# General Regulation for the Verification and Validation

Text approved by the Certification Commission of AENOR Confía, S.A.U.
on December 12, 2024

# Table of contents


0 Introduction ..... 2

1 Scope ..... 3

2 Definitions ..... 3

3 Granting of the AENOR Verification Declaration and the AENOR Validation Declaration ..... 4

4 Registry ..... 6

5 Client obligations ..... 7

6 Appeals ..... 8

7 Claims ..... 8

8 Waiver of the AENOR Verification / Validation Declaration ..... 9

9 Confidentiality and Personal Data Protection ..... 9

10 Publicity ..... 9

11 Monetary conditions ..... 10


## 0 Introduction

AENOR Confía S.A.U. (single-member company), hereinafter AENOR, carries out the verification and validation, in accordance with the provisions set forth in ISO/IEC 17029 and ISO 14065, in case of environmental information, with the specificities or exceptions that may be defined in the Specific Programs on verification and validation, and in the Specific Regulations derived hereunder.

AENOR may process the verification and validation procedure directly or through its investee companies. It bears the ultimate responsibility for the decision and issuance of an AENOR Verification Declaration or an AENOR Validation Declaration, and it is the owner, where appropriate, of the AENOR mark. Hereinafter, when AENOR is mentioned throughout this Regulation, we refer to either the company itself and/or to any of the mentioned companies.

# 1 Scope

1.1 This regulation establishes the process and general conditions according to which AENOR verifies and validates the information included in a Declaration issued by a client and conducted in accordance with the requirements specified in a verification/validation program, which could belong to AENOR or to a third party.

The verification and validation result in the emission of the AENOR Verification Declaration and the AENOR Validation Declaration, respectively. In case it is so established in the Specific Regulation, they will obtain the right to use a mark in conformity with AENOR (hereinafter, the "Mark"), whose use is established in AENOR's "Mark Use Instructions" document.

This Regulation establishes the general conditions to obtain the AENOR Verification Declaration and the AENOR Validation Declaration.

1.2 In case it was necessary to set specific conditions for a specific program, a Specific Regulation derived from this one shall be drafted.

Apart from the conditions set forth in this Regulation, in the program and in the Specific Regulation, in case it has been developed, the general and specific contractual conditions set forth in the offers issued by AENOR will be applicable. Such conditions will be complementary and not contradictory to those included in the mentioned documents.

1.3 The verification and validation of a Declaration does not entail the certification of products, processes or services that are included or associated in its scope.

# 2 Definitions

For the interpretation of this Regulation, the applicable definitions will be those included in the UNE-EN ISO/IEC 17029 and UNE-EN ISO 14065 Standards, and in the applicable verification and validation programs.

# 3 Granting of the AENOR Verification Declaration and the AENOR Validation Declaration

## 3.1 Application and contract

Any organization can request AENOR to verify, validate and subsequently issue the AENOR Verification Declaration and the AENOR Validation Declaration, respectively.

AENOR will provide the necessary information to submit the application, which will be done on a form created for such purpose to all the requesting organizations.

AENOR will review the received information and will decide whether it accepts or declines the conduction of the verification/validation. In case of accepting its conduction, AENOR will set the economic and technical contractual conditions applicable in the corresponding offer. The conformity evaluation process will start with the organization accepting the conditions, which may be modified throughout such process, as previously agreed upon by the parties. In case of declining its conduction, a justified reason will be provided.

## 3.2 Planning

AENOR will analyze the request and the information issued by the client and will request any necessary additional documentation to carry out the planning and execution of the verification/validation.

AENOR will send the client the verification/validation plan, which will indicate, as appropriate, the work's objectives and scope, the production dates, the appointed audit team, the place(s) where it will be carried out, and other relevant data in accordance with the program to be verified or validated. The client may request AENOR for information on the appointed verifiers/validator.

AENOR may decide upon the cancellation of the request if, due to external reasons, the verification/validation is not carried out within one year of the acceptance of the contractual conditions.

## 3.3 Execution

The verification and validation provide a method to reach trustworthy and replicable conclusions, and it is based on the search of objective evidence that is sufficient and appropriate.

Throughout this process, the activities shown in the verification/validation plan will be carried out with:

- The gathering of objective evidence on the information subject to verification and validation, guaranteeing its traceability throughout its management, and carrying out additional analysis and calculations that are considered appropriate, with the goal of guaranteeing the trustworthiness of the declared information.
- The identification of mistaken declarations and the assessment of their materiality.
- The evaluation of conformity with the specific requirements defined by the verification and validation program.

The conclusions on the verification/validation activity results will be reflected in a report that will gather, where appropriate, the detected findings.

If there are findings and the program allows to do so, the client can issue a corrective actions plan to amend them, by providing evidence that guarantee its closing.

The client will have 30 calendar days for issuing the corrective action plan, unless it is stated otherwise in the program. In case more time is needed, and provided the program allows it, the client may request AENOR for an extension of the specified deadline for the submission of the corrective actions plan, with the corresponding justification, before such deadline has expired. AENOR will rule on this extension within 15 calendar days from the reception of the communication.

### 3.4 Review

AENOR shall evaluate the information included in the verification and validation and, in case of findings, the corrective action plan proposed by the client. It could likewise request clarifications, more information, or alternatives to the proposed actions.

When finishing the review of the verification/validation, AENOR will make the decision.

### 3.5 Decision and issuance

In relation with the verification and validation, and based on all the information reviewed, AENOR shall adopt, in a motivated manner, the decision on whether it confirms the Declaration of the client based on whether the declared information is materially correct and meets the requirements established in the program.

AENOR may refrain from making a decision when it has not been able to obtain enough evidence to adopt it in a justified manner.

AENOR shall communicate the decision made, as well as the reasons for those agreements to the client. It is possible to appeal this decision, as indicated in Clause 6.

On the decision about confirming the client's Declaration, AENOR will issue the corresponding AENOR Verification Declaration or AENOR Validation Declaration.

AENOR will be the exclusive owner of the Declaration issued by AENOR. The client is granted a user license based on the provisions set forth in this Regulation and in the applicable Special Regulation.

AENOR verification and validation in no way exempt the client from their warranties and liabilities, in accordance with the current legislation, regardless of the declaration subject to verification and validation.

### 3.6 Facts discovered after the issuance of the AENOR Verification Declaration or the AENOR Validation Declaration.

If new facts or information that may affect the AENOR Verification Declaration or the AENOR Validation Declaration are discovered after the issuance regarding their materiality, AENOR:

- shall notify the client and, when required, the program owner or other stakeholders about the matter;
- shall address the matter with the client, considering whether it is necessary to review or withdraw the AENOR Verification Declaration or the AENOR Validation Declaration.

In case it is necessary to review the AENOR Verification Declaration or the AENOR Validation Declaration, it will be necessary to define the process steps that need to be taken.

## 4 Registry

AENOR makes the status of an issued AENOR Verification Declaration or AENOR Validation Declaration publicly available, unless otherwise specified in the program, using its email address info@aenor.com,.

# 5 Client obligations

In addition to complying with the requirements set forth in the rest of sections of this document, the client is obliged to:

a) take responsibility for the content of its Declaration;

b) notify AENOR of anything that may affect the validity of the issued AENOR Verification Declaration or AENOR Validation Declaration;

c) refrain from using the AENOR Verification Declaration or the AENOR Validation Declaration in such a way that may be misleading;

d) allow the verification/validation team appointed by AENOR to access the documents, data and facilities related with the information subject to the Declaration. The client's Management team and their closest staff shall be available for the AENOR staff throughout the verifications/validations, as well as throughout the review process, if any;

e) inform the AENOR verification/validation team of all those facts that are considered to be relevant for the evaluation of the compliance with the program's requirements, and to enable their work at all times;

f) carry out the corresponding payments of the expenses derived from the verification/validation;

g) allow the staff from competent accreditation entities, bodies, or administrations to attend, as observers, to the implementation of any type of verification/validation conducted by AENOR. The expenses derived from such assistance shall not be assigned to the client.

## 6 Appeals

6.1 After any verification/validation process, any client of AENOR may file an appeal against the decision adopted on the verification process, in accordance with the descriptions included in Clause 3. The deadline for filing the appeal will be 15 calendar days after the receipt of the notification about the decision, and the appeal shall be articulated as a written document where the reasons for the appeal shall be presented and justified.

6.2 AENOR's technical services will acknowledge the reception of the appeal and will proceed with its analysis by gathering background and other information, as well as the necessary evidence for the appeal resolution. Such appeal process shall be determined by the AENOR's Evaluation Committee within 30 natural days from the date the appeal was filed.

6.3 In case the client disagrees with the resolution by which the first appeal is determined, they will have 15 calendar days from the reception of the resolution to issue a new appeal in the form of a written reasoned remedy to the Certification Commission.

6.4 The Certification Commission shall decide on the filed appeal in accordance with the provisions set forth in the Certification Commission's Regulation. The filing of an appeal does not interrupt or suspend the application of the decisions made by AENOR.

## 7 Claims

7.1 Any client of AENOR, or of a third party, may file a complaint using the form available for such purpose on the website www.aenor.com. Such appeal is limited to the quality of the service provided by AENOR and it is not the appropriate channel to appeal the decisions made in the context of a verification/validation process, which will be arranged in compliance with the provisions set forth in Clause 6 above.

7.2 AENOR shall acknowledge the receipt of the claim and will gather all the necessary information for its assessment. It will then notify the client whether the appeal is appropriate, since it is related to the quality of the service provided by AENOR in the verification/validation activities. In such case, it will take the necessary measures to improve the service, avoiding repetition and notifying, where appropriate, the remedial actions that are deemed appropriate.

7.3 In case the client disagrees with the evaluation conducted by AENOR, they may appeal before the competent bodies.

## 8 Waiver of the AENOR Verification / Validation Declaration

The client may waive the issuance of the AENOR Verification Declaration or the AENOR Validation Declaration at any time, in which case they should communicate it in writing through a means which guarantees its reception, being the waiver effective once AENOR confirms its acceptation in writing. The waiver does not exempt from the previously contracted economic obligations.

## 9 Confidentiality and Personal Data Protection

9.1 AENOR will, in accordance with the applicable legislation, handle all the information, data and documents of the organizations to which it may have access throughout the verification and validation, notwithstanding the provisions set forth in this document.

9.2 The information on a client with an AENOR Verification Declaration or an AENOR Validation Declaration shall not be disclosed unless there is a prior written consent. Where AENOR is required by Law to provide information on a client, it will do so, but the affected client will be notified in advance, except for those cases where the notification is expressly prohibited by law.

9.3 Nonetheless, AENOR may show the content of its files to the accreditation bodies with the aim to show documentary evidence of the compliance of this Regulation, to the competent authorities or to the administration in case the AENOR Verification Declaration or the AENOR Validation Declaration presume conformity with any of the mandatory legal requirements.

9.4 AENOR will handle, as data controller, the personal data sent by the organizations as a consequence of this Regulation. Regarding those personal data to which AENOR has access during the verification/validation process and whose access is necessary for the appropriate provision of the service, AENOR will be considered to be the data controller. Where appropriate, it will be possible to exercise the rights to access, amend, delete, oppose, and limit the processing of personal data, by contacting AENOR at datos@aenor.com, being it necessary to properly identify the applicant for such purpose.

## 10 Publicity

AENOR may publicize, through any means, the issued AENOR Verification Declaration and AENOR Validation Declaration.

## 11 Monetary conditions

AENOR shall notify to each one of the organizations about the price for the verification/validation service.