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1. Introduction

These Scheme Rules have been specifically written by **International Associates**, hereinafter known as "**IA**" to meet the specified accreditation requirements of Social Accountability Accreditation Services (SAAS) for Certification Bodies conducting assessment and certification services to the SA8000:2014 Standard.

The **IA** Scheme Rules also form part of the contract with each client via the quotation/contract.

IA retain the sole authority for all decisions relating to certification, including the granting, maintaining, renewing, extending, reducing, suspending, and withdrawing of certification.

2. Scope

SA8000:2014 certification is open to all Organisations in any Country within any industry and does not depend on whether they belong to an Association or Group, with the following exceptions:

- Maritime Activities
- Fishing Workplaces
- Offshore Workplaces

SA8000 certification is not available for Maritime Activities, Fishing Workplaces, and Offshore Workplaces. These industry sectors present challenges to various SA8000 requirements.

Maritime Activities covered by the ILO Maritime Labour Convention, 2006 (MLC) are excluded from \$A8000 certification. The MLC does not cover work on fishing vessels, small traditional craft, vessels in sheltered or inland waters, or warships. Thus, certification to \$A8000 is available for activities related to seafarers on vessels that navigate exclusively in inland waters or waters within, or closely adjacent to, sheltered waters or areas where port regulations apply.¹

Fishing Workplaces are excluded from SA8000 certification for the same reason given for Maritime Activities. However, SA8000 may be available for certain commercial fishing vessels that navigate exclusively in rivers, lakes, or canals. Offshore Workplaces are excluded from SA8000 certification because the working time schedules consistently exceed the working hour limits of the SA800 Working Hours requirement.²

3. Confidentiality

- a) IA agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the IA quotation/contract.
- b) Where IA are required to disclose information to a third party either by law or as required under maintenance of certification by an Accreditation Body, the client shall be informed of the information as required by law.

c) All **IA** certificates can be verified by sending an email to enquiry@ia-uk.com.

4. General Conditions

IA basic conditions for gaining and maintaining certification with are that all applicants agree to and comply with the following rules:

- a) All information deemed necessary by IA in order to complete the certification process shall be made available by the applicant company.
- 1 SA8000 Certification Restrictions, Social Accountability International (SAI), September 2017, p3
- 2 SA8000 Certification Restrictions, Social Accountability International (SAI), September 2017, p4
- b) If IA are not satisfied that all requirements for certification have been met it shall inform the applicant in writing stating which requirements.
- c) When the applicant can demonstrate that effective corrective action has been taken within a specified time limit, then IA will arrange only to repeat necessary parts that cannot be verified by the submission of documented evidence.
- d) If the applicant fails to take effective corrective action within the time limit, then IA may repeat the audit in full at additional cost.

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- e) Identification of conformity shall only apply to site(s) audited and within the scope of certification as shown on the IA certificate.
- f) All fees must be paid as shown on the individual quotation. No certificate shall be issued for initial assessment or re-assessment until fees have been paid in full. Certification may be suspended if annual fees are not paid in full within the time frame set out within the individual quotation.
- g) In order for the certificated company to demonstrate effective management reviews and internal audits these activities shall be carried out at a frequency of no less than once per year.
- Failure to return all certificates of certification shall result in legal action being taken against the company for unauthorised use or certification and accreditation marks and on misleading and inaccurate claims of certification.
- i) The applicant must allow IA to conduct ongoing surveillance visits at the times stated within the individual quotation. Any additional unannounced audit other than the requirement at the second surveillance shall be outside the scope of the initial quotation and therefore will attract an additional charge.

- j) Should there be a change in location, scope, number of workers, change in personnel to the Management Representative or Worker Representative then IA should be advised in writing as soon as practicable.
- k) If an audit is terminated due to lack of implementation, a re-audit shall take place.
- Valid certification is based upon on-going surveillance visits, should surveillance visits not be carried out on time then certification is at risk and can be suspended or even withdrawn.

5. Application for Assessment

On receipt of a completed Application for Quotation Form IA will conduct a pre-contract review system and a quotation shall be prepared and sent to the prospective client, together with these Scheme Rules and Anti-Bribery Statement. Prior to completing and sending the Application to IA shall have a demonstrated capability to meet all SA8000:2014 requirements.

6. Contract Acceptance

a) Prior to any arrangement being made for an assessment, the quotation is required to be signed by the Client. Signature on the quotation/contract indicates formal acceptance of these Scheme Rules as stated within the quotation/contract. b) After accepting the contract and prior to Stage 1 audit, the client shall make an account in the SAI Portal https://database.sa-intl.org/netapp/index/index and take the Management Systems Self-Assessment.

7. Initial Assessment

The initial assessment is conducted in two stages:

a) Stage 1 Visit

The objectives of this visit are as follows:

- to audit management system documentation.
- ii. to evaluate the location, site specific conditions and to undertake discussions with personnel.
- iii. to collect information related to the scope of application and related statutory and regulatory requirements.
- v. to evaluate if there are effective monitoring systems and whether management reviews and undertaken to determine preparedness for the stage 2 audit.
- v. to produce a process-based audit plan for the stage 2 visit.

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- vi. for organisations with multi-sites, then auditing shall be as stated in the individual quotation/contract.
- vii. If the organisation has retained a consultant to help it achieve \$A8000 certification, the consultant may attend, however may not interfere with the audit.
- viii. The Management System Maturity
 Declaration shall be conducted at the
 end of Stage 1 Audit and prior to Closing
 Meeting, at which the score shall be
 communicated to the client during the
 meeting.

Only when it has been determined that the applicant company is prepared for the stage 2, shall a date be agreed for that visit.

b) Stage 2 Visit

The objectives of this visit are as follows:

- information and objective evidence regarding the standard.
- ii. performance monitoring, measuring, reporting and reviewing key performance objectives and targets.
- iii. the management system performance regarding legal compliance.
- iv. operational control of the management system processes.
- v. internal audits and management reviews.

- vi. management responsibility for policies.
- vii. links between policy and legal requirements, competence of personnel, operations, procedures, and data.
- viii. confidential worker interviews.
- ix. The Management System Maturity
 Declaration shall be conducted at the
 end of Stage 2 Audit and prior to Closing
 Meeting, at which the score shall be
 communicated to the client during the
 meeting.
- x. Should the first day of Stage 2 Audit be conducted more than 6 months from the last day of Stage 1 Audit, the client shall undergo an additional Stage 1 Audit.

All audits are based upon sampling and therefore not a guarantee of 100% conformity with the standard, therefore it is critical that are effective monitoring systems in place.

8. Certification

- a) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action, and preventive action to IA within 30 days from the last day assessment visit.
- b) Non-conformities will be raised only against \$A8000:2014.
- c) On completion of the on-site Assessment the Lead Auditor reports back to IA. The Program

Manager of **IA** shall review the report and supporting information, including the recommendations made by the Lead Auditor and decide whether to grant certification.

- d) Prior to a review being undertaken by the Program Manager details of corrections, corrective and preventive actions shall be sent within 30 days of the last day of the audit. Should the Scheme Manager accept the actions supplied and the report, then certification shall be granted.
- e) Where the Program Manager does not accept the report, then the **IA** Impartiality Committee shall be informed for the purpose of holding an appeal.
- f) SAAS reserve the right to conduct a duplicate audit or attend an audit with IA. By accepting the quotation also accept the terms with these Scheme Rules which may require a duplicate audit to be conducted.
- g) Should the certification period expire then a full stage 1 audit shall be required in order to restore certification.

9. Surveillance

a) After the issue of the certificate of certification, surveillance visits shall be carried out. If substantial areas of concern are identified, then extra visits may be scheduled at the discretion of the SA8000 Program Manager.

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domain.

- h) On each and every on-site surveillance visit as per visit type, the following items shall be audited:
 - i. Verification of the number of personnel and scope
 - ii. Management review, internal audits, and corrective action
 - iii. Response to complaints and effectiveness of complaint mechanism
 - iv. Worker training and worker awareness
 - v. Effectiveness of root cause analysis, corrective and preventive action
 - vi. Effectiveness of health & safety management system
 - vii. Activities of Worker Representative
 - viii. Analysis of working hours and remuneration
 - ix. Calculation of living wage
 - x. Use of CB and SAAS SA8000 mark and logo
 - xi. Update of SA8000 audit records
 - xii. Confirmation that the \$A8000 Standard is posted
 - xiii. Site tour of facilities
 - xiv. Effectiveness of SPT
 - On each and every Follow-up Review, the following items shall be audited:

- b) The client agrees to meet the extra costs relating to such additional surveillance. Should surveillance not take place when required then certification shall be suspended and published in the public
- c) For single site clients: On-site audit shall be conducted at 6 and 18 months followed by off-site Follow-up Review at 12 and 24 months if under the Annual Surveillance Program.
- d) For multi-site clients: On-site audit shall be conducted every 6 months.
- e) All shifts shall be audited during at least one surveillance in the 3 year certification cycle. However, in cases where only one or two days apply, the timings shall be modified to allow for all shifts to be covered and still maintaining an 8-hour audit day.
- f) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action, and preventive action to **IA** within 30 days from the end of the surveillance visit.
- g) The certificate holder shall allow IA the right of access for the purposes of maintenance of certification as per \$A8000:2014 Standard Clause 9.7.1

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- i. Review of certification scope
- ii. Confirmation of number of employees, personnel, location
- Progress and/or closure of previous non-conformities, timebound non-conformities
- Review of health & safety implementation (risk assessment, corrective and preventive actions, etc.)
- v. Internal monitoring, complaint management and improvement processes

10. Re-Certification

- a) A Re-certification audit shall be conducted not later than 30 months after the certification date for single-site and multi-site facilities to evaluate the continued fulfilment of all of the requirements of \$A8000:2014 unless there is a properly documented justification. The visit and any corrective action must be closed in advance of the certificate expiry date.
- b) For any non-conformities raised, the client shall conduct root cause analysis and send details of corrections, corrective action, and preventive action to **IA** within 30 days from the end of the re-assessment visit.
- c) Prior to a review being undertaken by the Scheme Manager details of corrections, corrective and preventive actions shall be sent within 30 days of the last day of the audit. Should the Program Manager accept

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the actions supplied and the report, then certification shall be granted.

- d) Where the Program Manager does not accept the report, then the Impartiality Committee is informed for the purpose of holding an Appeal hearing
- e) Any non-conformity raised at the reassessment visit shall be closed-out prior to a new certificate being issued.
- f) The entire management system shall be audited which shall include all shifts.
- g) After a Re-certification Audit, a Recertification Follow-up Review shall be conducted to confirm that all required conditions for re-certifications are met. Recertification Follow-up Review shall include:
 - Reconfirmation of SA8000 certification scope
 - ii. Reconfirmation of number of employees
 - iii. Reconfirmation of certificate and other certification details
 - iv. Confirmation that previously raised critical or major non-conformities have been addressed and closed
 - v. Recommendation / Nonrecommendation for continued certification to \$A8000

11. Use & Misuse of Certificates, Logos & Marks

Once a Certificate has been issued, then the client has the right to publish the fact and to apply the logo on their stationery and promotional material. The marks can only be used as specified with clause 23 of these Scheme Rules. Other conditions are as follows related to certification:

- a) That no misleading statements are implied or made regarding certification.
- b) That no certification document is used in a manner that would mislead clients or registered companies or the public in general.
- c) Upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising, such as brochures, letterheads, business cards, web sites, etc., and return the certificate to IA.
- d) Should a scope of certification be reduced, amend all advertising materials where details of the scope have been published. For all reductions or increases in scope the original certificate to be returned to **IA**, prior to any updated certificate being issued.
- e) That nothing is implied, or an impression is given that certification activities are outside of the scope of certification.
- f) Not to use certification in any way as to bring into disrepute the credibility of IA or of Accredited Certification that could affect public trust and confidence.

12. Suspension, Extensions, Reduction & Withdrawal

Following a successful assessment and subsequent Certification of a Client's System to SA8000:2014 some of the following activities may apply as follows:

a) Suspension

- i. as a result of continued misuse of a certificate or logo.
- failure to implement corrective action within the specified time scale as a result of concern identified at Assessment, Surveillance or Re-Certification visits.
- iii. any other breach of the **IA** quotation and/or Rules of Certification.
- iv. when a major non-conformity is raised during any visit, after the Initial Assessment.
- v. under suspension it is not permitted to use any logos on any advertising materials until the suspension has been lifted.
- vi. the Scheme Manager of IA shall write to the registered client outlining the suspension conditions and how the suspension can be lifted.
- vii. if the delay on conducting the surveillance is more than 13 weeks from the due date, then, the client certificate shall be suspended.

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- viii. should the certification be suspended, the following conditions shall apply:
 - A date for the audit to be agreed within 30 days of the suspension
 - 2) Audit to take place within 60 days of the suspension
 - 3) Within 90 days, the date of the following visit shall be agreed which shall not be more than
 - If any condition on (a), (b), or (c) has not been met, then a cancellation of certification shall take place.

b) Scope Extension

For all extensions to scope the registered client has to make a request to **IA** in writing. The request shall be reviewed, and a new quotation sent out. Upon acceptance **IA** shall decide the action required to verify and validate the scope extension.

c) Scope Reduction

Reductions to scope could be a result of an initial assessment, which shall be confirmed within the assessment report. Should a reduction in scope be recommended by an **IA** Lead Auditor at a surveillance or re-assessment visit this has to be noted in the report and the Program Manager informed.

d) Withdrawal

Such withdrawals could be as a result of:

- i. failure to meet any requirement of the suspension conditions within Section 12 (a) above.
- ii. failure of a client to settle an account with IA within 1 month of formal notification of a failure to settle an account.
- iii. voluntary withdrawal, in such a case IA require this in writing.
- iv. the certificate of certification shall be returned to **IA** when **IA** has informed the client that withdrawal has been complete. No copies of certificates shall be used, or logos displayed after withdrawal has taken place.

13. Appeals

If the applicant/client is not in agreement with the Lead Auditor's recommendation after an Assessment, Surveillance or Re-Assessment then they are at liberty to lodge an appeal with the Program Manager of IA. The Client shall support his reasons by objective evidence. All appeals will be heard by a Sub-Committee of the IA Impartiality Committee.

The Sub-Committee may hear evidence from the client's representative and the Lead Auditor. The decision of the Sub-Committee is final and binding on both the Client and IA. No counter claim will be allowed by either party. No costs, for whatever reason, will be allowed for either party as a result of an appeal.

14. Complaints

- a) Complaints Sent Directly to IA
 - All complaints received by IA within the scope of SAAS accreditation shall be entered into the IA management system.
 - ii. An acknowledgement shall be sent to the complainant within 5 days of receipt. The complaint shall be reviewed, and a determination made as to its validity. Should the complaint be accepted an investigation shall then be carried out by IA which may involve an unannounced audit or interviews with stakeholders such as NGO's, Trade Unions, and the Complainant as a minimum.
 - the complaint not be accepted the complainant shall be advised of the reasons together with details of the IA appeals procedures. Upon completion of the investigation into the complaint, the complainant shall be sent a report presenting the resolution of the complaint and the reasons for the conclusion.
- iv. IA are required to send SAAS a detailed report of any complaints received every 6 months. Client management have the right to submit a written response to the allegations regarding any complaint.

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b) Complaints Received by SAAS

Any complaint received by IA from SAAS shall be acknowledged within 5 days. Within 10 days a report shall be sent to SAAS with an action plan. The investigation shall be completed within 90 days.

15. Witnessed Visits

As part of the on-going surveillance of IA, the client agrees to allow SAAS the right to witness IA conducting their audit duties. The fact that SAAS representative attends an audit will not affect the audit. Also, from time to time IA may have to have trainee auditors or internal audits on an assessment team.

16. Short Notice Audits

For clients that have been suspended or where IA has received complaints then a short notice audit maybe required for follow-up and verification or validation of the implementation of corrective and preventive measures. In such cases the client agrees to co-operate with IA audit team members and allow the required access.

17. Terms of Payment

Payment shall be made in accordance with the individual invoice and the quotation/contract document.

18. Indemnification

In respect of any claim, loss, damage, or expense however arising, IA's liability to the

client shall in no circumstances exceed the amount of **IA's** fees paid by the client. Under no circumstance shall **IA** be liable for any consequential loss.

19. Impartiality

IA or any IA Representative shall **not**:

- a) Provide management system consultancy which includes preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of а Quality management system, Environmental management systems and Food Safety management system.
- b) Provide an internal audit service to any Certificated Client.
- c) Certify an SA8000:2014 management system on which it provides any consultancy.
- d) Outsource any audits to a management consultancy company involved in management systems as described with the scope of these Scheme Rules.

20. Intellectual Property

The ownership of all issued audit reports remains the property of International Associates Limited.

21. Organisational & Management System Changes

Should there be any significant changes with the client organisation such as change of address, ownership, number of employees, scope, or management representative then IA should be informed as soon as it is practical to do so. Such changes will be reviewed and may require follow-up at the next scheduled surveillance visit.

- a) Upon receipt of the audit plan for any visit, the client shall inform IA of any change in the number of personnel, and such change will determine if the audit time needs to be increased or decreased as applicable.
- b) If there is a significant difference in the required audit time between the current and what is stated in the previously signed contract, a new contract shall be sent to the client and client to send back the newly signed contract prior to conduct of the audit.
- c) If the change in number of employees is due to the following but not limited to: the client having a new site, change in geographical location of head office or site(s), shift patterns, etc., the existing contract shall be amended or if necessary, a new contract must be produced to reflect the changes and the signed copy to be sent to IA.

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22. Amendments to Scheme Rules

- a) The Impartiality Committee of IA reserves the right to amend these Scheme Rules without prior notification. Should the Scheme Rules be updated the latest version shall be put on the web site and all clients informed.
- b) Client should record the Scheme Rules as an "external document" within their management system for document control.

23. Use of the SAAS Symbols³

The use of the symbols must be under the following conditions:

An SA8000-certified organisation may use the SAAS accreditation mark for SA8000 only in conjunction with the accredited CB's certification mark on the organisation's stationery, literature, and website subject to the conditions below and to the CB's own conditions for use of its certification mark. That the certificate number is shown wherever the symbol is used. The SAAS accreditation mark for SA8000 SHALL be reproduced:

- a) In the specified colors below or in the predominant color of the letterhead or printing, per the SAAS
- b) accreditation mark color requirements.
- c) On a clearly contrasting background.
- d) The mark may be reversed (i.e., negative of the above example) provided the background on which it is

- e) displayed is dark enough to clearly identify and display the entire mark.
- f) In a size which makes all features of the mark clearly distinguishable.
- g) Specification for the SA8000 logo is as follows:
 - Social Accountability Accreditation Services – Light Grey, Pantone 416U;
 - ii) People sitting around the inner circle (table) Medium Blue, Pantone, 301U;
 - iii) Inner circle (table) Dark Blue, Pantone 268U:
 - iv) SA8000 inside of banner Red, Pantone 200U:
 - v) Banner at bottom, Dark Blue Pantone 268U.

3 SAAS Procedure 201A:2015 – Annex C, 6 October 2015, p50

- h) When using the SAAS accreditation mark for SA8000 by either the CB or the certified organisation, its size shall not differ from the size of the CB 's mark.
- Neither the CB's mark nor the SAAS accreditation mark for SA8000 SHALL be used on a product by a certified organisation, its labelling or packaging, or in such a way as to suggest that the CB or SAAS have certified or approved any product, process or service of a certified organisation, or in any other misleading manner.

j) The use of the SAAS accreditation mark for SA8000 SHALL be audited during each surveillance and reaccreditation audit by SAAS. Any non-conformance associated with the use of the mark requires the issuance of a CAR, requiring remedial action to correct the use of the mark on issued documents as well as corrective action for future use.

24. Management Systems Self-Assessment

SA8000:2014 requires certified organisations to build, maintain and continually improve their social accountability management system to ensure full and sustained compliance with the requirements of SA8000:2014 Standard.

Management Systems Self-Assessment is a set of tools that helps organisations measure and improve their management systems. This shall be taken prior to Stage 1 Audit and again prior to Re-certification Audit.

Client – Management Systems Self-Assessment

- Prior to Stage 1 Audit
- Prior to Re-certification Audit

The Management Systems Self-Assessment process is as follows:

- a) Client selects IA to pursue \$A8000:2014 certification
- b) Client contacts IA where it is listed on the SAAS website.

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- c) IA collects client information.
- d) IA provides client with Application Form for SA8000 (SAFM00), together with the SA8000 Scheme Rules (SAFM01).
- e) Client creates an account in the SAI Portal and directly purchases the SA8000 Management System Self-Assessment.
- f) The client, IA local administrator and IA Head Office administrator receive email notification that client has created an account. The IA Administrator will confirm that a client profile has been completed by checking in the SAI Portal.
- g) The Self-Assessment is scored instantly, and client receives the scorecard.
- h) The client, IA local administrator and IA Head Office administrator receive email notification that client has completed the SA8000 SF Self-Assessment. The IA Administrator will confirm that the Self-Assessment has been completed by checking in the SAI Portal the date the Self-Assessment was conducted. However, the scores will not be seen by IA.

The client pays directly to SAI for the Management Systems Self-Assessment the amount 300 USD.

25. Management Systems Maturity Declaration

As the management systems matures, it must be regularly assessed to identify improvement opportunities, set priorities, and establish action plans to achieve sustained, successful implementation of SA8000. The methodology of this assessment under SA8000:2014 is called "Management Systems Maturity Declaration" or "MD".

There are 4 Maturity Declaration undertaken by IA in the certification cycle. SAI invoice IA for this and IA pass to the client at cost:

- Stage 1 Audit
- Stage 2 Audit
- Visit 1 and 3 (Single site clients)
- Visit 2 and 4 (Multi-site clients)

All monies for Maturity Declaration go to SAI, IA retain no monies from the fees.

International Associates shall conduct Management Systems Maturity Declaration at every:

- At Stage 1
- At Stage 2
- At Surveillances
 - At Surveillance 2 and 4 (if under 6 monthly surveillance program, single site, and multi-site clients)

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- At Surveillance 1 and 2 (at 6 and 18 months if under P200 V4.2 annual surveillance programme, for single site clients)
- At Surveillance 2 and 4 (at 12 and 24 months if under P200 V4.2, for multi-site clients)
- At Re-assessment

At Initial Assessment if the Stage 1 Audit and Stage 2 Audit has a gap of more than 6 months, then an additional Stage 1 Audit with corresponding Maturity Declaration shall be conducted.

After the Re-assessment it is a new cycle and the same order shall be followed as above.

26. Definition of SA8000:2014 Non-conformities

Critical Non-Conformity (\$A8000)

Is a grievous breach of the SA8000 Standard that results in severe impact to individual rights, life, safety and/or SA8000, IA, SAAS or SAI's reputation. SA8000 certificates may be denied, cancelled or suspended when CNC's are confirmed. Examples of a CNC would be Intentional egregious violations of human rights, verified immediate threats to worker lives or safety or a breach of ethical standards.

Minor Non-Conformity (\$A8000)

A failure or oversight in some part of the organisation's social management system relative to \$A8000 that is not systemic in nature

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and is a single observed lapse in following one item of an organisation's social management system.

Time-Bound Non-Conformity (\$A8000)

A special non-conformity that can only be raised as a result of audit evidence and findings demonstrating that the client organisation meets the local law BUT NOT the higher requirements of \$A8000:2014 or vice versa. Time-Bound Non-Conformity can only be raised against Clause 7 and Clause 8 of the \$A8000 Standard:

- Clause 7 Working Hours. The client organisation does not meet the maximum working hours and/or maximum overtime hours per week as prescribed by \$A8000 or the country law (whichever is the lesser amount)
- Clause 8 Remuneration. The client organisation pays workers the legal minimum wage but not a living wage

Observation (SA8000)

Are where an auditor has commented on best practice and ensure a value-added component to each audit.

Critical NC		Major NC		Minor NC		Time-Bound			
Corrective Action Plan sent to CB within	Corrective Action Plan completed within	Corrective Action Plan sent to CB within	Corrective Action Plan completed within	Corrective Action Plan sent to CB within	Corrective Action Plan completed within	Clause	Maximum Corrective Action Timeline	Monitoring and Reporting Required by CB	Monitoring and Reporting Required by Organisations SPT
1 Week	1 Month	1 Month	3 Months	2 Months	6 Months	7	24 Months (see Table 26 for further clarification)	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by the CB.	Every 6 months
						8	24 Months	Every Surveillance Audit on site and additional reviews as required by the Certification Risk Assessment for the Client performed by the CB.	Every 6 months

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