Certification Regulation for Quality MS

Standard or Certification scheme:	**SA8000®:2014**	**Accreditation Standard:**	**ISO 17021-1:2015** **Reference: SAAS Procedure 200:2020, SAAS Procedure 201A:2015, SA8000®:2014, Performance Indicator Annex, SAAS Procedure 200 v 4.2 Advisory 2022-1**

Certification Cycle:

The SA8000® certificate is valid for three years. The certification cycle for the SA8000® client begins with the certification or recertification decision. The time between the initial certification and subsequent certification (recertification) will not exceed three years. The organization will be monitored through ongoing surveillance audits throughout the three-year certification cycle. The audit program for the SA8000® client is determined for the full three-year certification cycle. To maintain the validity of the certificate, annual surveillance audits are to be carried out. Before the expiration date of the certificate, a recertification audit is conducted to renew the validity of the certificate for the next three-year cycle. The performance of the client organization to the requirements of SA8000® is monitored during each surveillance audit over the certification cycle. The certification cycle is based upon the dates of the initial certification decision. The time interval between initial certification and recertification or between two recertification audits does not exceed three years from issue of the certification decision. There are no gaps before the new certification cycle (recertification) commences.

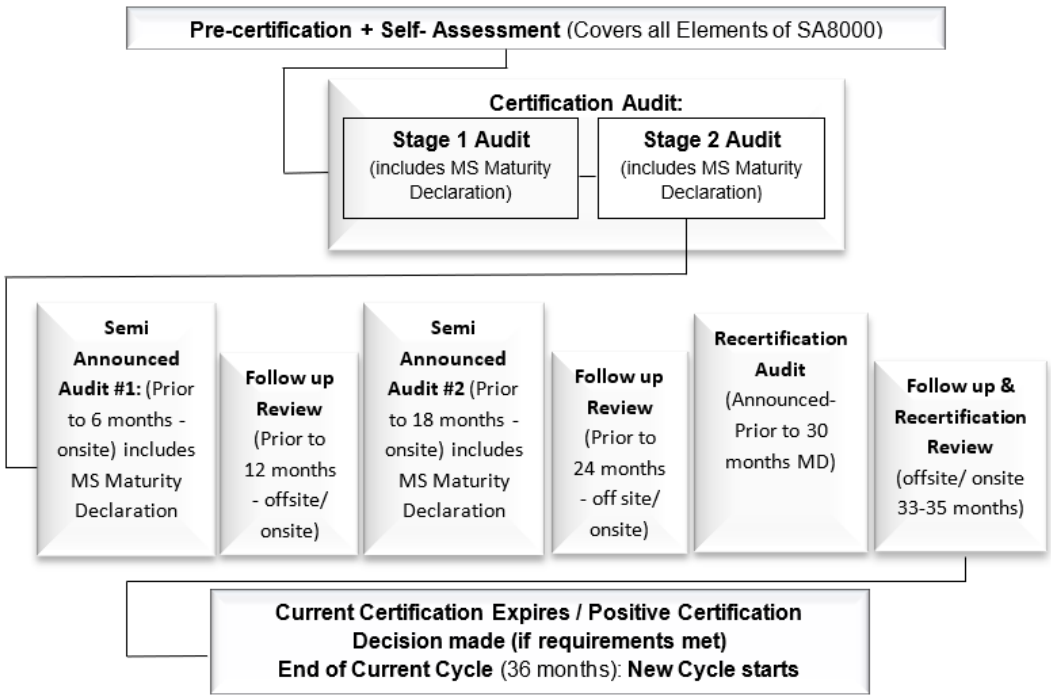
Using surveillance audits and follow-up reviews, the SAAS-accredited CB is monitoring the ongoing performance of its SA8000® Certified Clients against the requirements of SA8000®. All SA8000 certified organizations undergo periodic surveillance audits. Surveillance audits are planned and conducted on an annual basis, over the three-year certification cycle process, except for multi-site clients. Correspondingly the recertification audit process will have to be completed within the same time frame. A more detailed description of the Certification process with the sequence of the audits is in detail at table 1.

Table 1. Annual Surveillance and Re-certification Audit Planning.

Audit/Certification Cycle Activity	**Visit Type**	**Time Window** (to be communicated to the SA8000 Client no less than.)	**Week Numbers**
Certification (Cycle Starts = 0 months)	None	None	0
Surveillance Audit #1 (Prior to 6 months)	Semi announced visit	8 weeks	18-26
Follow-up Review (Prior to 12 months)	*Usually announced and performed off-site, however, CB may, at its discretion, perform follow-up review on-*	4 weeks	48-52

	site (announced or unannounced).		
Surveillance Audit #2 (Prior to 18 months)	Semi-announced visit	8 weeks	70-78
Follow-up Review (Prior to 24 months)	*Usually announced and performed off-site, however, CB may, at its discretion, perform follow-up review on-site announced or unannounced)*	4 weeks	100-104
Re-Certification Audit (Prior to 30 months)	Semi-announced visit	8 weeks	122-230
Follow-up and Recertification Review (33-35 months)	*Usually announced and performed off-site, however, CB may, at its discretion, perform follow-up review on-site (announced or unannounced)*	8 weeks	144-152
Current Certification Expires / Positive Certification Decision made (if requirements met) (Cycle Ends = 36 Months - New Cycle Starts)	None	None	156

A schematic of the Certification Cycle and the required timeframes is presented below:



Scheme 1. SA8000® three-year Audit Cycle

	The Audit time windows at Table 1 above are communicated to the SA8000® Client no less than 8 weeks prior to the audit (or the start of the window for a semi-announced audit). It is the client's responsibility to inform the TA (before the start date of the window) of any local holidays and shutdowns that occur during the window. If the client has valid and in good reason for not being able to accommodate an audit on a day before the first day of the window, then that date is blocked out in the window and the audit not performed on that day. Requests to block out a date received during the specified window are to be ignored and the client informed accordingly. The client is not allowed to negotiate on the dates of the window nor is the window permitted to be moved once the TA has informed the client of the same. Further to the above the following requirements apply: a) Any client that does not readily accommodate a semi-announced surveillance audit visit during the window will have their certification cancelled. b) Semi-announced audits should not be performed on the last day of the window.
Audit Preparation and Planning - Management System Maturity Declaration	Six (6) months prior to conducting the Stage 1 or Recertification Audit, the following actions are partaken: a) The Organisation is set to go through Management Systems Self-Assessment (SA). Organization and may also conduct additional SAs at any time of its choosing. The Organisation is not obliged to share its SA scores with the TÜV AUSTRIA audit team, because SA scores are no longer a component of the SA8000® certification program. b) Management Systems Maturity Declaration (MD) may be abbreviated as "MD." They are performed by the TÜV AUSTRIA's audit team to independently evaluate and declare the audited maturity of the Organisation's management system. MDs are to be independently conducted by TÜV AUSTRIA's audit team in conjunction with each Stage 1, Stage 2, Surveillance, Recertification and Transfer Audit. - MD report/results are recorded and maintained in the online SAI Database. - If more than 6 months pass between the end of the Stage 1 and Stage 2 Audits, TÜV AUSTRIA conducts an additional Stage 1 Audit and corresponding MD. The Organisation is not required to repeat the Self-Assessment under these circumstances. **Note:** A Stage 1 Audit is not performed until the applicant Organisation has successfully completed a SA within the SAI Database. TÜV AUSTRIA is bound to check to confirm the applicant Organisation has successfully completed a SA within six (6) months prior to commencing the Stage 1 Audit. This can be accomplished by reviewing the Organisation's Profile in the SAI Database, which indicates the date of the last completed SA. • Prior to performing the Stage 2 Audit, the TÜV AUSTRIA Audit Team Leader reviews the results of the Stage 1 (and any previous) MD(s). • Prior to performing a Surveillance Audit with a required MD, the Audit Team Leader reviews the results of the previous MDs. • In general, MD processes for Recertification Audits follow the same process requirements as Stage 2 Audits. One addition is that TÜV AUSTRIA confirms the certified Organisation has successfully completed a SA within six (6) months prior to commencing a recertification Audit (similar to Stage 1 preparation requirement). • In general, MD processes for Transfer Audits follow the same process requirements as Stage 2 Audits. However, no SA is required at the time of a Transfer Audit.
Audit	**1:** Full conformity | **3:** Time-Bound Non-Conformity (TB-NC)

Evaluation Criteria / Characterization of Non-Conformities:	**2:** (O): Points of Improvement, the effectiveness of the corrective actions is evaluated during the next audit.	**4:** Minor Non-Conformity (-ies): Correction through the submission of Documents.
	5: Major Non-Conformity (-ies): Correction through Re-audit	**6:** Critical Non-Conformity - CNC

Types of Non-Conformity

Non-Conformity (NC): If fulfilment of a specified requirement has not been demonstrated, a finding of non-conformity is to be reported. In the SAAS-accredited system, identification of NCs initiate a corrective action request (CAR). A CAR is the initial stage in the corrective action process. A corrective action is initiated because of a non-conformity. This process includes containment/correction, root cause analysis, corrective action, and follow-up. NCs are logged.

There are four types of audit non-conformity findings that may be raised as the result of an SA8000® Stage 2, Surveillance, Transfer, Recertification or Special Audit. These are as follows:

a) Critical Non-Conformity (CNC): A grievous breach of the SA8000® Standard that results in severe impact to individual rights, life, safety and/or SA8000, SAAS or SAI's reputation. That includes:

1. A breach of ethical standards.
2. Immediate threats to workers lives; and/or
3. Grievous and intentional violations of human rights.

SA8000® certificates may be denied, cancelled, or suspended when CNCs are confirmed. For example: Flagrant, egregious, or persistent violations of the law is to be usually raised as a Critical N/C against the CB Client's "Management's failure to demonstrate commitment to the law."

b) Major Non-Conformity

A Major non-conformity is one or more of:

- The absence or total breakdown of a system to meet an SA8000® requirement. Several minor non-conformities against one requirement can represent a total breakdown of the system and thus be considered a major non-conformity.
- A non-conformity that the judgment and experience of the SA8000® Audit Team Leader indicates is likely either to:
  1. result in the failure of the social management system in meeting its goals and expectations or
  2. to materially reduce its ability to reliably assure control of its policies and directives in the workplace to protect its workers.
- A minor non-conformity that has not been addressed, or for which no significant improvement has been made by the time of a follow-up audit, despite the organisation's commitment to resolve the issue.
- A non-conformity that poses an imminent and immediate but not life-threatening threat to the health and safety of workers (in which case a Critical NC is to be raised).
- A major non-conformity may be raised after the audit only in the case where an auditor is concerned for their personal safety and the possible consequences that might arise if they raised the Major NC at the time of the audit.

- A major non-conformity that has not been addressed or for which no significant improvement has been made by the time of a follow up audit, despite the organisation's commitment to resolve the issue, will lead to the organisation being issued a warning and moved toward suspension.

c) Minor Non-Conformity

A Minor non-conformity is one or more of:

1. A failure or oversight in some part of the organisation's social management system relative to SA8000® that is not systemic in nature;
2. A single observed lapse in following one item of an organisation's social management system.

d) Time-Bound Non-Conformity (TB-NC):

A special non-conformity that can only be raised because of audit evidence and findings demonstrating that the client organisation meets the local law but not the higher requirements of SA8000®:2014 or vice versa. TB-NC's can only be raised for the findings as described in below table.

Table 2: List of the only Allowable Time Bound N/C's

SA8000 Standard Element	Time-Bound Non-conformity	Maximum Corrective Action Timeline	Monitoring and Reporting Required by TA	Monitoring and Reporting Required by Organisations SPT
Clause 7 SA8000®:2014 standard Working Hours	The client organisation does not meet the maximum working hours and/or maximum overtime hours per week as prescribed by SA8000® or the country law (whichever is the lesser amount)	24 Months	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by TA.	Every 6 months
Clause 8 - SA8000®:2014 standard Remuneration	The client organisation pays workers the legal minimum wage but not a living wage	24 Months	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by TA.	Every 6 months

Note: Under SA8000® standard CBs are encouraged to raise other categories of findings to provide added value to the organisation being audited. These categories of findings may include some combination of those listed below, with appropriate terminology and definition.

a) Observation **(OBS)** - TA can comment on best practice and ensure a value-added component to each audit.

b) Opportunity For Improvement (**OFI)** - these are intended to indicate where practice is inconsistent, or systems may be improved. OFIs are not to be used where Minor NCs ought to have been raised and should not constitute telling the client organisation what to do (i.e., consultancy).

c) TA Eyes Only Comments **(EOC)** - Anecdotal, undocumented, or unconfirmed statements or information that are relevant to the process are to be recorded by TA but not to be included in the audit report to the CB's client. These comments are then used to prepare the TA Audit Team for the next audit.

Time allowed to close non-Conformities

Non-conformities are not to be closed by TÜV AUSTRIA during the audit in which they were issued. TÜV AUSTRIA requires the organisation to submit root cause analysis and evidence of containment and systemic corrective action, along with evidence of effective implementation, for each non-conformity issued.

For the Closure of Non-Conformities - Critical, Major and Minor N/C's TA needs to verify the effectiveness of correction and corrective actions taken prior to closing a Major Non-Conformity.

a) On-site verification of effectiveness is required for closure of all Critical and Major NCs. There may be very limited circumstances when a Critical or Major can be closed via documentation review. TÜV AUSTRIA maintains records detailing this deviation and under what circumstances it was allowed.

b) The special audit to confirm effectiveness of corrective actions addressing Critical Non-Conformity (-ies) is to take place within 30 days of issuance of the Critical NC. The audit to confirm effectiveness of corrective actions addressing Major NCs is to take place within 90 days of issuance.

c) Evidence of verification of effectiveness of the Clients CAP is documented and maintained in the client's file.

TÜV AUSTRIA specifies a time frame in which responses to critical, major, minor and time-bound non-Conformity (-ies) must be addressed as per below table 10:

Table 2. NC Response & Close-Out Timescale

Critical Non-Conformity (-ies)		**Major Non-Conformity (-ies)**		**Minor Non-Conformity (-ies)**	
Corrective Action Plan Sent Within	Corrective Action Completed Within	Corrective Action Plan Within	Corrective Action Completed Within	Corrective Action Plan Within	Corrective Action Completed Within
1 Week	*1 Month*	*1 Month*	*3 Months*	*2 Months*	*6 Months*

The time frame refers to the number of days from the last day of the on-site audit:

a) **Time-Bound** Non-Conformity (-ies) closure is to be addressed as per the below procedure:

	TÜV AUSTRIA determines when and how to perform an on-site audit visit or off-site audit to ensure effective closure of a Time-Bound Non-Conformity. If the SA8000® certified Organisation does not implement their proposed Corrective Action Plan in an effective manner (within the time frame agreed by TÜV AUSTRIA) then a Critical Non-Conformity is raised and the Organisations SA8000® Certification is suspended and then ultimately withdrawn. In exceptional circumstances (such as illness or departure of key personal within the SA8000® Certified Organisation) a one-off extension of a Maximum of 6 weeks may be give against the timelines stated in the Corrective Action Plan (CAP). Any extension is to be formally documented by TÜV AUSTRIA. The Social Performance Team (SPT) is ultimately responsible for the implementation and effective prosecution and monitoring of their Certified Organisations CAP. b) TÜV AUSTRIA and client organisation is to agree on the timing for the organisation's response for the non-Conformity (-ies). In general, this will be as per the Table 10 above c) Organisations are not issued an SA8000® certificate if there are any open Critical or Major Non-Conformities to SA8000®. d) Minor **Non-Conformity (-ies)** may remain open for a specified period, not longer than 6 months, to allow sufficient time to close them effectively with on-site follow up at the next surveillance audit. e) Corrective actions not completed within the allocated timing result in upgrading the non-Conformity (-ies) and/or suspension or loss of the SA8000® certificate, depending on the nature of the lapse of the social accountability management system.
Audit disruptions	In the event audit disruption issues appear TA addresses those issues effectively to the client. Audit disruption issues that can occur during an audit are, but not limited to: • attempted bribery; • power outage; • fire; • serious accident; • denied access to any part of the premises; • denied access to records; • denied access during a semi-announced audit; • and other such matters. Under those conditions an audit is to be terminated and additional actions are required if such a disruption occurs. All disruptions and/or disturbances during audits are documented and records kept in the client file. Detailed steps to report, investigate and address situations of attempted bribery are taken. Process requirements: If the attempt occurs during an SA8000® audit, TA SA8000® auditors issue a Critical Non-Conformity to the organisation.
Audit termination	If during a certification audit such Critical non-conformities become apparent that the auditors can no longer make a recommendation for issuing the certificate, the audited company is notified of the termination of the certification audit. The audit is to be continued later, which is not to exceed the six months. If such serious non-conformities become apparent again that the auditors can no longer make a recommendation for issuing the certificate, the audited company is notified of the discontinuation of the entire certification procedure.

	If an issue is not caused by the client (e.g. power outage), then a certain time is given by the auditor to wait (e.g. 1 hour). If it should take longer, then the audit is cancelled, and a new date is set to then continue with the subsequent assessment. If the incident was the fault of the client (e.g., access denied), then this must be confirmed by the client. The audit is terminated and must be repeated within 8 to 12 weeks as an unannounced audit. If this is not or cannot be done, the certification process is terminated. If an organisation refuses to permit the taking of photographs, the audit is also terminated. As a result, the organisation is not to be certified to SA8000®.
Consultant Definition/ Requirements	Characterization of consultant services permitted/not permitted within an SA8000® system: A *consultant* may be an individual, an organisation, or part of an organisation. For the purposes of Advisory 2022-1, a consultant is a person (or persons) that is not directly employed (i.e., full-time employee status with benefits and company remittances to authorities) by the applicant/certified company that provides, or may provide the applicant/certified company with limited-time external expertise/assistance such as: expert SA8000®-related opinions, analysis, information, advice, and recommendations; and/or training, guidance, and mentoring of management and staff in how to achieve initial and ongoing SA8000® conformity; and/or occasional specialized labor to assist with implementation of SA8000®-related processes but does not, and may not (directly, or indirectly) assume any decision-making authority on behalf of the company with respect to the company's SA8000® Management System; or act as a proxy for the company's management; or communicate with the CB or its Auditors. Clarifications: Any individual who assists the organisation, but who is not a long-term, full-time employee (per applicable employment law, and consistently recognized as a full-time employee within the organisation's formal employment and payroll records), *is considered to be a 'consultant'.* Should the top management of an organisation wish to hire, or retain a consultant to assist with the development, implementation, or maintenance of its SA8000® system, it may do so, but only after establishing a formal, legally binding written contract between the organisation and the consultant in accordance with Advisory 2022-1. A consultant could work with an organisation (before or after certification) only in accordance with the established contract: • to assist with interpretation of SA8000® requirements; and/or • to assist with implementation of processes needed to meet SA8000® requirements (e.g. audits, training etc.). A consultant could assist, but cannot represent, the organisation's management during an external SA8000® certification body (CB) audit or follow-up review. A consultant could provide services, guidance and make recommendations, but cannot make decisions on behalf of the organisation. A consultant may not maintain an inappropriate relationship with, or communicate directly with, CB or CB personnel regarding: • the management of the organisation's SA8000® system. • the activities of the CB (such as audit, follow-up review, corrective action)
Consultancy:	Responsibilities/Requirements for an Applicant or Certified SA8000® Company:

SAAS Procedure 200 v 4.2 Advisory 2022-1:

Interpretive Requirements for Applicants or Certified SA8000® Companies

An applicant/certified SA8000® company wishing to utilize the services of a consultant is to enter a formally documented and legally binding contractual agreement with the consultant (*the "consultant contract"*). The consultant contract is to specify the requirements, expectations/ deliverables, and limitations *for a limited-time* consultant engagement in accordance with the "consultant definition" (outlined above) and the other requirements of Advisory 2022-1. Upon request, the consultant contract is to be made readily available to representatives of the TA, or SAAS, for review and evaluation.

The applicant/certified SA8000® company's management is to ensure that the consultant always operates in accordance with the terms of the consultant contract in a transparent and ethical manner with respect to SA8000® and related requirements. The consultant's responsibilities and relationship to the applicant/certified SA8000® company's management is to be transparent within the management system and understood by the company's personnel at all levels. Applicant/certified SA8000® company management retains overall control of, and responsibility for, all SA8000®-related services provided by a consultant. Such control is to include demonstrating appropriate understanding of related processes; immediate access to process-related records; transparency of, and accountability for process decision-making and results. When interviewed by an SA8000® Auditor, the applicant/certified SA8000® company management must be able to readily demonstrate adherence to the above requirements without the intervention of a consultant. An applicant/certified SA8000® company that is unable to meet the requirements of Advisory 2022-1 (after completion of TA's non-conformity/corrective action process, where applicable) is to relinquish its SA8000® certification and inform TA, its customers, and other SA8000® interested parties, as applicable.

A company's relationship with a consultant would *normally be short-term* in nature (for example: *up to and beyond certification but would typically terminate during the certified company's first certification cycle*).

To satisfy the above requirements, some, or all, of the following controls should also typically be in place:

1. Consultant accountability to applicant/certified SA8000® company's management is clearly defined (For example, within a company organizational chart or similar).
2. Consultant roles and responsibilities are defined, documented, and made known throughout the company (For example, through an agreement and extracts therefrom).
3. Careful management scrutiny of information/documents/data provided by consultant to ensure their veracity, relevance, accuracy etc.
4. Clearly documented contractual terms that address:
    a) The legal, ethical, and commercial obligations of both parties.
    b) Consultant deliverables.
    c) Consultant quality requirements.
    d) Conditions for, and date(s) for, contract termination.

	5. Clearly documented definition of the consultant's involvement, role, and limited authority with respect to: a) Internal Audits. b) Social Performance Team activities. c) Health & Safety Representative responsibilities. d) Management Review activities. Any ancillary services provided. SA8000®-related ancillary services include but are not limited to licensing/credentialing; worker health monitoring; insurance; information technology; payroll; external communications; document maintenance; record-keeping.
Contractual Duration:	The duration of the service and the contractual obligation comes into force upon signature by both parties (TÜV AUSTRIA and Client Organization) and is valid for (3) three years of the relevant offer in cases of initial certification or re - certification. In the case of Accredited Certification Transfer, the duration covers the validity period of the transferred certificate. In the case of transition to a new version of the standard, the duration of contractual obligation is valid until the certification expiry date mentioned on the relative paragraph of the regulation.

The following list provides a key-word-based overview of the changes made to this QM document over time.

Revision	Date	Change	Training
00	10.10.2022	Initial draft	Yes
01	10.02.2023	a) Corrections at Section Certification Cycle, and b) Enhancing the rest of Certification Regulation in line to SAAS Procedure 200A:2020 & SAAS Procedure 200 v 4.2 Advisory 2022-1.	Yes
02	03.05.2023	Add paragraphs at sections a) Consultant Definition/ Requirements and b) Interpretive Requirements for Applicants or Certified SA8000® Companies	No