Certification Requirements

CERTIFICATION DECISIONS

Soleir maintains the authority to grant certification. This activity is conducted in accordance with the Soleir impartiality program and the Soleir certification process to ensure the integrity and impartiality of management system certifications are maintained.

Accreditation Bodies do not certify products, services, and management systems. These bodies provide accreditation to Certification Bodies such as Soleir. Soleir does not certify products or services.

APPLYING/CERTIFIED ORGANIZATION

An organization demonstrating capability of compliance with these requirements is issued a certificate, which remains the property of Soleir.

Certificates are valid from the date of issue for a period of up to three years, after which they are renewed subject to the terms of these Requirements. If an organization does not intend to renew its certificate it must notify Soleir in writing of its intention at least 30 Days prior to the certificate expiration date or date of scheduled audit. Once certification has been withdrawn, the certificate of registration must be returned to Soleir.

A CERTIFIED ORGANIZATION SHALL:

Always ensure conformance with these requirements.

Use the Soleir logo in accordance with the conditions defined. Soleir reserves the right to recoup any costs involved in investigating/resolving proven cases of misuse of logos.

Maintain a management system including documented information (where applicable) in accordance with ISO 9001:2015 and AS9100:2016 as applicable and make available this documented information to Soleir.

Make all necessary arrangements for the conducting of audits, including allowing “Right of Access” to Soleir Audit Personnel, Accreditation Body Representatives, and Regulatory or Government bodies during normal working hours to the premises or sites in which work subject to certification is being carried out, for the purpose of examining materials, procedures, processes, methods of test, personnel, records and systems, investigating complaints, and to make provisions, where applicable, to accommodate the presence of observers (e.g. accreditation assessors or trainee auditors)

Certification Requirements

Make available, when requested, the records of all communications and action taken in relation to the requirements of the certificated standard and supporting other normative documents.

For the applicable normative document and certification scheme, Top Management shall demonstrate appropriate leadership and commitment to the management system.

Soleir authorizes each organization under its accredited certification system so long as the organization continues to operate in conformance with its certified management system to apply the ANAB accreditation symbol with Soleir's own symbol only on those organization documents that relate to the certified management system and not on a product or in any way that could imply product, process, or service certification.

Discontinue any use of the Soleir logo, which is unacceptable to Soleir and/or the accreditation body and any form of statement of reference to the authority of the company to be certified which in the opinion of Soleir or its Accreditation body might be misleading.

Upon the termination of the certificate (however determined), discontinue the use of the Soleir Logo and all advertising matter which contains the Soleir Logo or any reference. In addition, any other material, or documents in the possession of the organization which contains reference to the certificate shall, if requested, be removed. The certificate of registration shall be returned to Soleir.

Not use its certification in such a manner that would bring Soleir and/or certification system into disrepute and lose public trust.

Advise Soleir as soon as possible of any negative incidents, that relate to the activities within the scope of the services, particularly all incidents that have the potential for criminal or civil litigation.

Complete a full round of internal audits within each 12-month period.

The Organization shall not make misleading statements on marketing material including company websites with reference to the certification issued by Soleir.

Certification Requirements

AS9100:2016 Clients are required to appoint an OASIS Database Administrator, who shall maintain the following data in the database:

- organization name, address, and locations included on the certification (approval by Soleir is required prior to revising this data);
- the name(s) and e-mail address(es) of the organization's OASIS database administrator(s); and
- the organization's contact person, phone, fax, e-mail address, and website, as applicable.

The identified OASIS administrator is responsible for notifying Soleir of significant changes within the organization (e.g., changes related to address, ownership, key management, number of employees, scope of operations, customer contract requirements).

Organizations certified to an AQMS standard(s) are contractually required to provide copies of the audit report and associated documents/records to their customers and potential customers, upon request, unless justification can be provided (e.g., competitor confidentiality, conflict of interest). The organization may provide access to this data through the OASIS database or by providing the audit report directly to the customer.

ICOP certified organizations shall comply with the duties, responsibilities, and requirements of the ICOP scheme as defined in the 9104-series standards AQMS processes. Soleir instructs their clients of the following requirements:

AQMS certified organizations shall allow Soleir to provide Tier 1 data (i.e., information on the issued AQMS standard certificate - public domain) and Tier 2 data (e.g., information and results of audits, assessments, nonconformances, corrective action, scoring, and suspensions - private domain) to the OASIS database.

Organizations shall provide access to the Tier 2 data in the OASIS database to their aviation, space, and defense customers and authorities, upon request, unless justification can be provided (e.g., competition, confidentiality, conflict of interest).

If AQMS certified organizations lose their AQMS standard certification, they shall provide immediate notification to their aviation, space, and defense customers.

Organizations shall agree that ABs, OP assessors, customer representatives, and regulatory authorities may accompany Soleir audit for the purpose of oversight witness or the confirmation of the effectiveness of Soleir's audit process.

Certification Requirements

Failure of a certified organization to abide by these expectations shall be cause for withdrawal from the ICOP scheme and the OASIS database listings.

Soleir requires our clients to commit to continually fulfill the requirements for certification of its management system, and to changes in requirements for certification in accordance with the transition periods as duly announced by Soleir.

Soleir authorizes each organization under its accredited certification system only so long as the organization continues to operate in conformance with its certified management system to apply the ANAB accreditation symbol with Soleir's own symbol only on those organization documents that relate to the certified management system and not on a product or in any way that could imply product, process, or service certification.

NOTICE OF CHANGES BY A CERTIFIED CLIENT

Certified clients are required to inform us, without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the standard used for certification. These include, for example, changes relating to:

- the legal, commercial, organizational status or ownership;
- organization and management (e.g. key managerial, decision-making or technical staff);
- contact address and sites;
- scope of operations under the certified management system;
- major changes to the management system and processes.

CERTIFICATION FEES:

Soleir's fees are based on the size, complexity of operations, and geographical location of the client organization. A certification agreement detailing fees for Management System Certification is included in the client organization's agreement. Certification processes will not proceed without agreement to the terms of the contract.

Certification Requirements

The client organization will pay:

A Stage One audit fee to cover the application, document review and site audit as applicable.

A Stage Two audit fee to cover administration costs, the cost of the audit, and issue of a certificate of registration. Once the date of assessment has been agreed a penalty charge of 75% will be payable for late cancellation of the audit and 100% of audit related incurred costs with receipts provided (30 calendar days).

An annual certification fee to cover administration costs and the cost of routine surveillance audit(s). Once the date of surveillance has been agreed a penalty charge of 75% will be payable for late cancellation of the audit and 100% of audit related incurred costs with receipts provided (30 calendar days).

Any additional costs incurred by Soleir due to the certified organization's non-conformance with these requirements. Payment of all fees is required as per the requirement specified in the signed contract. Non-payment of fees shall result in suspension and withdrawal of certification.

If a client organization wishes to withdraw from their contract, no penalties will be applied, and no payments will be required subject to Soleir being notified in writing at least 31 days in advance of the planned audit or certificate expiration. Failure to advise Soleir results in a payment of 75% of the annual fee and 100% of all incurred audit related costs with receipts provided.

By signing the certification agreement, the client is agreeing to comply with Soleir's Certification Requirements and to accept all terms and conditions listed. The agreement is legally enforceable covering all sites within the scope of certification.

SOLEIR SHALL:

Provide a qualified auditor or audit team to the client organization as per the agreed contract and audit program. Soleir provides the name of each auditor on the audit plan submitted typically four weeks in advance of the audit. When requested, we can make available background information on each member of the audit team. If a client chooses to object to the appointment of any particular audit team member, Soleir will reconstitute the team in response to any valid objection. In the event of dissatisfaction with a Soleir auditor a client has the right to request a change and appeal the selection but must do so in writing explaining the reasons. These objections are reviewed by the Soleir Advisory Council for substantiated evidence of improper activity or contract violations.

Certification Requirements

Visits are scheduled at a minimum of once per year, but frequency depends on size and complexity of the organization. Multi-site organizations are audited as per the Soleir audit program located in the client information file. Audits enable Soleir to ensure and confirm that certification requirements continue to be met.

Notify the certificated organization of any changes in applicable guidance notes or certification standards and allow the organization sufficient time to adjust its processes and procedures to meet the revised requirements. Soleir verifies conformance to the new requirements. This includes the certification requirements.

Maintain details of our certificated clients. Details include organization name, location, related normative document, scope, certificate number. When requested, the information is provided. Certification can be validated by contacting Soleir at any time or initiated through our website.

Notify the certified organization of any valid complaints received.

Identify risks associated with providing impartial certification and implement actions to mitigate risks.

Make publicly available our policy on impartiality, complaints and appeals procedures, audit process, and information on the use of certification marks.

If a registered organization is temporarily unable to comply with the requirements of these Requirements, Soleir may require discontinuation of the use of the Soleir Logo, and/or any claim to be a registered company, with immediate effect until we are satisfied that the conditions of certification are again achieved or pending the result of any appeal.

If a registered organization fails to comply with these requirements, Soleir may suspend certification, revoke the certificate, reduce the scope of certification, refuse to grant, or renew the certificate or extend its scope. Such decisions, and the grounds for them, shall be communicated by Soleir in writing.

Soleir may, at its discretion, revoke or refuse to grant or renew a Certificate if the registered organization becomes subject to bankruptcy or makes any arrangements its creditors, or enters liquidation, or is convicted of an offense discrediting the registered organization’s reputation and good faith. Such decisions, and the grounds for them, shall be communicated to the registered organization in writing.

In the event of a registered organization wishing to appeal against any decision of Soleir under these Certification Requirements, shall, within 14 calendar days after having been officially informed of such a decision, give notice in writing to Soleir of its desire to appeal against that decision. A meeting of the Soleir Advisory Council shall be held within 30 calendar days of receipt of the appeal and the appellant shall be given at least 7 calendar days of notice of the time and place of such a meeting.

The appellant shall be informed of the constitution of the Advisory Council and be advised of their right to state objections to the constitution of the Council. Such objections shall be considered by Soleir for a decision to change the constitution of the Advisory Council. The decision of the President/CEO of Soleir shall remain in force pending any meeting of the Advisory Council. At such a meeting both the appellant is entitled to be heard in confidence. The decision of the Advisory Council shall be final.

If any dispute arises in connection with certification agreements, the parties will attempt to settle it by mediation. Unless otherwise agreed between the parties within 14 days of notice of the dispute, the mediator will be nominated by Soleir. To initiate mediation a party must give notice in writing to the other party[ies] to the dispute requesting mediation. A copy of the request should be sent to Soleir. Unless otherwise agreed, the mediation will start not later than 30 days after the date of the notice. No party may commence any court proceedings in relation to any dispute arising out of this agreement until it has attempted to settle the dispute by mediation and either the mediation has terminated, or the other party has failed to participate in the mediation, provided that the right to issue proceedings is not prejudiced by a delay.

All potential clients have access to the services of Soleir. No undue financial or other conditions are imposed, and services are available in a non-discriminatory manner.

Any notice under these Certification Requirements shall be in writing and signed by or on behalf of the party giving it and may be served by leaving it or sending it by registered post, in the case of Soleir or the registered organization, at or to its address for the time being (registered office where applicable). Any notice served by post shall (unless the contrary is proved) be deemed to have been served 48 hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this Requirement.

In the event of dissatisfaction with a Soleir auditor, a client has the right to request a change and appeal the selection but must do so in writing explaining the reasons for the appeal. Soleir will not change the auditor selection without substantiated evidence of improper activity or contract violations.

Certification Requirements

Scope Expansion/Extension

If Soleir receives an application for expanding or extending the scope of a certification already granted, a new application review is required to determine any audit activities necessary to decide whether or not the extension may be granted. This may be conducted in conjunction with a surveillance or recertification audit.

If it is determined that the requested scope expansion is beyond the processes or other assessed information previously assessed, Soleir conducts audits of certified clients to review the validity of the scope expansion request.

Short-notice audits

At times is may be necessary to conduct audits at short notice or unannounced to investigate complaints, or in response to changes, or as follow up on suspended clients. In such cases:

- Soleir will describe and make known in advance to the certified clients the conditions under which such audits will be conducted; an audit plan will accompany this communication.
- Soleir will also exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.
- Short notice audits will occur within 90 days of the receipt of a complaint.

Reduction of Scope:

Soleir may reduce the client's scope of certification to exclude the parts not meeting requirements when the client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Reductions will be in line with the requirements of the standard used for certification.

Certification Requirements

Suspension of Certification:

Certification is suspended any time the condition of the client's management system cannot be verified or is verified as not being effectively maintained. Certification is suspended in cases when a client fails to meet their contractual obligations to Soleir, including failure to pay invoices in a timely manner. The suspension period should not exceed six (6) months. The OASIS database is updated within 14 calendar days when the client's (organization's) AQMS standard certificate(s) is suspended or withdrawn.

Reasons for Suspension:

Client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system such as:

- Repetitive Major Nonconformities
- Client (organization) fails to re-establish conformance to applicable standards within 60 days from issuance of an NCR.
- Major Nonconformities on successive audits
- Certified client does not allow surveillance or recertification audits to be conducted at the required frequencies, or
- Certified denies rights of access to Soleir or associated Accreditation Body
- Certified client has voluntarily requested a suspension
- Nonpayment for Services
- Noncompliance by the organization with the Soleir Certification Agreement.
- Noncompliance by the organization with the Soleir Certification Requirements.
- Failure to supply the required information to undertake effective audit planning

When certification is suspended, Soleir notifies client of suspension. The notification includes information explaining the client cannot promote, advertise, or claim management system certification. Details of the suspension are entered Soleir Database.

The suspension notice requires a written response, including a corrective action plan, within fourteen (14) calendar days of issuance of the notification.

Suspension status is lifted once the issues that resulted in the suspension have been resolved. In some cases, an audit may be required.

If a client is placed on suspension for lack of fulfilling audit requirements, the suspension is not lifted until after technical review of the audit report has been completed.

If corrective action taken by the client does not effectively eliminate the nonconforming condition(s), the certification is withdrawn.

Suspension is a temporary status not exceeding one-hundred twenty (120) days which can only end by the full reinstatement, or withdrawal of the certificate. During the suspension period, the certificate remains valid.

Soleir requires a corrective action response from clients on suspension within fourteen (14) business days of the date of the letter of notification. The plan should address correction steps, responsibilities, time frame for implementation, and key metrics to identify effectiveness of the action plan.

Soleir may conduct an on-site audit to verify effectiveness of corrective action(s) before the suspension can be lifted.

Suspension status continues and revert to the original suspension date if any of the following is found during the audit:

- Corrective actions are ineffective, and/or
- Additional major nonconformities are issued.

Withdrawal of certification

Certification is withdrawn when a client’s management system demonstrates significant nonconformance(s) with audit standard or planned arrangements and a failure to react to and correct the nonconformance(s). Failure of the client to pay for services provided (per contract) or a failure of the client to provide auditors/accreditation body assessors access to the certified facility for audit purposes may also result in withdrawal of the certification.

In most cases, withdrawal is preceded by suspension of the certificate but in cases of severe nonconformance or failure of the client to cooperate, withdrawal may occur immediately.

Withdrawal proceedings are initiated when Soleir is notified of one of the conditions specified above. A formal withdrawal notification is sent to the client. A copy of the communication is maintained in the client file. The notification details the client must immediately cease any claims of certification, including any use of the certification logos and mark(s).

The details of the withdrawal are entered in the Soleir Database.

If the client disagrees with the decision, appeals are handled according to the appeals process.

Cancellation of Certification:

Cancellation of a certificate occurs when the client no longer desires to maintain their certification with Soleir

Upon receipt of a written request for cancellation, Soleir issues a Cancellation Notification to the client. The notification includes information explaining the client cannot promote, advertise, or claim management system certification. Details of the cancellation are entered into the Soleir Database.

Certification Requirements

Policy on Inappropriate Behaviour

1. Purpose:

This policy outlines the standards of conduct expected of all auditors, employees, and clients when interacting with each other. Our organization is committed to fostering a professional, respectful, and inclusive environment free from harassment, discrimination, and any other form of inappropriate behavior. This policy aims to ensure that all interactions are conducted with integrity and in a manner that upholds the highest ethical standards.

2. Scope:

This policy applies to all auditors, employees, and clients of Soleir LLC during any interactions related to the business of Soleir LLC. This includes, but is not limited to, meetings, audits, site visits, social events connected to business, and electronic communications.

3. Definition of Inappropriate Behavior:

Inappropriate behavior encompasses any conduct that is unprofessional, disrespectful, offensive, or harmful. This includes, but is not limited to:

* Harassment: Any unwelcome conduct (verbal, non-verbal, or physical) based on race, color, religion, sex (including pregnancy, sexual orientation, or gender identity), national origin, age, disability, genetic information, or any other legally protected characteristic. This includes sexual harassment, which can involve unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature.

* Discrimination: Treating an individual or group differently based on a protected characteristic in a way that negatively impacts them.

* Bullying: Repeated and unreasonable behavior directed towards an employee, auditor, or client that creates a risk to health and safety. This can include intimidation, humiliation, and undermining.

* Unprofessional Conduct: Behavior that deviates significantly from accepted professional norms, including but not limited to:

- Disrespectful or demeaning language or actions.
- Breaches of confidentiality (unless legally required).
- Conflicts of interest that are not properly disclosed and managed.
- Any behavior that could reasonably be perceived as compromising objectivity or independence.

* Retaliation: Adverse action taken against an individual for reporting inappropriate behavior or participating in an investigation.

4. Responsibilities:

 * All Auditors, Employees, and Clients: Are responsible for conducting themselves in a professional and respectful manner at all times and for refraining from any behavior that could be considered inappropriate. They are also encouraged to report any observed or experienced inappropriate behavior.

 * Management/Leadership: Is responsible for promoting a culture of respect and professionalism, taking all reports of inappropriate behavior seriously, and ensuring that appropriate action is taken.

 * Soleir LLC's President and Advisory Council: Are responsible for receiving and investigating reports of inappropriate behavior in a fair and timely manner and for ensuring that appropriate disciplinary or corrective action is taken when necessary.

5. Reporting Procedures:

Any auditor, employee, or client who believes they have experienced or witnessed inappropriate behavior is encouraged to report it promptly. Reports can be made to:

Steve Putman
Soleir President
1 918 853-4441
steve@soleirllc.com

And/Or

Matthew Dowdell
Chair of Soleir's Advisory Council
mdowdell@bondgill.com

All reports will be treated with discretion and handled in accordance with established procedures. Individuals making good-faith reports will be protected from retaliation.

6. Investigation and Corrective Action:

Upon receiving a report of inappropriate behavior, [Designated Department/Individual] will conduct a fair and impartial investigation. The nature and extent of the investigation will depend on the specific allegations. If the investigation finds that inappropriate behavior has occurred, appropriate corrective action will be taken. This may include, but is not limited to:

* Verbal or written warnings.
* Training or counseling.
* Suspension.
* Termination of employment or engagement.
* Severance of the client relationship.

7. Confidentiality:

While confidentiality will be maintained to the extent possible, it may be necessary to disclose information on a need-to-know basis during the investigation process.

8. Policy Review:

This policy will be reviewed periodically and updated as necessary to ensure its effectiveness and compliance with applicable laws and regulations.