

1.0 SCOPE:

Rules and Regulations covering Certification Activities of Accordia Global Compliance Group

2.0 OBJECTIVE:

To make it transparent to all interested parties (clients, Independent Impartiality Committee (“IIC”), Accreditation Bodies and other regulatory bodies) the general rules and regulations related to the certification activities of Accordia.

3.0 RESPONSIBILITY:

The President of Accordia is responsible to document the rules and regulations that cover certification activities and also assure conformance to the requirements of ISO 17021-1:2015.

The IIC is responsible to oversee and evaluate that the certification rules & regulations are transparent and that they ensure impartiality throughout the certification process.

The clients of Accordia are responsible to agree to the Certification Terms of Reference stated in this document.

The Program Manager is responsible to inform all involved in the certification process, including but not limited to clients, Accordia office staff, IIC, accreditation bodies as required.

4.0 DEFINITIONS:

For clarity the definitions of certain terms used in the document are given below:

Term	Definition
Accordia	Accordia Global Compliance Group Inc.
Certification Logo	The logo approved by the Accordia.
IIC	Independent Impartiality Committee, a committee formed to oversee the impartiality, transparency and openness in the certification processes of Accordia
Appeals Committee	A committee established for the purpose of hearing appeals. The panel appointed in respect of each appeal will consist of a Chairman and at least two members of the IIC, none of whom shall have any direct interest in the subject of the appeal.

Term	Definition
Applicant	An organization which has applied but has not yet been granted a certificate for the scope of the application, for certification.
Standard or Scheme	Standard or scheme for which the client is seeking certification

Certificate	A certificate recognizing that the management system granted to the organization having been assessed by Accordia is in accordance with these regulations
Program Manager	The person who is appointed for the time being by the President to be in charge of the certification activities for a particular standard
Registered Organization	Organization which has been granted a certificate by Accordia
Documented Management System	A set of documents/descriptions/protocols/standard operating procedures/work instructions, or other formal instructions serving to implement the system of an organization which sets out the specific practices, resources and activities of that organization relevant to achieving compliance with a particular standard, specification or otherwise specified requirement, plus, if appropriate, practices and activities relevant to specific Codes of Practice.

5.0 CERTIFICATION RULES, REGULATIONS, COMPLAINTS AND APPEALS

Rules and regulations pertaining to certification activities of Accordia Global Compliance Group certification are as follows:

- 5.1 Accordia is the final authority by which certificates may be granted, and acts through the Program Manager for a particular Standard/Scheme.
- 5.2 An applicant who satisfies the Program Manager that they are capable of compliance with these regulations and that the client carries out a bona fide business, and who gives to the Schemes Manager such undertakings as he may require shall, subject to the conditions of these regulations be entitled to a certificate which shall nevertheless remain the property of Accordia. Initial Certificates, generally, have a valid "from date" and an "expiry date" (for management system certification the period is typically 36 months). If an organization does not intend to renew its certificate it must notify the Program Manager in writing of its intention not to do so, at least two months before the certificate expiry date. An organization's right to use the certificate is not transferable without the express permission of the Program Manager in writing.
- 5.3 A certified organization shall:
 - 5.3.1 Comply with these regulations at all times
 - 5.3.2 Use the appropriate logo in accordance with the Rules Governing The Use Of Accordia System Certification Logos - as defined within the Accordia website and in respect of the service(s) or product(s) which is/are the subject of the certificate, and then only from the address stated on the certificate (and annex if appropriate).
 - 5.3.3 Maintain and document a system (where applicable) in accordance with the appropriate standard and make available copies of all or part of the documented system should the Program Manager require it for reference purposes.

- 5.3.4 Notify the Accordia Head Office of matters arising that may affect the capability of their Certification to continue in order to fulfill the requirements of the standard(s) used for certification or these certification regulations. The notification must be immediate and in writing, when amendments to the system are significant (e.g. changes relating to legal, commercial, organizational status or ownership; changes to key management personnel; change in contact address and sites; changes in scope of operations covered by the certified/registered management system; and major changes to the management system and processes). Where amendments are of a minor nature, they must be notified to the Accordia representative at the next scheduled assessment /surveillance visit.
- 5.3.5 Discontinue any use of the applicable logo, which is unacceptable to the stated regulations, and any form of statement or reference to the authority of the organization to be certified which in the opinion of Accordia might be misleading. A detailed statement can be found in the document Rules Governing the Use of Accordia System Certification Logos
- 5.3.6 Provide Accordia representatives open and free access during normal working hours, to the premises or sites in which work subject to the certificate is being carried out, for the purpose of examining materials, procedures, processes, methods of test, records and systems, or establishing that the procedure for the termination of the certificate described in regulation (5.3.5) has been carried out if necessary.
- 5.3.7 In the event where a Client, as part of an audit visit, denies access to the auditor, either full access or partial access (e.g. withholds access to documents, workers, areas that are part of the scope of the audit, etc.), the auditor shall follow the Audit Disruption Procedure and report the situation in accordance with the Procedure using the Audit Alert Sheet. The audit may need to be lengthened to additional day(s), at the discretion of Accordia, in order to complete the audit, once the partial denial of access is resolved. Any charges relative to additional days due to an Audit Disruption event shall be billed and payable by the client.
- 5.3.8 The Accordia representatives may visit, either on an announced or unannounced basis, to conduct routine audits to meet the scheme requirements as defined by the accreditation bodies. The representatives may also visit on an unannounced basis to carry out investigation against a complaint received about the client or simply to conduct duplicate audits to verify that the previous audit, carried out by Accordia auditors, was credible.
- 5.3.9 Nominate, for the approval of the Program Manager(s), a management representative and one or more deputies authorized to act in the main nominee's absence (and replacement nominees as may be necessary) who will be responsible for all matters in connection with the requirements of the certificate and who will, upon each visit by the representative of Accordia, sign a declaration if requested by the representative, to the effect that any changes in the procedures and other information relevant to the conditions under which the certificate is held including customer complaints, have been notified to Accordia.

5.3.10 Upon the termination of the certificate (however determined), forthwith discontinue the use of the applicable Certification Logo and all advertising matter which contain the Certification Logo or any reference thereto. In addition, any other material or documents in the possession of the organization which bears reference to the certificate will, if the IIC requires, may not continue to be used with such reference and wording must be removed.

5.4 The appropriate Accordia Office shall be entitled to charge fees, at a level to be determined from time to time, based on its costs relating to the administration of its schemes.

An organization (Client) shall pay:

5.4.1 A fixed annual fee, or other fee agreement as agreed, in writing, for each certificate granted (this will include costs of surveillance, where appropriate), which shall not in general be returnable.

5.4.2 Additional fees for assessment, supervision, re-issue or endorsement of the certificate and administration such as shall, from time to time, be determined by Accordia and IIC to be fair and appropriate.

5.4.3 Additional fees will be charged for special audits conducted to meet accreditation requirements. Such audits may be conducted to follow up on complaints raised by accreditation bodies, stakeholders, client employees or to meet duplicate audit requirements of the accreditation bodies.

5.4.4 A final assessment fee, upon termination of the certificate, however determined, if such an assessment is required by the IIC.

5.4.5 Any additional costs incurred by the Accordia Office due to the certified organization's non-compliance with these regulations.

5.4.6 Clients which cancel pre-arranged/announced visits without reasonable notice (less than 15 business days), may force a charge to be levied for such a cancellation, given that travel arrangements and accommodation may likely have been booked in order to provide an economical travel schedule to be made by the auditor in efforts to keep costs, and therefore, fees to a minimum. Further, the situation can be aggravated when sub-contract auditors are used for audit assignments.

Given the above, clients shall avoid such requests and fully understand the above policy and appreciate that any notice of cancellation should be made in writing to the Accordia office well in advance of an announced visit.

5.4.7 Travel expenses, as applicable, as related to certification activities.

5.4.8 All fees in advance of the activity to which they refer (e.g. Application Fee prior to document review; Assessment Fee prior to the assessment and Annual Surveillance (announced or unannounced) fee prior to surveillance visit, except where a continual payment method is used

e.g. Standing Order or other arrangements have been approved by the appropriate Accordia Office.

5.5 Accordia shall:

5.5.1 Send a representative to the registered organization in line with the agreed surveillance program (or appoint an evaluator for assessment of documents and records at an Accordia designated office), which will be notified to the client (these visits are normally once or twice per year and can be announced or unannounced) for the purpose of verifying that the obligations imposed by the certification rules are being carried out.

5.5.2 Notify the registered organization of any changes in applicable Audit Report, Standard or Certification Rules/Regulations and allow the organization such time as in the opinion of the IIC is reasonable in which to adjust its processes and relevant procedures to meet the revised requirements.

5.5.3 **Not Disclose Any Information** concerning the registered organization which is of a confidential nature, other than information which is in the public domain.

5.5.4 Notify the registered organization of customer complaints relating to the compliance of the registered organization's product, process or service.

5.6 If a registered organization is temporarily unable to comply with the requirements of these regulations, Accordia may require the registered organization to discontinue use of the Certification Logo, and/or any claim to be a registered or certified organization, with immediate effect, until they are satisfied that the conditions of certification are again achieved or pending the result of any appeal under regulation 5.11.

5.7 The companies that are being audited and registered must notify the relevant regulatory body or bodies, including Accordia, of any known breach of regulation/legislation related to the Standard (may include but not limited to labor laws, environmental laws, occupational health and safety laws, etc.) appertaining, to the system certified.

5.8 If a registered organization fails to comply with these regulations Accordia may, subject to the provisions in regulation 5.11 as appropriate:

5.8.1 Suspend or withdraw the certificate or reduce its scope

5.8.2 Refuse to grant or renew the certificate or extend its scope.

Such decisions, and the grounds for them, shall be communicated to the registered organization in writing. Reasons for suspension/withdrawal include: failure to comply with these regulations; persistent or serious failure to meet certification requirements including the requirement to maintain effectiveness of the certified management system; not allowing surveillance or recertification audits to be conducted at the required frequencies; and client request.

Failure to resolve the issues leading to suspension or highlighted during audits/visits/complaints, in the agreed time frame (not to exceed 6 months) and/or non-payment of fees, will result in withdrawal or reduction of the scope of certification by Accordia.

- 5.9 Accordia, at its discretion, and subject to regulation 5.11, may revoke or refuse to grant or renew a certificate if the registered organization becomes subject to bankruptcy laws or makes any arrangements or composition with its creditors, or enters into liquidation, whether compulsory or voluntary (but not including liquidation for the purpose of reconstruction), or has a receiver of its business appointed, or is convicted of an offense tending to discredit the registered organizations reputation and good faith as a trader. Such decisions, and the grounds for them, shall be communicated to the registered organization in writing.
- 5.10 All applicants and SA 8000 registered organizations are responsible to keep themselves up to date with SAAS Accreditation requirements stated on SAAS websites, Procedure 200:2015, Procedure 200A Procedure 201A, Procedure 201B and SAAS website.
- 5.11 Complaints and Appeals:
- 5.11.1 In the event of a registered organization or applicant wishing to appeal against any decision of the Program Manager or Independent Impartiality Committee (IIC) under these regulations, shall do so within 21 days after having been officially informed of such a decision, giving notice in writing to the IIC of its desire to appeal against such decision.
- 5.11.2 A meeting of an appeal committee constituted in accordance with the regulations will be held within 30 days of receipt of such notice, and the appellant shall be given at least 7 days' notice of the date, time and place of such a meeting.
- 5.11.3 The appellant will be advised as to the constitution of the appeals committee with respect to the individual candidature and shall be given the opportunity to object to any member of the committee. Such objections must be notified to the Program Manager in writing, and the appeals committee will be duly re-constituted, if upheld.
- 5.11.4 The Program Manager's decision shall remain in force pending any meeting of the appeals committee. At such meeting, both the appellant and the Program Manager shall be entitled to be heard, in confidence. The decision, by simple majority of the members of appeals committee, as declared by its chairman, shall be final.
- 5.11.5 Should a client wish to make a complaint against the service offered by Accordia, they should, in the first instance, write to the President/Program Manager at the Accordia Head Office. The contact addresses can be found on the Accordia website.
- 5.11.6 All complaints shall be duly recorded and reviewed, any corrective action thought necessary shall be communicated to the complainant, within a reasonable time-frame. Should the action not be

considered sufficient, the complainant should write to the Head Office, but mark the correspondence for the attention of the Independent Impartiality Committee (IIC).

- 5.11.7 Following the IIC's review of the matter, any actions considered necessary shall, once again be communicated to the complainant. If the above action is still not considered satisfactory, the complainant should address his/her concerns to the relevant Accreditation Body (e.g. SAAS, WRAP, etc.). Links to the Accreditation Bodies are available on Accordia's website.
- 5.12 These rules and regulations may from time to time be altered by the IIC. No such alterations shall affect the right of any registered organization to use the applicable logo, or claim to be registered under these regulations unless or until it shall have been given notice in writing of such alterations by Accordia who will notify the registered organization of the date by which it must comply with the altered regulations, which shall not normally be less than six (6) months from the date of notification of the alteration.
- 5.13 The following information shall be open for inspection by the public at all Accordia offices:
- 5.13.1 List of Registered Organizations
 - 5.13.2 Certifications suspended & withdrawn
 - 5.13.3 Complaint & Appeal handling procedure.

For inquiries regarding the Certification status of an Organization (to determine whether they hold a valid Certificate), the general public can access the Accordia website at www.accordiausa.com/certificationstatus

- 5.14 Any notice under these rules and regulations shall be in writing and signed by or on behalf of the party giving it and may be served by personal delivery or by sending it via pre-paid return-receipt delivery or registered post, in the case of an Accordia office or the registered organization at or to its address for the time being (registered office where applicable).

Any notice so served by post shall (unless the contrary proved) be deemed to have been served 48 hours from the time of posting; and in proving such service it shall be sufficient to prove that the notice was properly addressed and was posted in accordance with this regulation.

- 5.15 As an accredited certification body, the relevant Accreditation Bodies reserve the right to perform witnessed audits on our auditors and clients therefore are advised, as part of these rules, that as a registered client, for some schemes and standards, there may be instances where the Accordia auditor will be accompanied by an auditor(s) from the relevant Accreditation Body. Registered clients are obligated, as a requirement of these Rules, to allow the Accreditation Body auditor(s) access to carry out the witnessed audit at their site(s).

6.0 LIMITS OF LIABILITY

Accordia is indemnified through appropriate general liability, property, professional liability and errors and omission insurance sufficient to ensure coverage of liabilities for specific perils. In the event of a failure of service, the coverage of liabilities are based on the following Terms and Conditions accepted by Accordia and the Client.

Further the acceptance of the limits of liabilities are implied by the statements made within this document, including the Disclaimer, Rules and Regulations, Rules Governing the Use of Accordia System Certification Marks and Logos and any other contractual terms and conditions.

The Professional Indemnity Insurance coverage depends upon the service offered, and Accordia limits its liability based on certain principles being honored by our customers and clients, dependent on the service contracted, such that:

- 6.1 Any Accordia auditor, representative (whether permanently employed, or acting as a sub-contractor) to a customer, or client premises, or customers to the Accordia customer, or supplier, hold the appropriate insurance to cover the said Accordia auditor or representative.
- 6.2 If transportation is required to and from a customer, client, or supplier to the Accordia Customer and such transport is taken by the Accordia Auditor or Representative, whether permanently employed or acting as a sub-contractor, then appropriate insurance cover shall be held by the customer, client, customer to the Accordia customer, or supplier.
- 6.3 Where Auditors, Representatives visit a client, or a customer, or supplier of a client to perform their duties, the customer must provide the relevant Personal Protection Equipment (PPE) and provide adequate training, instruction prior to work commencing. Further the Customer must NOT allow the Auditor, Representative to handle equipment without express supervision and instruction.
- 6.4 **System Certification** - Findings that must be corrected against the standard that is being audited, the Accordia will not be liable for the determination of the said corrective action and implementation. The decision as to what is required to correct a finding is solely within the purview of the Customer or Client.

The extent of Liability and Professional Indemnity Insurance is dependent on the service being offered. Details of the extent and amount of cover regarding Insurance can be obtained by contacting the Head Office of Accordia.

The Client of Accordia is reminded that, should such Insurance cover be of importance for the delivery of services to them with regard to the limits of Liability, then inquiries to Head Office are welcome to satisfy themselves coverage is adequate.

7.0 DISCLAIMER – PUBLISHED MATERIALS

7.1 Website

The Accordia website (www.accordiausa.com) is a general medium for explaining the main services offered by Accordia and its associated Companies to the "wider world." As such, the website is updated from time-to-time and every effort is made to keep the website valid and free from errors and omissions.

However, Accordia does not accept any liability for any loss of business, service or other problems relating to any errors and omissions found on its website.

7.2 Printed Material

In some cases, printed material is produced for general marketing and information to potential clients for the services offered by Accordia. Like the website, every effort is made to ensure that the material is free from errors and omissions, at the time of printing.

Accordia does not accept liability for any loss of business, service or other problems relating to any errors and omissions found within such materials.

7.3 General Communications and Contracts

Accordia is required to communicate to all clients, contractors, regulatory bodies, etc. what the requirements are for various stages of the selected service offered to clients via quotations, which set-out the terms and conditions of the service(s) offered, or make reference to other publicly available information, such as the website. While every effort is made to ensure the conditions stated in the said communications are free from errors or omissions, Accordia does not accept liability for any loss of business, service or other problems relating to any such errors.

Any errors found on any of our published material may be communicated and discussed with any Accordia Office and or the Head Office of the Group, should the user/client deem this action necessary. Every effort will be made to correct any errors and, or, misunderstandings.