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Kiwa Regulations for Management System Certification

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Preface

In its certification activities Kiwa¹ employs the following principles:

1. The policies and procedures used by Kiwa are non-discriminatory: all the suppliers have access to the certification schemes employed by Kiwa and are treated equally by Kiwa.
2. Kiwa is entirely impartial and independent. It has achieved this by creating a strict division between the functions of a) the issuing of rules and regulations, b) implementation and c) dispute settlement in accordance with the *trias politica* principle with regard to its certification work.

Issuing of Regulations

Kiwa shall enable all the parties having a major interest in the development of policies and principles regarding the content and functioning of the certification system to participate in so-called Boards of Experts (*Colleges van Deskundigen*).

Implementation of Certification Work

In the implementation of its certification work Kiwa shall employ impartial and independent certification personnel who have no interest in the management system to be certified or in the organizations of the suppliers and who are obliged to observe the rules of conduct employed by Kiwa in their work.

Furthermore, Kiwa has ensured that there is a strict separation between the personnel carrying out the evaluation and personnel taking decisions on certification.

Dispute Settlement

Appeal may be lodged against decisions or measures taken by Kiwa with the Board of Appeal (*Geschillencommissie*), which operates fully independently of Kiwa. This Board of Appeal gives its verdict in the form of an arbitral award.

Impartiality and independence

In order to guarantee the impartiality and independence of Kiwa, it has been made a duty of the Policy Board (*onpartijdigheidscomité*) to supervise this.

Introduction

Certification Methodology

Kiwa carries out its certification work in accordance with the methodology set out concisely below.

If there is a social need for a certified management system, the interested parties will be invited to become members of a Board of Experts² that will take care of the content and functioning of the rules and regulations required for the certification concerned. This will result in a package of requirements, including the system requirements, to be met by the certified system. Kiwa will participate in the Board in the capacity of reporter, without the right to vote, and its duties shall include providing the Board with information so as to ensure that the package of requirements is optimally attuned to the situation in practice.

As soon as the package of requirements has been determined by the Board of Experts and accepted by Kiwa as the basis for certification, suppliers may have their systems certified on the basis of this package of requirements. In addition to these requirements Kiwa also uses its General Terms and Conditions and the present Regulations in its certification work.

As soon as a supplier has made his application for certification known to Kiwa, the latter will make an offer in the form of a draft certification agreement. This draft agreement shall comprise the initial audit as well as the rights and obligations for both the supplier and Kiwa. The agreement shall also comprise the parties' rights and obligations after the certificate has been granted, which mainly concerns the agreements on the maintenance of the certificate and the certification scheme.

After both parties have signed the certification agreement, Kiwa will proceed to deal with the certification assignment received from the supplier by starting the initial audits. The initial audit is held in two stages. The first phase consists of an assessment, which may take place at the supplier's works, to see whether the supplier is prepared for the audit itself in stage 2. After the assessment has been completed with a positive result, the second stage will start, in which the conformity with the standard and the implementation of the system will be assessed at the supplier's works. After these audits have been completed, a Kiwa employee who was not involved in the initial audits will decide whether or not the certificate will be granted. If the result is positive, the supplier will receive the certificate and will from then on be a certificate holder; the 'maintenance phase' aimed at the continuation of the certificate will then start. The supplier may disclose and give publicity to his certificate and shall act in accordance with his rights and obligations under the agreement to maintain the certificate. Kiwa must also abide to certain rules in the maintenance phase.

Kiwa provides certificates with a fixed period of validity and the underlying agreements for an indefinite period of time. In order to be able to continue this, Kiwa will carry out audits and re-assessments on a regular basis. The frequency of these audits is, in principle, based on the requirements imposed by the accreditation bodies, to which specific requirements may be added by Boards of

¹ Kiwa is understood to mean any legal entity under Kiwa N.V.

² Boards of Experts set up by Kiwa are governed by the Kiwa Regulations for the Policy Board and the Boards of Experts: 2008.

Experts. After one year the results of these audits will each time be evaluated and assessed by an employee of Kiwa who was not involved in these audits. In the event of a positive assessment, the management of Kiwa will be advised to continue the certificate with the underlying agreement for a period of one year. If the package of requirements imposes special demands, such as, for example, an assessment against all the requirements within a prescribed period, such demands will be respected and will also be included in the assessment for the continuation of the certificate by Kiwa.

Kiwa will report on its findings in an anonymized summary to the relevant Board of Experts. The findings in this report may lead the Board of Experts to adjust the requirements.

If the requirements are changed as a result of, on the one hand, the findings of Kiwa and, on the other, technical and social changes Kiwa will inform the certificate holders hereof and notify them of the consequences, if any. The certificate holders will be enabled to adjust their certified management systems to the changed requirements. This will be verified by Kiwa on the basis of an audit, after which the certificate will be adjusted.

If the result of the pre-certification tests is negative, no certificate will be granted and the earlier-mentioned certification agreement shall also lapse. This certification agreement shall also lapse if there are reasons for terminating or withdrawing the certificate. A supplier may lodge an appeal against decisions by Kiwa and may make use of the independent Board of Appeal set up by Kiwa for this purpose.³

It is Kiwa's policy, if the interested parties so require, to have its certification schemes accredited. In that case the schemes concerned are assessed by an accreditation body on the basis of the applicable accreditation standards and requirements. In the event of a positive result Kiwa shall obtain the right to provide its certificates with the logo of the accreditation body concerned. Thus the suppliers can let other parties know through these certificates that their certified management systems come under an accredited certification scheme.

The present Regulations set out the work carried out by Kiwa for the certification of management systems as well as where the schemes concerned must comply with ISO 17021.

³ The Board of Appeal is governed by the Kiwa Regulations for the Board of Appeal: 2008.

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1 Definitions

1.1 Certification

In these Regulations the term Certification is understood to mean the activities carried out by Kiwa on the basis of which Kiwa declares that a management system may be relied upon to meet the applicable system requirements laid down in a normative document declared applicable by Kiwa for certification purposes.

1.2 General Definitions

For the definitions of general terms reference is made to:

- the terms and definitions stated in EN-ISO 9001:2005;
- the supplementary definitions given in the applicable standards or system requirements.

1.3 Specific Definitions

Specific definitions within the framework of these regulations are the following:

1.3.1 Audit

The systematic assessment by Kiwa of the system to be certified against the applicable system requirements. An Audit is aimed at ascertaining whether the supplier concerned is keeping in place and applying a certified system and is making proper use of the certificate and the accompanying logos.

1.3.2 Board of Appeal

The Board of Appeal set up by Kiwa in accordance with the applicable Kiwa Regulations for the Board of Appeal: 2008. The Board gives its verdict in the form of an arbitral award.

1.3.3 Board of Experts

A Board set up by Kiwa for the preparation of requirements and standards for the certification of management systems in which all the parties with a major interest in the development of policies and principles regarding the content and functioning of a certification system may participate. The Boards function in accordance with the applicable Kiwa Regulations for the Policy Board and the Boards of Experts: 2008.

1.3.4 Central, Coordinating or Joint Board of Experts.

Boards set up for several certification bodies. In the event of the certification of quality systems based on standards and requirements determined by such Boards, Kiwa shall be accountable to the relevant Central, Coordinating or Joint Board of Experts.

1.3.5 Supplier

The party that is responsible for a product, process or service and who is able to ensure that management system assurance is applied.

1.3.6 Non-Conformities

1.3.6.1 A major nonconformity can be said to exist:

if the supplier fails to fulfil one or more of the requirements of the relevant certification scheme or if there is objective evidence that raises significant doubt about the ability of the management system to achieve its intended outputs..

1.3.6.2 A minor nonconformity can be said to exist:

if there is objective evidence of a situation which is such that the quality of the management system must be doubted in the longer term.

1.3.7 Trial Audit

An audit on a limited scale with regard to certain business functions, which does not result in the issue of a Certificate⁴..

1.3.8 Topic Audit

An Audit on a limited scale in which specific business functions are assessed for the purpose of:

- investigating complaints;
- changes;
- an investigation on account of the suspension of a Certificate.

1.3.9 Certification Scheme

A recorded methodology used by Kiwa with the aim of:

⁴ Explanation: a Trial Audit enables the Supplier to have certain business functions assessed on a limited scale in order to see whether these business functions comply with the system requirements. Depending on the result of the Trial Audit, the Supplier may decide to have the full Audit carried out, or to further develop his system first.

- a ascertaining whether the requirements to be met by the management system are met;
- b exercising supervision in such a manner that it is achieved that the applicable requirements are met and continue to be met after the Certificate has been granted.

1.3.10 Certificate

A document containing a declaration by Kiwa that the management system stated in that document and used by the Supplier as well as its application meet the described system requirements.

1.3.11 Certificate Holder

The Certificate Holder is the legal entity that concludes the Certification Agreement with Kiwa.

1.3.12 Certification Agreement

An agreement containing all the rights and obligations which the Supplier and Kiwa have towards each other. The Certification Agreement shall comprise the pre-certification tests as well as all the procedures after the Certificate has been granted.

2 Requirements

2.1 The system requirements to be met by a management system in order to qualify for a Certificate under these Regulations have been recorded in the standard, (evaluation) guideline, criteria or Certification Scheme applicable to the certification.

2.2 If Kiwa makes use of a Certification Scheme of an external organization or of a Board of Experts not set up by Kiwa, the provisions of such scheme shall apply, even if they conflict with these Regulations.

2.3 If Kiwa has been appointed by the government to implement certification prescribed by law, additional regulations for statutory certification schemes may be applicable in addition to these Regulations.

2.4 Kiwa may further elaborate the system requirements for certification under the designated standards and requirements. For the preparation of such further requirements Kiwa may, in consultation with the Board of Experts, set up committees.

2.5 In the execution of its certification activities under the accreditation of an accreditation body, Kiwa shall be bound by the requirements employed by accreditation bodies. Insofar as such requirements relate to the relationship between Kiwa and the Supplier, the provisions contained in these requirements shall be applicable, even if they conflict with these Regulations.

2.6 If an accreditation body or a member of Kiwa's management so desires, the Supplier should allow the accreditation body or the member of Kiwa's management access to its business in order to be able to observe the audit team during its Audits.

3 Implementation

3.1 The Audit shall be carried out by an audit team designated by Kiwa, viz. one or more Kiwa-qualified auditors⁵ from or on behalf of Kiwa, where necessary supported by one or more external experts for the area to which the management system relates. Kiwa shall inform the Supplier of the composition and duties of the audit team. The Supplier may object only once to the auditors/experts to be called in by Kiwa.

3.2 Subcontracting of certification work by Kiwa

3.2.1 Kiwa may instruct third parties to carry out certification work or parts thereof. If accreditation requirements have been laid down for such third parties, Kiwa shall solely instruct third parties meeting these requirements to carry out this work.

3.2.2 When Kiwa subcontracts certification work, Kiwa shall take full responsibility for the result of the subcontracted work and for all its decisions regarding certification.

⁵ ISO 19011 records the general qualification requirements applicable to auditors. For specific schemes further qualification requirements can be laid down by the Board of Experts concerned.

4 Certification Agreement

- 4.1** For execution of the certification activities the supplier and Kiwa undersign a certification agreement, stating at least:
- the nature of the services rendered by Kiwa;
 - the supplier's obligation to always comply with the provisions on certification recorded in or pursuant to the agreement;
 - the General Terms and Conditions applying to assignments granted to Kiwa N.V. and the applicable regulations;
 - the applicable system requirements;
 - the fee payable to Kiwa.

5 Meaning, Contents, Period of Validity and Re-issue of the Certificate

- 5.1** On a system certificate Kiwa declares that the management system employed by the Supplier as well as its application meet the described system requirements.
- 5.2** The following shall in any case be recorded in the Certificate:
- the name of the Supplier and the business location(s) for which the Certificate has been issued;
 - the system requirements against which the management system was tested;
 - the area of application to which the Certificate relates;
 - the effective date of the Certificate and, if applicable, the period of validity.
- 5.3** If the Certificate has a limited period of validity, the Certificate shall be extended following the expiry of this period of validity after Kiwa has established once again that the management system employed complies with the system requirements. The Certification Agreement does not need to be extended on the re-issue of the certificate, as it is indefinitely valid.
- 5.4** An adaptation of the Certificate is required if there is any change in one or more of the points stated under 5.2.

6 Terms and Conditions of Delivery

- 6.1** The terms and conditions of delivery of the Supplier may not be in conflict with the Certification Agreement. If this should be the case, the provisions of the Certification Agreement shall apply.

7 Publication, Marks, Logos and Pictograms

- 7.1** Publication by the Supplier
- 7.1.1** After the Certificate has been granted, the Supplier may publish the fact that he is a Certificate Holder. However, such publication may not discredit Kiwa and/or the certified management system. In addition, the Supplier may also disclose during the term of the agreement that he is entitled to carry the Certificate, but solely and unequivocally in respect of the areas of application stated in the Certificate. Suppliers who have been certified by Kiwa may use the applicable logo on the following documents: their letters, offers, certificates and suchlike to the extent that such documents relate to the activities certified by Kiwa. The Supplier shall require Kiwa's permission if he wishes to link his company to Kiwa in any other manner by means of publications.
- 7.1.2** A system certificate does not entitle the Supplier to affix a Certification Mark to his products or the packaging of products.
- 7.1.3** If applicable, the Supplier may make it known by means of pictograms made available by Kiwa that his management system has been certified. The use of these pictograms shall be permitted only in accordance with the instructions given by Kiwa with regard to the use of the pictograms.

- 7.1.4 The use of logos of third parties⁶, whether or not in combination with a Kiwa logo or pictogram, shall be permitted only in accordance with the conditions of the owner of such logos.
- 7.1.5 If the Supplier's Certificate is suspended or withdrawn, he shall act in accordance with Kiwa's instructions with regard to all his publications which relate to the Certificate in question.
- 7.1.6 A breach of the provisions of this paragraph regarding the use of Certification Marks, logos and pictograms will be considered as improper use within the meaning of article 14.2.2. of these Regulations.
- 7.1.7 The Supplier shall be obliged, when so requested, to provide any interested party with a complete copy of the Certificate.

7.2 Publication by Kiwa

- 7.2.1 Kiwa shall publish a summary of all the system certificates which it has granted and which are valid on its website.
- 7.2.2 In addition, Kiwa shall publish a summary of all the system certificates it has suspended and withdrawn on its website.
- 7.2.3 Furthermore, Kiwa shall make all information on system certificates granted under a licence available to the licensor for publication purposes.
- 7.2.4 On request Kiwa shall provide anyone with information on the status of system certificates.

8 Costs of Certification

- 8.1** Kiwa shall submit an offer for the performance of certification work. If the supplier declares in writing that he accepts this offer, the Certification Agreement referred to in Section 4 is thereby concluded. Kiwa may charge the estimated costs in connection with the initial audits by way of advance. Such costs shall in any case include the costs of third parties called in by Kiwa as well as the hotel and travelling expenses if the work is to be performed outside The Netherlands.
- 8.2** Kiwa shall charge the costs relating to the certification, as recorded in the Certification Agreement, to the Supplier. These costs concern:
- a) the estimated costs of the initial audits;
 - b) the costs for the grant of a Certificate after the initial audits have been completed with a positive result in accordance with article 11.2. shall comprise the audits and evaluations carried out by Kiwa as well as the work for the maintenance of the Certification Scheme;
 - c) the extra costs for assessing actions taken by the Supplier on account of any Non-Conformities found during the pre-certification tests or any Follow-Up Audits;
 - d) the extra costs involved in any of the measures within the meaning of article 11.6.
- 8.3** The Supplier shall pay the costs charged by Kiwa within the period stated on the invoice.
- 8.4** If the Supplier fails to pay the charged costs in time, Kiwa may:
- suspend the application procedure and/or the granting of the Certificate;
 - suspend or terminate the validity of the Certificate. In the event of a termination the Certification Agreement shall also lapse, unless otherwise agreed.

⁶ This refers to the logos of bodies who have given Kiwa a license to make use of the Certification Scheme, or the logos of accreditation bodies. The use of the logos of accreditation bodies by certified Suppliers is recorded in the regulations of the accreditation bodies in question.

8.5 Costs of Cancellation

If a Supplier fails to timely cancel an appointment for an audit, Kiwa may charge costs up to a maximum of:

- 25% of the time reserved for the Audit, if the appointment is cancelled between 25 and 11 working days before the scheduled appointment;
- 50% of the time reserved for the Audit, if the appointment is cancelled between 10 and 5 working days before the scheduled appointment;
- 100% of the time reserved for the Audit, if the appointment is cancelled 5 or fewer working days before the scheduled appointment.

9 Secrecy

9.1 The employees of Kiwa shall be obliged to observe secrecy towards third parties in respect of all information that comes to their knowledge as a result of carrying out certification work, except in the case of:

- statutory obligations,
- obligations to allow accreditation bodies⁷ inspection with regard to certification activities,
- an appeal lodged with the Board of Appeal⁸ against a decision or measure taken by Kiwa.

9.2 If Kiwa provides confidential information because this is required by law, Kiwa shall inform the Supplier concerned.

9.3 If external experts are called in for the purpose of carrying out certification work, they shall sign a declaration in which they undertake to observe secrecy as laid down in article 9.1.

9.4 Members of an audit team shall be bound to the following rules of conduct:

9.4.1 They shall report only on what they have found. They shall not report on anything other than that which is directly related to their evaluation of the system to be certified and its application. If there are reasons to report on observations not made by themselves, mention shall be made of this in the report.

9.4.2 They may request information from all those whom they wish to involve in an Audit, but shall refrain towards such persons from giving comments or instructions.

9.4.3 They shall keep confidential all that has been entrusted to them as confidential information during an Audit of a system to be certified as well as all information which they should reasonably understand to be confidential. This confidentiality shall not affect Kiwa's authority to make public announcements on the existence, withdrawal or suspension of the Certification Agreement or its duty to provide information on the basis of statutory requirements and/or appeal procedures.

9.4.4 They shall make use of the information obtained by them during their Audit in the above-mentioned report only. Moreover, they shall not make such information known any further than is required for the implementation of the certification procedure.

9.4.5 The provisions of article 9.4.3 shall also continue in effect after an Audit conducted at a Supplier has ended. If so desired by either of the parties, this may be deviated from by mutual agreement.

10 Application Procedure

10.1 Information

10.1.1 At a Supplier's request Kiwa shall provide him with all the required information on the application procedure, the requirements used therein, the working method to be employed and the costs involved in certification.

⁷ Accreditation bodies for their part are obliged to observe secrecy.

⁸ Members of the Board of Appeal for their part are obliged to observe secrecy.

10.1.2 Offer

10.1.2.1 At a Supplier's request Kiwa will make an offer, in the form of a draft Certification Agreement, for the certification of his management system. This offer will be based on the information to be provided by the Supplier, which shall in any case include the following:

- general information on the Supplier and his legal status;
- the size of the Supplier's organization: number of business locations and employees;
- the nature of the management system to be certified and the system requirements to be used for that purpose.

This offer shall also include an estimate of the time and the costs, the services rendered by Kiwa, the applicable system requirements, the General Terms and Conditions applying to Assignments granted to Kiwa N.V. and the present Regulations.

10.2 Kiwa shall not consider the application of the Supplier if there might be an entanglement of interests and/or if Kiwa does not have sufficient knowledge of the field of activity of the Supplier.

10.3 When making its offer, Kiwa shall also provide the Supplier with a copy of the General Terms and Conditions applying to Assignments granted to Kiwa N.V. and a copy of these Regulations.

10.4 Kiwa reserves the right to wait with its offer as long as the Supplier is in default in paying the costs resulting from other obligations towards Kiwa.

10.5 Kiwa reserves the right not to make an offer if the certification activities intended by the Supplier are beyond Kiwa's sphere of activities.

10.6 If no certification requirements have been prepared yet for a particular management system, Kiwa shall inform the Supplier that no application can for the time being be dealt with for the management system concerned. At the Supplier's request Kiwa shall consult the Board of Experts concerned on the preparation of certification requirements. In doing so, Kiwa shall not disclose the name of the Supplier without the latter's permission.

11 Execution of the Assignment

11.1 After the receipt of the assignment, in the form of the Certification Agreement signed by the Supplier, Kiwa shall carry out the assignment in conformity with article 11.2 by auditing the management system of the Supplier (see article 3 for the composition of the audit team) in order to ascertain whether the management system meets the system requirements referred to.

For this purpose:

- it will be ascertained in consultation with the Supplier whether supplementary information is necessary for the assignment to be executed;
- a plan of work will be prepared in consultation with the Supplier .

The plan of work shall require the Supplier's permission before the initial audits are started.

If it is agreed to carry out a Trial Audit first, the business functions qualifying for such an Audit will be decided by mutual agreement.

11.1.1 The following shall be recorded in a plan of work:

- the area of application;
- the activities and/or functions that will be covered by the Audit;
- the composition of the audit team;
- the arrangements as to when the Audit is to take place.

11.1.2 Kiwa shall not make any statements to third parties about the application and its consideration, except with the Supplier's permission.

11.1.3 During the application procedure the Supplier shall not create the impression that his system has already been certified. A breach of this provision will be considered as improper use within the meaning of article 14.2 of these Regulations.

11.1.4 Kiwa reserves the right not to deal with the assignment. Kiwa shall give the Supplier notice hereof in which it shall give the reasons for its decision.

11.2 Initial audits

11.2.1 General

The initial audits shall comprise two stages: stage 1 consists of an assessment in order to ascertain whether the Supplier is prepared for the actual Audit in stage 2. In stage 2 the implementation, including the effectiveness of the system, will be assessed.

11.2.2 If it appears from the stage 1 assessment that the Supplier's system is not (yet) suitable for complying with the system requirements, the implementation of the stage 2 Audit will be postponed until the Supplier has taken corrective action.

11.2.3 The results of a trial Audit and the corrective action taken on account thereof may be taken into consideration by Kiwa in its tests⁹.

11.2.4 The management representative designated by the Supplier shall be involved in the initial audits.

11.2.5 Report on the initial audits

11.2.5.1 The Audit Team will record its findings on account of the assessment in stage 1 in a report.

11.2.5.2 The Audit Team's findings with regard to the degree of conformity of the management system assessed in relation to all the requirements to be met by it:

- will be submitted by the audit team at a meeting with the Supplier's management;
- will be recorded by the audit team in a report.

11.2.5.3 If a Non-Conformity is found during the Audit with regard to the implementation of the system, it shall be recorded in a fact sheet forming part of the audit report. This fact sheet will be offered to the Supplier to be signed for his approval of the findings.

11.2.5.4 If the Supplier does not agree with the findings recorded in the fact sheet or with the conclusion that that which has been found constitutes a major nonconformity compared to the applicable requirements, he shall notify Kiwa hereof in writing within 14 days from the Audit. In that case Kiwa shall reconsider its findings.

11.2.5.5 Kiwa shall inform the Supplier in writing within 14 days from the receipt of the Supplier's notification whether, and if so, on what points, it persists in its findings. Within 14 days from the receipt of this notification by Kiwa, the Supplier shall notify Kiwa in writing whether he agrees with what was stated therein. If the Supplier agrees with the reconsidered findings, the fact sheet (after adjustment, where appropriate) will be offered to the Supplier again to be signed for approval.

11.2.5.6 If the Supplier does not or only partly agrees with the reconsidered findings, mention shall be made hereof in the audit report and, where appropriate, a fact sheet with the findings that were accepted shall be sent to the Supplier to be signed for approval. If Kiwa and the Supplier cannot reach agreement on the question whether the system to be certified falls short of the system requirements, Kiwa may refrain from certifying the system. The Supplier may lodge an appeal against this decision with the Board of Appeal.

11.2.5.7 After the fact sheet has been signed, within 14 days the Supplier proposes, based on a cause analysis, corrections and corrective actions to cope with any nonconformities. Kiwa will assess these documented proposals. The Supplier shall be allowed a maximum period of 6 months to effectuate the measures on account of a major Non-Conformity. Subsequently, Kiwa shall carry out a full or partial Audit, depending on the findings during the original Audit, in order

⁹ In accordance with the accreditation requirements the fact that a Supplier has had a trial audit carried out first may not result in a decrease in the time spent on the pre-certification tests.

to verify the effectiveness of the implementation of the correction and corrective actions . In case of a minor Non-Conformity, the planning of the correction and corrective action will be assessed. The implementation will be verified during the next regular audit.

Based on the findings the audit report will be either edited or information will be added to it.

- 11.2.5.8 Kiwa shall not certify the system until it has accepted all cause analysis, corrections, corrective actions and plans for implementation to cope with Non-Conformities and it has verified the implementation of corrections and corrective actions to cope with major nonconformities.

11.3 Suspension, Termination and Withdrawal of the Application

- 11.3.1 If it transpires in the course of the application procedure that there is a likelihood of the budget or time schedule being seriously overrun, Kiwa shall consult the Supplier on this matter.
- 11.3.2 If it transpires during the initial audits that a positive decision on the granting of a Certificate cannot, in all fairness, be expected, the application procedure may be terminated by mutual agreement. In the event of a termination the Certification Agreement shall terminate, unless otherwise agreed.
- 11.3.3 The Supplier may always withdraw his application prematurely, in which case he shall be obliged to pay the costs already incurred by Kiwa.

11.4 Decision on the Application and Grant of the Certificate

- 11.4.1 Kiwa shall decide after the initial audits have been completed.
- 11.4.2 Its decision will be notified in writing.
- 11.4.3 In the event of a positive decision the Supplier shall receive the Certificate , which shall serve as confirmation of the Certification Agreement.
- 11.4.4 In the event of a negative decision Kiwa shall reject the application, stating the reasons for its decision in writing. As a result, the Certification Agreement shall terminate, unless otherwise agreed.
- 11.4.5 If an application has been rejected, or if its consideration has been prematurely terminated by mutual agreement, Kiwa will only entertain a new application, if the Supplier has taken remedial action.

11.5 Maintenance of the managementsystem

- 11.5.1 During the period of validity of the Certificate, the managementsystem of the Supplier must be maintained and to this effect:
- 11.5.1.1 the Supplier shall ensure that the rules and procedures of the management system as recorded in the quality manual on the one hand and their application on the other hand are and remain at the required level, all this in conformity with the requirements to be met.
- 11.5.1.2 the Supplier must keep records of all complaints and the resulting corrective action taken with regard to the certified system in a manner allowing Kiwa insight into same.
- 11.5.1.3 Kiwa shall regularly conduct Audits to check whether the Supplier is complying with his obligations. These Audits shall be combined as much as possible with audits ensuing from other obligations. These Audits shall be held at random times by employees of Kiwa. After the Supplier's written permission Kiwa may instruct other independent third parties recognized by Kiwa to carry out the Audit. These Audits shall in any case cover:
- the application of the system;
 - possible consequences for the system of:

- changes in the organization of the Supplier,
- changes in the production process,
- changes in the manual;
- application of amended procedures and rules;
- publication of the Certificate in accordance with article 7.1 of these Regulations;
- the Supplier's own assessment of the system;
- corrective action in consequence of external audits and the Supplier's own assessments;
- procedures for dealing with complaints.

- 11.5.2 The frequency and the nature of the Follow-Up Audits shall be based on the requirements laid down by accreditation bodies and on any supplementary requirements laid down by the Board of Experts concerned. This frequency shall be recorded in the Certification Agreement. This provision does not affect the possibility for Kiwa, if it sees fit to do so, to increase the frequency of the Audits, whether temporarily or otherwise. This costs of this will be charged to the Supplier.
- 11.5.3 The supervision shall be structured in such a way that the entire certified system of the Supplier is assessed at least once in the period prescribed for this¹⁰, unless the Certification Scheme concerned contains other requirements.
- 11.5.4 Kiwa shall report to the Supplier on the Follow-Up Audit.
- 11.5.5 Kiwa shall report to the Board of Experts on the findings and result of the Follow-Up Audits in an anonymized way.
- 11.5.6 Kiwa shall evaluate the findings and the results of the Follow-Up Audits conducted at the Supplier to decide whether or not the Certificate and the Certification Agreement will be continued.

11.6 Non-Conformities and Measures in the Event of Non-Conformities

- 11.6.1 If Non-Conformities in relation to the rules and procedures laid down in the approved quality manual are found during Follow-Up Audits or on the basis of other information, the Supplier shall have to indicate within 14 days on the basis of a cause analysis, which correction and corrective action will be taken and within which period they will have been effectuated. For a major nonconformity Kiwa verifies the effectiveness of the implementation of the correction and corrective action during an extra audit. In case of a minor nonconformity Kiwa assesses the implementation plan of the correction and corrective action and verifies the effectiveness of the implementation during the next regular audit. Furthermore Kiwa may, depending on the seriousness of such Non-Conformities, take one or more of the following measures¹¹ :
- a. a written warning;
 - b. a Topic Audit;
 - c. extra Follow-Up Audits;
 - d. a restriction in the area of application of the certificate:
Kiwa may decide to restrict the area of application of the Certificate if the Supplier continually fails to meet the requirements applicable to the area of application.
A restriction of the area of application shall also be made if the cause of any suspension relating to a particular area of application has not been removed by the Supplier.
 - e. a suspension of the right to make use of the Certificate during a specific period of time¹²;
 Kiwa shall suspend the Certificate if:
 - the Supplier's certified management system continually and seriously fails to meet the requirements;
 - the effectiveness of the system is insufficient;
 - the Supplier does not permit any Follow-Up Audits and/or Topic Audits in accordance with the prescribed frequencies;
 - the Supplier has voluntarily requested a suspension.
 - f. immediate termination of the certificate;
 - g. publication of the measures stated under d,e and f. in the media that Kiwa considers suitable for this purpose.
- 11.6.2 Kiwa shall inform the Supplier in writing of its decision while stating its reasons. If any extra costs are incurred by Kiwa as a result of the above measures, these costs shall be passed on to the Supplier.
- 11.6.3 Kiwa shall inform the Supplier in advance of the conditions in which the Topic Audit will be held.
- 11.6.4 Within the suspension period as referred to in article 11.6.1 under c.:
- the Certification Agreement shall remain in force¹³;

¹⁰ This period is determined in the Certification Agreement. For example, in the event of system certification on the basis of NEN-ISO-9001 a three-year period is used.

¹¹ The Board of Experts is authorised to determine a policy in which the nature of the measures to be taken by Kiwa with regard to the Non-Conformities is laid down.

¹² The maximum period of a suspension is six months.

- Kiwa shall supervise the actions to be taken by the Supplier which must lead to the termination of the suspension;
- the Supplier shall not make use of the Certificate.

A breach of this provision will be considered as improper use within the meaning of article 14.3 of these Regulations.

11.6.5 If the Supplier has not taken adequate corrective actions within the imposed period of suspension, Kiwa shall terminate the Certificate. As a result the Certification Agreement shall also lapse, unless otherwise agreed.

12 Changes

12.1 Changes on the Part of the Supplier

12.1.1 The Supplier shall inform Kiwa in good time of changes:

- in the area of application;
- in the organization and in the management of the Supplier;
- which may affect the conformity of the system;
- in the ownership or name of the Supplier;
- in contact addresses and business locations, and of
- proposed drastic changes in the system and/or the production process.

12.1.2 In the event of a notification as referred to in article 12.1 or if it appears during the Audits that there has been a drastic change in the certified system, Kiwa may decide to adjust the Certification Agreement and/or to carry out a full or partial Audit in accordance with the provisions of article 11.2 and shall inform the Supplier accordingly.

12.2 Changes in the Management System Requirements

12.2.1 Kiwa shall inform the Supplier in good time of any expected change in the management system requirements, their validation date and the transitional period, if any. In addition, Kiwa shall indicate the nature, scope and costs of any supplementary test that may be required.

12.2.2 If the Supplier accepts the changes and the result of the supplementary test turns out to be positive, he shall receive a new Certificate.

12.2.3 If the outcome of the additional test is negative, the Certificate and the accompanying Certification Agreement shall lapse as of the date on which the changed system requirements are validated or upon the expiry of the transitional period.

12.2.4 If the Supplier does not agree with the changes and/or the proposed supplementary test, he shall inform Kiwa thereof in writing within 30 days. In that case the Certificate shall lapse on the date as from which the changed system requirements are validated. As a result the Certification Agreement shall also lapse, unless otherwise agreed.

13 Termination

13.1 The Certification Agreement may be terminated at any time, save for the provisions of 13.2., while observing a notice period of at least three months. The termination of the Certification Agreement shall also result in the lapse of the Certificate.

13.2 If either party has acted in breach of one or more of his obligations under the agreement, the other party shall be entitled, as a result of this mere breach, to terminate the Agreement with immediate effect. As a result the Certificate shall also lapse.

13.3 The termination shall not affect the Supplier's existing obligations towards Kiwa or any of his existing obligations towards third parties. Kiwa's duty of secrecy shall continue in effect after the termination.

13 A suspension shall not affect any financial obligations which the Supplier already has towards Kiwa under the Certification Agreement.

- 13.4** The Supplier shall give notice of termination by registered letter, while stating the date of termination of the Agreement.
- 13.5** Kiwa shall give notice of termination by registered letter, while stating the reason for and the date of termination of the Agreement.
- 13.6** A Certificate may be withdrawn by Kiwa with immediate effect in the following cases:
- if major Non-Conformities are found; see article 11.6.1. under f;
 - failure to take adequate corrective actions during a suspension period; see article 11.6.5;
 - if the Supplier has acted in serious conflict with one or more of his obligations under the Certification Agreement, including his financial obligations;
 - if the Supplier has seriously harmed the interests of Kiwa.
- 13.7** As from the date of termination of the Certificate the Supplier shall not make use of the Certificate or create the impression that he is still entitled to use the Certificate. A breach of this provision will be considered as improper use within the meaning of article 14.3. of these Regulations. If it is found that this provision has been breached, Kiwa may impose on the Supplier an immediately claimable fine with a maximum of EURO 5,000.- as well as a maximum fine of EURO 500.- for each day such breach continues. This fine shall be in addition to the damage suffered by Kiwa as a result of such breach.

14 Further Provisions

14.1 Complaints from Third Parties

If Kiwa receives a complaint from a third party about a system certified by Kiwa or about the use of the Certificate, Kiwa shall further investigate the cause of the complaint, provided the complainant declares that he is prepared to pay the costs of such investigation should it appear that the complaint is unfounded. In the course of this investigation Kiwa shall allow the Supplier to whom the Certificate was granted to be heard. Kiwa shall also contact the Supplier as to the investigation to be carried out into the nature and the cause of the complaint and shall see to it that the complaint is dealt with within a reasonable period of time. On the basis of the results of the investigation Kiwa may determine corrective action for the relevant certified system or for its application. Kiwa shall report on the investigation to both the complainant and the Supplier. If the complaint proves to be unfounded, the costs of the investigation will be charged to the complainant. If the complaint is completely or only partly well-founded, the costs of the investigation shall be charged to the Supplier.

14.2 Improper Use of Certificates, Certification Marks, Pictograms and Logos

14.2.1 Improper Use by Third Parties

- 14.2.1.1** Kiwa shall see to it that no improper use is made of Certificates, Certification Marks, pictograms or logos by third parties.
- 14.2.1.2** Kiwa may, whether alone or together with certified Suppliers, bring an action against third parties making improper use of Certificates, Certification Marks, pictograms or logos.

14.2.2 Improper Use by Certificate Holders

- 14.2.2.1** Kiwa shall see to it that no improper use is made of Certificates, Certification Marks, pictograms or logos by Certificate Holders. This shall also include improper use during a period of suspension and their use within a period of six months¹⁴ after the termination of the Certification Agreement.
- 14.2.2.2** If Kiwa ascertains that improper use is made of Certificates, Certification Marks, pictograms or logos, it may impose on the Supplier concerned an immediately claimable fine with a maximum of Euro 5,000.- as well as a maximum fine of Euro 500.- for each day such breach continues. This fine shall be in addition to the damage suffered by Kiwa as a result of this improper use.

¹⁴ After this period of six months Kiwa shall take action against improper use in conformity with the provisions of article 15.2.1.

15 Complaints and Appeals

15.1 Complaints

- 15.1.1 If Kiwa receives a complaint about the way in which it functions, this complaint shall be dealt with by a Kiwa employee who was not involved in the functioning which gave rise to the complaint.
- 15.1.2 The complaint must be dealt with in the form of a written reaction to the complainant.

15.2 Appeals

- 15.2.1 Against decisions or measures taken by Kiwa in connection with the material or procedural aspects of certification appeal may be lodged by the parties concerned with the Board of Appeal within 30 days from the date of such decisions or measures, unless a different course of proceedings applies in the case in question. The verdict by this Board of Appeal shall be given in the form of an arbitral award.
- 15.2.2 Appeals shall be lodged on the basis of the Kiwa Regulations for the Board of Appeal: 2008¹⁵.
- 15.2.3 The lodging of an appeal shall not affect any decision or measure taken by Kiwa until the Board of Appeal has given its decision on the matter.

16 Final Provisions

- 16.1 Kiwa shall consult the Board of Experts (Policy Board) on any changes in these Regulations as well as on rules to implement such changes.
- 16.2 These Regulations shall replace the Kiwa Regulations for Management System Certification: 2004.
- 16.3 These Regulations shall replace the Gastech Regulations for System Certification: 2005.
- 16.4 These Regulations may be quoted under the name Kiwa Regulations for Management System Certification: 2008.
- 16.5 Any changes in these Regulations shall take effect only after publication by Kiwa, stating the effective date.
- 16.6 Changes in these Regulations shall be notified to every supplier with whom Kiwa has concluded a Management System Certification Agreement by sending a letter referring them to the internet site, any sheet of changes or new Regulations.
- 16.7 These Regulations have been validated by the director of Kiwa Belgium N.V. and shall take effect on 1 April 2008.

This text is a translation. Only the Dutch text shall be legally binding.

¹⁵ The Kiwa Regulations for the Board of Appeal have been included as an appendix to these Regulations.