MANAGEMENT SYSTEM CERTIFICATION REGULATIONS

LIST OF REVISIONS

Ed.	Rev	Date	Reason	Issued	verified	Approved
01	00	06/12/18	New issue	RGQ	DT	DT
01	01	16/09/2019	Amendments to paragraphs 11 and 12	RGQ	DT	DT
01	02	18/03/2020	Addition of paragraph 13.1; addition of remote auditing	RGQ	DT	DT
01	03	01/09/2020	Remote Audit Update	RGQ	DT	DT
01	04	15/03/2021	Update to certification standards (Chapter 02)	RGQ	DT	DT
01	05	01/06/2021	Update of certification standards (Chapter 02) and Chapter 4 (ISO 20121 surveillance)	RGQ	DT	DT
01	06	27/06/2022	Update Maintenance/surveillance procedure Maintenance/surveillance; Change to paragraph 8 with elimination of suspension for NC More in Surveillance; Update Standard chap. 2;	RGQ	DT	DT
01	07	11/09/2023	Improved clarification in paragraph 3.9.2 regarding Non-Conformities. Amendment to paragraph 6 Renewal Management. al changes to paragraph 13 for clarifications on personal data management	RGQ	DT	DT
01	08	02/11/2023	Amendment to paragraph 15.2	RGQ	DT	DT
01	09	12/12/2024	Amendment to paragraph 12 for use of the ISO 22000 logo	RGQ	DT	DT
01	10	13/02/2026	Paragraph 3.9.1 aligned for the definition and management of issues identified during stage 1 Amendment to paragraph 3.12 with the	RGQ	DT	DT

			definition of maximum payment terms beyond which it is not possible to issue the certificate Paragraph 4 has been supplemented with the minimum contents of the surveillance audit and with details on the additional methods for conducting surveillance audits Amendment to paragraph 6 with clarification of the timelines for the renewal process Amendment to paragraph 11 to align the appeal procedure with ISO 42006 Amendment to paragraph 15.1 with clarification of events requiring timely notification to the body Amendment to paragraph 15.2 to align with technical standard IAS AC 477 (Requirement 5.5)			

Summary

0. INTRODUCTION

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

These Regulations form an integral part of the financial offer sent **to the Organisation** requesting certification services. By signing the offer, **the Organisation** declares that it has read these 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 governing the transition period may be issued **by the Body**. These documents do not replace but supplement these Regulations.

1. POLICY GUIDELINES

The Body is an organisation that operates according to the general criteria defined by ISO 17021-1 and, as an independent body, provides companies with assessment and certification services to ensure that their management systems comply with the requirements of the relevant standards. **The Body** is open to all market participants, without discrimination, so as not to preclude or limit access to certification to anyone who requests it, regardless of size or membership of any group or association. **The Body** does not provide any consulting services aimed at implementing management systems.

2. CERTIFICATION REQUIREMENTS:

In order to obtain Management System certification, **the Organisation** must:

1 - having established, implemented and maintained, 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 *(OHSMS)* in accordance with ISO 45001:2018, Information Security Management System *(ISMS)* in accordance with ISO 27001 in its current edition, Anti-Bribery Management System *(ABMS)* 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; Sustainable Event Management System ISO 20121:2013; Tourism Services Management System ISO 22483:2020, ISO 39001:2016 Road Traffic Management Systems; ISO 37301:2022 Compliance Management Systems, ISO 50001:2018 Energy Management Systems; ISO 27701: Information Management in the field of privacy). The management system is considered fully operational when:

- it is applied;
- all mandatory obligations relating to the products/processes subject to certification have been identified and managed;
- internal audits have been planned and carried out;
- at least one review of the system has been carried out and documented by the Management;
- the objectives and processes necessary to achieve results in accordance with the Organisation's requirements and company policies have been defined;

- these processes have been developed;
- monitoring and measurement of processes have been carried out and recorded with respect to policies, objectives and mandatory product/process requirements;
- actions have been implemented for the continuous improvement of processes.

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

3. CERTIFICATION PROCEDURE

Certification concerns exclusively the compliance of management systems with the relevant standards; compliance with current legal provisions is the sole responsibility of the certified company. All **organisations** that request certification may access it by submitting a formal request for quotation **to the Body** using the appropriate "Certification Application" form and undertaking to comply with the provisions of the contract with the Body and the latest applicable version of these Regulations. Acceptance of the application, issuance of the certification and maintenance of its registration require payment of the agreed amounts. Failure to fulfil these obligations by the established deadline will result in the suspension or revocation of the certificate in accordance with the provisions of the following paragraphs.

3.1 Certification Application

Organisations interested in certification may request a quote from **the Body** by sending the "Certification Application" form, available on the website, completed in full (this form is completed by **the Organisation** itself, which assumes responsibility for the data contained therein), together with any documents that may be required.

3.2 Certification Quotation

Based on the information contained in the "Certification Application", **the Body** assesses its ability to carry out the assignment, examining the purpose of the certification, any exclusions, the number of employees, the location of any offices and/or construction sites, the IAF code for which certification is requested, and the availability of qualified auditors in the sector. After carrying out these assessments, it prepares the financial offer for the certification(s) requested in accordance with the current price list. With regard to occupational health and safety management systems, the calculation includes employees working under the same management system, made available by the organisation being certified, at other sites, which must be verified periodically. Other factors considered for the total and partial verification of other sites are: the level of risk associated with activities carried out at these sites, contractual agreements, certifications from other bodies, and statistics on accidents and near misses.
The cost of certification 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 specified in the relevant IAF documents.
The offer specifies separately:

- the cost of the certification audit (divided into Phase 1 and Phase 2) or Renewal;

- the cost of surveillance/maintenance audits;
- any additional expenses (auditor travel costs, supplementary audits, certificate reissues or other specified costs);
- the duration of any renewal audit (purely indicative value);
- the reasons adopted for determining the audit man-days.

3.3 Multi-site Organisation Management

An organisation is defined as multi-site when it operates across multiple permanent sites reporting to a single central office that has established a system compliant with the relevant regulations.
The activities that must be managed by the **organisation's** central function are:

- Assessment of training needs;
- Control of documentation and its modifications;
- Management review of the management system;
- Complaint management;
- Evaluation of the effectiveness of corrective and preventive actions;
- Planning and execution of internal audits and evaluation of their results. Multi-site allows for site sampling provided that:
  - the processes at all sites are essentially the same and are carried out using similar methods and procedures. Where different processes are involved, these must be linked (e.g. production of components at one site, assembly of these components at another);
  - the management system is managed and administered centrally and is subject to review by 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 the provisions of document IAF-MD-01.
Prior to the initial audit by **the Body**, **the Organisation** must have carried out an internal audit for each site and verified the compliance of its management system with the reference standard.
The Body plans the sampling of sites, also assessing:

- Requirements related to local variables;
- Sectors or activities that fall 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** that provide services, it is possible to exclude from certification any sites that are temporarily not ready to be audited, subject to notification by the organisation itself.

Based on the information provided **by the organisation**, **the body** establishes the applicable sampling plan. This activity is carried out during the audit process and may also be carried out after the audit at the head office has been completed. In any case, the body informs the head office of the sites to be sampled.
The Body issues a single certificate with the name and address of the Organisation's head office and an annex for each site. For any major and/or minor non-conformities identified at a single site during audits, the Organisation must assess whether they relate to deficiencies attributable to multiple sites and, if necessary, take corrective action at both the head office and other sites. If the major and/or minor non-conformities are not of the above type, **the Organisation** must provide adequate evidence and reasons to limit the extent of the corrective actions taken. In the event of major non-conformities, even at a single site, the certification process is completely suspended until they are resolved. Furthermore, it is not permitted to exclude the site(s) where the major non-conformities have been identified. **The Organisation** must keep **the Body** informed of the closure of any site covered by the certification. In the absence of such information, the Body may suspend or revoke the certification. It is always possible to add new sites during surveillance audits, certification renewals or following special audits requested **by the Organisation**.

3.4 Certification Application

The Organisation that intends to accept the certification offer signs the "Offer" and sends it **to the Body**.

This action demonstrates the **Organisation's** clear intention to proceed with the certification process, accepting the terms and conditions set out in the general terms and conditions of contract and in these Regulations.
Upon receipt of the acceptance, **the Body** shall review it and send **the Organisation** an order confirmation, which shall initiate the certification process.

3.5 Communication of activities

For each audit, the date and names of the Audit Team members are communicated in writing. The Organisation has the right to appeal (in writing and with justification) against the appointment of the Audit Team members. If no notification of changes is received within 5 days of receipt of the communication, the dates and auditors communicated are considered tacitly confirmed. If the Organisation communicates its unavailability to receive the audit beyond the terms defined above, the Body reserves the right to invoice the cost of the activities already carried out 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 compliance of its management system with the relevant standard. This assessment is documented but has no effect on the subsequent conformity assessment process for the issuance of certification.
A copy of the report issued **to the Organisation** is kept in the relevant file, but does not affect the duration of the certification audit, and the findings of 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 to avoid the risk of providing consultancy services, **the Body** carries out, upon request, a single pre-audit at **the Organisation,** the duration of which cannot exceed 2 (two) man-days for each scheme requested.

3.7 Audit Planning

The Body sends formal notification **to the Organisation** with the names of the Audit Team.

The Lead Auditor in charge agrees the audit dates with **the Organisation** and then sends the Audit Plan, taking into account the work shifts carried out. For Phase 1 planning, the audit plan is normally replaced by the information sent at the time of order confirmation.

3.8 Audits and workplace safety

The Organisation undertakes to provide **the Body** with comprehensive and detailed information on the specific risks existing in the working environment in which the auditors are to operate. **The Organisation** also undertakes to promote, through its representative, cooperation and coordination for the implementation of measures and interventions for the protection and prevention of occupational risks that affect the work of the assessors appointed **by the Body** and that require the protection of both workers and all other persons working or otherwise present in the same workplace.

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 take place at the Organisation's premises. For QMS certifications, Phase 1 and Phase 2 may be consecutive.

For SGA and/or SGSSL certifications, this option can only be applied to organisations with fewer than 10 employees and with low or limited environmental impact and/or low associated risks. In such cases, **the organisation** must be aware that the planning of Phase 2 may not be accurate and that the detection of a deficiency classified as a major non-conformity in Phase 1 would not allow Phase 2 to be successfully completed, even if already planned.

3.9.1 Phase 1 Audit

Phase 1 is carried out at **the Organisation** in order to gain an overall picture of its activities.

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

- audit the management system documentation;
- assess the location and specific conditions of the site;
- engage in an exchange of information with staff in order to establish the degree of preparedness for the Phase 2 audit;
- review the status and understanding of the requirements of the standard, with particular reference to the identification of key performance or significant aspects, processes, objectives and functioning of the management system;
- gather the necessary information regarding the scope of the management system, the processes and the 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 activity, 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 Stage 2 audit, acquiring sufficient knowledge of the management system and the activities of the client's site, with reference to possible significant aspects;
- assess whether 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 based on the conclusions reached, will it be possible to carry out Phase 2.

The maximum time between Phase 1 and Phase 2 is six months. If this limit is exceeded, the Phase 1 Audit must be repeated. Any findings are referred to as Deficiencies (CA) and can be classified into two levels of severity:

- Criticality 1: serious deficiency. The company is not ready for certification and must provide proof of elimination to complete stage 1. Stage 2 cannot be planned. The organisation has a maximum of 30 days to provide the LA with evidence of the resolution of the criticalities that have emerged in order to allow stage 2 to be rescheduled.
- Criticality 2: minor deficiency. Weakness that could lead to potential non-compliance in stage 2. Stage 2 can be planned, but the criticality must be resolved before the stage 2 audit is carried out.

3.9.2 Certification Audit (Stage 2)

At the end of the Phase 1 audit, it is possible to plan the Phase 2 Audit, with the limitations/requirements indicated in the previous paragraph. **The Organisation** undertakes to make available the resources necessary to ensure the smooth running 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 management of any deficiencies identified 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 audit procedures do not differ from those used in Phase 1. In Phase 2, any findings are classified as Major Non-Conformities (MNC), Minor Non-Conformities (MNC) and Observations (OBS).

A finding is defined as a 'Major Non-Conformity' in the event of:

1) absence and/or failure to comply 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 may invalidate the effectiveness and/or functioning of the Management System itself
2) more Observations relating to the same requirement of the Standard;
3) a comment that persists over time with the same characteristics.

A finding is defined as a "Minor Non-Conformity" (NCm) when a requirement expressed by the reference standard

and/or
applicable regulations of the Body and/or the regulations of the Accreditation Body is partially applied/complied with without, however, invalidating the effectiveness and/or functioning of the Management System itself.
With reference to SGS Audits, a major NC relating to legal requirements may, in exceptional cases, be downgraded to a Minor Non-Conformity if the Organisation is able to demonstrate the following elements:

- the presence of a Compliance Plan agreed with the competent authority that allows full compliance to be achieved;
- This Plan must already be in the implementation phase during the Phase 2 Audit.
- This Plan must be considered 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 adjustment programme agreed with the competent authorities within the timeframe set out in the plan itself.
An observation is not a finding. 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 compliance and effectiveness.
The Organisation is required to formally communicate, within 15 days of the audit date, the proposed Corrective Actions for the findings that emerged, the causes that generated them and the related implementation times, using its own forms or the **Authority's** form, which can be downloaded from the website. The proposed corrective actions will be subject to verification and approval by the Lead Auditor. The closure of Major Non-Conformities must take place within three months of Phase 2, otherwise the certification process will be forfeited.
Corrective actions shall be deemed accepted by **the Body** if **the Organisation** does not receive notification to the contrary within thirty days of their transmission.
In the event of a Major Non-Conformity, an additional audit (see next paragraph) must be scheduled, which may be documentary or on-site. The effectiveness of the actions to be taken to manage Minor Non-Conformities is normally assessed during the next audit.
All findings emerging during the audit and contained in the Report will be confirmed **by the Body**, which, following verification, may request additions within 30 days. After this period, the conclusions contained in the Report are automatically approved. Once the file is complete, it is sent to the Deliberation Committee for a decision on the issuance of the certificate.

3.10 Supplementary Audits

The Authority has the right to schedule an additional audit following:

- the closure of findings identified during an audit;
- reports/complaints received by **the Authority** regarding the **Organisation**;
- organisational/corporate changes involving substantial modifications;
- requests for extension/reduction of the scope of application;
- procedures for reactivating certification following suspension;
- direct or indirect knowledge by the Body of serious accidents or legislative infringements in

the field of health and safety in the workplace.

- investigations resulting from legislative compliance breaches.

The additional costs of supplementary audits shall be borne by **the Organisation** and assessed on the basis of the offer signed **by the Organisation**.

3.11 Audits at short notice or without notice

AUDIT SERVICE & CERTIFICATION SRL may arrange appropriate additional inspections:

- In the event that additional investigation is necessary beyond the planned timeframe (e.g. extension of the scope of application)
- Application non-conformities detected by the Audit Team
- Following justified requests from the Audit Team
- Following justified requests from the Deliberation Committee
- In the event of serious and substantiated complaints against the Organisation
- In the event of failure to comply with mandatory regulations and/or following legal proceedings related to the Organisation's activities
- In the event of serious accidents/incidents at work (with reference to ISO 45001 and ISO 39001 certifications)
- In the event of serious legislative breaches and environmental offences (with reference to ISO 14001 certifications)
- In the event of suspension of the Certificate
- In the event that it is requested by the Accreditation Body
- In all other cases where AUDIT SERVICE & CERTIFICATION SRL deems it appropriate/necessary.

AUDIT SERVICE & CERTIFICATION SRL will notify the Organisation of the date of the visit with at least 10 days' notice.
In the above cases, the additional inspections will concern the limited scope of the verification and, except in exceptional cases, will be charged to the Organisation at the cost determined in the certification offer.
In the above cases, it may also be necessary for AUDIT SERVICE & CERTIFICATION SRL to carry out audits at short notice (4 working days) on certified clients. In this case, due to the limited time available, the appointed Audit Team cannot be challenged. For this reason, AUDIT SERVICE & CERTIFICATION SRL will take particular care in assigning the task. In such cases, planning will be carried out on the basis of the audit objectives.

3.12 Actions following the certification audit (Phase 2)

Based on the findings of the audit, **the Body** reviews the entire dossier and decides whether to forward the file to the Deliberation Committee, which will evaluate the issuance of the certification.

The Deliberation Committee has the power to:

- Deliberate on certification by approving the issuance of the certificate;
- Deliberate on certification, indicating any changes and/or limitations;
- Request additional investigations before deliberating;
- Not to deliberate on certification, considering the level of implementation of the system inadequate for issuance.

The Deliberation Committee may deem it necessary and schedule an additional audit at **the Organisation** if the objective evidence collected does not fully support the conformity assessment. In this case, any additional audit activity must be formally communicated, agreed upon and planned with **the Organisation**.
The outcome of the Phase 2 Report, communicated **to the Organisation** during the final meeting, may be confirmed and/or modified depending on the results of the additional audit carried out by a Lead Auditor other than the one appointed for the initial audits. These types of audits are entirely at the expense **of the Organisation**.
Following approval by the Deliberation Committee, the 'Certificate of Compliance' is issued. The original certificate will be sent after the appropriate administrative checks have been carried out to certify that payment has been made by **the Organisation.** Please note that payment must be made within six months of the end of the Phase 2 audit and, after this deadline, it will not be possible for **the Body** to issue the certificate without repeating the audit process.

3.13 Right to use external resources

In order to carry out the activities covered by the contract, **the Entity** may use both its own employees and external parties working on its behalf, provided that they are duly qualified. These parties are required to comply with all the duties incumbent **upon the Entity,** including those relating to independence and confidentiality.

3.14 Remote Audits

In situations where it is impossible to carry out on-site audits, as governed by IO 01, the possibility of planning and performing the planned audits online (remotely) is authorised, using the following tools: Skype, Zoom, video calls, web platforms and any other similar tools.
The application of the CAAT methodology is not intended as a tool for reducing audit times, but as a useful tool for conducting effective audits in periods and conditions that make on-site verification impossible or risky. Audits must always be carried out in accordance with AS&C procedures, with the sole exception of the transition from on-site to online audits.
AS&C does not authorise the taking of photographs of meetings and people, as governed by the specific requirement of this regulation.

Extraordinary Audits
In this case, you must contact the AS&C office to finalise the procedures for conducting

4. MAINTENANCE/SUPERVISION PROCEDURE

The Authority implements procedures for the maintenance/surveillance of certified management systems in order to verify continued compliance with the requirements of the standard.
This control is carried out through surveillance audits, usually conducted on an annual basis. It should be noted that the frequency of surveillance audits is decided by the Deliberation Committee when examining the results of the certification audit (also on the proposal of the Lead Auditor), therefore they may be brought forward. In any case, at least one audit must be carried out each calendar year, except in exceptional cases justified by specific authorisation from **the Body**.
The surveillance audit programme is proposed by the Lead Auditor based on the results of the last audit carried out,

so as to cover the entire Management System of the Organisation throughout the three-year period of validity of the certificate.

It is understood that during the surveillance audits, to be carried out in the field, at least the following topics must always be examined: internal audits and management reviews; a review of the actions taken following non-conformities identified during the previous audit; complaint handling; effectiveness of the management system in achieving the objectives of the certified customer; progress of planned activities aimed at continuous improvement; maintenance of legislative compliance; continuous monitoring of activities; review of any changes; use of trademarks and/or any other reference to certification.

The three-year programme is also approved by the Deliberation Committee during the final decision phase for the issuance of the certificate. The dates indicated in the surveillance plan may be brought forward according to the needs **of the Organisation** and/or **the Body**, always ensuring at least one audit per calendar year.

The first surveillance audit relating to the first certification cycle must be carried out within a maximum of 12 months from the certification decision (date of resolution), under penalty of suspension of the certificate. The second surveillance audit must be carried out within 24 months of the certification decision (date of resolution).

The audit may be brought forward or postponed at the client's request, in which case the client must provide written justification. In the event of an advance or postponement, this may not exceed 3 months.
For postponements, once the agreed period has passed, the suspension will commence.

At the discretion of the Lead Auditor or the Deliberation Committee, early surveillance may be requested where there is no need for a supplementary audit but closer monitoring is deemed necessary (e.g. due to critical issues or numerous observations, ongoing authorisation procedures, anticipated changes to the client organisation, transfers of headquarters).

For surveillance audits, **the Body** issues an invoice for the activities in advance of the audit date. It is **the Organisation's** responsibility to pay the invoice before the audit is carried out.

Failure to do so may result in the Audit Team issuing a Non-Conformity Notice, which must be resolved within 3 months, otherwise the certification will be suspended/revoked.

In the event of major non-conformities, or minor non-conformities which, in the opinion of the audit group or the Deliberation Committee, are numerous enough to compromise the proper functioning of the System, the Organisation shall be subject to a supplementary audit within the time frame established by AS&C in relation to the importance of the non-conformities themselves (major or minor) and, in any case, no later than three months after the end of the surveillance audit aimed at verifying the effectiveness of the proposed corrections and corrective actions.

If major non-conformities are not resolved within the established time frame or if minor non-conformities are such that they do not ensure that the products/services provided comply with customer requirements and applicable legal regulations, AS&C will suspend certification until the non-conformities (major or minor) have been corrected.

In addition to the general rules set out above, the following guidelines apply to ISO 20121: Category A

Organisation responsible for the sustainable management system of the event

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 guidelines set out above are followed, with annual

monitoring.

2) Organisation responsible for the sustainable management system of the event with identification on the certificate of one or more events: for monitoring in this case, if the events are periodic (e.g. half-yearly, annual or biennial fairs), the frequency of checks may be adapted according to the frequency of the events.
various editions of the same event or the event management cycle, 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 provide evidence that it applies the standard for the events listed on the certificate. The CB must carry out at least one inspection during each event listed on the certificate, during the three-year certification cycle (unless the event takes place less than every three years).

Category B

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

For this category, the general guidelines set out in this paragraph shall be 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 where events are held (e.g. exhibition centres, conference centres, hotels, stadiums, sports halls, areas and facilities owned or managed by the public sector).

For this category, the general guidelines set out in this paragraph shall be followed, with surveillance carried out on an annual basis. During the surveillance cycle, the Organisation must enable the GVI to carry out at least one inspection during an event.

In addition to the above, AS&C may carry out other surveillance activities using the following tools:

a) investigations by the certification body on the certified client relating to certification aspects;

b) review of each statement made by the certified customer regarding its activities (e.g. promotional material, website);

c) requests to the certified customer to provide documented information (on paper or electronic media);

d) other means of monitoring the certified customer's performance.

5. EXTENSION/REDUCATION OF CERTIFICATION

The Organisation may request extensions or reductions of the certification, which may concern: scope of application, products/services, sites, etc.

The request for extension/reduction must be submitted in writing **to the Body** together with documentation proving the changes made to the management system.

The Body will assess the requests and notify **the Organisation** of the need for additional audits to assess compliance with the requests made. Additional audits are conducted in accordance with paragraph 3.10.

6. RENEWAL PROCEDURE

The Organisation must sign the renewal offer received **from the Body**. Once the signed offer has been sent to the Body, the procedure described in the previous paragraphs will be followed. Please note that in order to allow for renewal, all stages (verification and decision) must take place before the certificate expires (within three years of the date of issue) and it is therefore recommended that the renewal audit be carried out at least three months before the expiry date, to allow for the resolution of any major non-conformities that may have emerged. To facilitate timely contact and compliance with the deadlines indicated, the Body will send the Organisation a reminder six months before the expiry of the certificate. That said, the Body is not responsible for the consequences of the expiry of the certificate due to delays in the renewal process caused by the customer.

No extensions to the expiry date of the certificate should be permitted.

- 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 be the same as or later than the certification decision date.
- 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 expiry date of the certification, then the renewal of the certification is not approved and the validity of the certification is not extended.
- Following the expiry of the certification, it is possible to restore it within 6 months, provided that the pending certification renewal activities have already been completed, otherwise at least a phase 2 must be conducted. The effective date on the certificate corresponds to or is subsequent to the certification renewal decision and the expiry date is based on the previous certification cycle.

7. TRANSFER OF CERTIFICATION FROM ANOTHER BODY

Certification transfer means the recognition by **the Body** of an existing and valid Management System certificate for the purpose of issuing its own certificate.
The certificate to be transferred is considered valid if issued by another body accredited by an organisation that is a signatory to IAF MLA mutual recognition agreements. Otherwise, **the Organisation** will consider **the Organisation** a new client and will proceed with the process required for new certifications.
In the event of a takeover, **the Organisation** undertakes to provide **the Body** with the following information/documents:

- written communication of the reasons that led to the transfer request (Annex A of the Information Questionnaire);
- a declaration that the certificate in their possession has not been suspended/revoked or threatened with suspension by the issuer (Annex A of the Information Questionnaire);

- statement of absence of legal proceedings with supervisory bodies for failure to comply with legislative requirements (Annex A of the Information Questionnaire);
- copies of documentation relating to the entire certification process in their possession, including the status of findings identified by the transferring entity;
- list of complaints received from their customers and the actions taken;
- copy of the current certificate;
- copy of the Chamber of Commerce registration.

Once all the documentation has been received, **the Body** will review it in order to verify:

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

Following the results of the review, in cases deemed necessary, the Body may arrange an inspection visit to **the Organisation**.

If the certificate was issued by a body not accredited by an IAF MLA signatory body, or if the preliminary review was not sufficient to verify the situation, **the Body** will notify **the Organisation** that it will be

considered a new client, specifying the reasons, and the process will therefore follow the procedure for new certifications.

If the certificate has been issued by bodies that have ceased trading or have been revoked by the accreditation body, in addition to the document review, **the Body** will always carry out a Supplementary Audit at the company to verify 'de facto' compliance with the company's Management System standard. Acceptance of the transfer request will be subject to the outcome of the audit itself.

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

8. SUSPENSION OF CERTIFICATION

Suspension (for a maximum period of 6 months) is decided upon when the following circumstances occur:

When the management system does not meet the requirements of the Standard to such an extent that it does not offer adequate guarantees of its h r ability to comply with customer requirements and applicable mandatory regulations (assessment of compliance with 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

this case) with the frequency necessary to establish compliance with the certification requirements and therefore 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 the trademarks and/or logos and/or certification;
When the customer has not adapted its MS to changes in the Standard and/or certification rules communicated by AUDIT SERVICE & CERTIFICATION SRL;
When the client has not informed AUDIT SERVICE & CERTIFICATION SRL about legal and/or administrative proceedings
When the customer has been convicted of offences relating to non-compliance with the mandatory requirements relevant to the management system subject to certification;
For failure to manage complaints or reports directly related to deficiencies in the certified management system;
Failure of the Organisation to make itself available for audits in the presence of observer auditors from the accreditation body
When the client has voluntarily requested suspension.
During the suspension, the certificate is temporarily invalidated and the client organisation must suspend the use of the certificate and trademarks.
The suspension measure is communicated in writing to the client and made public by means of an annotation in the register of certified organisations (website).

The suspension decision is communicated in writing to the client by email, made public on the website, registered with the IAF and in the register of certified organisations.

9. REVOCATION OF CERTIFICATION

Once the suspension period has expired, as provided for in the Technical Review, if the client organisation has not resolved the cause of the suspension, AUDIT SERVICE & CERTIFICATION SRL may decide to revoke the certificate or reduce the scope of the part of the system that no longer meets 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 set out the conditions for withdrawal; customers whose certificates have been withdrawn must cease using the certification mark and discontinue use of the certificates.

The revocation decision is communicated in writing to the client by email, published on the website, and recorded on the IAF and in the register of certified organisations.

The revocation of certification does not entitle the holder to any refund for activities already carried out and invoiced.

10. WITHDRAWAL OF CERTIFICATION

The **Organisation** may renounce the certification of its Management System:

- at the end of the three-year period;

- in the event of changes to the reference standards;
- in the event of non-acceptance of any revisions to these regulations;
- in the event of non-acceptance of changes to the economic conditions;
- upon withdrawal from the contract for justified reasons (e.g. cessation of activity or transfer of a branch of the company to a different legal entity, legal provisions, etc.)
- in the event of transfer of certification to another body.

The Authority, having acknowledged the withdrawal and its reasons, sends formal notification to the **Organisation**.

11. COMPLAINTS, APPEALS AND DISPUTES

The Organisation has the right to submit complaints in writing. A complaint is an explicit and documented expression of dissatisfaction by the Organisation with regard to certain aspects concerning the Entity:

- administrative aspects;
- technical and performance aspects;
- failure to accept decisions made in the context 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 has occurred (in accordance with this paragraph).

The Authority will record the complaint received, analyse the situation described and provide 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 lodged by the parties concerned against any decision made by Audit Service.

The appeal must be submitted in writing using the appropriate form P08 02 by email, fax or post, setting out the facts, reasons and circumstances that led to the appeal against an Audit Service decision.

Upon receipt of the appeal, RGQ submits its contents to the Technical Director. The Technical Director initiates the appropriate investigations and, if the appeal is not accepted, communicates the reasons to the interested party within 30 days via certified email or registered mail.

With regard to aspects concerning ISO 42001, DT initiates investigations involving a qualified Lead Auditor and, if the appeal is not upheld, communicates the reasons to the interested party within 30 days by certified email (PEC) or registered mail.

The Technical Director for the analysis of the appeal uses an arbitration panel composed of three competent members, who are not involved in any decision or audit activity. With regard to ISO 42001, all members of the panel shall be Qualified Lead Auditors. The constitution of the panel shall be communicated to the customer within 5 days. The appeal shall be handled within 15 days of receipt, informing the customer accordingly. Investigations are carried out through analysis of all necessary documents, analysis of audit documents, and interviews with the personnel involved.

If the appeal is accepted, the Technical Director will notify the interested party in writing of the acceptance of the appeal and will update them on the resolution process.

At the end of the process, there are two possible outcomes:

1) confirmation of the Audit Service's actions

2) modification of the previous decisions of the Audit Service, with an indication of the reasons and subsequent actions

the appeal is considered closed with the full satisfaction of the interested party and with written communication certifying this status.

The decisions taken, the actions adopted and the resources used are recorded on form P08 01 NC, AC and AP Register. All appeals are submitted to the CSI (Impartiality Safeguarding Committee) at the first available meeting or at an extraordinary meeting for particularly serious cases.
In the absence of agreement, the dispute shall be referred to the President of the Court of San Marino.
The costs incurred shall be borne entirely by the losing party. The competent court is that of San Marino.

12. USE OF THE LOGO AND CERTIFICATE

Once **the Organisation** has received the Certificate and the related logo from **the Body**, it has the right to advertise the certification of its Management System in the manner it deems most appropriate, provided that correct reference is always made to the subject and limits of the certification obtained. The certification is issued **to the Organisation** solely in relation to the standard, the certified activities and the sites (operating units) listed in the certificate and is not transferable or extendable to other units or activities. The use of the logo and certificate and their dissemination must refer exclusively to the services covered by the audits carried out and the certificates of conformity issued **by the Body**. The certification logo may be used on documents, stationery and advertising material. Such use must always be accompanied by the trademark 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, product labels, product identification plates, adhesive tape on the product or in any other way that could be interpreted as an indication of product compliance.

Only on product packaging or in 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 one above.

Product packaging is considered to be anything that can be removed without the product being disintegrated or damaged.

Information that is available separately or easily separable is considered accompanying information. The right to use

Audit Service marks may not be transferred by Organisations to third parties in any way.

With regard to the FSMS logo (for the ISO 22000:2018 standard), AS&C does not authorise the use of the FSMS certification mark on the product or on the product packaging. In the context of this document, product packaging is defined in ISO/IEC 17021-1:2015, 8.3, and includes all product packaging, both primary packaging (containing the product) and any external or secondary packaging.

AS&C does not permit the use of any statement on the product packaging that certifies that the customer has a certified

FSMS. This includes all product packaging, both primary (containing the product) and external or secondary packaging.

General characteristics of the logo:

- The logo may be enlarged or reduced provided that its proportions and colour are respected and that it remains perfectly legible.
- 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 not therefore be affixed to products or their packaging; the logo must not be affixed to certificates and test, analysis or calibration reports issued by laboratories;
- use of the logo must cease immediately in the event of expiry, suspension or revocation of certification; in such cases, the organisation must remove the logo from all documents on which it appears.

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) comply with the requirements of the certification body when referring to the status of its certification in media such as the Internet, brochures or advertising material or other documents;
b) not make or allow any statements that could be misleading about their certification;
c) not use, or allow the misleading use of, a certification document or any part thereof;
d) discontinue the use of all advertising materials that refer to certification in the event of certification revocation, as required by the certification body (see point 9.6.5);
e) correct 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 process;
g) does not imply that the certification applies to activities and sites that are outside the scope of the certification;
h) not use its certification in such a way as to discredit the certification body and/or the certification system and undermine public confidence.

Audit Service will monitor the use of the logo by its clients and will take action to address incorrect references to certification status or misleading use of the logo. Such action may include requests for corrections and corrective measures, suspension, revocation of certification, publication of the violation and, where appropriate, legal action.

For accredited sectors, the certificate will also bear the logo of the accreditation body. The logo of the Accreditation Body may not be used by **the** client **organisation**.

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

All technical and contractual documentation, including letters and communications relating to the certification activities of the Management System of the applicant organisations, is confidential. Access to and disclosure of such documentation is limited to the minimum necessary for the performance of the requested activities, as also regulated by the internal procedures **of the Body**. All personnel working on behalf **of the Body** are required to maintain professional secrecy and ethical conduct.
Pursuant to Article 13 of EU Regulation 2016/679, and in relation to data relating to the Organisation, provided directly

to the Body or acquired by it during the pre-contractual and contractual relationship and during the performance of the services provided for in the contract (e.g. the audit process), the Organisation acknowledges the following:

a) The processing of personal data is directed:

a1) the formulation of offers and activities aimed at establishing the contractual relationship, the performance by the Entity of activities relating to the fulfilment of accounting and tax obligations, customer administration, payment management and any disputes

a2) inclusion in periodical publications, all requirements/obligations arising from the provisions of ISO 17021, current edition, and 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 regarding the services **of the Body**

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 automated means and may consist, alternatively or jointly, of operations involving the recording, storage, organisation, processing, selection, comparison, extraction, communication, deletion and distribution of the data itself.

c) With regard to the data, it is not necessary to expressly consent to the processing, dissemination and communication to the recipients referred to in the following letters, provided that it is carried out for the purposes indicated in points a1) and a2), as such consent is required by law or is mandatory;

d) With regard to the processing of Data for the purposes referred to in point a3), the Organisation's consent is required, on a completely optional basis, for the sending of commercial communications through automated calling and electronic communication systems such as: e-mail, fax, MMS, SMS or other types.

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

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

g) The data may be disclosed, even outside the European Union, to the following categories of subjects: couriers-shippers, banks, non-bank financial intermediaries, postal administrations, postal services, agents, professional firms and consulting companies for the provision by such subjects of assistance services in accounting, tax, litigation management and debt collection, l consultants and companies responsible for maintaining the company's information system, auditing firms, professionals or companies for the provision of certification services, public administrations, bodies and organisations to which **the Entity** is required to communicate by law or contract (Single Accreditation Body, Competent Authorities that request it, etc.). No data will be disclosed outside the EU or outside countries that have been deemed suitable by the European Data Protection Supervisor.

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

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

and updating and, if interested, integration of the data itself.

j) To exercise your rights or request information regarding the processing of your personal data, please write to privacy@asc.sm.

13.1 Data retention and information lifecycle

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

Type of processing	Repository	Retention period	End-of-cycle processing
Paragraph 13.a.a1	ISO 27001-certified cloud with servers located in the EU	For the entire duration of the commercial agreement and for 10 years thereafter following	Data deletion
Paragraph 13.a.a2	ISO 27001 certified cloud with servers located in the EU	For the entire duration of the certification relationship and for the two three-year periods following its termination (as required by ISO 17021)	At the end of the certification cycle, in the event of non-renewal of the contract/termination of the relationship, all unnecessary data will be deleted. Only audit reports and technical reviews will be retained for the following two three-year periods. At the end of the second certification cycle, these will also be deleted. these will also be deleted.
Paragraph 13.a.a3	ISO 27001-certified cloud with servers located in the EU	12 months	Data deletion

13.2 Processing of information for remote auditing

Without prejudice to the provisions of the previous paragraph and in compliance with AS&C Procedures, in this form of audit, the customer agrees to send, if necessary, evidence (images, files or videos) to ensure the proper conduct of the audit.

The aforementioned images will be sent via the means agreed upon for the execution of the audit (Skype, Webex, Zoom, etc.).

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

Any other evidence necessary for the correct assessment of the management system, which may be sent by the

company,
will be deleted at the end of the audit.

Photos and videos will be stored in accordance with AS&C's document management procedures for the sole purpose of demonstrating that the audit was conducted properly.

14. RIGHTS AND DUTIES OF THE BODY

14.1 Amendments to the regulations

The Authority reserves the right to modify or update this document, including following changes to the reference regulatory document imposed by the Accreditation Bodies, or based on internal certification procedures.
The Body shall notify **the Organisation** of any changes and, if the Organisation does not intend to comply, it shall have the right to terminate the contract within 15 days of such notification.
An updated copy of these regulations is available on the website www.auditservicecertification.com.

14.2 Force majeure

The Body shall be exempt from the obligations arising from the contract entered into with **the Organisation** and shall not be held liable in any way if it is unable to fulfil its commitments due to reasonably unforeseeable circumstances.

15. RIGHTS AND DUTIES OF THE ORGANISATION

The certification issued **by the Body** on the management system does not relieve the company of its legal obligations arising from the processes and services provided and its contractual obligations towards its customers. In particular, it should be noted that **the Body** cannot be held liable for any legislative non-compliance.
The Body is not responsible for any inadequacies or damage of any kind caused by **the Organisation's** activities or its products, processes or services. The organisational and structural changes that **the Organisation** makes in order to obtain certification are the sole responsibility **of the Organisation** itself.
It should be noted that the issuance of a certificate for a management system does not correspond to certification of legislative compliance, nor is the role of the Auditors regulatory.

15.1 Changes to the Organisation's Management System

During the period of validity of the certification issued, **the Organisation** must notify **the Body** 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 event of voluntary or compulsory administrative insolvency proceedings, **the Organisation** must notify **the Body** within 10 working days. In the event of receivership with continuation of business, **the Body** may make the maintenance of certification subject to additional audits.
In the event of serious environmental accidents or accidents at work (with a prognosis of more than 30 days), **the Organisation** must notify **the Body** within 10 working days. In this case, **the Body** may decide to carry out an extraordinary audit to verify the absence of environmental and/or health and safety risks and the restoration of acceptable safety conditions.
For organisations certified to ISO 37001 and ISO 37301, the obligation to report the event within 10 days is also extended to any criminal and/or administrative measures, provisional and/or definitive, adopted by any authority relevant

to the management system.

For organisations certified to ISO 27001, ISO 22301, ISO 27701, ISO 20001-1 and 42001, the obligation to report the event is also extended to data breaches of any kind or IT issues with civil or criminal implications.

For organisations certified to ISO 39001, the obligation to report the event is also extended to road accidents that cause significant material damage (exceeding £1,000) and/or injury to the organisation's staff or anyone involved in the accident.

For the cases described in the two previous paragraphs, the Authority may decide to carry out an extraordinary audit to verify the absence of risks to the integrity of the management systems and the restoration of acceptable conditions of compliance or data security.

The Body has the right to suspend or revoke certification in the event of a negative outcome of such verification.

15.2 Observers and Inspectors of Accreditation Bodies

In order to verify that the assessment methods adopted by **the Body** comply with the relevant standards, the Accreditation Body, which guarantees the certifications issued, may request:

- the participation of its observers in the audits carried out by the Body. The **Organisation** must allow access to its premises to the **Body's** auditors, any observers or technical experts, as well as to the inspectors of the Accreditation Body accompanying **the Body**, and assist them during the audits, even if notified at short notice
- visits to **the** certified **Organisation** to be carried out directly by its own personnel and - in accordance with IAS AC477 (5.5), the Rules of Procedure for certification bodies and all related and/or consequent documentation published on the IAS website (www.iasonline.org) - carrying out visits to the certified Organisation conducted directly by the Accreditation Body's personnel (Market Surveillance). **The participation of observers in audits and/or any visits carried out directly by the Accreditation Body's personnel shall be conducted without prior notice.** The Organisation shall make available to the Accreditation Body all documentation from previous audits carried out by the Body, complete documentation of its management system and all documentation necessary to support the Organisation's processes (e.g. Management Review, Internal Audits, Audit Report, Resolution of Findings, Corrective Actions, etc.) and the activities carried out by the Accreditation Body. In addition, the System Manager or his/her substitute must be present in order to facilitate the activities of the Accreditation Body.

  If the Organisation does not grant its approval, or if serious critical issues are found during the inspection, the validity of the certificate will be withdrawn.

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

15.3 Obligation to provide information on legal proceedings

The Organisation must inform **the Body**, within 10 working days by fax, registered letter or certified mail, of any legislative non-compliance reported by the public authorities relating to violations of laws, regulations and legal proceedings for liability or violations of laws relating to the product/service for which the certification was issued. This obligation extends, in the event of accidents/injuries, to **Organisations** that have a certified occupational health and safety management system.

In such cases, **the Body** shall conduct an investigation which may involve Extraordinary Field Audits. At the conclusion of the investigation, **the Body** shall take the following measures:

- closure of the assessment with archiving;
- intensification of checks;
- suspension of certification;
- revocation.

16. FINAL NOTES

Signing the offer issued **by the Authority** implies that **the Organisation** has read, understood and accepted these regulations.