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1 PURPOSE


These general terms and conditions lay down the rules applicable in the context of missions entrusted to Belgorail for activities of:

- EC certification of railway products (interoperability constituents and structural subsystems) regarding technical specifications for interoperability (activities of notified body / suitable body for OTIF);
- conformity assessment of railway products (constituents and structural subsystems) regarding national technical rules mainly in Belgium, in the Grand Duchy of Luxembourg, in France and in Spain (activities of designated body);
- certification of railway products (rolling stock subsystem) regarding the Spanish technical specifications (activities of ETH certification body);
- certification of entities in charge of maintenance or of an entity in charge of a maintenance function (activities of ECM certification body);
- assessment of the management of risks regarding the common safety method for risk evaluation and assessment (activities of CSM-RA risk management assessment body);
- Safety assessment regarding the CENELEC standards 50126, -128 and -129 or IEC 61508 (activities of independent safety assessor ISA).
- certification of quality management systems according to the ISO 9001:2015 standard

2 DEFINITIONS

- 2.1 In terms of these general terms and conditions, the definitions applicable are those to be found:
- in European regulatory documentation (from the date of coming into force);
 - in national regulatory documentation transposing and/or completing European regulations;
 - in European normalization and, in particular, series EN ISO 17000 dealing with conformity assessment.
 - In international normalization and, in particular, ISO 9001 dealing with management system certification
- 2.2 The rights and obligations following from the legal definitions shall prevail over all other contractual specifications which may be included in the agreement.
- 2.3 In the context of the application of these general terms and conditions of service provision *to activities of notified body, designated body or ETH certification body*, by **applicant** shall be

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understood any manufacturer, contracting entity, main contractor, or representative¹ assuming sole and final responsibility for the conformity of the certified product and/or for the maintaining of the quality management system that is the subject of the certification.

- 2.4 In the context of the application of these general terms and conditions of service provision *to a maintenance system set up by an organisation in charge of maintenance*, **applicant** shall be understood as referring to the organisation in charge of the maintenance itself, an organisation assuming a part of the maintenance functions or a maintenance workshop.
- 2.5 In the context of the application of these general terms and conditions of service provision *to activities of CSM-RA risk management assessment body*, by **applicant** shall be understood the company, the organisation (proposer in the sense of the European regulation 402/2013/EU) responsible for implementing a change affecting the safety or the applicant of the certification of a railway product (cf. 2.3) when the application of the CSM-RA is required by a technical specification for interoperability or a national technical rule.
- 2.6 In the context of the application of these general terms and conditions of service provision *to activities of independent safety assessor ISA*, by **applicant** shall be understood the entity responsible for the establishment of the Safety Case of a generic product, a generic application or a specific application established in the framework of the implementation of the provisions of the CENELEC standards 50126, -128, -129 or the standard IEC 61508.
- 2.7 In the context of the application of these general terms and conditions of service provision *to a quality management system set up by an organisation*, **applicant** shall be understood as referring to the organisation itself responsible for the implementing and maintaining of the assessed quality management system .

¹The definitions of “manufacturer”, “contracting entity”, “representative”, “main contractor” are those to be found in the applicable technical specifications for interoperability as well as in the interoperability directive.

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3 GENERAL PRINCIPLES

For each stage in the assessment process, any official requirements applicable to assessed products and management or maintenance systems shall have precedence over any contractual obligations which may have been imposed by the applicant.

These general terms and conditions of service provision shall form an integral part of any assessment agreement confided to Belgorail in its capacity as notified body, as designated body, as ETH certification body, as ECM certification body, as CSM-RA risk management assessment body, as independent safety assessor ISA or as quality management system certifying body.

4 RIGHTS AND OBLIGATIONS OF THE APPLICANT

4.1 If the applicant is a representative, the operational obligations (access to premises, to files ...) are equally applicable to the mandating organisation.


4.2 When Belgorail acts in its capacity as notified body, as designated body or as ETH certification body, the rights and obligations shall be those laid down in:

- the directives, regulations and decisions of the European Commission and of OTIF which are directly applicable;
- the national transpositions of applicable European directives;
- where appropriate, the applicable national technical rules.

For each conformity assessment module of a product, the applicant agrees to respect the obligations as laid down in the regulations. Non-restrictively these obligations include:

- a choice of module compliant with the specifications applicable to the product in question;
- the presentation of technical documentation compliant with the requirements for the selected module selected (design, production, final tests, ... or management system);
- making available of one or more specimens of the product to be assessed for conformity;
- as part of carrying out its assessment missions, Belgorail must have access to the facilities, files, information and employees which or whom may have an influence on the assessment. This requirement is applicable to the applicant as well as to the production/design/test organisations if they are distinct from the applicant. The same conditions for access are applicable in the case of unannounced audits when the latter are provided for by the regulations;
- access by public authorities and accreditation bodies if required by them;
- access to files of processing of complaints;
- the obligation to inform Belgorail on significant modifications made to products, designs and management systems covered by the assessment. The modifications covered are those which might cast doubt on conformity with the applicable regulatory requirements

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or with the operational conditions foreseen for the product / the system;

- the transmission of all information necessary for enabling the assessment body to draw up the technical file when required to do so by the applicable regulatory requirements.

4.3 When Belgorail acts in its capacity as an ECM certification body, the rights and obligations shall be those as laid down in:

- the directives, regulations and decisions of the European Commission and the OTIF which are directly applicable;
- ECM certification – Application guide including explanations– ECM certification scheme ERA-GUI-09;
- ECM certification – Application guide including explanations – Maintenance workshop certification scheme ERA-GUI-11.

For each certification scheme of a maintenance system, the applicant agrees to respect the obligations as laid down in the regulations. Non-restrictively these obligations include:

- the presentation of documentation compliant with the requirements of the regulation 445/2011/EU and/or the ATMF annex A (hereinafter referred to as ‘the regulations’);
- as part of carrying out its missions as ECM certification body, Belgorail must have access to the facilities, files, information and employees which or whom may have an influence on the activity to be certified. The same conditions for access are applicable in the case of unannounced audits when the latter are provided for by the regulations;
- access by public authorities and accreditation bodies if required by them;
- access to files of processing of complaints;
- the obligation to inform Belgorail on significant modifications made to the maintenance system to be covered by the certification/attestation as part of the ECM certification body mission. The modifications in question are those which could cast doubt on compliance with the regulations;
- the transmission of all information required for enabling the ECM certification body to draw up the technical file that may be required by the applicable regulatory requirements.


4.4 When Belgorail acts in its capacity as a CSM-RA risk management assessment body, the rights and obligations shall be those as laid down in:

- the directives, regulations and decisions of the European Commission and the OTIF which are directly applicable;
- the national transpositions of applicable European directives.

For each assessment of risk management, the applicant agrees to respect the obligations as laid down in the regulations. Non-restrictively these obligations include:

- the presentation of documentation compliant with the requirements of the regulations

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352/2009/EC and 402/2013/EU;

- as part of carrying out its missions as CSM-RA risk management assessment body, Belgorail must have access to the facilities, files, information and employees which or whom may have an influence on the significant change. The same conditions for access are applicable in the case of unannounced audits when the latter are provided for by the regulations;
- access by public authorities and accreditation bodies if required by them;
- access to files of processing of complaints;
- the transmission of all information required for enabling the risk management assessment body to draw up the technical file that may be required by the applicable regulatory requirements.

4.5 When Belgorail acts in its capacity as an independent safety assessor ISA, the rights and obligations shall be those as laid down in:

- the CENELEC standards 50126, -128, -129 or the standard IEC 61508.

For each independent safety assessment, the applicant agrees to respect the obligations as laid down in the regulations. Non-restrictively these obligations include:


- the presentation of documentation compliant with the requirements of the CENELEC standards 50126, -128, -129 or the standard IEC 61508;
- as part of carrying out its missions as independent safety assessor, Belgorail must have access to the facilities, files, information and employees which or whom may have an influence on the safety of the product. The same conditions for access are applicable in the case of unannounced audits when the latter are provided for by the regulations;
- access to files of processing of complaints;
- access by accreditation bodies if required by them;
- the transmission of all information required for enabling the independent safety assessor to draw up the technical file that may be required by the applicable regulatory requirements.

4.6 When Belgorail acts in its capacity as an ISO 9001:2015 certification body, the rights and obligations shall be those as laid down in:

- ISO 9001:2015 standard;
- ISO 17021-1:2015 and ISO 17021-3:2018 Quality management system certification scheme

For each certification scheme of a Quality management system, the applicant agrees to respect the obligations as laid down in the standards. Non-restrictively these obligations include:

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- the presentation of documentation compliant with the requirements of the ISO9001:2015 standard (hereinafter referred to as 'the standard');
- as part of carrying out its missions as ISO 9001 certification body, Belgorail must have access to the facilities, files, information and employees which or whom may have an influence on the activity to be certified. The same conditions for access are applicable in the case of unannounced audits when the latter are provided for by the standards;
- access by public authorities and accreditation bodies if required by them;
- access to files of processing of complaints;
- the obligation to inform Belgorail on significant modifications made to the quality management system to be covered by the certification/attestation as part of the ISO 9001 certification body mission. The modifications in question are those which could cast doubt on compliance with the standard or the scope of the certification;

- 4.7 The applicant must respect at all times the applicable provisions of the assessment plan.
- 4.8 The applicant shall be bound to keep a record of all requests or appeals with regard to the conformity of a product, service, or system assessed by Belgorail under these general terms and conditions. This record shall be made available to Belgorail on demand.
- 4.9 The applicant shall take all appropriate measures following complaints or following any defect noted in a product, service or system which may have a direct effect on its compliance with the requirements of the assessment standards. Measures taken must be documented. The relevant files must be made available to Belgorail on demand.
- 4.10 The applicant must inform Belgorail of any railway incident or accident of which he has knowledge and whose cause would be assigned to a system, a subsystem, a constituent, a product, a process covered by an assessment/a certification that he obtained from Belgorail.

5 CHARACTERISTICS OF THE CERTIFICATE


5.1 Purpose

As part of its assessment missions, Belgorail shall draw up the assessments, reports and certificates in compliance with the requirements applicable on the date on which the document is issued. The form the documents take shall, insofar as is possible, comply with the applicable regulatory framework or if not applicable with the consensus established amongst ad-hoc assessment bodies.

Unless in exceptional circumstances, the EC certificates drawn up by Belgorail shall take the form defined by NB-RAIL in the RFU-STR-001.

The ECM certificate shall be drawn up according to the form described in annex V of the 445/2011/EU regulation or in annex A of the ATMF.

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If Belgorail comes to the conclusion that a certificate cannot be issued, the file will be closed with a report including the observations made and the detailed reasons for the refusal.

5.2 Period of validity

The maximum duration of validity is laid down by the applicable regulatory requirements.

The validity of EC certificates is specified by NB-RAIL in the RFU-STR-60.

5.3 Renewal of certificate

Three months prior to the termination of the period of validity, the applicant may request the renewal of its certificate. Depending upon the modules and applicable procedures, renewal can be by simple extension of the validation period or following additional examinations and audits. A proposal will be drawn up by Belgorail for purposes of determining the procedures for the renewal.

The renewal of an ECM or an ISO 9001 certificate shall always take place on the basis of a complete audit of the maintenance or quality management system.


5.4 Amendment to the scope of the certificate

The scope of a certificate or certification may be amended following modification of the product or management system covered by the certificate. Changes to the applicable regulations or standards of good practice applicable may also lead to amendment. Belgorail's approval may be granted in the form of an addition to the original certificate or in the form of a new certificate issued after withdrawal of the original certificate.

6 APPLICATION OF SERVICE PROVISION

- 6.1 Any company interested in assessment related to any of the fields for which Belgorail has been notified or recognised as having competence may make an application.
- 6.2 As soon as the applicant's intention is known, Belgorail will send him a preliminary questionnaire. The interested applicant fills in the questionnaire and returns it to Belgorail together with the required documentation. Belgorail also reserves the right to make direct contact with the applicant so that the application can be suitably processed. The applicant should give clear information concerning the scope of the application (object under assessment, concerned site(s), applicable modules, system set in place ...) and the applicant's organisational structure.
- 6.3 Belgorail may also send one of its members of staff to the applicant in question to collect the necessary data and to present services of Belgorail in more detail.
- 6.4 If the application relates to approval for quality management or maintenance systems, Belgorail may request a list of consultants who may have taken part in the preparation and/or implementation of the system.

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- 6.5 As soon as the necessary information has been gathered and analysed, the mission of service provision is described in a quotation.
- This quotation includes:
- the applicable regulatory requirements;
 - the assessment system(s) which is/are envisaged and the resources to be made available by the parties;
 - the object(s) concerned;
 - the available existing certificates.
- 6.6 The applicant gives the order, which is duly classified, to Belgorail for the service provision as described in the quotation. The formal application shall include:
- all information required by the applicable regulations or some part of that information on condition that Belgorail has indicated its agreement with the content;
 - a declaration by the applicant that the same application has not been made to another assessment body;
 - if Belgorail intends to use the services of a subcontractor, the applicant is invited to inform Belgorail as soon as possible if it wishes to raise any objection to the use of the said subcontractor. In the absence of any reaction on the part of the applicant within ten days, the applicant shall be deemed as having implicitly agreed to the subcontracting.
 - the application for ECM certification shall be made in the form described in annex IV of the 445/2011/EU regulation or the annex A of the ATMF.
- 6.7 By its order of services from Belgorail, the applicant declares on his behalf to agree to comply with the certificate and to not have introduced a similar request to another certification and/or inspection body.

7 SYNERGY BETWEEN ASSESSMENTS AND / OR BETWEEN ASSESSORS

It is generally acceptable that the demonstration of compliance of the assessed object depends on the results of other assessments carried out by other bodies. In this case, Belgorail reserves the right to verify that the bodies that made these other assessments and their results correspond to a level of quality equivalent to that which Belgorail has to meet. If an equivalent level of quality is not reached, Belgorail may not take into account the available partial conclusions and will inform the applicant accordingly.

- 7.1. In the activities of notified body, designated body or ETH certification body, the conformity of a structural subsystem may depend on prior certifications such as provided in the mechanism of cross-acceptance, EC certification of interoperability constituents ... or of test results.

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In these cases, Belgorail implement the provisions established by among other ad-hoc coordination groups such as NB-RAIL which established recommendations RFU 2-000-16 (Cross-Acceptance of Safety Case assessments) and RFU-STR-022 (Use of test results from testing bodies other than notified bodies).

- 7.2. In the activities of ECM certification body, compliance of a maintenance system may depend upon the prior certification of maintenance functions.
- 7.3. As part of the assessment activities of the CSM-RA risk management, Belgorail avoids whenever possible any duplication in the work of the following assessments:
- the assessment of conformity of the safety management system and of the system of maintenance of entities in charge of maintenance as required by Directive 2004/49/EC;
 - the conformity assessment carried out by a notified body or a designated body as defined by the interoperability directive 2008/57/EC;
 - any independent assessment carried out by an assessment body in accordance with the regulation 352/2009/EC or 402/2013/EU.

8 CHANGES TO ASSESSMENT CRITERIA

In the event of amendments to regulatory requirements which could lead to non-compliance of the certified product or system with the new applicable stipulations, Belgorail shall have the right to request the applicant for additional examinations and / or audits for purposes of assessing compliance with regard to these new regulatory stipulations. The costs of these examinations and audits shall be borne by the certified enterprise.


9 MONITORING – MAINTAINING OF CERTIFICATION

When required by the applicable regulations, in order to ensure that the certified product, system remains compliant to the regulatory requirements, Belgorail shall periodically carry out monitoring activities. The certification of a full quality management system, of a quality management system of the production process, as well as of a maintenance system implies de facto regular monitoring.

Monitoring may be carried out on:

- products in process of design;
- products in process of manufacture;
- products at end of manufacture;
- products freely circulating;
- the applicant's quality or maintenance management system via planned audits and/or unannounced visits;
- checks on the complaints management file.

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An unannounced visit may be organised if Belgorail is in possession of information which indicates potential malfunctioning in the certified enterprise's management system. As an example, Belgorail reserves the right to make an unannounced visit if there has been a documented complaint made to Belgorail by:

- a user of the certified product;
- a keeper of a wagon whose maintenance is in charge of a certified entity;
- a railway undertaking ensuring the traction of wagons whose maintenance is ensured by a certified entity;
- a national safety authority;
- the European Commission or the European Railway Agency;
- an organisation in charge of monitoring the quality of products on the market.

The team making the unannounced visit must comply with the criteria applicable for a planned monitoring visit and shall be accompanied by the quality manager or by a technical manager from Belgorail.

The scope of the unannounced visit is not restrictive and may extend to cover all products, systems certified by Belgorail to be found on the premises of the applicant, both at the level of the products themselves including production sites and at the level of quality management processes.


The fees relating to the unannounced visit shall be borne by the applicant.

The provisions relating to the monitoring are not applicable for the assessment activities of the CSM-RA risk management and neither for the activities of the independent safety assessor ISA.

10 USE OF THE CERTIFICATE, OF THE LOGO AND OF THE IDENTIFICATION NUMBER


- 10.1 The applicant declares that its products or systems are certified solely for the scope of the certification granted. Nevertheless, the applicant shall make every effort to ensure that no certificate, mark or report shall be used, whether wholly or partially, in a manner liable to induce error.
- 10.2 The applicant shall not make or permit any use of the certification of its railway product, of its maintenance system or of its quality management system liable to prejudice the reputation of Belgorail and shall make no statement concerning this certification that Belgorail might judge to be unauthorised or liable to induce error.
- 10.3 In the event of suspension or withdrawal of the certification, the applicant shall cease to use any advertising material claiming certification immediately and shall return to Belgorail any certification documents requested.
- 10.4 The applicant shall amend all advertising matter when the scope of certification has been reduced.

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- 10.5 The applicant shall comply with the requirements mentioned in the articles below when reporting on the certification of its railway product, of its maintenance system or of its quality management system via communications such as the internet, articles, advertising, brochures, etc.
- 10.6 The use of the logo on articles, advertising, brochures, etc. is reserved with prior agreement of the management of Belgorail. A copy of the draft article, advertisement, brochure, etc. will be transmitted in complete confidentiality to the management of Belgorail who will give their written (dis)agreement in 30 days on the use thus presented.
- 10.7 The entire Belgorail logo is reproduced in reasonable size and colour.
- 10.8 The Belgorail logo may only be used by the holder of a certificate issued by Belgorail if:
- the name and/or logo of the certificate holder concerned also appear(s) on the document,
 - it is used in conjunction with the certificate number,
 - the size of the Belgorail logo is smaller than the size of the name and/or logo of the certificate holder.
- 10.9 Product certification:
- The Belgorail logo can only be affixed on the certified / inspected product.
 - The Belgorail logo is used to promote the certification of a product or a management system and cannot be used on editorial support relating to the applicant's management system.
- 10.10 Certification of management systems:
- The Belgorail logo cannot be used in a way that could lead to an interpretation as an indication of certification of products (including services) or processes.
 - When Belgorail certifies a laboratory's or inspection body's management system, the laboratory or the inspection body shall not use the Belgorail logo on testing/inspection reports or calibration certificates as such reports/certificates issued by the laboratory or the inspection body are considered as products in this context.
 - The client holding a valid certificate may make a statement on product packaging or in accompanying information that he has a certified management system. Product packaging is considered as a layer which can be removed without disintegrating or damaging the product. Accompanying information is considered as separately available or easily detachable. Type labels or identification plates are considered as part of the product. The statement shall in no way imply that the product, process or service is certified. The statement shall include reference to the identification of the certified client, the type of certified management system in combination with the applicable standard and the name "Belgorail" as certification body.

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- When making use of the certification logo, mark or statement, the certified client must assure that the scope, the geographic location and the extent of certification is clearly specified in order to exclude any doubt or any misleading information.

10.11 ISO 9001 certification of quality management systems: the Belgorail logo mentioned in the articles above may be replaced by a “ISO 9001 Certified by Belgorail” mark. The mark is provided upon request.



11 WITHDRAWAL/SUSPENSION OF THE CERTIFICATE

11.1 Belgorail may withdraw or suspend a certificate as of right if the conditions that led to certification are no longer met. Whilst withdrawal is definitive, suspension is a temporary invalidation of the certificate for all or some of the scope of the certification specified.

11.2 The type of decision made by Belgorail will be in relation to the seriousness of the failures to comply which have been noted. As examples, the situations described below may lead to withdrawal or suspension:

- the applicant fails to respect these general terms and conditions of service provision as well as its obligations under the contract to Belgorail;
- a new event enables it to be shown that information communicated by the applicant during the assessment was not correct and/or complete and that it may have distorted judgements and therefore the final result. If a withdrawal decision is envisaged following an external complaint, the applicant shall be invited to comment on the reasons given for the complaint before any decision by Belgorail is taken;
- the recurrence of non-compliance with the applicable standards persists;
- in the event of a change or changes to the standards applicable, the applicant is unable or unwilling to adapt its product or management system to the new regulatory specifications within the time limits laid down;
- the goal of the certification is modified at the behest of Belgorail and the applicant refuses to accept an additional assessment judged to be necessary;
- the applicant has requested a suspension.

11.3 Reasons for any decision made by Belgorail shall be given and notified to the applicant concerned by recorded delivery letter signed by the Chairman of the Certification Committee.

11.4 Any decision taken by Belgorail regarding to an ECM certificate is published by Belgorail in the database of the European Railway Agency via the IT platform ERADIS.


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12 CORRECTION AND/OR ADDITION TO AN ISSUED CERTIFICATE

Any correction or addition to an assessment report or certificate after issue will be conducted following the same provisions as those applied to the issue of the original assessment report or certificate.

The new assessment report / certificate will identify explicitly the assessment report / certificate replaced.

These provisions can also be applied to the appendix of a certificate.

13 APPEALS PROCEDURE

13.1 The term appeal refers to any complaint made by the applicant against the certification decision

To be considered, the appeal must be sent to Belgorail by recorded delivery.

13.2 The quality manager of Belgorail is responsible for acknowledge receipt of the appeal to the client.

The quality manager and the managing director take notice of the appeal by analysing the causes and judging their admissibility and their foundation.

If the appeal is judged inadmissible, the managing director informs the client in writing within one week of the receipt of the appeal.

If the appeal is judged admissible, the Chairman of the Advisory Committee forms the Appeals Committee.

13.3 The quality manager carries out the collection and verification of all information necessary for the analysis of the object of the appeal.

The managing director sends the names of the members of the Appeals Committee to the applicant. The latter may object to the presence of members of the committee by means of recorded delivery mail within the 10 days following notification of the names of Committee members.


13.4 A meeting of the Appeals Committee shall be organised within two weeks from the final accepted nominations to the Appeals Committee. At this meeting, any person concerned by the appeal shall have the right to be heard in confidence. Each person heard shall be informed one week in advance of the date and location of the meeting.

13.5 The Appeals Committee shall draw up an opinion within two weeks following the meeting.

The decision of the majority of the members of the Appeals Committee, in its form as presented by the Chairman, shall be final.

The managing director sends this decision to the applicant by means of recorded delivery.

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13.6 During the appeals proceedings, the decision which is the subject of the proceedings shall continue as valid.

14 PROCEDURE FOR COMPLAINT

14.1 By complaint, it is understood any other complaint issued, with the exception of an appeal, or claimed defect by anyone concerning the activities of Belgorail.

14.2. The quality manager of Belgorail is responsible for acknowledge receipt of the complaint to the complainant.

The quality manager and the director take notice of the complaint by analysing the causes.

The results of this analysis are submitted to an administration manager or technical manager having no connection with the subject of the complaint who examines and judges on the admissibility and the basis of the complaint.

The quality manager informs the complainant in writing within two weeks of the receipt of the complaint on the admissibility of the latter.

14.3 The complaint is managed according to the ad-hoc internal process and the director will ensure the implementation of the resulting improvement actions.

The quality manager informs the complainant in writing of the actions taken for processing the complaint.

15 LIABILITY

15.1 The liability of Belgorail with regard to the applicant may only be invoked in the event of proven misdemeanour or fault on the part of Belgorail or of its staff.

15.2 Under no circumstances may liability be for any more than double the amount of the contract.

15.3 Mistaken use of the product or a decrease in quality and safety through age or poor maintenance cannot justify alleging liability on the part of Belgorail.

15.4 The certification of a product or system by Belgorail cannot lead to the transferring of the liability assumed by the applicant in relation to purchasers, public authorities or third parties, to Belgorail, given that certification is based on limited examination.


15.5 Belgorail expressly denies all liabilities to third parties.

16 CONFIDENTIALITY AND CODE OF CONDUCT

16.1 Definition of confidential information

For the requirements of this Clause, the expression “*Confidential Information*” shall refer to any information irrespective of the manner in which it is presented (orally, written, magnetic, electronic, graphic or digital) which contains, shows or includes information or documentation of a technical, financial, operational or business nature. In addition, all Belgorail testing procedures or those of its subcontractors shall be deemed confidential as well as all resources used in carrying them out.

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16.2 Obligation not to disclose

Each party undertakes to keep Confidential Information received in application of the assessment of conformity strictly confidential and to use it only as involved in the drawing up of technical files for the attention of a national or European supervisory agency.

Belgorail may show parts of file or complete files to:

- BELAC as part of auditing activities and/or Belgorail accreditation monitoring;
- another notified body as part of a shared undertaking, contractually declared as such by the applicant, for the benefit of the various notified bodies involved;
- the European Commission, the National Safety Authority (Autorité Nationale de Sécurité) or any other legally competent authority;
- an investigating body for accidents and railway incidents as defined under the meaning of Article 21 of Directive 2004/49/EC on safety on the Community's railways.

16.3 Deontology

Belgorail undertakes to follow the criteria in annex VIII of the interoperability directive taken into account by the member states when notifying bodies.

Belgorail undertakes to follow the criteria of annex II of the 445/2011/EU regulation taken into account by the accreditation bodies and the member states for respectively the accreditation or the recognition of ECM certification bodies.

Belgorail undertakes to follow the criteria of annex II of the 402/2013/EU regulation taken into account by the accreditation bodies and the member states for respectively the accreditation or the recognition of the assessment body of the risk management.

Belgorail undertakes to follow the criteria of ISO 17021 for the certification of management systems taken into account by the accreditation bodies and the member states for the accreditation or the recognition of the ISO 9001 certification bodies.


17 ASSESSMENT FEES

17.1 Fees for assessment corresponds to the costs of examinations, tests, audits, inspections ... necessary for certifying the product or system. They also finance administrative expenses relating to the activities of Belgorail.

17.2 The details of the corresponding charges are detailed in the offer of Belgorail.

17.3 If necessary, an additional invoice will be drawn up by Belgorail to cover any additional services not imputable to Belgorail, such as: processing of non-compliances, new review of documentation, services related to the extension or modification of the scope of the assessment. Any additional charges are detailed for each case and are based on the same principles as the initial charges.

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17.4 Unless otherwise specified in the contract, all amounts specified in the assessment contract are reviewed annually on the basis of price changes.

18 REFERENCE TO BELAC ACCREDITATION


PROVISIONS FOR HOLDERS OF CERTIFICATES ISSUED BY BELGORAIL

- 18.1 In the below mentioned text, the provisions related to the use of the BELAC symbol are also valid in the case of reference to accreditation through an appropriate wording.
- 18.2 The BELAC symbol may appear on documentation for information and advertising purposes used by the holder of a certificate issued by Belgorail, provided that such use is directly relevant to the activity covered by the certificate.
- 18.3 The BELAC symbol may only be used by the holder of a certificate issued by Belgorail if:
- the name and/or logo of the certificate holder concerned also appear(s) on the document,
 - it is used in conjunction with the name and/or logo of Belgorail itself as well as its certificate number,
 - the accreditation number of Belgorail appears under the BELAC symbol,
 - the size of the BELAC symbol is smaller than the size of the symbol of the certificate holder company and Belgorail itself.



- 18.4 The BELAC symbol may not appear:
- on any documents under the letterhead of the holder of a certificate issued by Belgorail that is used for general purposes,
 - on documents related to other types of activities than those covered by accreditation.

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- 18.5 A supplier who refuses to accept BELAC observers during the certification process will not be entitled to make reference to the BELAC accreditation.
- 18.6 Use of the BELAC symbol on products and packages is not allowed. Reference to accreditation of Belgorail on accompanying documents may however be used in case the production is covered by an accredited product certification scheme.

REFERENCE TO ACCREDITATION BY CLIENTS OF BELGORAIL ACTING AS INSPECTION BODY

- 18.7 Clients of Belgorail acting as inspection body are entitled to reproduce inspection reports and certificates, including the BELAC symbol or a reference to accreditation.
- 18.8 The report/certificate shall in principle be reproduced in full; partial reproduction will be subject to formal approval of Belgorail.

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