

# MANAGEMENT SYSTEMS CERTIFICATION PROGRAM POLICIES



## **1.0 Introduction and Scope**

Audit3 was founded to improve the performance of our clients through assessment activities of the establishment and implementation of a management system conforming to a standard such as the ISO 9000 or ISO 14000 series. Audit3 has its roots in a customer focused organization known as the Institute of Textile Technology. ITT was founded over 50 years ago to serve its members and to make them more competitive and profitable. Audit3 is continuing in this tradition. We have expanded upon this tradition bringing with its management a wealth of experience and knowledge in business management systems.

This document describes the process, rights, and obligations of an organization partnering with Audit3 for independent certification of its management system. In addition, this document describes the steps in the certification process that are the responsibility of Audit3. In order for an organization to achieve and sustain certification, the organization must meet all requirements of the program defined in this document and elsewhere and maintain its Management System in conformance with the applicable standard.

This document also describes the rules and regulations for use of the respective accreditation and certification marks in publicizing their successful registration. This document is intended to comply with the requirements of ISO 17021. Throughout this document, the organization entering a contractual relationship with Audit3 shall be referred to as the client. This document works in conjunction with the Information and Application and Proposal to define the relationship in its entirety.

For the purpose of this document and other documentation in the Management System of Audit3, the terms certification and registration may be used interchangeably. Neither should be used interchangeably with accreditation. Certification / Registration refer to the process where confidence is assured in a clients management system through thorough an on-going evaluation scheme of the management system by a registrar who has achieved accreditation from a national body. The national body defines the processes, which must be in place and objectively verifies the implementation of policies and procedures in accordance with the requirements including the structure of the registration body.

## **2.0 The Registration Process**

### **2.1 Request for Information**

Any potential client desiring to achieve management system registration with Audit3 may request a proposal for such services. To determine if Audit3 has or can obtain the capability and capacity to provide these services and properly prepare proposal, information regarding the size and nature of the organization is required. This is obtained through the completion of the Information and Application by a competent representative of the client.

### **2.2 Quoting and Application**

Upon receipt and review of the Information and Application, a representative of Audit3 will prepare a proposal for the requested services. This proposal will be internally reviewed and approved before submittal to the client. Once approved, this proposal will be submitted to the client for review and approval along with a copy of the Management System Program Policies document. The signed proposal in addition to the Program Policies document constitutes the contract between Audit3 and its clients. Certain non-refundable application and administrative fees may also apply. Also, a draft of the scope of the registration will be formed.

### **2.3 Assessment**

2.3.1 Prior to the assessment process, the client may request representatives for Audit3 to visit the facility and provide essential information regarding the implementation of management systems in general including the benefits of certification. In no way, will a representative of Audit3 provide specific advice on the implementation of management system within a client's facility.

2.3.2 If requested by the client, a preassessment may be performed. This is optional however it will provide the client with a better understanding of the assessment process. The cost for this assessment may be included in the original proposal or a separate proposal depending on the request of the client. Costs are normally at the established manday rates in effect at that time. Travel expenses will be billed as incurred to the client. No more than two preassessments may be performed at any client facility.

- 2.3.3 After acceptance of the proposal, AudIT3 will provide the client with a schedule of the assessment events. Further communication may be required between the lead assessor and a representative of the client to complete this. The client will also be made aware of the names of the assessment team members prior to the audit. Issues with the selected personnel should be brought to the attention of AudIT3. Also, auditors will be made aware of the potential client interaction to allow them the opportunity to make known any potential conflicts of interest.
- 2.3.4 Under normal conditions, the client should provide an outline of the documentation structure and a copy of the top layer of management system documentation approximately four to six weeks prior to the initial event. This should provide evidence that all elements of the applicable standard have been addressed in the management system of the client. This is not necessary for surveillance assessments (see below). Other documentation may be requested as deemed necessary by the auditor.
- 2.3.5 A report of the results of the documentation review will be provided to the client. If items are found which indicate the assessment should be postponed, this will be brought to the attention of the client immediately. The client is expected to take appropriate corrective action based on the review and be prepared to provide objective evidence of this at the time of the assessment or as required by the reviewer.
- 2.3.6 Clients are also required to have completed certain significant management system activities prior to the on site assessment. A complete management review cycle must be completed including addressing any items that are raised in the management review. Additionally, a complete cycle of internal audits including corrective actions must be completed. This is to provide confidence in the ability of these activities to provide sustenance to the management system. Finally, the client must have designated an appropriate management representative in part to act as liaison with AudIT3.
- 2.3.7 The primary purpose of the assessment process is to provide independent and objective verification that the requirements of the applicable standard have been applied. The client is required to provide access to sufficient information, facilities, documentation, and personnel for interviews to make this determination.
- 2.3.8 All assessment processes are constructed along the guidelines of ISO 19011 and have certain standard elements. These will typically include the following:
- 2.3.8.1 Opening Meeting
- The purpose of the opening meeting is to introduce the assessment team to the management and key individuals of the organization, review the scope and assessment methodology, and confirm the logistics of the visit. An introduction or overview of the facility may also be appropriate. This meeting should be kept brief. A guide should be assigned to accompany the auditors. Consultants may act as guides but it is requested that the owners of the management system who will be responsible for the daily maintenance and operation of the system answer questions and provide evidence through the course of the audit.
- 2.3.8.2 Assessment
- According to the established agenda, the auditor will review documentation and conduct assessments to confirm conformance to the required standards. Any issues that are potentially nonconforming will be brought to the attention of the client immediately. Observations may also be made but they do not require a response. For multiple day assessments, daily debriefs may be held at the client's request.
- 2.3.8.3 Closing Meeting
- The purpose of the closing meeting is to provide a final review of all findings of the audit and the conclusion of the auditors. A summary of these findings will be given to the management of the organization with an opportunity for comments. Nonconforming items corrected during the course of the audit will remain a part of the report but the corrective actions will be so noted.

It is the function of the assessment team to gather evidence and submit a recommendation to the management of Audit3 based on this information. Any nonconformances regardless of degree of severity must be corrected prior to this recommendation being accepted.

#### 2.3.8.4 Corrective Action

Minor nonconformances are characterized as discrete and not indicative of a systemic failure. Minor nonconformances may not be corrected during the course of the assessment as this does not allow for sufficient evaluation and root cause analysis. These may be cleared by submitting objective evidence of root cause analysis and effective correction within thirty (30) days of the close of the assessment. If corrective actions require more than thirty (30) days, an action plan for addressing the nonconformances should be submitted. Verification of this plan will occur during the next regularly scheduled surveillance assessment.

Major nonconformances are characterized by a systemic breakdown either through a single significant finding or an accumulation of minor findings. Major nonconformances require submittal of evidence of root cause analysis and effective correction as with minor nonconformances. Major nonconformances require onsite review by an assessor either during a follow up special assessment or during the next continuous surveillance, as determined by the assessment team in conference with the client. Failure to effectively resolve major nonconformance or repeat occurrence of nonconformances may result in a recommendation suspension or withdrawal of the certification. The scope of special assessments may not be limited to those items requiring significant corrective action and are determined by the assessment team. Documentation of all nonconformances and other relevant documentation will be provided to the client as a report of the audit at the conclusion.

In the unlikely event that a potential regulatory noncompliance might be discovered during the course of an Potential Environmental Management Systems Assessment, the finding will be documented on an Environmental Compliance Memo and provided to the client. Follow up on these will not be done by Audit3.

NOTE: Audits to Environmental Management Systems standards are not intended to function as an audit of the compliance status of the organization. The organization should make no claims in any form to imply that compliance to local, state, or federal regulations and/or statutes has been assessed, determined, and confirmed by Audit3.

#### 2.3.8.5 Final Review

Once any nonconformances have been effectively resolved, all information related to the quote, contract, and audit will be submitted for Final Review. This review is conducted by Audit3 personnel independent of any of the activities related to the assessment to ensure that all client and Audit3 responsibilities have been met.

2.3.9 In addition to the standard elements mentioned above, ISO 9001 and ISO 14001 assessments are conducted in two distinct Stages with separate opening and closing meetings per accreditation requirements. The purpose of the Stage I assessment is to review the clients documentation, registration scheme (corporate or single site), licenses / permits, Internal Audit System, Management Review process, continuous improvement records, violations (for 14001, if any) and the Corrective Action Process and determine the clients readiness for Stage II assessment. This is typically done between two weeks and two months prior to the Stage II assessment. At the request of the client, the Stage I and Stage II may be conducted "back-to-back" however the Stage I assessment must yield a positive decision to proceed with the Stage II assessment. If the decision is made that the client is not ready to proceed with the Stage II assessment, other arrangements must be made.

## **2.4 Granting Certification**

- 2.4.1 The recommendation of the assessment team will be submitted to the management of Audit3. Upon review of the information obtained during the audit, the recommendation is finalized. If the final recommendation is to not grant registration, the client retains the right to appeal the decision. Under no circumstances can registration be granted without satisfactory resolution of all nonconformances.
- 2.4.2 Once certification is granted, a certificate will be provided to the client indicating the facilities involved in the certification, the standard applied during the assessment, and the scope of the certification and the appropriate accreditation.
- 2.4.3 The certificate remains the property of Audit3 and its return may be requested in the unlikely event of suspension or withdrawal of the registration.

## **2.5 Continuous Surveillance and Reassessment**

- 2.5.1 While a milestone in any organization, certification is not a culminating event. Continued certification is contingent upon successful completion of surveillance assessments of the organization. These surveillance visits will ensure continued conformance to the requirements of the applied management system standard and the requirements of Audit3 Program Policies.
- 2.5.2 An assessment cycle lasts for three years from the date of the initial audit. Continuous surveillances are conducted typically at six and twelve month intervals from the initial assessment. Surveillance frequencies are primarily the option of the client but may be increased based on poor system performance and cannot exceed 12 months. During the surveillance process, certain key elements that are most critical to the maintenance and integrity of the management system will be audited during every visit to the facility. Other elements are sampled during the three-year assessment cycle. At a minimum, it is our intent but not required that every element of the system will be audited at least once during the three-year cycle.
- 2.5.3 Reassessment audits are conducted on the three year anniversary of the initial Stage 2 audit regardless of the surveillance cycle chosen. The purpose of the reassessment audit is to ensure the continued effectiveness of the clients management system to maintain conformance to the applied management standard and fulfill its stated objectives. This may be done by a combination of assessment techniques and the cumulative review of audit reports from the previous surveillance audits. All elements or aspect of a clients system will be sampled during a reassessment audit. Successful completion of the reassessment audit will begin another three-year cycle. Reassessment audits may be conducted in conjunction with a surveillance audit provided all requirements for the preassessment are met.
- 2.5.4 Special assessments may be conducted for verification of effective closure of major nonconformances or as a result of significant changes that may affect the existing registration such as ownership, management, products / processes, or management standard. In addition, special assessments may be required by request of the client to modify and/or expand the current scope of the registration. Examples would include the addition of new or unique manufacturing processes, additional standards, and adding facilities under the same registration. These audits will typically require additional audit time and may be conducted in conjunction with a regularly scheduled surveillances or reassessments or separate from normal surveillance activities.

## **3.0 Responsibilities and Rights of the Client**

- 3.1 As any relationship, there are obligations and expectations of each participant. It is important for the success of this partnership for our clients to clearly understand what we provide and our expectations.
- 3.2 It is the responsibility of the client to comply at all times with the requirements and policies of Audit3 Management Systems Certification Services. This includes the establishment and maintenance of a documented management system that addresses the requirements of the applicable standard and this document at a minimum.

- 3.3 The client must provide reasonable access during the performance of an assessment to documentation, records, processes, storage areas, and personnel. Assistance should be provided for this assessment including the presentation of any and all items displaying reference to certification including those bearing the mark of Audit3 and the accreditation body. For an EMS audit, the client may not assert a legal declaration or equivalent in lieu of providing access to functional areas, departments, or records for audit. If an assertion is made in an area that the auditor determines is necessary to assess, the client cannot be granted registration.
- 3.4 The client must designate a representative from management to act as a liaison who has responsibility for the establishment and maintenance of the management system. An alternate representative may also be named.
- 3.5 The client must maintain and provide to assessors any and all records of customer complaints relating to the provision of products or services.
- 3.6 The client shall properly recognize and implement any and all Codes, National / International Standards, and Regulations relating to products or services encompassed in the scope of the registration.
- 3.7 The client must ensure that any and all products or services not produced or provided by the client to the customer that are covered under the scope of registration be traceable to a certified quality management system. If any products or services are provided outside of the client's quality management system, the manner of acquisition, manufacture, or provision of these may become subject to the assessment. If this situation exists, the client must have a procedure established and implemented to notify the customers of the products or services that they have not been produced or provided under the scope of registration.
- 3.8 The client must agree to discontinue use of the Audit3 certification mark and / or the accreditation mark in the event that the certification is suspended or withdrawn or found to be used inappropriately.
- 3.9 The client may not indicate in any manner that a product or service has been "certified, accredited, or listed" by Audit3 as part of these certification activities.
- 3.10 The client must undertake no activities which could bring Audit3 or the accreditation body into disrepute.
- 3.11 The client may not advertise or publicize in their registration in any manner until the certificate has been issued.
- 3.12 The client must notify Audit3 immediately in writing of any changes in the management, structure, organization, ownership, or processes which may have a significant impact on the management system. Further the client must immediately make known to the management of Audit3 any changes in legal, commercial, organizational, or ownership status. Audit3 reserves the right to evaluate this change and process the change accordingly (see below).
- 3.13 It is the responsibility of those clients with a registered EMS to notify the management of Audit3 immediately in the event of a significant environmental incident. This may result in an accelerated audit or affect the agenda of the next surveillance audit at the discretion of the management of Audit3.
- 3.14 It is the responsibility of the client to allow witness activities by the accrediting bodies if requested. Witness activities allow the accrediting body to confirm the policies and procedures of Audit3 and help support the accrediting process which is essential to all of our clients. The client further agrees to allow Audit3 to provide copies of assessment reports to accrediting bodies as appropriate. While we recognize that this may add additional concern to the assessment process, it is the intent of both Audit3 and the accrediting bodies to conduct these assessments as if no witness activities are taking place. No additional time or cost will be added to the assessment as a result of a witness audit.
- 3.15 The client is responsible for ensuring the safety of representatives of Audit3 while on site in the performance of activities relating to this contract and agreements. Where training or equipment is required, this should be made known on the Information and Application or during the formation of the audit agenda and provided to the assessors while on site.
- 3.16 The client agrees to allow upon registration its name, location, address, and scope published by Audit3 and modified as needed by Audit3.

- 3.17 The client agrees to hold any information, reports etc. of Audit3 provided as a result of certification activities in confidence and not disclose them to individuals outside of the client's organization without prior consent from Audit3.

#### **4.0 Responsibilities and Rights of Audit3 Management Systems Certification Services**

- 4.1 It is the responsibility of Audit3 to maintain diligence and integrity in the certification process and conduct these activities driven by a desire to assist our clients improvement efforts.
- 4.2 It is the responsibility of Audit3 to establish and maintain a management system which includes at a minimum the requirements of the accreditation body, to maintain its accreditation status, and to operate within the documented policies and procedures established to maintain this accreditation. If the accreditation of Audit3 should be withdrawn or suspended, Audit3 shall notify its clients in writing.
- 4.3 It is the responsibility of Audit3 to maintain the confidentiality of all material, documentation processes, management, personnel, etc. observed during the performance of a management system assessment except as specified in this document. This may not be provided to a third party without prior written permission from an officer of the client except as may be available in the public domain. If required by law to provide information to a legal or regulatory authority, Audit3 will notify the client if permitted. (see Section 15.0)
- 4.4 Upon successful completion of the requirements for registration, Audit3 shall provide a certificate or equivalent document to provide evidence of the successful outcome of the assessment under the established scope.
- 4.5 It is the responsibility of Audit3 to notify its clients of any changes in its policies or procedures which may require action by the client. Such changes may be precipitated by changes beyond the control of Audit3 such as changes in the applicable standard by the controlling body or changes in the accreditation requirements. Audit3 has the right to amend the agreement with the client based on these changes and to establish and implement a transition process. The client shall be given reasonable notice and justification for the changes. The client shall be given opportunity to respond to the transition plan and propose alternatives, subject to approval by Audit3 management.
- 4.6 Audit3 will notify the management of the client's organization of any potential regulatory violations discovered during the assessment process. Findings outside the scope of the audit will not be documented as part of the final report.
- 4.7 Audit3 may utilize contract assessors in the performance of the activities detailed in the proposal.

#### **5.0 Suspension and Cancellation**

- 5.1 Audit3 reserves the right to suspend or cancel a registration at any time during the effective period of the certificate. This action will be done in accordance with documented procedures.
- 5.2 Typical justification for suspension or cancellation of a registration includes the following situations:
- 5.2.1 Failure to comply with the requirements of the applied standard, the policies of Audit3 or the accreditation requirements.
  - 5.2.2 Failure of the client to address nonconformances in a timely manner.
  - 5.2.3 Repeated nonconformances indicative of a lack of commitment.
  - 5.2.4 Intentional misuse of the Audit3 Registration mark and / or the accreditation mark.
  - 5.2.5 A request on behalf of the client to cease the registration. (Certain restrictions and obligations may apply)
  - 5.2.6 Violation of any of the agreements made with Audit3.
  - 5.2.7 Failure to honor contractual financial obligations.
  - 5.2.8 Bringing Audit3 Management System Certification Services or the accreditation body into disrepute in any manner.
- 5.3 It is considered a failure in the mission of Audit3 to suspend or cancel a certification. Audit3 will operate fully within the bounds of its internal policies and procedures and the accreditation requirements to accommodate a client's needs and special consideration. As with any relationship, communication is the key. Audit3 has an appeals process which may be utilized fully by the client to prevent an error resulting in suspension, withdrawal, or cancellation.

- 5.4 Audit3 reserves the right to notify public sources of information of any instances of suspension, withdrawal, or cancellation of a certificate.
- 5.5 The client shall return the certificate and any associated documentation or publication material immediately upon the final decision to suspend, withdraw, or cancel a certification. The client must immediately suspend the use of the Audit3 certification mark and the accreditation mark.
- 5.6 Notice of intent to cancel the registration should be made to Audit3 in writing no less than 90 days prior to the next scheduled registration event.

## **6.0 Complaints / Appeals**

- 6.1 A complaint may be registered by the client against any of the policies or procedures or actions of personnel representing Audit3 with the management of Audit3. This complaint will be addressed according to documented procedures. The client has the right to present any information it deems appropriate to support the complaint. Clients are requested to submit complaints in writing to provide objective records of such. Objectivity will be maintained in the addressing of the complaints and steps may be taken to ensure anonymity of the client if requested.
- 6.2 Audit3 will initiate an investigation including root cause analysis of the complaint and implement corrective action as necessary to address the complaint.
- 6.3 The established process includes steps for escalating the complaint within the management of Audit3 if they are not addressed adequately.
- 6.4 Appeals are generally invoked in the unlikely event that a disagreement arises with a decision on the part of Audit3. These may include but are not limited to the following:
  - 6.4.1 A decision not to grant a certification
  - 6.4.2 A decision to suspend or cancel a certification
  - 6.4.3 A question of validity of a nonconformance arises during the course of an audit
  - 6.4.4 Denial of an application for certification
- 6.5 An officer of the client's organization must submit appeals to Audit3 in writing. An acknowledgement of the appeal will be provided to the client usually within two weeks of receipt.
- 6.6 It is the responsibility of the Managing Partner to consider any appeals submitted. If the Managing Partner or the client feels this cannot be done objectively, the request may be submitted to the Managing Partner – Committee and/or the Advisory Board. A decision on the appeal is made by the Managing Partner – Committee and/or the Advisory Board and the client is notified in writing of the results of the appeal. This is done in a timely manner, usually within 4-8 weeks of submission.
- 6.7 If the issue is not satisfactorily resolved with the President, the client has the option to escalate the appeal to an independent arbitration body. Any fees or expenses for this will be the responsibility of the client.

## **7.0 Use of Audit3 Registered Firm Mark and Publicizing Certification**

- 7.1 Certification is recognized as a significant accomplishment and the result of a tremendous effort on the part of the entire organization. Use of the mark can therefore be a valuable tool in marketing your organization. Upon receipt of the certificate, the client is entitled and encouraged to display the Audit3 Registered Firm Logo following the guidelines expressed in this document. Typical examples for the use of the logo include stationery, business cards, company brochures, and advertising, although care must be taken to prevent the appearance that a product or service has been certified.
- 7.2 Examples of the logo can be made available upon request.

- 7.3 The client is prohibited from displaying the logo in any manner which infers that a product or service had been “certified”.
- 7.4 The logo is a registered trademark of Audit3 and cannot be duplicated or used in any manner except as described in this document. As a registered trademark, Audit3 may request the client to turn over any materials displaying the mark at its discretion.
- 7.5 The logo may not be used in conjunction with a product or services or divisions of an organization not included under the scope of the registration.
- 7.6 Audit3 has final decision on the appropriate use of its mark. Any special requests for use of the mark can be submitted for prior approval to the Managing Partner.
- 7.7 Clients are given liberty in the expression of certification and reproduction of the mark however the following guidelines must be met:
  - 7.7.1 The words “Certified Firm” or “Registered Firm” must be included with logo and they must be legible (see example).
  - 7.7.2 The name of the organization as displayed on the certificate must be used in conjunction with the mark.
  - 7.7.3 The applicable version of the standard applied during the assessment must be used on conjunction with the logo.
  - 7.7.4 Text associated with the logo must indicate that the “facility” or “management system” has been evaluated or assessed to the applicable international standard.
  - 7.7.5 The logo may not be used on certificates of analysis, laboratory reports, or similar documents.
  - 7.7.6 Color ready versions of the logo may be provided upon request.

#### **8.0 Use of ANSI-ASQ National Accreditation Board (ANAB) Mark**

- 8.1 The ISO logo is a registered trademark. Unless authorized by ISO, use of its logo is prohibited in any manner. Notably, ISO will not allow its logo to be used in connection with conformity assessment activities. These include the certification of management systems, products, services, materials or personnel, even when these certifications attest conformity to an ISO standard, such as one of the ISO 9000 or ISO 14000 standards.
- 8.2 The appropriate accreditation body owns the rights to its mark. The policies of usage are controlled by the accreditation bodies.
- 8.3 If used, the accreditation mark must be used in conjunction with the registered firm mark of Audit3 including the items mentioned in section 7.6 above.
- 8.4 The ANAB mark must be in either black or gold or in the predominant color of the letterhead of a document on a clearly contrasting background.
- 8.5 The ANAB mark must be large enough to ensure the legibility of all features.
- 8.6 You may not use the ANAB mark on vehicles, transport equipment, or flags.
- 8.7 The ANAB mark may only be used on advertising, promotional literature, and stationery.
- 8.8 The ANAB may not be used in any context that infers certification or approval of the product. The ANAB must be used on conjunction with the facilities and associated products or services included in the scope of registration.
- 8.9 The Client must discontinue the use of the ANAB mark and any statements including reference to ANAB at any time upon the request of Audit3 and / or the ANAB.
- 8.10 The ANAB mark must be the same size as the Audit3 logo.
- 8.11 Clients must obtain camera-ready artwork or electronic copies of logos from Audit3.

**9.0 Fees and Terms of Payment**

- 9.1 All fees and charges are payable within 30 days of the invoice, except where payable prior to the assessment.
- 9.2 Failure to pay required fees may delay issuance of certification documentation or constitute grounds for suspension, withdrawal or cancellation proceedings.
- 9.3 Requests for changes to scheduled assessments will be accommodated as best as possible. The client may be responsible for up to 100% of the assessment charges for changes made within 21 days of the assessment. If changes to the audit schedule are requested by the client, they would be responsible for any unrecoverable travel expenses and subcontract auditor expenses at a minimum.
- 9.4 Special assessments to address significant nonconformances or the expansion of an existing scope of registration will be charged at the prevailing manday rate in effect at the time of the assessment.
- 9.5 All fees as indicated are exclusive of the costs for reasonable travel expenditures. These will be invoiced after the completion of the activity.

**10.0 Confidentiality**

- 10.1 AudIT3 will treat any information obtained by any of its agents or employees in the course of assessment activities as strictly confidential and will not disclose this information to any party without prior written permission of the client. The only exceptions include where required by law or the accreditation body. As part of the accreditation process, reports and other documentation may be made available for review to the accrediting bodies. Our accrediting agreement also includes confidentiality of this information with the accrediting bodies. Furthermore, we are required to basic information of our registered clients publicly available. The extent of this information would be that included on the certificate granted during the registration process. Any other disclosure of information by law or other reasons will be made know to the client.
- 10.2 AudIT3 will participate in any additional reasonable activities as required by the client to assure confidentiality provided it complies with this agreement which governs in the event of any inconsistencies.
- 10.3 Information excluded from this requirement includes information already known by AudIT3 prior to the execution of this agreement, information obtained lawfully from a third party, information in the public domain, and information disclosed on a non-confidential basis.
- 10.4 Likewise, any information obtained by the client that is the property of AudIT3 will be held in confidence and not provided to anyone or used for nay purposes not related to the maintenance of the certification.