

Rules for the Certification of Training and Competency Management

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GENERAL CONDITIONS

Definitions:

"Administration" means the Government of the State whose flag the Ship is entitled to fly or under whose authority the Ship is authorized to operate in the specific case.

"IACS" means the International Association of Classification Societies.

"Interested Party" means the party, other than the Society, having an interest in or responsibility for the Ship, product, plant or system subject to classification or certification (such as the owner of the Ship and his representatives, the ship builder, the engine builder or the supplier of parts to be tested) who requests the Services or on whose behalf the Services are requested.

"Owner" means the registered owner, the ship owner, the manager or any other party with the responsibility, legally or contractually, to keep the ship seaworthy or in service, having particular regard to the provisions relating to the maintenance of class laid down in Part A, Chapter 2 of the Rules for the Classification of Ships or in the corresponding rules indicated in the specific Rules.

"Rules" in these General Conditions means the documents below issued by the Society:

- (i) Rules for the Classification of Ships or other special units;
- (ii) Complementary Rules containing the requirements for product, plant, system and other certification or containing the requirements for the assignment of additional class notations;
- (iii) Rules for the application of statutory rules, containing the rules to perform the duties delegated by Administrations;
- (iv) Guides to carry out particular activities connected with Services;
- (v) Any other technical document, as for example rule variations or interpretations.

"Services" means the activities described in Article 1 below, rendered by the Society upon request made by or on behalf of the Interested Party.

"Ship" means ships, boats, craft and other special units, as for example offshore structures, floating units and underwater craft.

"Society" or "TASNEEF" means Tasneef and/or all the companies in the Tasneef Group which provide the Services.

"Surveyor" means technical staff acting on behalf of the Society in performing the Services.

Article 1

- 1.1. The purpose of the Society is, among others, the classification and certification of ships and the certification of their parts and components. In particular, the Society:
 - (i) sets forth and develops Rules;
 - (ii) publishes the Register of Ships;
 - (iii) issues certificates, statements and reports based on its survey activities.
- 1.2. The Society also takes part in the implementation of national and international rules and standards as delegated by various Governments.
- 1.3. The Society carries out technical assistance activities on request and provides special services outside the scope of classification, which are regulated by these general conditions, unless expressly excluded in the particular contract.

Article 2

- 2.1. The Rules developed by the Society reflect the level of its technical knowledge at the time they are published. Therefore, the Society, although committed also through its research and development services to continuous updating of the Rules, does not guarantee the Rules meet state-of-the-art science and technology at the time of publication or that they meet the Society's or others' subsequent technical developments.
- 2.2. The Interested Party is required to know the Rules on the basis of which the Services are provided. With particular reference to Classification Services, special attention is to be given to the Rules concerning class suspension, withdrawal and reinstatement. In case of doubt or inaccuracy, the Interested Party is to promptly contact the Society for clarification. The Rules for Classification of Ships are published on the Society's website: www.tasneef.ae.
- 2.3. The Society exercises due care and skill:
 - (i) in the selection of its Surveyors
 - (ii) in the performance of its Services, taking into account the level of its technical knowledge at the time the Services are performed.
- 2.4. Surveys conducted by the Society include, but are not limited to, visual inspection and non-destructive testing. Unless otherwise required, surveys are conducted through sampling techniques and do not consist of comprehensive verification or monitoring of the Ship or of the items subject to certification. The surveys and checks made by the Society on board ship do not necessarily require the constant and continuous presence of the Surveyor. The Society may also commission laboratory testing, underwater inspection and other checks carried out by and under the responsibility of qualified service suppliers. Survey practices and procedures are selected by the Society based on its experience and knowledge and according to generally accepted technical standards in the sector.

Article 3

- 3.1. The class assigned to a Ship, like the reports, statements, certificates or any other document or information issued by the Society, reflects the opinion of the Society concerning compliance, at the time the Service is provided, of the Ship or product subject to certification, with the applicable Rules (given the intended use and within the relevant time frame). The Society is under no obligation to make statements or provide information about elements or facts which are not part of the specific scope of the Service requested by the Interested Party or on its behalf.
- 3.2. No report, statement, notation on a plan, review, Certificate of Classification, document or information issued or given as part of the Services provided by the Society shall have any legal effect or implication other than a representation that, on the basis of the checks made by the Society, the Ship, structure, materials, equipment, machinery or any other item covered by such document or information meet the Rules. Any such document is issued solely for the use of the Society, its committees and clients or other duly authorised bodies and for no other purpose. Therefore, the Society cannot be held liable for any act made or document issued by other parties on the basis of the statements or information given by the Society. The validity, application, meaning and interpretation of a Certificate of Classification, or any other document or information issued by the Society in connection with its Services, is governed by the Rules of the Society, which is the sole subject entitled to make such interpretation. Any disagreement on technical matters between the Interested Party and the Surveyor in the carrying out of his functions shall be raised in writing as soon as possible with the Society, which will settle any divergence of opinion or dispute.
- 3.3. The classification of a Ship, or the issuance of a certificate or other document connected with classification or certificate on and in general with the performance of Services by the Society shall have the validity conferred upon it by the Rules of the Society at the time of the assignment of class or issuance of the certificate; in no case shall it amount to a statement or warranty of seaworthiness,

structural integrity, quality or fitness for a particular purpose or service of any Ship, structure, material, equipment or machinery inspected or tested by the Society.

- 3.4. Any document issued by the Society in relation to its activities reflects the condition of the Ship or the subject of certification or other activity at the time of the check.
- 3.5. The Rules, surveys and activities performed by the Society, reports, certificates and other documents issued by the Society are in no way intended to replace the duties and responsibilities of other parties such as Governments, designers, ship builders, manufacturers, repairers, suppliers, contractors or sub-contractors, Owners, operators, charterers, underwriters, sellers or intended buyers of a Ship or other product or system surveyed.

These documents and activities do not relieve such parties from any fulfilment, warranty, responsibility, duty or obligation (also of a contractual nature) expressed or implied or in any case incumbent on them, nor do they confer on such parties any right, claim or cause of action against the Society. With particular regard to the duties of the ship Owner, the Services undertaken by the Society do not relieve the Owner of his duty to ensure proper maintenance of the Ship and ensure seaworthiness at all times. Likewise, the Rules, surveys performed, reports, certificates and other documents issued by the Society are intended neither to guarantee the buyers of the Ship, its components or any other surveyed or certified item, nor to relieve the seller of the duties arising out of the law or the contract, regarding the quality, commercial value or characteristics of the item which is the subject of transaction.

In no case, therefore, shall the Society assume the obligations incumbent upon the above-mentioned parties, even when it is consulted in connection with matters not covered by its Rules or other documents.

In consideration of the above, the Interested Party undertakes to relieve and hold harmless the Society from any third party claim, as well as from any liability in relation to the latter concerning the Services rendered.

Insofar as they are not expressly provided for in these General Conditions, the duties and responsibilities of the Owner and Interested Parties with respect to the services rendered by the Society are described in the Rules applicable to the specific Service rendered.

Article 4

- 4.1. Any request for the Society's Services shall be submitted in writing and signed by or on behalf of the Interested Party. Such a request will be considered irrevocable as soon as received by the Society and shall entail acceptance by the applicant of all relevant requirements of the Rules, including these General Conditions. Upon acceptance of the written request by the Society, a contract between the Society and the Interested Party is entered into, which is regulated by the present General Conditions.

- 4.2. In consideration of the Services rendered by the Society, the Interested Party and the person requesting the service shall be jointly liable for the payment of the relevant fees, even if the service is not concluded for any cause not pertaining to the Society. In the latter case, the Society shall not be held liable for non-fulfilment or partial fulfilment of the Services requested. In the event of late payment, interest at the legal current rate increased by 1.5% may be demanded.

- 4.3. The contract for the classification of a Ship or for other Services may be terminated and any certificates revoked at the request of one of the parties, subject to at least 30 days' notice to be given in writing. Failure to pay, even in part, the fees due for Services carried out by the Society will entitle the Society to immediately terminate the contract and suspend the Services.

For every termination of the contract, the fees for the activities performed until the time of the termination shall be owed to the Society as well as the expenses incurred in view of activities already programmed; this is without prejudice to the right to compensation due to the Society as a consequence of the termination.

With particular reference to Ship classification and certification, unless decided otherwise by the Society, termination of the contract implies that the assignment of class to a Ship is withheld or, if already assigned, that it is suspended or withdrawn; any statutory certificates issued by the Society will be withdrawn in those cases where provided for by agreements between the Society and the flag State.

Article 5

- 5.1. In providing the Services, as well as other correlated information or advice, the Society, its Surveyors, servants or agents operate with due diligence for the proper execution of the activity. However, considering the nature of the activities performed (see art. 2.4), it is not possible to guarantee absolute accuracy, correctness and completeness of any information or advice supplied. Express and implied warranties are specifically disclaimed.

Therefore, except as provided for in paragraph 5.2 below, and also in the case of activities carried out by delegation of Governments, neither the Society nor any of its Surveyors will be liable for any loss, damage or expense of whatever nature sustained by any person, in tort or in contract, derived from carrying out the Services.

- 5.2. Notwithstanding the provisions in paragraph 5.1 above, should any user of the Society's Services prove that he has suffered a loss or damage due to any negligent act or omission of the Society, its Surveyors, servants or agents, then the Society will pay compensation to such person for his proved loss, up to, but not exceeding, five times the amount of the fees charged for the specific services, information or opinions from which the loss or damage derives or, if no fee has been charged, a maximum of AED5,000 (Arab Emirates Dirhams Five Thousand only). Where the fees charged are related to a number of Services, the amount of the fees will be apportioned for the purpose of the calculation of the maximum compensation, by reference to the estimated time involved in the performance of the Service from which the damage or loss derives. Any liability for indirect or consequential loss, damage or expense is specifically excluded. In any case, irrespective of the amount of the fees charged, the maximum damages payable by the Society will not be more than AED5,000,000 (Arab Emirates Dirhams Five Millions only). Payment of compensation under this paragraph will not entail any admission of responsibility and/or liability by the Society and will be made without prejudice to the disclaimer clause contained in paragraph 5.1 above.

- 5.3. Any claim for loss or damage of whatever nature by virtue of the provisions set forth herein shall be made to the Society in writing, within the shorter of the following periods: (i) THREE (3) MONTHS from the date on which the Services were performed, or (ii) THREE (3) MONTHS from the date on which the damage was discovered. Failure to comply with the above deadline will constitute an absolute bar to the pursuit of such a claim against the Society.

Article 6

- 6.1. These General Conditions shall be governed by and construed in accordance with United Arab Emirates (UAE) law, and any dispute arising from or in connection with the Rules or with the Services of the Society, including any issues concerning responsibility, liability or limitations of liability of the Society, shall be determined in accordance with UAE law. The courts of the Dubai International Financial Centre (DIFC) shall have exclusive jurisdiction in relation to any claim or dispute which may arise out of or in connection with the Rules or with the Services of the Society.

- 6.2. However,

- (i) In cases where neither the claim nor any counterclaim exceeds the sum of AED300,000 (Arab Emirates Dirhams Three Hundred Thousand) the dispute shall be referred to the jurisdiction of the DIFC Small Claims Tribunal; and
- (ii) for disputes concerning non-payment of the fees and/or expenses due to the Society for services, the Society shall have the

right to submit any claim to the jurisdiction of the Courts of the place where the registered or operating office of the Interested Party or of the applicant who requested the Service is located.

In the case of actions taken against the Society by a third party before a public Court, the Society shall also have the right to summon the Interested Party or the subject who requested the Service before that Court, in order to be relieved and held harmless according to art. 3.5 above.

Article 7

- 7.1.** All plans, specifications, documents and information provided by, issued by, or made known to the Society, in connection with the performance of its Services, will be treated as confidential and will not be made available to any other party other than the Owner without authorization of the Interested Party, except as provided for or required by any applicable international, European or domestic legislation, Charter or other IACS resolutions, or order from a competent authority. Information about the status and validity of class and statutory certificates, including transfers, changes, suspensions, withdrawals of class, recommendations/conditions of class, operating conditions or restrictions issued against classed ships and other related information, as may be required, may be published on the website or released by other means, without the prior consent of the Interested Party. Information about the status and validity of other certificates and statements may also be published on the website or released by other means, without the prior consent of the Interested Party.
- 7.2.** Notwithstanding the general duty of confidentiality owed by the Society to its clients in clause 7.1 above, the Society's clients hereby accept that the Society may participate in the IACS Early Warning System which requires each Classification Society to provide other involved Classification Societies with relevant technical information on serious hull structural and engineering systems failures, as defined in the IACS Early Warning System (but not including any drawings relating to the ship which may be the specific property of another party), to enable such useful information to be shared and used to facilitate the proper working of the IACS Early Warning System. The Society will provide its clients with written details of such information sent to the involved Classification Societies.
- 7.3.** In the event of transfer of class, addition of a second class or withdrawal from a double/dual class, the Interested Party undertakes to provide or to permit the Society to provide the other Classification Society with all building plans and drawings, certificates, documents and information relevant to the classed unit, including its history file, as the other Classification Society may require for the purpose of classification in compliance with the applicable legislation and relative IACS Procedure. It is the Owner's duty to ensure that, whenever required, the consent of the builder is obtained with regard to the provision of plans and drawings to the new Society, either by way of appropriate stipulation in the building contract or by other agreement.
- In the event that the ownership of the ship, product or system subject to certification is transferred to a new subject, the latter shall have the right to access all pertinent drawings, specifications, documents or information issued by the Society or which has come to the knowledge of the Society while carrying out its Services, even if related to a period prior to transfer of ownership.

Article 8

- 8.1.** Should any part of these General Conditions be declared invalid, this will not affect the validity of the remaining provisions.

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1 INTRODUCTION

These Rules set out the procedures applied by Tasneef:

- a) to verify that the Training & Competency Management (TCM) system of a Company responsible for the operation of ships that comply with the intent of STCW 95 as amended,
- b) to issue a Training & Competency Management Certificate (TCMC) to a Company enabling them to issue their personnel Training & Competency Qualification Certificates (TCQC), and
- c) to carry out the relevant periodical verification of compliance with the requirements of these rules.

Tasneef reserves the right to carry out additional verifications as deemed necessary in pursuance of its internal Quality System or as required by external organisations.

2 DEFINITIONS

2.1 Audit

A systematic and independent verification to determine whether the TCM activities and related results comply with the planned arrangements and whether these arrangements are implemented effectively and are suitable to achieve the objectives.

2.2 Auditor

A Tasneef person verifying compliance with the requirements of these rules and who fulfils the personal qualification and other pertinent requirements. The person is to be qualified at least as an ISM or ISO 9000 auditor.

2.3 Lead Auditor

An auditor authorised to lead a team of two or more auditors.

2.4 Non-conformity

An observed situation where objective evidence indicates a non-fulfilment of a specific requirement.

2.5 Observation

A statement of fact made during an audit and substantiated by objective evidence. It may also be a statement made by the auditor referring to the TCM which, if not corrected, may lead to a non-conformity in future.

3 TRAINING & COMPETENCY MANAGEMENT (TCM)

3.1 General

The Company shall ensure that all training and

assessment of personnel is:

- i) structured in accordance with written programmes, including such methods and media of delivery, procedures, and course material as are necessary to achieve the prescribed standard of competence; and
- ii) conducted, monitored, evaluated and supported by persons qualified in accordance with [3.3].

3.2 Training

3.2.1 Objectives

The Company shall ensure that the education and training objectives and related standards of competence to be achieved are clearly defined and identify the levels of knowledge, understanding and skills appropriate to the examinations and assessments required under the Training & Competency Management (TCM) system.

The objectives and related quality standards may be specified separately for different courses and training programmes.

3.2.2 Quality Standards

The field of application of the quality standards shall cover the administration of the certification system, all training courses and programmes, examinations and assessments carried out by or under the responsibility of the Company and the qualifications and experience required of instructors and assessors, having regard to the policies, systems, controls and internal quality assurance reviews established to ensure achievement of the defined objectives.

3.2.3 Internal Review Process

The Company shall ensure that an internal review of the knowledge, understanding, skills and competence acquisition and assessment activities, and of the administration of the certification system, is conducted annually sufficient time before the Tasneef annual audit in order to verify that:

- i) all internal management control and monitoring measures and follow-up actions comply with planned arrangements and documented procedures and are effective in ensuring achievement of the defined objectives;
- ii) the results of each independent evaluation are documented and brought to the attention of those responsible for the area evaluated; and
- iii) timely action is taken to correct deficiencies prior to any annual audit.

3.3 Assessment

Any person conducting in-service assessment of competence of personnel, which is intended to be used in qualifying for certification under these rules, shall:

- i) have an appropriate level of knowledge and understanding of the competence to be assessed;
- ii) be competent in the task for which the assessment is being made;
- iii) have gained practical assessment experience; and
- iv) if conducting assessment involving the use of simulators, have gained practical assessment experience on the particular type of simulator under the supervision and to the satisfaction of an experienced assessor.

3.4 Courses/Modules

The following items of the information to be provided:

- i) details of academic and training strategies in use;
- ii) an organization chart and information on the TCM system;
- iii) a description of training facilities and equipment. an outline of the policies and procedures on:
- iv) the development of new courses/modules and review of existing courses/modules,
- v) the assessment system, including appeals and resits,
- vi) assessor recruitment, training, development, appraisal and promotion,

For individual courses/modules

- vii) Overview of course syllabus
- viii) The aim of each course/course philosophy
- ix) The projected learning outcomes of the course
- x) The level of knowledge outcome of the course
- xi) The target audience
- xii) The quality assurance procedures in place for each course.

3.5 Reporting

The report of the internal review required by [3.2.3] shall include the terms of reference for the evaluation and the qualifications and experience of the assessors.

4 CERTIFICATION & AUDIT

4.1 Training & Competency Management Certificate (TCMC)

A TCMC shall be issued to a Company following an initial or the subsequent renewal verification of compliance with the requirements of their TCM system.

Reasons for which a TCMC shall become invalid include:

- i) corrective actions are not completed within the agreed schedule;
- ii) amendments to the TCM are not taken into account;

- iii) the Company does not request the annual audit.

In these cases, Tasneef shall immediately notify the Company.

Invalidation of a TCMC shall result in the invalidation of the qualifications issued since the last annual audit in accordance with the TCMC.

Where a TCMC has been withdrawn a new TCMC shall be issued following an additional audit to the extent and scope of an initial audit being carried out.

4.2 Training & Competency Qualification Certificate (TCQC)

The Company shall issue a TCQC to their personnel following verification of compliance with the requirements of these Rules.

A copy of the TCQC shall be available at the Company's personnel files.

The issue of a TCQC is conditional upon:

- i) the existence of a valid TCMC;
- ii) corrective actions are completed within the agreed time schedule;
- iii) there is no evidence of an unresolved nonconformity.

4.3 Application for certification

The Company's application for certification to Tasneef, and the relevant documentation considered necessary.

4.4 Interim Verification

The auditor to verify that the TCM system and any relevant documentation comply with the requirements of these Rules.

If this review shows that the documentation is in order then Tasneef may issue an interim TCMC valid for 6 months.

Amendments made to the system documentation to correct observations and non-conformities identified during this review may be verified remotely or during the subsequent initial audit described in [4.5].

4.5 Initial Audit

The initial verification for issuing a TCMC to a Company consists of the following steps:

- i) document review: (see [4.4])
- ii) company audit: in order to verify the effective functioning of the TCM system, including objective evidence that the Company's TCM has been in operation for at least three months.

The objective evidence is to inter alia include records from the internal audits performed by the Company, and examining and verifying the correctness of records.

4.6 Annual Audit

Annual audits are to be carried out to maintain the validity of the TCMC. The purpose of these audits is to verify the effective functioning of the TCM

system; which should include a systematic examination of training and qualification activities.

The auditor should:

- i) carry out the evaluation in accordance with documented procedures;
- ii) ensure that the results of each evaluation are documented and brought to the attention of those responsible for the area evaluated; and
- iii) check that timely action is taken to correct any deficiencies.

The purpose of the audit is to provide an independent assessment of the effectiveness of the quality standard arrangements at all levels. The auditor should be provided in advance with sufficient information to give an overview of the tasks in hand.

4.7 Renewal Audit

Document review shall be part of the renewal audit if modifications to the Company TCM system have taken place.

When a renewal audit is completed within three months before the expiry date of the existing certificate, the new certificate should be valid from the date of completion of the renewal audit for a period not exceeding five years from the date of expiry of the existing certificate.

When a renewal audit is completed more than three months before the expiry date of the existing certificate, the new certificate shall be valid from the date of completion of the renewal audit for a period not exceeding five years.

4.8 Preparing the audit

The auditor(s) in co-operation with the Company is to produce an audit plan.

The audit plan is to be designed to be flexible in order to permit changes in emphasis based on information gathered during the audit, and to permit the effective use of resources. This plan is to be communicated to the Company and those involved in the audit.

The audit plan shall include:

- i) identification of the individuals or organizational units to be audited having significant direct responsibilities regarding the TCM;
- ii) identification of Auditor(s);
- iii) the language of the audit;
- iv) the date(s) and place(s) where the audit is to be conducted; and
- v) the schedule of meetings to be held with the Company's management.

4.9 Executing the audit

The audit is to start with an opening meeting, the purpose of which is to:

- i) introduce the auditor(s) to the Company's management
- ii) explain the scope and objectives of the audit;

- iii) provide a short summary of the methods and procedures to be used to conduct the audit;
- iv) establish the official communication line between the auditor(s) and the Company;
- v) confirm that resources, documentation and facilities needed to perform the audit are available; and;
- vi) confirm the time and date of the closing meeting and any possible interim meetings.

Working documents may be used to facilitate the audit and to document the results, which may include:

- vii) checklists used to evaluate TCM elements;
- viii) forms for reporting observations and documenting supporting evidence.

Working documents should not restrict additional activities or investigations, which may become necessary as a result of information gathered during the audit.

Audit is a sampling process and is not exhaustive in nature.

The auditor(s) is to review the TCM on the basis of the documentation presented by the Company and objective evidence of its effective implementation, which shall be collected through interviews and examination of documents.

Annual and renewal audits of the Company may include a review of non-conformities reported in relation to previously conducted audits.

The auditor may select a sample of the reported nonconformities and audit the company's review and resolution of non-conformities.

Audit findings are to be documented in a clear, concise manner and supported by objective evidence. The auditor(s) shall review these in order to determine which are to be reported as non-conformities or observations.

At the end of the audit, prior to preparing the audit report, the Auditor(s) is to hold a meeting with those responsible for the functions concerned. The purpose is to present non-conformities and observations to the Company in such a manner as to ensure that they clearly understand the results of the audit.

4.10 Audit report

The audit report is to be prepared by the lead auditor, based on information gathered by and discussed with the audit team members. It must be accurate and complete, reflecting the content of the audit, and is to include the following items, as applicable:

- i) the date of completion of the audit and submission of the audit report;
- ii) the scope and objectives of the audit;
- iii) auditor(s), Company's representatives; and
- iv) all non-conformities, observations and findings.

Before submitting a final report, the evaluation team should forward an interim report to the management seeking their comments on their findings. Upon

receiving their comments, the evaluators should submit their final report, which should:

- i) include brief background information about the training programme;
- ii) be full, fair and accurate;
- iii) highlight the strengths and weaknesses of the company;
- iv) describe the evaluation procedure followed;
- v) cover the various elements identified in [3];
- vi) indicate the extent of compliance or noncompliance with the requirements of the Rules and the effectiveness of the quality standards in ensuring achievement of defined aims and objectives; and
- vii) spell out clearly the areas found deficient, offer suggestions for improvement and provide any other comments the evaluators consider relevant.

The Company is to maintain audit report records of all audits.

4.11 Corrective Action Follow-up

The non-conformity report (NCR) is to clearly state the fact identified as non-compliant with a requirement of the Company's TCM system.

The content of the non-conformity report is to be complete and concise, and written in such a manner as to be easily understood by a second party reviewing the non-conformity report. Clarity should not be sacrificed for the sake of brevity.

Whenever possible auditors are to endeavour to write NCRs in reference to a requirement of the Company's TCM, and when necessary for the sake of clarity, restate the requirement.

Non-conformities are to be classified against the pertinent requirements of TCM.

A TCMC may be issued, endorsed or renewed before non-conformities have been closed out, provided that a schedule has been agreed between the Company and auditor(s) for completion of necessary corrective actions. The Company is responsible for applying for any follow-up audit required by the auditor.

Additional verification(s) may be necessary to confirm the validity of a TCMC depending on the nature of modifications or non-conformities to the Company TCM. The Company shall be requested to immediately notify Tasneef when modifications to the Company TCM are introduced. The Company is responsible for determining and implementing corrective action for non-conformities identified by the auditor(s). Prior to implementation, a corrective action plan is to be submitted to the auditor within an agreed time period. A schedule not exceeding three months is to be agreed for implementation of the necessary corrective actions. Verification of the effectiveness of the corrective actions shall be done not later than the next audit coming due (annual, intermediate or renewal).

The review of Company non-conformity resolution and verification activities performed in accordance with [3.2.3] may be used to verify corrective actions in relation to non-conformities.

4.12 Company responsibilities

The Company is responsible for:

- i) informing relevant employees or organizational units about the objectives and scope of the audit;
- ii) appointing responsible members of staff to accompany auditor(s);
- iii) providing the resources needed by auditor(s) to ensure an effective and efficient verification process;
- iv) providing access and objective evidence as requested by auditor(s);
- v) co-operating with auditor(s) to permit the audit objectives to be achieved; and
- vi) assigning internal review teams such that persons in the same department cannot review their respective departments; and
- vii) conduct internal reviews.

4.13 Tasneef responsibilities

Tasneef is responsible for ensuring that the certification process is performed according to these requirements.

This includes management control of all aspects of the certification. Responsibilities of auditor(s).

The auditor is responsible for:

- i) planning and carrying out assigned responsibilities effectively and efficiently;
- ii) complying with the applicable requirements and other appropriate directives;
- iii) reporting any major obstacles encountered in performing the audit;
- iv) organizing specialist technical assistance required to fulfill the competence requirements of the audit as and when appropriate;
- v) communicating and clarifying the non-conformities to the Company;
- vi) communicating any observation;
- vii) reporting the audit results clearly, conclusively and without undue delay;
- viii) submitting the audit report to the Company; and
- ix) verifying the effectiveness of the corrective actions taken by the Company.

Personnel participating shall ensure confidentiality of documents pertaining to the certification and treating privileged information with discretion.