| 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 |
| 31-03-2020 | 18 | Changing font type- re-writing several clauses for more clarification – inclusion of outsourcing – modification and addition of some terminologies, rules and provisions (highlighted grey). Deleting note under 2.4 & 2.5 – Adding reduction and re-evaluation of scope of certification and modify clause 7 to refer to the details in the related document. Adding provision for extension of the 45 day grace period. Add provisions for rights and ownerships (clause 15) |
| 27-08-2020 | 19 | Add the options for initial audit by the approved CAB and remotely by PCAS. Adding definition for authorized auditor among others. Some minor editorial changes (highlighted) |
| 10-11-2020 | 20 | Changing provisions for utilizing more than two applicants per one outsource facility. Referring to outsource facility in the scope by reference/project number. Amending the provision for cancellation the application and adding maximum of (6) month grace period for response. Adding Note under 5.1. Adding subcontracting/outsourcing fees. Adding examples for designer or owner of the product’s brand labeling under 5.15. |

## 1. INTRODUCTION

This document is applicable to the DM Third Party Certification Scheme of determining conformity with product standards through factory assessment. This scheme 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 Mark on their product.
The DM Third Party Certification Scheme is being implemented by Dubai Central Laboratory Department – Products Conformity Assessment Section (DCLD-PCAS).

## 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** – a document issued under the rules of a certification scheme, by which a certification body grants to a person or body the right to use the DCL Mark for its products, processes or services in accordance with the rules of the relevant certification scheme.

2.5 **CLIENT** (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 may indicate both the "applicant" and the "client", unless otherwise specified (refer to 2.7).

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 scheme, 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 to 4.7] & [5.15]) , applying for a Certification and the right to use the DCL Mark,

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

2.9 **PRODUCT :** It includes the product, process and service

2.10 **AUTHORIZED AUDITOR :** is any approved auditor by DCLD-PCAS either internal within DCLD or external (Approved CAB's auditor or approved auditor based on a signed contract)

2.11 **INDEPENDENT TESTING LABORATORY** - Dubai Central Laboratory (DCL) or any testing laboratory recognized by DCLD-PCAS.

2.12 **INDEPENDENT TEST** – test performed or conducted by the recognized Independent Testing Laboratory

## 3. BASIC CONDITIONS FOR GRANTING THE CERTIFICATION AND AUTHORIZATION TO USE THE DCL MARK

3.1 The basic conditions for granting the certificate of product conformity and authorization to use the DCL mark consist of satisfactory compliance with these General Rules of the certification scheme, as well as satisfactory compliance with the Specific Rules of the scheme for the particular product subject to certification.

3.2 DCLD-PCAS 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 DCLD-PCAS website.

## 4. APPLICATION AND PROPOSAL FOR CERTIFICATION

4.1 Applications for product certification shall be made thru the appropriate channels (online or offline) as applied and decided by DCLD-PCAS and completing all requirements in the relevant application form.

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 scheme. By signing and or accepting these terms in 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 wishes to certify external/outsourced production locations/facilities where his products are manufactured; then the external/outsourced production facility has to apply separately for certification indicating its application as an outsource facility to the main applicant. Both the applicant and its external/outsourced production facility will have 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 DCL mark; since it will be invoiced only to the main applicant (being the owner of the certificate). (Refer to clause 5.15)

4.5 DCLD-PCAS allows numbers of main applicant(s) for one outsourced facility. In case where the outsource facility is already referred to in the scope of a certified main applicant and another applicant wishes to utilize this same outsource facility; then the decision 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 DCLD-PCAS. However, DCLD-PCAS may opt to 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 for the outsourced facility (which is already included in a certified scope for first applicant), 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 DCLD-PCAS shall re-audit the outsourced facility*].

4.6 Where the outsourced facility wishes later to be the main applicant (Certificate holder); then DCLD-PCAS may allow this; subject to communication with other relevant main applicant(s), if deemed necessary. In such case, all provisions of new applicants shall be followed. The provision for re-auditing including the note mentioned under 4.5 are also applied.

4.7 The main applicant(s) shall always be responsible for any infractions of the rules of certification by the outsourced facility (where applicable) and any related non-conformances and/or failure of products noticed during the validity of the certificate.

4.8 The completed Application shall be submitted to DCLD-PCAS together with the required specified supporting documents.

4.9 Upon receipt and satisfactory initial evaluation of the application adequacy and completeness, the DCLD-PCAS 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 and prior to the assessment audit, the DCLD-PCAS duly authorized auditor(s) shall carry out the final contract and document review, to have an overview of the company's quality system. Any deficiency found will be notified to the applicant/client. The completed contract review report shall be communicated to the company. Then DCLD-PCAS authorized auditor(s) shall arrange and communicate 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. [ Note - where the audit is done by authorized CAB auditors then the provisions under DM-DCLD-IMS-RD-09 “Outsourcing of Certification Activities” shall be applied]

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, requests for a postponement of the initial assessment audit, the DCLD-PCAS 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 DCLD-PCAS authorized auditor 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 duly authorized auditor(s). Where possible; the audit can be carried out remotely as per (DM-DCLD-RD-DP21-2098 (IC) Guidelines for Remote Audit) or as per the related approved guidelines, which are followed by the approved outsourced CAB. Use of outsourced CABS shall be in accordance with the provisions of the reference document for outsourcing, DM-DCLD-IMS-RD-09 “Outsourcing of Certification Activities” shall be applicable whenever the auditing is

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 DCLD-PCAS approved Independent Testing Laboratory. Use of testing facilities outside Dubai Central Laboratory shall be governed by the provisions of the reference document for outsourcing, DM-DCLD-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 DCLD-PCAS duly authorized auditor(s) shall raise Non-Conformity Report (NCR) for the Non-Conformity found during the factory audit and during product evaluation.

5.10 Applicant/client shall submit corrective action plan for all Non-Conformity (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 with DCLD-PCAS, the NCR may be re-issued (with a new completion date) at the end of the 3 months period; or, the Authorized Auditor(s) 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, DCLD-PCAS 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-PCAS requirements, DCLD-PCAS has the option to allow more time to rectify, or to abort and carry out new full initial audit. Additional fees for follow up and re-audit 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 stage, the DCLD-PCAS 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 but not limited to intentional delay in sending samples for independent testing, not following instructions from the Authorized Auditor, non-payment of certification fees among others... etc.)] within a period not exceeding (6) months from the last communication date by DCLD-PCAS. However, DCLD-PCAS may opt to waive this cancellation/termination decision, should the applicant provide valid justification for the delay. Upon cancellation, the assessment carried out shall be considered null and void and all already paid fees shall be considered forfeited and new application shall be re-submitted; should the client wishes to re-apply for certification.

5.15 In some special cases, where the applicant wishes to be certified for external/outsourced production locations/facilities where the products are manufactured, DCLD-PCAS shall allow only one external/outsourced production facility for the same main Applicant. Both locations (applicant factory and external/outsourced) shall be audited (refer also to clause 4.5). In such case, the certificate of product conformity is issued to the main applicant and the external/outsourced production facility project number (using DCLD-PCAS assigned client code or project number, CF-XX or BA-XX or SA-XX, among others) shall appear in the scope of certification for traceability. [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 like for example solar OBL and Steel couplers designers among others; then the provisions related to these cases shall be covered under the related specific rules for certification of the related product(s) where it prevails over this general rule's related provisions.

## 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 DCLD-PCAS 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 DCLD-PCAS may opt to cancel the application. , *however -where applicable- extension of this period requested by the client, may be granted by the manager of DCLD-PCAS only if the reason for extension is found justifiable and acceptable).*

6.1.2 The client shall submit a product-marking proposal for approval. The marking proposal shall comply with the guidelines issued by the DCLD-PCAS.

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 a reference number for 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 the periodic planned surveillance (market and/or factory). 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, REDUCTION OF , RE-EVALUATION OF 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 or even to a different rules and standards; but in this later case, a separate application(s) shall be submitted. Detailed provisions for extension of scope can be found under the related procedure (clause 7.3)

7.2 The scope of certification can also be reduced voluntarily upon the client request. Details of the products, types or models to be excluded from the scope of certification shall be provided with the effective date for which the production already stopped. Similarly the scope may reduced by decision of DCLD-PCAS based on provisions mentioned under the related procedure (clause 7.3).

7.3 More detailed related provisions related to extension, re-evaluation and reduction of scope of certification cab be found under “DM-DCLD-IMS-RD-06 Extension, Reduction, Re-evaluation of Scope of Certification”.

## 8. SURVEILLANCE

8.1 DCLD-PCAS or their authorized auditor(s) shall arrange to carry out surveillance visits in accordance with DM-DCLD-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 arrange for sampling of products bearing the DCL mark, either from the manufacturing premises or from the open market for independent testing in accordance with the approved surveillance plan.

8.2 During surveillance visits, DCLD-PCAS dully authorized auditor(s) shall check the client’s continuous compliance with the factory internal quality assurance plan. DCLD-PCAS may require an increase in the frequency of checking in the internal quality assurance plan if any failure is found among samples bearing the DCL Mark.

8.3 Any non-compliance found during the surveillance audit shall be issued with Non-Conformity report to be returned back to DCLD-PCAS dully authorized auditor(s) with proposed corrective action(s) within one month from the date of issue. Completion of the implementation of the corrective actions shall be made as per agreed period of time but not exceeding three month from date of issue, unless there is a valid justification for a longer rectification period.

8.4 In addition to the surveillance visits mentioned in the Specific Rules, the DCLD-PCAS may carry out or arrange for

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.

8.6 DCLD-PCAS may opt to carry out surveillance activities like auditing and sampling by an approved CAB, in such case, the relative provisions under DM-DCLD-IMS-RD-09 "Outsourcing of Certification Activities" shall be applied.

## 9. USE OF THE DCL MARK

9.1 Upon obtaining the certification, the client is granted the authorization 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 DCLD-PCAS may consider as misleading.

9.3 The client shall comply with the guidelines for the use of the DCL Mark as per DM-DCLD-IMS-RD-13 and any other rules and guidelines issued by DCLD-PCAS for specific products.

9.4 For mandatory products, the client shall affix the DCL Mark on the certified product as agreed and approved by DCLD-PCAS.

## 10. PUBLICITY FOR CERTIFIED PRODUCTS

10.1 The DCLD-PCAS maintains and publish a Register of Certified Products in a form of list of certified products in its website. The information in the register (list) includes, 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, which are all reflected in the certificates published in the website.

10.2 The DCLD-PCAS shall, within its power, take the necessary action to market and promote the DM Third Party Certification scheme 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 and the authorization 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 (refer to DM-DCLD-IMS-RD-13).

## 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, DM-DCLD-IMS-RD-07.

## 12. REVISION OF RULES AND STANDARDS

12.1 The DCLD-PCAS 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 DCLD-PCAS 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 applicable fees and charges decided by DCLD-PCAS related to the granting of the certificate of product conformity and the authorization to use the DCL Conformity Mark in accordance with the Schedule of Fees issued by DCLD-PCAS and the fees related to its approved CABS for any outsourcing activity, where applicable. This may also include subcontracting/outsourcing fees, where applicable.

13.2 DCLD-PCAS has the right to invoice for any additional work related to repeated or additional testing, sampling and/or auditing due to non-compliance found during regular assessment.

13.3 DCLD-PCAS 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 DCLD-PCAS in accordance with the Appeals Disputes and Complaints procedure, DM-DCLD-IMS-RD-08.

## 15. LIABILITY/DISCLAIMER/RIGHTS/OWNERSHIPS

15.1 The DCLD-PCAS 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 scheme.

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.

15.3 In case of any dispute, settlement shall be subjected to the arbitration according to the laws and courts of the Emirate of Dubai.

15.4 The DCLD-PCAS has all rights and ownership of the certificate, certification scope, audit report, evaluation report, testing report and other audit findings.

15.5 The DCLD-PCAS has the right to refuse accepting the application for certification or denying the granting of certification.