

## **EUROPEAN INSPECTION AND CERTIFICATION COMPANY S.A.**

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# SOCIAL ACCOUNTABILITY MANAGEMENT SYSTEMS CERTIFICATION REGULATION

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#### INTRODUCTION - EUROCERT' S PRINCIPLES

- EUROCERT EUROPEAN INSPECTION AND CERTIFICATION COMPANY S.A. is a private Anonymous Company activating in National, European and international level.
- EUROCERT is not involved, in any way, in providing consulting services for designing and implementing the management systems of the interested companies.
- 3. EUROCERT's independence is assured by its Statutory, its organizational structure and the operation of its Certification Committee.
- 4. All companies that cooperate with EUROCERT are treated equally, with exclusive object the right interpretation and implementation of Certification Standards according to this Regulation.

#### **USED ABBREVIATIONS**

**C.C.R.** : Certified Companies Register

SAMSSocial Accountability Management SystemSocial Accountability Accreditation Services

**SAI** : Social Accountability International

#### ARTICLE 1: PURPOSE OF THE REGULATION

- 1.1. The present document is written in Regulation form, according to internal procedures applied by EUROCERT and are in conformity with the ISO/ IEC 17021 standard requirements, the corresponding IAF guidelines and SAAS procedures. The present Regulation describes the obligations of companies and EUROCERT as well the procedures for issuance, surveillance, extension, interruption, renewal and withdrawal of the Social Accountability Management Systems Conformity Certificate. The Certification of a company results in the immediate record in C.C.R. and its publication in EUROCERT's website. The status of the certificate is also reported to SAAS on a periodic basis
- 1.2. The implementation of the present Regulation is supervised by EUROCERT's Certification Committee. This is an independent Committee that periodically reviews SA8000 certification services provided by EUROCERT. In the Committee there are representatives from (at least) the Hellenic Federation of Enterprises (SEV), the Consumers Union "Quality of Life", the Greek Association of Plant Protection as well as SA8000 experienced representative.
- 1.3. In order to certify a company's Social Accountability Management System (SAMS) according to SA8000, it is necessary to show compliance with requirements of this Regulation and requirements of SA8000 standard.

- 1.4. The issuance of an SA8000 Certificate requires the evaluation of the SAMS of a company according to SA8000:2014 requirements. The certificate must not be used as or confused to a Product Conformity Certificate.
- 1.5. Certified companies may use the following EUROCERT's and SAAS logo on their stationery, literature, and website:





CERTIFIED SAMS SA8000 Cert. No. XXX/CC - SC/MM.YY

XXX: Certificate Number

CC - SC: Country Code (or agency code), - the Standard

Code MM: The month

YY: The year

In case the certification scope does not cover every activity of the company then logo must be accompanied also by a clarification, which will identify the exact certified activities. Logo is exclusive property of EUROCERT, it concerns only the approved company and it cannot be transferred for any reason.

- 1.6. SAAS logo cannot be used on its own but only in combination with the EUROCERT logo. EUROCERT's logo must also always be accompanied by the SAAS logo as above. When using SAAS accreditation logo for SA8000, its size shall not differ from the size of the EUROCERT 's logo. Neither SAAS nor EUROCERT logos can be used in any other colour or dimensional proportions apart from the above.
- 1.7 Neither EUROCERT's nor SAAS accreditation logo for SA8000 shall be used on a product of Certified Organization, its labeling or packaging or in such a way as to suggest that EUROCERT or SAAS have certified or approved any product, process or service of a certified organization or in any other misleading manner.
- 1.8 For any further information concerning the use of logo, the client must contact the EUROCERT Head Offices.

#### ARTICLE 2 : GENERAL REQUIREMENTS

- 2.1 All kinds of companies, respectless of size or activity, can apply for the Certification of a SAMS according to SA8000 to EUROCERT. SA8000 certification is not possible for maritime activities, , covered by MLC sector. Certification is not possible also for organizations without active operations (shell companies).
- 2.2 All applications are reviewed, but in order to be accepted for initiating the Assessment and Certification process, the company must meet the following conditions:
  - a. Has available and valid permits as well as the relevant system's documentation and send them to EUROCERT upon request
  - b. the organization has been engaged in its stated business for at least 6 months prior to application
  - c. Has active contracts with its customers
  - d. Has applied the SAMS for over three months
  - e. Has signed and submitted a detailed application form
  - f. Has read and accepted the current Regulation
  - g. Has signed the EUROCERT's Certification Contract
- 2.3 The company must include all requirements according to the relevant Legislation (National and International, if applicable) in the SAMS.
- 2.4 EUROCERT management and staff (permanent, external associates and subcontractors) handle all information that comes in their possession, during Certification process, as strictly confidential.
- 2.5 EUROCERT ensures impartiality issues, for all its activities, through the operation of its Certification Committee, as well as the Risk Analysis for Impartiality, which is reviewed periodically

#### **ARTICLE 3: APPLICATION AND CERTIFICATION PROCESS**

- 3.1 The company must submit the Application for SAMS Certification to EUROCERT along with the relevant system documentation preferably in electronic form.
- 3.2 The application will be reviewed by the Certifications manager and the SA8000 Program Manager. Points of interest are indicatively the country of the company's location, the nature of the business and the number of company's and on-site sub-contractors' personnel.

  Immediately after the submission of the Application the review process is initiated, during which the content of the Application is checked, as well as any other attached documentation. If required, further documentation may be requested.

In case the application is not accepted, the Company shall be informed in writing.

After approving the application, the company will receive an offer-agreement document.

- 3.3 The offer-agreement document will be signed by the Certifications Manager for Greece and by the Development Manager for cases abroad.
- 3.4 If the company employs the services of a consultant for setting up the SA8000 management system and other duties and responsibilities, then the details of the consultant and his/her degree of involvement must be stated in the application form. The consultant cannot participate in the audit, but his presence is permitted, only as a silent observer.
- In order to schedule the audit, the Company must have a contract signed with EUROCERT. The contract is valid for three years and can be renewed.
- 3.6 EUROCERT, after receipt of the signed contract, prepares and sends the initial audit plan that describes the audit team formation, time and site of the audit and the relevant audit criteria. The client's organization has the obligation to accept the audit plan by signing or ask its modification in writing explaining the reason. If there is no written answer within five (5) days, it is considered as accepted. The same apply for the periodical surveillance audits, except for the semi-announced or unannounced audits.
- 3.7 The initial assessment of the SAMS includes two (2) stages. The time interval between the two stages cannot exceed six months.
- 3.8 The audit team is composed by one or more Auditors, permanent or external associates, approved by EUROCERT's Board of Directors and occasionally from Technical Experts. The team formation is selected in order to have the technological, industrial and business sufficiency to be able to assess the SAMS of each company. At least one member of the team will be expert in interviewing workers on human right issues and familiar with local and national labor and human rights issues and legislation. The team will have appropriate gender mix based upon workforce demographics as well as the appropriate language skills.
- 3.9 Technical experts may come from different sectors of industries, public sector, educational institutions, research centers, working unions, etc.
- 3.10 When external associates are used during an audit, EUROCERT takes all the appropriate measures in order to safeguard impartiality, confidentiality and objectivity. In any case, the company has the right to object and ask for replacement as long as there is an objective and documented reason.

- 3.11 The company has the obligation to allow the audit team members access in its premises, provide any documents and records relevant to the audited SAMS, provide a proper area for the audit team meetings, facilitate auditors by giving them all other required documents and allow them to interview company's staff. The audit team shall be allowed to take photos to provide supporting evidence of audit outcome. An organization cannot refuse permission to take photographs and such refusal would result in SA8000 certification denial. They can, though, review each photograph taken by the audit team before the team leaves the premises. Furthermore, the company has the obligation to ensure that the legal representative of the company and the suitable responsible staff will be present and available during the audit. The same apply for the case of semi-announced and unannounced audits that will take place throughout the 3-year certification cycle.
- 3.12 If the company's activities apply to more than one shift, then all shifts and all crews will be audited at least during initial and recertification audits.
- 3.13 The company has the obligation to accept the presence of an accreditation body representative during the audit. Company is also obliged to allow EUROCERT to conduct a duplicate audit, if required. A duplicate audit in principle repeats the audit that was performed previously to check if the audit findings are credible
- 3.14 The company has the obligation to provide the proper personal protective equipment to the audit team, if this is required.
- 3.15 During the audit, company's procedures are assessed for their compliance according to standard' requirements as well as their implementation. The effectiveness of SAMS is assessed with regard to the company's policies and objectives.
- 3.16 The findings are grouped in critical, major, minor and time-bound non-conformities.

#### A Critical non-conformity is:

A grievous breach of the SA8000 that results in severe impact to individual rights, life, safety and/or SA8000, SAI, or SAAS reputation including a breach of ethical standards, immediate threats to worker lives or grievous and intentional violations of human rights.

The issuance of a Critical NC to an already SA8000 certified organization results in the immediate suspension of the certificate.

## A Major non-conformity is one or more of:

- a. the absence of, or total breakdown of, a system to meet an SA8000 requirement. A number of minor nonconformities against one requirement can represent a total breakdown of the system and thus be considered a major nonconformity;
- b. a nonconformity that judgment and experience indicate is likely either to result in the failure of the social management system in meeting its goals and expectations or to materially reduce its ability to assure control of its policies and directives in the workplace to protect its workers;
- c. a nonconformity that poses an imminent threat to the health and safety of workers
- d. a minor NC that has not been addressed, or for which no significant improvement has been made by the time of a follow-up audit, in spite the organization's commitment to resolve the issue

<u>A Minor non-conformity</u> is a failure to comply with SA8000 which, based on judgment and experience, is not likely to result in the failure of the social management system or reduce its ability to assure the ongoing viability and effectiveness of policies and procedures to protect its workers' rights. It may be one of the following:

- a. a failure or oversight in some part of the organization's social management system relative to SA8000 which is not systemic in nature;
  b. a single observed lapse in following one item of an organization's
- social management system;

<u>A Time-Bound non-conformity</u> is a special non-conformity that may be raised when the organization meets the local law requirements but not the higher requirements of SA8000 or vice versa. A time-bound NC may be issued only regarding regarding working hours and remuneration clauses and the maximum period for corrective action implementation is 24 months. Especially for time-bound NC's, if the organization does not implement their proposed corrective action plan in an effective manner within the time frame agreed, then a critical NC shall be raised and the organization's SA8000 certification shall be suspended and then ultimately withdrawn.

All non-conformities shall be recorded. During initial and recertification audits, the organization shall not be certified unless all critical and major non-conformities are resolved.

EUROCERT shall require the organization to submit root cause analysis and evidence of systemic corrective action for each non-conformity issued.

As a temporary exception and only for the emergency period (due to Covid-19 pandemic) that SAAS Covid-19 Alternative Process Requirements for the SA8000 Program remains valid, the terms of "Covid-19 NC" & "Covid-19 Suspension" are introduced according to SAI document "Responding to Covid-19: Guidance for SA8000-Certified Organisations" and "SAAS Covid-19 Alternative Process Requirements for the SA8000 Program". Relevant details are described in these two documents and may be applied.

The timeframe for the resolution of the recorded NC's is displayed in the following table:

Critical NC		Major NC		Minor NC		Time-				
						bound NC				
Send	Complete	Send	Complete	Send	Complete	Implement				
Corrective	Corrective	Corrective	Corrective	Corrective	Corrective	corrective				
action plan	action	action plan	action	action plan	action	action				
1 week	1 month	1 month	3 months	2 months	6 months	24				
						months				

Table 1. NC response and close-out timeframe

Corrective actions not completed within the allocated timing shall result in upgrading the NC and/or suspension or loss of the SA8000 certificate, depending on the nature of the lapse of the SAMS. All corrective actions shall be implemented and verified prior to the expiration of certification.

<u>Observation</u> is the isolated observed deviation in the documentation, or in the implementation that may lead to a NC in the future.

A considerable number of single observations (as defined above), that consistently focus on specific procedures of the SAMS lead to a non-conformity.

Apart from the findings, the audit team may include in the report <u>Opportunities</u> <u>for Improvement (OFI)</u> for certain clauses of the standard regarding continual improvement. These opportunities shall not be listed in the findings section of the report, but in the relevant section and by no means shall be regarded as consulting.

- 3.17 The company shall receive (by the lead auditor) the final audit report within 30 days of the last day of the audit. As soon as the appointed representative of the company for signing the report signs it (including the stamp of the company), the company is obliged to return the signed report back to the lead auditor as well as Eurocert's H/O by email (info@eurocert.gr) or by fax (+30 2106203018).
- 3.18 EUROCERT does not proceed with the certificate issuance if there are any open critical or major non-conformities. The confirmation of the non-conformities elimination is done either with relative documentation (corrective actions) sent to EUROCERT or with a special audit, if on-site evidence is required.
- 3.19 The Appointed Manager's decision for the issuance or not, of the SA8000 Certificate is based on the audit's results and the technical reviewer's approval. The technical reviewer shall be a competent person, not having participated in the audit.

- 3.20 The Certification Committee validates the Appointed Manager decisions. If the Certification Committee denies the validation, then a Special Audit is conducted under EUROCERT's responsibility, to review the Committee remarks.
- 3.21 EUROCERT is not responsible in case that demands arise from nonconformities on the certified company's relevant legislation. In this case the company is compelled to inform EUROCERT immediately and in writing.
- 3.22 Audit Disruptions
  - When during the audit actions occur that may affect its credibility, such as attempted bribery, power outage, fire, serious accident, denied access to any part of the premises, denied access to records, denied access during an unannounced audit, and other such matters, EUROCERT shall immediately review each case and decide on the continuation or suspension of Certification. In any case, SAAS is informed accordingly.
- 3.23 Eurocert's detailed Anti-bribery policy is presented in Annex A, is agreed and respected by all companies.
- 3.24 Self-assessment of the Management System conducted by the organization is a mandatory requirement before any initial or recertification audit can take place. Registration at SAI platform shall be conducted by the organization, which will pay applicable fees. Management System Maturity Declaration shall be conducted by Eurocert on a periodic basis, as described in the client's contract.

#### **ARTICLE 4** : CERTIFICATION AND REGISTRATION

- 4.1 After the Certification Manager's decision and the payment of the agreed invoice, SA8000 Certificate is issued. On the certificate, the following information is recorded:
  - Scope statement including the certified site address(es) and all activities for related products and services;
  - The version of the SA8000 Standard to which certification applies; date of certification decision; and date of expiration;
  - The certified company's name and address;
  - Any remote sites which are part of the social management system, including their location;
  - The SA8000 logo:
  - The use of any subcontractor, if applicable;
  - EUROCERT's unique certificate number;
- 4.2 The SA8000 Certificate certifies that the company has established, maintains and applies a SAMS, which is in compliance with the requirements of the reference standard and that the company has the infrastructure, the resources and the trained personnel to ensure a constant level of conformity to the standard.

- 4.3 During the three-year certification cycle, every regional office, work site, production unit or other unit, that is relevant to the certification scope, shall be audited.
- 4.4 After the issuance of the SA8000 Certificate, the company is recorded to C.C.R. (Certified Companies Registration). C.C.R. includes the company's name, category or kind of products and/ or services, which are covered from the certification scope, the standard according to which the assessment is conducted, and any other information required.
- 4.5 C.C.R. is frequently updated and is permanently registered on the internet on the website: <a href="www.eurocert.gr">www.eurocert.gr</a>. It may also be published to the media.
- 4.6 In EUROCERT's website, there is the possibility of informing of clients on all matters related to the activities of EUROCERT. The certificate's validity may also be verified with the use of a unique code that is evident on each certificate.
  - Any interested party may request to obtain the necessary information in the context of confidentiality and impartiality, in the website of EUROCERT
- 4.7 EUROCERT informs SAAS every 3 months regarding the list of its SA8000 certified facilities as well as their status and this list is made available to the public through SAAS website: <a href="www.saasaccreditation.org">www.saasaccreditation.org</a>. EUROCERT also has the obligation to report to SAAS on a weekly basis all new issued certificates or suspended/withdrawn ones.

#### ARTICLE 5 : SURVEILLANCE, RECERTIFICATION AND SPECIAL AUDITS

- 5.1 EUROCERT, during the certificate validation period, carries out surveillance audits and follow-up reviews for the full and continuous management system implementation of the certified company in order to ensure the continuous conformity with reference standard and the present regulation.
- 5.2 Surveillance audit type and frequency shall depend on whether this is a single or multi-site certification and may be announced, semi-announced or unannounced. The type and frequency of the audits shall be described in detail in the client contract and conducted as described.
  - An unannounced audit is strictly unannounced without any prior notice to the organization and all feasible precautions are taken in order to avoid the organization being aware in advance.
  - Semi-announced audit is an on-site surveillance audit that is delivered on any day(s) in the usual manner, during a pre-advised 6-week window.
  - A follow-up review is normally an off-site review of the organization's management system continuous implementation of SA8000 requirements and is conducted in between on-site surveillance audits. The follow-up review may lead to minor or major NC's. For the latter case, a special audit must be conducted on-site within 8 weeks.

The organization shall provide full access to premises, and files during all audits and follow-up reviews.

5.3 No delay in surveillance audit shall be permitted, unless the facility is subject to a force majeure such as an earthquake, flood or fire and cannot operate. In these cases, the client's certificate shall be immediately suspended and the reason for such suspension recorded in the client file along with copies of the press coverage for the incident as evidence. If the client commences trading within three months of the incident, a special on-site audit shall be conducted to evaluate and confirm that any impacts no longer adversely affect SA8000 conformity.

If the delay due to a client request is greater than three months, then the client's certificate shall be withdrawn/cancelled.

5.4 The certified company has the obligation to inform in written when there are changes in structure or documentation (changes in the organizational structure, change of the management representative, change of address, extension of activities or stopping of production, changes in main mechanical equipment etc.), which may affect the implementation of the management system that was assessed during the last audit.

EUROCERT may need to conduct a special audit in case of:

- Complaint or auditor bribery investigation
- On-site verification of open non-conformities, if required
- Extension/expansion of company's certification scope
- Calibration/duplication process
- Follow-up after certification suspension
- SAAS request
- Issues raised after a follow-up review

All special audits may be scheduled in short notice depending on one of the above causes. EUROCERT is obliged to inform the client's organization about the reason that a special audit is scheduled. The company agrees to the possible conduct of a special audit during signing of the contract. Required man-days shall be calculated per case and upon a risk assessment.

All of the above shall be documented in the client's file and/or audit report».

- 5.4 The certification cycle shall be based upon the dates of the initial certification decision. The time interval between initial certification and recertification or between two recertification audits shall not exceed three years from issue of the certification decision. There shall be no gaps before the new certification cycle (recertification) commences. The exact time period for conducting the recertification audit is described in detail in the client contract and depends on whether this is a single or multi-site certification.
- 5.5 In any case that the certificate has been expired, recertification cannot take place and an initial audit shall be applied.

#### ARTICLE 6 : CERTIFICATION SCOPE EXTENSION

- 6.1 For the certification scope extension, the certified company must send an application and relative documentation to EUROCERT. Depending on the case, a special audit or a combined one with the yearly audit surveillance, is conducted. Addition of man-days may apply
- 6.2 For the dispatch of the case the procedure described in the article 4 is followed and a new certificate is issued.

#### ARTICLE 7: MULTI-SITE CERTIFICATION

- 7.1 A multi-site is an organization having an identified central function (H/O), where activities are planned, controlled and managed with a network of offices, branches or sites at which activities are carried out. A multi-site organisation need not be a unique legal entity, but all sites shall have a legal or contractual link with the central office and be subject to a common management system. EUROCERT may follow the multi-site certification process upon relevant client request and issue a multi-site certificate, provided that:
  - ➤ A multi-site has a H/O and 2 or more (permanent) sites, where the same kind of activities take place and all sites operate under the same centrally managed system
  - > The company requests multi-site certification through the submission of a detailed application form, listing all sites and relevant personnel
  - The certification scope is similar for all sites
  - > The certification scope shall be transparent and clear for all stakeholders
  - ➤ A centralized management system is in place, controlled by H/O for all sites
  - ➤ Internal audits for all sites are conducted before Stage 2 and recertification audit and at least biennially during the 3-year cycle. The organization shall have at least 1 internal auditor with demonstrated social auditing competency and qualifications
  - ➤ The organization SHALL have one designated and formally nominated SA8000 management representative and deputy at the organization headquarters for the whole group of sites, as well as local management representatives at the additional sites
  - Certificates issued to multi-site organizations shall not contain the names of exclusive suppliers, non-exclusive suppliers or subcontractors and can only refer to the branches that have a common ownership
  - ➤ If the certified organisation demonstrates a systemic failure in meeting SA8000:2014 requirements, then the EUROCERT shall review whether the certified organisation should have their multi-site certification cancelled. Relevant records shall be maintained
  - > All permanent sites shall be listed on the organisation's SA8000 certificate

All required information for multi-site certification shall be recorded in detail in application form and in subsequent communication, if needed. Decision for proceeding with multi-site certification or not shall be justified and recorded.

The audit effort is differentiated in the case of multi-site certification. In particular:

- A matrix of all sites included in the scope shall be available at EUROCERT's documentation with a risk analysis for assigning sampling of location and number of days
- Multi-site Head Office audits shall be performed on a six monthly basis (fully announced audits)
- ➤ If EUROCERT uses a subcontractor for multi-site certification audits, then the same subcontractor shall audit the entire system
- Audit effort for recertification audit shall be the same as Stage 2 with no reduction

## ARTICLE 8: REFUSAL, SUSPENSION & WITHDRAWAL OF CERTIFICATION

- 8.1 The company may decline the certificate's use, with a written notification, at least 3 months in advance. In this case it must return the original certificate to EUROCERT's head offices and must stop the use of EUROCERT's and SAAS Logo.
- 8.2 EUROCERT has the right to suspend an SA8000 certificate when:
  - the company's certified management system has persistently or seriously failed to meet certification requirements, including requirements for the effectiveness of the management system,

- the certified company does not allow surveillance or recertification audits to be conducted at the required frequencies (exceeding two months from the planned time), or
- the certified company has voluntarily requested a suspension.

If the suspension is not resolved within 3 months, then the organization's certificate shall be cancelled/withdrawn.

- 8.3 EUROCERT shall restore the suspended certification only if the issue that has resulted in the suspension has been resolved. Failure to resolve it, in a time determined by the Certification Dpt and communicated, shall result in withdrawal or reduction of the scope of certification.
- 8.4 Regarding any suspension or withdrawal of certificate, SAAS shall be informed accordingly.
- 8.5 In case of permanent withdrawal, the C.C.R. is updated with the condition of withdrawal and the disqualification is announced to the media. After the withdrawal, the company has the obligation to stop every use and advertisement of the certificate and logo within a week and return the original Certificate to EUROCERT's head office.
- 8.6 The company is obliged to stop using the Logo if certificate's validity expires.

#### ARTICLE 9 : CHANGES - REVISIONS

In case there are changes or revisions of the reference standards and of the Certification procedure, EUROCERT informs directly and in written the company, which has the right to decline the Certificate or continue its use. In the second case the Management System must be adjusted within a time limit which will be specified by EUROCERT. The verification of the adjustment with the new requirements will be assessed with a Special Audit. The company will be charged with the relevant cost, if applicable.

#### **ARTICLE 10: APPEALS**

10.1 Appeal is any request made to EUROCERT of a decision that it has made relating to the company's SAMS

- 10.2 The company can appeal against EUROCERT's decisions in written, within thirty days from the notification of the decision. Appeals will be examined and the conclusion, positive or negative, will be given in written and fully documented within three months from receiving the appeal.
- 10.3 Every difference which will be resulted will be solved from an arbitral tribunal, according to relative provisions of the Civil Law. The decision for the tribunal is final, not lodged in further appeals and directly executed.

#### ARTICLE 11 : COMPLAINTS

The certified company or any of its interested parties have the right to submit complaints directly to EUROCERT (<a href="mailto:info@eurocert.gr">info@eurocert.gr</a>) or SAAS (<a href="mailto:saas@saasaccreditation.org">saas@saasaccreditation.org</a>) regarding EUROCERT's certification activities. These complaints against EUROCERT may include:

- misuse of the SA 8000 mark:
- failure to identify critical problems at a facility during the audit;
- inappropriate conduct of the audit by one of its LA's
- failure to properly respond to an appeal or complaint previously filed;
- repeated certifications given inappropriately to facilities not conforming to normative documents within the scope of SAAS accreditation.

EUROCERT shall investigate all complaints and inform the interested party of its outcome within due time.

#### ARTICLE 12 : FINANCIAL TERMS

- 11.1 Before the issuance of the Certificate, the company must pay the invoice for the total cost for the initial certification, as agreed in the contract.
- 11.2 After the issuance of the certificate and depending on the interval for the required surveillance audits or follow-up review, the company must pay the invoice before any surveillance audit/follow up review.
- 11.3 The total cost for the audits is the amount, which has already been agreed with the company in the signed contract.

## Annex A

## **Anti-bribery policy**

Organizations seeking SA8000:2014 certification shall agree to support the Certification Body's anti-bribery policy and support the efforts of SA8000 auditors in undertaking impartial assessment of conformance during the SA8000 certification audit.

EUROCERT provides third-party independent SA8000 certification services, which are recorded and reported to our Impartiality Committee, Certification Committee, SAAS and others, as applicable, as per our contractual agreement. We request organizations' cooperation to enable us to do our job in a professional manner. In return, we commit to treating them and their staff with respect, objectivity and fairness during and after each audit.

EUROCERT has implemented a strict 'Code of Ethics' for our auditors, which prohibit the acceptance of gifts, payment, or benefit of any kind. This policy is presented to all our clients to explain the expectations we have for our own auditors as well as their staff during our visit:

- Bribe requests: Client staff shall never under any circumstances give in to demands or requests for benefits or payments from EUROCERT Auditors. If a EUROCERT Auditor requests or solicits for any direct or indirect benefit or payment, we expect client to contact us immediately.
- 2. Bribe offers: Never, under any circumstances shall client staff offer a payment, bribe, gift or benefit to any EUROCERT Auditor. Any benefit given or offered to a EUROCERT Auditor will be considered as a corrupt practice and will be reported to SAAS within 24 hours.
- 3. Undue pressure: Client staff shall not put any pressure on our employees to execute their work in a subjective way or to amend their findings. Furthermore, they shall not seek out EUROCERT Auditors outside of the audit time period, for example, at their homes, hotel for any reason.
- 4. Work environment: Organizations shall create an environment where auditors can work freely and constructively in a way that allows them to do their job properly, timely, and in such a way that SA8000 audit expectations can be met.
- 5. Lunch: EUROCERT Auditors may not take lunch at an outdoor restaurant with client company management outside agreed audit plan
- Rides: EUROCERT Auditors may not accept rides to the client company location. EUROCERT Auditors may only accept rides under unique circumstances where alternative transportation is not available and with approval from their supervisor.

#### REPORTING OF UNETHICAL PRACTICES

Any attempt of bribing Eurocert auditors shall: a) Be reported to SAAS and b) Result in placing the company on our internal "not to be audited" list and sever all relationships with it.

In all cases of potential unethical practice, companies may:

- Contact EUROCERT immediately and we will objectively investigate any complaint
- 2. Report the issue directly to SAAS at: Social Accountability Accreditation Services, 9 East 37th Street, 10th Floor, New York, NY 10016, United States of America

email: saas@saasaccreditation.org