



<b>Conformity Evaluation Body METAS-Cert</b> <b>METAS-Cert Certification agreement</b>	<b>Document No</b>	<b>6030B03_EN</b>
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## METAS-Cert Certification agreement

- 1 Preamble
  - 1.1 The conformity assessment body of the Federal Institute of Metrology METAS (METAS-Cert) performs conformity assessments of designs and types of measuring instruments and certifies products and management systems of measuring instrument manufacturers. It thus enables manufacturers to introduce measuring instruments into the Swiss and EU markets in accordance with the applicable legal requirements (Agreement between the Swiss Confederation and the European Community on Mutual Recognition in Relation to Conformity Assessment; SR 0.946.526.81 [6]).
  - 1.2 The designating authority of METAS-Cert is the General Secretariat of the Federal Department of Justice and Police (GS-FDJP). As evidence of its competence, METAS-Cert holds accreditation in accordance with ISO/IEC 17020 [2] (inspection body), ISO/IEC 17021 [3] (certification body for management systems) and ISO/IEC 17065 [5] (certification body for products).
  - 1.3 This agreement lays out the relevant general conditions and the services to be rendered by METAS-Cert and the client to ensure that conformity assessments are carried out appropriately and in accordance with the applicable standards. This agreement is subject to Swiss law.
- 2 Contractual agreement
  - 2.1 The client is aware of the general and domain-specific certification principles of METAS-Cert. The client has submitted a written application to METAS-Cert.
  - 2.2 In order to perform a conformity assessment procedure for a measuring instrument or quality management system, the client engages METAS-Cert, via the order form, to perform the conformity assessment as a general contractor. The order form specifies the nature of the certification.
  - 2.3 METAS-Cert shall inform the client in good time of any changes to the agreement that are made necessary by changes in the certification requirements or procedures. It shall maintain the client's freedom of contract.
  - 2.4 METAS-Cert shall ensure that due discretion is maintained with respect to third parties for all of the observations and experience gathered in connection with the certification.
- 3 Scope of the certification (3.2 Type examination, 3.3 Production quality assurance or 3.4 Product verification)
  - 3.1 General terms and conditions
    - 3.1.1 In order to ensure the impartiality of the conformity assessment, only technical experts and auditors who have not had an employment or consulting relationship with the client for at least 3 years may be engaged.
    - 3.1.2 METAS-Cert assists the client through the certification process and provides information about the basic requirements and where they are defined. METAS-Cert may publish guidelines and information sheets, but METAS-Cert does not offer clients any advice on certification activities.

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- 3.2 Type examination by test laboratories and test results
  - 3.2.1 The client shall designate a contact person who is responsible for the certification, and shall forward to METAS-Cert all of the technical documentation, descriptions, files and pictures required to assess the conformity of the type.
  - 3.2.2 Tests that were performed by recognised bodies or test laboratories can be included in the conformity assessment. The client shall forward the relevant authentic test reports and certificates to METAS-Cert to enable METAS-Cert to take the test results into consideration before submitting its quotation.
  - 3.2.3 METAS-Cert may recognise test results from a client's laboratory accredited in accordance with ISO/IEC 17025 [4]. A specific agreement between METAS-Cert and the client shall be drawn up for this purpose.
  - 3.2.4 The client shall forward to METAS-Cert a type specimen that is representative for production and that may not be a prototype.
  - 3.2.5 METAS-Cert shall designate both a technical expert (Project Manager) who is responsible for coordination and the test laboratories involved in examining the type specimen (hereafter the "certification team"), with preference given to the METAS technical laboratories.
  - 3.2.6 If necessitated by circumstances, and with the client's consent, METAS-Cert can pass on the test order to external technical laboratories.
- 3.3 Production quality assurance
  - 3.3.1 The client shall designate a contact person who is responsible for the certification, and shall forward to METAS-Cert all of the documentation required to assess the conformity of the quality management system.
  - 3.3.2 METAS-Cert shall designate a chief auditor (Project Manager) responsible for the conformity assessment who shall assemble an appropriate audit team in line with the conceptual criteria.
  - 3.3.3 The employees of the audited client shall strive to create the greatest possible transparency and participate actively in the entire process so that the audit can be productive for the client.
  - 3.3.4 The client shall ensure that the audit team has access to the appropriate equipment, location(s), department(s) and personnel, as well as to its subcontractors. It shall openly inform the audit team of events, problems and projects which may have any bearing whatsoever on the conformity assessment.
  - 3.3.5 The audit team shall perform an impartial assessment of the client's quality management system and its practical implementation.
  - 3.3.6 Observers may participate in the audit for purposes named by METAS-Cert as designated body. The head of METAS-Cert shall ensure that such parties comply with the obligation to maintain confidentiality.
- 3.4 Product verification
  - 3.4.1 The client shall designate a contact person who is responsible for the certification, and shall forward to METAS-Cert all the technical documentation, descriptions, files and pictures required to assess the conformity of the product.
  - 3.4.2 Tests that were performed by recognised bodies or test laboratories can be included in the conformity assessment. The client shall forward the relevant authentic test reports and certificates to METAS-Cert in good time.

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- 3.4.3 METAS-Cert shall designate a technical expert (Project Manager) who is responsible for the testing.
- 3.4.4 The client shall prepare the measuring instrument and the environment for the testing and ensure that the materials and auxiliary personnel specified in the order confirmation are provided.
- 3.4.5 The client shall ensure that the measuring instrument is correctly marked and that the necessary documentation is to hand.
- 3.4.6 In the event of a cancellation or postponement of the test date by the client, the costs incurred as a result shall be chargeable.
- 3.4.7 If necessitated by circumstances, and with the client's consent, METAS-Cert can pass on the test order to external technical laboratories.

### **4 Dates**

- 4.1 The procedure, the dates and the determination of the tests or audits to be performed are defined during a preliminary discussion between the METAS-Cert Project Manager and the client's contact person. They are binding upon both parties.

### **5 Requirements**

- 5.1 If the measuring instrument or the quality management system fails the examination, the certification team shall inform the client in writing about the non-compliant items, making reference to the test results attained by the tester.
- 5.2 The client shall analyse the specified requirements and make any necessary corrections.
- 5.3 The certification team shall work with the technical expert to analyse the corrective measures proposed by the client and shall determine the tests that are to be repeated. Depending on the correction, it may be necessary for all of the tests or the audit to be repeated.
- 5.4 If the requirements are not fulfilled within the agreed period, the agreement between METAS-Cert and the client may be terminated. The costs incurred up to this point shall be charged to the applicant.
- 5.5 For product verifications involving permanently installed equipment, the responsible verification office is informed about the requirements.
- 5.6 In case of uncertainty, the Head of METAS-Cert can be involved.
- 5.7 In case of non-compliance with major requirements or with the payment terms, METAS-Cert may withdraw any certificates concerned that were already issued.

### **6 Settlement of costs**

- 6.1 The client agrees to the cost and payment conditions contained in the METAS General Terms and Conditions [7] and undertakes to bear the calculated certification costs.
- 6.2 The costs shall be compiled by METAS-Cert on receipt of the request for certification and submitted to the client in the form of a written quotation. The relevant quotation, or in case of product verifications the order confirmation, forms an integral part of this agreement and is binding upon the parties.
- 6.3 Any expenses incurred for re-examinations, document checking, clarification meetings and complaint proceedings are invoiced to the client separately at cost.

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- 6.4 Expenses incurred in connection with notifications or complaints from authorities concerning the client's measuring equipment will be charged to the client at cost.
- 7 After the testing
- 7.1 In case of type examinations or complex certifications, the client shall receive the draft of the certificate to make any necessary factual corrections. Such corrections are discussed between the client and the certification team and adopted as relevant. If required, the management of METAS-Cert can be involved for clarification purposes.
- 7.2 Once the certificate has been finalised, the certification team shall prepare a consolidation report or a test report for product verifications and submit the certification file to the Certification Commission (CC).
- 8 Certification Commission (CC)
- 8.1 CC members are not permitted to be involved in the certification of the conformity assessment.
- 8.2 The CC members are persons from METAS-Cert or METAS who possess the requisite technical expertise for the assessment. They act in a neutral manner based on a uniform procedure.
- 8.3 The CC announces its decision in written form by means of the consolidation report or the test report.
- 9 Certification
- 9.1 The validity of the certificate is 10 years for type examinations and 3 years for quality management systems. For product and individual verifications, the certificate retains its validity for as long as the measuring instrument remains on sale and no new conformity assessment is carried out. The client is authorised to make the certificate public during this period of time. The client agrees to respect the guidelines on the validity and usage of the certificate.
- 9.2 The Head of METAS-Cert takes the CC's decision into account and decides on the award of the certification. Should the head of METAS-Cert reject the certification, he or she shall inform the client, the CC and the certification team of the reasons. In case of a positive decision, the Head of METAS-Cert shall sign the certificate.
- 9.3 METAS registers the certificates for publication on the METAS website, for registration with OIML or the EMeTAS database, if applicable, and for despatch of the original to the client.
- 9.4 Certificates are published on the METAS website [www.metas.ch/certsearch](http://www.metas.ch/certsearch).
- 9.5 Certificates of conformity for management systems can be viewed publicly. In case of type examination and type approval certificates, full access is limited to market supervisory authorities and notified bodies; the information on the first page of such certificates can be viewed publicly. Certificates for product verifications are not published.
- 9.6 If a certificate is suspended or withdrawn, the client must inform its customers accordingly.
- 9.7 In the event of serious deficiencies or grievances, the certification is deferred or refused, or suspended and cancelled, respectively. In addition, an appropriate notification is delivered to the responsible bodies.
- 10 Invoicing
- 10.1 Invoicing of METAS services is handled exclusively by METAS-Cert.

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- 11 Usage of certificates and conformity marks
  - 11.1 After the certificate has been issued, the client may publish it on its own authority.
  - 11.2 Usage of conformity marks is stipulated in the corresponding directives and ordinances.
  - 11.3 The METAS logo or the METAS-Cert name may be used in communications media such as the Internet as well as in brochures and marketing materials.
  - 11.4 The client may not communicate any information about the status of the certification.
  - 11.5 The METAS logo may not appear in the declaration of conformity, on the measuring instrument, in the manual or on the test certificate; instead, the METAS-Cert identification number must be used.
  - 11.6 The Head of METAS-Cert shall decide about any exceptions and inform the client in writing of the decision.
  - 11.7 In case of suspension, withdrawal or termination of the certification, the client shall cease using all marketing materials that make reference to the certification.
- 12 Complaints
  - 12.1 The client shall keep records of all complaints that were made known in connection with compliance with the certification requirements; upon request, it shall make these records available to METAS-Cert.
  - 12.2 The client shall take suitable measures in relation to such complaints as well as any deficiencies that were discovered in the products and that influence compliance with the certification requirements, and shall document the measures that were taken.
- 13 Revisions and changes
  - 13.1 The client agrees to inform METAS-Cert promptly of any deficiencies and complaints affecting the certification.
  - 13.2 The client shall inform METAS-Cert promptly in the event of any changes to the certified products and areas (product, type, organisational structure or quality assurance system).
  - 13.3 In case of such changes, the client agrees to bear any costs incurred for tests and the revision of the files with the technical documentation or of the type examination or type approval certificate, or for an additional audit that may be required.
  - 13.4 In case of a revision, a new certification process shall be performed but only the affected parts of the measuring instrument shall be examined. Upon successful conclusion, METAS-Cert shall issue a revised certificate. Certificates of conformity for quality management systems or products can only be replaced.
  - 13.5 The client agrees to always comply with the certification requirements, including implementation of any changes in this respect upon notification thereof by METAS-Cert.
  - 13.6 The client shall ensure that if the certification is applicable to ongoing production, the certified product continues to meet the product requirements.

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- 14 Validity period of the certification agreement
  - 14.1 This agreement ends upon expiration of the validity of the issued certificate. In case of certificates for quality management systems, the agreement is tacitly extended starting from the moment when METAS-Cert commences a recertification audit. In case of product verifications, the agreement is valid until the first calibration.
  - 14.2 In the event of complaints after termination of the agreement, the client will be required to provide METAS-Cert with a mandate for the clarifications.
- 15 Termination
  - 15.1 The agreement may be terminated by either party at any time.
  - 15.2 If the termination occurs at an inopportune moment, the terminating party is obliged to provide compensation for the damage caused to the other party (Article 404 Paragraph 2 of the Swiss Code of Obligations).
  - 15.3 The client agrees to provide compensation for the services rendered by METAS-Cert up to that time.
  - 15.4 In the event of disputes relating to this agreement or any other objections, the parties to the agreement undertake to follow the procedure defined in the METAS-Cert Guide [1], i.e. to clarify the situation first in direct talks as well as through voluntary mediation. If this proves unsuccessful, the client is entitled to contest the METAS-Cert decision with the METAS management within 30 days. Should there be any unresolved differences, the place of jurisdiction and applicable law shall be determined in accordance with the METAS GTC.
- 16 METAS GTC [7]
  - 16.1 The METAS GTC, supplemented by this METAS-Cert certification agreement, are deemed to be the certification agreement.
  - 16.2 The METAS GTC and the METAS-Cert certification agreement can be called up on the Internet at [www.metas.ch](http://www.metas.ch), which makes them accessible to the partner to the agreement.
- 17 By returning the signed order form to METAS-Cert, accepting a quotation in writing, receiving an order confirmation from METAS-Cert, in writing or sending an order with reference to a METAS-Cert quotation, the client agrees to the terms of this agreement as well as the METAS General Terms and Conditions.

### Document Index

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| [1] | <a href="#">6030B01</a>      | METAS-Cert Guide  |
| [2] | ISO/IEC 17020                | General criteria for the operation of various types of bodies performing inspection (ISO/IEC 17020:2012)  |
| [3] | ISO/IEC 17021                | Conformity assessment – Requirements for bodies providing audit and certification of management systems (ISO/IEC 17021:2015)  |
| [4] | ISO/IEC 17025                | General requirements for the competence of testing and calibration laboratories (SN EN ISO/IEC 17025:2005)  |
| [5] | ISO/IEC 17065                | Conformity assessment – Requirements for bodies certifying products, processes and services (ISO/IEC 17065:2012)  |
| [6] | <a href="#">0.946.526.81</a> | Agreement between the European Community and the Swiss Confederation on Mutual Recognition in Relation to Conformity Assessment (entered into force on 1 June 2002) |
| [7] | <a href="#">METAS CGT</a>    | METAS General Terms and Conditions  |