

1 Certification body contract requirements with the client

This document defines supplementary IATF scheme specific rule requirements forming part of the legally enforceable agreement for the provision of certification services between BSI and its client/s.

- a) The client shall provide BSI information related to previous and/or existing certification to IATF 16949 before contract signature.
- b) The client shall notify BSI of significant changes.
- c) The client shall not refuse an IATF witness audit of BSI.
- d) The client shall not refuse a BSI internal witness audit as part of our sampling process.
- e) The client shall not refuse the presence of IATF observers.
- f) The client shall not refuse the request of BSI to provide the final audit and nonconformity reports to the IATF.
- g) The only use of the IATF logo is as displayed on the certificate or the letter of conformance issued by BSI. Any other use of the IATF logo by the client is prohibited.*
- h) Quality management system consultants to the client shall not be present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by BSI.
- i) The client shall provide pre-audit planning information to BSI as required.
- j) The client shall notify BSI of its intent to transfer once a legal contract is signed with a new certification body.**
- k) The client shall work with BSI to resolve open issues related to its transfer to or from another IATF-recognized certification body.
- l) The client shall remove all references to IATF 16949 certification from all internal and external marketing channels including, but not limited to, websites and printed and electronic media when its certification is cancelled, withdrawn, or expired.
- m) BSI shall notify its clients within ten (10) calendar days of any changes in the certification body's ownership status or loss of IATF recognition.
- n) BSI shall work with the client to resolve open issues related to the client's transfer to or from another IATF-recognized certification body.
- o) BSI, including all of its sponsored IATF 16949 auditors, shall comply with all relevant data protection laws for the respective client jurisdictions and provide sufficient transparency regarding the use of relevant personally identifiable information (PII).

Any violation of provisions above shall be considered a material breach of contract and shall lead to appropriate from BSI, including, but not limited to, audit termination, audit cancellation, contract cancellation, or certification withdrawal.

*Note: The client may duplicate the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

**Note: This notification may allow the contract to be extended until all transfer activities are complete with the new certification body, which allows the IATF 16949 certificate to remain valid for a maximum of one-hundred-and-twenty (120) calendar days after the recertification audit due date or until the certificate expiration date, whichever comes first. In cases where a transfer occurs at a surveillance audit, the IATF 16949 certificate would be allowed to remain valid for a maximum of two-hundred-and-ten (210) calendar days after the surveillance audit due date.

2 Notice of Changes by a client

Agreement to IATF contractual certification means the client shall notify BSI of imminent changes that may affect the capability of the quality management system to continue to fulfil the requirements of the IATF 16949 certification. These include, for example, changes relating to:

- a) legal status
- b) ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
- c) management structure (e.g., top management, key decision-making staff, etc.)
- d) contact address or location
- e) relocation of the manufacturing process(es) or support activities
- f) closure or relocation of a manufacturing site, extended manufacturing site, or a standalone remote support location
- g) scope of operations under the quality management system, including any new locations and/or support relationships to be covered in the certification scope
- h) outsourcing of quality management system processes to other organizations
- i) customer dissatisfaction scenarios that require certification body notification as described in IATF OEM customer-specific requirements (e.g., special status conditions, etc.)
- j) a signed contract with another IATF-recognized certification body

BSI reserve the right to conduct a special audit in response to any of changes listed above, subject to discretion of the regional IATF technical and compliance team. Failure by the client to inform BSI of a change is considered a breach of the legally enforceable agreement and could potentially result in the issuance of a major nonconformity.

Records of the notification of significant changes and the actions taken shall be maintained as a part of the certification records.