

A. General Requirements

ECCO is the legal entity responsible for inspection/certification activities; reference to **ECCO**, in this Policy and Public Statement refers to these legal entities.

ECCO, its Managers, Staff and Sub-contractors fully understands the importance of impartiality in undertaking its inspection/Certification Activities. **ECCO** will therefore ensure that in all its dealings with clients or potential clients all employees or other personnel are and will remain impartial. To ensure that impartiality is both maintained and can be demonstrated the following principals have been established.

- Individuals employed by or otherwise contracted to **ECCO**, are required to document and record their current and past relationships with all companies. Any situation past or present which may present a potential conflict of interest is required by **ECCO**, to be declared.
- **ECCO** will use the information to identify any threats to impartiality and will not use that individual in any capacity unless they can demonstrate that there is no conflict of interest.
- Inspectors/Auditors and others involved in the Inspection/certification Procedure are not and will not be put under any pressure and will not be influenced in any way to come to a particular conclusion regarding the result of an audit.
- **ECCO**, does not and will not offer any commission, ('finders fees or other inducements) to any individual or company in respect of referrals of clients unless:
 1. The terms and conditions of any such referral are clearly established and can be demonstrated and it can also be demonstrated that the fee is for a referral and the fact that a commission has been paid will in no way effect the outcome of an audit.
 2. A risk assessment (to establish the potential for an unacceptable threat to impartiality) has been carried out on the Procedure through which any such payment is made to an individual or organisation (normally a consultant) requesting the commission for referrals.
 3. All such payments are documented, recorded, and traceable and accompanied by a purchase order and invoice.

B. Special Obligations for Certification

- **ECCO**, Certificates are only issued following a review by an independent authorised and competent member of the management team (who has not been involved in the audit) to ensure that no interest shall predominate.
- **ECCO**, does not offer (and has never offered) management system consultancy or any other form of consultancy to companies or individuals.
- **ECCO**, does not offer (and has never offered) an internal audit service to its certified clients.
- **ECCO** does not own or have any interest (financial or otherwise) in any other company that offers certification or management system consultancy services.
- **ECCO**, does not have (and will not form) any relationships with companies who offer consultancy or other services that can be construed as having an impact on the certification services provided by **ECCO**, Any proposed relationship between **ECCO**, And any other company will undergo a risk assessment by the Committee for Impartiality prior to that relationship being formalised. Any current relationships with companies, organisations and individuals will be risk assessed on a regular basis to ensure that the relationship does not impact upon the impartiality of the certification Procedure.
- **ECCO** will not allocate a member of staff or sub-contractor to a management system audit where any past relationship has existed. Exceptionally and at the discretion of the Technical Manager or General Manager an individual or sub-contractor may be allocated to a management system audit where a past relationship has existed but there has been no relationship for a minimum of 2 years.

Originator	Approved by	Signature
Technical Manager	General Manager	

- **ECCO** does not offer specific training to any company in respect of implementing a particular standard for that company. Any training offered by **ECCO**, is general in nature and available to all companies or individuals who wish to attend.
- **ECCO** will ensure that it is not linked or marketed in any way which links it with the activities of a management system consultancy and will take appropriate action should any such link be identified.

C. Special Obligations for Inspectors:

- All documents and information entrusted by **ECCO** and the cooperating inspection bodies or/and by the client to the inspector/expert in conjunction with an inspection shall be deemed to remain the property of **ECCO** and the cooperating inspection bodies or the client. Such documentation and information may be used only for the purpose of the conduct of the planned inspection and must under no circumstances, be made available to unauthorized third parties even within the company or reproduced or copied in any way. Immediately upon completion of the inspection, such documentation and information must be returned to **ECCO**. Even where no written agreement is made between the client and **ECCO** to the contrary, any and all internal company documentation issued during an inspection shall be deemed to be subject to the same rules.
- The client's documentation is to be returned to the client by the Inspector upon completion of the inspection. The inspector undertakes to refrain during the inspection procedure from any consultative or advisory activity concerning the setting up of inspection. The explication of the questions set and drawing of attention to any weak points disclosed, shall be deemed to be "necessarily associated with the inspection".
- The inspector undertakes to exercise impartiality and objectivity. He undertakes to neither pass on nor make accessible to third parties either the results of the inspection or any other company and/or **ECCO** specific data and information, which may come into his possession.
- The inspector also undertakes to observe strict secrecy with respect to all procedures and facts which come to his knowledge and which are associated with inspections performed or to be performed; this provision shall be deemed to apply even beyond the end of the inspection activities.
- The inspector undertakes to participate in the regular Exchange of Experience meetings and relevant training organized by **ECCO** and to provide all the necessary documentation relevant to his qualification and maintenance of his appointment, without delay.
- All the above mentioned are the obligations of employees and associates of **ECCO** for a period of at least two years following the cessation of their cooperation with **ECCO**.

In case of violation of any of these terms by an employee or partner of **ECCO**, this constitutes a serious reason for terminating the contract of employment or cooperation. Moreover, the above-mentioned behavior could draw towards the employee or the partner liability for any direct or indirect loss or damage to the reputation of **ECCO**.

This document constitutes an integral and essential part of the contract between **ECCO** and its employees or partners.

Place / Date

Name / Signature of the employee – partner for

the acceptance of the above

Originator

Approved by

Signature

Technical Manager

General Manager

