

PERSONNEL CERTIFICATION REGULATION

English version

The changes compared to the previous version of this document are highlighted with red text.

0. PRESENTATION

This **Personnel Certification Regulation** describes the activities expected by the **ICEP** management system for Personnel certification and the consequent procedures for maintaining this certification over time.

Anyone can apply for certification, the achievement and the maintenance over time, is subject to the ability to demonstrate possession of the of the chosen **Certification Scheme** requirements and, if necessary, to the mandatory regulatory requirements for that professional figure.

The Personnel Certification (i.e. the professional figure and, therefore, of his/her own skills) constitutes a guarantee to anyone interested in this or that particular professional figure.

The Applicant for certification can be anyone, without discrimination of any kind, unless the same is subject to provisions and/or restrictions by the Authority that actually prevent the exercise of the activity for which they intend to apply.

The acceptance of **the Personnel Certification Request** is subject to **ICEP** unappealable evaluation.

ICEP does not provide any consultancy service or training and/or continuing activities that are in conflict of interest with the personnel certification activity.

1. PURPOSE AND FIELD OF APPLICATION

This **Certification Regulation** describes all the methods adopted by **ICEP** to assess the Applicant's compliance with the chosen **Certification Scheme**, the subsequent granting of certification with the consequent inclusion of the Applicant in the **Certified Personnel Register**. This **Regulation** is binding for both the Parties (**ICEP** and the Applicant for certification) who commit themselves to the total respect of all that is foreseen. With the signing of the **Personnel Certification Request**, these **Regulations** are fully accepted without any exclusion.

This **Regulation** also defines assessment methods and conditions for the granting, monitoring, extension, reduction, suspension, revocation and personnel certification abandonment.

ICEP undertakes to make public any modification to the present **Certification Regulation** through its website and/or through direct communications **by mail**, to all persons included in the **Certified Personnel Register**.

ICEP is constantly engaged in the research and development of new **Certification Schemes** interacting continuously with each interested party in finding qualified personnel with certified skills.

2. REFERENCE DOCUMENTS AND DEFINITIONS

Reference documents, voluntary and non-voluntary national/international standards and definitions are referred to:

- in the **ICEP Management Manual**
- in **ICEP Certification Schemes**
- internal documents **00. R_DOC**.

3. CONDITIONS FOR THE GRANT AND MAINTENANCE OF CERTIFICATION

Anyone, without any discrimination on grounds of nationality, sex, religion, race and political orientation, can submit a **Certification Request** which, if accepted by **ICEP**, can have access to ICEP Personnel certification services.

To obtain and maintain certification over time, the Applicant must:

- a) identify and comply with all the requirements (including mandatory) specified in the chosen **Certification Scheme**;
- b) in relation to the chosen **Certification Scheme**, provide ICEP with all the information and/or documents deemed necessary for the correct performance of the conformity assessment activity aimed at certification and the maintenance over time of the certification of the personnel requested;
- c) respect, even in time, all the provisions of the chosen **Certification Scheme**;
- d) maintain the conditions that allowed the grant for the entire period of validity of its certification;
- e) in the presence of complaints, referring to the chosen **Certification Scheme**, provide **ICEP** with all information and/or documents necessary for the correct management and resolution, maintaining an accurate recording;
- f) fulfil any economic commitment made with **ICEP** at the time of the **Certification Request**;
- g) undertake to use the certificates and/or logos and or **ICEP** certification marks correctly and never in a manner that can be misleading as prescribed in paragraph 15 of this **Regulation**;
- h) if necessary and/or in the presence of deviations from compliance with the chosen **Certification Scheme**, implement any request for corrective action to **ICEP** in compliance with the agreed deadlines;
- i) comply unconditionally with the ethical code, inserted in paragraph 16. of this **Regulation**, read and accepted by signing the **Personnel Certification Request**.

4. SKILLS CERTIFICATION PROCEDURE

4.1. Certification Request

Those wishing to obtain his/her skills certification, after having verified the possession of the requirements contained in the chosen **Certification Scheme**, must make a specific written request to **ICEP**, filling in every part the **Certification Request**, which must be dated, signed and transmitted to **ICEP**, attached with all the required documentation.

The signing of the **Personnel Certification Request** implies the acceptance of the **Personnel Certification Price List** in force at the time of the request and of the present Regulations including the procedures for the use of certificates and/or logos and/or certification marks and the ethical code.

Once received the **Certification Request**, **ICEP** proceeds to perform a preliminary examination communicating to the Applicant the acceptance or refusal with the relative motivations and/or any requests for clarification and/or documentation additions.

If the Applicant deems that some points of the chosen **Certification Scheme** are not applicable or require interpretation, he/she will have to make it known before formalizing the **Certification Request** by explaining the reasons in detail.

It is also possible to request **ICEP** support for the correct compilation of the **Certification Request**, the methods are indicated in the **Personnel Certification Price List**.

4.2. Stage 1: verification of documental completeness

After receiving the **Certification Request** completed with all the documentation required by the **Certification Scheme**, the competent **ICEP** function starts the verification of documental completeness.

The document evaluation is carried out by **ICEP** at its headquarters, in the event that any lack is found with respect to the documentation, a formal request is sent by mail or fax to the Applicant who has 10 working days to complete the integration, under penalty of forfeiture of the **Request** and the entire invoicing of the fees defined for the assessment of the **Personnel Certification Request** in the **Personnel Certification Price List** for the chosen **Certification Scheme**.

The completeness and adequacy of the **Personnel Certification Request** complete with all the attached documentation is essential for the transition to the Stage 2.

ICEP, having verified the completeness of the documentation received and/ r sent after the integration request, provides:

- 1) or reject the **Request** by giving an official communication by mail or fax to the Applicant with the related reasons,
- 2) or to accept the **Certification Request** by giving an official communication by mail or fax to the Applicant authorizing the passage to Stage 2 of the certification process.

In the case of rejection of the **Certification Request**, **ICEP** shall in any case invoice the entire fee envisaged by the **Personnel Certification Price List** in force relative to the chosen **Certification Scheme**.

In the case of rejection of the **Certification Request**, the Applicant may request to re-examine his position by giving a detailed explanation of the reasons for the re-examination request. If the reasons are deemed acceptable **ICEP** will re-evaluate the **Certification Request** by confirming or modifying the decision taken. In the latter case, the decision is unappealable.

4.3. Stage 2: Skills assessment and verification

Stage 2 of verification is carried out under the direct responsibility of the **CPR** which delegates the Examiner. The **Examiner** assigned by **ICEP** completes all the verification and evaluation stages of the Applicant's competences.

It is the **Examiner** who confirms the applicability of the required **Certification Scheme** and the degree (or level) where the chosen **Certification Scheme** provides for 2 or more degrees of certification.

This stage consists in the verification, managed by the **Examiner**, of the truthfulness of all the information contained in the **Certification Request** and in the enclosed documents through telephone interviews or "de visu" with Institutes, Universities, organizations, companies, bodies and/or organisms, etc. or even through personal research and/or interviewing the Applicant directly with a significant sampling and which must also be judged by the **Reviewer**

during the verification and ratification of the opinion expressed by the **Examiner** appointed at the end of the whole process before the issue of the certification itself.

The reference documentation for conducting this stage is made up of the chosen **Certification Scheme** and, if applicable, national, European and international rules, regulations and laws.

The Applicant, with the presentation of his **Certification Request**, accepts and authorizes the Personnel appointed by **ICEP** to contact organizations and/or people mentioned in the documentation provided to ascertain the truthfulness, conformity and congruity of what is declared with the requirements specified in the **Chose Certification Scheme**.

The purpose of this stage, in addition to ascertaining the veracity of information on the Applicant, is to proceed to the actual assessment of skills through the collection of feedback from each interviewee. All this verification and evaluation activity of the competences of the Applicant is recorded in appropriate spaces in the same **Certification Request** which also becomes the document for the evaluation and granting of the certification of competences. At the end of this evaluation process the **Examiner** can either express a positive opinion to the issue of the **Personnel Competence Certificate** with the relative level or degree (if foreseen by the Certification Scheme) or carry out additional surveys through a verification by written and/or oral exam.

4.3.1. Skills examination and verification

The assessment of competences with an exam is an integral part of Stage 2 of the certification process and is conducted by the **Examiner** assigned in the presence of **ICEP** personnel acting as supervisor (Witness).

The examination with exam aims to evaluate the candidate's ability to know how to use specific knowledge and skills defined in the chosen **Certification Scheme**.

The exam is conducted by the **Examiner** assigned by **ICEP** after the **Request**, he is competent in the specific field under examination and he also has a specific experience in the management of training courses at least similar to those provided for by the **Certification Scheme** in question. The object of examination will be the reference documentation of the chosen **Certification Scheme**, technical standards, regulations and/or national, European and international laws referred to by the chosen **Certification Scheme**. The aim is therefore to ascertain the experience and the real skills acquired in relation to the **Certification Request** presented.

The exam is divided into two parts: a written and an oral test. The written test consists of carrying out a test of twenty questions (which involves the assignment of a point for each correct answer) to cover all the requirements of the chosen **Certification Scheme**. The oral test, which is carried out immediately after the correction of the written test, consists instead of an interview with the **Examiner** assigned in order to ascertain the real competence of the Applicant for certification. The exam can be supported either in the classroom at the premises indicated by **ICEP** or remotely with video mode (e.g. WEB CONFERENCE video) and always in the presence of **ICEP** (Witness) supervisor personnel in addition to the **Examiner**. The **Supervisor** or **Witness** has the task of ensuring that no conduct is put in place by the **Examiner** that may be prejudicial to the independence and impartiality of **ICEP** both to monitor the **Examiner** himself as well as the conditions and single exam management criteria. Recordings of the Examiner's monitoring activities and the management criteria of the exam are formalized on the Exam Test. Each part of the exam (written and oral) provides a score expressed in twentieths, it is possible to access the oral part only if the Applicant obtains a minimum score of at least 14/20. The oral test is conducted by the assigned **Examiner** who must ascertain the competence of the Applicant for certification in relation to the **Chose Certification Scheme** through the formulation of 4 questions that privilege the discussion of practical cases and/or arguments related to any mistakes committed by the Applicant certification in the written test. The oral examination gives the right to a maximum of 20 points (maximum 5 points for each question) that are assigned by the **Examiner** at the end of the oral exam. The examination, in its entire, is considered to be passed if the applicant obtains a minimum score of at least 14/20 deriving from the arithmetic mean of the two tests.

The examination and the results of the assessment are documented in a clear and appropriate way, by the **Examiner's** care and charge, in Stage2 - Examining and Verifying the Competences of the **Certification Request** together with a summary recording the whole exam.

The Applicant who has to take the oral examination does not have the possibility to refuse the Examiner and/or other possible members of the examination committee (such as the **supervisors** or **Witness**) except for valid and documented reasons.

The Applicant for the competences certification has also the possibility of not accepting the presence of the Personnel sent by the Accreditation Body if this is requested by **ICEP**.

The exam (written and oral) can be done in two ways:

- 1) In classroom: the Applicant agrees with the **Examiner** date, time and place for the examination (reported by the **Examiner** himself in the appropriate areas of the **Certification Request** that will have the responsibility for informing **ICEP** for the assignment of the **Supervisor** or **Witness**). The exam can be performed either at the **ICEP** headquarters (fully meeting all health and safety requirements) or at appropriate facilities (convention centre or hotel) previously approved by **ICEP** in relation to health and safety requirements and suitability for use (taking into account any requests for special assistance received). Therefore the classroom must have adequate conditions in relation to temperature, lighting and noise as well as being an adequate space to ensure separation between the candidates and their safety. The exam can be done even in the presence of only one Applicant.
- 2) In video-WEB CONFERENCE mode: the Applicant agrees with the **Examiner** date and time for the examination (reported by the Examiner himself in the appropriate areas of the **Certification Request** that will have the responsibility for informing ICEP for the assignment of the **Supervisor** or **Witness**) ensuring the perfect functioning of the WEB CONFERENCE account and the line required for connection. In the event of malfunctioning and/ r in the presence of technical problems, the Examiner and Candidate agree a new date and time for the exam.

The **Examiner** proceeds, in the place, date and time agreed, with the examination in compliance with the criteria defined by **ICEP** for the management of examinations and in particular:

- ensures compliance with all health and safety requirements in the place where it is going to take the exam (in the case of video-WEB CONFERENCE mode, it is ascertained that the Applicant is in the same condition and has a link in the availability/effective line that supports the exchange of documents in real time and a video link always active - it must in fact maintain evidence of the connection made);
- presents the examination committee (**Examiner(s)** and **Supervisor(s)**);
- verifies that any need for special assistance previously requested is met;
- illustrates the methods for random selection of the exam questions all extracted from the ICEP management from a single master document and made available only now, at the time therefore of the examination procedure in order to avoid any fraudulent behaviour on the part of anyone;
- illustrates the methods of conducting the exam (written and oral) and the criteria for passing them;

- illustrates the subsequent stages of passing the exam before the possible issue of the **Competence Certificate** as well as the modalities for the active maintenance of the same;
- warns all the participants about the impossibility to keep a copy of the exam (in the case of video-WEB CONFERENCE mode, it ensures the cancellation / destruction of the test sent) at the end of the exam;
- warns all the participants about the fact that it is not possible to consult among the participants the exam and the only documents admitted are the technical standards referred to by the **Certification Scheme**.

4.4. Certification Reviewer Independent Evaluation

The evaluation and ratification activity is carried out by the **ICEP Certification Reviewer** (under the supervision of the **Independence and Impartiality Committee**).

The monitoring of the implementation of the surveillance lies directly with the **ICEP Management**, which is also responsible for examining the appeals concerning the certification activity according to the procedures set forth in these **Regulations**.

The **ICEP Certification Reviewer** ratifies or not the **Examiner's** proposal after having examined the entire documentation of the verification and evaluation of competences process.

With the **Reviewer** ratification the **Certification** authorizes the issuance of the Competence Certificate of the Applicant in accordance with the **Chose Certification Scheme** and the relative degree/level where required.

The **Certification Reviewer** may also take action against the Applicant even during this stage following verified reports from the market, not ratifying the opinion expressed by the **Examiner** assigned and requesting additional checks.

4.5. Findings

The results of all the verification and evaluation stages (Stage 1 and Stage 2) conducted by the **Examiner** and of the independent evaluation conducted by the **Certification Reviewer** described above are shown in the appropriate spaces in the same **Certification Request** which, together with the whole attached documentation and to every correspondence with the Applicant, is kept exclusively in electronic form for a period of at least 5 years. Security backups, using also specialized external companies, are systematically carried out.

4.6. Grant of skills certification

The **ICEP Certification Reviewer** then decides to issue the certification to the Applicant on the basis of the results of the verification and evaluation, and also through oral examination and after having examined the **Certification Request** and the entire dossier of the attached documents.

The **Certification Reviewer** grants the certification only if the result of the verification and evaluation of the possession of the requisites (and, where foreseen, of the passing of the examination) foreseen by the chosen **Certification Scheme** has given positive result.

The achievement of the certification with the related level/degree where foreseen is communicated by **ICEP** to the Applicant together with the invoice to balance all the fees envisaged in the **Personnel Certification Price List** in force. The Applicant only by paying for all of the **ICEP** entitlements accepts the proposed certification with the relevant level/degree if required by the chosen **Certification Scheme**.

Granted the certification of the Applicant, the **Competence Certificate** is issued and registered and the person is entered in the **ICEP-certified Personnel Register** for the **Certification Scheme** in question. This information from now becomes public and is communicated by **ICEP** to the interested parties in the ways deemed most appropriate from time to time.

Together with the **Competence Certificate**, the **ICEP** certification logo and/ r certification mark is sent to the certified person in electronic format, for which one can refer to paragraph 15 of this **Regulation**.

The decision of the **Certification Reviewer** is subsequently brought to the attention and ratified by the **ICEP Independence and Impartiality Committee** which periodically - at least once a year - meets for this purpose.

In case of refusal to issue the **Competence Certificate**, the motivation and/or the actions to be taken to eliminate the causes that led to this decision by the **Certification Committee** together with the invoice will be communicated immediately by mail or fax to the Applicant to balance all the fees foreseen in the **Personnel Certification Price List** in force. The Applicant has 10 working days to request to re-examine his dossier, explaining in detail the reasons for his request for re-examination, attaching all the documentation deemed appropriate to support his arguments. In response to this request, the **ICEP Certification Reviewer** re-examines and confirms or changes the decision taken. In the absence of a request for re-examination by the Applicant in the time and manner envisaged or communication confirming the decision taken, the Applicant cannot make further requests and is required to settle the amounts due and invoiced.

The issued competences certification is valid for **THREE** years from the date of issue and is subject to annual surveillance activities in correspondence with the interim annual deadlines. At the end of the three-year period of validity it is necessary to fill in and send again the **Certification Request**, in the manner specified in paragraph 4.1 and only for the necessary parts (personal data, registration of activities related only to the last three years), of this **Regulation** before the expiration of the **Competence Certificate**, the process of evaluation and granting of the renewal is exactly the one described up to now with the only difference that the written and/or oral examination referred to in point 4.3.1 - where foreseen by the chosen **Certification Scheme** - is re-performed only in the case of a new edition of the reference standards.

5. MAINTENANCE AND MONITORING

During the entire period of validity of the issued **Competence Certificate**, **ICEP** will conduct control and monitoring activities in order to verify the maintenance of compliance with all the requirements of the chosen **Certification Scheme**. In this case the **Certification Reviewer** verifies compliance with the requirements established by the **Certification Scheme** through personal investigations (e.g. verification of improper use of certificates and marks, absence of complaints or non-deontological correct behaviour), analysis of documents (training certificates and/or statements provided) and/or through direct contact with companies where they are carried out audits and training facilities.

If, during the period of validity, discrepancies emerge from the requirements defined by the **Certification Scheme**, the **ICEP** certified person must define a plan with the methods of treatment and the relative actions to be undertaken committing them to be implemented at the time agreed with **ICEP**.

The **ICEP Certification Reviewer** will assess the applicability and effectiveness of these actions. Failure to comply with the commitments will result in the temporary suspension or revocation of the issued **Competence Certificate**. *In this situation ICEP will send a written communication, even by mail, of the suspension or revocation.*

6. MODIFICATION, EXTENSION AND/OR REDUCTION OF THE GRANTED COMPETENCE CERTIFICATION

At any time **ICEP** certified personnel may request to modify and/or extend and/or reduce the certification of their skills. For this purpose, it is necessary to complete the **Certification Request** in the necessary parts and send it to **ICEP** enclosing the applicable additional documentation aimed at objectifying the possession of the requisites/skills required by the chosen **Certification Scheme** for the degree/level required.

Once the **Request** has been received by the certified personnel, **ICEP** carries out the verification activities according to the previously described procedures, on the conclusion of which it communicates whether the modification and/or the extension and/or the requested reduction can be granted.

In the two months prior to the annual expiration of the **Competence Certificate**, **ICEP** certified personnel is required to send a self-declaration about the possession of all the requirements for the annual maintenance of their competence certification, listing them in detail and indicating the exact references to allow **ICEP** a check on the veracity of the declaration produced. The reduction of the certification, when not expressly requested by the certified personnel, is therefore decided *(and also communicated by mail)* by **ICEP** in the case in which evidence of non-achievement of the requisites established by its **Certification Scheme** for its degree/level during the annual surveillance activities.

Therefore, in the event that the certified person at the time of annual surveillance has not yet reached the requisites established by the appropriate **Certification Scheme** for the degree/level held, the **Certification Reviewer** can decide a temporary reduction of the

certification issued with the restoration of it to the achievement of the requirements for annual maintenance. **In this situation ICEP will send written communication, also by mail.**

Due to the reduction of a certification the person certified is required:

- to return the original of the Competence Certificates, that is:
- in the case of temporary reduction, not to use the certification and/or logo and/or certification mark during the reduction period,
- to delete documents that refer to the certification currently in force with the specific grade before the reduction,
- not to use the certification outside the specified scope in the certificate after the reduction.

6.1. Modification of rules, guidelines, regulations and laws in the context of Certification Schemes in use

Any substantial change in the professional and/or legal status of the **ICEP** certified personnel that impacts with the provisions of this **Regulation** and/or with the specific **Certification Scheme** must be communicated to **ICEP**, and the **Management** must review the practice to assess the situation and decide any actions, in agreement with the **Certification Reviewer**, where applicable. In response to the modification of the rules, guidelines, prescriptive documents issued by the accreditation body, directives, regulations and laws in the framework of the **ICEP Certification Schemes**, the **Management System Manager** must review every document on which the change occurred may impact and implement the appropriate actions to implement any changes made in accordance with the provisions of the **ICEP** management system.

In cases where the changes impact with the certified personnel, ICEP will send a written communication, even by mail.

If a transitional period is envisaged for the implementation of the changes made by **ICEP**, the **Management** may use the entire period to fully implement them and implement any consequent action.

Certified personnel for the aforementioned changes must adapt and acknowledge all the requirements modified in the times and methods deemed appropriate and/or envisaged. In the event that the certified personnel decide not to comply with the modified requirements, the provisions of paragraphs 6 and 9 shall be applied.

7. VALIDITY AND RENEWAL OF THE CERTIFICATION CONTRACT

The validity of the **Competences Certificate** is linked to the validity of the **Certification Contract** and to the compliance with the provisions of this **Regulation** and the specific **Certification Scheme** and/or the rules and/or laws referred to in it.

The **Certification Contract** is valid for three years and runs from the date of submission of the **Certification Request** duly signed and is tacitly renewed at the expiration of each validity period of the certification (3 years) for an equal period if it is not expressly cancelled/waived

certification by e-mail or fax by one of the parties within the three months preceding the three-year expiry of the certification of the competences granted by **ICEP**.

In the absence of situations that may lead to suspension or cancellation of the certification, as foreseen by the 9th paragraph of this **Regulation**, at the three-year expiry the certified personnel is required to send the **Certification Request** completed in the necessary parts and send it to **ICEP** enclosing the applicable additional documentation designed to objectify the possession of the requisites/skills required by the chosen **Certification Scheme** for the degree/level required for the three-year renewal.

Once the **Request** has been received by the certified personnel, **ICEP** carries out the verification and evaluation activities according to the methods previously described in point 4. of the present **Regulations**, at the end of which it communicates **by email** if the renewal of the certification can be granted.

If **the figure assigned by ICEP** has doubts about the continuation of the **Candidate's** requirements (example: training carried out and/or quality of the audits carried out) in the past three years he/she may request the Candidate to re-take the exam according to the modalities foreseen by this **Regulation**.

The obtainment of the renewal of the certification with the related level/degree where foreseen is communicated by **ICEP** to the Applicant together with the invoice to balance all the fees envisaged in the **Personnel Certification Price List** in force. The Applicant only by paying all the **ICEP's** entitlements accepts the renewal of the proposed certification with the related level/degree if required by the chosen **Certification Scheme**.

Accepted the renewal of the certification by the certified personnel, the **Competence Certificate** is issued and registered and **ICEP** updates the data of the person already present in the **ICEP certified personnel Register** for the **Competence Certification Scheme** with the level/degree held.

8. REQUEST FOR CERTIFICATION TRANSFER FROM OTHER PERSONNEL CERTIFICATION BODIES

For a **Certification Scheme** already active in **ICEP**, personnel already certified with other accredited or internationally recognized personnel Certification Bodies can submit a **Certification Request** to **ICEP** requesting the transfer of their already certified competence. In this case, the certification process, after verification by **the figure assigned by ICEP**, of the uniformity of the criteria and requirements between the **Certification Scheme** of **ICEP** and the one of origin, follows a simplified procedure, i.e. a document analysis and a verification targeted to the macro requirements to be met.

The figure assigned by ICEP will check whether the requirements of the **Certification Scheme**, in relation to the certification held, satisfy those required by these **Regulations** and the equivalent **ICEP Certification Scheme**.

The certification process is the one already illustrated at point 4. of this **Regulation**.

In any case, **ICEP** reserves the right to accept or not the **Certification Request**, in the latter case motivating the refusal to the Applicant to transfer the competence certification held.

9. WAIVER, SUSPENSION AND REVOCATION OF THE CERTIFICATION

9.1. Waiver

Certified personnel may waive the certification of their skills in the following cases:

- a) if they do not accept any changes to these **Regulations** if they are substantial;
- b) if they do not accept changes in the **Personnel Certification Price List** in a manner not covered by the **Price List** in vigour at the time of the **Certification Request**;
- c) if they do not accept any changes introduced by **ICEP** in the **Certification Scheme** to which their certification refers;
- d) at any time depending on their needs.

In cases a), b) and c) the Personnel must communicate in writing (email or fax) their decision within three months from the date of notification of the variations made by **ICEP**.

Following the waiver, the up to that moment certified Personnel undertakes to:

- return the **Competence Certificate**;
- no longer declare the possession of the competence certification and delete from all documents any reference or symbol relating to the previously **ICEP** certification held;
- immediately cease the use of the certificate and/or logo and/or certification mark and the distribution of any material that reproduces it (including website, e-mail, etc.).

Upon receipt of the waiver by the **ICEP** certified Personnel, it immediately provides:

- cancellation of the **Competence Certificate**;
- the cancellation of the person, for the competence certification subject to waiver, from the **Certified Personnel Register** giving public evidence in the forms deemed most appropriate at the time.

With regard to the **Certification Contract** in cases a), b) and c) the same shall be resolved upon notification of the waiver and nothing will be due to **ICEP** except for the amounts accrued up to the moment of waiver which, if not already invoiced, **ICEP** will invoice in full balance of their own fees for the **Certification Scheme** which is the subject of the waiver.

With regard to the **Certification Contract** in case d) the same is intended to be resolved at the time of the communication of the waiver, however **ICEP** will invoice the fee of 250.00 Euros (plus VAT if foreseen) estimated as a lump sum as a penalty but for the remuneration of the services still to be paid linked to the activities for the cancellation of the **Competence Certificate** and the cancellation of the person from the **Certified Personnel Register** with the subsequent public evidence of the cancellation.

ICEP will send written communication, even by mail, recalling the will of the certified person to the waiver.

9.2. Suspension

The validity of the certification can be suspended by **ICEP Management** in the following cases:

- a) if the certified Personnel have misused or improperly used the certificate and/or logo and/or certification not using the implementing corrective actions required by **ICEP**;
- b) if the certified Personnel, following justified complaints from customers and/or third parties involved, has not put in place suitable corrective actions required by **ICEP**;
- c) if the certified Personnel do not send, during the annual surveillance stages, the documentation required by their **Certification Scheme** or send incorrect documentation;
- d) insolvency.

The suspension is communicated to the certified Personnel by mail or fax, specifying the conditions for the restoration of the certification and the deadline by which they must be satisfied.

During the suspension period, the certified person cannot use the certificate and/or the logo and/or the certification mark on the documentation, nor use the **Competence Certificate** in any form. The suspension can also be the consequence of an agreement between a certified person and **ICEP**; in any case it is formally notified by **ICEP** by mail or fax.

The suspension is revoked only after **ICEP** has ascertained that the requirements of the chosen **Certification Scheme** have been met.

The status of a suspended **Competence Certificate** is entered in the **Certified Personnel Register** for the entire period of suspension.

The suspension does not change the validity period of the certification issued.

The fees provided by the **Personnel Certification Price List** for the maintenance of certification are however entirely due to **ICEP**.

In case of non-re-established suspension of a certification, **ICEP** will activate the Revocation procedure as indicated in point 9.3.

9.3. Revocation

The revocation of the certification is approved by the **Certification Reviewer**, or it can be decided in urgent cases directly by the **ICEP Management** and then ratified by the **Independence and Impartiality Committee** during the first useful meeting.

The revocation is decided and communicated, by mail or fax, to certified Personnel in the following cases:

- a) when the causes that led to the suspension of the **Competence Certificate** are not removed within the maximum limit of six months;
- b) in the presence of ascertained violation of the ethical code contained in these **Regulations**;
- c) ascertained non-compliance with the provisions of these **Regulations**;
- d) frequent failure to comply with the commitments undertaken, even in a non-serious form;
- e) first instance legal conviction for factors related to the certification of the skills possessed;

- f) for sending false and/or counterfeit documentation;
- g) for not using the certification and/or the logo and/or the certification mark;
- h) for prolonged default in payments of **ICEP** services;
- i) for any other serious reason at the sole discretion of the **ICEP Management**.

Following the revocation, the person undertakes to:

- return the original of the **Competence Certificate**;
- do not use the **Competence Certificate** in any form and immediately stop using the logo and/or certification mark by removing all references or symbols relating to the certification of the competences previously held from all documents.

Revocation means that **ICEP** must:

- delete the certified Personnel by the Certified Personnel Register for the specific competence subject to revocation, giving public evidence in the manner deemed most appropriate.

The revocation of the certification also entails the communication of the provision, by **ICEP**, to other recognized control bodies if applicable in the chosen **Certification Scheme**.

In case of revocation of the certification, ICEP will send written communication, even by mail, to the certified person.

10. NOTIFICATIONS

The **Certification Reviewer**, once the verification and evaluation activities carried out during the surveillance and/or renewal stage are completed, if he/she detects deviations from the requirements specified in the **Certification Scheme** and/or notes from the verification process and/or in the presence of complaints and/or other claims of certified Personnel, notifies the necessary actions and/or requests for clarification by email and/or fax indicating the exact terms within which the certified Personnel must provide evidence of the implementation of the actions prescribed and/or clarifications required. The notifications are formalized by mail or fax in order to determine with sure dates the periods of notice in reference to the possibility of suspension or revocation of the certification of the skills possessed.

11. COMPLAINTS, APPEALS AND DISPUTES

Appeals, complaints and disputes, received by any means, are collected according to their type: appeals (direct claims to obtain the protection of a right or an interest), complaints (protest or complaint), appeals (not acceptance of a decision) , litigation (set of disputes between **ICEP** and certified Personnel).

11.1. Complaints

Certified Personnel may file a written *complaint* to **ICEP** if they believe that the quality of the certification, maintenance or renewal service offered does not comply with the provisions of this regulation. Anyone can then submit a complaint to **ICEP** in relation to their certified Personnel.

The complaint must be presented to **ICEP** by any means (e-mail or fax or by post) but always in writing, reporting exactly the subject of the complaint and clear references to objective evidence that support the complaint itself, complaints cannot be anonymous. In the absence of the elements referred to in this paragraph, the complaint will not be taken over by **ICEP** and no response is due to the person who filed the complaint. The complaint is always brought to the attention of the **Management System Manager** who, having verified the completeness of the information and the presence of all the necessary information, decides on the validity of the same by verifying even if it concerns its own certification activities. In any case, it shall take the appropriate corrective action to ensure traceability and correct registration of each phase of the treatment process that must be constructive, impartial and timely. At the end of the management process that is expected - except in special cases - has a duration of no more than 5 working days, **ICEP** communicates in any written manner (e-mail, fax, mail) formal notice of the end of the treatment process or, failing that, update the complainant on the progress of the complaint itself. At every stage of the complaint process, **ICEP** guarantees that no Personnel involved in the subject matter of the complaint are involved.

Finally, if the complaint concerns a certified **ICEP** person, he will notify the complaint, any requests for clarifications or comments regarding the complaint, the progress and the end of the complaint process, guaranteeing it - in terms of the law - any need for confidentiality.

11.2. Appeals

Certified Personnel may appeal against **ICEP** decisions, explaining the reasons for dissent, within 5 working days from the date of notification of the decision. The appeal is the notification of non-acceptance of a decision taken by **ICEP** and must be submitted to **ICEP**, under penalty of non-acceptance, always in any written form (e-mail, fax, post) attaching to it every objective evidence to support the appeal lodged against the **ICEP** decision.

Once received the appeal **ICEP** undertakes to examine it within 10 working days of its presentation, possibly hearing the certified Personnel and/or other subjects involved.

The appeal is brought directly to the attention of the **CEO** of **ICEP** who, having heard the **Management System Manager** (also evaluating the results of any previous similar appeals), initiates corrective action and decides on the validity, on the treatment of it and therefore on the need to re-examine or not a decision taken. In the event that the appeal is deemed to be founded, the **CEO** assigns to another **Examiner** and/or **Reviewer** the dossier in order to arrive at a new **ICEP** decision that may be against the applicant or not. The involvement of the Personnel other than the one involved in the appeal ensures that every appeal is treated by **ICEP** in a constructive and impartial manner, avoiding any discriminatory action against the applicant.

ICEP always provides in written form and by any means (e-mail, fax or mail) to notify the applicant of the receipt, progress and outcome of the appeal itself.

Every expense related to the appeal remains the responsibility of the certified Personnel who promoted it, except in cases of recognized merits.

11.3. Disputes

Any controversy arising from the application of these **Regulations** will be referred to an arbitration board that will be based in Bratislava - SK and which will be composed of three arbitrators:

- one appointed by **ICEP**;
- one by certified Personnel;
- the third (with the functions of chairman) appointed by the first two in agreement with each other or, if in disagreement, by the President of the Italian-Slovak Chamber of Commerce, who will also be responsible for appointing the arbitrator for that part who, invited to appoint its own arbitrator has failed to provide it within thirty days of receipt of the nomination notice sent by the other party.

The jury will set the rules of the procedure in relation to the particular nature of the dispute, and remaining as mandatory only the compliance of the adversarial principle.

The arbitrators will decide according to the law within ninety days from the date of the constitution report. The costs of the arbitration will be borne by the losing party.

11.3.1. Applicable law and competent court

This **Regulation** and the **Certification Contract** are subject to the law of the Slovak Republic. Place of jurisdiction: Bratislava - SK.

12. PRICE LIST

The **Price List** which sets the fees for the certification service performed by **ICEP** is approved by the **Management** and ratified by the **ICEP Independence and Impartiality Committee**.

The **Price List** is susceptible to any changes beyond those due to inflation adjustment. In case of variation, the new **Price List** is communicated to all certified Personnel at least thirty days before the scheduled date of entry into force. The certified Personnel may exercise the right to renounce the competence certification within three months from the date of notification of the variation; **in case of non-acceptance of the new price list, ICEP will proceed with the procedure of certificate suspension/withdrawal at the expiry date, even intermediate.**

13. CONSENT TO SUB-CONTRACT

The applicant for **ICEP** certification services is aware, from the moment of the **Certification Request** signing, of the fact that **ICEP** for the execution of any activity foreseen by its management system has the right to use Personnel and/or external organizations in possession of the prescribed requirements of competence, suitability, independence and absence of conflicts of interest in relation to which **ICEP** assumes and maintains full responsibility for any subcontracted activity, as well as to grant, maintain, extend, reduce, suspend or revoke certification.

In relation to the above and in the absence of explicit observations to the contrary, to be reported in the **Certification Request**, the consent of the applicant is considered acquired to the subcontracting of said activities.

14. CONFIDENTIALITY AND ABSENCE OF CONFLICT OF INTEREST

ICEP, except the consent of the Applicant (and/or certified Personnel) or provisions of the law and of these Regulations or by order of the Judicial Authority, undertakes to maintain the confidentiality of personal and/or related information which may be acquired in the course of the duration of the **Certification Contract**.

In the event that legislative provisions occur, on the basis of which information must be disclosed to third parties, **ICEP** will inform the person of the information to be provided.

All Personnel involved in certification activities in the name and on behalf of **ICEP** may not have had any commercial interest linked to the certification service applicants for a minimum of three years before and after the service has been provided; **for this purpose, please refer to the Certification Request and the Confidentiality Agreement.**

15. USE OF CERTIFICATE AND/OR LOGOS AND/OR CERTIFICATION MARKS REGULATION

All documents and logos and/or certification marks issued by **ICEP** even if assigned the Applicant/certified Personnel remain exclusive property of **ICEP** as they are only licensed for use paid by the fees set in the Price List in vigour at the moment of the subscription of the **Certification Request**.

The **Competence Certificate** issued by **ICEP** can be enlarged or reduced provided it is always clearly legible and the contents and/ r structure are not altered.

The logo and/or the **ICEP** certification mark may also be enlarged or reduced depending on the size of the name and surname of the certified Personnel to whom it is decided to assign it, but maintaining the right proportions and always accompanied by the indication of the **Certification Scheme** to which it is referred the level/degree where foreseen by the **Certification Scheme**.

The **ICEP** logo and/or certification mark, together with the name and surname of the certified Personnel and accompanied by the information above, cannot be larger than them because it can create confusion or transmit misleading messages.



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The **ICEP** logo and/or certification mark, maintaining the right proportions, can be reproduced only in black and white or in the original colours, any other variation is expressly forbidden.

For example, the surface of the logo/brand must respect a proportion equal to 50% of the surface of the surname and first name.

The **ICEP** logo and/or certification mark can only be used if the certified personnel in possession of the **ICEP** certification currently in force and if they comply with these **Regulations** and other **ICEP** provisions that may be subsequently implemented.

The **ICEP** logo and/or certification mark can be used on business cards, envelopes, letterheads, websites, presentations and business proposals, brochures, fairs and advertisements, invoices, commercial prints, faxes, e-mails, etc.

The **ICEP** logo and/or certification mark ceases in case of renunciation, suspension or revocation of certification, in this case the professional will be obliged to eliminate the same from all documents (including websites and documents already printed).

The use of the **ICEP** logo and/or certification mark is incorrect if it is likely to mislead potential users of professional services and also if the certification has not been officially granted or has been suspended, revoked or if it has been used for activities other than those for which it was issued.

The **ICEP** logo and/or certification mark can be used only for the certified competence and therefore referred only to one or more **Certification Scheme** with the relative level/degree if foreseen by the scheme.

The certified Personnel must also:

- submit to **ICEP** the control of advertising material where **ICEP** logo and/or certification mark appears, in order to obtain authorization to launch it in the presence of any doubt as to the legitimacy of the use. Refer in this sense to headed paper model, logo and mark use and SP- Sample Page
- indicate on the document (paper and/ or electronic) bearing **ICEP** logo and/or certification mark, the degree of competence - if provided by the scheme - to which the certification of the skills refers for the single **Certification Scheme**;
- keep a copy of all the material bearing the **ICEP** logo and/or certification mark at making it available to **ICEP**;
- do not use the certification in such a way as to discredit **ICEP** and not make any declaration regarding certification that may be considered misleading or unauthorized by **ICEP**,
- do not use the certification deceptively.

ICEP will check the correct use of the **ICEP** logo and/or certification mark during the annual surveillance and monitoring activities and in case it becomes aware of an improper use of it in addition to the provisions of this **Regulation ICEP** reserves the right to appeal to the competent judicial authority for actions for damages.

16. DEONTOLOGICAL CODE

Applicants or **ICEP** Personnel undertake to:

- make it known to all those request the contents of this ethical code;
- comply with this **Regulation** and with all applicable **ICEP** procedures;
- not to take actions, of any nature, that are damaging the image and/or interests of People, Organizations, Companies, etc., interested in certifying their competence, as well as towards **ICEP**;
- provide full cooperation to any information inquiry on infringements of this Code initiated by Accreditation Bodies and/or by **ICEP** to handle any complaints;
- meet all the commitments undertaken with a formal letter of appointment;
- keep a record of all complaints received allowing **ICEP** to access these records, within 10 working days from receipt of the complaint, send a written communication by mail or fax with a copy of the complaint to **ICEP**;
- not to carry out promotional activities that could induce third parties to an incorrect interpretation of the meaning of the **ICEP** certifications held;
- not to perform activities in competition with **ICEP**;
- always behave in the execution of its activities scrupulously loyal and independent of influences of any nature that may influence their own work and that one of the Personnel which it is, possibly, responsible;
- present to the Client any conflict of interest that may exist in relation to the professional service related to certification, before taking any professional role;
- maintain the absolute confidentiality towards third parties (professional secrecy) on the information of any nature obtained during the professional service and in any case without prejudice to the requirements of the law;
- comply with all applicable laws and also the deontological code of professional orders and/or registers of which you are a part beyond **ICEP**.

17. INFORMATION ON THE PROCESSING OF PERSONAL DATA AND AUTHORIZATION FOR ITS USE

ICEP S.r.o. (hereinafter referred to as the "Data Controller"), in its capacity as data controller, wishes to inform you that the data you provide will be processed lawfully, fairly and transparently by Icep S.r.o. and will also be limited to what is necessary for the purposes described in this information notice. To this end, Icep S.r.o., pursuant to art. 13 of EU Regulation no. 2016/679 (hereinafter, "GDPR"), provides you with the following information. Purpose and legal basis of the treatment:

Your data will be processed for the following purposes:

- Purpose A. without your consent to fulfil the contract between you and Icep S.r.o.;
- Purpose B. without your consent for any communications to public bodies, addressees by law, regulations and / or to fulfill a legal obligation for participation in tenders and / or tenders;
- Purpose C. with your consent in order to proceed with the publication and dissemination of data relating to your physical identity, such as your portrait may be contained in photos

and / or video, on the company website (www.icepsro.net), social networks (eg: facebook, twitter) or on paper (newspapers, brochures) for information and promotional activities.

Recipients of the Data

The data collected may be communicated to recipients who will process the data as external managers and / or natural persons acting under the authority of the owner and external managers (agents). In addition, your data may be disclosed to supervisory bodies, judicial authorities and all other persons to whom disclosure is required by law for the performance of these purposes. The data relating to your physical identity, such as your portrait possibly contained in photos and / or video, may be published and / or corporate website (www.icepsro.net), social networks (eg: facebook, twitter) or on paper tools (newspapers, brochures) for information and promotional activities.

Retention period

Your personal data will be kept for the entire period of the contractual relationship between you and Icep S.r.o. and, at the end of the employment relationship, for another ten years. Your data for the purposes of C will also be kept for a period not exceeding five years.

Rights of the interested party

As an interested party in the processing of personal data you have the right to ask the owner:

- access to personal data (type of data, purposes, etc.);
- correction or deletion of data;
- limitation to processing;
- data portability;
- opposition to processing.

These requests must be submitted to the Owner, by contacting him at the following e-mail address: icep@iceponline.com

As an interested party, you also have the right to lodge a complaint with the Guarantor Authority.

Obligation to communicate data

The communication of your personal data for the purposes A and B described in section "Purpose and legal basis of treatment", as well as being a necessary requirement for the conclusion and / or management of the contract, is a legal obligation. Failure to provide such data would make it impossible for Icep S.r.o. to proceed with the timely fulfillment of legal and/or contractual obligations and would therefore not allow the conclusion or maintenance of the contract between you and Icep S.r.o. Consent for the purposes of C is optional; therefore, your refusal does not affect the conclusion or maintenance of the contractual relationship between you and Icep S.r.o..

Withdrawal of consent



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You may revoke your consent for C purposes at any time by contacting the following e-mail address: icep@iceponline.com.

Automated Process

Your data will under no circumstances be subject to an automated decision-making process, including profiling.