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Regulation Terms of Reference for Certification SG | RE-OPE-001-1

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Terms of Reference for Certification | RE-OPE-001

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Terms of Reference

Scope of the document:

This document establishes the Conditions for the Conformity Assessment Services of Global Certification Alliance SAS BIC, which operates under the following services:

- Systems Certification Services: quality, environmental, safety, health and other certifications in non-GFSI management systems in accordance with national and international standards;
- Process Certification Services in accordance with national and international directives or legislation, and process certification services in accordance with non-mandatory normative documents, specifications, or technical regulations; scheme owners (if applicable).

These General Conditions, and as applicable, the Proposal, the Application, the Codes of Practice, the Terms and Conditions of the Global Certification Alliance SAS BIC Certification Mark Use document, constitute the entire agreement (the "Agreement") between the Client and Global Certification Alliance SAS BIC unless otherwise stated, no variation to the Agreement shall be valid unless agreed in writing and signed by the client and Global Certification Alliance SAS BIC.

1. Definitions

Accredited Body: means any organization (whether public or private) that is authorized to appoint Certification Bodies;

Request: means the request for service by a Client;

Certificate: means the Certificate issued by the competent Certifying Body;

Certifying Body: means any company that is authorized to issue Certificates;

Proposal: means the type of services to be provided by Global Certification to the Client.

Report: This is a report issued by Global Certification Alliance SAS BIC to the Client indicating whether or not a recommendation will be made to issue a Certificate.

Terms and Conditions of the Global Certification Alliance SAS BIC Certification Mark License: means the terms and conditions governing the license to use the applicable Global Certification Alliance SAS BIC Certification Mark.

Special audits: Audits other than ordinary audits that are planned for different purposes:

- Extraordinary audit that, at the discretion of the Conformity Assessment Body (CAB), may be announced or unannounced: Audit that may be generated to evaluate aspects such as complaints from an interested party about a certified management

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system, significant changes in the management system, evaluation following a serious incident related to occupational health and safety, among other aspects.

It may be in person or remote at the discretion of the OEC and depending on what needs to be evaluated on an extraordinary basis.

- **Scope Adjustment:** An audit requested by the client or conducted at the discretion of the OEC to assess the certified scope, whether to expand or reduce it.

Supplementary audits: These serve to supplement any significant aspect that, for various reasons, was not evaluated during the standard audit. They may be requested by the RT when reviewing the audit documentation or by the Certification Committee when making the decision.

2. Our main responsibilities and obligations

2.1 Commitments

2.1.1 We are committed to maintaining confidentiality, security, and data protection.

- Maintain confidentiality through legally enforceable agreements with all collaborators regarding all information known in connection with the client's business activity, regardless of whether it is specific to the company or its business relationships, unless the client exempts Global Certification Alliance SAS BIC from this obligation in writing.
- Keep evaluation, audit, verification, and other written statements regarding the results of its activities confidential and not provide them to third parties, unless the client consents to the information being shared with an interested party or as required by law or regulatory authorities. In all cases, the client will be notified.
- Comply with applicable legal and customer requirements regarding confidentiality, security, and data protection, whether accessed in person or remotely.
- Maintain client information up-to-date and provide information on the status of a given attestation to critical stakeholders (Accreditation Bodies, Scheme Owners, IAF Certsearch).

2.1.2 Handling Complaints and Appeals

- Process information related to the handling of Complaints and Appeals as provided in procedure PR-SG-001-Complaints, Appeals and Complaints, available on the OEC website.

2.1.3 Appointment of evaluators and coordination of conformity assessments.

- Global Certification Alliance SAS BIC is committed to employing competent evaluators. In the event of a justified objection by the client to one or more evaluators appointed to perform the activities provided for in the contract, we undertake to submit a new proposal. In the event that an evaluator must be absent

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before or during an evaluation, we undertake to promptly re-coordinate the pending audit, in agreement with the client.

2.1.4 Notification of Changes

Global Certification Alliance SAS BIC is committed to communicating to certified companies any changes to:

- The standards/schemes or requirements against which the attestation was issued.
- Procedures related to conformity assessment activities that could affect the agreement with the customer.

2.2 Findings Management

Global Certification Alliance SAS BIC manages the assessment findings following the provisions of the Reference Standards and the additional requirements of the different schemes.

All categories of findings are communicated to the client by the evaluator at the opening meeting. The findings regarding the client's compliance are also communicated at the closing meeting.

2.3 Specific provisions

Global Certification Alliance SAS BIC is not responsible to the client or third parties for the quality of the client's product or service, because it does not directly participate in any process or decision-making in the development of the product or service, or in its distribution.

Global Certification Alliance SAS BIC will not provide any of its services exclusively, nor will it commit to doing so, in the sense that it is intended to be inhibited from evaluating and registering other companies in any industrial sector, including those in the same sector or activity as the contracting party.

For ISO/IEC 27006 (8.4 Access to the organization's records) and ISO/IEC 20000-6:2017 (8.4.1 Access to client documents) access to the client's documents is required. In the event that Global Certification Alliance SAS BIC cannot access them because the client determines that they are not available because they contain confidential or sensitive information, Global Certification Alliance SAS BIC will determine the feasibility of performing the service.

For ISO/IEC 20000-6, ASCEND shall have access to evidence of the identification of other parties involved in the provision of services to the client and how they are controlled, as specified in ISO/IEC 20000-1.

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For ISO 13485, auditing regulations and legal provisions requires an additional 20% of the audit time.

3. Granting of the Certification

The certification is carried out in two stages. These can be carried out consecutively; however, the time between each stage will depend on what the Auditor establishes in Stage 1.

No more than 6 months should elapse between Stage 1 and Stage 2, otherwise Stage 1 must be repeated.

Attestations are granted once it has been verified that any non-compliance or weakness has been closed (any type of open non-compliance finding within the organization, regardless of its categorization), with respect to a completed conformity assessment.

In cases where findings are detected during the conformity assessment process, the client will have the following timeframes for treatment:

- Non-conformities:

The client must submit the corrective action plan (CAP) and evidence of compliance.

To submit the PAC, the client will have 30 calendar days from the date the audit is completed.

For follow-ups and renewals, if the PAC is not received after this time, the client must justify the reasons for the delay, and the appropriate treatment will be determined, which may include extending the deadline or suspending the certificate.

For Stage 2, the client will have up to 6 months to evaluate the effectiveness of the actions associated with the major NC. If this is not the case, certification will not be recommended, and another Stage 2 audit will be required.

The client will have three months (including the 30 days required for the PAC) to submit evidence and evaluate the effectiveness of the actions taken. This will be done through a documentary review or an in-person or remote evaluation, as appropriate. After this date, the certificate will be suspended for follow-up and renewals, and no certificate will be issued for stage 2 evaluations.

If more than three months are required, additional time may be added, provided the client provides appropriate justification. The maximum time for the effectiveness evaluation to occur is six months after the last day of the audit.

When a concession is granted for periods longer than three months, follow-up audits may be conducted at the discretion of the OEC to evaluate the effectiveness of the action plan proposed and justified by the client.

If necessary (as recommended by the evaluators) to return to the company to verify the implementation of the relevant corrective actions, this will involve a Post Evaluation, with the costs of this evaluation being borne by the company.

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- Minor nonconformities

The client must send only the PAC.

The client has 30 calendar days from the audit completion date to submit the PAC. After this time, if the PAC is not received, the client must justify the reasons for the delay, and the appropriate approach will be determined, which may include extending the deadline or suspending the certificate.

For Stage 2, the client will have up to six months to submit the PAC. If this is not the case, certification is not recommended and another Stage 2 audit must be conducted.

The effectiveness of the actions taken will be assessed during the client's next routine audit.

If the non-conformity is not addressed during the next audit or if it is found that the actions taken are not effective, the finding may be upgraded.

- Observations

Submission of a PAC to the OEC is not required. It is expected that the observations will have been processed by the next evaluation.

If the observations are not addressed during the next audit, or if the actions taken were ineffective and the risk materialized, the finding's category may be upgraded.

- Opportunities for Improvement

Submission of a PAC to the OEC is not required. It is expected that by the next evaluation, opportunities for improvement will have been addressed, with justification for those not addressed.

If the Improvement Opportunities have not been managed during the next audit, and the reason for not taking it can only be justified, it will constitute a risk and the Improvement Opportunity may be elevated to Observation, considering that it undermines the continuous improvement of the system.

Global Certification Alliance SAS BIC reserves the right to refuse to issue certification of compliance if, despite complying with regulatory provisions, there are significant facts that could indicate that the company's management does not meet the criteria for corporate social responsibility. This will be notified and justified to the company. This does not exempt the organization from the cost of the certification process, which is borne by the client company.

In all cases, Global Certification Alliance SAS BIC will formally communicate the final status of the declaration of conformity to the client.

The license to use the Registry issued by Global Certification Alliance SAS BIC is valid for the period indicated in the certification. It can be renewed by completing the corresponding assessments as indicated in the Standard/Scheme. The use of the

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trademark is strictly prohibited for organizations or their processes that do not have a certification from Global Certification Alliance SAS BIC authorizing their use.

3.1 Maintenance of the Attestation

Certification maintenance is carried out through follow-up assessments that may be semi-annual and/or annual, or other activities according to the corresponding Standard/Scheme.

For Management Systems certification: The first surveillance audit must be conducted within 12 months of the last day the certification decision was made. After this period, the certificate will be suspended. The organization may reverse the suspension status through a surveillance audit to be conducted within six months of the suspension date. After six months, the certificate will be revoked, and a full audit (Stage 1 + Stage 2) will be required.

For all other follow-up audits, audits must be conducted within one year of the 12-month certification cycle. If a certified client does not allow follow-up audits to be conducted, the tolerance for certificate suspension is 2 or 3 months upon presentation of a note explaining the reasons. In all cases, the CAB will analyze the situation and decide whether to accept the extension. If accepted, the CAB will set a time limit of 2 or 3 months. The suspension should not exceed 6 months from the originally scheduled cycle date. After this period, the certificate will be canceled and a new certification audit must be conducted.

3.2 Renewal of attestations

Certification renewals will be conducted through renewal audits within the timeframe specified in the certification and following the certification cycle.

For management system certification, assessments must be coordinated so that the renewal process is completed before the certificate's expiration date. Once this period has expired, the company's certificate will be declared expired. The client organization may reverse the expiration status within 6 months of expiration, once the renewal audit has been conducted and all pending activities arising from the audit have been completed. After 6 months from the expiration date, if the activities have not been completed, the organization's certificate will be canceled. To become certified again, the company must complete Stage 2 again if it has not been more than 6 months since cancellation. If this time is longer, it must complete Stage 1 + Stage 2. In all cases, once the certification is canceled, a new audit must be conducted, which will entail a new certification. This will mean the loss of traceability with the previous certification.

Note:

Renewal audit activities may be required to be stage 1 in situations where there have been significant changes to the management system, the organization, or the context in which the management system operates (e.g., changes in legislation).

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3.3 Extraordinary events or circumstances.

In the event of extraordinary events or circumstances that affect the implementation of the planned and agreed-upon activities of Global Certification Alliance SAS BIC or the certified organization and prevent an evaluation from being conducted within the planned timeframe, Global Certification Alliance SAS BIC may assess the extension of a certificate's validity based on the mandatory provisions governing the activities of CABs, as well as the specific conditions applicable to each Standard/Scheme or the provisions of the Accreditation Bodies.

4 Agreements/Contracts.

4.1 General Modifications

There is a possibility that, due to various needs, the company may need to make changes to the object of evaluation or change the name of the company or business name. To do so, the company must notify us in writing, without undue delay, so that a determination can be made as to whether a new evaluation or change of the attestations is necessary, the cost of which will be borne by the Client company.

These changes include, but are not limited to, for example, changes related to:

- the legal, commercial, organizational or ownership status;
- organization and management (e.g. key management, decision-making or technical staff);
- contact address and sites;
- scope of operations under the certified MS;
- significant changes in Member State and processes.

In the event of changes related to moving to a new location, this will require a new certification.

Any modification must be agreed upon in advance between the client company and Global Certification Alliance SAS BIC. Requested modifications may require the establishment of new agreements between the parties.

4.2 Fees and Payments

The fee quote provided to the Client covers all stages leading to the completion of the assessment program or operations, the delivery of an attestation (Report, Certificate, Opinion, etc.), and the periodic monitoring that Global Certification Alliance SAS BIC will carry out to maintain the attestation. The service proposal will be renewed annually unless either party mutually agrees to discontinue the services. As fees are based on the rate applicable at the time of submission of the Proposal, Global Certification Alliance SAS BIC reserves the right to increase costs during the registration period. Global Certification Alliance SAS BIC may also increase its fees if the Client's instructions change or if they are found to be inconsistent with the details initially provided to Global Certification Alliance SAS BIC prior to providing the relevant fee quote. Clients will be notified of any fee increases.

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Additional fees will be charged for operations not included in the proposal and for work required due to identified nonconformities. These will include, but are not limited to, costs resulting from:

- a. Repetitions of any or all of the evaluation program operations due to non-compliance with registration procedures and rules;
- b. additional work due to the suspension, cancellation and/or restoration of a declaration of conformity;
- c. re-evaluation due to changes in the management system or products, processes or services;
- d. failure to comply with any request for documents or assessments related to work performed by Global Certification Alliance SAS BIC.
- e. emergency requests, cancellation of rescheduling of services or any total or partial repetition of the evaluation program or the operations that are required.

4.3 Cancellation of agreements/contracts.

The cancellation of agreements/contracts will occur automatically in the event of the following reasons:

- Inability of the Client to continue complying with the requirements of the applicable standard and/or this Regulation;
- Non-payment of activities
- At the request of the Client (subject to acceptance by Global Certification Alliance SAS BIC);
- Termination of the contract by mutual agreement;
- Annulment;
- For any complaint from any interested party related to the company that has been received and verified by Global Certification Alliance SAS BIC.

5.4 Withdrawal of the attestation

The certification and the content of the assessment are the property of Global Certification Alliance SAS BIC. Withdrawal of the certification is mandatory in the event of failure to complete the activities required for its maintenance or renewal, or in the event of serious or repeated misuse of the certification or the associated brand, or as provided in the Brand Usage Manual. In the event of withdrawal of the certification, the client agrees to stop using it, to return it to Global Certification Alliance SAS BIC (if applicable), and to ensure that all documents related to the dissemination of the certification are withdrawn from circulation, including the logos associated with the applicable assessment. If necessary, Global Certification Alliance SAS BIC will make the relevant public clarifications.

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5 Changes in attestation.

5.2 Extension.

This is carried out at the company's request through an assessment that evaluates all elements related to the new production processes, their control, and management. A new certification is issued, maintaining the validity date of the original certification. Depending on the characteristics and significance of the changes, Global Certification Alliance SAS BIC may consider modifying the scope through a documentary assessment, according to the conditions defined by the applicable scheme.

5.3 Reduction

The scope of an attestation will be reduced in those cases where:

- The company requests it,
- The company ceases to operate in any branch of activity or stops executing any process,
- As a result of an assessment in which it is recommended and decided to reduce the scope of the system due to non-compliance with the management system
- When Global Certification Alliance SAS BIC has evidence that the company holds an attestation whose scope exceeds its capacity, the ability to meet the requirements of the scheme owner, or has not been audited during the cycle that

It corresponds to (as the case may be), the sites or processes relevant to the scope, among others.

After the scope has been reduced, a new certification is issued, maintaining the validity date of the original declaration of conformity.

5.4 Suspension.

An attestation may be suspended when:

- The client's assessed management system has persistently or seriously failed to meet the attestation requirements, including requirements relating to the effectiveness of the management system.
- The client evaluated does not allow follow-up or renewal audits to be carried out with the required frequency and method.
- Certification committee resolutions in the event of serious customer incidents that seriously affect the management system.
- The assessed client has voluntarily requested a suspension. Global Certification Alliance SAS BIC. may reinstate the suspended attestation once the issue that led to the suspension has been resolved. If the issues that led to the suspension are not resolved

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within the timeframe established by Global Certification Alliance SAS BIC., the declaration of conformity must be withdrawn or the scope reduced.

ASCEND will reinstate the suspended certification if the issue that led to the suspension has been resolved. Failure to resolve the issues that led to the suspension within the timeframe established by ASCEND, depending on the situation, will result in the withdrawal or reduction of the certification scope.

5.5 Annulment

The cancellation of an attestation will occur in circumstances where the organization cannot maintain said attestation, for example, under the following conditions:

- Bankruptcy;
- Change of owner;
- Change of signature (usually a change of the name of the firm),
- Serious complaints made by interested parties that have been verified and reviewed by Global Certification Alliance SAS BIC.
- When the suspension status of a company cannot be lifted within the corresponding six months,
- Any fraudulent activity detected, including the use of false information in the context of an assessment, may result in the immediate suspension of the assessment activity and, where applicable, the revocation of a certificate.
- Failure to correct misleading advertising as requested by Global Certification Alliance SAS BIC,
- Repeated non-compliance with the brand usage manual

5.6 Particularities

For ISO 45001 (SGSST) and ISO 14001 (EMS): In cases where a serious system failure can be demonstrated that compromises compliance with the requirements of the SGSST or EMS attestation, Global Certification Alliance SAS BIC will decide on the measures to be taken, including the possibility of suspending, canceling or withdrawing the declaration.

In all cases, the client must notify any significant changes, this notice must not exceed 5 days after the change.

6 Advertising.

The client may use advertising as a means of promoting the obtained certification and its registration.

All advertising (such as advertisements, brochures, catalogues, etc.) containing direct or indirect reference to the certification must comply with the provisions of the Global Certification Alliance SAS BIC Brand Usage Manual.

Advertising must be developed under the following conditions:

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- a) the message may not deviate from what the attestation actually implies (the scope and type of statement).
- b) may only be used during the validity period of the attestation or any extensions, as applicable, since once it expires, it must be immediately removed from all means of communication;
- c) not constitute misleading advertising in accordance with current regulations on this matter. Any failure to comply with the conditions indicated above will authorize Global Certification Alliance SAS BIC to set a deadline to correct said observations or non-compliance. Failure to comply with these conditions will entitle Global Certification Alliance SAS BIC to remove the client company's name from the Business Registry and simultaneously make any clarifications it deems appropriate.

7 Controversies

Any disputes that may arise in the performance of the contracted services will be resolved through direct negotiations between the parties. Should a solution not be found, Global Certification Alliance SAS BIC is authorized to terminate the current contract. Any contentious issues that may arise from the contract must be brought before the courts of the country where the certification is issued. The client company expressly waives any other legal remedy that, for reasons of jurisdiction or domicile, may apply to the dispute.

8 Additional Stipulations

Significant modifications and additions to these provisions must be signed by the parties to enter into force. All interested parties will be notified for their acceptance, giving them 10 calendar days to respond. If the stipulated 10 days pass, they will be deemed accepted.



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