

1 Area of applicability

These conditions are part of the contractual agreement (hereinafter "Certification Agreement") between DEKRA Certification GmbH (hereinafter DEKRA Certification) and organizations certified or to be certified against the "Quality management systems requirements for automotive production and relevant service parts organizations – IATF 16949" (hereinafter referred as "IATF 16949").

These conditions are applicable if not in violation of:

- a) any law and/or statutory/regulatory requirement
or
- b) the requirements defined in the most recent "Automotive certification scheme for IATF 16949 - Rules for achieving and maintaining IATF recognition" including all valid Sanctioned Interpretations and the global Corona waiver - to be found on the website www.iatfglobaloversight.org - (hereinafter "IATF rules").

In case of any conflict, the solution shall be closest to the applicable legal requirements, or the judgement of the authorized IATF oversight office, or the IATF rules (in this order).

The below stated regulations in Section 2 of this document are a nonexhaustive enumeration.

2 Certification according to IATF 16949

For certifications against IATF 16949 the stipulations contained in most recent version of the IATF rules also form a constituent part of the contractual relationship between DEKRA Certification and its clients.

2.1 Certification agreement (IATF Rules 3.1)

- a) the client shall notify DEKRA Certification of any changes (See IATF Rules 3.2);
- b) the client cannot refuse an IATF witness audit of DEKRA Certification;
- c) the client cannot refuse the presence of a DEKRA Certification internal witness auditor;
- d) the client cannot refuse the presence of an IATF representative or their delegates;
- e) the client cannot refuse the request of DEKRA Certification to provide the final report to the IATF;
- f) the only use of the IATF logo related to this certification scheme is as displayed on and as an integral part of the certificate issued by DEKRA Certification. Any other uses of the IATF logo separately or not, is prohibited;
- g) consultants to the client cannot be physically present at the client's site during the audit or participate in the audit in any way.

A violation of one of the clients obligations in clause 2.1 must be considered as material breach of the certification contract and may result in a withdrawal of the certificate as stated in clause 2.9

2.2 Notice of changes (IATF Rules 3.2)

The client shall inform DEKRA Certification without delay, of matters that may affect the capability of the management system to continue to fulfill the requirements of the IATF 16949 certification.

These include, for example, changes relating to:

- a) legal status;
- b) commercial status (e.g. joint venture, sub-contracting with other organizations);
- c) ownership status (e.g. mergers and acquisitions);
- d) organization and management (e.g. key managerial, decision-making, or technical staff);
- e) contact address or location;
- f) scope of operations under the certified management system;
- g) IATF subscribing OEM customer special status (See IATF Rules 8.0 and 10.0);
- h) transfer to a new IATF-recognized certification body;
- i) major changes to the management system and processes.

Failure by the client to inform DEKRA Certification of a change is considered as a breach of the legally enforceable agreement and should result in the issuance of a major nonconformity.

DEKRA Certification may need to conduct a special audit in response to the changes listed above. The additional costs have to be borne by the certified organization.

2.3 Audit day determination (IATF Rules 5.2 & SI 26)

If the client does not meet the IATF OEM quality and/or delivery targets specified in the IATF OEM scorecard(s), DEKRA Certification shall increase the total audit days by the hours listed in the table below.

The only exception is if the client can provide evidence of effective implementation of the corrective actions for the quality and/or delivery performance issues, then no increase is applied. This increased audit time shall be determined after all permitted reductions have been applied, but before the rounding per 5.2 p). The increase shall be applied to the current audit.

	Number of IATF OEM customers where quality and/or delivery targets are not being met	
Number of employees	1 – 2 IATF OEMs	3 or more IATF OEMs
< 500	4 hours	6 hours
500 - 3000	5 hours	7 hours
> 3000	6 hours	8 hours

Note 1: The increase in audit days applies only to surveillance, transfer or recertification audits.

Note 2: This requirement does not apply if the audited organization is an IATF OEM.

Note 3: In a Corporate audit scheme, the increase in audit days applies only to the manufacturing site(s) where the IATF OEM quality and/or delivery targets are not being met.

2.4 Supporting activities (IATF Rules 5.5)

Supporting functions on site or remote shall be audited as required to support a site and shall be included in the initial stage 2 audit, at least once more during the surveillance audit cycle and at the recertification audit.

The only exception is that client with product design responsibility shall have their design function(s); onsite or remote, audited at least once within each consecutive twelve (12) month period.

When planning the initial stage 2 audit, the remote supporting function shall be audited prior to the site.

In situations where remote supporting functions support many sites and these sites are audited by more than one certification body, the client has two options:

Option 1: each certification body may audit the remote supporting location(s).

Option 2: DEKRA Certification may accept the audit by another certification body of the remote supporting locations subject to the following conditions being met prior to each audit:

- a) the audit was conducted to IATF 16949 by an IATF-recognized certification body;
- b) the audit covered the complete product scope of those functions, consistent with the process-based audit approach;
- c) the client provides to the certification body, prior to the audit, a copy of the audit plan, audit report, all findings, all corrective actions, and all verification actions by the other certification body. This information shall be in the language agreed between the client and the certification body;
- d) the information confirms that all the interfaces between the remote supporting location and the site were audited by the other certification body;
- e) verification of the client's corrective actions are conducted by the certification body that audited the remote supporting location. Copies of all onsite verification activities reports shall be provided by the client to the certification body.

When the conditions for Option 2 cannot be met, DEKRA Certification shall notify the client and go back to Option 1.

2.5 Nonconformity management (IATF Rules 5.11)

2.5.1 Major nonconformities (IATF Rules 5.11.1)

The client shall submit, within a maximum of 20 calendar days from the closing meeting of the site audit, evidence of the following:

- a) implemented correction;
- b) root cause including methodology used, analysis, and results;
- c) The client shall submit, within a maximum of 60 calendar days from the closing meeting of the site audit, evidence of the following:
- d) implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products;
- e) verification of effectiveness of implemented corrective actions.

2.5.2 Minor nonconformities (IATF Rules 5.11.2)

The client shall submit, within a maximum of 60 calendar days from the closing meeting of the site audit, evidence of the following:

- a) implemented correction;
- b) root cause including methodology used, analysis, and results;
- c) implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products;
- d) verification of effectiveness of implemented corrective actions

2.5.3 Certification decision (IATF Rules 5.11.3 & SI14)

The decision regarding the acceptability will be taken within a maximum of 90 calendar days from the closing meeting of the site audit.

If found acceptable, the nonconformity shall be closed and DEKRA Certification shall verify the effective implementation of the identified corrective actions at the next audit (See IATF Rules 5.2 and 5.11.5), unless a special audit was conducted (See IATF Rules 5.11.4 and 7.2)

If found not acceptable, DEKRA Certification shall resolve the outstanding issues with the client within a maximum of 90 calendar days from the closing meeting of the site audit. If the resolution cannot be completed, the nonconformity shall be considered as rejected. The final audit result shall be considered as failed and the IATF-database shall be updated accordingly. The certification decision shall be negative (See IATF Rules 5.12 a-d) and the client shall start with an initial certification audit (Stage 1 and Stage2) The current valid certificate shall be withdrawn.

In exceptional case(s) where the corrective actions cannot be completed within a maximum of 90 calendar days from the closing meeting of the site audit, DEKRA Certification shall consider the nonconformity open but 100% resolved when following conditions have been met:

- containment of the condition to prevent risk to the customer has been taken, including a review of the systematic impact on the clients processes;
- documented evidence of an acceptable action plan, instructions, and records to demonstrate the elimination of the nonconformity condition, including a review of the systematic impact on the client's processes;
- scheduled onsite special audit based on the accepted action plan and prior to next audit (See IATF Rules 7.2)

2.5.4 Onsite verification of major nonconformities (IATF Rules 5.11.4 & SI15)

In cases of a major nonconformity, DEKRA Certification shall conduct a special onsite audit (See IATF Rules 7.2) for the verification of the corrective actions DEKRA certification shall complete the special audit within a maximum of 90 calendar days from the closing meeting of the site assessment.

In cases where the accepted corrective action plan for a major nonconformity is found not to be effectively implemented, the audit result shall be considered as failed, the IATF database shall be updated, and the certificate withdrawn. (See IATF Rules 8.4)

2.5.5 Onsite verification of minor nonconformities (IATF Rules 5.11.5 & SI15)

Onsite verification of the corrective action for a minor nonconformity within a maximum of 90 calendar days from the closing meeting of the site audit is at the discretion of DEKRA certification based on the knowledge and experience.

In cases where the accepted corrective action plan for a minor nonconformity is found to be not effectively implemented, a new major nonconformity shall be issued against the corrective action process (See IATF 16949; clause 10.2) and the previous minor nonconformity reissued as a major nonconformity.

2.6 Transfer audits (IATF Rules 7.1)

- The previous certification body shall be recognized by IATF;
- the existing certificate shall be valid;
- the client applying for transfer shall not have transferred from another IATF recognized certification body within the previous three-year period;
- there must be a minimum of three years (-3 months), or 2 years and 9 months minimum, between two transfer audits;
- the client cannot be in any IATF OEM special status condition, or have their current certificate in suspension, cancelled or withdrawn status;
- the new certification body shall not transfer a client in any IATF OEM special status condition until after the existing certification body has conducted at least one onsite audit to verify the effective implementation of the identified corrective actions;
- if the certificate was suspended within the previous 12 months and the suspension was initiated due to clauses 8.1. a), b) or c) of the IATF Rules, the new certification body shall not transfer the client until after the existing certification body has conducted at least one onsite audit to verify the effective implementation of the identified corrective actions;
- the client shall provide the new certification body with the audit reports from the previous 3 years including evidence that all findings issued by the existing certification body for the site and any remote support functions are closed. 100% resolution is not acceptable;
- a transfer is possible after the relevant IATF Oversight Office has verified the information and approved the transfer, the contract between the client and DEKRA Certification will come in effect after the approval from IATF Oversight;
- the client shall notify the previous certification body about their intent to transfer.

2.7 Special audits (IATF Rules 7.2 & SI2)

It may become necessary to conduct special audits:

- to investigate performance complaints (See IATF Rules 8.1 a) and 8.1 b);
- in response to changes to the client's quality management system (See IATF Rules 3.2);
- significant changes at the client's site;
- as a result of a suspended certificate (See IATF Rules 8.3);
- to verify the effective implementation of identified corrective actions for major nonconformities (See IATF Rules 5.11.4);
- to verify the effective implementation of identified corrective actions for nonconformities considered open but 100% resolved (See IATF Rules 5.11.c);
- to verify the implemented corrective actions showing improvement in the achievement of the customer performance indicators;
- as a result of a withdrawn certificate (see IATF Rules 8.7).

A special audit and the reason for the special audit shall be entered into the IATF database within 20 calendar days from the closing meeting of the audit.

2.8 Decertification process (IATF Rules 8)

2.8.1 Analysis of situation (IATF Rules 8.2)

DEKRA Certification shall undertake immediate analysis of the situation to determine the severity of the situation and risk to the customers of the certified client, taking into account, where applicable, IATF OEM customer-specific requirements.

When the affected site is part of a corporate audit scheme, the analysis shall include a review of the concern and its impact across all sites.

2.8.2 Certificate suspension decision (IATF Rules 8.3)

Based on the situation analysis (see IATF Rules 8.2), the DEKRA Certification decision function shall make the decision to suspend or not suspend the certificate within a maximum of 20 calendar days from the start date of the decertification process.

If the initiation of the certificate decertification process is related to IATF Rules 8.1 c) (containing a major nonconformity) or 8.1 e) (surveillance audit not conducted on time), the certificate decision shall be to suspend the client certificate.

In situations where the decision is to suspend the certificate, the decision shall be communicated to the client within a maximum of 10 calendar days and the IATF database shall be updated. DEKRA Certification shall request the client to provide a corrective action plan within a maximum of 20 calendar days of the notification to suspend.

In the situation where the surveillance audit is not conducted within the allowable interval and timings, DEKRA Certification shall reschedule and conduct the surveillance audit within 90 calendar days from the suspension of the certificate.

In situations where the decision is not to suspend the certificate when minor nonconformities have been issued, the client shall follow the normal process for nonconformity management (see IATF Rules 5.11). In all other situations, the timings as defined in the IATF Rules 8.8 flow chart shall be maintained.

Certificate suspension is a temporary status not exceeding 110 calendar days (see IATF Rules 8.8 flowchart for a list of activities), which results in either the reinstatement or withdrawal of the certificate. During the suspension period, the certificate remains valid and is still recognized by the IATF.

2.8.3 Verification (IATF Rules 8.4)

DEKRA Certification shall verify the effective implementation of the identified corrective actions from the certified client within a maximum of 90 calendar days from the start of the decertification process. The decision to conduct onsite verification shall be at the discretion of DEKRA Certification.

In situations where the decertification process has been initiated due to major nonconformities (see IATF Rules 8.1 c), DEKRA Certification shall conduct onsite verification (see IATF Rules 5.11.4) and the onsite audit shall be considered a special audit (see IATF Rules 7.2) and be entered in the IATF database.

In situations where the decertification process has been initiated due to a special status condition from an IATF OEM (see IATF Rules 8.1 b and 10.0), DEKRA Certification shall conduct onsite verification and the onsite audit shall be considered a special audit (see IATF Rules 7.2) and be entered in the IATF database.

In situations where the decertification process has been initiated due to a surveillance audit not conducted on time (see IATF Rules 8.1 e), the onsite audit shall be the rescheduled surveillance audit and be entered in the IATF database.

2.9 Certificate withdrawal (IATF Rules 8.7)

If DEKRA Certification decided to withdraw the certificate, the client shall return the certificate.

In the case of certificate withdrawal within a corporate scheme, the withdrawal shall apply only to the affected site(s).

If the certificate was withdrawn due to ineffective implementation of corrective actions from a special audit (See IATF Rules 7.2) and the special audit was initiated as part of clause 8.1 a), b), or c), the client shall complete another special audit before an initial audit (See IATF Rules 6.4) is conducted. The special audit shall verify the effective implementation of actions related to issue(s) that led to certificate withdrawal.

The special audit shall be performed by either the existing certification body or by another IATF recognized certification body after the client has had time to implement effective corrective actions.

In cases where the client decides to stay with the existing certification body, an audit day reduction can be applied to the initial audit days (See IATF Rules 5.4). In cases where the client selects a new certification body, the client shall provide the new certification body with all audit reports and the status of all nonconformities from the previous 3-year audit cycle (See IATF Rules 6.1). The new certification body shall perform a review of the provided audit reports and all findings and review the action plan for the issue(s) that led to certificate withdrawal prior to conducting the special audit.

If during the special audit, the action plan is found not to be effectively implemented, the special audit shall be entered into the IATF database and as failed. The client shall have another special audit(s) until the action plan is found to be effectively implemented.

2.10 Additional costs resulting from the Certification Agreement

For any additional costs and efforts that occur in relation to the IATF certification (i.e. additional audit time, additional preparation time, special audits, verifications) the cost will be beared by the certified organization.

3. Final clause

If this document, or a part of it, is or becomes invalid or not applicable (despite any reason), the other clauses of this document or any other document outside this remain valid and applicable. If the whole document is not applicable the certification contract is not touched.