



REGULATION FOR CERTIFICATION UNDER ITALIAN NATIONAL NETWORK CODE OF POWER-GENERATING SYSTEMS Terna Scheme Annex A18

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rev. n°	SUMMARY OF CHANGES	DATA
4	Update following the merger of Kiwa Creiven in Kiwa Cermet, with alignment related to setting and graphics; some paragraphs referring to general principles and requirements have been inserted.	2025-11-19
3	Previous revision by Kiwa Creiven	2025-03-25

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1. SCOPE AND FIELD OF APPLICATION

This Regulation of Kiwa Cermet Italia (hereinafter referred to as Kiwa o Kiwa Italia) establishes the general conditions for the provision of Certification Service of Power-Generating Systems, compliant to the National Network Code issued by TERNA S.p.A., in application of the DPCM of May 11th 2004.

The conformity is established according to the Annex A.18 of the Network Code, that disciplines procedures and methods for carrying out conformity assessments of power-generating facilities to certain technical connection requirements provided for in the Network Code and related Annexes, as well as the procedures and methods to perform the assessments.

The certification scheme is represented by ARERA resolution n. 40/2021/R/EEL of 9.2.2021 and Annex A.18 to the Terna Network Code in the last revisions in force.

The tests object of on site assessment for certification are those provided for to be carried out directly and autonomously by the power-generating facility Owner, under self-certification regime (chap. 6.4 of Annex A18), it is stated that such tests concern the power-generating facilities with at least one PU with a capacity not less than 50 MVA. For such power-generating facilities, the power-generating facility Owner shall periodically carry out the conformity tests according to what is set out in Annex A.18 (chap. 6.4).

The expressed requirements in this regulation form an integral part of the contract entered into with Kiwa Italia (economic quotation, *The Kiwa Regulation for Certification and General Terms and Conditions of Kiwa Cermet Italia for the performance of orders* – hereinafter *General Terms and Conditions*). Such requirements are solely referring to aspects specifically linked to the field of application of the certification required.

Any form of consultancy for the Client is expressly excluded from the subject matter of the contract, that may impair the independent nature of the assessment carried out.

This regulation is also available on Kiwa Italia website (www.kiwa.it).

2. DEFINITIONS

- **A18:** abbreviation referring to the technical guide included in Annex A18. “Conformity assessment of power-generating facilities to the technical provisions of the System Operator”
- **Generator / power-generating modules:** Set of equipment intended for conversion of energy supplied by any primary energy source into electricity.
- **CB:** Certification Body Kiwa Italia
- **Power-generating facility configuration:** definition of works and machineries that enable the production of electricity and of electricity generation modules, of facility auxiliary services and transformers located upstream of the grid of connection point(s) with third-party access obligation.
- **Certification:** is the procedure under which Kiwa Italia proceeds with the Type examination and attests that the Type of the assessed product meets the requirements of the reference standards.
- **Power-generating facility owner:** subject certification holder, in charge for operating the power-generating facility
- **AR:** authorised representative of the certificate holder, signatory of the management documents of the certification process.
- **Certification requirements:** all the specified requirements, which constitute a necessary condition for the issuance and maintenance of product certification.
- **PU:** Production Unit
- **PPM:** Power Park Module

3. GENERAL PRINCIPLES AND GUARANTEES FOR THE CUSTOMER

In its certification activities, in addition to what is provided for in *General Terms and Conditions*, Kiwa Italia applies the following principles:

- a) Non-discrimination: certification services are accessible to any Organisation requesting them, in accordance to this Regulation, without any discrimination of a commercial or financial nature, or regarding membership of particular associations.
- b) Impartiality and independence, ensured through formalised rules and controls including:
 - the conduction of certification activities assigned to personnel who do not have interest in the Organisation subject to certification, who are held to observe the rules of conduct and independence established by Kiwa Italia. On this point, Kiwa Italia undertakes to accept any possible justified reports from the Customer, concerning the existence of incompatibilities of the duty assigned that could compromise the impartiality or independence of judgment;
 - on time implementation of formalised rules and procedures in use by all certification services personnel and periodic consultation with appropriate certification stakeholders;
 - clear separation between the personnel carrying out the audit activities and personnel participating in the certification decision;
 - total abstention from carrying out assistance activities in defining and applying the requirements for obtaining certification.
- c) Prompt management of complaints and appeals, as per § 11 of this Regulation.
- d) Confidentiality: in addition to that provided for in *General Terms and Conditions* and in *The Kiwa Regulation for Certification*, Kiwa Italia requires all of its personnel, including its Auditors, to sign a confidentiality agreement and a document in which they commit to treat any information that comes into their possession in accordance with the provisions of the Privacy Act.
- e) Accreditations: Kiwa Italia undertakes to inform the Customer about any possible renunciation, suspension or withdrawal of the accreditation, in such cases Kiwa Italia will be in no way responsible for any damages caused to the Customer by the renunciation, suspension or withdrawal of accreditation; in such cases, the Customer has the right to opt out of the contractual relationship with Kiwa Italia, without the need for prior notification and without additional costs.

4. MANDATORY REQUIREMENTS AND LIMITS OF LEGAL COMPLIANCE CONTROL

Legislative compliance, pertaining the object of certification, will be considered by Kiwa Italia as an indispensable prerequisite for certification issuance.

The certification issued by Kiwa Italia, however, concerns only compliance with the reference standard(s), therefore it does not constitute a guarantee of conformity with mandatory requirements, that is an obligation of specific purview of the Customer Organisation, which remains solely responsible, toward itself and to third parties, for the legislative fulfillments connected with the activities subject to certification.

In this regard, Kiwa Italia audit activities shall not be considered as a substitute from any possible verifications conducted by the Competent Authorities.

5. GENERAL REQUIREMENTS

The assessment for certification consists in the execution of the verifications, to be carried out by the power-generating facility Owner, as provided for in A18 and attended by the CB.

The CB auditor assesses the proper execution of the tests, the metrological traceability of measurements, fills in the relevant checklists and recommends the issuance of certification.

The Decision-making body of the CB decides on the issuance of the certificate.

Parties subject to assessment are required to participate and cooperate with the evaluator in order to ensure that they are carried out smoothly.

6. CERTIFICATION PROCESS

6.1. Applicability

The applicability of certification process is defined by the A18 for all the power-generating facilities:

- in the phase of first activation;
- subject to modernization or significant modifications, limited to the systems and adjustments impacted by such interventions;
- composed of PUs having one of the following characteristics:
 - i. for synchronous power-generating modules, PUs with capacity of 100 MVA or above, or composed at least by one module with a capacity of 50 MVA or above;
 - ii. for PPMs, PU with capacity of 50 MVA or above.

6.2. Application for certification

To access the certification service it is necessary to submit the appropriate Application on Kiwa Italia form, that requires the following information:

- information of the power-generating facility Owner (Owner) consisting of company name, name, address, legal status, etc.
- Identification of the power-generating facility to be certified.
- The reference edition of the A18 under which certification is required.
- The Authorised Representative (AR) that, delegated by the power-generating facility Owner, takes care of the relationships and obligations of the procedure.
- Indication of the methods of carrying out the tests (on one's own or with the involvement of external laboratories).
- Indication of the reason for the Application:
 - 1° activation.
 - Power-generating facilities undergoing modernization or modifications, indicating the systems and adjustments affected by such interventions.
 - Periodic verification deadline.
- The time available based on the interim operational notification (ION) issued by TERNA.
- Technical data to allow the assessment of configuration and conformity, as in example: general description, block diagram, characteristics of the Rotary Converter, characteristics of the First Engine, characteristics of the Energy storage system (ESS), if any, auxiliary systems.
- Indication of availability of the listed signals necessary for carrying out the tests.

Each application shall be accompanied by the following statements attesting:

- conformity of adjustments, protections and their calibrations in emergency or electrical system restoration conditions;
- the suitability of the regulation systems to ensure the stable operation of the power-generating modules (or of the PU);
- the functionality of interface protection apparatus with the network;

The CB assesses whether the time available for the validity of the IOL is compatible with the execution of the necessary tests, if not, it invites the applicant to contract with TERNA a derogation from the expiry terms of the IOL.

6.3. Application, Quotation and Review

The receipt of Application and of the sufficient technical and administrative information allows Kiwa Italia to issue a quotation which gives the following information:

- Description of the Assessment service.
- Plan of tests to carry out at the power-generating facility depending on whether it is a first activation, changes to configuration already certified or certificate renewal.
- The amount due, as per Kiwa Italia current price list, detailed for the requested activities.
- The warning that, in case of negative outcomes, additional assessments and repetitions of tests are to be borne by the power-generating facility Owner.
- Invoicing and payment methods.
- Service delivery timelines.
- The evaluator to whom the practice will be assigned.

The CB reports to the applicant the presence of conflicts of interest with regard to the laboratory selected and indicated in the Application (e.g. due to existing and/or past commercial relationships between Kiwa Italia and the laboratory).

The AR has three (3) working days from the receipt of the quotation to refuse the assignment of the evaluator, with justified reasons and in writing. In such a case, Kiwa Italia proposes a new evaluator or communicates the renunciation of the certification process.

Upon receipt of the quotation signed for acceptance, Kiwa Italia reviews all the data that has been provided to it up to that point, verifying that:

- the requirements for the provision of the requested service have been clearly defined, documented and understood by both parties;
- Kiwa Italia has the ability to carry out the required activities;
- data and documents required have been provided in full;
- there are no differences comparing to the data provided at the time of the Application.

With a positive outcome of such review, Kiwa Italia may activate the certification process. With a negative outcome, Kiwa has faculty to ask for all the integrations or modifications necessary before the formal start of the process and to adequate, consequently, the terms and conditions of the quotation or, whether the critical issues encountered prevent the provision of the service from Kiwa, notify the Customer of the impossibility to start such process giving reason to.

6.4. Assessment

6.4.1 General requirements

The evaluator:

- makes arrangements to define the schedule of checks and tests to attend at the power-generating facility;
- in the case of a power-generating facility dependent on weather conditions (solar, wind), the calendar shall take into account foreseeable conditions;
- requires signed prior approval of the tests plan and schedule by the power-generating facility legal representative or by its AR.

In case weather conditions worse in a non-predictable way during the audit and prevent the scheduled tests from taking place, the audit session can be prolonged for the necessary time, counted to quotation price.

In the event that a short-term improvement is not to be expected, the evaluator shall suspend the activities and agree on a new tests session and the sending of an updated quotation to be approved, including the additional time required.

The evaluator attends the execution of the tests and assesses:

- correspondence between what has been declared in the Application and *de facto* state of the power-generating facility configuration;
- metrological referability of measurements performed with the power-generating facility own instrumentation and third-party laboratories;
- preparation and execution of tests;
- conformity of outcomes according to the requirements as per A18 o as per the references in it reported.

The evaluator records on the specific checklist the outcomes and evidences. At the end of tests programme, communicates the results obtained, submits the assessment report for signature in preliminary form and agrees on the delivery of the test reports which may not exceed 2 (two) months from the end date of the test activities.

The evaluator, once acquired the Test Reports compliant to the certificate drafting requirements, (see A18 par. 22), draws up the full Assessment Report.

If the assessments have had a positive outcome, the evaluator proposes the decision on certification to the decision-making body of Kiwa Italia.

6.4.2 Negative assessments

In case of a negative assessment and impossibility of solution of non-conformity, as part of the trial sessions, the evaluator draws the Assessment Report in preliminary form, reporting the findings emerged and submitting the acknowledgement signature to the power-generating facility representative.

The AR shall communicate which corrective actions intends to implement and the relative timeframes. Timeframes shall be compatible with the limits imposed by IOL communication.

In case of no reply by three (3) months from findings communication, or if the AR does not intend to undertake the corrective actions, Kiwa Italia shall close the assessment, notifying TERNAL of it, and the power-generating facility Owner is requested to pay for the activities carried out.

If the power-generating facility Owner complies with the findings, Kiwa Italia assesses the correct implementation and effectiveness of the actions undertaken, reserving the right to request the repetition of the tests.

The costs for carrying out the supplementary activities are understood to be borne by the power-generating facility Owner. If the activities are different from those already budgeted for, Kiwa Italia issues a quotation, as per the current price list.

The certification issuance cannot be granted until the non-conformities detected have been removed and the assessment is concluded with a positive outcome.

6.5. Certificate Issuance

The Kiwa Italia decision-making body, that does not take part in the assessment, proceeds with the review of the assessment and, with a positive outcome, approves the certificate of conformity.

7. VALIDITY OF THE CERTIFICATES AND MUTUAL OBLIGATIONS

7.1 Validity of certificate

The Certificate has an expiry date defined by A18 Scheme, that is 3 years for all power-generating facilities composed by PUs having the following characteristics:

- for synchronous power-generating modules, PUs with capacity of 100 MVA or above, composed by at least one module with capacity of 50 MVA or above;
- for PPMs, PUs with capacity of 50 MVA or above.

The Certificates issued by Kiwa Italia are in the name of the power-generating facility Owner and shall not be transferable without the interventions and assessment of the case by Kiwa Italia.

The Certificate ceases to be valid on the following circumstances:

- changes to configuration already identified in the Application and documented in the tests;
- cessation of conformity with certification specified requirements due to regulatory, legislative and technological updates.

7.2 The power-generating facility Owner's obligations

The power-generating facility Owner shall undertake to:

- keep available the signals listed in the Application for certification or agree on the method of access to them;
- operate the power-generating facility in conformity with the requirements and with the certification configuration;
- inform Kiwa Italia in advance of the changes that intends to make to the power-generating facilities configuration;
- inform Kiwa Italia of transfer or transformation of company name;
- reproduce the certificate in its entirety without omissions, partial reproductions or use of extracts;
- maintain documentation of non-conformities relating to the issued certificate and make them available to Kiwa Italia upon request;
- be responsible for the implementation of the requirements provided for by regulations in force, in the matter of safety at workplaces. The Organisation shall undertake to provide Kiwa with complete and detailed information relating to the specific risks existing in the environment in which the personnel of Kiwa are intended to operate and the to provide the PPE necessary for the performance of the assignment, informing the personnel of Kiwa of their correct use. In this regard, the customer Organisation shall provide the personnel appointed by Kiwa the company documentation relating to the safety on workplace (Risk Assessment, safety plan, procedures, etc.), limited to items of specific interest. In addition, for the purpose of carrying out activities, it is specified that the Customer shall ensure that the Kiwa Italia technicians are accompanied by at least one appointee of the Customer, of which the Customer himself guarantees the adequate technical expertise, accident prevention competence, and adequate training with respect to the specific existing risks, pursuant to current legislation, included the Legislative Decree (D.Lgs) n. 81/2008. When for such omissions, injuries occur or diseases are contracted, no charge may be brought against Kiwa for any reason.

7.3 Kiwa Italia's obligations

Kiwa Italia shall promptly notify the power-generating facility Owner that conformity with regulatory requirements has ceased due to legislative, regulatory or technological development, so that the power-generating facility Owner can provide for the adaptation of the product in time. The power-generating facility Owner has the power to accept the changes or renounce the certification.

Kiwa Italia maintains the list of certificates and communicates, upon request, only their validity, suspension or revocation status.

7.4 Certificate review

In the event the certificate is no longer valid, the power-generating facility Owner submits a new Application and the necessary documentation for the assessment, as already described in the preceding paragraphs.

Kiwa Italia examines the case and issues a quotation based on the actual needs for documentary and technical evaluation.

In case the assessment has a positive outcome, the existing Certificate is cancelled and replaced by a new certificate.

8. USE OF THE TRADEMARK

Use of the KIWA trademark is not permitted.

9. RENUNCIATION, SUSPENSION, WITHDRAWAL OF CERTIFICATION

9.1. General provisions

Every action of Certificate suspension, withdrawal or renunciation binds the power-generating facility Owner to cease the Certificate use and its advertising, by any means and any form.

9.2 Renunciation

The power-generating facility Owner may renounce the product certification obtained, in cases where:

- the interest in using the certificate has ceased;
- the power-generating facility Owner does not accept the new prescriptions arising from updates to these Regulations;
- the power-generating facility Owner does not accept the new requests for documentary and/or experimental additions, due to legislative, regulatory or technical development.

The renunciation of certification shall be notified to Kiwa Italia via certified mail or registered letter.

In case of the new requests and additions are not accepted, the renunciation shall be expressed by 30 (thirty) days from the communication sent by Kiwa Italia.

As from the date of renunciation, every reference and advertising of the certificate issued by Kiwa Italia shall cease.

Kiwa Italia shall notify the cancellation of the Certificate via certified mail or registered letter, update the list of certificates and notify TERN S.p.a. of it.

9.3 Suspension

The Certification may be suspended by Kiwa Italia for the reasons given in *The Kiwa Regulation for Certification* or, in case of communication, from the certified subject, of temporary situations of non-conformity to certification requirements or limited operational notification (LON).

In case of suspension, Kiwa Italia notifies the power-generating facility Owner of the imminent suspension of the certificate, granting ten working days, from the date of receipt of the communication, to transmit the reasons and documentation justifying its actions.

- Kiwa Italia notifies the suspension notice via certified mail or registered letter, by specifying:
 - ✓ The reasons for suspension.
 - ✓ The period of suspension, that shall not exceed 6 (six) months.
 - ✓ The conditions the power-generating facility Owner shall meet to be admitted again in the use of certification, eliminating the causes that determined the suspension.

Kiwa Italia shall update the list of certificates and notify TERN S.p.a. of it.

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

If the power-generating facility Owner fails to comply with the requests or does not remove the contested causes for suspension, within the indicated period, Kiwa Italia shall proceed with the withdrawal of the Certificate.

9.4 Withdrawal

Kiwa Italia may withdraw the issued Certification for the reasons given in *The Kiwa Regulation for Certification* and in all cases where there is evidence of:

- adoption of changes made to power-generating facility configuration without a prior involvement of Kiwa Italia;
- failure to adequate the product to the product requirements posed by the new revisions of the applicable rules.

Kiwa Italia shall notify, via certified mail or registered letter, the withdrawal notice, specifying the reasons, update the list of certificates and notify TERNA S.p.a. of it.

Kiwa Italia shall notify accreditation bodies and/or other third parties, who request it, of the withdrawal notice.

10. RIGHT OF ACCESS TO THE ACCREDITATION BODY

The power-generating facility Owner shall grant Accredia inspectors, even without prior notice, the access in accompaniment of Kiwa Italia personnel. Accredia inspectors are entrusted with inspection and surveillance activities on Kiwa Italia activities.

11. COMPLAINTS AND APPEALS

11.1 Complaints

The Customer Organisation may present a documented complaint, having as its object its reports relating to certification activities with Kiwa Italia.

Such complaint may arise from inconveniences that occurred during the certification process, such as, for example, delays in completing the various phases and/or incorrect behavior by the Body's Auditor.

Kiwa Italia shall record the complaints, analyse them and inform the complainant about the actions taken, within thirty days from the date of receipt of the complaint.

The complaints are handled by personnel not involved in the activities objects of the complaints.

Kiwa Italia will determine with the complainant whether and to what extent, the content of the complaint and its resolution should be made public.

11.2 Appeals

Whether the complainant is not satisfied with the reply received, or intends to oppose a decision of Kiwa Italia, may appeal in writing.

The appellant shall state the reasons of the appeal and, in the event that such appeal relates to a decision of Kiwa Italia, it shall be submitted to Kiwa Italia within a period of 10 calendar days from the date of communication of the decision.

The appeals are handled by personnel not involved in the activities covered by the appeals.

Kiwa Italia shall provide the appellant a written reply and shall notify any actions to undertake within 30 working days from the date of receipt of the appeal.

The detailed arrangements for the submission of complaints and appeals are set out on the website www.kiwa.it.

11.3 Reports

In the event a report is received regarding the conformity of a certified power-generating facility, Kiwa Italia shall notify without delay the power-generating facility Owner and TERNA S.p.a., then proceed with the case assessments, also informing the reporter of the actions taken under its jurisdiction.

12. UNILATERAL RIGHT OF WITHDRAWAL

Kiwa Italia, in addition to any other right or remedy provided for by contract or by the law, may freely withdraw from the contract with the Customer Organisation, with written notice to the Customer Organisation with six months' notice from the effective date of withdrawal. The withdrawal by Kiwa Italia involves revoking the

certification issued. The Organisation is still required 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 wants to withdrawal from the contract, the unilateral withdrawal during the period of validity of the Certification requires compliance with the notice periods set out in the *General terms and Conditions* and in *The Kiwa Regulation for Certification*.

In the event of contract termination, Kiwa Italia will issue an invoice, in relation to the costs of closing the certification process, as established in the last valid quotation.

13. UNILATERAL AMENDMENT OF THE CONTRACT

Kiwa Italia reserves the right to amend these Regulations at any time. Any new clauses/variatioins made, will be effective from the moment they are communicated to the customer in writing.

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

The withdrawal will be effective from the last working day of the month of receipt of the communication by the customer.