MANAGEMENT SYSTEMS CERTIFICATION REGULATION

AUDIT LIST

Ed.	Rev	Date	Reason	issued	checked	approved
01	00	06/12/18	New issue	RGQ	DT	DT
01	01	16/09/2019	Amendments paragraph 11 and 12	RGQ	DT	DT
01	02	18/03/2020	Entry par. 13.1; remote audit entry	RGQ	DT	DT
01	03	01/09/2020	Update for Remote Audit	RGQ	DT	DT
01	04	15/03/2021	Certification standards (Cap. 02)	RGQ	DT	DT
01	05	01/06/2021	Certification standards (Cap. 02) and Chapter 4 (ISO 20121 Surveillance)	RGQ	DT	DT
01	06	27/06/2022	Update Procedure Maintenance/Surveillance; Variation para. 8 with elimination of suspension for Major NC in Surveillance; Agg. Standard ch. 2;	RGQ	DT	DT

Summary

0. FOREWORD

The certification body **AUDIT SERVICE & CERTIFICATION Srl** in the following document will be referred to as **Organisation** and the client organisation will be referred to as the **Organisation**.

These Rules and Regulations are an integral part of the economic offer sent to the **Organisation** requesting certification services. By signing to accept the offer, the **Organisation** declares that it has read these Rules and Regulations and accepts the rules contained therein. The rules are understood to be in the current edition. In the event of transition periods resulting from the updating of the rules themselves, supplementary documents may be issued by the **Organisation to** regulate the transition period. These documents do not replace but supplement these rules.

1. POLITICAL ADDRESSES

The organisation operates according to the general criteria defined by the ISO 17021-1 Standard and, as an independent organisation, provides applicant companies with assessment and certification services for the conformity of their Management Systems to the requirements of the reference Standards. The **organisation** addresses all subjects present on the market, without discriminatory preconceptions, in order not to preclude or limit access to certification to anyone requesting it, regardless of size and membership of any group or association. The **organisation does** not provide any consultancy services aimed at implementing management systems.

2. REQUIREMENTS FOR CERTIFICATION:

To obtain Management System certification, the **organisation** must:

1 - having established, implemented and maintained active, for a period of at least 3 months, a Management System in full compliance with the requirements of the reference standard (Quality Management System *QMS* in accordance with ISO 9001:2015, Environmental Management System *EMS* in accordance with ISO 14001:2015, Occupational Health and Safety Management System *SGSSL* in accordance with ISO 45001:2018, Information Security Management System *SGSI in accordance with* ISO 27001 in its current edition, Corruption Prevention Management System *SGPC* in accordance with ISO 37001:2016, Business Continuity Management System *SGCO* in accordance with ISO 22301:2019, Food Safety Management System *SGSA* in accordance with ISO 22000:2018; ISO 20121:2013 Sustainable Event Management System; ISO 22483:2020 Tourism Services Management System, ISO 39001:2016 Road Traffic Management Systems; ISO 37301:2022 Compliance Management Systems, ISO 50001:2018 Energy Management Systems; ISO 27701:Privacy Information Management). The Management System is considered fully operational when:

- is applied;
- all mandatory obligations related to the products/processes subject to certification are identified and managed;
- internal audits are planned and carried out;
- at least one management review of the system has been carried out and documented;
- the objectives and processes necessary to achieve results in accordance with the organisation's requirements

and company policies have been defined;

- such processes were developed;
- monitoring and measurement of processes against policies, objectives and mandatory product/process requirements were carried out and recorded;
- Actions for continuous process improvement have been implemented.

2 - have the documentation and records required by the Standards subject to certification.

3. CERTIFICATION PROCEDURE

Certification exclusively concerns the conformity of management systems with reference standards; compliance with current legal provisions is the sole responsibility of the certified company. Access to certification is open to all **organisations that apply for** it, by submitting a formal request to the **Organisation** through the specific "Application for Certification", and that undertake to comply with the provisions of the contract with the **Organisation** itself and these Rules and Regulations in the latest applicable version. Acceptance of the application, issue of the certification and maintenance of its registration shall entail payment of the agreed amounts. Failure to fulfil these obligations, on the established due date, shall entail suspension or revocation of the certificate in accordance with the following paragraphs.

3.1 Request for Certification

Organisations interested in certification may request an offer from the Organisation, by sending the "Application for Certification" form, available on the website, filled in in all its parts (this form is filled in by the **Organisation** itself, which assumes responsibility for the data it contains), together with any documents requested.

3.2 Offer for Certification

On the basis of the data contained in the "Application for Certification", the **Organisation** assesses its capacity to carry out the order, examining the scope of the certification, any exclusions, the number of employees, the location of any sites and/or yards, the EA sector for which certification is requested and the availability of auditors qualified in the sector. After carrying out these assessments, it prepares the economic offer for the requested certification(s) in accordance with the applicable fee schedule. With reference to occupational health and safety management systems, employees working under the same management system, provided by the certifying organisation, at other sites are included in the calculation and must be periodically verified. Other factors considered for the total and partial verification of other sites are: level of risk associated with activities carried out at these sites, contractual agreements, certification by other bodies, accident and near miss statistics.
The cost of the certification activity is proportional to the number of man-days required to assess the **organisation**'s management system and is based on the size of the company (number of employees, sites and their geographical location), the complexity of the products/processes/services and the type of certification required, as prescribed in the reference IAF document.
This is specified separately in the offer:

- the cost of the certification audit (split by Phase 1 and Phase 2) or Renewal;

- the cost of surveillance/maintenance audits;
- any additional expenses (auditor travel costs, additional audits, certificate remissions or other specified costs);
- the duration of any renewal audit (indicative value only);
- the rationale adopted for the determination of man-days of audits.

3.3 Multi-Site Organisation Management

An organisation is defined as multi-site when it operates several permanent sites under one central office that has set up a system compliant with the relevant regulations.
The activities to be managed by the **organisation**'s central function are:

- Training Needs Assessment;
- Control of documentation and its modifications;
- Management review of the management system;
- Complaint handling;
- Evaluation of the effectiveness of corrective and preventive actions;
- Planning and execution of internal audits and evaluation of their results. Multi-site allows sampling of sites as long as:
  - the processes at all sites are essentially of the same kind and are carried out using similar methods and procedures. Where there are different processes, these must be linked (e.g. production of elements at one site, assembly of the same at another);
  - the management system is managed and administered centrally and is subject to review by the central management.

For the determination of site sampling and the definition of audit man-days for the purpose of issuing the offer, reference is made to document IAF-MD-05 and to the provisions of document IAF-MD-01.
Prior to the initial audit by the **organisation**, the **organisation** must have carried out an internal audit for each site and verified the conformity of its management system with the reference standard.
The **organisation** plans the sampling of sites by also assessing:

- Requirements related to local variables;
- Sectors or activities falling within the scope
- Size of sites;
- Presence of temporary construction sites;
- Variations in the implementation of the management system arising from local requirements (e.g. different contractual or regulatory systems).

In the case of **organisations** providing services, any sites that are temporarily not ready to be audited may be excluded from certification, subject to notification by the organisation itself.

Based on the information provided by the **organisation**, the **organisation** establishes the applicable sampling plan. This activity is performed during the audit process and may also be performed after the audit at headquarters has been completed. In any case, the organisation informs the central office of the sites to be sampled.
The organisation issues a single certificate with the name and address of the organisation's headquarters and an annex for each of the sites. For any major and/or minor nonconformities found at a single site during the audits, the organisation must assess whether they relate to deficiencies attributable to more than one site and, if appropriate, take corrective action at both the headquarters and the other sites. If the major and/or minor non-conformities are not of the above type, the **organisation** must provide adequate evidence and justification to limit the extent of the corrective action taken. In the event of major non conformities, even on a single site, the certification process is totally suspended until they are resolved; in addition, it is not permitted to exclude the site/s at which the major non conformities occurred. The **organisation** must keep the **Board** informed of the closure of any site covered by the certification; in the absence of such information, the Board may proceed to suspend or revoke the certification. New sites may always be added, during surveillance audits, renewal of certification or following special audits requested by the **organisation**.

3.4 Application for Certification

The **organisation** intending to accept the certification offer signs the "Offer" and sends it to the **organisation**.

This action testifies to the **organisation**'s clear willingness to proceed with the certification process, accepting what is set out in the terms, general conditions and these Rules.
Upon receipt of acceptance, the **organisation** performs a review and sends an order confirmation to the **organisation** which starts the certification process.

3.5 Communication of activities

For each audit, the date and the names of the members of the Audit Team are communicated in writing. The organisation may appeal (in writing and with reasons) against the appointment of the members of the Audit Team. In the absence of notification of change requirements within 5 days of receipt of the communication, the dates and auditors communicated shall be considered tacitly confirmed. In the event that the Organisation communicates its unavailability to receive the audit beyond the terms defined above, the Organisation reserves the right to invoice the cost of the activity already performed as per the existing contract.

3.6 Pre-Audit (optional)

The **organisation** may request the **body** to carry out a pre-audit to assess the state of conformity of its management system with the reference standard. This audit is documented but has no effect on the subsequent conformity assessment process for the issue of certification.
A copy of the report issued to the **organisation is** kept in the relevant file, but it does not affect the duration of the certification audit, and findings made during the pre-audit are not verified during the certification audit. The cost of the pre-audit is agreed between the **body** and the **organisation** and invoiced separately.
In order not to incur the risk of providing consultancy services, the **Organisation** performs, upon request, a single pre-audit at the **Organisation,** the duration of which may not exceed 2 (two) man/days for each scheme requested.

3.7 Audit Planning

The **organisation** sends formal communication to the **organisation** with the names of the Audit Team.

The appointed Lead Auditor agrees the dates for the audit with the **Organisation** and then sends the audit plan, taking into account the shifts performed. For Phase 1 planning, the audit plan is normally replaced by the information sent with the order confirmation.

3.8 Audit and Workplace Safety

The **Organisation** undertakes to provide the **Entity** with complete and detailed information on the specific risks existing in the work environment in which the auditors are to work. The **Organisation** also undertakes to promote, through its appointee, cooperation and coordination for the purposes of implementing the measures and interventions for the protection and prevention of occupational risks that affect the work activities of the auditors appointed by the **Organisation**, and that require the protection of both workers and all other subjects operating or in any case present in the same work environment.

3.9 Initial Audit

The Management Systems Certification scheme divides the initial audit into two phases called Phase 1 and Phase 2. Phase 1 and Phase 2 are carried out at different times and both are performed at the organisation's site. For QMS certification, Stage 1 and Stage 2 may be consecutive.

For EMS and/or SGSSL certifications, this may only apply to organisations with less than 10 employees and low or limited environmental impact and/or low associated risks. In such cases the **organisation** must be aware that the planning of Stage 2 may not be accurate and that the possible detection of a Deficiency classifiable as a Major Nonconformity in Stage 1, would not allow the successful completion of Stage 2, although already planned.

3.9.1 Phase 1 Audit

Phase 1 is carried out at the **organisation** in order to gain an overview of the activities.

The **Organisation** undertakes to make available the resources necessary to ensure the smooth running of the Audit. The purpose of the Stage 1 audit is to:

- auditing management system documentation;
- assess the location and particular conditions of the site;
- undertake an exchange of information with staff in order to establish the degree of readiness for the Phase 2 audit;
- review the status and understanding regarding the requirements of the standard, with particular reference to the identification of key performance or significant aspects, processes, objectives and operation of the management system;
- gather the necessary information regarding the scope of the management system, processes and location(s) of the client, including the relevant legal and regulatory aspects and compliance with them (e.g. quality, environment, legal aspects related to the business, associated risks, etc.);
- Review the allocation of resources for the Phase 2 audit and agree on the details of the Phase 2 audit;
- focus on the planning of the Phase 2 audit, acquiring sufficient knowledge of the

management and activities of the client's site, with reference to possible significant aspects;

- assess whether the internal audits and management review have been planned and carried out and that the level of implementation of the management system provides evidence that the client is ready for the Stage 2 audit.

Only after completing Phase 1, and depending on the conclusions drawn, will it be possible to perform Phase 2.

The maximum time that may elapse between Phase 1 and Phase 2 is six months, after which the Phase 1 Audit must be repeated. Any findings are referred to as Deficiencies (CA), those that, if not managed and resolved, could become Non-Compliances at Stage 2, making it impossible for the Audit team to propose certification. In the case of deficiencies relating to the application of legislative requirements, not even indirectly connected with the scope of certification, the Audit Team shall record them in the appropriate section of the Audit Report.

The maximum time for the resolution of deficiencies identified in Phase 1 is 30 days.

3.9.2 Certification Audit (Phase 2)

At the conclusion of the Stage 1 Audit, the Stage 2 Audit may be planned, with the limitations/prescriptions indicated in the previous paragraph. The **Organisation** undertakes to make available the resources necessary to guarantee the regular performance of the Audit.
Phase 2 is carried out at the **organisation in** order to verify the correct application of the Management System. The objective of Phase 2 is:

a) verify the correct handling of any deficiencies detected in Phase 1;

b) confirm that the **organisation** implements its policies, objectives and procedures;

c) confirm that the Management System complies with all the requirements of the reference standard and is achieving the **organisation**'s policy objectives.

The manner in which the audit is conducted does not differ from Phase 1. In Phase 2, any findings are classified into Non-Conformities (NC) and Observations (OSS).
A finding is defined as "Non-Conformity" in the face of:

1) absence and/or non-compliance with a requirement expressed by:
    a. Reference standard
    b. Mandatory product/process requirement
    c. This regulation
    d. Regulations of the Accreditation **Body**
    e. Elements that could invalidate the effectiveness and/or functioning of the Management System itself
2) several Comments relating to the same requirement of the Standard;
3) an Observation that persists over time with the same characteristics.

A finding is defined as "Observation" (OSS) when a requirement expressed in the reference standard and/or in the applicable Body Regulations and/or in the Accreditation Body Regulations, is partially

applied/fulfilled without invalidating the effectiveness and/or functioning of the Management System itself.
With reference to SGS audits, a major NC referring to the following may be downgraded as an Observation in exceptional cases

legal requirements, for which the organisation is able to demonstrate the following:

- the presence of an Adaptation Plan agreed with the competent authority to achieve full compliance;
- This Plan must already be implemented in the Phase 2 Audit.
- This plan must be considered as a priority within the health and safety system.

The audit team must gather evidence to confirm that the health and safety system is capable of achieving the required compliance, through the full implementation of the compliance programme agreed with the competent authorities, within the timeframe of the plan.
A comment is not a remark, a "Comment" (C) is defined as an opportunity for improvement in the documentation and/or implementation of the **organisation**'s Management System, without prejudice to its conformity and effectiveness.
The **Organisation** is required to formally communicate, within 15 days from the date of the audit, the proposals for Corrective Actions for the findings that have emerged, the causes that have generated them and the relative implementation timescales, on its own forms or on the form of the **Organisation that** can be downloaded from the Internet site. Corrective action proposals will be subject to verification and approval by the Lead Auditor. The closure of corrective actions, in the case of Non-Compliance, must take place within six months of Phase 2, under penalty of forfeiture of the certification process.
Corrective actions shall be deemed accepted by the **Organisation** if the **Organisation does** not receive communication to the contrary within thirty days of their transmission.
In the event of a Major Non-Conformity, a supplementary audit (see next paragraph) must be provided for, which may be documentary or in the field. Verification of the effectiveness of follow-up actions for the management of Minor Nonconformities are normally assessed at the next audit.
All findings revealed during the audit and contained in the Report will be confirmed by the **Entity**, which, following verification, may request additions within 30 days. After this deadline, the conclusions contained in the Report are deemed automatically approved. Once the file is complete, it is sent to the Resolution Committee for a decision on the issue of the certificate.

3.10 Supplementary Audits

The **organisation** may schedule a supplementary audit as a result of:

- closure of findings during an audit;
- reports/complaints received by the **organisation** about the **organisation**;
- organisational/corporate changes, involving substantial modifications;
- requests for extension/reduction of scope;
- procedures for the reactivation of certification following suspension;
- direct or indirect knowledge on the part of the organisation of the occurrence of serious incidents or breaches of

law, in

health and safety in the workplace.

- investigations following non-compliance with legislation.

The additional costs of the additional audits are borne by the organisation and evaluated according to the offer signed by the **organisation**.

3.11 Audits at short notice or no notice

It may be necessary for the **organisation to** conduct short notice or unannounced audits of certified **organisations to** investigate complaints, in response to substantial changes, as an action following suspension of certification, or to investigate a serious incident.
The additional costs of the additional audits shall be borne by the **organisation** and evaluated on the basis of the offer signed by the organisation. In the event that the audit is performed in response to a complaint from the market, the costs shall be borne by the organisation only if non-compliant situations are found at the conclusion.

3.12 Actions following the Certification Audit (Phase 2)

On the basis of the findings during the audit, the **organisation** verifies the entire dossier and decides on the forwarding of the dossier to the Resolution Committee, which will consider the granting of certification.

The Deliberation Committee is empowered to:

- Deliberate the certification by approving the issuance of the certificate;
- Deliberate on certification, indicating modifications and/or limitations;
- Request additional investigations before deliberating;
- Do not decide on certification, considering the level of implementation of the system to be inadequate.

The Resolution Committee may deem it necessary and envisage an additional audit at the **organisation** if the objective evidence gathered does not fully support the judgement of conformity. In this case, any additional audit activity must be formally communicated, agreed and planned with the **organisation**.
The outcome of the Stage 2 Report, communicated to the **Organisation** during the final meeting, may be confirmed and/or modified depending on the results of the supplementary audit performed by Lead Auditors other than the one appointed for the first audits. These types of audits are the full responsibility of the **Organisation**.
Following approval by the Resolution Committee, the "Certificate of Conformity" is issued. After the appropriate administrative checks attesting to the payment of the invoices by the **Organisation**, the original Certificate is sent.

3.13 Ability to use external resources

For the performance of the activities covered by the contract, the **Entity** may make use of both employees and external parties acting on its behalf, provided that they are duly qualified. These persons shall comply with all the duties incumbent on the **organisation,** including those of independence and confidentiality.

3.14 Remote Audit

In situations where it is impossible to carry out on-site audits, as governed by IO 01, the possibility is authorised to plan and carry out the planned audits on-line (remotely), through the following tools: Skype, Zoom, Video calls, web platforms and any other assimilable tool.

The application of the CAAT methodology is not intended as a means of reducing audit times, but as a useful tool for conducting effective audits in periods and conditions that make on-site audits impossible or risky. Audits must always be conducted in accordance with the AS&C Procedure, with one exception concerning the transition from on-site to on-line audits.

AS&C does not authorise the taking of photos of meetings and persons, as governed by the specific requirement of these rules.

Extraordinary Audits

In this case, the AS&C office must be contacted in order to finalise the conduct arrangements

4. MAINTENANCE/SURVEILLANCE PROCEDURE

The **organisation** implements procedures for the maintenance/monitoring of certified management systems in order to verify continued compliance with the requirements of the standard.

This control is carried out by means of surveillance audits performed, usually, on an annual basis. It is appropriate to specify that the frequency of surveillance audits is decided by the Resolution Committee at the time of examining the results of the certification audit (also on the Lead Auditor's proposal), therefore they may expire earlier. In any case, at least one audit must be carried out every calendar year, except in exceptional cases justified with specific authorisation by the **Organisation**.

The programme of surveillance audits is proposed by the Lead Auditor on the basis of the results of the last audit performed, so as to cover, throughout the three years of validity of the certificate, the entire Management System of the organisation. The three-year programme is also approved by the Deliberation Committee during the final decision to issue the certificate; the dates indicated on the audit plan may be brought forward according to the requirements of the **organisation** and/or **body**, always guaranteeing at least one audit each calendar year. The first surveillance audit referring to the first certification cycle must be performed no later than 12 months from the certification decision (date of deliberation), otherwise the certificate will be suspended. The second surveillance audit must be performed within 24 months of the certification decision (date of deliberation); in the event of justified reasons communicated by the organisation to the Board, it will be possible to postpone the surveillance for a maximum of 3 months. This rule will also be applied for all surveillance following renewals.

At the Lead Auditor's or Resolution Committee's discretion, an earlier surveillance may be requested where there is no need for a supplementary audit but a closer inspection is deemed necessary (e.g. due to criticality or large number of observations, ongoing authorisation processes, expected changes to the client organisation, relocation).

During surveillance audits, the **Organisation** issues the invoice for the activities, in advance of the audit date. It is the **Organisation's** responsibility to pay the invoice before the audit is performed.

If this is not the case, the Audit Team may issue a Non-Compliance with closure to be implemented within 3 months or certification will be suspended/withdrawn.

In the presence of major nonconformities, or minor nonconformities the number of which, in the opinion of the audit team or the resolution committee, is such as to prejudice the correct operation of the System, the organisation is subject to a supplementary audit within the time limits established by AS&C in relation to the importance of the nonconformities (major or minor) and, in any case, no later than six months after the end of the surveillance audit to verify the effectiveness of the corrections and corrective actions proposed.

In the event that major nonconformities are not resolved within the established timeframe or if the minor nonconformities detected are such that they do not ensure the compliance of the products/services supplied with customer requirements and applicable legal regulations, AS&C proceeds to suspend certification until the nonconformities themselves (major or minor) have been corrected

In addition to the general rules just outlined, the following applies to ISO 20121: Category A

Organisation responsible for the sustainable event management system

1) Organisation responsible for the sustainable management system of the event without identification on the certificate of one or more events: for this category, the general lines determined above are followed, with annual monitoring.
2) Organisation responsible for the sustainable management system of the event with the identification in the certificate of one or more events: For surveillance, in this case, if, on the other hand, these are periodic events (e.g. half-yearly, annual, biannual exhibitions), the audit frequency may be adapted according to the cadence of the various editions of the same event or the management cycle of the event, while the duration of the audits may vary. However, an annual audit must be guaranteed. During the surveillance cycle, the organisation responsible for the sustainable management system must give evidence of the application of the standard for the events reported on the certificate. The CB must perform at least one audit during each event reported on the certificate, during the three-year certification cycle (unless the frequency of the event is more than three years).

Category B

Organisations offering services for sustainable events (e.g. catering companies, temporary work, hostesses, security and stewardship, energy, chemical toilets, consulting, marketing).

For this category, the general lines determined in this section are followed, with annual surveillance. During the surveillance cycle, the organisation must enable the GVI to carry out at least one inspection during an event.

Category C

Facilities and platforms at which events are held (e.g. exhibition centres, conference centres, hotels, stadiums, sports halls, publicly owned or managed areas and facilities).

For this category, the general lines determined in this section are followed, with annual surveillance. During the surveillance cycle, the organisation must enable the GVI to carry out at least one inspection during an event

5. EXTENSION/REDUCTION OF CERTIFICATION

The **organisation** may request certification extensions or reductions, which may concern: scope, products/services, sites, etc....

The request for extension/reduction must be submitted in writing to the **organisation** together with documentation proving the changes to the management system.
The **organisation will** assess the requests and inform the **organisation** of the need for additional audits to assess compliance with the requests made. The supplementary audits are conducted according to paragraph 3.10.

6. RENEWAL PROCEDURE

Before the expiry of the certificate, the organisation must sign the renewal offer received from the **organisation**. Once the signed offer has been received by the organisation, it proceeds as indicated in the previous paragraphs, noting that in order for renewal to be possible, all the stages (execution of the audit and Resolution) must take place before the expiry date of the certificate itself (within three years of the date of issue).

Extensions to the expiry of the certificate should not be allowed.

- When certification renewal activities are successfully completed before the expiry date of the existing certification, the expiry date of the new certification may be based on the expiry date of the previous certification. The date of issue of a new certificate must correspond to or follow the certification decision
- If the renewal activities are not successfully completed by the expiry date of the certificate, but in any case within 6 months of successful expiry, the certificate is reissued and, at the choice of the organisation, validity dates can be indicated according to 2 options:
    - Highlight on the certificate the period of invalidity of the certification (the period from the expiry date of the previous certification cycle to the date of the resolution to reinstate certification) and with the expiry date based on the date of the previous certification cycle.
    - Do not quote the start date of the previous cycle, but the issue date must be subsequent to or coincide with the renewal resolution date, and the expiry date must be consistent with the previous cycle
- If renewal activities have started 6 months after the expiry of the certificate, an initial audit (phase 1 + phase 2) will be carried out and a new certificate will be issued without maintaining the certificate's historicity.

Any suspension of the certificate does not allow the expiry date to be postponed.

7. TRANSFER OF CERTIFICATION FROM ANOTHER BODY

Transfer of a certification is understood as the recognition by the **organisation of** an existing and valid Management System certificate for the purpose of issuing its own certificate.

The certificate to be transferred is considered existing and valid if issued by another organisation accredited by an organisation signatory to MLA IAF mutual recognition agreements, otherwise the **organisation** will consider the **organisation as a** new client and will proceed with the procedure envisaged for new certifications.

In the event of a take-over, the **organisation** undertakes to provide the **organisation with the** following information/documents:

- written communication, of the reasons that led to the request for transfer (Annex A of the Informative Questionnaire);
- declaration that the certificate in their possession is not suspended/withdrawn or threatened with suspension by the issuer (Annex A of the Information Questionnaire);
- declaration of absence of legal proceedings with supervisory bodies for non-compliance with legislative requirements (Annex A of the Informative Questionnaire);
- documentation, in copy, relating to the entire certification process in their possession, including the status of the findings made by the transferring body;
- list of complaints received from its customers and the actions taken;
- copy of the current certificate;
- copy of the Chamber of Commerce certificate.

Upon receipt of all documentation, the **organisation** reviews it in order to verify:

- that the **organisation**'s activities fall within the scope of its accreditation;
- the reasons for the request;
- that the **organisation**'s certificate, whose transfer is requested, is valid in terms of authenticity, duration, purpose and possible exclusions;
- the current status of any open NCs and reports of previous audits of the transferring entity;
- any complaints/complaints received by the **organisation** and the actions it has taken to resolve them;
- contact, if necessary, the issuing institution in writing requesting information on the validity of the certificate.

Following the results of the review, in cases deemed necessary, the organisation may provide for an on-site visit to the **organisation**.

If the certificate was issued by a body not accredited by IAF MLA signatory bodies, or the Preliminary Review was not sufficient to verify the situation, the **organisation will** inform the **organisation** that it will be

considered as a new customer, stating the reasons, so the process will follow the same as for new certifications.

In the event that the certificate was issued by entities that have ceased operations or have been revoked by the

accreditation, in addition to the documental review, the **organisation** will always carry out a Supplementary Audit in the company to verify "de facto" compliance of the company's Management System with the standard. Acceptance of the transfer request will be subject to the outcome of the audit itself.

If the prior review is successful, the offer is issued. When the **organisation** accepts the offer, the **organisation issues the** certificate keeping the first issue and expiry dates unchanged, indicating as the current issue date the date of the **organisation**'s final decision. The **organisation** will notify the previous organisation by e-mail of the transfer of the certificate and will schedule audits according to the original frequency. Failure to comply with all the above conditions, or the provision of misleading information to the **organisation**, will block the start of the transfer process, or its completion.

8. SUSPENSION OF CERTIFICATION

Certification may be suspended, for a maximum period of six months, in the event that

- the organisation refuses the presence of the Accreditation Body during the scheduled audits (in this case, the suspension may be for a maximum of three months);
- following a supplementary audit, if it is found that all or most of the previously reported Non-Compliances remain (Corrective Actions not taken or not effective);
- the **organisation does** not implement the required Corrective Actions within the specified time;
- there are serious deficiencies relating to the **organisation**'s management system on the basis of complaints, legal actions and other objective evidence even not resulting from inspections, e.g. serious accidents or legal violations for occupational health and safety management systems that have led to the intervention of the competent authorities;
- the **organisation does** not allow maintenance/supervision audits to be carried out at the planned time intervals;
- the **organisation** makes incorrect or misleading use of the certification;
- the **organisation does** not respect the terms of payment of certification costs;
- the **organisation** does not accept any changes to the certification regulations;
- the **organisation** damages the reputation of the organisation by its conduct;

The **organisation** may voluntarily and justifiably request the **organisation** to suspend certification for a period not exceeding six months. The period of suspension does not alter the validity dates of the certificate.

Suspension is notified by the Legal Representative of the **Organisation**, by registered letter or certified mail, indicating the effective date, the prohibition to use the logo of the **Organisation** and the conditions necessary for reactivation of the certificate. The Certificate will be reactivated by the **organisation** only after ascertaining that compliance with the requirements has been restored.

If the causes that led to the suspension are not eliminated within the established deadlines, the **organisation** will proceed to revoke the certification.

9. REVOCATION OF CERTIFICATION

The revocation and consequent cancellation and withdrawal of the management system certification is proposed by the **organisation**

and approved by the Deliberation Committee in the following cases:

- non-compliance with the requirements and prescriptions contained in these regulations;
- failure to remove, within the prescribed time limits, the causes that led to the suspension of certification;
- management system that does not guarantee compliance with mandatory product and/or service requirements;
- failure of the Management System to keep in check the mandatory requirements arising from occupational health and safety or environmental laws (in the case of SGSSL and/or EMS certificates)
- serious deficiencies in the **organisation**'s management system are found on the basis of complaints, legal actions and other objective evidence, including those not resulting from inspections, e.g. serious accidents or legal violations for occupational health and safety management systems that have led to the intervention of the competent authorities;
- repeated failure to comply with commitments made to the **organisation**;
- the organisation refuses the presence of the Accreditation Body during scheduled audits (after a three-month suspension);
- cessation of activities for which the organisation has obtained management system certification;
- bankruptcy or liquidation. Withdrawals relating to:
- persistence of the delinquency condition;
- request by the organisation

are decided directly by the organisation without the involvement of the Deliberation Committee.

The decision to revoke management system certification is communicated to the **organisation by** registered letter or certified mail by the **organisation**'s Legal Representative. Following revocation, the **organisation** undertakes to:

- return the original of the certificate to the **Organisation** and not to use any copies or reproductions thereof;
- remove any reference or symbol of certification from letterheads, technical documentation and advertising;
- immediately suspend the use of the **organisation**'s logo and trademark.

Withdrawal of certification does not give the right to any refund on activities already performed and invoiced.

10. WAIVER OF CERTIFICATION

The **organisation** may renounce its Management System certification:

- at the end of the three-year period;
- in the event of a change in the reference standards;

- in the event of non-acceptance of any revisions of these regulations;
- in the event of non-acceptance of changes in economic conditions;
- by termination of the contract for good cause (e.g. cessation of business or transfer of business to a different legal entity, legal provisions, etc.).
- in case of transfer of certification to another body.

The **Organisation**, having taken note of the renunciation and its reasons, sends formal notice to the **Organisation**.

11. COMPLAINTS, APPEALS AND LITIGATION

The Organisation is entitled to submit complaints in writing. A complaint is an explicit and documented manifestation of dissatisfaction with certain aspects of the Organisation:

- administrative aspects;
- technical and performance aspects;
- non-acceptance of decisions taken in the course of audit activities.

The complaint must be addressed to the Legal Representative of Audit Service & Certification within 15 days of the triggering event, making explicit reference to the situation that occurred (in accordance with this paragraph).

The **organisation** will register the complaint received, analyse the situation described and give a written response (by the Legal Representative) to the organisation within 30 days of receipt, with the outcome of the investigation and the relevant decisions.

Appeals, on the other hand, may be filed by interested parties against any decision of Audit Service.

The appeal must be submitted in writing using form P08 02 by mail, fax or post, setting out the facts, grounds and circumstances that led to the appeal against a decision of Audit Service.

Upon receipt of the appeal, RGQ submits its contents to the Sole Administrator. The Sole Administrator shall initiate the appropriate investigations and, if the appeal is not accepted, shall notify the party concerned of the reasons within 30 days by pec (certified electronic mail) or registered mail.

The Sole Administrator for the analysis of the appeal uses a team of experts, uninvolved in any decision or audit activity, and informs the client within 15 days of receipt of the appeal. The appellant may object to the composition of the team and request the presence of its representative at meetings. Investigations are carried out through analysis of all necessary documents, analysis of audit documents, and interviews with the personnel involved.

If the appeal is well-founded, on the other hand, the Sole Administrator, in order to guarantee the full independence of the decision-making body, appoints an arbitration board, which will investigate and decide the matter.

The Sole Administrator will notify in writing the acceptance of the appeal, update the interested party on the resolution process, and communicate the names of the members of the Arbitration Board, obviously not involved in the certification process, within 60 days of receipt.

The arbitration panel will be composed of three members, one of whom will be an expert in the field, one in agreement with the party concerned and the third acting as chairman, appointed in agreement with the other two arbitrators.

The Sole Administrator will immediately communicate the decisions taken.

At the end of the process there can be two decisions:

1) confirmation of the work of Audit Service

2) Modification of previous Audit Service decisions, stating reasons and subsequent actions

the appeal is deemed to be closed with the full satisfaction of the party concerned and a written notice attesting this status.

Decisions made, actions taken, resources used are recorded on form P08 01 Register NC, AC and AP. All appeals are submitted to the ISC (Committee for Safeguarding Impartiality) at the first useful meeting or in extraordinary convocation for particularly serious cases.

In the absence of an agreement, the dispute will be referred to the President of the San Marino Court.
The costs incurred shall be borne entirely by the losing party. The place of jurisdiction shall be San Marino.

12. USE OF THE LOGO AND CERTIFICATE

Once the **organisation has** received the Certificate and relative logo from the **organisation**, it has the right to publicise the fact that it has obtained certification of its Management System in the ways it considers most appropriate, provided that correct reference is always made to the object and limits of the certification obtained. Certification is issued to the **organisation** limited to the standard, certified activities and sites (operating units) indicated on the certificate and is not transferable or extendible to other units or activities. The use of the logo and the certificate and their dissemination must refer exclusively to the services subject of the audits performed and the conformity certificates issued by the **organisation**. The certification logo may be used on documents, stationery, advertising material. Such use must always be combined with the brand and/or company name of the certified organisation, highlighting any aspects not covered by the certification held. It is forbidden to use the certification logo on the product, on product packaging, type labels on the product, identification plates on the product, adhesive tape on the product or in any other way that could be interpreted as an indication of product conformity.

Only on the packaging of a product or within the accompanying information may one of the following statements be used:

"Name or Brand of the Certified Organisation" has a "management system (e.g. Environmental Management System)" certified by Audit Service in accordance with standard XXXX (e.g. ISO14001)".

The organisation must obtain prior authorisation from Audit Service for the use of statements other than the above.

The packaging of a product is considered to be that which can be removed without the product being disintegrated or damaged.

Accompanying information is considered to be that which is available separately or easily separable. The right to use Audit Service's trademarks may in no way be transferred by Organisations to third parties.

General characteristics of the logo:

- the logo may be enlarged or reduced as long as the proportions and colour are respected and perfect legibility is ensured;
- the use of the logo must not give rise to misinterpretation, in particular, it must not be confused with a product certification mark and must therefore not be affixed to products or their packaging; the logo must not be affixed to certificates and test, analysis or calibration reports issued by laboratories;
- the use of the logo must immediately cease in the event of forfeiture, suspension or revocation of certification; in such cases, the organisation must ensure that it is removed from all documents on which it was displayed.

Audit Service prohibits the use of the logo on test, calibration or inspection reports or certificates.

Audit Service requires, by means of legally valid contracts, that the certified customer:
a) complies with the requirements of the certification body when referring to its certification status in media such as the Internet, brochures or advertising material or other documents;
b) not make, nor allow, any misleading statements regarding its certification;
c) does not use, or allow the misleading use of, a certification document or any part thereof;
d) discontinue the use of all publicity materials referring to the certification, in the event of revocation of the certification, as requested by the certification body (see Section 9.6.5);
e) rectify all advertising materials if the scope of certification has been reduced;
f) not allow references to the certification of its management system to be used in such a way as to imply that the certification body certifies a product (including a service) or a process;
g) does not imply that the certification applies to activities and sites that are outside the scope of the certification;
h) does not use its certification in such a way as to bring the certification body and/or the certification system into disrepute and undermine public confidence.

Audit Service will monitor the use of the logo by its customers and initiate actions to address incorrect references to certification status or misleading use of the logo. Actions may include requests for corrections and corrective action, suspension, revocation of certification, publication of the transgression, and, in appropriate cases, legal action.

For accredited sectors, the certificate will also bear the logo of the accreditation body, which may be used by the **organisation** in compliance with the provisions of the body's own Rules.

13. CONFIDENTIALITY AND INFORMATION PURSUANT TO EU REG. 2016/679

All technical and contractual documentation, including letters and communications relating to the Management System certification activities of the applicant organisations is confidential, and access and disclosure are limited to the minimum necessary for the performance of the activities requested, as also regulated by the **organisation**'s internal procedures. All personnel working on behalf of the **organisation** are bound by professional secrecy and ethical behaviour.

Pursuant to Art. 13 of EU Reg. 2016/679, and in relation to data relating to the Organisation, provided directly to the **Entity** or acquired by it in the course of the pre-contractual relationship, contractual relationship and during the performance of the services envisaged in the contract (e.g. the audit process), the Organisation acknowledges the following:

a) Personal data are processed directly:

a1) the formulation of tenders, and activities aimed at establishing the contractual relationship

a2) to the fulfilment by the **Body of** activities for the fulfilment of accounting and tax obligations, customer administration, management of payments and any litigation, inclusion in periodical publications, all needs/obligations deriving from requirements imposed by the ISO 17021 edition in force and by the provisions of laws in force. The data will also be made available to the Competent Authorities or the Single Accreditation Body

a3) To carry out information and promotion activities concerning the **organisation**'s services

b) In relation to the aforementioned purposes, the processing of Personal Data may be carried out manually or with the aid of computerised, electronic or otherwise automated means and may consist, alternatively or jointly, in operations of recording, storage, organisation, processing, selection, comparison, extraction, communication, deletion, distribution of the data;

c) With regard to the data, an express expression of consent to the processing, dissemination and communication to the recipients referred to in the following points is not necessary, provided that it is for the purposes indicated in points a1) and a2), since such consent is provided for by law or is mandatory;

d) On the other hand, with regard to the processing of Data for the purposes referred to in point a3), a manifestation of the Organisation's consent is required, which is entirely optional, for the sending of commercial communications by means of automated calling systems and electronic communications such as: e-mail, telefax, Mms, Sms or other.

e) The Data Controller is the **Entity**, which has appointed the Legal Representative as Data Processor, whose details, together with those of any other data processors appointed, can be accessed by contacting the registered office.

f) The data may be communicated, for similar processing, to other companies in the group to which, in accordance with the rules laid down in Article 2359 of the Civil Code, the **Entity** belongs.

g) The data may be communicated, also outside the territorial scope of the European Union, to the following categories of subjects: couriers/shippers, banking institutions, non-banking financial intermediaries, postal administrations, post office service, agents, professional firms and consultancy companies for the performance by such subjects of assistance services in accounting, tax, litigation management and credit recovery matters, consultants and companies in charge of the maintenance of the company information system, auditing

companies, professionals or companies for the performance of certification services, public administrations, bodies and organisations to which

the **Entity is required to** communicate by legal or contractual obligations (Single Accreditation Body, Competent Authorities requesting it, etc.).

h) The data will be subject to dissemination through inclusion in periodical publications (registers, lists, etc.) and on the **organisation**'s website.

i) The law grants the Organisation a number of rights (Art. 7 of Reg. EU 2016/679), including the right to object on legitimate grounds to the processing in question, the right to obtain from the data controller confirmation as to whether or not Data exists and that such Data is made available to it in a clear and comprehensible form, the right to know the source of the Data as well as the logic and purposes on which the processing is based, the right to obtain the deletion, transformation into anonymous form, blocking, for Data processed in violation of the legislation in force, or the certification and updating and, if there is interest, the integration of the Data.

13.1 Processing of information for the execution of remote audits

Without prejudice to what has already been described in the previous paragraph and in compliance with the AS&C Procedures, the customer in this form of audit makes itself available to send evidence (pictures, files or videos) if necessary to ensure the proper conduct of the audit.

The above-mentioned images will be sent via the agreed means of performing the audit (Skype, Webex, Zoom, etc.).

AS&C uses this data only for the purpose of ensuring the regularity of the audit, in accordance with EU Reg. 2016/679 (GDPR) (See above for details).

Any other evidence necessary for the correct assessment of the management system, which may have been sent by the company, will be deleted at the close of the audit.

Photos and videos will be retained in accordance with AS&C's Procedures on Document Management for the sole purpose of demonstrating the proper conduct of the audit.

14. RIGHTS AND DUTIES OF THE ENTITY

14.1 Amendments to the Regulation

It is the **Entity**'s right to amend or update this document, also as a result of changes in the reference standard document, imposed by Accreditation Bodies, or according to internal certification procedures.
The **Organisation shall** notify the **Organisation of the** changes, which, if it does not wish to comply, shall have the right to renounce the contract within 15 days following such notification.
An up-to-date copy of these regulations can be found at www.auditservicecertification.com.

14.2 Force majeure

The **Organisation shall be** released from its obligations under the contract with the **Organisation** and shall not be held liable in any way should it be unable to fulfil its commitments due to reasonably unforeseeable circumstances.

15. RIGHTS AND DUTIES OF THE ORGANISATION

The certification issued by the **organisation** on the management system does not relieve the company from its legal obligations arising from the processes and services provided and from its contractual obligations towards its customers. In particular, please note that no liability can be raised against the **organisation** for non-compliance with the law.

The **organisation is** not responsible for inadequacies or damage of any kind caused by the organisation's activities or its products, processes or services. Organisational and structural changes that the **organisation** makes to gain certification are the sole responsibility of the **organisation.**

It should be noted that the issuing of a certificate for a management system is not the same as an attestation of legislative compliance, nor is the role of auditors regulatory.

15.1 Changes to the Organisation Management System

During the period of validity of the certification granted, the **organisation** must notify the **Board** in writing (by fax, letter or e-mail) of any substantial changes (organisational and/or documentary) to its Management System, describing the nature and scope of the changes made.

In the case of voluntary bankruptcy or compulsory administration procedures, the **organisation** must notify the **organisation** within 10 working days. In the event of receivership with continuation of activity, the **organisation** may make maintenance of certification conditional on the performance of a supplementary audit.

In the case of serious environmental incidents or accidents at work, the **organisation** must notify the **organisation** within 10 working days. In this case the **organisation** may decide to carry out an extraordinary audit to verify the absence of environmental and/or health and safety risks and the re-establishment of acceptable safety conditions.

The **organisation** has the right to suspend or revoke certification in the event of a negative outcome of this audit.

15.2 Observers and Inspectors of Accreditation Bodies

In order to ascertain that the assessment methods adopted by the **body** comply with the reference standards, the Accreditation Body, guarantor of the certificates issued, may request

- the participation of its observers in the audits carried out by the organisation. The **organisation** must allow access to its premises to the **organisation'**s auditors, to any observers or technical experts as well as to the Accreditation Body's inspectors accompanying the **organisation**, and assist them during the audits, even if given at short notice
- visits to the certified organisation, directly by its own personnel. The **organisation** must allow any visit conducted directly by the staff of the accreditation body (market surveillance). The participation of observers in the audits and/or any visit conducted directly by the personnel of the accreditation body, is agreed in advance with short notice (normally 7 days) between the **body** and the **organisation.** If the organisation does not give its approval, the validity of the certificate will be suspended for a maximum of 3 months. After 3 months, in the absence of approval for the audit, the suspension will turn into revocation. The organisation must make available to the Accreditation Body all documentation of previous audits performed by the Body.

The organisation may invite its own observers (such as consultants) to attend audits provided that they respect the role of observer and do not actively intervene in the audit process.

15.3 Duty to inform about legal proceedings

The **organisation** must inform the **body**, within 10 working days by fax, registered letter or certified mail, of legislative non-compliance reported by the public authority relating to, violations of laws, regulatory provisions and legal proceedings for liability or violations of laws relating to the product/service for which certification was issued. This obligation extends, in the case of accidents/incidents, to **organisations** that have a certified occupational health and safety management system.

In such cases, the **organisation** carries out an investigation that may involve Extraordinary Field Audits. At the conclusion of the investigation, the **organisation** will take the following measures:

- closure of the evaluation with archiving;
- intensification of verifications;
- suspension of certification;
- revocation.

16. CONCLUDING NOTES

The signature on the offer issued by the **organisation** assumes that the **organisation** has read, understood and accepted these regulations.