BİLİŞİM ÜRÜNLERİ/SÜREÇLERİ BELGELENDİRME PROGRAMI

INFORMATION PRODUCTS / PROCESS CERTIFICATION PROGRAM

Doküman Kodu/Document Code: PR-25

Yayın Tarihi/Publication Date: 01.05.2021

PART ONE
Purpose, Scope, Basis, Abbreviations and Definitions

Purpose

ARTICLE 1- (1) This Certification Program; It has been prepared for the purpose of carrying out the IT product, process and system conformity assessment activities that CERTBY is carrying out in Turkey and internationally, and regulating the procedures and principles of using the documents issued within the scope of these activities and, if any, the brands associated with them.

Scope

ARTICLE 2- (1) This Certification Program covers the procedures and principles related to the execution of CERTBY IT product, process and system conformity assessment activities. The documents that fall within the scope of this Certification Program are given in the attachment.

(2) The Certification Manager has the authority to decide on the certification issues to be started. Certification Manager; In consultation with the experts and auditors and as a result of the technical work of the experts and auditors on the new topic, it is decided whether an evaluation/certification will be made on the new topic. If new issues are not covered by a separate Certification Program, they are added to Annex 1 in the first revision. For a new subject, if necessary, a Technical expert can be used based on his competence and experience in this field and is included in the expert pool / list. If the new subject is outside the scope of competence, it may be decided not to make certification, in which case the application is rejected.

Basis

ARTICLE 3- (1) This Certification Program has been prepared based on the ISO / IEC 17065 standard.

Abbreviations and Definitions

ARTICLE 4- (1) Some abbreviations and definitions in this Certification Program are given below;

Certification Program: CERTBY's IT Products/Processes/Systems Conformity Assessment/Certification Program,
Document: The document issued as a result of the certification process carried out within the scope of this Certification Program and the principles of the CERTBY quality management system,
Trademarks: The trademarks registered by CERTBY and TÜRKAK and given the right to use on the product subject to the certificate with the contract arranged
Standard: Turkish Standards and ISO standards,
Certification Criteria: The document published by TSE and international standards such as EN, ISO, IEEE, taking into account the current technological knowledge level, the features of the product and

the conditions of our country, to form the basis for certification until publication, in matters where there is no standard that can be used for certification,
Trade Model: In addition to the trademark of a product, the sub-brand, naming or coding used on the commercial product, which determines the product description,
Manufacturer: A natural or legal person who produces, manufactures, improves or introduces himself as a producer by putting his name, trademark or distinctive mark on the product,
Real Manufacturer: The manufacturer who designs the product of informatics or has it made, or produces a designed product at its own production site,
Applicant: The natural or legal person applying for a product/process/system conformity assessment by assuming the obligations stipulated by CERTBY's IT product/process/system conformity assessment/certification system,
Certificate Owner: Real or legal person who has fulfilled the obligations stipulated by CERTBY's information product / process / system conformity assessment system, and who is entitled to receive a certificate for products / systems / processes that are produced in accordance with the relevant standard or certification criteria,
Contract: The contract signed between the applicant and CERTBY that regulates the conditions of the right to use the document and / or the trademark for a product / process / system deemed sufficient to grant a document and / or the right to use a trademark within the scope of this Certification Program,
Conformity Documents Given According to Regional and International Agreements: Documents issued by CERTBY by applying these rules within the framework of international certificates held by CERTBY's team and given the right to use an associated brand, if any,
Suspension: With the decision of the Certification Commissions for the elimination of the company request or the detected contradiction and / or nonconformity, the temporary suspension of the certificate holder organization's right to use the document and trademark before the contract is terminated,
Cancellation of Document and Termination of Contract: Termination of the right to use the document and trademark given to the organization,
Unit Verification Certificate: If the final inspection, test and control is foreseen after the product, device or systems are installed in the place where they will be used according to the relevant standard; It refers to the document issued for the prototype product, device or system examined, if found appropriate by inspection and experiments on the prototype to be established.
Quality Manager: Refers to the CERTBY Certification Body Management Representative.
Certification Directorate: CERBY Certification Body refers to the unit where certification activities are carried out.

PART TWO
Committees

Certification Committee

ARTICLE 5- (1) It is a body formed by the personnel working within CERTBY to operate within the body of CERTBY in a way that can ensure the principles of impartiality, independence and transparency.

(2) Certification Committee; It is the authorized body that evaluates and decides on the issues regarding the procedures to be carried out in case of differences in the applications within the framework of the principles of this Certification Program and the applications for certification upon request. It is collected when there will be documentation and it is decided by majority of votes. In case of a tie, the vote of the chairman of the committee is counted as two.

(3) CERTBY is the body, which is authorized to evaluate and approve the adequacy of the personnel to be assigned in certification and examination activities, and is composed of authorized persons in the subjects for which conformity assessment service is provided, it meets annually and when necessary, in the appointments of experts, and the decision is made by majority of votes. In case of a tie, the vote of the head of the committee is counted as two.

Complaints and Objections Committee

ARTICLE 7- (1) It is the body that decides the objections, complaints and disputes related to the services carried out by CERTBY, which is formed from persons (payroll and / or contracted personnel) who are working within CERTBY and who have knowledge and experience in conformity assessment services, in a way that can provide the principle of impartiality, independence and transparency. and it is decided by majority vote. In case of a tie, the vote of the head of the committee is counted as two.

Impartiality Committee

ARTICLE 8- (1) In the realization of conformity assessment activities carried out by CERTBY; It is the body formed by people who have knowledge and experience in matters where conformity assessment service is provided, in order to monitor impartiality, policies and practices and to make recommendations to senior management by evaluating the results. Industry experts, customers, suppliers and related parties can be included in the meeting. It convenes at least once a year and the decision is made by majority of votes. In case of a tie, the vote of the head of the committee is counted as two.

PART THREE
Application Requirements and Acceptance

ARTICLE 9- Certifications

SPICE (TS ISO/IEC 15504 or ISO/IEC 330xx) Certification

SPICE Certifications are given with the Software Process Improvement and Skill / Maturity Level Determination rules of the relevant standard. It is conducted by SPICE Provisional (SPICE Auditor) and SPICE Competent/Principal Assessor (SPICE Lead Auditor) who have been trained, completed and passed the prerequisites, from the authority Intacs. Approved SPICE Auditor / Lead Auditors are published on the Intacs web page (https://www.intacs.info/) with Intacs ID numbers and competence certificates. For SPICE audit and certification, it is sufficient to have 1 SPICE Competent/Principal Assessor (SPICE Lead Auditor) and 1 SPICE Provisional (SPICE Auditor) (if any).

The processes evaluated within the scope of TS ISO / IEC 15504 certification are presented in ANNEX-3, and the processes evaluated within the scope of ISO / IEC 33002 certification are presented as examples in Annex-4.

TS ISO/IEC/IEEE 12207 Certification

TS ISO / IEC / IEEE 12207 Certification is the certification made by the audit and evaluation of TS ISO / IEC 15504-7 Level 1 Basic Processes (See Annex 2). This certification is carried out by at least 1 SPICE Competent/Principal Assessor (SPICE Lead Auditor) or at least 1 SPICE Provisional Assessor (SPICE Auditor).

The processes evaluated within the scope of TS ISO / IEC / IEEE 12207 certification are presented as an example in ANNEX-4. Matching for certification scope is made according to the ISO/IEC 15504-12207 software life cycle adaptation document.

TS ISO/IEC 25051 and SOME Activity Evaluation Guide Certification

TS ISO/IEC 25051 and SOME Effectiveness Evaluation Guide studies tested by Common Criteria Test Laboratories with ISO 17025 Türkak accreditation will be reviewed and documented. During this certification, the review is carried out by at least 1 SPICE Provisional Assessor.

Application Requirements and Acceptance

MADDE 10- (1) Application conditions and acceptance for the Product / Process Certification and SPICE conformity assessment activities within the scope of this Certification Program are made through the following procedures:

a) The first applications to be made for conformity assessment activities within the scope of Product / Process Certification and SPICE are made by filling the application form (FR-03 Evaluation-Certification Application Form) prepared by CERTBY. After the documents that must be submitted in the application form are submitted to CERTBY, the application evaluation process begins.

Applications are made by completely filling out the application form for each product and / or evaluation target. In case of missing documents that should be attached to the application form, the applicant organization is obliged to complete the missing documents within the certification process. In case the application documents are not found sufficient by the relevant unit, the applicant organization is informed about the deficiencies in writing or by e-mail. If the applicant organization does not correct the deficiencies within 6 months after the notification and / or does not accept the examination, the application is canceled. Cancellation of the application can also be made with the written request of the applicant organization.

b) If there is no change in the documents submitted by the applicant organization in more than one product / evaluation target applications, these documents may not be requested from the applicant organization again.

c) In the additional conformity assessment applications to be made by the certificate holder organizations, this document may not be requested from the applicant again, depending on the written declaration to be made that there has been no change in the information and documents submitted previously.

d) In cases where certification is not possible, the certification application may be rejected.

PART FOUR
Product Certification Procedures

Certification Process Suspension and Removal

ARTICLE 11– (1) Suspension of the Certification Process and Removal of the Process A According to the Product-Process Evaluation Procedure, in case the applicant organization fails to fulfill its obligations in the projects that have passed the preparation phase and the evaluation process has started, the time is defined for the Quality Manager to fulfill its obligations with the approval of the Certification Directorate. The defined period cannot exceed 12 months. If the obligations are not fulfilled within this period, the applications are removed from the process.

(2) If a negative report is issued regarding the product / evaluation target / process subject to the application, the applicant is given time to take corrective action. If corrective actions are not carried out within this given period or if the applicant declares in writing that he will not take corrective action regarding the product / evaluation target, the application is canceled. The period for corrective action cannot exceed 12 months.

(3) The application is canceled with the written request of the applicant.

(4) The fees for the services rendered in relation to the applications removed from the transaction are accrued to the applicant.

Production Site Inspection

ARTICLE 12- (1) In the certification processes that need to be inspected at the production site, the production site is assigned by the Specialist or Experts; are evaluated on-site in terms of the adequacy of personnel, production equipment and quality control facilities. In this examination, no samples are taken if non-conformities that directly affect the safety of life and property are detected.

(2) If there is a request for an extension of scope for a product that is within the scope of the same Standard (s) or Certification Criteria, provided that the production site does not change, if more than one (1) year has not passed after the last production site inspection and a positive result has been obtained, scope extension Reproduction site inspection may not be made in the establishment, provided that a sample is taken from the product subject to the request.

(3) In case of change of production site, examination is made at the new production site of the establishment. If the production site is found to be sufficient, the certificate of the establishment is arranged according to the new production location address with the decision of the Certification Committee. This examination can also be evaluated as an interim control examination if sampling is taken.

(4) Production Site Inspection is not required for TS ISO / IEC 15504, ISO / IEC 33002 and TS ISO / IEC / IEEE 12207 evaluation / certification. Online (remote) inspection can also be done according to the conditions and the rules. Remote control is carried out in accordance with

the Remote Inspection Procedure. It is not possible to comply with any rules regarding work and worker safety.

Sampling

ARTICLE 13- *(1)* Necessary amount of sample is taken for inspection and test. Sampling method and plan are determined by the relevant Unit. The obligation to keep the sample and the markings on the sample and if any, the label information and sample without damage and to be delivered to the laboratories determined by the Certification Directorate belongs to the applicant.

(2) TS ISO / IEC 15504, ISO / IEC 33002 and TS ISO / IEC / IEEE 12207 evaluations / certifications are process evaluation / certification so no samples are taken.

Inspection and Experiment / Test

ARTICLE 14- (1) Examinations and experiments / tests to be carried out within the scope of conformity assessment procedures are determined at the meetings held with the applied laboratory and / or the applicant.

(2) Reports of the examinations and tests / tests carried out by the laboratory are evaluated by the Certification Directorate. If the examinations and tests / tests performed are found to be insufficient or made faulty, the Certification Directorate requests the repetition of the tests or additional tests / tests.

(3) Inspection and experiments / tests are carried out by CERTBY LAB and / or laboratories with ISO / IEC 17025 accreditation from TÜRKAK or other accreditation bodies recognized by TÜRKAK.

(4) Since TS ISO / IEC 15504, ISO / IEC 33002 and TS ISO / IEC / IEEE 12207 evaluations / certifications are process evaluation / certification, the product does not go to the laboratory.

Marking the Product and Packaging

ARTICLE 15- (1) The use of the Program Eligibility Mark is optional. Companies that are entitled to obtain a Certificate of Conformity may use the Program Compliance Brand and Certby Brand on their products or web pages in accordance with the Trademarks Law No. In accordance with the contract made, any responsibility arising from the use of the brand belongs to the organization given the right to use the brand.

Evaluation

ARTICLER 16- (1) CERTBY evaluates the inspection and test results and / or reports of the product / evaluation target or process for which certification application is made. This evaluation result and decision proposal are submitted to the Certification Committee.

Conclusion of the Contract and Regulation of the Document

ARTICLE 17- (1) If the Certification Committee makes a positive decision, this decision is notified to the applicant and invited to make a contract. A contract is signed within the scope of the document issued with the applicant or its authorized representative. Upon the request of the document and the applicant, the right to use the SPICE Conformity Mark and the Certby brand associated with the document is gained from the date of the contract. The document can also be issued in a foreign language upon the written request of the document holder institution.

(2) If the applicant organization or its authorized representative fails to sign a contract within 6 months from the date of notification, despite the written notification to be made to the institution after being entitled to receive the document, the said application process is concluded negatively and the issued document is deemed to have been terminated.

Preparation of Annotated Document

ARTICLE 18- *(1)* An annotated document can be issued upon the decision of the Certification Committee upon the request of the applicant, provided that the result of the production site inspection is found sufficient, the sample is taken, the short-term examination and tests are positive, and the sample reaches the relevant laboratory. In this case, it is stated on the issued document that the test that caused the annotated document was not conducted.
After the test that causes the annotated certificate is completed, action is taken according to the decision of the Certification Commissions depending on the test result. Annotated documents cannot be issued on issues that may pose a risk in terms of life and property safety. The document logo cannot be used on the product until the annotation is removed from the document.

PART FIVE
Processes After Product Certification

Mid Control

ARTICLE 19-(1) Documented product / assessment targets may be subjected to interim evaluations by CERTBY.

(2) Interim evaluations are carried out within the framework of the meeting decisions to be made together with the Certification Directorate and the certificate holder (if necessary, the laboratory).

(3) Interim evaluation results are submitted to the Certification Committee.

(4) In case the certificate owner does not want to have some or all of the inspections and tests planned to be carried out as a result of the meeting, or refuses to do so, the interim evaluation result is submitted to the Certification Committee negatively.

Scope Change

ARTICLE 20- *(1)* In case the certificate owner requests the extension of the scope of the certificate for a product to be certified according to the same standard or criteria, the application is made according to the decision of the Certification Committee, depending on the result of the required certification process for the new products to be added to the scope.

(2) If there is a request for scope extension, provided that the production site is not changed, if more than one (1) year has not passed since the last production site inspection, the production site inspection may not be carried out in the establishment.

(3) In case the certificate owner requests the reduction of the scope of the certificate or in the scope reduction proposals depending on the result of the interim control of the certification unit, action is taken according to the Certification Committee decision.

Document Renewal

ARTICLE 21- *(1)* The validity period of the certificates is 3 years for TS ISO / IEC 15504, ISO / IEC 33002 and TS ISO / IEC / IEEE 12207. An interim check is made every 1.5 years.

(2) The obligation to renew the certificate belongs to the company. However, the certificate is renewed if the firm has a cancellation request and / or there is no obstacle in the renewal of the certificate.

(3) In case the certificate is not renewed, if the firm does not take action to renew the certificate, the certificate is canceled 3 (three) months after the expiry date.

(4) In case of a change in the basic certification conditions that form the basis of the current product certificate of the Certificate Owner, the certificate is renewed on the request of the Certificate Owner, provided that the former conditions are in effect. In this case, the validity period of the document is limited to the period of departure from the former conditions.

Change of Information on the Document

ARTICLE 22- (1) The certificate holder cannot transfer or lease the right to use the Certificate and / or the Compliance Mark obtained as a result of the relevant Product / Process Certification to another natural or legal person.

(2) If the certificate owner transfers the rights of the product / evaluation target defined in the document and presents this situation with a document, the environment in which the product / evaluation target product is developed is evaluated. As a result of the evaluation, the examinations and experiments / tests decided to be made, if any, are made and presented to the Certification Committee together with the results.

(3) It is evaluated whether the product / process / evaluation target is affected due to the changes on the document. This evaluation is made with the participation of the certificate owner and the Certification Manager, when deemed necessary. Transactions are carried out within the framework of the decisions taken as a result of the evaluation. Submitted to the Certification Committee for the final decision.

(4) In cases where conformity assessment is not deemed necessary, a document is issued with up-to-date information without submitting it to the Certification Committee.

(5) In the event of information changes on the document due to a typo made by CERTBY, the document is re-issued with updated information without any charge to the document owner.

Change of Brand, Address, Title and / or Status of Document Owner

ARTICLE 23- (1) The Certificate Owner is obliged to notify the Certification Directorate within fifteen (15) days at the latest and send the relevant documents in case of any change in the information in the application form and its annexes for whatever reason.

(2) In case the certificate holder requests the change of the existing brand of a certified product and submits the required documents for the new brand during the application, the marking and packaging control of the product and, if necessary, the production site inspection is performed and the process is carried out according to the decision of the Certification Committee.

(3) Provided that the place of production and trademark does not change, if the Document Owner whose address, title and / or legal status changes, submits the documents required for the application as arranged for the new title and / or status; Without re-inspection at the production site and inspection and testing on the product, a new document is issued with the decision of the Certification Committee on behalf of the new address, title and / or status of the certificate holder and a new Contract is signed.

(4) In the event that the place of production of a certificate holder organization is completely purchased by another real or legal person, this situation is notified to the Certification Directorate by the certificate holder. In this case, on the condition that the place of production and its trademark are not changed, if the owner of the new establishment submits the documents requested in the application as arranged for the new title and / or legal status and undertakes to undertake financial obligations to the Certification Directorate; Re-examination at the production site, inspection and testing on the product when necessary, a document with the legally valid title and / or status name of the new organization can be issued and the contract is signed with the decision of the Certification Committee.

Document Transfer

ARTICLE 24- (1) The document owner cannot transfer or lease the right to use the document and / or the relevant Trademark to another real or legal person. However, a new contract

is signed between two companies that are in the same group of companies or have a partnership, provided that the application is made with the decision of the board of shareholders of both companies and according to the decision of the Certification Committee, the place of production and trademark are not changed and a new certificate is issued.

Loss of Document and Reports

ARTICLE 25- (1) In the event that the certificate owner declares that her certificate is lost in writing and requests a new document to be issued, the certificate holder is re-arranged with the current certificate validity date.

Changes in the Certification-Based Standard or Certification Criteria

ARTICLE 26- (1) In case of a change in the standard or certification criteria based on certification, the new applications to be made are determined by the Certification Department, taking into account the date of entry into force of the changed standard or certification criteria and the technical conditions in it.

(2) If there is no legal time limit for these documents, the transition period is eighteen (18) months. This period may be extended or shortened by the Certification Committee upon the request of the relevant certification unit.

PART SIX
Rights and Obligations of Document Owners

ARTICLE 27- (1) Certificate owners' rights and obligations are as follows:

a) Document Owner cannot use any other trademark of CERTBY for any reason other than the trademark given the right to use by signing a contract, without making a contract.

b) The Applicant / Certificate Owner is obliged to provide correct and complete all the information and documents requested by CERTBY regarding the certification and post-service and transactions related to a product, and to submit the requested records and documents.

c) The Applicant / Certificate Owner is obliged to accept the statements and commitments of the persons representing her in certification studies and in correspondence with the Certification Directorate as her own declaration and commitment.

ç) The Applicant / Certificate Owner is obliged to provide the necessary samples from production and / or stock for certification and post-service and operations, and to deliver the samples to the desired laboratories within the given time.

d) The Certificate Holder is obliged to pay the price of the samples to be purchased from the market by the Certification Directorate for examinations and tests for intermediate control purposes, when necessary.

e) Applicant / Certificate holder to the Examiner / Experts assigned by the Certification Directorate; It is obliged to provide all kinds of convenience in visiting each unit that has a function in terms of design, production, quality control, quality management, stock and distribution that affect the quality of the product, especially its safety, to show the records, to provide the required documents and information in a correct, complete and timely manner.

f) The Certificate Owner can only use the relevant Brand, for which the document and the right to use it, for the product produced in the place of production written on the document.

g) The Certificate Owner Organization may request in writing to suspend the right to use the document and its relevant trademark due to lack of production or other force majeure. In this case, the certificate may be suspended for once and for a period not exceeding 6 months. For the suspended document, the penalty suspension provisions are exactly applied.

ğ) The certificate holder organization may request the cancellation of the certificate and the termination of its contract without any justification. In this case, the certificate is canceled and the contract is terminated. For the canceled document, the penalty provisions for document cancellation are exactly applied.

h) Unless an exemption is granted by the Certification Directorate, the Certificate Owner is obliged to affix its trademark, trade model, if any, and the trademark it is entitled to use, indelibly and visibly, along with the markings defined in the standards and criteria that are the basis for certification on the certified product and / or packaging.

ı) Certificate Owner is obliged to inform the Certification Directorate in writing in case of temporarily stopping production or giving up production.

i) The Certificate Owner is obliged to notify the Certification Directorate within 15 (fifteen) days of the changes to be made on the product for which it has the right to use its trademark and the changes that may affect the quality of the product in the production process and quality management system.

j) The Certificate Owner cannot use its own product certificate or its related Brand in a way that damages the reputation of CERTBY.

k) The Certificate Owner cannot partially and / or reproduce the documents it has received in a way that makes it difficult to read, cannot falsify the original or copies of the documents, cannot translate the documents and / or test reports into foreign languages without the control and permission of the Certification Directorate.

l) In the event that the certificate is suspended, the Certificate Owner cannot use the advertising materials referring to the certification during the suspension period.

m) Certificate Owner cannot use advertising materials referring to the certification in case the document is canceled. In this case, he is obliged to destroy all relevant documents.

n) The Certificate Owner is obliged to fulfill the corrective and preventive actions requested by the Certification Directorate within the period specified by the Certification Directorate, if it is determined that the Certification Directorate violates the above points.

o) The Certificate Owner is obliged to keep a record of the measures taken regarding the complaints related to the conformity of the product notified to it from third parties, consumers and users with the standard or certification criteria, and to make it ready for the examination of the Certification Directorate when requested.

ö) The Applicant / Document Owner is obliged to pay the prices accrued on behalf of the services provided within the scope of this Directive within the specified period.

p) Certificate Owner cannot use CERTBY Brands on defective products in any way.

r) The Certificate Owner is obliged to follow the advertisements published on CERTBY Internet pages by the Certification Directorate. These advertisements have the effect of notification made to the address of the Document Owner.

s) The Applicant / Certificate Owner is obliged to notify the Certification Directorate on an up-to-date basis of any changes that may occur in the information contained in the application documents. Notifications made to the address of the Applicant / Document Owner registered in the Certification Directorate are deemed to have been made legally, even if the address has changed, unless a notification is made regarding the change of address.

The Obligation of the Document Owner to the Consumer or Customers

ARTICLE 28- (1) The Certificate Owner is responsible for and is liable to compensate for all kinds of material and moral damages and losses arising from the failure of conforming to the standards or certification criteria that constitute the basis for the legal regulations, certification, or manufacturing errors of the products that are given the right to use the certificate and the relevant Brand, if any.

(2) The Certificate Owner is obliged to examine the complaint arising from the certified product on the application of the consumer / customer and the CERTBY warning before the consumer / customer and to repair or replace the defective product without any charge or difference, or to pay the purchase price at once.

(3) However, the defects that may occur as a result of the use of the product subject to the complaint contrary to the matters specified in the instruction manual given to the consumer / customer by the Document Owner or as a result of transportation, storage and similar activities outside the responsibility of the Document Owner are excluded from this liability. The Certificate Owner is obliged to pay CERTBY without objection for the defective product price paid by CERTBY to the consumer.

(4) If the product subject to the complaint is examined by the document owner and it is determined that it complies with the relevant standard / criteria, this situation is notified to the consumer and the Certification Directorate by the certificate owner; In the event that the consumer objects to the result of the examination made by the certificate holder, the product in question is examined by the Certification Directorate according to the relevant standard / criteria, and if

necessary, the Certification Directorate is made or has the inspection and tests done. In case the product is found to be defective, all costs are collected from the document holder. In case the product is not defective, the consumer is informed and the costs of the inspection and tests are covered by the Certification Directorate.

(5) In the event that the document holder detects nonconformity in the product covered by the certificate that will affect the safety of life and property for the consumer with the decision of the Certification Committee, it is obliged to collect the products with the said non-conformities from the market and to warn the consumer through the written or visual media for the products that reach the consumer. In case of dispute, CERTBY's decisions and documents are final.

(6) The Document Owner Institution is obliged to define the methods to be applied for customer complaints regarding the products / services within the scope of the document and to keep the records regarding the transactions made in accordance with these methods and to submit them to CERTBY upon request.

PART SEVEN
CERTBY Obligations

ARTICLE 29- *(1)* CERTBY's obligations are below:

a) The liabilities of CERTBY regarding the product are limited to the operations performed in the certification by the Certification Directorate and their results.

b) CERTBY conducts professionally within the framework of this Directive and the quality management system, adhering to the principles of impartiality, independence, equal treatment, honesty, transparency, confidentiality and the ethical principles formed within the framework of these principles towards the Applicant / Document Owner receiving service in product / process certification activities.

c) Certification Directorate abides by the confidentiality principle regarding the information and documents it provides from the Applicant and the Document Owner during the certification services it provides.

d) The Certification Directorate does not provide information to third parties, except for the information and document requests of the competent authorities or judicial authorities and other legally required cases in the scope of the provisions of the applicable law on matters that are required to be provided as required by the Contract and the product.

e) CERTBY reserves the right to make changes in this Directive and on the basis of product certification. Changes to this Program will be posted on the CERTBY website.

PART EIGHT
Financial Considerations

Pricing

ARTCLE 30- (1) The parties receiving certification service are obliged to pay the accrued invoices within thirty (30) days at the latest from the date of notification without any further notice. In case of unpaid receivables within this period, the applicant / certificate holder is deemed to have defaulted from the invoice date and is obliged to pay the delay interest to be calculated from the same date.

(2) Relevant financial issues are determined by the Pricing Directive and / or the letter of offer published on the corporate site.

PART NINE
Certification Provisions

Penalties

MADDE 31- (1) If it is determined that the Certificate Owner has acted in violation of the provisions of the Certification Program, according to the decision of the Certification Committee, the following penal implementations are applied respectively or starting from any of them, depending on the severity of the non-compliance.

(2) The Certification Committee may decide again on the same or different penal practices. The Certification Directorate has the right to make necessary inspections and request new corrective actions at every stage of these applications.

Warning Notice

ARTICLE 32- (1) Warning Notice is the notification of the Document Owner Organization in writing with the decision of the Certification Commission for the elimination of the detected contradiction and / or nonconformity.

(2) After the warning notification, the Certificate Owner is obliged to notify the corrective actions and / or the timed activities requested by CERTBY in writing within the specified period. Otherwise, action is taken according to article 34.

Suspension

ARTICLE 33- (1) In case of any of the following situations, the certificate may be suspended according to the decision of the Certification Committee;

a) In interim evaluations, significant / critical nonconformities that directly affect the safety of the product / evaluation target are detected,

b) Request by the Document Owner Institution,

c) If the document holder does not fulfill its legal and financial obligations to CERTBY,

d) Use of Conformity Assessment marks outside the scope of the document or illegally,

e) Change of production site, certificate owner not notifying Certification Directorate about this within the specified period,

f) Changing the product / evaluation target within the scope of the certificate without obtaining the approval of the Certification Directorate,

(2) The suspension period of the certificate is determined by the Certification Committee, not exceeding 6 (six) months. This period may be extended for 6 (six) months for once by the Certification Committee.

(3) Suspension decisions taken by the Certification Committee are announced on the corporate website by CERTBY.

(4) The Certificate Owner returns the document that she has during the suspension period to the Certification Directorate.

(5) During the suspension period, the Certificate Owner cannot declare that the product / process / evaluation target has been certified by CERTBY, cannot use any rights granted with the document and contract, cannot offer products bearing one of the Conformity Assessment brands previously produced to the market. Otherwise, action will be taken according to article 36.

(6) In cases where the certificate is terminated and / or suspended at the request of the Certificate Owner, the supply of the products that are produced in the market during the period when they are certified may be allowed for a maximum period of 6 (six) months. Unfair trademark process is applied to the products placed on the market at the end of the period determined by the Certification Directorate.

(7) In case of declaring that the suspension reasons have been corrected by the certificate owner during the certificate suspension period and the subsequent examination and / or examination and tests / tests determine that the reason for the suspension has disappeared, the Certificate Owner shall submit the certificate and the relevant Conformity Mark according to the decision of the Certification Committee. regains the right to use. Otherwise, his certificate will be canceled and his contract will be terminated.

Cancellation of the Document and Termination of the Contract

ARTICLE 34- (1) In case of any of the following situations, the certificate can be canceled and the contract can be terminated according to the decision of the Certification Committee:

a) Document Owner makes a statement that is inconsistent with the facts,

b) Legal bankruptcy of the document holder,

c) The nonconformities that caused the suspension of the certificate were not resolved at the end of the specified suspension period,

d) Detection of non-conformities that directly affect the safety of life and property in interim evaluations.

(2) Document cancellation / withdrawal and contract termination decisions taken by the Certification Committee are announced by CERTBY on the corporate website.

(3) The Certificate Owner must return the canceled document to the Certification Directorate within thirty (30) days at the latest. Cancellation of the document and termination of the contract does not remove the liability of the document holder organization to fulfill its financial responsibilities.

(4) Following the cancellation of the certificate and the termination of the contract, the Certificate Owner cannot declare that the product has been certified by CERTBY, cannot use any rights granted with the certificate and contract, cannot offer products bearing one of the Conformity Assessment brands previously produced to the market.

(5) In cases where the certificate is terminated and / or suspended at the request of the Certificate Owner, the supply of the products in the market during the period in which it is certified may be allowed for a maximum period of 6 (six) months, again at the request of the certificate holder. Unfair trademark provisions according to Article 36 are applied to the products placed on the market at the end of the period determined by the Certification Directorate.

Application Requirements and Acceptance

ARTICLE 35- (1) Application requirements and acceptance for conformity assessment activities within the scope of this Certification Program are made through the following procedures:

a) Applications are made by completely filling out a separate application form for each product / process / evaluation target. In case of missing documents that should be attached to the application form, the applicant organization is obliged to complete the missing documents within the certification process. In case the application documents are not found sufficient by the relevant unit, the applicant organization is informed in writing about the deficiencies. If the applicant organization does not remedy the deficiencies and / or does not accept the examination within 6 months of the written notification, the application is canceled. Cancellation of the application can also be made with the written request of the applicant organization.

b) If there is no change in the documents submitted by the applicant organization in more than one product / process / evaluation target applications, these documents may not be requested from the applicant organization again.

c) In the additional conformity assessment applications to be made by the certificate holder organizations, this document may not be requested from the applicant again, depending on the written declaration that there has been no change in the information and documents submitted previously.

d) In cases where certification is not possible, the certification application may be rejected.

e) If there is a change in the information on the document regarding the previously certified product / process / evaluation target of the certificate holder organization, a declaration of identity is received stating that there is no change / difference on the product / evaluation target. With the existing conformity assessment reports of the certified product, an evaluation meeting is held with the participation of the applicant organization (laboratory participates in product certification, laboratory is not needed for process certification). At the end of the meeting, it is determined whether the conformity assessment procedures will be carried out in addition to the conformity assessment procedures previously carried out for the product / assessment target, and it is recorded. Following the completion of all procedures, the application is concluded with the decision of the Certification Committee.

Certification Process Suspension and Removal

ARTICLE 36 – (1) According to the Product-Process Evaluation / Certification Procedure, in case the applicant organization fails to fulfill its obligations in the projects that have passed the preparation phase and the evaluation process has started, the time is defined for the Certification Committee to fulfill its obligations with the approval of the Certification Directorate. The defined period cannot exceed 12 months. If the obligations are not fulfilled within this period, the applications are removed from the process.

(2) If a negative report is issued regarding the product / process / evaluation target subject to the application, the applicant is given time to take corrective action. If corrective actions are not carried out within this given period or if the applicant declares in writing that he will not take corrective action regarding the product / evaluation target, the application is canceled. The period for corrective action cannot exceed 12 months.

(3) With the written request of the applicant, the application is canceled.

(4) The prices of the services performed regarding the applications removed from the transaction are accrued to the applicant.

PART TEN
Unfair Use of Documents and Marks

Unfair use of CERTBY and TÜRKAK Accreditation brands in products not covered by the certificate of the certified organization

ARTICLE 37- (1) If a company with a CERTBY certificate uses CERTBY and TÜRKAK Accreditation brands for a product that is not covered by the certificate, a warning notification is made and the CERTBY and Accreditation brands are removed from the products not covered by the certificate. In case of recurrence of this situation, unfair trademark provisions are applied. Certby and TÜRKAK Accreditation brands can be used in accordance with the **Logo Usage procedure**.

Use of Trademarks / Marks without Contract

ARTICLE 38- (1) Against those who use CERTBY Brand (s) without concluding a Contract or who use CERTBY Brand (s) and / or documents although the Contract is terminated for any reason; All relevant documents are notified to the Lawyers by the senior management because they do not conclude a contract and cause CERTBY financial damage.

(2) Financial indemnity not less than two (2) times the ceiling price amount by lawyers using a precedent document related to the product for one (1) year, by misleading the public and causing unfair competition, CERTBY is five of the pecuniary damages demanded for causing a loss of trust in the public and the consumer. Legal proceedings are initiated with a request for additional (non-pecuniary) compensation, not less than (5) times.

(3) In case a legal action is initiated regarding the use of unfair trademark that is reported to the Legal Consultancy by the Certification Directorate and / or other Units or transferred to Lawyers in different ways, the General Manager is informed.

Falsifying CERTBY Documents and Forging Documents

ARTICLE 39- *(1)* In case of detection of real or legal persons who falsify or imitate one of the CERTBY documents, it is directly forwarded to the Lawyers for legal proceedings, the transactions made by the Lawyers are reported to the Certification Directorate.

PART ELEVEN
Objection, Complaint and Dispute

Objection, complaint and dispute

ARTICLE 40- (1) Applications regarding objections, complaints and disputes regarding product / process certification services are made in writing to the Certification Directorate. The period of objection to the decisions taken as a result of these applications is fifteen (15) days from the date of notification of the decision.

PART TWELVE

Mutual Recognition and Recognition and Use of Foreign Documents

ARTICLE 41- (1) CERTBY is authorized to carry out preliminary studies on bilateral and / or multilateral agreements to which CERTBY will be a party for product certification.

(2) In bilateral and / or multilateral agreements to which CERTBY is a party, the terms of the Agreement texts and the decisions taken by the decision-making bodies of the Agreement are valid.

PART THIRTEEN

Cooperation Protocols

ARTICLE 42- (1) CERTBY shall apply exactly the issues specified in the cooperation protocols and agreements it will make with public or private institutions / organizations both at home and abroad. (This issue applies to all Certification Programs published by the Certification Directorate.)

PART FOURTEEN
General Provisions

ARTICLE 43- (1) The Certification Directorate takes the necessary measures for the inspection and surveillance of the issued documents. The Certification Directorate reserves the right to take the necessary actions and put into effect additional measures in order to guarantee the reliability and respectability of the certification activities.

(2) Certification of a product does not mean that the legal responsibilities of the Document Owner are undertaken, shared and / or transferred by CERTBY. Certificate Owner having the right to use a trademark and being given a document does not relieve the Owner of the obligation to comply with the laws, regulations, decrees, regulations and other legislative provisions.

(3) The copyrights of all kinds of certification documents prepared by the Certification Directorate and used in certification processes belong to CERTBY and cannot be used or changed partially or completely without the permission of the Certification Directorate.

(4) CERTBY may refuse or stop providing certification service, taking into account the health and safety conditions in the place or region where the product / process certification service will be provided.

(5) CERTBY may restrict the right to use the certificate and the trademark, if any, to the actual producer, with the decision of the Certification Committee, depending on the nature of the product / process.

(6) Technical details and application documents related to product / process certification services are determined by the Certification Department.

(7) Certification of a product does not mean that the Document Owner has undertaken the responsibilities, commercial dissatisfaction or damages in the contracts made with the customer or the transfer of CERTBY. CERTBY cannot be requested to reimburse the fees received for services concluded in accordance with procedural and technical criteria.

(8) The Document Owner is deemed to have accepted to fully comply with the provisions of this Program. In case of dispute, Istanbul Courts and Enforcement Offices are authorized.

ANNEX 1

WITHIN THE SCOPE OF THE PRODUCT / PROCESS CERTIFICATION PROGRAM DOCUMENTS AND BRANDS GIVEN RIGHT TO USE

1) SPICE Certificate of Conformity

TS ISO / IEC 15504 (and ISO / IEC 33002) -Software Process Improvement and Capability Identification (SPICE) certification aims to increase software quality by improving software product processes. The organization applying for the right to use the Certificate and Trademark is obliged to fulfill the rules of CERTBY and the International SPICE standard and to provide the minimum basic principles. The organization that is entitled to receive the certificate gains the right to use the brand associated with the issued certificate.

ANNEX 2

WITHIN THE SCOPE OF TS ISO / IEC / IEEE 12207 CERTIFICATION PROGRAM EVALUATION PROCESSES

Level	List of Processes	Minimum Set	Additional Processes	
			ID	Conditions (Required or Optional)
1	ENG.1 Requirements Elicitation ENG.2 System Requirements Analysis ENG.3 System Architectural Design ENG.4 Software Requirement Analysis ENG.5 Software Design ENG.6 Software Construction (Coding) ENG.7 Software Integration ENG.8 Software Testing ENG.9 System Integration ENG.10 System Testing ENG.11 Software Installation ENG.12 Software and System Maintenance	ENG.1 ENG.4 ENG.5 ENG.6 ENG.7 ENG.8 SPL.2	ENG.2 ENG.3 ENG.9 ENG.10	Required where development covers system issues and not exclusively software issues.
			ENG.11	Required where the Organization Unit is responsible for installing the software product in the customer environment.
			ENG.12	Required where the Organization Unit is responsible for ongoing maintenance and evolution of the software and/or system.

ANNEX 3

WITHIN THE SCOPE OF TS ISO / IEC 15504 CERTIFICATION PROGRAM
EVALUATION PROCESSES
(SAMPLE TABLE)

Level	List of Processes	Minimum Set	Additional Processes	
			ID	Conditions (Required or Optional)
1	ENG.1 Requirements Elicitation ENG.2 System Requirements Analysis ENG.3 System Architectural Design ENG.4 Software Requirement Analysis ENG.5 Software Design ENG.6 Software Construction (Coding) ENG.7 Software Integration ENG.8 Software Testing ENG.9 System Integration ENG.10 System Testing ENG.11 Software Installation ENG.12 Software and System Maintenance SPL.2 Product Release	ENG.1 ENG.4 ENG.5 ENG.6 ENG.7 ENG.8 SPL.2	ENG.2 ENG.3 ENG.9 ENG.10	Required where development covers system issues and not exclusively software issues.
			ENG.11	Required where the Organization Unit is responsible for installing the software product in the customer environment.
			ENG.12	Required where the Organization Unit is responsible for ongoing maintenance and evolution of the software and/or system.
2	SUP.1 Quality Assurance SUP.2 Verification SUP.3 Validation SUP.4 Joint Review SUP.7 Documentation SUP.8 Configuration Management SUP.9 Problem Resolution Management SUP.10 Change Request Management MAN.3 Project Management MAN.5 Risk Management ACQ.3 Contract Agreement ACQ.4 Supplier Monitoring ACQ.5 Customer Acceptance	SUP.1 SUP.2 SUP.7 SUP.8 SUP.9 SUP.10 MAN.3 MAN.5	ACQ.3 ACQ.4 ACQ.5	Required where external or internal suppliers of product components, services or infrastructure are involved in the development projects.
			SUP.3	Required where confirmation of fitness for use of the work products is the responsibility of the Organization Unit

	SPL.3 Product Acceptance Support		SUP.4	Optional where the work in the Organization Unit involves agreements with stakeholders.
			SPL.3	Optional where the work in the Organization Unit involves product acceptance support.
3	RIN.1 Human Resource Management RIN.2 Training RIN.3 Knowledge Management RIN.4 Infrastructure PIM.1 Process Establishment PIM.2 Process Assessment PIM.3 Process Improvement MAN.2 Organization Management MAN.4 Quality Management MAN.6 Measurement SUP.5 Audit REU.1 Asset Management REU.2 Reuse Program Management REU.3 Domain Engineering	RIN.1 RIN.2 RIN.3 RIN.4 PIM.1 PIM.2 PIM.3 MAN.2 MAN.4 MAN.6 SUP.5	REU.1 REU.2 REU.3	Optional if the Organization Unit has a structured reuse program in force - the three processes are mutually reinforcing.
4	QNT.1 Quantitative Performance Management			
5	QNT.2 Quantitative Process Improvement			

ANNEX 4

WITHIN THE SCOPE OF ISO / IEC 33002 CERTIFICATION PROGRAM
EVALUATION PROCESSES
(SAMPLE TABLE)

Level	List of Processes	Minimum Set	Additional Processes	
			ID	Conditions (Required or Optional)
1	SYS.1 Requirement Elicitation SYS.2 System Requirement Analysis SYS.3 System Architecture Design SWE.1 Software Requirements Analysis SWE.2 Software Architecture Design SWE.3 Software Detailed Design and Unit Construction (Coding) SWE.4 Software Unit Verification SWE.5 Software Integration and Integration Test SWE.6 Software Qualification Test SYS.4 System Integration and Integration Test SYS.5 System Qualification Test SPL.2 Product Release	SWE.1 SWE.2 SWE.3 SWE.4 SWE.5 SWE.6 SPL.2	SYS.1	Optional.
			SYS.2 SYS.3 SYS.4 SYS.5	Required where development covers system issues and not exclusively software issues.
2	SUP.1 Quality Assurance SUP.2 Verification SUP.3 Validation SUP.4 Joint Review SUP.7 Documentation SUP.8 Configuration Management SUP.9 Problem Resolution Management SUP.10 Change Request Management MAN.3 Project Management MAN.5 Risk Management ACQ.3 Contract Management ACQ.4 Supplier Monitoring ACQ.5 Customer Acceptance SPL.3 Product Acceptance Support	SUP.1 SUP.2 SUP.7 SUP.8 SUP.9 SUP.10 MAN.3 MAN.5	ACQ.3 ACQ.4 ACQ.5	Required where external or internal suppliers of product components, services or infrastructure are involved in the development projects.
			SUP.3	Required where confirmation of fitness for use of the work products is the responsibility of the Organization Unit
			SUP.4	Optional where the work in the Organization Unit

				involves agreements with stakeholders.
			SPL.3	Optional where the work in the Organization Unit involves product acceptance support.
3	RIN.1 Human Resource Management RIN.2 Training RIN.3 Knowledge Management RIN.4 Infrastructure PIM.1 Process Establishment PIM.2 Process Assessment PIM.3 Process Improvement MAN.2 Organization Management MAN.4 Quality Management MAN.6 Measurement SUP.5 Audit REU.1 Asset Management REU.2 Reuse Program Management REU.3 Domain Engineering	RIN.1 RIN.2 RIN.3 RIN.4 PIM.1 PIM.2 PIM.3 MAN.2 MAN.4 MAN.6 SUP.5	REU.1 REU.2 REU.3	Optional if the Organization Unit has a structured reuse program in force - the three processes are mutually reinforcing.
4	QNT.1 Quantitative Performance Management			
5	QNT.2 Quantitative Process Improvement			