

AMENDMENT RECORD				
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NOTICE TO ALL READERS

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1.0 OBJECTIVE:

Instruction and method for the use of Halal certificate and halal mark/logos for the companies that are certificated within the framework of the Halal system certification executed by TUV Austria (BIC).

2.0 SCOPE:

This instruction notes the bases of usage of suitable dimensions of Halal Certification Mark.

3.0 RESPONSIBILITIES

All Organizations certified by TUV AUSTRIA as per Halal System Certification Procedures.

4.0 INTELLECTUAL PROPERTY

TUV AUSTRIA Halal Mark/Seal is the sole intellectual property of TUV Austria (BIC) as it is legally registered with concerned authority and can only be used by a company when they have a TUV AUSTRIA Halal Certified product with a Valid TUV AUSTRIA Halal Certificate and they have Understood and Agreed to the terms and instruction for the Use of Halal Certificate and Halal Mark

5.0 RESPONSIBILITIES OF TUV AUSTRIA:

- a. TUV Austria have a policy governing any Mark that it authorizes certified clients to use. This shall assure, among other things, traceability back to the certification body through unique control number for each client mentioned on the Halal Mark. There shall be no ambiguity, in the mark or accompanying text, as to what has been certified and which certification body has granted the certification.
- b. The TUV Austria Halal Mark is granted only after the unanimous decision and consent of the TUV Austria decision committee.
- c. Each client certificate is traceable through the official website of TUV AUSTRIA.
- d. TUV Austria do not permit its Mark/Seal to be applied to laboratory test, calibration or any inspection reports.
- e. Non-confidential information relating to a client certificated Halal system may be placed in the public domain by TUV AUSTRIA with due consent of the Client (if required) as follow;
 - Name / logo of the client
 - Certification scope and product category
 - Validity of the certification
 - Standard on which certification is based.
 - Any other information if and when required

- f. TUV Austria does not allow or permit the use of a certification document or any part thereof in a misleading manner.
- g. TUV Austria does not allow or permit client for any misleading statement regarding its certification.
- h. Upon suspension or withdrawal of its certification, the client must immediately discontinue the use of all advertising matter that contains a reference to certification, as directed by the TUV Austria.
- i. TUV Austria does not imply that the certification applies to activities that are outside the scope of certification
- j. TUV Austria should monitor that client does not use its certification in such a manner that would bring the certification body and/or certification system into disrepute and lose public trust.
- k. The TUV Austria shall exercise proper control over ownership, use and display of Halal certificates and Halal Mark of conformity.
- l. Guidance on the use of PNAC Halal Mark permitted by the certification body may be obtained from related PNAC documents.
- m. The TUV Austria has exercised proper control of ownership of its Halal scheme and any incorrect references to the Halal certification system or misleading use or display of licenses, certification documents, audit reports, Halal certificates or Halal Mark, found in advertisements, catalogues, etc. should be dealt by suitable/legal action from the TUV Austria. Such action could be corrective actions, withdrawal of certificate, publication of transgression and if necessary, legal action by the TUV Austria.
- n. Incorrect references to the Halal certification system or misleading use of Halal certificates or marks, found in advertisements, catalogues, etc., Shall be dealt by suitable/legal action.
- o. The Halal Mark should meet the required specifications which are accepted by the accreditation body.

6.0 RESPONSIBILITIES OF CERTIFIED CLIENT FOR THE USE OF HALAL CERTIFICATE:

- a. Certificate is allowed to be displayed only at sites where the scope of product/production is in operations.
- b. Certificate shall be used only at sites addressed on the certificate.
- c. Certificates are valid for one year from its first issue date. For surveillance years, the validity of the certificate is always renewed according to validity date of the first year.
- d. Certified client is obliged not to make and not to allow any false declaration related the status of its certification.

- e. Certified client is obliged not to use and not to allow any misleading use / information of the certificate and/or any part of the certificate.
- f. Client shall not use any reference to the certification as if it is applicable to the activities and product which are out of scope, like specific to system process/ service and product.
- g. Certified client is obliged to declare any changes in product/production scope.
- h. Certified client is obliged to make any amendments in its advertisement activities when its certified scope is reduced by TUV Austria.
- i. Certified client is obliged to return the certificate to TUV Austria and stop any advertisement containing reference to certification when the certificate is withdrawn, terminated or suspended by TUV Austria and amend all advertising matter when the scope of certification has been reduced.
- j. Certified client is obliged not to use its certification in a way which may compromise the reputation of TUV Austria or certification system and cause the harm of public trust
- k. Halal Certificate owners who failed to renew their Halal certificates will not be allowed to use the Halal mark at the premises or on the manufactured Halal products/services or inside the grocery shop or supermarkets corridors.
- l. TUV Austria shall decide to conduct a new audit to control the conformity to related standard when there is a change in product/production sites of certified client as per the maintained Halal Rules and procedures.
- m. The certificate holder should not reproduce Halal certificate granted in part and/or in a way that would hinder the legibility, nor shall he tamper with the original copies or photocopies of the Halal certificate; he shall not translate the certificate and/or test reports in other languages without the control and consent of the TUV Austria.

7.0 RESPONSIBILITIES OF CERTIFIED CLIENT FOR THE USE OF HALAL MARK:

- a. TUV Austria Halal Certification Mark can only be used by organizations that are audited and certified by TUV Austria. The client loses whole rights of using Halal Mark and certificate, if their certificate is invalid, suspended, withdrawn or cancelled.
- b. TUV Austria Halal Mark shall only be granted to an organization after they successfully pass Stage-1 and Stage-2 Halal Certification audits and close all Major and Minor Non-Conformities along with providing objective evidences.
- c. Halal Certification Mark shall only be used for the activities defined in organization's product/production scope and shall be present on organization's company advertisement and stationary materials in an original way for the products which are halal certified only.
- d. Advertising must be truthful and must not give rise to doubts or misinterpretations concerning the type, category, characteristics and performance of the relevant

- products. It must also be prepared so as to avoid any misunderstanding between Certified and non-Certified products.
- e. Halal Mark shall only be used to represent the conformity of the Halal certified products mentioned on the certificate.
 - f. Design, shape of TUV Austria Halal Certification Mark shall not be changed by the client.
 - g. There shall be no ambiguity, in the Halal Mark or accompanying text used by certified client, related to their certification scope, certified site(s), and certification body who granted the certification.
 - h. TUV Certified client shall not use or permit the use of its certificate or any part of it in a misleading manner.
 - i. Halal Certification Mark shall be used only for the activities and products defined in the certification scope.
 - j. If the Certified client decides to add a new category/flavor/raw and packaging material in a product which are not TUV Austria Halal Certified, they are responsible to inform all the details of the stated above to TUV Austria in advance and only after the TUV Austria successful evaluation, can they be added.
 - k. Halal Mark shall not be used for departments, sites and premises which do not appear on the certificate. Certification shall not be referenced in a manner that is different from the certification scope.
 - l. The TUV Austria Halal Mark cannot be used on any packaging material which contain any nudity or any text or images that can be considered against the spirit of Islam.
 - m. Certified client shall not use the Mark in a manner that would harm the reputation of 'TUV Austria and/or certification system and loss of public trust.
 - n. Use of PNAC Mark (If provided) and Halal Certification Mark terminates upon the validity of certificate expiry, or certificate is suspended or withdrawn. In that case, certified client is obliged to terminate the use of all advertising matter containing a reference to certification.
 - o. Certified client shall amend all advertising material in case of the scope of certification has been reduced.
 - p. Halal Certificate owners who failed to renew their Halal certificates will not be allowed to use the Halal Mark at the premises or on the manufactured Halal products/services or inside the grocery shop, restaurants or supermarkets corridors.
 - q. Halal Mark should be printed clearly on all certified Halal products and labeled on each box/package.
 - r. Companies are allowed to print the provided colored Mark on its packaging as long as it does not change the original specification(s) of the Mark except the size of the Mark which can be changed only with prior written approval from TUV Austria over the required art work as color of the mark is not allowed to change.

- s. The Halal Mark/certificate should be exhibited only at the entrance/reception of certified restaurant.

9.0 BREACH OF USE OF CERTIFICATE, HALAL MARK AND SEAL RULES:

In case of any breach or violation in use of TUV Austria Halal Certification mark/logo, PNAC accreditation body logo (if applicable) by the client, breach or violation shall be prevented immediately and necessary precautions shall be undertaken. TUV Austria have the right to prohibit the use of certificate and logo and initiate the legal and juridical action. In such case, a notification shall directly be sent to related accreditation body.

As soon as TUV Austria informed about the breach of rules;

Client is investigated about the use of certificate, halal mark and logo rules. Data and information in media and publication is investigated. Moreover, complaints from customers are investigated. When a breach of use of certificate and logo rules are detected, corrective action request should be made by the client immediately. If corrective actions are not taken within defined period, TUV Austria shall implement below defined actions:

- a. Certificate may be suspended.
- b. Certificate may be cancelled (withdrawn).
- c. Certificate may not be renewed.
- d. If required then should inform the accreditation body.
- e. Certificate suspension or withdrawal will be announced to public (through web).
- f. Legal procedures are initiated.

In case of any of above-mentioned situation, TUV Austria will facilitate a written notification to the certified client.

10.0 SUSPENSION / TERMINATION OF CERTIFICATE

Certificates are suspended in below cases;

- a. The Halal certified management system has persistently and seriously failed to meet Halal certification requirements.
- b. Surveillance audits and recertification audits not allowed to be conducted according to required frequency or as scheduled and delay for 02 months from the due date.
- c. In case of any breach or violation in use of TUV AUSTRIA Halal Certification seal/logo, PNAC accreditation body logo (if applicable) by the client,
- d. Violation of the terms of the signed certification agreement, e.g.:
 - Non-payment of fees
 - Incorrect use of the certification mark.
- e. Customer voluntarily requesting temporary suspension or termination.
- f. Evidence received from authorities or direct consumers that could affect the Halal status of certified products, e.g.:

- Evidence of non-compliance to regulatory/statutory requirements relevant for the Halal certification.
- Evidence of a non-effective Halal managements system in case of serious incidents and condition found in Halal certified products and the status of certified products is in jeopardized.

The scheme manager and authorized personnel within the TUV AUSTRIA who issued the certificate shall decide on the action to be taken, based on a review and duly considerations of evidences. Client has the right to respond and appeal to the decision. Normally a 20 working days' notice for response and appeal are given. An appeal may be lodged through the complaints procedure. At the end of expiry date of corrective actions closing date (max.20 days), all evidences shall be sent to TUV AUSTRIA. TUV AUSTRIA will verify that conditions are met and requested corrective actions are implemented. Dependent on this verification TUV AUSTRIA will either:

- a. Declare a positive result, revoke the suspension and declare a valid Halal certificate.
- b. Declare a negative result due to failure to resolve the issues that resulted in suspension. This situation will normally result in permanent withdrawal of the certificate by submission of revoke confirmation letter and made publically available on their website.

In either case the customer will receive a letter confirming the result. Suspension should not be exceeded more than 6 months.

11.0 WITHDRAWAL/CANCELLATION OF CERTIFICATE:

Withdrawal of the certificate shall be initiated if;

- a. If the audit shows that the non-compliance is of a serious nature.
- b. if the surveillance or re-audit is delayed by more than 4 months beyond the due date
- c. If the client fails to settle the due payment of its financial obligation.
- d. If the client fails to take adequate measures in case of suspension.
- e. If any actions are taken by the client which would bring the TUV Austria (BIC) scheme into disrepute.

The decision to withdraw a certificate shall be formally communicated to the customer including the requirements to:

- a. Terminate use of the Halal certification mark and any reference to certification.
- b. Return certificate(s) and copies to TUV Austria.

The customer has a right to appeal. An appeal may be lodged through the TUV Austria complaints procedure.

Certificates will be cancelled in the following cases: -

- If the client does not wish to continue certification to the scheme.
- If the product, process or service is no longer offered
- If the client ceases trading for whatever reason.

When certificate is cancelled, it is published at web site www.tuvat.asia. All costs incurred by TUV Austria (BIC) in the investigation of the misuse of the halal certificate/mark and in suspending and reinstating of certificates will be charged to the client.

12.0 DOCUMENTATION

Reference	Title
TUV-HOM-001	Operating Manual for Halal Certification Scheme
TUV-SRP-001	Suspension, Termination, Withdrawal and Scope Reduction Policy.
Form - 07	Memorandum of agreement for use of TUV instruction of Halal Certificate Mark/seal
TUV-SOP-002	SOP for Handling Complaints, Appeal and Disputes
TUV-WI-002	Instruction for Submission of Complaint, Appeal, Feedback and Disputes