1. **General information**
SUN CERT issued these regulations in accordance with the requirements of RENAR - The National Accreditation Body - and the requirements of ISO/IEC 17021-1:2015 Conformity assessment - Requirements for bodies providing audit and certification of management systems. Part 1: Requirements, ISO/TS 22003:2013 Food safety management systems - Requirements for bodies providing audit and certification of food safety management systems and ISO/IEC 27006:2013 Information technology - Security techniques - Requirements for bodies providing audit and certification of information security management systems.

2. **Purpose**
Certification Body SUN CERT provides independent services of third party audit and management systems certification in accordance with the following standards:
ISO 9001:2015 Quality management systems. Requirements
ISO 14001:2015 Environmental management systems. Requirements and guidance for use.
OHSAS 18001:2007 Occupational health and safety management systems. Requirements
ISO 45001:2018 Occupational health and safety management systems. Requirements and guidance for use
ISO 22000:2005 Food safety management systems
ISO 27001:2013 Information security management systems.
ISO 37001:2017 Anti-bribery management systems. Requirements and guidance for use.
ISO 50001:2011 Energy management systems - Requirements with guidance for use
SRS 7000:2012 Social responsibility management systems – company standard and other standards for which SUN CERT will be able in the future to offer certification services.

3. **Confidentiality**
SUN CERT, by means of legally enforceable agreements, has implemented at all levels of its organization (including committees, bodies or persons that act on its behalf) a confidentiality policy concerning information obtained in the course of its certification activities. All information provided by a client is confidential, except for that made public by the client.
In this regard, SUN CERT provides upon request to any interested party only information about certifications granted (organization name, location, scope of certification and the certificate number, including the certificate validity).
No other information regarding a certain client or a certain person will be disclosed to a third party without the written consent of the client.
Exceptional situations from the ones mentioned above:
-when SUN CERT is legally enforced to disclose legal information to a third party, the client will be prior notified about disclosed information, other than where relevant legislative requirements specify to the contrary.
-SUN CERT may disclose confidential information about a client to the accreditation body according to the agreement between the two parties when the accreditation body is performing the assessment of the certification body and requires evidence of certification decision for that client. SUN CERT is disclosing this information to the accreditation body assessors without prior special consent of the client.

4. **Impartiality**
SUN CERT top management maintains the assumed commitment regarding the impartiality of its certification activities. The impartiality policy assumed by top management is publicly available via the SUN CERT website (www.suncert.ro).
SUN CERT identifies, analyses and documents all potential conflicts of interest coming from certification activities. Such information is available to the Committee for safeguarding impartiality.
SUN CERT internal or external personnel perform its activity with impartiality and do not allow financial or any other kind of pressure to compromise its impartiality.
Access to SUN CERT certification activities is free and non-discriminatory and it is not conditioned by the organization size of the client or by its group or association membership.
SUN CERT does not provide internal audit or consultancy activities for applicants requesting certification.

5. **Legal and contractual matters**
The certification activities are provided based on a legally enforceable agreement between the certification body and its clients. SUN CERT can be held legally responsible for all its certification activities and its decisions regarding the certification.
The certification agreement does not substitute the authority registration, where applicable, and certification audit and certificate of conformity do not substitute official inspections and controls, including the ones for food safety; certification audits (regardless of the audit type - initial, certification, surveillance, recertification, special audit) do not substitute other official controls (control programs carried out by competent authority, food safety inspections).

Certification audits are not legislation compliance audits. Certification means compliance of management systems with the reference standards and by default satisfying all legal and regulatory requirements applicable to the organizations scope, but their implementation rests fully to the organization.
SUN CERT does not take responsibility for any of the client’s implications or actions resulting from legal nonconformities/requirements of which he is directly responsible, including any action taken as a result of the audit, resulting in the clients’ legal or financial collapse.
Certification granted by SUN CERT does not absolve the organization of its legal and contractual liabilities regarding its provided products and/or services.
Contractual liabilities remain valid if the organization initiates the certification process within six months from the certification contract signing date. If this period is overdue the certification application will be filled in again and if
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changes occur the certification body is entitled to change contractual liabilities through addendum to the contract.

6. General requirements for applicants
To initiate a management system certification, the applicant must:
- have implemented a management system in accordance with the reference standard for at least three months;
- have performed an assessment of its management system by conducting an internal audit taking into consideration all the areas and all the processes of the organization;
- have performed a management review to ensure the continuing suitability, adequacy and effectiveness of its management system;
- agree these general regulations.

7. Certification Application
When receiving an application SUN CERT requires an authorized representative of the potential client to fill in the certification application to establish the following:
- the desired scope of the certification;
- relevant details of the applicant organization as required by the specific certification scheme, including its name and the address(es) of its site(s), its processes and operations, human and technical resources, functions, relationships and any relevant legal obligations;
- identification of outsourced processes used by the organization that will affect conformity to requirements;
- the standards or other requirements for which the applicant organization is seeking certification;
- whether consultancy relating to the MS to be certified has been provided and, if so, by whom.

For Food Safety Management System according to ISO 22000 certification, through Annex 3 on The Certification Application, the organization provides detailed information about product lines and number of HACCP plans. For this certification scheme SUN CERT uses Annex A of ISO/TS 22003:2013 Standard to define the scope requested by the client (according to the cluster, category and subcategory of food chain fitting the organizations activities). The client shall not exclude activities, processes, products or services from the scope of certification when those activities, processes, products or services can have an influence on the food safety of the end products as defined in the scope of certification. SUN CERT will not accept such exclusions.

8. Application review
SUN CERT will conduct a review of the application to ensure that:
- the information about the applicant organization and its MS is sufficient to develop an audit program;
- any known difference in understanding between SUN CERT and the applicant organization is resolved;
- SUN CERT has the competence and ability to perform the certification activity;
- the scope of certification sought, the site(s) of the applicant organization’s operations, time required to complete audits and any other points influencing the certification activity are taken into account (language, safety conditions, threats to impartiality, etc.).

After application review, the application is accepted or declined. If the application is accepted a technical and commercial offer containing all certification details will be issued to the client. If the application is declined the reasons for declining shall be documented and made clear to the client.

The certification body can decline an application in the following situations:
- when a conflict of interest could compromise the impartiality of the certification body decision;
- non-compliance or failure to comply with a legal or regulatory scope requirement (for example the applicant does not have the necessary authorization or license for that scope);
- impossibility to perform the audit due to geographical location or if there are risks concerning physical integrity of the audit team;
- the certification body does not have qualified technical personnel to satisfy the clients requirements;
- the application is outside the accreditation standards and/or certification schemes scope;
- failure to satisfy the requirements of the clients who want certification transfer from another certification body (major nonconformities issued by the previous certification body, previous certification is no longer valid, the previous certification was not accredited);
- prior fraud or breaking of law committed by the organization or its representatives in connection with activities to be certified;
- deliberate actions of the applicant organization determining severe events during the previous two years bringing doubts on its good practice or good faith (events with severe implications on the quality of the products/services, on the consumers’ health or on the environment);
- major financial insecurity of the applicant organization.

9. Contract closure
If the certification offer is accepted by the client the contract will be signed on a three years’ validity period; these regulations will be added as addendum to the certification contract.

When signing the certification contract the organization will submit to the certification office the registration certificate with its addendum revealing its scope and sites and copies of licenses and authorization where applicable.

The certification agreement presumes the following stages:
- Initiating certification;
- Maintaining certification (surveillance activities).

Certification audit is based on a limited sample, which does not guarantee 100% management system compliance with the requirements of the reference standard.

10. Initiating certification
10.1. The audit programme for the full certification cycle
The audits must be performed in periods in which the organization is operating a significant number of production lines, product categories or activities regarding the
certification scope. The organization is responsible for ensuring it. The organization must inform SUN CERT if any part of the audit must be performed by electronic means or the site is virtual, in order for SUN CERT to assign qualified audit team members, to plan these activities and to provide necessary conditions. If the organization has implemented an Integrated Management System (quality-environmental, quality-food safety, environmental-quality-OHSAS etc.), SUN CERT can perform integrated audits.

Taking into consideration all the above mentioned, SUN CERT will develop an audit programme for the full certification/recertification cycle in order to clearly identify the necessary activities and to demonstrate that the client’s management system fulfils the chosen standard requirements. The audit programme for the full certification/recertification cycle shall cover the complete management system requirements and shall be develop in accordance with the information declared by the client in the certification application.

The audit programme is developed taking into account that during the certification or recertification audit the entire scope of certification shall be assessed and during the surveillance audits the scope of certification shall be sampled, so that during a 3-year certification cycle all activities from the scope of certification shall be assessed. The audit programme is submitted to the client 7 to 14 days before stage 1 audit in order to inform the client about the audit team members and the estimated date of performing both certification and surveillance audits. The organization shall analyse the assigned audit team and if any conflict of interests or other problem is noticed it will announce in due time the certification office so that the right actions to be taken. The organization has the right to decline once the audit team or one of its members, in writing and justified, within three days’ period from the audit programme submission. If no answer is received within the same period, SUN CERT shall consider that the audit team was accepted by the client.

The audit programme may be revised during the cycle of certification depending on the availability of audit teams and organizational performance data.

10.2. Stage 1 audit

The stage 1 audit shall take place at the site(s) of the client according to the stage 1 audit plan prepared by the certification office and sent to the client for acceptance, usually 7 calendar days prior to the planned date. The organization must send to the certification body or to the stage 1 assigned audit team leader, after prior advising, the management system documentation (mandatory documented information required by the reference standard).

The stage 1 audit shall be performed in order to:
- evaluate the conformity of the client’s management system documentation against the requirements of the standard(s);
- evaluate the client’s site-specific conditions and to undertake discussions with the client’s personnel to determine the preparedness for stage 2;
- review the client’s status and understanding regarding requirements of the standard;
- obtain necessary information regarding the scope of the management system, including applicable statutory and regulatory requirements, relevant authorizations;
- plan stage 2 and to review the allocation of resources for stage 2 and agree the details of stage 2 with the client;
- evaluate if the internal audits and management reviews are being planned and performed, and that the level of implementation of the management system substantiates that the client is ready for stage 2;
- confirm the scope of certification as it was documented in “Client application” and certification agreement;
- confirm the level of integration for integrated management systems.

The stage 1 audit shall take place only if the client has accomplished its payment obligations due to first year of certification cycle.

The stage 1 audit conclusions will be presented to the client at the closing meeting. If any differences from the requirements of the reference standard are identified, they will be noted in Assessment findings log and organization’s plan for corrections and corrective actions; the plan for corrections and corrective actions of the assessed organization shall be submitted to the audit team leader within 5 days from the audit. The audit report may be prepared at client’s site or afterwards and submitted to the client within 5 days from the audit.

Classifying nonconformities in major and minor during stage 1 certification audit has INFORMATIVE PURPOSE in order to identify any problems that could be classified as major or minor nonconformities during stage 2 audit, if the organization does not initiate proper actions to remedy them; identifying major nonconformities during stage 1 audit may lead to postponement of stage 2 audit. It is necessary for the organization to establish and implement appropriate actions (corrections and corrective actions) in order to close all stage 1 audit deficiencies during stage 2 audit.

The stage 1 audit report shall remain the property of SUN CERT.

According to audit findings, the scope of certification may be different from that declared by the client in the certification questionnaire (the certification scope was not correctly established, there are more sites, the number of personnel is higher). These changes can lead to revision of the certification agreement.

The date of the stage 2 audit shall be agreed upon, in advance, with the client organization in accordance with stage 1 audit findings. At the client’s request, stage 2 audit can be performed immediately after finishing stage 1 audit, if during stage 1 audit were not identified any deficiencies from the
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reference standard(s) that could be classified as nonconformities during stage 2 audit. The period of time between the two stages must be of maximum 6 months, otherwise stage 1 audit will be resumed and certification agreement modified. If any significant changes occur that could influence the management system, repeating stage 1 audit, totally or partially, may be taken into consideration.

10.3. Stage 2 audit
The stage 2 audit shall take place exclusively at the site(s) of the client in accordance with the stage 2 audit plan prepared by the audit team leader and sent to the client for acceptance, usually within 5-7 calendar days prior to the planned date. The purpose of the stage 2 audit is to evaluate the implementation, including effectiveness, of the client’s management system (determination of the conformity of the client’s management system with audit criteria; determination of the ability of the management system to ensure the client meets applicable statutory, regulatory and contractual requirements; determination of the effectiveness of the management system to ensure the client can reasonably expect to achieve its specified objectives; as applicable, identification of areas for potential improvement of the management system). The purpose of the audit stage 2 must include at least the following:
- information and evidence about conformity to all requirements of the applicable management system standard or other normative document;
- performance monitoring, measuring, reporting and reviewing against key performance objectives and targets (consistent with the expectations in the applicable management system standard or other normative document);
- the client’s management system and performance as regards legal compliance;
- operational control of the client’s processes;
- internal auditing and management review;
- management responsibility for the client’s policies.

10.4. Stage 2 audit finding classification
During the audit, the audit team may identify nonconformities from the reference requirements, which are classified as:
- major nonconformity: failure to comply with a requirement that influences the capability of the management system to accomplish expected outcomes. Nonconformities can be classified as major under the following circumstances:
  - if there is significant doubt that the effective control process is applied or that the products or services will fulfil the specified requirements;
  - a number of minor nonconformities related to the same requirement could generate a system failure and thus a major nonconformity;
In case of major nonconformities, the recommendation for certification will not be made until the remedy of nonconformity.

In case of multiple sites organizations, if at least in one of the sites a major nonconformity was identified, the recommendation for certification will not be made for the whole organization. It is not acceptable for the organization to exclude from the certification scope the site where the major nonconformity was identified, in order to obtain certification recommendation.

Based on the type of the nonconformity, the audit team leader shall specify in the Assessment findings log if verifying nonconformities’ closure requires a supplementary audit, on-site and on a proposed date, or the verification will be made based on documented evidence provided by the organization, without on-site evaluation. In case the audit team leader decides to check only the documented evidence, without on-site evaluation, the acceptance of Technical Manager of SUN CERT is required.

- minor nonconformity: nonconformity which does not influence the management system capability to accomplish expected outcomes;
In case of minor nonconformities, the audit team will recommend the certification granting, and checking nonconformities remedy and corrective actions efficiency will be made during the first surveillance audit.

- opportunities for improvement of the management system; in case of opportunities for improvement, a nonconformity report will not be written and the organization must not write the corrections and corrective actions plan, but not taking them into consideration throughout management system review may lead to transforming them into nonconformities during following audits.

The audit team leader shall provide a written report and records of finding nonconformities (corrective action reports); the audit report shall include the recommendation whether or not to grant certification. Corrective action reports copies – accepted by the client will be provided to the client by the end of the closing meeting. During the closing meeting, the audit team leader will present the audit conclusions (positive and negative) and the recommendation whether or not to grant certification.

The audit report may be prepared at client’s site or afterwards and submitted to the client in 7 days from the audit. Opportunities for improvement are recorded in the audit report.

The audit report and the nonconformities reports (corrective action reports) are the property of SUN CERT.

For all identified nonconformities, the client must establish corrections and corrective actions and to prepare, if possible during closing meeting, the corrections and corrective actions plan and its implementation date for any of the nonconformities identified during audit. If the preparing of the corrections and corrective actions is not possible during closing meeting, the organization shall send it to the audit team leader within a mutual agreed date, maximum 7 days from the audit date. If the client fails to send the corrective actions reports at the established time, he will be informed
that recommendation regarding certification, analysis of the audit file and certification decision will be made only after the audit team leader receives and accepts the corrections and corrective actions. Implementing dates of the corrections and corrective actions must forego the first surveillance audit when their effectiveness will be reviewed, if not otherwise decided by audit team leader during closing meeting. In case of major nonconformities, the remedy time frame will be of maximum 6 months starting with the last day of stage 2. Otherwise stage 2 audit will be rescheduled.
The audit team leader shall review the corrections and corrective actions submitted by the client to determine if these are acceptable.
If a supplementary audit is required to close the identified nonconformities (major nonconformities) the costs will be borne by the client.

**10.5. Multi-site certifications**

In case of multi-site certifications, SUN CERT will develop the certification audit based on multi-site sampling according to its internal procedures. Multi-site sampling certification is applied only if the following conditions are accomplished:
- all sites are in the same country;
- all sites develop similar activities;
- all sites develop activities under the same management system according to the standard requirements, centrally controlled and managed;
- an internal audit was performed in every site until the audit certification date;
- after the certification, the client must perform an internal audit in every site;
- internal audit corrective actions must be implemented in every site.

**10.6. The certification decision**
The recommendation whether or not to grant certification regarding the client’s scope and sites is taken by the assigned members of Technical Committee of SUN CERT based on technical assessment of the certification file and based on audit team recommendation.
The information provided by the audit team to the Technical Committee members for the certification decision shall include:
- the audit reports – stage 1 and stage 2;
- adequacy of the clients’ corrections and corrective actions in order to remedy nonconformities documented by the audit team;
- confirmation of the information provided to the certification body and used in the application review;
- confirmation and signing of the information provided to the certification body used in the F 014 form - *Client Data Confirmation*;
- confirmation that the audit objectives have been achieved;
- a recommendation whether or not to grant certification, together with any conditions or observations.
The certification decision of the Technical Committee is documented in the *Certification decision form*.

The decision of Technical Committee cannot be disputed by the SUN CERT General Manager or Administrators.
The certification decision is recorded in the *Register of certificates* and the certificate is sent to the client together with the certification mark, *Regulations governing the use of certificate* and *Regulations governing the use of certification mark*, together with a delivery report.

In case of not granting certification, a written notification will be provided to the client; the reasons for not granting certification are mentioned in the notification. The applicants who are unsatisfied with the decision taken by the Technical Committee may issue an appeal to SUN CERT.

**10.7. Issuing of the certificate**

In case of granting certification, SUN CERT shall issue the certificate and send it to the client together with the Certification Mark and the regulations governing the use of certificate/certification mark.

To ensure certificate validity and to minimize fraud, SUN CERT issues certificates with embossing and unique registration number.
The Certificate and the certification mark are the property of SUN CERT.
The three years’ certification cycle starts with the certification decision date.

**11. Surveillance activities**

**11.1. Surveillance audits**

Surveillance audits are performed in the first and second years following the date of certification decision. If the audited organization’s activities are seasonal, surveillance can be performed in other periods than those mentioned above, provided that they are conducted at least once in a calendar year, except for the recertification years and taking into consideration that the date of the first surveillance audit shall not be more than 12 months from the date of certification decision. At least 30 days before the month in which the surveillance audits were scheduled in the audit program, the certified organization shall receive by email or fax a notification regarding the date by which the surveillance audit can be performed, in order to establish by mutual agreement, the exact date of the surveillance audit.

In certain situations, justified by client in written notification, SUN CERT shall accept to perform surveillance audit later than 12 months, but not later than 30 days from the initial date. In exceptional cases of force majeure, a deferral period of maximum 3 months is granted, maintaining the certificates validity, after which certification is suspended.

Each surveillance audit shall evaluate and determine if the client’s certified management system continues to fulfil the requirements of the relevant management standard/s and management system confidence is maintained (by: determination of the conformity of the client’s management system with audit criteria; confirmation of the effectiveness of organisation’s prerequisite programmes; determination of the ability of the management system to ensure the client meets applicable statutory, regulatory and contractual requirements; determination of the effectiveness of the
management system to ensure the client can reasonably expect to achieving its specified objectives; determination of progress of planned activities aimed at continual improvement; as applicable, identification of areas for potential improvement of the management system) and it requires auditing at least the following requirements that will be documented in the Surveillance Audit Report:

- internal audits and management review;
- a review of actions taken on nonconformities identified during the previous audit;
- treatment of complaints;
- effectiveness of the management system regarding the achievement of the certified client’s objectives and of the management system(s) expected outcomes;
- progress of planned activities aimed at continual improvement;
- continuing operational control;
- review of any changes;
- use of marks and/or any other reference to certification.

Surveillance audit stages are the same as any other audit.

In some special situations – the assessment by assisting from the accreditation body RENAR – it may be performed an additional surveillance, with the client’s consent sooner than 12 months from stage 2 audit.

If during surveillance audit, minor or major nonconformities or opportunities for improvement are identified, they will be communicated during the closing meeting and the same procedure as in stage 2 audit will be followed (see 10.4).

11.2. Other surveillance activities

Other surveillance activities may include:
- enquiries from SUN CERT to the certified client on aspects of certification;
- reviewing any certified client’s statements with respect to its operations (e.g. promotional material, website);
- requests to the certified client to provide documented information on paper or electronic media;
- other means of monitoring the certified client’s performance.

11.3. Maintaining certification

SUN CERT shall maintain certification based on demonstration that the client continues to satisfy the requirements of the management system standard(s). SUN CERT shall maintain the client’s certification as long as it is based on a positive conclusion by the audit team leader after surveillance audit (recommendation for maintaining certification).

Audit documents are reviewed by the assigned members of the Technical Committee in order to analyse the surveillance audit file, including major nonconformities or other situations that may lead to suspension or withdrawing of the certification. The decision for maintaining certification, including any other additional information or clarifications requested from the audit team shall be documented for each surveillance audit.

SUN CERT shall maintain certification based on evidence that the client continues to fulfil the requirements of the management system standard but also:

- to meet deadlines for conducting surveillance audits (see 11.1);
- to fulfil the requirements of Regulations governing the use of SUN CERT certification mark, Regulations governing the use of SUN CERT Certificate of Conformity and this regulations;
- to notify SUN CERT, without delay, of any changes relating to the legal, commercial, organizational status, scope of certification, contact address and sites etc;
- to accept any changes to the certification requirements;
- to fulfil its payment obligations related to previous stages.

In case of transition to a new edition of the reference standard from which the certification was granted, the certificate will be valid until the end of the transition period set by IAF. In these situations, the issued certificates will not be 3 years valid but less, until the end of transition period.

After transition a new certificate will be issued valid until the accomplishment of three years from the date of the initial certificate.

Transition can be performed during a surveillance audit or a recertification audit, but also during a special audit. During transition audit, the audit team will verify the effective compliance with the new reference standard requirements. As in initial certification, it is necessary that all the requirements of the new reference standard had been accomplished and that a full internal audit and management review had been performed.

12. Recertification

The Certificates issued by SUN CERT are valid for a period of 3 years since the issue date of the certification decision.

For continuity, the client will be notified 2 months before expiry date. A new offer will be made and in case of acceptance from the client a new certification agreement will entry into force for a new three-year certification cycle.

Renewal of certification or recertification is a similar process with initial certification, but performed in one single stage of audit. Recertification audit does not include also a stage 1 audit on-site, unless significant changes occurred in the client’s management system(s) or in applicable regulatory requirements.

Recertification audit is planned and conducted in due time to enable for timely renewal before the certificate expiry date.

The purpose of the recertification audit is to confirm the continued conformity and effectiveness of the management system as a whole, and its continued relevance and applicability for the scope of certification by:

a) determining the continued fulfilment of all of the requirements of the relevant standards;

b) determining the effectiveness of the management system with regard to achieving the certified client’s objectives and the intended results of the respective management system, including legal, regulatory and contractual applicable requirements;
c) evaluating demonstrated commitment to maintain the effectiveness and improvement of the management system in order to enhance overall performance;

d) as applicable, identification of areas for potential improvement of the management system.

Recertification audit shall be conducted always on-site and shall include objective evidence regarding:

a) the effectiveness of the management system in its entirety in the light of internal and external changes and its

continued relevance and applicability to the scope of certification;

b) demonstrated commitment to maintain the effectiveness and improvement of the management system in order to

enhance overall performance;

c) the effectiveness of the management system with regard to achieving the certified client’s objectives and the intended results of the respective management system(s).

Recertification audits also include the review of previous surveillance audit reports and consider the performance of management system over the most recent certification cycle.

If during recertification audit, minor or major nonconformities or opportunities for improvement are identified they will be communicated during the closing meeting and the closing procedure will be the same as the certification audit (see 10.4), except that in case of major nonconformities the implementation of corrective actions by the organization and verification of their implementation by the audit team leader should not exceed expiry date of the existing certificates.

When recertification activities are completed successfully before the expiration date of certification in force, a new certificate shall be issued with the same unique identification number, expiration date of the new certifications being determined by the expiration date of certification in force. The issue date on a new certificate shall be on the date of the recertification decision. Date of initial certification highlights the cycles of client’s certification. Three-year recertification cycle starts with the recertification decision.

If recertification audit was not completed or the implementation of the corrections and corrective actions for major nonconformities was not verified prior to the expiry date of certification, then recertification shall not be recommended and the validity of the certificate shall not be extended. The client is informed about it and about the consequences. Following expiration of certification, SUN CERT can restore certification within six months provided that the outstanding recertification activities are completed, otherwise at least a stage 2 audit shall be conducted. The effective date on the certificate shall be on the date of the recertification decision, and the expiry date shall be based on prior certification cycle.

13. Renouncing of certification

The certified organizations may renounce of certification under the following conditions:

- in case the certification is not valid anymore and the client does not accept a new certification offer from SUN CERT;

- in case the client does not agree with system changes that must be taken when the reference standards are reviewed until transition period expires;

- in case the client does not accept the changes brought to these general regulations;

- financial or other reasons, by unilateral renunciation of the contract.

For the last two cases mentioned above the client must notify SUN CERT in writing, requesting renouncing of certification.

In case of renouncing of certification, the client is obliged to:

- return the original certificate to SUN CERT;

- not make copies of the certificate(s);

- not use SUN CERT certification mark anymore;

- not use any reference about its certification anymore.

14. Special Audits

14.1. Expanding the scope of certification

At client’s request for expanding the scope of certification when changes appear in its management system (for instance changes of scope, changes of its legal, commercial and/or organizational status, sites etc.), SUN CERT shall plan additional audits in order to assess the new management system of the client.

The old certificate is withdrawn and it is issued a new certificate with the same period of validity as the initial one, but with the new scope of certification or with the new sites. The expanding scope audit may be conducted in conjunction with a surveillance audit or by a special audit. In case of expanding the certification, an addendum to the certification contract will be signed and the cost will be borne by the client if the special audit is performed outside the surveillance audit.

14.2. Short-notice Audits

Sometimes SUN CERT has the obligation to conduct audits of certified clients at short notice or unannounced:

- in order to investigate complaints regarding certification scope’s activities reported directly to SUN CERT by the beneficiaries of the certified clients;

- in order to investigate complaints regarding abusive use of SUN CERT certification mark;

- in response to significant changes of the organization and announced by it;

- the occurrence of severe environmental situations in case of environmental management systems certification (serious accidental pollution, a serious violation of environmental legislation which required the involvement of the competent regulatory authorities);

- the occurrence of severe situations regarding occupational health and safety management systems certification (a serious work accident, a serious violation of
the relevant legislation which required the involvement of the competent regulatory authorities;
- market reports regarding consumption of unsafe food in case of Food safety management systems certification;
- the occurrence of severe situations regarding information security in case of Information security management systems certification;
- as follow up on suspended clients.
SUN CERT shall exercise additional care in the assignment of the audit team because of the lack of opportunity for the client to object to audit team members.
The costs of these short-notice audits will be borne by the client.

14.3. Follow-up audits
The purpose of the follow-up audit is to verify the closing of major nonconformities and the effectiveness of corrective actions. Duration of follow-up audit is determined by the Technical Manager depending on the extent of actions to be implemented by the client.
Depending on the nature of the identified major nonconformities and on the scale of the verification of the implementation of corrections and effectiveness of corrective actions, the audit team leader will establish together with the Technical Director of SUN CERT if a complete follow-up audit will be performed (assessment of the entire management system of the client) or a partial follow-up audit will be performed (assessment of corrections implementation and effectiveness of corrective actions for each major nonconformity, internal audit and management review).
Follow-up audit shall be scheduled within 6 months from the date of certification audit stage 2 / surveillance / recertification / expansion.
If major nonconformities are not closed during follow-up audit conducted after a certification audit stage 2 / recertification / expansion – initial audit shall be performed again at a later date agreed with the client, by signing an addendum or a new contract for the resumption of certification / renewal / extension process.
If major nonconformities are not closed during follow-up audit conducted after a surveillance audit, the certificate will be withdrawn, so that in case the client wants certification again, the certification cycle will be resumed.
Follow-up audit costs are borne by the client and are determined by addendum to the initial certification agreement.

15. Suspending, restoring the suspension, withdrawing or reducing the scope of certification
SUN CERT will suspend certification of a client for six months under the following conditions:
- the certified client has persistently or seriously failed to meet the certification requirements, including requirements for the effectiveness of the management system (failures identified during surveillance audits, short-notice audits);
- the certified client does not allow surveillance or recertification audits to be conducted at the required frequencies (see 11.1.);
- the certified client does not comply with the Regulations governing the use of certification mark;
- abusive or improper use of the certificate;
- failure to communicate information related to major changes in the management system;
- the certified client does not accept a short-notice audit in 30 days since notifying SUN CERT in case its management system has changed in a meaningful way;
- the certified client failed to accomplish its payment obligations due to certification agreement;
- the certified client has voluntarily requested a suspension.
During the suspension period, the client must not use the certificate and the certification mark; also the client must refrain from further promotion of its certification.
SUN CERT shall make the suspended/withdrawn status of certification publicly accessible on the website of the certification body – www.suncert.ro.
The client whose certification has been suspended is informed through a formal address sent by email or fax, stating the reasons for the decision and the deadline for revoking the suspension.
SUN CERT shall restore the suspended certification if the issue that has resulted in the suspension has been resolved. Failure to resolve the issues that have resulted in the suspension in a time established by SUN CERT shall result in withdrawal or reduction of the scope of certification.
SUN CERT shall withdraw the certification (certificates withdraw) for unlimited period of time when:
- the client hasn’t implemented in 6 months the necessary actions for solving the problems that caused the suspension of certification;
- the client has persistently failed to meet the certification agreement terms and conditions;
- the certification is not valid anymore and the client does not accept a new certification offer from SUN CERT;
- the unilateral cancellation of the certification agreement;
- the client failed to accomplish its payment obligations due to certification agreement until the expiry of the suspension period;
- the certified client failed to accomplish its payment obligations according to certification agreement until the expiry of the suspension period;
- the client does no longer perform the activities that are inside the scope of certification;
- legal bankruptcy or liquidation.
In such cases, the client must return the original certificates to SUN CERT and the certification agreement shall be terminated. The client will no longer use the certification mark.
Reducing the scope of certification can be done at client’s request or when during surveillance audit the audit team finds that organization has no longer the technical ability to meet the certification requirements for all the activities of

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the certification scope or for all sites or following suspension.
SUN CERT will reduce the scope of certification of the client to exclude the parts not meeting the requirements, when the certified client has persistently or seriously failed to meet the certification requirements for those parts of the scope of certification. Any such reduction shall be in line with the requirements of the standard used for certification. The certificate is withdrawn and it is issued a new certificate with the same period of validity as the initial one, but with other scope of certification.

16. Certification transfer
SUN CERT, following a documented analysis and by its own decision, can transfer certification (and issue a SUN CERT certificate of compliance) if the applicant organization holds a valid certificate issued by a certification body accredited by a signatory to MLA (Multilateral Agreement in the International Accreditation Forum).

17. Reference to certification and use of the certification mark, accreditation mark and conformity certificates
The certified clients may use the certification mark on the correspondence documents, working documents, advertising materials under the conditions stated below and those from Regulations governing the use of SUN CERT Certification Mark and RENAR Accreditation Mark, the version in force.
It is mandatory that the certification mark to be used together with the number of the certificate.
The certification mark on electronic support as well as Regulations governing the use of SUN CERT Certification Mark and RENAR Accreditation Mark - the version in force will be send to the client together with the certificate.
The certified client must not use or permit the use of the certificate or the certification mark in a misleading manner or that could bring prejudices to SUN CERT.
The certification mark shall not be used on a product or product packaging seen by the consumer or in any other way that may be interpreted as denoting product conformity. The certification mark must not be applied to laboratory test, calibration or inspection reports.
The certified clients will be provided by the certification body with the right logo to be used. The client must not change the form, the text or graphical elements of the logo.
The certification mark can be enlarged or reduced as long as the text remains legible.
The certified clients shall use the certification mark only in relation to its scope of certification.
In case of withdrawal of certification, the client will immediately cease the use under any form of the certification mark, including from publications, commercials, etc.
In case of reducing the scope of certification, the client will forthwith discontinue the use of the certification mark for the reduced scope.
RENAR accreditation mark shall be applied only on the certificates and only for the accredited scopes.

It is considered abusive use of RENAR accreditation mark:
- reproduction and use of national accreditation mark on other documents except for certificates as they were issued by SUN CERT;
- the use of the national accreditation mark on products.
If a certified organization wants to use a statement on the product packaging or accompanying information according to which certificated client has a certified management system, this statement shall include the following:
- the name or brand of the organization;
- the type of management system and reference standard;
- the name of SUN CERT certification body.
This statement must be reproduced using an authorized copy obtained from SUN CERT after the organization has provided to SUN CERT a specimen of use statement and should be reprinted in accordance with the following specifications:
- black and white;
- a clearly contrasting background;
- using a font that allows clear distinction of all the words.
It is forbidden to use the certification mark in this statement!

18. Appeals /Complaints
SUN CERT has a documented procedure to receive, record, evaluate, validate and investigate appeals and complaints - Handling of appeals and complaints; this procedure is provided to certified clients as an annex to the certification agreement; also the procedure is publicly accessible on the website of certification body - www.suncert.ro.
Submission, investigation and decision on appeals and complaints shall not result in any discriminatory actions against the appellant/claimant.

19. Client’s rights and obligations
The certified clients have the following rights:
- to have ensured full confidentiality from SUN CERT regarding information about the client;
- to be informed of all changes of SUN CERT certification procedure and certification process by notifications or by access to this updated regulations;
- to ask information regarding the audit team (references of the members of audit team);
- to ask the replacement of any members of the audit team if there are conflicts of interest;
- to establish with SUN CERT the period of time for performing the certification/surveillance/recertification audit in compliance with the terms of Article 11.1;
- to express its opinion regarding the behaviour of audit team;
- to be able to render public that its management system has been certified;
- to use the certification mark on contractual documents, advertising documents according to Regulations governing the use of SUN CERT certification marks;
- to be able to make appeals or complaints regarding certification process;
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- to ask, justified and in writing, the certification body to interrupt and reschedule the audit if audit purposes cannot be achieved (misconduct of the audit team, management system that does not comply the requirements in order to grant the success of the audit - in which case an addendum to the agreement shall be signed etc.);
- To quit the certification agreement and to discontinue the certification process provided that all payment obligations until the cessation or interruption of certification are fulfilled; in this case the organization must notify in writing the certification body.

The certified clients have the following obligations:
- to comply with the requirements of the reference standard for which the organization obtained certification and with the applicable legislation of the certification scope;
- to comply with contractual liabilities of the certification agreement, including payment obligations;
- to comply with this general regulations;
- to comply with SUN CERT regulations concerning the use of SUN CERT certificates and SUN CERT Certification Marks;
- to send to the certification body or to the audit team leader appointed for stage 1, after prior consultation, the minimal system documentation needed to prepare the audit programme and the audit plan;
- to take all necessary measures for the proper development of audits;
- to allow during the audit, regardless of the type of audit, the SUN CERT auditors’ access to all processes, areas, documents, records and personnel that are related to the certification (except for the documents and records which, by law, are classified);
- to ensure the specific safety training, and where necessary, personal protective equipment for the auditors of SUN CERT;
- in case of assessment by assisting performed by the accreditation body for SUN CERT’s audit activities, the organisation has the obligation to accept the audit performance with the participation of RENAR assessors / observers or other representatives appointed by the accreditation body which are entitled to evaluate the client’s records;
- to accept, when appropriate, as members of the audit teams, SUN CERT observers or auditors in training;
- If other persons are required to participate in audits other than those from the organization (e.g. consultants, authorities or other persons whose presence is justified) then both the organization and the audit team must ensure that observers do not influence or do not intervene unjustifiably in the audit process or audit outcome;
- to guarantee the authenticity of the information provided to SUN CERT;
- during certification, to notify SUN CERT in maximum 15 days on any issues that could affect the ability of the management system to comply with the requirements of the standard used for certification (legal, commercial, organizational or ownership status; management, decisional or technical personnel, contact addresses and locations, the certification scope; major changes in the management system and processes);
- to communicate to SUN CERT if a consultant was used to elaborate the management system documentation for the requested standard;
- to record the complaints coming from its beneficiaries regarding the management system and to allow the access of SUN CERT auditors at these complaints;
- in case of suspension, not to use any more SUN CERT certificates of conformity and certification mark and not to make reference to certification; in this sense, to modify any existing advertising materials or other forms of promotion which refer to the status of certified organization;
- in case of expiration or withdrawal of certification to return the certificates and not to use the SUN CERT mark and also not to make any reference to the certification;
- to use the certification mark in accordance with the Regulations governing the use of SUN CERT certification mark;
- not to use or permit the use of its certification in a misleading manner that could bring prejudices to SUN CERT and loss of public trust;
- not to allow the reference to management system certification to be used in a way to suggest that the certification body certifies a product, service or process;
- to use the certification in the advertising materials strictly referring to the scope of certification;
- not to make misleading or inaccurate statements regarding the certification;
- to bear additional costs of short-notice audits.

20. SUN CERT rights and obligations
SUN CERT has the following rights in relation with certified clients:
- to appoint the audit team members in order to perform certification and if necessary technical experts, auditor trainees and observers;
- the audit team leader has the right to suspend the audit if threats are made against the audit team from the organization being audited or from third parties or if the organization being audited declines to present proof of implementing the management system or if SUN CERT auditors are declined access to processes, documents, areas, recordings and personnel in relation with the process of certification (except for classified documents);
- the audit team is entitled to refuse the presence of client’s observers / guides if it believes that their presence may be a threat to the impartiality of the audit process;
- to withdraw the accredited certification if the Organization does not give its consent to audit performance with the participation of the assessors / observers appointed by the accreditation body (for assessments by assisting scheduled between the assessment body and the certification body) and the reason of the refusal is not properly justified and it is not accepted by the accreditation body; for a new certification, in the event of the Organization’s refusal, SUN
CERT will not be able to grant certification for the scopes covered by accreditation;
- to issue invoices to the client according to certification agreement;
- to suspend/withdraw the certification if the client does not fulfil its payment obligations and deadlines due to certification agreement;
- to suspend, withdraw or reduce the scope of the certification based on the chapter 15 of this regulations;
- unilaterally terminate certification agreement if certification is withdrawn;
- to adjust the value of the contract if during its validity (the certification process) significant changes occur in the structure of the audited organization, in such cases an addendum to the initial certification agreement will be added;
- if the organization does not comply with contractual liabilities relating the payment of certification or honoured them only after repeated reminders, the certification body has the right to start the next stage of the audit programme only after fee payment prior that stage;
- to amend this regulations without prior notice.

SUN CERT and SUN CERT auditors have the following obligations:
- to ensure confidentiality and not to communicate, not even partial, any information of any nature about the client without its consent;

**Exception:** The audit reports are submitted without special approval of the organization only to the accreditation body assessors on their request; in cases where SUN CERT is legally enforced.

- to perform certification processes in accordance with SUN CERT certification procedure and these general regulations;
- to establish with its clients the period of time for performing the certification/surveillance audits following the maximum/minimum timescales specified in this regulations;
- to inform the client, in written, about the assigned auditors, technical experts, observers (including assessors from the accreditation body when applicable) to be part of the audit team in order to obtain client’s approval;
- to agree with the organization the presence of its observers / guides;
- the audit team must ensure that the client’s observers / guides do not influence or do not interfere unjustifiably with the audit process or audit outcome;
- to appoint auditors / technical experts who have the appropriate expertise;
- to ensure the accuracy of audit reports and nonconformity reports;
- to inform clients of all changes regarding SUN CERT certification procedures and of all information related to the certification process through information addresses or through access to this updated regulations;
- to record and treat appropriately complaints or appeals from certified clients about the certification process.

**21. Publicly available information**

SUN CERT has created the web page www.suncert.ro, in Romanian and English, which addresses the general public and make public, without being required, in all geographic areas in which SUN CERT operates, information about:
- audit processes (through R 05 Regulations governing certification, surveillance and recertification of management systems, version in force, available in Documents section)
- processes for granting, refusing, maintaining, renewing, suspending, restoring the suspension, withdrawal of the certification or expanding or reducing the scope of certification (through R 05 Regulations governing certification, surveillance and recertification of management systems, version in force, available in Documents section)
- types of management systems and certification schemes used (sections About Us, Accreditation, Certification).
- the name of the certification body and the certification mark or logo (R 06 Regulations governing the use of certification mark, version in force, available in Documents section)
- handling processes of information requests, complaints and appeals (by PG 07 Handling of appeals and complaints, the version in force, available in Documents section).

SUN CERT publish on its website, without being requested, information about clients whose certification is suspended or withdrawn.

On request, SUN CERT provides information about:
- the geographical areas in which is operating;
- status of certain certifications;
- name, normative reference document, activity and geographic location (city and country) for a particular certificated client.

The validity of a certificate issued by SUN CERT is available to any interested parties by checking online on the website www.suncert.ro (search criteria: company name).

R 05-S – Annex of Certification Agreement no .......... /date ..........
DATE.................................................................
NAME:.................................................................
POSITION:...........................................................
SIGNATURE AND STAMP:......................................