DATE	NUMBER	DETAILS
29-02-2005	0	Draft for review and comments
29-01-2006	1	Issue for use
03-08-2006	2	Revision due to Unit becoming a Section
27-02-2008	3	Inclusion of Section 4.4 – submission of supporting documents such as quality manual, mandatory procedures and internal quality plan. Inclusion of Section 5.2 – provision for the availability of an interpreter during the initial factory assessment audit. Deletion of section 6.1.3 – signing of the licensing agreement.
24-02-2009	4	Minor clarifications and correction of typographical errors
13-07-2009	5	Modification of document numbering and format to align with the Integrated Management System
14-09-2009	6	Adding provisions for maximum period allowed to rectify non-compliance and maximum period allowed for postponement of initial assessment
21-12-2009	7	Adding provisions on the auditing of QMS certified and non certified companies
12-10-2011	8	Adding provisions for follow up visit and revisions on the applicable standards. Updating the procedures as per new departmental upgraded documents. Refer to the specific guidelines for the use of Mark.
03-06-2012	9	Revise the provision specifying applicant responsibility whenever General Rules and Specific Rules are amended
11-12-2014	10	General review and alignment with current practice. Amended clauses are shaded.
21-03-2015	11	Amending the terminologies for “license” and “licensees” to avoid confusion with industrial/trade license; plus other minor amendments in shaded text.
08-03-2016	12	Added clause [5.12] giving the option to carry out new initial audit in case the corrective actions are not satisfactory; changed the name of Section
10-10-2017	13	Added clause [5.15] giving the option to cancel the application in case no reply is received from applicant for a period of 45 days. Other amendments as highlighted.
16-01-2018	14	Further revision of clause [5.15] to clarify the allowed outsourcing production facility for an applicant
03-04-2018	15	Adding provisions for application (for outsourcing production facility)
06-05-2018	16	Adding provision for utilizing one outsourced facility by more than one applicant
10-03-2019	17	Revision of clauses 4.5, 4.7, and 5.15

1. INTRODUCTION

This document is applicable to the DM Third Party Certification System of determining conformity with product standards through factory assessment. This system corresponds to International Organization for Standardization (ISO) Certification Scheme Type 5 as described in the ISO 17067 and consists of (1) initial testing of the product, (2) assessment of the factory quality management system, (3) granting of the certification, and followed by (4) surveillance. A successful applicant is granted a Certificate of Product Conformity which allows them to use the DCL Conformity Mark on their product.

The DM Third Party Certification System is being implemented by Dubai Central Laboratory Department – Products Conformity Assessment Section (DCLD-PCAS), hereinafter referred to as the "DM Certification Body".

2. DEFINITION OF TERMS

2.1 CERTIFICATION – procedure by which a third party gives written assurance that a product, process or service conforms to specified requirements.

2.2 CERTIFICATION SCHEME – certification related to specific products, processes, or services to which the same particular standards and rules, and the same procedure apply.

2.3 SPECIFIC RULES – a document specifying the set of rules that are applicable to a particular certification scheme, taking into account the production methods and the kind of product or group of products to be covered under the scheme.

2.4 CERTIFICATE OF PRODUCT CONFORMITY (previously referred to as CERTIFICATION LICENSE) – a document issued under the rules of a certification system, by which a certification body grants to a person or body the right to use the DCL Conformity Mark for its products, processes or services in accordance with the rules of the relevant certification scheme

NOTE: Use of the word "certification license" in related documentation such as Specific Rules, Reference Documents, and Guidance Documents shall be interpreted to mean as "Certificate of Product Conformity" as defined herein.

2.5 CLIENT (previously referred to as LICENSEE) (Certificate owner) – organization or person responsible to a certification body for ensuring that certification requirements, and product requirements, are fulfilled. Whenever the term "client" is used in this General Rules, it applies to both the "applicant" and the "client", unless otherwise specified.

NOTE: Use of the word "licensee" in related documentation such as Specific Rules, Reference Documents, and Guidance Documents shall be interpreted to mean as "client" as defined herein.

2.6 DCL MARK– refers to the DCL Product Conformity Mark, which is a protected mark applied to a product, issued under the rules of a certification system, indicating that confidence is provided that the relevant product, process or service is in conformity with a specific standard or other normative document.

2.7 APPLICANT – means the company, organization or individual and its external/outsourced production facility (whenever applicable) (refer to provisions under clause [4.4] & [5.15]) , applying for a Certification and the right to use the DCL Mark,

2.8 DM CERTIFICATION BODY – refers to Dubai Municipality - Dubai Central Laboratory Department – Products Conformity Assessment Section (DCLD-PCAS).

3. BASIC CONDITIONS FOR GRANTING CERTIFICATE OF PRODUCT CONFORMITY

3.1 The basic conditions for granting the certificate of product conformity consist of satisfactory compliance with these General Rules of the certification system, as well as satisfactory compliance with the Specific Rules of the scheme for the particular product or type of product subject to certification.

3.2 DM Certification Body may modify these General Rules and Specific Rules at any time, including any modification necessary to satisfy instructions given by the accreditation authority. Any modification will be communicated to the applicant/client through publication in DM Certification Body website.

4. APPLICATION AND PROPOSAL FOR CERTIFICATION

4.1 Applications for product certification shall be made on the appropriate Application Form, F-IC-2001 which is available from the DM Certification Body and in the DCL website www.dcl.ae.

4.2 The applications shall include an undertaking by the applicant to abide by the terms and conditions (as given in the Application Form) of the certification system. By signing the application form, the applicant agrees to comply with the Terms and Conditions and these General Rules and the Specific Rules for the product covered in the application.

4.3 Separate applications shall be submitted for each product type or group of products that refers to a different Specific Rules.

4.4 If the main applicant which to be certified for external/outsourced production locations/facilities where his products are manufactured (clause 5.15); then the external/outsourced production facility has to submit a separate application form with all necessary documents, in such case the certificate of conformity is issued to the main applicant and the external/outsourced production locations/facilities shall appear in the scope of certification. Both the applicant and its external/outsourced production facility will have two different project numbers. All fees of certification as per the related fee structures shall be applicable on the external/outsourced production facility except the fees to use the conformity mark; since it will be invoiced to the main applicant (being the owner of the certificate).

4.5 DM Certification Body shall allow that one outsourced facility can be utilized by maximum of two main applicants. DM Certification Body shall inform the main first applicant who initially utilized the outsourced facility where all provisions under clause 4.4 above have been already fulfilled and completed. Accordingly, the outsourced facility needs not to re-apply again for certification; since this facility has already been audited earlier by DM Certification Body under the main applicant (see provision under 4.7).

4.6 Accordingly DM Certification Body may still collect new samples for testing to verify that the products are still meeting the requirements of standard specification.
(Note: - The scope of product certification and standard specification for the new applicant with the outsourced facility shall be similar to that originally certified for this facility (Same specific rules); otherwise, the outsourced facility shall re-apply (new application and project number) and DM Certification Body shall re-audit the outsourced facility).

4.7 Where the outsourced facility wishes later to be the main applicant then DM Certification Body may allow this subject to communication with other main applicant(s), if deemed necessary. In such case all provisions applicable to new applicants shall be followed; however, only the re-auditing of the facility

maybe waived provided that the previous audit was carried out within maximum six (6) months from the new application date which is subject to the approval of the manager of the DM Certification Body.

4.8 The main applicant shall always be responsible for any infractions of the rules of certification by the

outsourced facility and any related non-conformances and/or failure of products noticed during the validity of the certificate.

4.9 The completed Application form shall be submitted to DM Certification Body together with the required supporting documents specified in the application form.

4.10 Upon receipt and satisfactory results of review of the application, the DM Certification Body shall prepare and send a certification proposal to the applicant, giving the terms and fees for providing the certification service.

5. INITIAL ASSESSMENT

5.1 Upon acceptance of the proposal by the applicant and payment of the initial fees, the DM-Certification Body shall make the necessary arrangements with the applicant for carrying out the initial assessment. The initial assessment shall consist of: (1) audit of the factory quality management system and factory production control, and (2) initial testing/evaluation of the product.

5.2 The applicant shall submit all pre-audit requirements and pending documents. Should the company fail to submit the pre-audit requirements and pending documents, or, for other reasons, request for a postponement of the initial assessment audit, the certification body shall allow only a maximum of six (6) months from the proposed audit schedule or application date. Otherwise, the application shall be considered cancelled and any fees already paid shall be considered forfeited.

5.3 If required, the applicant shall provide DCL audit team a competent interpreter for the duration of the initial factory assessment audit.

5.4 Assessment of the factory quality management system and factory production control shall be according to the Specific Rules of the scheme and shall be carried out by the DM-Certification Body or by a body approved by it.

5.5 Applicant's quality management system shall be audited against the requirements of ISO 9001.

5.6 Sampling and initial testing of the product shall be carried out in accordance with the product standard/specifications requirements or other normative document referenced in the corresponding Specific Rules of the scheme.

5.7 The tests shall be carried out at Dubai Central Laboratory or at a laboratory approved by DM-Certification Body. Use of testing facilities outside Dubai Central Laboratory shall be governed by the provisions of the reference document for outsourcing, IMS-RD-09 "Outsourcing of Certification Activities"

5.8 In addition to the samples to be tested, a reference sample shall be selected and kept as a reference in case there is a need to carry out re-testing or there is some dispute in the results of testing.

5.9 The DM Certification Body shall raise Non Compliance Report (NCR) for the non-compliances found during the factory audit and during product evaluation.

5.10 Applicant shall submit corrective action plan for all non-compliance (NCR) raised during the initial factory audit within one month from the date of the audit. The completion date for the submitted corrective action shall be as per agreed period of time but not exceeding three months from date of issue. Under certain situation, and with the agreement of the Certification Body, the NCR may be re-issued (with a new completion date) at the end of the 3 months period; or, the Lead Auditor may consider the findings as not anymore valid and conduct a complete re-audit. Additional fees for re-audit shall be charged accordingly. Non-compliance with these provisions may result in cancellation of the application.

5.11 After the agreed period for implementation, DM Certification Body shall evaluate the evidences of implementation of the corrective actions. If deemed necessary, a follow up visit may be conducted.

5.12 If the results of follow up audit indicate that the corrective actions do not meet the DCLD requirements, DCLD has the option to allow more time to rectify, or to abort the initial audit and that a new Initial audit has to be conducted. Additional fees for follow up visits shall be charged.

5.13 If the corrective actions are satisfactory, the issued NCR's shall be closed.

5.14 At any stage during the initial assessment process, the DM Certification Body has the right to terminate the assessment and cancel the application, if the applicant does not respond to official communications (letters, email, telephone calls, etc.) and other unsatisfactory actions (such as intentional delay in sending samples for independent testing, not following instructions form the Lead Auditor, etc.). Upon cancellation, the assessment carried out shall be considered null and void and any fees paid by the applicant shall be considered forfeited and new application shall be re-submitted; should the client wish to re-apply for certification.

5.15 In some special cases, where the applicant wish to be certified for external/outsourced production locations/facilities where the products are manufactured, DM Certification Body shall allow only one external/outsourced production facility. Both locations (applicant factory and external/outsourced) shall be audited. The scope of certification will show the external/outsourced production locations/facilities. (Note: This provision applies only if both the main applicant and its external/outsourced production facility are manufacturers of the related product(s)). In some special cases where one of the applicants might not necessarily be the manufacturer of the product(s) but only designer or owner of the product's brand labeling; then the provisions related to these cases shall be covered under the related specific rules for certification of the product(s).

6. GRANTING THE CERTIFICATE OF PRODUCT CONFORMITY

6.1 When the results of the initial assessment demonstrate that the requirements of the General and Specific Rules and the product standard specifications (and other applicable normative documents) are met, then the DM Certification Body shall issue the Certificate of Product Conformity upon satisfying the following conditions:

6.1.1 The client shall pay the remaining balance of the certification fees. NOTE: Payment shall be made within a period of not more than 45 days from date of approval of certification recommendation; otherwise the DM Certification Body may opt to cancel the application.

6.1.2 The client shall submit a product marking proposal for approval. The marking proposal shall comply with the guidelines issued by the DM Certification Body.

6.1.3 The client shall implement an internal quality assurance plan to ensure that the product covered by the certification continue to satisfy the requirements of the Specific Rules and the standard specifications.

6.2 The Certificate of Product Conformity shall be issued together with a Scope of Certification giving details of the product covered by the certification. The Certificate of Product Conformity shall be for a specific standard only. Whenever applicable, the scope of certification shall include the external/outsourced production facility. Refer to clause 5.15.

6.3 The Certificate of Product Conformity is valid for one year and can be renewed upon continuing satisfactory compliance with the requirements as verified during surveillance. Renewal shall proceed only upon signing the proposal for renewal of certification and payment of due fees.

6.4 A Certificate of Product Conformity is non-transferable.

7. EXTENDING THE SCOPE OF THE CERTIFICATION

7.1 The client can extend the certification to other types or models of products made in the same factory and or its outsourced production facility, whenever applicable, to the same Specific Rules and Standard for which the certification is already granted.

7.2 Likewise an extension may also be applied to additional types of products made at the same factory and or its outsourced production facility, whenever applicable, but to a different Specific Rules and Standards. In this case, a separate application(s) shall be submitted.

7.3 In case of [7.1] and [7.2], depending on the product to be added to the scope, DM Certification Body may decide not to carry out a factory assessment but to require test samples of the additional products to determine its compliance with the requirements of the Specific Rules and applicable standard. If the test results are satisfactory, extension of certification scope shall be granted.

8. SURVEILLANCE

8.1 DM Certification Body shall carry out surveillance visits in accordance with the RD-DP21-2096 (IC), in order to assess the continuing compliance of the factory's quality management system and its outsourced production facility, whenever applicable, and shall take samples of products bearing the mark, either from the manufacturing premises or from the open market for independent testing in accordance with the surveillance plan

8.2 During surveillance visits, DM Certification Body shall check the client's compliance with the factory internal quality assurance plan. DM Certification Body may require an increase in the frequency of checking in the internal quality assurance plan if any failure is found among samples bearing the Mark.

8.3 Any non-compliance found during the surveillance audit shall be issued with non-compliance report to be returned back to the Certification Body with proposed corrective action within one month from the date of issue. Completion of corrective actions shall be made as per agreed period of time but not exceeding three month from date of issue, unless there is valid justification for a longer rectification period.

8.4 In addition to the surveillance visits mentioned in the Specific Rules, the DM Certification Body may carry out special inspections at any time and in any place in order to check whether the products conform to the requirements. If non-conformities are found during such special surveillance visits, a non-conformity report shall be issued to the client and the cost of testing and inspection shall be charged against them.

8.5 If required, during surveillance visits, the client shall provide a competent interpreter for the duration of the audit.

9. USE OF THE DCL MARK

9.1 Upon obtaining the certification, the client is granted the right to use the DCL Mark on the products covered by the scope of certification, in accordance with the approved product-marking proposal. If there are requirements related to the mark in the Specific Rules, these requirements shall be satisfied.

9.2 The client may use the mark in advertisements and on stationery together with the logo or the name of the client establishment, provided that it is not used in such manner that the DM Certification Body may consider as misleading.

9.3 The client shall comply with the guidelines for the use of the Mark as per IMS-RD-13 and any other guidelines that may be issued for specific products.

9.4 For mandatory products, the client shall affix the DCL Conformity Mark on the certified product.

10. PUBLICITY FOR CERTIFIED PRODUCTS

10.1 The DM Certification Body shall maintain and publish a Register of Certified Products. The information in the register shall include, as a minimum, the name of the client, the product or types of product for which certification has been granted, and the applicable standard or normative document against which the product has been assessed and found in compliance.

10.2 The DM Certification Body shall, within its power, take the necessary action to market and promote the DM Third Party Certification System through any means available.

10.3 The client has the right to publish and advertise that he has been granted the Certificate of Product Conformity to use the DCL Mark for products covered by the certification. The client shall take care that the publications and advertisements does not create any confusions between certified and non-certified products.

11. SUSPENSION, WITHDRAWAL AND TERMINATION OF CERTIFICATION

11.1 A certification may be suspended, terminated or withdrawn under the conditions specified in the procedure for Suspension, termination and withdrawal of Certification, IMS-RD-07.

12. REVISION OF RULES AND STANDARDS

12.1 The DM Certification Body has the right to change these General Rules and any Specific Rules issued for certification scheme. The client shall regularly check the DM web page for announcements and instructions related to their certification, and shall ensure that only the latest versions of the relevant certification documents are used and implemented.

12.2 If the applicable standards or normative documents are revised or replaced such that the compliance of the product is affected, the certification will be renewed only if the client agrees to fulfill the requirements of the new standard or normative documents. The DM Certification Body shall issue the procedures, the transition schedule, and other instructions for the implementation of the revised or replaced documents.

12.3 If the revision(s) on the standard or normative document do not affect the compliance of the product with the requirements, the Certificate of Product Conformity will be automatically updated to the new standard at the time of renewal.

13. FEES

13.1 The client shall pay the necessary fees in accordance with the Schedule of Fees issued by the DM Certification Body.

13.2 DM Certification Body has the right to invoice for any additional work related to repeated or additional testing and/or auditing due to non-compliance found during regular assessment.

13.3 DM Certification Body reserves the right to amend the Schedule of Fees if necessary. The amended fees shall be published in the DM webpage.

13.4 Paid fees are non-refundable.

14. APPEALS

14.1 The client may appeal any decision by the DM Certification Body in accordance with the Appeals Disputes and Complaints procedure, IMS-RD-08.

15. LIABILITY/DISCLAIMER

15.1 The DM Certification Body shall not be held liable for any action (legal or otherwise) raised by any party against the client on matters resulting from the implementation of the DM Third Party Certification System.

15.2 The client is ultimately responsible for ensuring that the product meets the requirements of other applicable regulations that were not assessed during the certification process. This includes safety, health, and environmental regulations that are not necessarily covered by the standard or the normative document referred to in the Specific Rules.