accreditation it intends to issue the certification, prior to the transfer.

2.2 Pre-Transfer Review

- 2.2.1 Husk Registrars shall have a process for obtaining sufficient information in order to take a decision on certification and inform the transferring client of the process. This information shall as a minimum include arrangements regarding the certification cycle.

- 2.2.2 Husk Registrars shall carry out a review of the certification of the transferring client. This review shall be conducted by means of a documentation review and where identified as needed by this review, for example there are outstanding major nonconformities, shall include a pre-transfer visit to the transferring client to confirm the validity of the certification. Note: The pre-transfer visit is not an audit.
- 2.2.3 Husk Registrars shall determine the competence criteria for personnel involved in pre-transfer review. The review may be conducted by one or more persons. The individual or group conducting the pre-transfer visit shall have the same competence that is required for an audit team appropriate for the scope of certification being reviewed.
- 2.2.4 The review shall cover the following aspects as a minimum and the review and its findings shall be fully documented:
 - (i) confirmation that the client's certification falls within the accredited scope of the issuing and Husk Registrars;
 - (ii) confirmation that the issuing certification body's accredited scope falls within its accreditation body's MLA scope;
 - (iii) the reasons for seeking a transfer;
 - (iv) that the site or sites wishing to transfer certification hold a valid accredited certification;
 - (v) the initial certification or most recent recertification audit reports, and the latest surveillance report; the status of all outstanding nonconformities that may arise from them and any other available, relevant documentation regarding the certification process. If these audit reports are not made available or if the surveillance audit or recertification audit has not been completed as required by the issuing

certification body's audit program, then the organization shall be treated as a new client;

- (vi) complaints received and action taken;
- (vii) considerations relevant to establishing an audit plan and an audit program. The audit program established by the issuing certification body should be reviewed if available.

2.3 Transfer of Certification

- 2.3.1 In accordance with clause 9.5.2 of ISO/IEC 17021, Husk Registrars shall not issue certification to the transferring client until:
 - (i) it has verified the implementation of corrections and corrective actions in respect of all outstanding major nonconformities; and
 - (ii) it has accepted the transferring client's plans for correction and corrective identifies issues that prevent the completion of transfer, Husk Registrars shall treat the transferring client as a new client. The justification for this action shall be explained to the transferring client and shall be documented by Husk Registrars and the records maintained.
- 2.3.3 The normal certification decision making process in accordance with clause 9.5 of ISO/IEC 17021 shall be followed including that the personnel making the certification decision be different from those carrying out the pre-transfer review.
- 2.3.4 If no problems are identified by the pre-transfer review, the certification cycle shall be based on the previous certification cycle and Husk Registrars shall establish the audit program for the remainder of the certification cycle.
NOTE: Husk Registrars can quote the organization's initial certification date on the certification documents with the indication that the organization was

certified by a different certification body before a certain date. Where Husk Registrars has had to treat the client as a new client as a result of the pre-transfer review, the certification cycle shall begin with the certification decision.

- 2.3.5 Husk Registrar shall take the decision on certification before any surveillance or recertification audits are initiated.

3. The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

4. The Parties acknowledge that Husk Registrars, LLC provides the Services to the Client as an independent contractor and that the Contract does not create any partnership, agency, employment or fiduciary relationship between Husk Registrars, LLC and the Client.

5. Any failure by Husk Registrars, LLC to require the Client to perform any of its obligations under this Contract shall not constitute a waiver of its right to require performance of that or any other obligation.

6. For the purposes of the Contract, working day means a day (other than a Saturday, Sunday or public holiday) when banks in the United States are open for business.

7. Husk Registrars, LLC shall be entitled to assume, without independent verification, the accuracy of all representations, assumptions, information and data that the Client provides to Husk Registrars, LLC. The Client agrees and represents to Husk Registrars, LLC that all assumptions, representations, information and data that the Client supplied to Husk Registrars, LLC will be complete and accurate to the best of the Client's knowledge.