

General Organization for Export & Import Control



Ministry of Trade & Industry

SASO program Test and Certification Regulation for Leather Products TCR (GOEIC 04-Leather) The Certification Unit of GOEIC (CU GOEIC)

Prepared by Technical scheme expert





Reviewed by Scheme expert above above Ahmed Alaa Eldin



Approved by Certification unit Manager Wallowski Wael Mohamed

c 01-06

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rart no. (3): Terms and Definitions

3 Terms and Definitions:

The definitions in the Saudi technical regulation for Leather Products are generally used in this document. In addition, the following terms are defined:

CU GOEIC

Is a certification unit of GOIEC which is responsible for ensuring that products meet and continue to meet, the requirements on which certification is based according to ISO/IEC 17065 and the relevant certification scheme.

Client

Egyptian applicant who seek CU GOEIC services mandated form Egyptian factory owner by an official mandate or the owner himself.

GCTC

It refers to general certification terms and conditions. It reflects the concept of certification scheme according to ISO/IEC 17065 which outlines general and common issues about granting certification.

TCR

It refers to test and certification regulation, which reflects the concept of certification scheme according to ISO/IEC 17065 which outlines different issues about granting certification.

TCR (GOEIC 04-Leather)

It is a TCR which full aligns to the Saudi technical regulation of Leather Products.

PCOC

It is a certification document through which CU GOEIC state the type conformity to the essential requirement laid down in the Saudi technical regulation.

TR

It refers to Saudi Technical Regulation for Leather Products.

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Type 3 surveillance certificate

It is a certification document through which CU GOEIC state that the manufacturer implements a PSMS ensuring the products are manufactured in accordance with the type approval certificate and the requirement of TR.

Type 1a

Product certification for all Leather Products.

Type 3

Full production quality assurance (Type 3) for Leather Products for children less than 3years.

PSMS

Product Safety Management System.

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4.1 Introduction

This document (in combination with GCTC) describes the criteria implemented by CU GOEIC as certification body (3rd party CAB) to assure that Leather Products intended for certification with SASO are complying with the relevant mandatory schemes and applicable standards.

Saudi Standards Metrology & Quality Organization (SASO) introduced the new Saudi product safety program called "SALEEM". This program is concerned with the safety of products in the Saudi market.

Under SALEEM, product and shipment conformity program will be operated by the new system called "SABER".

SABER is an electronic platform that helps the local supplier and factory to register the required conformity certificates electronically for consumer products, whether imported or locally manufactured, to enter the Saudi market. The platform also aims to raise the level of safe products in the Saudi market.

4.2 Scope

- **4.2.1** This procedure applied on all leather types (natural-synthetic or a mixture) as mentioned in annex 1 in TR.
- 4.2.2 Expect:
 - Shoes and it is components.
- 4.2.3 Note:
 - Shoes made from forbidden leather in shareaa cannot be put in saudi markets.

4.3 Legal commitments

4.3.1 Initial obligation (application):

It is an initial obligation which laid down in the application form and shall be fulfilled by the client to conduct the needed certification activities.

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.3.2 Certification agreement (See annex 1): It is legally binding document which outli GOEIC and client.	ne the responsibiliti	ies and duties of CU
.3.3 Confidentiality obligation: It is legally binding statement which oblig client to adhere to the confidentiality poli		
4.4 Certification process		
4.1 The procedure for granting and maintain	in a contificate con	

- **4.4.1** The procedure for granting and maintaining a certificate consists of the following stages:
 - Initial discussion.
 - Certification application.
 - Application review.
 - Evaluation.
 - Evaluation review and certification decision.

4.4.2 Initial discussion

As part of the original discussions of CU GOEIC with clients seeking certification, CU GOEIC provides information about the certification process. During this initial discussions, issues concerning the type of products to be certified are clarified. Based on this information, CU GOEIC informs certification procedures, the duration of the assessment and the cost budget. Initial discussions are free of charge.

4.4.3 Certification application (see procedure P LTH-TP-01)

- Clients wishing to obtain certification of their products submit to CU GOEIC a request by completing a special application form.
- The application contain all the necessary information needed by CU GOEIC (e.g. contact information of the client, product type, model no., relevant standards or normative documents client is seeking certification for, etc.).
- The client may also submit any other documentation it deems necessary or helpful.
- All forms must be submitted in Arabic or English.
- By signing the application form, the client agrees to comply with the terms of this document.

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4.4.4 Application review (see procedure	P LTH-TP-01)	
4.4.4.1 CU GOEIC examines the information documentation and, if necessary, see clarifications. This review is performed	eks from the client additional information or	
certification process. – Any known difference in understanding – The scope of certification sought is clea	e product is sufficient for the conduct of the between CU GOEIC and the client is resolved. ar. rces, at the time of application, to conduct the project.	
4.4.4.2 CU GOEIC will refuse the application		
4.4.4.3 Upon acceptance of the application, a financial quotation is sent to the client. At the same time, acceptance is given by the client of the terms of cooperation in the framework of the certification activities described in this document.		
4.4.5 Evaluation (see procedure P LTH- CU GOEIC shall perform conformity assessm certification scheme:	TP-02) nent (Evaluation) steps related to the applicable	
4.4.5.1 Product Certification (Type 1a): Conformity granted to the type that can der or schemes.	monstrate compliance with the relevant standards	
•	ocuments. o for test reports parameters and results, done by pecific technical regulations and applicable	
	and supporting evidence to assess the adequacy of ufactured in conformity with the technical	
	or certification to assure compliance according to	

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4.4.5.2 Full production quality assurance (Type 3):

Conformity granted to the products that can demonstrate compliance with the relevant standards or schemes and are manufactured by an organization implementing an effective PSMS to ensure continuous compliance. The type approval certificate shall be submitted.

- Detailed documents review for all the documents.
- Initial audit visits to the facility within which the product is being manufactured to assure the PSMS adopted ensure manufacturing the products in accordance to what is described in the type approval certificate.
- Evaluation the eligibility of the product for certification to assure compliance according to applicable CAP and standards.

4.4.5.2.1 Initial audit visit

- The purpose of this on-site assessment is to ensure that the adopted PSMS by the client is effective and achieve its intended objective which is the production process yields products which are similar to the type described in the type approval certificate and comply with the essential requirement in TR.
- CU GOEIC will notify the client with an evaluation plan. This plan shall include the composition of the audit team.
- When informed about the composition of the audit team, the client has the right to refuse in writing with reasons (e.g. its competitiveness is affected, or the safeguarding of the client's know-how, due to relationship of the auditor(s) with competitors, is at risk). In such cases, CU GOEIC will redefines the audit team.
- If the client wishes any consultant, who has participated in the development of the product or the management system, to be present during the assessment, he must inform CU GOEIC. The consultant will attend as an observer.
- If there are arisen nonconformities, the client will be formally notified.

4.4.5.3 Evaluation result:

- If evaluation is pending for missing or invalid documents or other needed information to complete evaluation; additional supportive documents will be requested.
- If non-conformities are raised during site visit, the client shall submit the correspondence to complete the certification.
- Evaluation will be repeated upon client re-submission of needed documents/information or sample.

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4.4.6 Evaluation review and certification decision (see procedure P LTH-TP-02)

- **4.4.6.2** Upon evaluation and evaluation review result, there are two possibilities:
 - Product or management system evaluation shows full compliance with TR and applicable standards.
 - Certification decision will be made by CU GOEIC.
 - Granting the PCOC (validity 1 year) or Type 3 surveillance certificate (validity 3 years).
 - The product will be registered in the directory of certified products.
 - Product evaluation shows non-compliance with TR and applicable standards.
 - Rejection decision will be made by CU GOEIC.
 - CU GOEIC informs the client by an official rejection letter detailing the reasons.

4.5 Surveillance (see procedure P LTH-TP-03)

- This step concern only full production quality assurance (Type 3).
- CU GOEIC conduct annual surveillance for the certified client to ensure the continuous effective implementation of the PSMS.
- As a result of the initial assessment, a Type 3 surveillance certificate is issued for a validity of 3 years, as long as annual surveillance audits are successfully passed. Annual surveillance audits shall be announced at least 2 months prior to the audit date and audit plan is mutually confirmed.
- If there are no samples of the certified products, neither in production nor in stock, CU GOEIC reserves the right to carry out additional inspections. The repeated lack of samples may lead to the suspension or revocation of the respective certificates.
- At the end of the audit, CU GOEIC communicates the result to the client; if the result is favorable, the validity of the certificate is conformed.
- If any non-conformities are found, CU GOEIC after adequate assessment, takes the measures considered most suitable depending on the type and importance of the non-conformities. These include, for example:
 - Additional visit is requested (supplementary audit).
 - Increasing the number of samples inspected.
 - Revocation of the Type 3 surveillance certificate.

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4.6 Supplementary audit:

- Supplementary surveillance audits with intervals of less than 12 months can be required by CU GOEIC if:
 - It is required to verify the implementation of a corrective action.
 - There is complaint, evidence, or indications, that the product conformity or reliability is in doubt.
- The supplementary visits may be carried on without any notice. If the client should refuse that CU GOEIC carries on these verifications, CU GOEIC Type 3 surveillance certificate will be immediately suspended. The costs of sampling, tests and visits have always to be paid by the client.

4.7 Extension of certification scope

4.7.1 Extension of scope of PCOC certificate:

- The scope of PCOC certificate can be extended to more models provided that the following conditions are met:
 - Same manufacturing location.
 - Same HS code.
 - Same brand.
 - Same type of material.
 - Test report or PID (Product Identity Declaration) shall be submitted.
 - Same CAP.
 - New additional prescribed requirement (e.g. new SASO requirement).
- The extension is granted, after the client submits a new application, accompanied by the test report, in accordance with applicable safety test parameter.

4.7.2 Extension of scope of Type 3 surveillance certificate:

- The surveillance certificate can be extended:
 - To new product types produced in the same production facility.
 - To same product types produced in different production facilities of the client.
- The extension is granted, after the client submits a new application, accompanied by the relevant documentation, in accordance with applicable scheme.
- CU GOEIC inform the client with the needed assessment or documents.
- The required assessment in principle and, where appropriate, includes the following:
 - If the client wants to extend the scope to additional product types manufactured on the same production site, the applicable tests to be conducted are as specified in the TR.
 - If the client wants to extend Type 3 surveillance certificate to the same product type produced in other sites, the entire assessment described in this document shall be repeated for each additional facility.

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4.8 Recertification

4.8.1 For PCOC certificate:

For recertification request, the client shall resubmit new application specifying renewal. The validity of PCOC is one year. The renewal request should be submitted 2 months prior expiry.

4.8.2 For Type 3 surveillance certificate:

Recertification audit is then required every three years. The recertification is conducted three years after initial audit. This re-audit does not mean that the client will be starting over with CU OGIEC processes. Client's company will have all the advantages and benefits that maintaining a long-term partnership with CU GOEIC. This includes a familiar and knowledgeable auditor who will continue to work with the client to add value to his company and the value-added services of a system he knows and trust. Recertification schedule should be started two months prior to the expiration of client's certificate. This helps to ensure that there is no lapse between the expiration of client's old certificate and the issuance of the new certificate.

4.9 Maintenance and improvement of this document

This scheme will be reviewed as part of the management review of the QMS of CU GOEIC, at least once every one year. This review will, among others, include information about the certificates granted, problems reported in the application of its provisions, any feedback from the clients or other stakeholder, developments in scheme owner (SASO).

4.10 The methodology for calculation of certification fees

4.10.1 We charge commercial fees for our services according to the market:

Items	Fees (EGP)
Document review / application	5000
Site visit / day	2500
Appeal	1000

4.10.2 All quotations are based on the information in our possession at the time of preparing the quotation. And the client is obliged to pay any additional charges may be made, in future, for any work not apparent at the time of quotation, for example:

- Testing: needed for completing the test parameters.
- Retest work: needed as a result of failure to meet test requirements
- The fee of investigation in the matter of problems resolution.

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5.1 Annex 1: Certification agreement model

Contract NO:

In Cairo today on, by and betw	ween the General Organization for Export and Import Control, hereinafter
called «GOEIC», with registered office in	, which was duly established as per
Law/Presidential Decree	by which its status were also approved, lawfully represented during
the drawing of the present by	, on the one part, and the company under the corporate name
«», with registered off	ice in, lawfully represented during drawing of the
present contract by, he	reinafter called «beneficiary», on the other part, the following were
mutually agreed and stipulated:	

1 Scope of the contract

The certification unit of GOEIC grants to the contracting beneficiary, upon evaluation, the needed SASO Certificate of Conformity.

2 Validity of agreement

This agreement is effective upon signature of both parties. The agreement is valid until the expiry of the PCoC.

3 Obligation of the beneficiary

The beneficiary is assumed to be acknowledged, full aware and accept of the General Certification Terms and Conditions, and the applicable Test and Certification Regulation (both are public available).

- 3.1 The beneficiary is responsible for the compliance of the type with the applicable regulation and standards.
- 3.2 The products for which the certificate is granted will be produced to the same specifications as the sample that the CU GOEIC found by review to be in compliance with the regulations. The beneficiary shall immediately inform the CU GOEIC of any changes to the certified product.
- 3.3 The client accepts the approved subcontractor of GOEIC in the pursuit of certification activities provided that GOEIC is committed to ensure the confidentiality and impartiality of those subcontractors. If there is convincing reasons the client has the right to object and change those subcontractors.
- 3.4 Modifications to the certified products are not allowed without obtaining the written approval by the certification unit of GOEIC.
- 3.5 The beneficiary is required to restrict the use of certificates covered by the present contract, exclusively to the products manufactured in the above mentioned location. And in a manner not to make any misleading or unauthorized statement. GOEIC may terminate the present contract with immediate effect in the event that any such unlawful use is established.
- 3.6 The beneficiary is required to place under the consideration of the certification unit of GOEIC, in order to obtain the relevant approval, all the documents/printed materials, as well as its promotional material making reference to these certificates. This notification will take place prior to any use or release of the beneficiary's printed and general promotional material.

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- 3.7 In case of this contract became invalid, for any reasons, the beneficiary is obliged to stop within one week at the latest any use or advertising of the certificates of the present contract, return to the certification unit of GOEIC within the same period the original of PCOC and Inform in writing the certification unit of GOEIC, within the said deadline, for the termination or withdrawal of any relevant reference to the withdrawn certificates.
- 3.8 The beneficiary is required to inform the certification unit of GOEIC, within two (2) weeks, or sooner if necessary, of changes that may affect its ability to conform to the certification requirements.
- 3.9 If the beneficiary provides copies of the certificates granted to others, the documents shall be reproduced in their entirety.
- 3.10 The present contract may be terminated without debit prior to the time of the expiration of its term by any of the contracting parties by notice in writing. In any case, irrespective of the grounds for the termination of the present contract either by the beneficiary or by the certification unit of GOEIC, the beneficiary is obliged to pay the certification unit of GOEIC the cost of the tests carried out until the time of termination, as well as any other foreseen costs that corresponds to that date. No claim can be made for the refund of any payments having taken place until the time of termination. In case of termination of the contract, the termination will be effective a month after the date the written notice for termination has been received by the other party.
- 3.11 The beneficiary shall use the certificate of conformity considering the following terms:
 - The beneficiary can use the granted certificate in his brochure or other documentation materials after review and approval of the certification unit of GOEIC.
 - The beneficiary shall ensure that publications and advertisements do not cause confusion to the user between certified and non-certified products.
 - To ensure the correct application of the above, the beneficiary is advisable to bring to the attention of the certification unit of GOEIC any written or audio-visual material destined for wide publicity and which makes reference, directly or indirectly, to the granted certificate or to the certified products in general and to obtain the agreement of CU GOEIC. Otherwise, as well as for every misuse, CU GOEIC will take the relevant measures.
 - The granted certificate concerns strictly only the beneficiary to which it was awarded and is not transferable.
 - The granted certificate should be published and generally only be used in its entirety. If the beneficiary wants to publish part of it, he shall obtain a written permission from the CU GOEIC.
- 3.12 In case the beneficiary is different from the manufacturer of the product, the beneficiary will be obliged with all duties of the manufacturer (including administrative and technical duties), otherwise the mandate implies different provision.
- 3.13 The beneficiary is committed always to meet the certification requirements, including the implementation of appropriate modifications when notified by GOEIC.

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- 3.14 The beneficiary shall, for a period ending at least 10 years after the product has been placed on the market, keep at the disposal of the Saudi national authorities the applied PSMS (including records), and any evaluation or audit reports and decisions notified by GOEIC.
- 3.15 The beneficiary shall make all arrangements and maintain a record for the received complaints (related to the certified products) including appropriate actions taken and their effectiveness and make it available to GOEIC whenever requested.

For Type 3 scheme:

- 3.16 The beneficiary is responsible for arranging the site visit whenever requested.
- 3.17 After initial certification, the beneficiary shall commit to the obligations and needed resources of the applied PSMS to maintain this it effective and adequate as found in the initial site visit. This system shall include the production processes, final product inspection and testing of the concerned products and shall always ensure continuous productions of products conform to the applicable requirement of the Saudi technical regulation and the approved type. The beneficiary shall immediately inform GOEIC of any changes to the certified product and the management system.
- 3.18 The beneficiary shall make all necessary arrangements needed by GOEIC (i.e. conduct site visits for surveillance including provide the full access for GOEIC auditors for the provision of documents and records review and the needed production site, warehouse, instruments and subcontractors) and accept receiving observers on the audit process by official accreditation bodies.
- 3.19 The beneficiary acknowledge that GOEIC can, and has the right to, perform non-announced site visit in special cases (e.g. repeated complaint or accreditation body action).

4 Certification fees

Fees related with the activities under the scope of this agreement, will be charged according to the clause 4.7 in the TCR (public available).

The fees shall be made at the cashier's office at GOEIC, Cairo airport, in front of new cargo village.

5 Liability

- 5.1 GOEIC will take all necessary measurement to pay all due care and skill in the performance of the services and accepts responsibility in cases of proven gross negligence.
- 5.2 Total liability to the beneficiary in respect of any claim for loss, damage or expense of any nature and howsoever arising shall be limited, in respect of any one event or series of connected events, to an equal to the fees paid to the certification unit of GOEIC under this contract.
- 5.3 The commitment to this liability responsibility is valid for one year after the date of the certification unit of GOEIC completing performing the service.

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5.4 No liabilities due on the certification unit of GOEIC side towards the beneficiary:

- For any loss, damage or expense arising from
 - A failure by the beneficiary to comply with any of its obligations herein.
 - Any actions taken or not taken based on the reports or the certificates; and
 - Any incorrect results, reports or certificates arising from unclear, erroneous, incomplete, misleading or false information provided to the certification unit of GOEIC;
- For loss of profits, loss of production, loss of business or costs incurred from business interruption, loss of revenue, loss of opportunity, loss of contracts, loss of expectation, loss of use, loss of goodwill or damage to reputation, loss of anticipated savings, cost or expenses incurred in relation to making product recall, cost or expenses incurred in mitigating loss and loss or damage arising from the claims of any Third party (including without limitation product liability claims) that may be suffered by the beneficiary;
- Any indirect or consequential loss or damage of any kind (whether falling within the types of loss or damage identified in (b) above).
- 5.5 The granting of the certificate(s) of the certification unit of GOEIC does not exclude, under any circumstances, the beneficiary's own liability in accordance with the Egyptian or Saudi law, with respect to any defects of the products produced, services provided or activities carried out at its enterprise.

6 Confidentiality

Both parties undertake to maintain the confidentiality of data exchanged between them, as a result of entering or performing this agreement, and that shall be in accordance with the provisions of the applicable laws in the Egypt.

7 Subcontracting

The beneficiary agrees to permit elements of the certification process to be performed by a subcontractor authorized by the certification unit GOEIC.

8 Governance

This Agreement shall be governed and construed in accordance with the applicable laws in Egypt.

9 Disputes

All disputes that may arise in connection with this agreement are to be settled in accordance with the appeal procedures (public available) of the certification unit of GOEIC. By signing this agreement, the beneficiary acknowledges, recognizes and accepts the procedures of handling complaints and appeals.

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10 Changes done by the beneficiary affecting certification

In the case changes affecting certification occur from the beneficiary side, the beneficiary is obliged to immediately inform the certification unit of GOEIC on any of the below mentioned changes:

- Any intended modification in the product, its design, and its packaging materials. In addition the manufacturing process or the quality management system, if applicable.
- Change or modification in key personnel appointment or position (e.g. mandated applicant)
- Any change concerning specification of the certified product, whether it is a change in the composition (removing or adding new raw materials), changes of manufacturing site, changes in the label (content, color or packaging materials) and any other change that is considered to affect certification.

In all way, it is advisable for the beneficiary to inform CU GOEIC for any changes to identify whether they affect certification.

11 Changes in the scheme and standards

In case there is amendment or changes in standards upon which the product is certified, the certification unit of GOEIC will take the decision what to do.

Any changes or revisions will be communicated in writing to the beneficiary, determining the time limits for the adaptation to the new requirements. In cases of disagreement with the above mentioned changes, the beneficiary can discontinue the use of the certificate.

12 Suspension/Withdrawal/Cancellation of Certificate

- The certification unit of GOEIC will take an immediate actions in case of failing to comply with this agreement, the Product Certification Terms and Conditions and the applicable TCR. this action could be Suspension and subsequent withdrawal.
- Certificate revoking.

13 Complaints Handling by the beneficiary

- 13.1 The beneficiary shall keep records and upon request report to the certification unit of GOEIC any complaints regarding those aspects of the products covered by the certificate. The beneficiary shall take appropriate action with to respect such complaints and any deficiencies found in products or services that affect compliance with the requirements for certification. The beneficiary shall keep records of such action.
- 13.2 Furthermore, the beneficiary is required to maintain records detailing all complaints from their customers indicating that they have investigated the problem, assigned responsibilities, completed corrective actions, and made suitable responses to their customers.
- 13.3 In addition, if any complaint received by the beneficiary of CU GOEIC or any interested party where it is necessary to visit the beneficiary premises then the beneficiary shall make all necessary arrangement and demonstrate the actions taken on such complaints.

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parties' written agreement. 14.3 The courts of Cairo will have competent jurisd the implementation of the present contract.	e said contract may only take place upon the contracting liction to settle any dispute which may arise in the course of
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