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# Certification Regulations for management systems

These regulations are an integral part of the certification contract

Version 4

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With ProCert, you are committed to a professional, competent, loyal and impartial partner with **high quality standards**.

With you, ProCert invests in a lasting and trustworthy business relationship, whose objective is the **continuous improvement of your management system!**

# 1. Introduction

## ProCert in brief

Since 1997, ProCert SA has been accredited by the Swiss Accreditation Service (SAS) as a certification body for management systems and products.

ProCert and its local representatives are private companies, totally independent of any group and any consulting activity.

ProCert applies the same procedures and processes to all its subsidiaries and representations worldwide.

ProCert thus provides you with the assurance of total neutrality and independence, as well as pragmatism, added value and very high competence.

Thanks to IAF's multilateral mutual recognition agreements, a ProCert certification ensures international recognition.

## Objectives of this document

Knowledge of and compliance with the audit procedures and regulations required to achieve and maintain management systems certification.

Ensure good collaboration for the continuous development of your management system and skills.

## Why this document?

This document is an integral part of the certification contract and gathers all the necessary and useful information for a successful collaboration within the framework of a management system certification mandate. Feel free to contact your lead auditor or contact person if you have any questions (see box below).

## Basis for collaboration

A certification contract is established for each mandate assigned to ProCert. This document is an integral part of the certification contract for all management system standards<sup>1</sup>.

<sup>1</sup> BRC and IFS included, under product certification accreditation

## Terms and definitions

The world of certification has a specific vocabulary. Please refer to the Collaboration Guide for more information.

For the sake of simplicity, the masculine gender is the generic form used in these Regulations

## Your ProCert contacts

**Contact person:** he manages your mandate with ProCert and is at your disposal. He is part of ProCert's market management and knows your business.

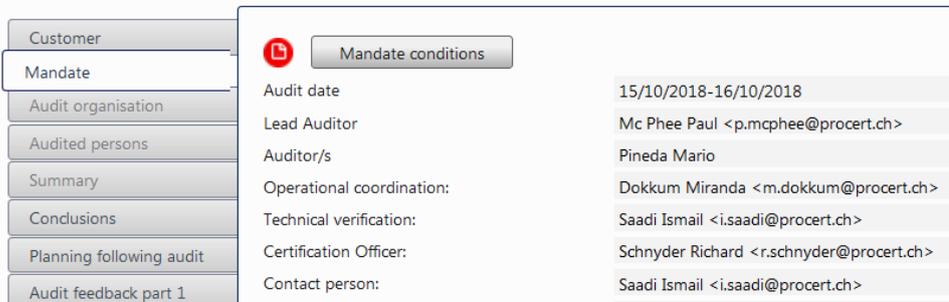
**Lead auditor:** he is in contact with you throughout the process. He audits you in a constructive, open, competent and neutral way. Our auditors know your industry.

**Auditor:** he is part of the audit team, if other auditors are used. He or she is involved in the audit, under the direction of the lead auditor.

**Operational coordination:** he is involved in the verification and follow-up of your mandate, until the report and certificates are sent.

**Certification Officer:** this person is in charge of certification.

**Where to find them?** In the ProCert portal, under the "Mandate" tab.



Customer	Mandate conditions
Mandate	Audit date: 15/10/2018-16/10/2018
Audit organisation	Lead Auditor: Mc Phee Paul <p.mcphee@procert.ch>
Audited persons	Auditor/s: Pineda Mario
Summary	Operational coordination: Dokkum Miranda <m.dokkum@procert.ch>
Conclusions	Technical verification: Saadi Ismail <i.saadi@procert.ch>
Planning following audit	Certification Officer: Schnyder Richard <r.schnyder@procert.ch>
Audit feedback part 1	Contact person: Saadi Ismail <i.saadi@procert.ch>

If you have any suggestions or complaints, you can contact our QMS/Accreditation team at [quality@procert.ch](mailto:quality@procert.ch) at any time.

## 2. ProCert Portal

All mandates are executed through our ProCert Portal.

### How to access it?

You can access it through the ProCert website: [www.procert.ch](http://www.procert.ch)

[News](#) [News Subscription](#) [Career](#) [Offer request](#) [Contact](#) [Your question](#) [ProCert Portal](#) [Privacy statement](#)

Search name   [DE](#) [FR](#) [IT](#) [EN](#)

In addition, the **ProCert Portal Guide** explains each feature of the portal. It can be found directly in the ProCert Portal, under *Documentation*.

### What is the purpose of the ProCert Portal?

The ProCert Portal is a secure direct individual interface, which guarantees the necessary confidentiality, in accordance with our privacy policy.

You have unique access to all your audits and mandates.

You can access your past, current and future mandates, as well as your reports, certificates and documents at any time.

It allows you to interact with your lead auditor. The documents are loaded in a specific section, easily accessible.

You can create different types of reports in PDF format, print them and save them. It is possible to export your audit findings to an Excel table.

#### Before the audit

##### Evaluation of the recommendations

You assess the relevance of any recommendations from the last ProCert audit

##### Loading documents

You upload your documents from your management system into the portal for each mandate

##### Access to the audit plan

You have access to the audit plan and can modify it if necessary (not possible for a non-announced audit)

#### After the audit

##### Establishment of action plans

You manage your action plans in case of non-conformities

##### Next unannounced audit

You can decide whether you will register for a future unannounced audit, proposed and/or requested by some standard owners

##### Feedback to the audit

You can provide feedback immediately after the audit and at the end of the mandate

#### Between audits / throughout the year

##### Access to mandates, reports and certificates

You can access the finalized mandates with reports and certificates

##### Access to ProCert documents

You have access to these rules, the collaboration guide and other useful documents

##### Confirmation of contractual parameters

You can confirm the important parameters to remain in compliance with the certification rules (not for all standards).

### How is the process of an audit mandate managed?

Each audit mandate is processed according to clearly defined steps, where the end of one step is the condition for the start of the next step.

By clicking on the **Finalize process step** button, the next process step is activated.

To complete a step, a predefined message template is automatically generated and can be adapted. This can be sent as an email to the predefined address. The **ProCert Portal Guide** provides more details.

### 3. Audit and certification process

As part of the audit and certification mandate you have given us, we must jointly organise the audit and our collaboration arrangements. This requires compliance with certain procedures of our process, which we explain below.

#### In a nutshell

This chapter helps you to easily find yourself facing the different steps of collaboration below:

- before the audit
- during an audit and
- after the audit.

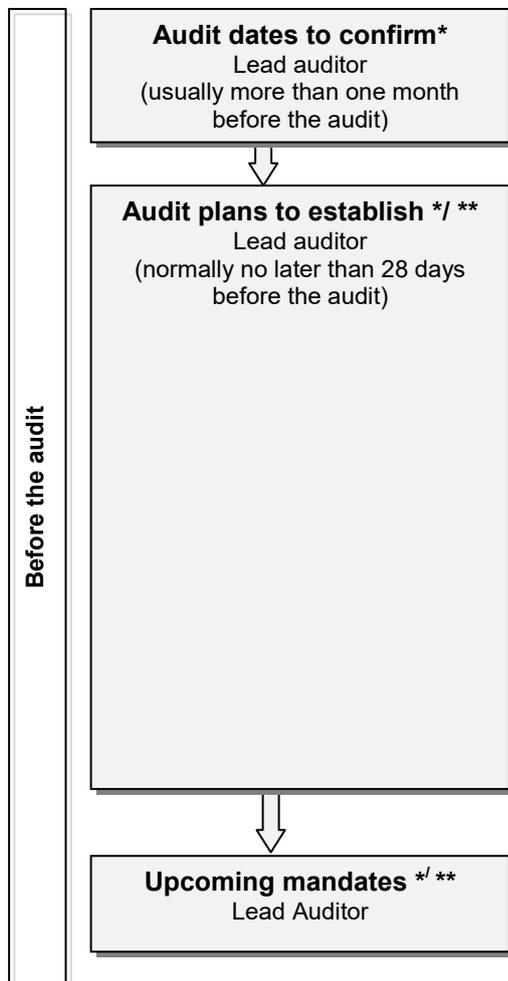
#### How to make our collaboration a success?

Please also consult the key document: *Collaboration Guide*.

#### Steps in the ProCert Portal

Responsibilities and deadlines

#### Rules and good practices for collaboration



The lead auditor contacts you by phone, Portal message or email to arrange with you and confirm the date of your audit.

For **unannounced audits**, we ask you to consult the *Collaboration Guide*.

The lead auditor asks you for the documents of your management system (see *Collaboration Guide*). Please upload your documents to the Portal in the protected area under folder **4 Client documents**.

The auditor prepares for the audit on the basis of your documents (document study) and sends you a draft audit plan or develops with you the organization of this audit plan (not applicable for unannounced audits).

The lead auditor sends you a message with this content:

1. Request to download the audit plan under **2 Correspondence & Audit plans** and communicate it in your organization to ensure the presence of the audited parties.
2. Requests to complete the audit plan with the persons to be audited and to modify the audit plan if necessary, in order to ensure that the planned schedules are respected and that management is present at the opening and closing meeting (especially for BRC).
3. Load the completed audit plan into the portal in the **4 Client Documents** folder. You can upload documents only in this folder.
4. If you have modified the audit plan, you must send a message through the ProCert Portal (**Message** tab) to the lead auditor.

The lead auditor is also available to discuss this by phone

The preparation for the audit is complete. On the day of the audit, the status moves to the next step: **Audit findings to establish**.

#### Legend :

\* Dates not visible for unannounced audits

\*\* Audit plan not accessible for unannounced audits



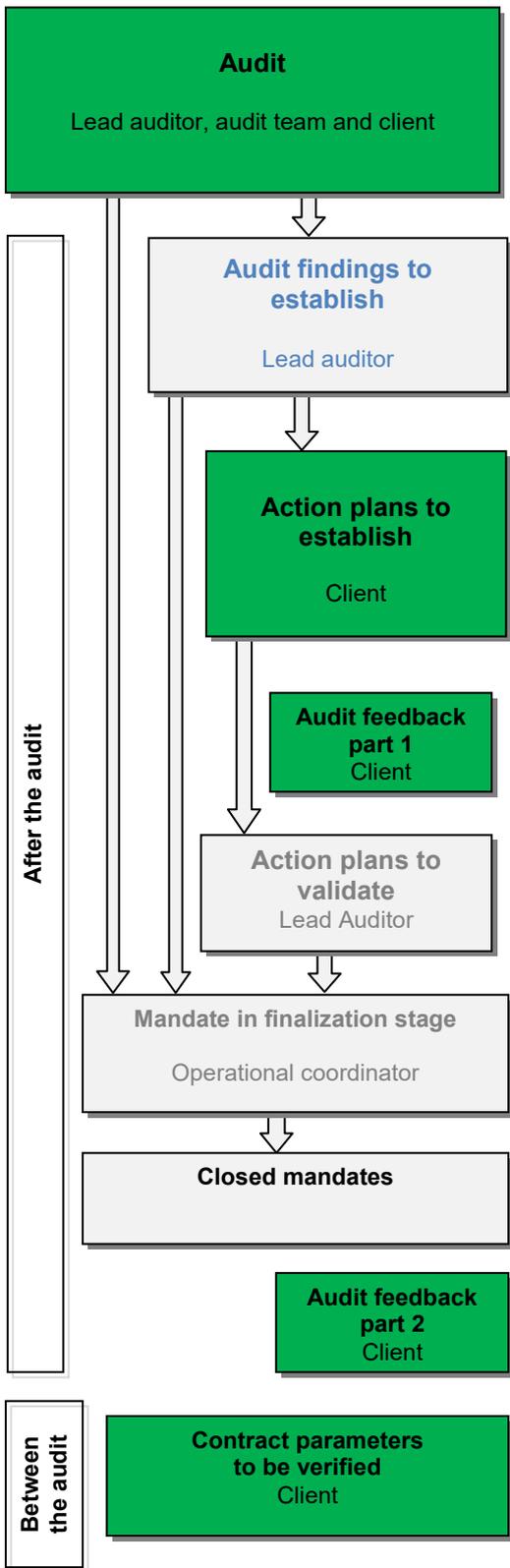
#### Have you thought about informing us of important changes and product withdrawals/recalls?

Any certified organization must notify its certification body of major changes (e. g. new product, site transformation, change of ownership, incident) and recalls/withdrawals during the certification period.

ProCert will have to study each reported case, perhaps ask you for additional information and decide whether or not to carry out an additional audit. Study these conditions carefully to ensure that your certification is maintained (see Chapter 4).

**Steps in the ProCert Portal**  
Responsibilities and deadlines

**Rules and good practices for collaboration**



Each audit begins with an **opening meeting** and ends with a **closing meeting**. A checklist (see *Collaboration Guide*) is used by the lead auditor at both meetings. It contains all the information necessary for the proper conduct of the audit. **It therefore concerns you directly**. Important information has been added. The report will be available to you on the first day of the audit (except for the Summary section).

The lead auditor will send you a message as soon as he has recorded the audit findings.

In case of non-conformities, we ask you to prepare action plans create and implement corrections (for certain standards) within 14 days. The specific requirements of certain standards must be respected (see *Collaboration Guide*).

You can assess your satisfaction with the performance of the auditor(s) which will be taken into account by the auditor himself and the market management.

The lead auditor validates your action plans to address non-conformities and corrections (for certain standards). This is then released by ProCert. In the event of incomplete or incomprehensible information, he will ask you to review your action plans or corrections if necessary. He will also contact you if, during ProCert's verification, changes were made to the non-conformities.

From this step on, you are no longer directly involved in a specific task to be performed. The operational coordinator takes care of the final steps of the process, such as conducting the certification act and finally terminating the mandate by sending the audit report etc..

You have access to the finalized mandates through the ProCert Portal. You can print your reports and download your certificate.

You can evaluate your satisfaction on the mandate given to ProCert. This information will be used to improve our services and the skills of our auditors.

For some standards, it is useful and necessary to regularly update the contractual parameters in order to remain in compliance with these standards. See the *Collaboration Guide*.

**Legend**

- Your task
- New
- For information

**⚠ When will you receive your finalized audit report and, if applicable, your certificate?**

If all stakeholders meet the deadlines (including you, for the action plan), the process ends no later than 45 days after the last day of the audit, depending on the standard and type of audit.

For BRC, IFS and FSSC 22000 the procedure must be completed within 42 days.

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## 4. Conditions for maintaining certification

### ❗ Have you thought about announcing any significant changes?

Failure to do so may lead to a suspension of a certification and/or additional costs. Please observe these conditions for maintaining your certification carefully.

In case of doubt, please contact us via [quality@procert.ch](mailto:quality@procert.ch) or contact your ProCert contact person.

#### For BRC, IFS and FSSC 22000 clients:

We ask you to work closely with ProCert to update and confirm the contractual parameters between audits to ensure compliance with the requirements of these standards. This step is integrated into the ProCert Portal. The *Collaboration Guide* explains this feature to you.

### ❗ Information to be transmitted immediately to ProCert (non-exhaustive list):

**Extension or reduction** of the scope of certification: significant changes in activities, other activities, new product lines, new product families.

Significant increase in the number of employees (>20%)

Change of address and/or organizational and/or legal and/or new name

New (production) sites

New management

Buyouts, mergers, etc.

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### Validity of the certificate

The certificate is valid for 3 years (1 year for BRC and IFS), under the following conditions:

- a) the client must ensure the maintenance of a management system (MS) in accordance with the corresponding standard (this implies in particular adapting its MS to a new version of the standard within a time limit accepted by the competent authorities),
- b) the client must inform ProCert immediately of any significant change (see box)
  - of its activities, including termination
  - of its organization
  - of its management
  - of his management system,
- c) the client must keep records of complaints against his MS, as well as their processing,
- d) the client's MS will be subject to annual surveillance audits by ProCert, the plan of which is drawn up by the designated lead auditor (not applicable for BRC and IFS). The client collaborates with the lead auditor to set audit dates,
- e) the client cooperates in unannounced surveillance audits,
- f) notified non-conformities must be **processed and rectified** within the prescribed time limits,
- g) the client must accept on site the presence of ProCert auditors and observers involved in the accreditation process. The client must provide access to all areas of the organization and records related to the MS and clients,
- h) the client pays the invoice within the time specified on the invoice,
- i) the client for BRC, IFS and/or FSSC 22000 shall cooperate closely when confirming contractual parameters between audits.

Failure to comply with conditions (e) to (i) may result in immediate suspension of the certificate. If the suspension cannot be lifted within 3 months from the date of suspension, the certificate shall be withdrawn.

A certificate may be withdrawn by ProCert if the client incorrectly presents important contract parameters, or

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### Obligation to provide information

The BRC, IFS or FSSC 22000 client is required to inform ProCert **within 3 working days**:

- a) the client must inform ProCert immediately of any significant change (see box)
  - of its activities, including termination
  - of its organization
  - of its management
- b) any change that may affect its ability to comply with certification requirements (e.g. recalls, product alerts, etc.)
- c) all situations relating to food safety and product legality, e.g. any legal proceedings with the authorities and their results related to food safety and/or quality, which affect the ability of the food safety management system to continue to meet the requirements of the standard.
- d) in the case of a product recall, detailed information must be provided. ProCert must inform some standard owners about product recalls and provide information on actions taken (e. g. on-site audit or certificate suspension).
- e) major operational threats and continuity problems (earthquake, fire, flood, tsunami, force majeure, etc.) related to food safety and/or quality, which affect the ability of the food safety management system to continue to meet the requirements of the standard.

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### Review of these changes and information by ProCert

ProCert reviews the reported changes and other information transferred, decides on the importance and consequences of compliance with the requirements of the standard and concludes if further additional activities are required.

ProCert also decides whether changes in the scope of certification should be granted. If granted, the current certificate will be replaced by a new certificate using the same expiry date as indicated in the original certificate.

ProCert informs the client of the estimated amount to process this case, if necessary. These costs are borne by the client.

ProCert will evaluate the organization's corrective actions after the recall or withdrawal and determine the consequences or actions necessary to maintain certification.

BRC, IFS and FSSC 22000: ProCert regularly informs standard owners about the status of certification.

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### **Complaints triggered by BRC, IFS and FSSC 22000 standard owners**

The client is obliged to collaborate with ProCert to analyse and process any complaints made by the holders of the standards.

The client must submit all necessary information and accept a possible on-site audit to respond in a timely manner to the standard owner.

ProCert informs the client of the estimated amount to process this case, if necessary. These costs are borne by the client.

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### **Changes in the register of certified organizations**

The client's registration in the ProCert Register of Certified Organizations and other registers will be updated accordingly.

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### **Suspension and withdrawal of the certificate**

In the event of non-compliance with the deadlines for dealing with notified non-conformities or significant changes in activities, organisation and/or management, certification may be temporarily suspended or completely withdrawn. The conditions for suspension and withdrawal are described in writing.

ProCert reserves the right to suspend the certificate after a final reminder with a maximum of 5 working days. The maximum period of suspension is 6 months (if no other conditions defined by the standard owner). After this period, the suspension is lifted or the certificate is withdrawn (in the case of a valid certificate).

In the event of non-compliance with the above conditions, termination of the contract, as well as misuse of the certificate, the ProCert logo or the standard logo, the certificate is withdrawn.

A certificate can also be withdrawn by ProCert for these reasons, for example:

- a) failure by the client to comply with ProCert's instructions, as well as following a claim made by a third party,
- b) lack of collaboration following a regular audit or other audit (e.g. failure to submit the action plans following several reminders),
- c) refusal to cover the specific costs of processing these cases,
- d) non-payment of the invoice
- e) major deficiencies during the audit (also according to standard owner),
- f) refusal to receive the auditor in the context of a non-announced audit.

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### **Use of ProCert certificates and logos**

The client is authorized to use the ProCert certification logo on his letterhead or advertising documents, under the following conditions.

- a) the logo shall only be used within the scope of the certification,
- b) the logo must not be used on a product or its packaging (in case of doubt, the client may freely consult ProCert),
- c) the design of the logo must not be modified,
- d) advertising for certification must not be misleading, must not compromise public confidence in certification and must be adapted in the event of a reduction in the certified scope.

For BRC and IFS, the client must contact the standard owner to access the logos.

Failure to comply with these conditions, as well as any misuse of the certification, may result in the withdrawal of the certificate. The right to use the logo expires upon withdrawal or non-renewal of the certificate (a maximum period of three months is permissible for documents already printed (not valid for BRC, IFS and FSSC 22000)).

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## 5. General conditions of collaboration

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### Initial certification and surveillance audits

The initial certification audit according to a new standard takes place with a stage 1 and a stage 2 audit. Exceptions are only possible for certain standards, which do not require an initial certification in 2 stages. The stage 2 audit takes place 6 months after the stage 1 audit at the latest.

The first surveillance audit after the initial certification must be carried out within 12 months (from the date of certification), any further annual surveillance must be carried out within a tolerance of +/- 3 months with respect to the date of certification (but at least 1 audit per calendar year).

For the standards of the BRC and IFS family, specific rules on validity as well as on the procedure for maintenance apply. These are included in the respective BRC and IFS standards.

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### Confidentiality and privacy statement

ProCert undertakes to treat in complete confidentiality the information to which it has had access relating to its clients. This also includes photos taken by ProCert and audio and video recordings (remote audit). The protection of personal data is regulated in the privacy statement declaration on the ProCert website. ProCert has the necessary infrastructures in terms of IT security and data protection.

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### Impartiality

In order to guarantee its impartiality, ProCert does not carry out any management system consulting activities. A panel composed of representatives of ProCert's external and internal stakeholders regularly monitors all ProCert's activities in order to avoid or mitigate situations that compromise ProCert's impartiality.

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### Certification contract

A certification contract is established for each mandate assigned to ProCert. The contract remains valid until the end of the validity of the certificate.

The certification contract is updated only if the modification of one or more contractual parameters (basis for the calculation of the audit duration and for the auditor's assignment) leads to a modification of the on-site audit duration.

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### ProCert News

The client automatically receives important information on the standards related to his mandate with ProCert.

This may include transfer conditions on a new version of the standard and resources, such as seminars/webinars on topics related to this standard.

For subjects not related to the mandate, the client can subscribe to ProCert News (see ProCert website).

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### Audit team

The planned or provisional audit team is mentioned if possible when the contract proposal is made. The client is free to reject a proposed auditor (or expert), without giving reasons, provided that ProCert has another qualified and available auditor. The client must accept any costs of transferring the mandate to another auditor, if the modification is made shortly before the scheduled audit, or accept a postponement of the audit, if the standard allows it.

If not, the client must accept that ProCert cannot execute this mandate.

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### Rates and duration of the audit

ProCert's rates are fixed per time unit. The minimum time spent on certification activities is set as part of the standards, in particular for on-site or remote audit. Only sufficient time allows to ensure a complete audit with an audit depth to assess the compliance of the management system.

An audit day normally corresponds to 8 hours on site and should not exceed 10 hours on site and 18 hours over two days (without meals). Audits with a duration of 20 hours are to be carried out over 2.5 days.

For multi-site certifications, the time required is estimated in accordance with IAF MD 5 guidelines - in addition to the requirements of ISO TS 22003 in the case of ISO 22000 certification.

For the transfer of a certification from another certification body, the IAF MD 2 document is applicable.

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### Travel and accommodation expenses

Depending on the country and market, these costs are included or excluded. This is specified in the contract.

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### Validity of the certificate

Under no circumstances may a certificate be awarded with retroactive effect. A certificate cannot be extended.

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### Integrity and quality assurance program from standards owners

ProCert and the client are required to cooperate and comply, where applicable, with integrity and quality assurance programs. Standard owners may conduct control audits without the presence of the lead auditor: in this situation, the standard owner does not allow ProCert to contact the client.

If possible ProCert tries to participate in these on-site control audits at own expense, if the standard holder allows it. In the event of insufficient results during a control audit, the standard holder is entitled to invoice the client for his fees.

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### Unannounced audits

The objective of unannounced audits is to ensure the continuous operation of the management system. ProCert's stakeholders are not authorized to provide information on the precise dates of unannounced audits, neither to the client nor to any other party, except to the standard owner.

A fraudulent attempt by a client to access this information on the exact date may lead to termination of the contract and withdrawal of the certificate.

The client undertakes to read the rules of the standard owner in order to respect the constraints in the audit window and the blocked periods. Failure to comply with these conditions may lead to the mandate being cancelled.

The audit procedure is interrupted or stopped if it is impossible to conduct the audit due to the client's fault, for example the audit cannot or only partially be carried out, although the audit date has not been blocked by the client.

The audit must be completely redone in the event of an interruption or stoppage of the audit. The resulting fees and additional costs are invoiced to the client.

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### Termination of the contract or postponement of the audit shortly before the audit

In the event of termination of the contract or postponement of the audit shortly before the audit by the client, ProCert reserves the right to charge an indemnity to the following extent:

- between 29 and 11 working days before the scheduled audit: 30% of the agreed service
  - between 10 and 3 working days before the scheduled audit: 60% of the agreed service.
  - from 2 working days or less before the scheduled audit: 75% of the agreed service.
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### Audit stop

An audit can be stopped by the client if he considers that the audit cannot be completed in good conditions.

An audit stop is possible in case of excessive non-conformities and/or depending on the nature of the non-conformities.

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### Repetition of the audit

ProCert may decide on the need to repeat in whole or in part an audit provided for in the contract in the following cases:

- a) excessive number and/or nature of non-conformities,
- b) termination of the audit due to serious deficiencies,
- c) no production audit (especially for BRC, IFS and FSSC 22000),
- d) more than 6 months between stage 1 and 2 of a certification audit,
- e) a period of more than 3 months for the settlement of major non-conformities.

This applies to any type of audit: stage 1 or 2 of initial certification, surveillance or recertification. For BRC, IFS and FSSC 22000 specific rules apply.

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### Appeals and complaints

Appeals against ProCert's decisions and complaints have to be addressed in writing to the relevant ProCert Market Director or to [quality@procert.ch](mailto:quality@procert.ch). Appeals and complaints are handled according to a specific procedure. In the event of disagreement, the appellant may apply to the general management, which decides in the final instance.

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### Termination and extension of the contract

The contract lapses at the end of the certificate's validity, or it is automatically extended, if mentioned in the contract.

A termination by the client leads to a withdrawal of the certification within 3 months after the termination, if the audit in the current year is no longer performed.

The client loses all rights to communicate and display the certification. The client confirms this decision in writing.

In addition to the conditions listed in Chapter 4, ProCert may unilaterally terminate the contract at any time (even before certification) if the customer does not cooperate sufficiently with ProCert, for example in the following cases:

- a) the action plans are not processed and submitted despite repeated requests from the client,
  - b) the contractual parameters do not correspond to reality,
  - c) the basis of trust for successful cooperation is not (no longer) given.
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### Legal reservation

A certification is based on a random sample. Problems that were not identified during the audit cannot be used against ProCert to challenge a certification or evaluation of the standard. The rules in the standards are applicable for all rules not set out in this regulation.

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### Publication

The directory of organizations certified by ProCert is published on the Internet. The client is deemed not to object to this publication. He also accepts a direct publication of online certificates. ProCert is required to forward audit reports and certificates to the standard owner, in accordance with the requirements of the specific protocols.

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### Invoicing and reminder

The invoice is issued once the service is completed, even if the client does not submit his action plan on time. However, it is possible to issue an invoice for a partial amount before the mandate commences. Any additional costs are not detailed in the invoice (available on request).

The invoice is payable within 30 days of the invoice date.

A reminder fee is added from the second reminder. Failure to pay the invoice may lead to a temporary suspension of the certificate (see Chapter 4).

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ProCert reserves the right to refuse any new mandate in the event of delay in payments until the accounts receivable have been fully settled.

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#### **Law and place of jurisdiction**

Swiss law is applicable. The place of jurisdiction is the registered office of ProCert AG in Bern.

#### **Archiving documents**

Documents relating to a certification are archived for a period of 5 years after the end of the contract.

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## **6. History of versions**

<b>Version</b>	<b>Modifications</b>
4	See text passages in violet
3	See text passages in blue
2	Version 2 from 01.01.20
1	New version by replacing ProCert sheets 2, 3 and 5