



1. Introduction

These Scheme Rules have been specifically written by **Ozone Sustainability Management Systems (OSMS)**, hereinafter known as "**OSMS**" to meet the specified accreditation requirements of Social Accountability Accreditation Services (SAAS) for Certification Bodies conducting assessment and certification services to the SA8000:2014 Standard.

The **OSMS** Scheme Rules also form part of the contract with each client via the quotation/contract.

OSMS retain the sole authority for all decisions relating to certification, including the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of certification.

OSMS encouraged the concepts of Social accountability in its business.

2. Scope

SA8000:2014 certification is open to all Organisations in any Country within any industry and does not depend on whether they belong to an Association or Group, with the following exceptions:

- Maritime Activities
- Fishing Workplaces
- Offshore Workplaces

With organisations with Maritime activities related to seafarers on vessels that navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered

waters or areas where port regulations apply can for SA8000:2014.

3. Confidentiality

- a) **OSMS** agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the **OSMS** quotation/contract.
- b) Where **OSMS** are required to disclose information to a third party either by law or as required under maintenance of certification by an Accreditation Body, the client shall be informed of the information as required by law.
- c) All **OSMS** SA8000 certificates can be verified from the **OSMS** web site www.ozonesustainability.com and SAAS web site www.saasaccreditation.org

4. General Conditions

OSMS basic conditions for gaining and maintaining certification with are that all applicants agree to and comply with the following rules:

- a) All information deemed necessary by **OSMS** in order to complete the certification process shall be made available by the applicant company.
- b) If **OSMS** are not satisfied that all requirements for certification have been met it shall inform the applicant in writing stating which requirements.
- c) When the applicant can demonstrate that effective corrective action has been taken within a specified time limit, then **OSMS** will arrange only to repeat

necessary parts that cannot be verified by the submission of documented evidence.

- d) If the applicant fails to take effective corrective action within the time limit then **OSMS** may repeat the audit in full at additional cost.
- e) Identification of conformity shall only apply to site(s) audited and within the scope of certification as shown on the **OSMS** certificate and web site.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial assessment or re-assessment until fees have been paid in full. Certification may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- g) In order for the certificated company to demonstrate effective management reviews and internal audits these activities shall be carried out at a frequency of no less than once per year.
- h) Failure to return all certificates of certification shall result in legal action being taken against the company for unauthorised use or certification and accreditation marks and on misleading and inaccurate claims of certification.
- i) The applicant must allow OSMS to conduct on-going surveillance visits at the times stated within the individual quotation. Any additional unannounced audit other than the requirement at the second surveillance shall be outside the scope of the initial quotation and therefore will attract an additional charge.
- j) All SA8000 certificates issued by accredited CBs shall contain the following disclaimer:



"Social Accountability International and other stakeholders in the SA8000 process only recognize SA8000 certificates issued by qualified CBs granted accreditation by SAAS and do not recognize the validity of SA8000 certificates issued by unaccredited organisations or organisations accredited by any entity other than SAAS." Additionally, all SA8000 certificates shall contain the address of the SAAS website (www.saasaccreditation.org/certification) where stakeholders can confirm the validity of an accredited SA8000 certificate.

- k) Should there be a change in personnel to the Management Representative or Worker Representative then OSMS should be advised in writing as soon as practicable.
- l) If an audit is terminated due to lack of implementation, a re-audit shall take place.

5. Application for Assessment

On receipt of a completed Application for Quotation Form OSMS will conduct a pre-contract review system and a quotation shall be prepared and sent to the prospective client, together with these Scheme Rules.

Prior to completing and sending the Application to OSMS shall have a demonstrated capability to meet all SA8000:2014 requirements.

For applications coming from a new country where OSMS has not issued SA8000 certificate, a risk profile and risk assessment will be made.

6. Contract Acceptance

Prior to any arrangement being made for an assessment, the quotation is required to be signed by the Client. Signature on the quotation/contract indicates formal

acceptance of these Scheme Rules as stated within the quotation/contract.

7. Initial Assessment

The initial assessment is conducted in two stages:

a) Stage 1 Visit

Is an audit carried out on site at the client's premises. The objectives of this visit are as follows:

- i. to audit management system documentation.
- ii. to evaluate the location, site specific conditions and to undertake discussions with personnel (on & off site).
- iii. review the client's status and understanding regarding requirements of the standard
- iv. obtain necessary information regarding the scope of the management system
- v. provide a focus for planning stage 2 by gaining a sufficient understanding of the client's management system and site operations in the context of the management system standard or other normative document;
- vi. review the allocation of resources for stage 2 and agree the details of stage 2 with the client and to produce a process-based audit plan for the stage 2 visit.
- vii. evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2.

Only when it has been determined that the applicant company is prepared for the stage 2, shall a date be agreed for that visit.

b) Stage 2 Visit

Is an audit carried out on site at the client's premises to evaluate the effectiveness of implementation and covers:

- i. information and objective evidence regarding the standard.
- ii. performance monitoring, measuring, reporting and reviewing key performance objectives and targets.
- iii. the management system performance regarding legal compliance.
- iv. operational control of the management system processes.
- v. internal audits and management reviews.
- vi. management responsibility for policies.
- vii. links between policy and legal requirements, competence of personnel, operations, procedures and data.
- viii. confidential worker interviews.

All audits are based upon sampling and therefore not a guarantee of 100% conformity with the standard, therefore it is critical that are effective monitoring systems in place.

8. Certification

- a) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action



- to **OSMS** within 30 days from the last day assessment visit.
- b) Non-conformities will not be raised against the Social Fingerprint issues and only against SA8000:2014.
- c) On completion of the on-site Assessment the Lead Auditor reports back to **OSMS**. The Program Manager of **OSMS** shall review the report and supporting information, including the recommendations made by the Lead Auditor and decide whether to grant certification.
- d) Prior to a review being undertaken by the Program Manager details of corrections, corrective and preventive actions shall be sent within 30 days of the last day of the audit. Should the Scheme Manager accept the actions supplied and the report, then certification shall be granted.
- e) Where the Program Manager does not accept the report, then the **OSMS** Impartiality Committee shall be informed for the purpose of holding an appeal.
- f) SAAS require OSMS to conduct duplicate audits on a 1 in 100 frequency basis. Therefore, the client, by accepting the quotation also accept the terms with these Scheme Rules which may require a duplicate audit to be conducted. Such duplicate audit shall be conducted by auditors who were not involved in the initial assessment
- g) Should the certification period expire then a full stage 1 audit shall be required in order to restore certification.

9. Surveillance

- a) After the issue of the certificate of certification, surveillance visits shall be carried out at the client's premises. If substantial areas of concern are identified then extra visits may be scheduled at the discretion of the Program Manager.

- b) The client agrees to meet the extra costs relating to such additional surveillance. Should surveillance not take place when required then certification shall be removed and published in the public domain.
- c) Annual Surveillance audits shall be conducted as per applicable procedures. All Surveillance audits shall be Semi Announced. 1st Surveillance audit will be scheduled prior to 6 months from the certification audit. 2nd Annual Surveillance audit will be scheduled prior to 18 months from the certification audit.
- d) Every audit visit shall include auditing on all shifts. However, in cases where only one or two days apply, the timings shall be modified to allow for all shifts to be covered and still maintaining an 8 hour audit day.
- e) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **OSMS** within 30 days from the end of the surveillance visit.
- f) The certificate holder shall allow **OSMS** the right of access for the purposes of maintenance of certification.
- g) On each and every surveillance visit the following items shall be audited:
- management systems, including management review, internal audits and corrective actions.
 - complaints and organisation response.
 - worker training and worker awareness on the SA8000:2014 system and its impact on individuals.
 - effectiveness of the corrective actions and verification since the last audit.

- overall health and safety risk assessment, including incidence of accidents and fatalities.
- worker representative role and activities to date.
- working hours.
- basic wage needs.

10. Re-Certification

- a) A re-certification audit shall be planned prior to expiry of the certificate and conducted at the client's premises to evaluate the continued fulfilment of all of the requirements of SA8000:2014, unless there is a properly documented justification. The visit and any corrective action must be closed in advance of the certificate expiry date.
- b) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action and preventive action to **OSMS** within 30 days from the end of the re-assessment visit.
- c) Prior to a review being undertaken by the Scheme Manager details of corrections, corrective and preventive actions shall be sent within 30 days of the last day of the audit. Should the Program Manager accept the actions supplied and the report, then certification shall be granted.
- d) Where the Program Manager does not accept the report, then the Impartiality Committee is informed for the purpose of holding an Appeal hearing
- e) All re-assessments shall be carried out prior to the expiry date of the current certificate. Any non-conformity raised at the re-assessment visit shall be closed-out prior to a new certificate being issued. The entire management system shall be audited which shall include all shifts.
- f)



11. Use & Misuse of Certificates, Logos & Marks

Once a Certificate has been issued, then the client has the right to publish the fact and to apply the logo on their stationery and promotional material. The marks can only be used as specified with clause 24 of these Scheme Rules. Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no certification document is used in a manner that would mislead clients or registered companies or the public in general.
- c) Organization shall conform to the requirements of The OSMS when making the references to its certification status in communication with media through internet, brochures or advertising, or another documents
- d) Upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc., and return the certificate to **OSMS**.
- e) Should a scope of certification be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **OSMS**, prior to any updated certificate being issued.
- f) That nothing is implied or an impression is given that certification activities are outside of the scope of certification.
- g) Not to use certification in any way as to bring into disrepute the credibility of **OSMS** or of Accredited Certification that could affect public trust and confidence.

- h) The logo is not permitted to be used on any product packaging or accompanying information as this could be misleading and give the impression that the product has been approved under a product certification scheme.
- i) The logo shall not be used or be applied to laboratory tests, calibration or inspection reports. (8.3.2)
- j) OSMS shall exercise proper control of ownership and shall take action to deal with incorrect references to certification status or misleading use of certification document marks and audit reports. OSMS actions include request for correction and corrective action, suspension, withdrawal of certification, publication of the transgression and if necessary, legal action.

12. Suspension, Extensions, Reduction & Withdrawal

Following a successful assessment and subsequent Certification of a Client's System to SA8000:2014 some of the following activities may apply as follows:

a) Suspension

- I. The client's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system.
- II. The client does not allow surveillance and re-certification audits to be conducted at the agreed frequencies.
- III. Willful misuse of logo & reference to certification.
- IV. Non-compliance to submission of Corrective action as stated procedure.
- VI. Voluntary suspension requested by the client
- VII. Non-payment of dues to OSMS

- VIII. when a major non-conformity is raised during any visit, in surveillance/recertification Assessment.
- IX. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.
- X. the Scheme Manager of OSMS shall write to the registered client outlining the suspension conditions and how the suspension can be lifted.

b) Scope Extension

For all extensions to scope the registered client has to make a request to **OSMS** in writing. The request shall be reviewed and a new quotation sent out. Upon acceptance **OSMS** shall decide the action required to verify and validate the scope extension.

c) Scope Reduction

Reductions to scope could be a result of an initial assessment, which shall be confirmed within the assessment report. Should a reduction in scope be recommended by a **OSMS** Lead Auditor at a surveillance or re-assessment visit this has to be noted in the report and the Program Manager informed.

d) Withdrawal

Such withdrawals could be as a result of:

- i. failure to respond to requests/time scales made by **OSMS** after suspension of Certification.
- ii. failure of a client to settle an account with **OSMS** within 1 month of formal notification of a failure to settle an account.



- iii. voluntary withdrawal, in such a case OSMS require this in writing.
- iv. the certificate of certification shall be returned to OSMS when OSMS has informed the client that withdrawal has been complete. No copies of certificates shall be used or logos displayed after withdrawal has taken place.

13. Appeals (Complaints)

Should a complaint made by a complainant not be accepted as justified by OSMS the complainant has the right to lodge an appeal. The method for appeals is stated on the site at www.ozonesustainability.com

14. Appeals (Certification Decision)

If the applicant/client is not in agreement with the Lead Auditor's recommendation after an Assessment, Surveillance or Re-Assessment then they are at liberty to lodge an appeal with the Program Manager of OSMS. The Client shall support his reasons by objective evidence. All appeals will be heard by a Sub-Committee of the OSMS Impartiality Committee.

The Sub-Committee may hear evidence from the client's representative and the Lead Auditor. The decision of the Sub-Committee is final and binding on both the Client and OSMS. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

15. Complaints

a) Complaints Sent Directly to OSMS

All complaints received by OSMS within the scope of SAAS accreditation shall be entered into the OSMS management system.

An acknowledgement shall be sent to the complainant within 5 days of receipt. The complaint shall be reviewed and a determination made as to its validity. Should the complaint be accepted, an investigation shall then be carried out by OSMS which may involve an unannounced audit or interviews with stakeholders such as NGO's, Trade Unions and the Complainant as a minimum.

Should the complaint not be accepted the complainant shall be advised of the reasons together with details of the OSMS appeals procedures. Upon completion of the investigation into the complaint, the complainant shall be sent a report presenting the resolution of the complaint and the reasons for the conclusion.

OSMS are required to send SAAS a detailed report of any complaints received every 6 months. Client management have the right to submit a written response to the allegations regarding any complaint.

b) Complaints Received by SAAS

Any complaint received by OSMS from SAAS shall be acknowledged within 5 days. Within 10 days a report shall be sent to SAAS with an action plan. The investigation shall be completed within 90 days.

16. Witnessed Visits

As part of the on-going surveillance of OSMS, the client agrees to allow SAAS the right to witness OSMS conducting their audit duties. The fact that SAAS representative attends an audit will not affect the audit. Also, from time-to-time OSMS may have to have trainee auditors or internal audits on an assessment team.

17. Short Notice Audits

For clients that have been suspended or where OSMS has received complaints then a short notice audit maybe required for follow-up and verification or validation of the implementation of corrective and preventive measures.

In such cases the client agrees to co-operate with OSMS audit team members and allow the required access.

OSMS will perform special audit with the possible need for access to client's premises (announced or unannounced).

Special audits are typically performed for the following reasons:

- a) Extension /expansion of a client organisation's scope of SA 8000 Certification.
- b) To investigate possible auditor bribery .
- c) To investigate a complaint, whether generated internally, from a stakeholder, from a client organisation or from SAAS.
- d) As part of Calibration / duplicate audit process.
- e) To verify onsite, the effectiveness of a CAP produced by OSMS's client as response to the raising of a Critical or Major non conformity.

18. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

19. Indemnification

In respect of any claim, loss, damage or expense however arising, OSMS's liability to the client shall in no circumstances exceed the amount of OSMS's fees paid by the client. Under no circumstance shall OSMS be liable for any consequential loss.

20. Impartiality

OSMS or any OSMS Representative shall **not**:



- a. Provide management system consultancy which includes - preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of a Social management system.
- b. Provide an internal audit service to any Certificated Client.
- c. Certify an SA8000:2014 management system on which it provides any consultancy.
- d. Outsource any audits to a management consultancy company involved in management systems as described with the scope of these Scheme Rules.
- e. Have marketed or offered as linked with the activities of an organization that provides management system consultancy.
- f. conflict of interests, personnel who have provided management system consultancy, including those acting in a managerial capacity.

OSMS or any **OSMS** Representative shall

- g. Not take action to respond to any threats to its impartiality arising from the actions of other persons, bodies or organizations.
- h. act impartially and shall not allow commercial, financial or other pressures to compromise impartiality. Representatives include all personnel internal or external, or committees who could influence the certification activities
- i. shall require personnel, internal and external, to reveal any situation known to them that can present them or the certification body with a conflict of interests

21. Intellectual Property

The ownership of all issued audit reports remains the property of Ozone Sustainability Management Systems (OSMS).

22. Organisational & Management System Changes

Should there be any significant changes with the client organisation such as change of address, ownership, scope or management representative then **OSMS** should be informed as soon as it is practical to do so. Such changes will be reviewed and may require follow-up at the next scheduled surveillance visit.

23. Amendments to Scheme Rules

- a) The Impartiality Committee of **OSMS** reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all clients informed.
- b) Client should record the Scheme Rules as an "external document" within their management system for document control.

24. Use of the SAAS & OSMS Symbols

The use of the symbols must be under the following conditions:

- a) Only holders of certificates issued by **OSMS** may use the appropriate logo in accordance with the requirements of these Scheme Rules on stationery and publicity material or other items relevant to the certificate of certification.
- b) That the certificate number is shown where ever the symbol is used.
- c) That all symbols are produced in black & white or in colour. If colour are used then the following shall be complied with:
 - i) social accountability accreditation services – light grey, pantone 416U;

- ii) people sitting around the inner circle (table) – medium blue, pantone, 301U;
- iii) inner circle (table) – dark blue, pantone 268U;
- iv) SA8000 inside of banner – red, pantone 200U;
- v) banner at bottom, dark blue – pantone 268U.
- d) Embossed, relief, or die-stamped versions may be used. The symbols may also be produced as water marks as long as clarity is maintained.
- e) Electronic reproduction of the marks is permitted provided that the organisation's certificate number is shown for traceability and verification purposes and that the symbols only relates to information on the certificate of certification.
- f) Reversed image versions of the symbols are allowed. When the symbols are printed on an advertising or stationery the symbols shall be no less than 20mm in height, however, regardless of the minimum height restriction all symbols shall be legible.
- g) The logo is not permitted to be used on any product packaging or accompanying information as this could be misleading and give the impression that the product has been approved under a product certification scheme.
- h) The logo shall not be used or be applied to laboratory tests, calibration or inspection reports. (8.3.2)

25. Management System Maturity Declaration Process (Previously known as Social Fingerprint)



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SA8000:2014 requires certified organisations to build, maintain and continually improve their social accountability management system to ensure full and sustained compliance with SA8000.

As this management systems matures, it must be regularly assessed to identify improvement opportunities, set priorities, and establish action plans to achieve sustained, successful implementation of SA8000. The methodology of this assessment under SA8000:2014 is called "Management System Maturity Declaration" (Previously known as Social Fingerprint.)

It is a set of tools that helps organisations measure and improve their management systems.

All clients for SA8000:2014 are required to participate in Management System Maturity Declaration process.

For the completion of social fingerprint it shall be conducted at the following times:

- Client – Prior to Stage 1
- OSMS Lead Auditor – At Stage 1
- OSMS Lead Auditor – At Stage 2
- OSMS Lead Auditor – Surveillance 1
- OSMS Lead Auditor – Surveillance 2
- Client – Prior to Re-Assessment
- OSMS Lead Auditor – At Re-Assessment

Management System Maturity Declaration shall be done in two additional audits in addition to the next re-certification audit (timing dependent on when the transition audit occurs in the certification cycle).

For multi-site certification audits, the Management System Maturity Declaration will only be completed for the nominated head office.

At initial assessment if the Stage 1 Audit and Stage 2 Audit has a gap of more than 6 months, then an additional Stage 1 Audit with corresponding Management System Maturity Declaration shall be conducted.

After the re-assessment it is a new cycle and the same order shall be followed as above.

The process is as follows:

- a) Client selects OSMS to pursue SA8000:2014 certification
- b) Client contacts OSMS where it is listed on the SAAS website.
- c) OSMS collects client information and refers client to the local office.
- d) OSMS provides client with Application Form for SA8000 and the Scheme Rules for SA8000.
- e) Client creates an account in the SAI Training Centre portal database.sa-intl.org/ .
- f) The client, OSMS local administrator and OSMS Head Office administrator receive email notification that client has created an account. The email notification will contain the client's unique identifying profile information needed to complete the SA8000 SF (which are 1) Client email, 2) Client username and 3) Company name. The feature is part of the SAI Training Centre system and cannot be turned off.
- g) Client purchases the SA8000 Social Fingerprint Self-Assessment.
- h) The SA8000 SF Self-Assessment is scored instantly and client receives the scorecard.
- i) The client, OSMS local administrator and OSMS Head Office administrator receive email

notification that client has completed the SA8000 SF Self-Assessment. The OSMS local administrator and OSMS Head Office administrator will be copied on the email for records purposes. The feature is part of the SAI Training Centre system and cannot be turned off.

- j) The client, OSMS local administrator and OSMS Head Office administrator can download the client's SA8000 SF Self-Assessment scores from the SAI Reporting Tool via the SAI Training Centre.

26. Social Fingerprint Payment

If the certification is initial assessment, the client pays directly to SAI for the Social Fingerprint Self-Assessment the amount 300 USD.

All monies for social fingerprint go to SAI, OSMS retain no monies from the fees.

27. Definition of SA8000:2014 non-conformities

Critical Non-Conformity (SA8000)

Is a grievous breach of the SA8000 Standard that results in severe impact to individual rights, life, safety and/or SA8000, GGGOCL, SAAS or SAI's reputation. SA8000 certificates may be denied, cancelled or suspended when CNC's are confirmed. Examples of a CNC would be Intentional egregious violations of human rights, verified immediate threats to worker lives or safety or a breach of ethical standards.

Minor Non-Conformity (SA8000)

A failure or oversight in some part of the organisation's social management system relative to SA8000 that is not systemic in nature and is a single observed lapse in following one item of an organisation's social management system.



Time-Bound Non-Conformity (SA8000)

Is a special non-conformity that can only be raised as a result of audit evidence and findings that show that the client organisation meets the local law **but not** the higher requirements of SA8000 or vice versa. An example of a time-bound non-conformity could be, the client organisation pays workers the legal minimum wage but not a living wage.

Observation (SA8000)

Are where an auditor has commented on best practice and ensure a value added component to each audit.

Opportunity for Improvement (SA8000)

Are intended to indicate where practice is a little slack or inconsistent or systems may be improved. Opportunities for improvement shall not be raised in place of a non-conformity as all auditors are required to demonstrate morale courageousness. Also, opportunities for improvement shall not written is such a way as they are deemed to be in the vein of consultancy.

Major Non-Conformity (SA8000)

- a) The absence or total breakdown of a system to meet an SA8000 requirement. A number of minor non-conformities against one requirement can represent a total breakdown of the system and thus be considered a major non-conformity;
- b) A non-conformity that the judgment and experience of the SA8000 Lead Auditor indicates is likely either to:
 1. result in the failure of the social management system in meeting its goals and expectations or
 2. to materially reduce its ability to reliably assure control of its policies and directives in the workplace to protect its workers.

NC Response & Close-Out Timescale

Time Bound NCs

SA8000 Standard Element	Time-Bound Non-conformity	Maximum Corrective Action Timeline	Monitoring and Reporting Required By CB
Clause 7 - Working Hours	The client organisation does not meet the maximum working hours and/or maximum overtime hours per week as prescribed by SA8000 or the country law (whichever is the lesser amount)	24 Months (see Table 22 for further clarification)	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by the CB.
Clause 8 - Remuneration	The client organisation pays workers the legal minimum wage but not a living wage	24 Months	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by the CB.

Table 22 - List Of The Only Allowable Time Bound NC's

Critical NC		Major NC		Minor NC	
Corrective Action Plan Sent To CB Within	Corrective Action Completed Within	Corrective Action Plan Sent to CB Within	Corrective Action Completed Within	Corrective Action Plan Sent to CB Within	Corrective Action Completed Within
1 Week	1 Month	1 Month	3 Months	2 Months	6 Months