REGULATION FOR THE CERTIFICATION OF TRUST SERVICES

Kiwa Italia Italia S.p.A. – Single-member company subject to management and coordination by Kiwa Italia Holding S.r.l.
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Rev. No.	SUMMARY OF CHANGES	DATE
6	Elimination of the requirements on the use of trademarks and inclusion in a specific Regulation; edited Regulation code	2025-11-19
5	Transposition of ETSI EN 319403 - 1 version and Accredia circular 5	2021-03-08

Verified by:

Compliance Manager Dr. Laura Moro

Approved by:

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0. SCOPE AND FIELD OF APPLICATION

This Regulation sets out the rights and duties, as well as the operating methods that regulate the relationship between Kiwa Cermet Italia S.p.A. (hereinafter referred to as Kiwa Italia or Kiwa) and the Customer Organisations (*TSP – Trust Service Provider)*[1], for the provision of the Certification of trust services, in conformity with the requirements of the UNI CEI EN ISO/IEC 17065 Standard for Certification Bodies and in accordance with the standard ETSI EN 319 403 which defines the requirements for conformity assessment bodies that evaluate *TSP – Trust Service Provider*.

The requirements stated in this Regulation are an integral part of the agreement stipulated with Kiwa Italia (quotation, the *Kiwa Regulation for Certification and General Terms and Conditions of Kiwa Cermet Italia for the performance of orders* – hereinafter *General Terms and Conditions*). These requirements refer solely to the aspects specifically connected with the scope of the requested certification.

The contract expressly excludes any form of consultancy to the TSP that could jeopardise the nature of independence of the carried out assessments.

This Regulation is also available on the Kiwa Italia website (www.kiwa.it).

1. REFERENCE DOCUMENTS FOR TRUST SERVICE PROVIDERS (TSP)

1. EU Regulation no. 910/2014 of the European Parliament and of the Council of 23 July 2014 on the electronic identification and trust services for electronic transactions in the internal market, repealing Directive 1999/93/EC.
2. ETSI EN 319 401 (updated version)
3. ETSI EN 319 403-1
4. ETSI EN 319 411-2, supported by ETSI EN 319 411-1
5. ETSI EN 319 421 and 422 [timestamps issuing service]
6. ETSI EN 319 412 (1, 2, 3, 4 and 5) in the updated versions.
7. ETSI TS 119 403-2 for qualified certificates linked to international schemes that require annual audits
8. ETSI TS 119 403-3
9. ETSI EN 319 521 e ETSI en 319 531
10. ETSI EN 319 522 e ETSI EN 319 532 (all parties)
11. ETSI TS 119 511 (updated version)
12. ETSI TS 119 441 e ETSI EN 319 102-1
13. ETSI TS 119 102-1 e ETSI EN 119 102-2
14. ETSI TS 119 612 e ETSI EN 119 615

The cited standards are intended in their updated revision.

2. GENERAL PRINCIPLES AND GUARANTEES FOR THE TSP

In its certification processes, as well as the General Terms and Conditions, Kiwa Italia applies the following principles:

a) Non-discrimination*:* certification services are accessible to any Organisation requesting them, in accordance with this Regulation, without any discrimination of a commercial or financial nature or regarding membership of particular associations.

b) Impartiality and independence, ensured through formalized rules and controls, including:

[1] The term Trust Service Provider (TSP) is used in this document as a unique reference term referring to the meanings implied by the service and those derived from the relationship with Kiwa Italia, therefore assuming the equivalent meaning of Organisation and Customer.

- Conduct of certification activities assigned to staff with no personal interest in the TSP and/or in the services subject to certification, required to comply with the behavioural and independence rules set out by Kiwa Italia. In this regard, Kiwa Italia undertakes to accept any duly justified reports from the TSP concerning the incompatibility of the appointment personnel, which may compromise the impartiality or independence of judgment.
- On time implementation of formalized rules and procedures in use by all personnel certification and periodic consultation with certification stakeholders;
- Clear separation between the personnel carrying out the audit activity and the personnel responsible for the certification decision;
- A total absence of any kind of assistance in defining or applying the requirements for obtaining certification.

c) Prompt and quick management of complaints and appeals, as defined in § 12 of this Regulation.

d) Confidentiality*:* In addition to what is regulated in the General Terms and Conditions and in the *Kiwa Regulation for Certification*, Kiwa Italia undertakes to request all staff, including its auditors, to subscribe to a commitment to confidentiality, as well as to a document in which the staff undertakes to process any data of which they become aware in compliance with the provisions of the applicable Privacy Act.

e) Accreditation: Kiwa Italia undertakes to inform the TSP of any waiver, suspension or revocation of accreditation, as well as to support the TSP during the transition to another Certification Body; in such cases Kiwa Italia is in no way responsible for any damages caused to the TSP by the renunciation, suspension or revocation of the accreditation; in the above cases, the TSP has the right to renounce the contractual relationship with Kiwa Italia, without the need for prior notice and without additional charges.

3. REGULATORY REQUIREMENTS AND LIMITS OF LEGALITY CONTROL

The legislative compliance concerning the object of the certification shall be considered by Kiwa Italia as a <u>pre-requisite for the issue of the certification</u>.

The certification issued by Kiwa Italia does however only regard conformity with the reference standard(s) and regulation(s), and so it does not constitute a guarantee of compliance with the statutory and regulatory requirements. Such compliance is the specific competence of the TSP, which retains responsibility towards itself and towards others for the legal obligations involved in the activities for which the certification is issued.

In this regard, the audit activities of Kiwa Italia shall not be considered as a form of waiver of responsibility with regard to inspections carried out by the Competent Authorities.

4. ACCESS REQUIREMENTS FOR CERTIFICATION

4.1 General requirements

Before starting the Certification process with Kiwa Italia, the TSP must:

- Be compliant with the certification reference requirements.
- Accept the conditions set out in this Regulation.
- Authorise access to offices, factories, areas and information needed to perform the Audits.
- Designate their own Representative as the main contact person for the Audit Team and make any consultants present during the Audit play the role of observer.
- Be responsible for the application of the requirements provided for by the occupational safety laws in force. The TSP agrees to provide Kiwa Italia with a complete and detailed report of the specific risks that exist in the workplace where Kiwa Italia personnel will be working, and the PPE necessary for carrying out their duties, informing Kiwa Italia personnel as regards their correct use. In this regard, the Organisation has to provide appointed Kiwa Italia personnel the Company documentation concerning the workplace safety (D.V.R., safety plan, procedures, etc.), limited to aspects of specific interest. If for those omissions, injuries occur or illnesses are contracted, no charge can be required for any reason to Kiwa Italia.

- Accept any additional audits by Kiwa Italia, beyond those provided for by the standard process and described in this Regulation, if requested by the Supervisory body. The cost of such audits shall be borne by the TSP to be audited.
- Notify Kiwa Italia (as well as all other parties specified in Article 19 of Regulation 910/2014) of all security breaches or instances of loss of integrity that have a significant impact on the trust services provided or on the relative personal data, in a timely manner and in any event within 24 hours of becoming aware of such a breach.
- Notify Kiwa Italia, in a timely manner, of the possible withdrawal by the Supervisory Body of the qualification of the trust services subject to certification, in light of which Kiwa Italia shall evaluate the consequent necessary actions on certification.
- Accept, without additional costs for the TSP, the possible presence of auditors from the accreditation (Accredia) and control body (AgID), which shall be communicated by Kiwa Italia with a clear illustration of their roles. Their presence has the aim of assessing that the evaluation methods used by Kiwa Italia are compliant with the requirements for accreditation. The ACCREDIA and AgID auditors will be able to intervene as observers during conformity audits, in all phases and across all sites and working environments.

4.2 Controls and Market Surveillance Visits requested by Accredia

For the accredited certifications, in order to ensure that the assessment procedures adopted by Kiwa Italia comply with the reference standards, the Accreditation Body may require to conduct a visit, called Market Surveillance Visit, directly through the use of their staff at the certified TSP.

This potential visit, is communicated by the Accreditation Body to Kiwa Italia with 7 working days notice. Upon receipt of such communication Kiwa Italia will inform the TSP.

The audit plan is prepared by the Accreditation Body, which it will make available to Kiwa Italia; then Kiwa Italia will send it to the TSP.

If the TSP does not grant its approval, the validity of the certificate is suspended until it has not accepted the visit, for a maximum period of 3 months. Expired the three months, in the absence of consent to the visit, the certification is withdrawal.

The TSP shall make available to the Accreditation Body the documentation that Kiwa Italia has taken as a reference during the previous audits. The Market Surveillance Visit does not replace the normal maintenance certification audit provided by the Audit Programme[2].

Other methods of control can be adopted by the accreditation Body, in order to verify the activities of Kiwa Italia, e.g. unannounced audit at the premises of certified subjects, request of information to Organizations or Consulting Companies, or other methods of control established by the Accreditation Body.

4.3 Additional assessments requested by the AgID

In accordance with Article 20, paragraph 2 of the eIDAS Regulation 910/2014, the TSP must make itself available to receive the audits that the Supervisory Body wishes to plan as an integration of the verification of compliance with the Regulation.

5. CERTIFICATION PROCESS

5.1 General requirements

5.1.1 General requirements for audits

Every Audit involves an initial meeting in which the following are shared: aims, the ways of executing the procedures, the classification criteria for non conformities with the consequent corrections and corrective actions and the obligation of confidentiality to which Kiwa Italia staff are bound; and a closing meeting at which the outcome of the Audit is announced and clarifications are given on the results formalised in the report.

In the final meeting, the Audit Team introduces to the Management the results of the Audit and the conclusions regarding the compliance of trust services with the requirements of the applicable Reference Standards, highlighting any Non-conformities found. At the end of the meeting, Lead Auditor issues a Report that outlines the results of the

[2] A set of Guidelines for the Market Surveillance Visit procedures is set out in the IAF ID 04 document (free download from the IAF website: http://www.iaf.nu).

Audit. This copy of the report, however, cannot be considered definitive and shall therefore only remain valid until Kiwa Italia sends confirmation to the TSP of the audit report. The submission of the audit reports by the TSP to the Supervisory Body (AgID) must therefore only take place after the receipt of the confirmation of the audit report from Kiwa Italia (according to the terms set out in Regulation 910).

Any difference of opinions between the Audit Team and the TSP concerning the results of the Audit or its conclusions must be discussed and resolved, wherever possible. If any unresolved diverging opinions remain, the TSP can express reservations about the Audit results.

Each audit report produced by Kiwa Italia following the audits described below:

- shall be electronically sealed by Kiwa Italia, to ensure the authenticity and integrity thereof towards third parties
- shall include all record documents of the objective evidence produced and collected on site
- will be transmitted formally to the TSP via certified email.

When the Audit is being carried out, if significant deviations are found between the company situation and what has been communicated by the TSP, the Audit Team notifies Kiwa Italia immediately of this deviation in order to decide upon any contractual modifications with consequent updates of the duration of the Audit.

5.1.2 Classification of issues

Each issue found during the course of the Audits is classified in the following way:

Major non-conformity: non-fulfilment of a requirement that affects the ability of the TSP to achieve the intended results and compromises the conformity of the service. It may concern:

- A deviation or total absence of conformity in relation to a specified requirement, found on the basis of objective evidence;
- A failure to comply with legal requirements applicable for the purposes of certification.
- A serious and repeated security breach or a system integrity breach.
- Failure to communicate changes that have a direct impact on the “eIDAS” services and / or on the information security of the infrastructure supporting these services..

Minor non-conformity: non-fulfilment of a regulatory or regulated requirement, or the failure to comply with one or more requirements set out by the procedures regulating the TSP and/or by the contract with Kiwa Italia, which have no impact on the capacity of the TSP to achieve the expected results and do not directly affect the compliance of the service, therefore not falling within the category of major non-conformities described above.

Several minor conformities pertaining to the same requirement of the Standard, depending on the content and the general outcome of the Audit, can lead to a major NC.

Minor non-conformities that have not be resolved and/or not managed by the TSP may determine the issuance of a Major NC.

At the end of each Audit, the Audit Team meets to evaluate the evidence recorded, to classify it and to write the report.

5.1.3 Non-Conformity management

In case a non-conformity (minor or major) is identified following the audits described below (except for preliminary audits that are not part of the certification process), the TSP shall have to take action as follows:

1. The TSP must send Kiwa Italia, within 20 working days, on the relevant forms, its proposal for the treatment and taking the corrective actions agreed (along with an analysis and formalisation of the root causes that generated them), with a timeline for implementation.
2. The TSP will have to implement the corrective action plan defined, not later than 3 months after the conclusion of the audit (based on the type and criticality of the corrective actions to be implemented).

The evaluation process for the resolution of a non-conformity (on site or based on documentation) will be defined by Kiwa Italia according to the aspects to be examined. In general:

- In case of minor non-conformities: the verification of the implementation and effectiveness of corrections and corrective actions can be carried out by Kiwa Italia through a verification of the relevant documentation (during the next audit the implementation and effectiveness of such actions will be revaluated on site).
- In case of major non-conformities, Kiwa Italia must verify the implementation and effectiveness of the corrections and corrective action by carrying out a supplementary on-site audit at the TSP's premises.

5.1.4 Verification of the robustness of the "cloud" infrastructures of the TSP

During the audits conducted by Kiwa Italia, regarding the use of "cloud" infrastructures, the TSP must give evidence to Kiwa Italia of the capacity of real "operational control" of these services and the guarantee of the location of the supporting technological infrastructure (servers, storage and data transmission infrastructures, such as VPN) within the EU.

Safe transmission of storage data must always be guaranteed through any channel adopted.

The TSP must also provide Kiwa Italia with evidence of the existence of the contractual right to carry out internal audit activities on these services, which also provides access for Kiwa Italia staff and the Supervisory Authority.

The existence of a certification of the "cloud" service provider issued under accreditation against the ISO / IEC 27001 Standard, corroborated by the use of the ISO 27017 Guideline, for the perimeter underlying the creation of cloud services, including communication lines point-to-point, Kiwa Italia will consider an acceptable way to consider the service compliant.

The physical infrastructures for processing and storing data must reside within the territory of the EU. Data management must comply with the requirements of the GDPR (Regulation 679/2016), you want it to happen through the proprietary infrastructure, you want it to happen through "cloud" services.

5.1.5 Verification of the robustness of the TSP's IT system

Kiwa Italia shall verify the existence and the acceptability of operational controls relating to the VA (Vulnerability Assessment) and PT (Penetration tests) processes. These tests must be carried out by internal or external Laboratories, whose qualification should be based on the UNI CEI EN ISO/IEC 17025 standard and which must immediately provide evidence of at least:

- Identification and application of the requirements concerning the technical evaluation methodology adopted, preferably in line with the requirements of the ISO/IEC 27008 standard;
- Expertise (in terms of qualifications issued on the basis of objective evidence, industry experience, etc.) of the human resources involved in such tests;
- Qualification (certification in IT jargon) of the SW used (at least the guarantee that the versions are compatible and updated with respect to the releases of the Operating Systems and the applications to be analysed used by the TSP).

The above assessment, where the test laboratory is chosen by the TSP, is the responsibility of the TSP itself and will be evaluated by Kiwa Italia as part of the audit process. Otherwise, if the Laboratory has been chosen by Kiwa Italia, Kiwa Italia will select a qualified laboratory based on the UNI CEI EN ISO / IEC 17025 standard.

Starting on 28 February 2021, the laboratories which will be engaged in these PT and VA activities must be accredited according to the UNI CEI EN ISO/IEC 17025 standard.

5.1.5 Outsourcing

In the case of outsourced services, Kiwa Italia will audit such operators on site, taking into account the fact that the essential processes (e.g. management of QSCDs; management of CRL revocation databases; management of RA Registration Authorities) for the implementation of the services managed in accordance with the "eIDAS" Regulation (not support processes) must in any case be carried out by a Qualified TSP (QTSP). Kiwa Italia will verify that these outsourcers are qualified as QTSP.

In case of outsourced services to other qualified TSPs, the audit will only be attributable to the application of the ETSI EN 319_401 standard and to the methods adopted to ensure control of the "outsourcing" processes. This also applies to the provision of processes by qualified TSPs in "full outsourcing" mode.

In the case of qualified TSPs, which allocate one or more HSMs to one or more qualified Customers, the qualified TSP must guarantee adequate monitoring and operational control criteria of these devices, ensuring the right to carry out audits and providing access authorisation for Kiwa Italia Auditors and for the AgID and Accredia Accreditation Body observers.

5.2 Requests for Certification

Based on the information provided by the TSP, Kiwa Italia draws up a Quotation for the Certification, specifying the reference Standard(s) and the services to be assessed for the purposes of the AgID qualification.

The TSP shall provide all requested data and documents, including the list of external sites and those in which HSMs are present.

The presence, in the TSP's infrastructure, of remote signature HSMs, installed on the network or at external facilities, operating under the responsibility of the TSP, but not declared, shall be reported as a major non-conformity.

Returning the Certification quotation to Kiwa Italia, signed by the TSP, constitutes the official request for the activities of Certification, as well as the acceptance of the contractual and economic conditions (set out in the quotation), of the conditions contained in this Regulation, in the *Kiwa Regulation for Certification*, as well as in the *General Terms and Conditions* (also available on the www.kiwa.it[3] website).

If the quotation is acceptable, the TSP must additionally send Kiwa Italia:

- A Chamber of Commerce Registration certificate dated no more than 6 months previously, or a similar equivalent document;
- Documentation stating that the agreed deposit has been paid (where applicable).

On receipt of the signed offer and of the documents in question, Kiwa Italia will examine them, to make sure:

- The data and documents requested have been delivered in full and there are no differences compared to the data supplied when the request for a quotation was submitted;
- Both parties have clearly defined and understood the certification service requirements;
- The activity areas and the associated risks pertaining to the TSP have been correctly included.
- Kiwa Italia has the capacity to perform the required activities with particular reference to the areas of activity of the TSP and the associated business risks, the skills and expertise necessary to provide the certification service, in relation to the identified activities pertaining to the trust services, to security risks related to vulnerability and impacts on the TSP.

If the result of the abovementioned examination is positive, the Certification process starts. If the result of the abovementioned examination is negative, Kiwa Italia shall have the right to request the necessary additions or modifications before officially beginning the process or to give notification of the impossibility of beginning it, giving the TSP the reasons.

Kiwa Italia notifies the TSP, within 3 working days from the Stage 1 date, of the members of the Audit Team; if there are any conflicts of interest, the TSP can request substitutions, submitting a formal and substantiated request.

5.3 Preliminary Audit

If the TSP asks for a Preliminary Audit to be carried out, which is an option available at the time of requesting the quotation; this can be performed in order to assess the level of conformity of the services to be verified with respect to the reference requirements, before beginning the certification process (Stage 1 and Stage 2).

The results of the Preliminary Audit are documented but are not considered for the purposes of the certification process and relative issuing of the certificate. They are therefore only expressed in terms of non-conformities and do not require the TSP to notify Kiwa Italia of the corrective actions it intends to take and they are not subject to examination for the purposes of issuing certification.

Any preliminary audit has no influence on the duration of the subsequent audits.

5.4 Initial Certification Audit

During the Initial certification Audit, the Audit Team must assess the trust services in accordance with the applicable requirements. The initial certification Audit is conducted in two stages: Stage 1 and Stage 2.

[3]Kiwa Italia will notify the TSP of any subsequent modifications to the contractual documents, it is the TSP responsibility to have always an updated version of these documents, downloading them from the www.kiwa.it website.

5.4.1 Stage 1 Audits

Stage 1, always carried out at the TSP's premises, is aimed at a review of the documentation of the TSP. Kiwa Italia shall agree with the TSP on the location and dates for carrying out Stage 1. Stage 1 also aims to:

- Gain an understanding of the structure and extension of trust services offered by the TSP in order to properly plan Stage 2.
- Verify the records relating to the legal entity, the responsibilities of the TSP, as well as contractual relationships with potential contractors operating or providing their services to the TSP;
- Verify the status of internal/external audits and the management review;
- Closely examine evaluations relating to any preliminary audits or self-declarations of compliance or non-compliance;
- Review (and provide a report) the TSP's information security risk analysis / trust services audited.
- Identify any critical areas related to the trust services that need to be verified in order to assess their conformity with the reference requirements.
- Submit the check-lists that will be used during Stage 2, which shall be filled out and delivered to Kiwa Italia at least 3 days before the Stage 2 audit.

The review of documentation should, in any case, be carried out and completed prior to the start of Stage 2.

During the contractual phase, and in particular during Stage 1, Kiwa Italia will verify:

- The documentation on the policies and practices governing the provision and operation of the trust service and, where required, associated documentation such as the network infrastructure plans. IT with all systems, manuals and instructions relevant to the operation of the trust service.
- The maximum level of civil liability assumed by the TSP towards its customers. This level of liability should correspond to an adequate insurance policy, which takes into consideration the maximum cumulative loss level for a specific event linked to potential service inefficiencies and to the number of customers with the declared transaction value.

The results of Stage 1 are suitably documented and promptly communicated to the TSP; the Audit Team then agrees with the TSP the details for Stage 2, also dealing with the planning of it, including the detailed Audit Plan, which will be delivered to the TSP before Stage 2.

Following Stage 1, if any modifications to the data and company activities are found compared to what was communicated by the TSP at the time of drawing up the quotation, the methods and duration of Stage 2 and of the subsequent surveillance Audits may differ from what was initially put forward in the quotation.

Depending on the results of Stage 1, the TSP is obliged to make any modifications or integrations. Kiwa Italia may request the modified documents to be submitted for a new evaluation before moving on to the next stage.

The TSP must keep an updated copy of the documents reviewed for Kiwa Italia and make them available on request, for the entire period of the contract with Kiwa Italia.

At the end of the Stage 1, the Audit Team issues a copy of the Audit report to the TSP, who signs it. The report is submitted for internal examination and approval by Kiwa Italia.

Within 30 calendar days of the end of Stage 1 (or before carrying out Stage 2), the TSP shall receive the confirmation of the contents of the Stage 1 report. On the contrary if, following internal examination, Kiwa Italia considers that any modifications need to be made to the content of the report, it will give formal notification to TSP, providing explanations for each variation made and indications of the subsequent actions.

Depending on Stage 1 results, Kiwa Italia may establish the postponement or cancellation of Stage 2.

5.4.2 Stage 2 Audits and issuing of the certification

The purpose of the Stage 2 audit is to:

a) Evaluate the adherence of the TSP to its policies, objectives and procedures.

b) Confirm that the trust services implemented comply with the applicable audit criteria and comply with the policies, objectives and procedures defined by the TSP.

To achieve this objective, the Stage 2 audit focuses on collecting evidence on the trust services in relation to:

a) the application of the requirements pertaining to the trust service;

b) the organisational processes and procedures and techniques relating to the trust services;

c) security of the interfaces of the components outsourced to an already qualified TSP;

d) the information security measures put in place in relation to the trust services, including the protection of the TSP's IT network;

e) products related to the trust services (reliable systems) such as encryption modules, log analysis systems, back-up systems and in any case all systems that the TSP decides to implement;

f) physical security of the TSP sites.

Stage 2 is planned to take place within a certain time period after Stage 1, in such a way as to allow the TSP to resolve the issues that emerged in Stage 1, to have the opportunity to fill out the presented checklists and for Stage 2 to be planned efficiently by Kiwa Italia. The two Stages can therefore never be carried out consecutively.

The maximum time that can elapse between Stage 1 and Stage 2 must be such as to ensure that the TSP and its processes and methods used for the management of trust services, as well as the regulatory and legislative context are not subject to significant changes between the two stages (therefore set at 6 months).

In case of significant changes that would have an impact on the management of trust services, in the time between the Stage 1 and the target date for the Stage 2, Kiwa Italia may require the repetition of all or part of Stage 1, which will fall under the TSP's responsibility.

The Stage 2 always takes place on the premises where the trust services that are the subject of the certification are carried out. This Audit extends to all requirements of the reference standards and all services that the TSP has declared to the AgID.

At the start of Stage 2, the resolution of any issues notified in Stage 1 is assessed.

At the end of the Stage 2, the Audit Team issues a copy of the Audit report to the TSP, who signs it.

Within 30 calendar days from the end of Stage 2, the TSP will receive the confirmation or otherwise from Kiwa Italia of the report contents, with the official audit report attached. In case of changes in the contents of the report, in its communication, Kiwa Italia will provide the relative explanations and directions regarding subsequent actions to be taken.

The TSP will send the audit report to the Supervisory Body (AgID), according to the terms set out by Regulation 910.

The file cannot be analysed for certification approval, if the resolution of all non-conformities reported has not been verified, as specified in the previous § 5.1.3.

In the event that a period longer than 3 months is required to resolve the non-conformities found, it will be necessary to conduct another Stage 2 audit before proceeding with the certification process.

If the certificate is issued, Kiwa Italia sends notification with the certificate attached and including any requests arising in the Certification Decision phase.

If the certificate is denied, Kiwa Italia will notify the TSP, which will report what was found in the Certification Decision phase and the relative consequent actions.

Once certification has been issued, Kiwa Italia adds the TSP to the list of Organisations with certified services. This list is updated every month and can be seen on the website (www.kiwa.it) together with the certificate issued to the TSP.

The list of certificates covered by accreditation is also provided upon request to the Accreditation Body with the frequency and by the methods set by the Accreditation Body itself.

Any requests for changes to the content of the certificate must be sent to Kiwa Italia in writing and prior to the first useful verification review.

The Certificate of Conformity is valid for 2 years from the date of first issue.

The date of first issue cannot be prior to the date of the certification decision.

It is permitted the reproduction (including color) of the certificates of conformity issued by Kiwa Italia, as long as it reproduces the original in full. Partial reproduction is not permitted.

5.5 Surveillance and reassessment audits

5.5.1 General requirements

Kiwa Italia defines a periodic surveillance and overall revaluation programme of the certified trust services, which provides for on-site audits to ascertain that the certified TSPs continue to comply with the reference rules.

In the event of numerous non-conformities or non-conformities that demonstrate a substantial discrepancy of the services to the reference requirements for certification, Kiwa Italia can implement an immediate provision for the suspension or revocation of the certification, as specified in § 8 of this Regulation.

Carrying out the Surveillance and Reassessment Audits prescribed in the certification cycle is conditional upon the TSP being up to date with payments for all previous services supplied.

Based on the indications given in the Audit report (countersigned by the TSP), regarding significant changes to the TSP, to the reference context (e.g. legislative changes) and/or the number of staff involved, Kiwa Italia reserves the right to modify the contractual conditions for subsequent audits (for example as a result of the need to vary the duration of the Audits), by notifying the TSP. During a reassessment audit, these changes can also result in the execution of a full Stage 1 audit, before the reassessment audit.

The postponement of an already scheduled and agreed Audit, for reasons attributable to the TSP, must be notified to Kiwa Italia at least 30 days before the scheduled date, otherwise a penalty of 50% of the cost involved will be invoiced, along with any expenses incurred.

Surveillance and Reassessment Audits are invoiced at the end of the Audit on the premises of the TSP, according to the set time intervals; if the Audit is postponed for reasons attributable to the TSP, the service will still be invoiced at 100% of the cost, in the month for which the Audit was scheduled (regardless of the actual date of the Audit).

5.5.2 Surveillance audits

Surveillance audits must be carried out annually.

During the surveillance audit the processes and requirements to be observed are sampled. However, the evaluation of the following aspects is always ensured:

a) Review of the actions taken to resolve non-conformities identified during the previous audit and review of the management of non-conformities registered internally or by other competent parties with respect to the evaluation of the TSP's processes;
b) Review of the multisite sampling, if a sampling criteria has been applied during the previous audits;
c) Review of any changes to the documentation and operational processes of the TSP;
d) Review of internal audits and of the management review;
e) Handling of complaints;
f) Verification of the correct use of the certification mark and of the Kiwa Italia certificate;
g) Review of any public statements made by the TSP with regard to its activities (i.e. promotional materials, website).

During the surveillance audit the Audit Team carries out a sampling of the records pertaining to the TSP's activities, in order to be able to examine the events that have taken place and the actions taken during the period.

Within 30 calendar days from the end of the audit, the TSP will receive the confirmation or otherwise of the report contents, with the official audit report attached. In case of changes in the contents of the report, in its communication, Kiwa Italia will provide the relative explanations and directions regarding subsequent actions to be taken.

In case any non-conformities reported are not resolved within the time specified in the previous § 5.1.3, Kiwa Italia will trigger the suspension of certification process or, in more serious cases, for revocation of the certification (§ 8).

For annual surveillance audits, which are not provided for by Regulation 910, there is no requirement that the TSP submits the relative audit report to the AgID, unless specifically requested by the latter.

5.5.3 Reassessment audits

Reassessment audits must be carried out at least every 24 months.

At the end of the Audit, the Audit Team issues a copy of the Audit report to the TSP, who signs it.

Within 30 calendar days from the end of the audit, the TSP will receive the confirmation or otherwise of the report contents, with the official audit report attached. In case of changes in the contents of the report, in its communication, Kiwa Italia will provide the relative explanations and directions regarding subsequent actions to be taken.

The TSP will send the audit report to the Supervisory Body (AgID), according to the terms set out by Regulation 910.

In case any non-conformities reported are not resolved within the time specified in the previous § 5.1.3, Kiwa Italia will trigger the suspension of certification process or, in more serious cases, for revocation of the certification (§ 8).

In any case, the certificate will not be renewed unless evidence is presented of the resolution of all non-conformities.

If the Renewal Audit has a positive outcome, subsequent renewal of the certificate will be possible; while if the outcome is negative, the certificate will not be renewed and the TSP will be charged for the fees owing, including expenses. If the TSP intends to reactivate the certification, a new certification process will need to be initiated, as described in the preceding paragraphs of this Regulation.

The date of the Reassessment Audit may not take place beyond the certificate expiry date.

5.6 Multisite Organisations

In the case of multisite organisations Kiwa Italia will determine if a sampling of the sites to be audited is possible and under what conditions.

The TSP must, in any case, examine the possible findings identified in a specific site (by Kiwa Italia and/or during the internal Audits), with consequent management extended to all sites covered by the scope of the certification of any non-conformities or corrective actions.

The TSP must also ensure that the internal Audits and review by the management are extended to all sites covered by the scope of certification.

6. CHANGES TO THE SCOPE OF THE CERTIFICATION

6.1 Extending the scope of the certification

The TSP may request the extension of the scope of the certificate, which may concern the inclusion of new services or new sites.

The extension requires an Audit, carried out on the TSP's premises, regarding all elements subject to extension and an examination of the documentation to which the extension will apply.

The extension audit can be organised in conjunction with a surveillance or reassessment audit.

The ways in which Audits are conducted and the results processed are the same as those of the Surveillance or Reassessment Audits.

If the outcome is positive, the decision to extend the certification can go ahead, while in the case of a negative outcome the extension process is stopped.

No changes to the scope of the Certification may be discussed at the time of Auditing unless the TSP has previously notified Kiwa Italia in writing and in the absence of acceptance of the extension request by Kiwa Italia.

As a result of the extension, Kiwa Italia reissues the certificate in force, with the extended scope.

6.2 Reduction of the scope of the certification

The reduction can refer to the services and/or sites covered by the certification.

Kiwa Italia will reduce the scope of the existing certification if some parts are found no longer to conform to the requirements, or if the TSP has persistently or seriously failed to satisfy the requirements for some parts of the certification scope or if requested by the TSP.

The reduction can also be proposed by the Lead Auditor during a Surveillance/Reassessment Audit and written into the Audit report.

Reductions occurring as a result of a request from the Organisations or on the initiative of Kiwa Italia can also take the form of an interruption of part of the processes cited in the scope, for a period of one year, or the closure of permanent sites.

Following the reduction the Certificate of Conformity will be reissued, with the new reduced scope, keeping the original expiry date. The TSP must in addition promptly adapt all forms of communication and advertising regarding the certification to the new reduced scope.

In the event of a reduction in the scope of certification, due to the termination of one or multiple services by the TSP, Kiwa Italia will verify that the TSP has adopted the necessary measures to guarantee maintenance over time of the information concerning the release of the various certificates pertaining to the various services and that the databases containing the revocation lists are kept active. The TSP must provide evidence that a plan for the termination of the services has been defined, to be approved by Kiwa Italia in advance.

Kiwa Italia will notify the reduction to the Accreditation Bodies and/or to other third parties that may request it and reserves the right to publish the news to its own website.

7. EXTRAORDINARY AUDITS

7.1 Supplementary audits

Kiwa Italia reserves the right to carry out Supplementary Audits for the reasons mentioned in the *Kiwa Regulation for Certification* or for requests arising in the phase of Certification Decision and communicated in advance to the Organisation, or at the request of the Supervisory or the Accreditation Body. These audits are communicated in advance to the TSP.

These possible Supplementary Audits, paid for by the TSP, do not substitute and do not modify the process and frequency of the periodic Surveillance and Reassessment Audits.

7.2 Short notice audits

Kiwa Italia reserves the right to carry out Audits with little prior notification (5 working days from the date set for the Audit), following reports, complaints or failure to communicate modifications that are of such importance and significance to give rise to serious doubts regarding the lack of conformity of the certified services with the reference requirements.

Such Audits, paid for by the TSP, do not substitute or modify the process and frequency of the periodic Surveillance Audits.

Given the short prior notification and the impossibility of the TSP to refuse the auditor appointed by Kiwa Italia, the utmost care will be taken when selecting the Audit Team.

In the event of unavailability of the TSP to carry out those audits, Kiwa Italia reserves the right to suspend or revoke (in cases considered more serious) the certification issued.

8. SUSPENSION AND WITHDRAWAL OF THE CERTIFICATION

8.1 General requirements

In cases of suspension or withdrawal of certification, as described below, it is the TSP’s responsibility to promptly inform the Supervisory Body (AgID) in this regard.

8.2 Suspension of the certification

The certification may be suspended for the reasons indicated in *the Kiwa Regulation for Certification*, at the request of TSP or, in case, following the Withdrawal of the TSP qualification or of a certified service offered by the TSP by the Supervisory Body due to lack of compliance with the reference certification requirements.

Except in special circumstances (in any case decided by Kiwa Italia) the period of suspension may not last beyond 6 months, otherwise the certification will be withdrawal.

During the period of suspension the TSP loses the right to use the Kiwa Italia Certification mark, the certificate and is deleted from the lists of the Organisations with certified services. The conditions for restoring the suspended certification (including the necessary Audit processes), will be set by Kiwa Italia based on the reasons that led to the suspension and depending on the duration of the suspension.

In the event that the TSP fails to implement the actions indicated by Kiwa Italia for the purpose of reinstatement the suspended certification, the latter shall be revoked or, where possible, its field of application shall be limited.

Kiwa Italia reserves the right to communicate the suspension to the accreditation bodies, to the supervisory body and/or to other third parties that may request it.

8.3 Withdrawal of the certification

The certification may be withdrawn for the reasons indicated in *the Kiwa Regulation for Certification*, at the request of TSP or following the Withdrawal of the TSP qualification or of a certified service offered by the TSP by the Supervisory Body due to lack of compliance with the reference certification requirements.

The withdrawal of the certification determines the automatic resolution pursuant to Article 1456 of the Italian Civil Code of the agreement to which this Regulation applies, except, in any case, the compensation of any damages suffered by Kiwa Italia.

Following withdrawal of the certification, the TSP loses the right to use the Kiwa Italia Certification mark and is deleted from the register of the Organisations with certified services.

Kiwa Italia will communicate the withdrawal to the accreditation bodies and/or to other third parties that may request it.

9. TRANSFER OF THE CERTIFICATION

The transfer of certifications issued by other accredited Certification Bodies are eligible under the following conditions:

1. The transfers must take place only following a review of the full certification documentation by Kiwa Italia (previous audit reports pertaining to at least two years).
2. Kiwa Italia must carry out an inspection with a duration of at least 2 working days at the headquarters of the TSP and a 1 day inspection at each branch office where an HSM device is managed. This inspection shall consist of a visit to the TSP's premises, during which at least the following will be reviewed:
   a. Previous audit reports (referred to in point 1);
   b. The existence of a valid certificate which is currently in force (subject to the rules of the reference ETSI EN 319 403 regulation);
   c. The reasons for the requested transfer (through interviews with management);
   d. Continuity of service;
   e. The management of any previous non-conformities;
   f. The management of any complaints/reports.
3. In the case of certifications where non-conformities have been registered in the last two years, with respect to the certification requirements, the inspection at the TSP's premises must not have a duration less than the time required to conduct a surveillance audit, in order to verify the effectiveness of the corrective actions taken.
4. Kiwa Italia may link its activities to the certification process in progress, as part of an existing and valid certificate, only after having approved its own certification.

10. USE OF THE CERTIFICATION MARK

The TSP with trust services certified by Kiwa Italia can choose whether or not to use the Certification Mark granted by Kiwa Italia.

Using the certification mark the Customer has to fulfil all the applicable rules set out in the *Kiwa Regulation for Certification* as well as the Regulations for Use of the Mark, to which reference is made (www.kiwa.it).

11. CHANGES AFFECTING THE CERTIFICATION

The certified TSP has to inform immediately Kiwa Italia in writing in case of significant changes as that indicated in point 5.2 of *the Kiwa Regulation for Certification*.

In particular, the TSP must notify Kiwa Italia of any changes to its infrastructure or configuration of its processes. In such cases, Kiwa Italia shall assess the impact of the changes made by the TSPs to their infrastructure or of the outsourcing of critical processes relating to the managed services, determining whether such changes should also cover the revision of the “TSP Practice Statements” and/or of the SOA for the ISO 27001 certification.

Where the TSP has not already done so independently, following a risk assessment and a subsequent planning process of the “correct handling of Change Management” process, Kiwa Italia will register a major NC.

A significant change shall be understood to refer to a change in the configuration of the network infrastructure that has an impact on the service or on information security, as well as changes to the security policies and technical procedures for their application. This may also include changes to the organisational structure of the management system, a change in the SOA or the TSP Practice Statement, the replacement of an HMS which foresees a different level of security certification of the device or the elimination of organisational positions that have an impact on security.

The following shall not be considered significant changes: normal employee turnover, routine maintenance operations that may even require the replacement of parts, as well as revisions to the risk assessment, where these do not entail changes in the application of operational controls or in the planning of processes.

In case of any doubt on whether a change is to be considered significant, the TSP must request a clarification from Kiwa Italia and document such communication.

The failure to communicate changes that have a direct impact on “eIDAS” services and/or on the security of infrastructure information supporting such services, shall be recorded as a major NC. Kiwa Italia will also formally evaluate whether such changes may have resulted in any security breaches in the period elapsed since the application of the changes, until the date of the audit in progress. The TSP must actively cooperate in this analysis. In cases deemed serious, Kiwa Italia shall report the issue to ACCREDIA in order to receive specific supervisory instructions on how to proceed. Deficiencies related to information security, which could or may have compromised the services shall always be classified as major NCs.

When it receives notification of changes, Kiwa Italia shall evaluate the consequent actions (i.e. the need to perform an additional audit, a document analysis, etc.).

A full revaluation of the TSP that provides trust services may be required.

The notification and verification of the maintenance of compliance must, in any case, take place in advance of the implementation of the changes themselves. The TSP is furthermore obligated to inform Kiwa Italia promptly of exceptional events, court and/or administration proceedings, accidents, emergencies that have occurred, or legal non-conformities. Failure to comply with these conditions may lead to the suspension, or in the most serious cases, the withdrawal of the certification.

12. COMPLAINTS AND APPEALS

12.1 Complaints

The TSP may present documented complaints regarding his dealings with the certification activities provided by Kiwa Italia.

Such complaints may arise from problems encountered during the certification process, such as for example, delays in completing the various phases and/or incorrect conduct by the Body Auditor.

Kiwa Italia records all complaints, examines them and informs the claimant of the actions taken, within thirty days of receiving the complaint.

Complaints are handled by personnel not involved in the activities that are the subject of the complaints.

Kiwa Italia will establish with the claimant whether and to what extent the content of the complaint and its resolution should be made public.

13.2 Appeals

If the claimant is not satisfied with the response received, or intends to appeal against the decision of Kiwa Italia, he can present an appeal in writing.

The petitioner must state the grounds for his appeal and, where the appeal refers to a decision made by Kiwa Italia (e.g. the expression of a Major non-conformity), it must be presented to Kiwa Italia within 10 calendar days of the decision being communicated.

Appeals are handled by personnel not involved in the activities being appealed.

Kiwa Italia will give the petitioner a written reply and will give notification of any actions to be taken within 30 working days of the date of receiving the appeal.

A detailed description of how to present complaints and appeals is given on the www.kiwa.it website.

13. RIGHT OF UNILATERAL WITHDRAWAL FROM THE AGREEMENT

Kiwa Italia may freely withdraw from the Agreement with the Customer Organisation by giving written communication to the Customer Organisation with a notice of six months from the effective date of withdrawal. The withdrawal by Kiwa Italia determines the withdrawal of the issued certification. The Organisation is in any case obliged to pay Kiwa Italia the amounts due for the services received during the notice period, as established in the last valid quotation.

In the case the Organization wishes to terminate the agreement, the unilateral withdrawal, during the period of Certification validity, requires the respect of notice times established in *General Terms and Conditions* of *Kiwa Cermet Italia for the performance of orders and in the Kiwa Regulation for Certification*.

In particular, for notice of less than three months from the scheduled Audit and greater than two weeks, the TSP must pay 50% of the cost for the instalment scheduled for the subsequent activity as agreed in the agreement. For periods of notice of less than two weeks, the conditions specified in the General Terms and Conditions shall apply.

In case of termination of the Agreement, Kiwa Italia shall issue an invoice for the closing expenses of the certification procedure, in accordance with the last valid quotation.

14. UNILATERAL CHANGE OF THE CONTRACT

Kiwa Italia reserves the right to modify this Regulation at any time. Any new clauses / changes made will be effective from the time they are communicated to the customer, in writing.

The Organization that does not intend to accept the changes, can withdraw from the contract, by giving written notice by registered letter with return receipt or certified mail within 30 calendar days, under penalty of forfeiture, from the day following the communication to Kiwa Italia.

The withdrawal will take effect from the last working day of the month in which the customer’s communication is received.