

WOOD CERTIFICATION PRIVATE LIMITED		Product Certification Procedure	
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0. Purpose

To define specific requirements of Voluntary Certification Scheme for Lead Safe Paints (VCSLSP) from Internal Quality Assurance Plan (IQAP) to specific requirements specified in Certification Criteria, Certification Process and use of certification marks as applicable to this particular scheme ensuring that the certified lead safe paints have a lead limit within 90 PPM.

0.1 Scope

The audit is identified as Lead Safe Paint or Lead Safe Paints Audit. The scheme covers all types of paints complying with the requirements as specified and as prescribed under the scheme for VCSLSP e.g. Certification Process, Certification Criteria document and Rules for the use of certification mark as applicable and is applicable to all personnel involved in VCSLSP certification. WOODCERT operate the VCSLSP certification scheme in India.

1. Requirements for Voluntary Certification Scheme for Lead Safe Paints (Certification Process)

1.1 Additional Requirements over the ones specified in the Certification Criteria

1.1.1. Internal Quality Assurance Plan (IQAP) - The paint manufacturer desirous of getting certified under the scheme, shall develop an Internal Quality Assurance Plan (IQAP), for *describing the controls over the raw materials, manufacturing processes and the finished paints for ensuring the consistent production of packaged Lead Safe Paints that meet the specified certification criteria in respect of Lead content.* This shall generally cover all the categories of paints the paint manufacturer intends to cover under the certification scheme. This document shall be submitted by the paint manufacturer along with the application to WOODCERT. Based on a detailed assessment of IQAP by WOODCERT's Audit team, during the offsite document review process as well as the initial evaluation visit, regarding its appropriateness and adequacy for the manufacturer of paint products under evaluation and after discussions with the paint manufacturer, this document shall be finalised. The paint manufacturer shall be required to comply with the same and the IQAP shall also become an integral component of the certification agreement. The IQAP shall be maintained as a dynamic document and the paint manufacturer shall review and amend the same, if required, as and when the certification criteria undergo modifications and revisions, whenever the paint manufacturer's raw material procurement system and raw material suppliers and the manufacturing processes undergo changes or any other changes occur that can impact IQAP. Lead Safe Paint manufacturer shall inform WOODCERT about changes in its processes and facilities and changes in the plan and based on the changes informed the certification body may decide to carry out an onsite / offsite review and redraft the certification agreement. The essential elements that shall be contained in the IQAP are described in ANNEXURE A of this document.

1.1.2 Certification Agreement – The certification agreements describes the terms and conditions which the Lead Safe paint manufacturer is required to abide by after he is granted the certification. The agreed IQAP shall also be part of the Certification agreement between the Lead Safe Paint manufacturer and WOODCERT. Since the Lead Safe Paint certification scheme bestows self-marking rights to the certified Lead Safe paint manufacturer, he is required to pledge his commitment to implement the agreed IQAP for ensuring conformity of products and processes to the Certification Criteria and the Scheme requirements on a continuing basis. The details of the requirements have been covered vide clause A.4.1.2 of the document "Certification Body Requirements – Lead Safe Paint" and the format for the certification agreement is available on the WOODCERT's website. The Certification Agreement shall also cover requirements with respect to use of certificates and marks of conformity on the products by the Paint Manufacturer. The additional requirements of certification agreement are defined in ANNEXURE B

1.1.3 Approval from the scheme owner for use of Lead Safe Paint Certification Mark - The Lead Safe Paint Certification Mark is owned by the Scheme Owner. The paint manufacturer who wishes to use this mark on his product shall be required to obtain formal approval from the scheme owner for the use of the mark only after they have been assessed to be compliant to all the scheme requirements, by WOODCERT. WOODCERT is approved by the scheme owner and is permitted to evaluate and certify the Lead Safe Paint manufacturers for use of the Certification Mark on their products. The prerequisite for approval of the Certification Bodies by the scheme owner are accreditation by National Accreditation Board for Certification Bodies (NABCB) against ISO/IEC 17065:2012 and the Scheme

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specific requirements as contained in various sections of the Lead Safe Paint certification scheme documents. Initially, for a limited period, WOODCERT shall also be eligible for approval under this scheme. WOODCERT shall apply and get approval for use of Certification Mark by the Lead Safe paint manufacturers certified by them from the scheme owner.

2.CERTIFICATION PROCESS

2.1 Application

2.1.1 WOODCERT shall provide the prospective applicant Lead Safe Paint manufacturers with an up-to-date detailed description of the evaluation and certification procedures, and the documents containing the requirements for certification, the applicants' rights and the duties of manufacturers of certified products (including fees to be paid by applicants and suppliers of certified products). Refer: Documents on http://woodcert.com/pdf/VCSLSP_Public_Documents/FT-20A%20VCSLSP%20Application%20Form.pdf and also shall be provided through the **FT-23 Certification Agreement**. WOODCERT shall respond to all enquiries received from prospective applications for VCSLSP certification with complete information for facilitating a registration of an applicant, within 7 days of the receipt of the query.

2.1.2 The above information along with the application format shall be made available on the certification body's website, here at http://woodcert.com/pdf/VCSLSP_Public_Documents/FT-23%20Certification%20Agreement.pdf.

2.1.3 WOODCERT has designed its own application format for the Voluntary Certification Scheme for Lead Safe Paint, while ensuring that all the required information obtained as required by the "Certification Process" document. The same has been defined in "**FT-20A VCSLSP Application Form**". The prospective applicant of VCSLSP plant shall apply to WOODCERT along with IQAP in the application format as prescribed by WOODCERT ("**FT-20A VCSLSP Application Form**") and shall provide the information as mentioned above and any other information WOODCERT may consider relevant to the certification process.

2.1.4 The applicant organization shall declare (in the form of an undertaking) whether it has been an applicant/certified under this Scheme with or by any other certification body, and if yes, then shall provide the previous evaluation reports to WOODCERT. **WOODCERT** may verify the information provided by contacting the previous certification body. The same has been defined in "**FT-20A VCSLSP Application Form**".

2.1.5 The applicant shall also declare any judicial proceedings relating to its operations, any proceedings by any Regulatory body or suspension / cancellation / withdrawal of any certification / approvals under any Regulations or otherwise. Such declaration shall be a part of the undertaking mentioned in 2.1.4. The same has been defined in "**FT-20A VCSLSP Application Form**".

2.1.6 WOODCERT shall grant certification only against the current relevant certification criteria. WOODCERT shall review all applications for the same and ensure that the same is complied with.

2.2 Application Review

The competent personnel of WOODCERT shall undertake an Application Review of the Application received from the paint manufacturer, as per their documented procedure for ensuring the following; The review of application shall cover the following aspects:

- a) the information about the paint manufacturer and his facilities and the product to be certified and the information as specified in clause 2.1 of this document is sufficient for the conduct of the application review and the subsequent certification process;
- b) any known difference in understanding between WOODCERT and the applicant is resolved, including agreement regarding certification criteria;
- c) the scope of certification sought is clear and defined;
- d) the means are available to perform all evaluation activities;

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- e) WOODCERT has the competence and capability to perform the certification activity.
- f) To determine and nominate an evaluation team, evaluator and the technical reviewer competent for the certification scope applied for. The competence requirements for personnel involved in certification activities shall be done in accordance with the requirements specified in the document “Certification Body Requirements (clause A6.1.3)”. This is defined in **“FT-04 Competency Matrix”**.

2.2.1 WOODCERT shall review all applications for adequacy and deficiencies observed, if any shall inform the applicant RMC plant within 7 days of the receipt of application. WOODCERT shall maintain the records of review **“FT-21 Application Review”**.

2.2.2 In case the information about the applicant paint manufacturer and the product(s) to be certified, as provided by the applicant, is not complete/sufficient for the purpose of conducting an application review then WOODCERT shall seek information/clarification within 7 days for obtaining required additional information. The information thus received shall be recorded along with other information already received.

2.2.3 Only those applications that are found to be completely filled and supported with all documents sought shall be accepted and registered by WOODCERT in order of receipt with a unique identification number, acknowledged and records maintained. Registration shall be done within 7 days of receipt of application or information in response to the deficiencies communicated to the applicant. WOODCERT shall issue **FT-22 Offer Letter** along with **FT-23 Certification Agreement** and any other applicable documents.

2.2.4 Applications from paint manufacturers who have earlier either misused the Certification Mark or have been implicated / convicted by the court, or whose earlier certificate was cancelled because of violation of terms & conditions/misuse of the Lead Safe Paint Certification Mark shall not be registered within three years of conviction/strictures by the court/cancellation of the certificate by any CB. The same shall be communicated to the applicant within 7 days of WOODCERT coming to know of such misuse.

2.2.5 Applications from organisations found to be misusing the Lead Safe Paint certification mark while their application is being processed for grant of certificate, shall not be processed any further, and rejected after a due notice of 15 days. Fresh applications from them shall be treated in line with the requirements stated in the above 2.2.4 and after the applicant provides a guarantee for not indulging in such practices on a stamp paper.

2.2.6 Requests for grant of certification from previous applicants shall be processed like a fresh application and the entire procedure for grant of certification shall be adhered to subject to clauses 2.2.4 and 2.2.5 above.

2.2.7 The General Manager meeting the established internal timelines for responding to enquires, and feedback to client, while the competent reviewer of application is responsible for application review as well registration of application as per the activities involved in the relevant process as defined.

WOODCERT shall reject and close an application/contract under the following conditions,

- If initial evaluation is not carried out within 3 months of registration of application.
- If the entire certification process is not completed within 6 months of registration of application.
- If the applicant shows no progress towards completion of corrective actions within 3 months of Initial Evaluation and 6 months of Registration of application.
- Misuse of VCSLSP Certification
- Evidence of any malpractice
- Voluntary withdrawal of application.
- The application fees charged by WOODCERT shall be non-refundable.

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2.3 Evaluation

2.3.1 Preparation and Planning for Initial Evaluation

2.3.1.1 Prior to undertaking the site visit, WOODCERT, through the members of its nominated team, shall undertake certain offsite activities as part of preparation and planning stage. These are:

- a) Study of all the information received and request for additional information, if required.
- b) Study of the raw material procurement system, the manufacturing process and the Internal Quality Assurance Plan (IQAP) provided by the paint manufacturer.
- c) Based on the above study, to prepare a checklist for requirements to be verified and evaluated during the factory evaluation.
- d) Prepare an evaluation plan for factory evaluation.

2.3.2 Initial Factory Evaluation - The visit to the site(s) of the paint manufacturer, where the activities related to the products (Paint categories, shades, brands, etc.) to be covered under the scope of certification take place, is an important component of the evaluation activities. For the sake of uniformity, all site visits will hence forth be referred as "Factory Evaluations" and the personnel involved as Evaluators and Technical experts. The factory evaluation shall be carried out by a competent evaluator (evaluation team, where the competence is built in through use of evaluator and a technical expert). The evaluator competence related requirements are described in the document "Certification Body Requirements (clause A.6.1.3). This shall be defined in "**FT-04 Competency Matrix**".

2.3.2.1 The **evaluation time for initial evaluation** shall include at least one man-day (8 hrs.) on-site evaluation. Evaluation preparation and report preparation time shall be additional and shall be for at least 1.0 man-day. However depending upon the categories of paints offered for initial evaluation and the complexities in IQAP and time required for their finalization, evaluation of competence of in-house test facility, if available, etc., addition in evaluation time (offsite or onsite) in multiples of 0.5 Mandays may be made, after recording appropriate justification. In case the evaluation team consists of an evaluator supported by a Technical Expert, then the Mandays of the technical expert shall not be counted. That is the Mandays of the technical expert shall be additional to the time prescribed here.

2.3.2.2 WOODCERT shall have a plan for the evaluation activities to allow for the necessary arrangements to be managed. Timings and date of Initial site evaluations shall be fixed in consultation with the applicant paint manufacturer ensuring that production processes representative of normal operations will be open for witnessing during the planned evaluations. The duration and the plan for Initial factory evaluations shall be provided to the applicant.

2.3.2.3 The composition of the evaluation team shall also be communicated to the applicant organization for identification of conflict of interest if any. If required by the paint manufacturer sufficient background information in respect of the evaluation team members shall be provided for this purpose. Any objections to the team by the applicant shall be examined on merit.

2.3.2.4 WOODCERT shall ensure all necessary information and/or documentation is made available to evaluation team for performing the evaluation tasks.

2.3.2.5 The objectives of the onsite evaluation shall be:

- a) To verify if the information given in the application regarding the availability of manufacturing facility manpower, etc. is correct.
- b) To verify compliance to the applicable regulatory requirements, if any. To evaluate the adequacy and implementation of paint manufacturer's established systems with respect to sourcing and purchase of raw material affecting lead content; and verification and storage of raw material and maintenance of traceability in respect of sourced raw material, in accordance with the requirements specified in the certification criteria.
- c) To evaluate whether the controls over incoming material, in process and finished products along with traceability aspects have been identified, established in the Internal Quality Assurance procedure/plan (IQAP) as submitted by the paint manufacturer and are appropriate and adequate for ensuring continued conformity of the finished and packed paint products with the "Lead Safe Paint – Certification Criteria" and have been implemented appropriately.
- d) To verify adequacy and implementation of system for Complaint redressal and means of communicating the relevant information to consumers in line with the requirements specified in the certification criteria.

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e) To evaluate competence of the in-house laboratory of the paint manufacture, if available for testing of Lead content in accordance with the method prescribed in the document “Certification Criteria” and clause

f) Drawal of samples for testing in an independent laboratory. The applicant paint manufacturer is required to provide a list of paint categories, shades and brands it intends to cover under the “Lead Safe Paint Certification Scheme” along with the application. Samples shall be drawn from each Category of paint that the paint manufacturer wishes to include in his scope of certification. Based on the information received during the onsite assessment WOODCERT’s evaluator/evaluation team may decide the appropriate shades in each category/brand required to be drawn. In case more than one category/brand is being offered for inclusion in scope than it shall be ensured that different shades are drawn in each category/brand. The samples shall be selected by WOODCERT from the factory (e.g. production, stock) in a manner that ensures that the impartiality of selection and the integrity of the sample is not compromised. While drawing sample from the factory, WOODCERT shall ensure that an appropriately packed and sealed counter sample from the same batch is retained at the paint manufacturer’s premises as a reference sample. WOODCERT shall establish a documented procedure for providing guidance to its evaluation team for drawal of sample (refer 2.3.3 clause for the sampling procedure).

2.3.2.6 Internal Quality Assurance protocol (IQAP) – WOODCERT’s Audit team shall carry out a detailed assessment of IQAP during the offsite document review process and continue with it during the initial evaluation visit and also through discussions with the applicant paint manufacturer. The purpose of the assessment shall be to verify and confirm the appropriateness and adequacy of the IQAP and its capability in ensuring the ongoing compliance of the finished paint product to the “Certification Criteria for Lead Safe Paints” for the paint category/brand and the shades that the paint manufacturer intends to bring under the certification scheme. The essential elements that should be in the IQAP are given in Annex A of this document. The applicants consent to comply with the IQAP shall be freshly obtained by WODDCERT, in case the IQAP undergoes changes in response to changes in Certification Criteria, even while the status of the applicant is still valid.

2.3.2.6.1 Deficiencies observed by WOODCERT evaluation team with respect to the certification criteria and other scheme requirements and the deficiencies observed in IQAP during the initial evaluation, shall be informed in writing to the applicant as nonconformities.

2.3.2.6.2 Any non-conformity observed during initial evaluation, shall be classified as Major or Minor depending on their nature and severity.

a) Major Non conformity – A non-conformity is classified as Major when it relates directly to the quality of the product and the paint manufacturer’s capability to produce a product that would conform to the certification criteria. A number of minor NCs on the same aspect may be clubbed together and raised as single major NC.

b) Minor Non conformity – All other gaps and non-conformities shall be classified as Minor. These shall generally be related to other implementation issues which do not directly affect either the safety of the product or the paint manufacturer’s capability to produce a product conforming to the certification criteria.

2.3.2.6.3 In case of Major and Minor NCs, WOODCERT body shall allow the paint manufacturer certain predetermined time to upgrade their system to a level that shall be as per scheme requirement.

2.3.2.6.4 In cases of all non-conformities, the paint manufacturer shall carry out root cause analysis and inform the same along with correction and corrective actions, within a period of one month or 3 months respectively. All nonconformities are required to be closed before initial certification through verification of adequacy of the correction and corrective actions. All Major non-conformities, shall invariably require a follow-up evaluation.

2.3.2.6.5 Actions to be taken in case of failure of samples on independent testing have been described in clause 2.8 of this document.

2.3.2.6.6 The evaluation report – The evaluation reports for the initial evaluation shall clearly provide evidence and conclusions about the fulfilment of the evaluation objectives as described above and shall contain sufficient detailed information regarding conformity with all the relevant certification requirements, including the Certification Criteria. It shall report and confirm the competence of in-house laboratory, if available for testing of Lead content in raw materials/paints as per the requirement specified in clause A.2.4.1 of this document. It shall report and confirm the final IQAP as drawn up through observations made during initial evaluation visit and discussions with the applicant paint manufacturer. In case some issues are observed

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in respect of IQAP submitted by the applicant then the same shall be raised as NC, clearly worded for the applicant to take appropriate actions based on which the final IQAP can be prepared. However, it is preferable to sort out and based on observations made during factory evaluation stage to finalize the IQAP and obtain the manufacturers agreement on the same during the factory evaluation stage itself. In that case the IQAP shall for a part of the evaluation report. Otherwise this will need to be done subsequently based on the closure of related NCs. WOODCERT Body shall develop appropriate report format(s) and report writing guidance document to ensure that the report provides, adequate and complete details for ensuring appropriate, evaluation, review and decision in respect of grant of certification are defined in "**FT-26A VCSLSP Audit Checklist and Report**".

2.3.3 Drawal of samples for independent testing – WOODCERT's evaluator (evaluation team) shall draw product samples from the paint manufacturer's site as per their documented procedure for ensuring the following aspects:

a) At the initial evaluation stage, one sample shall be drawn from each category/brand (see clause 3.1 of certification criteria) applied for. The sample drawn from each category/brand, during initial evaluation, shall pertain to those shades where the option for use of Lead based pigments exists, for example shades like yellow, etc. In case such shades are not offered for coverage in the scope of certification, then any other shade may be chosen based on evaluators' judgement. For subsequent evaluations (both factory sample and market samples) other shades from the manufacturers shade card for the category/brand covered in the scope of certification shall be chosen on rotation basis.

b) Sample drawn shall be from a lot size representative of the normal production of the manufacturing facility.

c) Preferably the sealed sample of the paint container as available in the stock shall be drawn, unless the quantity of paint in the sealed container is of much larger size than the quantity of paint required for testing. A container size of up to 1Kg / 1litre is considered appropriate for this purpose. For paints sold in larger quantities, it may be required to transfer it to smaller containers and in those cases, care shall be taken to ensure that sample is drawn in such a manner so as not to contaminate the product while sampling and packing. About 200 gm sample is considered sufficient for the purpose of testing.

d) Packing and sealing of the samples shall be such that the product integrity is maintained.

e) The samples shall be clearly identified with their name and type, batch identification and suitable identification to enable traceability to the applicant and the initial evaluation visit.

f) As far as feasible the identity of the sample with respect to its Brand name, and the name of manufacturer as depicted on the original packing, shall be masked.

g) Draw samples in quantities adequate to facilitate their testing for the lead content requirement specified in the Criteria. As stated earlier, about 200 gm sample is considered sufficient for the purpose of testing.

h) Samples drawn for independent testing shall be forwarded to an NABL accredited testing laboratory for ascertaining conformance to specified criteria. The specified criteria and the product details shall be clearly mentioned and communicated to the testing laboratory. The samples(s) shall be duly coded and as far as possible, the identity of the manufacturer shall be hidden as far as feasible. The sample(s) shall be so despatched that they do not get damaged and or contaminated, undergo deterioration, and the product integrity is maintained.

i) **Receipt of test reports and their evaluation.**- The Test reports receipt date along with the evaluation shall be carried out to ascertain whether the report is compliant or not. In case report is non-compliant clause 2.8 of this document shall be initiated by WOODCERT as required.

2.3.4 Final Evaluation

2.3.4.1 The purpose of this process step is to conduct an evaluation of all the information gathered by WOODCERT ,through the process steps of initial evaluation and the results of independent testing to ascertain if all the process steps as described in the certification process leading to grant of certificate have been fulfilled and if the evaluation confirms the capability of the

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paint manufacturer, for producing the relevant Lead Safe paint(s) complying with the requirements described in the relevant certification criteria.

2.3.4.1.1 The final evaluation shall be conducted by WOODCERT to ensure the following:

- a) The availability of all relevant infrastructure and facilities for manufacture of product complying with the requirements specified in certification criteria. Competence of in-house test facilities, if available and opted for use by the paint manufacturer for meeting the test requirements as specified in IQAP.
- b) Availability of competent and qualified personnel as relevant.
- c) Availability of adequate system for raw material controls and finished product controls as per the requirements specified in finalized and agreed IQAP and in compliance with the certification criteria.
- d) Evaluation regarding conformity of the product(s) and raw/intermediate material wherever specified, with parameters/requirements of the certification criteria.
- e) Formal acceptance from the applicant paint manufacturer for following the Internal Quality Assurance Plan (IQAP), for the paint product categories/brands for which product certification is being sought.
- f) Necessary documentation for proof of legal entity and authentication of premises of manufacture where certification is being sought.
- g) Acceptance from the applicant for other certification requirements like the fee, Brand name/shade declaration, etc. A Brand Name declaration shall be obtained from the applicant indicating the Brand names and the shades the manufacturer intends to use on product categories covered under the Voluntary certification scheme for Lead Safe paints, before the final review and decision.
- h) Verification of implementation of corrective actions and closure of all NCs raised.
- i) Any other requirements prescribed by WOODCERT.

2.3.4.1.2 Based on the evaluation as above, recommendations for proceeding to the next step (independent review and decision making) shall be made refer ***PCP-17 Procedure for Review of Audit Report***. In case the evaluation indicates that some requirements of the certification criteria or the certification scheme have not been met with, then these need to be completed and evaluated before proceeding to the next step.

2.3.4.1.3 WOODCERT shall carry out the final evaluation through its competent personnel, duly authorised for this function. The evaluator/team leader designated for the conduct of Initial Factory Evaluation may also be authorised for this activity.

2.3.4.1.4 Records of final evaluation along with all supporting documents and reports shall be retained.

2.4 Review

2.4.1 WOODCERT shall conduct an independent review which shall be carried out by person(s) having the appropriate competence. The responsibility for review function, shall be of WOODCERT.

2.4.2 WOODCERT has documented procedure for review of audit report "***PCP-17 Procedure for Review of Audit Report***". It is based on the product requirements as specified in Certification Criteria, the certification scheme, process requirements of Certification process and requirements that of ISO 17065.

2.4.3 Any information on which a review and decision is based which comes from any source other than the evaluation process, for example complaints, information received from regulators, etc., should be made known to the applicant or certified client (in case of surveillance) along with information on the evaluation process. The applicant or client should be given the opportunity to comment on it.

2.4.4 Nonconformities including those raised subsequent to onsite evaluation, for example failure of samples in independent testing, which raise any doubt as to the conformity of the product must be corrected and corrective actions implemented and shall be verified by WOODCERT (by onsite visit, testing of fresh sample or other appropriate forms of verification) before certification is granted. The nonconformities and their resolution shall be documented and made available for the purpose of review.

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2.4.5 The records of review shall be retained by WOODCERT “**FT-29 Review of Audit Reports**” and shall provide adequate confidence that all relevant aspects were examined prior to making recommendations.

2.4.6 The recommendation for certification decisions, whether positive or negative, shall be justified and WOODCERT shall document the basis for the same.

2.5 Certification Decision

2.5.1 The certification decision shall be the sole responsibility of WOODCERT and the decision shall be taken by the authorized person (s) or committee refer **WI-02 Certification Panel**.

2.5.2 WOODCERT shall grant certification for product(s) after ensuring complete compliance to the Certification Criteria and certification scheme and certification process requirements (refer clause 4 of this document) and all non-conformances have been closed. There shall be no conditional grant of certification of product(s). The process for certification decision shall be taken as per **PCP-19 Procedure for Granting, Maintaining, Extending, Reducing, Suspending and Withdrawal of Certification**.

2.5.3 Impartiality and absence of conflict of interest shall be ensured by WOODCERT before entrusting the task of certification decision making.

2.5.4 In case, based on the evaluation, WOODCERT decides, not to grant certification to all product(s), few or any of the product categories applied for, then it shall notify the paint manufacturer of the decision not to grant certification, and shall communicate the reasons for the decision. If the paint manufacturer expresses interest in continuing the certification process, WOODCERT can resume the process for evaluation from the process as described from clause 2.3 onwards.

2.6 Certification Documentation

2.6.1 On grant of certification, WOODCERT shall inform the paint manufacturer and issue a Certificate, uniquely identified, which shall include as a minimum the following information:

- a) The name and address of WOODCERT.
- b) The name and address of the paint manufacturer and the address of the site certified.
- c) The effective date (the date on which certification is granted, which shall not precede the date on which the certification decision was completed) and the expiry date of certification. The date of granting, shall also include date of extending or renewing the certification, if applicable.
- d) The expiry date or recertification due date consistent with the recertification cycle.
- e) The scope of certification including products categories certified and the certification criteria against which the certification has been awarded. Reference to the certification criteria document shall include issue number and/or revision, used for evaluation of the certified paint manufacturer.
- f) In the event of issuing any revised certification documents, a means to distinguish the revised documents from any prior obsolete documents.
- g) The formal certification documentation shall include the signature of the individual(s) of WOODCERT who have been assigned such responsibility.

2.6.2 Formal certification documentation shall only be issued after, or concurrent with, the following:

- a) The decision to grant or extend the scope of certification (see 7.6.1) has been made;
- b) the certification requirements have been fulfilled;
- c) The certification agreement has been completed/signed. The contents of the Certification agreements have been detailed in the Document “Certification Body requirements (ANNEXURE B)” and are also available on the website of WOODCERT (http://woodcert.com/pdf/VCSLSP_Public_Documents/FT-23%20Certification%20Agreement.pdf) as well as in any information set provided by WOODCERT to its prospective clients.

2.6.3 The Brand names shades of the Paint categories certified shall generally be included as an addendum to the Certificate/certification document or any other document intimating grant of certification.

2.6.4 The certificate for product certification shall be valid for a maximum period of 3 years from the date of issue of certification.

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2.6.5 The certification decision as intimated to the paint manufacturer, shall clearly inform the certified paint manufacturer, that the final approval from the Scheme Owner of Voluntary Certification Scheme for Lead Safe Paints for using the Certification mark on his products, will be required and that they can only start using the Certification Mark on their product after receiving the same. It is the responsibility of WOODCERT to obtain this approval based on the decision taken on certification of the relevant paint manufacturer. The certificate shall be handed over to the paint manufacturer by WOODCERT, only on receipt of the approval from the Scheme owner.

2.6.6 Directory of certified Lead Safe Paint Manufacturers

2.6.6.1 WOODCERT maintains and make publicly available on its website, directory of valid certifications that as a minimum shall show the name, the certification criteria and scope of certification, geographical location and address and validity of certification for each certified paint manufacturer. Refer **FT-24 Register of Applicant & Certified Clients**.

2.6.6.2 WOODCERT also displays suitably on its website the names of paint manufacturer's under suspension and those whose certificates have been cancelled, refer **FT-24 Register of Applicant & Certified Clients**.

2.6.6.3 Apart from the information made available on its website, WOODCERT also have a provision and system for confirming validity of a certificate on request.

2.6.6.4 WOODCERT have procedure for frequent updating of the information on its website monthly basis or as and when required. Certification In-Charge is responsible for ensuring accuracy of the information made available on the website, ensuring frequent updates. Last date of website update shall be displayed on the website.

2.7 Surveillance Evaluation and Renewal of Certification

2.7.1 WOODCERT shall conduct yearly onsite surveillance evaluations of certified Lead Safe paint manufacturers, with the last surveillance evaluation during the certification cycle being treated as the renewal evaluation. At the time of initial certification, WOODCERT shall draw out the dates for surveillance which shall be conducted at the end of every year from the date of initial certification. The first two surveillance evaluations shall normally be held within the defined period and a delay of maximum one month beyond the due date shall only be allowed in exceptional circumstances. Any further failure to conduct surveillance shall result in suspension of the certificate.

The third evaluation (renewal evaluation) shall be planned and conducted well in advance so that the recertification decision is ensured within the validity period of the certificate. Under exceptional circumstances the decision may be overshoot by a maximum period of 15 days from the date of expiry. However, in all such cases, WOODCERT shall ensure that the renewal evaluation visit and closure of any NCs shall take place before the expiry of validity period of the certificate. Failure in ensuring the above stipulations on account of delays from the certified client's side should generally result in nonrenewal/expiry of the certificate. However, if due to some valid reasons, which the client can justify to the satisfaction of WOODCERT, the certified organization is not in a position to complete the process of implementation of corrective actions and their subsequent verification, then WOODCERT may withhold the renewal of the licence till such time that all actions are completed and observed to be satisfactory. In such cases the renewal shall be affected from back date (date of expiry of the previous certificate) with intervening period being treated as suspension.

2.7.2 The surveillance/renewal assessments shall be of one manday.

2.7.3 In addition to the planned surveillance assessments, as stated above, WOODCERT may also carry out unannounced evaluations, in case the situation so demands, for example when there are repeat failures in respect of samples drawn from market, say two consecutive failures, or complaints/adverse feedback. These shall primarily be carried out for investigating the reasons for failures. WOODCERT may also carry out short notice evaluations for verification of corrective actions informed by the certified paint manufacturer, based on the nature of corrective actions informed, for example, increased control over raw material procurement. The Mandays for such evaluations may be decided for by WOODCERT and shall generally range between half manday to one manday. Such assessments may also be carried out for the purpose of customer complaints,

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requiring verification of certified clients, manufacturing processes and adherence to the agreed IQAP. refer **PCP-13 Procedure for Special, Surprise & Short Notice audit**

2.7.4 The certification agreement between WOODCERT and the paint manufacturer shall have provision for all the above situations.

2.7.5 Normally, in every onsite surveillance evaluation, WOODCERT evaluator shall draw at least one sample from every product category/brand certified. The shades shall be chosen in such a fashion that a rotation pattern is ensured. The certification body may decide to draw more samples of paint products registering higher volumes in production and/or having history of failures.

2.7.6 During the surveillance evaluation, the WOODCERT's evaluator shall as a minimum check and report on the following;

- Compliance to the requirements of the certification criteria and other requirements of Certification Process.
- Compliance to the Internal Quality Assurance Protocol. The evaluators shall also ascertain the continued adequacy of the IQAP in the event of any changes observed.
- Continued competence of the in-house test facilities, if available and in use for testing in accordance with IQAP.
- Handling and disposal of non-conforming products.
- Actions taken on discrepancies observed during the previous evaluation, failure of samples if any reported and informed to the manufacturing unit;
- Draw samples for testing in independent laboratory.
- Information on production of certified paint batches and the names of consignees to who the certified products have been despatched for the purpose of market sampling.

2.7.7 If any non-conformities are observed, the same shall be categorized as Major or Minor as per the description given in clause 2.3.1.6.2. The non-conformity report shall be provided to the paint manufacturer in writing, generally on site, for root cause analysis, correction and corrective action. Details of the same shall be reported in the Surveillance evaluation report.

2.7.8 In the event of non-conformities reported the same shall be handled in the same fashion as described in clauses 2.3.1.6.2 and 2.3.1.6.4 above.

2.7.9 If any surveillance evaluation results in an in-fructuous visit due to any reason that is no samples are possible to be drawn for independent testing, WOODCERT shall conduct another surveillance evaluation. Or equivalent sample may be drawn from market. Such additional evaluations may be charged to the certified unit as decided by WOODCERT.

2.7.10 Based on the performance of the certified client, in terms of compliance of factory and market samples in respect of Lead content and its performance during factory evaluation, WOODCERT, may review the same for the purpose of deciding about reduction in number of sample drawn from the factory as well as reduction in number of surveillances during the subsequent certification cycle. The extent of reduction shall be restricted to factory sample by one number and one onsite surveillance may be carried out instead of two. The decision for such reduction shall be taken by WOODCERT as the certification decision maker and shall be restricted to the subsequent certification cycle only. The justification for such decisions shall be recorded in **FT-29 Review of Audit Reports**.

2.7.11 Market samples

2.7.11.1 As part of surveillance activity, WOODCERT shall purchase samples of certified products from the market or procure the same from organized consumers and get them tested in NABL accredited laboratories for ascertaining compliance to requirements of the Certification Criteria.

2.7.11.2 WOODCERT shall, during the certification cycle, draw as a minimum the specified number of samples from the market, for each of the products under certification, over uniform intervals of time, as per details given below:

- Two market samples per year ensuring rotation of shades so that same shades are not repeated in two certification cycles, unless there is specific reason for doing so.

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b) In case the paint manufacturer is certified for two or more categories/brands then the number of samples drawn may be in the proportion of $2n - 1$, where n is number of categories/brands certified. The distribution of samples shall ensure that all categories/brands are appropriately covered and there is a rotation of shades.

2.7.11.3 Market samples shall be drawn in the original packaging and product integrity shall be ensured by WOODCERT.

2.8 Dealing with failure of samples reported in independent laboratory report

Failure of samples of certified paints, drawn from the factory or the market, to comply with the requirements of the certification criteria, shall be communicated to the certified paint manufacturer for carrying out investigation, root cause analysis and proposed correction and corrective actions within 15 days of intimation. WOODCERT shall respond to the proposed corrective actions at the earliest, within 10 days and the manufacturer shall implement the corrective actions within one month from acceptance of the corrective actions by WOODCERT.

2.8.1 In case of failure of samples on testing, based on the nature of failure, whether the Lead content in sample is indicative of chance contamination, due to failure of system or deliberate addition of lead based pigment, WOODCERT shall decide on one or more of the following;

- a) Draw additional samples of the product manufactured around the same time from the market.
- b) Organize an additional surveillance evaluation immediately.
- c) Increase the frequency of surveillance evaluation and increase the number of factory samples.
- d) Increase the number of market samples.
- e) Issue a suspension notice, leading to cancellation of certificate.

The certified paint manufacturer shall be informed of the decision taken.

2.8.2 Based on the failure of samples in Lead content, WOODCERT shall advise the certified paint manufacturer to:

- a) Investigate and identify which of the raw material is responsible for increasing the lead content in the failing batch of paint and identify all other batches of paint manufactured from that raw material. Suspend use of the remaining lot of the raw material, if any.
- b) Identify all the batches of paints manufactured with the same raw material and examine their production and quality records of the failing batches and retest the Reference samples of these batches in the custody of the Manufacturer;
- c) Stop despatches of all the batches of paint prepared from the failing raw material/intermediate material as the case may be, if stocks are available either at the site or in their warehouses;
- d) Recall the above batches from the market;

2.8.3 Based on the satisfactory demonstration of root cause analysis and corrective actions to prevent such reoccurrences in future, the decision to revert back to the normal operation of certification shall be taken by WOODCERT. Testing of fresh samples of the specific paint product manufactured after implementation of corrective actions may be one of the mechanisms of satisfactory demonstration. Based on the root cause analysis, the paint manufacturer may decide to increase the internal controls described in the IQAP. Evaluation of adequacy of the revision in IQAP and output of the relevant changes may be another means of satisfactory demonstration. Based on the specific situations, WOODCERT shall decide the appropriate actions and record the justification for the same.

2.9 Suspension

2.9.1 WOODCERT shall issue instructions to the certified paint manufacturer for suspension of certification for the product category certified when:

- a) 2 consecutive samples, from the factory or market, as determined by date of manufacture, fail to conform to the requirements of Lead content;
- b) Unsatisfactory performance as adjudged during the process of evaluation on account of any one or combination of the aspects stated below:
 - i. Non implementation of Internal Quality Assurance Plan, like testing not performed as per the frequencies described in the IQAP on a continuous basis and which create serious doubts regarding quality (and safety) of lots of certified paints going in to the market.

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- ii. Repeated failure to take actions by the paint manufacturer, when the serious gaps/non-compliances observed in the IQAP of the paint manufacturer.
- iii. Repeated failure to take actions by the paint manufacturer in respect of Major NCs, within the time limit prescribed or Minor NC raised on the same issue in consecutive (3) onsite evaluations.

2.9.2 WOODCERT shall issue due notice of at least two weeks for suspension of certification to the manufacturing units. In case of detected frauds (deliberate attempt to circumvent/disregard the provisions of the scheme requirements), if any, the notice may not be required.

2.9.3 On receipt of instructions for suspension of certification, the certified paint manufacturer shall suspend the use certification mark under this scheme on the relevant paint products manufactured by them under the provisions of the scheme, with immediate effect. In case of suspensions due to failure of samples, the paint manufacturer shall not use the certification mark on the relevant paint product category/brand/shade. The paint manufacturing unit shall be advised to undertake a root cause analysis and identify the necessary corrective actions for resolving the same.

2.9.3.1 When certification is suspended, WOODCERT shall require that, during the period of suspension, the certified paint manufacturer makes no misleading claims and advises the existing and potential purchasers regarding the status of certification, and ceases to use the certification mark on the products manufactured since the date of notification of suspension.

2.9.3.2 Recall of Defective Paints - WOODCERT shall ensure that the paint manufacturer has procedures in place to ensure that a defective certified paint product that gave rise to suspension of certification is recalled.

2.9.4 While under suspension, WOODCERT shall ensure that despatches of certified paint products to the market/customer are withheld until the product in stock has been reassessed for conformity to the criteria and the product from the defective batches, already despatched shall be recalled. The certified paint manufacturer shall reassess the quality of the products in stock and WOODCERT shall verify this reassessed stock for conformity to the certification criteria before allowing its despatch.

2.9.5 The information about the suspension and withdrawal/cancellation of certifications shall be made publicly available by WOODCERT on its website.

- 2.9.6** WOODCERT shall revoke suspension only when;
- a) Corrective actions have been taken and verified by WOODCERT.
 - b) Reports of samples of Paints manufactured subsequent to the implementation of corrective actions, during independent testing confirm compliance to Criteria requirements.
 - c) Additional details in respect of suspensions based on failure of Factory/market samples in independent testing are given in clauses 2.8.1 and 2.8.2 of this document.

2.9.7 Suspension shall not exceed a period of six months. The paint manufacturer’s inability to resolve issues relating to suspension within this period shall normally lead to cancellation of certification.

2.10 Renewal of Certification

2.10.1 The certification shall be renewed at the expiry of 3 years validity period. However the renewal process and the renewal of certification decision shall be taken on or before the certificate expiration date. In order to achieve the same, the certification body shall send the Renewal notice to the certified units at least four months prior to expiry of certificate validity period.

2.10.2 The paint manufacturer shall apply for renewal in the prescribed format along with fee, if any prescribed by WOODCERT at least 3 months before expiry of the certification.

2.10.3 The onsite surveillance evaluation conducted towards the end of third year and before the expiration of the certificate shall be considered as surveillance cum renewal evaluation. The objectives of this evaluation will be a combination of initial evaluation and surveillance evaluations.

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2.10.4 WOODCERT shall review the performance of the certified unit who has sought renewal of the certification, with respect to compliance to certification criteria during the entire certification cycle, prior to a decision on the renewal of the certificate. The review shall essentially be based on the following:

- a) Surveillance and renewal evaluation reports for the evaluations carried out during the certification cycle. The NCs raised and the satisfactory resolution of the issues raised and their effectiveness.
- b) Handling and disposition of non-conforming products
- c) Test reports for samples drawn from the factory and the market,
- d) Any suspension of certificate during the previous validity period;
- e) corrective actions taken
- f) complaints, if any received,
- g) Adverse information from stakeholders and regulators, if any.

2.10.5 The review shall be conducted by competent person(s) designated for the job.

2.10.6 The decision for renewal of certification shall be taken by competent personnel authorised for the same, based on the satisfactory performance of the certified paint manufacturers as revealed through the review process.

2.10.7 WOODCERT shall not renew certification with conditions for compliance to be verified subsequently. There shall be no conditional renewal of certification.

2.10.8 When performance of the certified unit is not satisfactory, WOODCERT body shall withhold the renewal of the certificate to the certified paint manufacturer clearly stating the reasons and give time for effecting corrective actions. The verification and decision on renewal should be taken within 3 months of the certification expiry date. In cases where it can be established that the performance is not satisfactory with respect to specific shades/category/brand, the renewal may be decided for reduced scope, covering those shades/categories/brands, where the performance can be demonstrated to be satisfactory.

2.10.9 The corrective actions shall be verified generally on site unless WOODCERT can verify the same off site prior to considering for renewal of certificate. The justification for offsite review shall be recorded.

2.10.10 The renewal shall be affected from the date of the expiry of the previous certificate and the intervening period shall be treated as period of suspension and clearly stated on the Certificate. The manufacturing unit shall not claim certification or use the Certification Mark during this period.

2.10.11 In case the certified paint manufacturer does not complete satisfactorily actions within three months, the certificate shall stand expired from the date of expiry of previous validity.

2.10.12 When a certificate is not renewed, it shall expire at the end of validity period.

2.11 Cancellation

2.11.1 WOODCERT shall cancel the certificate when;

- a) Certified unit contravenes the terms and conditions of certification and provisions of the Voluntary Certification Scheme for Lead Safe paints, like repeated failures of samples, suspension of certificate beyond the stipulated period, inadequate corrective actions, lack of compliance to IQAP, misuse of Certification Mark, etc.
- b) Repeated non-compliance of certified Paint products to the certification criteria and the inability of the corrective actions taken to ensure compliance, or if the proposed plan for corrective actions is likely to take considerable time, beyond 6 months for implementation.
- c) The certificate has remained under suspension (see clause 2.9 of this document) for more than six months. In the event, only one or more of the categories of paint is under suspension due to technical ground, for example the paint manufacturers inability to ensure the Lead content of the paint category with in 90 PPM, then WOODCERT shall decide about partial withdrawal – withdrawal of the relevant paint category from the certificate.

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2.11.2 WOODCERT shall cancel the certificate at the request of the certified paint manufacturer, if the operation(s) in the certified units premises can no longer be carried due to reasons of natural calamities such as flood, fire, earthquake etc., lock out declared by the management, or closure of business operations, or management decision not to manufacture Lead Safe paints, etc.

2.12 Changes affecting Certification

2.12.1 When the certification scheme introduces new or revised requirements both in Certification criteria and Certification process requirements that affect the certified paint manufacturer, WOODCERT shall ensure these changes are communicated to all certified paint manufacturers. WOODCERT shall verify the implementation of the changes by its certified clients and shall take actions required by the scheme.

2.12.2 The contractual agreement with the certified paint manufacturer shall have clearly defined clause which shall make it makes mandatory for the certified client to agree to implement the changes in his processes and product, necessitated by the changes in above requirements.

2.12.3 Following decision on, and publication of, the changed requirements, WOODCERT shall verify that each certified paint manufacturer makes any necessary adjustments within such time as, in the opinion of WOODCERT, is reasonable, unless the Certification Scheme owner itself has decided the time lines. The verification may involve steps like onsite re-evaluation/evaluation, retesting of samples in an independent laboratory, evaluation, review and decision and issuance of issuance of revised formal certification documentation to extend or reduce the scope of certification, etc. In case the changes necessitate changes in IQAP, then WOODCERT shall also review and approve changes and make necessary revision in the Certification agreement to reflect the revised IQAP. The records shall provide justification for choice of activities chosen for the purpose verification of changes.

2.12.4 The certified paint manufacturer shall also be bound by the certification agreement to inform WOODCERT about changes initiated by the client which have the potential to affect the Product compliance to the certification criteria. Based on the nature of changes informed, WOODCERT shall decide the verification activities, which may include the activities as stated in clauses 2.3 to 2.5 and all other process steps, as relevant.

2.12.5 Change of Location/Ownership/Name

2.12.5.1 The certified paint manufacturer shall inform WOODCERT of any change in the location of the manufacturing unit.

2.12.5.2 On receipt of such information, WOODCERT shall issue instructions to the certified paint manufacturer for suspension of certification with immediate effect.

2.12.5.3 The paint manufacturer shall be subject to an onsite evaluation and evaluation at the new site like an Initial Evaluation of an applicant.

2.12.5.4 If the evaluation is satisfactory, WOODCERT shall transfer the Certificate to the new location and the paint manufacturer with its manufacturing unit at the changed location shall be permitted to affix the Certification Mark for Lead Safe Paints produced therein.

2.12.5.5 WOODCERT shall endorse the change of premises on the Certificate.

2.12.5.6 In the event of change of Ownership, the organization shall provide necessary documentary evidence. The new management of the organization shall submit its acceptance to the agreement for with WOODCERT, Internal Quality Assurance Protocol and payment of fees. The same process shall be followed as and when an existing applicant undergoes a change in management. Such changes shall not call for a visit to the production site.

2.12.5.7 In case of change of Name, the manufacturer shall inform the change in the name to WOODCERT supported with documentary evidence, and if satisfied WOODCERT shall endorse the Certificate in the new name.

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2.13 Extension of Scope

This shall cover process for inclusion of additional shades/categories/brands as described in clause 4.1 of the Certification Criteria document.

2.13.1 The certified paint manufacturer shall be required to make a formal application for the purpose of inclusion of additional paint category/brand/shade. For example, if a paint manufacturer has been certified for 15 shades of category Enamel Paints under brand XYZ, based on initial evaluation and wishes to include additional shades under the same category/brand or wishes to include additional brand in the same category or an additional category like Dry Distemper, he shall require to apply for extension of scope. Along with the application the paint manufacturer shall send information about Description of raw materials used and their suppliers, production processes, details of manufacturing facilities for the new shade/brand/category along with the controls exercised by the applicant paint manufacturer for ensuring product conformity to the requirements described in the Lead Safe Certification Criteria, including Internal Quality Assurance measures/plan (IQAP).

2.13.2 WOODCERT shall study the information received and carry out an offsite desk review using a competent evaluator to assess if there are substantial changes in the manufacturing process or the IQAP from the ones for paint categories already certified by them. Based on this review, WOODCERT shall decide any of the following actions:

- a) Conduct a factory evaluation for evaluation for the process step same as that for initial assessment, including that of drawal of factory sample. Based on the results of factory evaluation and the test results of the sample drawn decide about inclusion of the category in the existing certificate of the paint manufacturer.
- b) Independent testing of the sample drawn from the market for the new category applied for. Based on the results of compliance to the certification criteria WOODCERT shall then decide about the inclusion of the category in the existing certificate of the paint manufacturer.
- c) In cases where there no changes in IQAP and the manufacturing process, for example when the manufacturer wishes to include additional brand, with no changes in shades and category then WOODCERT may take a decision based on the information supplied in the application itself and decide about the inclusion of the category. However WOODCERT shall ensure that a sample from this brand/category is testing during the next scheduled factory evaluation or market sample drawal exercise. In case the sample is observed to be non-compliant o the Certification criteria in respect of Lead content then all the process steps described in clause 2.9 and 2.11.

2.13.3 WOODCERT clearly record the reasons and the justification for its decision on choice of one of the three options as stated above

2.13.4 The extension of scope shall be clearly mentioned in the certificate document along with its date of inclusion for avoiding any misrepresentation or misinterpretation. Irrespective of the date of inclusion, the validity of the Certificate shall remain unchanged.

2.14 Certification Fees

2.14.1 A fee to be charged to the paint manufacturers for various activities of the certification scheme, without any discrimination between units, geographical location, size of the unit.

2.14.2 WOODCERT fee structure shall be publically accessible and also be provided on request.

Fees Structure

The Fees structure shall be defined under the following heads

1. Cost of Registrations & Accreditation Fees
2. Cost of Manday/(s)
3. Certification Issuance Fees

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Additionally :

1. Licensing Fees: The scheme owner may levy a charge for the use of Lead Safe Paint Mark directly to the certified paint manufacturer that shall be collected by the Wood Certification Private Limited.
2. Travel and incidental cost including applicable taxes shall be chargeable extra as per actuals.
3. Cost of drawing samples from the market, as required by the scheme shall be chargeable as per actual.
4. Cost of Testing and incidental charges like pickup or courier services, etc. if applicable shall be charged as per actuals.

The fees charged by WOODCERT shall be non-refundable.

2.14.3 WOODCERT shall notify and obtain consent to its fee structure from the applicant paint manufacturer organizations prior to grant of certification. As and when the fee undergoes a change, the same shall be communicated to all including applicants and the manufacturing units certified under this scheme of certification for their acceptance.

2.14.4 Records

2.14.4.1 WOODCERT has a documented policy and documented procedures in respect of the retention of records to demonstrate that all certification process requirements have been effectively fulfilled. The documented procedure can be referred in **PCP-02 Procedure for Control of Record**.

2.14.4.2 The certification related records shall be retained for two certification cycles. If the certification scheme involves complete re-evaluation of the product(s) within a determined cycle, records shall be retained at least for the current and two more cycles. The same has been defined in **FT-03 Master List of Records** Updated 1.

2.14.4.3 WOODCERT keeps records confidential. Records shall be transported, transmitted and transferred in a way that ensures confidentiality is maintained. Records are shared through official email to computers having password protection. Further the information is shared only on required to use basis. Declarations in this regard is also taken from personnel across the organisation. Refer **FT-09 Personnel Agreement, FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others**.

2.14.4.4 The certification records will include records for all paint manufacturers, including all manufacturers that submitted applications, and all manufacturers evaluated, certified, or with certifications suspended or withdrawn/ cancelled. The records of certification of paint manufacturers shall include the following:

- a) Application information and results of application review and evaluator/team competence records;
- b) Evaluation planning and preparation records, evaluation plans and other related records;
- c) Records of onsite evaluation reports and related records; Test reports from independent laboratory;
- d) Final evaluation records, Records of verification of correction and corrective actions;
- e) Records of review and certification decisions; committee deliberations and decisions, if applicable;
- f) Certification agreement;
- g) Certification Documentation (certificate, etc.), including scope of certification;
- h) Records of complaints and appeals, and any subsequent correction or corrective actions;
- i) Records of all surveillance activities carried out suspension, withdrawal and consequent actions taken.
- j) Related records necessary to establish the credibility of the certification, such as evidence of the competence of evaluators, technical experts, evaluators, review personnel, evaluators and decision makers, continuation of certification, etc., as relevant;
- k) Any other records as relevant to the certification process, in order to provide confidence that the certification scheme requirements (clause 4) were complied with.

The same has been defined in **FT-03 Master List of Records** Updated 1.

2.15 Complaints and Appeals

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2.15.1 WOODCERT has a documented procedure for handling of complaints and appeals which is defined in **PCP-20 Procedure for Resolution of Appeal, Complaints and Disputes**.

2.15.2 The procedure for complaint handling shall include complaints from all stake holders, especially its certified paint manufacturers as well as customers of its certified/applicant paint manufacturers.

2.15.3 The procedure for receipt and handling of complaints is available to public on WOODCERT's website http://woodcert.com/pdf/VCSLSP_Public_Documents/PCP-20%20Procedure%20for%20Resolution%20of%20Appeal,%20Complaints%20and%20Disputes.pdf) and is easily accessible on the website.

2.15.4 Upon receipt of a complaint or appeal, WOODCERT confirms whether the complaint or appeal relates to certification activities for which it is responsible and, if so, shall address it. WOODCERT shall acknowledge receipt of a formal complaint or appeal.

2.15.5 WOODCERT is responsible for gathering and verifying all necessary information (as far as possible) to progress the complaint or appeal to a decision.

2.15.6 The procedure includes the process steps for receiving and recording, evaluating and establishing validity of the same, investigating and make decisions on complaints and appeals. The process step shall also include the activities of root cause analysis, correction and corrective actions.

2.15.7 If the complaint relates to a certified paint manufacturer and the certified product supplied by the paint manufacturer, then the examination and evaluation of the complaints shall take in to consideration the effectiveness and implementation of the paint manufacturer's certification system. The process of establishing validity of the certified product, should generally involve processes like conduct of additional surveillance activities – visit to certified paint manufacturers premises for special evaluation, testing and evaluation of certified product including those picked up from market, against which the complaint had been received, etc. The decisions on complaint shall then be based on the result of additional surveillance activities.

2.15.8 WOODCERT complaint handling process documents the actions to be taken by WOODCERT as well as the certified paint manufacturer, in case the certified product, against which the complaint was received, was observed to be noncompliant with the specified requirements. These actions/conditions are included in the WOODCERT's legally enforceable contract with the paint manufacturer in **FT-23 Certification Agreement**.

2.15.9 WOODCERT shall record and track complaints and appeals, as well as actions undertaken to resolve them.

2.15.10 The decision resolving the complaint or appeal shall be made by, or reviewed and approved by, person(s) not involved in the certification activities related to the complaint or appeal. To ensure that there is no conflict of interest, personnel (including those acting in a managerial capacity) who have provided any service for a paint manufacturer, or been employed by a paint manufacturer, shall not be used by WOODCERT to review or approve the resolution of a complaint or appeal for that paint manufacturer within two years following the end of the consultancy or employment.

2.15.11 Whenever possible, WOODCERT gives formal notice of the outcome and the end of the complaint process to the complainant.

2.15.12 In respect of appeals WOODCERT ensures that the individual(s)/committee entrusted with handling of appeal and its resolution decision are independent of the persons involved in certification related recommendations and decision and their position in WOODCERT shall be such that it shall not be possible to influence their decisions with respect to the subject of the appeal.

2.15.13 The procedure has the provision for giving a written statement to the appellant, of the appeal findings including the reasons for the decisions reached and also communicating to the appellant about the provision for giving an opportunity to formally present his case.

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2.15.14 Based on the presentation made, the individual or a committee appointed for hearing the case shall take a final decision on the appeal and a formal notice of the outcome and the end of the appeal process shall be given to the appellant.

2.15.15 WOODCERT shall take any subsequent action needed to resolve the complaint or appeal.

3.0 REQUIREMENTS FOR CERTIFICATION BODY (Section 6)

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

A.4.1.1.1 In addition to the requirements specified in clause 4.1.1 of ISO 17065:2012 the following requirements shall also be complied with by WOODCERT while pursuing accreditation for VCSLSP

A.4.1.1.2 WOODCERT is incorporated under The Companies Act 1956, as a Private Limited company CIN no. U74999DL2005PTC138957 dated 21st July 2005 for providing independent, impartial and fair certification services. The constitution of the Board of Directors and legal documents defining the entity of WOODCERT are described in the Memorandum and Articles of Association of WOODCERT. WOODCERT is legally responsible for all its certification activities and can be legally held responsible for its work.

A.4.1.1.3 WOODCERT shall be responsible for and shall retain authority for its decisions relating to certification. This includes the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification, which is managed through **“PCP-19 Procedure for Granting, Maintaining, Extending, Reducing, Suspending and Withdrawal of Certification”**.

A.4.1.2 Certification agreement

A.4.1.2.1 WOODCERT ensures that its certification agreement requires that the client comply with the requirements defined under **ANNEXURE B** of this document, in addition to those specified in ISO 17065:2012.

(ANNEXURE B defines clauses A.4.1.2.1 till clause A.4.1.3.7)

A.4.1.3 Use of Certificates and Marks of Conformity

A.4.1.3.8 WOODCERT intends to runs more than one product/process certification schemes in due course, the procedure specifying generic requirements common to all schemes and in line with the requirements of ISO/IEC 17065:2012 have been defined in clause no 4.1.3 of **ISO 17065 Manual-WCPL** along with other applicable **PCP’s** and additional section with specific requirements as specified for the VCSLSP are defined under this document i.e. **PCP-24 VCSLSP Protocol** and **PD-04 Rules for use of VCSLSP Certification Mark**.

A.4.1.3.9 WOODCERT shall not incorrectly claims accredited status for certificates issued before appropriate accreditation has been granted. However, if it is found to be in noncompliance of this clause and the accreditation body shall require it subsequently to withdraw them and also impose any other sanctions as deemed appropriate, it shall abide by the decision of the accreditation body.

PD-04 Rules for use of VCSLSP Certification Mark is available on the WOODCERT website http://woodcert.com/pdf/VCSLSP_Public_Documents/PD-04%20Rules%20for%20use%20of%20VCSLSP%20Certification%20Mark.pdf. Any violation regarding the use of certification marks/scheme logo would be raised as a nonconformity in the ensuing audit.

WOODCERT shall suspend processing of the application in case applicants found misusing the certification mark in any way prior to grant of certification.

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The certified units shall sign a legally enforceable agreement with the Scheme Owner/ Woodcert whereby it is allowed to use the mark. The **“Agreement for use of certification mark between QCI and the certified paint unit”** has been defined under Annexure C of this document.

4.0 Management of Impartiality

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

In addition to the requirements as specified in clauses 4.2 ISO17065:2012, the following requirements shall also apply.

A.4.2.1 WOODCERT’s top management’s commitment to impartiality is demonstrated through:

a) Documented WOODCERT’s policy on safeguarding impartiality **“PD-01 Impartiality Policy”** and ensuring that it is understood at all levels of the organization, by publically displaying the same in the office. WOODCERT implements good practices like establishing “Code of Conduct” which is defined in the appointment letter annexures and is required to be abided by all internal and external personnel.

b) Having a defined institutional structure in **Annexure 1 of ISO 17065 Manual-WCPL** and impartiality policy **“PD-01 Impartiality Policy”** and procedures, appropriate implementation of these policy and procedures and operation and conduct of its activities and personnel regulated through **PCP-03 Procedure for Management of Competence**.

c) Having a system that ensures appropriate management of conflict of interest for ensuring objectivity of its certification functions.

d) Takes appropriate action to respond to any threats to its impartiality arising from the actions of other parts of the organization, persons outside of the organization, subcontractors, related bodies or other bodies or organizations through implementation of **“FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others”**.

e) Maintaining a professional environment and culture in the organization that supports a behaviour of all personnel that is consistent with impartiality.

f) Making available to public through its website http://woodcert.com/pdf/VCSLSP_Public_Documents/PD-01%20Impartiality%20Policy.pdf, its policy on impartiality.

A.4.2.2 WOODCERT has established and implemented a documented procedure for analysing threats against impartiality of the certification body under **Annexure-3 - Risk Analysis – Potential Conflict of Interest of ISO 17065 Manual-WCPL**. The analysis covers all existing potential sources of conflict of interests, arising out of WOODCERT’s activities (its own activities, activities of the related bodies and activities of personnel it employs) and from its relationships (organizational as well as individual’s).

WOODCERT ensures that the conflict of interest analysis is carried out at least once annually and whenever a significant change occurs in its activities, such as changes in the organizational structure and business activities or of the legal status and mergers with, or acquisitions of other organizations.

Note 1: A relationship that threatens the impartiality of the certification body can be based on ownership, governance, management, personnel, shared resources, finances, contracts, marketing and payment of a sales commission or other inducement for the referral of new clients, etc.

Note 2: While carrying out the conflict of interest analysis the following risks, but not limited to them, shall be considered:

a) Self-interest threats: threats that arise from a person or body acting in their own interest. A concern related to certification, as a threat to impartiality, is financial self-interest.

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- b) Self-review threats: threats that arise from a person or body reviewing the work done by themselves. Certification of a client, whose product was designed or who was provided service regarding internal evaluation by the CB or the personnel it employs would be a self-review threat.
- c) Familiarity (or trust) threats: threats that arise from a person or body being too familiar with or trusting of another person instead of seeking audit evidence. Repeat evaluation of a client by the same evaluator/auditor, over and over again may also present a familiarity threat.
- d) Intimidation threats: threats that arise from a person or body having a perception of being coerced openly or secretly, such as a threat to be replaced or reported to a supervisor.

A.4.2.3 When a relationship poses an unacceptable threat to impartiality then certification shall not be provided. Some of these situations requiring prohibitions as mitigation measures have been described vide clause 4.2.6 of ISO 17065:2012. These shall be implemented together with the additional ones provided in this document.

A.4.2.4 Further, where risks to impartiality have been identified as a result of risk analysis (clause 4.2.3), WOODCERT shall establish and implement a documented procedure for mitigation of threats against impartiality through **Annexure-3 - Risk Analysis – Potential Conflict of Interest of ISO 17065 Manual-WCPL**. The ways to mitigate the threats to impartiality have been defined in the above document and shall be through any of the following mitigation means:

1. Not provide certification, since the situation poses unacceptable threat to impartiality – prohibition.
2. Carry out the certification in a restricted manner based on disclosures
3. Minimize the risks on the basis of clearly defined control points to ensure mitigation.

The impartiality risk analysis together with mitigation strategies are made available to the Impartiality Committee (see A.5.2.1) during the Impartiality committee meetings.

A.4.2.5 In addition to those prescribed in clause 4.2.6 of ISO 17065 the other type of product related consultancy services that shall be considered are barriers to certification would be participation in an active creative manner in the ongoing development and monitoring/improvement of the product, process, or service, for example;

- a) providing specific support/advise on elements of the design.
 - b) preparing or producing manual, handbooks or procedures.
 - c) involvement in the supplier's monitoring, review and decision making process applicable to the product.
- and shall not be pursued by WOODCERT

A.4.2.6 In addition to the requirement specified in ISO 17065 clause 4.2.6, the following are also complied by WOODCERT as applicable:

- a) WOODCERT shall not have any relationship with the client except third party conformity assessment. There shall be a minimum separation of 2 years before application can be entertained, in case WOODCERT has had relationship which is generic (not LS Paint certification scheme) in nature, for example, internal audit training, etc.

In cases where the relationship pertained to paint manufacturing, process design, Lead testing, etc, then WOODCERT shall carry out impartiality risk analysis before entertaining the application. Purpose of risk analysis shall be to ascertain if, longer separation than two years is required from the last date of end of relationship as stated above or that the risk is of such unacceptable level so as to prohibit certification by WOODCERT. Based on the risk analysis appropriate decision shall be taken and the justification for the same shall be recorded.

- b) Although, testing is considered as a conformity assessment activity, in case WOODCERT (the legal entity) also has a laboratory and if the LS paint manufacturing unit it has certified/intends to certify, has a contract/arrangement for getting all its raw material/intermediate material and LS paint samples, as per the frequency described in its IQAP, then this is considered as an unacceptable threat to impartiality. In such cases WOODCERT shall not certify such LS paint manufacturing unit. This is not applicable in case the LS paint manufacturer uses a number of NABL accredited laboratories by rotation or otherwise. This provision shall also be applicable if the laboratory belongs to a related body.

Note – Definition of Related Body is based on the relationships as described in Note under clause 4.2.3 of ISO 17065:2012.

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c) In case the related body is engaged in any of the activities as specified in clause 4.2.6 of ISO 17065:2012 or activities like management system consultancy, internal auditing or training, then certification shall not be provided to the relevant client to whom these services may have been provided by the related body. There shall be a minimum separation of 2 years, in case the related body has had relationship which is generic (not LS Paint certification scheme) in nature, for example, internal audit training, etc. In cases where the relationship pertains LS Paint specific topics, then WOODCERT shall carry out impartiality risk analysis before entertaining the application. Purpose of risk analysis shall be to ascertain if, longer separation than two years is required from the last date of end of relationship as stated above or that the risk is of such unacceptable level so as to prohibit certification by WOODCERT. Based on the risk analysis appropriate decision shall be taken and the justification for the same shall be recorded.

d) Since WOODCERT is not a government body, hence this clause “ If the certification body and its client are both part of government, the two bodies shall not directly report to a person or group having operational responsibility for both. The certification body shall, in view of the impartiality requirement, be able to demonstrate how it deals with a case where both itself and its client are part of government. The certification body shall demonstrate that the applicant receives no advantage and that impartiality is assured.” does not pose a possible threat to impartiality.

e) WOODCERT does not certify a product on which a client has received consultancy or internal evaluations, where the relationship between the consultancy organization and WOODCERT poses an unacceptable threat to the impartiality of WOODCERT. Allowing a minimum period of two years to elapse following the end of the product consultancy is one way of reducing the threat to impartiality to an acceptable level.

f) WOODCERT does not outsource/subcontract any part of the certification work, evaluation, etc., to a legal entity that is engaged in designing, manufacture, installation, distribution or maintenance of the certified/to be certified, product, process and service. WOODCERT also does not outsource the certification work to organizations who are likely to provide consultancy / internal auditing services to clients / prospective clients of WOODCERT.

g) WOODCERT does not use external evaluators/auditors for the purpose of evaluation of any client, if they, or the organization that employs them, have been engaged in any other activities as stated in “e)” above. The same is ascertained through declarations provided in **FT-09 Personnel Agreement**.

h) WOODCERT does not use personnel who have been involved in, or have had relationships with the Product certification client in any way within the last two years as a minimum, to take part in evaluation/auditing. The period of separation shall be determined by the nature of association. In case the individual concerned has worked for the organization concerned, or provided any LSF paint related process/product related consultancy then WOODCERT does not use such person at all. The same is identified through declarations provided in **FT-09 Personnel Agreement**.

A.4.2.7 WOODCERT’s activities shall not be marketed or offered as linked with the activities of an organization that provides LS paint related consultancy (the designing, manufacturing, installing, maintaining or distributing of a certified/to be certified LSF paint and process of manufacture). WOODCERT takes action to correct inappropriate claims by any consultancy organization stating or implying that certification would be simpler, easier, faster or less expensive if the WOODCERT’s services were used. WOODCERT does not state or imply that certification would be simpler, easier, faster or less expensive if a specified consultancy organization were used.

A.4.2.8 WOODCERT’s personnel involved in certification activities shall be bound by the certification body’s impartiality policy and act impartially in their work through contractual or employment conditions and assignment conditions for each evaluation/audit activity. The same is achieved through declarations provided in **FT-09 Personnel Agreement**.

A.4.2.9 WOODCERT has a system for self-disclosure and documentation of the types of activities carried out by its internal and external personnel and subcontractors and the organizations that employ them, in general and in particular regarding the designing of relevant product/process/service, consultation, internal evaluation/auditing, training, etc. The same is achieved through declarations provided in **FT-09 Personnel Agreement** and **FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others**.

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A.4.2.10 WOODCERT takes an undertaking with respect to freedom from conflict of interest for every audit/evaluation assignment allotted to the individuals through declaration under **part 1 & part 2** of **FT-26A VCSLSP Audit Checklist and Report**. Based on the revelations made if any, WOODCERT uses the information as input to identifying threats to impartiality raised by the activities of such personnel or by the organizations that employ them, and shall not use such personnel, internal or external, unless any potential conflict of interests has been addressed and the measures taken to address these potential conflicts have been documented and implemented.

A.4.2.11 WOODCERT require its personnel, internal and external, to report any situation of influence or pressure from the client that may threaten their independence in the course of certification activities under point (g) of **part 1** of **FT-26A VCSLSP Audit Checklist and Report**. . Based on such report, WOODCERT takes appropriate actions to ensure its independence in its certification work.

A.4.2.12 WOODCERT's personnel involved in certification activities shall not provide, while carrying out evaluation/audit, any advice, consultancy or recommendation to the client on how to address any deficiencies that may be identified during the evaluation/audit.

A.4.2.13 WOODCERT is responsible for ensuring that neither related bodies, nor sub-contractors, nor external assessors/auditors operate in breach of the undertakings that they have given by taking feedback from clients "**FT-34 Feedback Form**" and through in-house verification and observation mechanisms. WOODCERT is also responsible for implementing appropriate corrective action in the event that such a breach is identified and takes appropriate action to mitigate the same.

5.0 Liability and financing

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document "Requirements for certification Bodies") The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word "A" for the purpose of indicating that these are additional.

A.4.3 In addition to the requirements as specified in clause 4.3 of ISO17065:2012, following requirements shall apply.

A.4.3.1 WOODCERT demonstrates that it has evaluated the risks arising from its certification activities and that it has adequate arrangements (e.g. insurance or reserves) to cover liabilities arising from its operations in each of its fields of activities and the geographic areas in which it operates. This is defined under the document "**Calculation of Liabilities**" and WOODCERT purchases an "**Indemnity Policy**" annually to address the same.

A.4.3.2 WOODCERT demonstrates that it has a reasonable expectation of being able to provide and to continue to provide the service in accordance with its contractual obligations. WOODCERT provides sufficient evidence to demonstrate its viability, by preparing its management reports or minutes, annual reports, financial audit reports, financial plans, etc.

A.4.3.2 The means by which WOODCERT obtains financial support and sustain its viability are defined under the document "**Description of the means of financial support**" and they allow WOODCERT to retain its impartiality. The same is available on its website

http://woodcert.com/pdf/VCSLSP_Public_Documents/DESCRIPTION%20OF%20THE%20MEANS%20OF%20THE%20FINANCIAL%20SUPPORT.pdf

A.4.3.3 In addition to the above WOODCERT also demonstrate to the Impartiality committee, through submission of **Annexure-3 - Risk Analysis – Potential Conflict of Interest** of **ISO 17065 Manual-WCPL** & financial audit reports, financial plans, etc., that initially, and on an ongoing basis, commercial, financial or other pressures do not compromise its impartiality.

6.0 Non-discriminatory conditions

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document "Requirements for certification Bodies") The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word "A" for the purpose of indicating that these are additional.

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A.4.4 Non-discriminatory conditions

A.4.4.1 WOODCERT demonstrates compliance to the requirements of ISO 17065:2012 (clause 4.4), through its policies and procedures as well as actual practice.

A.4.4.2 WOODCERT's policies and procedures ensure that it does not practice any form of hidden discrimination by speeding up or delaying the processing of applications.

7.0 Certification Fees

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document "Requirements for certification Bodies") The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word "A" for the purpose of indicating that these are additional.

A.4.4.3 Certification Fees

A.4.4.3.1 WOODCERT charges fees to the applicant paint manufacturer for the various activities of Scheme, without any discrimination between units, geographical location and size of the unit. Any additional requirements as may be imposed by the VCSLSP owner, time to time is adhered to.

A.4.4.3.2 WOODCERT's fee structure is publicly available on its website,

http://woodcert.com/pdf/VCSLSP_Public_Documents/FEES%20STRUCTURE%20FOR%20VCSLSP.pdf .

The fee structure available on website is generic in nature. On request from a specific applicant/client, based on the specific conditions concerning the applicant, WOODCERT informs the applicable fees, which shall essentially be derived from the fee structure made publicly available. It shall not substantially defer from the one available publicly, unless some plausible justifications are recorded.

A.4.4.3.3 WOODCERT notifies and obtains consent to its fee structure from the LS paint manufacturers prior to grant of certification. As and when the fee undergoes a change, the same is also communicated to all including applicants and the manufacturing units certified under LSP certification scheme for their acceptance.

8.0 Publically available information

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document "Requirements for certification Bodies") The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word "A" for the purpose of indicating that these are additional.

A.4.6.1 Publicly available information

A.4.6.1 Making the information publicly available through WOODCERT's website

http://woodcert.com/VCSLSP_documents.html is the only means of meeting this requirement.

A.4.6.2 The following information with respect to VCSLSP shall be made publicly available on WOODCERT's website. The information provided shall be accurate, non-misleading and where relevant detailed enough for the reader to clearly understand.

a) The certification process, from application stage to the grant of certification, including the evaluation process; the system for maintenance of certification, including processes for surveillance, market sampling, recertification, scope extension and reduction, suspension and withdrawal. The information shall also cover the terms and conditions of certification and the use of certificates/LS Paint mark, as contained in the Certification Agreement.

b) The Scheme specific rules and conditions for granting, for maintaining, for extending or reducing the scope of certification, for suspending, for withdrawing or for refusing certification.

c) Requirements of VCSLSP, including the LS paint certification criteria and application form shall be available to the applicant. WOODCERT may also provide any other guidance documents on the certification criteria for the benefit of the applicant, as long as they are not advisory/consultative in nature.

d) WOODCERT makes publicly available on its website, the information about applications registered and certifications granted, suspended or withdrawn.

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- e) On request from any party, WOODCERT provides the means to confirm the validity of a given certification and the provision for the same are available on the website through “contact us” tab.
- f) WOODCERT maintains and make publicly available on its website, a directory of valid certifications. Reference to additional requirements is provided in clause 2.6.6 of this document.
- g) A description of the rights and duties of applicants and clients, including requirements, restrictions or limitations on the use of WOODCERT's name and certification mark and on the ways of referring to the certification granted.

A.4.6.3 WOODCERT have procedure for frequent updating of the information on its website monthly basis or as and when required. Certification In-Charge is responsible for ensuring accuracy of the information made available on the website, ensuring frequent updates. Last date of website update shall be displayed on the website.

A.4.6.4 WOODCERT lists out the sources of its finances through its document **“Description of the means of financial support”**.

A.4.6.5 The information on complaints handling process and WOODCERT’s procedure are directly available to the public, without the public having to go through layers of cross linkages under the following link http://woodcert.com/pdf/VCSLSP_Public_Documents/PCP-20%20Procedure%20for%20Resolution%20of%20Appeal,%20Complaints%20and%20Disputes.pdf

A.4.6.7 Information exchange between a certification body and its clients

A.4.6.7.1 Information on the certification activity and requirements- WOODCERT provides and update clients on the following:

- a) a detailed description of the initial and continuing certification activity, including the application, initial evaluation, surveillance evaluation, and the process for granting, maintaining, reducing, extending, suspending, withdrawing certification and recertification;
- b) the certification criteria for Lead Safe Paint certification scheme;
- c) information about the fees for application, initial certification and continuing certification;
- d) WOODCERT’s requirements for prospective clients;
- e) Documents describing the rights and duties of certified clients as well as obligations on part of WOODCERT including the changes within certified LS Paint manufacturer that need to be informed to WOODCERT, without delay, of matters that may affect its ability to conform to the certification requirements. These shall include changes in:
 - i. The legal, commercial, organizational status or ownership,
 - ii. Organization and management (e.g. key managerial, decision-making or technical staff),
 - iii. Contact address and production sites/premises,
 - iv. Modifications to the major raw materials with potential to affect the Lead content in paints; manufacturing processes or the production methods and in the internal control measures which are significant in nature.
 - v. Any other information indicating that the paint may no longer comply with the requirements of the LSP certification criteria and the LSP certification scheme
- f) Information on procedures for handling complaints (both by WOODCERT as well by the LS paint manufacturer, in respect of complaints against certified products) and appeals.

A.4.6.7.2 Based on the changes affecting certification, including those initiated by the client, WOODCERT decides upon the appropriate actions in accordance with its documented procedure, which are based on the requirements described in clause 2.12 of this document as well as clause 7.10.3 of ISO 17065. Responsibility for deciding about the course of actions to be taken are defined in the respective PCP’s.

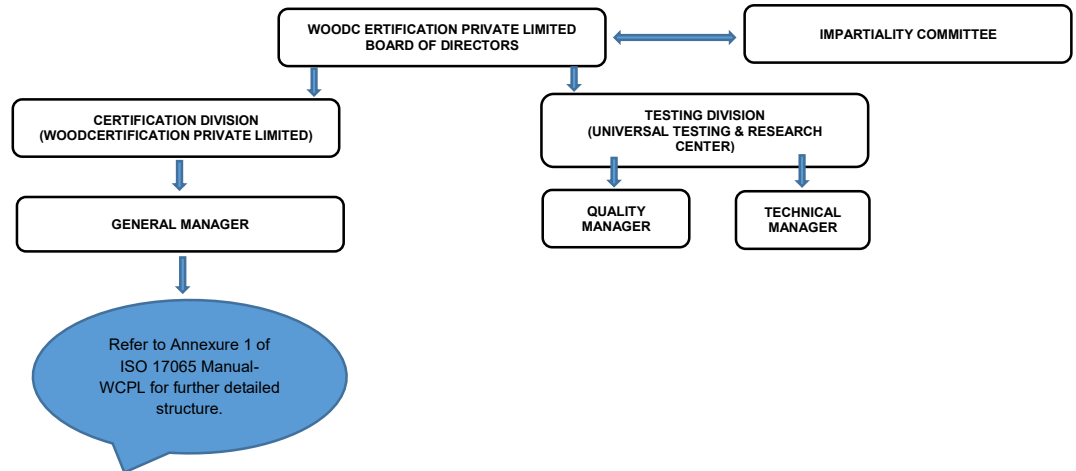
9. STRUCTURAL REQUIREMENTS

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

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A.5.1 Organizational structure and top management

A.5.1.1 The organization structure includes structure of the parent body (legal entity- WOOD CERTIFICATION PRIVATE LIMITED is incorporated under The Companies Act 1956, as a Private Limited company CIN no. U74999DL2005PTC138957 Dated 21st July 2005 for providing independent, impartial and fair certification services.), which is the same division that offers certification. The structure of the same has been defined under **Annexure -1 of ISO 17065 Manual-WCPL**. It includes structure of the testing division and its relation to the certification services being offered by WOODCERT.



STRUCTURE OF WOODCERT AND ITS DIVISIONS (Figure 1)

A.5.1.2 WOODCERT has identified and documented both related division of the same legal entity and their activities and functions and their relationships with the certification body, in its organizational structure. This covers all relationships, such as those described in Note 1 of Clause A.4.2.2 of this document. The activities of all related bodies shall also be documented for the purpose of identifying any potential conflict of interest. The above information shall also be used for identification of actual/potential risks to impartiality (see clause A.4.2.2).

A.5.1.3 The organization charts i.e. **Figure 1** of this document & **Annexure 1** of **17065 Manual-WCPL** are used for showing the structure, supported by the documented responsibilities and authorities for the functions described in the organization chart **Annexure 2** of **17065 Manual-WCPL**.

A.5.1.4 The identification of responsibilities, as defined in **Annexure 2** of **17065 Manual-WCPL**, shall clearly and unambiguously reflect the responsibilities for activities/functions as described vide clause 5.1.3 a) to n) of ISO 17065:2012.

A.5.1.5 The requirement specified vide clause 5.1.4 of ISO 17065:2012 shall cover the Impartiality committee and any other committees, if established by the certification body for establishment of systems for LS paint certification scheme, planning for certification evaluation (sampling and determination), certification review and decision making, appeals process, etc.

A.5.1.6 The Impartiality committee involved in operation of WOODCERT and the certification process, are also reflected as part of the organizational structure.

10. Mechanism for safeguarding impartiality

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “ Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

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A.5.2 Mechanism for safeguarding impartiality

A.5.2.1 An Impartiality committee with specific responsibility for safeguarding WOODCERT’s impartiality in its certification functions and for ensuring that the policy on safeguarding impartiality and related procedures and other systems are effectively implemented shall be the means of fulfilling this requirement. The same are defined under the document **WI- 01 Impartiality Committee**.

A.5.2.2 The Impartiality Committee as defined under **WI- 01 Impartiality Committee** shall:

- a) assist WOODCERT in developing the policies relating to impartiality of its certification activities,
- b) counteract any tendency on the part of a certification body to allow commercial or other considerations to prevent the consistent objective provision of certification activities,
- c) advise on matters affecting confidence in certification, including openness and public perception, and
- d) conduct a review, as least once annually, of the impartiality of the evaluation, certification and decision making processes of WOODCERT.
- e) Approve the conflict of interest analysis and the mitigation measures described in **Annexure 3 of ISO 17065 Manual-WCPL**. Other tasks or duties may be assigned to the committee provided these additional tasks or duties do not compromise its essential role of ensuring impartiality. The impartiality committee shall not be involved in development of operational processes of WOODCERT.

The composition, terms of reference, duties, authorities, competence of members and responsibilities of this committee are formally documented and authorized by the top management of WOODCERT

This committee meets regularly, at least once a year, and a complete record of the proceedings of this committee shall be maintained.

A.5.2.3 WOODCERT ensures that

- a) The Impartiality committee constituted for safeguarding impartiality is separate from the management of WOODCERT's B operations and is established at the highest level within the organization, independent of its day-to-day operations. Refer figure 1 of this document.
- b) In the composition of the committee, participation of key interested parties is ensured, with a representation of a balance of interests such that no single interest predominates refer **WI- 01 Impartiality Committee**. Internal or external personnel of WOODCERT are considered to be a single interest, and shall not predominate.
- c) Its chairman shall be a person independent from and external to WOODCERT.

A.5.2.5 Impartiality Committee meetings may be observed by the Accreditation Body’s Assessment Teams as part of the WOODCERT’s accreditation process.

A.5.2.6 Although every interest cannot be represented in the mechanism, WOODCERT has identified and invited significantly interested parties refer **WI- 01 Impartiality Committee**. Such interests include:

- a) Clients of WOODCERT
- b) Customer of clients
- c) Manufacturer
- d) Suppliers
- e) Users
- f) Conformity assessment experts
- g) representatives of industry trade associations
- h) Representatives of governmental regulatory bodies or other governmental services;
- i) Representative of non-governmental organizations (including consumer organizations).

11. Resource requirements

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(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “ Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

A.6.1 Certification body personnel In addition to the generic requirement as specified in clause 6 of ISO 17065:2012, the Lead Safe Paint Certification Scheme requirements as specified in this document shall be complied by WOODCERT.

A.6.1.1 General

A.6.1.1.1 WOODCERT has, as part of its own organization, personnel having sufficient competence for managing the VCSLSP that it operates.

A.6.1.1.1.1 While determining sufficiency of resources WOODCERT has considered the requirements with respect to technical personnel competent for the development and establishment of WOODCERT’s internal systems in accordance with the VCSLSP requirements and for other operational functions like application review, Evaluation (all stages like initial, final, surveillance, etc), review and decision making. The same have been defined under **PCP-03 Procedure for Management of Competence, Annexure 2 of ISO 17065 Manual-WCPL and FT-04 Competency Matrix.**

A.6.1.1.2 WOODCERT employs, or shall have access to, a sufficient number of evaluators, including evaluation team leaders, and technical experts to cover all of its activities with respect to VCSLSP and to handle the volume of evaluation work performed.

A.6.1.1.3 WOODCERT determines competency requirements (knowledge and skills required for different functions defined in **FT-04 Competency Matrix**) and describes the mechanism/predefined routes in terms of education, qualification, experience, knowledge and skills, training, etc. These cover management as well as certification process related functions. These include the following:

- a) Development and establishment of WOODCERT’s internal systems in accordance with the Lead Free Paint certification scheme requirements.
- b) Management of the certification activities.
- c) Application review,
- d) Undertaking Evaluation (all stages like initial, surveillance, etc).These shall cover evaluators, team leaders and technical experts as well as evaluation teams as whole.
- e) Review and decision making.

A.6.1.1.4 The activities as listed at A.6.1.1.4 – a), b), c), and e) are essentially be carried out by WOODCERT’s internal resources. Internal resources include the following:

- a) Regular employees.
- b) Employed on long term (one year or more) contract on full time basis.
- c) Employed on long term contract (2 years or more) on part time basis.

Individuals assigned to perform certification functions as stated above need not necessarily each have all the required competencies, provided WOODCERT can demonstrate that it has the collective competence to perform those functions and that in individual cases an individual or a group of individuals having the required competence has performed the individual function. For example, the certification decision maker may not have the required competence, but if the report has been reviewed by an independent technical expert the collective competence may be evident.

A.6.1.1.5 WOODCERT also have processes for evaluating to determine if the designed/ to be designated persons have the necessary competence as described and has been defined under **FT-05 Interview Record, FT-07 Appointment Letter and FT-08 Initial Competence Analysis & Training.** The evaluation mechanism that WOODCERT uses (as described in clause A.6.1.4.2 of this document) **FT-12 Performance Evaluation, FT-13 Auditor Evaluation & FT-14 Technical Expert Evaluation** depending upon the person and type of competence aspects to be evaluated and the basis on which it is stated to be acquired. Records as above show which personnel are designated as competent, the date of evaluation and the details of evidences based on which competence is adjudged.

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A.6.1.2 Competence of Management and Personnel

A.6.1.2.1 WOODCERT has processes that ensure that personnel have appropriate knowledge of product certification, Lead Safe Paint certification scheme requirements and any other related requirements like regulatory requirements, etc. as defined in **PCP-03 Procedure for Management of Competence, Annexure 2 of ISO 17065 Manual-WCPL**

A.6.1.2.2 The functions described cover at least those listed in clause A.6.1.1.3 of this document.

A.6.1.2.3 WOODCERT has access to the necessary technical expertise for advice on matters directly relating to VCSLSP. Such advice may be provided externally or by WOODCERT's personnel. The same is identified in **FT-11 List of Auditor and Staff**.

A.6.1.3 Competence requirements for Personnel Involved in Certification activities

A.6.1.3.1 Application Review function - The personnel performing the application review is qualified for their understanding of the LSP certification criteria and the certification scheme and process requirements, sufficient for carrying out the application review function effectively in accordance with the certification process requirements. The application reviewer is qualified on the basis of demonstrated competence to carry out the review function say based on experience of having performed at least three technical reviews under the LSP certification scheme. The same has been identified under **FT-04 Competency Matrix**.

A.6.1.3.2 Technical Review function – The technical review consists of an independent and structured assessment to verify if all the Lead Safe Paint certification scheme related requirements have been fulfilled. It fulfils the following requirements:

- a) The technical review function is independent of audit and evaluation functions.
- b) The personnel (or group of personnel) performing the certification decision are qualified for their understanding of the certification criteria, certification scheme and certification process requirements and their ability to correctly grant or expand the scope of certification on the basis that the evaluation activities, information and results are a demonstration of fulfilment of requirements of the certification criteria in accordance with the certification scheme.
- c) For the purpose of initial evaluation the technical reviewer(s) or certification panel has at least one person who has experience of Paint industry, chemical process industry or related as gained through one year of work experience.
- d) Technical reviewer is qualified on the basis of demonstrated competence to carry out the review function say based on experience of having performed at least three technical reviews under the LSP certification scheme. The same has been identified under **FT-04 Competency Matrix**.

A.6.1.3.3 Decision making – This function involves decision on granting, maintaining, renewing, extending, reducing, suspending or withdrawing certification and essentially is an authoritative function refer **WI-02 Certification Panel**. The decision making functionaries fulfil the following requirements:

- a) The person(s) or committee, who take(s) the decision on granting certification under the LSP certification scheme shall be duly authorised by WOODCERT for the task and have a level of knowledge and experience sufficient to evaluate the information obtained from the evaluation process and the review.
- b) The technical review and the decision may be completed concurrently by the same person(s) or committee, and they fulfil the necessary requirements as specified in clause A.6.1.3.3 above. In case of a committee, it meets the combined competence requirement of technical reviewer and decision maker refer **WI-02 Certification Panel**.
- c) Impartiality and absence of conflict of interest is ensured before entrusting the task of certification decision making **FT-09 Personnel Agreement & FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others**. The same has been identified under **FT-04 Competency Matrix**.

A.6.1.3.4 Competence of evaluators - The evaluators used by WOODCERT to carry out the evaluation of the Lead Safe Paint manufacturer against the Lead Safe Paint certification criteria and the certification process shall have the following qualifications:

- a) Education – Minimum Bachelor's Degree in chemical engineering, chemistry or allied subjects. Degree in paint technology is preferred.

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b) Work Experience – The evaluator shall have at least 4 years of full time equivalent post qualification experience in any industry. Of the 4 years' work experience, at least two years' experience shall be in chemical process industry, paint industry or equivalent.

c) Technical training – Other than persons who have worked in paint industry, all other prospective evaluators as part of their qualification process shall undergo training with respect to paint industry processes, by acting as observers during at least three evaluations under the Lead Safe Paint certification process.

The evaluation team shall necessarily have an evaluator who has been qualified on the basis of experience in paint industry. The experience shall be in Experience in core technical processes of the industry like QA/QC or Production & Process Control.

d) Audit experience – Training and Experience in auditing.

The same has been identified under **FT-04 Competency Matrix**.

A.6.1.3.5 Selection of audit team - The evaluation team may consist of one or more members. WOODCERT ensures the competence of the evaluation team as stated below:

a) As part of evaluation team WOODCERT may use auditors who do not have the requisite qualifications as prescribed above provided they are supported by technical experts (TEs) who meet the qualifications at A.6.1.3.4 a) and b) above. The time spent by the TE on an audit shall be in addition to the audit time as prescribed under the 'Certification Process' which WOODCERT is expected to spend.

b) In case of an evaluation team, one of the evaluators shall be designated as team leader based.

A.6.1.4 Management of personnel involved in the certification process

A.6.1.4.1 WOODCERT has a defined and documented processes for recruitment selecting, training, formally authorizing personnel for functions like application review, evaluation and technical review/decision making functions refer **PCP-03 Procedure for Management of Competence**. Where applicable the initial competence evaluation includes a demonstration of applicable personal attributes and the ability to apply required knowledge and skills during actual performance of the activity, as determined by a competent evaluator observing the conduct of the activity or through review of records, as relevant and applicable as referred in **FT-13 Auditor Evaluation**.

A.6.1.4.2 WOODCERT has a documented procedure for carrying out initial competence evaluation leading to the formal authorization of personnel for specific functions in the certification process. The evaluation process may include a combination of methods like review of records, feedback, interviews, observations (of persons performing the task) and examinations. Depending upon the role and functions in the certification process the appropriate combination of methods shall be chosen as referred under **FT-08 Initial Competence Analysis & Training, FT-12 Performance Evaluation, & FT-14 Technical Expert Evaluation**.

A.6.1.4.3 In respect of evaluation personnel, WOODCERT has a process to achieve and demonstrate effective evaluations, including the use of evaluators and evaluation team leaders possessing generic auditing skills and knowledge, as well as skills and knowledge appropriate for evaluating in specific technical areas. **FT-13 Auditor Evaluation & FT-34 Feedback Form**.

A.6.1.4.4 WOODCERT ensures that evaluators (and, where needed, technical experts) are knowledgeable of its audit processes, certification requirements (including LS Paint Certification Scheme requirements) and other relevant requirements. WOODCERT ensures that the evaluators and technical experts have an access to an up-to-date set of documented procedures giving instructions for conducting evaluations and all relevant information on the certification activities.

A.6.1.4.5 WOODCERT uses evaluators and technical experts, only for those certification activities where they have demonstrated competence, refer **PCP-03 Procedure for Management of Competence**.

A.6.1.4.6 WOODCERT identifies training needs and offer or provide access to specific training to ensure its evaluators, technical experts and other personnel involved in certification activities are competent for the functions they perform refer to

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FT-08 Initial Competence Analysis & Training. WOODCERT has a process to achieve and demonstrate effective evaluation of the training process.

A.6.1.4.7 WOODCERT ensures the satisfactory performance of all personnel involved in the evaluation and certification activities. There shall be documented procedures and criteria for monitoring and measurement of the performance of all persons involved, based on the frequency of their usage and the level of risk linked to their activities. In particular, the certification body shall review the competence of its personnel in the light of their performance in order to identify training needs. **FT-08 Initial Competence Analysis & Training, FT-12 Performance Evaluation, FT-13 Auditor Evaluation & FT-14 Technical Expert Evaluation.**

A.6.1.4.8 The documented monitoring procedures for evaluators includes a combination of on-site observation, review of evaluation reports and feedback from clients or from the market refer **FT-13 Auditor Evaluation and FT-34 Feedback Form.**

A.6.1.4.9 WOODCERT periodically observe the performance of each evaluator on-site. The frequency of on-site observations shall be based on need determined from all monitoring information available, but should not be greater than once a year refer clause 4.5. **Monitoring Performance of PCP-03 Procedure for Management of Competence.**

A.6.1.4.10 The certification body shall make clear to each person concerned their duties, responsibilities and authorities by issuing them **FT-07 Appointment Letter, FT-09 Personnel Agreement & FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others .**

A.6.1.4.11 The personnel records also include up-to-date information about their affiliations and any relevant consultancy that may have been provided, which may be considered as potential source of conflict of interest, while assigning evaluation and other jobs to them. This is most relevant in respect of the external resources refer **FT-09 Personnel Agreement & FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others, FT-15 Updated Personnel Profile.**

A.6.1.5 Use of individual external evaluators and external technical experts

A.6.1.5.1 The external evaluators and external technical experts, used by WOODCERT have the same competence and qualification process as for internal personnel.

A.6.1.5.2 WOODCERT requires external auditors and external technical experts to have a written agreement by which they commit themselves to comply with applicable policies and procedures as defined by WOODCERT refer **FT-09 Personnel Agreement.** The agreement addresses aspects relating to confidentiality and to independence from commercial and other interests, and requires the external auditors and external technical experts to notify WOODCERT of any existing or prior association with any organization they may be assigned to audit **FT-09 Personnel Agreement & FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others.**

NOTE Use of individual auditors and technical experts under such agreements does not constitute outsourcing as described under A.6.2.

A.6.1.5.3 The contract requires the personnel to proactively declare about affiliations (personal and professional) and other jobs/associations like consultancy, etc., which may have potential for presenting conflict of interest. It includes information about any other association that the individual feels has the potential for threat to impartiality.

12. Outsourcing/ subcontracting

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document “ Requirements for certification Bodies”) The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word “A” for the purpose of indicating that these are additional.

A.6.2 Outsourcing/subcontracting

This clause Corresponds to the requirements specified in clause 6.2.2 of ISO 17065:2012.

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A.6.2.1 WOODCERT operating the LS Paint Certification Scheme shall not outsource any activity other than testing. Sending of samples to the WOODCERT's own laboratory shall also be considered as sub-contracting.

A.6.2.2 Test Laboratory

A.6.2.2.1 WOODCERT tests all samples of LS Paint drawn for independent evaluation, in a laboratory accredited to ISO 17025 by NABL with relevant scope of accreditation, for ascertaining conformance to the certification criteria.

A.6.2.2.2 WOODCERT maintains a directory of laboratories to which it intends to sub-contract. It shall have a formal contract with the sub-contracted laboratories for provision of competent services and also for ensuring aspects like impartiality and confidentiality as relevant.

A.6.2.2.3 If WOODCERT uses its in-house laboratory (part of the same legal entity), it ensure that there exists an adequate separation, in terms of organization structure and reporting and defined responsibilities. It shall also ensure through above means and policies and procedures, that there is no possibility of compromising the independence of the lab personnel by bringing undue pressure over them.

A.6.2.2.4 The certification criteria against which the product is to be tested is clearly mentioned and communicated to the testing laboratory. The sample(s) is so dispatched that they do not get damaged and or contaminated, undergo deterioration, and the product integrity is maintained. WOODCERT has a documented procedure for drawal of samples and their subsequent handling and dispatch to the laboratories. *The procedure includes aspects like receipt of test reports and their evaluation.* In this respect, reference is drawn from the requirements specified in clauses **2.3.3 of this document**.

A.6.2.2.5 Since one year period is already over, hence this clause is not applicable anymore, "During the initial stages of the launch of the LSP Certification scheme, say for one year, till such time that sufficient accredited laboratories are available having relevant scope under its scope accreditation, the certification body may use laboratories which are internally evaluated through use of competent personnel, against the requirements of ISO 17025 for testing as per the test methods prescribed in the document "Certification Criteria". Certification body shall maintain appropriate records for demonstrating compliance to the requirement."

13. Process Requirements

(For the purpose of clarity and to facilitate better understanding the clause numbers for this section are aligned with VCSLSP document "Requirements for certification Bodies") The clause numbers in this document are aligned to the main clause numbers of ISO/IEC 17065:2012 for the purpose of ease of usage. These are also prefixed with the word "A" for the purpose of indicating that these are additional.

A.7 Process Requirements

A.7.1 WOODCERT has established appropriate operational systems (internal processes and procedures) for carrying out certification activities as per the requirements specified in the document "Lead Safe Paint Certification Process" of the Scheme which are defined through this document and the generic certification process requirements as stated in respective standards – clause 7 of ISO 17065:2012 are defined under **ISO 17065 Manual-WCPL and related PCP's, PD's, WI's, Formats and other explanatory documents**.

A.7.2 WOODCERT has developed and documented the requirements of ISO -17065 as well as of the scheme and uses the same as applicable for providing additional guidance documents as required and considered as essential for uniform application of the certification criteria and certification/scheme requirements by its personnel and for the purpose of knowledge sharing as relevant to their responsibilities. Some of the documents are also available on its website for general use in public domain.

14. Management system requirements

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A.8 Management system requirements

A.8.1 Options

A.8.1.1 General

WOODCERT has chosen Option A to – establish and maintain management system that is capable of achieving the consistent fulfilment of:

- a) the requirements of ISO/IEC 17065:2012,
- b) additional requirements specified in this document, and
- c) the requirements pertaining to the “Voluntary Certification Scheme for Lead Safe Paint”, specified in the relevant Certification Process documents.

A.8.1.2 Options A's additional management system elements as given vide clauses A.8.2 to A.8.8 of this document and are addressed by WOODCERT to support the implementation

A.8.2 General management system documentation (Option A)

A.8.2.1 WOODCERT has established, documented and maintains policies and objectives to ensure the fulfilment of requirements specified in ISO 17065- through **ISO 17065 Manual – WCPL** and its supporting documents, the additional criteria/requirements as specified in this document and the Paint Safe certification scheme documents, like certification process, etc. comply with the implementation of the VCSLSP scheme specific requirements.

A.8.2.2 WOODCERT has established, documented, implemented and maintains its processes and procedures for ensuring fulfilment of requirements specified in ISO/IEC 17065:2012 through **ISO 17065 Manual – WCPL** and its supporting documents, the additional criteria/requirements as specified in this document and the VCSLSP related documents like the Certification Process and the Certification Criteria are complied with through **PCP-24 VCSLSP**. This documentation covers both management system aspects and technical competence aspects with appropriate linkages and with clear description of the structure of the documentation established by WOODCERT.

A.8.2.3 WOODCERTS's system for access to documents, and information by its internal personnel, shall also be extended to the external persons involved in its certification activities, as relevant to their responsibilities.

A.8.3 Control of documents (Option A)

A.8.3.1 All the requirements as specified in clause 8.3 of ISO 17065 defined under 8.3 of **ISO 17065 Manual- WCPL, PCP-01 Procedure for Control of Document & FT-01 Master List of Documents** applies to the VCSLSP relevant documents established by WOODCERT as well as relevant external origin documents.

A.8.4 Control of records (Option A)

A.8.4.1 WOODCERT's system for control of records as defined under 8.3 of **ISO 17065 Manual- WCPL, PCP-02 Procedure for Control of Record & FT-03 Master List of Records** includes records related to fulfilment of the additional criteria/requirements as specified in this document and other VCSLSP related documents.

A.8.5 Management review (Option A)

A.8.5.1 General A.8.5.1 The review by WOODCERTS's top management includes review of its management system in order to ensure its continuing suitability, adequacy and effectiveness, including the stated policies and objectives related to the fulfilment of the additional criteria/requirements as specified in this document and other LSP scheme related documents. The procedure for the same has been defined under **PCP-05 Procedure for Management Review**.

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A.8.5.2 The frequency of management reviews has been determined by WOODCERT as Bi-annually at an interval of six months. This is based on the initial assumption of “frequent than norm MRM shall result in enhancing the robustness of the management system of WOODCERT, going forward reference shall be drawn from internal audits and previous reviews and reports from an accreditation body and feedbacks from regulators, if any. However it shall not be less than once a year and should generally be timed following the internal audit. Reference should be drawn from **PCP-05 Procedure for Management Review**.

A.8.5.3 An agenda for management review meeting listing all the items stated vide clause 8.5.2 a) to h) of ISO/IEC 17065:2012, alone are not considered as review inputs and is defined under **clause 4.2 of PCP-05 Procedure for Management Review**. It provides adequate information to enable an appropriate review and generation of output in line with the requirements.

A.8.5.3 The outcome of a management review should include the setting up of measurable quality objectives for the coming period and proposed improvements to WOODCERT’s management system and its processes for ensuring fulfilment of all the relevant requirements (see A.8.5.1) and has been defined under clause 4.3 of **PCP-05 Procedure for Management Review**.

A.8.6 Internal audits (Option A)

A.8.6.1 The objectives of the internal audit is inclusive of verification of fulfilment of requirements of the additional criteria/requirements as specified in this document and the LSP Certification Scheme specific requirements. The same has been defined under **PCP-06 Procedure for Internal Audit**.

A.8.6.2 The audit program covers all the elements of ISO/IEC 17065:2012, the additional criteria/requirements as specified in this document and the LSP Certification scheme specific requirements and the same has been defined under **PCP-06 Procedure for Internal Audit**.

A.8.6.4 The internal audit is conducted by personnel knowledgeable in certification, auditing and the requirements of ISO 17065, the additional criteria/requirements as specified in this document and the LSP Certification scheme specific requirements has been defined under **clause 4.2 of PCP-06 Procedure for Internal Audit**.

A.8.6.5 The internal audit report shall clearly report both the compliance (to the requirements specified vide clause A.8.6.1 above) aspects as well as the observed gaps (non-conformities) areas for improvement, along with the objective evidences to support the conclusions drawn and has been defined under **FT-18 Internal Audit Checklist & Report**.

A.8.7 Corrective actions (Option A)

A.8.7.1 WOODCERT’s documented procedure clearly identify the responsibilities for various steps in the non-conformity identification and corrective actions determining process. The same has been defined under **PCP-07 Procedure for control of non-conformances & PCP-08 Procedure for Corrective & Preventive Action**.

A.8.7.2 WOODCERT’s documented procedure clearly indicate the information sources which will enable it to identify the non-conformities and the procedure for their management. The information sources may not be limited to internal audit and complaints. This has been defined under **clause 4.3 of PCP-06 Procedure for Internal Audit**.

A.8.7.3 WOODCERT uses an appropriate technique for and analysing and determining the root cause as defined under **Annexure 4 of PCP-12 Procedure for Initial Audit**.

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ANNEXURE A

Framework for Internal Quality Assurance Plan

A.0 Introduction - This describes the essential components of Internal Quality Assurance Plan that a paint manufacturer is required to develop for ensuring control over the process and the product at various stages of production from raw material to finished product for ensuring the consistent production of Paint products meeting the specified certification criteria.

A.1 Components of an IQAP - An IQAP shall be prepared for every product category and it shall have the following components. In case for different shades within a category there are changes in raw materials and in-process and finished product control aspects, then these may be covered in the same IQAP, clearly bringing out the differences.

- a) Definition of Batch;
- b) Inspection and testing plan for incoming materials – raw materials, resins, pigments, additives, binders, extenders, etc.;
- c) Process control plans and Inspection and testing plan for in-process products;
- d) Inspection and testing plan for finished products;
- e) Details of availability of internal/external testing facilities at disposal of the Paint manufacturer;
- f) Finished Product release system;
- g) Maintenance of records;
- h) Handling of non-conforming products including rejection – raw material, in process and finished products.

A.2 Guidance on development of IQAP

A.2.1 At the very outset the Lead Safe Paint manufacturer shall be based on its production processes define the Batch as is applicable to their processing facility for every category of paint manufactured.

A.2.1.1 Batch – For the purpose of this Internal Quality Assurance Plan for Lead Safe Paint categories, a batch (or lot) is a defined *quantity of raw material or product processed in a single finishing process, so that it is expected to be homogeneous*. However, based on the type of manufacturing process applied, a final batch of paint may be prepared from mixing of sub lots of some intermediate stage material. If in such cases as per the Internal Quality Assurance Plan of the paint manufacturing unit the previous stage materials has been tested and established as having lead limit within 90 PPM and there is no addition of any fresh material, then the definition of batch shall change to that extent for the purpose of final testing to establish that the product coming in the market has Lead content less than 90 PPM. In continuous manufacture, the batch must correspond to a defined fraction of the production, characterized by its intended homogeneity with respect to Lead content. The batch size can be defined either as a fixed quantity or as the amount produced in a fixed time interval.

A.2.1 The IQAP shall be documented to define the **controls over the incoming material, in-process controls and the final paint product** ready for dispatch. The description of controls shall include the step at which controls to be exercised, including the stages at which tests are required to be performed for Lead content to ensure conformity of the end product (Lead Safe Paint), the frequency at which to be tested, the responsible functionary who would be responsible for undertaking the same and the records on which the observed values of controls exercised would be recorded. It may be in Tabular form or in in the form of process flow or any other as relevant.

A.2.2 Raw Materials - Every consignment of all raw materials in accordance with the requirements specified in clause 3.3.1 of the Certification Criteria document shall be subjected to verification as per the requirements specified in clause 3.3.3 of the Certification Criteria document. Testing of the raw material samples as per the requirement shall be got tested from an NABL accredited laboratory (see clause A.3) and based on its analysis results its compliance to the Lead content requirements shall be assessed and relevant consignment shall be appropriately labelled and segregated for use in production of Lead Safe paint production.

A.2.2.1 In case the Lead Safe Paint manufacturer also manufactures Paints using lead based pigments in the same premises then, through availability of **segregated area for storage as well as handling** throughout the manufacturing chain to prevent any chances of cross contamination shall be ensured. The Lead Safe paint manufacturer shall also establish and maintain appropriate records to show **traceability from raw material to end product stage**.

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A.2.2.2 In cases where the paint manufacturer **himself may be manufacturing some of the raw material** like resins, then all the systems and controls exercised by the paint manufacturer for ensuring that the resin has **lead limit within the described** limit shall be part of the IQAP developed by the Lead Safe Paint manufacturer.

A.2.2.3 When consignments are accompanied by a **suppliers Test certificate**, clearly indicating the results for Lead content as tested in an **NABL accredited lab** (test report bearing NABL symbol) the same maybe accepted as means of establishing conformance, and in such cases the manufacturing organization shall **test samples from every 5th/10th consignment**, depending on past performance of the supplier. However if sample fails on independent testing then sample from every consignment shall be tested till confidence is assured. The **system for verification of raw material and traceability** through the manufacturing chain, for ensuring end product lead content in accordance with certification criteria shall form part of the IQAP established by the paint manufacturer.

A.2.3 In-process controls – In-process controls shall ensure **traceability system** that enables the identification of end product lots and their relation to batches of raw materials and intermediate stage materials, processing and delivery records. The traceability system shall be able to identify incoming material from the immediate suppliers and the initial distribution route up to the end product. Traceability records shall be maintained for a defined period for system (These records shall be maintained at least for a period of two certification cycles) to enable establishment of trail, in the event of complaints or identification of substandard product, etc., and in the event of product withdrawal. Records maintained shall also be able to establish relationship between the raw material purchased and the quantity of lead free paint manufactured.

A.2.3.1 Process control plans shall include system for controls to be exercised while manufacturing Lead Safe and other paints using the same manufacturing facilities/machineries including the system for change over, cleaning of machinery and related facilities, for the purpose of **preventing cross contamination** and keeping of appropriate records.

A.2.4 Finished product - Every batch of finished product produced under Lead Safe Paint Certification scheme shall be **tested for Lead content in NABL accredited laboratory** (see clause A.3). Based on the test report received, the certification body shall carry out a review of the same to assess compliance to the certification criteria. In case through the IQAP documented by the paint manufacturer it can be established that through system for raw material/intermediate control and appropriate system for traceability, the end product batch is likely to conform to the Lead content requirement, then a lesser frequency of end product testing may be acceptable provided evidences in terms of appropriate records are maintained and available in this respect. However, **minimum frequency of one five batches for every product category** certified shall be maintained.

A.2.4.1 In case the paint manufacturer has and uses his **own laboratory for testing of Lead content** requirement then following shall be ensured.

- a. The test method used shall confirm to the requirements as specified in the document “Certification Criteria”.
- b. The paint manufacturers laboratory shall be accredited or have implemented ISO 17025 in respect of clauses pertaining to technical competence aspects – competence of testing personnel, test facilities, use of validated test methods, traceability/calibration of equipment, sampling, sample handling, Internal quality assurance aspects, etc. The laboratory’s competence for carrying out testing of Lead content as per the methods prescribed in the document “Certification Criteria” shall be evaluated and confirmed by the certification body’s evaluation team.
- c. In case of break down in in-house testing facilities on temporary / permanent basis the paint manufacturer shall make use of external accredited laboratory for fulfilling the testing requirements as specified in IQAP.

A.3 Other essential components of all IQAPs

A3.1 The manufacturer shall identify and have **arrangement with NABL accredited laboratory(s)** having test for **Lead content in paint in their accreditation scope**, for the purpose of testing of raw material and finished products for Lead content in accordance with the frequency prescribe in IQAP.

A.3.2 All products found **conforming** to the Lead content requirement as specified in the certification criteria shall be **legibly marked** with the specific **Certification mark** awarded to them.

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A.3.3 The manufacturer shall apply the Certification Mark and **dispatch only after the completion of satisfactory testing, conformity and formal release**. Finished products shall be held in quarantine until their final release, after which they should be stored as usable stock under conditions established by the manufacturer.

A.3.4 Non-Conforming Products - As and when a Batch of finished Product is reported nonconforming with respect to Lead content requirement, the Batch shall not be dispatched. The manufacturer shall immediately investigate the reasons for contamination and nonconformity, undertakes a root cause analysis, do a correction, initiate corrective actions. The manufacturer may reprocess the material including blending or rejected.

A.3.4.1 The **previous Batches made from the same consignment of raw materials**, if available in stock shall be released into the market only after **re-inspection and tested**, confirming compliance to specified requirements.

A.3.5 Non-conforming Raw Material – Such raw material as those used in manufacture of Lead Safe paints and found to have Lead content higher than the specified requirements should be **clearly marked as such and stored separately in restricted areas**. They should either be returned to the suppliers or used for other non-Lead Safe paints being manufactured by the paint manufacturer. Whatever action is taken should be approved by authorized personnel and recorded. A separate record providing the detailed information regarding the raw materials found unfit for Lead Safe paint production and mode of its **disposal/segregation** shall be maintained. Such material shall in no case be stored together with that conforming to the certification criteria and meant for use in Lead Safe paint.

A.3.6 Records – Records pertaining to raw material purchase, raw material verification/testing, raw material identification and storage, product traceability (vis.-a-vis. raw material) as per the requirements specified in clause 4.3 of the Certification Criteria as well as records pertaining to production of Lead Safe paints, all traceability records to establish lead content in finished products as well as test reports in cases of testing of Lead content in raw material, intermediate products and finished product, complaint redressal and all other records as necessary for showing evidence of compliance with the certification Criteria shall be maintained by the certified paint manufacturer. WOODCERT may provide the certified paint manufacturer with the format for maintenance of the above records, if found necessary.

A.3.6.1 These records shall be maintained at least for a **period of two certification cycles**.

A.3.7 Samples - The manufacturer shall permit the drawal and collection of samples from its facility for independent evaluation of the product quality by WOODCERT. No fee shall be levied by WOODCERT for the same.

A.3.8 Replacement - Whenever a complaint is received soon after the paints with Lead Safe Certification Mark have been purchased and used, and if there is adequate evidence that the goods have not been misused, defective goods shall be replaced free of cost by the certified paint manufacturer, in case the complaint is proved to be genuine. The final authority to judge conformity of the product to the Certification criteria shall be with WOODCERT. The manufacturer's complaint redressal system shall have adequate provision like the above.

A.3.8.1 In the event of any such failure of the product bearing the Certification mark in Lead content, or any claim being filed by the consumer against certified product not "conforming to" the Certification Criteria, entire **liability** arising out of such non-conforming products shall be **of the certified paint manufacturer** and WOODCERT/accreditation body shall not in any way be responsible in such cases.

A.3.9 Labelling - The finished Lead Safe paint products shall be marked legibly on the label of the primary package the following:

- a) Name of the Paint Product;
- b) List of raw material used;
- c) Batch number assigned by the manufacturer;
- d) The name and address of the manufacturer;
- e) Any others as required by the Packaged Commodities Act;

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f) The paint certified under this certification scheme shall clearly be labelled as “Lead Safe Paint” followed by the words “Lead Limit below 90 PPM” and shall also bear the certification mark as approved under the scheme. Any additional information on label that adds value and appraises customer of the nature of paint may be given provided it is not inaccurate or misleading.

g) The appropriate Lead Safe Paint Certification Mark;

h) Customer care number or Helpline or Consumer complaint number.

A.3.10 Suspension - The manufacturing unit shall suspend the certification voluntarily under intimation to the WOODCERT, if, at any time, there is some difficulty in maintaining the conformity of the paint product to the requirements specified in the Certification Criteria or those specified in IQAP. The suspension may be revoked as soon as the deficiencies are removed under intimation to WOODCERT. The use of Certification Mark on the product shall be stopped during the self-imposed suspension period.

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ANNEXURE B

A.4.1.2 Scheme Specific Certification agreement

(The clause number of this section are aligned to the clause numbers of VCSLSP Document "Requirements for certification bodies" for the purpose of ease of usage)

- A.4.1.2.1** a) As agreed herewith the client shall always fulfil the certification requirements including product requirement as specified in the document "Certification Criteria - Voluntary Certification Scheme for Lead Safe Paints" (herein after called as "Certification criteria LSP Scheme"), the certification process described in the document "Certification Criteria - Voluntary Certification Scheme for Lead Safe Paints" (herein after called as "Certification process, LSP Scheme") and the requirements specified in this document, as applicable and the changes in them as communicated by the certification body, time to time;
- b) The certified Lead Safe Paint (LSP) Manufacturer and its processes always fulfils the certification requirements;
- c) The liability on account of non-conforming processes shall rest with the certified LSP manufacturer;
- d) The client makes all necessary arrangements for the conduct of the initial and recertification onsite evaluation, onsite surveillance valuations (announced and unannounced), onsite special/short notice evaluations for the purpose of complaints investigation, etc. It shall also include provision for examining documentation and records, and access to the relevant equipment and facilities, products, location(s), area(s), personnel, and client's subcontractors;
- e) The client shall makes claims regarding certification only in respect of the location and the scope for which certification has been granted;
- f) The client shall endeavor to ensure that no certificate or report nor any part thereof is used in a misleading manner;
- g) The client shall keep a record of all complaints made known to the client relating to the compliance with certification requirement and to make these records available to the certification body for its verification. Information regarding any valid complaint in respect of quality of certified Lead Safe Paint shall be provided to the certification body, as and when received. The client shall also agree to take appropriate action with respect to such complaints and any deficiencies found in products/process in accordance with the requirements of the LSP Scheme;
- h) The client shall inform WOODCERT, without delay, of matters that may affect its ability to conform to the certification requirements. These shall include changes in:
- i. The legal, commercial, organizational status or ownership,
 - ii. Organization and management (e.g. key managerial, decision-making or technical staff),
 - iii. Contact address and production sites/premises,
 - iv. Modifications to the major raw materials with potential to affect the Lead content in paints; manufacturing processes or the production methods and in the internal control measures which are significant in nature.
 - v. Any other information indicating that the paint may no longer comply with the requirements of the LSP certification criteria and the LSP certification scheme.

A.4.1.2.2 Records kept by the client in respect of the complaints received and their resolution shall be verified by WOODCERT during the surveillance visits to the client's premises.

A.4.1.2.3 The client shall agree for re-audit/evaluation by the WOODCERT as per the requirement of the certification scheme, in the event of changes significantly affecting its capability to comply with the requirements of the certification scheme.

A.4.1.2.4 The client shall also agree for re-evaluation by WOODCERT, in the event of changes in the LSP Certification criteria.

A.4.1.2.5 In addition to the requirements as specified above the requirements specified vide clauses A.4.1.3 and A.4.5 shall also be part of the agreement with the client.

A.4.1.3 Use of certificates and marks of conformity

A.4.1.3.1 the following requirements are additional to those stated in clause 4.1.3 of ISO 7065:2012.

A.4.1.3.2 The client shall ensure that the Certification mark is affixed only to paints (specific shade, category/brand as per the scope of certification) covered under the scope of the certificate. It shall also ensure that the size, colour of the Certification

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mark is as prescribed by the Lead Safe Paint Scheme. The client agrees not to use accreditation mark on certified Lead Safe paints.

A.4.1.3.3 the client shall fully abide by the documented clear instructions defined in “**PD-04 Rules for use of VCSLSP Certification Mark**” and such rules shall be legally binding.

A.4.1.3.4 The applicant shall not apply the Certification mark on the paints produced by them prior to grant of certification.

A.4.1.3.5 The client shall ensure that it does not use LS paint certification marks in a way that may be likely to confuse or mislead the market. In case, as per the requirements of the Lead Safe Paint certification scheme, the certified client is allowed to include few shades in a category / brand in the scope of certification, then it shall ensure that the advertisement and other claims made does not create an incorrect impression regarding the certification status of the shades not covered under the scope of certification. In such cases, while advertising or claiming certification status the client shall ensure that the recipients are aware that only some shades under the brand are certified under the Lead Safe Paint certification scheme and that the recipient shall look for the mark on the container or the scope of certification, for information on the same.

A.4.1.3.6 WOODCERT have system to ensure a traceable link from its mark to the relevant certification requirements.

A.4.1.3.7 The client agrees to abide by the requirements of use of WOODCERT’s mark. The client shall refer to the procedure defined under “**PD-03 Rules for use of WOODCERT’s Mark Logo**” and shall comply with the same. The same shall be legally binding and WOODCERT is free to take punitive/legal action as deemed appropriate in case it observes misuse of its certification mark in contravention to its defined procedure.

A.4.5 Confidentiality

A.4.5.1 WOODCERT shall not disclose any, except for information that client makes publicly available about the client or individual to a third-party including accreditation board etc. without the written consent of the client or the individual concerned. If WOODCERT is required by law to release confidential information to a third party, the client or the individual concerned shall, unless regulated by law, be notified in advance of the information provided.

Information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) shall be treated as confidential.

WOODCERT have a Confidentiality Policy “**PD-05 Confidentiality Policy**”

A.4.5.2 Personnel, including any committee members, contractors, personnel of external bodies or individuals acting on WOODCERT’s behalf, shall keep confidential all information obtained or created during the performance of the WOODCERT’s activities. There is a mechanism of obtaining signed confidentiality agreements under **FT-09 Personnel Agreement & FT-10 Declaration regarding COI & Confidentiality – Committee Members & Others.**, for ensuring the same.

A.4.5.3 WOODCERT also has defined and use equipment and facilities that ensure the secure handling of confidential information (e.g. documents, records). The same is regulated through **PCP-01 Procedure for Control of Document & PCP-02 Procedure for Control of Record.**

A.4.5.4 When confidential information is made available to other bodies (e.g. accreditation body, agreement group of a peer assessment scheme), Woodcert informs its client of this action.

A.4.5.5 If information about the client obtained from sources other than the client (e.g. from the complainant or from regulators) through the evaluation process, if used for certification decision by WOODCERT, it is made known to the client.

A.4.5.6 In case of transfer of certificate or application, the new certification body may ask WOODCERT for information on the reasons for such movement or the performance of client with respect to certification requirements. In such cases WOODCERT is obliged to share this information within 10 days from the date of receipt of the request. Such information shall not be

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considered confidential and WOODCERT shall inform its clients of this requirement, in advance through "***FT-23 Certification Agreement***".

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ANNEXURE - C

AGREEMENT FOR USE OF CERTIFICATION MARK BETWEEN QCI AND THE CERTIFIED PAINT UNIT

AGREEMENT FOR USE OF CERTIFICATION MARK

_____ (Hereinafter referred to as applicant), situated at _____, has applied to M/s Quality Council of India, 2nd floor, Institution of Engineer's Building, 2, Bahadur Shah Safar Marg, New Delhi- 110002, India (Hereinafter referred to as QCI), for permission to use CERTIFICATION MARK under the Voluntary Certification Scheme for Lead Safe Paints (hereinafter referred to as the Scheme) for the products for which it has received certification from the Name of Certification Body..... approved by QCI under the Scheme jointly owned by the IPEN and QCI. This agreement is entered in connection with the permission to use the certification mark from IPEN - QCI under the following terms and conditions agreed upon:

1. GENERAL CONDITIONS.

- 1.1 The applicant agrees to comply at all times with the requirements of the scheme as applicable presently and amended from time to time.
- 1.2 The applicant agrees to use the CERTIFICATION MARK only on the products covered under certification granted to it and will continue to comply with the certification criteria
- 1.3 The applicant agrees that he would always fulfill the certification requirements as per the existing scheme and as modified from time to time and shall use the certification mark only during the validity period of the certificate.
- 1.4 The applicant agrees not to make use of the CERTIFICATION MARK or names of IPEN or QCI which would be misleading or unacceptable to IPEN or QCI.
- 1.5 The applicant agrees to make claims of certification only for those products which are specifically covered under certification.
- 1.6 The applicant agrees not to use the marks in such a manner that would bring IPEN or QCI or the Scheme into disrepute and / or lose public trust.
- 1.7 The applicant agrees to inform QCI in writing of any significant changes in the applicant's ownership or location for which the applicant has obtained the certification.
- 1.8 The applicant shall inform QCI, without delay, of matters that may affect its ability to conform to the certification requirements.
- 1.9 The applicant agrees to provide any information sought by QCI regarding operation of the scheme by the applicant.
- 1.10 The applicant agrees that its name, location and the scope of certification is included in the directory maintained and published by QCI and / or the IPEN.
- 1.11 The applicant agrees for the conduct of announced/unannounced assessments in order to verify the compliance of the applicant with reference to the use of the CERTIFICATION MARK as allotted to it and with respect to the complaints received by QCI about the applicant and to pay such charges as may be communicated by QCI.
- 1.12 The applicant agrees that while the certificate is under suspension, the dispatches of certified paint products to the market/customer would be withheld until the product in stock has been re-assessed for conformity to the criteria and its acceptance communicated by the certification body. In case of withdrawal, shall stop using the Certification Mark.
- 1.13 Upon suspension or withdrawal of its certification, the applicant shall discontinue use of all advertising material reference to the use of certification mark with immediate effect and submit a declaration to this effect to QCI.

2. OTHER REQUIREMENTS

- 2.1 This agreement is entered for a period of the validity of certification and shall be in force from the date of signing of this agreement.
- 2.2 All correspondence of QCI shall be in writing and shall be deemed to have been served/made when send by courier/registered post or facsimile or email to the address of the applicant as mentioned on the company information sheet or any change as subsequently communicated to QCI by the client in writing under QCI acknowledgement.
- 2.3 In case of any disputes /issues, the applicant agrees to go through the Appeal procedure under the Scheme and accepts its decision as final.
- 2.4 The applicant agrees to indemnify QCI in case of any loss or liability incurred by QCI in connection with the Scheme or misuse of mark(s) by the applicant.

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2.5 Disputes, if any, arising out of the terms and conditions of the agreement between QCI and the applicant, shall be governed by Laws of India and subject to the jurisdiction of competent courts located in Delhi.

2.6 The applicant shall nominate the Chief Executive or an authorized signatory for the agreement as the point of contact with QCI.

The applicant here by accepts and agrees with the above terms as documented in this agreement

1. Signature:

Name of the applicant :

Title :

Address :

Date :

2. Quality Council of India

QCI hereby accepts the above application and agrees to the terms thereof.

Authorized signatory :

Name :

Title :

Date :