



Manual for the WaterMark Certification Scheme

WaterMark Certification Scheme

2016



ABCB



Manual for the WaterMark Certification Scheme

Version 2016.1

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Preface

The *WaterMark Certification Scheme* is a mandatory certification scheme for certain *plumbing* and *drainage products* to ensure that *plumbing* and *drainage products* are fit for purpose and appropriately authorised for use in *plumbing* or *drainage* installations.

Responsibility for the management, oversight and administration of the *WaterMark Certification Scheme* transferred to the *Australian Building Codes Board* on 25 February 2013.

This publication has been created following a decision by the Building Ministers' Forum at its 31 July 2015 meeting to agree to a range of improvements including to revise and consolidate the 'rules' of the *WaterMark Certification Scheme* into a single document that is independent of the National Construction Code, Volume Three – *Plumbing Code of Australia*. This publication is a revision and consolidation of Part G1 of *Plumbing Code of Australia* 2015, the Rules for the WaterMark Certification Trade Marks and other 'rules', agreements and guidance documents previously published separately.

Under State and Territory law, persons installing *plumbing* work must comply with the *Plumbing Code of Australia*.¹

The *Plumbing Code of Australia* requires certain *plumbing* and *drainage products* to be certified and authorised for use in a *plumbing* or *drainage* installation. These *products* are certified and authorised through the application of the *WaterMark Certification Scheme* and listed on the *WaterMark Product Database*.

The *WaterMark Certification Scheme* is governed by the *Rules for the WaterMark Certification Scheme*, that outlines the requirements for the use of the *Mark of Conformity*, and this Manual for the WaterMark Certification Scheme, that outlines the requirements for *product* evaluation and certification, risk assessment and developing product specifications.

In order to achieve WaterMark certification, the subject *product* needs to—

1. be tested by an *accredited testing laboratory*;
2. comply with an *applicable specification*;
3. be manufactured in accordance with an approved *quality management system*; and
4. clearly state its intended *scope of use*.

¹ The *Plumbing Code of Australia* is applied under relevant State and Territory building and plumbing legislation.

Products complying fully with the applicable requirements of the *WaterMark Certification Scheme* are then eligible to be certified by a WaterMark Conformity Assessment Body and listed on the *WaterMark Product Database*. *Certified products* are identifiable by the *WaterMark* which must be displayed on a *product* upon the granting of a *WaterMark Licence*.

It is important to note that not all *plumbing* and *drainage products* require WaterMark certification. All *products* to be used in a *plumbing* and *drainage* installation require a risk evaluation to be undertaken. A comprehensive listing of predetermined *product* types that require WaterMark certification is contained on the *WaterMark Schedule of Products*. Likewise, the *WaterMark Schedule of Excluded Products* lists predetermined *products* that are excluded from the *WaterMark Certification Scheme*.

WaterMark Conformity Assessment Bodies evaluate and certify *products* against *product specifications* listed on the *WaterMark Schedule of Products*.

Where a *product* cannot be evaluated against an existing *product specification*, an application can be prepared for the *ABCB Office* to review and approve a new *product specification*. Once approved and listed on the *WaterMark Schedule of Products*, WaterMark Conformity Assessment Bodies can evaluate and certify the *product* to the new *product specification*.

The *WaterMark Certification Scheme* is based on ISO/IEC 17067, Conformity assessment — Fundamentals of product certification and guidelines for product certification schemes. As stated at A2.0 of the *Plumbing Code of Australia* 2016, the *Rules for the WaterMark Certification Scheme* and this Manual for the WaterMark Certification Scheme replace the provisions of Part G1 of the *Plumbing Code of Australia* 2015.

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Section 1 | General

1.1 Introduction

- 1.1.1 The *WaterMark Certification Scheme (Scheme)* for *plumbing* and *drainage products* is owned by the Commonwealth of Australia, acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory (*Scheme Owner*). The *Australian Building Codes Board (ABCB)* has responsibility for the management and oversight of the *Scheme* on behalf of the *Scheme Owner*.
- 1.1.2 The *ABCB* is a joint initiative of all levels of Australian government, in co-operation with the building industry. It was established by an intergovernmental agreement by the *Scheme Owner*. The *ABCB* is also a regulatory reform vehicle for the Council of Australian Governments (COAG), and reports to the Australian Government Minister and State and Territory Ministers responsible for building and *plumbing* regulatory matters, also known as the Building Ministers' Forum (BMF).
- 1.1.3 The *ABCB's* mission is to address issues relating to safety, health, amenity and sustainability in the design, construction and performance of buildings. This is achieved through the National Construction Code (NCC), comprised of the Building Code of Australia and the *Plumbing Code of Australia* (PCA), and the development of effective regulatory systems and appropriate non-regulatory solutions.
- 1.1.4 The *Scheme Owner* has appointed an *Administering Body* to manage and administer the operation of the *Scheme* in accordance with the PCA, the *Rules for the WaterMark Certification Scheme (Scheme Rules)* and this Manual for the WaterMark Certification Scheme (Manual).
- 1.1.5 The *ABCB* has been appointed to be the *Administering Body* by the *Scheme Owner*.
- 1.1.6 The *Scheme Owner* has appointed an *Accreditation Body* to assess and accredit WaterMark Conformity Assessment Bodies (*WMCABs*) in accordance with the *Scheme Rules* and this Manual. The *Accreditation Body* operates subject to an agreement with the *Scheme Owner*.
- 1.1.7 The Joint Accreditation System of Australia and New Zealand (JAS-ANZ) has been appointed to be the *Accreditation Body* by the *Scheme Owner*.
- 1.1.8 JAS-ANZ is a not for profit, self-funding international organisation established under a Treaty between the Governments of Australia and New Zealand to act as the joint *accreditation* body for Australia and New Zealand for certification of management systems, products, inspections and personnel.

- 1.1.9 The *Scheme* is based on the relevant standards produced by the International Organisation for Standardisation and application documents produced by the International Accreditation Forum (IAF), and utilises the internationally recognised certification and *accreditation* infrastructure, thereby maximising reliability, integrity, credibility and confidence.
- 1.1.10 Part A2 of the *PCA* gives effect to the *Scheme*. The *PCA* is applied under relevant State and Territory legislation.

1.2 Abbreviations

- 1.2.1 The following abbreviations are used in this document.

Acronym	Meaning
ABCB	Australian Building Codes Board
BMF	Building Ministers' Forum
CAR	Corrective Action Request
COAG	Council of Australian Governments
IAF	International Accreditation Forum
JAS-ANZ	Joint Accreditation System of Australia and New Zealand
NATA	National Association of Testing Authorities, Australia
NCC	National Construction Code
PCA	Plumbing Code of Australia
WMCAB	WaterMark Conformity Assessment Body
WMCC	WaterMark Certificate of Conformity
WMEP	WaterMark Schedule of Excluded Products
WMPD	WaterMark Product Database
WMSP	WaterMark Schedule of Products
WMTAC	WaterMark Technical Advisory Committee

1.3 Definitions

- 1.3.1 Words with special meanings are defined below for the purposes of this Manual and any appendices to this Manual, and appear in *italics* throughout this document. If a word is not defined in this document, the meaning (if any) attributed to it under the *PCA* applies. As a general rule, the definitions in ISO/IEC 17000 are applicable. Some of the following definitions are either not included or are derivatives of definitions included in the *PCA* or ISO/IEC 17000, and are considered necessary for the effective management of the *Scheme*:

Accreditation

An attestation by the *Accreditation Body* that an *Approved Certifier* is competent to carry out the specific conformity assessment tasks required by the *Scheme*.

Accreditation Body

The body appointed by the *Scheme Owner* responsible for providing *accreditation* of *Approved Certifiers* in the fields of certification and inspection.

Accredited testing laboratory

- a) an organisation accredited by the National Association of Testing Authorities, Australia (NATA) to undertake the relevant tests; or
- b) an organisation outside Australia accredited by an authority to undertake the relevant tests and is recognised by NATA through a mutual recognition agreement; or
- c) an organisation recognised as being an *accredited testing laboratory* under legislation at the time the test was undertaken.

The organisation must have a scope of *accreditation* covering the testing requirements of the *applicable specification*.

Administering Body

The body appointed by the *Scheme Owner* responsible for managing and administering the operation of the *Scheme*.

Applicable specification

A document (including *product specifications*, standards, industry schemes and codes) that contains specifications and requirements for *plumbing products* that the *Scheme Owner* allows certified compliance with, which are to be signified by use of the *WaterMark*. These include the *PCA*, this Manual (which contains the Procedures for Certification of Plumbing and Drainage Products, Protocol for the Assessment of Risks of Plumbing Products and the Protocol for Developing Product Specifications) and documents listed on the *WaterMark Schedule of Products*.

Approved Certifier or WMCAB

A WaterMark Conformity Assessment Body (*WMCAB*) registered with and accredited by the *Accreditation Body* to conduct evaluations leading to *product* certification and contracted with the *Scheme Owner* to issue the *WaterMark Licence*.

NOTE: A list of WMCABs can be viewed on the ABCB website at www.abcb.gov.au.

Approved Certifier Agreement

A formal agreement between the *Scheme Owner* and an *Approved Certifier*, authorising the *Approved Certifier* to grant *WaterMark Licences* to *Approved Users*, for the use of the *WaterMark* (refer Appendix 2).

Approved User

A *manufacturer*, assembler, distributor, retailer or importer of a *product*, or an agent thereof, who entered into an *Approved User Agreement* with and has been granted a *WaterMark Licence* by an *Approved Certifier* for use of the *WaterMark* in relation to a *certified product*. An *Approved User* may also be referred to as a Licensee.

Approved User Agreement

A formal agreement between the *Approved Certifier* and the *Approved User* granting permission for the use of the *WaterMark* (refer Appendix 2).

Australian Building Codes Board or ABCB

The board established by an agreement between the governments of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory.

Australian Building Codes Board Office or ABCB Office

The part of the Commonwealth Department of Industry, Innovation and Science (or any other department or agency of the Commonwealth) that may from time to time be responsible for assisting the *ABCB* in undertaking its functions and exercising its powers under the *ABCB Intergovernmental Agreement*.

Batch release testing

Testing performed by the *manufacturer* on a batch of *products*, which has to be satisfactorily completed before the batch can be released.

Certified product

Finished *product* for which an *Approved User* may apply the *WaterMark*, to demonstrate that the *product* conforms to the *applicable specification* and that the *Approved User* has in all other respects complied with the requirements of the *Approved User Agreement*.

NOTE: Certified products are listed on the WaterMark Product Database.

Conflict of interest

Means any matter, circumstance, interest or activity affecting a *Scheme* stakeholder which may or may appear to be in conflict with their ability to carry out their responsibilities outlined in the *Scheme Rules* and this Manual.

Deed of Assignment

A deed, from the developers of a *WaterMark Technical Specification (WMTS)*, providing confirmation to the *Administering Body* that all intellectual property rights within the *WMTS* are assigned to the *Scheme Owner*.

NOTE: The Deed of Assignment may be obtained from the ABCB website at www.abcb.gov.au.

Deemed-to-Satisfy Provisions

Provisions which are deemed-to-satisfy the *PCA Performance Requirements*.

Deemed-to-Satisfy Solution

A method of satisfying the *PCA Deemed-to-Satisfy Provisions*.

Drainage

Any sanitary *drainage*, liquid trade waste *drainage* or stormwater *drainage* system.

Drinking water

Water intended primarily for human consumption but which has other domestic uses.

Family of products

A range of *products* of the same design, material, components, manufacturing location, manufacturing and testing processes and *applicable specification*.

Heated water

Water that has been intentionally heated. It is normally referred to as hot water or warm water.

Insolvency event

An event that occurs if a receiver, liquidator, provisional liquidator or administrator is appointed to a party's undertakings or assets or that party enters into any arrangement with its creditors.

Manufacturer

The entity responsible for the manufacture or assembly of a *product*.

Non-drinking water

Water which is not *drinking water*.

Performance Requirement

A *PCA* requirement that states the level of performance which a *Performance Solution* or a *Deemed-to-Satisfy Provision* shall meet.

Performance Solution

A method of complying with the *PCA Performance Requirements* other than by a *Deemed-to-Satisfy Solution*.

Plumbing

Any water *plumbing*, roof *plumbing*, sanitary *plumbing* system or heating, ventilation and air-conditioning *plumbing*.

Plumbing Code of Australia or PCA

A set of performance-based technical provisions for the design, construction, installation, replacement, repair, alteration and maintenance of *plumbing* and *drainage* installations throughout Australia and a set of requirements for the use of *products* in *plumbing* and *drainage* installations.

NOTE: The PCA may be obtained from the ABCB website at www.abcb.gov.au.

Point of connection

- (a) For a *heated water* service, means the point where the water heater connects to the cold water service downstream of the isolation valve.
- (b) For sewage disposal, means the point where the on-site *drainage* system connects to the Network Utility Operator's sewerage system or to an on-site wastewater management system.
- (c) For stormwater disposal, means the point where the on-site *drainage* system connects to the Network Utility Operator's stormwater system or to an approved disposal system.
- (d) For a water service, means the point where the service pipe within the premises connects to the Network Utility Operator's property service or to an alternative water supply system.

Product

Plumbing and *drainage* items within the scope of the *PCA* including but not limited to the following:

- (a) Materials, fixtures and components used in a *plumbing* or *drainage* installation.
- (b) Appliances and equipment connected to a *plumbing* or *drainage* system.

NOTE: Products are listed on the WaterMark Schedule of Products and the WaterMark Schedule of Excluded Products.

Product category

A class or group of *products* possessing some quality or qualities in common.

Product conformity surveillance

The annual surveillance of *certified product*. *Product conformity surveillance* commences within 12 months of the initial certification of the *product* and continues on an annual basis.

Product inspection

Examination of *certified product*, conducted during annual *product conformity surveillance*, to determine its conformity with the specific requirements of its current certification and *WaterMark Licence*.

Product specification

A document (including technical specifications and standards, Australian Standards, Australian/New Zealand Standards, *WMTS*, industry standards, international standards or other documents) that contains specifications and requirements for the evaluation of a *product*.

NOTE: A product specification may become an applicable specification when it is approved and listed on the WaterMark Schedule of Products and the WaterMark Product Database by the Scheme Owner.

Quality management system

A system to direct and control an organisation with regard to quality.

Quality Plan

Documentation addressing, as a minimum, all of the matters specified in the Requirements for a Quality Plan (refer Appendix 5) setting out the specific quality practices, resources and sequence of activities relevant to a particular *product* and its manufacture.

NOTE: The Quality Plan may stand alone, for example in a small company making one simple product. In larger companies it may be part of the company's quality management system.

For further information on Quality Plans refer to AS/NZS ISO 10005.

Re-evaluation testing

Testing carried out in conjunction with the renewal of the certification.

Rules for the WaterMark Certification Scheme or Scheme Rules

Each or all of the rules lodged with the Registrar of Trade Marks for each or all of the *WaterMarks*, as the context may be (refer Appendix 1).

Scheme Owner

The Commonwealth of Australia, acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory.

Test plan

A document developed by the *Approved Certifier* that articulates the tests to be undertaken at initial *type testing*, *batch release testing* and *re-evaluation testing*.

Test report

A document issued by a testing laboratory that includes a documented record of the obtained test results for evaluation and acceptance by an *Approved Certifier*.

Type testing

Testing performed to demonstrate that the *product* is capable of conforming to the requirements given in the *applicable specification*.

WaterMark or Mark of Conformity

The registered certification trade marks (refer paragraph 9.6 Figure B).

WaterMark Certificate of Conformity or WMCC

A document issued by the *Approved Certifier* describing *certified product(s)* in accordance with the *Scheme*.

NOTE: A WaterMark Certificate of Conformity lists products which have been certified by an Approved Certifier to an applicable specification and the requirements of the Scheme. A WaterMark Certificate of Conformity is valid for 5 years maximum unless there have been changes within that period to the relevant product or the applicable specification.

WaterMark Certification Scheme or Scheme

The scheme for certifying and authorising *plumbing and drainage products*.

WaterMark Licence

A licence issued by an *Approved Certifier*.

NOTE: A WaterMark Licence grants the Approved User use of the Mark of Conformity. A WaterMark Licence is valid for 12 months maximum and is automatically renewed annually following product conformity surveillance conducted by the relevant Approved Certifier, unless the licence is relinquished, cancelled or suspended.

WaterMark Product Database or WMPD

A database maintained by the *Administering Body* containing details of *certified products* including reference to the *WaterMark Certificate of Conformity*.

NOTE: The WaterMark Product Database can be accessed from the ABCB website at www.abcb.gov.au.

WaterMark Schedule of Excluded Products or WMEP

The list maintained by the *Administering Body* of *products* excluded from the *Scheme*.

NOTE: The WaterMark Schedule of Excluded Products can be viewed on the ABCB website at www.abcb.gov.au.

WaterMark Schedule of Products or WMSP

The list maintained by the *Administering Body* of *products* included in the *Scheme*, and the *applicable specifications* to which the *products* can be certified.

NOTE: The WaterMark Schedule of Products can be viewed on the ABCB website at www.abcb.gov.au.

WaterMark Scope of Use

A statement by the *Approved User* that says that a *certified product* is suitable for use under specified conditions. The conditions may be limits on water pressure, water temperature or any other operating circumstance.

NOTE: The statement shall be included with the product when sold and may be stamped onto the product, printed on the packaging, or included as part of the installation instructions.

WaterMark Technical Advisory Committee or WMTAC

A committee of industry advisers, established by the *Administering Body*, to assist the *Administering Body* in its consideration of technical matters relevant to the *Scheme*.

WaterMark Technical Specification or WMTS

A *product specification* published by the ABCB (refer Section 2 of Appendix 4).

1.4 Governing Documents

- 1.4.1 The governing documents for the *Scheme* are the *PCA*, the *Scheme Rules* and this Manual.

1.5 Referenced Documents

- 1.5.1 The documents referenced in this Manual are listed below:

Approved Certifier Agreement and *Approved User Agreement*
(refer Appendix 2)

ISO 19011

Guidelines for auditing management systems

ISO 31000

Risk management – Principles and guidelines

ISO/IEC 17000

Conformity assessment – Vocabulary and general principles

ISO/IEC 17020

Conformity assessment – Requirements for the operation of various types of bodies performing inspection

ISO/IEC 17065

Conformity assessment – Requirements for bodies certifying products, processes or services

ISO/IEC 17067

Fundamentals of product certification and guidelines for product certification schemes

ISO 10005

Quality management systems – Guidelines for quality plans

JAS-ANZ – Accreditation Deed

JAS-ANZ – Accreditation Manual

Protocol for Developing Product Specifications (refer Appendix 4)

Protocol for the Assessment of Risks of Plumbing Products
(refer Appendix 3)

Rules for the WaterMark Certification Scheme (refer Appendix 1)

1.6 Terminology

1.6.1 In this document:

- a) the words “shall” and “must” are to be construed as being mandatory;
- b) the words “is to” and “are to” are to be construed as being directory;
- c) the word “may” is to be construed as being discretionary or enabling, as the context requires; and
- d) the word “should” is to be construed as a recommendation.

1.7 Interpretation

1.7.1 Except where the context otherwise requires:

- a) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- b) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- c) words in the singular include the plural, and words in the plural include the singular; and
- d) headings are for ease of reference only and do not affect interpretation.

Section 2 | Framework

2.1 Framework of the Scheme

2.1.1 The framework of the *Scheme* comprises:

- a) the *Scheme Owner*
- b) the *Administering Body*
- c) the *Accreditation Body*
- d) *Approved Certifiers* (WMCABs) and
- e) *Approved Users*.

2.1.2 The *Scheme Owner* is the registered owner of the *WaterMark* and is responsible for the management and oversight of the *Scheme*.

2.1.3 The *Administering Body* is responsible for managing and administering the operation of the *Scheme*.

2.1.4 The *Accreditation Body* is responsible for the *accreditation* and ongoing surveillance of *Approved Certifiers*.

2.1.5 Each *Approved Certifier* is responsible for the evaluation, certification and ongoing surveillance of *plumbing and drainage products*, issuing *Certificates of Conformity*, and granting licences to, and ongoing surveillance of, *Approved Users* for use of the *WaterMark* on *certified product*.

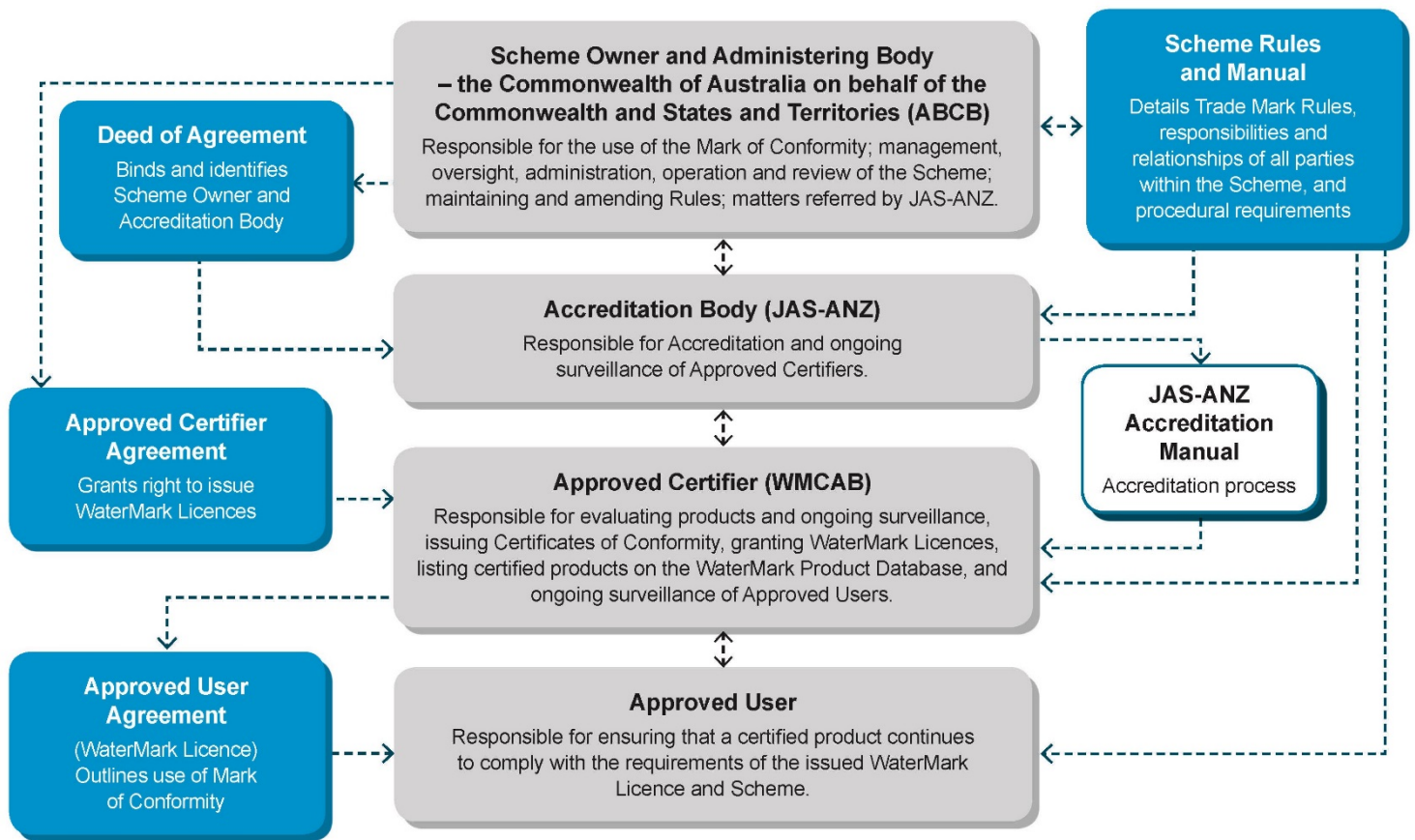
2.1.6 The *Approved Certifiers* evaluate new *products* for inclusion onto the *WMPD* where there is an *applicable specification* listed on the *WMSP*.

2.1.7 Where a new *product* cannot be evaluated against an existing *applicable specification* listed on the *WMSP*, the *Approved Certifier* prepares an application to the *Administering Body* who administers the review and approval of a new *product specification* for inclusion into the *WMSP*. Once approval of the new *product specification* is obtained, the *Approved Certifier* can undertake an evaluation of the new *product* to be listed on the *WMPD*.

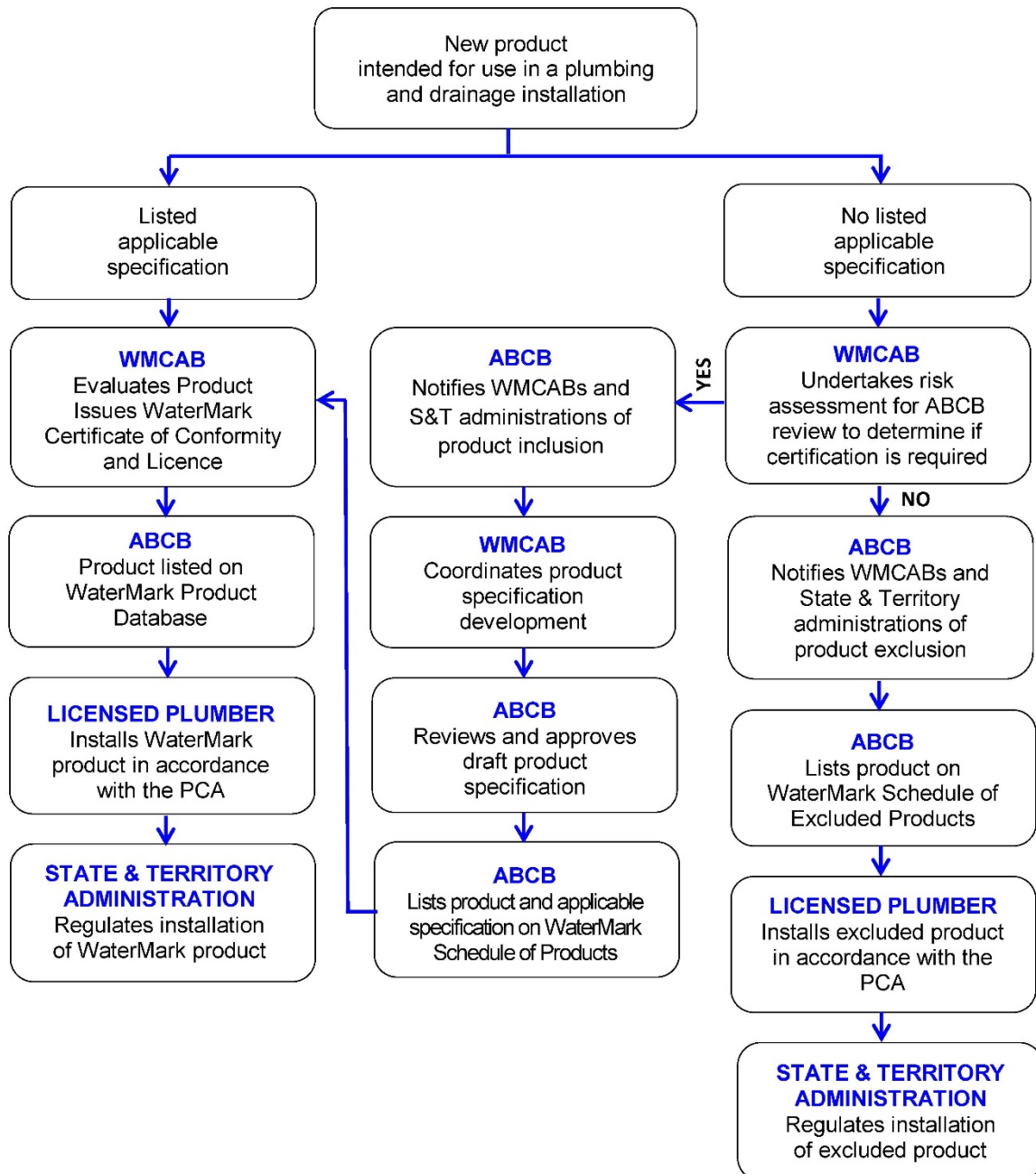
2.1.8 *Approved Users* are responsible for ensuring that a *certified product* continues to comply with the requirements of the issued *WaterMark Licence* and the *Scheme*.

2.1.9 The following charts detail the **Administrative Framework** of the *Scheme* and the **Process for WaterMark Certification**.

ADMINISTRATIVE FRAMEWORK



PROCESS FOR WATERMARK CERTIFICATION



Section 3 | Scope

3.1 Scope of the Scheme

3.1.1 The *PCA* requires that every part of a *plumbing* or *drainage* installation shall be constructed in an appropriate manner to achieve the requirements of the NCC, using *products* that are fit for the purpose for which they are intended.

3.1.2 For the purposes of 3.1.1, a *product* is fit for purpose if it is:

a) listed on the *WMSP*, and certified and authorised in accordance with the *Scheme*; or

b) listed on the *WMEP*;

and is supported by evidence of suitability provided in accordance with Part A2 of the *PCA*.

3.1.3 The scope of the *Scheme* covers *plumbing* and *drainage products* and is based on the following principles:

a) the installation of the *product* is covered by the *PCA* excluding State and Territory variations, which vary how the *product* is regulated through the *PCA*;

Note: The installation of products is regulated by all States and Territories through the PCA.

b) the objectives of the *Scheme* (refer Section 5); and

c) the *product category* is to present a public risk requiring mitigation through the *Scheme*, as determined by the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3), and subsequent listing on the *WMSP*.

Section 4 | Application

4.1 Application of the Scheme

- 4.1.1 The *Scheme Rules* apply to all *plumbing* and *drainage products* that require certification as listed on the *WMSP*.
- 4.1.2 This Manual contains the procedures for certification of *plumbing* and *drainage products* for authorised use in new installations, alterations, additions, replacement and repairs to existing installations.
- 4.1.3 The requirement for authorisation and certification is based on the risks arising from the use of the *product* in a *plumbing* or *drainage* installation.
- 4.1.4 The process of risk identification, risk analysis, risk assessment and risk treatment of *plumbing* and *drainage products* is set out in the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3).
- 4.1.5 *Product* certification and authorisation is achieved through the application of the *Scheme* and the listing of the *certified product* on the *WMPD*.

Section 5 | Objectives

5.1 Objectives of the Scheme

5.1.1 The objectives of the *Scheme* are to establish the requirements for *product* certification and authorisation under Part A2 of the *PCA* and:

- a) to provide a process to authorise *products* to enable their use in *plumbing* and *drainage* installations as covered by the *PCA*, and
- b) to ensure that *plumbing* and *drainage products* are fit for the purpose for which they are intended and that their use in a *plumbing* and *drainage* installation throughout its serviceable life is suitable and does not create significant risks or any likely outcome of:
 - (i) personal illness, loss, injury or death;
 - (ii) on-site environmental degradation;
 - (iii) contamination of the water resource;
 - (iv) adverse impact on infrastructure (private or public);
 - (v) contamination of water supplies from the *point of connection* to the points of discharge; or
 - (vi) wastage of resources (water and energy).

Section 6 | Authorisation

6.1 Authorisation of the Scheme

- 6.1.1 On 9 August 2011 the Chair of the BMF advised the Chair of the *ABCB* that all State and Territory building and plumbing ministers had agreed to transfer the management and oversight of the *Scheme* from the National Plumbing Regulators Forum to the *ABCB*. In addition, the Chair of the BMF advised the BMF had also agreed to transfer the administration of the operation of the *Scheme* from Standards Australia to the *ABCB*.
- 6.1.2 The *ABCB* subsequently assumed management and administration responsibilities for the *Scheme* on 25 February 2013.

6.2 Authorisation of Products

- 6.2.1 A *certified product* that is listed on the *WMPD* and is marked in accordance with the *Scheme Rules* is recognised by authorities having jurisdiction as being authorised for use in a *plumbing* or *drainage* installation.

Section 7 | Conduct, Roles, Responsibilities and Competencies

7.1 Conduct

7.1.1 The aim of this part is to establish a common understanding of the standards of behaviour expected of participants in the *Scheme*.

7.1.2 It is expected that all participants in the *Scheme* shall conduct their activities in relation to the *Scheme* in a professional and ethical manner with respect and courtesy. In doing so, participants will ensure the integrity of the *Scheme* is maintained. In particular, participants shall:

- a) comply with the *Scheme Rules* and this Manual;
- b) comply with all applicable laws and regulations;
- c) undertake activities in an honest, fair and transparent manner;
- d) maintain accurate and complete records;
- e) disclose, manage and prevent, wherever possible, any *conflicts of interest*;
- f) maintain confidentiality of client information from unauthorised disclosure; and
- g) respond promptly and courteously to all proper requests for information and to all complaints.

7.2 Roles, Responsibilities and Competencies

7.2.1 The roles, responsibilities and, where applicable, competencies of participants in the *Scheme* are outlined below.

7.3 Scheme Owner

7.3.1 The Scheme Owner is responsible for:

- a) registering and maintaining the registration of the *WaterMark* certification trade marks, in accordance with the Trademark Act 1995 (Cth);
- b) maintaining the integrity and validity of the *WaterMarks*;
- c) issuing *Approved Certifiers* the right to grant *WaterMark Licences* and monitoring the use of the *WaterMarks* by all *Approved Certifiers* and *Approved Users*;
- d) establishing the scope, objectives, outcomes, and performance measures of the *Scheme* and the various components and bodies;
- e) developing and overseeing the application of the *Scheme Rules* and this Manual;

- f) ensuring that the provisions of the *Scheme* are taken into account in government to government treaties;
- g) establishing and managing the rules and responsibilities in relation to the *Scheme* with the *Administering Body* and the *Accreditation Body*, including monitoring and auditing their performance and function;
- h) meeting any regulatory impact assessment obligations in connection with the *Scheme*;
- i) obtaining any authorisation in connection with the *Scheme* that may be required from the Australian Competition and Consumer Commission;
- j) reviewing matters brought to the *Scheme Owner* by the *Administering Body*;
- k) undertaking a review of the *Scheme* from time to time and, where appropriate, amending the *Scheme Rules*;
- l) approving *applicable specifications*, and publishing *WMTS*, for use in the *Scheme*;
- m) marketing and promoting the *Scheme* operations and objectives to all interested parties, including the benefits of national consistency, and improving recognition of the *WaterMark*;
- n) creating and disseminating educational materials in collaboration with the *Administering Body* and ensuring that information about the *Scheme* is made publicly available to ensure transparency, understanding and acceptance;
- o) advising the *Administering Body* of any changes to the *PCA*, the *Scheme Rules* and this Manual that may affect the administration of the *Scheme*; and
- p) establishing and managing a procedure for appeals.

7.4 Administering Body

7.4.1 The *Administering Body* is responsible for managing and administering the operation of the *Scheme* in accordance with the *Scheme Rules* and this Manual including:

- a) advising the *Accreditation Body* of any changes to the *PCA*, the *Scheme Rules* and this Manual that may affect the *accreditation* of the *Approved Certifiers*;
- b) approving *Approved Certifier's* participation in the *Scheme* and administering the *Approved Certifier Agreements*, including auditing *Approved Certifiers*;
- c) reviewing and enforcing the compliance of the *Approved Certifiers* with the *Scheme Rules* and this Manual;
- d) advising *Approved Certifiers* of any change to—
 - (i) the *PCA*, when relevant;
 - (ii) the *Scheme Rules*;
 - (iii) the Manual (this document);

- (iv) policies;
- (v) procedures;
- (vi) new or changed *applicable specifications*; and
- (vii) required actions;
- e) managing enquiries with respect to the administration of the *Scheme* in a timely manner;
- f) managing complaints in relation to the administration of the *Scheme* in conjunction and in consultation with the *Accreditation Body*;
- g) reviewing and approving submitted risk assessments;
- h) facilitating the approval and listing of *applicable specifications*, including publication of *WMTS*, and the development, approval and publication of the *WMSP*, *WMEP* and other *Scheme* documents;
- i) establishing and maintaining the *WMPD* and *WaterMark* website;
- j) assisting the *Scheme Owner* to promote the *Scheme*, and to create and disseminate educational materials, tools and general information relating to the *Scheme*, including hosting relevant forums;
- k) administering the *Approved Certifier* fees and annual *WaterMark Licence* fee; and
- l) providing reports to the *Scheme Owner* as requested.

7.5 Watermark Technical Advisory Committee (WMTAC)

- 7.5.1 The role of the *WMTAC* is to provide technical advice related to the *Scheme* to the *Administering Body*. This may be advice on proposals for the development of *product specifications*, on the technical adequacy of draft *product specifications*, or on any other matter as requested by the *Administering Body*.
- 7.5.2 The *WMTAC* shall review applications from *Approved Certifiers* and *Approved Users* for the inclusion of a new *product specification* or an amended existing *product specification* on the *WMSP*. Testing, *product* design and installation elements are to be addressed by the *Approved Certifiers* and the *Approved User* in the application. Such review will be coordinated by the *Administering Body*.
- 7.5.3 The *Administering Body* shall be responsible for ensuring all *WMTAC* administration, documentation and timelines are effectively managed.
- 7.5.4 The *WMTAC* consists of the following members:
- a) a senior representative of the *Administering Body* who shall be the Chair of the Committee;
 - b) one member with expertise in the plastic piping industry;
 - c) one member with expertise in the copper piping industry;
 - d) one member with expertise in the area of testing *plumbing products*;

- e) one member with expertise in the use of *plumbing products* in commercial and residential construction;
 - f) one member with expertise in *plumbing* installations; and
 - g) one member with expertise in the *plumbing products* industry.
- 7.5.5 Upon acceptance of an application for the inclusion of a new *product specification* on the *WMSP*, the *Administering Body* shall issue all relevant documentation to the *WMTAC* members for peer review. The *WMTAC* shall conduct its deliberations out of session and the Chair shall be responsible for ensuring timelines are met.
- 7.5.6 The *WMTAC* members shall review the application for the inclusion of a *product specification* on the *WMSP* and:
- a) recommend acceptance of the application as received;
 - b) recommend acceptance of the application in principle with amended technical requirements;
 - c) request an independent appraisal/assessment of the *product*;
 - d) return the application due to insufficient technical/*product* information; or
 - e) reject the application with reasons for the rejection.
- 7.5.7 In considering applications, *WMTAC* members may request further clarification from the *Approved Certifier*, its suppliers, agents, other stakeholders or relevant technical bodies, regarding *product specifications* or *products*. Such requests shall be coordinated by the *Administering Body*.
- 7.5.8 On considering an application, *WMTAC* members may:
- a) request a panel discussion (via teleconference or meeting) in part or whole; or
 - b) declare the *product specification* falls outside their area of expertise.
- 7.5.9 *WMTAC* member's comments about the application shall address relevant aspects such as the design, performance, materials used, installation, operation, maintenance, application, suitability of *product*, protection of health, safety and the environment, and the extent to which the identified risks and objectives of the *Scheme* are addressed.
- 7.5.10 When a member of the *WMTAC* recommends that the application should not proceed, they shall provide specific technical reasons for their recommendation.
- 7.5.11 Where a *WMTAC* member is aware of an existing *product specification* that is applicable to the *product* then this shall be included in their response.

7.5.12 In making comments to the *Administering Body*, the Chair shall have regard to any dissenting views and solutions that can be recommended. Documents considered to be insufficient shall be returned to the *Approved Certifiers* who are responsible for the technical accuracy of the documents.

7.5.13 Following the *WMTAC* review and its advice, the *Administering Body* shall progress the application.

7.6 Accreditation Body

7.6.1 The *Accreditation Body* is responsible for:

- a) *accreditation* of *Approved Certifiers* in accordance with:
 - (i) the *accreditation* criteria determined by the IAF for bodies providing *product* certification services;
 - (ii) ISO/IEC 17065 – Conformity assessment – Requirements for bodies certifying *products*, processes or services;
 - (iii) the *Accreditation Body* Accreditation Deed; and
 - (iv) the requirements as specified in the *Scheme Rules* and this Manual as amended from time to time;
- b) accrediting *Approved Certifiers* with a scope of *accreditation* that includes the *Scheme Rules*, this Manual and those *applicable specifications* for which the *Approved Certifier* has demonstrated competence;
- c) within 10 business days of any *Approved Certifier accreditation* being granted, advising the *Administering Body* of the details of the newly accredited *Approved Certifier*;
- d) maintaining on its website information about the *Scheme* and a register of all accredited *Approved Certifiers*;
- e) conducting periodic reviews (surveillance) of each *Approved Certifier* to verify that *Approved Certifiers* maintain compliance with the *Accreditation Body* requirements and the *Scheme Rules* and this Manual;
- f) providing information to the *Administering Body* each quarter on *Approved Certifier* surveillance being undertaken and any significant issues identified;
- g) where an *Approved Certifier's accreditation* has been suspended or withdrawn, providing advice to the *Administering Body* of the details including reasons for suspension or withdrawal, and the period of suspension;
- h) whenever the *PCA*, the *Scheme Rules* and this Manual, or documents referenced therein, are amended, ensuring that all *accreditation* decisions taken are reviewed and appropriate action taken, including advising *Approved Certifiers* of changes required to their operations, to ensure compliance with the *PCA*, the *Scheme Rules* and this Manual is maintained;
- i) when requested by the *Administering Body*, investigating matters of concern relating to the decisions and actions of an *Approved Certifier* and reporting to the *Administering Body* the outcomes of the investigation;

- j) advising the *Administering Body* of the details of any proposed amendments or variations to the ISO, IAF or *Accreditation Body* standards and procedures, and the likely significance and impact of those amendments or variations on the administration or implementation of any aspect of the *Scheme*;
- k) acting on complaints about *Approved Certifiers*, *WaterMark Licence* holders or the *Accreditation Body*; and
- l) providing the *Administering Body* information about the *Scheme* on request, such as:
 - (i) copies of assessment and surveillance reports prepared by the *Accreditation Body* relating to the accreditation of *Approved Certifiers*; and
 - (ii) records relating to complaints against *Approved Certifiers*.

7.7 Approved Certifiers (WMCABs)

- 7.7.1 *Approved Certifiers* are relied upon by the *Scheme Owner* to help maintain the integrity and validity of the *Scheme*.
- 7.7.2 *Approved Certifiers* are responsible for certifying *plumbing* and *drainage products* in accordance with the certification procedure outlined in Section 8 of this Manual.
- 7.7.3 *Approved Certifiers* certify that *plumbing* and *drainage products* comply with the *applicable specifications* and ensure that the application of the *WaterMark* to a *product* signifies such certified compliance. In support of this, *Approved Certifiers* are responsible for the following requirements of the *Scheme*:
 - a) having, and maintaining, *accreditation* as a product certification body by the *Accreditation Body* or by an Accreditation Body that has a Multilateral Recognition Arrangement with the *Accreditation Body* that recognises its *accreditation*. The *accreditation* shall cover the *Scheme* and the relevant *applicable specifications* as specified in the *WMSP*;
 - b) co-operating with the *Scheme Owner* and the *Administering Body* in maintaining the integrity of the *Scheme*;
 - c) engaging a suitably skilled, technically qualified, competent individual, who is able to comprehend documents and the English language as well as demonstrating awareness of the role of *plumbing* in maintaining public health, to enable the *Approved Certifier* to carry out its functions and obligations under the *Scheme Rules* and this Manual. This individual shall be:
 - (i) available for sufficient time to allow the *Approved Certifier* to efficiently and effectively carry out its functions and obligations under the *Scheme Rules* and this Manual; and
 - (ii) engaged on terms and conditions that do not in any way inhibit the exercise of their professional discretion;

- d) granting, publishing via a publicly accessible website, maintaining, renewing, suspending or withdrawing a *WMCC* in accordance with the *Scheme Rules* and this Manual;
- e) verifying that *Approved Users* maintain compliance with the *Scheme Rules*, this Manual and their *Approved User Agreement*;
- f) reviewing the actions of the *Approved Users* based on reported complaints, non-conformance or recalls;
- g) where necessary, facilitating the development of a *product specification*, and through a public consultation and peer review process (including review by the *WMTAC* and the Plumbing Codes Committee), obtaining approval from the *Administering Body* to have the *product specification* endorsed for use as an *applicable specification* within the *Scheme*;
- h) supplying the *Administering Body* with details of the *WaterMark Licences* issued or amended within 7 days of issue. Notification shall be by uploading to the *WMPD*;
- i) keeping a copy of the licence detail documentation applicable to issuing the *WaterMark Licence* and making it available for audit. Confidentiality of its records shall be maintained;
- j) undertaking and acting on any reasonable request from the *Scheme Owner* or the *Administering Body* in respect of its actions and/or the actions of *Approved Users* it issues with a *WaterMark Licence*;
- k) operating and complying with their *Approved Certifier agreement* for the use of the *Mark of Conformity*;
- l) monitoring changes to *applicable specifications* and ensuring that the *Approved User* implements the relevant required changes by the prescribed timeframes;
- m) maintaining review procedures for the settlement of disputes as required by the *Accreditation Body*, the *Scheme Rules* and this Manual (refer Section 11). The review procedures shall be independent of the *Scheme Owner* and the *Administering Body*;
- n) paying, in a timely manner, the annual fee and the annual fee per *WaterMark Licence* issued, as specified in the *Approved Certifier Agreement* (refer Appendix 2);
- o) providing reports to the *Scheme Owner* and the *Administering Body* as requested; and
- p) agreeing to provide its internal records (compliance folder, *test plan(s)*, *test report(s)*, complaint(s) and review decision(s), design, marking, manual(s), warranty(s), audit reports, etc.) to the *Administering Body* for peer review as required and within 7 days of a request.

7.7.4 The *Approved Certifier* shall ensure that personnel undertaking the evaluation (including, where applicable, surveillance) are able to demonstrate the ability to apply knowledge and skills in the following areas:

- a) installation requirements associated with *plumbing and drainage products*, in particular the *PCA*;
- b) analysis and critique of *Quality Plans*;
- c) *Performance Requirements* of the *PCA*;
- d) inspection and testing regimes; specifically the conformity assessment requirements of *applicable specifications* to ensure standardised and consistent applications for new *product* approvals;
- e) laboratory practices including experience in the interpretation of *test reports* (for each *applicable specification*);
- f) assessment of *plumbing and drainage products* (for each *applicable specification*);
- g) project management;
- h) conducting assessment of associated production processes and *quality management systems*; and
- i) risk assessment, in the context of the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3).

7.7.5 *Approved Certifiers* shall not represent their certification decisions as being decisions made as an agent, or with the endorsement of, the *Scheme Owner*. Similarly, the *Approved Certifier* shall agree to indemnify the *Scheme Owner* against any actions, claims and liabilities (however so arising) from the use of *WaterMark* by the *Approved Certifier* or by the *Approved Certifier's Approved Users*.

7.7.6 *Approved Certifiers* shall attend WMCAB Forums organised by the *Administering Body* at least once per year.

7.8 Approved Users

7.8.1 *Approved Users* are responsible for ensuring a certified *product* meets, and continues to meet, the requirements on which the certification is based in accordance with the details of their *Approved User Agreement* with the *Approved Certifier*, including:

- a) compliance with the *Scheme Rules* and this Manual;
- b) compliance with the conditions of use of the *WaterMark* and requirements for an annual declaration; and
- c) payment of all fees by the due dates.

7.8.2 For the purpose of the *Scheme* the *Approved User* shall have and be able to demonstrate effective control over the manufacture, testing, packaging, branding, delivery, installation/commissioning instructions and *Scope of Use* of the *product*.

7.8.3 *Approved Users* shall enter into an *Approved User Agreement* (refer Appendix 2) with an *Approved Certifier*.

Section 8 | Procedure for Certification

8.1 Introduction

8.1.1 The WaterMark Procedure for Certification is based on ISO/IEC 17067, Conformity assessment—Fundamentals of product certification and guidelines for product certification schemes.

8.1.2 The Procedure for Certification ensures that *products* are manufactured in compliance with the relevant *applicable specification* and are in compliance with the requirements of the *Scheme*.

8.1.3 A licence to use the *WaterMark* is issued by an *Approved Certifier* subject to *product* compliance with the relevant *applicable specification* and the terms and conditions in the *Approved User Agreement* between the *Approved Certifier* and the *Approved User*.

Certification to the *Scheme* shall not be implied or claimed unless the *product* has been duly certified and an appropriate *WaterMark Licence* issued.

8.1.4 To achieve WaterMark certification, *products* shall be certified as fully complying with an *applicable specification* through *type testing*. Full *type testing* shall be certified by an *Approved Certifier* as having been carried out in an *accredited testing laboratory*. The *manufacturer* of the *product* shall be certified by the *Approved Certifier* as having a *quality management system*, including *batch release testing*, appropriate for the *product*. In addition, the *Approved User* shall comply with the conditions of the *WaterMark Licence*.

The *product* is granted certification under the *Scheme*, including application of the *WaterMark*, if all of the above requirements are met.

8.1.5 Certification based on an *applicable specification* listed in the *WMSP* is valid for a period not exceeding 5 years.

8.1.6 Where a *product* requires certification under the *Scheme* and includes integral components that would normally require individual certification, each component shall comply with relevant *applicable specification(s)* for that component (refer to the *WMSP*) and may, but is not required to, be individually certified.

Certification of a *product* may:

i) include the certification of its integral components (to each of their relevant *applicable specifications*) and the *Approved Certifier* is fully responsible for undertaking ongoing surveillance of any integral component that does not have individual certification; or

ii) rely on the prior certification of its individual components, providing this is current, and the *Approved Certifier* shall rely on the ongoing surveillance undertaken for any certified integral component, providing the certification retains currency.

- 8.1.7 Where a *product* does not require certification under the *Scheme* and includes integral components that would normally require certification, each individual component shall be individually certified.

8.2 Initial Request / Application

- 8.2.1 Organisations seeking WaterMark certification for their *product* should apply to an *Approved Certifier*. Any organisation that can satisfy an *Approved Certifier* that its *product* meets the requirements of the *Scheme Rules* can have its *product* certified under the *Scheme*. Individual *Approved Certifiers* may have specific application and engagement processes.

8.3 Pre-evaluation

- 8.3.1 A representative of the *Approved Certifier*, who is deemed by the *Approved Certifier* to be competent in the *Scheme Rules*, shall conduct a review of the application.
- 8.3.2 If the *product* attributes coincide with those of a *product* listed on the *WMSP*, certification shall be carried out in accordance with section 8.5 and the relevant *applicable specification* on the *WMSP*.
- 8.3.3 If the *product* is not listed on the *WMSP*, the *Approved Certifier* shall review the *WMEP* which lists the *plumbing* and *drainage products* that are excluded from the *Scheme*. If the *product* is excluded from requiring certification under the *Scheme*, the *Approved Certifier* shall review the *WMEP* to determine if the schedule includes a *product specification* should the *manufacturer* or importer decide to obtain other certification as a means of proving evidence of suitability under the *PCA*.
- 8.3.4 If the *product* is not listed on the *WMSP* or the *WMEP*, or there is no *applicable specification* appropriate for evaluating the *product* attributes, the *Approved Certifier* is to carry out an assessment of the risks associated with its use in accordance with the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3). The outcomes of the assessment shall be reported to the *Administering Body* in accordance with section 8.4.
- 8.3.5 The *PCA* defines the installation requirements for *products* in *plumbing* and *drainage* systems together with any limitations on installation. From the installation requirements of the *PCA*, the *Approved Certifier* shall determine whether the installation of the *product* is addressed satisfactorily and whether there are any limitations on installation.
- 8.3.6 If the *product* is already covered by an *applicable specification* and the installation requirements of the *PCA*, the *Approved Certifier* shall advise the appropriate *applicable specification* to be used for conformity assessment.

- 8.3.7 Once agreement on the scope of the application has been made, the *Approved Certifier* shall advise the applicant of the evaluation plan and an approximate timeframe and cost for its completion.

8.4 New or Innovative Product

- 8.4.1 The *Approved Certifier* is to submit the outcome of an assessment carried out in accordance with the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3) to the *Administering Body*. All pertinent assessment detail and a description of the *product* is to be provided.

Within 28 days, the *Administering Body* shall approve, or otherwise, the outcome of the assessment and advise the *Approved Certifier* of its decision. Reasons shall be provided in writing where a risk assessment outcome is rejected by the *Administering Body*.

- 8.4.2 Where the new *product* is assessed as being excluded from requiring certification under the *Scheme*, the *Administering Body* shall update the WMEP and the *Approved Certifier* shall advise their applicant accordingly.
- 8.4.3 Where the new *product* is assessed as requiring certification under the *Scheme* and there is no *applicable specification* appropriate for evaluating the product attributes, the *Approved Certifier* may prepare and lodge an application with the *Administering Body* for an existing, new or amended *product specification* to be considered for use in the *Scheme*, in accordance with the Protocol for Developing Product Specifications (refer Appendix 4).
- 8.4.4 When an existing, new or amended *product specification* is approved for use in the *Scheme*, the *Administering Body* shall update the WMSP and the *Approved Certifier* shall recommence pre-evaluation (refer section 8.3).

8.5 Initial Evaluation, Certification and Licence Issue, and Recertification

- 8.5.1 Initial evaluation, certification, licence issue and recertification of a *product* shall be conducted by an *Approved Certifier* as follows:

- I. Selection – including planning and preparation activities and specification of requirements such as normative documents and sampling as well as:
 - a) on-site assessment of manufacturing *quality management system* and production process (i.e. factory/factories have and follow a manufacturing *Quality Plan* and the relevant requirements of the *Scheme* and *applicable specification*) at each location; initially this may be an on-site assessment of capability, then once certification has been issued and production is underway, another site inspection takes place within the next 12 months; and
 - b) approval of a *type test plan* and *batch release testing* regime covering the *product(s)* submitted for certification as follows:

- i. the scope of testing shall not be less than that defined in the *applicable specification* for *type testing* and *batch release testing*, or where not specified, a scope developed by the *Approved Certifier*;
 - ii. the scope of testing shall include all testing requirements applicable to the range of *products / families of products*;
 - iii. in the case of a *family of products* linked by common characteristics, the *test plan* should identify the worst-case scenario for a specific test in order to qualify the whole family;
 - iv. *Type testing* shall be conducted by an *accredited testing laboratory*;
 - v. *Batch release testing* may be conducted by an *Approved Certifier's* approved laboratory (such as a *manufacturer's* laboratory) or by an *accredited testing laboratory*;
 - vi. a *manufacturer's* capability for *batch release testing* shall be verified by an *Approved Certifier* at initial and ongoing factory audits by witnessing the *batch release testing* process.
- II. Determination of characteristics – including testing, inspection, design appraisal as a minimum. Other determination activities such as verification may also be undertaken if required.
- III. Review – including examination of evidence of conformity obtained during step II. above to establish whether the specified requirements have been met.
- IV. Decision on certification – including granting, maintaining, extending, reducing, suspending, withdrawing certification (based on steps I.-III. above). Certification has a maximum term of 5 years.
 - a) The *Approved Certifier* shall commence re-evaluation of certification no later than three months prior to the expiry of the certificate.
 - b) Re-evaluation shall comprise *product* testing and factory assessment as follows:
 - Re-evaluation testing*
 - i. samples for *product* testing shall be selected by the *Approved Certifier* from the factory/factories, warehouse or from the market;
 - ii. samples shall be representative of the range of *products / families of products* included on the *WMCC*;
 - iii. for *products* that have been added to the *WMCC* after initial certification, *re-evaluation testing* shall commence within three months of the fifth anniversary of the certification decision;
 - iv. the scope of testing shall not be less than that defined in the *applicable specification* for *re-evaluation testing* or, where not specified, for *batch release testing* or, where not specified, a scope developed by the *Approved Certifier*; and

- v. *re-evaluation testing* shall be conducted by an *accredited testing laboratory*.

Factory assessment

- i. on-site assessment of manufacturing quality management system and production process at each location. The scope shall be as per the initial assessment.
- V. Attestation and licensing – including issuing a *WMCC* (attestation), granting the right to use certificates and granting the right to use *Marks of Conformity* (licensing). A Licence has a maximum term of 1 year.
- VI. Surveillance – throughout the term of the certificate, the *Approved Certifier* shall conduct annual *product conformity surveillance* including:
- a) request and/or review *type testing* as per the *product specification* and when one or more of the following occurs: a change in specification, design, material, manufacturing process or location; and
 - b) as a minimum annually, *product inspection* of *product* samples from, or intended for, the Australian market:
 - i. samples for *product inspection* shall be selected by the *Approved Certifier* from the factory/factories, warehouse or from the market;
 - ii. samples shall be representative of the range of *products / families of products* included on the *WMCC*;
 - iii. the scope of inspection shall not be less than that defined in the *applicable specification* for *product inspection* or, where not specified, a scope developed by the *Approved Certifier*;
 - iv. examination shall include reviewing the *product* markings, claims associated with a *product*; installation instructions and *WaterMark Scope of Use* included with the *product*; characteristics/critical attributes of the *product* against specifications and drawings; individually certified integral components against Licence details; and any other aspects identified by the *Approved Certifier*;
 - v. dis-assembling the *product* if required; and
 - c) as a minimum annually, a desktop review of:
 - i. *batch release test* results;
 - ii. any complaints;
 - iii. any non-conformities;
 - iv. consistency with *applicable specifications*;
 - v. certification currency of individually certified integral components; and
 - vi. the *Approved User's* declaration of conformity with the *WaterMark Licence*; and

- d) ensuring the *Approved User's* declaration includes that there is no change to design, material, manufacturing process or location, integral products with individual certification, etc. or to provide details where there is a change; and
- e) if the *Approved Certifier* has concerns arising from the annual review, those concerns shall be investigated and resolved by the *Approved Certifier* prior to re-issuing of the *WaterMark Licence*. This may require follow up activities including but not limited to factory inspection and re-testing.

8.6 Extension of Scope of Certification

- 8.6.1 If an *Approved User* wishes to extend the scope of certification to additional types of *products*, to the same specified requirements as the *products* for which a certification is already granted, the *Approved User* should apply to the relevant *Approved Certifier*.

8.7 Maintenance of Certification

- 8.7.1 The *Approved User* shall renew the certification of a *product* certified under the *Scheme* every 5 years or when there have been changes to the *product* or *applicable specification*.
- 8.7.2 When there has been a change in the *applicable specification*, the *Approved Certifier* shall advise the *Approved User* of this change. It is the *Approved User's* responsibility to renew certification of their *product* and ensure that *products* are manufactured to comply with all amendments to the *applicable specifications* referred to in the *WMSP*. Modifications shall be completed within a period of 12 months from the date of listing of the *applicable specification* on the *WMSP*. This period may be extended in exceptional circumstances at the discretion of the *Administering Body*.

8.8 Relinquishment of Certification

- 8.8.1 An *Approved User* may relinquish certification at any time by advice in writing to the relevant issuing *Approved Certifier* and by the return of the relevant *WMCCs* and *WaterMark Licences*. The *Approved Certifier* shall update the status of such *WMCCs* and *Watermark Licences* on the *WMPD* as soon as practicable but no later than 7 days after receiving the written advice.

8.9 Issue of WaterMark Certificates of Conformity

- 8.9.1 The *Approved Certifier* shall ensure that each *WMCC* contains sufficient information to enable a user to verify *product* identity on site. It shall include at least the following:

- a) *product* description including trade name(s), catalogue numbers, model identification, indication of the different brand names that may be used and details of all integral components with their respective licence numbers;
- b) *product* purpose or use;
- c) *Approved User* full contact details;
- d) conditions, or limitations of certification;
- e) reference to the *applicable specification* to which the *product* was evaluated;
- f) reference to the existence of any schedule that forms part of the certificate or the basis for certification;
- g) the *WaterMark*;
- h) *Scheme Owner* logo;
- i) *Accreditation Body* symbol;
- j) contact details of *Approved Certifier* and *Approved Certifier* logo;
- k) name and signature of issuer (from each *Approved Certifier*);
- l) licence number;
- m) initial certification date;
- n) current certification date;
- o) certification expiry date;
- p) this statement: "This Certificate is issued by a JAS-ANZ accredited certification body. The ABCB and JAS-ANZ do not in any way warrant, guarantee or represent that the product the subject of this Certificate conforms to the WaterMark Certification Scheme Rules, nor accepts any liability arising out of the use of the product. The ABCB disclaims to the extent permitted by law, all liability (including negligence) for claims of losses, expenses, damages and costs arising as a result of the use of the product(s) referred to in this Certificate."; and
- q) a statement that the certificate may only be reproduced in its entirety.

Note: For guidance, a non-mandatory template is available from the Administering Body on request.

8.10 Issue and Maintenance of WaterMark Licences

- 8.10.1 The *Approved Certifier* shall issue a *WaterMark Licence* to the *Approved User* as a consequence of the certification of a *plumbing or drainage product*. The *WaterMark Licence* contains conditions that shall be observed by the *Approved User* for the *product* to exhibit to be associated with the *Scheme*.

As soon as practicable but no later than 7 days after granting a *WaterMark Licence*, the *Approved Certifier* shall register the *product* on the *WMPD* by uploading the Licence data.

A *WaterMark Licence* shall be revoked if any of the certification or licence conditions are breached. In such a situation, certification lapses and the *Approved Certifier* shall arrange removal of the *product* listing from the *WMPD*.

8.10.2 The *Approved Certifier* shall ensure that the supporting information required for a *WaterMark Licence* is available on request.

8.10.3 *WaterMark Licences* shall be:

- a) issued using the *Approved User Agreement* template provided by the *Administering Body* at Appendix 2;
- b) signed by both a responsible manager of the *Approved Certifier* and a person engaged in accordance with paragraph 7.7.3(c);
- c) valid for 12 months maximum unless relinquished, suspended or cancelled; and
- d) reproduced only in their entirety.

8.10.4 The expiry date of a *WaterMark Licence*, issued by an *Approved Certifier* to an *Approved User*, shall not exceed 12 months.

8.10.5 *WaterMark Licences* shall be automatically renewed every 12 months following *product conformity surveillance* conducted by the relevant *Approved Certifier*, unless the *WMCC* or *WaterMark Licence* is relinquished, cancelled or suspended (refer paragraphs 8.8 and 8.13).

8.11 WaterMark Licence Numbering

8.11.1 The *Administering Body* shall issue a unique block of licence numbers to *Approved Certifiers* for issuance to *Approved Users*.

8.11.2 The *Approved User* is permitted to retain their allocated *WaterMark Licence* number provided the *Approved User* has been granted and maintains a right to a *WaterMark Licence* under an *Approved User Agreement* with an *Approved Certifier* within the *Scheme*.

8.11.3 In the event the *Approved User* changes their *Approved Certifier* and retains their *WaterMark Licence* number, the original *Approved Certifier* shall no longer be permitted to use or reallocate the *WaterMark Licence* reference number to a new *Approved User*.

8.11.4 In accordance with the *Approved User Agreement* (refer Appendix 2) the *Approved Certifier* grants the *Approved User* a *WaterMark Licence* for a set term. The maximum term for all *WaterMark Licences* is 12 months in accordance with the *Approved Certifier Agreement* and *Approved User Agreement*. The *WaterMark Licence* term is to be detailed on the *WMPD*.

8.11.5 Once issued, the expiry date of *WaterMark Licences* cannot be extended. Any new *products* added to the *WaterMark Licence* shall have a period of validity for the remainder of the existing *WaterMark Licence* term.

8.11.6 A *WaterMark Licence* may be renewed annually following completion of *product conformity surveillance*, including review of any reports or complaints about the *product*, the certification process and any change in the design, the material, manufacturing process or location, the currency of the individual licences of integral components, any amendment or change in the *applicable specification* or *product* certification process, and any substitution of integral components with individual licences.

8.11.7 Re-testing of the *product* should occur if an element detailed in 8.11.6 above has changed or if any element as detailed in the *applicable specification* has changed or at the decision of the *Approved Certifier* or on the advice of the *Administering Body*.

8.12 Transfer of WaterMark Licence

8.12.1 A request to transfer a *WaterMark Licence* from one *Approved User* to another shall be regarded as a new application and evaluated accordingly.

8.12.2 Where an *Approved User* wishes to transfer from one *Approved Certifier* to another, the *Approved User* may retain the existing *WMCC* number subject to agreement with the new *Approved Certifier*. The new *Approved Certifier* is to re-evaluate the *product* accordingly and establish a new *Approved User Agreement* (refer Appendix 2) with the *Approved User*.

8.13 Suspension or Cancellation of WaterMark Licence

8.13.1 The *Approved Certifier* shall inform the *Administering Body* of any *WaterMark Licence* suspension or cancellation, which may include *product* recall, within 7 days of suspension or cancellation.

8.13.2 An *Approved Certifier* has the power to suspend the use of the *WaterMark* by the *Approved User*. Suspension of certification is a temporary withholding of the right to use the instruments of the *Scheme*, pending resolution of issues that may lead to the withdrawal of the *WMCC*. Where a *WMCC* is suspended, the *Approved User* shall be notified in writing of the grounds for doing so.

A similar procedure shall apply for the lifting of a suspension.

Suspensions/withdrawals may be on a *product*, *WMCC*, site or company basis depending on the type of non-conformity.

8.13.3 An *Approved Certifier* may cancel or withdraw a *WMCC* and *WaterMark Licence* at any time:

- a) for breach of the *Rules*, this Manual, and procedures of the *Scheme*;
- b) for breach of the conditions of the *Approved User Agreement*;
- c) for failure to pay any fees, costs or charges payable under the *Approved User Agreement*;
- d) if the *Approved User* becomes bankrupt, applies to take the benefit of any law for the relief of bankrupt or insolvent debtors or makes any arrangement or composition with its creditors or if a company enters into liquidation (whether compulsory or voluntary, but not including voluntary liquidation for the purpose of reconstruction) or has a receiver appointed to its business;
- e) if an *Approved User* modifies a *product*, other than that permitted by the *Approved Certifier* by the granting of a change to the *WMCC*, therefore breaching the undertaking given at the time of certification and invalidating the *Approved User Agreement*; or
- f) if the *Approved User* fails to renew the certification within the required period after a change in the relevant *applicable specification*.

8.14 Record Keeping

8.14.1 The *Approved Certifier* shall retain written records associated with the certification process for at least the current and previous period of certification.

8.15 Non-conformance

8.15.1 The *Approved User* shall notify immediately the relevant issuing *Approved Certifier* of any issue that affects the *Approved Certifier's* certification decision. Where a breach of the conditions of the *WMCC* has been substantiated, the *Approved Certifier* may require the *Approved User* to undertake the following actions:

- a) For *products* in stock or in production - removal of the *WMCC* Number and *WaterMark* or rework to ensure compliance with the conditions of certification.
- b) For *products* already despatched - removal of the *WMCC* Number and *WaterMark* or recall of the *product* identified on the relevant *WMCC* and rework to ensure compliance with the conditions of certification.
- c) A public disclosure.

8.15.2 Where the breach has been substantiated the *Administering Body* may undertake a public disclosure.

Section 9 | WaterMark Scope of Use and Mark of Conformity

9.1 Introduction

9.1.1 *Products* complying fully with the applicable requirements of the *Scheme* are identifiable by the *Mark of Conformity*, which shall be displayed on the *product* upon the granting of a *WaterMark Licence*.

A *product* that is listed on the *WMPD* and is marked in accordance with the *Scheme* is recognised by authorities having jurisdiction as being certified and authorised for use in a *plumbing* or *drainage* installation.

Products used in Australia and supplied under the *Scheme* shall bear the *WaterMark* once they have been certified and granted a *WaterMark Licence* by the *Approved Certifier*. Applying the *WaterMark* to the *product* provides evidence that the *product* is:

- a) manufactured under a nationally recognised certification scheme and certified by an *Approved Certifier*;
- b) supplied and warranted by the *Approved User* as complying with the appropriate *applicable specification*; and
- c) easily recognised by regulators, tradespeople, distributors and retailers as being certified and authorised for use in a *plumbing* or *drainage* installation.

9.2 Ownership of the WaterMark (Mark of Conformity)

The *Scheme Owner* is the registered owner of the *WaterMark*.

9.3 WaterMark Scope of Use

9.3.1 In addition to the *WaterMark*, a *product* shall be provided with a *WaterMark Scope of Use*. A *product* displaying a *Mark of Conformity* but without the required *Scope of Use* is not an authorised *product*.

The *Scope of Use* shall be a statement by the *Approved User* specifying the intended use of the *product* (refer example at Figure A). The *Scope of Use* may include any limitations to the application of the *product* such as water pressure, water temperature or any other operating circumstances.

The statement shall be included with the *product* when sold and shall be clearly visible and comprehensible to the intending purchaser and user. The statement may be stamped onto the *product*, printed on the packaging or included as part of the installation instructions.

Where it is not possible to include this statement as outlined it may be permissible to include advice that the statement is available from a website.

In all cases, *Approved Users* shall submit a *Scope of Use* proposal to the *Approved Certifier* showing the form and manner in which the statement shall be applied to the *product*. The *product* licensing is not to conclude until the *Scope of Use* proposal has been documented and accepted.

Installation is subject to the requirements of the applicable regulatory authority, the National Construction Code Volume Three – Plumbing Code of Australia, associated reference standards as applicable at the time and AS/NZS #####.

For water supply, drain, waste and vent use only.

Suitable for indoor and outdoor use.

To install, tighten each metal band to 5.6Nm torque.

Test before concealing.

Elastomeric material: ePVC.

Max Temp:	Continuous:	30°C
	Intermediate:	60°C < 100 hours within 49 years

Operating Pressure: 10 bar

Max Velocity: 0.7 m/s

All heating installation shall only use demineralised or treated water as the transfer fluid.

High toxicity or abrasive cleaners are not to be used.

Figure A – Example of Scope of Use

9.4 Issue of Mark of Conformity

- 9.4.1 The *Approved User* is responsible for the correct use of the *WaterMark* and *WMCC* reference number on *products* listed in the *WMCC*.

Any alleged misuse or misrepresentation of the *WaterMark* and *WMCC* reference number should be immediately reported to the *Administering Body*.

9.5 Use of Mark of Conformity

- 9.5.1 The *Approved Certifier* shall ensure that a *product* that has been accorded a *WaterMark* is appropriately marked. The *WaterMark* shall be applied to the *product* prior to despatch from the manufacturing site or on arrival at the *manufacturer's* agent or distributor's Australian warehouse.
- 9.5.2 In exceptional cases where the *product* is too small to receive a *WaterMark*, *Approved Users* may make application for an exemption to display the *WaterMark*. The *Approved Certifier* shall make application for exemption to the *Administering Body*.
- 9.5.3 Use of the *WaterMark* is not limited to goods manufactured in Australia and, subject to the *Scheme Rules*, it may be used on goods that are manufactured outside Australia.
- 9.5.4 *Approved Certifiers* may use the *WaterMark* on the *WMCC*, and in promotional material referencing participation in the *Scheme* and scope of *accreditation*.

- 9.5.5 The *Accreditation Body* may use the *WaterMark* in promotional material referencing participation in the *Scheme* and on *Approved User accreditation* documentation.
- 9.5.6 The *Scheme Owner* and the *Administering Body* may use the *WaterMark* in *Scheme* documentation, promotional material referencing the *Scheme* and on *applicable specifications*.

9.6 Acceptable Format

- 9.6.1 The application of a *WaterMark* on a *plumbing and drainage product* is a requirement under the *PCA*. For most applications, the shape and styles of the *WaterMark* are shown in Figure B below.

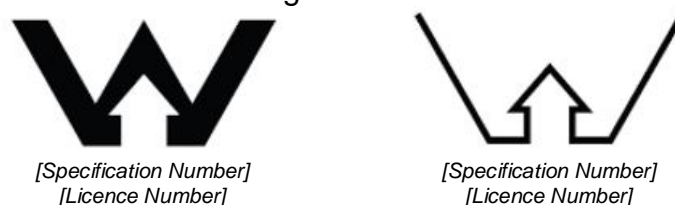


Figure B – Normal and special presentations

- 9.6.2 When applying for *product* certification, it is important to resolve the issue of *product* marking at an early stage. To change marking requirements at a late stage in *product* development could entail additional cost. Planning allows for time to evaluate the best method of incorporating the *WaterMark* on the *product*.

Techniques such as moulding, casting, etching, ink printing, embossing, labelling, painting, stamping, or laser printing, should be considered to produce the desired effect.

Marks of Conformity shall be durable, or incorporated in such a way as to reveal clear evidence of tampering.

When applied, the *WaterMark* shall be clearly visible and legible. In addition to the *Mark of Conformity*, any other marking called up by the *applicable specification* must be included.

- 9.6.3 In addition to paragraphs 9.6.1 and 9.6.2 above, *products* shall have appropriate marking applied for traceability, identification of a licensed *product* by installers and other markings relevant to the correct installation and operation of the *product*.

Markings to be placed on *products* or packaging shall, as a minimum, include the following:

- Approved User's* name, brand or trademark;
- WaterMark*;
- Licence number;
- Batch identification (as required by the *applicable specification*);

- e) Number of the *applicable specification*, e.g. WMTS XXX or AS XXXX; and
- f) Other markings relevant to the correct installation and safe operation of the *product*, e.g. witness marks, use-by dates, direction of flow, and direction of opening/closing.

9.6.4 In certain cases with *plumbing* and *drainage products*, space is at a premium and a modified version of the *WaterMark* may need to be considered as shown on the right in Figure B.

In a limited number of cases, it is impossible to apply the *WaterMark* directly to the *product* (for example solder and fluxes). In these instances, *product* packaging shall bear the appropriate *WaterMark*.

9.6.5 Due to the complexity of *products*, there are many different ways of positioning the *WaterMark* on *products* (see Figure C below). Wherever possible, the *Approved Certifier* shall provide guidance and consider any proposals put forward.

Some of the main criteria in positioning the *WaterMarks* are as follows:

- a) The *WaterMark* shall be clearly visible on the finished *product* to indicate the *product* is certified.
- b) The position of the *WaterMark* shall clearly indicate the *applicable specification* to which the *product* is certified.
- c) Where components are combined, the *WaterMark* shall be positioned to clearly indicate that the complete assembly is certified.
- d) Marked components must not be incorporated or combined in such a manner as to misrepresent certification of another *product*.

9.6.6 In all cases, *Approved Users* shall submit a marking proposal to the *Approved Certifier* showing the form and manner in which the *WaterMark* is to be used. Licensing / certification cannot take place until the marking proposal has been accepted.

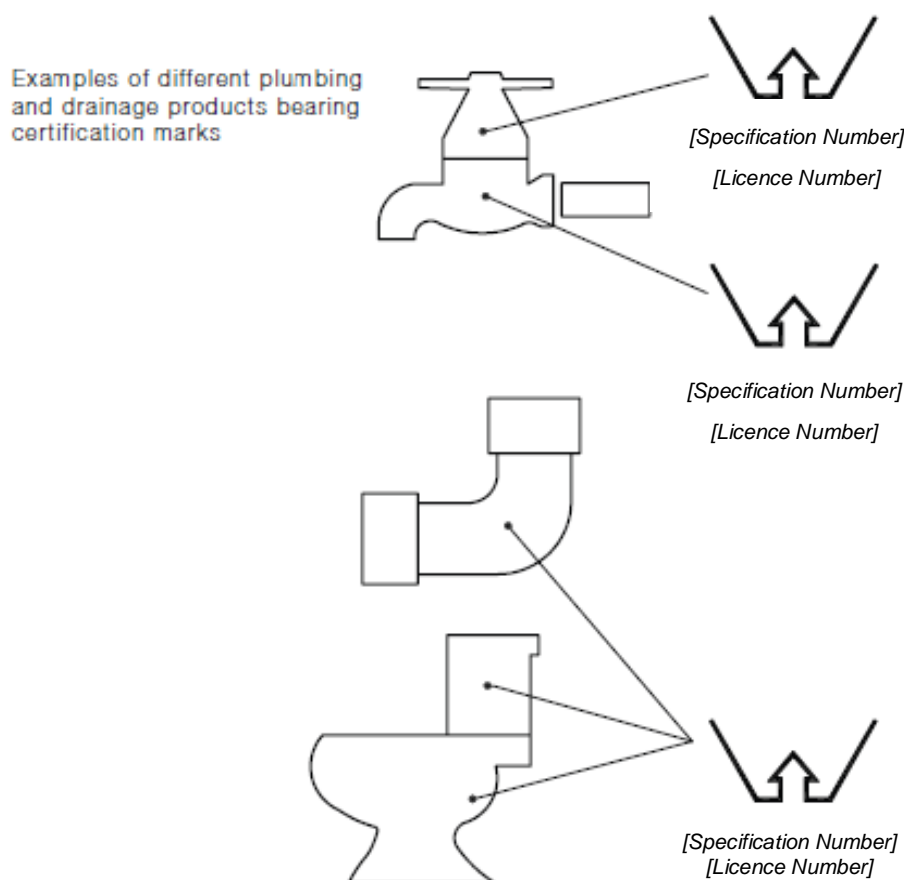


Figure C – Illustrations of WaterMark positions

9.7 Limitations for Use

- 9.7.1 The *WaterMark* shall only be shown on or be associated with a *product* that has been duly certified and where the *Approved User* has been appropriately licensed.
- 9.7.2 The *WaterMark* shall only be used in communication media, such as documents, brochures and advertising that is specific to the *certified product*. When more than one *product* is featured, the *WaterMark* shall only be used in association with the *certified product*.
- 9.7.3 *WMCC* holders shall not use the *product's* certification in such a manner as to bring the *Scheme Owner*, the *Administering Body*, the *Accreditation Body*, or an *Approved Certifier* into disrepute or make any statements regarding *product* certification which may be considered misleading or unauthorised.
- 9.7.4 Upon suspension or withdrawal of a *WMCC*, the use of advertising material that contains any reference to the *WaterMark* shall discontinue immediately.

- 9.7.5 In making reference to a *WMCC* in communication media, such as documents, brochures and advertising, it is the *WMCC* holder's responsibility to ensure compliance with the requirements of the *Approved Certifier* and the *Scheme Rules*.

9.8 Misuse of Mark of Conformity

- 9.8.1 An *Approved User* shall not apply the *WaterMark* on *products*, and/or related communication media, that do not comply with *applicable specifications* and shall not apply the *WaterMark* in a way that might be misleading or deceptive.
- 9.8.2 An *Approved User* shall not at any time during or after the term of an *Approved User Agreement*:
- a) register or attempt to register or use as a trade mark any of the *WaterMarks* or any device or word substantially identical with or deceptively or confusingly similar to any of the *WaterMarks*; or
 - b) oppose or contest the validity of any application for registration or registration of the *WaterMarks* by the *Scheme Owner* or any of its *Related Bodies Corporate*.
- 9.8.3 An *Approved Certifier* shall not, and shall ensure that each of its *Approved Users* do not, at any time during or after the term of an *Approved User Agreement*:
- a) register or attempt to register or use as a trade mark any of the *WaterMarks* or any device or word substantially identical with or deceptively or confusingly similar to any of the *WaterMarks*; or
 - b) oppose or contest the validity of any application for registration or registration of the *WaterMarks* by the *Scheme Owner* or any of its *Related Bodies Corporate*.
- 9.8.4 Misuse of the *WaterMark* and *WMCC* reference number under the *Scheme*, including but not limited to misleading use of certificates or the *WaterMark* in documents, brochures and advertising, may result in suspension or termination of certification.

9.9 Dispensation

- 9.9.1 Upon the granting of a *WMCC* no dispensation shall be offered to *Approved Users* from identifying the *Mark of Conformity* with *products* complying fully with the applicable requirements of the *Scheme*.

Section 10 | WaterMark Product Database

10.1 Introduction

10.1.1 The *WMPD* is located on the website of the *Administering Body* at www.abcb.gov.au.

10.1.2 *Plumbing and drainage products* complying fully with the applicable requirements of the *Scheme* are eligible to be certified by an *Approved Certifier* and listed on the *WMPD*.

A *product* that is listed on the *WMPD* and is marked in accordance with the *Scheme* is recognised by authorities having jurisdiction as being authorised for use in a *plumbing* or *drainage* installation.

The *WMPD* enables *WMCC* and *product* searches by manually entered parameters including *WaterMark Licence* number, model name, model identification or *applicable specification*. The search parameters can also be filtered by *product category*, *applicable specification* or *product* brand name.

10.2 Process

10.2.1 An *Approved Certifier* is to upload individual *WaterMark Licence* details to the *WMPD*, using the .XLS template provided by the *Administering Body* via the *WMPD*, no later than 7 days after granting a *WaterMark Licence*.

10.2.2 In accordance with paragraph 8.10.1, details of *WaterMark Licences* are to be uploaded to the *WMPD* through the portal provided separately by the *Administering Body*. The *Administering Body*, through the *WMPD*, shall notify the *Approved Certifier* once the *WaterMark Licence* detail is processed and will advise of the success or failure of the upload.

10.2.3 Only new or revised *WaterMark Licence* details shall be uploaded onto the database.

10.2.4 Each *WaterMark Licence* is allocated an expiry date. If the *WaterMark Licence* is not renewed by the expiry date the status will automatically be updated to “overdue” on the *WMPD* and the “active” products that correspond to the *WaterMark Licence* will also become “overdue”. After expiry, the *WaterMark Licence* and corresponding product records will continue to be displayed on the *WMPD* for a pre-defined period (currently 90 days) after which the *WMPD* will automatically change the status to “terminated” and the *WaterMark Licence* will not be visible on the *WMPD* and *WaterMark Licence* number can not be re-issued.

Section 11 | Audits, Complaints, Appeals, Breaches and Corrective Action

11.1 Audit

11.1.1 Audit of Approved Certifier

In accordance with the *Approved Certifier Agreement* (refer Appendix 2) and on behalf of the *Scheme Owner*, the *Administering Body* has the power to audit and inspect the premises of the *Approved Certifier* to ensure that the *Approved Certifier* is complying and is able to continue complying with its obligations under the agreement, particularly in relation to the procedures of the *Approved Certifier* in granting licences to use the *WaterMark* under the *Scheme*. Details of the audit process are as follows:

- a) No more than once a year (unless an audit or inspection is necessary to maintain the integrity, validity or *Scheme Owner's* ownership of the *WaterMarks*), the *Administering Body* may audit the records of the *Approved Certifier* (including taking copies of the relevant parts of those records) and inspect the premises of the *Approved Certifier* to ensure that the *Approved Certifier* is complying and is able to continue complying with its obligations under the *Approved Certifier Agreement*, by giving at least 7 days notice to the *Approved Certifier*.
- b) If requested by the *Approved Certifier*, the *Administering Body* shall procure a written undertaking from each person who is conducting the audit or inspection on its behalf, that they shall only use the information obtained in the course of the audit or inspection for the purposes of the audit or inspection and that they shall maintain the confidentiality of such information, unless the information is public knowledge (otherwise than as a result of a breach of this clause by the person) or required to be disclosed by law. The *Approved Certifier* may not make such a request if the *Accreditation Body* is conducting the audit or inspection.
- c) The *Approved Certifier* shall:
 - (i) make all relevant information available for such an audit;
 - (ii) authorise the *Administering Body* (and its representatives) to inspect the *Approved Certifier's* premises; and
 - (iii) co-operate fully with the *Administering Body*.
- d) The cost of the annual audit shall be borne by the *Scheme Owner*. However, if the audit reveals:
 - (i) any area of concern for the *Administering Body's* auditor such that further investigations are deemed necessary in the *Administering Body's* reasonable opinion ("Valid Concern"), the costs of such further investigations shall be borne by the *Approved Certifier*, or

- (ii) that the *Approved Certifier* has underpaid *WaterMark Licence* fees, the *Approved Certifier* shall immediately pay to the *Scheme Owner* the amount of the underpayment in accordance with the *Approved Certifier Agreement* and if the total amount of underpayment for the period of the audit is more than \$1000, the costs of the audit shall be borne by the *Approved Certifier*.
- e) If any additional audits are required in a year, the costs of the additional audit shall be borne by the *Scheme Owner* unless the results of the audit reveal any Valid Concern, in which case the costs of the additional audit and any further investigation of the Valid Concern shall be borne by the *Approved Certifier*.
- f) Where possible, such audits shall be conducted during normal business hours and with minimal disruption to the business and operations of the *Approved Certifier*.

11.2 Complaints

11.2.1 Complaints relating to the actions or decisions of an *Approved Certifier* shall be submitted in the first instance to the *Approved Certifier*. If the complainant or appellant is not satisfied with the outcome they may then complain or appeal to the *Accreditation Body*.

11.2.2 Approved Certifier Own Processes

The *Approved Certifier* shall have its own review procedures for the settlement of disputes that does not involve the *Scheme Owner* or the *Administering Body* or any person that may be stipulated by the *Scheme Owner* from time to time ("Processes"). These review procedures shall be provided to the *Scheme Owner* or the *Administering Body* on request and the *Approved Certifier* shall make such amendments to these processes as may be reasonably requested in writing by the *Scheme Owner* or the *Administering Body* (refer clause 4.3 of the *Approved Certifier Agreement*).

11.2.3 All other complaints in relation to the operation of the *Scheme* shall be submitted in the first instance to the *Administering Body*. The *Administering Body* shall acknowledge complaints promptly and determine the stakeholder(s) responsible for providing a response.

11.2.4 The *Administering Body* shall document any reports it receives from industry and other parties of non-conforming WaterMark certified *products* or advertising and shall pass these details on to the relevant *Approved Certifier* with a copy to the *Accreditation Body*. Where there is no relevant *Approved Certifier*, the reports shall be forwarded to the *Scheme Owner* for review.

11.2.5 The *Administering Body* and the *Accreditation Body* shall follow their established protocol for managing complaints if either party receives a complaint from:

- a) an *Approved Certifier*;
- b) a client of an *Approved Certifier*; or
- c) a consumer or user of *WaterMark certified products*.

11.3 Appeals

11.3.1 Appeals against an *Approved Certifier's* certification decisions by the applicant or *Approved User*, after it has exhausted all rights of review under the *Approved Certifier's* or, if applicable the *Accreditation Body's*, review procedures, shall be in accordance with the *Scheme Rules* (refer to Appendix 1, clause 6, Dispute Settlement).

11.3.2 Appeals against the *Accreditation Body* decisions to grant, maintain, suspend, withdraw or refuse to accredit *Approved Certifiers* under the *Scheme* shall be in accordance with the Accreditation Manual which can be provided by the *Accreditation Body* on request.

11.3.3 Appeals against the decisions of the *Administering Body*, after exhausting all rights of review under the *Administering Body's* review procedures, may be lodged with the *Scheme Owner*.

11.4 Breaches

11.4.1 Possible breaches of the *Scheme Rules* by an *Approved User* shall be assessed and managed, including managing any necessary remediation, by the relevant *Approved Certifier* in accordance with the *Scheme Rules* and their *Approved Certifier Agreement*.

11.4.2 Possible breaches of the *Scheme Rules* by an *Approved Certifier* shall be assessed and managed, including managing any necessary remediation, by the *Accreditation Body*.

11.4.3 The *Scheme Owner* or the *Approved Certifier* may terminate their agreement with each other if:

- a) the other party breaches any provision of their agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- b) the other party breaches a material provision of their agreement where that breach is not capable of remedy; or
- c) an insolvency event happens to the other party (refer clause 9.1 of the *Approved Certifier Agreement*).

11.4.4 The *Approved Certifier* may terminate its agreement with an *Approved User* immediately by giving notice to the *Approved User* if the *Approved User* breaches any of the provisions of the agreement and, if the breach is capable of remedy, fails to remedy the breach within 15 days after receiving notice from the *Approved Certifier* requiring it to do so (refer clause 6(c) of the *Approved User Agreement*).

11.5 Corrective Action

11.5.1 Approved Certifier Own Processes

The *Approved Certifier* shall have its own policy that deals with the non-conformity and/or recall of *products* on which a *WaterMark* has been applied by its *Approved User* ("Processes"). This policy shall be in accordance with clauses 11.5.2 and 11.5.3 below and shall be provided to the *Scheme Owner* or the *Administering Body* on request and the *Approved Certifier* shall make such amendments to these processes as may be reasonably requested in writing by the *Scheme Owner* or the *Administering Body* (refer clause 4.3 of the *Approved Certifier Agreement*).

11.5.2 Non-conformity with any aspects of certification shall be dealt with formally and shall be the subject of a Corrective Action Request (CAR)².

The *Approved Certifier* shall notify the *WMCC* holder, requiring the appropriate action to be taken from the following options:

- a) Critical non-conformity – where the potential impact warrants immediate corrective action:
A CAR is to be raised requiring immediate corrective action to be taken. The *Administering Body* is to be notified within 7 days. Further *products* shall not be produced until the CAR is closed. Critical non-conformity shall require verification of effective implementation of corrective action. If the CAR is not closed out by the agreed date, the *Approved Certifier* shall immediately suspend or withdraw the *WMCC*.
- b) Major non-conformity – where the potential impact is likely to compromise compliance if no remedial action is taken to correct the non-conformity:
A CAR is to be raised and a close out date set in consultation with the *Administering Body*. Major non-conformity shall require verification of effective implementation of corrective action. If the CAR is not closed out by the agreed date, the *Approved Certifier* shall determine that the non-conformity is now a critical non-conformity and take appropriate action.

² Individual *Approved Certifiers* may use a different name, such as "Improvement Request", if they so choose, but the intent shall be the same and expressed unambiguously.

- c) Minor non-conformity – where the potential impact of the non-conformity is not likely to compromise compliance:

A CAR is to be raised and a suitable closeout date agreed with the WMCC holder. The close out date should reflect the potential impact of the non-conformity and its ease of rectification. Close out shall normally be at the next surveillance evaluation.

11.5.3 If a minor CAR is not closed out by the agreed date, the *Approved Certifier* shall review the reasons for non-closure with the WMCC holder and depending on the nature of the non-conformity and its potential to affect compliance, shall take one of the following actions:

- a) determine that a minor non-conformity still exists, cancel the existing CAR and raise a new CAR with a new close out date agreed with the WMCC holder, reporting the action in the evaluation report; or
- b) determine that the non-conformity is now a major or critical non-conformity and raise a CAR with a close out date as required for major or critical non-conformity.

Appendix 1 | Rules for the WaterMark Certification Scheme

RULES FOR THE WATERMARK CERTIFICATION SCHEME**1. INTRODUCTION**

- (a) The WaterMark is a certification trade mark owned by the Commonwealth of Australia acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory (**Scheme Owner**).
- (b) On behalf of the Scheme Owner, pursuant to an intergovernmental agreement between the participating governments as amended from time to time, the Australian Building Codes Board (**ABCB**) has responsibility for the management and oversight of the WaterMark Certification Scheme.
- (c) The WaterMark is used in relation to water supply, sewerage, plumbing and drainage goods ("**Plumbing Products**" or "**Products**"). The National Construction Code Volume Three requires certain Products to be certified and authorised for use in a plumbing or drainage installation. These Products are certified and authorised for use through the WaterMark Certification Scheme, as set out in these Rules for the WaterMark Certification Scheme ("**Rules**"), and can be identified by the application of the WaterMark on the Product. The WaterMark Certification Scheme is a mandatory national scheme to ensure plumbing products are fit for purpose.
- (d) Use of the WaterMark is not limited to goods manufactured in Australia. Subject to these Rules, it may be used on goods that are manufactured both in and outside Australia.
- (e) The Scheme Owner does not grant licences for the use of the WaterMark directly to users (including manufacturers) of the WaterMark (each an "**Approved User**"). Instead, it enters into an agreement ("**Approved Certifier Agreement**") with certifiers who have been approved by the Scheme Owner (an "**Approved Certifier**") and grants them the right to enter into licence agreements directly with Approved Users for the use of the WaterMark in accordance with the terms of the Approved Certifier Agreement (which also sets out minimum terms that must be included in the agreement between Approved Certifiers and Approved Users ("**Approved User Agreement**") and these Rules.

2. APPLICABLE SPECIFICATIONS

- (a) "**Applicable Specifications**" means those documents (including standards, industry schemes and codes) that contain specifications and requirements for Plumbing Products that the Scheme Owner allows certified compliance with, which are to be signified by use of the WaterMark. These include the Plumbing Code of Australia, Manual for the WaterMark Certification Scheme (which contain the Procedures for Certification of Plumbing and Drainage Products, Protocol for Developing Product Specifications and the Protocol for the Assessment of Risks of Plumbing Products) and product specifications listed on the WaterMark Schedule of Products.
- (b) Applicable Specifications will be made available for public inspection during business hours at the ABCB Office and by each of the Approved Certifiers of the WaterMark, on request.

3. APPROVED CERTIFIERS

- (a) The Scheme Owner will approve certifiers and grant Approved Certifiers the right to grant licences for the use of the WaterMark if satisfied that the certifier:
 - (i) is capable of granting licences for the use of the WaterMark and ensuring that the WaterMark is used by Approved Users in accordance with these Rules, the terms of the Approved User Agreement and any reasonable directions that may be given by the Scheme Owner in relation to the WaterMark from time to time;
 - (ii) is able to pay all fees to the Scheme Owner by the due dates;
 - (iii) has, and will maintain, accreditation for the certification of Plumbing Products with the Joint Accreditation System of Australia and New Zealand ("JAS-ANZ") or an accreditation body that has a mutual recognition arrangement, or other agreement with JAS-ANZ; and
 - (iv) will enter into and comply with the terms of the Approved Certifier Agreement and these Rules.
- (b) All Approved Certifiers must enter into and comply with an Approved Certifier Agreement with the Scheme Owner.
- (c) The Scheme Owner will keep and maintain a list of all Approved Certifiers of the WaterMark. The Scheme Owner will provide details of Approved Certifiers of the WaterMark on request or make a list of all Approved Certifiers of the WaterMark available for public inspection during business hours at the ABCB Office.

4. APPROVED USERS

- (a) Any person who wishes to be an Approved User of the WaterMark may apply to an Approved Certifier of the WaterMark, in accordance with the procedures of the Approved Certifier.
- (b) An Approved Certifier will grant an applicant the right to use the WaterMark if it is satisfied that the applicant:
 - (i) is capable, in relation to Plumbing Products in connection with which use of the WaterMark is sought, of providing such Products certified as complying with Applicable Specifications;
 - (ii) is able to pay all fees to the Approved Certifier by the due dates; and
 - (iii) will enter into, and comply with the terms of, the Approved User Agreement and these Rules.
- (c) All Approved Users must enter into and comply with an Approved User Agreement with an Approved Certifier.

Appendix 1 - Manual for the WaterMark Certification Scheme

- (d) Each Approved Certifier must keep and maintain a list of all current users approved by the Approved Certifier, any identification number of the Approved User and details of licensed Plumbing Products, and make this list available for public inspection during business hours at the office of the Approved Certifier, on request.
- (e) The WaterMark must be displayed together with information, including a licence or reference number, that will enable the Scheme Owner to determine the identity of the Approved User who applied the WaterMark.

5. CONDITIONS OF USE

- (a) As noted above, the WaterMark is important and the Scheme Owner is committed to safeguarding the integrity, validity and its ownership of the WaterMark. The Scheme Owner is not a user of the WaterMark and does not intend to use the WaterMark on Plumbing Products.
- (b) It would be contrary to the public interest and to the interests of the Scheme Owner, Approved Certifiers and Approved Users if licensing of the WaterMark by Approved Certifiers and use by Approved Users put at risk the integrity, validity and the Scheme Owner's ownership of the WaterMark.
- (c) The Scheme Owner may, for the purpose only of maintaining the integrity, validity or its ownership of the WaterMark, by written notification, public notice or otherwise, direct any Approved Certifier or Approved User (or all, or any group, of them) as to the manner of licensing or use of the WaterMark. Approved Certifiers and Approved Users must comply with any directions given to them within the time period specified in those directions.

6. DISPUTE SETTLEMENT

- (a) If an applicant or Approved User is dissatisfied with a decision of an Approved Certifier to refuse to certify Products or to refuse to allow the use of the WaterMark, the applicant or Approved User may request a reconsideration of the decision in accordance with the review procedures of the Approved Certifier.
- (b) If an applicant or Approved User is dissatisfied with the reconsideration decision of the Approved Certifier, the applicant or Approved User may, after the applicant or Approved User has exhausted all rights of review under the Approved Certifier's (or the applicable JAS-ANZ's) review procedures, appeal the decision of the Approved Certifier to the Scheme Owner.
- (c) The Scheme Owner will publish the procedure for such appeals from time to time on the ABCB website (www.abcb.gov.au). The procedure will allow a reasonable time for parties to provide relevant information and documents and to respond to material the Scheme Owner may take into account, to inform itself about the issues by any means including commissioning tests or reports and for the Scheme Owner to notify the parties of its decision in writing. The parties must comply with the Scheme Owner's decision.

7. NOTICES

- (a) Any notice or other communication to be given under these Rules (other than a public notice) must be given in writing and is deemed to be effected:
- if delivered by hand – upon delivery to the relevant address.
 - if sent by post – upon delivery to the relevant address; and
 - if transmitted electronically – upon actual receipt by the addressee.
- (b) Any public notice must be given by publication on the ABCB website (www.abcb.gov.au) or in The Australian or any other national newspaper.

8. MISCELLANEOUS

- (a) All information provided by any applicants, Approved Users or Approved Certifiers of the WaterMark may be disclosed to the Scheme Owner, whether that information is of a confidential nature or otherwise, and such information may be used or disclosed by the Scheme Owner if the use or disclosure is necessary to comply with the law or to maintain the integrity, validity or the Scheme Owner's ownership of the WaterMark.
- (b) All rights granted to Approved Certifiers or Approved Users in relation to the WaterMark are non-exclusive and non-transferable.
- (c) The Scheme Owner may amend these Rules from time to time provided the amended Rules are not materially inconsistent with these Rules.

Date approved: 7 June 2017

Appendix 2 | Approved Certifier Agreement and Approved User Agreement

APPROVED CERTIFIER AGREEMENT FOR THE WATERMARK CERTIFICATION SCHEME

PARTIES

Name Commonwealth of Australia, acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory

Short form name **Scheme Owner**
ABN 74 599 608 295

Notice details Address: GPO Box 2013, Canberra ACT 2601
Email:
Attention:

AND

Name

Short form name **Approved Certifier**
ABN/ARBN:

Notice details Address:
Email:
Attention:

BACKGROUND

- A The Scheme Owner is the owner of the WaterMarks.
- B The Approved Certifier wishes to be able to grant to users, whose products have been certified by the Approved Certifier as complying with the Applicable Specifications, a licence to use the WaterMarks.
- C The Scheme Owner agrees to grant the Approved Certifier the right to licence the WaterMarks, on the terms of this agreement.

AGREED TERMS

1. DEFINED TERMS & INTERPRETATION

1.1 Defined terms

- In this agreement (including its Schedules):
- (a) **Applicable Specifications** means those documents (including standards, industry schemes and codes) that contain specifications and requirements for Plumbing Products that the Scheme Owner allows certified compliance with, which are to be signified by use

of the WaterMark. These include the Plumbing Code of Australia, Manual for the WaterMark Certification Scheme (which contain the Procedures for Certification of Plumbing and Drainage Products, Protocol for Developing Product Specifications and the Protocol for the Assessment of Risks of Plumbing Products) and product specifications listed on the WaterMark Schedule of Products.

Approved User means a person who has been granted a licence to use the WaterMark by the Approved Certifier in accordance with the terms of this agreement and the Rules.

Approved User Agreement means the agreement in Schedule 3.

Claim means a claim, demand, suit, action or proceeding by a third party.

Commencement Date means the date of execution of this agreement by the parties.

Damages means liabilities, expenses, losses, damages and costs (including legal costs on a full indemnity basis) and whether incurred by or awarded against a party.

Insolvency Event occurs if a receiver, liquidator, provisional liquidator or administrator is appointed to a party's undertakings or assets or that party enters into any arrangement with its creditors.

JAS-ANZ means the Joint Accreditation System of Australia and New Zealand or an accreditation body that has either a mutual recognition arrangement or other agreement with the Joint Accreditation System of Australia and New Zealand.

Plumbing Products mean the water supply, sewerage, plumbing or drainage products in connection with which the Approved Certifier has been approved to grant licences for the use of the WaterMark, as specified in Schedule 1.

Processes has the meaning set out in clause 4.3.

Related Body Corporate has the meaning given to it by sections 9 and 50 of the *Corporations Act 2001* (Cth).

Rules means each or all of the rules lodged with the Registrar of Trade Marks for each or all of the WaterMarks, as the context may be.

Term means the term of this agreement as set out in clause 2.

WaterMark(s) means the certification trade mark(s) listed in Schedule 1 and licensed to the Approved Certifier under this agreement. These certification trade mark(s) are marked with a "Yes" in the last column of the tables in Schedule 1.

1.2 Interpretation

In this agreement, except where the context otherwise requires:

- (a) a reference to a document or instrument includes the document or instrument as novated, altered, supplemented or replaced from time to time;
- (b) a reference to **A\$, \$A, dollar** or **\$** is to Australian currency;
- (c) a reference to a party is to a party to this agreement, and includes the party's executors, administrators, successors and permitted assigns and substitutes;
- (d) a reference to a person includes a natural person, partnership, body corporate, association, governmental or local authority or agency or other entity;
- (e) the meaning of general words is not limited by specific examples introduced by **including, for example** or similar expressions;

- (f) any agreement, representation, warranty or indemnity by (or in favour of) two or more parties, including where two or more persons are included in the same defined term, binds (or is for the benefit of) them jointly and severally;
- (g) a rule of construction does not apply to the disadvantage of a party because the party was responsible for the preparation of this agreement or any part of it; and
- (h) headings are for ease of reference only and do not affect interpretation.

2. TERM

- (a) This agreement will start on the Commencement Date and continue for a period of one (1) year unless terminated or extended in accordance with its terms (**Initial Term**).
- (b) Unless a party terminates this agreement by giving at least 30 days written notice prior to the expiration of the Initial Term or any anniversary of that date, this agreement will automatically continue for further periods of 12 months commencing on the expiration of the Initial Term or each anniversary of that date.

3. GRANT OF RIGHTS

3.1 Rights

In consideration of the payment by the Approved Certifier of the fees set out in clause 6 and the Approved Certifier's compliance with this agreement, the Scheme Owner grants to the Approved Certifier for the Term a non-transferable, non-exclusive right to grant licences to Approved Users to use the WaterMarks as a certification trade mark in Australia in connection with the Plumbing Products on the terms and conditions set out in this agreement.

3.2 The Scheme Owner remains the owner

- (a) The Approved Certifier acknowledges and agrees and must procure that each of its Approved Users acknowledges and agrees that the Scheme Owner is the owner of all rights, title and interest in the WaterMarks and the associated goodwill.
- (b) The Scheme Owner will have the sole right to institute any infringement proceedings in respect of the WaterMarks.

3.3 Protection of WaterMarks

The Approved Certifier must not and must ensure that each of its Approved Users do not at any time during or after the Term:

- (a) register or attempt to register or use as a trade mark any of the WaterMarks or any device or word substantially identical with or deceptively or confusingly similar to any of the WaterMarks; or
- (b) oppose or contest the validity of any application for registration or registration of the WaterMarks by the Scheme Owner or any of its Related Bodies Corporate.

4. APPROVED CERTIFIER'S OBLIGATIONS

4.1 Requirements of an Approved Certifier

The Approved Certifier must:

- (a) have and maintain accreditation for the certification of Plumbing Products with JAS-ANZ, throughout the Term;
- (b) pay the Scheme Owner all fees by the time stipulated in clause 6; and
- (c) comply with the Rules and any instructions, requirements, directions and specifications of the Scheme Owner from time to time where they apply to the Approved Certifier or the granting of licences for the use of the WaterMarks (including without limitation granting of access and compliance with the dispute settlement procedures set out in the Rules).

4.2 Granting licences

- (a) If a person applies to the Approved Certifier for a licence to use the WaterMark, the Approved Certifier will grant it a licence if it is satisfied that the applicant is capable of:
 - (i) in relation to Plumbing Products in connection with which use of the WaterMark is sought, providing such Plumbing Products certified as complying with Applicable Specifications;
 - (ii) complying with the terms of the Approved User Agreement; and
 - (iii) paying any fees for the licence of the WaterMarks by the due dates.
- (b) The Approved Certifier must enter into a written agreement with each Approved User that contains terms no less onerous than the Approved User Agreement and the Approved Certifier must ensure that the Approved User complies with all the terms of the Approved User Agreement.
- (c) If the Approved Certifier is no longer satisfied that an Approved User is capable of complying with the terms of the Approved User Agreement, the Approved Certifier must terminate its agreement with the Approved User.
- (d) The Approved Certifier may only grant licences to Approved Users in accordance with the rights granted to it under clause 3.1 of this agreement.

4.3 Own Processes

The Approved Certifier must have its own:

- (a) review procedures for the settlement of disputes that does not involve the Scheme Owner or any person that may be stipulated by the Scheme Owner from time to time;
- (b) procedures for product certification in accordance with the National Construction Code Volume Three and the Manual for the WaterMark Certification Scheme; and
- (c) policy that deals with the non-conformity and/or recall of Plumbing Products on which the WaterMark has been applied by its Approved User (collectively "**Processes**"),

which must be provided to the Scheme Owner on request and the Approved Certifier must make such amendments to these Processes as may be reasonably requested in writing by the Scheme Owner.

4.4 Keeping of records

The Approved Certifier must:

- (a) keep and maintain such lists as required by the Rules and provide the Scheme Owner with them as soon as possible, if so requested by the Scheme Owner;
- (b) maintain on the WaterMark Product Database, located on the ABCB website (www.abcb.gov.au), a list of Plumbing Products for which its Approved Users are using the WaterMark on;
- (c) keep and maintain accurate records and documents in relation to compliance with this agreement and its dealings with applicants and Approved Users of the WaterMark; and
- (d) keep and maintain accurate records and documents to establish the amounts owed to the Scheme Owner under this agreement.

4.5 Providing information and assistance to the Scheme Owner

The Approved Certifier must:

- (a) notify the Scheme Owner of any circumstances of which the Approved Certifier becomes aware which may constitute an infringement of the WaterMark, passing off or a contravention of the Rules or the *Competition and Consumer Act 2010* or corresponding legislation in relation to the WaterMarks;
- (b) act with reasonable diligence to comply with or respond to any matters reported to it by the Scheme Owner in relation to the WaterMark (including without limitation any matters in respect of its actions or the actions of its Approved Users and terminating its agreement with its Approved User if reasonably requested to do so by the Scheme Owner);
- (c) use its best endeavours to provide the Scheme Owner with any information or assistance that it may require on any matters in relation to the WaterMarks; and
- (d) co-operate with the Scheme Owner to maintain the integrity, validity and the Scheme Owner's ownership of the WaterMarks.

4.6 Audits and inspections

- (a) No more than once a year (unless an audit or inspection is necessary to maintain the integrity, validity or the Scheme Owner's ownership of the WaterMark), the Scheme Owner may audit the records of the Approved Certifier (including taking copies of the relevant parts of those records) and inspect the premises of the Approved Certifier to ensure that the Approved Certifier is complying and is able to continue complying with its obligations under this agreement, by giving at least 7 days notice to the Approved Certifier.
- (b) If requested by the Approved Certifier, the Scheme Owner will procure a written undertaking from each person who is conducting the audit or inspection on its behalf, that they will only use the information obtained in the course of the audit or inspection for the purposes of the audit or inspection and that they will maintain the confidentiality of such information, unless the information is public knowledge (otherwise than as a result of a breach of this clause by the person) or required to be disclosed by law. The Approved Certifier may not make such a request if JAS-ANZ is conducting the audit or inspection.

- (c) The Approved Certifier must:
 - (i) make all relevant information and personnel available for such an audit;
 - (ii) authorise the Scheme Owner (and its representatives) to inspect the Approved Certifier's premises; and
 - (iii) co-operate fully with the Scheme Owner.
- (d) The cost of an audit under clause 4.6(a) will be borne by the Scheme Owner. However, if the audit reveals:
 - (i) any area of concern for the Scheme Owner's auditor such that further investigations are deemed necessary in the Scheme Owner's reasonable opinion ("**Valid Concern**"), the costs of such further investigations will be borne by the Approved Certifier; or
 - (ii) that the Approved Certifier has underpaid the annual licence fees for any period, the Approved Certifier must immediately pay to the Scheme Owner the amount of the underpayment in accordance with clause 6.1(c) and if the total amount of underpayment for the period of the audit is more than \$1000, the costs of the audit will be borne by the Approved Certifier.
- (e) If any additional audits are required in a year, the costs of the additional audit will be borne by the Scheme Owner unless the results of the audit reveal any Valid Concern, in which case the costs of the additional audit and any further investigation of the Valid Concern will be borne by the Approved Certifier.
- (f) Where possible, such audits will be conducted during normal business hours and with minimal disruption to the business and operations of the Approved Certifier.

5. SCHEME OWNER'S OBLIGATIONS

The Scheme Owner must:

- (a) comply with the Rules to the extent that they relate to the Scheme Owner;
- (b) maintain the registrations of the WaterMarks; and
- (c) use its best endeavours to maintain the integrity, validity and its ownership of the WaterMarks.

6. PAYMENT TERMS

6.1 Fees

Subject to clause 6.2, the Approved Certifier must pay the Scheme Owner:

- (a) an initial application fee in accordance with clause 1(a) of Schedule 2;
- (b) an annual fee in accordance with clause 1(b) of Schedule 2;
- (c) an annual WaterMark licence fee in accordance with clause 1(c) of Schedule 2; and
- (d) such other fee as the Scheme Owner may stipulate in Schedule 2.

6.2 Increase

- (a) The Scheme Owner may increase the annual fee in clause 6.1(b), the annual WaterMark licence fee in clause 6.1(c) and/or such other fee in clause 6.1(d) on each anniversary of the Commencement Date by giving at least 45 days notice to the Approved Certifier.

7. INDEMNITY AND LIMITATION OF LIABILITY

7.1 Indemnity

- (a) The Approved Certifier indemnifies the Scheme Owner, its Related Bodies Corporate and their personnel against all Damages that they may suffer or incur as a result whether directly or indirectly of:
 - (i) a breach of any provision of this agreement by the Approved Certifier;
 - (ii) a negligent, wilful, reckless or unlawful act or omission of the Approved Certifier, or any of its personnel in connection with this agreement; and
 - (iii) a Claim by a third party arising from any act or omission of the Approved Certifier or any of its personnel in connection with this agreement, whether negligent or not (including any Claim for loss of or damage to any property or injury to or death of any person).
- (b) The indemnity in clause 7.1(a) will not apply to the extent that the Damages were caused directly by any act or omission by the person being indemnified that is:
 - (i) negligent, wilful, reckless or unlawful; or
 - (ii) that amounts to a breach of this agreement.

7.2 Limitation of liability

Except where to do so would contravene any law or make any part of this clause void, the Scheme Owner:

- (a) excludes liability to the Approved Certifier and any applicants to or Approved Users of the Approved Certifier for consequential or indirect loss or damage (including but not limited to, loss of opportunity, profits or revenue); and
- (b) limits its aggregate liability to the Approved Certifier and any applicants to or Approved Users of the Approved Certifier for Damages (whether arising in contract, under any law or in negligence) suffered or incurred by any of them in connection with this agreement to \$50,000.

8. CONFIDENTIALITY

- (a) Subject to clause 8(b), each party must keep the following information confidential and may only disclose it to the other party or persons who have a need to know (and only to the extent that each person needs to know) and who have agreed to keep the information confidential:
 - (i) all information on the identity of applicants who are not Approved Users and all information of a confidential nature in relation to applicants and Approved Users; and

- (ii) all information of the other party:
 - (A) disclosed (whether orally, in writing or in any form) by the other party to it; and
 - (B) treated by the other party as confidential,
(Confidential Information).
- (b) The obligation in clause 8(a) does not apply to the extent that the Confidential Information is:
 - (i) independently known or developed by the party;
 - (ii) public knowledge otherwise than as a result of a breach of clause 8(a); or
 - (iii) required to be disclosed or retained by law.

9. TERMINATION

9.1 Termination for cause

A party may terminate this agreement with immediate effect by giving notice to the other party if:

- (a) the other party breaches any provision of this agreement and fails to remedy the breach within 30 days after receiving notice requiring it to do so;
- (b) the other party breaches a material provision of this agreement where that breach is not capable of remedy; or
- (c) an Insolvency Event happens to the other party.

9.2 Termination at will

The Approved Certifier may terminate this agreement at any time by giving 30 days written notice to the Scheme Owner.

9.3 Accrued rights and remedies

Termination of this agreement under this clause 9 does not affect any accrued rights or remedies of either party.

9.4 Suspension of licence

If at any time during the Term, the Approved Certifier fails to maintain its accreditation with JAS-ANZ or has its JAS-ANZ accreditation suspended for any reason, the rights granted to it under this agreement will be automatically suspended until such time when the Approved Certifier obtains accreditation with JAS-ANZ again or has its suspension lifted. This clause does not affect:

- (a) either party's right to terminate the agreement in accordance with clauses 9.1 or 9.2, whether for a breach of clause 4.1(a) or otherwise; and
- (b) all licences that have been granted by the Approved Certifier to its Approved Users prior to the suspension.

10. CONSEQUENCES OF TERMINATION

On termination of this agreement, the rights granted to the Approved Certifier under this agreement terminates and:

- (a) the Approved Certifier must immediately:
 - (i) stop exercising the rights granted under this agreement;
 - (ii) stop representing that it has the rights granted under this agreement;
 - (iii) pay to the Scheme Owner all amounts due to the Scheme Owner under this agreement; and
 - (iv) stop using the Confidential Information of the Scheme Owner and, at the Scheme Owner's option:
 - (A) return to the Scheme Owner;
 - (B) destroy and certify in writing to the Scheme Owner the destruction of; or
 - (C) destroy and permit the Scheme Owner to witness the destruction of, all Confidential Information of the Scheme Owner that is in the Approved Certifier's possession or control; and
- (b) all licences granted by the Approved Certifier to its Approved Users will terminate and the Approved Certifier must immediately notify its Approved Users of the same and ensure that each Approved User immediately ceases to use the WaterMarks or any mark that is substantially identical with or deceptively or confusingly similar to the WaterMarks.

11. NOTICES

- (a) A party notifying or giving notice under this agreement must notify:
 - (i) in writing by mail or email;
 - (ii) addressed to the address of the recipient specified in this agreement or as altered by notice given in accordance with this clause; and
 - (iii) hand delivered or sent by pre-paid post to that address or sent by electronic transmission.
- (b) A notice given in accordance with clause 11(a) will be deemed to be effected:
 - (i) if delivered by hand – upon delivery to the relevant address;
 - (ii) if sent by post – upon delivery to the relevant address; and
 - (iii) if transmitted electronically – upon actual receipt by the addressee.

12. GENERAL

12.1 Stamp duty and taxes

The Approved Certifier must pay any stamp duty or taxes (including any goods and services tax) payable on this agreement and any document executed to give effect to any provision of this agreement.

12.2 Survival of terms

Clauses 3.2, 3.3, 4.5(c), 4.5(d), 7, 8 and any other clauses which by their nature are intended to survive termination will survive the termination of this agreement.

12.3 Further action

Each party must do or cause to be done all things necessary or desirable to give effect to, and must refrain from doing all things that would hinder the performance of, this agreement.

12.4 Assignment

The Approved Certifier must not assign or attempt to assign any right arising out of this agreement without written consent from the Scheme Owner.

12.5 Waiver

The failure of a party at any time to insist on performance of any obligation under this agreement of the other party is not a waiver of its right:

- (a) to insist on performance of, or claim damages or other remedy for breach of, that obligation unless that party acknowledges in writing that the failure is a waiver; and
- (b) at any other time to insist on performance of that or any other obligation of the other party under this agreement.

12.6 Severability

If part or all of any clause of this agreement is illegal or unenforceable:

- (a) it will be severed from this agreement and will not affect the continued operation of the remaining provisions of this agreement; and
- (b) the parties will attempt to replace that severed part with a legally acceptable alternative clause that meets the parties' commercial objectives.

12.7 Priority

In the event of any inconsistency between any term in this agreement, the Rules, Processes or any documents or terms that may be incorporated by specific reference in this agreement, the order of priority for the purposes of construction is:

- (a) the Rules;
- (b) the Manual for the WaterMark Certification Scheme;
- (c) the Approved Certifier Agreement;
- (d) the Approved User Agreement;
- (e) the Processes; and
- (f) any other document,

with the Rules having the highest priority and any other document having the lowest priority.

12.8 Governing law and jurisdiction

This agreement is governed by the laws of the Australian Capital Territory and the parties:

- (a) submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and courts of appeal from them; and
- (b) will not object to the exercise of jurisdiction by those courts on any basis.

12.9 Entire agreement and variation

This agreement (including its schedules):

- (a) constitutes the entire agreement between the parties as to its subject matter and supersedes all prior representations and agreements in connection with that subject matter; and
- (b) may only be amended in writing signed by both parties.

EXECUTED as an agreement.

Signed for and on behalf of the **Commonwealth of Australia, acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory** in the presence of

Signature of witness

Name of witness (print)

Signature of the General Manager of the ABCB Office

Name of the General Manager of the ABCB Office (print)

By a duly authorised officer of
the Approved Certifier
in the presence of

Signature of director

Name of director (print)

Signature of director/company secretary
(Please delete as applicable)

Name of director/company secretary (print)

Schedule 1 - Trade Marks



The following Australian certification trade mark registrations are depicted by the WaterMark above:

Number	Class	Plumbing Products	Licence granted under this agreement (Yes/No)
454762	6	Goods composed of common metals and their alloys used in the provision of water supply, sewerage or drainage.	
591319	11	Sanitary apparatus and installations.	
591320	20	Water pipe valves and fittings of plastic.	



The following Australian certification trade mark registration is depicted by the WaterMark above:

Number	Class	Plumbing Products	Licence granted under this agreement (Yes/No)
586567	11	Plumbing and drainage fixtures and fittings in this class.	

Schedule 2 - Fees

1. Approved Certifier Fees and Licence Fee

The Approved Certifier must pay the the Scheme Owner:

- a) an initial application fee of \$1,500 plus GST payable immediately on the Commencement Date; and
- b) an annual fee of \$10,000 plus GST in quarterly instalments of \$2,500 payable immediately on the Commencement Date and thereafter, payable quarterly in advance within 30 days of the end of each quarter of the year; and
- c) an annual licence fee of \$500 plus GST per WaterMark Licence granted to Approved Users to use the WaterMark. This fee is payable within 30 days of the end of each quarter of the year for all WaterMark Licences granted in that quarter.

Schedule 3 - Approved User Agreement for the use of the WaterMarks

APPROVED USER AGREEMENT FOR THE WATERMARK CERTIFICATION SCHEME

PARTIES

Name
Short form name **Approved Certifier**
ABN:

Notice details Address:
Email:
Attention:

AND

Name
Short form name **Approved User**
ABN/ARBN

Notice details Address:
Email:
Attention:

BACKGROUND

- A The Commonwealth of Australia, acting on behalf of the Commonwealth of Australia, the State of New South Wales, State of Queensland, State of Victoria, State of South Australia, State of Tasmania, State of Western Australia, the Australian Capital Territory and the Northern Territory ("**Scheme Owner**") is the owner of the WaterMark certification trade marks and has granted the Approved Certifier the right to grant licences for the use of the WaterMark.
- B The Approved User wishes to be able to use the WaterMark on certain water supply, sewerage, plumbing or draining products.
- C The Approved Certifier agrees to grant the Approved User a licence to use the WaterMark in accordance with the terms of this agreement.

AGREED TERMS

1. **DEFINED TERMS**

In this agreement (including its attachments):

Applicable Specifications means those documents (including standards, industry schemes and codes) that contain specifications and requirements for Plumbing Products that the Scheme Owner allows certified compliance with, which are to be signified by use of the WaterMark. These include the Plumbing Code of Australia, Manual for the WaterMark Certification Scheme (which contain the Procedures for Certification of Plumbing and Drainage Products, Protocol for Developing Product Specifications and the Protocol for the Assessment of Risks of Plumbing Products) and product specifications listed on the WaterMark Schedule of Products.

Commencement Date means the date of execution of this agreement by the parties.

Plumbing Products means the water supply, sewerage, plumbing or drainage products that the Approved User may apply the WaterMarks on, as set out in Attachment 1.

Related Body Corporate has the meaning given to it by sections 9 and 50 of the *Corporations Act 2001* (Cth).

Rules means each or all of the rules lodged with the Registrar of Trade Marks for each or all of the WaterMarks, as the context may be.

Term means the term of the agreement as set out in clause 3.

2. GRANT OF LICENCE

2.1 Licence

The Approved Certifier grants the Approved User a non-transferable, non-exclusive licence to use the WaterMark (as set out in Attachment 1) as a certification trade mark in Australia for the Term in connection with the Plumbing Products on the terms and conditions set out in this agreement and any other terms and conditions that may be stipulated by the Approved Certifier, provided they are not inconsistent with the terms and conditions set out in this agreement.

2.2 The Scheme Owner remains the owner

- (a) The Approved User acknowledges and agrees that the Scheme Owner is the owner of all rights, title and interest in the WaterMarks and the associated goodwill.
- (b) The Scheme Owner will have the sole right to institute any infringement proceedings in respect of the WaterMarks.

2.3 Protection of WaterMarks

The Approved User must not at any time during or after the Term:

- (a) register or attempt to register or use as a trade mark any of the WaterMarks or any device or word substantially identical with or deceptively or confusingly similar to any of the WaterMarks; or
- (b) oppose or contest the validity of any application for registration or registration of the WaterMarks by the Scheme Owner or any of its Related Bodies Corporate.

3. TERM

- (a) This agreement will start on the Commencement Date and continue for a period of one (1) year unless terminated or extended in accordance with its terms (**Initial Term**).

- (b) Unless a party terminates this agreement by giving at least 30 days written notice prior to the expiration of the Initial Term or any anniversary of that date, this agreement will automatically continue for further periods of 12 months commencing on the expiration of the Initial Term or each anniversary of that date.

4. APPROVED USER'S OBLIGATIONS

4.1 Compliance with Rules

The Approved User must comply with:

- (a) the terms of this agreement;
- (b) the Rules as they relate to an Approved User or the use of the WaterMarks (including ensuring that Plumbing Products comply with Applicable Specifications and compliance with the dispute settlement procedures set out in the Rules); and
- (c) any instructions, requirements, directions and specifications of the Scheme Owner or the Approved Certifier from time to time with respect to the use of the WaterMarks.

4.2 Conditions of use

The Approved User must:

- (a) only apply the WaterMark on Plumbing Products that comply with Applicable Specifications;
- (b) not apply the WaterMark in a way that might be misleading or deceptive;
- (c) if requested by the Approved Certifier or the Scheme Owner, promptly submit for inspection samples of the Plumbing Products and materials on which it has applied the WaterMark;
- (d) keep and maintain accurate records and documents to show that it is complying with its obligations under this agreement;
- (e) if requested by the Approved Certifier or the Scheme Owner, promptly grant them access to its premises and/or records and documents (including copies of the records and documents) to see if it is complying with its obligations in relation to the use of the WaterMarks;
- (f) provide all assistance and information as may be required by the Approved Certifier or the Scheme Owner in relation to the WaterMarks; and
- (g) make a declaration that the Plumbing Products comply with the relevant Applicable Specifications.

5. FEES AND PAYMENT TERMS

The Approved User must pay the Approved Certifier the fees in accordance with the payment terms, as set out in Attachment 2.

6. TERMINATION

- (a) This agreement automatically terminates when the agreement between the Scheme Owner and the Approved Certifier is terminated for any reason.
- (b) The Approved User may terminate this agreement by giving the Approved Certifier 30 days' written notice of its intention to do so.
- (c) The Approved Certifier may terminate this agreement immediately by giving notice to the Approved User if the Approved User breaches any of the provisions of this agreement and if the breach is capable of remedy, fails to remedy the breach within 15 days after receiving notice from the Approved Certifier requiring it to do so.

7. CONSEQUENCES OF TERMINATION

- (a) The Approved User must stop using the WaterMark on any Plumbing Products and stop representing itself as having any licence to use the WaterMark immediately once this agreement is terminated.
- (b) In the event that this agreement is terminated under clause 6(a), the Approved Certifier must repay the Approved User any unused portion of the fees paid by the Approved User under clause 5.

8. GOVERNING LAW AND JURISDICTION

This agreement is governed by the laws of the Australian Capital Territory and the parties:

- (a) submit to the non-exclusive jurisdiction of the courts of the Australian Capital Territory and courts of appeal from them; and
- (b) will not object to the exercise of jurisdiction by those courts on any basis.

EXECUTED as an agreement.

By a duly authorised officer of
the Approved Certifier
in the presence of

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

By a duly authorised officer of
the Approved User
in the presence of

Signature of director

Signature of director/company secretary
(Please delete as applicable)

Name of director (print)

Name of director/company secretary (print)

Attachment 1 - WaterMarks licensed to the Approved User

The following WaterMarks are licensed to the Approved

User:

1:



2:



Appendix 2 - Manual for the WaterMark Certification Scheme

Attachment 2 - Fees and payment terms

[Approved Certifier to insert the fees and payment terms]

Appendix 3 | Protocol for the Assessment of Risks of Plumbing Products



Protocol for the Assessment of Risks of Plumbing Products

Version 2016.1

2016

PREFACE

This Protocol for the Assessment of Risks of Plumbing Products (Protocol) was produced for those involved with *risk* identification, *risk* analysis and *risk* assessment methods within the scope of the *WaterMark Certification Scheme (Scheme)* for *products* intended for use in *plumbing* and *drainage* installations.

These *products* are certified and authorised for use through the application of the *Scheme* in accordance with the *Rules for the WaterMark Certification Scheme (Rules)* and Manual for the WaterMark Certification Scheme (Manual). For information about the role of risk assessment within the *Scheme* refer to Section 8 | Procedure for Certification in the Manual.

As part of a comprehensive review of the *Scheme*, a review of the appropriateness of the *risk* assessment process as embodied in SA MP78-1999 Protocol for the assessment of risks of plumbing products with respect to recognised *risk* assessment and management processes, the *risk* management objectives of the *Scheme* and the objectives of the National Construction Code (NCC), was carried out.

This Protocol was drafted as a result of the above review to:

1. align the objectives of the *risk* assessment with the revised objectives¹ of the *Scheme* and the objectives of the *Plumbing Code of Australia (PCA)* – Volume Three of the NCC;
2. change the criterion for establishing the level of control from consequence rating to *risk* rating to include likelihood in the methodology;
3. focus the *risk* assessment to aspects aligned with the objectives of the *PCA*; and
4. change the reporting format to enable the rationale for the *risk* rating to be recorded for future reference.

Words with special meanings are defined at section 1.4 and appear in *italics* throughout this document.

Terminology in this document

The words “shall” and “must” are to be construed as being mandatory.

The words “is to” and “are to” are to be construed as being directory.

The word “may” is to be construed as being discretionary or enabling, as the context requires.

The word “should” is to be construed as a recommendation.

¹ The revised objectives of the *Scheme*, as endorsed by the Building Ministers' Forum on 31 July 2015, are outlined below:

- (a) to provide a process to authorise materials and *products* to enable their use in *plumbing* and *drainage* installations in or around buildings; and
- (b) to ensure that *plumbing* and *drainage* materials and *products* are fit for the purpose for which they are intended and that their use in a *plumbing* and *drainage* installation throughout its serviceable life is suitable and does not create significant *risks* or any likely outcome of:
 - (i) personal illness, loss, injury or death
 - (ii) on-site environmental degradation
 - (iii) contamination of the water resource
 - (iv) adverse impact on infrastructure (private and public)
 - (v) contamination of water supplies from the *point of connection* to the points of discharge, and
 - (vi) wastage of resources (water and energy).

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1 INTRODUCTION

1.1 Objectives of the Protocol

This Protocol is intended for use by those involved in the process of *risk* management of *plumbing* and *drainage products*, appliances and equipment in a *plumbing* and *drainage* installation, in or around buildings, that are potentially within the scope of the *Scheme*. The objectives of this Protocol are to provide the following:

- A systematic approach to the identification and assessment of *risks* of *plumbing products*, appliances and equipment to be used on all *products* potentially within the scope of the *Scheme*.
- A methodology for identifying critical features which should be addressed in the *product specifications* and installation specifications.

1.2 Risk management of plumbing products

The objective of *risk* management of *plumbing products* is to identify and minimise the *risks* of manufacturing faults and installation failures. The *risks* of manufacturing faults are minimised by prescribing the appropriate level of certification and developing *product specifications* for the evaluation of *products*. The *risks* of installation failures are minimised by issuing installation instructions in addition to those contained in the *PCA*. A list of *products* which require authorisation, the *WaterMark Schedule of Products*, has been provided on the ABCB website at www.abcb.gov.au. A list of *products* that do not require authorisation, the *WaterMark Schedule of Excluded Products*, has also been provided on the ABCB website. These lists will be reviewed from time to time in accordance with this Protocol. Any new or innovative *product* must be assessed in accordance with this Protocol to determine whether it is to be included in or excluded from the *Scheme*.

The requirements for the design and manufacture of each *product category* or type will be the minimum to achieve the necessary *PCA Performance Requirements*.

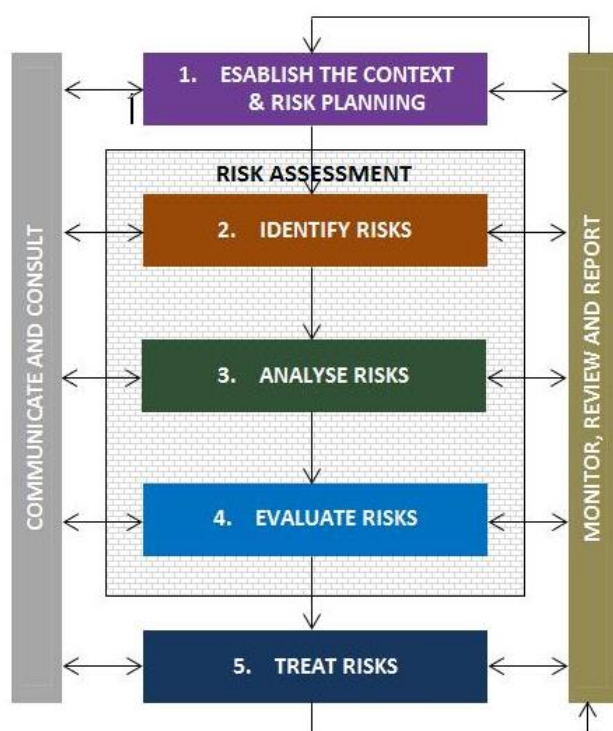
1.3 Risk management process

The *risk* management process outlined in this Protocol is in accordance with AS/NZS ISO 31000-2009 *Risk management – Principles and guidelines*. The definitions of the terms used in this Protocol are given in Section 1.4.

The steps² in a complete *risk* management exercise are:

1. establish the context within which the *risks* are to be managed;
2. identify the *risks*;
3. analyse the *risks* (understand how they arise and estimate the magnitude and *likelihood* of *consequences*);
4. evaluate the *risks* (decide whether they are acceptable or not and rank them in order of priority);
5. treat the *risks*; and
6. monitor and control.

The steps in the *risk* management process are shown in Figure 1- Steps of the *risk* management process (based on AS/NZS ISO 31000-2009 *Risk management – Principles and guidelines*).



In the application of *risk* management for *plumbing products* under the *Scheme*, only the first four steps are carried out in the *risk* assessment process outlined in this Protocol. The levels of treatment, monitor and control that are required are determined according to the level of *consequence* attributable to the potential problem or hazard with the highest *risk* rating.

² Based on AS/NZS ISO 31000:2009 Risk management – Principles and guidelines

Risk is expressed in terms of a combination of the *consequence* of an *event* and the associated *likelihood* of occurrence. *Consequence* and *likelihood* are combined to determine the appropriate level of control, i.e. the level of certification under the *Scheme*, including requirements for the evaluation of *products*, and/or additional requirements for installation as appropriate. The actual performance of the *product* should be monitored over time and the *risk* assessment revised accordingly.

The *risks* associated with the design and manufacture of a *product* identified through the *risk* assessment should be addressed in the *product specification*, to ensure that *products* are evaluated and certified to be fit for the purpose for which they are intended. Likewise, the *product specification* should be reviewed over time and revised accordingly.

The *risk* assessment shall also take into account the service and maintenance of the installed *products*. *Products* that are visible and easily accessible, such as appliances, equipment and end-of-line fixtures, are more likely to be maintained than *products* that are only accessible with some effort, i.e. concealed in wall cavities, under concrete slabs, and the like. Failures occurring in these latter types may not be identified for some period of time and rectification may be very expensive.

1.4 Definitions

Words with special meanings used in this Protocol are defined in the Manual for the WaterMark Certification Scheme (Manual) at paragraph 1.3.1.

In addition, the definitions of the following terms used in this Protocol are from AS/NZS ISO 31000-2009 Risk management – Principles and guidelines.

1.4.1 *Risk*

Means an effect of uncertainty on objectives.

- | | |
|--------|--|
| Note 1 | An effect is a deviation from the expected – positive and/or negative. |
| Note 2 | Objectives can have different aspects (such as financial, health and safety, and environmental goals) and can apply at different levels (such as strategic, organisation-wide, project, <i>product</i> and process). |
| Note 3 | <i>Risk</i> is often characterised by reference to potential <i>events</i> and <i>consequences</i> or a combination of these. |
| Note 4 | <i>Risk</i> is often expressed in terms of a combination of the <i>consequences</i> of an <i>event</i> (including changes in circumstances) and the associated <i>likelihood</i> of occurrence. |
| Note 5 | Uncertainty is the state, even partial, of deficiency of information related to, understanding or knowledge of an <i>event</i> , its <i>consequence</i> , or <i>likelihood</i> . |

1.4.2 *Consequence*

Means an outcome of an *event* affecting objectives.

Note 1 An *event* can lead to a range of *consequences*.

Note 2 A *consequence* can be certain or uncertain and can have positive or negative effects on objectives.

Note 3 *Consequences* can be expressed qualitatively or quantitatively.

Note 4 Initial *consequences* can escalate through knock-on effects.

1.4.3 *Likelihood*

Means the chance of something happening.

Note 1 In *risk* management terminology, the word “*likelihood*” is used to refer to the chance of something happening, whether defined, measured or determined objectively or subjectively, qualitatively or quantitatively, and described using general terms or mathematically (such as a probability or a frequency over a given time period).

Note 2 The English term “*likelihood*” does not have a direct equivalent in some languages; instead, the equivalent of the term “probability” is often used. However, in English, “probability” is often narrowly interpreted as a mathematical term. Therefore, in *risk* management terminology, “*likelihood*” is used with the intent that it should have the same broad interpretation as the term “probability” has in many languages other than English.

1.4.4 *Event*

Means an occurrence or change of a particular set of circumstances.

Note 1 An *event* can be one or more occurrences, and can have several causes.

Note 2 An *event* can consist of something not happening.

Note 3 An *event* can sometimes be referred to as an ‘incident’ or ‘accident’.

Note 4 An *event* without *consequences* (1.4.2) can also be referred to as a “near miss”, “incident”, “near hit” or “close call”.

Further, the definitions of the following terms are used in this Protocol.

1.4.5 *Part*

Means a separate item to serve a specific role in a *component*, e.g. a pipe or hose.

1.4.6 **Component**

Means an assembly of *parts* to serve a specific role in a *system*, e.g. a tap or a valve.

1.4.7 **System**

Means an assembly of *components* that have a specific use, e.g. a heated water *system*.

1.5 **Risk analysis overview**

1.6.1 The *product* subject to analysis must first be identified. It could be a *component* or a *system*. A *system* must be broken up into *components* to be analysed separately.³

1.6.2 The *product* is considered against a checklist of possible *events* having regard to *product* categories and other relevant factors such as those described in Appendix A of this Protocol.

For each type of *event*, a number of incidents of how it is initiated is possible and may have different *consequences* on the objectives of health and safety and economic impacts.

1.6.3 The magnitude and possible *consequences* of these incidents and their respective *likelihood* are estimated. These are the key parts of the *risk* analysis process.

1.6.4 Scales are provided for the assessment of *likelihood* and *consequence*. The combination of these two factors is used to decide the level of *risk* and consequently the level of control necessary for that particular *product*.

Details of the *risk* assessment procedure are provided in the next section.

³ In some instances, a *system* may include a number of (sub) *systems*, each comprising individual *components* made up of several *parts*. *Products* such as these must be broken up to the extent required to undertake meaningful assessment. For example – a modular bathroom may include a toilet suite, comprising a cistern and a pan, which individually comprise a number of *components*, such as valves, inlets, outlets, etc. that may be made up of several of *parts*.

2 PROCEDURE FOR RISK ASSESSMENT OF PLUMBING PRODUCTS

2.1 Administrative procedure

- 2.1.1 Assess the *product* against the foundation principles to determine whether the *product* falls within the scope of the *Scheme*.

Complete the *Risk Assessment Principles Checklist* provided at Appendix B. Submit completed checklist to the *Administering Body* for verification by the WaterMark Risk Assessment Panel before undertaking the steps outlined in paragraphs 2.1.2 to 2.1.7.

- 2.1.2 Assemble a team

Assemble a team of people with varied experience relevant to the *product* to be assessed. Where possible, the experience should cover materials, design, manufacturing, installation and service experience over a number of years.

- 2.1.3 Appoint a facilitator

The role of the facilitator is described in Appendix C of this Protocol. The facilitator need not be a *plumbing* specialist but should be familiar with the *risk* analysis process. The *plumbing* expertise and the responsibility for the assessment rest with the assessing team. The facilitator's main responsibility is to report the outcomes of the *risk* assessment to the *Administering Body*.

- 2.1.4 Conduct the *risk* assessments

Conduct the *risk* assessments as shown in 2.2 Technical procedure with the whole team.

- 2.1.5 Complete the *Risk Assessment Report*

Complete the *Risk Assessment Report*, a guide and sample of which is provided in Appendix D.

- 2.1.6 Complete the *Risk Identification Worksheet*

Complete the *Risk Identification Worksheet*, a sample of which is provided at the end of Appendix D.

- 2.1.7 Submit the *Risk Assessment Report* and the *Risk Identification Worksheet* to the *Administering Body*.

2.2 Technical procedure

(Establish the context)

- 2.2.1 Define the scope of the assessment (i.e. the '*product*'): if the *system* is comprised of a number of distinct *components* (e.g. an electric water heater includes the tank, the heating element, the temperature control *system* and the pressure relief valve), then it can be subdivided with a view to assessing each *component* in turn and also assessment of the complete system. Where the *product* is a single *component*, e.g. a domestic tap, a single assessment can be completed for the whole *product*.
- 2.2.2 Identify the *product*, including its design, intended use, special features and the reasons for such, mode of operation, and any history of problems or failures with the *product* under assessment. This includes any history of problems with the *product*, in Australia or internationally.

(Identify risks)

- 2.2.3 Review the list of factors to be considered (Appendix A), and any other factors, to include all *events* that could be envisaged with the *product*. Consider any potential *risk* mitigated by international standards, where available, for this *product*.
- 2.2.4 Analyse each *event* for possible incidents. An *event* may have a number of possible incidents with different *consequence* ratings and *likelihood* ratings.

(Analyse risks)

- 2.2.5 Analyse each incident for its *consequence* for health and safety impact and give it a *consequence* rating in accordance with Table A1. The assessment shall be based on the possible impacts of the incident per year for the whole of Australia (as the process is to be reviewed yearly if the *risk* is high).

For existing *products*, suppliers can provide the number of applications from sales figures, and for new *products*, the expected sales figures. If the *risk* rating for health and safety is low, economic impacts and water wastage impacts should be assessed and given a consequence rating in accordance with Tables A2 and A3.

Where certain minor incidents could occur more than once across Australia (from 10 to 100,000 times), the economic impact is then the aggregated impact.

- 2.2.6 Analyse each *consequence* identified in 2.2.5 for its *likelihood* (again per year) in accordance with Table B.

(Evaluate risks)

- 2.2.7 Use the *Consequence* Rating and the *Likelihood* Rating to determine the *Risk* Rating in accordance with Table C1 (for health and safety), Table C2 (for economic impact) and Table C3 (for water wastage impact).

(Treat risks)

- 2.2.8 Confirm that each identified *risk* is not related to the normal ‘wear and tear’ due to use. If the *product* is perceived to have an unacceptably short life, then action should be taken regardless of the outcomes of the *risk* analysis.

- 2.2.9 Determine whether each identified *risk* is related to either a manufacturing fault or installation failure.

If it is related to manufacturing, i.e. it is caused by either the design or production process, then:

- (i) Check if the existing provisions in the *product specification* (or *applicable specification*) are adequate for managing the *risk*.
- (ii) Identify specific features of the *product specification* that may need attention to reduce the *risk* of manufacturing fault.

If it is related to installation, then:

- (iii) Check if the installation provisions contained in the *PCA*, including referenced standards, are adequate for managing the *risk*.
- (iv) Identify additional installation and maintenance instructions that may need to be addressed to reduce the *risk* of installation failure. Document any inadequacies and provide information to the owners of the referenced standard.

- 2.2.10 Use Table D to determine the level of control, i.e. *risk* rating High, Medium or Low, such that *products* assessed as:

- (i) High and Medium will be listed on the *WMSP* and will require certification in accordance with the *Scheme Rules*; and
- (ii) Low will be listed on the *WMEP* and will not require certification.

For High and Medium *products*, a detailed description shall be provided explaining what specific features of the *product specification* need attention to reduce the *risk* and what performance tests are required to demonstrate fitness for purpose.

**TABLE A1
CONSEQUENCE RATING
FOR HEALTH AND SAFETY**

Description of Impacts (of each incident – Australia wide per year)	Consequence Rating
(i) 1 or more fatalities, OR (ii) 1 or more serious permanent disability, OR (iii) 10 or more hospitalisations, OR (iv) 100 or more visits to medical practitioner	Very serious
(i) 1 to 9 hospitalisations, OR (ii) 10 or more people mildly injured or feeling unwell, OR (iii) 10 to 99 visits to medical practitioner	Serious
(i) 1 to 9 persons mildly injured or feeling unwell, OR (ii) 1 to 9 visits to medical practitioner	Not serious

**TABLE A2
CONSEQUENCE RATING
FOR ECONOMIC IMPACTS**

Description of Impacts (of each incident – Australia wide per year)	Consequence Rating
Cost of damage of \$1,000,000 or more	Very serious
Cost of damage of \$10,000 to \$999,999	Serious
Cost of damage of \$9,999 or less	Not serious

**TABLE A3
CONSEQUENCE RATING
FOR WASTAGE OF WATER IMPACTS**

Description of Impacts (of each incident – Australia wide per year)	Consequence Rating
Water loss or wastage of 10kL or more	Very serious
Water loss or wastage of 100L to 10kL	Serious
Water loss or wastage of less than 100L	Not serious

Notes:

1. Cost of damage includes repair costs, environmental clean-up costs, disruption to normal activities costs and *consequence* litigation costs.
2. ABCB acknowledges that the magnitude of waste water can also influence energy, economic, health and safety and environmental impacts.

TABLE B
LIKELIHOOD RATING

Description of Likelihood of Each Incident (Australia wide)	Likelihood Rating
Potentially could occur once a year or more, 1:1 chance per year across Australia	Very likely
Potentially could occur once in a life time, 1:100 chance per year across Australia	Likely
Not expected to occur, 1:1000 chance per year across Australia	Unlikely

TABLE C1
RISK RATING
FOR HEALTH AND SAFETY

CONSEQUENCE RATING	LIKELIHOOD RATING			
		UNLIKELY	LIKELY	VERY LIKELY
	VERY SERIOUS	MEDIUM	HIGH	HIGH
	SERIOUS	LOW	MEDIUM	HIGH
	NOT SERIOUS	LOW	LOW	MEDIUM

TABLE C2⁴
RISK RATING
FOR ECONOMIC IMPACTS

CONSEQUENCE RATING	LIKELIHOOD RATING			
		UNLIKELY	LIKELY	VERY LIKELY
	VERY SERIOUS	MEDIUM	MEDIUM	HIGH
	SERIOUS	LOW	MEDIUM	MEDIUM
	NOT SERIOUS	LOW	LOW	LOW

TABLE C3⁴
RISK RATING
FOR WATER WASTAGE IMPACTS

CONSEQUENCE RATING	LIKELIHOOD RATING			
		UNLIKELY	LIKELY	VERY LIKELY
	VERY SERIOUS	MEDIUM	MEDIUM	HIGH
	SERIOUS	LOW	MEDIUM	MEDIUM
	NOT SERIOUS	LOW	LOW	LOW

TABLE D
CONTROL LEVELS

Overall Risk Rating	WaterMark Certification Required
HIGH	YES
MEDIUM	YES
LOW	NO

⁴ The *risk* rating matrices in Tables C1-C3 vary because, under the Inter-Governmental Agreement (between the Governments of the Commonwealth of Australia and the States and Territories), the NCC and hence the *PCA* goals for health and safety in buildings take precedence over the goals for amenity and sustainability. Hence impacts on health and safety are considered to be of a higher order of magnitude compared to economic and environmental impacts.

Appendix A FACTORS TO BE CONSIDERED IN RISK ASSESSMENT

The following elements are provided as a guide to assist in the identification of *events* (of possible causes of faults or problems). It is not exhaustive. Where possible, also consider international standards.

This Appendix is to be used in conjunction with Tables A1, A2 and A3 to provide a *Consequence* rating. Table B is used to establish the *Likelihood* rating and using Tables C1, C2 and C3 will provide a *Risk Rating* per category. The *Consequence* rating and *Likelihood* rating are to be considered on an *event* basis Australian wide per year.

The *Likelihood* Rating should be estimated for the whole of Australia, and each item multiplied by an estimated number of such items to be sold. The *product* should be considered for its normal operating life and what would be considered reasonable in normal use. The item needs to be considered for use by all categories of people across Australia including children, the sick and the elderly.

When considering an *event* there may be more than one outcome available. At all times the “worst case” situation should be considered first and debated by the assembled team (2.1.2). If it is more likely that a lesser event is more probable, resulting in a better outcome then that should be considered. Where it is for a Health and Safety *Risk Rating*, then the worst case scenario must be used.

A.1 PRODUCT CATEGORY

- Appliances
- Sanitary fixtures
- Water heaters and water heater storage tanks
- Non-pressurised pipes, fittings and accessories
- Pressurised pipes, fittings and accessories
- Jointing materials
- Materials in contact with drinking water
- Water supply valves and valve accessories.

A.2 ISSUES

- Applications – where *products* are used
- Materials – including materials used in *components* such as seals, etc.
- Joints and connections – compatibility of *parts*
- Contact with *drinking water*
- Operating temperature and pressure
- Size of *components*.

A.3 EVENTS

The examples provided in the lists below are provided as a prompt to help in the identification of possible causes of faults or problems. The lists are not exhaustive.

A.3.1 LEAK

Leaks should be divided into visible and hidden. Their detection and rectification is dependent on visibility and volume. A small visible leak is likely to be repaired within around 3 months. A small hidden leak may go undetected for a year or more. The events that should be considered are

- Rupture of catastrophic leak of equipment, etc.
- Other leak from equipment – visible or hidden
- Leakage from joints, seals, etc. – visible or hidden
- Influx into joints, etc. (e.g. sewer lines)
- Odours
- Sewer gases
- Contamination by waste water released to the environment, or of recycled water
- Structural damage from water
- Other

A.3.2 BLOCKAGE

Sewer chokes in authority collection *systems* resulting in potential overflow in the private *drainage system* has the annual probability of occurrence of 1 in 200.

Note: Private infrastructure may also be on a large scale, due to development of large property developments requiring service similar to authority infrastructure. The events that should be considered are:

- Total blockage of flow of water, air, etc.
- Unwanted restriction of flow of water, air, etc.
- Choked flow
- Overflow
- Other

A.3.3 PERFORMANCE FAILURE

Back flow could be a very serious problem in terms of health and safety. Average frequency of backflow occurrences (back flow prevention valves will prevent these from happening):

- Major back siphonage (when water mains break): A vacuum of 80 kPa is produced with an annual probability of 1 in 10 per property.
- Minor *event* back siphonage (when meter tap is turned off): A vacuum of 10 kPa is produced with an average rate of occurrence of 2 per year per property.

Other examples of performance failure include:

- Failure to stop flow when required
- Failure to regulate flow or pressure
- Failure to commence flow when required
- Other.

A.3.4 IMPAIRED PERFORMANCE

Degradation of performance may have many causes and may lead to health and safety problems. The events that should be considered are:

- Breakage
- Wear
- Material out of specification
- Dimensions out of specification
- Corrosion, internal or external
- Fatigue failure
- UV degradation
- Degradation due to contamination
- Water hammer
- Other mechanical failure
- Other performance failure
- Contamination of drinking water
- Wastage of water, poor water efficiency
- Limited durability
- Splashing

- Other hygiene failure
- Other

Example
Water heaters and water heater storage tanks

Water heaters can be broken up into sections or components, such as

- Cylinder
- Heating element
- Thermostat assembly
- Gas burner
- Electric system
- Solar components.

Leaks	<i>Type of fault</i>	<i>Consequence</i>
Cylinder	Rupture of cylinder catastrophic leak, welds	Property damage
Cylinder	Rupture of cylinder catastrophic leak, welds	Water wastage
Cylinder	Leakage from joints or seals (visible or hidden)	Property damage and water wastage

Performance Failure	<i>Type of fault</i>	<i>Consequence</i>
	Temperature control device fails	Injury scalding

Impaired Performance	<i>Type of fault</i>	<i>Consequence</i>
	Breakage	Health and safety
	Wear	Health and safety
	Corrosion, internal or external	Health and safety
	Fatigue failure	Health and safety
	Water hammer	Property damage
	Other mechanical failure	Health and safety
	Other performance failure	Health and safety
	Contamination of drinking water	Health and safety
	Wastage of water, poor water efficiency	Health and safety
	Limited durability	Health and safety

Appendix B RISK ASSESSMENT PRINCIPLES CHECKLIST

NAME OF
WMCAB:

CONTACT
DETAILS:

DATE:

B.1 PRODUCT IDENTIFICATION

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B.2 SUPPLIER

.....

B.3 FOUNDATION PRINCIPLES

(Tick where the foundation principles for determining whether the product falls within the scope of the Scheme have been met and/or provide comment in the space provided).

- ☐ 1. The installation of the *plumbing and drainage product* is covered by the *Plumbing Code of Australia (PCA)* – Volume Three of the National Construction Code, excluding State and Territory variations, which vary how the *product* is regulated through the *PCA*.

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- ☐ 2. The *product* group is to present a *risk* requiring mitigation through the *Scheme*, except where to do so would duplicate risk mitigation achieved through another nationally recognised means.

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ABCB OFFICE USE ONLY

- ☐ **Yes** – *product* meets the foundation criteria and the WaterMark Conformity Assessment Body should undertake a full *risk* assessment.
- ☐ **No** – *product* does not meet the foundation criteria for the reasons listed below and thus falls outside the scope of the *Scheme*.

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Signed Date

Appendix C ROLE OF FACILITATOR

C.1 THE TEAM FACILITATOR IS TO:

- Manage the group dynamics;
- Ensure that the quality of technical discussion is high and the outcomes and rationale are clearly documented;
- Maintain a satisfactory pace, i.e. not allowing discussion to bog down, nor to race superficially over important issues;
- Resolve uncertainties about the methodology;
- Recruit additional technical expertise for the team when critical issues or additional areas of concern arise;
- Seek specialist advice and data from industry organisations especially when determining frequencies and impacts; and
- Report outcomes and rationale.

Appendix D RISK ASSESSMENT GUIDE AND REPORT

RISK ASSESSMENT GUIDE

D.1 PURPOSE OF THE REPORT

The report is the record of the deliberation of the *risk* assessment team on the *risk* rating of a particular *product*. It is to be kept and reviewed at fixed intervals. It is therefore important that not only the outcomes of the assessment are recorded but also the rationale behind the ratings is clearly documented in the report.

Using the *Risk Assessment Report* (a sample of which is included in this Appendix), record the names and relevant expertise of the *risk* assessment team members and the facilitator.

Record the date the assessment was undertaken.

D.2 FACTORS TO BE CONSIDERED

D.2.1 PRODUCT IDENTIFICATION

Identify the *product category* according to the list in Appendix A, then specific details concerning a particular *product*, if necessary, for identification.

D.2.2 SUPPLIER

Identify the supplier of the *product*, i.e. who is the *product* certification applicant. It could either be a *manufacturer* or an importer. The supplier should be in a position to supply all technical details concerning the *product* and its installation as well as the quality control *system* used in its manufacture. The supplier should be also able to supply the number of sales or expected sales. The supplier is liable for the information it provides.

D.2.3 ITEM TO BE ASSESSED

Describe the item to be assessed including the following:

D.2.3.1 The function of the item to be assessed

D.2.3.2 The size or range of sizes

D.2.3.3 How it is connected to other items

D.2.3.4 The materials that are used in manufacturing the item

D.2.3.5 The *parts* of the item that are included in the assessment including the function of the *part* and how it is connected to other *parts*

D.2.3.6 The operating temperature and pressure

D.2.3.7 The visibility and accessibility of the item under examination

D.2.3.8 Any other *product* limitations.

D.2.4 APPLICABLE SPECIFICATIONS AND LICENCE

List the details of any existing applicable *product specification(s)* and/or *WaterMark Licence*.

D.2.5 PRODUCT TECHNICAL INFORMATION

Provide comments on the adequacy of *product* technical information including instruction for installation.

D.2.6 APPLICATIONS

Describe the classes of buildings and/or the conditions where the *products* are likely to be used.

D.2.7 EVENTS

Using the **Plumbing Product Risk Identification Worksheet** at the end of Appendix D, describe all *events* under consideration and determine the *Risk Rating* in accordance with the following:

D.2.7.1 Identify and describe all possible *events* that might lead to a problem with or failure of the *component*.

D.2.7.2 Each *event* may have one or more incidents that have different *consequences* – each will have to be analysed individually.

D.2.7.3 Indicate whether the incident is likely to be caused by manufacturing or installation.

NOTE: Only manufacturing related incidents should be rated. Information relating to *risks* caused by installation is to be provided for the assessment of the adequacy of the relevant installation requirements.

D.2.7.4 Indicate whether *consequence* of the incident is related to health and safety, economic, or water wastage impacts.

D.2.7.5 Rate the *consequence* of the incident according to Table A1 for health and safety, A2 for economic, and Table A3 for water wastage impacts.

D.2.7.6 Rate the *likelihood* of the incidents according to Table B.

D.2.7.7 Determine the *Risk Ratings* according to Table C1 for health and safety, C2 for economic and C3 for water wastage impacts. NOTE: It is only necessary to consider economic and water wastage impacts when the *risk* to health and safety is rated 'LOW'.

D.2.8 OUTCOME OF ASSESSMENT

D.2.8.1 The overall *risk* of the *product* will be the higher *Risk Rating* for any of the incidents, and determines the required level of control.

D.2.8.2 The required level of control is determined in accordance with Table D as follows:

- i. Where the highest *Risk Rating* for health and safety is medium or high, the overall *Risk Rating* will be medium or high and the *product* will require WaterMark Certification.
- ii. Where the highest *Risk Rating* for health and safety is low, and the highest *Risk Rating* for economic and/or water wastage is medium or high, the overall *Risk Rating* is medium or high and the *product* will require WaterMark Certification.
- iii. Where the highest *Risk Rating* for health and safety, economic or water wastage is low, the overall *Risk Rating* will be low and the *product* will not require WaterMark Certification.

NOTE: Where the *Risk Rating* for health and safety is medium or high the *product* will require WaterMark Certification, regardless of the rating of the economic and/or water wastage *risks*. Where the *risk* to health and safety is low, economic and water wastage *risks* are then assessed to determine if their *Risk ratings* are high enough to require WaterMark Certification.

D.2.8.3 Confirm that the incident is not caused by natural degradation of the *product* with use. Record any limitations to *product* use and or life span for inclusion on the *product's WaterMark Scope of Use*.

D.2.8.4 Re-examine the *product specification* in light of the *risk* analysis to decide whether any addition to the specification is required to address manufacturing incidents identified at D.2.7.3.

D.2.8.5 Re-examine the instructions for installation to see whether these are adequate for addressing installation related incidences identified at D.2.7.3.

D.2.9 ATTACHMENTS

List or attach all documents referred to in the *Risk Assessment Report* e.g. *product specification*, installation instructions, technical literature, etc.

RISK ASSESSMENT REPORT

TEAM MEMBER NAME

**TEAM MEMBER RELEVANT
EXPERTISE**

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2

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3

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FACILITATOR NAME

..... Date

1. PRODUCT IDENTIFICATION

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2. APPLICATIONS

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3. SUPPLIER

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4. ITEM TO BE ASSESSED

- (a) Function
- (b) Size
- (c) Connections
- (d) Materials
- (e) Description of *parts*:
-
-
- (f) Operating temperature and pressure
- (g) Visibility and accessibility
-
- (h) Other *product* limitations
-

5. APPLICABLE SPECIFICATIONS AND LICENCE

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6. PRODUCT TECHNICAL INFORMATION

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7. EVENTS

Refer to the **Plumbing Product Risk Identification Worksheet** attached.

8. OUTCOME OF ASSESSMENT

8.1 RISK RATING:

8.2 REQUIRED LEVEL OF CONTROL:

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8.3 ADDITIONAL LIMITATIONS TO BE INCLUDED ON WATERMARK SCOPE OF USE

(e.g. Any limitations or conditions of use/installation of product. Conditions may be limits on water pressure, water temperature or any other operating circumstance):

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8.4 NOTES ON TECHNICAL SPECIFICATION REQUIREMENTS

(i) TESTS REQUIRED FOR DEMONSTRATING FITNESS FOR PURPOSE (control level Risk Rating High or Medium) (e.g. Initial and ongoing *Type Testing*⁵ requirements, ongoing surveillance *Batch Release Testing*⁶ requirements and ongoing *Re-evaluation Testing*⁷):

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⁵ *Type Testing* means testing performed to demonstrate that the material, *component*, joint or assembly is capable of conforming to the requirements given in the *product specification*.

⁶ *Batch Release Testing* means a test performed by the *manufacturer* on a batch of *products*, which has to be satisfactorily completed before the batch can be released.

⁷ *Re-evaluation Testing* means testing carried out in conjunction with the renewal of the certification of the *product*.

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(ii) ASPECTS OF RISK TO BE ADDRESSED BY THE TECHNICAL SPECIFICATION
(control level *Risk* Rating High or Medium):

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(iii) ASPECTS OF *RISK* TO BE ADDRESSED BY THE INSTALLATION PROVISIONS
(control level *Risk* Rating High or Medium):

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9. ATTACHMENTS

Documents referred to in the *Risk* Assessment Report are attached and listed below.

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Plumbing Product Risk Identification Worksheet

Product: Organisation: Date:

Identified Event (D.2.7.1)	Identified Incident (D.2.7.2)	Cause of Incident (i.e. Manufacturing or Installation) (D.2.7.3)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water (D.2.7.4)	Rate Consequence of Incident (D.2.7.5)	Rate Likelihood of Incident (D.2.7.6)	Risk Rating (D.2.7.7)

NOTE: Please list any limitations on the Scope of Use of the product at Section 8.3 of the Risk Assessment Report

Appendix E EXAMPLES OF COMPLETED WORKSHEETS

Plumbing Product Risk Identification Worksheet

Product: Water Closet Suite Organisation: Daisy Bathroom Products Date: December 2015

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
(D.2.7.1)	(D.2.7.2)	(D.2.7.3)	(D.2.7.4)	(D.2.7.5)	(D.2.7.6)	(D.2.7.7)
Rupture of catastrophic leak of equipment	Total failure remote (internal overflow water connection)	Manufacturing	Water wastage	Serious	Unlikely	Low
Other leak from equipment – visible or hidden	Seal connection leaks, and water connection leak also inlet valve failure, both visible	Manufacturing	Water wastage	Serious	Unlikely	Low

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Leakage from joints, seals, etc. – visible or hidden	Seal connection leaks both visible suite connection, and waste connection	Manufacturing	Health and Safety	Serious	Likely	Medium
Odours	Yes, sewer connection seal failure	Manufacturing	Health and Safety	Serious	Very likely	High
Sewer gases	Yes, water seal pull	Manufacturing/ system	Health and Safety	Serious	Very likely	High
Structural damage from water	Possible	Manufacturing	Economic	Serious	Likely	Medium
Blockage(internal the property boundary private system)	Possible	Installation system	Health and safety	Serious	Likely	Medium
Sewer overflow	Possible	Installation system	Economic	Serious	Likely	Medium

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Sewer blockage overflow internal	Possible	Installation system	Economic and Health and Safety	Serious	Very-likely	High
Major back siphonage (when water mains break): A vacuum of 80 kPa is produced with an annual probability of 1 in 10 per property	Water supply controlled with air break cistern inlet valve	Manufacturing	Health and safety	Not serious	Likely	Low
Minor event back siphonage (when meter tap is turned off): A vacuum of 10kPa is produced with an average rate of occurrence of 2 per year per property	Water supply controlled with air break cistern inlet valve	Manufacturing	Health and Safety	Not serious	Likely	Low

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Impaired Performance						
Breakage	Possible	Manufacturing	Health and Safety	Serious	Very-likely	High
Wear	Possible	Manufacturing	Economic	Not serious	Likely	Low
Fatigue failure	As per standard, Pan test/Load test	Manufacturing	Health and Safety	Serious	Likely	Medium
Degradation due to contamination	Cistern internal parts Recycled water use	Manufacturing	Economic	Serious	Likely	Medium
Water hammer	Possible	Installation system	Economic	Serious	Likely	Medium
Contamination of drinking water	Air break internal	Manufacturing	Health and Safety	Serious	Unlikely	Low

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Wastage of water, poor water efficiency	Possible maintenance	Manufacturing	Water wastage	Serious	Likely	Medium
Splashing	Possible	Manufacturing	Health and safety	Serious	Likely	Medium
Other hygiene failure	Possible	Manufacturing	Health and Safety	Serious	Likely	Medium



ABCB

Plumbing Product Risk Identification Worksheet

Product: PVC pipe non-pressure

Organisation: Daisy Bathroom Products

Date: December 2015

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
(D.2.7.1)	(D.2.7.2)	(D.2.7.3)	(D.2.7.4)	(D.2.7.5)	(D.2.7.6)	(D.2.7.7)
Leaks						
Leakage from joints, seals, etc. – visible or hidden	Common hidden and visible, infiltration and exfiltration	Manufacturing	Health and Safety	Not serious	Likely	Low
Leakage from joints, seals, etc. – visible or hidden	Common hidden and visible, infiltration and exfiltration	Manufacturing	Economic	Serious	Likely	Medium
Influx into joints, etc. (e.g. sewer lines)	Possible, infiltration and exfiltration	Manufacturing	Health and safety	Not serious	Likely	Low

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Influx into joints, etc. (e.g. sewer lines)	Possible, infiltration and exfiltration	Manufacturing	Economic	Serious	Likely	Medium
Odours	Possible	Manufacturing	Health and safety	Serious	Likely	Medium
Sewer gases	Possible	Manufacturing	Health and Safety	Serious	Likely	Medium
Contamination by waste water released to the environment, or of recycled water	Yes, exfiltration	Manufacturing	Economic	Serious	Likely	Medium
Blockage (Surcharge from Water/Sewerage Authority main)						
Total blockage of flow of water, air, etc.	Possible	Installation	Health and safety	Serious	Likely	Medium

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Unwanted restriction of flow of water, air, etc.	Possible	Installation	Health and safety	Serious	Likely	Medium
Choked flow	Possible	Installation	Health and safety	Serious	Likely	Medium
Overflow	Yes	Installation	Health and safety	Serious	Very likely	High
Blockage(internal the property boundary private system)						
Sewer overflow	Yes	Installation	Health and safety	Serious	Very likely	High
Sewer blockage overflow internal	Yes	Installation	Health and safety	Serious	Very likely	High
Sewer blockage overflow external	Yes	Installation	Health and safety	Serious	Very-likely	High

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Impaired Performance						
Breakage	Possible	Manufacturing	Economic	Serious	Likely	Medium
Wear	Possible	Manufacturing	Economic	Serious	Likely	Medium
Material out of specification	As per Standard					
Dimensions out of specification	As per Standard					
Corrosion, internal or external	As per Standard					
Fatigue failure	As per standard					
UV degradation	Yes	Manufacturing	Economic	Serious	Likely	Medium

Identified Event	Identified Incident	Cause of Incident (i.e. Manufacturing or Installation)	Type of Consequence Incident (i.e. Health & Safety, Economic, or Wastage of Water	Rate Consequence of Incident	Rate Likelihood of Incident	Risk Rating
Other mechanical failure	Possible/loads	Manufacturing	Economic	Serious	Likely	Medium
Other performance failure	Possible/loads	Manufacturing	Economic	Serious	Likely	Medium
Contamination of drinking water	Possible cross- connection (ground water)	Manufacturing	Health and Safety	Very serious	Likely	High
Other hygiene failure	Possible	Manufacturing	Health and Safety	Very serious	Likely	High

Appendix 4 | Protocol for Developing Product Specifications



Protocol for Developing Product Specifications

Version 2016.1

2016

INTRODUCTION

This Protocol for Developing Product Specifications (Protocol) was produced for those involved with developing *product specifications* for *plumbing and drainage products* within the scope of the *WaterMark Certification Scheme (Scheme)*.

There is a requirement in the National Construction Code (NCC) Volume Three – *Plumbing Code of Australia (PCA)* for certain *plumbing and drainage products* to be certified and authorised for use in a *plumbing or drainage* installation.

These *products* are certified and authorised through the application of the *Scheme* in accordance with the *Rules for the WaterMark Certification Scheme (Rules)* and Manual for the WaterMark Certification Scheme (Manual). Certified *products* are identifiable by the *WaterMark*, which must be marked on the *product* upon the granting of a *WaterMark Licence*.

WaterMark Conformity Assessment Bodies (*WMCABs*) evaluate new *products* for inclusion on the *WaterMark Product Database* where there is a *product specification* or standard listed on the *WaterMark Schedule of Products*. Where a new *product* cannot be evaluated against an existing listed *product specification* or standard, a *WMCAB* prepares and lodges an application with the *Administering Body* for an existing, new or amended *product specification* or standard to be considered for use in the *Scheme*.

The *Administering Body* administers the review and approval of the existing, new or amended *product specification* or standard for inclusion on the *WaterMark Schedule of Products*. Once the *product specification* or standard is included on the *WaterMark Schedule of Products*, the *WMCAB* can undertake an evaluation of the new *product* to be listed on the *WaterMark Product Database*. The *WaterMark Schedule of Products* and *WaterMark Schedule of Excluded Products* are dynamic lists which change on a regular basis and are located on the *ABCB* website (www.abcb.gov.au).

For further information about the role of *product specification* development within the *Scheme*, refer to Section 8 | Procedure for Certification in the Manual.

This Protocol provides guidance and specific requirements for writing a *product specification*. *Product specifications* or standards include:

- Australian or Australian/New Zealand Standards, and Technical Specifications (AS, AS/NZS, TS) - published by SAI Global (refer Section 1);
- Other documents, such as international standards (EN, ISO/IEC) - published by third parties (refer Section 1); and
- *WaterMark Technical Specifications (WMTS)* - published by the *ABCB* (refer Section 2).

All documents must comply with this Protocol. **Section 1** describes the procedure and requirements for new or amended *product specifications* published by third party standards writing bodies. **Section 2** describes the procedure and requirements for new or amended *product specifications* intended for publication by the ABCB, i.e. a WMTS.

An electronic template for WaterMark Product Specifications can be found on the ABCB website (www.abcb.gov.au).

Abbreviations and definitions

Abbreviations are listed in the Manual at paragraph 1.2. In addition the following abbreviations are used in this document:

Acronym	Meaning
AS/NZS	Australian Standard/New Zealand Standard
EN	European Standard
IEC	International Electrotechnical Commission
ISO	International Organisation for Standardisation
WMTS	WaterMark Technical Specification

Words with special meanings are defined in the Manual at paragraph 1.3.1 and appear in *italics* throughout this document.

Terminology in this document

The words “shall” and “must” are to be construed as being mandatory.

The words “is to” and “are to” are to be construed as being directory.

The word “may” is to be construed as being discretionary or enabling, as the context requires.

The word “should” is to be construed as a recommendation.

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Section 1 |

New or Amended Product Specifications published by a third party

1.1 Introduction

- 1.1.1 **This section describes the procedure and requirements for new or amended product specifications published by third party standards writing bodies** (e.g. Australian Standards, Australian/New Zealand Standards, technical specifications, international standards, industry standards, etc.). For new or amended *WMTS* to be published by the *ABCB* refer to **Section 2**.
- 1.1.2 The objective of the Protocol is to facilitate *ABCB* acceptance of the proposed document as being suitable for referencing in the *Scheme* by ensuring that:
- a) the *ABCB* and its stakeholders are fully informed about the progress of the development of the document including any impacts associated with the document;
 - b) consistent and transparent processes are used;
 - c) stakeholders have the opportunity to provide input and/or comment on the document during its development; and
 - d) the *product specification* is technically robust and sufficiently generic to enable the evaluation of similar *product* types.
- 1.1.3 Where a new *product* cannot be evaluated against an existing *applicable specification* listed on the WaterMark Schedule of Products (*WMSP*), an *Approved Certifier* / proposer may prepare and lodge an application to the *Administering Body* for a new or amended *product specification* to be considered for use in the *Scheme*. The *Administering Body* administers the review and approval of the new or amended *product specification* for inclusion on the *WMSP*. Once approval is obtained, an *Approved Certifier* can undertake an evaluation of the new *product* to be listed on the *WaterMark Product Database (WMPD)*.
- 1.1.4 Where a new *product* relates directly an existing applicable specification, amendments to the existing document should be developed in preference to a new *WMTS*.
- ### 1.2 Obligations of the proposer of a new or amended product specification
- 1.2.1 The proposer of a *product specification* to be referenced in the *Scheme*, and published by a third party standards writing body, is responsible for complying with the following:
- a) supplying all documentation required by this Protocol;

- b) meeting all costs associated with the development, publication and distribution of the *product specification*;
- c) ensuring the currency and validity of the *product specification* by undertaking regular review (any revisions or amendments to keep the document current and valid must comply with this Protocol).
- d) making the document publicly available.

1.3 Summary of procedure

1.3.1 Where a suitable *applicable specification* is not listed on the *WMSP* there is the option to present a new or amended *product specification*, published by a third party standards writing body, for review and, if found acceptable by the *Administering Body*, included on the *WMSP*.

1.3.2 In summary, this procedure, illustrated at **Figure A**, involves:

- a) contacting the *Administering Body* for a preliminary discussion on the proposal for a new or amended product specification
- b) applying to the *Administering Body* to consider a **proposal** for including a new or amended *product specification* in the *Scheme*;
- c) on approval of the proposal by the *Administering Body*, **drafting** the new or amended *product specification* (or identification of an existing suitable document);
- d) submitting the draft new or amended *product specification* to the *Administering Body* for **review**;
- e) on acceptance of the draft by the *Administering Body*, arranging for **public comment** to be sought on the draft new or amended *product specification* (the *Administering Body* will seek comment from the *WaterMark Technical Advisory Committee (WMTAC)* and the Plumbing Code Committee (PCC) at the same time, and consolidate this comment prior to its submission);
- f) following receipt of the public comment, arranging **finalisation** of the draft new or amended *product specification*, in response to comment, for publication and submitting the final draft to the *Administering Body* for approval; and
- g) on approval of the final draft, publishing the new or amended *product specification* to enable the **acceptance** of the new or amended *product specification* by the *Administering Body* and listing on the *WMSP* and the *WMPD*.

1.3.3 Details of the procedure are outlined in the following paragraphs.

1.4 PROPOSAL STAGE

- 1.4.1 The purpose of this stage is for a proposer to obtain *Administering Body* endorsement and agreement of scope for the development, revision or amendment of a *product specification*.
- 1.4.2 When an application by a *manufacturer* or supplier is made to an *Approved Certifier* for WaterMark certification of a new *product*, for which no *applicable specification* is listed on the *WMSP*, the *Approved Certifier* shall undertake an initial review addressing the following points:
- a) a detailed description of the product;
 - b) justification for consideration of a new or amended *product specification* supported by reasons why the *product* is not covered by an existing *applicable specification*;
 - c) a risk assessment carried out in accordance with the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3 of the Manual);
 - d) a search of existing Australian and internationally recognised Standards (ISO, EN, ASTM etc.) that may be adopted or used by reference as the basis of *product specification* development;
 - e) existing approvals/certification of the *product* – including a statement as to the expected impact the proposed specification will have on any similar *certified product* types;
 - f) installation and maintenance instructions and requirements; and
 - g) a statement as to whether the *product* can be installed under the existing *Deemed-to-Satisfy Provisions* of the *PCA*, including its referenced documents.
- 1.4.3 The *Approved Certifier* / proposer will apply to the *Administering Body* to consider a proposal for a new or amended *product specification*, submitting the items listed in 1.4.2 above to support the application.
- 1.4.4 The *Administering Body* will consider the proposal and provide a response within 4 weeks indicating whether or not it supports the proposal proceeding and the reasons for its decision. The *Administering Body* may seek comment on the proposal from the *WMTAC*.
- 1.4.5 If the proposal is supported by the *Administering Body*, the proposer may then approach a standards writing body with the proposal to establish a project to develop the new or amended *product specification*.

The *Administering Body* shall notify the *Accreditation Body*, the *Approved Certifiers* and the State and Territory Plumbing Administrations of the proposal.

- 1.4.6 When the proposal to the standards writing body is submitted to the *Administering Body* for endorsement, an assessment will be undertaken to confirm the proposal is consistent with that previously considered. If it is consistent, no further justification for the proposal is necessary.
- 1.4.7 If the *product* cannot be installed under the existing *Deemed-to Satisfy Provisions* of the *PCA*, the proposer may choose to:
- accept that each installation of the *product* must be assessed as a *Performance Solution* meeting the relevant *PCA Performance Requirements*; or
 - pursue a change to the *PCA* or installation standard to allow it to be installed under a *Deemed-to-Satisfy Solution*.

Note: This process is separate and independent of the product specification development process, and if involving a change to a PCA referenced document, must be undertaken in accordance with the ABCB Protocol for the Development of NCC Referenced Documents.

1.5 DEVELOPMENT STAGE

- 1.5.1 The purpose of this stage is for a proposer to develop a new, revised or amended *product specification* or to identify an existing *product specification* (eg an international standard) for approval by the *Administering Body* and listing on the *WMSP*.
- 1.5.2 Where supported, an application to review a draft new or amended *product specification* shall be made by an *Approved Certifier* / proposer to the *Administering Body*. The application shall be submitted in the form of a **technical file** and should include as a minimum the following information:
- Executive summary* – a summary that includes the *product* type and application, *product* function, installation (*PCA*, *AS/NZS 3500*, etc.) issues and justification for consideration of the new or amended specification or standard.
 - Product details* – sufficient information to assess the operation and function of the *product* is to be provided and may include the following:
 - brief description and proposed use of the *product*;
 - product* list, which differentiates by size and attribute;
 - product* brochures, marketing information and labelling information;
 - applicable assembly drawings showing principal components;
 - applicable bills of materials nominating the principal material specifications;
 - product* sample (or in the case of large items, where information on the *product* can be viewed, e.g. website);

- g) installation/maintenance instructions (as submitted before, refer 1.4.2.f);
 - h) whether the *product* is currently covered by the *PCA*, *AS/NZS 3500*, etc. (as submitted before, refer 1.4.2.g); and
 - i) connectivity information, i.e. ability to interconnect with other *product* types.
3. *Risk assessment* – the results of a risk assessment carried out by the *Approved Certifier* in accordance with the Protocol for the Assessment of Risks of Plumbing Products. The results should include the risk rating and the proposed means of addressing each risk identified (as submitted before, refer 1.4.2.c).
4. *Research of relevant specifications or standards* – documentation of the research undertaken of relevant specifications or standards, detailing those used for the development of the new or amended *product specification*, and listing the reasons for either acceptance or rejection of the researched specifications or standards. Include details of any secondary referenced specifications or standards.
5. *Draft product specification* – the draft new or amended *product specification* should be prepared in accordance with this Protocol and shall include the content in, and be drafted in a similar format to, the WaterMark Product Specification Template available from www.abcb.gov.au. The *product specification* shall address each of the risks identified in the Risk Assessment Report.

If there is a suitable internationally recognised *product specification* this may be recommended for consideration.

6. *Product history* – the *product* history is to include as applicable, the following:
- a) information on the performance history of the *product*;
 - b) information relevant to the current use of the *product*;
 - c) information on approvals to be installed in other markets; and
 - d) data on any field trials or *product*/operational appraisals.
7. *Test reports* – any relevant *test reports*/certificates covering the *product* in question.
8. *Current product certification* – information on any current applicable third party quality system/*product* certification that relates to the *product* type.

1.6 Review

- 1.6.1 The purpose of this stage is for the *Administering Body* to assess whether the **technical file** meets the requirements of this Protocol and whether the draft *product specification* is suitable for release for public comment.

- 1.6.2 The *Administering Body* will evaluate the **technical file** and provide a response within 2 weeks as to whether the **technical file** is complete and whether the draft *product specification* is suitable for release for public comment.
- 1.6.3 Where the **technical file** and/or the draft new or amended *product specification* is rejected due to insufficient technical/*product* information and/or the draft *product specification* does not comply with the template content requirements, the *Administering Body* shall provide the reasons for its decision.
- 1.6.4 The *Approved Certifier* / proposer will have a period of three months to resubmit, or to request an extension for a further three months, after which the application will lapse.
- 1.6.5 Where the proposer does not agree with the reasons provided, the proposer may appeal to the General Manager of the *ABCB Office*.

1.7 Public Comment

- 1.7.1 The purpose of this stage is to ensure stakeholders are informed of the development of the proposed document, have an opportunity to provide input and/or comment during its development, and to enable the *Administering Body* to undertake a technical review of the document.
- 1.7.2 Following acceptance by the *Administering Body* of the draft new or amended *product specification*, public comments will be sought by the *Approved Certifier* / proposer. The *Approved Certifier* / proposer shall consult with the *Administering Body* on the method of seeking public comment.

The public consultation period shall be not less than:

- a) 8 weeks or
- b) 12 weeks where the public consultation period coincides with the Christmas/New Year period.

The public consultation period may be reduced in some cases, e.g. for minor and/or editorial amendments, with the prior agreement of the *Administering Body*.

- 1.7.3 The *Administering Body* will seek comment from the *WMTAC* and the *PCC* at this time and provide consolidated comment to the *Approved Certifier* / proposer.
- 1.7.4 Following receipt of public comment, the *Approved Certifier* / proposer shall collate the comment received and any applicable resolution, and finalise the draft *product specification*.

1.8 Finalisation

- 1.8.1 The purpose of this stage is to ensure comment received on the document during consultation is taken into consideration and concerns raised adequately resolved.
- 1.8.2 The *Approved Certifier* / proposer shall provide a final draft document to the *Administering Body* for approval. The *Approved Certifier* / proposer shall also provide a record of the comment received and any changes made to address the comment.
- 1.8.3 The *Administering Body* will, within 6 weeks, advise the approval or otherwise of the final draft. The *Administering Body* may seek comment from the WMTAC and PCC.
- 1.8.4 Where the draft new or amended *product specification* has been rejected, the *Administering Body* will advise the reasons for its decision.
- 1.8.5 Where the *Approved Certifier* / proposer does not agree with the reasons provided, the *Approved Certifier* / proposer may appeal to the General Manager of the *ABCB Office*.

1.9 ACCEPTANCE STAGE

- 1.9.1 The purpose of this stage is for the *Administering Body* to accept and list the *product specification* as an *applicable specification* on the *WMSP* and *WMPD* for use in evaluating the new *product*.
- 1.9.2 Once the document has been published, the *Administering Body* will, within one week of receiving notification of publication, list the new or amended *product specification* on the *WMSP* and the *WMPD*. A link to where the document may be obtained will also be provided on the *ABCB* website (www.abcb.gov.au). The *Administering Body* shall notify the proposer, the *Accreditation Body*, the *Approved Certifiers* and the State and Territory Plumbing Administrations of the new listing.
- 1.9.3 The new *applicable specification* is used to certify the *product* in accordance with the *Scheme Rules* and the *Manual*. Once certified and listed on the *WMPD*, the *product* is authorised for use in a *plumbing* or *drainage* installation.

Section 2 | New or Amended Product Specifications published by the ABCB

2.1 Introduction

- 2.1.1 **This section describes the procedure and requirements for new or amended product specifications intended for publication by the ABCB, i.e. a WMTS.** For *product specifications* to be published by third party standards writing bodies (e.g. Australian Standards, Australian/New Zealand Standards, technical specifications, international standards, industry standards, etc.), refer to **Section 1**.
- 2.1.2 The objective of the Protocol is to facilitate *ABCB* acceptance of the proposed document as being suitable for referencing in the *Scheme* by ensuring that:
- a) the *ABCB* and its stakeholders are fully informed about the progress of the development of the document including any impacts associated with the document;
 - b) consistent and transparent processes are used;
 - c) stakeholders have the opportunity to provide input and/or comment on the document during its development; and
 - d) the *WMTS* is technically robust and sufficiently generic to enable the evaluation of similar *product* types.
- 2.1.3 Where a new *product* cannot be evaluated against an existing *applicable specification* listed on the *WaterMark Schedule of Products (WMSP)*, an *Approved Certifier* / proposer may prepare and lodge an application to the *Administering Body* for a new or amended *WMTS* to be considered for use in the *Scheme*. The *Administering Body* administers the review and approval of the new or amended *WMTS* for inclusion on the *WMSP*. Once approval is obtained, an *Approved Certifier* can undertake an evaluation of the new *product* to be listed on the *WaterMark Product Database (WMPD)*.
- 2.1.4 Where a new *product* relates directly an existing applicable specification, amendments to the existing document should be developed in preference to a new *WMTS*.

2.2 Obligations of the proposer of a new or amended *WMTS*

- 2.2.1 The proposer of a new or amended *WMTS* to be referenced in the *Scheme*, and published by the *ABCB*, is responsible for complying with the following:
- a) supplying all documentation required by this Protocol;
 - b) meeting all costs associated with the development of the *WMTS* including the seeking of permissions to use any third party intellectual

property contained in the document and confirmation that those permissions have been obtained through a signed *Deed of Assignment* and Licence of Intellectual Property;

- c) providing the *Scheme Owner* with non-exclusive intellectual property rights to the *WMTS* for the purpose of publicity and education, but not for commercial gain, through a signed *Deed of Assignment* and Licence of Intellectual Property; and
- d) making the document available for publication by the *ABCB*, which will make it freely available from the *ABCB* website.

2.3 Summary of procedure

2.3.1 Where a suitable *applicable specification* is not listed on the *WMSP* there is the option to develop a new or amended *WMTS* for review and, if found acceptable by the Administering Body, published by the *ABCB* on its website and included on the *WMSP*.

2.3.2 In summary, this procedure, illustrated at **Figure A**, involves:

- a) contacting the *Administering Body* for a preliminary discussion on the proposal for a new or amended product specification
- b) applying to the *Administering Body* to consider a **proposal** for including a new or amended *WMTS* in the *Scheme*;
- c) on approval of the proposal by the *Administering Body*, **drafting** the new or amended *WMTS*;
- d) submitting the draft new or amended *WMTS* to the *Administering Body* for **review**;
- e) on acceptance of the draft by the *Administering Body*, arranging for **public comment** to be sought on the draft new or amended *WMTS* (the *Administering Body* will seek comment from the *WaterMark Technical Advisory Committee (WMTAC)* and the Plumbing Code Committee (PCC) at the same time, and consolidate this comment prior to its submission);
- f) following receipt of the public comment, arranging **finalisation** of the draft new or amended *WMTS*, in response to comment, for publication by the *ABCB* and submitting the final draft to the *Administering Body* for approval; and
- g) on approval of the final draft and publication by the *ABCB*, acceptance of the new or amended *WMTS* by the *Administering Body* and listing on the *WMSP* and the *WMPD*.

2.3.3 Details of the process are outlined in the following paragraphs.

2.4 PROPOSAL STAGE

- 2.4.1 The purpose of this stage is for a proposer to obtain *Administering Body* endorsement and agreement of scope for the development, revision or amendment of a *WMTS*.
- 2.4.2 When an application by a *manufacturer* or supplier is made to an *Approved Certifier* for WaterMark certification of a new *product*, for which no *applicable specification* is listed on the *WMSP*, the *Approved Certifier* shall undertake an initial review addressing the following points:
- a) a detailed description of the product;
 - b) justification for development of a new or amended *WMTS* supported by reasons why the *product* is not covered by an existing *applicable specification*;
 - c) a risk assessment carried out in accordance with the Protocol for the Assessment of Risks of Plumbing Products (refer Appendix 3 of the Manual);
 - d) a search of existing Australian and internationally recognised Standards (ISO, EN, ASTM etc.) that may be adopted or used as the basis of *WMTS* development;
 - e) existing approvals/certification of the *product* – including a statement as to the expected impact the proposed specification will have on any similar *certified product* types;
 - f) installation and maintenance instructions and requirements; and
 - g) a statement as to whether the *product* can be installed under the existing *Deemed-to-Satisfy Provisions* of the *PCA*, including its referenced documents.
- 2.4.3 The *Approved Certifier* / proposer will apply to the *Administering Body* to consider a proposal for a new or amended *WMTS*, submitting the items listed in 2.4.2 above to support the application.
- 2.4.4 The *Administering Body* will consider the proposal and provide a response within 4 weeks indicating whether or not it supports the proposal proceeding and the reasons for its decision. The *Administering Body* may seek comment on the proposal from the *WMTAC*.
- 2.4.5 If the proposal is supported by the *Administering Body*, the proposer may then commence developing the new or amended *WMTS*.

The *Administering Body* shall notify the *Accreditation Body*, the *Approved Certifiers* and the State and Territory Plumbing Administrations of the proposal.

2.4.6 If the *product* cannot be installed under the existing *Deemed-to Satisfy Provisions* of the *PCA*, the proposer may choose to:

- a) accept that each installation of the *product* must be assessed as a *Performance Solution* meeting the relevant *PCA Performance Requirements*; or
- b) pursue a change to the *PCA* or installation standard to allow it to be installed under a *Deemed-to-Satisfy Solution*.

Note: This process is separate and independent of the product specification development process, and if involving a change to a PCA referenced document, must be undertaken in accordance with the ABCB Protocol for the Development of NCC Referenced Documents.

2.5 DEVELOPMENT STAGE

2.5.1 The purpose of this stage is for a proposer to develop a new, revised or amended *WMTS* for publication by the *ABCB*, and approval by the *Administering Body* and listing on the *WMSP*.

2.5.2 Where supported, an application to review a new or amended draft *WMTS* shall be made by an *Approved Certifier* / proposer to the *Administering Body*. The application shall be submitted in the form of a **technical file** and should include as a minimum the following information:

1. *Executive summary* – a summary that includes the *product* type and application, *product* function, installation (*PCA*, AS/NZS 3500, etc.) issues and justification for consideration of the new or amended *WMTS*.
2. *Product details* – sufficient information to assess the operation and function of the *product* is to be provided and may include the following:
 - a) brief description and proposed use of the *product*;
 - b) *product* list, which differentiates by size and attribute;
 - c) *product* brochures, marketing information and labelling information;
 - d) applicable assembly drawings showing principal components;
 - e) applicable bills of materials nominating the principal material specifications;
 - f) *product* sample (or in the case of large items, where information on the *product* can be viewed, e.g. website);
 - g) installation/maintenance instructions (as submitted before, refer 2.4.2.f);
 - h) whether the *product* is currently covered by the *PCA*, AS/NZS 3500, etc. (as submitted before, refer 2.4.2.g); and
 - i) connectivity information, i.e. ability to interconnect with other *product* types.

3. *Risk assessment* – the results of a risk assessment carried out by the *Approved Certifier* in accordance with the Protocol for the Assessment of Risks of Plumbing Products. The results should include the risk rating and the proposed means of addressing each risk identified (as submitted before, refer 2.4.2.c).
4. *Research of relevant specifications or standards* – documentation of the research undertaken of relevant *specifications* or standards, detailing those used for the development of the draft new or amended *WMTS*, and listing the reasons for either acceptance or rejection of the researched *specifications* or standards. Include details of any secondary referenced specifications or standards.
5. *Draft WMTS* – the draft new or amended *WMTS* shall be prepared in accordance with this Protocol and shall be drafted using the WaterMark Product Specification Template available from www.abcb.gov.au. The *WMTS* shall address each of the risks identified in the Risk Assessment Report. A *Deed of Assignment* and Licence of Intellectual Property confirming permission to use third party intellectual property must be provided (refer clause 2.2.1b and 2.2.1c).
6. *Product history* – the *product* history is to include, as applicable, the following:
 - a) information on the performance history of the *product*;
 - b) information relevant to the current use of the *product*;
 - c) information on approvals to be installed in other markets; and
 - d) data on any field trials or *product*/operational appraisals.
7. *Test reports* – any relevant *test reports*/certificates covering the *product* in question.
8. *Current product certification* – information on any current applicable third party quality system/*product* certification that relates to the *product* type.

2.6 Review

- 2.6.1 The purpose of this stage is for the *Administering Body* to assess whether the **technical file** meets the requirements of this Protocol and whether the draft *WMTS* is suitable for release for public comment.
- 2.6.2 The *Administering Body* will evaluate the **technical file** and provide a response within 2 weeks as to whether the **technical file** is complete and whether the draft *WMTS* is suitable for release for public comment.
- 2.6.3 Where the **technical file** and/or the draft new or amended *WMTS* is rejected due to insufficient technical/*product* information and/or the draft *WMTS* does not comply with the template and content requirements, the *Administering Body* shall provide the reasons for its decision.

2.6.4 The *Approved Certifier* / proposer will have a period of three months to resubmit, or to request an extension for a further three months, after which the application will lapse.

2.6.5 Where the proposer does not agree with the reasons provided, the proposer may appeal to the General Manager of the *ABCB Office*.

2.7 Public Comment

2.7.1 The purpose of this stage is to ensure stakeholders are informed of the development of the proposed document, have an opportunity to provide input and/or comment during its development, and to enable the *Administering Body* to undertake a technical review of the document.

2.7.2 Following acceptance by the *Administering Body* of the draft new or amended *WMTS*, public comments will be sought by the *Approved Certifier* / proposer. The *Approved Certifier* / proposer shall consult with the *Administering Body* on the method of seeking public comment.

The public consultation period shall be not less than:

- a) 8 weeks or
- b) 12 weeks where the public consultation period coincides with the Christmas/New Year period.

The public consultation period may be reduced in some cases, e.g. for minor and/or editorial amendments, with the prior agreement of the *Administering Body*.

2.7.3 The *Administering Body* will seek comment from the *WMTAC* and the *PCC* at this time and provide consolidated comment to the *Approved Certifier* / proposer.

2.7.4 Following receipt of public comment, the *Approved Certifier* / proposer shall collate the comment received and any applicable resolution, and finalise the draft *WMTS*.

2.8 Finalisation

2.8.1 The purpose of this stage is to ensure comment received on the document during consultation is taken into consideration and concerns raised adequately resolved.

2.8.2 The *Approved Certifier* / proposer shall provide a final draft document to the *Administering Body* for approval. The *Approved Certifier* / proposer shall also provide a record of the comment received and any changes made to address the comment.

- 2.8.3 The *Administering Body* will, within 6 weeks, advise the approval or otherwise of the final draft. The *Administering Body* may seek comment from the *WMTAC* and *PCC*.
- 2.8.4 The *ABCB* will within 2 weeks, following a quality assurance process, publish the *WMTS* on the *ABCB* website.
- 2.8.5 Where the draft new or amended *WMTS* has been rejected, the *Administering Body* will advise the reasons for its decision.
- 2.8.6 Where the *Approved Certifier* / proposer does not agree with the reasons provided, the *Approved Certifier* / proposer may appeal to the General Manager of the *ABCB Office*.

2.9 ACCEPTANCE STAGE

- 2.9.1 The purpose of this stage is for the *Administering Body* to accept and list the *WMTS* as an *applicable specification* on the *WMSP* and *WMPD* for use in evaluating the new *product*.
- 2.9.2 Once the document has been published by the *ABCB*, the *Administering Body* will, within one week, list the new or amended *WMTS* on the *WMSP* and the *WMPD*.

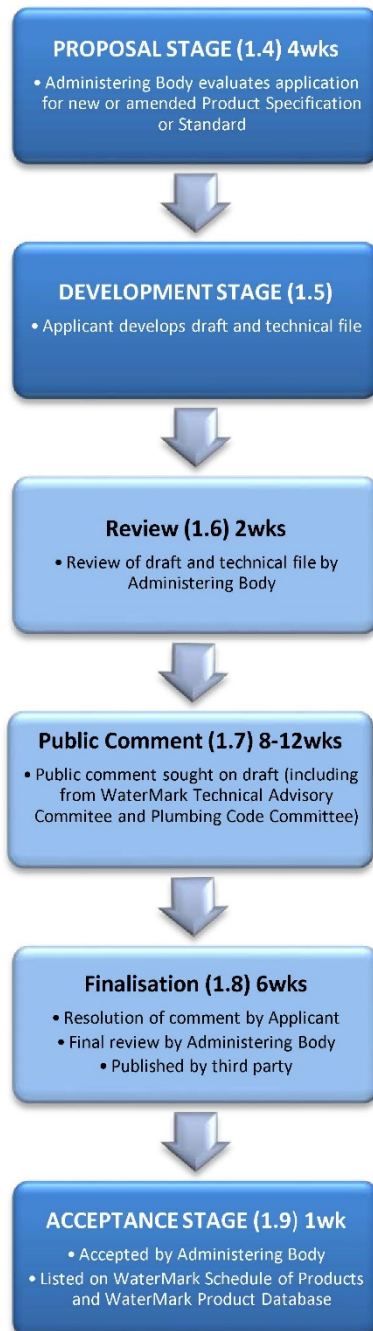
The *Administering Body* shall notify the proposer, the *Accreditation Body*, the *Approved Certifiers* and the State and Territory Plumbing Administrations of the new listing.

- 2.9.3 The new *applicable specification* is used to certify the *product* in accordance with the *Scheme Rules* and the Manual. Once certified and listed on the *WMPD*, the *product* is authorised for use in a *plumbing* or *drainage* installation.

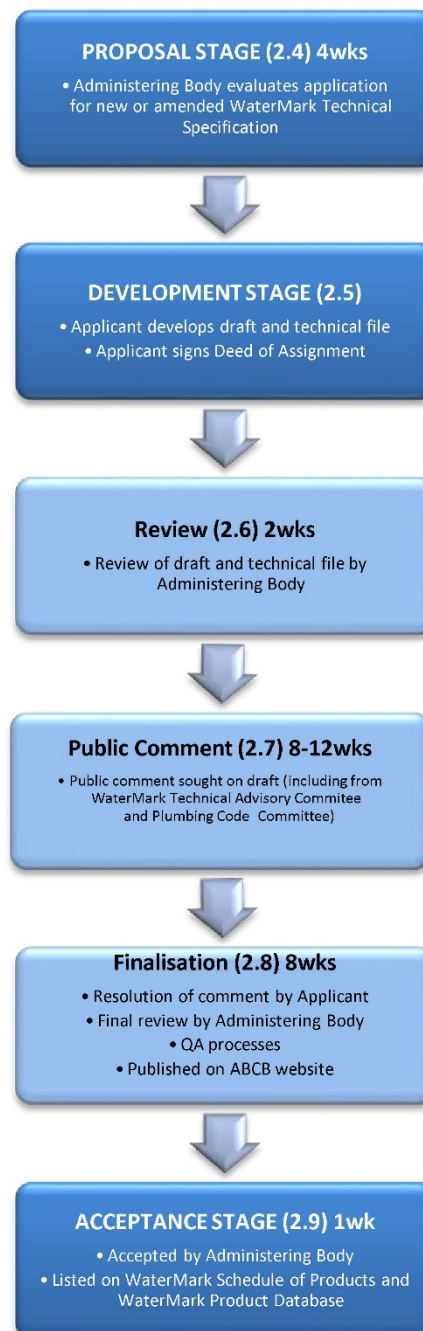
FIGURE A

WaterMark Product Specification Development

*New or amended
product specification to be
published by third party¹*



*New or amended
product specification to be
published by the ABCB²*



¹ Product Specifications or Standards are published by third party standards writing bodies

² WaterMark Technical Specifications are published by the ABCB

Appendix 5 | Requirements for a Quality Plan

An evaluation of a *Quality Plan* must include, but is not limited to, the following:

1. Does the *product* have a *Quality Plan* for its manufacturing?
2. What are the *Quality Plan* inputs? For example, what are the requirements on resources, and what are the *product specifications*?
3. What are the quality objectives as set out in the *Quality Plan*? As a minimum, the quality objectives must ensure that *certified products* released in the marketplace are the same as those that are submitted for certification, meet the *Certificate of Conformity* requirements and are expressed in measurable terms.
4. What are the individual management responsibilities for the *Quality Plan*?
5. How are documents and data for the *Quality Plan* controlled, for example, identified, reviewed, approved, distributed and accessed?
6. How are records related to the *Quality Plan* controlled? For example, what records are established and maintained? How long records must be stored for? What records will be made available to *product* users?
7. How are resources provided to meet each requirement in the *Quality Plan*? In particular:
 - a. material resources;
 - b. human resources; and
 - c. facility resources.
8. What does the *Quality Plan* state are the requirements to be met for the *product*? All requirements must be stated in measurable terms.
9. Are the production provisions, related monitoring and measurement processes for the *product* set out in the *Quality Plan*?
10. Does the *Quality Plan* specify how non-conforming *products* will be controlled?
11. Does the *Quality Plan* have recall procedures complying with, or similar to, the 'ACCC Consumer Product Safety Recall Guidelines 2015' that would effectively deal with non-conforming *certified products*?
12. What are the internal audit processes set out in the *Quality Plan* and are they suitable for the *product*?

Appendix 6 | Contact Us

AUSTRALIAN BUILDING CODES BOARD (ABCB)

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Australian Building Codes Board

Building Australia's Future

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