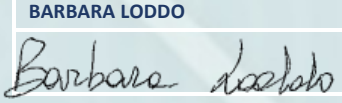
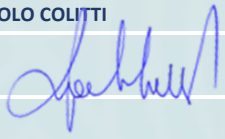
CERTIFICATION REGULATIONS FOR MANAGEMENT SYSTEMS

PREPARED BY QUALITY MANAGER	APPROVED BY GENERAL MANAGER
BARBARA LODDO	**PAOLO COLITTI**
	

1. PURPOSE AND SCOPE 3

2. REFERENCE DOCUMENTS 3

3. DEFINITIONS 3

4. GENERAL PRINCIPLES 3
4.1 Impartiality, independence and confidentiality 3
4.2 Non-discriminatory access 3

5. APPLICATION, REVIEW AND QUOTATION 3
5.1 Application for certification 3
5.2 Application review 4
5.3 Quotation and financial conditions 4

6. CONTRACT AND CERTIFICATION PROGRAMME 4

7. INITIAL CERTIFICATION AUDIT 4
7.1 Stage 1 4
7.2 Stage 2 4
7.3 Opening and closing meetings 4

8. MANAGEMENT OF NONCONFORMITIES 4

9. CERTIFICATION DECISION AND ISSUANCE OF THE CERTIFICATE 5

10. MAINTENANCE, SURVEILLANCE AND RECERTIFICATION 5
10.1 Surveillance audits 5
10.2 Recertification 5

11. CHANGES, EXTENSIONS AND TRANSFERS 5
11.1 Changes to the client or certified system 5
11.2 Extension or reduction of scope 5
11.3 Transfer of certification 6

12. SUSPENSION, RESTORATION, REDUCTION, WITHDRAWAL AND VOLUNTARY CANCELLATION 6
12.1 Suspension 6
12.2 Restoration of certification 6
12.3 Reduction of scope 6
12.4 Withdrawal of certification 6
12.5 Voluntary cancellation 6

13. USE OF THE CERTIFICATE AND CERTIFICATION MARK 6

14. CLIENT RIGHTS AND OBLIGATIONS 7
14.1 Client obligations 7

15. COMPLAINTS AND APPEALS 7

16. CONFIDENTIALITY AND PUBLIC DISCLOSURE OF INFORMATION 7

17. REMOTE, MULTI-SITE AND SPECIAL AUDITS 7
17.1 Remote or blended audits 7
17.2 Multi-site organizations 7
17.3 Special audits 7

18. AMENDMENTS TO THE REGULATIONS 8

19. REFERENCED ANNEXES AND FORMS 8

20. CONTRACTUAL TERMS 8

21. DATA PROTECTION AND PRIVACY 8

1. PURPOSE AND SCOPE

These Regulations define the general conditions applicable to clients applying to TNV EUROPE for management system certification. The document governs the stages of application, review, quotation, planning, audit, certification decision, maintenance, recertification, modification, suspension, withdrawal, voluntary cancellation and use of the certificate.
These Regulations apply to all management system certifications issued by TNV EUROPE under the schemes managed by the Certification Body, including single, integrated and multi-site certifications, as well as activities carried out on-site, remotely or through a blended approach.
Acceptance of the quotation/contract constitutes full acceptance of these Regulations and of any additional contractual and technical documents referenced by TNV EUROPE.

2. REFERENCE DOCUMENTS

The certification process is conducted in accordance with the applicable requirements, including, by way of example and without limitation:

- ISO/IEC 17021-1, requirements for bodies providing audit and certification of management systems;
- certification standards requested by the client, such as ISO 9001, ISO 14001, ISO 45001 or other applicable schemes;
- mandatory IAF documents and technical documents applicable to the specific scheme, where relevant;
- rules of the applicable Accreditation Body and TNV EUROPE contractual requirements;
- TNV EUROPE internal procedures concerning certification, determination of audit time, management of nonconformities, appeals, complaints, use of the certification mark and management of impartiality.

In the event of any conflict between these Regulations and statutory requirements, accreditation requirements or applicable mandatory documents, the latter shall prevail.

3. DEFINITIONS

For the purposes of these Regulations, the definitions contained in the relevant reference standards apply. In particular:

- Client or Organization: an entity applying for or holding a certification issued by TNV EUROPE;
- Management system: a set of interrelated elements used by the Organization to establish policies, objectives, processes and control arrangements in accordance with the applicable standard;
- Audit: a systematic, independent and documented process for obtaining objective evidence and evaluating it against audit criteria;
- Major nonconformity: failure to fulfil a requirement that affects the capability of the system to achieve the intended results or demonstrates the absence or systemic ineffectiveness of a control;
- Minor nonconformity: an isolated failure to fulfil a requirement that, by itself, does not compromise the overall effectiveness of the system;
- Certificate: a document issued by TNV EUROPE attesting that the client's management system conforms to the requirements of the applicable scheme.

4. GENERAL PRINCIPLES

4.1 Impartiality, independence and confidentiality

TNV EUROPE carries out certification activities in accordance with the principles of impartiality, independence, competence, responsibility, transparency and confidentiality. Decisions concerning the granting, maintenance, recertification, suspension, withdrawal or reduction of certification are made by personnel different from those who performed the audit, in accordance with the Certification Body's internal rules. TNV EUROPE does not provide consultancy on management systems subject to certification and does not participate in the design, implementation or maintenance of the client's system. Any risks to impartiality are analysed and managed before accepting the assignment and throughout the certification cycle.

4.2 Non-discriminatory access

Access to certification services is available to all Organizations that apply, provided that they fall within the scope of the schemes managed and that adequate competence and resources are available. TNV EUROPE may refuse an application when it does not have the necessary competence, when unacceptable risks to impartiality exist, or when the client fails to provide complete and truthful information.

5. APPLICATION, REVIEW AND QUOTATION

5.1 Application for certification

A client wishing to certify its management system shall provide TNV EUROPE with the information required for the application review, using the appropriate application form or equivalent documentation. The information shall be complete, up to date and signed by an authorized representative.

The application shall include at least: company name, sites, requested scope, activities performed, requested standards, effective number of personnel, shifts, outsourced processes, any temporary sites, previous certifications, relevant legal obligations and any information useful for determining audit time.

5.2 Application review

Before issuing the quotation, TNV EUROPE reviews the application to verify the completeness of the information, compatibility of the requested scope, availability of technical competence, absence of conflicts of interest and correct determination of audit time. Where the information is incomplete, TNV EUROPE may request additional information before proceeding.

5.3 Quotation and financial conditions

The certification quotation defines the activities planned for the three-year certification cycle, audit duration, applicable fees, any additional costs and contractual conditions. Audit time is determined taking into account the applicable standard, the Organization's complexity and risks, the effective number of personnel, the sites and their locations, outsourced processes, previous audit results and any combined, joint or integrated audits, in accordance with the applicable IAF documents.

The quotation is valid for six months from the date of issue, unless otherwise stated in the commercial document. Significant changes to the information provided by the client may require a review of the quotation and the certification programme.

6. CONTRACT AND CERTIFICATION PROGRAMME

The contractual relationship becomes effective upon the client's acceptance of the quotation/contract. The contract governs the entire certification cycle, normally consisting of the initial certification audit, two surveillance audits and a recertification audit before certificate expiry.

TNV EUROPE establishes a three-year audit programme suitable for verifying, over time, the conformity and effectiveness of the management system. The programme may be updated in the event of client changes, regulatory changes, scope changes, significant complaints, organizational changes, changes to sites or processes, suspension or the need for special audits.

The client may submit justified objections to the composition of the audit team no later than 5 working days before the start of the audit. Where the reasons are considered justified, TNV EUROPE will replace the team member concerned.

7. INITIAL CERTIFICATION AUDIT

7.1 Stage 1

Stage 1 is intended to assess the client's level of preparedness, review the management system documentation, confirm the scope, verify site-specific conditions, gather information for planning Stage 2, and assess whether the internal audit and management review have been adequately planned and carried out.

During Stage 1, the client shall make available, where applicable: the management system manual or documented information, list of procedures, organization chart, scope, context and interested-party analysis, policy, objectives, risks and opportunities analysis, list of compliance obligations, authorizations, internal audit, management review, statutory documents and significant records.

Where issues arise that prevent the process from continuing, TNV EUROPE may postpone Stage 2 until the identified issues have been resolved. The outcome of Stage 1 is documented in a dedicated report.

7.2 Stage 2

Stage 2 is intended to assess the effective implementation and effectiveness of the management system. The audit is conducted at the organization's premises, temporary sites or remotely, in accordance with the audit plan communicated to the client, and includes examination of processes, operational activities and records, interviews with personnel, and verification of objectives, performance, legal compliance and the effectiveness of actions taken.

The client shall ensure that the audit team has access to the locations, information, documents, records, personnel and processes required. Inability to access relevant information or areas may result in audit findings, postponement of the audit or inability to make a positive recommendation.

7.3 Opening and closing meetings

Each audit includes an opening meeting, during which the objectives, scope, criteria, programme, operating arrangements and communication channels are confirmed, and a closing meeting, during which the findings, any nonconformities, recommendations and timeframes for managing corrective actions are presented.

8. MANAGEMENT OF NONCONFORMITIES

Nonconformities are classified according to their severity and impact on the management system. The client shall identify the problem and its causes, define corrections and corrective actions, verify their effectiveness and submit the treatment plan to TNV EUROPE within 7 days, unless a different deadline is formally specified in the audit report.

For initial certification or recertification, nonconformities shall be closed within the timeframes established by TNV EUROPE and, in any case, in sufficient time for the certification decision; during surveillance, they shall be managed within the timeframes specified in the report. TNV EUROPE verifies the actions through document review and/or a special audit depending on the nature and risk of the finding. Certification cannot be granted or renewed when nonconformities preventing a positive decision have not been satisfactorily resolved.

Failure to submit corrective actions or failure to obtain their acceptance within the established timeframes may result in postponement of the decision or suspension of certification. Where the conditions that led to suspension are not resolved within the applicable timeframe, TNV EUROPE shall withdraw the certification or, where applicable, reduce its scope.

9. CERTIFICATION DECISION AND ISSUANCE OF THE CERTIFICATE

The certification decision is made by the Decision Manager, or by other competent and authorized personnel, different from those who performed the audit. Before the decision, the audit report, collected evidence, scope and management of any nonconformities are reviewed. The audit team makes a recommendation but does not make the certification decision. The decision may result in the granting of certification, a request for further clarification or evidence, or a justified refusal to grant certification.

The certificate includes at least the client's name, certified sites, reference standard, scope, date of issue, expiry date and unique identification number. The date of issue corresponds to the date of the certification decision. Validity is subject to the successful outcome of maintenance activities, compliance with contractual conditions and payment of the amounts due under the contract.

10. MAINTENANCE, SURVEILLANCE AND RECERTIFICATION

10.1 Surveillance audits

Surveillance audits are planned annually, normally every 12 months, to verify continued conformity and effectiveness of the system. The first surveillance audit following initial certification shall be carried out within 11 months of the certificate issue date; deadlines are determined by reference to the date of the Decision Manager's decision. Any deviations shall be agreed and justified in advance. Failure to carry out audits within the applicable timeframes may result in suspension of certification.

During surveillance audits, TNV EUROPE verifies, as a minimum, internal audits and management review, actions relating to previous nonconformities, complaints, system effectiveness and achievement of objectives, improvement activities, operational control, changes that have occurred, and correct use of the certificate, certification mark and references to certification. The report is reviewed and the maintenance decision is made by authorized personnel.

10.2 Recertification

The recertification audit is planned sufficiently in advance of certificate expiry and is intended to confirm the continuing conformity, effectiveness, applicability and validity of the management system for the new certification cycle. The evaluation considers performance throughout the entire cycle, previous surveillance reports, complaints and significant changes in the Organization, the system or its context. Any nonconformities shall be closed in sufficient time to allow the decision and reissuance of the certificate before expiry.

The recertification process shall be successfully completed by the expiry date stated on the certificate; otherwise, the certification ceases to be valid, without prejudice to any restoration mechanisms permitted by ISO/IEC 17021-1 and the rules of the applicable scheme. Where verification of nonconformity closure is necessary, TNV EUROPE may carry out document reviews and/or special audits; costs arising from deficiencies in the management system shall be borne by the Organization.

11. CHANGES, EXTENSIONS AND TRANSFERS

11.1 Changes to the client or certified system

The client shall promptly inform TNV EUROPE of any significant change that may affect the management system's capability to continue fulfilling certification requirements. Such changes include: changes in company name, site, ownership, organization, key personnel, activities, processes, sites, number of personnel, authorization requirements, scope or significant events.

TNV EUROPE evaluates the notified changes and determines whether it is necessary to update the contract, amend the certificate, conduct a special audit or redefine the certification programme.

11.2 Extension or reduction of scope

The client may request an extension or reduction of the certification scope. TNV EUROPE reviews the request and determines the assessment activities required. A reduction may also be imposed by TNV EUROPE when parts of the certified scope are no longer applicable or compliant.

11.3 Transfer of certification

Transfer is applicable exclusively to accredited, valid certifications covered by an IAF MLA or regional MLA signatory; suspended certifications are not accepted. TNV EUROPE carries out a pre-transfer review covering at least the validity and scope of the certificate, accreditation coverage, reasons for the transfer, reports from the latest certification cycle, status of nonconformities and corrective actions, complaints, audit programme and any relationships with competent authorities. Where sufficient information is unavailable or conditions exist that prevent the transfer, the Organization is treated as a new client. The TNV EUROPE certificate is issued only after satisfactory closure of any outstanding nonconformities and a favourable decision, in accordance with applicable IAF MD 2; where the outcome is positive, the certification cycle continues on the basis of the previous cycle.

12. SUSPENSION, RESTORATION, REDUCTION, WITHDRAWAL AND VOLUNTARY CANCELLATION

12.1 Suspension

TNV EUROPE may suspend certification when conditions arise that prevent the regular maintenance of certification requirements. Suspension normally has a maximum duration of 6 months and may result, among other reasons, from serious or persistent management system deficiencies, failure to carry out audits within the required timeframes, failure to implement corrective actions, misuse of the certificate or certification mark, contractual or scheme violations, significant unreported changes, failure to comply with new requirements, serious and substantiated complaints, serious statutory violations, failure to report significant events, unacceptable risks to impartiality or non-payment.

Suspension is formally communicated in writing, specifying the reasons, effective date, conditions for restoration and the deadline assigned. During suspension, certification is temporarily invalid: the client shall not represent itself as certified or use the certificate, certification mark or references to certification. TNV EUROPE updates the certification status in publicly available information and may conduct follow-up audits, including at short notice. Suspension does not automatically alter the certification cycle or the relevant deadlines.

12.2 Restoration of certification

Certification may be restored only after verification that the causes of suspension have been resolved. TNV EUROPE determines the verification method according to the nature and severity of the causes, through document review, objective evidence and/or an additional audit, including at short notice. If suspension is solely due to non-payment, restoration may be granted after the administrative situation has been regularized, subject to any additional conditions to be verified. Where the outcome is positive, restoration is formally communicated and certification regains validity from the specified date.

12.3 Reduction of scope

TNV EUROPE may reduce the scope where deficiencies concern specific activities included in the certified scope and those activities seriously or persistently fail to meet certification requirements. The decision is formally communicated to the client and results in the updating of the certificate and public information. The client shall amend all references to certification to reflect the revised scope.

12.4 Withdrawal of certification

TNV EUROPE withdraws certification when the conditions required for its maintenance no longer exist or when the causes of suspension are not resolved within the established timeframe. Withdrawal may be imposed, among other reasons, for serious, persistent or repeated management system deficiencies, failure to complete recertification within the applicable timeframes, permanent cessation of the certified activities, failure to comply with new requirements, serious or repeated contractual violations or breaches of the rules governing the use of certification, a formal request by the client, or other particularly serious circumstances. In the most serious cases, withdrawal may be imposed without prior suspension. The decision is formally communicated, stating the reasons and effective date. From that date, the client shall cease all use of the certificate and certification mark and remove all references to certification; TNV EUROPE updates the public information. To obtain certification again, a new application and the standard certification process are required.

12.5 Voluntary cancellation

The client may voluntarily cancel certification by written notice to TNV EUROPE, including where it does not accept changes to standards, these Regulations or fees, or for its own reasons. Voluntary cancellation results in termination of surveillance/recertification activities and withdrawal from the certification contract. The client shall cease use of the certificate and marks, remove all references to certification and settle all outstanding amounts. TNV EUROPE updates the certification status accordingly.

13. USE OF THE CERTIFICATE AND CERTIFICATION MARK

The client may use the certificate and any certification mark only within the limits of the scope, sites and standards stated on the certificate and in accordance with the rules communicated by TNV EUROPE. Any reference to certification shall be accurate and unambiguous and shall not imply that products, services, processes or sites not included in the scope are certified.

Certification shall not be used in a misleading manner, in documents inconsistent with the certified scope, on products or packaging in a way that suggests product certification, or after suspension, withdrawal, expiry or voluntary cancellation. TNV EUROPE may require immediate correction of non-compliant communications and take measures proportionate to the severity of the violation.

14. CLIENT RIGHTS AND OBLIGATIONS

14.1 Client obligations

The client shall:

- continuously comply with the requirements of the certification standard and these Regulations;
- provide complete, accurate and up-to-date information;
- make available relevant documents, records, personnel, premises, work sites, processes and suppliers;
- allow the presence of observers from the Certification Body, the Accreditation Body or other authorized parties, when required;
- maintain records of complaints received and actions taken;
- promptly communicate significant changes that may affect certification;
- comply with the agreed financial and contractual conditions;
- not use certification incorrectly or in a misleading manner.

14.2 Client rights

The client has the right to receive clear information on the certification process, to know the composition of the audit team, to submit justified objections concerning the team, to receive audit reports, to submit complaints or appeals, to have non-public information treated confidentially, and to be treated according to impartial and non-discriminatory criteria.

15. COMPLAINTS AND APPEALS

The client may submit complaints concerning the service received or appeals against certification decisions. Complaints and appeals shall be submitted in writing, stating the subject, reasons, references and supporting documentation.
TNV EUROPE handles complaints and appeals through personnel independent of the activities being challenged, records the handling process, communicates the outcome to the interested party and takes any necessary internal corrective actions. Submission of an appeal does not automatically suspend the effectiveness of the challenged decision, unless otherwise determined by TNV EUROPE or required by applicable statutory provisions.

16. CONFIDENTIALITY AND PUBLIC DISCLOSURE OF INFORMATION

TNV EUROPE treats as confidential all information obtained during the certification process, except where disclosure is required by law, accreditation requirements, competent authorities or contractual obligations. The client authorizes TNV EUROPE to make public the minimum information concerning certification status, such as company name, standard, scope, status, suspension, withdrawal or certificate expiry.
Where TNV EUROPE is required by law or accreditation obligations to disclose confidential information to third parties, the client is informed unless such notification is prohibited by applicable legislation.

17. REMOTE, MULTI-SITE AND SPECIAL AUDITS

17.1 Remote or blended audits

TNV EUROPE may use remote auditing techniques or blended audit methods where permitted by the applicable scheme and where technical, operational and risk conditions allow sufficient audit evidence to be obtained. The client shall ensure an adequate connection, availability of documents, access to information systems, the possibility of interviewing personnel and protection of confidentiality.

17.2 Multi-site organizations

For multi-site Organizations, TNV EUROPE assesses the applicability of sampling and defines the audit programme according to the applicable criteria. The client shall demonstrate that the sites operate under a single management system, with central control, internal audits covering all sites and an overall management review of the system.

17.3 Special audits

TNV EUROPE may conduct special audits within the certification cycle, with the reason communicated to the client, particularly following significant complaints or appeals, significant changes within the Organization, suspension of certification, the need to verify implementation and effectiveness of corrective actions, issues arising during the granting of certification, or for restoration purposes.

In the event of significant complaints, significant changes or suspension, the audit may be conducted without notice or at short notice. Unjustified refusal of a special audit may result in initiation of suspension. The costs of additional verification activities shall be borne by the Organization, except those arising from complaints or reports, which are charged to the client only where they are substantiated.

18. AMENDMENTS TO THE REGULATIONS

TNV EUROPE reserves the right to amend these Regulations in the event of updates to standards or regulations, accreditation requirements, organizational changes or needs relating to improvement of the certification process. Amendments are communicated to certified clients or made available through TNV EUROPE's official channels.
The client shall comply with applicable amendments within the communicated timeframes. Failure to comply may result in measures affecting certification according to the severity of the situation.

19. REFERENCED ANNEXES AND FORMS

These Regulations may be supplemented by procedures, operating instructions, contractual forms, rules for use of the certification mark, scheme documents and official TNV EUROPE communications. Where applicable, such documents form an integral part of the certification conditions accepted by the client.

20. CONTRACTUAL TERMS

Contractual conditions are governed by the provisions specified in the dedicated document TNV_02 Contract-Quotation.

21. DATA PROTECTION AND PRIVACY

TNV EUROPE ensures that all confidential information obtained during certification activities is treated with the utmost confidentiality, except where otherwise required by law and by the rules of accreditation and certification bodies.

TNV EUROPE is also aware of its responsibility to ensure the protection of proprietary information and any other material and/or documentation that may constitute the intellectual property of organizations, such as patents, know-how, designs, prototypes, trade secrets and financial information (except publicly available information), which internal and external personnel may become aware of during the performance of certification activities.

The information obtained shall be processed in accordance with EU Regulation 679/2016 and shall be used exclusively for the performance of the assigned activities.