

REGULATIONS FOR THE CERTIFICATION OF THE ORGANIZATIONS

(CG.PG-03.2)

STATE OF THE DOCUMENT

REV.	PAR.	PAG.	DESCRIPTION	Date of REV.
01			<i>Issuance of the document</i>	09/06/2016

CONTROLLED COPY NO:

NON CONTROLLED COPY NO:

PREPARED	SEEN AND APPROVED
Minutes of an extraordinary meeting n. 1/bis of 19/06/2016	Minutes of an extraordinary meeting n. 1/bis of 19/06/2016

ARTICLE 1 - PREAMBLE

1.1 This document provides general regulations adopted by CCI SH.PK (from now on CCI SH.PK) for the certification of management systems (henceforth SG) compared to standards of reference.

In particular, it defines the general conditions of contract for all services offered by the certification of CCI SH.PK.

This Regulation is an integral part of the contract.

1.2 This Regulation also applies to all certificates issued in the absence of accreditation.

1.3 The purpose of the certification activities is to ensure an adequate level of assurance that the organization operates according to certain regulatory requirements of management systems.

ARTICLE 2 - DEFINITIONS

For the purposes of this Regulation the definitions set out below are valid:

- Organization: a company that has undertaken the certification process with CCI SH.PK or certified by CCI SH.P.K..

- Audit: systematic, independent and documented process, aimed at assessing an organization's adherence to certain standards of operation, through the execution of which CCI SH.PK ensures that the organization operates according to the model of SG documented, for which the certification is sought.

- Auditor: person who has the competence to conduct an audit.

- System Management: management system to direct and control an organization in compliance with the standards of the reference standard.

- Complaint: any comments of the Organization of the procedures carried out by CCI SH.PK in carrying out its activities.

- Action: any opposition from the Organization with respect to the content of the documentation, which has influence on the certification issue.

- Certification Body: body carrying out the certification of conformity.

- Certification of Compliance: means the action of an independent state, with reasonable confidence, that a specific product, process or service conforms to a specific standard or other normative document.

ARTICLE 3 - RIGHTS AND OBLIGATIONS OF CCI SH.PK

3.1 CCI SH.P.K. will engage in, with professionalism, an assessment of compliance on the Management System of the Organization with respect to the requirements of this standard and, if the outcome is positive, to issue the certificate of conformity.

3.2 CCI SH.P.K. can not intend, nor can assume any obligation to the successful verification of compliance and, therefore, on the issuance of the certificate.

3.3 CCI SH.P.K. guarantees the minimum time of verification (conventionally expressed in terms of man / days), as determined by the reference standards for the accreditation.

3.4 The services offered by CCI SH.P.K. will be provided by qualified and competent staff, chosen by the same CCI SH.PK. All auditors of CCI SH.P.K. used in the conduct of the audits' organization are qualified as auditors of management systems in compliance with the internal procedures of CCI SH.PK and based on proven professional experience in the field of EA (European Accreditation) covered by this Regulation. These internal procedures meet all the requirements of international regulations applicable to the activities of certification of management systems.

3.5 CCI SH.P.K. reserves the right to change the content of the reference procedures, because its policy provides for the continuous search for improvement of its services.

ARTICLE 4 - RIGHTS AND OBLIGATIONS OF THE ORGANIZATION

4.1 The Applicant organization shall:

- a) comply with the provisions of these Regulations;
- b) providing the CCI SH.PK, without undue delay, all information and documentation necessary to the provision of certification services subject to this Regulation;
- c) ensure the completeness and veracity of the documents and information made available to the auditors appointed by CCI SH.PK. In this regard, the CCI SH.P.K. expressly disclaims any liability in case of missing or incomplete data reporting, as well as if these do not correspond to the actual business situation;

d) ensure the CCI SH.P.K. free access to all offices of the Organization (legal and / or operational and / or itinerant) and contact with staff, for a correct evaluation of the SG by the CCI SH.P.K.;

e) claim to have a certified Management System exclusively to the activities / units / sites for which the certification was issued;

f) not to use the certification in order to bring discredit to CCI SH.PK;

g) to use the certification only after its actual achievement;

h) ensure that no certification document or any part thereof are used in an ambiguous and / or misleading way;

i) not to use the certification granted if revoked, suspended and / or expired;

j) promptly notify CCI SH.PK for all possible dissimilar situations detected by controlling authorities, and any suspension or revocation of licenses, concessions, etc., relating to products, processes and services related to certification obtained;

k) immediately notify CCI SH.PK for legal and / or administrative proceedings concerning the scope of this Regulation, subject to the limits imposed by law, and constantly update CCI SH.PK developments of these methods in relation to this point and in point j), CCI SH.PK can make appropriate and timely extraordinary audits and, possibly, take precautionary measures to suspend the revocation of the certificate issued, depending on the actual non-conformity of the dependent's Management System;

l) inform in detail CCI SH.PK with respect to any risk from the environment in which they are intended to operate for the evaluation of CCI SH.PK;

m) ensure, whenever CCI SH.P.K. beginning his work in a place subject to verification, to adopt adequate security measures to ensure a safe working environment and comply with existing legislation;

n) remuneration of the CCI SH.P.K. for the activities performed, as specified in these Regulations, the payment must be made according to the time and manner specified in the contract and / or documents therein referred to and accepted by the Organization.

4.2 The organization, once achieved the certification, has the right to advertise this event in the manner considered most appropriate, provided it has always done the correct reference to the object and limits of certification achieved, as reported in the reference procedure.

4.3 Following the issue of certification, the organization must maintain its structure in accordance with the requirements of the standards specified in the certificate, during the whole period of validity of the certification.

4.4 If you intend to change important parts of the property and / or the corporate structure, (ex. variation of the data indicated in the application for certification, business interruption, etc.), For the purposes of compliance with regulatory standards, the organization must give

prior written notice to CCI SH.PK, which can accept the changes or provide for the conduct of further tests.

4.5 In the event that the certified organization intends to change the range of validity of the certification (certification order), must make a written request to CCI SH.PK, which will need to decide whether or not a new finding and / or inspection of the documents.

ARTICLE 5 - PROCEDURE FOR THE CERTIFICATION

- See the specific procedures on "Provision of Services Certification" in reference to the regulations in question, which together with this document, the Request for Offer and Our offer - contract is an integral part of the contract.

ARTICLE 6 - ECONOMIC CONDITIONS

6.1 The Offer-contract has been prepared on the basis of all data provided by the Organization by completing the inquiry. In the event that such information becomes untrue, CCI SH.PK may decide to consider with no value such an offer-contract or to rephrase, based on real information, the amounts owed by the Organization.

6.2. In the event that the organization does not agree to the variation of the 'amount of the CCI SH.PK following the occurrence of the provisions of section 6.1, CCI SH.PK may refuse to perform the service request and the organization will remain liable for payment of all costs incurred by CCI SH.PK up to that moment.

6.3 The Organization undertakes to declare, before the execution of the Audit Certificate, any change of the data on the Request for Offer (number of employees, number and type of business building sites, sites operating chain), as the same may affect the timing of the 'Audit and its mode of planning.

6.4 The provision of a service other than those required by the bid-contract, will be billed at the applicable rate of CCI SH.PK at the time of construction.

6.5 CCI SH.P.K. reserves the right to revise the fees at the end of the service, in line with movements the ISTAT index, unless other conclusion of the special conditions, by applying the following formula:

$$A = B \frac{I}{I_0}$$

where: B = price agreed upon when signing the contract;

Ig = general index of hourly contractual published by ISTAT reported at the time of signing the contract;

I = the same index value at the time of the review;

A = the new price;

In this case the organization will be informed in advance in writing, on the subject of CCI SH.PK to apply the formula reviewed and, if agreed, to indicate their acceptance of the new tariff, in writing, within 30 days of the receipt of the communication made by CCI SH.PK.

6.6 In the event that they needed extraordinary audit, aimed at checking the effectiveness of corrective actions implemented in response to non-conformities found during the initial process of certification, the same will be invoiced by applying the day rate in force for auditors / indicated in the offer –contract.

6.7 All travel expenses, subsistence and / or forfeiture costs will be calculated as provided in paragraph 2 of bid-contract (Terms and Conditions: economic Offer, times and audit - Travelling costs).

6.8 The payments will be billed as follows:

- 40% of total will be charged with the acceptance of the bid-contract, such as "Start activities and programming them."
- The remaining 60% of the 'amount which is the amount of the expenses will be invoiced at the end of the' initial audit certification phase 2 or phase in the site.

6.8.1 The billing is done regardless of the issuance of the certificate of approval and the bill must be paid upon receipt of the same, regardless of whether positive or negative conclusion of the audit and before the issuance of the certificate.

6.8.2 Any other form of payment must be agreed and accepted by both shares at the time the of the bid-contract.

6.8.3 In any case, the issuance and delivery of the Certificate of Approval will be made only when they were paid all invoices.

6.9 All fees must be added to the. V.A.T to 20% when due.

6.10 All payments must be made with a view invoice by bank transfer or check.

6.10.1 In case of non-payment, CCI SH.PK can apply without notice the interest on arrears of the official discount rate with an increase of plus 5 percentage points.

6.10.2 The audit move request, received after the tenth working day prior to the dates already communicated to the Organization, may mean paying a penalty equal to 50% of the cost of man / days scheduled.

ARTICLE 7 - VALIDITY OF THE CERTIFICATION

7.1 Each certificate issued for a period of 3 (three) years from the date of first issuance or renewal thereof (in each case, the expiration date is clearly indicated on the certificate).

7.2 The Organization-certified shall promptly notify in writing CCI SH.PK any changes to be made to its system with appropriate documentation. Such changes may, in the opinion of CCI SH.PK, motivate a new evaluation visit, to be made against the certified organization.

7.3 The effectiveness of the certificate is subject to regular performance of audits of annual maintenance.

7.4 At the end of each period, where the organization has not sent the notice of withdrawal from the contract, as stipulated by Article 9 of these Regulations, there will be a comprehensive review of the system. In the event of a positive outcome of this review, we will then issue a new certificate valid for the next three years.

ARTICLE 8 - EFFECTIVENESS OF CONTRACT

The contract signed with CCI SH.P.K. commit the Organization of the date of signing the agreement until the expiry of the contract signed certificate and / or subsequent renewals.

ARTICLE 9 – WITHDRAWAL

9.1 Both party may terminate the Contract in the following cases and in the following ways:

a) the expiry of the certificate by sending a registered letter A / R, 3 months in advance of the date of expiry;

b) after one party has notified the other of a material breach of contract;

c) if a party is subject to bankruptcy and / or proceedings and does not meet the economic conditions (amount, payment, etc. ..) specified in the contract-offer accepted.

d) if the organization ceases the activities subject to certification, in any case, however, this event will be documented by objective evidence;

e) In case of rejection of the economic changes of the existing contract, subject to the possibility that these changes are justified by substantial changes of the Organization;

f) in case of rejection of substantial revisions of these regulations or procedures or standards of reference and / or requirements, (CCI SH.PK which intends to give retroactive effect), except in case of any tax revisions the reference standards and by the accreditation body to which CCI SH.PK, and consequently the certified organizations, are subject.

9.2 If the organization decides to withdraw from the contract signed within 30 days of subscription, and before the start of any activity, will pay to CCI SH.PK, by way of liquidated damages, 40% of the amount for implementation of the "initial certification process."

9.3 In the event that activities have been undertaken by CCI SH.PK, in addition to the penalty referred to in paragraph 9.2., The organization must reimburse CCI SH.PK the costs of the work (costs quantified on the basis of the time taken for the implementation of specific activities that will be billed at the rate of € 1,250.00 plus VAT per day / person with a minimum billing of € 600.00 + VAT.).

9.4 If the organization decides to withdraw from the contract signed after the issuance of the certificate or a reissue after the renovation, but before the expiry of three years, for reasons other than those listed in paragraph 9.1, will pay CCI SH.PK an amount which shall not be less than 70% of the contract provided for the entire period, this 70% will be calculated on amounts not yet billed.

ARTICLE 10 - USE OF THE LOGO OF THE CERTIFICATION

To use the logo, see Internal instruction specification that will be delivered, together with certification logo, to all organizations that achieve the certification of CCI SH.PK.

10.1 The logo is the graphical identification of the means of official documentation and correspondence issued by CCI SH.PK and its exclusive property.

10.2 The logo that organizations can use is to be delivered upon issuance of certification.

10.3 The Organization may use the logo only as authorized in writing by CCI SH.PK. Therefore, the certified organizations are required to notify CCI SH.PK how to use the logo in order to obtain written permission from same.

ARTICLE 11 - SUSPENSION AND REVOCATION OF THE CERTIFICATION

11.1 The validity of the certification may be suspended from CCI SH.PK as a precaution, and in all cases in which, after careful analysis, it considers that the Management System of the

Organization no longer fulfills the requirements of the standard and / or the certification rules. The suspension may also be requested by the volunteer.

11.1.1 The suspension is provided in the following cases:

- a) significant non-compliance, not resolved by the time assigned by the CCI SH.PK and / or failure to take corrective action within the agreed time;
- b) non-compliance by the deadlines established of the Organization, of its system of rule changes and / or certification rules, submitted by CCI SH.PK;
- c) lack of availability by the Organization to the implementation of the ordinary and extraordinary audit
- d) non-availability of the Organization by the implementation of audits in the presence of Assessors / observers of DA;
- e) Non-acceptance of additional audits required by CCI SH.PK, if properly motivated;
- f) lack of communication to CCI SH.P.K. of changes of your system;
- g) lack of information to CCI SH.P.K. about court proceedings and / or administrative procedures;
- h) condemns of the Organization for events involving non-compliance with the requirements on the system subject to certification;
- i) failure to manage complaints and / or comments directly related to deficiencies in the system certificate;
- j) failure to pay amounts of the contractually agreed terms to the CCI SH.PK;
- k) Use of the logo in a manner not in conformity with the requirements contained in these Regulations, Article 10.

11.1.2 The suspension of certification may also be decided by CCI SH.PK in case of misuse of the certificate, unless it is an irregularity so severe as to lead to the revocation of certification. In particular, the 'use of the certificate is incorrect :

- a) if the organization uses the certification so as to bring discredit to CCI SH.PK;
- b) when the organization makes misleading statements and / or unauthorized, relative to their certification.

11.1.3 During the period of suspension of its certification, the organization may not use the certificate or qualify as a certified organization and must bring to the attention of interested parties, by appropriate means, the condition of suspension of the certification in all cases in which the same is crucial for the acquisition or maintenance and / or supply of a contract.

11.1.4 The period of suspension of certification is established by CCI SH.PK and the measure could be stopped only after the organization has been shown to have removed the causes that have originated. During this period, the organization can not be certified by another certification body and will still be liable to pay annual maintenance of the rights stipulated in the contract.

11.2 CDQ reserves the right to revoke the certification if the management system does not ensure compliance with the minimum of the reference standard and the Regulations and certification CCI SH.PK considers that the Organization is unable to restore its compliance.

11.2.1 In particular, the certification may be revoked in the following cases:

- a) failure to eliminate the causes that led to suspension of certification for a period determined by CCI SH.PK;
- b) termination of its activity subject to certification or suspension of the same for a period exceeding 6 months;
- c) serious irregularities or abuses in the use of the certificate and / or logo of the certification;
- d) A final court sentence of the Organization for events involving non-compliance with the requirements of the management system subject to certification;
- e) non-payment of the necessary sums, if the organization persists in its way, despite a warning sent to fax or by letter;
- f) failure to comply with common commitments, even in a non-serious way;
- g) misconduct of the Organization, that with default manifest towards their customers, calls into question the prestige of CCI SH.PK.

11.2.2 In the event of revocation of certification, as well as in the case of withdrawal under Article .9, the Organization will:

- a) return the original documents of certification in its possession, including the certificate of approval;
- b) not use any copies or reproductions of the certificate;
- c) Do not use all the technical documentation and / or advertising, containing the logo and / or reference to the certification issued by CCI SH.PK and destroy the whole;
- d) immediately cease any and all the reference to revoked certification;
- e) have to report the revocation status to their clients.

11.2.3 CCI SH.P.K. will notify the successful withdrawal, with the appropriate publications. It may eventually decide to reactivate the certification process only if the organization is able to prove they have since been taken all appropriate measures, which might prevent the recurrence of the failings that had led to the revocation.

11.2.4 The cancellation and termination of contract under Article .9 is not entitled to any refund to the Organization, but this will be borne to the payment of all sums that CCI SH.PK support to ensure that the organization has complied with the compliance of the above.

ARTICLE 12 - ESSENTIAL CONDITIONS

12.1 The 'organization, with the acceptance of once-offer contract and successfully passed the' certification audits, warrants and undertakes against CCI SH.PK during the period of validity of the certification that has to comply with all requirements required for obtaining and maintaining the certificate of approval, including all rules, regulations, codes, regulations issued by competent authorities or similar, involving the certification in his possession.

12.2 - In the event that substantial changes are made affecting the generality of customers, relating to the settlement of the certification scheme, CCI SH.PK report on its website www.icdq.al the changes occurred and the terms of the applicability of the same. In this case CCI SH.P.K. will evaluate any comments made by interested parties.

12.2.1 The organization has to take note of the changes, and have to adapt to the same, if it does not intend to comply, may rescind the contract, except in cases where the changes made by CCI SH.PK are imposed by the reference standards and by the accreditation body to which the same, and consequently the certified organizations, are subject. The withdrawal must be made with the submission by the Organization, of a written notice of its decision to CCI SH.PK registered with a letter A / R no later than 30 days after, when this period passes the new changes are accepted.

ARTICLE 13 - CIVIL LIABILITY

13.1 Except in cases where there is a clear and demonstrable negligence on the part of CCI SH.PK, or their employees, otherwise it is not responsible for any loss or damage suffered by any person due to an act of omission and / or any error, caused in some way during the course of the 'audit or certification or in the performance of other services.

13.2 In the event of proven negligence, any loss or damage for which CCI SH.PK is liable the payment will be limited to an amount not exceeding the rates of CCI SH.PK relating to the service so that it is referred the negligence.

13.3 The issuance and maintenance of certification of management system are not, by CCI SH.PK, the guarantee of compliance by the certified organization of legal obligations and legal requirements to which it is obliged to comply. The organization is solely responsible, both to themselves and towards third parties, for the proper conduct of its activities and compliance with the same product / service to the applicable standards and also towards expectations of customers and third parties.

ARTICLE 14 - INDEMNIFICATION

The Organization will be required to match CCI SH.PK full compensation for all claims, actions and damages arising from:

- a) misuse and / or abuse by the Organization for the issued certificate of CCI SH.PK;
- b) any breach of contract;
- c) the lesion of the image of CCI SH.PK;
- d) use of false and / or misleading certification of third parties.
- e) Improper use of logo certification.

ARTICLE 15 - FORCE MAJEURE

CCI SH.P.K. will not be responsible for obligations under the contract, if it should be able to fulfill its obligations due to circumstances reasonably unforeseeable and beyond its control.(Force Majeure)

ARTICLE 16 – CONFIDENTIALITY-PRIVACY

16.1 The Organization and CCI SH.P.K. consider strictly confidential all documents and / or information in its possession, or in possession of its employees, partners or others.

16.2 The Organization undertakes to provide information to third parties prior written consent of CCI SH.PK, unless such information is required by statutory bodies.

ARTICLE 17 - APPEALS AND COMPLAINTS

See the document refers to specific legislation on "**Provision of Services Certification**" that together with this document, the Request for Offer and Our offer - contract is part of the contract.

17.1 The organization to be certified with respect to any event related to the certification procedure which it considers detrimental to its interests, may file complaint with CCI SH.PK, in writing, stating the reasons.

17.1.1 The complaint will be examined and decided by the management of CCI SH.PK, that for the purposes of this decision, may decide, if necessary, further investigations.

17.1.2 The expenses related to the complaint shall be borne by the requesting organization, except in cases where the complaint is upheld.

17.2 In the event that the organization considers unjust a measure of CCI SH.PK, it may, within 30 days of receipt of the decision to which it intends to oppose, a complaint, stating the reasons, in order to obtain the lifting or the variation of the measure.

17.2.1 The appeal will be examined and decided by the legal representative of CCI SH.PK that for the purposes of this decision, may decide, if necessary, further investigations.

17.2.2 The costs of the appeal shall be borne by the requesting organization, except in cases where the appeal succeeds(is approved) .

17.2.3 In the case of allowing(approving) the appeal, CCI SH.PK shall take appropriate action to eliminate the cause that may gave rise to.

ARTICLE 18 – JURISDICTION

For all disputes concerning the interpretation and / or execution of the contract, which are not of the responsibility of the Directorate (figure of Legal Representative) of CCI SH.PK, such as shown in the reference procedure, the parties elect as a competent court of jurisdiction the Court of Tirana, expressly waiving their own jurisdiction, and referring to what is governed by the Civil Code.