

# Terms and Conditions of Certification of TÜV Rheinland Cert GmbH / LGA InterCert GmbH

## 1 General conditions of certification

The provisions listed below refer to the relevant standards, regulations and guidelines of the subject matter of the contract between the client and TÜV Rheinland Cert GmbH / LGA InterCert GmbH – hereinafter called the "Contractor".

All individual certification measures are performed by the Contractor, independently and impartially, taking into account the principle of equality.

### 1.1 General provisions

1.1.1 The client is obliged to present the Contractor with all information necessary for the standard to be certified. This can be done using the completed form entitled "Questionnaire for offer preparation".

1.1.2 The client will provide all the necessary documents before the certification body's audit. In particular, this may include:

- Management system documentation
- Allocation matrix (standard clauses to the company's management system documentation)
- Organization chart / organigram
- Representation of processes and process relationships
- List of controlled documents
- Lists of regulatory and legal requirements
- Other documents requested by the Contractor

1.1.3 The client and the Contractor may arrange a pre-audit, the scope of which can be jointly agreed on.

1.1.4 The audit at the company will verify the effectiveness of the implemented management system. During the audit, the company will demonstrate the practical application of its documented procedures. Standards not met or standard requirements not met are to be documented in nonconformity reports, for which the company needs to plan and implement corrective actions.

1.1.5 At the end of the audit, the client will be informed about the audit result at a closing meeting. The result is documented later in an audit report. Nonconformities are documented and can, where necessary, lead to a follow-up audit based on the results (i.e. re-verification on site) or to the submission of new documents. The audit team leader will decide on the scope of the follow-up audit. For a follow-up audit, only those standards requirements are audited which were not fulfilled in the original audit.

If no conformity with the standard can be demonstrated in the time between the end of the audit and the certification decision, the certification will have to be refused.

1.1.6 "Certificates" means all conformity statements listed below, e.g. official records, statements of validity, and certificates in the narrow sense of the word. "Certification" means all evaluation, auditing, validation and certification processes. Based on these tests, the decision for granting, denying, maintaining, expanding or reducing the scope, renewing, suspending or restoring after suspension, or withdrawing of certification is made. The certificate(s) is/are issued by the Contractor after the positive evaluation of the certification process documentation. The certificates will be delivered to the client. The certificate will only be issued if the processing of all nonconformities are agreed by the Contractor. The certificate is issued for the specified period.

1.1.7 To maintain the validity of the certificate, on-site surveillance audits are to be carried out depending on the respective standard. If the surveillance process is not completed, (including a positive decision on continuation by the certification body) the certificate loses its validity. In this case, all certificate copies issued must be returned to the certification body.

1.1.8 In a surveillance audit, the essential standard requirements are verified as a minimum. In addition, an assessment is made regarding the proper use of the certificate (and of the certification mark, if applicable), regarding complaints concerning the management system and regarding the effectiveness of corrective actions related to the nonconformities from the previous audits. After each surveillance audit, the client receives a report.

1.1.9 During surveillance and recertification audits or during an audit scheduled specifically for this purpose, extensions/ reductions to the geographical (e.g. additional sites) and technical (e.g. additional products) scope of validity are possible, as are additions to the evidence of standards. The number of audit days depends on the scope of the extension, which is to be defined clearly by the client and regulated by contract before the company is audited.

1.1.10 If in the course of the contract term there are changes to procedural requirements (e.g. company data, accreditation requirements), the changes must be taken into account accordingly in the process, and the contractual partner must be informed immediately. This also applies to any resulting necessary changes to the number of audit days.

1.1.11 Integrated management systems of different standards and evidence requirements can be certified in a combined process. Depending on the evidence requirements, these may be offered individually.

1.1.12 Costs incurred due to additional audit time from an unscheduled audit or follow-up-audit, or from a verification of corrective actions to remedy nonconformities from a previous audit are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5.

### 1.2 Client obligations

1.2.1 The client will provide the Contractor with all the necessary documents in good time before each audit at no cost.

1.2.2 During the audit, the client will allow the audit team nominated by the Contractor and/or the auditor to view the records related to the scope of validity and will allow the team and/or auditor access to the relevant organizational units, whereby also shift work has to be considered.

1.2.3 The client shall designate one or more audit representatives to assist the Contractor's auditor in the performance of contracted services. This/these person(s) will serve as the client's contact person(s).

1.2.4 After the certificate has been issued and during the contract period, the client must notify the Contractor of any changes having a significant impact on the management system or the certified product, in particular:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product
- Changes to the corporate structure and organization. This also applies to implementation or modification of shift work.

The client shall be further obliged, throughout the term of the contract, to communicate:

- Any incident affecting the safety of product and services
- Any non-compliance with statutory requirements identified by the market supervision and law enforcement branches of government

1.2.5 The client is obliged to record all complaints from outside the company regarding the management system, for example from customers, and all complaints addressed to the client regarding the conformity of a certified product or process with the requirements of the certification standards. The client shall take appropriate measures, document the actions taken and demonstrate these upon request to the Contractor or to the auditor during the audit.

1.2.6 The client is obliged to present the auditor with correspondence and actions related to standardization documents and standard requirements for the applicable certification standards upon request.

1.2.7 If the Contractor determines during product certifications that further examination is required due to the changes referred to in Section 1.2.4, the client is not allowed to release any products after the effective date of the changes if the products fall within the scope of product certification, until the Contractor has notified the client accordingly.

1.2.8 For product certifications, the client will inform the Contractor if the product no longer meets the requirements of product certification.

1.2.9 The client commits to fulfilling the certification requirements at all times, including the implementation of corresponding changes. The client also commits to operate the underlying management system continuously and effectively during the validity of the certification.

### 1.3 Appointed auditors, experts and assessors and the right to appeal against the certification decision

1.3.1 The client has the right to object to the appointment of a particular auditor or expert if there is a comprehensible reason against the appointment and the objection is justified accordingly.

1.3.2 In the case of the assignment of auditors who are not permanently employed by the TÜV Rheinland Group (external auditors), the client's consent is required for these auditors to be assigned. This consent shall be deemed granted if the client does not file a protest against the assignment of the external auditor within one week of his/her appointment.

1.3.3 For accredited certification projects, the client agrees that the accreditation body's or standard owner's assessors may verify the client's documentation and may participate in the audit as witness auditors.

1.3.4 In the event of complaints and appeals regarding the progress or the content of the auditing or certification process, which cannot be clarified with the Contractor, the governing board or an arbitration board may become involved if the client consents to this.

1.3.5 The client has the right to appeal against the certification decision.

### 1.4 Scope of usage rights regarding certificates and certification marks

1.4.1 If the agreed certification process is completed with a positive outcome, the client will receive the certificate from the Contractor. The certificate will have the

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term of validity specified in the contract or in the Contractor's certification conditions.

1.4.2 Upon issuance of the certificate pursuant to Section 1.4.1, the client will receive a single, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions given in Sections 1.4.3 to 1.4.15 for the specified term of the certificate. This applies even when the client refers to its certification in communications media, e.g. documents, brochures or advertising materials.

1.4.3 Permission to use the certificate and certification mark issued by the Contractor applies only to the client's business divisions specified in the scope of validity of the certificate. Use by non-specified divisions is strictly prohibited.

1.4.4 The certification mark for the certification of the management system may be used only by the client and only in close connection with the company name or logo of the client. It may not be displayed on or in relation to a product of the client. This also applies to the packaging of products, accompanying information, laboratory test reports, calibration certificates and inspection reports. If the client wants to give a statement on the packaging or in accompanying information concerning the certified management system, this statement has to contain as a minimum:

- The company name of the client or the brand and the company name of the client
- The type of the management system respectively the management systems in the case of a combined management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015.
- The company name of the Contractor

Hint: the definitions for product packaging and accompanying information of ISO 17021-1:2015, chapter 8.3.3 have to be considered.

1.4.5 The client undertakes to use the certificate and the certification mark only so that a statement corresponding to the certification is made relating to the client's company/division. The client must also ensure not to give the impression that the certification is an official verification, nor that system certification is the same as product testing.

1.4.6 The client is not authorized to make changes to the certificate or to the certification mark.

1.4.7 The client is obliged to design his advertising and the like in a way that it is clear that the certification is a voluntary one, carried out on the basis of a private legal agreement.

1.4.8 The usage right expires if no valid certificate is present, especially at the end of the certificate term or if required surveillance audits are not performed.

1.4.9 The client's right to use the certificate or the certification mark will end immediately without the need for notice if the client uses the certificate and/or the certification mark in a manner which contravenes the provisions of Sections 1.4.1 to 1.4.8 or in any other manner which is contrary to the contract.

1.4.10 The client's right to use the certificate or the certification mark will end in the period agreed in the event of an effective regular termination, or with immediate effect in the event of a justified extraordinary termination for good cause.

1.4.11 The usage right expires automatically if the maintenance of the certificate is prohibited by regulatory law or by a court.

1.4.12 Upon termination of the usage right, the client is obliged to return the certificate to the Contractor.

1.4.13 The Contractor reserves the right to assert any claims for damages in the event of a violation of the contractual provisions.

1.4.14 The certification must not have the effect of bringing the Contractor into disrepute.

1.4.15 The client is not entitled to make statements about its certification which the Contractor might consider as misleading and unauthorized.

1.4.16 If it is foreseeable that the certification requirements will not be met only temporarily by the client, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory will be given as "suspended" in accordance with Section 1.5.

1.4.17 If the reasons for suspension are remedied within the agreed period of time, the certification will be renewed. If the reasons for suspension are not remedied within the agreed period of time, the certificate will be withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business dealings. It should be noted that the Contractor is bound by the standards to monitor proper use by ways of random sampling. Information from third parties will be verified by the Contractor.

1.4.19 The client shall inform the Contractor immediately if he discovers that a third party is improperly using his certificate.

1.4.20 The client provides certification documents to others only in their entirety or as specified in the certification scheme.

## 1.5 Directory of certified companies

1.5.1 The Contractor is obliged to maintain a directory of certificate holders which includes the following information: name of certificate holder, applicable standard documents, scope of validity, geographical location (for multiple site certifications: geographical location of the head office and each location within the scope of validity).

1.5.2 Suspended certifications in accordance with Section 1.4.16 and withdrawn certificates pursuant to Sections 1.4.9 and 1.4.17 are included in the directory.

1.5.3 The Contractor is entitled to provide the directory specified in Section 1.5.1 to the public on request.

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## 2 General Conditions for accredited certification

### 2.1 General Conditions for accredited certification

The provisions set out here apply to accredited certifications in addition to the foregoing General Conditions of Certification and apply only for accredited certification projects, i.e. certification based on national or international standards with accreditation, approval or recognition ("accredited certifications"). Where the term "accreditation body" is referred to in these certification conditions, this includes authorizing and recognizing organizations. The terms "accreditation specifications", "accreditation requirements", "accreditation standards" and "accreditation procedures" correspondingly apply to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, generally applicable international accreditation standards and any execution guidelines also apply, as do certification-standard-specific accreditation standards and any execution guidelines, along with certification standards and any execution guidelines and accreditation requirements of the respective accreditation body.

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, ISO 19011, ISO/IEC 17065
- Certification-standards-specific accreditation standards: for example, ISO 22003 for food industry and ISO 27006 for IT.
- EN 9104-001, EN 9101 for aerospace
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, ISO 45001, SCC, ISO 50001
- Accreditation specifications of the respective accreditation body
- Designation rules for certification bodies of the German Federal Motor Transport Authority (Kraftfahrt-Bundesamt, KBA)

### 2.2 Certification audit

2.2.1 The certification audit is conducted in two stages. Stage 1 is designed to provide an overview of the management system and the implementation status. Using this information, stage 2 of the audit may then be performed, where the implementation and compliance of the management system is verified.

2.2.2 The stage 1 and stage 2 audits may be performed immediately one after the other. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be performed immediately afterwards. Instead, the client must first ensure certification readiness. The resulting additional costs of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.3 Stage 1 and stage 2 audits must not be more than 90 days apart for IATF 16949 standard. If there are more than 90 days between stage 1 and stage 2, the stage 1 audit must be repeated.

Stage 1 and stage 2 audits must not be more than 6 months for other standards apart. If there are more than 6 months between stage 1 and stage 2, the stage 1 audit must be repeated.

The resulting additional costs (IATF/ ISO standards) of the client and the Contractor, including travel costs, travel time and time lost, shall be borne by the client.

2.2.4 For determining the time between the stage 1 and stage 2 audits, client requirements as well as the necessary time for correcting weaknesses are considered. In general, the focus in terms of time is on the stage 2 audit.

2.2.5 If the Contractor is not able to review and accept the implementation of corrections and corrective actions of any major/ minor nonconformity including a special audit for Major non-conformity within 90 days after the last day of stage 2, the certification decision is negative and the client shall start over with an initial certification audit (stage 1 readiness review and stage 2).

### 2.3 Surveillance audit

2.3.1 To maintain the validity of the certificate, on-site annual surveillance audits must be carried out as a minimum. The due date is determined by the date of the last day of the initial certification audit. The first surveillance audit after the initial certification audit has to be scheduled for the due date on the basis of surveillance audit interval as below:

Surveillance Interval	6 months	9 months	12 months
No of audits per 3 year cycle	5	3	2
Allowable time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

### 2.4 Recertification audit

2.4.1 To extend the certification for a further three years, a re-certification audit is to be concluded positively before the expiry of the validity period.

2.4.2 This procedure corresponds to that for the certification audit, whereby the necessity and scope of the stage 1 audit is established dependent on the changes

to the client's management system, the client's organization or the context in which the client's management system is operating.

2.4.3 If there are no standard-specific rules, upon successful re-certification, the validity of the certificate is extended by another 3 years. The re-certification audit and the positive certification decision must have been done by the expiry date.

### 2.5 Audits announced at short notice or unannounced

Under the following conditions, an extraordinary audit announced at short notice or unannounced may be required. In these cases, the client cannot refuse the auditors.

- Serious complaints and other facts of which the certification body becomes aware, where these complaints and facts call the effectiveness of the certified management system of the client into question and cannot be resolved through written correspondence or during the next regular audit (e.g. suspected criminal acts by the client or his senior staff).
- Changes to the client's organization which impair the ability of the management system so that the requirements of the certification standard are no longer met.
- As a consequence of the suspension of the client's certification.

### 2.6 Multi-site certification

2.6.1 Multi-site certification (ISO Standards) can be applied to companies with multiple sites or in a company with local offices or branches (sites). Several individual, independent and autonomous companies or organizations that are not interconnected in the sense of a corporate association and that use another non-group company or external organization to develop, implement and maintain a management system do not constitute a multi-site organization within the meaning of the IAF MD1 (IAF = International Accreditation Forum, MD = Mandatory Document) and therefore cannot be certified as a group.

2.6.2 Multi-site certifications are possible when the following conditions are met:

- All sites have a legal or contractual relationship with a central office.
- The products/services of all sites must essentially be the same and manufactured using the same methods and processes.
- The creation, implementation and maintenance of a unified management system which applies to all branches/sites.
- Monitoring of the overall management system via centralized control by the central management representative. The latter must be authorized to issue technical instructions to all offices/sites.
- Documentation of internal audits and management review for all offices/sites.
- Defined divisions work centrally on behalf of all divisions: product and process development, procurement, human resources, etc.

2.6.3 In multi-site certifications, the on-site auditing of sites can be distributed across certification and surveillance audits. The central office must be audited annually in addition to the selected sites.

2.6.4 The Contractor selects the sites to be audited.

### 2.7 Blended Audits / Remote Audits

2.7.1 Blended Audit is a combination of physical on-site auditing and virtual auditing (Remote Audit). Remote Audit can be performed up to 100%.

2.7.2 The contracting parties may agree to apply remote audit technics during the audit to a reasonable extent, provided that this is permitted according to the Accreditation Bodies/ Standard Publisher's instructions/ Certification Program owners.

2.7.3 The client has to have the appropriate information technology infrastructure and environment (e.g. internet access) in place.

2.7.4 For the remote audit the client has to have all relevant documents available online.

2.7.5 The client shall bear any additional costs (e.g. audit time) incurred by technical problems (e.g. poor internet connection) on the client side.

2.7.6 Video and audio recordings are not permitted unless previously agreed by both parties. Screen shots e.g. of reviewed documents or list of participants are allowed to document the remote audit.

### 3 Standard-specific conditions for accredited certification

The additional conditions for certain accredited certifications of the Contractor are listed below. These are in addition to the general certification conditions for each specific standard listed below.

#### 3.1 Supplementary conditions for environmental management systems in accordance with ISO 14001 and / or EMAS

3.1.1 These supplementary conditions apply to the certification of environmental management systems in accordance with ISO 14001 and to verification and validation in accordance with EMAS (Eco Management Auditing Scheme).

3.1.2 Additional conditions for ISO 14001 stage 1 audit:

The stage 1 audit must be performed on site for the first certification. Only under the following conditions is it not mandatory to perform a stage 1 audit on site:

- the client and his typical environmental aspects are known to the audit team from previous audits, or
- the client already has a management system certified in accordance with ISO 14001 or EMAS, or
- the environmental impact of the client's sites is predominantly classified as low or limited.
- The document review must include, in addition to the relevant system documentation, an overview of the client's environmental aspects and environmental requirements (including environmental regulatory approvals and permits).

3.1.3 For audits in accordance with EMAS, the German Environmental Audit Act (UAG) including UAG fees regulations apply in Germany in particular, as well as the basic EU directive.

3.1.4 The client is obliged to inform the Contractor immediately if there has been a major environmentally relevant incident or a breach of environmental obligations in his company that requires official involvement. A major, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 2.5). If it emerges that environmental management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate.

#### 3.2 Supplementary conditions for automotive industry IATF 16949, VDA 6.x

3.2.1 The differing regulations referred to in the following certification specifications for the automotive industry take precedence.

- **IATF 16949** - Automotive certification scheme for IATF 16949 Rules for achieving and maintaining IATF recognition, 5th Edition for IATF 16949, 1 November 2016 (IATF: International Automotive Task Force).
- **VDA 6.x** - Certification requirements for VDA 6.1, VDA 6.2 and VDA 6.4 based on ISO 9001 (VDA - QMC: Verband der Automobilindustrie - Qualitäts Management Center).

3.2.2 The client:

- cannot refuse the request of the Contractor to provide the final report to the IATF
- cannot refuse an IATF witness audit
- cannot refuse the presence of an internal witness auditor of the Contractor
- cannot refuse the presence of an IATF representative or their delegates
- must ensure that consultants to the client are not physically present at the client's site during the audit or participate in the audit in any way.

3.2.3 The organization shall notify the Contractor immediately, of matters that may affect the capability of the management system to continue to fulfil the requirements of the IATF 16949 certification. These include, for example, changes relating to:

- legal status
- commercial status (e.g. joint ventures, sub-contracting with other organizations)
- ownership status (e.g. mergers and acquisitions)
- organization and management (e.g. key managerial, decision making, or technical staff)
- contact address or location
- scope of operations under the certified management system
- IATF OEM customer special status
- transfer to a new IATF-recognized certification body
- major changes to the management system and processes

The Contractor may need to conduct a special audit in response to changes listed above.

Failure by the organization to inform the Contractor of a change listed above is considered as a breach of the legally enforceable agreement. Such failure may result in the issuance of a major nonconformity by the Contractor against ISO

9001 – IATF 16949 Requirement 4.2 – Understanding the needs and expectations of interested parties or other appropriate action as decided by contractor.

#### 3.2.4 Audit termination

The Contractor may not terminate an audit due to the identification of nonconformities.

#### 3.2.5 Nonconformity management

The Contractor shall require the client to submit, evidence of the following as per timelines below (in calendar days from the closing meeting of the site audit):

Evidence submission	Major NC	Minor NC
implemented correction	20 days	60 days
Root cause including methodology used, analysis, and results	20 days	60 days
implemented systemic corrective actions to eliminate each nonconformity, including consideration of the impact to other similar processes and products	60 days	60 days
verification of effectiveness of implemented corrective actions	60 days	60 days

In cases where the accepted corrective action plan for a nonconformity is found not acceptable, the Contractor shall resolve the outstanding issues with the client within a maximum of ninety (90) calendar days from the closing meeting of the audit. If resolution cannot be completed, the final audit result shall be considered failed and the IATF database shall be updated. The certification decision shall be negative and the client shall start over with an initial certification audit. The current valid certificate shall be immediately withdrawn. A major nonconformity shall require onsite verification.

In exceptional case(s) where the implementation of corrective actions cannot be completed within a maximum of ninety (90) calendar days from the closing meeting of the site audit, the Contractor shall consider the nonconformity open but 100% resolved when the following conditions have been met:

- Scheduled onsite follow-up audit based on the accepted action plan and prior to the next audit.
- Containment of the condition to prevent risk to the customer has been taken, including a review of the systemic impact on the client's process
- Documented evidence of an acceptable action plan, instructions, and records to demonstrate the elimination of the nonconformity condition, including a review of the systemic impact on the client's process

For minor nonconformities the Contractor may verify the effective implementation of the identified corrective actions at the next audit instead of verification during an additional onsite verification visit. In cases where the accepted corrective action plan is found to be not effectively implemented, a new major nonconformity shall be issued against the corrective action process and the previous minor nonconformity shall be reissued as a major nonconformity. This will lead to automatic suspension of the certificate.

When a nonconformity is identified during a Recertification Audit by the Contractor, then the decertification process (see section 8.0 of the rules) shall be initiated on the last audit day (see section 8.1.c of the rules).

Nonconformity Management cost for all audits will be charged separately.

#### 3.2.6 Special Audits

It may become necessary for the Contractor to conduct audits of certified clients to investigate performance complaints (see section 8.1 a/b of the rules), in response to changes to the client's quality management system (see section 3.2 of the rules), significant changes at the client's site or as a result of a suspended certificate (see section 8.3 of the rules). Clients cannot deny Special Audits.

Special audits for non-conformity management and OEM special status/ complaints will be charged separately.

#### 3.2.7 Transfer audit from certification body X to TÜV Rheinland (=Contractor)

The client has to notify the former certification body about the intent to transfer to TÜV Rheinland. (= the Contractor)

#### 3.2.8 Transfer audit from TÜV Rheinland (Contractor) to another certification body

The contract between the client and the Contractor can be extended until all transfer activities to the new IATF- recognized certification body is completed.

#### 3.2.9 IATF Logo

The only use of the IATF Logo related to the IATF certification scheme is as displayed on the certificate issued by the Contractor. Any other use of the IATF logo, separately or not, is prohibited.

Note: the client can make copies of the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

#### 3.2.10 Multi-site contract

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In case of a multi-site contract signed between the HQ of the client and the Contractor these Terms and Conditions shall apply to all manufacturing sites and remote locations being part of the contract.

### 3.2.11 Re-certification

Upon successful re-certification, the term of the certificate is extended by another 3 years minus 1 day, starting from the recertification decision. The re-certification audit and the positive certification decision must have been done by the expiry date.

### 3.3 Supplementary conditions for ISO 22000 / FSSC 22000

3.3.1 These supplementary conditions apply for:

- ISO 22000 - Management systems for food safety - Requirements for any organization in the food chain
- FSSC 22000 Food v5.1 (ISO 22000 + ISO / TS 22002-1)
- ISO / TS 22002-1 - Prerequisite programs on food safety - Part 1: Food manufacturing
- FSSC 22000 Packaging v5.1 (ISO 22000 + ISO / TS 22002-4)
- ISO / TS 22002-4 - Prerequisite programs on food safety - Part 4: Food packaging manufacturing

3.3.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards and additional documents of Foundation FSSC 22000, e.g. FSSC 22000 Scheme v5.1, Part 2 ([www.fssc22000.com](http://www.fssc22000.com)).

3.3.3 The standards ISO/TS 22002-1 and/or ISO/TS 22002-4 may only be audited in combination with ISO 22000.

3.3.4 Multi-site sampling for ISO 22000 are only possible from a number of 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transportation/storage.

3.3.5 The Contractor is irrevocably authorized by the client to provide the following information to the Foundation FSSC 22000, Stephensonweg 14, 4207 HB Gorinchem, Netherlands:

- the order for auditing in accordance with standard FSSC 22000,
- the detailed results relating to the order, the audit and certification in accordance with standard FSSC 22000, regardless of success or otherwise in the audit process. This information will be filed with the Foundation FSSC 22000 in its online database (Portal) and on the FSSC 22000 homepage ([www.fssc22000.com](http://www.fssc22000.com)),
- information according serious event details received from the client.

3.3.6 The client allows the Contractor to share information relating to the certification and auditing process with the Foundation FSSC 22000, GFSI and governmental authorities when required.

3.3.7 The client agrees to grant unlimited access to the Foundation FSSC 22000 and the Accreditation Body and its respective officers and employees to all necessary information, and grant them the right,

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out inspections,
- share information about the certified organization with the Foundation FSSC 22000 and government agencies, as appropriate,
- to view and examine all written and electronic business documents,
- to request necessary information.

If critical nonconformities are found, Foundation FSSC 22000 may establish sanctions against the client, which may lead to the withdrawal of the certificate.

3.3.8 At least one unannounced FSSC 22000 audit must be undertaken after the initial / re-certification audit and thereafter within 3-year-terms. The client can voluntarily choose to replace all surveillance and recertification audits by unannounced annual audits. The client must inform the Contractor in writing, within 2 weeks after stage 2 closure, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.) The company has 10 days per calendar year at its disposal for this purpose. Initial certifications are announced.

3.3.9 If the client refuses to participate in the unannounced FSSC 22000 audit, the certificate will be suspended immediately, and if the client does not give the Contractor the explicit opportunity to perform the unannounced audit within six months from the audit date, the certificate will be consecutively withdrawn.

3.3.10 If the auditor is not given access to the client company to be audited, the client will be liable for all costs resulting for the Contractor, especially remuneration for travel time, travel costs and the planning of the audit.

3.3.11 The client has to report to the Contractor within 3 working days:

a) Serious events. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),

- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

b) Following changes:

- any significant changes that affect the compliance with the Scheme requirements. Contact the Contractor in cases where there is doubt over the significance of a change,
- changes to organization name, contact address and site details,
- changes to organization (e.g. legal, commercial, organizational status or ownership) and management (e.g. key managerial, decision-making or technical staff),
- changes to the management system, scope of operations and product categories covered by the certified management system,
- any other change that renders the information on the certificate inaccurate.

3.3.12 The Contractor in turn will take appropriate steps to assess the situation, if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.3.13 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to serious event are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5

3.3.14 The client is the owner of the audit report and the certificate holder.

3.3.15 When requested by the client, the Contractor actively provides the client access to the associated Organization Profile, Audit and Certification data registered in the Portal using the available functionality.

3.3.16 The contracting parties may agree to conduct remote audits instead of on-site audits, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification programme owners.

### 3.4 Supplementary conditions for product certification in accordance with International Featured Standards IFS Food / IFS Logistics and IFS Broker

3.4.1 These supplementary terms apply to product certification according to internationally recognized standards for:

- IFS Food v7 – Standard for assessing product and process compliance in relation to food safety and quality
- IFS Logistics v2.3 - Standard for auditing logistical services in relation to product quality and safety
- IFS Broker v3.1 - Standard for auditing trade agencies', importers' and brokers' service compliance in relation to product quality and safety

3.4.2 The basis for the entire assessment and certification process, including logo usage, are the specifications of the applicable standards and additional documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.

3.4.3 Assessments can only be planned when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

3.4.4 The company shall forward the filled out action plan, incl. the evidence of the corrections, to the auditor within maximum 4 weeks after the last audit date.

3.4.5 Multi-site certifications are not performed, except for IFS Logistics.

3.4.6 The Contractor does not guarantee that the IFS certificate/logo can be used without restriction for the purposes of competition, in particular for advertising purposes.

3.4.7 The Contractor is irrevocably authorized by the client to provide the following information to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin:

- The order for auditing in accordance with the IFS standard.
- The detailed results relating to the order, the assessment and certification in accordance with the IFS standard, regardless of success or otherwise in the assessment process. This information will be filed with IFS Management GmbH in its online database,
- Information according serious event details received from the client.

3.4.8 IFS Management GmbH is irrevocably authorized to make successful certifications (without detailed results) available to food retail companies via its online database.

3.4.9 The client is free to decide whether or not unsuccessful certifications, as well as the detailed results of passed and failed certifications may be made available by IFS Management GmbH to food retail companies via its online database.

3.4.10 The client agrees to grant unlimited access to the Accreditation Body and IFS Management GmbH and its respective officers and employees to all necessary information under the "IFS Integrity Program", and grant them the right:

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out inspections,
- to view and examine all written and electronic business documents,

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- to request necessary information and
- to perform unannounced audits.

If serious nonconformities are found, IFS Management GmbH may establish sanctions against the client, which may lead to the withdrawal of the certificate.

3.4.11 At least one unannounced IFS Food Assessment / IFS Logistics audit shall be undertaken within 3-year-terms. In the event of non-participation, the certification will not be continued and the client must bear the costs incurred. The client informs the Contractor in writing about the blackout days by 10 days / year, during which the unannounced audit cannot be carried out (e.g. company holidays). More information (e.g. audit protocol unannounced audits) are written on the homepage of the standard owner ([www.ifs-certification.com](http://www.ifs-certification.com)).

3.4.12 The client has to report serious events to the contractor within 3 working days. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- client becomes aware that his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

3.4.13 The Contractor in turn will take appropriate steps to assess the situation; if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.4.14 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to a serious event are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5.3.4.15 The contracting parties may agree to conduct an IFS Broker remote audit instead of on-site audit, provided that this is permitted under the Accreditation Bodies/ Standard Publisher's instructions/ Certification Program owners. The following conditions apply

- the client is actively IFS Broker certified,
- the client has the appropriate information technology infrastructure and environment (e.g. internet access) in place,
- the client has all relevant documents and records available online, or has a document scanner or similar, to enable the digitalization of further documents or records, if necessary

### 3.5 Supplementary conditions for product certification in accordance with the BRC Global Standard Food Safety / BRCGS Packaging Materials

3.5.1 These supplementary terms apply for product certification in accordance with the internationally recognized BRCGS standards:

- BRC Global Standard Food Safety v9,
- BRCGS Packaging Materials v6.

3.5.2 The basis for the entire audit and certification process, including logo usage, are the specifications of the applicable standards. This also includes, if applicable, "voluntary modules" commissioned by the client. Further information is available on the homepage of the standard owner ([www.brcgs.com](http://www.brcgs.com)).

3.5.3 Audit planning can be done only when the check for certification readiness has been successfully completed and any differences between the opinions of the Contractor and the client have been resolved.

3.5.4 Multi-site certifications are not performed.

3.5.5. In the case of suspension or withdrawal of the certificate, the client shall immediately inform its customers about the circumstances that led to the suspension or withdrawal of the certificate. Customers will be informed of the corrective action taken to regain the certification status.

3.5.6 The Contractor is irrevocably authorized by the client to provide the following information to the "BRCGS":

- the order for auditing in accordance with the BRCGS,
- the detailed results relating to the order, the audit and certification according to the BRCGS, regardless of success or otherwise in the audit process. (e.g. copy of the audit report, certificates and other documents in connection with the audit),
- information according serious event details received from the client.

3.5.7 The client agrees to grant unlimited access to the "BRCGS" and the Accreditation Body and its respective officers and employees to all necessary information, and grant them the right

- to enter the property, the business, operational and storage areas and means of transport during business or operation hours,
- to carry out audits,
- to view and examine all written and electronic business documents,
- to request necessary information and
- to perform unannounced audits.

If serious nonconformities are found, "BRCGS" may establish sanctions against the client, which may lead to the withdrawal of the certificate. This provision also includes additional standard owners, who are taken into account in the framework of the "Voluntary Modules".

3.5.8 The client has to report serious events to the Contractor within 3 working days. Serious events in this sense are especially:

- any possible legal steps regarding product safety or product compliance,
- his product poses health risks or that statutory requirements are not being met,
- legal proceedings, prosecutions and the outcomes of these related to food safety or legality,
- public food safety events in connection with the client (such as e.g. public recalls, calamities, etc.),
- extraordinary events which pose major threats to food safety or certification, such as war, strike, riot, political instability, geopolitical tension, terrorism, crime, pandemic, flood, earthquake, malicious computer hacking, other natural or man-made disasters.

3.5.9 The Contractor in turn will take appropriate steps to assess the situation; if applicable will take any appropriate action, respectively verification activities. These activities may have effects on the certified status of the client.

3.5.10 Costs incurred due to additional effort (e.g. verification of corrections and corrective actions) due to serious event are to be borne by the client, and will be invoiced on a time and material basis. This also applies to costs incurred as a result of an extraordinary audit announced at short notice in accordance with Section 2.5.

3.5.11 At least one unannounced BRCGS Global Standard audit shall be undertaken within 3-year-terms under the following conditions

- the client must inform the Contractor in writing, within 6 months after the last audit, about the blackout days for the unannounced surveillance audit. Blackout days are the days in which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance activities in production, etc.). The company has 10 days per calendar year at its disposal for this purpose (sites on a 6 month audit schedule (e.g. sites certificated to the Food Standard with grades C or D) may nominate a maximum of 5 days),
- in the event of non-participation, the certification will not be continued and the client must bear the costs incurred.

3.5.12 The contracting parties may agree to conduct the Blended Audit. Blended Audit is an audit, which comprises an remote assessment followed by an onsite audit. The following conditions apply (see additionally 2.7):

- the client is actively certified in accordance with one of the internationally recognized BRCGS standards (see 3.5.1),
- applicable for re-certification audits and not for the first BRCGS audit,
- for the remote assessment the client has all relevant records available online.

### 3.6 Supplementary conditions for the aviation / aerospace industry EN/AS 9100

3.6.1 These supplementary conditions apply to certification in accordance with the internationally recognized standard EN 9100ff.

3.6.2 The Contractor is entitled to grant member companies of Deutsche Akkreditierungsstelle GmbH (DAkkS), of the aviation authorities, and of the BDLI (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V.) rights of access to the extent required to verify the correct application of the criteria and methods for the issuance of certificates according to the EN 9100 series. This includes the release of information and records relating to the accreditation of the certification body by the DAkkS (formerly DGA and TGA). Organizations have to agree to the fact that accreditation bodies, OP assessors, customer representatives and rule-setting authorities may accompany a certification body audit as part of witness supervision or assessment of effectiveness of the audit process of the certification body.

3.6.3 The client must allow the Contractor to register level 1 data (i.e. information about issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - the public area) and level 2 data (e.g. information on and results of audits, assessments, nonconformities, corrective actions, reviews and suspensions - in the private sector) in the OASIS database ("OASIS" = Online Aerospace Supplier Information System). The client must grant access to the level 2 data contained in the OASIS database to his customers from the aviation industry, aerospace industry and defense industry and authorities on inquiry, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

3.6.4 The client must designate an employee who will register himself as OASIS database administrator for the organization in the OASIS database.

3.6.5 The stage 1 audit of the initial certification audit must be conducted on site. Stage 1 and stage 2 may not be performed directly one after the other.

3.6.6 For organizations with multiple sites belonging to the scope of certification, the organization is classified to a structure on the basis of the criteria of appendix B of EN in 9104-001. This classification is the basis for calculating the audit days for each site.

3.6.7 The client is obliged to provide his customers and potential customers with copies of the audit report and related documents and records upon request, unless there are justified reasons against this (e.g. competition, confidentiality, conflicts of interests).

3.6.8 A certificate will only be issued when all nonconformities have been corrected by means of a root cause analysis and corrective actions have been accepted and verified by the certification body.

3.6.9 In accordance with EN 9101, corrective actions for nonconformities – according to classification – must be submitted to the audit team leader by the organization within 30 days after the finding of the nonconformities. The certification body must initiate the process for certification suspension if an organization is unable to prove within 60 days after the creation of a nonconformity report (NCR) that the conformity with the respective standard has been restored. If AQMS-certified organizations lose their certification in accordance with the AQMS standard, they must inform their customers of the aviation, aerospace and defense immediately.

3.6.10 Classified material/ export control requirements: Prior to contracting for and conducting audits, the client has to inform the Certification Body about classified material or export control requirements, so that these aspects can be included in the contract and audit planning. In case that access restrictions related to auditors and, if necessary, Witness / OP assessors occur in specific areas during the audit it has to be clarified between client and certification body how access to these areas can be made during the audit, since only areas / processes can be listed within the scope of the certificate which have been audited adequately. Exclusions from processes are only permitted as given in requirements of the standard.

### 3.7 Supplementary conditions for ISO 45001 and SCC/SCP

3.7.1 These supplementary conditions apply to the certification of health and safety management systems in accordance with internationally recognized standards for

- ISO 45001
- and management systems in the area of safety, health and environmental protection in accordance with
- SCC (contractors/manufacturing sector) and
- SCP (personnel service providers).

3.7.2 For initial certification according to ISO 45001, the stage 1 audit must be conducted on site.

3.7.3 For SCC certification, the client undertakes to allow the auditors access to the relevant construction sites. A corresponding list of construction sites is to be submitted to the audit team leader at least three weeks before the audit.

3.7.4 For SCP certification, the client undertakes to grant access to relevant construction sites or projects. Should the hirer deny access to the company, to construction sites or projects, the temporary employment agency must appoint appropriate temporary employees for the audit to the client's central office or relevant branch, so that the auditor may interview these people.

3.7.5 SCC or SCP-certified clients may apply for the right to use the SCC logo for the duration of the term of the certificate.

3.7.6 The client is obliged to inform the Contractor immediately if there has been a major health and safety relevant incident or a breach of legal obligations in his company that requires official involvement. A major, health and safety relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The Contractor then decides whether or not a short-term, extraordinary audit is required (see 2.5). If it emerges that OSH management system is severely in breach of the certification requirements, the Contractor will adopt measures, which may lead to the suspension or withdrawal of the certificate. A serious violation exists, for example, in case of an accident at work with fatal outcome.

### 3.8 Supplementary conditions for other TÜV-Rheinland companies

For management system certifications where the accreditation is held by other TÜV Rheinland companies (such as SA 8000, IRIS), additional standard-specific certification conditions apply.

### 3.9 ISMS supplementary conditions in accordance with ISO/IEC 27001

In addition to the requirements under Section 2.6 regarding multi-site certifications, the following specifications apply for ISM systems in accordance with ISO/IEC 27001:

3.9.1 Multi-site certifications can be applied to organizations with multiple similar locations where an ISM system is introduced which covers the requirements for all sites.

Under the following preconditions, a certificate – including a list of sites – may be issued for an organization:

- a) all locations have the same ISM system, which is centrally managed and monitored and is subject to internal auditing and management review,
- b) all sites are included in the company's internal audit program and management review,
- c) the first contract review ensures that the various sites are adequately reflected in the selection of the sample.
- d) a representative number of sites will be selected by the Contractor subject to the following aspects:
  - results of internal audits for the HQ and the sites
  - management review results

- varying size of sites
- varying business purpose of sites
- complexity of the ISMS
- complexity of information systems at the various sites
- differences in operating methods
- differences in on-going activities
- possible interaction with critical information systems or processing of sensitive data
- varying legal requirements

e) The representative sample refers to all sites within the scope of the customer's ISMS; it is based on the assessment under point d) and on random factors.

f) Prior to certification, all sites where there are significant risks must be audited.

g) The surveillance audit program is designed so that all the sites are audited within a reasonable timeframe.

h) Corrective actions for nonconformities at one site must be applied to all sites within the multi-site scope of certification.

### 3.10 Supplementary conditions for ISO/IEC 20000-1, ISO 22301 and ISO/IEC 27001

In case the organization has Management-System records which cannot be made available for review by the audit team because they contain confidential or sensitive information, TÜV Rheinland has to be informed with details of the corresponding rationale.

It will be decided if the management system can be audited adequately in the absence of this confidential information. If conclusion is that it is not possible to adequately audit the Management-System without reviewing the identified confidential or sensitive records, alternatively an intermediary accepted by both parties can review and confirm the information or the audit cannot take place.

### 3.11 Supplementary conditions for the certification of energy management systems according to ISO 50001

3.11.1 Certifications must comply with the certification-standards-specific accreditation requirements of ISO 50003.

3.11.2 For multi-site certifications, the conditions set out in Section 2.6 apply. Locations without employees are not calculated as additional locations for the determination of the audit time, but must be considered / audited adequately in the overall audit cycle (3 years).

3.11.3 In justified exceptional cases (micro-enterprises, sufficient current certification body knowledge as a result of ISO 14001 audit, EMAS validations, GHG verification) stage 1 and stage 2 of the audit can be performed immediately one after the other, but only if the dangers of aborting an audit have been clearly explained to the client. The decision rests with the Contractor.

### 3.12 Supplementary conditions for the German certification scheme "AZAV", on the basis of ISO/IEC 17065 in conjunction with ISO/IEC 17021. Only required and available in German language.

3.12.1 The expert body for the certification of providers and measures according to SGB III/AZAV of TÜV Rheinland Cert GmbH (hereinafter referred to as FKS) offers its services to all providers of labor market services according to SGB III / AZAV. The providers can thus prove that they meet the requirements specified therein by a neutral certification body.

The supplementary conditions apply to:

- the certification of the quality assurance system (system certification) of a provider in the AZAV provider approval standard.
- the certification of measures (product certification) of a provider in the AZAV measure approval standard.

3.12.2 The binding legal basis for the approval of providers and measures are the provisions of SGB III (Social Code, Third Book) and AZAV (Accreditation and Approval Regulation for Employment Promotion) as well as the associated guidelines and regulations in the currently valid version. In addition, accreditation requirements such as ISO/IEC 17021, ISO/IEC 17065, ISO 19011 as well as the respective current directives and recommendations of the advisory board according to § 182 SGB III and the responsible sector committee of the DAKkS apply, as long as they do not contradict legal regulations.

Further applicable standards can be e.g. ISO 9001 or similar standards.

3.12.3 The basis for the certification and surveillance procedures are the processes of the respective standard. The approval of the carrier takes place for 5 years at a time. Measures are regularly approved for a period of 3 years. Surveillance audits take place at annual intervals.

The period for conducting surveillance audits is based on the due date (last audit day of initial approval) minus 4 weeks or plus 4 weeks.

3.12.4 The executing agency must submit a formal application for executing agency approval to the TCS. When submitting the application, the organization is obliged to provide truthful information about:

- Type and scope of the system to be certified
- type and field(s) of the carrier approval applied for (areas of validity)
- existing certifications, approvals and, if applicable, special authorizations
- the status of business licenses, criminal records, investigation procedures and other required information on the reliability of the applicant's person

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- the financial and professional capacity of the organization and the suitability of its infrastructure
  - the suitability of the organizational and personnel structure for the requested area of expertise
  - the current offer of measures of labor market services.
- 3.12.5 In the application, the executing agency must make binding declarations about:
- compliance with notification obligations vis-à-vis the TCS, in particular in the event of changes to or discontinuation of certification requirements
  - the granting of access to the organizational units concerned within his company for authorized groups of persons within the framework of audit procedures and processes.
- 3.12.6 After reviewing the application, the TCS informs the sponsor of the result, arranges for improvements if necessary and names further bodies, persons and time periods involved in the certification procedure.
- 3.12.7 If the TCS finds untruths in the application or in the declarations, this will lead to the rejection of the application. If these findings only become known during or after a certification procedure, this will result in the termination of the procedure and/or the withdrawal of the certificate. Furthermore, the TCS reserves the right to take legal action.
- 3.12.8 The following regulations, which deviate from the general certification conditions, apply to the certification of associations according to AZAV: A provider that is an independent legal entity is also considered independent within the meaning of AZAV.
- An association of sponsors consisting of several legally independent organizations cannot apply for joint approval. Each organization, whether a legal entity or a natural person, must apply to the FKS for approval.
- Therefore, group certifications can only be applied for organizations with legally independent locations and/or organizations with branches that only have branch office functions.
- This also includes outsourced training locations/training facilities (e.g. U-rooms, workshops, training grounds and the like), administrative or other locations where the service is provided or administered.
- 3.12.9 The TCS must be notified of any changes in carrier approval. This applies in particular to changes in connection with the legal, economic, organizational status or ownership of the sponsoring organization, the organization, the management and the responsible persons, in connection with the approved departments, resources and locations as well as in connection with other matters (e.g. initiation of official investigation proceedings) which have an impact on the fulfillment of the certification requirements by the sponsoring organization.
- In addition, any matters or circumstances that may affect the ability of the sponsor to meet the certification requirements shall be reported. The final assessment as to whether or not the carrier's ability to meet the certification requirements is affected is the responsibility of the TCS. In case of doubt, such matters or circumstances must therefore be notified without delay. If possible, the notification shall be made before the change occurs.
- 3.12.10 If violations of the reporting obligation are identified, the TCS may take appropriate measures, ranging from a three-month suspension to the withdrawal of the license. The TCS reserves the right to take further legal steps.
- 3.12.11 For the approval of measures for continuing vocational training or for activation and vocational integration, a formal application must be submitted to the TCS, as a rule 3 months before the planned start. Approvals for measures can only be applied for by approved providers. The application documents specified by the FKS must be used.
- In this application, the sponsor must provide at least the following information:
- Number, type, economic sector and objective of the measure(s) applied for, separated according to the subject areas FbW and AVGS
  - content, objective, target group, duration and costs of the measure(s) applied for
  - Location and type of infrastructure of the sites planned for implementation
  - Qualification, competence and professional experience of the teaching staff employed, as well as their actual deployment and the time they spend on the project
  - type and scope of any authorizations required for the implementation of the measure
  - licenses already issued or application procedures already carried out, as well as their results
  - any other evidence and documents required by the TCS.
- In a procedure corresponding to the approval procedure according to AZAV, certificates or recognitions from other independent bodies shall be credited in full or in part. They must be made known to the certification body before the procedure is initiated and evidence must be provided in the form of suitable documentation.
- Sponsors who have been approved by another expert body cannot apply for measures from FKS TÜV Rheinland Cert GmbH.
- 3.12.12 The procedure for the approval of the measure begins with the written acceptance of the application (conformity check) by the TCS. For this purpose, the executing agency receives notification of the result of the inspection, any notes/supplements, the responsible auditor and the specified sample in the case of reference selection. The procedure must be completed no later than 3 months after acceptance of the application. In justified cases, a one-time extension of the deadline may be requested.
- 3.12.13 Approval of measures is usually carried out in the form of documentary checks (off-site). This can be done after the carrier approval or at any other time within a valid carrier approval.
- 3.12.14 When measures are approved for the first time or when measures from a technical or economic field not previously relevant to the executing agency are approved, an on-site inspection (e.g. facilities, special equipment, etc.) may also be required as part of the measure approval. The same applies above a certain ratio of new approvals to the number of previously approved measures.

- 3.12.15 At the time of approval, the executing agency may request that all measures applied for be inspected or that the sampling procedure be applied by the TCS.
- Sampling (reference selection) can only be used for measures for activation and vocational integration as well as for measures for vocational further training and only if these are within the specified average cost rate (BDKS) of the Federal Employment Agency.
- The sample size depends on:
- Type and number of measures
  - Economic sector or measure objective
  - duration of the measure
  - with or without parts of the measure at an employer (only AVGS)
- The specifications for the sampling and the conditions to be met for the sampling are regulated in the respective valid recommendations of the Advisory Board of the BA or in the specifications of the responsible DAKkS sector committee.
- When measures are approved via a reference selection, the approval requirements must actually be met for all measures included in the reference selection and subsequently tested; subsequent improvements are not permitted here. Even in the case of a measure for which the approval requirements are not met, a new sample is determined. If this also does not meet the requirements, approval of the entire bid under this simplified procedure is excluded.
- 3.12.16 Measures exceeding the BDKS cannot be included in the reference selection. A complete review of all measures exceeding the BDKS shall be carried out.
- If the calculated measure costs exceed the BDKS by more than 25 percent, the approval of these measures requires the consent of the Federal Employment Agency.
- 3.12.17 In the case of subsequently identified deficiencies in the approval of measures, the procedure and decision of the FKS shall be determined by whether the deficiency occurred before or after the approval of the measure. The resulting procedure of the TCS is specified in the recommendations of the Advisory Board.
- 3.12.18 If a measure is carried out in a joint venture, it must be determined which of the participating institutions will assume responsibility for the measure. The latter then submits the measure for approval. For example, institutions that are involved in the implementation of the measure with a share of more than 50% must submit the measure for approval.
- 3.12.19 Changes to measures that have a significant impact on the content, the qualifications that can be achieved, the duration or the price of the measure must be applied for by the executing agency. This also applies to changes in the intended places of implementation. Changes cannot be applied for or approved retroactively.
- 3.12.20 If violations of the obligation to report are detected, the TCS may take appropriate measures, up to and including the withdrawal of the license. The TCS reserves the right to take further legal action.
- 3.12.21 Surveillance audits are carried out at annual intervals. This also applies to the monitoring of approved measures.
- 3.12.22 The monitoring of the approved measures of the executing agency is carried out on the basis of a random sample inspection. In order to determine the number of measures in the range of measures to be inspected by the expert body, a reference selection must be made for each specialist area (Section 5 (1) sentence 3 nos. 1 and 4 AZAV). The specifications for the random sample inspection are regulated in the respective valid recommendations of the advisory board according to § 182 SGB III.
- 3.12.23 In the case of deficiencies in the approval of measures that are identified during a surveillance audit, the procedure and the decision of the TCS shall be determined by whether the error occurred before or after the approval of the measure. The procedure of the TCS (suspension for rectification for a maximum of 3 months or withdrawal of approval) is specified in the recommendations of the advisory board.
- 3.12.24 The certificate of the executing agency, including the required annexes to the certificate, is prepared in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board pursuant to § 182 SGB III and the accreditation requirements.
- 3.12.25 The measure certificate and any required annexes are issued in accordance with the specifications of SGB III, AZAV, the recommendations of the advisory board in accordance with § 182 SGB III and the accreditation regulations. The measures are presented separately according to the subject areas. In case of deficiencies, the certificate can be suspended or withdrawn for a maximum of 3 months.
- 3.12.26 Changes in accredited measures must be reported to the TCS. This applies in particular to changes in the duration of the measure, the content, the procedure, the calculation and the prices; to the addition of new locations or the discontinuation of locations, to changes in the personnel of the persons primarily responsible, e.g. teachers, trainers, educators, as well as to changes in the recognition by third parties, e.g. supervisory authority.
- In addition, all matters or circumstances that may have an impact on the approved measures must be reported. The final assessment of whether the certification requirements continue to be met is the responsibility of the TCS. In case of doubt, such facts or circumstances must therefore be reported immediately.
- If possible, the notification shall be made before the change occurs.
- 3.12.27 All activities of the auditors/evaluators and decisions of the TCS are subject to a fee. Notifications, results and decisions shall be sent to the approved body in writing in the form of a report.
- An appeal against all decisions of the TCS within the scope of the approval of the executing agency and the measure can be lodged within 4 weeks after receipt of the decision.
- 3.13 Supplementary conditions for the attestation according to SpaEFV: Only applicable to German enterprises or locations in Germany**

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3.13.1 The rules of the Deutsche Akkreditierungsstelle (DAkKS) "Ergänzende Regeln für die Testierung im Bereich SpaEV" (71 SD 6 046) and the directive „Verordnung über Systeme zur Verbesserung der Energieeffizienz im Zusammenhang mit der Entlastung von Energie- und Stromsteuer in Sonderfällen (Spitzenausgleich-Effizienzsystemverordnung-SpaEV)" in their current versions are applicable.

3.13.2 The Contractor is entitled to claim further data regarding the issuing of the official form 1449, 1449A, 1449B (tax form sheet).

3.13.3 The Contractor does not verify if the classification for the economic pre-conditions for the categories of micro, small and medium-sized enterprises (SMEs) are fulfilled.

3.13.4 Furthermore, the client has to ensure that all relevant documents are available as early as possible.

**3.14 Supplementary conditions for the German certification scheme "MAAS-BGW": Only required and available in German language**

3.14.1 The basis for certification and re-certification is the integrated quality management system introduced by the client as well as the requirements of the DAkKS and the MAAS-BGW for the scope applied for. The subject of the surveillance is the current integrated quality management system in the certified scope on the basis of the currently valid version of the DAkKS and MAAS-BGW documents.

3.14.2 The client undertakes to fulfill the requirements of the MAAS-BGW.

3.14.3 The Customer undertakes to implement changes to the requirements of the MAAS-BGW within three years of their announcement, unless the period is shortened due to the requirements of the DAkKS, the MAAS-BGW or legal provisions that prescribe a different implementation period.

3.14.4 The audit is carried out in accordance with the requirements of ISO 17021, taking into account the specific requirements and interpretations of the BGW. Only persons who meet the requirements for MAAS-BGW auditors or leading MAAS-BGW auditors according to the respective valid specifications of the DAkKS and the MAAS-BGW shall be used as auditors.

3.14.5 In order to be able to make a positive certification decision within the scope of certification as well as re-certification and surveillance, the following prerequisites must be fulfilled by the client:

- The client is located in the area of responsibility of the BGW.
- Fulfillment of the MAAS-BGW according to the respective current specifications of the DAkKS and the BGW.
- Simultaneous auditing according to DIN EN ISO 9001 and MAAS-BGW in an integrated system.
- Elimination (correction) of all non-conformities (deviations) that may have been identified during the audit by providing evidence of appropriate measures analogous to ISO 9001.
- Any required follow-up audit must be carried out no later than 3 months after the last day of the integrated audit.
- Successful completion of a certification for the same scope according to DIN EN ISO 9001 in the respective valid version at the latest at the time of issuance of the certificate according to MAAS-BGW or successful maintenance of an ISO 9001 certification for the same scope.
- Compliance with the requirements for the implementation of a sampling procedure in the case of branch offices (see also group certifications under 2.6 and 3.14.12).

3.14.6 If the prerequisites for a certification or a re-certification according to item 3.14.5 are met, the certification shall be issued in the form of a German-language certificate. The period of validity of the certificate is usually 3 years from the date of issue, but depends on the period of validity of the ISO 9001 certificate. In the case of an already existing ISO 9001 certification, the period of validity may therefore be correspondingly shorter.

3.14.7 The certificate confirms that the customer has provided evidence that the requirements according to MAAS-BGW are fulfilled in the specified area of application.

3.14.8 The certificate does not certify legal conformity. The monitoring rights and obligations of the employers' liability insurance associations and other administrative bodies remain unaffected.

3.14.9 If it is determined during a surveillance audit that the client's quality management system deviates from the status determined during the initial certification, the contractor shall decide on the basis of the DAkKS and the BGW regulations whether the prerequisites for the use of the certificate continue to exist or whether it must be withdrawn.

3.14.10 The Contractor's personnel involved in certification and recertification or monitoring shall be obliged to maintain secrecy vis-à-vis third parties. Information about the content of the contract and the findings made during the execution of the contract may only be provided with the consent of the contractor. This does not apply to requests for information from courts or authorities in cases provided for by law. The client agrees to the disclosure of certain information from member companies of the BGW to the BGW (name and address of the company and its locations according to the scope of the certificate, BGW membership number, industry, number of employees, MAAS auditor(s) used, audit date, number and end of validity of the certificate) after successful certification by the contractor. With regard to companies that are not members of the BGW, information on the industry and size/number of employees will be provided. However, the client may object to inclusion in a reference list published online by the BGW and to forwarding to state occupational health and safety authorities in accordance with the Guideline Organization of Occupational Health and Safety of the Joint German Occupational Health and Safety Strategy.

3.14.11 If the client terminates the contract and changes to another certification body, the client is entitled to make the contents of the previous audit reports and certificates available to the other certification body in a suitable form.

3.14.12 Prerequisites for carrying out the sampling procedure for clients whose company has several branches (see also 2.1.5 Group certifications):

- The individual branches are dependent on the client (center), must be subject to a common QM system and must jointly fulfill the MAAS-BGW. All requirements of the MAAS-BGW must be fulfilled by the head office.

- A contractual relationship exists only between the contractor and the client (head office), regardless of the legal status of the branch(es).

- The number of random checks, also within the framework of the monitoring procedure, is determined by the number of companies included. Each inspection includes all sections of the MAAS-BGW.

- The client (head office) must also arrange for corrective measures to be carried out in the branches and monitor their implementation.

- The client (head office) is responsible for ensuring that the branches meet the requirements for certification on a permanent basis and bears the consequences in the event of non-compliance.

- In this respect, the conduct of the branches is fully attributed to the client as its own conduct. Accordingly, the certificate must be withdrawn if one of the included branches fulfills the conditions for withdrawal.

3.14.13 The use of the MAAS-BGW mark outside of the certificate follows the BGW mark statutes and can be applied for by certified companies directly by presenting the accredited certificate.

3.14.14 The client agrees to have a witness audit carried out by assessors of the accreditation body or the BGW at any time.

**3.15 Supplementary provisions for the assessment of management systems with requirements relevant to approvals or Teilegutachten under road traffic law ARR (Approval Relevant Requirements)**

3.15.1 The "Rules for the Designation/Recognition of Technical Services (Category C)" of the German Federal Motor Transport Authority (Kraftfahrt-Bundesamt, KBA) in the current version shall apply.

3.15.2 For each audit, the client shall provide the Contractor with information on existing or planned road traffic approvals or Teilegutachten.

3.15.3 The approval and recognition authorities shall have the right to request at any time audit reports, quality records and other documents relevant to type-approval.

3.15.4 The client may not use certificates, CoP information, audit reports or the like, which have been prepared within the scope of the procedure ARR, or parts thereof, in a way that is misleading.

3.15.5 The client and holder or potential holder of type approvals under road traffic law is hereby informed that he is subject to the rights and obligations of an approval holder (inter alia, in accordance with the "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt). These rights and obligations are valid independently of the certification/assessment process.

3.15.6 The client and owner or potential owner of Teilegutachten is advised that he is subject to, synonymous with, the rights and obligations of an approval holder according to the aforementioned sections. These rights and obligations are valid independently of the certification/assessment process

3.15.7 The client and owner of type approvals under road traffic law or of Teilegutachten for several objects must create a program for the regular checking of the approved or Teilegutachten relevant characteristics. The type of inspection, interval and sample size shall be justified. Records shall be kept and retained for an appropriate period of time for the implementation of the program.

3.15.8 The client and holder of type approvals under road traffic law or of Teilegutachten must carry out internal audits at appropriate intervals to assess compliance with the requirements relevant to approval or Teilegutachten and have them assessed by the management.

3.15.9 In the event that the client and holder of type approvals under road traffic law or of Teilegutachten has the relevant objects manufactured in their entirety or to a significant extent in legally independent companies (external production facilities), the assessment will evaluate the extent to which the client fulfills its obligations to monitor production.

3.15.10 Proof of the QM system at the external production site can be provided by an assessment by the Contractor or by the following alternative measures:

- Proof of a certificate, an attestation of ARR or a verification confirmation of the external production site. These documents should include requirements relevant for approval and be issued by a designated technical service.
- In the case of the external production of approved objects (KBA), the production facility must meet the requirements of the current "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt-Bundesamt.
- In the case of external production of objects relevant to Teilegutachten, the production facility may have to meet additional requirements in accordance with the technical services conducting the assessment.

3.15.11 During the period of validity of the certificate or the attestation of ARR, the manufacturer must provide the following information to the certification body:

- Changes in production methods
- Changes with regard to the production sites

3.15.12 As a result of each audit of an approval holder or a potential approval holder (KBA), a "CoP report" is prepared and transmitted by the certification body to the Federal Motor Transport Authority (KBA).

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3.15.13 A major deviation - beyond the requirements of ISO/IEC 17021-1 - is defined as follows:

- There is a risk that
  - o A product is brought into market with an approval sign although it has not been approved or that the product otherwise appears as approved or
  - o A non-conform product can be brought into the market or
  - o Malfunctioning products cannot be recalled.
- The approval holder does not comply with the stipulations given in the approval and does not immediately implement adequate corrections and corrective actions
- Other serious violations of approval relevant requirements.

3.15.14 Irrespective of the client's (approval holder's) duty to inform, the Contractor must inform the Kraftfahrt-Bundesamt (Federal Motor Transport Authority) immediately in the following cases, among others:

- Major deviations from approval relevant requirements in the audited organization, if the organization does not immediately and effectively implement adequate corrective actions and corrective measures.
- Definitive refusal of a certificate of compliance with the approval relevant requirements.
- Invalidation, restriction or suspension of the certificate for approval relevant requirements and for ongoing procedures therefore.

3.15.15 The client undertakes to allow a Witness assessor from the Designation Authority to participate in the audit.

**3.16 Assessment of approval-relevant or Teilegutachten relevant requirements (Procedure ARR) with issue of an attestation of ARR in case a certified QM system (ISO 9001 or IATF) is available.**

3.16.1 In addition to the rules and procedures of the applicable certification procedures (ISO 9001 or IATF) the following supplements apply.

3.16.2 The process for the initial assessment audit in the procedure ARR is as follows. All procedural steps including the audit can be carried out separately for the procedure ARR or in combination with the certified procedures.

- Optional information meeting with focus on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant or Teilegutachten relevant requirements for the readiness evaluation if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if necessary
- Internal review process by the ARR product management of the certification body
- Transfer of the CoP report to the approval authority (in case of approval holders or potential approval holders)
- Providing the attestation of ARR with binding to the validity of the applicable certification procedure.
- Sending the attestation of ARR and the CoP report to the client.

**3.16.3 Surveillance audit**

An annual surveillance audit is performed according to the rules of the applicable certified procedures. All procedural steps up to and including audit performance can again be carried out separately for the procedure ARR or in combination with the certified procedures.

For each surveillance (for approval holders or potential approval holders) an update CoP report shall be submitted to the approval authority.

**3.16.4 Re-assessment**

In the course of the re-certification according to the rules of the applicable certified procedures, a repeat assessment is performed in the procedure ARR. All procedural steps up to and including the performance of the audit can again be performed separately for the procedure ARR or in combination with the certified procedures.

An updated attestation of ARR is issued after successful re-assessment. An update CoP report (for approval holders or potential approval holders) is submitted to the approval authority.

**3.17 Assessment of requirements relevant to approval or Teilegutachten (verification procedure) with issue of a verification confirmation, without existence of a certified QM system.**

3.17.1 In this case, the verification procedure for the initial assessment is as follows:

- Optional information meeting on the verification procedure
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to Teilegutachten relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution

- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Issue of the confirmation of ARR with limitation of the validity to 1 year in a first step.

**3.17.2 Surveillance audit**

In principle, a surveillance audit is planned for the first assessment in the verification procedure approximately one year after the initial audit and the validity of the verification confirmation is limited for this time. The decision on this is made when the verification confirmation is released.

After a successful surveillance audit, the validity of the verification confirmation is extended to 3 years, starting from the initial audit date.

In the case of reassessments, there is generally no annual surveillance.

**3.17.3 Re-assessment**

On expiry of the validity of the confirmation of ARR, a re-assessment is agreed in due time in the verification procedure.

**3.18 Assessment of requirements relevant to approval (audit for initial assessment) without issuing an attestation of ARR, with or without existence of a certified QM system.**

3.18.1 The procedure for the initial assessment audit is as follows:

- Optional information meeting on the procedure ARR
- Offer preparation and order confirmation
- Preparation for the audit and document review with regard to approval-relevant requirements for the readiness evaluation, if required
- Audit planning
- Audit execution
- Processing and verification of corrective actions or repeat-audit if required
- Internal release process by the product management ARR of the certification body
- Transfer of the CoP report to the approval authority

**3.18.2 Surveillance audit**

In principle, no surveillance audit is provided for. The decision on further monitoring measures is the responsibility of the approval authority.

**3.18.3 Re-assessment**

In principle, no re-assessment is provided for. The decision on further monitoring measures is the responsibility of the approval authority.

**3.19 Supplementary conditions for the confirmation of green conditionality according to EnSimiMaV, EnFG, BECV and SPK-R: Applies only to German companies or locations in Germany.**

3.19.1 The publications of the responsible ministries BMWK and BMU as well as of the authorities BAFA (for EnFG see, among others, form declarations on "grüne Konditionalität (green conditionality)") and DEHST shall apply in their respective valid versions.

3.19.2 The Contractor shall be entitled to request further information from the Customer for the issuance of the confirmation.

3.19.3 In addition, the Customer shall ensure that all relevant documents are available as early as possible. This includes in particular the following bases for verification: self-declaration/ declaration of the organization, action plans of the last 3 years, lists of ideas, result reports according to DIN EN 17463, offers and calculations, calculation of the internal interest rate, price increases, degradation. As far as the legislator, BAFA or DEHST provide for or require additional proofs and documentation, these are to be provided additionally by the client (e.g. the report of the energy management system).

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