Certification conditions
of TÜV Rheinland Cert GmbH / LGA InterCert Zertifizierungsgesellschaft mbH

1 General conditions for certification

The following provisions 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 Zertifizierungsgesellschaft mbH - hereinafter referred to as the "contractor".

All individual certification measures are carried out 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 provide the contractor with all information required for the certification of the standard. This can be done by completing the "Questionnaire for the preparation of offers" form.

1.1.2 The client shall provide the certification body with all necessary documents prior to the audit. This may include in particular

- Documentation of the management system
- Allocation matrix (standard clauses for documenting the company's management system)
- Organisation chart / organisational chart
- Visualization of processes and process relationships
- List of controled documents
- Lists of legal and regulatory requirements
- Other documents requested by the contractor

1.1.3 The audit within the company serves to verify the effectiveness of the implemented management system and its compliance with the certification program concerning the processes/services/products to be certified.. During the audit, the company demonstrates the practical application of its documented procedures. Non-conformities or unmet standard requirements, as well as deviations from the certification program must be documented in non-conformity reports, for which the company must plan and implement corrective measures.

1.1.4 At the end of the audit, the client is informed of the audit result in a final meeting. The result is later documented in an audit/evaluation report. Non-conformities are documented and may lead to a follow-up audit based on the results (i.e. on-site inspection) or to the submission of new documents. The certification body decides on the scope of the follow-up audit. In a follow-up audit, only the standard requirements that were not fulfilled in the original audit are checked.

If conformity with the standard cannot be demonstrated in the period between the end of the audit and the certification decision, certification must be refused.

1.1.5 "Certificates" means all declarations of conformity listed below, e.g. declarations of validity and attestations in the narrower sense of the word. "Certification" means all assessment, auditing, validation and certification procedures. The decision to grant, refuse, maintain, extend or limit the scope, renew, suspend or restore after suspension or withdraw the certification is made on the basis of these checks. The certificate(s) shall be issued by the Contractor after the positive evaluation of the documentation of the certification process. The certificates are sent to the client. The certificate is only issued if the contractor can close all non-conformities. The certificate is issued for the specified period.

1.1.6 In order to maintain the validity of the certificate, on-site surveillance audits must be carried out depending on the respective standard. If the surveillance process is not completed (including a positive assessment of continuation by the certification body), the certificate shall be withdrawn. In this case, all issued certificates must be returned to the certification body.

1.1.7 During a surveillance audit, at least the essential requirements of the standard and the criteria specified by each certification program are reviewed. In addition, the proper use of the certificate (and, if applicable, the certification mark), complaints about the management system, the process or the certified product/service and the effectiveness of corrective actions in connection with the non-conformities from the previous audits are assessed. The client receives a report after each surveillance audit.

1.1.8 In the case of surveillance and recertification audits or a specially scheduled audit, extensions/reductions of the geographical (e.g. additional sites) and technical (e.g. additional products) scope as well as additions to the proof of compliance with standards are possible. The number of audit days depends on the scope of the extension, which must be clearly defined and contractually agreed by the client prior to the audit of the company.

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

The Contractor accepts no responsibility for changes to the procedural requirements that are not submitted or are submitted incorrectly. Nor for any resulting consequences, in particular time gaps in certification, additional audits (special audits) or the invalidity of existing certificates.

1.1.10 Integrated management systems with different standards and verification requirements can be certified in a combined/integrated procedure. Depending on the verification requirements, these can also be offered individually.

1.1.11 Costs arising from additional audit time due to an unscheduled audit or follow-up audit or due to a review of corrective measures to rectify non-conformities from a previous audit shall be borne by the client and shall be invoiced on a time and material basis. This also applies to costs arising from an extraordinary audit announced at short notice in accordance with section 2.5.

1.1.12 Confidentiality

1.1.12.1 "Confidential Information" refers to all information, documents, images, drawings, know-how, data, samples, and project documents provided or otherwise transmitted by one party ("Disclosing Party") to the other party ("Receiving Party") in connection with the contractual relationship from the commencement of the agreement ("Confidential Information"). This also includes copies of such information in paper and electronic form. If disclosed in electronic, written, or other physical forms, Confidential Information must be identified as "confidential" or with a similar indication signifying its confidential nature. For Confidential Information disclosed verbally, prior notice to this effect must be given.

1.1.12.2 Confidential Information

1.1.12.2.1 May only be used by the Receiving Party to fulfill the contract unless there is a different explicit written agreement with the Disclosing Party;

1.1.12.2.2 Must be treated confidentially by the Receiving Party in the same way that they treat their own confidential information, though in no case with less care than is objectively required;

1.1.12.2.3 May not be disclosed or made accessible to third parties in any other form without the prior written consent of the Disclosing Party. For the purposes of this agreement, "third parties" do not include employees of the parties or affiliated companies under §§ 15 ff. AktG, subcontractors, and advisors of the parties, including their respective employees, who require the Confidential Information to fulfill the agreement.

1.1.12.3 Exceptions to Confidentiality Obligations.

The confidentiality obligation does not apply to such Confidential Information.

1.1.12.3.1 That was already publicly known at the time of disclosure or becomes publicly known without breaching this agreement, or

1.1.12.3.2 That was already in the possession of the Receiving Party before being disclosed by the Disclosing Party, or

1.1.12.3.3 That the Receiving Party independently developed without reference to the disclosure by the Disclosing Party, or

1.1.12.3.4 That must be disclosed due to judicial, administrative, accreditation-related, and/or legal regulations or orders, or

1.1.12.3.5 That must be disclosed in connection with an accreditation process or upon the request of regulatory authorities or accreditation bodies of TÜV Rheinland.

1.1.12.4 Ownership of Confidential Information

The Confidential Information remains the property of the respective Disclosing Party. The Receiving Party hereby agrees to, at any time upon the request of the Disclosing Party:

1.1.12.4.1 Return all Confidential Information, including all copies thereof, to the Disclosing Party, or

1.1.12.4.2 Destroy all Confidential Information, including all copies thereof, and confirm in writing to the Disclosing Party that such destruction has taken place.

1.1.12.5 Exceptions to the Obligation of Return or Destruction

The aforementioned obligation to return or destroy does not apply to Confidential Information:

1.1.12.5.1 That forms the basis for reports, certificates, and other performance results created in the course of providing services. TÜV Rheinland is entitled to retain copies for the purpose of proving proper contract execution and for documentation;

1.1.12.5.2 That is stored as part of routine data backups in usual archiving processes on backup servers or using generation principles; or

1.1.12.5.3 Where laws, regulations, orders, and/or provisions of a court, administrative or regulatory authority, or an accreditation body prevent such return or destruction.

1.2 Obligations of clients

1.2.1 The Client shall provide the Contractor with all necessary documents free of charge in good time before each audit.

TÜV Rheinland Cert GmbH

Registered office:
Am Grauen SteinFax
51105 Cologne
E-Mail:tuvcert@de.tuv.com

Phone: +49 221 806 0
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:
Tillystr. 2
90431 Nuremberg
E-mail: intercert@de.tuv.com

Phone: +49 800 888 2378
Fax: +49 800 888 3296

1.2.2 The Client shall, during the audit, provide the audit team or auditor appointed by the Contractor with access to information relevant to the scope, and shall grant the audit team or auditor access to documentation and records, the relevant equipment, site(s), area(s), personnel, and the Client's subcontractors, taking shift work into account.

1.2.3 The Client shall appoint one or more audit representatives to support the Contractor's auditor in the provision of the contractual services. These person(s) serve(s) as contact persons for the client.

1.2.4 After the certificate has been issued and during the term of the contract, the client must notify the contractor in particular of all changes that have a significant impact on the management system, the process or the certified product/service:

- Changes to the certified management system
- Changes that affect the design or specification of the certified product/process/service
- Changes to the company structure and organization. This also applies to the introduction or change of shift work.

The client is also obliged to provide notifications throughout the term of the contract:

- Any incident relating to the safety of products and services
- Violations of the statutory provisions identified by market surveillance and law enforcement authorities

1.2.5 The client is obliged to record all external complaints regarding the management system, e.g. from customers, and all complaints addressed to the client regarding the conformity of a certified product, process or service with the requirements of the certification standards. The client must take appropriate measures, document the measures taken and provide evidence of these to the contractor or the auditor during the audit upon request.

1.2.6 The client is obliged to submit correspondence and measures in connection with standardization documents and standard requirements relating to the applicable certification standards to the auditor on request.

1.2.7 If the Contractor determines during the product, process, service certification that further testing is required due to the changes mentioned in section 1.2.4, the Client may not release any products/processes/services after the changes come into effect if these fall within the scope of the product certification until the Contractor has informed the Client accordingly.

1.2.8 The client shall ensure that products, services or processes from ongoing production continue to meet the product requirements. If the product no longer meets the requirements of product certification, the client shall inform the contractor without undue delay.

1.2.9 The client undertakes to fulfil the certification requirements at all times, including the implementation of corresponding changes. The client also undertakes to operate the underlying management system, the process or the certified product/service 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 specific 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 accredited certification projects, the client agrees that the assessors of the accreditation body or the standard owner may review the client's documentation and participate in the audit as observers.

1.3.3 The client has the right to complain about the course or content of the auditing or certification process. .

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

1.4 Scope of the rights of use of certificates and certification marks

1.4.1 Once the agreed certification procedure has been completed with a positive result, the Client shall receive the certificate from the Contractor. The certificate shall be valid for the period specified in the contract or in the Contractor's certification conditions.

1.4.2 With the issue of the certificate in accordance with section 1.4.1, the client receives a one-off, non-transferable and non-exclusive right to use the certification mark in accordance with the conditions specified in sections 1.4.3 to 1.4.15 for the specified term of the certificate. This also applies if the client refers to its certification in communication media, e.g. documents, brochures or advertising material.

1.4.3 Authorization to use the certificate and certification mark issued by the Contractor applies only to the business areas of the Client specified in the scope of validity of the certificate or, in the case of process, service or product certification, to the products/processes/services. Use by business areas or for products/services/processes not named is strictly prohibited.

1.4.4 The certification mark for the certification of the management system, the process or the certified product/service may only be used 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 connection with 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 wishes to make a statement about the certified management system, the certified process or the certified product on the packaging or in accompanying information, this statement must at least include the following:

- The company name of the client or the brand and company name of the client
- The type of management system or management systems in the case of an integrated management system, e.g. quality, environment, and the applicable standard, e.g. ISO 9001:2015, ISO 14001:2015, certification program of the process or product/service.
- The company name of the contractor

Note: The definitions for product packaging and accompanying information in ISO 17021-1:2015, chapter 8.3.3 must be taken into account.

1.4.5 The client undertakes to use the certificate and the certification mark only in such a way that a statement corresponding to the certification is made about the client's company/department or the product/service/process concerned. The client must also ensure that the impression is not created that the certification is an official verification or that the system certification is equivalent to a product test.

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

1.4.7 The client is obliged to design its advertising and similar communications in such a way that it is clear whether the certification is a voluntary certification carried out on the basis of a private-law agreement or a legally required certification. The Client is prohibited from creating the impression through advertising measures that a voluntary certification constitutes an official act, or that the certificate issued is an official inspection seal.

1.4.8 The right of use shall expire if no valid certificate exists, in particular upon expiry of the certificate's term of validity or in the event of suspension or withdrawal of the certificate, or if the required surveillance audits are not carried out.

1.4.9 The client's right to use the certificate or certification mark expires with immediate effect, without the need for cancellation, if the client uses the certificate and/or certification mark in a manner that contravenes the provisions of sections 1.4.1 to 1.4.8 or is otherwise in breach of contract and the certificate is withdrawn as a result.

1.4.10 The client's right to use the certificate or certification mark shall end in due time in the event of effective ordinary termination, and with immediate effect in the event of justified extraordinary termination for good cause.

1.4.11 The right of use expires automatically if the maintenance of the certificate is prohibited by regulatory or judicial authorities.

1.4.12 Upon termination of the right of use, the client is obliged to return the certificate to the contractor.

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

1.4.14 Certification must not lead to the contractor being discredited.

1.4.15 The Client is not authorized to make statements about its certification that the Contractor could regard as misleading and unauthorized.

1.4.16 If it is foreseeable that the client will only temporarily fail to fulfil the certification requirements, certification may be suspended. During this time, the client may not advertise the certification. The status in the accessible directory is indicated as "suspended" in accordance with section 1.5.

1.4.17 If the reasons for the suspension are rectified within the agreed period, the certification will be reinstated. If the reasons for the suspension are not rectified within the agreed period, the certificate is withdrawn.

1.4.18 The client is obliged to keep a record of the use of the certificate in business transactions. It should be noted that the Contractor is obliged under the standards to monitor the proper use of the certificate by means of random checks. Information from third parties shall be checked by the Contractor.

1.4.19 The Client must inform the Contractor immediately if it discovers that a third party is misusing its certificate.

1.4.20 The client only passes on certification documents to others in full or as specified in the certification program.

1.5 List of certified companies

1.5.1 The Contractor is obliged to maintain a list of certificate holders containing the following information: Name of the certificate holder, applicable standard documents, scope of validity, geographical location (for multi-site certifications: geographical location of the head office and each site within the scope of validity), period of validity, validity status.

1.5.2 Suspended certifications according to section 1.4.16 and withdrawn certificates according to sections 1.4.9 and 1.4.17 are added to the list.

1.5.3 The Contractor is authorized to make the list referred to in section 1.5.1 available to the public on request in accordance with the rules of the certified standards.

2 General conditions for accredited certification

2.1 General conditions for accredited certification

The provisions listed here apply to accredited or authorized/recognized certifications in addition to the above General Certification Conditions, i.e. certifications based on national or international standards with accreditation, authorization or recognition. The terms "accreditation specifications", "accreditation requirements", "accreditation standards" and "accreditation procedures" apply accordingly to the specifications and procedures of the authorizing or recognizing organizations. For accredited certifications, the generally applicable international accreditation standards and, where applicable, implementation guidelines as well as the certification standard-specific accreditation standards and, where applicable, implementation guidelines as well as the certification standards and, where applicable, implementation guidelines and accreditation requirements of the respective accreditation body or authorizing/recognizing organization also apply

- Generally applicable international accreditation standards: e.g. ISO/IEC 17021, , ISO/IEC 17065, IAF Mandatory Documents (IAF MDs)
- Certification standards - specific accreditation standards: e.g. ISO 22003 for the food industry and ISO 27006 for information security.
- EN 9104-001, EN 9101 for the aerospace industry
- Certification standards such as ISO 9001, ISO 14001, IATF 16949, ISO 45001, SCC, ISO 50001, AZAV, Certified Quality in Gaming Halls - Youth Protection, Player Protection, Operational Management
- Accreditation requirements of the respective accreditation body
- Rules for the designation of technical services (Category C) of the Federal Motor Transport Authority Kraftfahrt-Bundesamt (KBA)
- CEN ISO/TS 23406 for the nuclear industry
- Rules of the authorizing/recognizing organizations

2.2 Certification audit

2.2.1 The certification audit for management systems is carried out in two stages. Stage 1 serves to obtain an overview of the management system and the status of implementation. Based on this information, stage 2 of the audit can then be planned and carried out, in which the implementation of and compliance with the management system is reviewed.

2.2.2 The stage 1 and stage 2 audits can only be carried out immediately one after the other in justified cases. However, if the stage 1 audit shows that certification readiness has not yet been achieved, the stage 2 audit cannot be carried out immediately afterwards. Instead, the client must first ensure readiness for certification. The additional costs incurred by the client and the contractor as a result, including travelling expenses, travelling time and loss of time, shall be borne by the client.

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

The duration of the initial certification (stage 1 and stage 2 audits including the certification decision) must not exceed 6 months for other standards. Thereafter, the initial certification must be repeated with stage 1 and stage 2.

The resulting additional costs incurred by the Client and the Contractor, including travelling expenses, travelling time and loss of time, shall be borne by the Client.

2.2.4 When determining the time period between the stage 1 and stage 2 audits, both the client's requirements and the time required to rectify weaknesses are taken into account. In general, the time focus 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 for major/minor nonconformities, including a special audit for major nonconformities, within 90 days after the last day of stage 2, the certification decision is negative and the client must restart with an initial certification audit (stage 1 and stage 2).

2.2.6 In the case of the certification of a product, process, or service, the evaluation plan can, depending on the characteristics of the certification program and the product requirements, either be general in nature and applicable to all activities—potentially including the evaluation of the quality management system—or specific to a particular activity, or a combination of both.

2.3 Surveillance audit

2.3.1 In order to maintain the validity of the certificate, at least annual on-site surveillance audits must be carried out. 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 must be scheduled for the due date based on the surveillance audit interval as specified below:

Monitoring interval	6 months	9 months	12 months
Number of audits per 3-year cycle	5	3	2
Allowed time	-1 month/ +1 month	-2 months/ +1 month	-3 months/ +1 month

2.4 Re-certification audit

2.4.1 In order to extend the certification for a further three years, a re-certification audit must be successfully completed before the expiry of the validity period.

2.4.2 This procedure is the same as for the certification audit, whereby the necessity and scope of the stage 1 audit is determined depending on the changes to the client's management system, the client's organization or the context in which the client's management system is operated.

2.4.3 If there are no standard-specific regulations, the validity of the certificate is extended by a further 3 years in the event of successful recertification. The recertification audit and the positive certification decision must be completed by the expiry date.

2.5 Audits announced or unannounced at short notice

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

- Serious complaints and other facts of which the certification body becomes aware if these complaints and facts call into question the effectiveness of the client's certified management system or the certified processes, products, services and cannot be clarified by correspondence or during the next regular audit (e.g. suspicion of criminal acts by the client or its employees).
- Changes in the client's organization that affect the capability of the management system so that the requirements of the certification standard are no longer met.
- As a result of the suspension of the client's certification.

2.6 Cross-site certification

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

2.6.2 Certifications for multiple locations are possible if at least the following conditions are met:

- The organization must have a single management system.
- The organization must specify its head office. The head office is part of the organization and must not be outsourced to an external organization.
- The head office must have the organizational authority to define, implement and maintain the single management system.
- The organization's single management system must be subject to a central management review.
- All sites must be subject to the organization's internal audit program.
- The head office shall ensure that data is collected and analyzed from all sites and shall be able to demonstrate that it has the authority and ability to initiate organizational change in this regard, including but not limited to: (i) system documentation and system changes, (ii) management review, (iii) complaints, (iv) corrective action assessment, (v) internal audit planning and evaluation of results, and (vi) legal and regulatory requirements relating to applicable standards).

2.6.3 In the case of certifications with several locations, the on-site audits of the locations can be divided between certification and surveillance audits. The head office must be audited annually in addition to the selected sites.

2.6.4 The Contractor shall select the sites to be inspected.

2.6.5 A contractual relationship exists only between the contractor and the client (head office), irrespective of the corporate status of the branch(es).

2.7 Blended audits / remote audits

2.7.1 Blended audit is a combination of physical on-site audit and virtual audit (remote audit). Remote audits can be carried out up to 100 %.

2.7.2 The Parties may agree to make reasonable use of remote auditing techniques during the audit, where permitted by the instructions of the accreditation bodies/standard setters/certification program owners.

2.7.3 The client must have a suitable information technology infrastructure and environment (e.g. Internet access).

2.7.4 For the remote test, the client must have all relevant documents available online/electronically.

2.7.5 Additional costs (e.g. testing time) incurred by the client due to technical problems (e.g. poor internet connection) shall be borne by the client.

2.7.6 Video and audio recordings are not permitted unless both parties have agreed to this in advance. Screen recordings, e.g. of audited documents or participant lists, are permitted to document the remote audit.

2.8 Transfer of certifications

TÜV Rheinland Cert GmbH

Registered office:
Am Grauen SteinFax
51105 Cologne
E-Mail:tuvcert@de.tuv.com

Phone: +49 221 806 0
: +49 221 806 2765

LGA InterCert Zertifizierungsgesellschaft mbH

Registered office:
Tillystr. 2
90431 Nuremberg
E-mail: intercert@de.tuv.com

Phone: +49 800 888 2378
Fax: +49 800 888 3296

2.8.1 Only certifications covered by an accreditation of an IAF or local MLA signatory, Level 3 and where necessary Level 4 and 5 levels, shall be eligible for transfer. Organizations holding certifications that are not covered by such accreditations shall be treated as new clients.

2.8.2 The certificate is transferred with the validity of the issuing certification body. Thereafter, all certification conditions described here apply. Special conditions for the transfer of certificates are described in the standard-specific conditions.

2.8.3 If the client cancels 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. The Contractor is authorized to provide the information required to transfer the certification to the certification body taking over.

3 Standard-specific conditions for accredited certification

The Contractor's additional conditions for certain accredited certifications are listed below. These apply in addition to the above certification conditions for each of the specific standards listed below.

3.1 Supplementary conditions for environmental management systems according to ISO 14001 and / or EMAS

3.1.1 These additional conditions apply to the certification of environmental management systems according to ISO 14001 and to the assessment and validation according to EMAS (Eco Management Auditing Scheme).

3.1.2 Additional conditions for the ISO 14001 level 1 audit:

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

- the client and its typical environmental aspects are known to the audit team from previous audits, or
- the client already has a management system certified to ISO 14001 or EMAS, or
- the environmental impact of the client's sites is predominantly classified as low or limited.
- In addition to the relevant system documents, the review of the documents must also include an overview of the environmental aspects and environmental requirements of the client (including environmental permits and authorizations).

3.1.3 In Germany, the Environmental Audit Act (UAG) including the UAG fee schedule and the EU Basic Regulation apply in particular to EMAS audits.

3.1.4 The Client is obliged to inform the Contractor immediately if a significant environmentally relevant incident or a violation of environmental regulations occurs in its company that requires official intervention. A significant, environmentally relevant incident in this sense is to be assumed in particular if the incident has led to criminal or administrative investigations. The contractor shall then decide whether an extraordinary audit is required at short notice (see 2.5). If it turns out that the environmental management system seriously violates the certification requirements, the contractor will take measures that may lead to the suspension or withdrawal of the certificate.

3.2 Supplementary conditions for the 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.

VDA 6.x - Certification requirements for VDA 6.1, VDA 6.2 and VDA 6.4

1.The client shall notify the certification body of any changes (see section 3.2)

2.The client cannot refuse a VDA QMC witness audit of the certification body

3. the client must not refuse the presence of a certification body internal witness auditor

4. the client must not refuse the presence of a VDA QMC representative (VDA QMC office) or their delegates (VDA QMC witness auditors)

5. the client shall authorise the certification body to provide the final report to VDA QMC

6. the only use of the VDA QMC logo is permitted on the certificate issued by the certification body. Any other use of the VDA QMC logo is prohibited.

7. The client may make copies of his VDA 6.x certificate with the VDA QMC logo for marketing and advertising purposes.

8. consultants to the client must not be physically present at the client's site or participate in the audit in any way

3.2.1.1 Notification of changes by a client. These include, for example, changes relating to:
a) legal status
b) commercial status (e.g. joint venture, subcontracting to other organisations)
c) ownership status (e.g. mergers and acquisitions)
d) organisation and management (e.g. key managerial, decision-making or technical staff)
e) contact address or location
f) scope of business or products/services under the certified management system
g) notification of customer special status (see section 8.0)
h) major changes to the management system and processes
i) description of the area of application for the QM system (QM scope) with information about extended sites

IATF 16949

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

IATF 16949 - Certification System for the Automotive Industry according to IATF 16949 Rules for Obtaining and Maintaining IATF Recognition, 6th Edition_2025 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).

The client shall provide the certification company with information on previous and/or existing certification to IATF 16949 before contract signature.

1. shall notify the certification body of any significant changes.
2. shall not refuse an IATF Witness audit by the certification organization.
3. shall not refuse an internal witness audit by the certification company.
4. shall not refuse the presence of IATF observers.
5. shall not refuse to make the audit report available to the IATF.
6. Note: about the IATF logo see 3.2.9 below
7. Quality management system related consultants to the client shall not be physically present at the client's site during an audit and shall not participate in the audit in any way either directly or indirectly. The client's failure to meet this contractual requirement shall result in audit termination by the certification body.
8. shall provide pre-audit planning information to the certification body as required by the certification body.
9. About Transfer activities see 3.2.7 below
   - another IATF-recognized certification body. See below 3.2.8
10. shall remove all references to IATF 16949 certification from all internal and external marketing channels—including, but not limited to, websites and printed and electronic media—when its certification is cancelled, withdrawn, or expired.
11. The certification body shall notify its clients within ten (10) calendar days of any changes in the certification body's ownership status or loss of IATF recognition..
12. The certification body, including all of its sponsored IATF 16949 auditors, shall comply with all relevant data protection laws for the respective client jurisdictions and provide sufficient transparency regarding the use of relevant personally identifiable information (PII).

Any violation of provisions 1) – 8) above shall be considered a material breach of contract and shall lead to appropriate actions by the certification body, including, but not limited to, audit termination, audit cancellation, contract cancellation, or cer-tification withdrawal.

A client's location shall not be included in a corporate scheme until it has been included in the legal contract between the certification body and the client.

3.2.3 Notification of the client of significant changes

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

- legal status
- ownership status (e.g., mergers, acquisitions, alliances, joint ventures, etc.)
- management structure (e.g., top management, key decision-making staff, etc.)
- contact address or location

- relocation of the manufacturing process(es) or support activities (see section 5.15)
- closure or relocation of a manufacturing site, extended manufacturing site, or a standalone
- scope of operations under the quality management system, including any new locations
- and/or support relationships to be covered in the certification scope outsourcing of quality management system processes to other organizations
- customer dissatisfaction scenarios that require certification body notification as described in IATF OEM customer-specific requirements (e.g., special status conditions, etc.)
- a signed contract with another IATF-recognized certification body (see section 7.1)

The contractor may need to conduct a special audit in response to the 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 re-sult in the issuance of a major nonconformity by the Contractor against ISO 9001 – IATF 16949 Requirement 4.2 – Understanding the needs and expectations of inter-ested 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 Management of non-conformity

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):

NC Management table

Submission of evidence	Major NC	Minor NC
The implemented containment actions and their effectiveness	(15) Calendar days for VDA6x. (20) calendar days	(60) calendar days
The implemented correction	(15) Calendar days for VDA6x. (20) calendar days	(60) calendar days
The root-cause analysis, including the methodology used, the results, and the consideration of the root cause's impact on other processes and products	(15) Calendar days for VDA6x. (20) calendar days	(60) calendar days
The systemic corrective action plan to eliminate the identified root cause(s) and the method(s) identified for verifying the effectiveness of the systemic corrective action(s)	(15) Calendar days for VDA6x. (20) calendar days	(60) calendar days
The implementation of the planned systemic corrective action(s) to eliminate the root cause(s)	(60) calendar days	(60) calendar days
The result of verification of the effectiveness for the implemented systemic corrective action(s).	(60) calendar days	(60) calendar days

If the information submitted for the fifteen (15) day response to a major nonconformity is rejected, the contractor shall request the client to resolve the reason(s) for the rejection and to provide an acceptable response to the nonconformity within a maximum of thirty (30) calendar days from the date of the audit closing meeting.
Where the information submitted for the sixty (60) day response to a major nonconformity (covering all items listed in IATF Rules section 5.11.1 e] – f]) or for a minor nonconformity (covering all items listed in IATF Rules section 5.11.2 a] – e]) is rejected, the certification body shall require the client to resolve the reason(s) for rejection and submit an acceptable nonconformity response within a maximum of ninety (90) calendar days from the audit closing meeting date.

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:

The client:

- provides evidence that containment is, and shall remain, in place until the systemic corrective actions are implemented and verified for effectiveness.
- provides a documented systemic corrective action plan which details the actions, timing, and responsibility for the implementation of the systemic corrective action(s).

The contractor:

- The justification for the one hundred percent (100%) resolved determination is recorded in the IATF NC CARA.
- Scheduled onsite follow-up audit based on the accepted action plan and but no less than ninety (90) calendar days before the next regular audit.

If a resolution cannot be achieved within the required NC table of Management stated above, the nonconformity response shall be rejected, and the final audit re-sult shall be failed. The certification decision shall be negative (see IATF rules sec-tion 5.12), and any existing certificate shall be immediately withdrawn.

When a nonconformity response is not received per the timing requirements in IATF Rules sections 5.11.1 and 5.11.2, the final audit result shall be failed, the certification decision shall be negative, and any existing certificate shall be immediately withdrawn.

3.2.5.1 Nonconformity Management (Additional Audit Time)

Nonconformances that have been verified based on off-site document review must be verified on-site at the next IATF audit in order for the nonconformances to be considered closed.
This means additional time for verification at the next regular IATF audit. IATF Rule 6 requires at least 30 minutes of additional audit time for each nonconformance.
The time per nonconformance can be increased by the contractor after evaluation and risk assessment. This additional time will be charged to the client in the order.

A special audit may also be carried out in the case of a minor deviation if the Lead Auditor decides that the non-conformances must be verified on site.

All NC Management activities (incl. Special Audits etc.) are fully chargeable to the client.

3.2.6 Special Audits

In case of Major:

- Special on-site audit required.
- A special on-site audit to verify the effective implementation of systemic corrective actions shall not be conducted until a member of the audit team has accepted the sixty (60) calendar day nonconformity response.

3.2.7 Transfer of the audit of certification body X to TÜV Rheinland (=Contrqactor)

The client has to notify the former certification body about the intent to transfer to

TÜV Rheinland. (= the Contractor).

The client shall notify the certification body of its intent to transfer once a legal contract is signed with a new certification body.

Note 1: This notification may allow the contract to be extended until all transfer activities are complete with the new certification body, which allows the IATF 16949 certificate to remain valid for a maximum of one-hundred-and-twenty (120) calendar days after the recertification audit due date (see section 10.0) or until the certificate expiration date, whichever comes first. In cases where a transfer occurs at a surveillance audit, the IATF 16949 certificate would be allowed to remain valid for a maximum of two-hundred-and-ten (210) calendar days after the surveillance audit due date.
Note 2: The certification body may have other valid reasons for cancelling the contract or withdrawing the client's certification before the transfer activities are completed.

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.

The client shall work with the certification body to resolve open issues related to its transfer to or from another IATF-recognized certification body

3.2.9 IATF Logo

The only use of the IATF logo is as displayed on the certificate or the letter of conformance issued by the Contractor. Any other use of the IATF logo by the client is prohibited.

Note: The client may duplicate the IATF 16949 certificate bearing the IATF logo for marketing and advertising purposes.

3.2.10 Multi-site contract

The Contractor shall have a legal contract (i.e., a legally enforceable agreement) with the client for the provision of IATF 16949 certification activities. Where there are multiple client locations included in the scope of certification, the certification body shall ensure that each client location is covered by a legal contract between the certification body and client.

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.

3.2.12 Surveillance audit

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:

Monitoring interval	12 months
Number of audits per 3-year cycle	2
Allowable time	-3 months / +3 months

Surveillance audits shall be scheduled from the last day of the stage 2 certification audit, the last day of a recertification audit, or the last day of a transfer audit in accordance with Table above. The last day of the surveillance audit shall not exceed the maximum allowable timing. The Contractor shall cancel the certificate, update the certification status in the IATF Database, and inform the client of the certificate cancellation within seven (7) calendar days of the maximum allowable surveillance audit timing being exceeded.

Note! The only exception to this requirement is when the client is in the transfer process.

3.3 Supplementary conditions for ISO 22000 / FSSC 22000

3.3.1 These additional conditions apply to

- ISO 22000:2018 - Food safety management systems - Requirements for every organization in the food chain

For all FSSC 22000 audits until 30.04.2027:

- FSSC 22000 Food v6 (ISO 22000:2018 + ISO / TS 22002-1:2009)
- ISO / TS 22002-1:2009 - Prerequisite programs on food safety - Part 1: Food manufacturing
- FSSC 22000 Packaging v6 (ISO 22000:2018 + ISO / TS 22002-4:2013)
- ISO / TS 22002-4:2013 – Prerequisite programs on food safety - Part 4: Food packaging manufacturing

For all FSSC 22000 audits from 01.05.2027 on:

- FSSC 22000 v7 for categories B, C and/or K (ISO 22000:2018, ISO 22002-100:2025, ISO 22002-1:2025, FSSC 22000 additional requirements)
- ISO 22002-100:2025 - Prerequisite programmes on food safety — Part 100: Requirements for the food, feed and packaging supply chain
- ISO 22002-1:2025 - Prerequisite programmes on food safety — Part 1: Food manufacturing
- FSSC 22000 v7 for category I (ISO 22000:2018, ISO 22002-100:2025, ISO 22002-4:2025, FSSC 22000 additional requirements)
- ISO 22002-4:2025 - Prerequisite programmes on food safety — Part 4: Food packaging manufacturing

3.3.2 The basis for the entire audit and certification process, including the use of the logo, are the requirements of the applicable standards and additional documents of the FSSC 22000 Foundation, e.g. FSSC 22000 Scheme v6 / v7, Part 2 (www.fssc.com).

3.3.3 The standards ISO/TS 22002-1, ISO/TS 22002-4, ISO 22002-100, ISO 22002-1 and/or ISO 22002-4 may only be audited in combination with ISO 22000.

3.3.4 The Contractor is responsible for informing the Client in writing, at least by e-mail, of relevant changes introduced by the Scheme Owner that may affect the certification process or the Client's certification. Such changes may include, but are not limited to, the publication or implementation of a new or revised version of the applicable certification scheme/standard, changes to normative documents, certification requirements or other binding Scheme Owner requirements.

3.3.5 Multi-site sampling for ISO 22000 is only possible at a number of 25 sites in the areas of animal breeding, plant breeding, catering, distribution and/or transport/storage.

3.3.6 The Contractor is irrevocably authorized by the Client to transmit the following information to the Foundation FSSC, Leonardo da Vinciplein 60, 5223 DR,´s-Hertogenbosch, The Netherlands:

- the order for auditing in accordance with the FSSC 22000 standard,
- the detailed results relating to the order, the audit and the certification process in accordance with the FSSC 22000 standard, regardless of the success or failure of the audit procedure. This information is stored by the FSSC 22000 Foundation in its online database (Assurance Platform) and on the FSSC 22000 homepage (www.fssc.com),
- Information corresponding to the serious events received from the client.

3.3.7 Information gathered by the contractor during the certification process are treated confidentially. However, the client authorizes the contractor to share information relating to the certification and auditing process to the FSSC 22000 Foundation, Accreditation Body, the Global ACI, the GFSI and governmental authorities if required.

3.3.8 The client agrees to grant the Foundation FSSC and the accreditation body as well as their respective representatives and employees unrestricted access to all necessary information and to grant them the right to do so,

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- the performance of inspections or witness audits,
- Pass on information about the certified company to the FSSC 22000 Foundation and, if necessary, to government bodies,
- to inspect and review all written and electronic business documents,
- to request the required information.

If critical non-conformities are identified, the FSSC 22000 Foundation can impose sanctions on the client, which can lead to the withdrawal of the certificate.

3.3.9 At least one unannounced FSSC 22000 audit must be conducted after the initial/recertification audit and within 3 years thereafter. The client may voluntarily choose to replace all surveillance and recertification audits with unannounced annual audits. The client must inform the contractor in writing of the blackout days for the unannounced surveillance audit within 2 weeks of completion of stage 2. Blackout days are days on which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance work in production, etc.). The company has 10 days per calendar year at its disposal. Initial certifications are announced.

3.3.10 If the client refuses to participate in the unannounced FSSC 22000 audit, the certificate shall be suspended immediately and if the client does not expressly give the contractor the opportunity to carry out the unannounced audit within six months of the audit date, the certificate shall be consecutively withdrawn.

3.3.11 If the auditor is not granted access to the client's company to be audited, the client shall be liable for all costs incurred by the contractor, in particular for the reimbursement of travelling time, travelling expenses and the planning of the audit.

3.3.12 The Client must report to the Contractor within 3 working days in written form (foodschemes@tuv.com):

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

Where the integrity of the certification is at risk and/or where the FSSC 22000 Foundation can be brought into disrepute. These include, but are not limited to:

- actions imposed by regulatory authorities as a result of a food safety issue(s), where additional monitoring or forced shutdown of production is required;
- any legal proceedings, prosecutions, malpractice and negligence relating to product safety or compliance with product regulations,
- fraudulent activities and corruption;
- the customer discovers that his product harbors health risks or that legal regulations are not complied with,
- public food safety events related to the client (such as public recalls, withdrawals, calamities, food safety outbreaks etc.),
- extraordinary events that pose a threat to food safety or certification integrity as a result of Force majeure, natural or man-made disasters such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking.

b) The following changes:

- any significant changes that affect compliance with the requirements of the program. Contact the contractor if you have any doubts about the significance of a change,
- changes to the name of the organization, contact address and location details,
- changes in the organization (e.g. legal, commercial, organizational status or ownership) and in management (e.g. key executives, decision-makers or technical staff),
- major changes to the food safety management system, the area of activity and the product categories covered by the certified management system (e.g. new products, new processing lines, etc.),
- any other change that renders the information on the certificate incorrect.

3.3.13 The Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or verification activities. These activities may have an impact on the certified status of the client.

3.3.14 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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.

3.3.15 The client is the owner of the audit report and the certificate holder. Ownership of the certificate and the audit report content is held by the contractor.

3.3.16 At the Client's request, the Contractor shall actively enable the Client to access the associated organizational profile, audit and certification data registered in the Assurance Platform using the available functions.

3.3.17 The Parties may agree to conduct remote audits instead of on-site audits, if permitted by the instructions of the accreditation bodies/standard setters/certification program owners.

3.3.18 The client allows the Contractor and Foundation FSSC to share information regarding their certification status with external parties.

3.3.19 It is not permitted to use the FSMS (food safety management system) certification mark and/or any statement, that the client has a certified FSMS, on the product nor the product packaging (primary packaging (which contains the product) and any outer or secondary packaging).

3.5.20 The client has the right to appeal against the certification decision of the certification body. Such an appeal must be submitted in writing to the certification body within 7 calendar days of receipt of the certification decision. In the event of an unsuccessful appeal, the certification body has the right to charge the costs for the implementation of the appeal

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

3.4.1 These additional conditions apply to product certification in accordance with internationally recognized standards for

- IFS Food v8 - Standard for auditing product and process conformity with regard to food safety and quality
- IFS Logistics v3 - Standard for auditing logistics services in relation to product safety and quality
- IFS Broker v3.2 - Standard for auditing Trade Agencies', importers' and Brokers' service compliance in relation to product quality and safety

3.4.2 The Contractor is responsible for informing the Client in writing, at least by e-mail, of relevant changes introduced by the Scheme Owner that may affect the certification process or the Client's certification. Such changes may include, but are not limited to, the publication or implementation of a new or revised version of the applicable standard, changes to normative documents, certification requirements or other binding Scheme Owner requirements

3.4.3 The basis for the entire assessment and certification process, including the use of the logo, are the requirements of the applicable standards and supplementary documents of IFS Management GmbH, e.g. IFS guidelines / doctrine.

3.4.4 Assessments can only be scheduled once the examination of readiness for certification has been successfully completed and any differences between the opinions of the Contractor and the Client have been resolved.

3.4.5 The company shall submit the completed action plan, including proof of corrections, to the auditor within a maximum of 4 weeks after the last audit date.

3.4.6 Multi-site certifications at several locations are not carried out, except for IFS Logistics.

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

3.4.8 Information gathered by the contractor during the certification process are treated confidentially. However, the client authorizes the contractor to share information relating to the certification and auditing process to the IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin, Accreditation Body, the Global ACI, the GFSI and governmental authorities if required.

3.4.9 The Contractor is irrevocably authorized by the Client to transmit the following information ("Data") to IFS Management GmbH, Am Weidendamm 1A, 10117 Berlin. The following data will be stored in the IFS Database at IFS Management GmbH in line with the General Data Protection Regulation:

- The order for auditing in accordance with the IFS standard.
- The detailed results in relation to the order, assessment and certification according to the IFS standard, regardless of success or failure in the assessment process.
- Names, contact details, positions within the company.
  This is done in conjunction with auditing against an IFS standard of the client. The data is included in the audit report that IFS Management GmbH receives from the client, the auditor or the certification body. The data can also be displayed in the login area of the IFS Management GmbH website at https://ifs-web-prod.ifs-certification.com/en/. The data can be viewed there by retailers who have registered to use the login area.
- Information corresponding to the serious events received from the client.

3.4.10 The client is free to decide whether or not failed certifications and the detailed results of passed and failed certifications may be made available to the food retail trade by IFS Management GmbH via the online database.

3.4.11 The client agrees to grant the accreditation body and IFS Management GmbH and their respective representatives and employees unrestricted access to all necessary information within the scope of the "IFS Integrity Program" and to grant them the right to do so:

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- the performance of inspections,
- to inspect and review all written and electronic business documents,
- to request the necessary information and
- carry out unannounced audits.

If serious violations are detected, IFS Management GmbH may impose sanctions on the client, which may lead to the withdrawal of the certificate.

3.4.12 At least one unannounced IFS Food Assessment / IFS Logistics Audit must be carried out within 3 years. In the event of non-participation, the certification shall not be continued and the client shall bear the costs incurred. The client shall inform the contractor in writing of the 10 days / year on which the unannounced audit cannot be carried out (e.g. company holidays). Further information (e.g. audit protocol for unannounced audits) can be found on the standard setter's homepage (www.ifs-certification.com).

3.4.13 The Client must notify the Contractor in written form (foodschemes@tuv.com) of the following:

a) Serious events within 3 working days. Serious events in this sense include in particular:

- any legal action relating to product safety or compliance with product regulations, (e.g any product recall and/or withdrawal decided by authorities for food safety and/or food fraud reasons, any visit from authorities which results in mandatory action because the product presents a food safety hazard).
- the client discovers that his product harbors health risks or that legal regulations are not complied with,
- legal proceedings, prosecutions and their outcomes in relation to food safety or legality,
- public food safety events related to the client (such as public recalls, disasters, etc.),
- extraordinary events that pose a major threat to food safety or certification, such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking or other natural or man-made disasters,

b) Relevant changes, including::

- any significant changes that affect compliance with the requirements of the standard. Contact the contractor if you have any doubts about the significance of a change, (e.g. product recall/withdrawal caused by the logistics company in case the logistics company is the owner of the product or is responsible for the initiation of the procedure, changes in organisation and management, important modifications to the food / logistics service(s)
- changes to the name of the organization, contact address and location details,
- changes in the organization (e.g. legal, commercial, organizational status or ownership) and in management (e.g. key executives, decision-makers or technical staff),
- major changes to the food safety management system, the area of activity and the product categories covered by the certified management system (e.g. new products, new processing lines, etc.),
- significant staff changes or prolonged shutdowns (e.g. considerable staff losses or the loss of key product safety roles).
- any other change that renders the information on the certificate incorrect.

3.4.14 The Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or verification activities. These activities may have an impact on the certified status of the client.

3.4.15 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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.

3.4.16 The Parties may agree to conduct an IFS Broker remote audit instead of an on-site audit, provided this is permitted by the instructions of the accreditation bodies/standard setters/certification program owners. The following conditions apply

- the client is actively IFS Broker certified,
- the client has the appropriate IT infrastructure and environment (e.g. Internet access),
- the client has all relevant documents and records available online or has a document scanner or similar to be able to digitize further documents or records if necessary.

3.4.17 The client is the owner of the audit report and the certificate holder. Ownership of the certificate and the audit report content is held by the contractor.

3.4.18 The client has the right to appeal against the certification decision of the certification body. Such an appeal must be submitted in writing to the certification body within 7 calendar days of receipt of the certification decision. In the event of an unsuccessful appeal, the certification body has the right to charge the costs for the implementation of the appeal.

3.5 Supplementary conditions for product certification according to BRC Global Standard Food Safety / BRCGS Packaging Materials

3.5.1 These additional conditions apply to product certification in accordance with the internationally recognized BRCGS standards:

- BRC Global Standard Food Safety v9,
- BRCGS Packaging Materials v6 for all audits until 27. April 2025,
- BRC Global Standard Packaging Materials v7 for all audits from 28. April 2025 on.

3.5.2 The Contractor is responsible for informing the Client in writing, at least by e-mail, of relevant changes introduced by the Scheme Owner that may affect the certification process or the Client's certification. Such changes may include, but are not

limited to, the publication or implementation of a new or revised version of the applicable standard, changes to normative documents, certification requirements or other binding Scheme Owner requirements.

3.5.3 The basis for the entire audit and certification process, including the use of the logo, are the requirements of the applicable standards. This also includes any "voluntary modules" commissioned by the client. Further information can be found on the homepage of the standard owner (www.brcgs.com).

3.5.4 Audit planning can only take place once the certification readiness review has been successfully completed and any differences between the opinions of the Contractor and the Client have been resolved.

3.5.5 Group certifications at several locations are not carried out.

3.5.6 In the event of suspension or revocation of the certificate, the client must immediately inform its customers of the circumstances that led to the suspension or revocation of the certificate. Customers shall be informed of the corrective measures taken to regain certification status.

3.5.7 The Contractor is irrevocably authorized by the Client to transmit the following information to "BRCGS":

- the order for testing in accordance with the BRCGS,
- the detailed results relating to the assignment, the audit and the BRCGS certification, regardless of the success or failure in the audit process. (e.g. copy of the audit report, certificates and other documents related to the audit),
- Information corresponding to the serious events received from the client.

"BRCGS" may make audit reports and certificates available to the client's customers. The release can be removed from the website at any time via BRCGS Directory by the client.

3.5.8 Information gathered by the contractor during the certification process are treated confidentially. However, the client authorizes the contractor to share information relating to the certification and auditing process to the "BRCGS", Accreditation Body, the Global ACI, the GFSI and governmental authorities if required.

3.5.9 The client agrees to grant "BRCGS" and the accreditation body and their respective agents and employees unrestricted access to all necessary information and to grant them the right to

- to enter the property, the business, the operating and storage premises and the means of transport during business or operating hours,
- to carry out audits,
- to inspect and review all written and electronic business documents,
- to request the necessary information and
- carry out unannounced audits.

If serious violations are detected, "BRCGS" may impose sanctions on the client, which may lead to the withdrawal of the certificate. This provision also applies to other standard owners that are taken into account as part of the "Voluntary Modules".

3.5.10 The Client must notify the Contractor in written form (foodschemes@tuv.com) of the following:

a) Serious events within 3 working days. Serious events in this sense include in particular:

- any legal action relating to product safety or compliance with product regulations, (e.g product recalls, food safety-related product withdrawals, any significant public food safety incidents, or any significant regulatory food safety non-conformities)
- that its product harbors health risks or that legal regulations are not complied with,
- Legal proceedings, prosecutions and their outcomes in relation to food safety or legality,
- public food safety events related to the client (such as public recalls, disasters, etc.),
- exceptional events that pose a major threat to food safety or certification, such as war, strikes, riots, political instability, geopolitical tensions, terrorism, crime, pandemics, floods, earthquakes, malicious computer hacking or other natural or man-made disasters.

b) Relevant changes, including::

- any significant changes that affect compliance with the requirements of the standard. Contact the contractor if you have any doubts about the significance of a change,
- changes to the name of the organization, contact address and location details,
- changes in the organization (e.g. legal, commercial, organizational status or ownership) and in management (e.g. key executives, decision-makers or technical staff),
- major changes to the food safety management system, the area of activity and the product categories covered by the certified management system (e.g. new products, new processing lines, etc.),
- significant staff changes or prolonged shutdowns (e.g. considerable staff losses or the loss of key product safety roles).
- any other change that renders the information on the certificate incorrect.

3.5.11 For its part, the Contractor shall take appropriate steps to assess the situation and, if necessary, take appropriate measures or review activities. These activities may have an impact on the certified status of the client.

3.5.12 Costs incurred as a result of additional work (e.g. review of corrections and corrective measures) due to a serious event shall be borne by the client and shall 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.

3.5.13 At least one unannounced BRCGS Global Standard audit must be conducted within 3 years under the following conditions

- the client must inform the contractor in writing within 6 months of the last audit of the Blackout days for the unannounced surveillance audit. Blackout days are the days on which no unannounced audit can be carried out (e.g. company holidays, extensive maintenance work in production, etc.). The company has 10 days per calendar year for this (companies with a 6-month audit plan (e.g. companies that are certified according to the Food Standard with grades C or D) can name 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.

3.5.14 The contracting parties may agree to carry out a blended audit. A blended audit is an audit consisting of a remote assessment and an on-site audit. The following conditions apply (see also 2.7):

- the client is actively certified according to one of the internationally recognized BRCGS standards (see 3.5.1),
- applies to recertification audits and not to the first BRCGS audit,
- All relevant documents are available to the client online for remote assessment.

3.5.15 The client is the owner of the audit report and the certificate holder. Ownership of the certificate and the audit report content is held by the contractor.

3.5.16 The client has the right to appeal against the certification decision of the certification body. Such an appeal must be submitted in writing to the certification body within 7 calendar days of receipt of the certification decision. In the event of an unsuccessful appeal, the certification body has the right to charge the costs for the implementation of the appeal.

3.6 Supplementary conditions for the aerospace industry EN/AS 9100

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

3.6.2 The Contractor is authorized to grant member companies of the Deutsche Akkreditierungsstelle GmbH (DAkkS), the aviation authorities and the BDLI (Bundesverband der Deutschen Luft- und Raumfahrtindustrie e.V.) rights to information to the extent necessary to verify the correct application of the criteria and methods for the issue of certificates in accordance with the EN 9100 series. This includes the provision of information and documentation on the accreditation of the certification body by DAkkS (formerly DGA and TGA). Organizations must agree to allow accreditation bodies, OP assessors, client representatives and regulatory authorities to accompany a certification body audit as part of witness surveillance or evaluation of the effectiveness of the certification body's audit process.

3.6.3 The Client shall allow the Supplier to register Level 1 data (i.e. information on issued certificates for AQMS standards ("AQMS" = Aerospace Quality Management System) - public domain) and Level 2 data (e.g. information on and results of audits, assessments, non-conformities, corrective actions, inspections and suspensions - private domain) in the OASIS database ("OASIS" = Online Aerospace Supplier Information System). The client must grant its customers from the aerospace and defense industry and public authorities access to the level 2 data contained in the OASIS database on request, unless there are legitimate reasons for not doing so (e.g. competition, confidentiality, conflicts of interest).

3.6.4 The Client must appoint an employee to register as an OASIS database administrator for the Organization in the OASIS database.

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

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

3.6.7 The client is obliged to make copies of the audit report and the associated documents and records available to its clients and potential clients on request, unless there are legitimate reasons for not doing so (e.g. competition, confidentiality, conflicts of interest).

3.6.8 A certificate shall only be issued if all non-conformities have been corrected by root cause analysis and the corrective actions have been accepted and verified by the certification body.

3.6.9 According to EN 9101, corrective actions for nonconformities - depending on the classification - shall be submitted by the organization to the audit team leader within 30 days of identification of the nonconformities. The certification body shall initiate the procedure for suspension of certification if an organization is unable to demonstrate that conformity with the relevant standard has been restored within 60 days of the issue of a non-conformity report (NCR). If AQMS-certified organizations lose their certification to the AQMS standard, they must inform their aerospace and defense clients immediately.

3.6.10 Classified information/export control requirements: Before commissioning and conducting audits, the client must inform the certification body about classified information or export control requirements so that these aspects can be included in the

contract and audit planning. In the event that there are access restrictions for auditors and, if applicable, witnesses / OP assessors in certain areas during the audit, the client and certification body must clarify how access to these areas can take place during the audit, as only areas / processes that have been audited accordingly can be included in the scope of the certificate. Exclusions of processes are only permitted in accordance with the requirements of the standard.

3.7 Supplementary conditions for ISO 45001 and SCC/SCP

3.7.1 These additional conditions apply to the certification of health and safety management systems to internationally recognized standards for

- ISO 45001
- and management systems in the areas of safety, health and environmental protection in accordance with
- SCC (contractor/manufacturing industry) and
- SCP (personnel service provider).

3.7.2 For initial certification to ISO 45001, the level 1 audit must be carried out on site.

3.7.3 For SCC certification, the client undertakes to grant the auditors access to the respective construction sites. A corresponding construction site list must be submitted to the audit team leader at least three weeks before the audit.

3.7.4 For SCP certification, the hirer undertakes to grant access to relevant construction sites or projects. If the hirer refuses access to the company, construction sites or projects, the temporary employment agency must send suitable temporary workers for the audit to the head office or the relevant branch of the customer so that the auditor can interview these persons.

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

3.7.6 The Client is obliged to inform the Contractor immediately if a serious health and safety incident or a breach of statutory obligations has occurred in its company that requires official intervention. A serious, 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 employer then decides whether or not a short-term, extraordinary audit is necessary (see 2.5). If it transpires that the occupational health and safety management system is in serious breach of the certification requirements, the contractor shall take measures that may lead to the suspension or withdrawal of the certificate. A serious breach is deemed to have occurred, for example, in the event of an accident at work with a fatal outcome.

3.8 Supplementary conditions for other TÜV Rheinland companies

For management system certifications where accreditation is carried out by other TÜV Rheinland companies (e.g. SA 8000, IRIS), additional standard-specific certification conditions apply.

3.9 ISMS additional conditions according to ISO/IEC 27001

For ISM systems according to ISO/IEC 27001, the following requirements apply in addition to the requirements from section 2.6 regarding multi-site certifications:

3.9.1 Multi-site certifications can be applied to organizations with multiple similar sites if an ISM system is implemented that covers the requirements for all sites.

A certificate - including a list of locations - can be issued for an organization under the following conditions:

a) All sites have the same ISM system, which is centrally managed and monitored and is subject to internal audits and management reviews,

b) all sites are included in the company's internal audit program and management review,

(c) the initial contract review ensures that the different locations are adequately taken into account in the selection of the sample.

d) A representative number of sites will be selected by the contractor taking into account the following aspects:

- Results of the internal audits for the head office and the locations
- Results of the management review
- Different sizes of locations
- Different business purpose of the websites
- Complexity of the ISMS
- Complexity of the information systems at the various locations
- Differences in the way we work
- Differences in current activities
- Possible interaction with critical information systems or processing of sensitive data
- Different legal requirements

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

f) Prior to certification, all locations where significant risks exist must be audited.

g) The surveillance audit program is designed in such a way that all sites are audited within a reasonable time frame.

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

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

If the organization has records of the management system that cannot be made available to the audit team for inspection because they contain confidential or sensitive information, TÜV Rheinland must be informed, stating the reasons for this.

A decision is made as to whether the management system can be adequately audited in the absence of this confidential information. Alternatively, if it is concluded that it is not possible to adequately audit the management system without reviewing the identified confidential or sensitive records, an intermediary acceptable to both parties may review and confirm the information, or the audit may not take place.

3.11 Supplementary conditions for the certification of energy management systems in accordance with ISO 50001

3.11.1 The certifications must fulfil the requirements of the valid international accreditation standard ISO 50003.

3.11.2 For certifications with several locations, the conditions stated in section 2.6 apply. Locations without employees are not counted as additional locations when determining the audit time, but must be appropriately considered / audited in the overall audit cycle (3 years).

3.11.3 In justified exceptional cases (micro-enterprises, sufficient current knowledge of the certification body through ISO 14001 audits, EMAS validations, GHG verification), stage 1 and stage 2 of the audit can be carried out immediately one after the other, but only if the risks of an audit cancellation have been clearly explained to the client. The decision lies with the contractor.

3.12 Supplementary / deviating conditions for the authorization of bodies and measures in accordance with AZAV on the basis of ISO/IEC 17065 in conjunction with ISO/IEC 17021

3.12.1 The competent body for the approval of providers and measures in accordance with SGB III/AZAV of TÜV Rheinland Cert GmbH (hereinafter referred to as FKS) offers its services to all providers of labor market services in accordance with SGB III / AZAV. This enables the providers to demonstrate fulfilment of the requirements specified therein by a neutral certification body.

The supplementary conditions apply to:

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

3.12.2 The binding legal basis for the authorization of providers and measures are the provisions of SGB III (Social Code, Third Book) and AZAV (Accreditation and Authorization Ordinance 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 latest technical recommendations and recommendations of the Advisory Board pursuant to Section 182 SGB III apply, insofar as they do not contradict statutory regulations.

Other applicable standards can be, for example, ISO 9001 or similar standards.

3.12.3 The certification and monitoring procedures are based on the processes of the respective standard. Approval of the organization is granted for a period of 5 years. Approval of measures is regularly granted for 3 years. Surveillance audits are carried out at annual intervals.

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

The due date for the first surveillance audit after initial authorization is determined by the date of the last day of the initial certification audit (due date). The first surveillance audit must take place within 365 days after the date of the authorization decision, or within 365 days after the due date pursuant to Section 191 BGB regarding the calculation of time periods.

After expiry of the authorizations (provider authorization after 5 years, measure authorization after 3 years), a new authorization is required. Recertification or extension of the certificates or authorizations is not possible.

3.12.4 The institution must submit a formal application to the FKS for authorization as an institution. When submitting the application, the institution is obliged to provide truthful information and to provide the relevant evidence in digital form:

- Type and scope of the system to be certified
- Type and scope of the marketing authorization applied for (departments 1 to 6)
- The legal status
- Existing certifications, licenses and, if applicable, special authorizations
- the status of business licenses, previous convictions, investigation proceedings and other necessary information on the applicant's reliability
- the financial and technical capacity of the organization and the suitability of its infrastructure
- the suitability of the organizational and personnel structure as well as the processes for the department(s) applied for

- the current range of labor market service measures
- contractual agreements with the participants

3.12.5 In the application, the institution must make binding declarations regarding

- compliance with reporting obligations to the FKS, in particular in the event of changes to or cancellation of certification requirements
- granting access to the affected organizational units within its company to authorized groups of people (e.g. FKS, DAkkS) as part of audit procedures and processes.

3.12.6 After reviewing the application, the FKS informs the institution of the result, requests any necessary improvements and names other bodies, persons and time periods involved in the certification procedure.

3.12.7 If improvements are required, the admission procedure can be suspended once for a maximum of three months in accordance with Section 181 (4) SGB III to improve unfulfilled criteria or admission can be definitively refused.

3.12.8The following regulations apply to the certification of associations in accordance with AZAV, in deviation from the general certification conditions:

An organization that is an independent legal entity is also considered independent within the meaning of AZAV.

An association of several legally independent organizations cannot apply for joint authorization. Each sponsor, whether a legal entity or a natural person, must apply to the FCS for approval for its organization.

Network certifications can therefore only be applied to organizations with legally dependent locations and/or organizations with branches that only have branch office functions.

This also includes outsourced training locations/training facilities (e.g. underground rooms, workshops, practice areas, etc.), administrative or other locations where the service is provided or managed.

3.12.9 The FCS must be notified of any changes to the sponsor license. This applies in particular to changes in connection with the legal, economic, organizational status or ownership structure of the institution, the organization, management and responsible persons, in connection with the approved specialist areas, resources and locations as well as in connection with other matters (e.g. initiation of official investigation proceedings) that have an impact on the institution's compliance with the requirements for approval.

In addition, all matters or circumstances that may affect the institution's ability to fulfil the certification requirements must be reported. The final assessment of whether or not the institution's ability to fulfil the certification requirements is affected is the responsibility of the FKS.

The changes must be reported to the FKS immediately before the occurrence of the event, but at the latest within 2 weeks of the occurrence of the reportable event.

3.12.10 If violations of the reporting obligation are detected, the FKS may take appropriate measures, which may range from a three-month suspension to the withdrawal of the license. The FKS reserves the right to take further legal action.

3.12.11 As a rule, a formal application must be submitted to the FKS 3 months before the planned start date for the approval of continuing vocational training or activation and vocational integration measures. Measures in accordance with §§ 179 and 180 SGB III can only be applied for by providers who are approved in accordance with § 176 Para. 2 SGB III.

Exceptions: The application for provider approval and measure approval may be submitted simultaneously. However, provider approval must be in place first before measure approvals can be granted.

The application documents specified by the competent body must be used for approval.

In this application, the institution must provide at least the following information or submit the following documents:

- Number, type, economic sector and objective of the measure(s) applied for, broken down into the specialized areas of FbW and AVGS and § 16k SGB III
- Measure notification list(s), brief description(s) of the measure(s), measure concept(s), needs analysis(s)
- Objective, target group, suitability assessment, absence management, monitoring the success of completed measures, placement activities
- Duration, form of delivery, schedule and costs of the measure(s) applied for
- Location and type of infrastructure of the sites intended for realization
- Qualifications, expertise and professional experience of the teaching staff deployed as well as their actual deployment and time commitment
- Documents with participants (training contract, internship contract, data protection, certificates of participation, certificates)
- Type and scope of any authorizations required for implementation
- Securing financing for federal or state regulations
- Authorizations already granted or application procedures already carried out, as well as their results
- all other evidence and documents required by the FKS.

Certificates or recognition from other independent bodies are recognized in full or in part in a procedure corresponding to the approval procedure in accordance with AZAV. They must be notified to the certification body prior to the initiation of the procedure and proven by means of suitable documentation.

Organizations that are approved by another competent body cannot apply for measures from FKS TÜV Rheinland Cert GmbH.

Providers that change to another competent body as part of a transfer of the provider approval in accordance with IAF MD 2 can generally have their approved measures monitored by the competent body of TÜV Rheinland Cert GmbH that approved the measure until the end of the respective validity period in accordance with Section 181 (5) sentence 2 SGB III in conjunction with Section 177 (3) sentence 3 SGB III.

3.12.12 The procedure for authorization of the measure begins with the written application assessment (conformity assessment) by the FKS. The organization receives notification of the result of the assessment, any comments/supplements, the auditor responsible and the random sample specified for reference selection. The procedure must be completed no later than 3 months after acceptance of the application. In justified cases, a one-off extension of the deadline can be applied for.

3.12.13 Approvals of measures are generally carried out in the form of document checks (off-site). This can take place following the sponsor approval or at any other time within a valid sponsor approval.

3.12.14 When measures are approved for the first time or when measures are approved from a specialist or economic sector that has not previously been relevant for the sponsor, an on-site inspection (e.g. facilities, special equipment, etc.) may also be required as part of the approval of measures. The same applies from a certain ratio of new approvals to the number of previously approved measures.

3.12.15 Upon authorization, the sponsor may request that all measures applied for be checked or that the random sampling procedure be applied by the FKS.

The random sample check (reference selection) can only be used for activation and vocational integration measures and for continuing vocational training measures, and only if these are within the Federal Employment Agency's specified average cost rate (BDKS).

The sample size depends on:

- Type and number of measures
- Economic sector or objective of the measure
- Form of delivery
- Duration of measure
- with or without a part of the program with an employer (AVGS only)

The specifications for sampling and the conditions to be observed for the sampling inspection are regulated in the respective valid recommendations of the Advisory Board of the Federal Employment Agency.

When authorizing measures via a reference selection, the authorization requirements must actually be met for all measures included in the reference selection and subsequently checked; subsequent improvements are not permitted here. If a measure does not fulfil the approval requirements, a new random sample is determined. If this also does not fulfil the requirements, approval of all measures applied for under this simplified procedure is excluded.

3.12.16 Measures that exceed the B-DKS cannot be included in the reference selection. All measures that exceed the B-DKS are checked in full.

If the calculated measure costs exceed the B-DKS by more than 25 per cent, approval of these measures requires the consent of the Federal Employment Agency.

3.12.17 If deficiencies are subsequently identified in the approval of the measure, the procedure and decision of the FKS shall depend on whether the deficiency occurred before or after the measure was approved. The resulting procedure of the FKS is laid down in the recommendations of the Advisory Board.

3.12.18 If a measure is carried out in cooperation with another educational institution, the following regulation applies:

Under Section 176 (1) sentence 1 in conjunction with Section 21 of the German Social Code Book III (SGB III), approved measures may also be carried out by subcontractors who are not approved under SGB III. In order to ensure the quality of the measure, however, such subcontracting may only cover an insignificant part of the measure (maximum ten percent). Exceeding ten percent is possible if the subcontractor can provide evidence of AZAV provider approval. Any exceedance of the maximum permissible scope of subcontracting due to statutory provisions remains unaffected.

The approved education provider remains fully responsible for ensuring compliance with the approval criteria. As part of the provider audit, it must also demonstrate that it has established appropriate quality assurance procedures for subcontracting.

.

3.12.19 Changes to measures that have a significant impact on the content, achievable qualifications, duration or price of the measure must be requested by the organizer. This also applies to changes to the planned venues. Changes cannot be applied for or approved retroactively.

3.12.20 If violations of the reporting obligation are identified, the FKS may take appropriate measures up to and including the withdrawal of the authorization. The FKS reserves the right to take further legal action.

3.12.21 Monitoring audits are carried out at annual intervals. This also applies to the monitoring of authorized measures.

3.12.22 The monitoring of the authorized measures of the provider is carried out on the basis of a random sample audit. In order to determine the number of measures in the range of measures to be audited by the competent 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 audit are regulated in the respective valid recommendations of the advisory board in accordance with § 182 SGB III.

3.12.23 In the event of deficiencies in the approval of a measure that are identified during a surveillance audit, the procedure and decision of the FKS shall be based on whether the deficiency occurred before or after the measure was approved. The procedure of the FKS (suspension for rectification for a maximum of 3 months or withdrawal of the authorization) is defined in the recommendations of the Advisory Board.

3.12.24 The provider certificate, including the required annexes to the certificate, is drawn up in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board in accordance with § 182 SGB III and the accreditation requirements.

3.12.25 The certificate for the measure and any necessary annexes are issued in accordance with the requirements of SGB III, AZAV, the recommendations of the advisory board pursuant to Section 182 SGB III and the accreditation rules. The measures are presented separately according to the specialized areas. In the event of deficiencies, the certificate can be suspended or withdrawn for a maximum of 3 months.

3.12.26 The FKS must be notified of any changes to authorized measures. This applies in particular to changes in the duration of the measure, the form of delivery, the content, the procedure, the calculation and the prices; to the inclusion of new locations or the discontinuation of locations, to personnel changes of the primarily responsible persons, e.g. teachers, trainers, educators, as well as to changes in recognition by third parties, e.g. supervisory authorities.

In addition, all matters or circumstances that may have an impact on the authorized measures must be reported. The final assessment as to whether the certification requirements continue to be met is the responsibility of the FKS. In case of doubt, such facts or circumstances must therefore be reported immediately.

The changes must be reported to the FKS immediately before the occurrence of the event, but at the latest within 2 weeks after the occurrence of the reportable event (see point 3.12.9).

3.12.27 All activities of the auditors/evaluators and decisions of the FKS are subject to a fee. Notifications, results and decisions shall be sent to the authorized institution in writing in the form of a report.

3.12.28 In addition to the provisions under point 1.4.10 on cancellation, approved measures generally retain their approval until the respective period of validity expires, provided that a valid sponsor certificate from another competent body confirming approval as a sponsor is presented. The measures will continue to be monitored by FKS TÜV Rheinland Cert GmbH. The regulations in the recommendations of the advisory board according to § 182 SGB III apply accordingly.

An appeal can be lodged against all decisions made by the FKS within the framework of the authorization of sponsors and measures within 4 weeks of receipt of the decision.

3.13 Supplementary provisions for the assessment of management systems with approval-relevant requirements or road traffic law Teilegutachten / ARR (approval-relevant requirements)

Audits are conducted on a sample basis and do not represent a complete examination of all aspects. They are subject to inherent limitations and are based on the information provided at the time of the audit.

3.13.1: Kraftfahrt Bundesamt (KBA/Federal Motor Transport Authority)

3.13.1.1 General provisions KBA

3.13.1.1.1 The "Rules for the designation/recognition of technical services (category C)" as well as the “Information Sheet Conformity Assessment (CoP-Q)” of Kraftfahrt Bundesamt apply in their current version.

3.13.1.1.2 The client shall provide the contractor (hereinafter referred to as Technical Service) with information on existing or planned approvals for each audit cycle and in the event of relevant changes.

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

3.13.1.1.4 The client may not use certificates, reports on CoP, audit reports, etc. that have been prepared as part of the assessment (ARR), or parts thereof, in a misleading manner.

3.13.1.1.5 The client and holder or potential holder of type approvals is advised that it is subject to the rights and obligations of an approval holder (including those arising from Regulation (EU) 2018/858, Regulation (EU) 167/2013, Regulation (EU) 168/2013, Regulation (EU) 2016/1628, Regulation (EU) 2025/14, UNECE Agreement of 1958 (revision 3), the Straßenverkehrs-Zulassungs-Ordnung (StVZO), and "Information sheet on initial assessment (MAB)" of Kraftfahrt Bundesamt). These rights and obligations apply regardless of the assessment process.

3.13.1.1.6 The client and type-approval holder shall establish a program / CoP-Control plan for regular verification of the approved characteristics. The type of inspection, interval and sample size must be justified and must comply with the applicable legal acts. Records of the implementation must be kept and retained for an appropriate period of time.

3.13.1.1.7 The client and type-approval holder shall conduct internal audits at appropriate intervals to assess the fulfilment of the approval-relevant requirements and evaluate them by the management.

3.13.1.1.8 In the event that the client and holder of type approvals carries out activities to fulfill approval relevant requirements (e.g. manufacturing product characteristics which are approval relevant) at multiple of its own production sites (in-house production sites), the approval relevant requirements have to be assessed at least at one of these in-house production sites. If the assessment is carried out at one of these in-house production sites, the participation of the type approval holder has to be ensured.

3.13.1.1.9 In the event that the client and holder of type approvals has the relevant objects manufactured in whole or in significant parts in legally independent companies (external production sites), the extent to which he fulfils his obligations to monitor production is assessed during the assessment.

3.13.1.1.10 Possible production sites must be taken into account when selecting the assessment location

3.13.1.1.11 The necessary proof of the QM system at the external production site can be provided by an assessment by the Technical Service or by the following alternative measures:

- Proof of a suitable QM certificate (e.g. ISO 9001:2015, IATF 16949:2016 or similar) of the external production facility with a scope suitable for the objects to be manufactured, which must be issued by an accredited certification body.
- In the case of external production of approved objects (KBA), the production facility must comply with the requirements of the current "Information Sheet on Initial Assessment (MAB)" of the Kraftfahrt Bundesamt.

3.13.1.1.12 During the period of validity of the ARR certificate, the client shall immediately provide the following information to the Technical Service:

- Changes in relation to the manufacturing processes
- Changes in relation to the production sites

3.13.1.1.13 As a result of each audit of an approval holder or potential approval holder, a "CoP report" is created and sent to the Kraftfahrt Bundesamt by the technical service.

3.13.1.1.14 A non-conformity is defined as follows, beyond the requirements of ISO/IEC 17021-1:

- There is a risk that
  - A not approved product with an approval mark is placed on the market or the impression is created that it is approved or
  - a product that does not comply with the approval can enter the market or
  - defective products cannot be recalled.
- The approval holder deviates from the provisions of the approval and does not immediately take adequate corrective action.
- Other serious violations of approval-relevant requirements.

For ARR-specific nonconformities, differentiation between minor and major nonconformities is not mandatory.

3.13.1.1.15 Irrespective of the client's (approval holder's) obligation to provide information, the technical service must inform Kraftfahrt Bundesamt immediately in the following cases, among others:

- Major non-conformities with regard to approval-relevant requirements in the audited organization if the organization does not immediately and effectively implement adequate corrections and corrective actions.
- Final refusal to issue an attestation of compliance for the approval relevant requirements.
- Invalidation, restriction or suspension of the attestation for approval relevant requirements and associated procedures.

3.13.1.1.16 The client agrees to enable the participation of a witness auditor from the notifying body, the market surveillance authority and the accreditation body in the audit.

3.13.1.1.17 Remote assessment is not possible.

3.13.1.2 Assessment of approval-relevant requirements (procedure ARR) with creation of a ARR attestation if a certified QM system (ISO 9001:2015, IATF16949:2016 or comparable) is in place

3.13.1.2.1 Preparation of the assessment:

In addition to the existing or intended certification according to a QM standard, the certification body must have sufficient information about the client. This includes information on the company, management systems, employees, the planned and already held approvals, the approving authorities, internal and external locations relevant to the approval objects. This information is provided by the client via a questionnaire. The information must be confirmed in a legally binding manner by the client. On the basis of the complete information, an audit program is drawn up for a period of three years as the basis for the offer. The groups of approval objects to be considered in each audit are also defined in this program. All groups of approval objects must be considered in one audit cycle. If, after an internal review of the data submitted, there are doubts about the feasibility of the audit, the Technical Service may reject the request at any time.

Once the order has been placed, the auditor organizes the assessment together with the client. An optional document review can be carried out to assess readiness.

In the case of initial certification in the underlying QM standard, a stage 1 audit can also be carried out as an option in the ARR procedure.

The client shall provide the auditor with all relevant documents in good time before each audit. This includes the QM system documentation (procedural instructions, etc.), organization chart and other documents relevant to the approval process.

3.13.1.2.2 Initial audit

The lead auditor prepares an audit plan prior to the audit, which is made available to the client. During the audit, the management system is reviewed with regard to fulfilment of the approval-relevant requirements. All findings are recorded in a final meeting and confirmed by the client. Once the findings have been processed, they are reviewed by the lead auditor on the basis of documentation or in a follow-up audit. A follow-up audit is subject to a fee and is not included in the offer. Additional costs are therefore incurred. The maximum period of time until non-conformities identified must be processed by the client is 90 days.

As a result of the assessment, a CoP report is prepared by the lead auditor. After the internal process review, this is sent to the approval authority. In the event of a positive assessment, an ARR confirmation is issued. The validity of this confirmation is linked to the validity of the underlying QM certificate. The decision on the initial assessment is the responsibility of the Kraftfahrt Bundesamt.

3.13.1.2.3 Surveillance audit

Following a successful certification audit, a surveillance audit must be carried out every year. Exceptions are years in which a re-certification audit is carried out. The audit planning is based on the audit program. As a result of each surveillance audit, a CoP report is submitted to the approval authority.

3.13.1.2.4 Reassessment

Before each reassessment, the client provides the Technical Service with updated information for the preparation of an audit program and offer. The audit process is similar to the initial audit. In the event of significant changes to the management system, a stage 1 audit may be required.

The Technical Service issues an updated ARR certificate after a successful reassessment. As a result of the audit, a report on CoP is sent to the approval authority.

3.13.1.3 On-site inspection for the purpose of initial assessment and continuous verification (CoP)

The paragraphs presented below apply both to the one-time inspection for the purpose of the initial assessment and to inspections carried out as part of the continuous verification (CoP).

3.13.1.3.1 Preparation of the assessment

The Technical Service must have sufficient information about the client. This includes information on the company, management systems, employees, the planned and already held approvals, the approving authorities, internal and external locations relevant to the approval objects. This information is provided by the client via a questionnaire. The information must be confirmed in a legally binding manner by the client. All planned groups of approval objects must be taken into account in the audit.

3.13.1.3.2 The procedure for the assessment with purpose of initial assessment is as follows:

- Optional information meeting on the procedure and ARR
- Quotation and order confirmation
- Preparation for the audit and document review regarding approval-relevant requirements for readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective measures or re-audit if necessary
- Internal approval process by the Technical Service
- Transmission of the CoP report to the authorization authority

3.13.1.3.3 Surveillance audit and reassessment

In principle, no surveillance assessment is planned. The decision on further surveillance measures is the responsibility of the approval authority. This also applies to reassessments. The procedure described here can additionally be carried out as a voluntary surveillance measure of the management system. The acceptance of this activities as surveillance in the approval procedure is incumbent upon the Kraftfahrt Bundesamt.

3.13.1.4 Assessment of requirements relevant to Teilegutachten (verification procedure) with issuance of a verification confirmation, without the existence of a certified QM system.

3.13.1.4.1 The client and holder or potential holder of Teilegutachten is informed that he is subject to the rights and obligations of an approval holder in accordance with the above sections. These rights and obligations apply independently of the certification / assessment process. The guidelines for verification procedures (431-A-3.11) of the Kraftfahrt Bundesamt apply in the currently valid version.

3.13.1.4.2 The client and holder of Teilegutachten shall draw up a program / CoP-Control plan for the regular inspection of the properties relevant to all held Teilegutachten. The type of inspection, interval and sample size must be justified. Records of the implementation must be kept and retained for an appropriate period of time.

3.13.1.4.3 The client and holder of Teilegutachten shall conduct internal audits at appropriate intervals to assess the fulfilment of the requirements relevant to Teilegutachten and evaluate them by management.

3.13.1.4.4 The technical service must have sufficient information about the client before each audit cycle. This includes information on the company, management systems, employees, the planned and already held Teilegutachten, the internal and external locations relevant for the objects with Teilegutachten. These are provided by the client via a questionnaire. The information must be confirmed in a legally binding manner by the client. All planned object groups for which Teilegutachten are held must be included in the audit.

3.13.1.4.5 The procedure for the first assessment in the verification procedure is as follows:

- Optional information meeting on the verification procedure
- Quotation and order confirmation
- Preparation for the audit and document review with regard to requirements relevant to Teilegutachten for the readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective measures or re-audit if necessary
- Internal approval process by the Technical Service Category C of the certification body
- Issue of the verification confirmation with an initial validity limit of 1 year.

3.13.1.4.6 Surveillance audit

In principle, a surveillance audit is planned after the first assessment in the verification procedure approx. 1 year after the initial audit. The validity of the verification certificate will be limited to one year after positive review.. 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 from the initial audit date.

In the case of repeat assessments, there is generally no annual surveillance audit.

3.13.1.4.7 Reassessment

On expiry of the validity of the verification confirmation, a repeat assessment in the verification procedure is agreed in good time. The procedure is as follows:

- Quotation and order confirmation
- Preparation for the audit and document review with regard to requirements relevant to Teilegutachten for the readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective actions or re-audit if necessary
- Internal approval process by the Technical Service Category C of the certification body

3.13.2 National Standards Authority of Ireland (NSAI)

3.13.2.1 General provisions NSAI

3.13.2.1.1 The specifications from the NSAI document DOP-AC-0210 „Rules for the Designation of a Technical Services - Category C“, as well as MD-AC-0301 „Conformity of Production (CoP) Manual” in the current version apply.

3.13.2.1.2 The client shall provide the Technical Service with information on existing or planned approvals for each audit, as well as on all locations relevant to the approval objects.

3.13.2.1.3 The technical service shall draw up an audit program in consultation with the client in which audits are planned for all relevant sites.

3.13.2.1.4 The approval and market surveillance authorities have the right to request audit reports, quality records and other documents relevant for type-approval at any time.

3.13.2.1.5 The client may not use documents that have been created as part of the assessment, or parts thereof, in a misleading manner.

3.13.2.1.6 The client and holder or potential holder of type approvals is advised that it is subject to the rights and obligations of an approval holder (e.g. VO (EU) 2018/858, VO (EU) 167/2013, VO (EU) 168/2013, VO 2016/1628 (EU). These rights and obligations apply regardless of the assessment process.

3.13.2.1.7 The client and type-approval holder shall establish a program / CoP-Control plan for regular verification of the approved characteristics. The type of inspection, interval and sample size must be justified. Control plans should also identify any mandatory COP tests are required by specific type approval legislation.Records of the implementation must be kept and retained for an appropriate period of time.

3.13.2.1.8 The client and type-approval holder shall conduct internal audits at appropriate intervals to assess compliance with the approval relevant requirements and evaluate them by management.

3.13.2.1.9 In the event that the approval holder carries out activities to fulfill approval relevant requirements (e.g. manufacturing product characteristics which are approval relevant requirements) at multiple of its own production sites, the approval relevant requirements have to be audited at least at one of these own production sites. If the audit is carried out at one of these production sites, the participation of the type approval holder has to be ensured.

3.13.2.1.10 In the event that the client and holder of type approvals has the relevant objects manufactured in whole or in significant parts in legally independent companies (external production sites), the extent to which he fulfils his obligations to monitor production is as-sessed during the assessment.

3.13.2.1.11 As a result of each audit of an approval holder or potential approval holder, a "CoP Q Report" based on NSAI templates or comparable templates is prepared and submitted to NSAI by the technical service.

3.13.2.1.12 A major non-conformance is defined as follows, beyond the requirements of ISO/IEC 17021-1:

- There is a risk that

- A not approved product with an approval mark is placed on the market or the impression is created that it is approved or
- a product that does not comply with the approval can enter the market or
- defective products cannot be recalled.

- The approval holder deviates from the provisions of the approval and does not immediately take adequate corrective action.
- Other serious violations of approval-relevant requirements.

3.13.2.1.13 Irrespective of the client's (approval holder's) obligation to provide information, the technical service must inform the approval authority immediately in the following cases, among others:

- any non-conformity encountered which may require the refusal, restriction, suspension or withdrawal of a type-approval certificate

3.13.2.1.14 The client agrees to enable the participation of a witness auditor from the notifying body, the market surveillance authority and the accreditation body in the audit.

3.13.2.1.15 A remote assessment is generally not permitted. In exceptional cases remote assessments may be permitted after review and case-by-case decision by the NSAI.

3.13.2.1.16 If the approval holder cannot provide a QMS-certificate as per ISO 9001:2015 or IATF 16949:2016 during the initial assessment, an onsite initial assessment audit has to be carried out. The procedure is identical to audits conducted within the CoP-assessment scope.

3.13.2.1.17 Preparation of the assessment

The technical service must have sufficient information about the client. This includes information on the company, management systems, employees, the planned and already held approvals, the approving authorities, internal and external locations relevant to the approval objects. These are provided by the client via a questionnaire. The information must be confirmed in a legally binding manner by the client. All planned groups of approval objects must be taken into account in the audit.

3.13.2.1.18 The procedure for assessment is as follows:

- Optional information meeting on the procedure and ARR
- Quotation and order confirmation
- Preparation for the audit and document review regarding approval-relevant requirements for readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective actions or re-audit if necessary
- Internal approval process by the technical service
- Transmission of the audit report to the approval authority

3.13.3 Société Nationale de Certification et d'Homologation (SNCH)

3.13.3.1 General provisions SNCH

3.13.3.1.1 The specifications from the SNCH document D1-13 "Conformity of Production CoP-Q / CoP-P processes", as well as the "General Terms and Conditions" D-2E, and "Cahier des charges pour l'agrément des services techniques" F3-05 in the current version apply.

3.13.3.1.2 The client shall provide the Technical Service with information on existing or planned approvals for each audit, as well as on all locations relevant to the approval objects. This includes and is not limited to all production facilities, laboratory and administrative sites.

3.13.3.1.3 The technical service shall draw up an audit program in consultation with the client in which audits are planned for all relevant sites. This audit program shall be made available to the approval authority before the start of the activities. If the approval holder already has an audit program agreed with a third party, the responsibility for implementing this program lies with the approval holder and the third party.

3.13.3.1.4 The approval and market surveillance authorities have the right to request audit reports, quality records and other documents relevant for type-approval at any time.

3.13.3.1.5 The client may not use documents that have been created as part of the assessment, or parts thereof, in a misleading manner.

3.13.3.1.6 The client and holder or potential holder of type approvals is advised that it is subject to the rights and obligations of an approval holder (see Regulation (EU) 2018/858, Regulation (EU) 167/2013, Regulation (EU) 168/2013) Regulation (EU) 2016/1628, Regulation (EU) 2025/14, UNECE Agreement of 1958 (revision 3). These rights and obligations apply regardless of the assessment process.

3.13.3.1.7 The client and type-approval holder shall establish a program / CoP-Control plan for regular verification of the approved characteristics. The type of inspection, interval and sample size must be justified. Records of the implementation must be kept and retained for an appropriate period of time.

3.13.3.1.8 The client and type-approval holder shall conduct internal audits at appropriate intervals to assess compliance with the approval relevant requirements and evaluate them by management.

3.13.3.1.9 As a result of each audit of an approval holder or potential approval holder, a "CoP Q Assessment Report" (F1-17) is prepared and submitted to SNCH by the technical service.

3.13.3.1.10 A major non-conformance is defined as follows, beyond the requirements of ISO/IEC 17021-1:

- There is a risk that
  - A not approved product with an approval mark is placed on the market or the impression is created that it is approved or
  - a product that does not comply with the approval can enter the market or
  - defective products cannot be recalled.
- The approval holder deviates from the provisions of the approval and does not immediately take adequate corrective action.
- Other serious violations of approval-relevant requirements.

3.13.3.1.11 Irrespective of the client's (approval holder's) obligation to provide information, the technical service must inform the approval authority immediately in the following cases, among others:

- major non-conformities with regard to approval-relevant requirements in the audited organization if the organization does not immediately and effectively implement adequate corrections and corrective actions.

3.13.3.1.12 The client agrees to enable the participation of a witness auditor from the notifying body, the market surveillance authority and the accreditation body in the audit.

3.13.3.1.13 A remote assessment is only possible if production of the parts to be approved has not yet started. In this case, an on-site audit must be carried out after the start of production.

3.13.3.1.14 Preparation of the assessment

The technical service must have sufficient information about the client. This includes information on the company, management systems, employees, the planned and already held approvals, the approving authorities, internal and external locations relevant to the approval objects. These are provided by the client via a questionnaire. The information must be confirmed in a legally binding manner by the client. All planned groups of approval objects must be taken into account in the audit.

3.13.3.1.15 The procedure for assessment is as follows:

- Optional information meeting on the procedure and ARR
- Quotation and order confirmation
- Preparation for the audit and document review regarding approval-relevant requirements for readiness assessment if necessary
- Audit planning
- Audit performance
- Processing and verification of corrective actions or re-audit if necessary
- Internal approval process by the technical service
- Transmission of the audit report to the approval authority

3.13.4 Transport Styrelsen / Swedish Transport Agency (STA)

3.13.4.1 The general requirements from section 3.13.1.1 apply.

3.13.4.2 The requirements of section 3.13.1.3 apply to the performance of assessments for the STA. The validity of the initial assessment is determined by the approval authority.

3.14 Supplementary conditions for the confirmation of ecological counter-performance in accordance with EnSimiMaV, EnFG, BECV and SPK-R: Applies only to German companies or locations in Germany

3.14.1 The publications of the responsible ministries BMWK and BMU as well as the authorities BAFA (for EnFG see e.g. form declarations on "green conditionality") and DEHST apply in their respective valid versions.

3.14.2 The Contractor is entitled to request further information from the Client in order to issue the confirmation.

3.14.3 In addition, the client must ensure that all relevant documents are available as early as possible. This includes, in particular, the following audit bases: self-declaration/declaration of the organization, action plans of the last 3 years, lists of ideas, results reports according to DIN EN 17463, offers and calculations, calculation of the internal interest rate, price increases, degradation. If the legislator, BAFA or DEHSt stipulate or require additional verification documents, these must also be provided by the client (e.g. the energy management system report).

3.15 Supplementary conditions for certified quality in gaming arcades - youth protection, player protection, operational management

Points 1.1.2, 1.1.3 and 1.1.11 are not applicable to the gaming arcade standard. Chapters 2.2 to 2.7 are also not applicable to the gaming arcade standard. The amendments are listed here. The certificate is valid for two years, provided that all surveillance audits/mystery audits are carried out correctly.

3.15.1 Certification audit:

- The certification audit takes place at the head office and the arcade. Ideally, the head office should be audited before the arcade, as the results have an impact on the audit time in the arcade.
- If the contractor is not able to verify and accept the implementation of corrections and corrective actions for nonconformities within 90 working days

after the last day of the certification audit, the certification decision is negative and the client must start again with an initial certification audit

3.15.2 Surveillance audit:

- To maintain the validity of the certificate, two on-site surveillance audits must be carried out each year. At least one surveillance audit per year shall be conducted as an unannounced and discovered (mystery audit).

3.15.3 Re-certification audit

- The certificate expires automatically on expiry of the validity period. With re-certification before two years have elapsed, gaming arcades continue the continuous improvement process on a permanent basis
- The procedure corresponds to that of the certification audit.

If re-certification is successful, the certificate is issued for a further two years. To ensure a seamless transition of the certificates, the recertification audit and the positive certification decision must have taken place before the expiration date of the current certificate.

3.15.4 Audits or mystery audits announced or unannounced at short notice

Under the following conditions, an extraordinary audit, announced at short notice or unannounced, may become necessary.

- Serious complaints and other matters of which the certification body becomes aware that call into question the effectiveness of the certified service or the client's process and which cannot be resolved in writing or as part of the next regular audit (e.g. suspected violations of the law by the client or its managerial staff).
- Changes at the client that affect the capabilities of the service or process in such a way that the requirements of the certification standard are no longer met.
- As a consequence of a suspension of the client's certification.
- Due to legal regulations.

3.15.5 Certification of companies with multiple locations

- Multi-site certifications can be applied to companies with several locations. This also includes several individual, autonomous and independent companies or organizations that are linked to each other in the sense of a group of companies. A distinction is made here between the central functions (e.g. personnel, maintenance, entrepreneurial duties, etc.) and the actual gaming arcades (operations).
- The central functions are audited separately.
- All associated gaming arcades are audited in accordance with the standard; random checks are not possible.

3.15.6 Rights of the certification body

The certification body has the right to contact the competent authority at state level to clarify the facts of the case with regard to the legality of authorization notices.

3.16 Supplementary requirements for the nuclear industry ISO 19443

3.16.1 These supplementary requirements apply to certification in accordance with the standard ISO 19443.

3.16.2 The certificate must include the addition “For ITNS activities” before the scope of application.

3.16.3 For multi-site certifications, the following requirements apply in addition to those in Section 2.6

- in certification and recertification audits, the central functions and all sites must be audited; in the 1st surveillance audit, the central functions and 50% (rounded up) of the sites; in the 2nd surveillance audit, the central functions and the remaining sites that were not audited in the 1st surveillance audit

- the annual audit time is reduced in accordance with the following guidelines
- 20% for 2–7 sites
- 30% for 8–15 sites
- 40% for more than 15 sites
- The person-days on site may be allocated by the certification body depending on the activities at the respective sites

3.16.4 The audit lead must change after two consecutive audit cycles.

3.16.5 Management of non-conformities

- Non-conformities must be documented, even if they are resolved during the audit
- The time allowed for addressing non-conformities is 45 calendar days from the last day of the on-site audit
- In the case of critical non-conformities, e.g. relating to the product, the immediate actions taken must be described within 7 days and submitted to the certification body. After 21 days, agreement must be reached between the client and the certification body regarding the planned actions.
- Non-conformities that do not require immediate action must be resolved within 3 months
- If the corrective action is not accepted by the certification body within 3 months, the scope of certification must be reduced by the certification body, or certification must not be granted, or must be suspended or revoked.

3.16.6. The certification body must be informed by the client of the commencement, interruption or resumption of all ITNS activities.

- If a client has not carried out any ITNS activities since the last audit, the certification body must assess whether the client is still capable of meeting the requirements of ISO 19443.
- Following the resumption of ITNS activities, the certification body may plan an additional audit, the duration and programme of which must be determined on the basis of the information provided by the client
- A surveillance audit or a recertification audit of an organisation that is not carrying out any ITNS activities at the time of the audit may be conducted twice in succession. The certification body must suspend the certification if the organisation is still not carrying out ITNS activities at the third consecutive audit.
- During the audits, the certification body may take the following into account:

  a. Management’s commitment to nuclear safety and the safety culture achieved are maintained.

  b. The qualifications of personnel and the standard of resources (e.g. calibrations) are maintained.

  c. The measures implemented as part of previous ITNS activities have either been reviewed and maintained, demonstrated using a sample assignment, or have been applied in whole or in part to the client's non-ITNS activities.

3.17 Supplementary conditions for the ZNU Standard - driving sustainable change 2026

3.17.1 Regarding 1.1.2 General provisions
The client shall provide the certification body with all necessary documents prior to the audit
- Sustainability risk and opportunity assessment
- Stakeholder analysis
- Materiality matrix or analysis
- Sustainability philosophy or mission statement
- Code of conduct or comparable statement
- Targets incl. indicators & action plan
- Organizational chart or documented responsibilities
- Legal register
- Internal audit report on compliance with the ZNU standard requirements
- Annual report "Sustainable management"
- Externally communicated environmental, economic and social goals and respective status quo
- Climate balance sheet
- Documentation of targets and measures relating to compliance with corporate due diligence with regard to human rights

The ZNU standard applies to all activities of the sites that are included in the certification, i.e. individual processes may not be excluded.
3.17.2 Regarding 1.2 Obligations of the customer
- The client agrees that it may be published by name and with a link on the homepage of the standard provider (www.znu-standard.com).
- The client agrees that information about an upcoming certification (test period, tester, company, etc.) will be passed on to the standard setter at least 4 weeks before the start of certification, otherwise at the beginning of the quarter.

3.17.3 Regarding 1.4 Scope of rights of use of certificates and certification marks
Statements on certification must clearly communicate that this is a company-related standard that focuses on the learning and development processes at the site and in the value chains and accordingly does not enable certified sustainability claims to be made for products, for example.
For companies with multiple sites, the certified site(s) must always be named. If all locations of an organization are certified in the course of a multi-site certification, the individual location can be omitted.
If the certified company violates the communication rules, the certification body will initiate the following procedure:
1) Warning and request for correction: in the event of a first-time, non-serious violation of the communication rules, the company will be notified of the violation and requested to adapt or discontinue use in accordance with the guidelines.
2) Withdrawal of the certificate: In the event of serious or repeated breaches of the communication rules, the certificate may be withdrawn after prior warning/hearing.
Suspension of certificates or non-issuance of certificates
This is the case if, among other things, the deadlines for monitoring are not met or a K.O. occurs in an audit (see K.O. below). If a certification is suspended, the company and the standard setter will be informed immediately by the responsible certification body as to when and for how long the certification will be suspended. If the required inspection or re-inspection is not carried out during the period of suspension, the certification must be withdrawn after 3 months at the latest. During the suspension or after withdrawal of the certification, the company may no longer use the ZNU standard certificate and may not advertise with the ZNU standard certification or the ZNU standard logo or key visuals.
A K.O. is awarded in a ZNU Standard audit by the auditor if the company demonstrably does not operate more sustainably step by step.

This means that the sustainable management and further development of the company in its key sustainability issues are impaired to such an extent that the integrity of the ZNU standard is jeopardized. The following cases with regard to the requirements set out in point 2 lead to a K.O.
- More than 3 requirements are rated with a deviation (D) in Part I (Sustainable corporate governance) of the ZNU Standard
- More than 7 requirements in total (Part I & II) are assessed with a deviation (D)
In the event of a K.O., no certificate is issued or certification is suspended by the certification body within 3 days. A retest is required in any case.
3.17.4 Regarding 2.1 General conditions for accredited certification
- DIN EN ISO/IEC 17020, Conformity assessment - Requirements for the operation of different types of bodies performing inspections
- DIN EN ISO/IEC 17021-1 Conformity assessment - Requirements for bodies that audit and certify management systems - Part 1: Requirements
- DIN EN ISO/IEC 17021-3 Conformity assessment - Requirements for bodies performing audit and certification of management systems - Part 3: Requirements for competence in auditing and certification of quality management systems
- DIN EN ISO 19011 Guideline for the auditing of management systems
- ZNU Standard Sustainable Management 2026 - Z 1 to Z 9
3.17.5 Regarding 2.2 Certification audit
Prior to the first on-site certification, the certification body carries out a re-mote preliminary audit to review and assess the company's eligibility for certification. This stage 1 checks whether the most important processes for greater sustainability have already been implemented and whether the company has transferred the standard requirements of the ZNU standard to its activities.
3.17.6 Regarding 2.4 Re-certification
Up to 6 months after expiry of the certificate, an audit can be calculated with the effort of a recertification. If this regulation is used, the effective date of the expired certificate remains valid. If this regulation is not used or if the audit is not carried out within 6 months of the certificate expiring, a new initial certification is due with correspondingly higher costs. In the event of particularly serious events that make it impossible to meet the deadlines and are beyond the company's control, such as political instability, pandemics, floods or other natural disasters, an individual solution for extending the certification period may be decided by the certification body. In justified individual cases, a one-off postponement of the deadline by up to 3 months for the first recertification is possible.
3.17.7 Regarding 2.6 Cross-site certification
There is at least one central qualified contact person for sustainability and at least one qualified contact person for sustainability at each permanent or seasonal location. Non-permanent or virtual locations and micro-locations require a contact person at the location from which they are managed (head office or other location).
There is a philosophy or values that apply to the entire company.
Starting from the central administration
- at least one internal audit is carried out annually at each location included in the certification to verify compliance with the ZNU standard requirements (internal audit program incl. internal audit report),
- the suitability, appropriateness and effectiveness of the systematic improvement is reviewed at least once a year as part of the assessment of sustainability performance. This can be carried out and recorded separately for each location and must also be recorded in a central document (annual report "Sustainable Management"), which takes into account all locations included in the certification,
- early identification is carried out / updated at least once a year for the entire company and for each location at planned intervals,
- identify, on the basis of the early detection, which locations pose an increased risk for sustainability action areas and
- the achievement of the targets of the head office and the locations is reviewed annually.