

Terms and Conditions for Maintaining Eco Labelling Certification

**Type-I
Eco Labelling Scheme of NCPC Sri Lanka**



National Cleaner Production Centre, Sri Lanka



NATIONAL CLEANER PRODUCTION CENTRE, SRI LANKA
ECO LABELLING SCHEME
TERMS AND CONDITIONS FOR MAINTAINING ECO LABELLING CERTIFICATION

We the undersigned, on behalf of the applicant company (herein after referred to as company)

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agree to fulfill and abide by the following terms and conditions adopted and implemented by the National Cleaner Production Center (NCPC-SL) for maintaining certification for eco labelling of Products.

(This document shall be signed by the Chief Executive or his Authorized Representative and submitted to the NCPC-SL in duplicate along with the application form. NCPC-SL will return a copy of the same after the grant of certification by endorsing it. In case of changes, NCPC-SL will make sure that the current document is signed by the company, always.)



AGREEMENT

1. The company shall carry out its activities in such a way as to meet the requirements of the applicable Standards and methodologies whichever are applicable and relevant to the NCPC-SL eco labeling criteria.
2. The certification shall be initially granted after a successful initial audit for a period of three years and thereafter shall be subject to on-site annual surveillances. These surveillances shall be conducted before the completion of each year for two years counting from the date of initial audit. The surveillance audit date can be changed, delayed, or advanced by one to two months due to agreed-upon concerns.
3. Before the expiry of the three year period, the certification granted shall be renewed by a re-verification, for which the company shall apply four months before the expiry of the certification. Thereafter NCPC-SL shall conduct re-verification every three years and annual surveillances.
4. In addition to planned surveillances, depending on the behavior of the company or in response to complaints with regard to violation of rules and procedures of NCPC-SL for certification, unannounced or ad hoc on-site or other surveillance activities such as inquiries on environmental impacts associated with products, the fitness of purpose of products, product function characteristics, use of eco label, reviewing of promotional material/ website, request to provide documented information e.g., may be arranged.
5. When requested, the company shall afford accommodation and cooperation to enable the NCPC-SL to verify the fulfillment of requirements for certification. The company shall arrange observation visits as informed by NCPC-SL.
6. As per requirements, during the audit process, if the certification auditors deem it necessary to draw samples and conduct testing on the client company's products, the following provisions shall apply:

Permission for Sample Drawing and Testing: The client company shall grant permission to the certification auditors to draw samples of their products for testing purposes during the audit/s. This is an essential part of the assessment process to verify the conformity and quality of the products.

Testing Costs: The costs incurred for conducting the necessary testing shall be the responsibility of the client company. These costs include any fees associated with sample handling, transportation, laboratory testing, and relevant analyses.

7. It is important to note that these testing activities are conducted with the intention of ensuring the client company's compliance with the required standards and to validate the accuracy and reliability of their testing procedures.
8. By allowing auditors to draw samples and perform tests during the audit/s, the client company demonstrates its commitment to maintaining the quality of its products and the validity of its testing processes. This cooperation helps to enhance confidence in the reliability and credibility of the client company's testing and certification activities.
9. The company shall offer NCPC-SL access to all relevant information including documents and records pertaining to certification that provide insight into the level of independence and impartiality of the company from its related bodies, if applicable, to all relevant personnel and to all sites.
10. The certification body shall formally communicate to the client, when the certification body is obligated by law or authorized by contractual agreements to release confidentiality information, unless prohibited by law.



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11. If the client provides copies of the certification documents to others, the documents shall be reproduced in their entirety or as specified in the certification scheme;
12. The company shall appoint a competent person(s) to take care of the eco labelling system in compliance to NCPC-SL eco labeling certification criteria.
13. Auditing of Upstream/Down-Stream Products;

NCPC SL shall consider the requirements to both upstream and downstream industries involved in the supply chain as relevant to the scope of the application received to the eco labelling certification.

a. Upstream Industry Verification:

- Upstream industries seeking eco-labeling status undergo a separate certification process specific to their products.
- The certification division of NCPC conducts audits and assessments to verify that the upstream industry complies with the necessary criteria and standards for eco-labeling.
- Once the upstream industry is verified and meets the eco-labeling requirements, the certification body issues an eco-labeling certification specifically for the upstream products.
- The certification includes relevant information about the certified products and their eco-labeling status.
- Downstream industries receiving products from the certified upstream industry request and obtain copies of the eco-labeling certification for the specific products they receive.
- The downstream industry verifies the authenticity and validity of the eco-labeling certification by cross-checking it with the certification body's records.

Or else

The client/applicant company shall implement a mechanism to maintain sufficient documentation evidence to ensure the fulfillment of the Eco Label criteria requirements throughout the product lifecycle, including both upstream and downstream processes. This documentation shall be audited by the certification team to assess the adequacy of implementation and compliance with the criteria requirements. It is crucial for the client/applicant company to establish a robust documentation system that captures and demonstrates their adherence to the Eco Label criteria at each stage of the product's lifecycle. This will enable the certification team to effectively evaluate the company's compliance and determine eligibility for certification.

14. On grant of certification, the company shall claim certification only for those products for which it has been certified and as stated in the Register of Certified Products. If used, the products manufactured by the company shall include the product and types of certifications.
15. The company shall abide by the rules for the use of the NCPC-SL eco labeling mark (RP-EL-03) and may use it on its letterheads, brochures and any other relevant documents issued to its clients. The mark shall be used for the purpose of identifying correctly and unambiguously the products certified by NCPC-SL.
16. The company shall not use the eco labeling mark in a misleading manner and not state its certification in a manner as to be considered misleading or unauthorized and bring disrepute to NCPC-SL.
17. The company shall ensure that certification or the status of certification is not used by its clients, or be authorized by its clients for use in any way that NCPC-SL may consider to be misleading. The company may permit its clients to display the symbol of the company on the products in accordance with the procedures. The company shall make it clear in all its contracts with clients that the certification in no way implies that the quality of the product or service is approved by NCPC-SL.



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18. The company shall pay fees for processing of application, fees for verification audits, expenses towards travel, board & lodging for verification, surveillance and re-verification fees and annual certification fees as determined from time to time by NCPC-SL (RP-EL-04).
19. The company shall inform NCPC-SL within 01 month of significant changes which affect the activities and operations of the company relevant to certification such as in legal, commercial, ownership or organizational status, organizational structure and management, main policies, resources and premises, the scope of certification, work procedures and other such matter that may affect the ability of the company to fulfill requirements of applicable standards/methodologies.
20. the client shall make all necessary arrangements for
 - the conduct of the evaluation and surveillance (if required), including provision for examining documentation and records, and to access its locations and equipment as relevant that commit the client to provide, on request of the certification body, access to accreditation body assessment teams to assess the certification body's performance when carrying out certification activities at its client's site.
 - investigation of complaints;
21. Manufacturing of products for which certification has been granted shall not be subcontracted or outsourced. The company shall declare all the sites in which it operates and clearly distinguish the locations of which processes are relevant to eco labeling.
22. The company shall respond promptly to the changes initiated by NCPC-SL in its certification criteria, policies and procedures and for necessary change the company will be given sufficient notice and time on the opinion of NCPC-SL, as is found to be reasonable, to carry out adjustments in its system. The company shall inform NCPC-SL when such adjustments have been completed.
23. NCPC-SL may suspend or withdraw certification, on one or more of the following grounds:
 - a. On the request of the company itself.
 - b. After undergoing surveillance or re-verification, the company has not taken any corrective action after getting sufficient time and notice from NCPC-SL.
 - c. Non-payment of certification expenses like audit or surveillance or re-verification charges and annual certification fees.
 - d. Not applied four months before the expiry of certification and NCPC-SL is not able to take a decision for renewal of certification.
 - e. Non-cooperation with NCPC-SL.
 - f. Refusal to allow examination of documents and records by NCPC-SL and its verifiers.
 - g. Denial of access to NCPC-SL and its verifiers to the company sites.
 - h. Wrong representation of the scope of certification.
 - i. Misuse of NCPC-SL eco labeling symbol during or after the expiry of certification.
 - j. Violation of certification principles and legal compliance requirements.
 - k. Misleading reporting of facts.
 - l. Activity bringing disrepute to NCPC-SL.
 - m. Result of complaint analysis or any other information which indicates that the company no longer complies with requirements of NCPC-SL.
 - n. Not taking corrective actions within the prescribed period for remaining nonconformities, if the license has been issued on the conditions that corrective actions will be taken for those nonconformities within that period.
 - o. Disregarding repetitive and continuous occurrences of nonconformities in eco labelling systems even though such products could affect health, safety and consumer performance needs.
24. The certified company shall provide its customers with information on the withdrawal of its certification. Upon suspension or withdrawal of its certification (however determined) or expiry of the validity of the



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certification, the company shall forthwith discontinue its use of all advertising matters that contain any reference to the certification status and return the certificates of certification to NCPC-SL.

25. If the company has been certified for more than one product, NCPC-SL may at subsequent stages decide to reduce the scope of certification, granted initially, if major non-compliance is observed during surveillance or re-verification in the company management system or competence, which is likely to adversely influence certification activity or the company is unable to complete corrective actions within agreed/ stipulated time of the surveillance/ re-verification.
26. The certificated company can relinquish certification by giving three months' notice in writing to NCPC-SL.
27. NCPC-SL absolves itself of any legal or financial liability arising out of the company's activities involving accidental or consequential damage to personnel/ equipment/ products/image at any time. The company shall have arrangements (eg. Insurance, reserves or other means) sufficient to cover liabilities arising from the activities and areas in which it operates.
28. The company has the right to appeal any adverse decision taken by the NCPC-SL on certification and associated activities and all appeals shall be resolved using the Procedures adopted by the NCPC-SL on that behalf and the decision on the approval of the Governing Council of NCPC-SL shall be the final.
29. All disputes, if any, arising out of NCPC-SL decisions that remain unresolved through the mechanism provided by NCPC-SL are subject to the exclusive jurisdiction of the Courts in Sri Lanka and none other.

By signing this document, it is implied that a company after certification agrees to comply at all times with all the Terms and Conditions mentioned above for maintaining NCPC-SL certification for eco labelling.

Company Name: _____

Signature of Chief Executive or his Authorized Representative: _____

Name, Designation: _____

Date & Place: _____

Seal of the company, if any

Signature of Chief Executive Officer of NCPC-SL : _____

Name: _____

Date & Place : _____

Date of Issued of Certificate : _____

Seal of NCPC-SL: