



**Australasian Certification  
Authority for Reinforcing and  
Structural Steels Ltd (ACRS)**

**Product Traceability Certification  
Scheme Rules for ACRS Approved  
Materials  
Version 1.2**



## DOCUMENT CONTROL

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# 1 INTRODUCTION

These Scheme Rules provide for the establishment and operation of the product traceability certification scheme of the Australasian Certification Authority for Reinforcing and Structural Steels Ltd (“ACRS” or the “Authority”).

These Scheme Rules are to be read in conjunction with the associated ACRS Certification Agreement. Applicant Firms and Certified Firms accept that the Authority provides product traceability certification services to them only under the terms and conditions of these Scheme Rules and the Certification Agreement.

This scheme covers product traceability certification for processing, fabrication and Supply of reinforcing steels, general steels and related products that fulfil the requirements of relevant Australian, New Zealand, or international standards, or other specifications, and the ACRS Product Certification Scheme.

The objective of this scheme is to provide a means by which companies producing, distributing, trading, procuring, or supplying Approved Materials under the ACRS Product Certification Scheme may demonstrate that they operate effective and consistent processes and controls that maintain verified supply of those Approved Materials through the supply chain to the final Customer, including through any stages of processing, fabrication, or other transformation from the originally manufactured product.

This Scheme operates on a common framework with the ACRS Product Certification Scheme for the management of traceability of materials. This common framework includes review of materials supplied to and by processors of steel reinforcing materials or manufacturers of reinforcing steel mesh (e.g. to AS/NZS 4671 and associated Product Requirements), and to and by fabricators of structural steel materials (e.g. to AS/NZS 3679.2 and associated Product Requirements), which have been included historically (and also remain) within the scope of the appropriate Certification categories of the ACRS Product Certification Scheme.

This scheme is designed and operated in accordance with recognised standards for process certification that include requirements for impartiality, competency management and consistency. These recognised standards are:

- AS/NZS ISO/IEC 17067:2014, *Conformity assessment - Fundamentals of product certification and guidelines for product certification schemes*;
- AS/NZS ISO/IEC 17065:2013, *Conformity assessment - Requirements for bodies certifying products, processes and services*;
- SA HB 18.23-1991; ISO/IEC Guide 23 *Methods of indicating conformity with Standards for third-party certification systems*; and
- SA HB 18.27-1991; ISO Guide 27 *Guidelines for corrective action to be taken by a certification body in the event of misuse of its mark of conformity*.

The scheme was created, is owned by, and is endorsed by the Authority on behalf its members. The members of the Authority include:

- a) specifiers, engineers, and designers;



- b) regulators and inspectors;
- c) purchasers and users;
- d) steel producers;
- e) steel processors;
- f) steel importers;
- g) construction industry associations; and
- h) professional, academic and research bodies.

A full list of the current members is available on the Authority's website ([www.steelcertification.com](http://www.steelcertification.com)).

The Authority began operation in 2001 and issued its first certificates in 2003.



## 2 DEFINITIONS

In these Rules, the following definitions apply:

- (a) “Applicant Firm” – a Firm that has submitted an application;
- (b) “Approved Materials” – Assessable Materials which have been assessed by the Authority and for which a Certificate has been issued under the ACRS Product Certification Scheme;
- (c) “Assessable Location” – any facility of the Firm, or any facility used by the Firm (including third-party facilities such as ports of entry), that manufactures, or Transforms, or Supplies, or distributes Assessable Materials of any Product Class. All Assessable Locations of any Product Class qualify\* for assessment at the discretion of the Authority, whether or not a location is a Certified Location;

*(\* For the sake of clarity, the term “qualify” means that the Authority holds the authority to at its sole discretion inspect, but not necessarily to Evaluate for Certification any site or facility of the Firm, or used by the Firm, in the supply of Assessable Materials.)*

- (d) “Assessable Materials” – all materials manufactured, Transformed, or supplied by the Firm, or any other party, that are eligible for Certification under the ACRS Product Certification Scheme.

Assessable Materials may not be Approved Materials (e.g. some input materials not subject to Certification, materials manufactured and supplied to Standards not subject to Certification, or any materials covered by an Exemption, or any materials that fail to meet the Product Requirements).

For the avoidance of doubt,

1. Assessable Materials include all materials of all Product Classes manufactured, or originally supplied to any Standard or specification whatsoever that are subsequently delivered to the end-user as meeting any of the Product Requirements of the ACRS Product Certification Scheme, whether or not such materials are manufactured, Transformed, procured, Distributed or Supplied from a Certified Location.
  2. A Certified Location under this Scheme may purchase, distribute, stock, or supply Assessable Materials similar to, but which are not themselves, Approved Materials subject to the Certified Location meeting the requirements of this Scheme, unless the Certified Location under this scheme is also a Certified Location under the ACRS Product Certification Scheme. Where the Certified Location is also a Certified Location under the ACRS Product Certification Scheme, the Rules of the ACRS Product Certification Scheme shall apply;
- (e) “Audit and Assessment Committee” – a committee of the Authority that reviews evaluations and makes certification decisions (with any conditions attached thereto) on behalf of the Authority;



- (f) “Authority” – the Australasian Certification Authority for Reinforcing and Structural Steels Ltd, ACN 096 692 545 (or, “ACRS”);
- (g) “Board” – the Board established as the governing body of the Authority under the constitution and which may, under the constitution, delegate certain of its powers to an Executive Committee and other Subsidiary Committees. The Board comprises the Executive Director, nominated Members to the Board and invited individuals, as required;
- (h) “Certificate” – the statement of conformity issued by the Authority which attests that the Firm:
  - i. conforms to these Traceability Scheme Rules and any requirements of the ACRS Product Certification Scheme that may be required by the Authority; and
  - ii. is subject to Evaluation by the Authority.
- (i) “Certificate Number” – a unique number which is indicated on each Certificate;
- (j) “Certification” – the procedures by which the Authority undertakes Evaluation to determine whether the Firm conforms to the requirements of a Scheme, and in which the Authority attests this conformity in the form of a Certificate;
- (k) “Certification Agreement” – the binding agreement between the Applicant or Certified Firm and ACRS for the provision of ACRS certification services;
- (l) “Certification Material” – all material created for the purposes of evaluation, audit or certification activities, or is provided to ACRS as part of the Certification Agreement, and includes, without limitation:
  - i. all notes, data, correspondence, documentation, presentations, emails;
  - ii. rules, procedures, evaluation and audit tools, plans and checklists;
  - iii. test results and reports;
  - iv. all certification documents and marks of conformity.
- (m) “Certification Requirement” – A requirement that may include Product, Management System or Traceability Requirements, which the Client must demonstrate fulfilment of in order to be issued a Certificate;
- (n) “Certified Firm” – a Firm whose materials, processes and quality management systems have been certified by the Authority as meeting the Certification Requirements of this scheme and to whom a Certificate is issued;
- (o) “Certified Location” – a facility of the Certified Firm holding a Certificate under this scheme;
- (p) “Client” – an Applicant or a Certified Firm responsible to the Authority for demonstrating that the Certification Requirements are fulfilled;
- (q) “Communication Media” – all the Certified Firm’s external communications media, including but not limited to advertisements, displays, posters, TV advertisements, promotional videos,



websites, emails, social media statements, brochures; outdoor advertisements (such as billboards and signs); stationery (such as sales and contractual documents, letterheads, business cards, invoices, compliment slips, delivery slips), and product tags and product markings;

- (r) "Customer" the entity purchasing the Assessable Material from the Supplier. A customer may in turn become a Distributor and/or Supplier upon onwards transmission of the Assessable or Transformed Material, and thereby a Client;
- (s) "Declaration" – a form signed by each Applicant Firm, or a form submitted quarterly by each Certified Firm;
- (t) "Distributor" – (also Distribution, Distributing) a Firm, other than a Producer, engaged in the procurement, delivery, stocking, trading, Supply, or Distribution (or any combination thereof) of Assessable Materials to a Supplier. A Producer may also engage in Distribution and/or Supply and be eligible for Certification under this Scheme (See Table 1).
- (u) "Depot Location" – an Assessable Location that receives, stocks, distributes, or resells Assessable Materials, but does not manufacture or Transform Assessable Materials;
- (v) "Evaluation" – activities undertaken by the Authority to confirm the Firm's compliance with the Scheme;
- (w) "Exemption" – Assessable Materials of a Product Class deemed by the Authority to not be covered by Certification of the Firm;
- (x) "Firm" – any organisation, or Group engaged in the manufacture, Transformation, procurement, delivery, stocking, trading, Supply, or Distribution (or any combination thereof) of Assessable Materials;
- (y) "Group" – any subsidiary holding, associated company or subsidiary undertaking of a holding company that manufactures, Transforms, procures, delivers, stocks, trades, Distributes or otherwise Supplies materials for the production of Approved Materials. For this purpose, "subsidiary", "holding company" and "subsidiary undertaking" shall have the meaning set out in the Corporations Law of New South Wales and as amended from time to time; "associated company" shall mean body corporate in which the relevant party has a direct or indirect 20% beneficial interest in the share capital of that body corporate.

For the sake of clarity, where more than one Firm is owned by the Group, all such Firms supplying Assessable Materials shall be included both in the Group's application and its subsequent Certification, unless a Product Class (or Classes) has been granted Exemption by the Authority;

- (z) "Intellectual Property" - all intellectual property rights and rights to data, including but not limited to:
  - i. patents, copyright, registered designs, trademarks, know how, trade secrets and any right to have confidential information kept confidential; and
  - ii. any application or right to apply for registration of any of the rights referred to in paragraph (i.).



- (aa) "Long Term Quality Level" – the results of tests on all Assessable Materials conducted by the Firm as required by a Product Requirement or by the Authority for verification of the Firm's compliance with that Product Requirement;
- (bb) "Management System" – the internal processes, policies, procedures and associated evaluation and audit plans, forms and templates, used by the Authority in its role as a certification scheme owner, and in its role as a certification body, which reflects the requirements of relevant international standards and guides for certification;
- (cc) "Management System Requirement" – requirement specified in Standards or in other normative documents or specifications adopted by the Authority that relates to a Management System;
- (dd) "Mark" – the Authority mark (including, but not limited to, the Authority logo, name and initials, any other mark of recognition (e.g. an accreditation body mark));
- (ee) "Member" – member organisation of the Authority;
- (ff) "Multi-Site Certificate" is a class of Supplier Certificate issued under this Scheme designed for the Certification of large enterprises that are linked by common ownership, or legal/contractual agreements. This Certificate offers Certification that is easier and cheaper for large enterprises that can demonstrate centralised administration with effective internal control functions that are deemed by the Authority to be appropriate for the purposes of this Scheme.
- (gg) "Noncompliance" – a level of Nonconformity that places the Firm outside the minimum requirements of the Certification Requirement and/or the Scheme;
- (hh) "Nonconformity" – any material, process, practice, test result or record not meeting a specific requirement of the appropriate Certification Requirement and/or the Scheme;
- (ii) "Primary Location" – an Assessable Location responsible for one or more Secondary Locations;
- (jj) "Producer" – a Firm currently manufacturing or Transforming Assessable Materials for Supply to Certification Requirements. A Producer may be Certified to this Scheme for stocking and Distribution activities. A Firm which has an Assessable Material designed or manufactured and markets that Assessable Material under their name or trademark may also be Certified under this Scheme (See Table 1).;
- (kk) "Producer Certificate" – a Certificate issued under the ACRS Product Certification Scheme for Approved Materials currently produced by the Certified Firm;
- (ll) "Product Class" – a grouping of Assessable Materials as noted under the "List of Applicable Product Requirements".
- (mm) "Product Requirement" – requirement that relates to a product specified in Standards or in other normative documents or specifications adopted by the Authority;



- (nn) “Representative” – a person or entity that carries out specific tasks and activities for the Authority and whom the Authority may appoint or remove as it may deem necessary, and any observers agreed to by the Authority;
- (oo) “Rules” – the rules under which this Scheme is operated and as amended by the Authority from time to time;
- (pp) “Scheme” – the scheme for the Certification of Assessable and associated materials and processes established in accordance with these Rules and associated documents;
- (qq) “Secondary Location” – an Assessable Location for which a Primary Location is responsible;
- (rr) “Standard” – a formal Australian, New Zealand, International or other Standard that may be adopted as a Certification Requirement by the Board from time to time. For the purposes of the Scheme, all parts of a Standard are referenced, unless specifically noted otherwise in the documentation of the Authority;
- (ss) “Subcontractor” – a third party engaged by the Firm that has a material role in the sourcing, or supply of Assessable Materials, such as a port, a shipping company, or a transportation company, or an agent;
- (tt) “Supplier” – (also Supply, Supplying) any Firm engaged in the procurement, stocking, or delivery (or any combination thereof) of Assessable Materials.

For the sake of clarity,

1. a Producer may also engage in Supply and be eligible for Certification under this Scheme (See Table 1).
  2. a Supplier might not take physical possession of the Assessable Materials (e.g. a steel trader).
- (uu) “Supplier Certificate” – a Certificate issued under this Scheme to a Certified Firm;
  - (vv) “Traceability Requirement” – requirement that relates to Assessable Materials specified in Standards, or in other normative documents or specifications adopted by the Authority, or by the requirements of this Scheme, or the ACRS Product Certification Scheme;
  - (ww) “Transform” – (also Transformation, Transforming) the alteration of Approved Materials to a modified form for Supply to the Product Requirements. For the sake of clarity, the term “Transform” includes (but is not limited to) materials processing, fabrication, or any other alteration of Approved Materials from the originally approved form;
  - (xx) “Use” – the lawful, authorised, restricted, non-exclusive, limited, and revocable right to use the Certification Mark.
  - (yy) “Year” – 1 July of one calendar year to 30 June of the following calendar year.



## 2.1 Interpretation

In this document unless the context requires otherwise, or it is specifically stated otherwise, the singular includes the plural and vice versa.



**Table 1 Application of Definitions to the Chain of Certification for Approved Materials**

Producer (Shall be ACRS Product Certification Scheme certified)	Distributor (May be ACRS Traceability Scheme Certified)	Supplier (May be ACRS Traceability Scheme Certified)	Customer
		Producer (For stocking and Distribution activities) 	Steel reinforcement processor (Shall be ACRS Product Certification Scheme certified)  Steelwork Fabricator or Accessory supplier (Shall be ACRS Traceability Scheme Certified)  Building Contractor (May be ACRS Traceability Scheme Certified)
Producer 		Supplier 	Steel reinforcement processor (Shall be ACRS Product Certification Scheme certified)  Steelwork Fabricator or Accessory supplier (Shall be ACRS Traceability Scheme Certified)  Building Contractor (May be ACRS Traceability Scheme Certified)
Producer 	Distributor 	Supplier 	Steel reinforcement processor (Shall be ACRS Product Certification Scheme certified)  Steelwork Fabricator or Accessory supplier (Shall be ACRS Traceability Scheme Certified)  Building Contractor (May be ACRS Traceability Scheme Certified)

Note: There may be more than one distributor or supplier in the chain of certification.



### 3 IMPLEMENTATION

The Authority (ACRS) owns and administers a not-for-profit, third-party traceability certification scheme that covers reinforcing steels, general steels and related products that are supplied in accordance with the Certification Requirements. This is achieved with a strong emphasis on product procurement, identification, management, and segregation.

The policies and procedures of the scheme are contained in these Scheme Rules, the associated Certification Agreement, and are administered through the ACRS Management System. Given the constitution and membership of the Authority, all parties significantly concerned have had input into these policies and procedures.

The policies and procedures under which the Authority and the scheme operates are non-discriminatory and are administered in a non-discriminatory manner. The Authority does not use its procedures to impede or inhibit market access for compliant products.

The Authority makes its services accessible to all applicants anywhere in the world whose activities fall within the scope of the certification scheme. There are no undue financial or other conditions. Access is not conditional upon the size of the supplier or membership of any association or group, nor is certification conditional upon the number or certificates already issued.

The criteria against which the products of a Client are evaluated are those outlined in the specified Certification Requirements listed in Section 4.

The Authority confines its requirements, evaluations, and decisions on certification to those matters specifically related to the scope of the Certificate being considered.

The Authority shall:

- (a) operate the scheme in accordance with these Scheme Rules, the Certification Agreement and the requirements of relevant international standards and guides, which shall be applied fairly to all, irrespective of Client geographical location, or any other relevant distinction;
- (b) maintain confidential records relating to evaluation, auditing, and approval of Client Firms. Such confidential records may include intellectual property of the Applicant;
- (c) notify the Client of any changes in the Authority's procedures and requirements and give the Client such time as is, in the sole opinion of the Authority, a reasonable period in which to adjust its processes and relevant procedures to meet the revised requirements;
- (d) notify the Client at its discretion of customer complaints known to the Authority relating to the compliance of such materials, processes, or services to which the Certificate applies;
- (e) hear any appeals from Clients in regard to the operation of the Scheme; and
- (f) subject to requirements of applicable laws, not disclose any information of a confidential nature concerning the Client without the permission of the Client.



## 4 CERTIFICATION REQUIREMENTS

### 4.1 General

Under this ACRS Product Traceability Certification Scheme the Certification Requirements consist of:

- (a) these Product Traceability Certification Scheme Rules (the ‘Scheme Rules’);
- (b) Traceability Requirements as specified in these Scheme Rules (see below);
- (c) all instructions and communications made from time-to-time by the Authority on the administration of the Scheme and interpretation of Certification Requirements, including Traceability Requirements; and
- (d) the ACRS Management System that includes all policies, procedures, forms, and other documents that are necessary for the administration of the Scheme.

### 4.2 Scope of the Scheme

This Scheme covers traceability of Assessable and Approved Materials by the Firm during procurement and Supply activities. These activities include, but are not limited to, the purchase and stocking of finished products or materials, cleaning, coating, relabelling, or repackaging.

### 4.3 Eligibility for Certification under the Scheme

Any Firm that Supplies Assessable Materials may be eligible to hold Traceability Certification, subject to “Entitlement to Hold a Certificate”, below.

Traceability certification is a requirement for each organisation in the supply chain taking legal ownership of certified products that wishes to make any claim on the certified source (i.e. ACRS Product Scheme Manufacture Certificate holder and Processor/Fabricator Certificate holder, as appropriate), up until the point where products are supplied in finished form for further processing, or final installation.

### 4.4 Products Covered Under the Scheme

In accordance with the ACRS Constitution, the products whose traceability may be certified under these Scheme Rules include *reinforcing steels, general steels, and related products*. This includes, but is not limited to:

*Common metals and their alloys; metal building materials; transportable buildings of metal; materials of metal for railway tracks; non-electric cables and wires of common metal; ironmongery, small items of metal hardware; pipes and tubes of metal; goods of common metal not included in other classes.*

These products (“Assessable Materials”) are listed in the Product Requirements published from time to time by the Authority.



## 4.5 Traceability Requirements

The Traceability Requirements that must be demonstrated on an ongoing basis by the Client in order for that Client to be certified under the Product Traceability Certification Scheme are grouped under the following headings:

- (a) Procurement
- (b) Identification
- (c) Segregation and storage
- (d) Transformation control
- (e) Declaration
- (f) Dispatch and Supply

### 4.5.1 Procurement

4.5.1.1 The Client shall demonstrate that its Assessable Materials are materials that have been previously Certified as Approved Materials under the ACRS Product Certification Scheme.

4.5.1.2 The Client shall operate a contract review procedure which ensures that the following are understood, agreed, and documented prior to any transaction taking place:

- (a) Assessable Location(s) of manufacture;
- (b) delivery conditions;
- (c) transport arrangements;
- (d) Traceability Requirements;
- (e) Product Requirements;
- (f) documentation requirements, including certification, and test certificates (where required).

4.5.1.3 The contract review procedure shall clearly define ownership responsibilities throughout the Supply chain.

4.5.1.4 To effectively control procurement the Client shall:

- (a) maintain a register of approved Producers and Suppliers of Assessable Materials that details the scope of their ACRS product certification, the Producers' product identification (e.g. markings and tags), and product traceability documents (e.g. of the mill of origin and any processor or fabricator subsequently transforming the original Approved Material);
- (b) periodically review and maintain records of Producers' and Suppliers' performance against specified purchase requirements.



NOTE These reviews provide the basis for establishing the frequency of subsequent reviews and level of controls to be implemented by the Client.

- (c) define actions to take when dealing with Producers and Suppliers that do not meet specified purchase requirements; and
- (d) not purchase Assessable Materials that cannot be traceable as Approved Materials under the ACRS Product Certificate Scheme or are counterfeit or nonconforming.

4.5.1.5 The Client shall remain responsible for ensuring all Assessable Materials purchased from Producers and Suppliers, including customer-designated sources, are Approved Materials and meet the relevant Product Requirements.

4.5.1.6 The Client shall remain responsible for ensuring all Assessable Materials Transformed by a third party and subsequently supplied by the Client as Approved Materials are Approved Materials and meet the relevant Product Requirements.

#### **4.5.2 Identification**

4.5.2.1 The Client shall demonstrate that all Assessable Materials can be identified throughout its operations, including when first procured and sourced, when being stored or segregated, when being Transformed, and at the point of dispatch, Supply or Distribution, including during transportation, splitting, storage, packaging, and delivery.

4.5.2.2 In addition to any identification or traceability information required by any relevant Standard, the Client shall also retain for all Approved Materials the associated ACRS Certification Mark and Certificate number.

4.5.2.3 The Client's processes shall:

- a) maintain the Producer's identification and traceability for all Assessable Products; and
- b) be able identify and trace Approved Materials by the same lot, batch, or cast identifier.

#### **4.5.3 Segregation and storage**

4.5.3.1 The Client shall demonstrate how it segregates and stores Assessable Materials in a way that prevents those materials being mixed with non-Assessable Materials.

4.5.3.2 The Client shall demonstrate how it prevents non-Assessable Materials being selected and used when the specific project, job or consignment requires that only ACRS certified materials be used.

#### **4.5.4 Transformation control**

4.5.4.1 The Client shall demonstrate how it controls the use of Assessable Materials and their inclusion in the specific project, job or consignment.

4.5.4.2 The Client shall demonstrate how it ensures that Assessable Material remains identifiable and traceable to the previously Approved Materials, including in situations where the Assessable Material is:

- (a) incorporated in the specific project, job or consignment; or



- (b) surplus to the specific project, job or consignment and will continue to be used by the Client as Assessable Materials in other projects, jobs or consignments.

**NOTE** This requirement takes into account that for some projects, jobs or consignments not all lengths or parts of the Assessable Material is fully utilised, and that off-cuts or other surplus material may be identified, managed and stored for future usage (i.e. they are unused Assessable Materials). If that is the case, the Client must demonstrate how it ensures the unused Assessable Materials are managed in such a way that their future use will still enable the Traceability Requirements to be fulfilled. Off-cuts and other surplus material that are not appropriately identified, managed and stored cannot be used in the future as Assessable Materials.

#### **4.5.5 Preservation**

4.5.5.1 The Client shall demonstrate documented processes for the appropriate transportation, handling, storage, splitting and packaging of Assessable Materials to ensure the preservation in their condition as supplied by the Producer. The processes shall make provisions for:

- (a) any Manufacturer's recommendations/requirements; and  
(b) storage control and stock rotation.

#### **4.5.6 Declaration**

4.5.6.1 The Client shall demonstrate that at the completion of each project, job and consignment which has specified the use of ACRS Approved Materials (i.e. certified products), that it has done so and made a declaration to that effect to the Client's customer.

4.5.6.2 The Client shall provide to its customer information and documentation supporting its declaration, including traceability back to the original Approved Material.

#### **4.5.7 Dispatch and Supply**

4.5.7.1 The Client shall demonstrate how it manages dispatch and Supply to its customer such that it prevents any mixing or misrepresentation of non-Approved Material with Approved Material.

4.5.7.2 In the case of semi-finished materials for further work, or other Assessable Materials originally manufactured to Product Requirements acceptable to ACRS, the record system shall ensure traceability of each delivery of material to its parent casts and, where cutting to length has occurred, each batch, or lot to a specific order.

### **4.6 Concessions to Certification Requirements**

Any concession granted under this Scheme, either by the purchaser of the Approved Materials, or by ACRS, shall be traceable to a specific order.

### **4.7 Customer Communication**

4.7.1 The Client shall ensure that documents required by the customer order/specification to accompany the Assessable Material are provided when requested by the means specified by the Customer.



- 4.7.2 Documents accompanying Approved Materials shall identify such materials as Approved Materials and shall be protected against loss and deterioration such that they remain intact and legible.
- 4.7.3 Documents accompanying Assessable Materials shall include any Producer materials' instructions and safety information in the English language.
- 4.7.4 Documents shall clearly and unambiguously differentiate between Assessable Materials, Approved Materials, and other materials.

#### **4.8 Interpretation of Certification Requirements**

The interpretation and application of the Certification Requirements is the responsibility of the ACRS Audit and Assessment Committee. In making any such interpretation the Executive Director may seek the assistance of the relevant standards or specification development bodies.



## 5 CERTIFICATION PROCESS

### 5.1 Overview of the Certification Process

#### 5.1.1 Steps in the certification process

The certification process consists of the following steps:

- (a) application;
- (b) evaluation, including;
  - i. review of Certification Material;
  - ii. evaluation of traceability; and
  - iii. as required by the Authority, independent verification testing of samples taken from the Client, the Client's customer, and the market;
- (c) recording of any nonconformities and nonconformity close out;
- (d) review, certification decision and certificate issue; and
- (e) surveillance, including:
  - i. evaluation of traceability; and
  - ii. as required by the Authority, independent verification testing of samples taken from the Client, the Client's customer, and the market.

#### 5.1.2 Period of Certificate validity

Once granted, the validity of a certificate is up to 31 December of that year. Subsequent certificates may be granted for the following 12-months from 1 January.

### 5.2 Entitlement to a Certificate

Any Applicant Firm that satisfies the Authority that it carries on a bona fide business, signs the Certification Agreement, and demonstrates on a continuing basis that it fulfils the appropriate Certification Requirements, shall be entitled to a certificate.

A Group (of Firms) may hold both Certification under the ACRS Product Scheme and Certification under this Traceability Scheme. A Firm that holds, or is eligible to hold Product Certification may not hold Traceability Certification.

For the sake of clarity,

- a) A Group may include one, or more Firms which hold ACRS Product Scheme Certification (e.g. a steel mill &/or processing arm) and separately, Firms that hold ACRS Traceability Scheme Certification (e.g. a distribution &/or trading arm).
- b) For any Firm holding ACRS Product Scheme Certification the requirements of the ACRS Product Certification Scheme shall apply to all Assessable Materials from those sites covered



by Product Certificates (e.g. any site where both processing or fabrication, and stocking and distribution occurs).

### **5.3 Certification Agreement and Commitments of Applicant Firms and Certified Firms**

At the time of submission of an application, or re-application, the Client must enter into a legally enforceable agreement (the Certification Agreement) for the provision of certification services between that Firm and the Authority.

Through the Certification Agreement the Client commits itself to adhere to these Scheme Rules from the date of application and makes all necessary declarations.

The Authority is committed to maintaining the integrity of the Scheme to the highest standard possible. To avoid any lack of confidence by the public, or other authorities, in the integrity of the Scheme, the Authority may refuse to grant, suspend, or terminate a Certificate in circumstances where the Executive Director is reasonably satisfied that a Representative has been bullied, harassed, intimidated, or coerced by a Client into acting partially, or providing a favourable evaluation, or inappropriately performing the Representative's duties.

### **5.4 Applications**

#### **5.4.1 New applications**

An Applicant Firm shall make its application in writing to the Executive Director of the Authority who, for the purpose of making evaluations under these Scheme Rules, may from time to time delegate his/her functions to Representatives. In regard to which:

- (a) an application shall cover Assessable Locations, and Assessable Materials produced, Transformed, or supplied by the Applicant Firm, grouped by Product Class. All required supporting documentation and information shall be supplied for Assessable Materials of Product Classes supplied by the Applicant Firm, regardless of any Product Class or Classes for which the Firm may request Exemption;
- (b) a completed Certification Agreement, signed by the Chief Executive, Managing Director, or other manager with delegated authority to sign on behalf of the Applicant Firm;
- (c) the Authority shall invoice the Applicant Firm and the Applicant Firm shall pay the invoice in full prior to any evaluation activities being performed;
- (d) the application shall be finalised and all necessary documents supplied, materials tested and inspections allowed by the Applicant Firm within 6-months of the date of the acceptance of the complete application.

Should the application process take longer than 6-months, the Applicant Firm shall submit a new application with such additional application fees payable as may be determined by the Authority, unless any variation is advised to the Applicant Firm in writing by the Authority; and

- (e) during the 6-month maximum application period, the Authority may mandate such additional evaluation activities (including site visits) where, at its sole discretion, it deems them



necessary to evaluate the Applicant Firm's application and declaration, and its fulfilment of the Certification Requirements contained therein. Such additional evaluation visits shall be at the Applicant Firm's cost.

The Authority retains the right to accept, modify or reject, in whole or in part, the scope of any application for Certification, application for extension of Certification, or application for Exemption from Certification.

#### **5.4.2 Exemption from Certification by Product Class**

A Certified Firm may choose to apply for Exemption from Certification of Assessable Materials supplied by the Firm, to permit Certification of only one, or more individual Product Classes. The Authority shall, at its sole discretion, grant, amend, refuse, or withdraw Exemption from Certification for such Assessable Materials.

#### **5.4.3 Extension, or reduction of Certification**

Where a Client intends:

- (a) to open, to acquire, or to close an Assessable Location, or;
- (b) to acquire, or be acquired by, a new company thorough merger or acquisition, or;
- (c) to extend, or to reduce its scope of Certification, or;
- (d) to commence the Supply of Assessable Materials outside the current scope of any existing Certification;

it shall inform the Authority in writing prior to the Supply of any Assessable Materials not listed on that Firm's Certificate or Certificates, or Supply of any Assessable Materials, of any Product Class, not otherwise Certified as Approved Materials such that the Authority may undertake the appropriate Evaluation, issue the appropriate Certificates, or issue the appropriate Exemptions, and to make any necessary public notifications.

No Assessable Materials shall be supplied in these circumstances unless the Authority confirms in writing that the materials are Approved Materials by the issue of Certificates or alternatively, confirms in writing that the named Assessable Materials are covered by an Exemption.

#### **5.4.4 Merger or Acquisition of a Firm**

In case of take-over or merger, written consent from the Authority is mandatory in order to transfer the rights to Use the Certification Mark to the merged entity.

In the case of acquisition, a newly acquired entity producing Assessable Materials shall automatically be considered to be an applicant for extension of certification to the acquiring Certified Firm, and a new location shall be subject to clause 5.4.1(d)

Failure to extend Approval to include an acquired or merged entity producing or Transforming Assessable Materials within 12-months of the date of acquisition or merger by the Client will result in the issue of a notice of noncompliance and may, at ACRS sole discretion, result in Suspension or Termination of the Client's certification.



## 5.4.5 Re-application for Certification

### 5.4.5.1 After Withdrawal by the Authority

Where the Authority withdraws a Certificate, a Firm may reapply for approval after a period of three calendar months. Any such new application will be considered on its merits and without prejudice. Any such application shall be considered to be an entirely new application, with no connection to any previous certification held by the Firm.

### 5.4.5.2 After Voluntary Relinquishment by the Firm

Where a Certified Firm has voluntarily relinquished its certification, a Firm may reapply for approval. Any such reapplication shall be considered to be an entirely new application, with no connection to any previous certification held by the Firm.

### 5.4.5.3 Outstanding accounts

Consideration of any reapplication will be contingent upon the Applicant Firm having paid in full all outstanding accounts from previous application or certification.

## 5.4.6 Secondary and Depot Locations

The Firm shall identify all Locations listing which are Primary, Secondary or Depot Locations. For each Secondary Location and Depot Location the Firm shall, where applicable, indicate the Primary Location to which the Location is responsible.

Any change in operation or reporting shall be communicated to the Authority in writing and the details of the Certificate amended accordingly.

The Authority retains sole discretion to determine whether a location is a Primary Location, a Secondary Location, or a Depot Location.

The Primary Location of each Certified Firm in each State or Territory (or their overseas equivalent), or any Location undertaking the manufacturing, Transformation, or Distribution of Assessable Materials, shall be certified individually, unless notified otherwise by the Authority.

Notwithstanding the above, any facility of a Certified Firm (or Group) operating under a brand other than the brand of the Certified Firm, and with its own Transformation facilities (of any type), shall be certified as a separate certificate holder under the ACRS Product Certification Scheme.

## 5.4.7 Certification of Multiple Locations

Under this Product Traceability Certification Scheme, multiple Assessable Locations may be included on a 'Multi-Site Certificate' if all of the Assessable Locations conform to all of the following requirements:

- (a) one Assessable Location under the scope of the Multi-Site Certificate:
  - i. acts as the Certificate holder;
  - ii. is responsible for management of all Approved and non-Approved Materials and products of all Assessable Locations listed on the Multisite Certificate; and



- iii. controls the use of the ACRS Mark by all Assessable Locations.

and:

- (b) all Assessable Locations under the scope of the Multi-Site Certificate are:
  - i. operating under a common ownership structure;
  - ii. managed under direct control of the Certificate holder; and
  - iii. are in an exclusive business relationship with each other for the sourcing and Supply of Approved Materials or products covered by the scope of the Multi-Site Certificate.

Assessable Locations included in a Multi-Site Certificate may be located in different countries.

Assessable Locations covered by a Multi-Site Certificate may be Primary Locations, Secondary Locations, or Depot Locations (or any combination thereof).

#### 5.4.8 Eligibility for Multi-Site Certificates

Multiple Assessable Locations, or legal entities (e.g. Assessable Locations operating under different Brands) may be included under Multi-Site Certification (instead of the issue by the Authority of multiple, single site Certificates) if:

- (a) all Assessable Locations and the Firm that holds the Multi-Site Certificate are linked through common ownership, or
- (b) all Assessable Locations:
  - i. have a legal and/or contractual relationship with the Firm; and
  - ii. are subject to a centrally administered and controlled management system established by the Certificate Holder that has at least one of the following elements:
    - a. centralized purchasing or sales function;
    - b. common operational procedures (e.g. same product specifications, integrated management software); or
    - c. operate under the same brand name, or brand names of the Firm (e.g. a franchise, or retailer).

NOTE For the sake of clarity, different brand names owned by the Firm may be eligible for separate Multi-Site Certification, or may at the sole discretion of the Authority be included under a single Multi-Site Certificate.

The following Firms are not eligible for Multi-Site Certificates:

- (a) Firms that do not have authority over the creation of companies (i.e. establishing new legal entities within the Firm that may join the certificate as an Assessable Location);
- (b) Firms that do not have authority over the purchasing or stocking of materials by each Assessable Location otherwise eligible to be covered by the certificate; or



- (c) Firms that do not have authority over the admission or removal of Assessable Locations from the certificate scope.

Any Assessable Location intended to be covered by a Multi-Site Certificate and not listed on a Multi-Site Certificate shall be considered a Certified Location only after publication by the Authority of a Certificate on the ACRS website listing that site.

The Firm shall submit the required information for each Assessable Location to the Authority, together with the Firm's written request to include the new Assessable Location/s under the Firm's Certification (See "Extension, or reduction of Certification", above).

## 5.5 Evaluation

### 5.5.1 General

The Authority shall send a Representative to the Firm at its sole discretion, but in any case, not less than once in any Year in which the Firm is supplying Assessable Materials for which it holds a Certificate, for the purpose of evaluating that the Firm is fulfilling the Certification Requirements.

The Scheme operates on a three-Year cycle of assessment.

The types of the evaluation that may be undertaken are:

- (a) Document System Evaluation: The evaluation of:
- i. the Firm's Quality Management System;
  - ii. reporting to the Authority every quarter of all materials, and their sources, that are of the same type (e.g. profile, size, grade) as Approved Materials held, used, or supplied by the Firm, from whatever source they originate and to whatever standard supplied (either to, or by the Firm), including of any Assessable materials rejected as noncompliant, and any complaints received regarding Assessable Materials supplied;
  - iii. Review of stockkeeping, segregation, quarantining and recall procedures, and their effectiveness
  - iv. any required supporting documentation supplied to the Authority by the Firm for any Assessable Materials, or any other materials held or supplied by the Firm; and
  - v. internal reviews of received Assessable Materials undertaken by the Firm during each quarter; and
  - vi. reporting of any nonconformity, or complaint related to any Assessable Materials, and the preventative and corrective actions taken by the Certificate holder.
- (b) Full Evaluation: A scheduled full, detailed assessment of the Firm's Assessable Locations that is the subject of evaluation. A Full Evaluation shall be conducted on first evaluation and subsequently as may be required by the Authority. This is the first evaluation in every three-Year assessment cycle, and additionally as directed by the Authority. Failure to allow a Full Evaluation shall be considered a Refusal to Grant Access.



- (c) Surveillance Evaluation: A subsequent scheduled, annual evaluation, or as directed by the Authority. Surveillance Evaluations are normally undertaken in each of Years two and three of the three-Year assessment cycle, subject to continuing demonstration of Client conformity to the Certification Requirements.
- (d) Additional Evaluation: Any Additional Evaluation necessary to meet the Certification Requirements of the Scheme where a Noncompliance has been issued by the Authority, or any Nonconformity has been identified that, in the sole opinion of the Authority, requires further evaluation prior to the next scheduled evaluation, or an evaluation required at the cessation of certification, or otherwise as may be directed by the Authority. The timing of any Additional Evaluation shall be determined solely by the Authority. Any Additional Evaluation shall be at the Firm's cost. Failure to allow an Additional Evaluation shall be considered a Refusal to Grant Access.
- (e) Forensic Audit: An evaluation conducted at any location of a Certified Firm, or other location identified by the Authority, where the Authority is of the reasonable opinion that a detailed inspection focussing on a specific aspect or aspects of the Applicant or Certified Firm's processes, procedures, documents, or materials is warranted to establish necessary confidence that the Firm is meeting Certification Requirements. Any Forensic Audit shall be at the Firm's cost. Failure to allow a Forensic Audit shall be considered a Refusal to Grant Access.
- (f) Unscheduled Evaluation: An evaluation conducted at any location of a Certified Firm, where the Authority is of the reasonable opinion that an inspection with no forewarning of evaluation is necessary to confirm the compliance of the Firm with the Scheme. An Unscheduled Evaluation shall be undertaken at the sole discretion of the Authority and shall be at the Firm's cost. Failure to allow an Unscheduled Evaluation shall be considered a Refusal to Grant Access.
- (g) Verification testing: Materials testing that may at the sole discretion of the Authority be required to evaluate the compliance of the Firm and products with the Certification Requirements. Verification testing includes the independent selection of samples by the Representative during any of the above evaluations, or from the Firm's customers, or from the market. Verification testing shall be at the Firm's cost. Verification testing shall not normally form part of an Evaluation under this Scheme. However, should the Authority determine such testing is justified, refusal by the Firm to allow verification testing shall be considered a Refusal to Grant Access.

NOTE For the sake of clarity, Additional Evaluations, Forensic Audits, and Unscheduled Evaluations are additional to any scheduled Evaluations, and will be charged additionally to normal fees and charges.

Evaluation and independent verification testing shall be undertaken by competent persons and organisations, as prescribed in the ACRS Management System.

### 5.5.2 Timing of Scheduled Evaluations

The timing of a scheduled Evaluation shall be determined solely by the Authority. A scheduled Evaluation shall (unless conducted earlier) normally occur 12-months after either the date of receipt of initial application (for the first Surveillance Evaluation), or from the last scheduled Evaluation, as determined by the Authority. Subsequent annual Evaluations shall normally occur



12-months, but no later than 13-months, after the last scheduled Full or Surveillance Evaluation, as determined by the Authority.

NOTE For the sake of clarity, Additional or Forensic Evaluations are additional to scheduled Evaluations.

Failure to allow a Surveillance Evaluation shall be considered a Refusal to Grant Access.

### 5.5.3 Evaluation of Secondary Locations

Upon receipt of an application for Certification of a facility as a Secondary Location, the Authority will undertake an Evaluation in accordance with these Rules. Upon successful completion of the Evaluation the Secondary Location status of the facility and the Primary Location to whose Certificate it is deemed attached will be confirmed and listed on the ACRS website under that Certificate entry.

Secondary Locations are deemed certified under a Primary Location Certificate, subject to the following conditions:

- (a) all data from the Primary Location and from each of its Secondary Locations shall be reported in accordance with these Rules;
- (b) each Secondary Location shall have in place a quality management system that fulfils the requirements of ISO 9001, or similar procedures as may be approved by the Authority, that are broadly similar to those of the Primary Location. These procedures and their operation shall be verified at evaluation;
- (c) the Authority reserves the right to visit and/or sample materials from a Secondary Location to ensure compliance with the requirements of the Scheme at any time;
- (d) Secondary Locations shall be assessed individually. Such locations will be assessed at least once in every three-Year period.

Any location not included above is classified a “Depot Location” and is deemed certified under the Primary Location certification.

### 5.5.4 Evaluation of Depot Locations

Depot Locations are subject to the provisions of this Scheme.

The Group shall provide the Authority in writing with details of all Depot Locations (e.g. Ports of entry, and product stockists).

Depot Locations shall be subject to Evaluation at the sole discretion of the Authority, and to issue of Certificates where appropriate.

Where a Depot Location is not a Certified Location it shall be certified under a Primary Location, unless the Certified Firm is notified in writing by the Authority of any exemption.

### 5.5.5 Evaluation of quality management systems

During Evaluations, the Client shall demonstrate fulfilment of the Traceability Requirements, and any Transformation of Assessable Materials, is managed in accordance with a quality management system that is certified as fulfilling the requirements of ISO 9001, or similar



procedures as may be approved by the Authority.

As part of demonstrating to the Authority the fulfilment of ISO 9001 requirements, the Authority may take into account existing certificates related to the quality management system, or may require the Client to seek and obtain ISO 9001 certification from the Authority.

Documentation shall be available demonstrating an unbroken chain of Certification of all Assessable materials supplied by the Firm.

### **5.5.6 Acceptance of Third-Party FPC Reports for Assessable Locations**

ACRS may, at its sole discretion, accept the Factory Production Control (“FPC”) report produced by such third-party Conformity Assessment Body (“CAB”) as may be acceptable to the Authority. Such CAB FPC reports shall provide at least the minimum information and verification requirements of this Scheme. Where such a FPC report is acceptable to the Authority, the requirement for FPC site assessment to be undertaken by the Authority may be waived. Otherwise, the Authority shall undertake such additional review and evaluation as it deems necessary to complete the FPC requirements of this scheme. Such review and evaluation by the Authority shall be at the Firm’s cost.

**NOTE** For the sake of clarity, all requirements for validation of FPC activity shall be undertaken by ACRS, other than where such validation undertaken by a third-party is acceptable by ACRS.

Primary Locations shall always be subject to FPC evaluation by ACRS.

## **5.6 Conformity and Compliance**

The Firm shall provide evidence of its conformity with the Scheme at each evaluation and evidence of continued conformity with the Scheme through regular submission of information required by the Authority.

The Authority operates on the principle of ‘excellence’ not ‘perfection’. Any identified shortfall in performance shall be reported and classified as a Nonconformity or Noncompliance. Timeframes for rectification shall be communicated to the Firm at the time of evaluation or at other times, if the Authority deems it appropriate.

### **5.6.1 Noncompliance**

Noncompliance is a failure to meet the requirements of the Scheme.

Noncompliance may result in immediate suspension of certification of the location or locations concerned until the Noncompliance is resolved to the satisfaction of the Authority. Any Noncompliance shall be referred to the Audit and Assessment Committee and may result in termination of certification.

Verification of closeout of any Noncompliance shall require an Additional Evaluation.

#### **5.6.1.1 Examples of Noncompliance**

Examples of noncompliance with the requirements of this scheme include, but are not limited to:

- a. lack of an effective management system to manage supply of Approved Materials;



- b. failure to legitimately, effectively, and consistently apply the management system to Approved Materials owned or managed by the Firm;
- c. absence of independent information that demonstrates the origin of material;
- d. failure to establish and implement adequate control measures;
- e. absence of, or failure to implement, a complaint procedure;
- f. failure of the Firm to demonstrate that its risk assessment has been conducted in accordance with applicable requirements;
- g. failure to assess and mitigate risks related to mixing non-eligible materials with Approved Materials in the ACRS Certified supply chain;
- h. failure of the Firm to ensure that its suppliers have taken corrective action(s) determined by the Firm, or the Authority to ensure the Firm's conformity to the Scheme;
- i. the supply of Assessable Materials as Approved Materials that are outside the scope of the Approved Manufacturer's or Supplier's Scope of ACRS Product Certification;
- j. evidence that the Firm has manipulated information used to support its application or its Certification; NOTE: This includes consideration of the feedback received from stakeholders.
- k. failure to provide information required to be publicly available
- l. failure to provide to the Authority information required by the Scheme.

### 5.6.2 Nonconformity

A Nonconformity is an identified shortfall in performance that, when assessed in relation to other audit outcomes, indicates a risk of the Firm not meeting the requirements of the Scheme. A Nonconformity shall be corrected by the due date set by the Representative. Documentary evidence of rectification is required.

Any identified Nonconformity shall be reported to the Audit and Assessment Committee for its information and review.

Verification of Nonconformity closeout may, at the sole discretion of the Authority, require an Additional Evaluation. Otherwise, closeout shall be verified at the next scheduled evaluation.

### 5.6.3 Requirements for Secondary and Depot Locations

Any Nonconformity or Noncompliance discovered at a Secondary Location, or at a Depot Location shall be issued to the Primary Location as if that Nonconformity or Noncompliance were discovered at the Primary Location. The Primary Location shall be responsible for necessary corrective and preventative actions and closing out the Nonconformity or Noncompliance. Failure to correct an identified Nonconformity or Noncompliance issued for a Secondary Location shall be treated as if the Primary Location has failed to close out the identified Nonconformity or Noncompliance.



## 5.7 Decision

The Board is the sole authority by which Certificates may be granted or withdrawn, and acts through the Audit and Assessment Committee, subject to such conditions that the Board may from time to time impose.

After review of the evaluation evidence by the Authority, the Authority may issue Certificates with or without conditions.

## 5.8 Certificates

### 5.8.1 Types of Certificate

Upon successful completion of the Evaluation, the Authority will issue a Certificate with the relevant scope of certification and range of Approved Materials for the type of business concerned.

#### 5.8.1.1 Producer Certificates

Certificates (including ACRS Technical Approvals) issued under the ACRS Product Certification Scheme include within their scope traceability of Approved Materials, either as manufacturers (e.g. a steel mill, or an ancillary product manufacturer), or as a downstream receiver and onward supplier of Approved Materials (e.g. a rebar processor, or a welded section fabricator).

Producer certificates issued under the ACRS Product Certification Scheme demonstrate full traceability of materials to source, either directly or via other, appropriate ACRS certification in addition to the conformity of the Approved Materials to Product Requirements.

#### 5.8.1.2 Supplier Certificates

Supplier certificates issued under the ACRS Product Certification Scheme demonstrate full traceability of materials to source, either directly or via other, appropriate ACRS Certification.

#### 5.8.1.3 Traceability Certificates

Certificates issued under the ACRS Product Traceability Scheme demonstrate full traceability of materials to source, either directly or via other, appropriate ACRS Certification. A Traceability Certificate shall not replace the requirement for a Product Certificate. A Traceability Certificate may be issued to an entity such as a Trader, a Distributor, a Supplier, or a Customer (e.g. a building contractor).

### 5.8.2 Ownership of Certificate

A Certificate shall at all times remain the property of the Authority and shall be returned to the Authority immediately upon request, together with any and all copies of that Certificate made by the Firm.

### 5.8.3. Transfer of Certificates

A Firm's right to Use the Certificate and Certification Mark is not transferable without the prior written permission of the Authority.

### 5.8.4 Term of validity of a Certificate



A Certificate is valid during one calendar year, subject to the terms of these Rules. A Certificate's term of validity shall be renewed annually.

### **5.8.5 Register of Certified Firms**

A register of Certified Firms shall be kept by the Authority and shall be open to inspection by the public at the registered office of the Authority. The list of Firms and Certificate details shall be published from time to time, including on the Authority's website.

## **5.9 Use of the Mark**

Certified Firms may use the ACRS mark in accordance with these Scheme Rules, the Certification Agreement and any policies or procedures that may be issued by the Authority from time-to-time.

## **5.9 Surveillance**

The Authority may during the entire period of validity of a Certificate make or entrust a Representative to make evaluations deemed necessary using the methods and frequencies indicated in the Certification Requirements. Checks shall ensure that the Certification Requirements applicable to each Certified Firm are applied and that conformity is maintained.

As part of surveillance the Authority may take samples from the Client, the Client's customers or the market and have them independently tested to verify conformity with Certification Requirements.

## **5.10 Refusal to Grant Access**

Refusal by the Certified Firm to grant a Representative access for any scheduled or unscheduled evaluation, or to provide the Authority with any required information may, at the sole discretion of the Authority, result in immediate suspension of all Certificates of any classification then held by the Certified Firm until, until such time as the Authority is again satisfied that the Certified Firm, in its entirety, is meeting its obligations under the Scheme.



## 6 CESSATION OF CERTIFICATION

### 6.1 Notice of Voluntary, Permanent Withdrawal from the Scheme (Relinquishment)

If a Certified Firm does not intend to renew its certification at the end of a term of validity, it shall inform the Executive Director in writing with a minimum of six (6) calendar months' notice of its intention not to renew Certification for the next term of certificate validity.

### 6.2 Timing of Voluntary, Permanent Withdrawal from the Scheme

Regardless of the date of notification of voluntary permanent withdrawal by the Firm, permanent withdrawal from the Scheme may only occur at the end of the term of Certificate validity (31 December, annually).

During any period of time remaining after such notification, the Certified Firm shall remain subject to the full requirements of the Scheme, including liability for payment of all associated fees and charges and the payment for and undertaking of any due Evaluations, reporting and testing for all Assessable Locations.

### 6.3 Temporary Withdrawal

The Certified Firm may temporarily suspend its Certification within the current Calendar year of certification. It shall give the Authority written notification of the reasons for and the expected time of Temporary Withdrawal. The Certified Firm shall make all changes to and necessary notifications in its Communication Media. Based on this information the Authority shall inform the Certified Firm of the terms and conditions for temporary or permanent cessation of Use of the Certification Mark.

During any period of Temporary Withdrawal, the Certified Firm shall remain liable to maintain the Certification Requirements of this Scheme and upon resumption the process for of resumption of certification shall require successful re-evaluation, which shall be at the Firm's cost.

For the sake of clarity, a Temporary Withdrawal shall automatically become a Voluntary, Permanent Withdrawal at the 31 December following receipt by the Authority of the written notification of Temporary Withdrawal, unless by 31 December the Authority has received written notification by the Firm of the resumption of Certified status and the Authority has confirmed the Firm's compliance with the Scheme.

### 6.4 Termination for Noncompliance

If a Firm is not in compliance with the requirements of the Scheme, the Authority may, at its sole discretion and subject to the provisions of these Rules:

- (a) terminate, or refuse to grant or renew a Certificate; and



(b) require the Firm to discontinue the Use of the Certification Mark or any claim of compliance or association with the Scheme with immediate effect;

until the Authority is satisfied that compliance is achieved, or pending the result of an appeal by the Firm. Such decisions and the grounds for them shall be communicated to the Firm in writing.

NOTE Examples of the reasons for termination and withdrawal of a Certificate include, but are not limited to:

- frequent noncompliance with any of the specified requirements, or other criteria specified in the relevant Standard or Schedule;
- nonconformities uncorrected by the due date;
- misuse of the Certification Mark, or failure to use it in accordance with these rules;
- refusal to allow the Authority to carry out Evaluation, or hindrance of the Authority during an Evaluation;
- refusal to produce documentary evidence of monitoring results;
- Supply, or Distribution of Assessable Materials outside the Firm's scope of Certification;
- Noncompliance during the period of exit leading to Permanent Withdrawal, or Noncompliance during any period of Temporary Withdrawal;
- any circumstances which in the opinion of the Authority may affect the confidence of the public, or authorities in the reliability of the Scheme; and
- failure to pay due fees and charges.

The Authority may, at its sole discretion, insist that the Firm undergoes a re-evaluation, resubmitting any information required by the Authority before renewing or granting a Certificate, or an Exemption, or allowing Temporary or Permanent Withdrawal from the Scheme. Any re-evaluation shall be at the Firm's cost.

## 6.5 Suspension of Certification for Serious Nonconformity

If a Firm is not in compliance with the requirements of the Scheme, the Authority may, at its sole discretion and subject to the provisions of these Rules, revoke and replace the current Certificate, with such changes to the scope of certification as the Authority considers necessary.

Such decisions and the grounds for them shall be communicated to the Firm in writing.

The Authority may, at its sole discretion, insist that the Firm undergoes re-evaluation, resubmitting any information as the Authority may require before renewing or granting a Certificate. Any re-evaluation shall be at the Firm's cost.

## 6.6 Public Notification

Any Firm voluntarily relinquishing a Certificate, or having its Certificate suspended or withdrawn, shall be listed on the Register of Certified Firms with a note stating the reason for the withdrawal (i.e. "voluntary withdrawal", "temporary suspension" or "terminated for noncompliance"). The Authority may also require the Firm to make public notifications, including product recalls, and may make its own public communications as it deems necessary of any change of status.



## 7 FEES AND CHARGES

### 7.1 Fees and Charges

The Firm shall pay:

- (a) an evaluation fee for the initial and each subsequent evaluation for each Assessable Location and process;
- (b) a non-refundable fee of 15% of the total evaluation fees is due for all Assessable Locations and processes, at initial application and each Year thereafter. The application fee is included in the total evaluation fees charged for each production process;
- (c) any additional costs incurred by the Authority in the course of evaluation, such as travel, testing, freight of samples, etc., not otherwise included in the evaluation fee;
- (d) the fees for any additional visits, evaluations, surveillance, supervision, or testing incurred by the Authority in assessing a Firm under the Scheme, or due to the Firm's noncompliance with the terms of the Scheme; and
- (e) any other charges reasonably incurred by the Authority in administering the application for, or certification of any Firm under the Scheme.

### 7.2 Refund Policy

Should an Applicant Firm decide not to proceed to completion of its evaluation process, any unexpended evaluation fees received from the Applicant Firm shall be refunded, less the 15% application fee, plus any costs incurred by the Authority. Certification fees, or minimum administration payments are not refundable.

### 7.3 Financial Conditions

The financial conditions for authorisation to Use the Certification Mark are included in the Certification Agreement between the Authority and the Certified Firm. It is an absolute requirement that a Firm shall have paid all monies owed to the Authority to be granted or to retain its Certificates.



## 8 APPEALS AND COMPLAINTS

### 8.1 Appeals

An Applicant or Certified Firm may appeal a certification decision of the Authority.

Any appeal by the Firm shall be in accordance with the appeals procedure (OPS 009) that shall be provided by the Authority upon request. The Appeals Panel will then investigate, and as necessary, hear the appeal and decide on the appeal based on the application of the Scheme Rules. The Appellant may attend the hearing of the appeal.

### 8.2 Complaints

There are several forms of complaints recognised under these Scheme Rules as follows:

- (a) complaints received by Certified Firms from their customers regarding the performance of materials supplied to Product Requirements certified by the Authority;
- (b) complaints made to the Authority, normally by users of materials and/or products, in relation to the performance to Product Requirements certified by the Authority;
- (c) complaints made to the Authority, normally by customers, or users of materials and/or products, regarding the supplier's performance to Traceability Requirements certified by the Authority;
- (d) complaints made to the Authority by its Certified Firms, or other parties, regarding the performance of the Authority or any of its officers or Representatives;
- (e) misrepresentation of ACRS certification; and
- (f) complaints received by the Executive Director from a Representative regarding bullying, harassing, intimidatory, or coercive conduct by a Client or their representative in the Evaluation process, or in performing any other of the Representative's duties.

A complaint shall be deemed to have been received when:

- (a) a written complaint has been submitted from the complainant;
- (b) the nature of the complaint corresponds to one of the categories listed above; and
- (c) the complainant has direct or first-hand access to the basis of the complaint.

All complaints shall be addressed as quickly as possible.

#### 8.2.1 Complaints received by Certified Firms about Approved Materials

Certified firms shall have a complaints registration and resolution procedure, which allows for investigation of the complaint and undertaking corrective or preventative action. Records of complaint handling by the Certified Firm shall be made available for review during evaluations. The Certified Firm shall report the occurrence of such complaints in each quarterly data submission to the Authority.



### **8.2.2 Complaints received by the Authority about Approved Materials**

In the first instance the Authority will endeavour to identify and provide the complaint to the relevant Certified Firm for resolution.

Where the complainant is dissatisfied with the response, or if the Authority is concerned about the Certified Firm's adherence to the Scheme Rules or Certification Requirements, the Executive Director may investigate the complaint further, including requesting any further information from the Certified Firm, undertaking any further evaluation activities or initiating verification testing at the expense of the Certified Firm.

### **8.2.3 Complaints about the Authority's services or personnel**

Complaints received by the Authority in relation to its certification services and personnel shall be investigated by the Executive Director in accordance with the Management System.

### **8.2.4 Complaints about the misrepresentation of ACRS Certification**

Complaints received by the Authority in relation to misrepresentation of ACRS Certification shall be investigated by the Executive Director in accordance with the Management System.

### **8.2.5 Complaints of improper conduct towards a Representative**

Complaints received by the Executive Director of alleged bullying, harassing, intimidatory, or coercive conduct towards a Representative by or on behalf of a Client will be investigated by the Executive Director or their designate.

The Executive Director may require further information from the Client, which may include interviewing the Client's personnel about the conduct complained of.

If the Executive Director finds that the conduct complained of occurred, the Authority may refuse an application, or suspend or terminate a Certificate.

A Client the subject of such a complaint must assure the Executive Director, to the Executive Director's reasonable satisfaction, that it will prevent any further improper conduct before the Authority will continue with its Evaluation process, or reinstate a Certificate.



## 9 SERVING NOTICE UNDER THE SCHEME

### 9.1 By the Authority:

Any notice issued to the Firm by the Authority shall be in writing and signed by or on behalf of the Authority and may be served by:

- (a) email to the address on file of the Firm's nominated representative; and /or
- (b) leaving it or sending it by prepaid recorded delivery or registered post at or to its address for the time being (registered office where applicable). Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight 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 clause.
- (c) The parties' addresses, email addresses and facsimile numbers are as specified in Schedule A of the Certification Agreement, or as otherwise notified in writing to the Authority.

General statements regarding the Scheme for public information are deemed to be served when uploaded to the Authority's website at [www.steelcertification.com](http://www.steelcertification.com).

### 9.2 By a Firm

Any notice issued by the Firm to the Authority shall be in writing, sending it by prepaid recorded delivery, or registered post at or to its address for the time being (registered office where applicable), or by email to the Executive Director. Any notice so served by post shall (unless the contrary is proved) be deemed to have been served forty-eight 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 clause.

A notice given in accordance with this clause is taken to be received by the Authority:

- (a) if hand-delivered, upon delivery at the Authority's registered address;
  - i. if sent by pre-paid post, upon delivery at the Authority's registered address;
  - ii. if sent by facsimile, when the Authority confirms successful receipt of the total number of pages of the notice; or
- (b) if sent by email, when
  - i. the Authority's email system confirms receipt of the email, and;
  - ii. that the email and all attached files are readable by the Authority.

The date of receipt of the communication is the Business Day of receipt if received prior to 2:30pm or if later, at 9:30am on the following Business Day.

In this clause, Business Day means a day on which the Authority is open for general business.



## 10 CONFIDENTIALITY

Unless otherwise agreed in writing by the Authority, the Client shall keep confidential all documents received from the Authority, with the exception of this document and any Certificates.



# 11 CHANGES AFFECTING THE SCHEME

## 11.1 Changes to the Rules

The Authority reserves the right to modify these Rules at any time. The Authority shall communicate changes via the ACRS website ([www.steelcertification.com](http://www.steelcertification.com)) and the Client shall be obligated to apply those changes.

No such alterations shall affect the right of any Client to Use Certification Mark or claim compliance with the Scheme unless the Client shall have been given notice in writing of such alteration by the Authority, who shall notify the Client of the date by which the Client shall comply with the altered Rules. This period shall not normally be less than six-months from the date of notification of the alterations, or at the commencement date of the Client's next issued Certificate/s, whichever is the soonest.

## 11.2 Changes to Legislation

The Authority shall comply with all relevant, applicable national and international laws, Rules, Product Requirements, and Traceability Requirements in force concerning the right to Use the Certification Mark or the conditions for obtaining said right. The Authority shall communicate all changes via the ACRS website and the Certified Firm shall be obligated to immediately apply all modifications resulting from said changes.