



# REGULATION FOR THE CERTIFICATION OF MANAGEMENT SYSTEMS

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Rev. No.	SUMMARY OF CHANGES	DATE
11	Addition of a clause regarding personal data protection; other minor updates	2026-04-24
10	Elimination of the requirements on the use of trademarks and inclusion in a specific Regulation	2025-11-19

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## 1. SCOPE AND FIELD OF APPLICATION

This Regulation describes the service of Certification of Management Systems provided by Kiwa Cermet Italia S.p.A. (hereinafter referred to as Kiwa Italia or Kiwa), in accordance with the requirements of the UNI CEI EN ISO/IEC 17021-1 Standard for Certification Bodies and with the rules for accreditation.

The requirements stated in this regulation are an integral part of the agreement entered into with Kiwa Italia (quotation, *Kiwa Regulation for Certification and General Terms and Conditions of Kiwa Cermet Italia for the performance of orders – hereinafter General Terms and Conditions*). These requirements refer solely to the aspects specifically connected with the scope of the requested certification.

The agreement expressly excludes any form of consultancy provided to the Customer<sup>1</sup> that could compromise the nature of independence of the assessments<sup>2</sup> carried out.

This regulation is also available on the Kiwa Italia website ([www.kiwa.it](http://www.kiwa.it)).

## 2. GENERAL PRINCIPLES AND GUARANTEES FOR THE CUSTOMER

In its certification activity, in addition to the *General Terms and Conditions*, Kiwa Italia applies the following principles:

- a) Absence of discrimination: access to certification services is granted to any Organisation requesting them, in accordance with this Regulation, without any discriminatory condition of a commercial or financial nature or regarding membership of particular associations.
- b) Impartiality and independence: ensured through formalized rules and controls, including:
  - certification activities are assigned to personnel with no interest in the Organisation subject to certification, bound to observe the rules of conduct and independence set by Kiwa Italia; regarding this aspect Kiwa Italia undertakes to accept any reasoned reports from the Customer concerning the existence of incompatibility of the assignment, which could compromise the impartiality or independence of judgment;
  - proper application of formalised rules and procedures used by all the personnel involved in certification services and periodic consultation appropriate interested parties in the certification process;
  - clear separation between the personnel carrying out the audit activities and the personnel responsible for the certification decision;
  - complete abstention from providing any assistance in defining and applying the requirements for obtaining the Certification of Management Systems.
- c) Prompt management of complaints and appeals, as defined in § 12 of this Regulation;
- d) Confidentiality: in addition to what is provided for in the *General Terms and Conditions* and in the *Kiwa Regulation for Certification*, Kiwa Italia requires all its personnel, including Auditors, to sign a confidentiality agreement as well as a document in which personnel commit to process any data that comes into their possession in accordance with the provisions of the applicable Data Protection legislation.
- e) Accreditations: Kiwa Italia undertakes to inform the Customer of any renunciation, suspension or withdrawal of the accreditation (in case of a service covered by accreditation), as well as to support the Customer during the transition to another accredited Body; in such cases Kiwa Italia will not be in any way responsible for any damages caused to the Customer by renunciation, suspension or withdrawal of the accreditation; in the aforementioned cases, the Customer has the right to withdraw from the contractual relationship with Kiwa Italia, without prior notice and without any additional charges.

## 3. MANDATORY REQUIREMENTS AND LIMITS OF LEGALITY CONTROL

The legal compliance of the Management System to which the certification refers shall be considered by Kiwa Italia an essential prerequisite for issuing the certification.

However, the certification issued by Kiwa Italia only concerns the compliance with the reference standard(s), and does not constitute a guarantee of compliance with the mandatory requirements. Such compliance is the sole

<sup>1</sup> Hereinafter also referred to as *Organisation*, or *Customer Organisation*

<sup>2</sup> Herein after also referred to as *audit or verification*

responsibility of the Customer Organisation, which retains responsibility, towards itself and towards third parties, for the legal obligations involved in the activities subject to certification.

In this regard, the audit activities of Kiwa Italia shall not be considered as a form of exemption from responsibility with regard to possible verifications carried out by the Competent Authorities.

For some Management Systems Certification schemes, with significant risks related to the legal compliance, the Customer may be asked to also provide Kiwa Italia with a written statement, signed by the Legal Representative of the Organisation, in which it shall sign a declaration of awareness that the conformity with legal requirements is the prerequisite for obtaining and maintaining the certification in accordance with the standard of the management system being certified, and that this conformity is a responsibility of the Organisation itself. Kiwa Italia shall inform the Customer of the need to provide such statement.

For Food Safety Management **Systems** (FSMS) in accordance with ISO 22000, the certification attests the safety or suitability of an Organisation's products within the food supply chain. However, an FSMS requires the Organisation to meet all applicable legislative and regulatory requirements, related to food safety through its management system.

In the case of ISO 14001 certification: if the Organisation has not submitted, for one or more authorisations required under environmental legislation, a complete and correct application **in order to obtain such authorisation(s)** (stating accurately all pertinent information) with a notice period not less than the time allotted by law to the Competent Authorities to issue the authorisation, or in case an Organisation, for an application submitted in compliance with the above requirements, is unable to produce objective evidence on formal reminders sent to the competent authorities concerned, after the legal deadlines to which these authorities were required to comply, Kiwa Italia shall issue a major non-conformity (ref. § 5.1). If the Public Authority to which the request for authorisation has been sent requests additional documentation to supplement what has already been submitted by the Organisation, the above-mentioned timeframe shall be considered suspended until the response is submitted. Where the law does not state a specific time limit, and it **is** not possible to find one in regulations of a general nature on administrative procedures or in the internal regulations of the competent authority for governing the specific processes, a time limit of six months will be considered (with the exception of cases in which the legislation provides for the so-called "tacit denial").

## 4. ACCESS REQUIREMENTS FOR THE CERTIFICATION

### 4.1 General requirements

Before starting the Certification process with Kiwa Italia, the Organisation shall meet the following requirements:

- have a Management System that fulfils the requirements of the Reference Standard and fully apply its Management System;
- accept the conditions set out in this Regulation;
- authorise access to premises, facilities, areas and information necessary to carry out the Audit;
- appoint its own Representative as main contact person for the Audit Team and ensure that any consultants present during the audit act as observers;
- be responsible for applying the requirements prescribed by the laws in force on matters of occupational **health and** safety. The Organisation undertakes to provide Kiwa Italia with complete and detailed information on the specific risks that exist in the workplace where Kiwa Italia personnel will be working and PPE necessary for carrying out the appointment, informing Kiwa Italia personnel concerning their correct use. In this regard, the Organisation shall provide appointed Kiwa Italia personnel the Company documentation concerning the workplace safety (D.V.R., safety plan, procedures, etc.), limited to aspects of specific interest. Where, due to such omissions, injuries occur or illnesses are contracted, no charge can be brought against Kiwa Italia for any reason;
- accept, without additional costs, any presence of Assessors from the accreditation/control body as observers during the audit. Kiwa Italia will inform the Organisation with regard to the possible presence of these auditors with a clear explanation of their roles. Their presence is intended to verify that the evaluation methods used by Kiwa Italia are in accordance with the requirements for accreditation;

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For Management Systems for which a risk analysis is required, the Organisation shall:

- adopt a method of risk assessment in accordance with the best practices and techniques available (for example those that may be derived from the reference standards on Risk management, laws or guidelines issued by the

Competent Authorities if any), and which shall be applied systematically and involve as many people as possible within the Organisation (internal and/or external resources);

- demonstrate the systematic use of the risk assessment procedure, which shall take into account any risk situations that have occurred (for the occupational health and safety scheme, it shall also take into account reports of near misses and actual accidents with statistics, from a reliable and validated source) broken down by geographic area.

For the certifications covered by accreditation, in order to ensure that the assessment procedures adopted by Kiwa Italia comply with the applicable standards, the Accreditation Body may require a visit to be carried out, called Market Surveillance Visit, at the certified Organisation, directly by means of its personnel.

Any such visit is communicated by the Accreditation Body to Kiwa Italia with 7 working days' notice. Upon receipt of such communication Kiwa Italia shall inform the Customer Organisation.

The audit plan is prepared by the Accreditation Body, which will make it available to Kiwa Italia; then Kiwa Italia shall send it to the Customer Organisation.

If the Customer Organisation does not grant its consent, the validity of the certificate is suspended until approval is granted for a maximum period of 3 months. After 3 months, if approval has not been granted, the certification is withdrawn.

The Organisation shall make available to the Accreditation Body the documentation that Kiwa Italia has used as a reference during the previous audits. The Market Surveillance Visit does not replace the normal certification maintenance audits provided for in the Audit Programme.

The Market Surveillance Visit procedures are indicated in the document IAF ID 04 (free download from IAF website: <http://www.iaf.nu>).

Other monitoring methods can be adopted by the accreditation Body, in order to verify the activities of Kiwa Italia, e.g. unannounced audit at the premises of certified entities, request for information from Organisations or Consulting Companies, or other methods of control established by the accreditation body.

#### 4.2 Applicability and Exclusions

Management System standards are generally applicable to any type of Organisation, of any size and nature, unless otherwise specified by the standard itself, or by the rules of the specific scheme. The non-applicability of specific requirements of the reference standard is acceptable only to the extent permitted by the applicable standards, provided it is adequately documented and justified. It shall be in any case verified by Kiwa Italia, which reserves the right to assess its relevance.

For example, for Road Traffic Safety Management Systems (ISO 39001 Standard), no requirements may be excluded.

For Anti-Bribery Management Systems (ISO 37001 Standard):

1. it is not possible to exclude the application of the standard to some sites or processes/functions in the same Country. The certification is issued to a single legal entity and it includes all sites, subsidiaries, branch offices, activities and processes actually carried out by the Organisation;
2. it is possible to limit the application to specific Countries, but the scope shall always include sensitive<sup>3</sup> processes and activities carried out abroad when they are carried out under the responsibility and the direct control of the Organisation (e.g. representative offices or branch offices, agents or intermediaries). This aspect shall be specified in the certificate;
3. in case of groups of companies, when significant activities/processes are carried out by other Companies of the Group (holding companies and/or subsidiaries), also abroad, paragraph 8.5 of UNI ISO 37001 shall apply.

For Occupational Health and Safety Management Systems (ISO 45001), all sites, at which the activities falling in the scope of application are carried out, shall be included in the certification, without the possibility of exclusions.

For Environmental Management Systems (ISO 14001), in case of organisations offering various services, the Organisation may decide whether to apply the Environmental Management System (EMS) to all activities or a subset of its services, provided that such decision is stated clearly and unmistakably and the limitation of the EMS scope is such

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<sup>3</sup> Non-exhaustive list of sensitive activities and processes: finance and control, sales, agents and sales network, purchasing, institutional figures and corporate bodies, Top management offices and Board of Directors, internal auditing, licensing, tenders and authorisations, human resources management (including management, recruitment, employment and career advancement), administration and cash management, procurement, management of gifts and donations, relationships with institutional authorities and control bodies, management of patronage and sponsorships, disputes and complaints management, IT services, security management, control and testing activities.

that a clear organisational independence of elements to be separated is established (see point 3.1.6 of UNI EN ISO 14001). Moreover, if a service is provided in the area as an activity of off-site activities in various sites which are logistically independent of one another (e.g. cleaning or maintenance sites, waste collection, etc.), but managed by a single central coordinating site, all sites of external work where the service is provided and which refer to the same coordinating headquarter – whether similar to permanent sites or temporary sites – shall fall within the EMS scope.

If one (or more) operating units of the Organisation, but not all units within the same site, can be certified, Kiwa shall indicate the operating units not covered by the certification on the certificate, clarifying that they are excluded from the certification scope. In particular, if the exclusion refers to activities typically service-related and are carried out in the field or at mobile sites, Kiwa shall indicate such exclusion in the certificate scope or, alternatively, the indication “limited to the activities of...” or a similar statement shall be written before the activities included in the scope of the management system to be specified in the certificate, so as to prevent any doubts from arising regarding the activities not included in the MS’s scope.

For FSMs (with reference to ISO 22003-1:2022, as amended and supplemented): multisite sampling is only allowed for the Categories “A, B, F, G” and is permitted for Category “E” only for re-heating facilities (for instance catering for events, coffee bars, pubs) and only for structures with limited preparation or cooking (for instance reheating, frying). Multisite sampling is not allowed for any other identified categories.

### 4.3 Personal data protection and obligations of the Customer Organisation

Activities relating to the certification issuance/extension, surveillance and renewal do not normally require access to personal data in plain form, except where strictly necessary for the performance of the contract.

Kiwa Italia shall process personal data made available by the Customer Organisation as an independent data controller, for the purposes specified in the privacy policy provided to the Customer Organisation.

The Customer Organisation remains, in any case, responsible for the lawfulness, fairness and compliance of the processing activities carried out within its own operations, including those subject to verification for certification purposes.

In particular the Customer Organisation undertakes to:

- ensure that adequate information is provided to its employees, collaborators and, where applicable, third parties concerned, regarding audit activities and any access to personal data within certification activities, making Kiwa Italia’s privacy notice available regarding personal data processing, in accordance with the provisions of the applicable data protection legislation;
- limit the disclosure of personal data only to what is strictly necessary for conformity assessment activities, prioritising, where possible, evidence that does not involve personal data processing;
- mask, anonymise or pseudonymise non-relevant personal data, including, by way of example but not limited to, special categories of personal data pursuant to Article 9 of Regulation (EU) 2016/679 (GDPR), such as data referring to health, trade union membership or religious beliefs of personnel, collaborators or third parties, as well as data relating to criminal convictions and offences pursuant to Article 10 of the GDPR;
- ensure that any personal data communicated to Kiwa Italia has been collected and processed in a lawful, fair and compliant manner with the applicable data protection legislation.

Where, due to specific requirements of the certification scheme or applicable legal obligations, it is necessary to nevertheless allow consultation of evidence containing special categories of personal data or criminal records, the Customer Organisation shall ensure that such access complies with the principles of necessity and proportionality, is limited to what is strictly necessary and, where possible, takes place in a controlled manner, preferably on-site and without allowing the Audit Team to copy or retain such data.

It is understood that Kiwa Italia does not require, nor is it obliged to process personal data exceeding what is necessary for certification purposes and shall not be held liable for any unlawful or non-compliant transmission of personal data by the Customer Organisation in breach of the principles of lawfulness, data minimisation and relevance.

## 5. CERTIFICATION PROCESS

### 5.1 General requirements

Each Audit includes:

- an initial meeting in which the [audit](#) objectives are shared, the methods for carrying out the activities, the criteria for classifying non-conformities (NC) with the consequent corrections and corrective actions and the confidentiality obligations to which Kiwa Italia personnel are bound;

- a meeting at the end of the audit, restricted to the Audit Team, which meets to assess the evidence recorded, classify it and prepare the report;

- a closing meeting in the presence of the Customer Organisation, at which the outcome of the Audit is presented and clarifications are given on the results formalised in the [audit report](#), the conclusions regarding the Management System's conformity to the relevant standard, specifying any NCs recorded. At the end of the closing meeting, the Lead Auditor issues a report describing the audit results. Any differences of opinion between the Audit Team and the Customer Organisation, regarding the audit results or the conclusions, shall be discussed and resolved, where possible. In the event of any unresolved divergent opinion, the Customer Organisation may express reservations regarding the audit results.

The audit language may be Italian or English. In the latter case, Kiwa Italia reserves the right to assess whether the continuous presence of qualified translators to support the audit team is necessary, at the expense of the Customer Organisation. In the case of other languages, other than Italian or English, it will always be necessary for the Organisation to guarantee the continuous presence of appropriate translators at its own expense.

In case, during the audit, significant deviations are found between the actual organisational conditions and what has been communicated by the Organisation, the Audit Team shall immediately notify Kiwa Italia of such discrepancies in order to decide possible contractual modifications with consequent adjustment of the Audit duration<sup>4</sup>.

Each finding identified during the Audits<sup>5</sup> is classified as follows:

**Major non-conformity:** non-fulfilment of a requirement that affects the capability of the Management System to achieve the intended results and compromises the effectiveness of the product / service. It may concern:

- a deviation or total absence of conformity in relation to a specified requirement, found on the basis of objective evidence;
- a failure to comply with legal requirements applicable to the scope of certification.

**Minor non-conformity:** non-fulfilment of a standard requirement or the partial failure to comply with one or more requirements of the Management System and/or of the agreement stipulated with Kiwa Italia, that does not affect the ability of the Management System to achieve the intended results, not falling within the category of the major non-conformities previously described.

Multiple minor non-conformities related to the same requirement of the Standard, depending on the contents and the overall audit outcome, may result in the issuance of a major NC.

Minor NCs not resolved and/or not addressed by the Organisation may lead to the issuing of a major NC.

**Opportunity for improvement:** a situation highlighted during the Audit that can provide an opportunity for improving the [Management System](#).

## 5.2 Requirements for Multisite Organisations

In the case of multi-site organisations, before the certification audit, the Organisation shall have carried out at least one internal audit on each site and verified its compliance.

For FSMSs (reference to ISO 22003-1:2022 as amended and supplemented) the Organisation shall have carried out the internal audit at least one year before the certification audit and, where applicable, have assessed the effectiveness of corrective actions. After being certified, the annual internal audit shall cover all Organisation's sites included in the certification scope of the multisite Organisation and the continuous effectiveness of [corrective actions](#), relating to non-conformities attributable to causes applicable to multiple sites, extending them to all sites covered by the scope of the Management System, shall be proved.

The results of these internal audits shall be presented to Kiwa Italia during the [audit](#) and any corrective actions shall be documented.

The Organisation shall also ensure that management review covers all sites included within the scope of the Management System.

<sup>4</sup> The term "significant deviation" means a difference that requires a change in the duration of the audit as established in document IAF MD 5 and in the additional relevant rules of the specific certification scheme.

<sup>5</sup> Except for Stage 1 during which any issues that could be classified as nonconformities in Stage 2 are identified.

The certification is granted when all the sites verified in the initial certification audit have reached the level of conformity required for certification.

In the event that serious deficiencies are found in a single site, it is not permitted for the Organisation to request exclusion of [that site](#) from the certification scope instead of resolving the [NC](#).

The certification is entirely suspended if during the [periodic](#) surveillance any of the [certified](#) sites does not meet the conditions for maintaining the certification.

### 5.3 Application for Certification

On the basis of the information supplied by the Organisation, Kiwa Italia drafts a quotation for the Certification, indicating the reference Standard(s) and the scope of the Certification as indicated by the Customer Organisation.

The return of the signed quotation for certification to Kiwa Italia, duly signed [by the](#) Organisation, constitutes the formal [application](#) for Certification activities, as well as the acceptance of the contractual and economic conditions (set out in the quotation), of the conditions contained in this Regulation, in the *Kiwa Regulation for Certification*, as well as in the *General Terms and Conditions* (also available on the website [www.kiwa.it](http://www.kiwa.it))<sup>6</sup>.

If the quotation is acceptable, the Organisation [shall](#) send Kiwa Italia:

- a Chamber of Commerce Registration certificate issued no more than 6 months prior to submission, or an equivalent document;
- list of active worksites (where applicable);
- additional documentation regarding specific Certification Schemes (where applicable) previously communicated by Kiwa Italia;
- proof of payment of the agreed deposit (where applicable).

When Kiwa Italia receives these documents, Kiwa Italia shall examine them to verify that:

- ◆ data and documents requested have been provided in full;
- ◆ the requirements of the certification service have been clearly defined and understood by both parties;
- ◆ Kiwa Italia is able to perform the activities requested;
- ◆ there are no inconsistencies from the information supplied at the time of requesting the quotation.

If the result of the above-mentioned examination is positive, [the agreement becomes effective and](#) the Certification process [may commence](#). In the event of a negative outcome, Kiwa Italia may request any necessary additions or modifications before formally starting the process or may inform the Customer that it is not possible to proceed, providing justification.

Kiwa Italia shall inform the Organisation in advance of the members of the Audit Team; in the event of conflicts of interest, the Organisation may request their replacement, within 3 working days, by submitting a formal and justified request.

### 5.4 Preliminary Audit

If the Organisation requests for a Preliminary Audit to be carried out, which may be offered as an option at the quotation stage, this can be performed in order to assess the level of implementation of the Management System before initiating the certification process (Stage 1 and Stage 2).

The results of the Preliminary Audit are documented but are not considered for the purposes of the certification process and of the subsequent issuance of the certificate. They are therefore only expressed in terms of non-conformities, do not require the Organisation to notify Kiwa Italia concerning the corrective actions it intends to take and they are not subject to analysis for issuing the certification.

### 5.5 Initial Certification Audit

During the initial certification Audit, the Audit Team shall assess the Management System in accordance with the applicable requirements. The initial certification Audit is conducted in two stages: Stage 1 and Stage 2.

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<sup>6</sup> Kiwa Cermet will inform the Customer concerning all the possible subsequent amendments to the contractual documents; it is responsibility of the Customer always having the update version of these documents, downloading them from website [www.kiwa.it](http://www.kiwa.it).

### 5.5.1 Stage 1 Audit

Stage 1 audit shall be conducted, at least in part, at the Organisation's premises.

For the ISO 22000 Standard, in exceptional circumstances, a part of Stage 1 may take place off-site. (E.g. sites located in very remote areas, very short seasonal production periods).

For Credit Management Systems and for Management Systems for Bribery Prevention, the entire Stage 1 (including the documentary analysis) shall always be carried out at the Customer Organisation, without any exception.

Stage 1 includes:

- documentation review;
- a review of the location and the particular conditions of the site(s) of the Organisation;
- exchange of information with the Organisation personnel, in order to assess the level of readiness for Stage 2;
- the assessment of the Organisation's understanding of the requirements of the Standard;
- collection of the information regarding the scope of the Management System, processes, legal and regulatory requirements, including confirmation of the information supplied to Kiwa Italia by the Organisation;
- a review of the allocation of resources for the Stage 2 Audit and agreement with the Organisation on the planning of the Stage 2 Audit, gaining sufficient knowledge of the management system and of the activities of the Organisation site, with reference to the possible significant aspects;
- verification that internal Audits and management review have been planned and are being carried out according to that plan and assessing that the level of implementation of the Management System provides evidence that the Organisation is ready for Stage 2.

For the ISO 22000 standard, during Stage 1, the following aspects are also assessed:

- whether the identified PRP (Prerequisite Programs) cover the activities and products of the Organisation and are appropriate to the company activity;
- whether there are adequate processes and methods for the identification and evaluation of the HACCP hazards with the corresponding categorisation and definition of control measures;
- whether the mandatory requirements on food safety have been adopted;
- whether, for multisite Organisations, at least one internal audit has been carried out at each site in the year before the certification.

If during Stage 1 any changes in organisational data and activities are found compared to what was communicated by the Customer at the time of drawing up the quotation, the methods and duration of Stage 2 and of the subsequent surveillance audits may differ from what was initially proposed in the quotation.

With regard to the documentation verification, this will consist of different documents based on the relevant Management System standard. Documentation shall include a sufficiently detailed description of the Management System scope, in relation to all requirements of the relevant standard. Depending on the result of Stage 1, the Customer is obliged to make any modifications or additions to the documents. Kiwa Italia may request the modified documents to be submitted for a new analysis before moving on to the next activities. The Customer shall retain a controlled, up to date copy of the reviewed documents for Kiwa Italia and make it available on request, for the entire period of the agreement with Kiwa Italia.

Stage 1 results are appropriately documented and promptly communicated to the Customer Organisation. In fact, at the end of Stage 1, the Audit Team provides the Customer with a copy of the audit report, which the Customer signs, and agrees the details for Stage 2 with the Organisation, including its planning and the detailed audit plan.

The report is submitted for internal review and approval by Kiwa Italia. If, within 60 calendar days of the end of Stage 1, the Customer has not received any communication, or receives a Stage 2 notification by Kiwa Italia, the report may be considered automatically confirmed. Otherwise, if following internal examination Kiwa Italia considers that any modifications need to be made to the contents of the report, it will give formal notification to Organisation, providing explanations for each variation made and indications of the subsequent actions.

For Standards relevant to Quality Management Systems, in exceptional circumstances in which Stage 1 is not carried out at the Organisation sites, but entirely at Kiwa Italia, the Organisation is obliged to provide Kiwa Italia with an additional data and documentation that will be requested at the time of accepting the quotation, for the purposes of

allowing Kiwa Italia to carry out Stage 1. In [these cases](#), Kiwa Italia reserves the right to require completion of Stage 1 on-site, if the documents and data requested for carrying out Stage 1 identify issues requiring further on-site verification in order to achieve the objective of Stage 1. Stage 1 reporting [and](#) result management will take place in the same way as described above. Such cases will always be established by Kiwa Italia according to parameters such as: characteristics, dimensions, complexity of the Organisation and the scope of the certification.

Depending on Stage 1 results, Kiwa Italia may establish decide to postpone or cancel Stage 2.

#### 5.5.2 Stage 2 and issuance of the Certification

The objective of Stage 2 is to evaluate the implementation, as well as the effectiveness, of the Customer's Management System.

Stage 2 is planned to take place at a time interval after Stage 1, in such a way as to allow the Organisation to resolve the issues that emerged in Stage 1 and the proper planning of Stage 2 by Kiwa Italia.

The maximum time that can elapse between Stage 1 and Stage 2 will be set by Kiwa Italia and shall be such as to guarantee that the results of Stage 1 are still valid. The system, the Organisation and the regulatory and legislative context therefore shall not undergo significant variations between the two stages.

In exceptional circumstances and for substantiated reasons, decided by Kiwa Italia, the two stages may be carried out consecutively. In such instances if the result of Stage 1 is negative, the initial certification audit shall nonetheless be completed, but a new Stage 2 audit shall be required.

In case of significant changes that would have an impact on the Management System, in the period between Stage 1 and the scheduled date for Stage 2, Kiwa Italia may require the repetition of all or part of Stage 1.

The Stage 2 always takes place on the premises where the processes that are the subject of the certification are carried out. This Audit extends to all requirements of the Standard and to all products/services and sites covered by the certification.

At the start of Stage 2, the resolution of any findings notified in Stage 1 is assessed.

For Energy Management Systems (ISO 50001) for the purpose of issuing certification, the Organisation being audited shall be able to demonstrate, through objective evidence, a continuous improvement of energy performance.

At the end of Stage 2 Audit, the Audit Team issues a copy of the Audit report to the Customer, who signs it. The report is submitted for internal examination and approval by Kiwa Italia, for the subsequent decision as to whether or not certification is granted.

For any Non-conformities found in Stage 2, the Organisation shall send Kiwa Italia, on the relevant forms, its proposal for corrections and corrective actions agreed (along with an analysis and formalisation of the causes that generated them), with a timescale for implementation.

The application cannot be reviewed for the final decision until the proposal for resolving and taking the corrective actions for the non-conformities has been received. In addition, before the certification is issued the resolution of any major non-conformities shall be verified, according to the review methods set by Kiwa Italia (Audit on the Customer premises and/or Audit through documented evidence). This assessment shall take place no later than 6 months from the last Stage 2 day; if this period is exceeded, but within 12 months from the last day of Stage 2, it will be necessary to conduct another Stage 2 before proceeding with the certification process. After 12 months the process shall restart from Stage 1.

The assessment of the implementation and effectiveness of the corrections and corrective actions concerning minor non-conformities is carried out by Kiwa Italia in the subsequent periodic surveillance Audit.

If the certificate is issued, Kiwa Italia sends a communication with the certificate attached and including any requests arising in the Certification Decision phase.

If the certificate is denied, Kiwa Italia will notify the Organisation, which will report what was established during the Certification Decision phase and the relative consequent actions.

Once certification has been issued, Kiwa Italia adds the Organisation to the list of Certified Companies. This list is available on the website ([www.kiwa.it](http://www.kiwa.it)).

The list of certificates covered by accreditation is also provided to the Accreditation Body with the frequency and by the methods set by the Accreditation Body itself.

*In addition, the list of Quality Management System certifications regarding sector IAF 28 is communicated by the methods prescribed by the Accreditation Body Accredia in conjunction with the Competent Authority.*

Any requests for changes to the content of the certificate shall be sent to Kiwa Italia in writing and prior to the first useful audit activity.

The Certificate of Conformity is valid for 3 years from the date of first issue. The date of first issue cannot be prior to the date of the certification decision.

Reproduction (including in colour) of certificates of conformity issued by Kiwa Italia is permitted, provided that it fully reproduces the original in full. Partial reproduction is not permitted.

### 5.6 Surveillance Audit

Kiwa Italia carries out periodic surveillance Audits on Certified Organisations, in order to verify that they continue to comply with the reference requirements and in order to ensure a complete review of the Management System in each certification cycle. Surveillance Audits are always carried out [at the](#) sites where the activities subject to certification take place.

Surveillance Audits take place once a year within the expiry month of the certificate, except for the first Surveillance Audit following the initial certification, that shall not exceed 12 months from the date of the certification decision.

During surveillance audits an assessment of the resolution of the non-conformities identified during previous audits is carried out, as well as a review of the implementation and effectiveness of the corrective actions taken.

For Energy Management Systems (ISO 50001) in order to maintain certification, the Organisation shall demonstrate the implementation of actions to improve energy performance.

At the end of the Audit, the Audit Team issues a copy of the Audit report to the Customer, who signs it. The report is submitted for internal examination and approval by Kiwa Italia. The report shall be considered confirmed if within 60 calendar days no further notification is given to the Organisation. Otherwise if, following internal review, Kiwa Italia considers that any modifications need to be made to the content of the report, it will give formal notification to the Organisation, providing explanations for each variation made and indications of the subsequent actions.

In the event of Non conformities, the Organisation shall send Kiwa Italia, within 20 working days and on the relevant forms, its proposal for treatment and corrective actions agreed (along with an analysis and formalisation of the causes that generated them), with a timescale for implementation. If within 30 working days of sending this the Organisation has not received any communication, it may consider the treatments and the plan of action set out automatically accepted.

In the event of major non-conformities, Kiwa Italia will notify the Organisation of the consequent actions: on-site audit at the Customer's premises and/or Audit based on documentary evidence. This Audit shall take place no later than 6 months from the previous one (Kiwa Italia may set a shorter time period depending on the seriousness and number of non-conformities reported).

In the event of a negative result or the above mentioned period being exceeded, the Organisation will be subject to a suspension measure as stated in § 8 of this Regulation.

In case of several major NCs or NCs highlighting a significant non-conformity of the Management System with the reference standard for the certification, Kiwa Italia may impose immediate suspension of the certification as indicated in paragraph 8 of this Regulation.

A review of the implementation and effectiveness of the corrections and corrective actions taken for minor non-conformities is carried out by Kiwa Italia at the next Surveillance Audit.

Based on the information reported in the Audit report (countersigned by the Organisation representative), regarding significant changes to the Management System within the Organisation or to the context in which the reference system operates (e.g. legislative modifications) and/or the number of staff involved, Kiwa Italia reserves the right to modify the contractual conditions for subsequent audits (for example as a result of the need to vary the duration of the Audits), by notifying the Organisation.

If, during the initial phases of the surveillance audit, the Lead Auditor finds significant changes not previously communicated by the Organisation, such that they do not allow the Audit to be conducted within the timescale indicated in the agreement, the necessary contractual modifications shall be settled with Kiwa Italia before the visit can be made. In this case Kiwa Italia will issue a non-conformity for failure to comply with a contractual requirement of this regulation (ref. paragraph 10.1) whose extent depends on the applied change and the subsequent potential and/or actual effects on the certified management system.

The postponement of an already scheduled and agreed Audit, for reasons attributable to the Organisation, shall be notified to Kiwa Italia at least 30 days before the scheduled date, otherwise a penalty of 50% of the agreed fee will be invoiced, along with any expenses incurred.

Surveillance Audits are invoiced according to the schedule set out in the agreement; if the Audit is postponed for reasons attributable to the Organisation, the activity shall nevertheless be invoiced at 100% of the cost, for the month in which the audit was originally scheduled (regardless of the actual date of the Audit).

Carrying out the Surveillance Audits prescribed in the certification cycle is conditional upon the Organisation being up to date with payments for all previous services supplied.

As well as on-site Audits, surveillance activities may also include by way of example:

- a) requests to the certified Customer regarding aspects pertaining to the certification;
- b) a review of the Customer declarations for its own business activities (for example advertising materials and website);
- c) requests to the Customer to provide documents and records (on paper or by electronic means).

These other forms of monitoring can be applied by Kiwa Italia depending on: information received from external sources, results of the Audits, input from the Accreditation Body (for accredited services) etc.

### 5.7 Certification Renewal

Kiwa Italia carries out a renewal audit every three years, with a Certification Decision that shall precede the expiry of the certificate, to ensure that the Organisation's Management System continues to comply with the requirements of the specific certification scheme.

The date of the Renewal Audit shall not be postponed beyond the expiry date of the certificate.

The Renewal Audit takes into consideration the performance of the Management System and includes a review of the reports of previous surveillance audits and the Audit Programme.

For this purpose, the Audit is extended to all requirements of the Standard, to all products/services covered by the certification and also involves a renewed review of the Company Management System documentation. The Renewal Audit is always carried out at the premises where the processes covered by the certification take place.

For ISO 9001, for Organisations in IAF 28 sector, in cases where active worksites are not available during the renewal period, the audit shall in any case be carried out within the scheduled period (the decision shall come before the expiry of the certificate), even if the audit is limited to the document assessment and records only for building site activities. If the abovementioned audit is successful, certification renewal may be granted, subject to an additional audit to be carried out as soon as the Organisation informs Kiwa Italia of the beginning of building site activities and within 6 months from the certification renewal. Upon expiry of the 6-month period allowed for the additional audit, the certification will be suspended for a period not exceeding one month, after which the certificate will be withdrawn.

For Energy Management Systems (ISO 50001) for the purpose of renewal of the certification, during the audit, the Organisation shall demonstrate through objective evidence, a continuous improvement of energy performance.

On the basis of the information provided in the last Audit report (countersigned by the Organisation representative), regarding significant changes to the Management System, the Organisation, the context in which the reference system operates (e.g. legislative modifications) and/or the number of staff involved, as well as the performance of the Management System over the three-year period, Kiwa Italia will review the contractual terms. The Organisation will then be notified of any modifications, relating to the Renewal visit and the subsequent three-year period, applying the fees stated in the last valid quotation. These modifications may also require a complete Stage 1 Audit to be performed, which will be notified by Kiwa Italia with at least 3 months' notice prior to the expiry date of the certificate.

If, during the initial phases of the renewal visit, the Lead Auditor finds significant changes not previously communicated by the Organisation, the necessary contractual modifications shall be settled with Kiwa Italia before the visit can be made.

Audit methods and management of findings, including any NCs, are the same as those of the Surveillance Audits.

If any major NCs are found, if it is not possible to verify their resolution before the certificate expires, Kiwa Italia will decide upon suspension of the certification or, in more serious cases, withdrawal of the certification (ref. § 8).

In case where numerous major NCs are recorded or highlight a substantial discrepancy of the Management System from the relevant standard for certification, Kiwa Italia shall establish a prompt measure of suspension or withdrawal of the certification as indicated in paragraph 8 of this Regulation.

If the Renewal Audit has a positive outcome, certification may be renewed; while if the outcome is negative, the certificate will not be renewed and the Organisation will be charged for the fees owing, including expenses. If the Organisation intends to reactivate the certification, a new certification process will need to be initiated, as described in the previous paragraphs of this regulation.

Carrying out the Renewal Audit is conditional upon the Organisation being up to date with payments for all previous services supplied.

The postponement of an already scheduled and agreed Renewal Audit, for reasons attributable to the Organisation, shall be notified to Kiwa Italia at least 30 days before the scheduled date, otherwise a penalty of 50% of the agreed fee will be invoiced, as well as any expenses incurred.

Renewal Audits are [invoiced, in accordance with the schedule set out in the agreement](#). [If the postponement of the audit occurs for reasons attributable to the Organisation](#), the activity shall nevertheless be invoiced [at 100% of the cost](#), for the month in which the audit was originally scheduled (regardless of the actual date of the Audit).

Following renewal, the validity of the certificate of conformity is updated.

## 6. CHANGES TO THE SCOPE OF THE CERTIFICATION

### 6.1 Extension of the scope

The Organisation may request an extension of the scope of the certificate, following the same process as the initial issue, which may involve the addition of new products/processes/services and/or new sites/production sites.

The extension requires an Audit, carried out at the Organisation's premises, covering the elements of the Management System and an examination of the documentation to which the extension will apply.

The duration of the Audit depends on the extension requested and could involve an full repetition of the certification process; the extension Audit can be organised in conjunction with the Surveillance [or](#) Renewal Audits.

The ways in which the [extension](#) Audits are conducted and the management of findings are the same as those for Surveillance Audits, taking into account that, before the extension is approved, any major non conformities shall be verified as resolved, according to the assessment methods set by Kiwa Italia (audit at the Customer's premises and/or Audit based on documentary evidence) no later than 6 months from the issuance of the major [NC](#) (Kiwa Italia may set a shorter time period depending on the seriousness and number of non-conformities reported).

If the outcome is positive, the decision to extend the certification may proceed, while in the case of a negative outcome the extension process shall be terminated.

If the outcome is positive, the Certificate of Conformity will be reissued with the new extended scope, retaining the original expiry date.

No changes to the scope of the Certification may be [directly](#) discussed during an auditing unless the Organisation has previously notified Kiwa Italia in writing and obtained its acceptance.

### 6.2 Reduction of the scope

The reduction may refer to the scope and/or sites covered by the certification.

Kiwa Italia shall reduce the scope of the existing certification:

- upon request of the Organisation;
- if certain parts are found no longer complying with the requirements, and the Organisation [is unable to restore compliance within the timelines and in accordance with the rules established by the certification scheme](#)
- if certain parts of the certification scope are no longer performed by the Organisation and, therefore, can no longer [be verified by](#) Kiwa Italia.

The reduction of sites or part of the scope is not permitted for certifications issued under Occupational Health and Safety Management System schemes.

The reduction of sites or part of the scope for Environmental Management System certifications can only be implemented only if it complies with the rules for accreditation (stated in the official documents of the Accreditation Body).

The reduction can also be proposed [by the](#) Lead Auditor during a Surveillance [or](#) Renewal Audit and recorded in the [Audit](#) report.

Following the reduction, the Certificate of Conformity will be reissued, with the new reduced scope, retaining the original expiry date. The Organisation shall promptly update all communication and promotional materials relating to certification to reflect the new reduced scope.

Kiwa Italia will notify the Accreditation Bodies and/or to other third parties, that may request it, of the reduction.

## 7. EXTRAORDINARY AUDITS

### 7.1 Supplementary Audits

Kiwa Italia reserves the right to carry out Supplementary Audits for the reasons specified in the *Kiwa Regulation for Certification* or for requests arising during the Certification Decision phase and communicated in advance to the Organisation.

Kiwa Italia may also carry out supplementary audits to investigate further any critical situations (see § 10.2).

Such supplementary Audits, at the expense of the Organisation, do not replace and modify the process and frequency of the periodic Surveillance Audits.

### 7.2 Short-notice or unannounced audits

Kiwa Italia reserves the right to carry out Audits at short notice (5 working days before the scheduled audit date) or unannounced audits following reports, complaints or failure to notify changes that are of such importance and significance to give rise to serious doubts regarding the Management System's non-conformity with the certification requirements and/or this regulation.

Such Audits, paid for by the Customer Organisation, do not replace or modify the process and frequency of the periodic Surveillance Audits.

Given the short notice period or the lack of notice (in the case of unannounced audits) and the Organisation's inability to reject the auditors appointed by Kiwa Italia, the utmost care will be taken when selecting the Audit Team.

In the case of an unannounced audit, the Lead Auditor shall present the audit plan to the Organisation and shall agree the details at the beginning of the audit.

If the Organisation does not make itself available for such audits, Kiwa Italia reserves the right to suspend or withdraw (in more serious cases) the certification issued.

## 8. SUSPENSION AND WITHDRAWAL OF THE CERTIFICATION

### 8.1 Suspension of Certification

The certification may be suspended for the reasons specified in the *Kiwa Regulation for Certification* or at the request of the Customer Organisation.

Except in special circumstances (as determined in any case by Kiwa Italia) the period of suspension may not exceed 6 months, beyond this period, if the reasons that led to the suspension are not removed, the certification shall be withdrawn.

During the period of suspension, the Customer Organisation loses the right to use the Kiwa Italia certification mark, the certificate and is removed from the list of the Certified Organisations. The conditions for reinstating the suspended certification (including the necessary audit activities), shall be determined by Kiwa Italia based on the reasons that led to the suspension and depending on the duration of the suspension.

If the Customer Organisation does not implement the actions specified by Kiwa Italia for reinstating the suspended certification, the certification shall be withdrawn or, where possible, its scope will be reduced.

Kiwa Italia reserves the right to notify the accreditation bodies and/or to other third parties, that may request it, of the suspension.

### 8.2 Withdrawal of the Certification

The certification can be withdrawn for the reasons specified in the *Kiwa Regulation for Certification* or at the request of the Customer Organisation.

The withdrawal of the certification results in the automatic resolution pursuant to art. 1456 of the Italian Civil Code of the agreement to which this regulation applies, except, in any case, compensation for any damages suffered by Kiwa Italia.

Following withdrawal of the certification, the Customer Organisation loses the right to use the Kiwa Italia Certification mark and is removed from the register of Certified Organisations.

Kiwa Italia will notify the accreditation bodies and/or to other third parties, that may request it, of the withdrawal.

*Certification withdrawals relating to the ISO 9001 Standard, relating to IAF sector 28, will be communicated to the competent Authority and to the Accreditation Body Accredia, in accordance with the methods specified [by the latter](#) in conjunction with the Authority.*

## 9. USE OF THE CERTIFICATION MARK

The Customer with a Management System certified by Kiwa Italia may choose whether to use the certification mark granted for use by Kiwa Italia.

If the certification mark is used, the Customer shall comply with all the applicable rules set out in the *Kiwa Regulation for Certification* and in **RG 01 ALL** Regulations for Use of the Mark, to which reference is made ([www.kiwa.it](http://www.kiwa.it)).

*For Credit Risk Management Systems, if the Organisation chooses to use the certification Marks, the Scheme Owner's certification Mark shall also be used, in combination with the Kiwa mark and the Accreditation Body's mark, in accordance with the rules set out in the above-mentioned Regulation RG 01 ALL and without exceeding the size of the other associated marks.*

## 10. COMMUNICATIONS TO KIWA ITALIA

### 10.1 Changes to the Management System

The certified Organisation shall promptly inform Kiwa Italia in writing in the event of significant changes such as those indicated in point 5.2 of the *Kiwa Regulation for Certification*, including the site(s), the Management System descriptive documentation, significant changes to the products/processes/services and/or the number of personnel involved.

Following such changes, Kiwa Italia shall assess the consequent actions to be taken **such as**: the need to carry out a supplementary Audit, if necessary, accompanied by a revision of the certificate, or the need to initiate a new certification process.

### 10.2 Notification of Critical Situations

The Organisation that is certified or undergoing certification shall promptly inform Kiwa Italia of any event or critical situation that may jeopardise the conformity of the management system, such as: judicial and/or administrative proceedings, incidents, emergency situations that have occurred, serious accidents (for the certification of management systems for occupational health and safety), exceptional events, non-compliance with legal requirements, related to the management system, or major non-conformities that jeopardise the assurance of conformity of the management system.

For anti-bribery management systems, Kiwa Italia shall be immediately provided with detailed information on any event related to corruption-related events that may have involved the Organisation and/or one or more of its resources, the consequent actions adopted to contain the effects of such event, the root cause analysis and the corrective actions. In these cases, Kiwa Italia reserves the right to assess whether to inform the market that such Organisation is "subject to assessment for specific events" (without prejudice to legal obligations and regulated market requirements).

For all the above-mentioned notifications, the Organisation shall provide Kiwa Italia with precise indications and documentation on the resulting actions adopted to mitigate the effects of such event, an analysis of root causes and corresponding corrective actions.

Failure to comply with these conditions can lead to suspension, or in more serious cases, withdrawal of the certification.

## 11. TRANSFER OF CERTIFICATIONS ISSUED BY OTHER BODIES

Kiwa Italia recognises the validity of certificates issued by other Certification Bodies accredited by recognised authorities and forming part of the Mutual Recognition Agreement (IAF MLA – Multilateral Agreement)

Certification transfer shall take place upon explicit request of the Organisation and includes at least the assessment of:

- reasons leading to the transfer request;
- previous audit reports of the outgoing Certification Body (verification of the absence of major NCs, and of any outstanding supplementary audits);
- the validity status of the certificate to be taken over;
- the existence of any ongoing complaints and their management;
- legal disputes with Public Administration, legal complaints (regarding the management systems), legal proceedings in progress.

The transfer shall always include the assessment of the Organisation's documentation.

Kiwa Italia reserves the right to carry out an on-site visit at the Organisation, if after the assessment of documentation further on-site investigation is deemed necessary.

Transfers are subject to the Certification Decision as for **initial** issuances. If the results are positive, the Certificate of Conformity will be reissued maintaining the original certification history and expiry date of the original certificate issued by the outgoing Certification Body.

Depending on the stage of transfer, the relevant Surveillance **or** Renewal Audit may only be carried out after the transfer has been completed, while maintaining the audit date specified in the audit programme.

If the above-mentioned requirements are not met, the request shall be dealt with as a new certification.

## 12. COMPLAINTS AND APPEALS

### 12.1 Complaints

The Organisation may submit a documented complaint concerning its relations with Kiwa Italia in connection with certification activities.

The complaint may arise from issues encountered during the certification process, such as, for example, delays in completing the various phases and/or improper conduct by Auditors of the Body.

Kiwa Italia records complaints, examines them and informs the claimant of the actions taken, within thirty days of receiving the complaint.

Complaints are handled by personnel not involved in the activities that are the subject of the complaints.

Kiwa Italia shall agree with the claimant whether and to what extent the content of the complaint and its resolution should be made public.

### 12.2 Appeals

If the claimant is not satisfied with the response received, or intends to appeal against the decision of Kiwa Italia, the claimant may submit an appeal in writing.

The appellant shall state the grounds for its appeal and, where the appeal refers to a decision made by Kiwa Italia (e.g. reporting of a major non-conformity), it shall be presented to Kiwa Italia within 10 calendar days from the date of communication.

Appeals are handled by personnel not involved in the activities being appealed.

Kiwa Italia will provide the appellant with a written response and notify any actions to be taken within 30 working days of the date of receipt of the appeal.

A detailed description of how to present complaints and appeals is given on the website [www.kiwa.it](http://www.kiwa.it).

### **13. RIGHT OF UNILATERAL WITHDRAWAL FROM THE CONTRACT**

Kiwa Italia may freely withdraw from the agreement with the Customer Organisation by giving written communication to the Customer Organisation by giving six months' notice prior to the effective date of withdrawal. The withdrawal by Kiwa Italia results in the withdrawal of the issued certification. The Organisation is in any case obliged to pay Kiwa Italia the amounts due for the services received during the notice period, as established in the last valid quotation.

If the Organisation wishes to terminate the agreement, the unilateral withdrawal, during the validity period of the Certification, requires compliance with the notice periods established in *General Terms and Conditions* and in the *Kiwa Regulation for Certification*.

For a notice period of less than three months but more than two weeks prior to the scheduled audit, the Customer shall pay 50% of the amount due for the next activity specified in the agreement. For periods of notice of less than two weeks, the conditions specified in the *General Terms and Conditions* shall apply.

In case of termination of the Agreement, Kiwa Italia will issue an invoice for the expenses of closing the certification process, in accordance with the last valid quotation.

### **14. UNILATERAL AMENDMENT OF THE CONTRACT**

Kiwa Italia reserves the right to modify this Regulation at any time. Any new clauses / changes made will be effective from the time they are communicated to the Customer, in writing.

The Organisation that does not intend to accept the amendments may withdraw from the contract, by giving written notice by registered letter with return receipt or certified mail within 30 calendar days, under penalty of forfeiture, from the day following the communication to Kiwa Italia.

The withdrawal will take effect from the last working day of the month in which the customer's communication is received.