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DATE	NUMBER	DETAILS
09-02-2005	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	Adding 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	Adding 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. Adding 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).

DATE	NUMBER	DETAILS
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.
06-09-2021	21	Add provisions allowing the use of the brand names of other manufacturers to appear in the scope of certification of the main applicant, and the requirements for its label or packaging under clause 5.16.
25-04-2022	22	Revising clause 10.1 to make the list in a form of table and that the certificate can be provided upon request.
13-06-2022	23	Adding provision for allowing the use of recycled materials in the production of the products, including its definition.
11-08-2022	24	Revising clause 5.16 clarifying the provision for any applicant to apply for the inclusion of the brand name(s) of the other manufacturers in their scope of certification
04-10-2022	25	Changing section name as per the new organizational structure, and replace HOU by CQPSM (Section's Manager). Modify clause 4.1 for online application.
12-01-2023	26	Updated for merging departmental procedure into sectional and changing their numbering. Adding clauses 6.3 & 6.4 & 7.3 for decision of granting the COC by DCLD-CQPSM. Adding monitoring and verification of the DCL Mark during surveillance visits under clause 8.2, just to make it more in line with the accreditation requirements.
27-03-2023	27	Revised in line with the re-structuring and shifting common provisions from all specific rules to this General Rules. Rearranging and rephrasing of some clauses. Adding the specific requirements for thermal insulation and acoustic materials. Use of New DM Logo.
13-06-2024	28	Changing the logo of the Government of Dubai with the latest design. Revised the note under clause 5.4 and added a note under clause 8.1, added clear provisions for the deliberation for outsourced factory, among other minor changes in the terminologies.
08-08-2024	29	Added clarification on the definition for applicant, changing the statement in clause 4.5 for re-auditing the outsourced facility, added provisions for downgrading to pre-assessment in clause 5.5, minor revision for the provision for accepting test report/s under clause 5.10 and additional provision for re-sampling/re-test in clause 5.14, among other minor changes in terminologies.

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's 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. This scheme is implemented by Dubai Central Laboratory Department – Certification and Quality Control of Products Section – (DCLD-CQPS).

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** – refers to the manufacturer of the product, company, organization, as per the relevant provisions in the relevant specific rules, and its external/outsourced production facility (whenever applicable) deemed acceptable to DCLD-CQPS as per defined requirements (refer to provisions under clause [4.4 to 4.7] & [5.17]), applying for a Certification and the right to use the DCL Mark.

2.8 **DM CERTIFICATION BODY** – Dubai Central Laboratory Department – Certification and Quality Control of Products Section – (DCLD-CQPS).

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

2.10 **AUTHORIZED AUDITOR:** is any approved auditor by DCLD-CQPS 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-CQPS.

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

2.13 **RECYCLED MATERIALS** - Material that has been recovered or diverted from the non-hazardous solid waste for purpose of reuse, recycling or reclamation and a substantial portion of which is consistently used in the manufacture of products, which may otherwise be produced using raw or virgin materials.

2.14 **PRODUCT QUALITY ASSURANCE PLAN** – a document being agreed upon both by the Client and DCLD-CQPS, being used to ensure continuous compliance of the certified product.

2.15 **QMS** – Quality Management System aligned with the requirements of ISO 9001 Standard

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

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-CQPS 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- DCLD-CQPS website.

4. APPLICATION AND PROPOSAL FOR CERTIFICATION

4.1 Applications for product certification shall be made online in DM web portal.

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 5.14)

4.5 DCLD-CQPS 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 for the re-auditing of the facility maybe waived as per the discretion of the lead auditor considering the relevant factors (e.g. outsourced factory is recently audited, re-branding only of the main applicant certified products) which is still subject to the approval of the manager of DCLD-CQPS or his delegate. However, DCLD-CQPS 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-CQPS shall re-audit the outsourced facility].

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

4.9 Upon receipt and satisfactory initial evaluation of the application adequacy and completeness, the DCLD-CQPS 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-CQPS duly authorized auditor(s) shall carry out the final contract and document review, to have an overview of the company's quality management system (QMS). Any deficiency found will be notified to the applicant/client. The completed contract review report shall be communicated to the company. Then DCLD-CQPS 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-RD-DP21-2071 (IC) Outsourcing of type 5 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-CQPS 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-CQPS authorized auditor a competent interpreter for the duration of the initial factory assessment audit.

5.4 Initial factory audit will be carried out by duly authorized auditor(s) which will cover auditing of the quality management system to verify its compliance with the requirements of ISO 9001 and factory production control as per the specific rules of the product, in addition to verify the implementation of DCLD-CQPS certification's requirements. 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. Factory audits shall be conducted by a designated audit team in accordance with ISO 19011 – Guidelines for Auditing Management Systems. Use of outsourced CABS shall be in accordance with the provisions of the reference document for outsourcing, "DM-DCLD-RD-DP21-2071 (IC) Outsourcing of Type 5 certification activities".

NOTE: *An independent certification to ISO 9001 issued by a QMS certification body recognized by DCLD-CQPS may be considered as having satisfied this requirement; however, DCLD-CQPS will still carry out full ISO 9001 verification audit to confirm that the factory is in compliance with requirements of DCLD certification schemes and rules.*

Should the initial factory audit be conducted as per new application for additional standard/outsourced facility by any DCLD-CQPS certified client, then the decision to conduct the full ISO 9001 verification audit is based on the DCLD-CQPS approved auditors judgment.

5.5 During the conduct of the initial assessment, should the DCLD-CQPS assigned auditors decided to downgrade the audit as pre-assessment for noted reasons, the applicant shall be informed immediately on that day and will not proceed anymore on the second day *(if initial audit is agreed for two days).* Once the applicant informed DCLD-CQPS of their readiness for initial audit again, the final initial audit will be conducted as per the initially agreed number of days *(before the downgrading to pre-assessment).*

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. Three sets of samples per product per type should be selected – as applicable from the production line or from the warehouse and shall be subjected to testing; the first set, where possible, will be tested in the plant witnessed by a duly authorized auditor, the second set will be sent to DCLD-CQPS approved Independent Testing Laboratory. The third set will be kept by the client as reference for future use.

5.7 Sample(s) for independent test shall be packed/sealed and signed in the presence of the authorized auditor and shall be submitted to DCLD-CQPS approved lab.

5.8 The tests shall be carried out at DCLD-CQPS 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-RD-DP21-2071 (IC) Outsourcing of Type 5 certification activities".

5.9 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 about the results of testing.

5.10 Where applicable, an independent test shall only be conducted if the result of the in-plant test shows satisfactory results.

DCLD-CQPS **may** accept available valid test reports conducted by an approved DCLD-CQPS independent laboratory within one year from the date of the initial assessment or as per the time frame reflected in the relevant specific rules, in line with the internal quality control testing plan of the factory, provided that the results of the lead auditor's verification and evaluation of the said test reports complies with the relevant product certification requirements. In such a case, the testing of that parameter(s) **may be** waived accordingly.

5.11 The client shall have a quality assurance laboratory to carry out factory production control testing to ensure that the products comply with the requirements of the standard specification.

5.12 The laboratory can be part of the factory facilities, or can be through a documented agreement with an accredited external laboratory.

5.13 If the result of the test conducted by the DCLD-CQPS approved independent testing laboratory shows non-conformance to the specified requirements, the provision for rejection specified in the standard shall apply. The retest shall be carried out on the reference sample kept by the client or on new samples collected by the authorized auditor on which full testing shall be carried out, if necessary.

5.14 If the re-test passed, the initial product assessment is considered conforming to product specification. If not, the client will be advised to take corrective action. Re-sampling and re-testing are at the discretion of the assigned lead auditor and maybe allowed only maximum two (2) times.

5.15 Only after reassessment and subsequent product compliance shall the client be allowed to use DCL Conformity Mark on his product(s) that have been tested and found complying with the certification requirements.

5.16 As a specific requirement, all thermal insulation and acoustic material shall be manufactured without the use of Chlorofluorocarbons (CFCs) and have 0.05 ppm or less of added formaldehyde. Client shall submit a written declaration to DCLD-CQPS or a valid test report on the aforementioned parameters.

5.17 DCLD-CQPS duly authorized auditor(s) shall raise Non-Conformity Report (NCR) for the Non-Conformity found during the factory audit and during product evaluation.

5.18 Applicant/client shall submit proposed corrective action/s 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 the agreed period but not exceeding three (3) months from date of issue. Under certain situation, and with the agreement with DCLD-CQPS, the NCR may be re-issued (with a new completion date) at the end of the three (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.

5.19 After the agreed period for implementation, DCLD-CQPS shall evaluate the evidence of implementation of the corrective actions. If deemed necessary, a follow-up visit may be conducted.

5.20 If the results of follow up audit indicate that the corrective actions do not meet the DCLD-CQPS requirements, DCLD-CQPS has the option to allow more time to rectify, or to abort and carry out a new full initial audit. Additional fees for follow-up and re-audit shall be charged.

5.21 If the corrective actions are satisfactory, the issued NCRs shall be closed.

5.22 At any stage during the initial assessment stage, the DCLD-CQPS 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-CQPS. However, DCLD-CQPS 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 the new application shall be re-submitted; should the client wish to re-apply for certification.

5.23 In some special cases, where the applicant wishes to be certified for external/outsourced production locations/facilities where the products are manufactured, DCLD-CQPS shall allow only one external/outsourced production facility for the

same main applicant. Both locations (applicant factory and external/outsourced) shall be audited and the final assessment reports for both are subject to deliberation, either the audit was done simultaneously, or the audit for the outsourced factory was conducted later (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-CQPS 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.

5.24 In some special cases, and for specific field of products where it is common to that the applicant may wish to include the brand name(s) of the other manufacturers in their Scope of Certification, DCLD-CQPS may allow it only to this limited field of product(s). Relevant provisions for implementation shall be addressed in the related specific rules of the product(s)

5.25 Use of Recycled materials

In some manufacturing processes, where client wishes to use recycled materials as part of its raw materials in the production cycle of the finished product (which is certified or under certification), DCLD-CQPS has no objection to approve this based on the conditions below (Applicable for both certified clients and new clients).

The client shall inform DCLD-CQPS in writing and submit necessary records/data related to the use of recycled materials in its production of the product (already certified or to be certified) with the following details:

a- Type and origin of recycled material.
b- Quality control checks of this material including testing, evaluation, and acceptable criteria.
c- Initial study or trials carried out including the QC test results to ensure that the performance of the products is still within the acceptable limits against the standard specification requirements for which the product was initially certified or to be certified.
d- The study or trials carried out shall ensure that the properties of the product and its safe usage by the end-user and to the surrounding environment are not altered and still within the same acceptable approved standard measures and specifications (i.e., same properties before using the recycled materials).
e- The client is responsible for all submitted records and studies to DCLD-CQPS in line with the above requirements.
f- Confirmed declaration that recycled materials are free of any harmful or radioactive materials (where applicable).

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-CQPS 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-CQPS 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-CQPS 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 DCLD-CQPS.

6.1.3 The client shall implement an internal quality assurance plan to ensure that the product covered by the certification continues to satisfy the requirements of the Specific Rules and the standard specifications. The client shall have an internal product quality assurance plan giving details of the tests to be carried out at the factory. This will include as a minimum, the following details: (1) location of sampling; (2) frequency of sampling; (3) quantities of samples; (4) tests to be carried out; (5) results acceptance criteria; and (6) responsible person to carry out the activity. The plan shall cover all inspections carried out throughout the whole manufacturing process, i.e. (raw materials – production lines- finished product testing and evaluation as per standard specifications –final packing. The plan shall take into consideration the production process, the volume of production, the criticality of the test to be specified, and other relevant factors.

6.1.4 The client shall agree to an independent testing plan to be carried out on samples which are collected in accordance with DM-DCLD-RD-DP21-2096 (IC) – Surveillance of Certified Clients under the Factory Assessment Scheme and implemented by DCLD-CQPS.

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 5.22).

6.3 DCLD-CQPSM or whom he may delegate shall be responsible for the approval and granting of the Certificate of Product Conformity based on the results of evaluation [clause 6.1} and the recommendation of the technical committee.

6.4 As decision maker for granting the certification, DCLD-CQPSM shall not be involved in any activity related to the evaluation for granting the certification.

6.5 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.

6.6 The certified client shall be responsible to comply fully with all relevant terms and conditions as per certification requirements that are part of the application for certification. Any infraction of these terms and conditions shall be ground for suitable actions as per the related certification rules.

6.7 The 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.

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 production has already stopped. Similarly, the scope may be reduced by decision of DCLD-CQPS based on provisions mentioned under the related procedure.

7.3 All decisions related to extending, reduction and re-evaluation of scope of certification are granted by the DCLD-CQPSM or any of its delegate(s).

7.4 All related provisions can be found under DM-DCLD-RD-DP21-2072 (IC) Extension/Reduction/ Re-Evaluation of Scope of Certification and Extension of Certification.

8. SURVEILLANCE

8.1 DCLD-CQPS 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.

NOTE: *An independent certification to ISO 9001 issued by a QMS certification body recognized by DCLD-CQPS may be considered as having satisfied this requirement; however, DCLD-CQPS may still carry out full ISO 9001 verification audit, or mainly cover the areas of production and monitoring stages of product realization, quality control and final product testing and evaluation, based on DCLD-CQPS approved auditors judgment, to confirm that the factory is continuously complying with the requirements of DCLD certification schemes and rules.*

8.2 During surveillance visits, DCLD-CQPS dully authorized auditor(s) shall check the client's continuous compliance with the factory internal quality assurance plan, in addition to the monitoring and verification of the proper use of DCL Mark (Refer to clause 9). DCLD-CQPS 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-CQPS 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 the agreed period but not exceeding three months 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-CQPS 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-CQPS may opt to carry out surveillance activities like auditing and sampling by an approved CAB, in such case, the relative provisions under "DM-DCLD-RD-DP21-2071 (IC) Outsourcing of Type 5 certification activities" shall be applied.

9. USE OF THE DCL MARK

9.1 The client shall submit a product-marking proposal for approval by DCLD-CQPS. The proposal shall include drawings and/or diagrams showing the location and size of the marking for each size of the product/product container/packaging, where applicable.

9.2 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.

9.3 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-CQPS may consider as misleading.

9.4 The client shall comply with the guidelines for the use of the DCL Mark as per DM-DCLD-RD-DP21-2069 (IC) Terms and Conditions for the Use of the DCL Mark and any other rules and guidelines issued by DCLD-CQPS for specific products.

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

9.6 The Certificate of Conformity and the authorization to use the DCL Conformity Mark is non-transferable.

10. PUBLICITY FOR CERTIFIED PRODUCTS

10.1 DCLD-CQPS maintains and publishes a Register of Certified Products in the form of a table of certified clients on its website. The information in the table includes- as a minimum- the name of the certified client, the main type of product for which certification has been granted, the applicable standard or normative document against which the product has been assessed and found in compliance, the certificate number, validity, and current status. The certificate including the scope of certified products is available upon request.

10.2 The DCLD-CQPS 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 do not create any confusions between certified and non-certified products (refer to DM-DCLD-RD-DP21-2069 (IC) Terms and Conditions for the Use of the DCL Mark).

11. SUSPENSION, WITHDRAWAL AND TERMINATION OF CERTIFICATION

11.1 The certification may be suspended, terminated or withdrawn under the conditions specified in the procedure for Suspension, termination, and withdrawal of Certification, DM-DCLD-RD-DP21-2070 (IC).

12. REVISION OF RULES AND STANDARDS

12.1 The DCLD-CQPS 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-CQPS 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. APPEALS, DISPUTES AND COMPLAINTS

13.1 The client may appeal any decision by the DCLD-CQPS in accordance with DM-DCLD-RD-IC-0026 - Guidelines-Appeals Disputes and Complaints Procedure.

14. FEES

14.1 The client shall pay the applicable fees and charges decided by DCLD-CQPS 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-CQPS and the fees related to its approved CABS for any outsourcing activity, where applicable. This may also include subcontracting/outsourcing fees, where applicable.

14.2 DCLD-CQPS 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.

14.3 DCLD-CQPS reserves the right to amend the Schedule of Fees, if necessary. The amended fees shall be published on the DM webpage.

14.4 Paid fees are non-refundable.

15. LIABILITY/DISCLAIMER/RIGHTS/OWNERSHIPS

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

15.5 DCLD-CQPS has the right to refuse accepting the application for certification or denying the granting of certification, if deemed.