



## FORMAL COMPLAINT SUBMITTAL r0

Asia Pacific Accreditation Corporation APAC  
PO Box 5154  
South Turramurra  
NSW 2074 Australia

Via email to [secretariat@apac-accreditation.org](mailto:secretariat@apac-accreditation.org)

12 September 2019

### 1. PREAMBLE

Oxebridge Quality Resources International (Oxebridge) raises the herein complaint against the accreditation body **International Accreditation Service (IAS)** of Brea California USA. The complaint is based on multiple incidents wherein, Oxebridge alleges, IAS has violated and/or ignored critical requirements of ISO 17011 as well as ignored or justified clear violations of ISO 17021-1 by its accredited certification bodies (CBs).

Oxebridge hereby requests that APAC investigate the claims made herein against IAS which holds membership in the International Accreditation Forum (IAF) and is subject to the appropriate requirements thereof.

NOTE: ISO 17021-1 clause 4.7 indicates that complaints may be issued to certification bodies by "*parties that rely on certification,*" and not only direct clients of the certification body. It furthermore references ISO 10002 in its section on complaints, and ISO 10002 allows for the submission of complaints to certification bodies by "interested parties," and not just direct customers. Based on this information, Oxebridge asserts it right to submit this complaint not only on behalf of its clients, but on behalf of itself as an interested party and industry stakeholder, directly concerned with the validity of the certificates issued by accredited certification bodies.

The exhibits referenced herein have been securely stored on Dropbox, and may be downloaded via the following link:

<https://www.dropbox.com/sh/tfpb6yqqbugijk4/AADUwuQ1ffSOP-AHNwdLVQToa?dl=0>

### 2. COMPLAINT # 1: ALLOWING ACCREDITED CBs TO VIOLATE IAF MD 5

Oxebridge alleges that IAS has shown not only a systematic willingness to allow its accredited certification bodies to ignore and violate the minimum audit duration requirements of IAF Mandatory Document 5 (MD5), but has taken an official position allowing its CBs to do so.

#### Background

Oxebridge received multiple complaints regarding IAS accredited CBs as part of its "ISO Whistleblower Program." Because the best evidence was related to two specific CBs, our complaints to IAS were filed regarding these.

The first complaint filed with IAS was regarding its certification body ACS W3 Solutionz (“ACS”). The complaint that ACS quoted a simultaneous integrated management system certification for ISO 9001, ISO 14001 and ISO 45001 but failed to follow IAF MD5 requirements for audit duration. The quote is attached as EXHIBIT 01.

Oxebridge submitted a formal complaint to ACS on August 17, 2019; see EXHIBIT 02. In that complaint, Oxebridge alleged the following:

- i. The ACS quote did not list the employee count for the client, so there was no way to know if they considered this during development of the audit duration.
- ii. The ACS pricing showed a single line item for each standard, with a price of 8,500 dirhams (~\$2,300 US) for each service. This does not appear to be sufficient to account for the required man-days per IAF MD5. IAF MD5 would have required between 10 to 15 audit days, which would have cost significantly more.
- iii. The section of the proposal where audit man-days were to be specified instead left blanks for each stage, so that the “man days” was not filled in at all.
- iv. The quote did not record the duration of the audit as required by ISO 17021-1.
- v. The quote included the IAS mark, indicating the services would be subject to accreditation, even though the quote clearly violated the accreditation rules.

ACS responded to Oxebridge (see EXHIBIT 03) and denied the complaint, finding itself clear of any violations. In that response, ACS representative Shahid Mushtaq based his denial on the spurious argument that ISO 17021-1 and IAF MD5 cannot be violated at the quoting stage since, at that stage, there is no contract and no certificate has been issued. Specifically, Mr. Mushtaq wrote:

*We did not issue the certificate to the client, you should raise a complaint once the client has such a certificate issued by us under IAS accreditation there should be a formal complaint on that. We do have tie-ups with other CBS for issuing the IAS accredited certificate for the scopes that we don't have. You should have asked me first for such issues and then you can raise such complaints.*

The complaint was then escalated to IAS for formal investigation on August 18, 2019 (see EXHIBIT 04). IAS did not acknowledge receipt, prompting Oxebridge to request acknowledgment on September 3. IAS acknowledged the complaint at that time.

On September 8, IAS provided a response, claiming it found ACS had not violated any rules; see EXHIBIT 05. Like ACS, the IAS representative Mohan Sabaratnam used the astonishing rationale that since no contract had been signed and no certificate issued, ACS could not have violated ISO 17021-1 or IAF MD5. The IAS response is attached as EXHIBIT 04. The salient portion follows:

*The above organization informed us that it had not issued the certificate to the client.*

IAS also claimed, without explanation, that:

*Further, accredited MSCBs cannot issue certificates with the IAS and IAF logo outside the scope of accreditation.*

This detail is confusing, in that ACS holds accreditation by IAS for all three of the management system certifications referenced in the quote. The resulting response by IAS was, therefore, both deceptive and needlessly confusing.

On August 17th 2019, Oxebridge filed a nearly identical complaint to the certification body AQC Middle East FZE (AQC). Oxebridge found that AQC likewise quoted an impossibly underpriced proposal for simultaneous ISO 9001, ISO 14001 and ISO 45001 certification. The proposal is attached as EXHIBIT 06.

Oxebridge's complaint (attached as EXHIBIT 07) alleged the following:

- i. The ACS quote did not list the employee count for the client, so there was no way to know if they considered this during development of the audit duration.
- ii. The pricing showed a single line item for each standard, with a price of \$3,000 dirhams (\$816 US) for each service, with a total cost being 9,450 dirhams.
- iii. The pricing did not take into account the size of the company, and instead roughly equated to a single audit day for each of the three standards, for a total of three audit days for the entire three-year contract, and for all three management system certifications. IAF MD5 would have required between 10 to 15 audit days.
- iv. The quote did not indicate any pricing at all for subsequent surveillance audits, which are mandatory for certification.
- v. The quote did not record the duration of the audit as required by ISO 17021-1.

Only one day later, on August 18, AQC representative Vartika Rastogi responded, denying the complaint and closing it. In their explanation, AQC made the identical argument as ACS, again claiming that the accreditation rules do not apply prior to contract or "certification activity":

*"Nothing is finalised neither the formal AQC application is received in AQC Application format and nor the quotation is accepted by the client. No agreement has signed with client company therefore no certification activity is started. So no stakeholder can claim that we are not following the due process of certification activities and not following the MD 5 or ISO 17021-1."*

The full response by AQC is attached as EXHIBIT 08.

AQC went one step further, however, and submitted to Oxebridge the confidential "Application" document provided by the potential client, in support of its position. At no time did the client give AQC permission to disclose this information.

Oxebridge then escalated the complaint to IAS on August 18<sup>th</sup> (see EXHIBIT 09). In that complaint, Oxebridge raised the issue of the failure to abide by MD5 as well as an additional issue, that AQC violated the confidentiality requirements of ISO 17021-1 clause 4.6.

IAS responded simultaneously with the prior complaint against ACS (see again EXHIBIT 05), and again found the CB did not violate the accreditation rules. Again, Mr. Sabaratnam relied on the identical argument that the rules cannot be violated prior to either contract or issuance of a certificate:

*"Upon receiving an enquiry AQC submitted a Quotation, no application was signed or agreed at this point. No audit program was established and no audit dates were confirmed so I am confused as to how*

*Oxebridge can claim that AQC is not following MD5. Further there is no requirement in Iso/IEC 17021-1 or IAF MD5 that requires the accredited organization to indicate the audit duration time on the quotation. This is outside the scope of ISO/IEC 17021-1.”*

In its response, IAS ignored the portion of the complaint related to confidentiality rules and ISO 17021-1 clause 4.6 entirely.

**Specific Allegations:**

Based on this information, Oxebridge alleges the following:

**ALLEGATION 1-A:**

Oxebridge alleges that IAS is in violation of ISO 17011:2017 clause 7.1 – as well as the entire purpose of ISO 17011 – by failing to enforce the accreditation requirements of ISO 17021-1 and IAF MD5 on its CBs. By adopting an official position that CBs are not held to the rules of ISO 17021-1 and IAF MD5 until after either a contract is signed or a certificate issued, IAS is arguing to invalidate nearly **half** of IAF MD5. Clause 0.1 (the very first sentence) clearly demands:

*0.1. The correct determination of the audit time for an initial audit (Stage 1 plus Stage 2) is an integral part of the **application review** for any client organization.*

and continues:

*0.3. CABs shall identify the audit time of the Stage 1 and Stage 2 initial audit and of surveillance and re-certification audits for each **applicant** and certified client.*

It is clear that IAF MD 5 applies not only to contracted clients, but applicants.

IAS’ argument would likewise invalidate the entirety of IAF MD5 Clause 2 (“Application”), portions of Clause 3 related to the application and initial audit calculations, and all of Clause 4. That clause deals solely with determining duration for the initial certification audit. This is **always** done prior to a contract, since a client cannot undergo an “initial” audit if they already have a contract in place with the CB.

IAS’ argument that the rules do not apply until after a **certificate** is issued is even more ludicrous, given that the nearly the entirety of IAF MD5 is dedicated to ensuring the certificate is only issued after the audit duration rules are followed.

**ALLEGATION 1-B:**

Oxebridge alleges that IAS violated ISO 17011:2017 clause 7.12 by willfully ignoring its obligation to enforce ISO 17021-1 clause 4.6 on confidentiality, which reads:

*To gain the privileged access to information that is needed for the certification body to assess conformity to requirements for certification adequately, it is essential that a certification body does not disclose any confidential information.*

Specifically, IAS refused to address a specific portion of the complaint made against AQC Middle East FZE regarding that CB’s leaking of confidential client information. IAS furthermore is willfully allowing its accredited

certification body, AQC Middle East FZE, to continue to distribute confidential information without permission, since IAS did not hold the CB accountable.

### **3. COMPLAINT # 2: ALLOWING CBs TO USE THE IAS MARK FOR PROHIBITED ACTIVITIES**

Oxebridge alleges that IAS has either shown a willingness to allow CBs – whether accredited by it or not – to use their accreditation mark while engaging in prohibited activities, or has been wholly unable to control the use of its mark as required by ISO 17011.

#### **Background**

Over the period of two years, Oxebridge has directly received a number of solicitations from various CBs requesting partnership deals or other unseemly relationships with them, wherein Oxebridge – an ISO consulting firm – would provide them leads or other marketing.

In November 2018, Oxebridge wrote to IAS senior management to alert them to this problem, listing just some of the CBs who had approached Oxebridge for referral deals. In that email, the CBs mentioned included Intercert, E-startup India, and ISPL Cert. IAS responded on November 13, indicating that such relationships may not be in violation. This exchange is included as EXHIBIT 10. In that email, Mr. Sabaratnam wrote:

*“The reason is that IAF does permit entities to operate on behalf of accredited management systems certification bodies. These entities may not be wholly or partly owned or employed by the CB. Further, these entities may or may not be located in the same country as the CB head office and may be a representative, agency, franchisee or sales office of the CB or any entity which has a contractual relationship with the CB for performing certification activities. The new IAF MD 23:2018, Control of Entities Operating on Behalf of Accredited Management Systems Certification Bodies does spell out the practices.”*

This response appears to be a wholesale misunderstanding of the issue. Oxebridge was reporting the intended partnerships between CBs and itself – a consulting firm – and said nothing about the kinds of relationships Mr. Sabaratnam mentioned.

In its defense, we did not pursue this further with Mr. Sabaratnam, so did not send copies of the emails to IAS. However, given the sheer volume of the requests, it defies belief that IAS could remain unaware of the use of its logo and name in such marketing.

To date the following CBs all approached Oxebridge for purposes which appear to violate ISO 17021-1’s rules on managing conflicts of interest:

Company	Location	Website	IAS Accredited?
QACS	India, Qatar	<a href="http://www.qacsworld.com/">http://www.qacsworld.com/</a>	Yes
SIS Certifications Pvt Ltd	India	<a href="http://www.siscertifications.co.in/">http://www.siscertifications.co.in/</a>	Yes
Aambitious Assessment Pvt Ltd	India	<a href="http://www.aapcertification.in">www.aapcertification.in</a>	Yes
Globus certifications Pvt. Ltd	India	<a href="http://www.globuscertifications.com">www.globuscertifications.com</a>	No
AQC Middle East FZE	India, Middle East	<a href="http://aqcworld.com/default">http://aqcworld.com/default</a>	Yes
DAS System & Services Pvt. Ltd	India, Middle East	<a href="http://dascertifications.com/">http://dascertifications.com/</a>	Yes
InterCert	India	<a href="http://www.intercert.com/">http://www.intercert.com/</a>	Yes
Indraprastha SystemCert	India	<a href="http://isplcert.com/">http://isplcert.com/</a>	No
International Quality Management System	India	<a href="http://isoindia.com/">http://isoindia.com/</a>	No
E-Startup India	India	<a href="https://www.e-startupindia.com">https://www.e-startupindia.com</a>	No
Integrated Assessment Services Pvt.Ltd	India	<a href="http://www.iascertification.com/">http://www.iascertification.com/</a>	No
QA Certification Services Pvt. Ltd.	India	<a href="http://www.qacertification.asia">http://www.qacertification.asia</a>	Yes
Universal Quality Standards Registrar	Nepal	<a href="http://isonepal.com">http://isonepal.com</a>	No

*(Note: ISPL has since marketed itself as accredited by DAC, and no longer claims IAS accreditation. IASISO appears to have removed all marketing, entirely.)*

Furthermore, with only a few minutes of searching on Google using the string “IAS Accreditation ISO 9001,” Oxebridge was able to pull up more examples of companies using the IAS logo while conducting prohibited activities. This includes Universal Quality Standards Register (Nepal) which appears to be using the logo without permission.

In another complaint filed through the Oxebridge ISO Whistleblower Program, it was revealed that “QA Certification Services” was circulating proposals under the consulting firm name “Al Raeda Consultancy,” offering simultaneous ISO 9001 implementation and certification, for one price. This was reported to IAS and acted upon, but acts as another example of an accreditation mark that has lost all control in the marketplace.

### **Specific Allegations:**

Based on this information, Oxebridge alleges the following:

#### **ALLEGATION 2-A:**

Oxebridge alleges that IAS has shown a pattern of years of lackadaisical if not wholly absent, enforcement of its logo, in violation of ISO 17011:2017 clause 4.3.5, which reads:

*The accreditation body shall take suitable action to deal with incorrect or unauthorized claims of accreditation status, or misleading or unauthorized use of accreditation symbols and the accreditation body logo.*

*NOTE Suitable actions can include requests for corrective action, suspension, withdrawal of accreditation, publication of the transgression and, if necessary, legal action.*

#### **4. SUMMARY AND CLOSING**

In summary, Oxebridge makes three separate allegations against IAS, as follows:

1. IAS stands in violation of ISO 17011:2017 clause 7.1 and the bulk of related clauses, if not the entire spirit of the standard, by arguing that its accredited CBs can violate ISO 17021-1 and IAF MD5 at any time prior to either the signing of a contract or the issuance of a certificate.
2. IAS violated ISO 17011:2017 clause 7.12 by willfully ignoring its obligation to address and enforce ISO 17021-1 clause 4.6 on confidentiality in the complaint filed by Oxebridge.
3. IAS is in violation of ISO 17011:2017 clause 4.3.5 for failing to control the use of its mark by both its accredited CBs as well as unaccredited CBs who illegally use the mark.

Oxebridge formally requests that APAC conduct a thorough and objective investigation into this complaint against IAS accordance with its obligations under the MLA and rules governing membership in the International Accreditation Forum.

Respectfully,



Christopher Paris  
VP Operations  
Oxebridge Quality Resources International LLC