



● APRIL 2025

Certification Agreement

Rules for Registration and Certification — Terms and Conditions

To be read in conjunction with your application.

Contact information: www.johansonllp.com/contact

Johanson Group LLP · Colorado Springs, Colorado, USA

Certification Agreement

Rules for Registration and Certification Terms and Conditions

1. General Conditions

Johanson Group provides registration and certification services to national and international management systems such as ISO/IEC 27001.

The conditions for registration and certification with Johanson Group are that the company ("Client") agrees to, and complies with, the following Terms and Conditions for registration and retaining certification ("Agreement"):

- The Client shall make available all information deemed necessary by Johanson Group, to complete the relevant audit program;
- Any contract issued by Johanson Group is governed by the laws of the state of Colorado, USA.
- If not satisfied that all the requirements for Certification are being met, Johanson Group shall identify nonconformities and require the Client to correct and take actions to prevent recurrence. The Client grants Johanson Group permission to
- publicize their certification status.
- In the case of major nonconformities, when the Client can demonstrate that actions have been taken to meet all the requirements, Johanson Group will arrange to repeat only the necessary parts of an audit that cannot be verified by submission of documentary evidence;
- If Client is unable to verify the implementation of correction and corrective actions for a major nonconformity within 6 months of the date of the stage 2 audit, then Client is obliged by accreditation rules to repeat the stage 2 audit prior to certification;
- If the Client fails to take corrective action within the specified time limit, it may be necessary for Johanson Group, at extra cost to the Client, to repeat the audit in full;
- Identification of conformity shall refer only to the site or sites audited and shall only apply to the worded scope appearing on the certificate;

- For a registered Client to demonstrate effective management reviews and internal audits these activities shall be carried at least once per year by the registered Client;
- The Client must allow Johanson Group to conduct on-going surveillance audits in line with the planned arrangements stated in the proposal;
- Certified Clients must only use the certification marks in accordance with the Johanson Group rules for use of certification marks;
- Certified Clients must inform Johanson Group within 7 days of any serious incident that occurs within the scope of any certification held (such as a change in ownership, data breach, insolvency) – this may result in an extra, unscheduled audit by Client;
- Certified Clients must inform Johanson Group within 7 days of notification of prosecution by a regulator within the scope of registration;
- An audit day consists of 8 hours of audit activity;
- A cancellation fee may be charged for visits booked and confirmed in writing that are cancelled or postponed by the registered Client within 2 weeks of the booked date.

Johanson Group is responsible for, and will retain authority for, decisions relating to accredited certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.

2. Confidentiality

Information acquired by Johanson Group, about an applicant or a registered Client, shall be confidential and, except as required by an accrediting organization or for input to industry databases, shall not be disclosed to a third party without the prior written agreement of the Client concerned.

Where information is required to be disclosed to a third party, either by law or in maintenance of certification, the Client shall be informed of the information provided as permitted by the law.

3. Changes

The Client shall inform Johanson Group in writing and without delay of any intended changes relating to the following:

- the legal, commercial, organizational status or ownership
- organization and management
- contact address and sites
- scope of operations under the certified management system
- major changes to the management system and processes

Johanson Group will determine whether the notified changes require any additional audit activity. Failure to notify Johanson Group may result in certificate suspension

4. Application for Certification

Upon receipt of a completed request for quotation from a Client, a quotation outlining the audit criteria and fees will be submitted to the Client. Once the application for certification, suitably authorized by the Client, and the necessary fee(s) have been received by Johanson Group, the project will be allocated an audit team. The audit team leader will be responsible for ensuring that the audit is carried out in accordance with Johanson Group procedures.

5. Registration Fees

Fees are detailed in the quotation submitted to the Client. All costs are based on the rate applicable at the time of quotation and Johanson Group reserve the right to increase charges during the certification period. Such increases will be notified to the Client in writing. Additional fees will be charged for additional work not included in the scope of the original quotation and for visits required for reported incidents or noncompliance of the relevant management system. Unless otherwise stated, fees quoted include travel and expenses associated with the audit activities. All fees are subject to local taxes in the country concerned at the appropriate rates.

6. Initial Audit

Conformity assessment audits are based on sampling within a Management System and are therefore not a guarantee of 100% conformity with standard requirements.

The initial audit of Client's management system shall be carried out in two stages:

- Stage 1 – to audit the applicants management system documentation; evaluate location and site-specific conditions and to determine readiness for the stage 2 audit; establish the applicants understanding of the requirements of the standard, in particular with respect to the identification of key performance or significant aspects, processes, objectives and operation of the management system; to discuss and agree the scope of the management system, processes and location(s) and related statutory and regulatory aspects (where applicable) and associated risks, etc.; to plan the Stage 2 audit and establish planning arrangements for internal audit and management review and the general readiness for the Stage 2 audit;
- Stage 2 – to audit the implementation (including effectiveness) of the applicants management system through the audit of the information and objective evidence about conformity to all requirements of the applicable management system standard or other normative documents; assess performance monitoring, measuring, reporting and reviewing against key performance objectives and targets; evaluate the applicants management system and performance as regards legal compliance, operational control of processes, internal auditing and management review and policies; links between the normative requirements, policy, performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document), any applicable legal requirements, responsibilities, competence of personnel, operations, procedures, performance data and internal audit findings and conclusions

All records produced for the implementation and operation of the appropriate management system shall be readily available for inspection by the audit team.

The Client shall ensure that Johanson Group is advised of the name of the management representative who has authority and responsibility for maintaining the management system. This individual shall be required to maintain contact with Johanson Group. Any change to this designated person must be confirmed to Johanson Group in writing.

7. Certification Decision

When the responsible decision makers of Johanson Group are confident that the Client meets all the requirements for certification following a thorough review of the audit report(s) and associated objective evidence, the applicant shall be entered on the Johanson Group certification directory and a registration number and certificate issued. Certificates issued will remain the property Johanson Group and shall be returned to Johanson Group upon request.

8. Periodic Surveillance Audits

Periodic surveillance visits shall be carried out to confirm that the certified management system has continued to fulfil requirements between recertification audits; ensure internal audits and management review have been performed to program; review actions taken on nonconformities identified during the previous audit; evaluate treatment of complaints; evaluate the continued effectiveness of the management system with regard to achieving objectives; evaluate the management system and performance as regards legal compliance; review progress of planned activities aimed at continual improvement; ensure continuing operational control and review of any changes since the last visit.

The certificate holder shall allow Johanson Group the right of access for surveillance purposes and Johanson Group shall reserve the right to make unannounced visits as required.

In the event that the certified organization refuses to participate in an unannounced surveillance audit, the certificate shall be suspended immediately, and subsequently withdrawn if the unannounced audit is not conducted within six-months. The certificate holder will be informed of the results of all surveillances.

First surveillance visits shall be conducted no later than 12 months after the certificate issue date; and at least once per calendar year thereafter.

9. Renewal of Registration

Regardless of the frequency of the Surveillance routine, a certification cycles runs for a three-year period from the date of the certificate decision with a full re-audit to be completed within 3 years of the last date of the stage 2 audit, and every 3 years thereafter. Failure to submit for re-audit prior to the expiry date will result in a period during which the Client's registration will deem to have expired.

Johanson Group Client companies will be subject to re-audit prior to the expiry of the certificate. 6 months prior to the expiry date a new quotation will be submitted covering the new three-year cycle.

Typically, the audit-day allocations for a three-year re-audit will be approximately the same as the initial stage 2 audit.

10. Extension/Reduction of Certificate Scope

Extending the scope of registration, to cover new products/processes/locations requires registered companies to complete and return a new application for quotation. This will allow Johanson Group to determine whether additional audit time is required to cover the changes required. The application procedure outlined in 5 of these Terms & Conditions will be followed and an audit will be carried out on the areas not previously covered.

Reductions to a scope of registration, it is mandatory that Johanson Group is advised immediately of changes in organization or products i.e., closure of sites or removal of services previously supplied under original scope on certificate. Upon review and acceptance of the information, Johanson Group will determine the actions needed to process the scope reduction and will notify if an additional audit, and a change the worded scope, is required. The cost of this reduction in scope of the certificate will be based on the nature and programming of the audit if required or administration costs for a new certificate. In the above cases an amended certificate detailing those aspects of the Client activities

covered by the extension will be issued following a successful audit (where applicable) to replace the original certificate issued to the Client.

11. Publicity and Marketing of Certification

A certified Client has the right to publicize the fact that the management system which it utilizes has been certified and can apply the relevant marks to stationery and promotional material relating to the scope of certification as detailed on the certificate. In every case the Client shall ensure that no confusion arises between certified and non-certified products/processes and activities in its publications and advertising.

The Client agrees with Johanson Group that Client:

- will not make or permit any misleading statement regarding its certification;
- will not use or permit the use of a certification document or any part thereof in a misleading manner;
- upon withdrawal of its certification, will discontinue its use of all advertising matter that contains a reference to certification, as directed by Johanson Group;
- will amend all advertising matter when the scope of certification has been reduced;
- will not allow reference to its management system certification to be used in such a way as to imply that the certification body certifies a product (including services) or process;
- will not imply that the certification applies to activities and sites that are outside the scope of certification;
- will not use its certification in such a manner that would bring Johanson Group and/or certification system into disrepute and lose public trust.

12. Use of Certification Marks and Logos

The issue of a certificate and registration for certification to the Client provides a non-exclusive license ("License") to use the applied Certification Marks and Logos ("Certification Mark") applicable to the Information Security Management System ("ISMS") certified by Johanson Group. The issue of the License

does not restrict Johanson Group's right to use or license the use of the Licensed Certification Mark to any other person. The Client must ensure that the Licensed Certification Mark are used in accordance with guidelines on use maintained and published at www.johansonllp.com;

The Client agrees with Johanson Group that:

- Client does not own the Licensed Certification Mark;
- on reasonable request by Johanson Group, to submit samples of materials using the Licensed Certification Mark;
- to promptly correct any failure to comply with the use of the Licensed Certification Mark;
- not to alter, modify or deface in any way representations of the Licensed Certification Mark;
- to report to Johanson Group any suspected or actual unauthorized use of the Licensed Certification Mark of which the Client becomes aware;
- to provide all access and co-operation reasonably requested by Johanson Group to protect the Licensed Certification Mark and to ensure compliance with these terms;
- not to represent that it owns or has any rights in relation to the Licensed Certification Mark other than the License;
- not to challenge the validity or ownership of the Licensed Certification Mark;
- not to apply for registration of any trademark, business name or company name that incorporates any name or logo the same as, substantially identical with or deceptively similar to the Licensed Certification Mark, without the written consent of Johanson Group;
- not permit the Licensed Certification Mark to be applied to laboratory test, calibration, or inspection reports or certificates;

During the currency of its registration with Johanson Group Client shall be entitled to advertise that it is registered and to use the Johanson Group Client registration or certification mark(s) as appropriate. The only use of the International Accreditation Service

(IAS) logo related to this certification scheme is as displayed on the certificate issued by Johanson Group and any other use of the IAS logo is prohibited;

13. Misuse of Certificates

Johanson Group take all reasonable precautions to control the use of the certificates issued. Incorrect references to the scope of certificates or incorrect use of the certificate shall be dealt with by suitable actions, which could include suspension or withdrawal of certificates, legal action and/or publication of the transgression.

14. Suspension of a Certificate

A certificate may be suspended for a limited time in cases of:

- failure by a registered Client to effectively implement Management System requirements;
- failure to permit Johanson Group to conduct re-certification or surveillance audits at the required frequencies;
- failure to accept the presence of accreditation body auditors attending an audit to be conducted by Johanson Group;
- failure to notify Johanson Group of significant changes to the registered Client;
- misuse of certification marks;
- misrepresentation/misuse of the certificate;
- falsification and/or fabrication of records of implementation;
- failure to respond to Corrective Action Requests
- within 30 days of the date of issue;
- non-payment of certification fees owed to Johanson Group;
- expiry of a certificate after the 3-year registration period has elapsed;
- request from the Client for voluntary suspension;

If suspended, the Client shall immediately cease to identify the coverage of any certificate under suspension. Johanson Group shall notify in writing an official suspension of certificate to the Client, this notification will indicate the conditions that will allow removal of the suspension.

At the end of the suspension period, or earlier if suitable responses have been submitted by the suspended Client, an investigation will be undertaken to determine whether the required conditions for removal of suspension have been followed. If the conditions have been satisfied the certificate will be reinstated, if the conditions have not been satisfied the certificate shall be withdrawn.

The suspended Client shall be liable for any reasonable costs associated with suspension and subsequent reinstatement of the certificate and these will be charged to the registered Client.

15. Withdrawal of Certificate

A certificate may only be withdrawn if the Client does not meet required conditions raised on suspension of certificate

Intention to withdraw a certificate will be notified to the Client in writing 7 days before the proposed withdrawal date and the Client does have the right of appeal against this decision. Johanson Group is not liable to reimburse any audit fees paid and Johanson Group will publish the withdrawal of the certificate.

Reinstatement of withdrawn certificates may require a full initial audit to be conducted and where appropriate, fees to be paid in advance.

Withdrawal of the certificate will require that all promotional materials endorsed with the Johanson Group certification logos must be withdrawn from use immediately and any continued use of marks on Client publicity and stationery material will be in contravention of the intellectual property rights of the owners of the marks.

16. Cancellation of Certificate

A certificate may be cancelled if:

- The Client does not wish to renew the certificate
- The Client goes out of business
- The Client does not respond to correspondence from Johanson Group

Johanson Group is not liable to reimburse any audit fees paid and Johanson Group will publish notification of the cancellation of the certificate.

Cancellation of the certificate will require that all promotional materials endorsed with the Johanson Group certification logos must be withdrawn from use immediately and any continued use of marks on Client publicity and stationery material will be in contravention of the intellectual property rights of the owners of the marks.

17. Appeals and Disputes

In the event of certificate withdrawal or if Client does not accept a nonconformity or recommendation for registration, the Client has the right of appeal.

Should the Client intend to appeal then they should refer to the information in the 'Appeals Process' on the Johanson Group website.

Johanson Group must receive notification of the intent to appeal within seven days of the Client's receipt of the intention of withdrawal notice from Johanson Group, or the date of the audit.

The appellant must submit a formal documented substantiation for the appeal to Johanson Group within fourteen days of the receipt of the intention of withdrawal notice or the date of the audit.

Appeals will be initially reviewed by the appointed certificate decision maker(s) and the Johanson Group audit staff responsible for the recommendation to withdraw the certificate or identification of the nonconformity, who must provide evidence to support their recommendation.

Should the appointed decision maker reject the appeal then it will have passed to the executive for appraisal. Should the executive agree with the decision maker(s) finding then the appeals committee, drawn from the independent members of the impartiality committee shall consider the appeal.

The appellant will be advised of the names of the appeals committee and the appellant has the right to dispute the members of the appeals committee by formal notification of their dispute. This dispute will be reviewed by the chairman of the committee or, if the chairman is a member of the appeals committee, by a member of the appeals committee appointed to be the alternate. The Client will be notified of the result of the appeals committee review.

The decision of the appeals committee is final and shall be binding on both parties. Once the decision on the appeal has been made no counter claim by either party can be made to amend or change the decision.

In instances where the appeal has been successful, and the certificate is reinstated or the nonconformity is removed, no claim can be made against Johanson Group for reimbursement of costs or any other losses incurred because of the initial withdrawal or identified nonconformity. Submission, investigation and decision on appeals shall not result in any discriminatory actions against the appellant.

18. Complaints

Complaints regarding the conduct of Johanson Group employees should be made by following the 'Complaints Process' available on the Johanson Group website. Complainants will receive an acknowledgment of receipt immediately and the complaint will be investigated and decided upon within a maximum of 30 days from initial receipt.

Should Johanson Group receive a complaint by a user or customer of a certified Client, indicating that a certified Client no longer complies with Johanson Group requirements, then it may be necessary to either initiate withdrawal of certification, or conduct a full re-audit of the Client, with additional service fees to be paid by the Client.

19. Directory of Certified Companies

Johanson Group maintains a directory of all certified Clients, including the name, relevant normative document, scope and geographical location (e.g., city and country) for each certified Client (or the geographic location of the headquarters and any sites within the scope of a multi-site certification). This is published and made available upon request.

20. Accreditation Body Visits

Johanson Group Clients shall accept the presence of officers of the accreditation body attending an audit to be conducted by Johanson Group.

Attendance by accreditation officers shall in no way affect the certification decision making process of the Johanson Group Lead Auditor.

The Client certificate holder shall allow International Accreditation Services (IAS) assessors the right of access for surveillance purposes, witness audit, and for cause, such as formal complaints, pattern of nonconformity, regulatory requests, fraudulent activity, unethical behavior, misuse of logs, etc. Client agrees to permit access to Client facilities, management system documentation, and all associated records as required by IAS. Client must have a readily available copy of the most recent audit report provided by Johanson Group and evidence demonstrated during the certification process, e.g., management review records, internal audit report, completed audit report, records of corrective actions, closure of findings, etc.

In the event that the Client refuses to participate in an unannounced visit, the certificate shall be suspended immediately and subsequently withdrawn if the unannounced audit is not conducted within six months. The Client will be informed of the results of all surveillances.

21. Liability

Johanson Group auditors carry out an evaluation of conformity against a standard, which in respect of the time allocated can only be considered as a snapshot of the activities of the audited company and not an exhaustive evaluation.

At no point, does Johanson Group purport or profess to be a regulatory authority or expert consultants within the areas audited and can only operate within the general working knowledge of the field involved as defined by the scope of activity.

Johanson Group holds itself removed from any responsibility or liability to the audited company for any implications or actions resulting from legislative/regulatory noncompliance on behalf of the audited company including any actions taken after the audit resulting in legal or financial failures of the audited company.

22. Force Majeure

Johanson Group shall not be liable in any respect should it be prevented from discharging its obligations under this Agreement as a result of any matter beyond its control which could not be reasonably foreseen.

Contact Information

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