# MANAGEMENT SYSTEMS CERTIFICATION REGULATION

AUDIT LIST

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| 01 | 03 | 01/09/2020 | Update for Remote Audit | RGQ | DT | DT |
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| 01 | 06 | 27/06/2022 | Update Maintenance/Surveillance Procedure; Variation para. 8 with elimination of suspension for Major NC in Surveillance; Update Standard ch. 2; | RGQ | DT | DT |
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| 01 | 09 | 12/12/2024 | Use of logo for ISO22000:2018 according to ISO/TS 22003-1 | RGQ | DT | DT |

**Summary**

## 0. FOREWORD

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

These Rules and Regulations are an integral part of the financial 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 body, provides applicant companies with assessment and certification services for the conformity of their Management Systems with 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 were put in place.

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 IAF code 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 documents.

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 costs (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** wishing 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 designation 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 any findings made during the pre-audit are not verified during the certification audit. The cost of the pre-audit is agreed between the **organisation** and the organisation and invoiced separately.
In order not to incur the risk of providing consultancy services, the **organisation** carries out a single pre-audit on request at

the **organisation, the** duration of which may not exceed 2 (two) man-days for each scheme requested.

### 3.7 Audit Planning

### 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;
- collect 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 system 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-Compliance 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 Major Nonconformities (NCM), Minor Nonconformities (NCm) and Observations (OSS).

A major nonconformity is defined as

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 a "Minor Non-Compliance" (NCm) when a requirement expressed by the reference standard and/or applicable Body regulations and/or Accreditation Body regulations, is partially applied/fulfilled without, however, invalidating the effectiveness and/or functioning of the Management System itself.

With reference to GSE Audits, a major non-Conformity referring to legal requirements, for which the organisation is able

to demonstrate the following elements, may be downgraded as a Minor Non-Conformity in exceptional cases:

- 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 foreseen in the plan.
An Observation is not an observation, an "Observation" (OSS) 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 Major Non-Compliances must take place within three months from Stage 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 automatically deemed 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 accidents or infringements of the law, concerning health and safety in the workplace.
- investigations following non-compliance with legislation.

The additional costs of additional audits are borne by the **organisation** and assessed according to

in the offer signed by the **organisation**.

### 3.11 Audits at short notice or no notice

AUDIT SERVICE & CERTIFICATION SRL may arrange for additional inspections:

-If an additional investigation is needed beyond the planned timeframe (e.g. extension of the scope)
-Application non-conformities detected by the Audit Team
-Following reasoned requests by the Audit Team
-Following reasoned requests by the Deliberation Committee
-In the event of serious and well-founded complaints against the organisation
-In the event of non-compliance with mandatory regulations and/or following legal proceedings related to the organisation's activities
-In the case of serious accidents/incidents at work (with reference to ISO 45001, ISO 39001 certification)
-In the case of serious legislative misconduct and environmental offences (with reference to ISO 14001 certification)
-In the event of suspension of the Certificate
-If requested by the Accreditation Body
-In all other cases where AUDIT SERVICE & CERTIFICATION SRL deems it appropriate/necessary.

AUDIT SERVICE & CERTIFICATION SRL will inform the Organisation of the date of the audit at least 10 days in advance. In the above cases, the additional audits will cover the limited scope of the audit and, except in exceptional cases, will be borne by the organisation at the cost determined in the offer for certification.
In the above cases, it may also be necessary for AUDIT SERVICE & CERTIFICATION SRL to perform audits at short notice (4 working days) to certified customers. In this case, due to the tight timeframe, the appointed Audit Team cannot be recused. For this reason, AUDIT SERVICE & CERTIFICATION SRL will carry out the assignment with particular care. In such cases, planning will be carried out according to the audit objectives.

### 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 decide on 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 time, but as a useful tool for conducting effective audits at times and under conditions that make on-site verification impossible or risky.
Audits must always be carried out 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 surveillance 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 carried out no later than 12 months after the

certification decision (date of deliberation), otherwise the certificate will be suspended. The second surveillance audit must be carried out within 24 months of the certification decision (date of deliberation).

The audit may be anticipated or postponed at the request of the client, in the latter case the client must provide written justification. In the case of anticipation or postponement, this may not exceed three months.
For the postponement, after the agreed period has passed, suspension will be initiated.

At the Lead Auditor's or Resolution Committee's discretion, early 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).

At the time of surveillance audits, the **organisation** issues the invoice for the activities, in advance of the date of the audit. 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 three 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 detected minor nonconformities are such that they do not ensure the compliance of the supplied products/services 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

application, 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 shall be conducted in accordance with 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. Please note that in order to allow renewal to take place, all the stages (execution of the audit and Resolution) must take place before the expiry 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 certification body has not completed the certification renewal audit or is unable to verify the

implementation of corrections and corrective actions related to any major non-conformities before the certification expiry date, then the certification renewal is not approved and the validity of the certification is not extended.

- Following the expiry of certification, it is possible to reinstate certification within 6 months, provided that pending certification renewal activities have already been completed, otherwise at least one phase 2 must be conducted. The effective date on the certificate is corresponding to or following the certification renewal decision and the expiry date is based on the previous certification cycle.

## 7. TRANSFER OF CERTIFICATION FROM ANOTHER BODY

Transfer of a certification is understood as the recognition by the **organisation of** a Management System certificate that exists and is valid, 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 of 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 organisations that have ceased activity or have been withdrawn by the accreditation body, in addition to the document review, the **organisation** will always perform a Supplementary Audit in the company to verify "de facto" compliance of the company 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

Suspension (the maximum period of which is 6 months) is decided when the following circumstances apply:

When the management system does not meet the requirements of the Standard to such an extent that it does not provide adequate assurance of its ability to comply with customer requirements and applicable mandatory regulations (assessment of conformity to requirements and assessment of effectiveness).

When the client does not allow surveillance and renewal audits to be carried out (for a maximum period of 3 months, in the case in question) with the frequency necessary to establish compliance with the certification requirements and thus to ensure confidence in the ability to meet the client's requirements and applicable mandatory regulations;

When the client has not paid the certification fees;

When the customer misuses trademarks and/or logos and/or certification;

When the client has not adapted its SG to the changes in the Standard and/or the certification rules communicated by AUDIT SERVICE & CERTIFICATION SRL;

When the client has not informed AUDIT SERVICE & CERTIFICATION SRL about judicial and/or administrative proceedings

When the client has been convicted of facts concerning non-compliance with mandatory requirements relevant to the management system subject to certification;

For failure to handle complaints or reports directly related to deficiencies in the certified management system;

For the organisation's unwillingness to carry out audits in the presence of observer auditors from the accreditation body

When the customer has voluntarily requested suspension.

During suspension, the certificate is temporarily invalidated and the client organisation must suspend use of the certificate and marks.

The suspension measure is communicated to the client in writing and made public by means of an entry in the register of certified organisations (website).

The decision to suspend is communicated to the client in writing by e-mail, made public on the website, registered on the IAF and in the register of certified organisations.

## 9. REVOCATION OF CERTIFICATION

Once the suspension period has expired, as provided for by the Technical Review, in the absence of a solution to the cause that led to it on the part of the client organisation, AUDIT SERVICE & CERTIFICATION SRL may decide to revoke the certificate or reduce the scope for the part of the system that no longer met the requirements of the standard.

Withdrawal may also be requested directly by the certified organisation (e.g. due to bankruptcy, cessation of business, change of ownership).

The certification regulations contain the conditions for revocation; a client whose certificate has been revoked must cease using the certification mark and stop using certificates.

The decision to revoke is communicated to the client in writing by e-mail, made public on the website, registered on the IAF and in the register of certified organisations.

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. The complaint is the explicit manifestation and

documented 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 Technical Director) 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.

On receipt of the appeal, RGQ submits its contents to the Technical Director. The Technical Director 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 Technical Director for the analysis of the appeal uses an arbitration board composed of three members, unconnected to any decision or audit activity, one appointed (expert in the field) by each of the two disputing parties and the third acting as President, appointed in agreement by the other two arbitrators. The constitution of the panel is communicated within 5 days to the client. The appeal is handled within 15 days of receipt, with the client being informed. Investigations are carried out through the analysis of all necessary documents, the analysis of audit documents, and through interviews with the personnel involved.

In the event of acceptance, the Technical Director will notify the person concerned in writing of the acceptance of the appeal and update him/her on the resolution process.

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.

What is available separately or easily separable is considered as accompanying information.

The right to use Audit Service's trademarks may in no way be transferred by Organisations to third parties.

As far as the FSMS logo (for standard ISO 22000:2018), AS&C did not authorize the use of the FSMS certification mark on the product nor the product packaging. In the context of this document, product packaging is referred to in ISO/IEC 17021-1:2015, 8.3, and cover all product packaging, both primary packaging (which contains the product) and any outer or secondary packaging.

AS&C did not permit the use of any statement on product packaging that the client has a certified FSMS. This includes all product packaging, both primary packaging (which contains the product) and any outer or secondary packaging

**General characteristics of the logo:**

- the logo may be enlarged or reduced in size 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) does not make or allow any misleading statements concerning its certification;

(c) does not use, or permit the misleading use of, a certification document or any part thereof;
d) discontinue the use of all advertising materials referring to the certification, in the event of withdrawal of 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) does 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 accordance 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 applicant organisations is confidential; 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 the establishment of the contractual relationship, the performance by the Entity of activities relating to the fulfilment of accounting and tax obligations, the administration of customers, the management of payments and any litigation

a2) to the inclusion in periodical publications, to all needs/obligations arising from requirements imposed by the current edition of ISO 17021 and by the provisions of applicable laws. 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 required, 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, postel service, agents, professional firms and consulting companies for the performance by such subjects of assistance services in accounting, tax, litigation management and credit recovery matters consultants and companies entrusted with the maintenance of the corporate information system, auditing firms, professionals or companies for the performance of certification services, Public Administrations, bodies and organisations to which the **Entity is required** to communicate by law or by contract (Single Accreditation Body, Competent Authorities that request them, etc..). The communication of data outside the EU or outside the countries that have received a judgement of suitability from the European Privacy Guarantor is not envisaged.

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.

j) If you wish to exercise your rights or have any queries regarding the processing of your personal data, you can write to privacy@asc.sm.

### 13.1 Data retention and information life cycle

The information lifecycle follows a differentiated path depending on the treatment to which the information is subjected. The following table shows all key information:

| Type of treatment | Repository | Storage time | End-of-cycle treatment |
|---|---|---|---|
| Paragraph 13.a.a1 | ISO 27001 certified cloud with servers located in the EU | The entire duration of the trade agreement and for 10 years thereafter | Deletion of data |
| Paragraph 13.a.a2 | ISO 27001 certified cloud | Throughout the duration of | At the end of the certification |

| | | | |
|---|---|---|---|
| | with servers located in the EU | the certification relationship and for two three-year periods following its closure (as required by ISO 17021) | cycle, in case of non-renewal of the contract/interruption of the relationship, all unnecessary data are deleted. Only audit reports and technical reviews are then retained for the following two three-year periods. At the end of the second certification cycle, these are also deleted. |
| Paragraph 13.a.a3 | ISO 27001 certified cloud with servers located in the EU | 12 months | Deletion of data |

### 13.2 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, if necessary, evidence (images, files or videos) 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 verification.

### 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 personnel 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 conducted without prior notice. <u>If the organisation does not give its approval, the validity of the certificate will be withdrawn.</u>** The organisation must make available to the Accreditation Body all the documentation of previous audits performed by the Body, the complete documentation of its management system and all the documentation required to support the organisation's processes and the activity performed by the Accreditation Body.

The organisation may invite its own observers (such as consultants) t o attend audits provided t h a t 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 legal 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.

Upon 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.