

GENERAL RULES ON THE CERTIFICATION OF PRODUCTS AND SERVICES

AENOR MARK 

ENVIRONMENTAL AENOR MARK 



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Third revision: October 2000



General rules on the certification of products and services

AENOR Mark  *Environmental* **AENOR** Mark 

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The present General Rules invalidates and replaces the following:

- General Rules on the certification of products and services - **AENOR MARK** 
- General Rules on the certification of products and services - ENVIRONMENTAL **AENOR MARK** 

both approved in November 1997.

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0 INTRODUCTION

The Spanish Association for Standardisation and Certification (**AENOR**) is a private, independent, non-profit-making association.

The **AENOR** headquarters is located at No. 6, Calle Génova, 28004 Madrid, Spain.

1 SCOPE


1.1 The present General Rules establish the rules applied by **AENOR** for granting, maintaining and cancelling licences to use the

- The **AENOR MARK**  for certified products or services, and
- **ENVIRONMENTAL AENOR MARK**  for certified products or services.

1.2 The marks mentioned in paragraph 1.1 are symbols denoting compliance with standards of the UNE or EN series (including harmonisation documents, HD). If none exist, international standards of the ISO and IEC series may be used, as may other technical specifications, provided the Technical Certification Committee agrees and the AENOR Permanent Committee gives its approval.

1.3 The use of the marks mentioned in paragraph 1.1 signifies that the products and services displaying it are subject to evaluation and control under the certification schemes described in the present Rules, and that AENOR is satisfied that they conform to the relevant standards. This fact is stated on the Certificate of conformity, hereafter referred to as the “Certificate”, granted by AENOR together with the licence to use the Mark.

1.4 The Certificates issued in accordance with the present Rules are termed:

- The AENOR Certificate for a product or service for the AENOR Mark .
- The Environmental **AENOR** Certificate for a product or service for the ENVIRONMENTAL **AENOR** MARK .

1.5 The Certificate does not constitute a certification of management systems conformity, or certification of:

- services that may be related to a certified product;
- products that may be related to a certified service.

1.6 The marks cannot be associated with any other kind of trade mark, of marks of conformity with standards or technical specifications (see paragraph 1.2) without the authorisation in writing of AENOR.

2 DEFINITIONS

Definitions applicable to the use of the present Rules are contained in standard UNE-EN 45011 “General requirements for bodies operating product certification schemes”.

The following definitions are also used:

2.1 company: a legal entity or identifiable group taking any legitimate form recognised in the eyes of the law.

2.2 applicant company, applicant: a company requesting certification of one or more of the products or services it supplies, and subsequent entry in the AENOR Register.

2.3 licensee company, licensee: a company to which **AENOR** has granted the Certificate and the licence to use the Mark.

2.4 product: the result of activities or processes.

2.5 service: the result of activities at the supplier-client interface, and internal activities on the part of the supplier, carried out in order to satisfy the client's requirements.

3 SPECIFIC CERTIFICATION SCHEMES

3.1 In order to certify each product or family of products and each service or set of services of a similar nature, AENOR develops a specific certification scheme, indicating the standards and, where relevant, technical specifications applicable to the product or service, as well as specific rules and required procedures.

The administration of the specific certification scheme is the responsibility of an AENOR Technical Certification Committee, hereafter referred to as the "Committee". Each Committee is governed by a Specific Regulation.

When the Board of Directors gives its approval, AENOR's technical services may develop and administer a specific certification scheme. In such cases, where reference is made in this document to the Committee, it should be taken to refer to AENOR's technical services.

3.2 Each specific certification scheme is documented in the relevant Specific Rules on the Mark for the corresponding product or service, hereafter referred to as the "Specific Rules".

The present General Rules take precedence over Specific Rules.

Specific Rules and modifications to them must be approved by the Director General on behalf of the AENOR's Board of Directors, at the proposal of the Committee.

4 GRANTING THE CERTIFICATE

4.1 Application

4.1.1 Any company may apply to be granted the Certificate for the products it supplies or services it provides.

4.1.2 AENOR will provide all companies so requesting with the necessary documentation to make an application, including the relevant Specific Certification Rules.

4.1.3 The applicant must address the application to the Secretariat of the Committee.

Each Specific Rules define the way in which such applications should be made, and the necessary documentation.

Applicants from non-EU countries must appoint a legal representative within the European Union.

Application documentation must be written in Spanish.

4.1.4 The applicant company must provide the name of a management representative responsible for dealing with AENOR and the Committee regarding matters of certification.

4.2 Receiving applications

4.2.1 The Committee Secretariat verifies the contents of the application and sends an acknowledgement of its receipt, requesting any clarification or additional documentation that may be considered necessary.

4.2.2 If the application meets the criteria stipulated in the relevant Specific Rules, the corresponding dossier is opened and the case begins to be processed.

4.2.3 Upon receipt of the application, an invoice is sent in respect of whatever charges may be due.

4.2.4 Once the dossier has been assigned a number, if a period of more than one year elapses with no progress being made for reasons not of AENOR's making, the Committee may decide to annul it.

4.3 Processing the application

4.3.1 Once the dossier has been opened, the process of dealing with it begins. During this process, AENOR, in compliance with the stipulations of the relevant Specific Rules, does at least the following:

For the **AENOR MARK** :

- verifies the quality system used in the manufacture of the product or provision of the service to which the application relates;
- takes samples and tests the product; or
- inspects the service.

For the **ENVIRONMENTAL AENOR MARK** :

- carries out an inspection to verify the compliance of the product or service with the requirements laid down in the Certification Specific Rules;
- takes samples and tests the product; or
- inspects the service.

4.3.2 The results of the relevant controls are noted in the corresponding reports.

4.3.3 If necessary, the Secretariat requests the applicant company to draw up a plan of suitable corrective actions, in order to correct any non-conformities detected. This plan must state the deadlines envisaged for its implementation. Depending on the content of the reports and the corrective action plan, the Secretariat may require some of the work described in paragraph 4.3.1 to be repeated or some additional works.

4.3.4 Based on all of the above, the Secretariat prepares and submits to the Committee a confidential report stating, where appropriate, any non-conformities detected and the applicant's proposed plan of corrective actions.

4.4 Evaluation

The Committee analyses the Secretariat's report in order to verify whether the conditions stipulated in the Specific Rules are met and whether the Certificate can therefore be granted. It then informs AENOR's Director General of its opinion regarding the application. This opinion may include recommendations regarding the need for an extraordinary audit or additional tests to be carried out, in order to confirm that corrective actions are being implemented.

4.5 Decisions

4.5.1 Having studied the Committee's opinion and, where necessary, the data and reports compiled whilst processing the case, the Director General of AENOR will arrive at one of the following decisions:

- to grant the Certificate;
- to refuse to grant the Certificate.

If the Certificate is not to be granted, the reasons will be given.

4.5.2 Before the Certificate is issued, the applicant company must sign a contract with AENOR specifying:

- the obligations undertaken by the company as a result of granting the certificate;
- the sites at which the certified product is manufactured or certified service provided.

4.5.3 By signing this contract, **AENOR** grants the applicant company a licence to use the Mark for those products and services covered by a valid Certificate. Under no circumstances may the licensee transfer the use of this licence to third parties.

4.5.4 The period for which the Certificate remains valid is defined in the Specific Rules, but will never exceed five years.

4.5.5 Under no circumstances does the licence to use the Mark exempt the company from the guarantees and responsibilities required of it by current legislation.

5 MAINTAINING THE CERTIFICATE

5.1 Surveillance procedure

5.1.1 While the Certificate remains valid, **AENOR**, in accordance with the stipulations of the relevant Specific Rules, does at least the following:

For the **AENOR MARK** :

- verifies the quality system used in the manufacture of the product or provision of the service to which the application relates;
- takes samples and tests the product; or
- inspects the service.

For the ENVIRONMENTAL **AENOR MARK** :

- carries out an inspection to verify the compliance of the product or service with the requirements laid down in the Certification Specific Rules;
- takes samples and tests the product; or
- inspects the service.

in order to verify whether the conditions that led to the Certificate being granted still apply.

5.1.2 The frequency with which these surveillance activities are carried out is laid down in the Specific Rules.

5.1.3 The results of these surveillance activities are noted in the relevant reports.

5.1.4 If necessary, the Committee Secretariat requests the licensee company to draw up a plan of suitable corrective actions, in order to correct any non-conformities detected. This plan must include the deadlines envisaged for its implementation. Depending on the content of the reports and the corrective action plan, the Secretariat may require some of the work described in paragraph 5.1.1 to be repeated.

5.1.5 Based on all of the above, the Secretariat prepares a confidential report stating, where appropriate, any non-conformities detected and the licensee's proposed plan of corrective actions, together with any failure to meet the contractual obligations on the part of the licensee.

5.2 Evaluation

The Committee analyses the Secretariat's report in order to verify whether the conditions for maintaining the Certificate, as laid down in the Specific Rules, are being met.

The Committee may decide to implement extraordinary checks or tests in order to verify whether corrective actions are being applied.

If, in the Committee's judgement, it becomes necessary to apply one of the penalties described in paragraph 11.2, it informs the Director General of AENOR of its opinion, and he or she makes a decision on the matter.

6 RENEWING AND CANCELLING THE CERTIFICATE

The Certificate is renewed consecutively for the same period of validity as laid down in the Specific Rules, unless it has been cancelled.

The Certificate can be cancelled by any of the following reasons:

- the documents mentioned in the Certificate cease to be applicable;
- a penalty has been imposed;
- the company surrenders in writing the Certificate.



7 THE REGISTER

AENOR maintains a Register in order to provide public evidence of the granting and validity of Certificates for the products and services supplied by licensee companies recorded therein. The Register is available to the public, and AENOR can certify entries if a request is made to the Director General of AENOR.

8 THE AENOR MARK AND ENVIRONMENTAL AENOR MARK

8.1 Both marks are the exclusive property of **AENOR** by virtue of being registered as Marks with the Spanish Office of Patents and Trademarks. These marks may be registered in other countries to ensure its protection there.

8.2 The Marks show that the product or service displaying it has been entered in the AENOR Register.

8.3 The logo used to denote the **AENOR MARK**  is illustrated in Annex A and the logo used to denote the **ENVIRONMENTAL AENOR MARK**  is illustrated in Annex B.

9 USE OF THE MARKS

9.1 Only licensee companies are authorised to use the Marks. Its use is subject to the conditions described below:

9.1.1 The Mark must be reproduced exactly in accordance with the logo shown in Annex A or B, in the colours and typefaces indicated.

9.1.2 It is not compulsory to request to use the Mark, but if it is granted it must be used for every product produced of the type for which it was awarded.

In the case of services, the Mark must not be directly associated with products in such a way as to suggest that the products themselves have been certified.

In the case of a service, the Mark should be associated with the name of the licensee company and the service to which it relates.

9.2 All documents and sites in which the Mark is to be displayed must be submitted in advance by the licensee company for consideration by AENOR's services or the Committee.

9.3 The licensee company may not use the Mark after:

- the Certificate granting the relevant licence for use has expired;
- receiving notification from **AENOR** that the Certificate has been temporarily suspended or permanently cancelled.

10 OBLIGATIONS

As well as complying with the requirements laid down in paragraph 4.5.3 and Section 9 regarding use of the Marks, the licensee company must:

10.1 Comply with the specifications contained in the standards, and other conditions stipulated in the Specific Rules, for as long as the Certificate remains valid, and inform AENOR if any failure to comply with the above conditions is detected.

10.2 Allow AENOR's services access to documents concerning the certified product or service, and to premises where activities related to the product or service in question are carried out. The company's management must give AENOR's services access to appropriate members of staff able to answer any questions that may arise while carrying out audits.

10.3 Notify AENOR's services of any fact considered of relevance to the evaluation of the quality system or conformity of the product or service, and assist them in their work at all times.

10.4 Make the appropriate payments to cover certification costs.

10.5 Notify the Committee in writing of:

- any modifications made to its quality system that might affect the conformity of the product or service;
- any modifications to the product or service;
- any change or discontinuation (permanent or temporary) in the manufacture of the product or provision of the service;
- any alterations of a legal nature to the company, or changes in its name;
- any change of address of the premises at which the product is manufactured or service provided.

In the light of such changes, a decision may be made to carry out extraordinary checks or tests, chargeable to the licensee company, in order to decide whether the Certificate remains valid (see section 5).

10.6 Keep a record of any complaints from its clients regarding certified products or services, and any corrective actions arising from them, and make such records available to AENOR's services.

10.7 If the Certificate is cancelled, the licensee company undertakes:

- to return the original copy of the Certificate to AENOR;
- not to use copies or reproductions of the said Certificate;
- to remove from its public documentation any reference to certification or the Mark.

11 PENALTIES

11.1 Any failure on the part of the licensee company to comply with the present General Rules or the corresponding contract may be subject to preventive measures.

The Committee may propose to the Director General of AENOR that penalties be imposed. Before proposing penalties, the Committee will notify the party concerned and the Director General of AENOR of its intention to do so, and ensure that the former has the opportunity to present their view. Having received such notification, the party concerned has 15 days in which to request a Committee hearing.

11.2 The following penalties may be imposed:

- a warning, with or without an increase in the frequency of monitoring by means of checks or tests;

- temporary suspension of the Certificate;
- withdrawal of the Certificate.

11.3 In particular, the Certificate will be temporarily suspended or permanently cancelled if there is a failure to comply with the conditions laid down in the contract described in paragraph 4.5.3 or the provisions of sections 9, 10 and 17 of the present General Rules.

In serious cases, the Director General of **AENOR** may decide to impose a temporary suspension as a precautionary measure until such time as the Committee issues the relevant opinion and a final decision can be made.

11.4 The licensee company will be notified in writing of the measures taken.

11.5 In the case of withdrawal, **AENOR**'s services will remove all reference to the company from the Register and any publicity material for which such action is deemed appropriate, and cancel the corresponding Certificate.

11.6 The temporary suspension or permanent withdrawal of the Certificate do not warrant a refund of payments made up to that date.

12 APPEALS

The applicant or licensee may present a reasoned argument in writing against decisions of direct relevance to them made by **AENOR** while applying the present General Rules, within a period of 30 days from the date on which they receive notification of the decision.

The Board of Directors will make a decision regarding the plea. The presentation in writing of a reasoned argument does not stop the implementation of the decision reached.

In resolving an appeal, the Board of Directors may request the Committee's opinion before reaching a final decision.

13 COMPLAINTS

13.1 Complaints regarding a certified product or service should be addressed in writing to the Director General of AENOR.

Upon receipt of a complaint, **AENOR** will request the licensee company to undertake an investigation into the reasons for any non-conformities that may have caused it, and will ensure that the complaint is dealt with in a reasonable period of time.

13.2 **AENOR** reserves the right to carry out an independent investigation as a result of receiving complaints. In this case, the claimant must pay a security to cover the envisaged costs.

Depending on the results, the costs occasioned by the investigation must be met by either the licence holder or the claimant.

13.3 If a complaint is found to be justified, **AENOR** may request the licence holder to implement the appropriate corrective actions, or may apply one of the penalties described in Section 11.

14 SURRENDERING THE CERTIFICATES

The licensee company may surrender the Certificate at any time, in which case it must notify **AENOR** in writing, becoming into effect when **AENOR** confirms in writing its acceptance. Surrendering the Certificate does not warrant exemption from previously contracted financial obligations.

Specific Rules stipulate the measures to be adopted in each case to ensure the controlled use of the Mark on products in stock at the time the surrender becomes effective.

15 CONFIDENTIALITY

15.1 AENOR treats as confidential all company information, data and documents to which it may have access during the processes of imposing penalties, surrendering, granting, maintaining or renewing the Certificate, and only uses such information, data or documents for the purposes of certification as described in this General Rules.

15.2 However, AENOR may show the contents of its files to accreditation bodies and auditors belonging to other certification bodies with which there exists, or it is hoped to achieve, an agreement regarding Certificate recognition, in order to demonstrate documentary evidence of compliance with these General Rules, or to the competent authorities in cases in which the Certificate implies conformity with a compulsory regulation.

16 PUBLICITY

16.1 AENOR regularly publishes a list of companies entered in its Register, together with an indication of the nature of certified products and services.

16.2 AENOR may publish details of any temporary Certificate suspensions that may occur. Similarly, AENOR publishes details of any permanent withdrawals.

17 MISUSE OF THE MARK

17.1 Definitions

The Mark is considered to be misused when used in relation to the following:

- uncertified products or services, or those manufactured at sites other than those covered by the contract relating to the licence to use the Mark;
- products or services for which the Certificate has been temporarily suspended or permanently cancelled.

17.2 Legal action

In addition to the penalties described in section 11, any misuse of the Mark or the Certificate, be it on the part of the applicant company, the licensee or a third party, gives AENOR the right to initiate whatever legal action it considers appropriate, within the framework of current legislation.

18 FINANCIAL CONDITIONS

18.1 Once a year, **AENOR** sets and publishes the charges applying to activities relating to the granting, surveillance and renewal of the Certificate.

18.2 In no case may payments made during the process of granting the Certificate be refunded to the applicant company.

19 RECOGNITION AGREEMENTS

With the authorisation of its Board of Directors, **AENOR** may sign co-operation or mutual recognition agreements with other certification bodies regarding the certification of products or services.

The content of signed agreements takes precedence over the present General Rules.

20 MODIFICATIONS

Any modification to the present General Rules or the Specific Rules are conveyed in writing to the applicant companies and licensee companies affected, specifying where necessary the time limit allowed for applying the new conditions.

ANNEX A

THE AENOR MARK

FOR CERTIFIED PRODUCTS OR SERVICES

DIMENSIONS

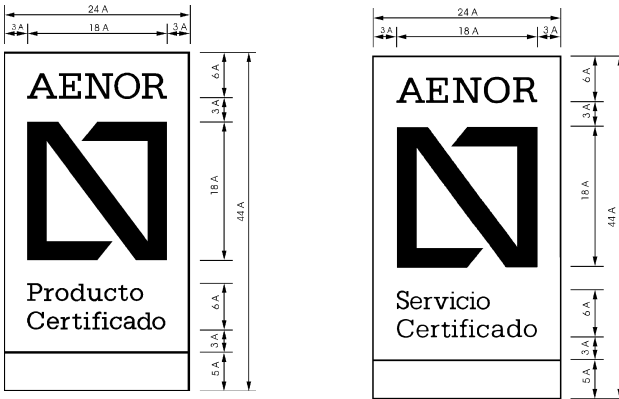


Fig. A

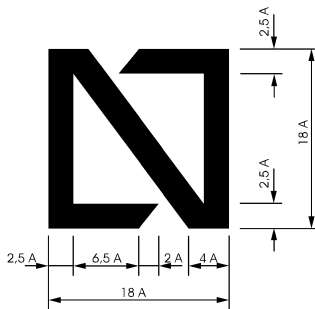



Fig. B

EXAMPLES OF LABELS




COLOURS

1) Black and white

- a) Shown in black (Pantone Black)
 - 1. **AENOR**
 - 2. The logo 
 - 3. “Producto or Servicio Certificado” (Certified Product or Service)
 - 4. The designation of the certified product
 - 5. The lines forming the two rectangles
- b) Shown in white
 - a) The background of the whole label and lower rectangle.

2) Colour

- a) Shown in white
 - 1. **AENOR**
 - 2. “Producto or Servicio Certificado” (Certified Product or Service)
 - 3. The lower rectangle of the label.
- b) Shown in black (Pantone Black)
 - 1. The logo 
 - 2. The lines forming the rectangles
- c) Shown in red (Pantone Red 032C) or black
 - 1. The designation of the certified product
- d) Shown in silver (Pantone Silver 877C)
 - 1. The background of the whole label except the lower rectangle.

SIZE

It is recommended that dimension A in Figure A be no less than 0,5 mm, and dimension A in Figure B no less than 0,25 mm.

The size of the alphanumeric code should be in proportion to the label, providing it fits within the lower rectangle of the label.

TYPEFACE

The lettering shown on the label (Producto or Servicio and Certificado, i.e. Product or Service and Certified) should appear in “Serifa BT” and the alphanumeric code in “Times New Roman”.

NOTE - Before using the **AENOR** Mark for Certified Products or Services in your documentation or elsewhere, such sites must be submitted for approval by **AENOR**.

ANNEX B

THE ENVIRONMENTAL AENOR MARK

DIMENSIONS

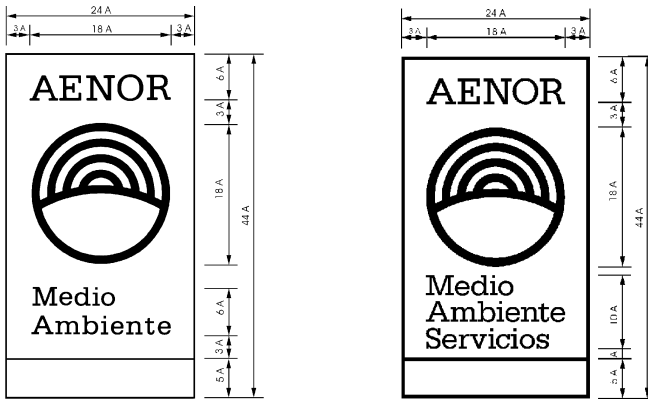


Fig. A

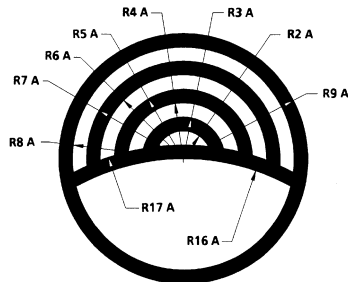



Fig. B

EXAMPLES OF LABELS



COLOURS

- a) Shown in green (100% blue (CYAN), 80% yellow (ALLO))
 - 1. **AENOR**
 - 2. The logo 
 - 3. “Medio Ambiente” (Environment)
 - 4. The lines forming the two rectangles

- b) Shown in green (100% blue (CYAN), 80% yellow (ALLO))
 - 1. The designation of the certified product

- c) Shown in white
 - 1. The background of the whole label and the lower rectangle.

SIZE

It is recommended that dimension A in Figure A be no less than 0,5 mm.

The size of the alphanumeric code should be in proportion to the label, providing it fits within the lower rectangle of the label.

TYPEFACE

The lettering shown on the label (Medio and Ambiente i.e. Environment) should appear in “Serifa BT” and the alphanumeric code in “Times New Roman”.

NOTE - Before using the ENVIRONMENTAL **AENOR** Mark in your documentation or elsewhere, such sites must be submitted for approval by **AENOR**.