ASI Auditor Accreditation – Annual Renewal Confirmation

Version 1 – April 2020

The ASI Auditor Accreditation Procedure is available at: https://aluminium-stewardship.org/asi-standards/auditors-and-specialists/

A. Annual Renewals
1. Each year, the ASI Accredited Auditing Firm is required to renew its ASI Accreditation and confirm that the CAB and its auditors continue to meet the relevant mandatory requirements specified in Schedule 2 and 3 of the ASI Auditor Accreditation Procedure, as applies to their ASI Accreditation Scope.
2. The ASI Secretariat will invoice the ASI Accredited Auditing Firm an annual fee in accordance with Schedule 1 of the ASI Auditor Accreditation Procedure to maintain their ASI Accreditation.

B. Confirmations from ASI Accredited Auditing Firms
3. Through payment of the annual renewal invoice for ASI Accreditation, each ASI Accredited Auditing Firm confirms and warrants that it has maintained continued ISO/IEC 17021, and/or ISO/IEC 17065 and/or other technical equivalent standard accreditation for conducting certification audits, in order to maintain their ASI Accreditation.
   - Any material issues identified in internal reviews or external oversight assessments by the Accreditation Body/ies, and associated corrective actions, must be immediately reported to ASI.
   - Any changes to the status of these accreditations must be immediately notified to ASI.
4. Through its annual renewal, each ASI Accredited Auditing Firm also confirms and warrants that it continues to:
   - Fulfil the relevant requirements of ISO 19011:2011 as it relates to the skills and experience of the CAB’s auditors.
   - Be an impartial and independent third party to ASI and each of its Members that it audits.
   - Not be involved in ASI’s or any ASI Member’s governance processes.
   - Have a publicly available complaints and appeals process.
5. ASI Accredited Auditing Firms commit to carry out regular internal reviews against ASI’s Accreditation Scope and the requirements of Schedules 2 and 3 of the ASI Auditor Accreditation Procedure, and where material issues are identified to immediately share the results and any remediation outcomes with the ASI Secretariat as appropriate.
6. At any time, ASI Accredited Auditing Firms and ASI Accredited Auditors must immediately inform the ASI Secretariat of any changes to their organisation that may affect their ASI Accreditation Scope, capacity and competence to conduct independent ASI Audits. Changes may include (but are not limited to) changes relating to:
• Company details, including legal status, name, location, contact details, etc.
• Capacity to audit specific ASI Standards.
• Countries where audits can be conducted.
• Accreditation to ISO/IEC 17021, ISO/IEC 17065 or other approved technical equivalent (and relevant to ASI Accreditation Scope).
• Corrective action and subsequent follow-up for deficiencies identified during oversight assessment conducted by the CAB’s accreditation body/ies.
• Competency requirements of Auditors.
• Removal of ASI Accredited Auditors (employees and contractors).

C. Miscellaneous

7. Through payment of the annual renewal invoice for ASI Accreditation, each ASI Accredited Auditing Firm acknowledges and agrees that:
   • The governing law of its contractual arrangements with ASI is the law of Victoria, Australia, and that it submits to the jurisdiction of the Supreme Court of Victoria, Australia and the Courts which may hear appeals from that Court.
   • It is responsible for legal compliance with Applicable Law (as defined in the Glossary of the ASI Performance Standard), including applicable laws and regulations related to labelling, advertisement, and consumer protection and Antitrust Laws (applicable laws and regulations relating to antitrust and competition), at all times. ASI cannot accept liability for any violations of Applicable Law or any infringement of third-party rights made by other organisations.

8. Each ASI Accredited Auditing Firm must indemnify ASI and each of its officers, employees, agents and contractors (Personnel) against any:
   • action, proceeding or claim whatsoever that may be brought against any of them; and
   • other liability, loss, injury, damage, cost or expense (including financial, indirect or consequential loss (including loss of reputation) and legal costs on a full indemnity basis) suffered or incurred by any of them,
   arising directly or indirectly out of or attributable to the conduct of the ASI Accredited Auditing Firm or any of its Personnel occurring at any time, except to the extent that the particular action, proceeding, claim, liability, loss, injury, damage, cost or expense is directly caused by the gross negligence or wilful default of ASI.

9. Any payment of a liability or any other sum under this indemnity must be made whether or not legal proceedings are instituted, and if such proceedings are instituted, irrespective of the means, manner or nature of any settlement compromise or determination.

10. ASI holds the benefit of this indemnity on trust for itself and for each of its Personnel

11. ASI Accredited Auditing Firms are licensed to use the ASI Accredited Auditing Firm logo, and communicate that status to their clients, stakeholders and others during promotional or marketing forums, consistent with their ASI Accreditation Scope, subject always to the general requirements of the ASI Claims Guide.