



# AWI RULES OF CERTIFICATION



## AWI RULES OF CERTIFICATION AWI-C-M-002

## **1.0 DEFINITIONS**

The definitions in AS/NZS ISO/IEC 17065 and related normative standards generally apply.

AWI Certification:	The award of a Certificate of Conformity following an audit and authorisation by the AWI Certification Panel, in accordance with the Compliance Manual.
Certification Agreement:	The contractual agreement between the Certification Body and the Certified Company outlining the rights and obligations of the certification on both parties.
Certification Body (CB):	Either the AWI or a third party conformity assessment body approved by the AWI for use on AWI Schemes, operating certification schemes.
Certified Company:	A Client for which a Certificate of Conformity has been issued and which is registered on the AWI website for certified companies as certified under a Scheme.
Certification Governing Committee (CGC):	The committee overseeing the processes and procedures for certification carried out by AWI.
Certificate of Conformity:	A document in the form of a certificate that is issued by AWI which certifies that the Client processes, procedures, training, and management have been demonstrated to meet the requirements of the Scheme and the related applicable Standard in accordance with the Scheme Rules and the Certification Agreement.
Certificate Number:	An identifier that is unique to each awarded Certificate of Conformity.
Certification Mark:	The authority mark of the CB indicating certification.
Certification Process:	Process adopted by AWI to certify Clients in accordance with ISO17065 and these Rules and the documented procedures established by the AWI for these purposes.
Conformity Assessment Requirements:	Those elements of AS/NZS 5131 that the Applicant must be audited against by the CB to gain certification, which are contained in this document.
Client:	An organisation responsible for fabrication and welding activities seeking certification in accordance with a range of schemes and standards as defined from time to time by the AWI. Whenever the term 'Client' is used it applies to both the applicant and the certified fabricator.
Impartiality Panel:	The AWI panel overseeing the processes and procedures to ensure AWI meets the requirements for impartiality under AS/NZS ISO/IEC 17065.
Objects of Conformity Assessment:	Any particular material, product, installation, process, system, person, or body to which conformity assessment is applied.
Process:	Set of interrelated or interacting activities that transforms inputs into outputs.
Register of Certified Companies:	The listing on the AWI website that records all certified Clients including details regarding the particular Schemes certified to.



# AWI RULES OF CERTIFICATION

Scheme:	Certification system that relates directly to a process and product specified in standards or other normative documents identified by the Certification Scheme. These Rules will be used to apply to several Schemes including ISO 3834, AS/NZS5131, EN15085, and these are collectively referred to as 'the Scheme' in this document.
Scheme Manager:	The manager in charge of the AWI certification operations, staff and contractors on behalf of AWI
Scheme Owner:	Organisation responsible for developing and maintaining a specific Certification Scheme, in this case, the AWI.
Standard:	Australian or International Standard issued by the relevant country accreditation authority and as used to assess compliance.

## **2**     PREAMBLE

These Rules of Certification provide for the establishment and operation of the certification activities of the Australian Welding Institute (AWI) and are to be read in conjunction with the AWI Certification Agreement.

Clients accept that AWI provides certification services to them only under the terms and conditions of these general Rules of Certification, any specific Scheme Rules, and the Certification Agreement.

These Rules of Certification and the supporting Scheme Rules have been developed to comply with the requirements of ISO17065 and ISO17021.

## **3**     SCHEME OWNERSHIP, ADMINISTRATION AND IMPLEMENTATION

The AWI owns and administers not-for-profit certification schemes that cover activities primarily related to steel fabrication and with a focus on welding. This is achieved with a strong emphasis on process control, product testing, and materials traceability.

The Certification policies and procedures of AWI including these Rules of Certification and the associated Certification Agreements are administered through the AWI Management System. Given the constitution and membership of the AWI, a representative sample of parties significantly concerned has had input into these policies and procedures.

These general Rules of Certification are supported by the specific Scheme Rules that describe the unique requirements and arrangements for each Scheme.

The policies and procedures under which the AWI and the Certification processes operate are non-discriminatory and are administered in a non-discriminatory manner. The AWI does not use its procedures to impede or inhibit market access for compliant products.

There are no undue financial or other conditions. Access is not conditional upon the size of the supplier or membership of any association or group, nor is certification conditional upon the number of scheme certificates already issued.

The criteria against which the Client is audited are those outlined in the Rules for the particular Scheme.

The AWI confines its requirements, evaluations and decisions on certification to those matters specifically related to the scope of the Certificate being considered i.e. the particular Scheme

The AWI shall:

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- Operate the Schemes in accordance with these Rules, the Certification Agreement and the requirements of relevant international standards and guides, which shall be applied fairly to all;
- Notify the Client of any changes in the AWI's procedures and requirements and give the Client such time as is, in the sole opinion of the AWI, a reasonable period in which to adjust its processes and relevant procedures to meet the revised requirements;
- Notify the Client at its discretion of client complaints known to the AWI relating to the compliance of such materials, processes or services to which the certificate applies;
- Hear any appeals or complaints from Clients regarding the operation of the Scheme; and
- Maintain confidential records relating to the application and subsequent evaluation, auditing, and certification of Clients. Such confidential records may include intellectual property of the Client;
- Subject to requirements of AWI, not disclose any information of a confidential nature concerning the Client without the permission of the Client.

## **4 ORGANISATION STRUCTURE**

AWI has established the Certification Governing Committee (CGC) to administer all of their Scheme Certification activities.

The CGC will appoint the following panels and sub-committees:

- Certification Panel
- Appeals and Complaints Panel
- Impartiality, Conflict of Interest and Confidentiality Panel
- Qualification Panel

The CGC appoints the Scheme Manager who is responsible for the day-to-day administration of the various Schemes on its behalf and is the main point of contact between the Client and the AWI.

## **5 SCOPE**

AWI provides independent third-party auditing and certification of steel fabrication businesses and facilities associated with a range of Schemes covering Australian and International Standards including ISO3834, AS/NZS 5131, and ISO 15085.

## **6 CERTIFICATION REQUIREMENTS**

### **6.1 General**

Certification Requirements consist of:

- These Rules of Certification;
- The specific Rules associated with each Scheme;
- The Certification Agreement;
- Recognised Client management system requirements as specified in these Scheme Rules (see below);
- All instructions and communications made from time-to-time by the AWI on the administration of the various Schemes and interpretation of Certification Requirements; and
- The AWI Management System includes all policies, procedures, forms, and other documents that are necessary for the administration of the Scheme.

AWI shall:

- Ensure that the assessment process is treated in the strictest confidence;
- Inform the Client of the assessment team members;
- Agree on an assessment date within the validity of the quotation period;
- Stop the assessment process at any time if it becomes obvious that the Client will not achieve compliance with the agreed part of AS/NZS ISO 3834;

- Generate a full report on conclusion of the assessment and include any non-conformances that are revealed during the assessment and send the report to the Client;
- Arrange for the certificate to be issued when all non-conformances have been closed and the Lead Assessor is satisfied that all the requirements for certification have been met.

## **6.2 Recognised Management System Requirements**

Scheme Certification Requirements currently operated by AWI include:

- AS/NZS ISO3834 Quality Requirements for fusion welding of metallic material
- AS/NZS 5131 Structural Steelwork –Fabrication and Erection
- EN 15085 Railway Applications – welding of railway vehicles and components

## **6.3 Interpretation of Certification Requirements**

The interpretation and application of the above Certification Requirements shall be the responsibility of the AWI Certification Governing Committee.

## **6.4 General Rules**

The basic conditions and requirements for Clients to obtain and maintain certification are as set down in these Rules and those of the specific Schemes and the following:

- The Client will comply with the requirements of the Scheme Standard, the requirements outlined in this document, and the Certification Agreement.
- The Client is to ensure that all required information is made available to the AWI assessors to complete the certification audits.
- The frequency of all audits is determined by an assessment of the risk associated with the Scheme Standard and with the complexity of work and processes used by the Client and the size and general capacity of the Client.
- AWI may conduct audits at short notice to investigate complaints, in response to changes, or as follow up regarding suspended Clients.
- AWI retains ownership of the content of audit reports, certificates, and certification marks.
- Certification only applies to the specific business and specific facility covered by the Certification processes and audits and as shown on the Certificate and Compliance and as reflected on the Web Site register of Certified Clients.
- A request for an extension to the scope of certification or inclusion of another Scheme Standard will typically require an additional review of documentation and additional audit time and may involve a requirement to follow the certification process commencing with a new application.
- AWI reserves the right to revise the requirements of certification within the period of validity of the Certificate of Compliance.
- The Client is required to maintain a register of external complaints for review by AWI. Such complaints shall be investigated and corrective action applied by the Client.
- The Client is required to advise AWI, without delay, of any changes which may affect its ability to conform with the certification requirements, examples of which are:
  - o The legal, commercial, organisational status or ownership
  - o Organisation and management changes including any change to the arrangements of welding supervision/inspection
  - o Modifications to the product or the production method
  - o Contact address and production sites
  - o Major changes to the quality management system
- AWI will advise of the actions required to maintain certification or to extend the scope of the certification.
- The Client is to inform AWI assessors at the various audits of any significant issues that may have occurred since the previous audit, including any findings by other parties in terms of activities

covered by the Clients certification.

- The Client is not to use its certification in a manner likely to bring AWI into disrepute or make any statement regarding its certification which AWI may consider misleading or unauthorized.

Further, the Client shall:

- Appoint a representative to take responsibility for the assessment process,
- Provide AWI with the required management quality procedures as part of the Stage 1 Audit at least two weeks before the planned assessment visit and have all the procedures available for review during the assessment;
- Agree to a pre-audit visit if any doubts regarding readiness exist,
- Notify AWI at least 14 days in advance of their readiness for the assessment.
- Notify the relevant responsible staff of the assessment date and ensure their presence during the assessment period;
- Allow the AWI Assessors full access to all relevant premises and documentation;
- Provide suitable office/desk space for the assessors during the assessment;
- Pay the agreed amounts on the dates specified;
- Accept that the contract may require modifications if the certification process cannot be completed after the first two stages;
- Agree to annual surveillance to maintain the validity of the certification;
- Inform AWI immediately of critical changes to staff, facilities, key processes or organisation that may affect any certification granted and be different from the evidence used at the preceding Audit.

## **6.5 Audit Criteria**

The audit criteria are the management system standards applicable to the Client's certification and the defined processes and documentation of the management system developed by the Client.

## **6.6 Audit Objectives**

The objectives of the certification processes and related audits are to:

- Determine the conformance of the Client's processes and management systems with the respective Scheme standards
- Evaluate the ability of the Client's processes and management systems to ensure applicable statutory, regulatory and contractual requirements are met
- Evaluate the effectiveness of the management system processes and documentation
- Identify opportunities for improvement to the management system

## **7 CERTIFICATION PROCESS**

### **7.1 Overview of the Certification Process**

The management system certification process undertaken by AWI is as prescribed in ISO 17065 and as supported by ISO17021.

AWI undertakes and manages certification of several certification Schemes.

AWI will proceed to finalise the certification process within 12-months of the date of receipt by the AWI of the original complete application. Should the application process take longer than 12-months, the Client shall submit a new application with such additional application fees payable as may be determined by the AWI, unless any variation is advised to the Applicant Client in writing by the AWI.

During the 12-month maximum application period, the AWI may mandate such additional site visits where, at its sole discretion, it deems them necessary to validate the Client's application & declaration and its performance to the certification requirements contained therein.

Such additional visits shall be at the Applicant Client's cost.

The elements of each Scheme includes the assessment and surveillance of the client's management system and also surveillance of production.

The requirements against which the processes of the Client are evaluated are those contained in the specified and related standards for each Scheme and other normative documents.

The general requirements described in the following paragraphs are standard conditions for a Client requesting certification according to any Scheme.

Each Scheme is also covered by scheme-specific rules.

Certification is provided regarding a specific fabrication facility. Arrangements for certifying multiple facilities associated with a given fabrication business are at the discretion of the Scheme Manager.

## **7.2 Certification Agreement and Commitments of Clients**

At the time of submission of an application, or re-application, the Client must enter into a legally enforceable agreement (the Certification Agreement) for the provision of certification services between the Client and the AWI.

Through the Certification Agreement, the Client commits itself to adhere to these Certification and Scheme Rules from the date of application and makes all necessary declarations.

## **7.3 Application**

The applicant Client contacts AWI for an Application Form (AWI-C-F-055) and submits this to the Scheme Manager.

On receipt of the Application, the Scheme Manager reviews the information provided, and if further information is required, contracts the Client to provide the required documentation.

Following the application review, the Scheme Manager and following review of the Application prepares a quotation, detailing the methodology and costs involved for the certification process.

The Scheme Manager shall provide the following documentation to the applicant or provide details of where to access this information:

- a) Information about the fees and costs for certification and where appropriate this can be in the form of, or supported by a formal Quotation for the activities;
- b) Copy of the Scheme Certification Rules including Documents describing the rights and duties of certified clients and information on procedures for handling impartiality and complaints and appeals;
- c) Copy of the Certification Agreement (AWI-C-F-051) to be executed before Certification can be formalised;
- d) Self-Assessment Checklist for Fabricators applicable to the Scheme (e.g. ISO3834 AWI-C-F-202) for completion by the Client and return to the Scheme Manager. This assists with defining the normative requirements to which the Client must demonstrate substantive compliance to enable certification.

## **7.4 Application Review**

### **7.4.1 General**

It is important that through this process and the Stage 1 Audit that AWI gather all necessary information including:

- The Scheme to be certified against;
- General features of the Client including:
  - o Name and Address of their physical locations(s)
  - o Significant aspects of their processes and operations
  - o Any relevant legal obligations
  - o Human and technical resources
  - o Functions and relationships if part of a larger corporation
  - o Information concerning all outsourced processes that may affect conformity to requirements
  - o All other information needed under the certification requirements

AWI must also satisfy itself that:

- The means are available to perform all certification and evaluation activities;
- AWI has the competence and capability to perform the certification activity;

Where AWI offers to undertake the requested certification, this is an acknowledgment that it has the competence and capability to undertake the certification.

If AWI intends to rely on certifications already granted to the Client to omit any activities, then these shall be referenced and explained in its records and the Audit Report and where required, justified to the Client by AWI.

## **7.4.2 Quotation Acceptance**

Following the resolution of any matters between AWI and the Client, the Client is required to return the signed acceptance of the Quotation to the Scheme Manager who then starts the assessment planning.

Clients are required to make payment for the Application and Stage 1 Desktop Audit stage before AWI undertake any detailed review of documentation.

## **7.5 Evaluation**

### **7.5.1 General**

The evaluation process is described in the following sections.

Evaluation is conducted through the assessments conducted in two Stages:

- Stage 1 Audit - Desktop
- Stage 2 Audit – Site

Where AWI relies on evaluation results related to certification completed before the application for certification, it takes full responsibility for the results and has satisfied itself that it has confidence in the results, that suitable records are made available for review, and that the CB has met the requirements of the Scheme.

Following the original Certification Audit, there are annual Surveillance Audits and Re-Certification Audits every 5th year or as otherwise determined by the AWI. The original certification audit and the re-certification audit are both deemed to be full Audits.

### **7.5.2 Stage 1 Audit – Desktop**

The Scheme Manager makes contact with the Client to arrange for the receipt of information to enable the Stage 1 Audit to be undertaken. This includes the accepted and signed quotation, the completed self-assessment questionnaire associated with each Scheme and the sample documentation to be provided as indicated in the questionnaire.

The Stage 1 Audit may be undertaken by the Scheme Manager or by the Lead Assessor appointed by the Scheme Manager.

This is a formal review of the Client's management system documentation and preparedness for the audit relevant to the respective standard. This is usually conducted offsite as a desktop audit but can be undertaken at the Client's premises.

AWI has a strong preference for either the Scheme Manager or the nominated Lead Assessor to visit the Client's premises before completion of the Stage 1 Review but note that this is not always possible.

Where any significant issues need to be formally addressed in readiness for the Stage 2 Audit, a formal report is prepared to provide details of those issues identified at this Stage.

Where the review indicates that the Client is substantially prepared for the Stage 2 Audit with a high likelihood of being able to achieve Certification, the Scheme Manager doesn't need to provide a formal report.

Following a positive review of the documentation, the Scheme Manager prepares and provides the Invoice for the Stage 2 Audit. Payment is required in advance of the Stage 2 Audit being undertaken and costs being incurred by the AWI (e.g. flights and accommodation if required).

Following a positive review of the documentation, the Scheme Manager prepares and provides to the Applicant the Audit Plan for the Stage 2 Audit and nominates the Assessment Team including the Lead Assessor out of the list of AWI approved persons.

The duration of the Stage 2 Audit and the size and make-up of the Assessment team depends on the size of the Client to be assessed, the complexity of its processes, the number of welding coordinators to be interviewed, etc. The minimum duration of the Stage 2 Audit shall be one day.

The Lead Assessors, Assessors, and Technical Experts shall be selected taking into account their experience and competence for the Scheme, type of product, welding processes, and base materials.

Where the Scheme Manager is confident that one person can manage the assessment, the Assessment Team can be constituted by only one person.

For higher levels of Certification within a Scheme and for large organisations undertaking complex work, it is a preference, but not mandatory, that the certification Stage 2 Audit be performed by two persons being a Lead Assessor and Assessor or a Lead Assessor and Technical Expert.

Before starting any activity, the Scheme Manager must receive, from the Client, formal acceptance of the person(s) constituting the Assessment Team if this has not already been covered off in the Audit Plan.

Within the Assessment Team the Lead Assessor has, in particular, the responsibility for:

- a) Preparing the evaluation;
- b) Leading the evaluation, making the final decision on any matter regarding the assessment and the assessment recommendation;
- c) Issuing the Audit Report;

### **7.5.3 Stage 2 Audit**

The Stage 2 Audit is carried out at the Client's facilities after completion of the Stage 1 Audit phase and payment of the required fees and costs.

The Stage 2 Certification Audit is a formal assessment of the client's compliance with the management system reviewed during Stage 1 and compliance with the Scheme Standard.

The Assessor shall review the application of the Client's management systems and production process controls using current production to demonstrate their application.

The Assessment Team assesses the correct implementation and compliance of the Client with the requirements of the Scheme through interviews, the examination of documents, and by direct observation of the activities in the production areas and which may include sites away from the main fabrication facility as will be determined by the Lead Assessor.

The Self-Assessment Checklist provided by the Client shall be used by the Assessment Team during this phase considering also any previous answers given by the Client and reviewed during the Application and Stage 1 Audit stages.

Particular attention is to be paid to the knowledge, experience, and competence of the Client's personnel in charge of special processes such as welding coordination activities, to the use of standards different than those referenced in the applicable Standard, and to the definition of nonconformities and the results of the assessment.

AWI output of a Stage 2 Audit includes a formal report.

### **7.5.4 Audit Report**

The Lead Assessor shall prepare the Stage 2 Site Audit Report and this should be provided within one month of completion of the Stage 2 Site Audit.

The report shall clearly state the scope of the certification and the full schedule of the certificate.

The report shall include the identification of all non-compliances, non-conformances, discrepancies, and observations arising from the Assessment.

The report shall indicate if the Lead Assessor is recommending certification or not and should describe the reasoning for either recommendation.

### **7.5.5 Review**

The Lead Assessor shall forward this to the Scheme Manager who will review the report and related documentation and liaise with the Lead Assessor to complete approval of the report and the certification recommendation.

Where the Scheme Manager has been directly involved in the Stage 2 Audit, a representative of the Certification Panel will undertake the review before processing this through to the Certification Panel for approval.

The Certification Panel member who carried out the review will abstain from the Certification Decision.

### **7.5.6 Audit Finding Definitions**

AWI uses five types of findings in Audit Reports. These are:

- Conformance
- Observation
- Discrepancy
- Minor Non-conformance
- Major Non-conformance.
- Non-Compliance

Certification cannot be provided until:

- Non-Compliances will require, as a minimum, a follow-up Assessment to verify the correction of any non-compliance.
- All major non-conformances have been closed out by the Lead Assessor.
- The Client has submitted and had approved by the Lead Auditor the proposed disposition of the minor non-conformances and the time frame proposed to close out these items.
- Discrepancies will be reviewed for closeout at the next Audit.

## **7.5.7 Dealing with Non-conformances and Observations**

AWI shall advise the Client in the Audit Report of all non-conformities that have been raised.

The following items shall be recorded as applicable:

- a) Area where the nonconformity or observation was found;
- b) Description of the nonconformity or observation;
- c) Reference to clauses/rules that have not been satisfied;

If the Assessment Team finds major non-conformities that cannot be corrected within six months, the Lead Assessor has the authority to terminate the assessment and to inform the Client that the Assessment Team will return after the Client has completed the related corrective actions.

Refer to Appendix A for definition and required actions arising from the different types of audit outcomes.

Documentary evidence of rectification is required.

Verification of Non-conformity close-out may, at the sole discretion of the Scheme Manager, require an additional audit and site visit.

## **7.6 Certification Decision**

The Client shall have no major non-conformities pending when the Lead Assessor presents the initial certification request to the Scheme Manager.

The AWI Certification Panel is the sole AWI entity by which AWI Certificates may be granted or withdrawn.

The certification decision shall be made by one person appointed by the Certification Panel. That person shall not have been involved in the process for evaluation including audits or audit reviews.

Certificates may be issued with or without conditions.

The Scheme Manager shall record the decision of the Certification Panel and inform the Client in the case of a negative result.

In the case of a positive result, the Scheme Manager shall issue and forward to the Client the Certificate of Conformity and the Certification Mark and update the Register of Certified Clients accordingly.

Certification shall only be issued after or concurrent with:

- The decision to grant or extend the scope of certification having been made and approved;
- Certification requirements have been fulfilled;
- The Certification Agreement has been completed/signed;
- All required fees and costs current at the time have been paid by the Client to AWI.

The Lead Assessor will submit all relevant information to the Scheme Manager for possible inclusion on the Register. This may include the following information:

- current product range
- welding processes
- materials and thickness ranges
- forming, machining and cutting facilities
- NDT facilities
- heat treatment facilities
- maximum handling size and weight
- transportation limitations
- personnel
- welding coordination personnel
- training facilities
- sub-contracting (relevant to fabrication)
- major use and control of sub-contractors
- special equipment/techniques available.

This information will be publicly available.

## **7.7 Notification of Change of Capability**

The Registered Fabricator shall notify the Scheme Manager immediately when there is any reduction in the facilities or capabilities assessed. Changes of any key personnel including welding co-ordination personnel shall be notified. This will be reviewed by the Scheme Manager for acceptance or otherwise. Any new documentation will be reviewed for adequacy.

## **7.8 Surveillance**

Periodic surveillance of certified activities is a requirement of all Schemes operated by the AWI.

A surveillance visit shall be performed within one year after the first certification, with three months of tolerance.

Thereafter, annual monitoring of the conformity with the Scheme requirements shall be performed by the Assessment Team through an onsite or a remote surveillance audit assisted by a surveillance questionnaire.

The Scheme Manager will decide as to whether the surveillance audit can be carried out remotely and if so, the arrangements for doing so. The Scheme Manager will take into account:

- Any outstanding nonconformities;
- Market feedback indicating that the Client is not performing to the requirements of the Certification.

The Surveillance assessment is usually performed by one person - the Lead Assessor. The minimum duration of the Surveillance Assessment shall be half a day.

A non-conformity arising during a surveillance audit, need not result in cancellation of the certificate providing that it is corrected within a reasonable time to be determined by the Lead Assessor (not normally more than one month).

The Certificate of Conformity shall be issued annually after successful completion of either the full evaluation or surveillance evaluation.

The Surveillance process follows that described above including the preparation of a Surveillance Audit Report, acceptance and approval by the Scheme Manager, and a decision from the Certification Panel.

## **7.9 Re-Certification**

Each Scheme certified by AWI is formally re-assessed every 5 years (48 months).

The certified Client will complete and provide the Information in Support of Extension or Requested Change to Scope of Certification form (AWI-C-F-069) and the Scheme Manager will then organise for the re-certification audit to be arranged, undertaken, and approved as per the arrangements for the original certification audit as described above.

## **7.10 Special Audits**

AWI implements mechanisms for market feedback to help monitor the performance of certified companies

Where determined by the Scheme Manager, an additional evaluation audit may be necessary to meet the certification requirements of the particular Scheme where a major non-conformance has been issued by AWI and there is a need to verify the disposition of the non-conformance at the Client's facilities, or any non-conformity has been identified by AWI or by the market that, in the sole opinion of the Scheme Manager requires further evaluation before the next scheduled evaluation.

The scope and timing of any additional audit shall be determined solely by the Scheme Manager.

Costs applicable for such audits will be advised in advance and shall be the responsibility of the Client.

Failure to allow an additional evaluation audit shall be referred to the Certification Panel for a decision concerning on-going certification status.

AWI may also exercise its rights to request access for additional audits to assess the client's management system:

- When the client wishes to extend the Scope of Certification to include additional processes or locations etc. (this can be done in conjunction with a surveillance visit).
- When AWI needs to investigate the situation relevant to a formal Client Complaint or to verify the evidence of the clients' response to a complaint.
- If the Client announces significant changes to the management system or the organisational structure.
- Following a period of temporary suspension of certification. In such cases, the 'Special Audit' shall be completed and any relevant corrective actions completed before reinstatement of the certification.

AWI will notify the client in advance of any special visits and how they will be conducted.

A surveillance audit report is issued following such a visit addressing the specific aspects of the audit and this is made available to the Certification Panel for their consideration and action as they may see fit.

## **7.11 Extension of Certification**

Where a Certified Client intends:

- to open, or to acquire a new facility of location required to be covered by the AWI certification, or;
- to commence the fabrication of product outside its existing scope of certification,
- to use processes not listed on the Client's Certificate or Certificates

and intends to claim such activities and products are covered by the existing certification it shall inform the AWI in writing before the supply of any product such that the AWI can undertake the appropriate audits and issue the appropriate Certificates.

Failing that, the Client must advise their customer that the type of work they are undertaking is not covered by the existing certification.

## **7.12 Merger or Acquisition of a Client**

In case of take-over or merger, written permission from the AWI is mandatory in order to transfer the rights to use the Certificate of Compliance and the Certification Mark to the merged entity.

## **7.13 Improper conduct by a Client**

The AWI is committed to maintaining the integrity of the Scheme to the highest standard possible.

To avoid any lack of confidence by the public, or other authorities, in the integrity of the Scheme certifications, the AWI may refuse to grant, suspend, or terminate a Certificate in circumstances where the AWI is reasonably satisfied that a representative of the AWI has been bullied, harassed, intimidated, or coerced by a Client into providing a favourable evaluation, or in any other performance of the representative's duties.

## **7.14 Re-application for Certification**

### **7.14.1 After Withdrawal by the AWI**

Where the AWI withdraws a Certificate, a Client may reapply for approval after three calendar months has elapsed.

### **7.14.2 After Voluntary Relinquishment by the Client**

Where a Certified Client has voluntarily relinquished its certification, a Client may re-apply for approval. Any such re-application shall be considered to be an entirely new application, with no connection to any previous certification held by the Client.

### **7.14.3 Outstanding accounts**

Consideration of any re-application will be contingent upon the Client having paid in full all outstanding accounts from previous application or certification.

## **7.15 Secondary Locations**

Certification is provided against a specific facility and location. It is intended that for additional facilities or secondary locations a stand-alone certification process needs to be followed. Where the Client can demonstrate the commonality of management systems, management team, processes, and product, at the sole discretion of the Scheme Manager it may be possible to offer a discounted fee structure for the certification of the second and subsequent facilities.

## **7.17 Certificates**

### **7.17.1 Ownership of Certificate**

A Certificate shall at all times remain the property of the AWI and shall be returned to the AWI immediately upon request, together with any and all copies of that Certificate made by the Client.

## **7.17.2 Transfer of Certificates**

A Client's right to use the Certificate of Compliance or the Certification Mark is not transferable without the prior written permission of the AWI.

## **7.17.3 Term of validity of a Certificate**

A Certificate is valid for five calendar years, subject to the terms of these Rules and satisfactory performance being demonstrated through annual surveillance.

## **7.17.4 Register of Certified Clients**

A register of certified entities shall be kept by the AWI and shall be open to inspection by the public on the AWI Website or from the Scheme Manager on request.

The status of a Client's certification shall be identified in the register.

## **7.18 Use of the Certificate of Compliance and the Certification Mark**

Certified Clients may use the AWI Certificate of Compliance and the Certification Mark in accordance with these Rules, the Certification Agreement, and any policies or procedures that may be issued by the AWI from time-to-time.

Certified Clients are advised that the distribution or promotion of any company literature or publication utilising a certification mark or certificate of compliance or description referring to the Australian Welding Institute (AWI) would mislead the public if such a company or publication is not eligible to use the marking or description or does not comply with the requirements of the AWI or if the AWI certification or certification mark is used in any other way than as provided.

The AWI Certificate of Compliance and the Certification Mark is only to be used in reference to the site and the facility for which it applies and is not to be affixed directly to the product, product packaging, or be used in such a way that certification of the product may be implied.

The Certificate of Compliance and the Certification Mark is not to be used in any misleading manner.

The Client may choose to use a statement on the product or product packaging or in accompanying information to state that the business has been certified to a given standard and level.

The Certificate of Compliance and the Certification Mark can only be used in the format as it has been presented to the Client and must be used or reproduced in its entirety and may not be modified in any way.

## **8 CESSATION OF CERTIFICATION**

### **8.1 General**

AWI requires control over certifications granted are used, and to take action in the event of their misuse.

Depending on the circumstances, the certificate can be suspended or revoked as described in this section; moreover, the Client can renounce the certification, as described in the next section.

In any of the cases, AWI will delete the Client from the list of the Certified Clients and will advise related parties promoting AWI certificate holders of the loss in certification.

There are time frames associated with notices under this Section and these are included in the Certification Agreement provided to all Clients.

## **8.2 Termination**

The Client can request termination of the certification in writing to the Scheme Manager for any reason and at any time. As a consequence of termination the Client must:

- Give back the Certificate to the AWI Scheme Manager
- Refrain from using any copy of the Certificate
- Remove from all documentation, including electronic and printed material any reference to the certification.

The Certification Panel shall decide on the renunciation of the certification following the request of the Client.

The AWI will then delete the Client from the list of the certified clients.

If the Client decides to seek certification again, a new application must be submitted to AWI.

## **8.3 Reduction**

If the scope of certification is reduced, the Certification Panel shall decide on the reduction including organising for all necessary modifications to formal certification documents, public information, use of the Certification Mark etc. to ensure that the reduced scope of certification is clearly communicated to the Client and specified in certification documentation and public information.

## **8.4 Suspension**

Suspension of certification shall be decided by the Certification Panel following a request from the Scheme Manager as a consequence of:

- Deviations from compliance with the requirements, insufficient to warrant Withdrawal, but not resolved by an agreed date;
- Inappropriate use of the Certificate;
- Modifications to the Client's organisation, already in force but not yet notified to, and/or not yet evaluated by AWI.

Suspension of certification is notified in writing to the Client by the Scheme Manager, together with the supporting reasons and the conditions for restoring certification.

As a consequence of suspension, the Client must inform their current clients about the situation.

The Scheme Manager shall indicate, in the list of certified Clients, the suspension of certification status.

The suspension is removed only after the Certification Panel has concluded that conformity with the requirements has been restored.

The AWI may, at its sole discretion, insist that the Client undergoes re-evaluation, resubmitting the required information as defined before renewing or granting a Certificate. Any re-evaluation shall be at the Client's cost.

The suspension removal shall be notified in writing to the Client by the Scheme Manager.

## **8.5 Withdrawal**

Withdrawal of certification is decided by the Certification Panel as a consequence of:

- Important deviations from compliance with requirements;
- Misuse of the Certificate;
- Modifications to the Client's organisation not acceptable to the AWI;
- Refusal to allow the AWI to carry out audits including surveillance audits, or hindrance of the AWI during an audit or inspection;
- Cessation of the certified activity.

This may also include:

- Frequent noncompliance with any of the specified requirements, or other criteria specified in the relevant Standard or Schedule;
- Non-conformities uncorrected by the due date;
- Refusal to allow the AWI to carry out Audits or inspections, or hindrance of the AWI during an Audit or inspection;
- Refusal to produce documentary evidence of monitoring results;
- Any circumstances which may affect the confidence of the public, or authorities in the reliability of the Scheme.
- Bullying, harassment, intimidation, or coercion of a Representative by a Client in the performance of the Representative's duties, including in the Evaluation process;
- Failure to pay due fees and charges

The AWI may, at its sole discretion, insist that the Client undergoes a re-evaluation, resubmitting the information requested before renewing or granting a Certificate. Any re-evaluation shall be at the Client's cost.

The Withdrawal is notified in writing to the Client by the Scheme Manager, together with the supporting reasons. As a consequence of Withdrawal the Client must:

- Give back the Certificate to the AWI;
- Refrain from using any copy of the Certificate;
- Remove from all documentation and printed material any reference to the revoked certification.

The Scheme Manager shall delete the Client from the list of Certified Clients and from the Web Site Register.

If the Client decides to seek certification again a new application must be submitted to the Scheme Manager.

## **8.6 Refusal to Grant Access**

Refusal by the Client to grant a notified AWI representative access for any scheduled or unscheduled audits or surveillance activities, or to provide the AWI with the required updated information in any period may, at the sole discretion of the AWI, result in immediate suspension of all Certificates of any classification then held by the Certified Client until, or unless the AWI is again satisfied that the Certified Client, in its entirety, is meeting its obligations under the Scheme.

## **8.7 Public Notification**

Any Client voluntarily relinquishing a Certificate, or having its Certificate withdrawn, shall be listed on the Register of Certified Clients with a note stating the reason for the withdrawal (e.g. 'voluntary withdrawal', 'temporary suspension' or 'terminated for noncompliance'). The AWI may also make public communications as it deems necessary for any change of status.

## **9 FEES AND CHARGES**

### **9.1 Fees and Charges**

Following contact from the Client, the Scheme Manager will provide the Client with an indication of the certification fees and charges associated with the Scope requested by the Client and related to the time and location of the activities.

At appropriate points in time, the AWI issues formal quotations to the Client for formal acceptance, followed up by Invoices for payment.

The terms of payment of the AWI are 7 days from the date of the invoice.

The Client shall pay:

- Application and audits fees for the initial and each subsequent evaluation for each Scheme and assessable location and process;
- A non-refundable fee of 15% of the total evaluation fees is due for all assessable locations and processes, at initial application, and each year thereafter. The application fee is included in the total evaluation fees charged for each certification process;
- Any additional costs incurred by the AWI in the course of evaluation, such as travel, testing, freight of samples, etc., not otherwise included in the evaluation fee;
- The fees for any additional visits, evaluations, surveillance, supervision or testing incurred by the AWI in assessing a Client under each Scheme, or due to the Client's non-compliance with the terms of the Scheme;
- Any other charges reasonably incurred by the AWI in administering the application for, or certification of any Client under the Scheme.

Clients are required to make payment for the Application and Stage 1 Desktop Audit stage prior to AWI undertaking any detailed review of documentation and are required to have paid for any site based audits in advance of those audits taking place.

## **9.2 Refunds**

Should a Client decide not to proceed to completion of its evaluation process, any unexpended evaluation fees received from the Client shall be refunded, less the 15% application fee, and less any costs incurred by the AWI.

## **9.3 Financial Conditions**

The financial conditions for authorisation to use the Certificate of Compliance and the Certification Mark are included in the Certification Agreement between the AWI and the Client. It is an absolute requirement that a Client shall have paid all monies owed to the AWI to be granted or to retain its Certificates.

## **9.4 Recognition of existing certifications**

It is recognised that there are degrees of overlap in process requirements between Schemes that may be operating in the marketplace.

There are therefore opportunities for the AWI to rationalise the time, cost, and complexity of assessments and audits, and pass on these savings to the Client.

It is permissible for the Scheme Manager to offer the Client process and cost adjustments based on the Client providing documentary evidence of the currency of their certification under any Approved Existing Scheme. AWI shall verify this evidence utilising the verification processes applicable to that scheme.

The Scheme Manager shall request approval from the Certification Panel for any schemes intending to be recognised by the AWI as an Approved Existing Scheme, providing details of the scheme and identifying areas where overlap between that scheme and the AWI scheme exists.

The Scheme Manager is responsible for documenting and implementing processes for recognising Approved Existing Schemes.

## **10** **APPEALS AND COMPLAINTS**

AWI have mechanisms for managing any appeals in regard to certification decisions made by the Client and for managing complaints from the Client and any interested parties.

Appeals and Complaints will be managed in accordance with the AWI Appeals and Complaints Procedure AWI-C-P-003 available for review on the AWI web site.

The decision of the Appeals and Complaints Committee is final and binding on all parties.

The Scheme Manager shall review the Register of Appeals and Complaints at the end of each year to analyse the causes, and identify trends that may require appropriate management action to be taken by the Scheme.

Any appeals and/or complaints received by the AWI and the appropriate action taken will be presented at the Management Review of the Certification Governing Committee.

## **11** **SERVING NOTICE UNDER THE SCHEME**

### **11.1** **By the AWI**

Any notice issued to the Client by the AWI shall be in writing and signed by or on behalf of the AWI and may be served by:

- Email to the address on file of the Client's nominated representative; and /or
- Leaving it or sending it by prepaid recorded delivery or registered post at or to its address for the time being (the registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting, and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.
- The parties' addresses, email addresses and facsimile numbers are as specified in the Certification Agreement, or as otherwise notified in writing to the AWI.

General statements regarding the Scheme for public information are deemed to be served when uploaded to the AWI's website at [www.welding.org.au](http://www.welding.org.au)

### **11.2** **By a Client**

Any notice issued by the Client to the AWI shall be in writing and can be serviced by sending it by prepaid recorded delivery, or registered post at or to its address for the time being (the registered office where applicable) or by email to the Scheme Manager.

Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this clause.

## **12** **IMPARTIALITY**

AWI shall maintain principles of impartiality consistent with the requirements of AS/NZS ISO/IEC 17065.

The Impartiality and Policy is available for review on the AWI website.

## **13 CONFIDENTIALITY**

Unless otherwise agreed in writing by the AWI, the Client shall keep confidential all documents received from the AWI, with the exception of this document and any Certificates.

AWI is responsible for the management of all information obtained or created during the performance of conformity assessment activities.

Excepting for the information described elsewhere in the rules and that information that is available in the market place, all personnel representing AWI in any capacity will safeguard the confidentiality of information obtained or created during the performance of certification activities, including AWI committees and external bodies or individuals acting on its behalf.

The Confidentiality Policy is available for review on the AWI website.

## **14 CHANGES AFFECTING THE SCHEME**

### **14.1 Changes to the Rules**

The AWI reserves the right to modify the Rules at any time. The AWI shall communicate changes via the AWI website ([www.welding.org.au](http://www.welding.org.au)) and the Client shall be obligated to apply those changes.

No such alterations shall affect the right of any Client to use the Certificate of Compliance or the Certification Mark or claim compliance with the Scheme unless the Client shall have been given notice in writing of such alteration by the AWI, who shall notify the Client of the date by which the Client shall comply with the altered Rules.

This period shall not normally be less than six-months from the date of notification of the alterations, or at the commencement date of the Client's next issued Certificate/s, whichever is the soonest.

### **14.2 Changes to Legislation**

The AWI shall comply with all relevant, applicable national and international rules and requirements in force concerning the right to use the Certificate of Compliance or the Certification Mark or the conditions for obtaining said right. The AWI shall communicate all changes via the AWI website and the Certified Client shall be obligated to immediately apply all modifications resulting from said changes.

## **15 Liability**

- 15.1 The AWI, in the performance of certification and related activities, does not assume or undertake to discharge any responsibility to any other party or parties.
- 15.2 The Client, Interested parties and stakeholders acknowledge that the opinions and findings of the AWI represent its judgment given with due consideration to the necessary limitations of practical operation and in accordance with the performance of its duties, and agrees that the AWI does not warrant or guarantee the correctness of its opinions or that its findings will be recognised or accepted by a third party.
- 15.3 The Client, interested parties and stakeholders acknowledge and agree that the AWI will not, at any time be held liable or responsible for any claims, actions, demands, losses, damages, liability, costs or expenses which have been, or may in the future be, directly or indirectly suffered or incurred by the Client, interested parties and stakeholders or any other organisation or person, arising because of any act, omission or statement (including, but not limited to, any negligent act, omission or statement) made pursuant to, during, or in consequence of, an AWI evaluation, assessment or audit or the granting of or



## AWI RULES OF CERTIFICATION

failure to grant certification and the AWI is released from all such liability and responsibility.

- 15.4 The Client agrees to hold the AWI (harmless) and to indemnify the AWI against any loss, expense, liability, or damage, including reasonable attorney's fees, arising out of any misuse by the Client of the AWI certification or arising out of any violation by the Applicant of the terms and conditions of this Agreement.
- 15.7 If the AWI incorrectly records the Client's certification arrangements on the Register of Certificate Holders, or elsewhere, the Client agrees not to hold the AWI liable in any way for any damage caused by such incorrect published certification information, unless such damage was the result of, a willful act or gross negligence by the AWI.

## ATTACHMENT C

### AWI AUDIT FINDING DEFINITIONS

<b>AUDIT FINDING</b>	<b>DESCRIPTION</b>	<b>ACTION ARISING</b>
Non-Compliance	Non-compliance relates to any activity that in the sole opinion of the Certification Panel Chair warrants suspension of the Client's certification. This may arise as a failure to comply with the Rules of the Scheme, major complaints that appear valid, failure to address non-conformance as required under the Scheme. A Non-Compliance can be recommended by a Lead Auditor or the Scheme Manager but must be approved by the Certification Panel.	Non-compliance shall result in the suspension of certification and the Client will be subject to a review of its certification that may result in possible withdrawal or cancellation of its certification. This will typically involve a Special Audit, the cost of which will be borne by the Client and may require further follow up depending on the nature of the non-compliance before certification can be re-established.
Non-Conformance Major	A very significant discrepancy or a number of discrepancies or previously raised minor non-conformances that have not been actioned that represents a very serious risk of the Client not complying with the requirements of the Scheme and a breakdown in the Clients processes and systems.	Client to develop an action plan to address the root cause(s) of the non-conformance including a time frame and for this to be forwarded to AWI within 4 weeks or as otherwise indicated. This will typically involve a Special Audit at the Client's expense to verify that the action has been taken before closing the major non-conformance or downgrading the major non-conformance to minor non-conformance and allowing certification to continue.
Non-Conformance Minor	A significant discrepancy, a number of discrepancies which have not been actioned that represents a serious risk of the Client not complying with the requirements of the Scheme and a breakdown in the Clients processes and systems.	Client to develop an action plan to address the root cause(s) of the non-conformance including a time frame and for this to be forwarded to AWI within 4 weeks or as otherwise indicated. Providing the action is considered reasonable, certification will continue and AWI assessors will verify that the required action has been taken at the next scheduled audit before closing it.
Discrepancy	A variance from the relevant Standard or management system documentation. It may only be a minor issue or it could be significant. AWI assessors are obliged to report anything that is found to be incorrect. The number of discrepancies reported does not in itself infer a good or bad system.	Client to address the discrepancy prior to the next Audit. There is no need to advise AWI of the intended action. AWI assessors will verify the action at the next audit before closing it. For discrepancies that require a significant amount of work action need not be completed at the next audit providing a reasonable amount of progress has been made. Where these have not been fully addressed by the next audit they will be left open or if necessary may be escalated to a minor non-conformance.
Observation	A positive or negative comment on the process or system. It may be related to something outside of the scope of the audit.	Client to consider the comment as an opportunity for improvement and address it, if considered appropriate.
Compliance	Conformity to the requirements of the Standard and the management system documentation	No action is required.