General terms and conditions for the certification of systems, products and personnel

Effective from: 24/05/2018

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1 SCOPE

This document defines the general contract conditions for the certification of system, product and personnel, for the inspection of environmental technologies according to the ETV (EU Environmental Technology Verification and validation and verification of GHG statements within the framework of the programme in which RINA participates, as for example:

- Validation and verification/certification of Clean Development Mechanism project activities,
- Verification of EU-ETS emission reports before they are submitted to the competent authorities in accordance with EU ETS Directive 2003/87/EC and with the Monitoring and Reporting Guidelines,
- Validation and verification/certification of voluntary statements related to greenhouse gases and verification of initiatives aimed at improving greenhouse gas management,
- Validation and verification/certification of greenhouse gas reduction projects for the issue of VER - Verified Emissions Reduction,
- Verification activities as Notified Body according to Directive 93/42/EEC and subsequent modifications and additions (transposed by Italian legislative decree 46/97),
- Assessment of monitoring plan and verification of emission report in accordance with Regulation (EU) 2015/757.

2 DEFINITIONS

CDM: Clean Development Mechanism, a mechanism under the Kyoto Protocol through which developed countries may finance greenhouse gas emission reduction or removal projects in developing countries, and receive credits (Certified Emission Reductions – CER, a Kyoto Protocol unit equal to 1 metric tonne of CO2)which may be used for compliance with the purposes assigned.
CDM M&P: modalities and procedures for a Clean Development Mechanism.
Certificate: document issued by RINA following the successful outcome of its assessment activities; may also be given a different name, such as "Statement", "declaration", etc..
Certificate of conformity and certification: successful auditing by RINA of the conformity of the system/product/personnel with the reference standard document which enables the "certificate", according to the above meaning, to be issued.
Validation and/or Verification statement: formal written declaration to the intended user which provides assurance on the statements in the GHG assertion.
Medical Device: any instrument, apparatus, appliance, software, material or other article, whether used alone or in combination, including the software intended by its manufacturer to be used specifically for diagnostic and/or therapeutic purposes and necessary for its proper application, intended by the manufacturer to be used for human beings for the purpose of: diagnosis, prevention, monitoring, treatment or alleviation of disease; diagnosis, monitoring, treatment, alleviation of or compensation for an injury or handicap; investigation, replacement or modification of the anatomy or of a physiological process; control of conception, and which does not achieve its principal intended action in or on the human body by pharmacological, immunological or metabolic means, but which may be assisted in its function by such means;
Reference standard document: document (or set of documents) indicating the rules, directives or characteristics concerning determined activities or their results against which RINA performs its conformance assessments.
ETV: Environmental Technology Verification

Organisation: client, subject stipulating the contract with RINA to which these conditions apply.
Greenhouse gas programme (GHG): voluntary or mandatory international, national or sub-national system or an accredited or independent scheme that registers, accounts or manages GHG emissions, removals, emission reductions or removal enhancements outside the organisation or GHG project.
RINA: RINA Services S.p.A.: company that offers services mainly ship classification, certification, testing and inspection.
Accreditation Body: the sole body in a Member State has been authorized by that State to perform accreditation activities.
Accreditation activities statement by a national accreditation body that certifies which a conformity assessment body fulfils the criteria set by standards and, any additional requirements, including those set out in relevant sectoral schemes, to carry out a specific conformity assessment activity.
Notified Body: a conformity assessment body which has been notified by a Member State in accordance with Article 16 of Directive 93/42/EEC.
System/product/personnel: system, product or personnel subject to assessment by RINA, as specified in the contract documents. The provisions contained in this document that only apply to system assessments or product assessments are expressly indicated.
Validation: systematic, independent and documented process for the evaluation of a GHG assertion related to a GHG project plan against agreed validation criteria.
Verification: systematic, independent and documented process for the evaluation of a GHG assertion against agreed verification criteria.
UNFCCC: United Nations Framework Convention on Climate Change.
Inspection: examination of a product, process, service of installation or their design and determination of its conformity with specific requirements or, on the basis of professional judgment, with general requirements.

3 NATURE OF ACTIVITY

3.1 The contract requires RINA to perform a system/product/personnel/greenhouse gas (GHG) assertion/medical device conformance assessment against the reference standard document and, in the event of a successful outcome, to issue the relative certificate of conformity and the relative final validation statement and/or a verification statement. RINA makes no guarantee as to the successful outcome of the compliance certificate or the issue of the certificate/final validation, verification or a related statement.
3.2 The contract does not allow RINA to provide any consultancy activities concerning the organisation's implementation and/or maintenance of the requirements of the system/product/personnel/ greenhouse gas (GHG) assertion/medical devices subject to conformance assessment.
3.3 The organisation recognises that a potential conflict of interest may make it impossible for RINA to provide its services. Therefore, it is mandatory to give RINA the business name of the consultant, the name of all the project participants (for the validation and verification/certification of CDM project activities) and the names of persons who carrying out the tasks. Furthermore, the organisation undertakes to inform RINA of any changes regarding these subjects.
3.4 The organisation recognises, moreover, that a potential conflict of interest may arise also after the contract has been stipulated and until its termination. In this case, RINA shall have the right to terminate the contract with immediate effect. Should this be the case, RINA will maintain the right to obtain payment for the services performed until the time of termination."

4 SUBJECT OF THE ASSESSMENT AND REFERENCE STANDARD

4.1 Only the system/product/personnel/ greenhouse gas (GHG) assertion specified in the contract document (bid model) is subject to assessment for the purpose of issuing the certificate/final statement.
4.2 As the certificate of conformity of a company system does not extend to the goods produced or services provided by the organisation, it therefore cannot be used together with them or in such a way as to lead third parties to believe that they are certified.
4.3 Conformance assessment will be performed by RINA on the basis of the reference standard document expressly indicated by the organisation in its certification application. RINA may operate in this sphere both as an Accredited Body and as a non-Accredited Body (unless there is an opposite request by the organisation which shall be communicated by written letter). If RINA obtains accreditation following the issue of the certificate, the certificate will be re-issued referring to the fact that accreditation has been obtained.
4.4 Unless otherwise required by the reference standard document, RINA will carry out its controls to assess conformity of the system/product/personnel/ greenhouse gas (GHG) assertion by means of audits performed using the sampling method. Issue of the certificate, therefore, does not necessarily involve assessment of each single system element, or each single product, or each single activity performed by personnel.

5 LEGALLY BINDING SYSTEM/PRODUCT/PERSONNEL REQUIREMENTS AND LEGALITY CONTROL LIMITS

5.1 During the whole period of validity of the certificate/statement, the organisation undertakes to comply with all legally binding requirements, such as international, national or local laws, regulations, etc., applicable to its products, services, personnel or greenhouse gas (GHG) assertion. The certificate/validation and verification only concerns conformity of the system/product/personnel/ greenhouse gas (GHG) assertion with the reference standard document and does not therefore require RINA to issue a declaration/certificate or verify the Organisation's respect of the above requirements. The Organisation, therefore, is solely responsible for legislative conformity and RINA declines all related liability or guarantee duty.

6 ACCESS TO INFORMATION

6.1 The Organisation shall provide RINA with all the assistance required to allow it to perform its conformance assessments, including provision of the documentation concerning the System/Product/Personnel/Greenhouse gas (GHG) assertion for which certification/validation and verification is required and all relative records.
The Organisation is also to allow safe access to all the areas where activities relevant to the subject of the certificate/statement are performed.
6.2 All the acts (documents, letters, communications, etc.) relating to the system/product/personnel / greenhouse gas (GHG) assertion certification/validation and verification activities shall be regarded as confidential.
Access to and consultation of documents relating to the certificate/statement are reserved to the purposes involved in the certification/ validation and verification process and to the organisation in question.
6.3 If any information concerning to the organisation shall be disclosed due to legal obligations, RINA shall inform the organisation accordingly.

6.4 RINA shall not be liable for any losses due to the provision of false, misleading or incomplete documented information or documents provided or due to the acts or omissions of any other person other than RINA. RINA cannot guarantee the accuracy or correctness of third party information used to execute the Service.
6.5 The Accreditation Body may require its observers or designating authority, in the case of conformity assessment of medical devices, according to Directive 93/42/EEC to take part in the evaluation process performed by RINA in order to ascertain whether the evaluation methods applied by RINA comply with the reference standard document. The participation of these observers is agreed in advance between RINA and the organisation. If the organisation does not allow these observers to take part, no certificate or statement may be granted.

7 REQUIREMENT TO PROVIDE INFORMATION CONCERNING LEGAL PROCEEDINGS

7.1 The organisation undertakes to:
- immediately inform RINA of any irregular situations revealed by the control authorities, as well as any suspensions or withdrawals of authorisations, concessions, etc. relative to aspects connected with the subject of the certificate/statement;
- immediately inform RINA of any current legal proceedings concerning the subject of the certificate/statement, except in the case which the disclosure of such information shall be confidential by law;
- for certificates/statements concerning environmental requirements, immediately inform RINA of any environmental incidents with a long-term impact and/or requiring a response from external organisations and/or requiring communications to be made to public authorities;
- for certificates/statements concerning health and safety requirements, immediately inform in writing RINA about any serious incident or observations/remarks/complaints received from authorities responsible for controlling the workplace;
- keep RINA informed of developments in the above proceedings;
- notify RINA of any incidents immediately, or near miss incidents related to the medical devices subject to assessment, as required by the reference Directive.

7.2 Concerning the above, RINA may perform extraordinary audits and, if necessary, take measures to suspend/withdraw certification/statement, depending on the severity and impact of the event in question.

8 REQUIREMENT TO MAINTAIN SYSTEM, PRODUCTS AND PERSONNEL REQUIREMENTS AND MODIFICATIONS THERETO

a. for system certification
8.a.1 Certificate will be issued following periodical surveys (other occasional surveys can be carried out when RINA deem them necessary and which may take place without any prior notice in accordance with applicable laws). RINA does not constantly check the organisation and, as a consequence, the Certificate does not guarantee that the organisation maintains the necessary requirements on which basis the certificate was issued. The certified organisation undertakes to keep its structure and system compliant with the requirements of the reference standard document throughout the term of the certificate. Furthermore, the certified organisation undertakes to keep records of any complaints that may be related to the maintenance of such compliance and the corrective actions taken and shall make them available to RINA.

8.a.2 If modifications affecting the validity of the Certificate (e.g.: changes in the information indicated in the application for certification, interruption of activity, etc.) occur or are foreseeable, the organisation shall give advance written communication to RINA which may accept the variations or request extraordinary/supplementary assessments to be performed.
8.a.3 If a certified organisation wishes to modify the scope of the certificate, it shall make a written request to RINA which will decide whether or not a new document review or audit is required.
8.a.4 If, following communication of the modifications referred to in point 8.2, RINA requests extraordinary/supplementary audits to be made, the organisation may waive certification and, consequently, the contract by sending written notification to RINA within 30 days of such request.

b. for product, process and service certification
8.b.1 Certificate will be issued following periodical surveys (other occasional surveys can be carried out when RINA deem them necessary and which may take place without any prior notice in accordance with applicable laws). RINA does not constantly check the organisation and, as a consequence, the Certificate does not guarantee that the organisation maintains the necessary requirements on which basis the certificate was issued.
The certified organisation undertakes to keep products, processes and services compliant with the requirements of the reference standard document during the term of the certificate. Furthermore, the certified organisation undertakes to keep records of any complaints relating to the maintenance of such compliance and the corrective actions taken and shall make them available to RINA, as well as of incidents and/or potential incidents, in the case of conformity assessment of medical devices and related follow-up actions.
8.b.2 If modifications affecting the validity of the Certificate (e.g.: changes in the organisation's legal status or corporate name, change of ownership, changes in the management, system for quality, type changes, the original features, the purpose of the products) occur or are foreseeable, the organisation shall give advance written communication to RINA which may accept the variations or request extraordinary/supplementary assessments to be performed.
8.b.3 If, following communication of the modifications referred to in point 8.b.2, RINA requests extraordinary/supplementary audits to be made, the organisation may waive certification and, consequently, withdraw from the contract by sending written notification to RINA within 30 days of such request.

c. for personnel certification
8.c.1 The certified personnel undertakes to inform RINA, without delay, on issues that may affect their ability to continue to accommodate the requirements for maintenance of certification. The certified personnel also undertakes to keeping records of any complaints relating to the maintenance of the technical and professional requirements to be certified and the relevant corrective actions taken, and shall make them available to RINA.
8c.2 Following the notification referred to in point 8c.1, RINA communicate to certified personnel any actions / verifications necessary for the maintenance of the validity of the certificate or suspends or withdraw it, as indicated in section 15 and 16 of this document.
8c.3 If, following communication referred to in point 8c.1 RINA requires extraordinary/supplementary audits to be made, the personnel has the right to waive the certification, and, consequently, terminate the contract by written notice within thirty days following of such request.

9 REQUIREMENT TO MAINTAIN GHG ASSERTION CONFORMITY AGAINST THE REFERENCE DOCUMENTS AND SPECIFICATIONS (APPLICABLE TO VALIDATION AND VERIFICATION OF GHG ASSERTIONS)

9.1 The organisation undertakes to maintain GHG assertion conformity in relation to the reference documents and specifications.
9.2 If modifications or facts affecting the GHG assertion (such as changes of the information declared on the application form, interruption of organisation or project activities, changes in the organisation's legal status or corporate name, relocation of the facilities where activities related to the CDM project activity are/were carried out.) occur or are foreseeable, after the issuance of the validation or verification statement, the organisation shall send a written communication in advance to RINA which may accept the variations or request an extraordinary validation or verification, at the expense of the organisation.
9.3 If, following communication of the modifications referred to in point 9.2, RINA requests extraordinary validation or verification to be made, the organisation may relinquish the contract by sending written notification to RINA within 30 days of such a request.

10 AUDITS AND OCCUPATIONAL SAFETY

10.1 Pursuant to current occupational safety and accident prevention legislation, the organisation undertakes to provide RINA with complete and detailed information relative to the specific risks existing in the work areas where its auditors will be required to operate.
10.2 The organisation also undertakes to promote, through a manager especially appointed for this purpose, co-operation and co-ordination as regards the implementation of occupational risk protection and prevention measures affecting the activities of RINA auditors and require protection both of workers and of all other subjects operating or otherwise present in the said work areas.

11 MODIFICATIONS TO THE CERTIFICATION/VALIDATION AND VERIFICATION PROCESS

11.1 RINA may modify or update the certification/validation and verification procedure, also following changes to the reference standard document or modifications required by Accreditation Bodies. In this case, RINA shall give notice in advance of thirty days to the organisation, which, if it does not intend to comply with such modifications, may waive the contract within 30 days of such communication.
11.2 Any costs for document reviews or on-site audit activities deriving from such legal or regulatory modifications will be charged to the organisation.

12 RIGHT TO UTILISE EXTERNAL RESOURCES

12.1 RINA may either use its employees or duly qualified external staff working on its behalf to perform the activities indicated in the contract.
12.2 These persons are required to respect all the undertakings made by RINA, including those concerning independence and confidentiality.

13 FEES DUE TO THE CERTIFICATION BODY

13.1 For the activities performed for the purpose of issuing the certificate/statement and expressly listed in the offer, RINA shall pay the fees indicated therein. Should the issue of the certificate/statement require supplementary activities to be performed that are not expressly

indicated, the organisation shall pay an additional fee in proportion to the effective commitment required. This fee will be calculated on the basis of the fee indicated in the offer on a man-days basis.
13.2 As well as the fees indicated in the contract and unless otherwise agreed, the expenses sustained by RINA for its assessment activities, calculated on a lump-sum basis as indicated in the offer, will be charged to the organisation. Should the offer not indicate the lump-sum amount of the expenses, these will be reimbursed at the effective cost sustained by RINA. The organisation may request copies of the documents justifying all such expenses.
13.3 Unless otherwise indicated in the offer or contract documents, the organisation is to settle the fees and expenses payable to RINA within 30 days from the date of issue of the relative invoice. Should payment be delayed, late payment interest will be applied at the legal interest rate in force at the moment of payment, plus 2%.
13.4 Fees for the activities performed by RINA shall be paid by the organisation even if the certificate/statement is not issued as a result of the organisation's failure to comply with conformity requirements or in the case of waiver of the contract.

14 TERM OF CONTRACT

14.1 Apart from contracts governing individual performance and unless otherwise agreed by RINA and the organisation, the contract is open-ended. Either party may withdraw from it by giving at least three months' notice before the effective date of withdrawal, such notice be announced by registered letter with return receipt.
14.2 In the above case, however, all the contract provisions governing to the correct maintenance of the System/Product/ Greenhouse gas (GHG) assertion in conformity with the reference standard document remain valid for the remaining term of the certificate/statement, especially as regards the right of RINA to perform the scheduled audits or those in any case deemed appropriate if it has reason to believe that such conformity no longer exists. All the agreed fees for the activities performed by RINA until the effective date of withdrawal shall therefore be payable.
14.3 Subject to the contents of the previous points 14.1 and 14.2, the organisation may withdraw from the contract by sending a registered letter with return receipt to that effect.
14.4 In that case, withdrawal will come into force on the date of confirmation to that effect by RINA or, at the latest, 15 days after the withdrawal communication sent by the organisation.
14.5 If the withdrawal communication is sent less than 30 days before the date of a scheduled audit, the organisation is required to pay RINA 20 % of the fee agreed for that audit.

15 SUSPENSION OF THE SYSTEM/PRODUCT AND PERSONNEL CERTIFICATE

15.1 Apart from the cases expressly referred to in the Rules or Guidelines, RINA may suspend validity of the certificate whenever it has reason to believe that the system (or product or personnel) no longer complies with the requirements of the reference standard document, as well as in the following cases:

a. failure to adapt to the modifications in the rules or standard document communicated by RINA
b. failure to accept periodic or supplementary audits requested by RINA
c. failure to communicate modifications to the organisation, pursuant to art. 7 hereto, or to the characteristics of the product subject to certification
d. failure by certified personnel concerning issues that may affect ability to continue to

meet the requirements for maintenance of certification;

e. failure to provide information about convictions, legal proceedings, complaints or controversies concerning the legally-binding requirements of the product or system or technical and professional requirements of the certified personnel.
f. failure to pay the fees due to RINA within the deadlines indicated in the contract.

15.2 The suspension shall be notified to the Organization by written notice (certified e-mail or equivalent method) which will set out the conditions for the reinstatement of the certification and established the deadline to execute them.

15.3. During the suspension period, the client's certification is temporarily invalid.
For management system certification, the organisation may continue its use of advertising matter that contains a reference to certification (See also clause 21 of this document). Anyway, it shall suitably inform all third parties involved that its certification has been suspended.
For all the other kinds of certification, the organisation and personnel discontinue its use of all advertising matter that contains a reference to certification (See also clause 21 of this document). and it shall suitably inform all third parties involved that its certification has been suspended.

16 WITHDRAWAL OF THE SYSTEM, PRODUCT AND PERSONNEL CERTIFICATE

16.1 Apart from the cases expressly referred to in the relative Rules or Guidelines, RINA may withdraw the certificate of conformity whenever the system/product does not guarantee observance of the minimum requirements of the reference standard document. It may also be withdrawn in the following cases:
a) failure to eliminate the reasons that led to the suspension of the certificate within the deadline communicated by RINA;
b) termination of the activity of the certified organisation (or production of goods) or its suspension for more than 12 months;
c) conviction of the organisation for matters concerning its failure to respect the legally-binding requirements of the certified system or product.
16.2 In the event of withdrawal, the organisation and the personnel, if in possession of the certificate, shall return such certificate within 15 days from the withdrawal communication sent by RINA (by certified e-mail or equivalent method).
The certificate of conformity will be furthermore deleted from the RINA web site (www.rina.org)
16.3 Within the sphere of RINA's commitments, the latter may communicate suspension, waiver or withdrawal of certification to Accreditation Bodies and other third parties who require it. It may also enter the event in the list of certified companies present on its Internet site.

17 LIMITS TO THE CERTIFICATE AND RESPONSIBILITY

a. (for system certification)

17a.1 The issue and maintenance of management system certification constitutes neither a declaration nor a guarantee by RINA that the organisation respects legal obligations and requirements.
17a.2 Consequently, the organisation is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities

and products with applicable legislation and with the expectations of its customers and other stakeholders, and it undertakes to indemnify RINA and its employees and auxiliaries from any third party complaints, actions or claims connected with the activities performed by RINA deriving from this contract.

b. (for product certification)

17b.1 The issue and maintenance of product certification is exclusively connected with assessing conformity of a product with a given reference standard document. In the case of voluntary certification, their effects are limited to the relationship between RINA and the organisation and constitute neither a declaration nor a guarantee by RINA that the organisation complies with the legal obligations and requirements concerning the product.
17b.2 Consequently, the organisation is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and the organisation therefore undertakes to indemnify RINA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by RINA deriving from this contract.

c. (for personnel certification)

17c.1 The issue and maintenance of personnel certification is exclusively connected with assessing conformity of the qualifications possessed or shown by such personnel with those indicated in a given reference standard document. The effects of certification are limited to the relationship between RINA and the organisation and, in the case of voluntary certification, constitute neither a declaration nor a guarantee by RINA that the relative legal requirements are complied with. In no case does certification constitute a guarantee by RINA to personnel, the organisation or third parties as to the correctness of the actions performed by certified personnel.
17c.2 Consequently, the organisation is and remains solely responsible, towards both itself and third parties, for the correctness of the actions performed by its certified personnel and it therefore undertakes to indemnify RINA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by RINA deriving from this contract.

d. (for validation and verification of GHG statements)

17d.1 The issue and maintenance of the validation and/or verification statement is exclusively connected with assessing conformity of GHG assertion with a given reference standard document approved or supported by the national, sub-national system or an accredited /independent scheme.
In the case of voluntary certification, their effects are limited to the relationship between RINA and the organisation and constitute neither a declaration nor a guarantee by RINA that the organisation complies with the legal obligations and requirements.
17d.2 Consequently, the organisation is and remains solely responsible, towards both itself and third parties, for the correct performance of its activities and for conformity of its activities and products with applicable legislation and with the expectations of its customers and other stakeholders, and the organisation therefore undertakes to indemnify RINA and its employees and auxiliaries from any third party complaint, action or claim connected with the activities performed by RINA deriving from this contract.

e. (conformity assessment of medical devices according to Directive 93/42/EEC and subsequent modifications and additions)

17e.1 The verification activity will consist in conformity assessment of the product according to the applicable Essential Requirements (Annex I to the Directive) and conformity of the organisation's quality management system according to the requirements indicated in Annex II or V, whichever is chosen.

17e.2 Therefore, the organisation is and remains solely responsible, towards itself and towards third parties, for the proper conduct of its business and for conformity of its activities and products with the applicable standards and expectations of customers and third parties in general and, therefore, the organisation agrees to indemnify RINA and its employees and auxiliaries against any third party complaint, action or claim related to the performance of RINA activities according to this contract.

f. (Inspection of environmental technologies, according to the ETV (EU Environmental Technology Verification))

17f.1 This verification cannot be considered an endorsement, approval, authorization or warranty of any kind, and the performance parameters provided cannot be extended to other applications or to other technologies. The verification results reflect the performance of the technology at the time and under the conditions of verification; they cannot be understood as guaranteeing the same level of performance in future or under other conditions.

17f.2 Organization agrees not to use the Statement of Verification or verification report, or to refer to those for any other technology or application, and not to use extracts of the Statement of Verification for any purpose.

18 LIMITS TO RESPONSIBILITY

In the event of a failure definitively ascertained by RINA due to errors or omissions in the performance of the activities deriving from the contract, RINA's liability will be limited to either 10 times the contractually agreed fee for that activity or 200,000 euros, whichever is the lesser.

19 COMPLIANCE

19.1 The Organisation declares that it has read the "General Principles of the Organisation, Management and Control Model", published on the following website:

http://sp-resources.rina.org/rinagroup/flippingbook/231/it/index.html

With respect to the contractual relationship between the Organisation and RINA, the Organisation undertakes to refrain from any conduct which may be inconsistent with such "General Principles of the Organisation, Management and Control Model".

Failing this, RINA is entitled to terminate the contractual relationship.

19.2 The Organisation also undertakes not to:

a) pay any commission, percentage or other benefits to any of RINA's employees and/or other of RINA's contractors;

b) enter into any business relationship with any of RINA's employees and/or other of RINA's contractors, that may cause a conflict of interest for those employees and contractors in performing their duties for RINA;

c) give any of RINA's employees and/or other of RINA's contractors any gifts, travel tickets or any other benefits in kind that may go beyond ordinary courtesy in a business relationship.

19.3 Any breach of the foregoing principles by the Organisation shall give RINA the right to

terminate the Contract for cause, while keeping the right to claim damages.
19.4 The Organisation also declares that it has read the "Code of Ethics" published at the following address:
http://sp-resources.rina.org/rinagroup/flippingbook/ethical_code/it/index.html
19.5 If the Organisation does not comply with the provisions of the Code of Ethics, RINA is entitled to terminate the contractual relationship.

20 SUNSET CLAUSE

All claims or requests for compensation from RINA must be made by the organisation, under penalty of nullity, within six months from the event which generated such claim or request.

21 USE OF THE TRADEMARK

21.1 The use of RINA marks by the Organisations is governed by document "Rules for the use of RINA certification logo" and is allowed only if the Organisations have obtained a written authorisation from RINA. It is necessary to consider the requirements listed below:
21.2 Subject to the specific provisions of the RINA rules concerning to the individual services provided or other applicable regulations, the marks must be exclusively used for the services, products or management aspects involved in the assessments performed by RINA and to which the certificates of conformity issued by RINA refer.
21.3 Any use not expressly indicated in the RINA rules relative to individual services, contracts or other applicable regulations, must be authorised by RINA in writing.
21.4 The organisation may not transfer the right to use RINA Marks to third parties.
21.5 Organisations may only use the marks during the term of the certificates of conformity issued by RINA.
21.6a If product and personnel certificates have been suspended, revoked, renounced or terminated in any way or for any reason, either permanently or temporarily, organisations must immediately interrupt all and any use of such marks.
21.6b If management system certificates have been revoked, renounced or terminated in any way or for any reason, either permanently or temporarily, organisations must immediately interrupt all and any use of such marks.
21.7 RINA marks may be reproduced in their true dimensions, or smaller or larger as long as the proportions are maintained and eligibility is assured. The partial reproduction of marks is forbidden.
21.8 The certificates issued by RINA may also be reproduced at the above conditions as long as they are complete and legible.
21.9 For each breach of the rules governing the use of the marks contained in this document, in the contracts, in the RINA rules concerning to the individual services provided or in other applicable regulations, the organisation is to pay RINA a penalty of 30,000 euros.
21.10 RINA may also claim compensation for any additional damage caused by the improper use of its marks by organisations.
21.11 RINA reserves the right to perform all the verifications it considers to be most appropriate to ascertain whether the marks are used according to these rules and any other applicable regulations. It may also request the organisation to produce documentation, such as catalogues, packaging, letterhead, etc. Unjustified refusal by the organisation to produce the documents requested by RINA will cause the contents of the following clause to be applied.
In the event of a breach of the contents of points 21.2 to 21.8 and articles 22, 23, 24 hereto, RINA will be entitled to terminate the service contract pursuant to art. 1456 of the Italian Civil

Code.
21.12 The use of trademarks of Accreditation Bodies by organizations is regulated by the document "Rules for the use of the RINA certification logo" and the specific regulations of the Accreditation Bodies available in their respective websites.

22 SPECIAL RULES FOR SYSTEM CERTIFICATE TRADEMARKS

For any additional special rule for management system certificate trademarks please refer to "Rules for the use of the RINA certification logo".

23 SPECIAL RULES FOR PRODUCT CERTIFICATE TRADEMARKS

23.1 Subject to the specific provisions of the certification rules or guidelines, RINA marks relative to product certificates may only be used on receipt of written authorisation by RINA which provides the organisation with a model of the mark and its relative characteristics.
Any type of reproduction that the organisation wishes to apply to products, sales documents, labels, packaging, etc. must first be submitted to RINA for approval.

24 SPECIAL RULES FOR PERSONNEL CERTIFICATE TRADEMARKS

24.1 Without prejudice to the provisions provided in the individual rules, next to trademark shall always be shown the name of the certified person for extended, and the number of the Certificate of Conformity. In addition, next to the trade mark shall be clearly stated, by the organisation, giving details of the normative document (including its edition) on the basis of which the person has been certified.
24.2 If the Certification Scheme provides for the issuance of a Certificate, or a card, the trader undertakes to use such instruments in accordance with the Code of Ethics RINA, Rules of the scheme of certification, where required, and with this Regulation.

25 COMMUNICATIONS AND ADVERTISING BY ORGANISATIONS

25.1 The provisions of the previous articles 21, 22, 23, 24 hereto also apply to the relationships between RINA and organisations as regards communications, including advertising that the latter intend to do concerning the certificates issued by RINA.
In particular, when performing these activities, organisations must make sure to specify the type of certificate issued by RINA and any limits or conditions imposed by the latter.

26 WAIVER, SUSPENSION, WITHDRAWAL OF ACCREDITATION (WHERE APPLICABLE)

26.1 RINA undertakes to inform the organisation should it decide to waive/suspend/withdraw accreditation in the organisation's sector. It shall provide the necessary information to the organisation during the transition to another Accredited Body.
26.2 RINA declines all liability for any damage caused to the organisation deriving from its relinquishment/suspension/withdrawal of accreditation; in the above cases, the organisation may relinquish certification without notice and without paying additional fees.

27 PROCESSING OF PERSONAL DATA

27.1 The Organisation personal data are processed by the data Controller in the ways and with the purposes described in the RINA privacy notice given to you pursuant to art. 13 of the

Regulation (EU) 2016/679 (hereinafter, the "GDPR").
27.2 The Controller is RINA S.p.A., whose registered office is in Genoa (GE), via Corsica 12, Tax code and VAT n° 03794120109, as well as the Company(ies) in the RINA Group with which you have and/or may sign a services contract (hereinafter the "Controller").
The Organisation have the right to withdraw consent at any time, with particular reference to the consent given for the processing of your data for the purposes referred to in point 2 lett. (b), by writing an e-mail to rina.dpo@rina.org. It does not compromise the execution of the service contract in place.
Furthermore, as data subject the Organisation can exercise the rights provided for in articles 15 and following of the GDPR by sending a registered letter to RINA S.p.A., via Corsica 12, 16128 Genoa (Italy), to the attention of the Data Protection Officer, or by sending an e-mail to the address rina.dpo@rina.org.
27.3 The Data Controller may be contacted via the contact details indicated on the website www.rina.org, as well as at the e-mail address of the Data Protection Officer rina.dpo@rina.org.

28 COURT OF JURISDICTION/ARBITRATION

28.1 Except as established in the following point 28.9 concerning disputes deriving from the payment of fees and expenses due to RINA and those deriving from the use of the mark, logo, name or other distinguishing feature of RINA, any other dispute arising between the parties in connection with the interpretation and execution of the Contract will be submitted to a board of three arbitrators, one appointed by each of the two parties and the third chosen by the first two, or, failing such agreement, by the President of the Order of Lawyers of Genova upon request of the diligent party.
28.2 In the event of a dispute, the diligent party shall appoint its arbitrator and indicate the petitions it intends to submit to the Board in a document to be sent to the other party by registered letter with return receipt, inviting the other party to appoint its arbiter within fifteen days from receipt of the letter.
28.3 Within fifteen days, the summoned party is also to appoint its arbiter and indicate the petitions it intends to submit to the Board. If the summoned party fails to appoint its arbiter within the above fifteen day period, the said arbiter will be appointed by the President of the Order of Lawyers of Genova upon request of the diligent party.
28.4 The two arbitrators appoint a third arbiter to act as Chairman of the Board within fifteen days from the appointment of the second arbiter, except in the case of disagreement and consequent appeal by the most diligent party to the President of the Order of Lawyers of Genova.
28.5 The venue of the board will meet in Genova and the arbitration process will be informal and legally binding.
28.6 The board of arbitrators will make its decisions informally though admitting the principle of cross-examination.
28.7 The decision will be issued within 120 days from the date the Board was formally established, save any extensions granted by the parties and save the right of the Board to extend the term for another 120 days if this is deemed to be necessary for investigative purposes.
28.8 The decision of the arbiters is binding on the parties.
28.9 Subject to the above, any disputes arising from the payment of fees and expenses due to RINA for the services rendered or in any way connected with the contract, and those deriving from the use of the mark, logo, name or other distinguishing feature of RINA, will be exclusively settled by the Court of Genova.

29 APPEALS, REPORTS AND COMPLAINTS

29.1 With reference to the decisions regarding the certification process the organization may appeal against such decision of RINA by explaining the reasons for its disagreement within 30 days of the date of notification of the decision. For appeals related to the BRC Standard this terms is defined within 7 calendar days of the date of notification of the certification decision.
29.2 In addition, the Organization may send a report or a claim on the activities performed by RINA.
29.3 The appeals, reports and claims shall include all the data that ensure the traceability activities RINA subject of the communication by the organisation and be sent to RINA Services SpA, Via Corsica 12, Genova. The procedures for appeals, reports and claims are available on the website of the RINA: www.rina.org.
29.4 RINA will examine the appeal, reports and claims according to their internal instructions, within two months of its submission and consult the organization's representatives, if necessary; the appeal and claims will be examined by persons different from those who carried out the audits or inspections, and made the certification decision. For appeals related to IFS Standard within a maximum of 5 working days, a letter confirming the receipt of the complaint will be sent, within 10 working days of complaint receipt a preliminary reply will be given and within 20 working days a final written reply will be provided. For appeals related to the BRC Standard, a final written reply will be provided within 30 calendar days of receipt.
29.5 RINA shall provide the appellant or claimant with progress reports and outcome.
29.6 The appeal and the compliant which are not solved by the Certification and Service Division, are submitted by the Director of DCI to the RINA Certification Committee, that, upon the relevant investigation, and eventually after contacts with the appellant or claimant, gives its opinion on the appeal or claim within 60 days from the date of receipt of the appeal by the Certification Committee, and communicates by registered letter with return receipt the opinion to the appellant. For BRC and IFS Standards the times are defined as per above point 29.4.
29.7 RINA shall give formal notice to the appellant or claimant of the end of the appeal-or report or compliant handling process.
29.8 The organisation shall assume all costs relating to the appeal or report or claim, unless there are good grounds for the appeal.
29.9 RINA during the management of the appeals, reports and complaints assures that no discriminatory actions will be carried out against the appellant / complainant.

Publication: RC/C17
English edition

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Technical rules