

# **AWS Certification Requirements**

**Assessment of Conformity with the AWS International Water Stewardship Standard**

**Version 1.0**

**July 2015**

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## Purpose

The purpose of the *AWS Certification Requirements* is to set forth requirements for third-party conformity assessment and certification of clients against the AWS Standard and to set forth AWS requirements for the associated processes of pre-assessment, conformity assessment of group operations, and the use of AWS assets and claims. This document is normative. It should be read by conformity assessment bodies (CABs) that are accredited by AWS on an interim basis to perform conformity assessments of clients against the AWS Standard.

## Responsibility for these Requirements

The AWS Technical Advisory Committee (TAC) is the body responsible for *The AWS Certification Requirements*. The TAC will review the contents of this document on an ongoing basis. A record of amendments is shown below.

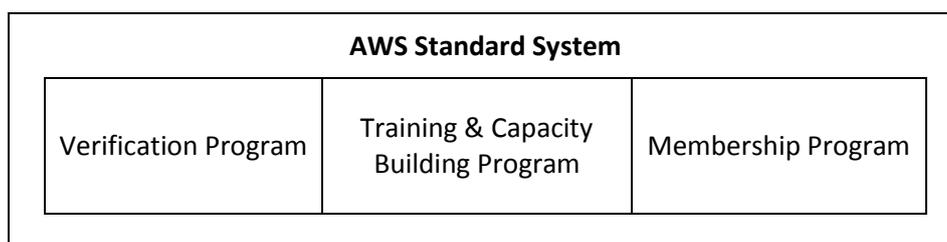
### *Amendment Record*

Version No.	Date of Publication	Description of Amendment
1.0	July 2015	Approved

## AWS Standard System

AWS is the standards system owner and keeper of *The AWS International Water Stewardship Standard* (“the AWS Standard”). As such, AWS is responsible for implementation of the AWS Standard, including standard setting, capacity building, assurance, labelling and monitoring. To achieve these goals, AWS has structured its standards system into three programs: verification program, training & capacity-building program, and membership program (Figure 1). These three programs are complementary. They serve to reinforce one another to ensure that the AWS Standard System provides a credible and robust implementation of the AWS Standard.

Figure 1. Diagram of the AWS Standard System.



## AWS Standard Framework

The AWS Standard System is rooted in four normative documents which, together, comprise the AWS ‘Standard Framework’. The scope and interrelationship of these normative documents is shown in Table 1.

Table 1. Interrelation of the four normative documents of the AWS standards framework.

Normative Document	Purpose	Program	Primary Target Audience
AWS Standard	Sets the Standard	AWS Verification Program	Implementers CABs
AWS Self-Verification Requirements	Sets the process for self-verification	AWS Verification Program	Implementers
AWS Certification Requirements	Sets the process for certification	AWS Verification Program	CABs
AWS Interim Accreditation Requirements	Sets the criteria and the process for accreditation	AWS Interim Accreditation Program AWS Verification Program & AWS Training & Capacity Building Program	AWS or AB
			CABs
			Trainers
			Consultants

First and foremost is *The AWS International Water Stewardship Standard* which lays the foundation of the AWS Standard System by establishing the actions, criteria and indicators for how sites should

manage water at the site level and how water should be stewarded beyond the boundaries of the site. This is a normative document which is applicable, on a voluntary basis, to any site wishing to demonstrate its conformity with the AWS Standard.

The second normative document of the AWS standard framework is the *AWS Self-Verification Requirements*. This document describes the mandatory requirements for the processes of self-verification which are to be followed by implementers.

The third normative document of the AWS standard framework is the *AWS Certification Requirements* (i.e. this document). It describes the mandatory requirements for certification which are to be followed by CABs.

The *AWS Interim Accreditation Requirements* is the fourth normative document of the AWS standard framework. It sets out the mandatory criteria that AWS (or accreditation body) will use to evaluate the competency of AWS service providers (CABs, trainers and consultants). Scope is therefore applicable at two program levels - verification and training & capacity-building.

During the first phase of implementation, AWS may produce additional normative documents in support of program-level objectives. Such objectives may include establishing rules and requirements for membership, branding and claims, training, capacity-building, and related topics.

In addition to normative documents, AWS may also produce guidance documents from time to time. The purpose of guidance is to help implementers, service providers, and stakeholders to better understand AWS requirements and how to implement them effectively. For example, AWS intends to produce a guidance document entitled *AWS Verification System* which provides an overview of how all the different elements of the AWS Verification Program interact to deliver a credible assurance to stakeholders on AWS claims.

## A Introduction

The Alliance for Water Stewardship (AWS) is a global, non-profit organization dedicated to advancing water stewardship around the world. As part of this mission, AWS developed *The AWS International Water Stewardship Standard*. The AWS Standard was the result of an international, four-year, ISEAL compliant, multi-stakeholder process which responded to the growing need for evidence of robust water risk and impact mitigation efforts. It is built around the notion of implementing water stewardship at the site level in a way that understands and engages with the broader catchment to work with other water stakeholders to address shared water-related challenges and opportunities.

AWS has developed a verification system for implementing the AWS Standard which is consistent with the ISEAL Assurance Code, providing consistency, rigour, competence, impartiality, transparency, and accessibility. A central feature of the AWS Standard System is the role of independent certification by third-party Conformity Assessment Bodies (CABs).

AWS will implement the AWS Standard System in two phases: an initial phase (Phase 1: estimated 2015-2016) will be used work out any kinks and ensure capacity is sufficient to meet system needs. For the second phase (Phase 2: 2017+), AWS will update the AWS Standard System and add

improved functionality (e.g. risk aspects, site pairing, etc.) pending AWS member input. Throughout Phase 1, AWS will itself run the accreditation program. This time will be used to gain experience with the system and examine the potential of transferring the accreditation function to an independent accreditation body. Therefore, the present document refers to the AWS accreditation function as an 'interim' arrangement.

As an ISEAL member, AWS is committed to an equitable, open and transparent approach to setting and maintaining its standard. Accordingly, the AWS Standard System follows ISEAL's *Standard Setting, Assurance, and Impacts Codes*. The AWS Standard is also intended to be complementary to existing systems such as ISO 14001. And AWS's approach – utilizing the competencies of independent third-party entities to assess compliance with the standard - draws heavily on existing international norms which apply to conformity assessment bodies (e.g. ISO 17065).

The AWS requirements for certification are intended to align with the European Water Stewardship (EWS) Certification Scheme that is already in place. AWS has proposed a system of mutual recognition with EWS and efforts are being made to ensure that CABs which have already been approved by EWS for Europe are able to gain AWS interim accreditation. It is noted that some aspects of the mutual recognition arrangement are not yet resolved (e.g., AWS and EWS need to reconcile criteria for accreditation/approval of trainers and consultants). It is expected that these issues will be worked out during Phase 1.

## **B Scope**

The requirements presented in this document, the *AWS Certification Requirements*, apply to all conformity assessment bodies (CABs) that engage in the provision of conformity assessment services in relation to *The AWS International Water Stewardship Standard*.

## **C Normative References**

AWS Interim Accreditation Requirements: Requirements for Conformity Assessment Bodies, Training Service Providers, and Consultants. Version 1.0, July 2015

AWS Glossary of Terms, Version 1.0, July 2015

The AWS International Water Stewardship Standard, Version 1.0, April 2014

European Water Stewardship Standard, Version 4.8, December 2012

ISO/IEC 17065:2012(E) Conformity assessment – Requirements for bodies certifying products, processes and services.

ISO 19011:2011(E) Guidelines for auditing management systems

AWS Self-Verification and Certification Application Form

## **D Associated Guidance**

AWS Verification System, Draft for Stakeholder Review, December 2, 2014

ISO 9001:2008 Quality management systems - requirements

ISO 14001:2004 Environmental management systems - Requirements with guidance for use

## **E Terms and Definitions**

All terms are defined in the AWS Glossary of Terms.

## **F General Requirements**

There are no additional general requirements for CABs beyond those given in *AWS Interim Accreditation Requirements* and ISO 17065.

## **1 Pre-Assessment**

- 1.1 Pre-assessment is optional. AWS does not require clients to have a pre-assessment done.
- 1.2 Pre-assessments are limited in scope and results are confidential. The process is intended to be an informal way for clients to gauge their likely conformance to the AWS Standard.
- 1.3 Clients may initiate a pre-assessment at any point prior to or during self-verification or prior to conformity assessment.
- 1.4 It is not required to register pre-assessments with AWS.
- 1.5 Pre-assessments shall be performed by a CAB with AWS interim accreditation.
- 1.6 The CAB shall appoint a suitably qualified team to perform the pre-assessment, having taken due consideration of the competencies and qualifications that AWS requires for auditors (Appendix 1).
- 1.7 The team shall prepare a pre-assessment report for the client which at a minimum shall include:
  - 1.7.1 a gap analysis against the AWS Standard; and
  - 1.7.2 a list of potential areas for improvement.
- 1.8 Pre-assessments may also include an optional benchmarking exercise which identifies performance by indicator, criterion and step.
- 1.9 Pre-assessment reports shall be treated as confidential between CAB, AWS and the client unless the client agrees to disclose the report.
- 1.10 Results of pre-assessments shall be maintained in confidence between CAB, AWS and the client unless the client agrees to disclose information contained therein.
- 1.11 Any auditor who conducts the pre-assessment of a given client cannot participate in subsequent conformity assessments or surveillance audits of that same client if those activities would fall within a period of less than three (3) years.

## **2 Conformity Assessment**

### **2.1 Initial Arrangements and Certification Agreement**

- 2.1.1 Note: neither pre-assessment nor self-verification assessments are prerequisites for conformity assessment. Clients may decide to proceed directly to conformity assessment without having previously done a pre-assessment or a self-verification assessment.

- 2.1.2 Conformity assessments shall only be performed by CABs holding AWS interim accreditation or applicant CABs which have received prior approval from AWS to initiate such conformity assessments.
- 2.1.3 CABs shall enter into a certification agreement with the client seeking certification and the costs agreed between both parties. Revenue and fees charged by the CAB to the client seeking certification will be determined directly by the CAB at their discretion.
- 2.1.4 Prior to entering into a certification agreement, the CAB shall confirm with the client the scope of the proposed assessment.
  - 2.1.4.1 The CAB shall verify that the proposed scope of conformity assessment falls within the CAB's scope of AWS interim accreditation (i.e., for region and sector, as applicable).
  - 2.1.4.2 The CAB shall require the applicant to disclose in the signed certification agreement any prior involvement with AWS service providers. This disclosure shall include pre-assessment if applicable.
- 2.1.5 CABs shall inform their clients about the AWS objection procedure prior to entering into a certification agreement.
- 2.1.6 Certification agreements shall be made available to AWS upon request.

## **2.2 Confirmation of Registration**

- 2.2.1 Before proceeding with a conformity assessment, CABs shall contact AWS to confirm that the client has registered with AWS their intent to pursue certification of the proposed site(s).
- 2.2.2 At this stage, the CAB shall also communicate with AWS in order to:
  - 2.2.2.1 determine if the client has had any previous AWS certificates suspended or withdrawn within the past two (2) years;
  - 2.2.2.2 verify that the client has not previously received AWS certification for the proposed site(s); and
  - 2.2.2.3 obtain an AWS Reference Number for the conformity assessment (see Box 1).
- 2.2.3 The CAB shall record the AWS Reference Number and include this identifier in certification documents relating to the client (i.e., assessment report, certificate, surveillance report).

### **Box 1. AWS Reference Number**

AWS assigns a unique AWS Reference Number when a client registers for an assessment. This number is used to track assessments within each catchment over time. AWS Reference Numbers have the following format:

AAA-###-BBB-CCC-DD-EE-FFFF-GGGG

where:

AAA	Applicable Standard	AWS or EWS
###	Standard Version Code	AWS Standard 1.0 (01.0) or EWS version 4.8 (04.8)
BBB	Guidance Document Code	“INT” for international guidance in AWS Standard v1.0 or if applicable country guidance exists use relevant country code, e.g., USA, GBR, GER, JPN...)
CCC	CAB Code	Letter code assigned by AWS (“000” for self-verification)
DD	Industry Sector Code	Number assigned by AWS (pending; “00” currently);
EE	Region Code	01 = North America, 02 = Latin America, 03 = Europe, 04 = Middle East and Central Asia, 05 = Africa, 06 = South Asia, 07 = Asia Pacific, 08 = Northern Asia and China
FFFF	Parent Company Code	Number assigned by AWS
GGGG	Site Code	Number assigned by AWS

Note that a site may have more than one AWS Reference Number (e.g., if the site underwent self-verification before getting certified).

## 2.3 Audit Team

- 2.3.1 The CAB shall assemble an audit team which, at a minimum, fulfills AWS criteria for qualifications and competencies (Appendix 1).
  - 2.3.1.1 CABs shall retain documentary evidence (i.e., records) to show that each audit team fulfills the criteria given in Appendix 1.
- 2.3.2 The CAB shall appoint a ‘lead AWS auditor’ to each audit team.
- 2.3.3 The CAB shall appoint a ‘local AWS auditor’ to each audit team.
  - 2.3.3.1 In circumstances where the person appointed as lead AWS auditor is also qualified to function as the local AWS Auditor, the CAB may consider assigning the same person to perform both roles provided that doing so would not compromise the qualifications of the audit team or comprehensiveness of the assessment.
- 2.3.4 The minimum size of the audit team shall be three (3) persons.

- 2.3.5 The CAB shall assign additional members to the audit team, including technical experts, in order to evaluate those subject areas which are of greatest relevance to the site under assessment.
- 2.3.6 The CAB may assign additional auditors or technical experts as needed to assess any specific risk factor(s) which is presented by the enterprise under assessment.

## **2.4 Audit Preparation**

- 2.4.1 In advance of the audit, the lead auditor shall:
  - 2.4.1.1 provide the client with a list of information and other materials which shall be prepared prior to the on-site audit;
  - 2.4.1.2 inform the client that the audit team requires free and safe access to facilities at the site;
  - 2.4.1.3 arrange and agree the audit dates with the client;
  - 2.4.1.4 send an audit agenda to the client; and
  - 2.4.1.5 confirm whether or not the audit team will need a translator while on site (e.g., to conduct stakeholder meetings).
- 2.4.2 Where translators are employed, the translators should be independent of the client under assessment.
  - 2.4.2.1 If the CAB is unable to procure a translator who is independent of the client (e.g., due to logistical difficulties), the CAB shall record the name and affiliation of the translator and justify his or her use in the audit report.
- 2.4.3 The lead auditor shall provide the client with an estimation of the duration and cost of the site visit.
- 2.4.4 Prior to going on site, the audit team should complete a desk-based review of information submitted by the client, including as applicable:
  - 2.4.4.1 supplementary materials submitted by the client at the time of or subsequent to application to the CAB for AWS certification;
  - 2.4.4.2 pre-assessment reports or results from pre-assessment work,
  - 2.4.4.3 self-verification reports or results from self-verification work, and
  - 2.4.4.4 other relevant information that has been made available to the audit team (e.g., stakeholder submissions).
- 2.4.5 Where a client has previously undergone a pre-assessment, the audit team may consider those results but shall not be bound by them.

- 2.4.6 Where a client has previously conducted a self-verification assessment, the audit team may consider those results but shall not be bound by them.

## **2.5 Stakeholder Announcement**

- 2.5.1 At least thirty (30) days before the on-site audit, the CAB shall release a stakeholder announcement which states the client's intention to pursue AWS certification.
- 2.5.2 The stakeholder announcement shall be released in at least three outlets:
  - 2.5.2.1 made available online (e.g., published on the client or CAB's website);
  - 2.5.2.2 submitted to AWS for publication on the AWS website; and
  - 2.5.2.3 published in a local media outlet that is appropriate for the enterprise and the stakeholders (e.g., local newspaper).
- 2.5.3 The stakeholder announcement shall invite stakeholders to meet with audit team, or to submit written submissions if preferred.
- 2.5.4 The audit team shall inform stakeholders that oral and written submissions made in reference to the client's operation should be supported by objective evidence wherever possible.
- 2.5.5 At a minimum, the stakeholder announcement shall specify:
  - 2.5.5.1 name of the client;
  - 2.5.5.2 name of the CAB;
  - 2.5.5.3 name and contact details for the lead AWS auditor
  - 2.5.5.4 date(s) and location(s) of the on-site audit; and
  - 2.5.5.5 a brief outline of the process that stakeholders should follow in order to arrange to meet with the audit team and/or to submit written comments to the audit team.

## **2.6 Assessment**

- 2.6.1 The audit team shall fully assess the conformity of the client with each indicator of the AWS Standard at every conformity assessment and re-assessment.
  - 2.6.1.1 Note that all indicators are applicable to all clients, and the audit team shall not give a response of "not applicable" to any indicator unless the CAB has received prior approval from AWS for doing so.
- 2.6.2 The structure of the audit should generally follow the auditor guidance given in ISO 19011.

2.6.3 As part of the on-site assessment, the audit team shall conduct interviews with representative stakeholders or stakeholder groups to assess conformity of the client with relevant indicators of the AWS Standard.

2.6.3.1 Interviews shall be conducted with persons or groups representing:

2.6.3.1.1 the catchment authority (e.g., to assess indicator 3.4.1);

2.6.3.1.2 contract suppliers to the site (e.g., to assess indicator 4.6.1); and

2.6.3.1.3 other identified stakeholders from within the catchment area (e.g. to assess indicator 2.2.1).

2.6.4 The audit team shall also conduct interviews with client staff while on site to assess conformity with relevant indicators of the AWS Standard (e.g., to assess indicator 4.7.1).

2.6.5 During the on-site audit, the audit team shall visit and inspect:

2.6.5.1 a representative sample of source water locations<sup>1</sup>; and

2.6.5.2 a representative sample of water discharge locations<sup>2</sup> used by the client.

2.6.6 The audit team shall record objective evidence of compliance during the assessment. Audit checklists, prepared against the AWS Standard, may be used.

## **2.7 Grading of Audit Findings**

2.7.1 Audit finding shall be assigned (or 'graded') into one of three categories: major non-conformity, minor non-conformity, and observation.

2.7.2 Grading of non-conformities shall be based on the audit team's evaluation of the seriousness of the issue according to the criteria given below (sections 2.8 and 2.9).

2.7.3 For advanced-level indicators, audit teams shall grade all audit findings as observations only.

2.7.3.1 Note: Observations are defined as an area of concern regarding a process, document, or activity where there is opportunity for improvement.

2.7.3.2 Failure to meet an advanced-level indicator represents an opportunity for improvement rather than a non-conformity with the AWS Standard.

2.7.4 For core indicators, audit teams shall grade audit findings using all three categories.

## **2.8 Major Non-Conformities**

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<sup>1</sup> Definitions and guidance on terminology such as source water areas or discharge locations may be found in the AWS Standard (version 1.0).

<sup>2</sup> Ibid.

- 2.8.1 Where the audit team determines that the client does not conform with a core indicator, the audit team shall raise a non-conformity.
- 2.8.2 The audit team shall grade the audit finding as a major non-conformity if:
  - 2.8.2.1 the issue represents a systematic problem of substantial consequence;
  - 2.8.2.2 the issue is a known and recurring problem that the client has failed to resolve;
  - 2.8.2.3 the issue fundamentally undermines the intent of the AWS Standard; or
  - 2.8.2.4 the nature of the problem may jeopardize the credibility of AWS.
- 2.8.3 For each major non-conformity identified, the CAB shall require the client to provide a corrective action plan which includes:
  - 2.8.3.1.1 an analysis of the root cause of the major non-conformity; and
  - 2.8.3.1.2 the specific corrective action(s) to address the major non-conformity.
- 2.8.4 For applicants, the CAB shall require that all major non-conformities are satisfactorily addressed prior to certification being granted.
  - 2.8.4.1 If an applicant does not address major non-conformities within ninety (90) days of the date of detection, another conformity assessment shall be required.
- 2.8.5 For certificate holders, the CAB shall require that all major non-conformities are satisfactorily addressed by the client within thirty (30) days.
  - 2.8.5.1 If a major non-conformity is not addressed by a certificate holder within 30 days, the CAB shall suspend or withdraw the certificate and reinstatement shall not occur before another conformity assessment has been successfully completed.
    - 2.8.5.1.1 Note that no AWS assets may be used by any client with a suspended certificate.
- 2.8.6 The CAB shall review objective evidence for the effectiveness of the client's corrective actions before closing out or downgrading a major non-conformity.

## **2.9 Minor Non-Conformities**

- 2.9.1 Where the audit team has evaluated an audit finding and determines that the seriousness of the issue does not meet the any of the criteria outlined in section 2.8.2, the audit team shall grade the finding as a minor non-conformity.
- 2.9.2 For applicants, the audit team may recommend the client for certification once the client has submitted an acceptable corrective action plan to address all minor non-conformities.
  - 2.9.2.1 The corrective action plan shall include:

- 2.9.2.1.1 an analysis of the root cause of the minor non-conformity;
  - 2.9.2.1.2 the specific corrective action(s) to address the minor non-conformity; and
  - 2.9.2.1.3 an appropriate timeframe to implement corrective action(s).
- 2.9.3 For certificate holders, the CAB shall require that minor non-conformities are satisfactorily addressed within ninety (90) days unless an alternative timeframe, supported by written justification, has otherwise been agreed with the CAB.
- 2.9.4 If corrective actions are inadequate to resolve a minor non-conformity by the time of the next scheduled audit, the CAB shall upgrade the audit finding to a major non-conformity.
- 2.9.5 If an unusually large number of minor non-conformities are detected during the course of a single audit, the audit team may at their discretion raise a major non-conformity to reflect a systematic failure of the client's management system to deliver conformity with the AWS Standard.
- 2.9.5.1 Note that this determination currently rests with the audit team. During Phase 2, AWS may develop guidelines for limiting the acceptable number of minor non-conformities.

## **2.10 Allocation of Points**

- 2.10.1 Where a client has one or more unresolved major nonconformity, the audit team shall not allocate points to any advanced-level indicators.
- 2.10.2 The audit team shall complete the allocation of points within thirty (30) days of completion of the on-site audit and, in any event, before finalizing the assessment report (section 2.11).
- 2.10.3 Prior to allocating points, the audit team shall review the assessment results to confirm that the client has met all core indicators.
- 2.10.3.1 Note: where one or more minor non-conformity has been raised against core indicators, the audit team should consider the adequacy of corrective action plans submitted by the client when applying clause 2.10.3.
- 2.10.4 Audit teams shall award points in accordance with the indicator-specific point allocation system given in the AWS Standard.
- 2.10.5 Certification level shall be determined based on the total sum of points awarded, in any combination, to all advanced-level indicators.
- 2.10.6 Thresholds for the three (3) AWS certification levels against the AWS Standard v1.0 are given in Table 2. Note that points thresholds may change as a result of periodic reviews of the AWS Standard.

Table 2. Thresholds for AWS Certification Levels.

Point Total	AWS Certification Level
0 to 39	AWS Core Certified
40 to 79	AWS Gold Certified
80 or greater	AWS Platinum Certified

2.10.7 Results from self-verification assessments cannot be used to assign a certification level.

## 2.11 Assessment Report

2.11.1 The audit team shall prepare an assessment report for the client which shall be finalized within thirty (30) days of completing the on-site audit.

2.11.2 The assessment report shall contain an introductory section which covers the following information:

- 2.11.2.1 client name and contact details of the person responsible for AWS;
- 2.11.2.2 scope of the assessment including all locations and facilities that were visited;
- 2.11.2.3 a description of the catchment in which the client operates; and
- 2.11.2.4 a summary of shared water challenges.

2.11.3 The assessment report shall contain a section about the audit findings which includes:

- 2.11.3.1 a checklist or table of all AWS indicators detailing the objective evidence that was reviewed by the audit team for each indicator;
- 2.11.3.2 a description of all major non-conformities that were raised;
- 2.11.3.3 a description of all minor non-conformities that were raised; and
- 2.11.3.4 a description of any observations that were raised, as applicable.

2.11.3.4.1 Note: the CAB shall request that the client responds promptly to all audit findings by providing root cause analyses and corrective actions, and the client's responses shall be incorporated into the final version of the assessment report.

2.11.4 The assessment report shall contain a section summarizing AWS indicators. The section shall present a concise summary of the client's conformity or non-conformity with:

- 2.11.4.1 all core indicators; and
- 2.11.4.2 all advanced-level indicators.

- 2.11.4.2.1 Note: point values for each advanced-level indicator may be included in the summary.
- 2.11.5 The assessment report shall contain a section summarizing any identified areas of weakness or opportunities for improvement.
  - 2.11.5.1 Note: the audit team should not make specific recommendations to the client about how to resolve an identified area of weakness. However, the audit team may refer the client to AWS for additional information about programs for capacity-building or training in water stewardship.
- 2.11.6 The assessment report shall specify audit team's overall recommendation for certification and clearly identify the certification level to be awarded (AWS Core, AWS Gold, or AWS Platinum Certified).
- 2.11.7 The audit team shall recommend a surveillance schedule for the client, including any sampling that is recommended.
  - 2.11.7.1 Note: AWS considers the default surveillance level to be annual on-site audits.
- 2.11.8 For re-assessments, in addition to the foregoing reporting requirements, the (re-)assessment report shall also contain a review of non-conformities raised at the previous surveillance audit, including an evaluation of:
  - 2.11.8.1 the current status of each non-conformity;
  - 2.11.8.2 the site's analysis of root cause; and
  - 2.11.8.3 the effectiveness of corrective action(s) taken.

## **2.12 Certification**

- 2.12.1 The CAB shall retain records to demonstrate that the AWS Certifier has reviewed audit documents and has taken the certification decision.
- 2.12.2 A certificate of conformity shall only be awarded when all core indicators have been met to the satisfaction of the CAB.
  - 2.12.2.1 AWS Gold or AWS Platinum certification levels may also be attached to the certificate if:
    - 2.12.2.1.1 the CAB is satisfied that all core indicators have been met; and
    - 2.12.2.1.2 the CAB is satisfied that the total number of points awarded to advanced-level indicators meets the respective threshold for the assigned certification level (section 2.10.6).
- 2.12.3 AWS certificates shall indicate the following:

- 2.12.3.1 name and address of certificate holder;
  - 2.12.3.2 name and location of the site (if different from above);
  - 2.12.3.3 catchment and industry sector;
  - 2.12.3.4 CAB;
  - 2.12.3.5 version of AWS Standard that was used;
  - 2.12.3.6 date of certificate issuance, period of validity and date of expiry;
  - 2.12.3.7 certificate scope (single site, multi-site, or group operation); and
  - 2.12.3.8 AWS Reference Number.
- 2.12.4 Certificates shall be valid for a period of three (3) years.
- 2.12.5 Upon awarding a certificate, the CAB shall inform the client of their eligibility to use specific AWS assets which may include claims about AWS certification and the use of AWS certification logos (see section 7 and Appendix 2).

### **2.13 Objection Procedure**

- 2.13.1 CABs shall respect and adhere to the AWS objection procedure as described in the Appendix 3.
- 2.13.2 If a notice of objection to a certification decision is accepted by the Independent Adjudicator, the CAB shall suspend that certificate until such time as the objection has been resolved.

## **3 Surveillance and Certificate Maintenance**

### **3.1 Surveillance Level**

- 3.1.1 During Phase 2, AWS will establish specific guidelines for CABs to use in determining the appropriate surveillance level (i.e., frequency and intensity of monitoring) for different types of certificate holders. It will incorporate risk factors such as the size, complexity, scope, certification level, industry sector, region and prior audit history of certificate holder.
- 3.1.2 During Phase 1, the following requirement shall apply to the determination of surveillance level:
  - 3.1.2.1 For each certificate issued, the CAB shall conduct monitoring (i.e., surveillance audits) of the certificate holder throughout the lifetime of the certificate.
  - 3.1.2.2 Surveillance audits shall be conducted annually, the interval between audits not to exceed thirteen (13) months.

3.1.2.3 Surveillance audits shall be conducted on-site rather than remotely.

3.1.2.3.1 Note: the audit team may use a desk-based review to supplement but not to replace the substantive on-site audit.

3.1.2.4 Surveillance audits shall be performed by an audit team which fulfills the requirements of Appendix 1.

3.1.2.5 Scope of surveillance audits shall meet or exceed the requirements given in section 3.2.

## **3.2 Scope of Surveillance Audits**

3.2.1 Scope of surveillance audits shall include, at a minimum:

3.2.1.1 review and follow-up on all non-conformities raised at the previous audit;

3.2.1.2 evaluation of known areas of weakness (i.e., risk factors);

3.2.1.3 a review of shared water challenges; and

3.2.1.4 additional areas for review at the audit team's discretion.

3.2.2 During each surveillance audit, the audit team shall review, at a minimum, objective evidence for conformity in the following areas:

3.2.2.1 Leadership commitment (Criterion 1.1);

3.2.2.2 Prioritized list of shared water challenges and how these issues are currently being addressed (Criteria 2.6 and 2.7);

3.2.2.3 Implementation of the water stewardship plan and performance disclosure (Criteria 3.2 and 6.2);

3.2.2.4 Documentation demonstrating legal, regulatory and rights compliance (Criterion 4.1);

3.2.2.5 Water balance performance (Criterion 4.2);

3.2.2.6 Water quality performance (Criterion 4.3);

3.2.2.7 Performance against the site's Important Water-Related Areas (Criterion 4.4);

3.2.2.8 Participation in catchment governance (Criterion 4.5);

3.2.2.9 Stakeholder commentary on performance (Criterion 5.3); and

3.2.2.10 Transparency of water-related legal compliance (Criterion 6.4).

### **3.3 Re-Evaluation of Certification Level**

- 3.3.1 CABs shall consider all reasonable requests from clients to re-evaluate the certification level (AWS Core, AWS Gold, or AWS Platinum) which is attached to the client's certificate.
- 3.3.2 An 'upgrade' of certification level (e.g., from Core to Gold, from Gold to Platinum) is contingent on successful completion of a conformity assessment that covers all core indicators and all advanced-level indicators.
- 3.3.3 Because re-evaluation is minimally different from re-assessment, CABs may handle such requests as a re-assessment (i.e., in accordance with the requirements given in section 3.6) provided that the timing of re-assessment would fit within the certification cycle.
- 3.3.4 Where timing does not allow for a re-assessment approach, the CAB may schedule the re-evaluation to coincide with a surveillance audit.
  - 3.3.4.1 Surveillance audit scope shall be expanded to reflect the new audit objective which shall include assessment of all core indicators and all advanced-level indicators by the audit team.
- 3.3.5 CABs shall not upgrade a client's certification level based exclusively on results from a surveillance audit, i.e. re-evaluation is required for certificate upgrades.
  - 3.3.5.1 Note that the CAB may downgrade a client's certification level based on results from a surveillance audit if there is objective evidence supporting such a determination (e.g. major non-conformities).

### **3.4 Surveillance Report**

- 3.4.1 The audit team shall prepare a surveillance report for the client which shall be finalized within thirty (30) days of completing the on-site surveillance audit.
- 3.4.2 The surveillance report shall cover, at a minimum, the information specified in section 3.2.
  - 3.4.2.1 Note: the CAB shall request that the client responds promptly to all non-conformities by providing root cause analyses and corrective actions, and the client's responses shall be incorporated into the final version of the surveillance report.
- 3.4.3 The surveillance report shall clearly specify the audit team's overall recommendation as to:
  - 3.4.3.1 whether or not the certificate should be maintained (i.e., continuing certification); and
  - 3.4.3.2 if applicable, the certification level (AWS Core, AWS Gold, or AWS Platinum Certified) which should be attached to the certificate.

- 3.4.4 Where the audit team recommends that the certification level should be different from the level that was determined at the previous assessment, the audit team shall include a section in the surveillance report which justifies the change.
- 3.4.4.1 A recommendation for an 'upgrade' in certification level (i.e., from Core to Gold; from Gold to Platinum) shall be accompanied by a summary of the objective evidence which led to improved scoring of the relevant advanced-level indicators (note that certificate upgrades resulting from a surveillance audit require a re-evaluation to take place as described in 3.3.5 above).
- 3.4.4.2 A recommendation for a 'downgrade' in certification level (i.e., from Gold to Core; from Platinum to Gold) shall be accompanied by a summary of:
- 3.4.4.2.1 observations on those advanced-level indicators which had been met by the client at the previous audit; and
- 3.4.4.2.2 any major non-conformities that were raised (if applicable).
- 3.4.5 The audit team shall recommend a surveillance schedule for the client, including any sampling that is recommended.
- 3.4.5.1 Note: AWS considers the default surveillance level to be annual on-site audits but recommendations may be used to help AWS formulate guidance for determining surveillance levels in the future (i.e., Phase 2).

### **3.5 Certificate Transfer**

- 3.5.1 CABs shall have procedures to handle certificate transfers including:
- 3.5.1.1 the outbound transfer of their own clients to a different CAB; and
- 3.5.1.2 the inbound transfer of clients from a different CAB.
- 3.5.2 Note: AWS considers transfer of ownership (i.e., owing to mergers or acquisitions) of a certified entity to be a contractual matter between CAB and client that should be handled in accordance with the certification agreement.
- 3.5.3 Should a client opt to change CABs at any point after certification (i.e., transfer of certificate during surveillance) the client shall:
- 3.5.3.1 notify AWS in writing of the details of the certificate transfer, including the reason for the transfer;
- 3.5.3.2 provide the current CAB with a notice of AWS certificate transfer, identifying the new CAB; and
- 3.5.3.3 provide the new CAB with a copy of their last assessment report and surveillance report.

- 3.5.4 Prior to accepting a client transfer, the new CAB shall review all available information regarding previous conformity assessments and surveillance audits.
- 3.5.5 Where the new CAB has doubts or concerns about the status of non-conformities that were raised in audits by the previous CAB, or any other material aspect of previous conformity assessments, the client shall authorize the previous CAB to share additional audit history information with the new CAB in order to ensure that all outstanding non-conformities are resolved.
- 3.5.5.1 Note: The new CAB may determine, after having completed a desk-based review of the information in 3.5.5, that it is necessary to perform a surveillance audit or conformity assessment of the transferring client before issuing a certificate.

### **3.6 Re-Assessment**

- 3.6.1 CABs shall conduct a re-assessment of the client before the certificate can be re-issued or the period of validity extended.
- 3.6.1.1 Note that a re-assessment is a 'full' conformity assessment.
- 3.6.2 The process for re-assessment shall follow all steps for conformity assessment as described in Section 2 with the exception of sections 2.1 and 2.2 which are not repeated.
- 3.6.3 Re-assessment should be completed before certificate expiry (i.e., before the end of the third year of certification) in order to ensure continuity of certification.

### **3.7 Suspension**

- 3.7.1 Should a client fail to resolve non-conformities within required time period, the CAB shall:
- 3.7.1.1 suspend the certificate;
- 3.7.1.1.1 Note that no AWS assets may be used by any client with a suspended certificate.
- 3.7.1.2 inform AWS within two (2) working days so that AWS may publish a notice of suspension on the AWS website; and
- 3.7.1.3 prepare a suspension report and submit it to AWS within five (5) working days.
- 3.7.1.3.1 The suspension report shall give a rationale for suspension and provide a description of all unresolved non-conformities.
- 3.7.1.3.2 AWS may publish the suspension report on the AWS website.
- 3.7.2 Suspended clients shall be given twelve (12) months to address the cause for suspension.

- 3.7.3 The CAB shall not reinstate a suspended certificate until the client has successfully undergone another conformity assessment.
- 3.7.4 Note: During Phase 2, it is likely that clients with suspended certificates will be treated as high-risk sites when determining surveillance level, and they will remain high-risk until the next conformity assessment shows otherwise.
- 3.7.5 AWS reserves the right to suspend the certificate of any client who violates the spirit and intent of the AWS Standard or who goes directly against AWS's organizational mission.
  - 3.7.5.1 Note: In respect of 3.7.5, clients shall assume responsibility for all sites named on the certificate whose actions may discredit AWS, including the actions of a facility which may be added to the certificate through change of ownership, merger or acquisition.

### **3.8 Termination**

- 3.8.1 If the client has not resolved the cause of suspension within twelve (12) months, the CAB shall:
  - 3.8.1.1 terminate the certificate;
  - 3.8.1.2 notify the client that they are ineligible to apply for AWS certification for a period of no less than 36 months;
  - 3.8.1.3 inform AWS of the termination within five (5) working days so that AWS may publish a notice of termination on the AWS website; and
  - 3.8.1.4 prepare a termination report and submit it to AWS within five (5) working days.
    - 3.8.1.4.1 The termination report shall give a rationale for termination.
    - 3.8.1.4.2 AWS may publish the termination report on the AWS website.

## **4 AWS Criteria for Single Site, Multi-Site and Group Operations**

### **4.1 Proposed Eligibility Criteria**

- 4.1.1 It should be noted that AWS will use Phase 1 to further develop the specific criteria for establishing eligibility and distinguishing among the different types of operations. As such, the proposed criteria and processes described in this section (section 4) should be viewed by CABs as guidance.
- 4.1.2 An enterprise which occupies more than one catchment would not usually be eligible for AWS certification.

- 4.1.2.1 For those clients occupying two catchments, CABs may consider an allowance for the client to use supplemental water resources from a second catchment provided that inclusion would not undermine the intent of the AWS Standard.
- 4.1.2.2 Clients may contact a CAB or AWS to discuss how catchment area boundaries might be used to delineate sub-units of the enterprise which are (or may be) eligible for AWS certification when assessed as separate units.
- 4.1.2.3 During Phase 2 AWS may develop systems for “bulk” certification for organizations with sites in more than one catchment and multiple sites in the same catchment which have heterogeneous production systems.
- 4.1.3 The scope of the enterprise put forward for assessment should be under the control of a single management system.
  - 4.1.3.1 Clients may contact a CAB or AWS to discuss how an enterprise with more than one management system can be sub-divided into assessment units which are or may be, individually, eligible for AWS certification.
  - 4.1.3.2 Note: An enterprise with more than one owner is not precluded from AWS eligibility provided that the enterprise has a single management system and is represented by an entity which is capable of entering into a certification agreement with the CAB.
- 4.1.4 The enterprise put forward for assessment should be homogeneous with respect to primary production system, water management, product or service range, and the main market.
  - 4.1.4.1 Note: where the applicant operates a heterogeneous production system, the CAB may assist the client with identifying those subcomponents of production representing homogeneous units which can be assessed as independent single site operations.

## **4.2 Criteria**

- 4.2.1 Note that all terms relating to AWS group certification are defined in the AWS Glossary of Terms.
- 4.2.2 For the purposes of certification, AWS distinguishes three types of operation:
  - 4.2.2.1 single site operation;
  - 4.2.2.2 multi-site operation; and
  - 4.2.2.3 group operation.
- 4.2.3 A decision tree is shown in Figure 2 which summarizes key steps in classifying an entity as either a single site operation, a multi-site operation, or a group operation.

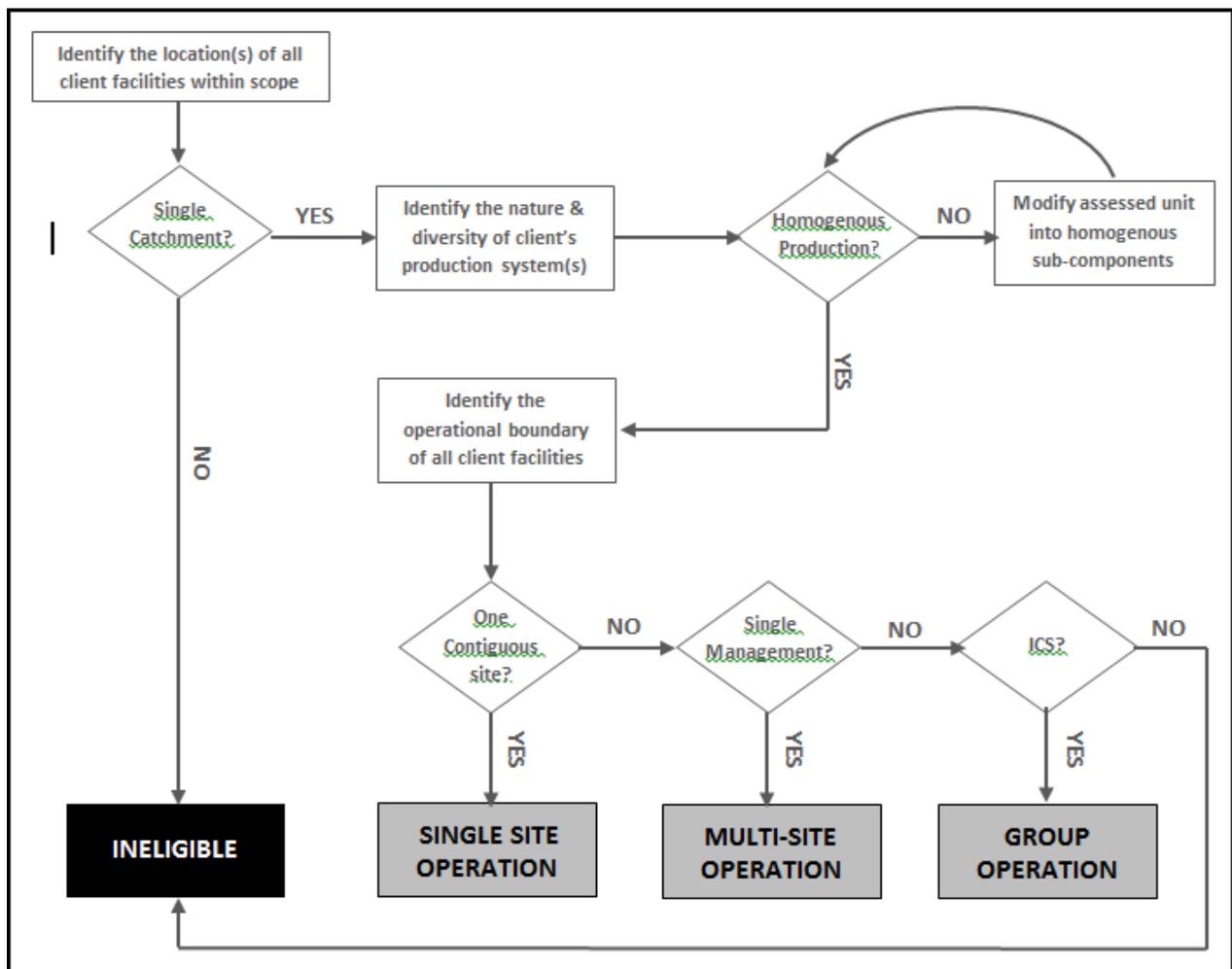


Figure 2. Decision tree as a guideline for CABs in determining the client's type of operation.

- 4.2.4 CABs should use the decision tree (Figure 2) and the following section (section 4.3) as a guideline for classifying the client's type of operation.
- 4.2.5 Where the CAB has good reason to deviate from AWS guidelines for classifying the type of operation of a client, the CAB shall justify that determination in the assessment report.
- 4.2.6 During Phase 1, clients may direct questions to AWS regarding the application of criteria for single site, multi-site, and group operations.

### 4.3 Classification of Type of Operation

- 4.3.1 For the purposes of AWS assessment, a client's enterprise should be defined as a single site operation if it meets the following definition:
  - 4.3.1.1 A single location, including the building(s) and the property over which the client has control, which is using or managing water.
- 4.3.2 Where an enterprise does not meet the above definition for a single site operation, it should be assessed as either:

- 4.3.2.1 a multi-site operation; or
- 4.3.2.2 a group operation.
- 4.3.3 The CAB should assess the enterprise as a group operation if:
  - 4.3.3.1 all sites within the proposed group operate an internal control system (ICS);
  - 4.3.3.2 all sites within the proposed group have entered into a Group Member Agreement with management to pursue AWS certification as a group operation;
  - 4.3.3.3 the proposed group has nominated an AWS Group Representative; and
  - 4.3.3.4 the client for certification has requested to be assessed as a group operation.
    - 4.3.3.4.1 Note: the CAB shall ensure that the client understands the applicable AWS group certification requirements (sections 5 and 6) before entering into a certification agreement to assess the client's enterprise as a group operation.
- 4.3.4 In addition to the requirements of the AWS Standard, group operations shall meet the requirements as specified in section 5.
- 4.3.5 In addition to the requirements of the AWS Standard, CABs shall assess the conformity of group operations against the requirements of section 5 as set forth in section 6.
- 4.3.6 If the enterprise does not meet the criteria in 4.3.3 for a group operation, nor the criteria in 4.3.1 for a single site operation, the CAB should assess the enterprise as a multi-site operation as outlined in section 4.4.

#### **4.4 Requirements for Assessment of Multi-Site Operations**

- 4.4.1 Requirements for conformity assessment and surveillance of multi-site operations are similar to those for single site operations, as specified in sections 2 and 3, respectively, with the following exceptions:
  - 4.4.1.1 The CAB shall require the client to nominate an AWS Group Representative.
  - 4.4.1.2 The CAB shall identify the name and location of each site within the scope of the client's operation and shall assign a unique code to each.
  - 4.4.1.3 For conformity assessment of multi-site operations, the CAB shall conduct an on-site audit at each site.
  - 4.4.1.4 For surveillance of multi-site operations, the CAB shall conduct an on-site audit at each site.
  - 4.4.1.5 CABs may consolidate the results from all site audits into a single assessment report.
  - 4.4.1.6 CABs should issue a single certificate for the multi-site operations.

- 4.4.1.7 Certificates for a multi-site operation shall incorporate a register of all sites included in the scope of the certificate.
- 4.4.2 Where a client requests to add a new site to a multi-site certificate, the CAB shall conduct an on-site audit of the site proposed for inclusion before adding that site to the certificate register.
- 4.4.3 The CAB shall ensure that all AWS claims made by the client are managed through the AWS Group Representative.
- 4.4.4 Table 3 summarizes some of the similarities and key differences between multi-site certification, single site certification and group certification.

Table 3. Some key differences between certification of single site, multi-site and group operations

	<b>Single Site Certification</b>	<b>Multi-Site Certification</b>	<b>Group Certification</b>
<b>Number of Watersheds</b>	One	One	One
<b>Number of Management Systems</b>	One	One	Multiple
<b>Production System</b>	Homogeneous	Homogeneous	Homogeneous
<b>Ownership</b>	Single or Multiple	Single or Multiple	Single or Multiple
<b>Physical Arrangement of Facilities</b>	Contiguous ( 1 site)	Discontiguous (> 1 site)	Discontiguous (> 1 site)
<b>AWS Group Representative</b>	No	Yes	Yes
<b>Centralized Group Structure (e.g. ICS)</b>	No	No (not required)	Yes
<b>Internal Audits</b>	No	No (not required)	Yes
<b>External Audits (by the CAB)</b>	One annual audit	One annual audit at each site	One annual audit at group headquarters; annual audits at a sample of member sites
<b>Assessment and Surveillance Reports</b>	One	One report to cover all sites	One report for the group
<b>Certificates</b>	One	One certificate to cover all sites	One certificate to cover all members
<b>Does AWS Allow Self-Verification?</b>	Yes	Yes	No

## 5 Requirements for Group Operations

### 5.1 Group Management

- 5.1.1 The management of the group must be clearly defined.
- 5.1.2 The group shall identify the person with overall management responsibility for the group.

5.1.3 The group shall nominate an 'AWS Group Representative' who assumes overall responsibility for the group's implementation of and compliance with the AWS Standard and AWS certification requirements and serves as the primary contact for AWS communications.

5.1.3.1 Note: the AWS Group Representative may or may not be the person identified in 5.1.2.

5.1.4 Group management shall be responsible for:

5.1.4.1 Establishing a common management framework which explicitly adopts the objective of responsible water stewardship;

5.1.4.2 Ensuring that the group structure and the internal control system (ICS) are in conformance with requirements of the AWS Standard and AWS requirements for group operations;

5.1.4.3 Ensuring that all members within the group operation are in conformity with the AWS Standard;

5.1.4.4 Providing evidence to show that all members within the group operation are in conformity with the AWS Standard;

5.1.4.5 Ensuring that records for all member sites are maintained up to date;

5.1.4.6 Preparing and approving documents, processes and procedures to be used by all sites within the scope;

5.1.4.7 Ensuring that all members have an adequate understanding of the AWS Standard;

5.1.4.8 Carrying out yearly internal audits at all sites within the scope;

5.1.4.9 Following up on non-conformities raised during internal audits; and

5.1.4.10 Following up on non-conformities raised during external audits (i.e. during third-party conformity assessments).

## **5.2 Group ICS**

5.2.1 The group shall operate an Internal Control System (ICS) which meets the requirements of the AWS Standard and AWS certification requirements.

5.2.2 At a minimum, the ICS shall include or incorporate each of the following:

5.2.2.1 a documented set of procedures covering group processes;

5.2.2.2 a detailed description of how production units are structured;

5.2.2.3 appropriate procedures for maintenance of records;

5.2.2.4 records from internal audits of production units; and

5.2.2.5 a description of the responsibilities of staff of production units and ICS.

5.2.3 In addition to the foregoing, the ICS shall identify the applicable AWS Standard and how non-conformities from internal audits are dealt with according to a set of procedures and sanctions.

### **5.3 Homogeneity of Group Production Systems**

5.3.1 Group members shall be homogeneous regarding their main production systems, their water management, their product or service range, and their main market structures.

### **5.4 Group Membership Agreement**

5.4.1 Each group member shall indicate, by way of signature or practical alternative (e.g., in the case of illiterate members), their entry into a contract or agreement with group management to coordinate and pursue AWS certification as a group operation, known as the 'Group Membership Agreement'.

5.4.2 Group management shall make sure that each group member understands the implications of entering into the Group Membership Agreement.

5.4.3 The Group Membership Agreement shall contain at least the following:

5.4.3.1 a commitment by the group member to fulfill the requirements of the AWS Standard and applicable AWS Certification Requirements;

5.4.3.2 a commitment by the group member to provide the group management with required information per the needs of the ICS in a timely manner;

5.4.3.3 acceptance by the group member of internal and external audits;

5.4.3.4 an obligation for the group member to report non-conformities; and

5.4.3.5 the rights of group management to terminate the membership of any member if continued participation by that member threatens the credibility of the group.

### **5.5 Group Member Requirements**

5.5.1 Group management shall ensure that all members shall have an adequate understanding of the AWS Standard as well as a copy of, or at least access to, the specified requirements determined by the group (Standard and certification requirements). Where appropriate, this can include diagrams or pictures that explain the requirements. Depending on the needs of the group, the document can be an internal standard developed by the group or the (external) AWS Standard in its entirety. The documents such as contracts and internal

standards which the group members need to understand shall be written in a way that is adapted to their local language and knowledge.

- 5.5.2 Records covering the relationship between the group management and group members shall be maintained and kept up to date.
- 5.5.3 The AWS Group Manager shall keep the following information up to date:
  - 5.5.3.1 Copies of contracts between the group and individual group members;
  - 5.5.3.2 group member list;
  - 5.5.3.3 maps of sites and property areas;
  - 5.5.3.4 internal audit reports;
  - 5.5.3.5 non-conformities (both minor and major), sanctions and follow-up action arising from both internal audits and external audits; and
  - 5.5.3.6 complaints and appeals (to group management, the CAB, or AWS directly).
- 5.5.4 The internal audits shall be conducted with sufficient scope and detail to provide group management with a robust appraisal of whether or not each group member continues to maintain conformity with the AWS Standard and certification requirements.
- 5.5.5 Each member of the group shall be internally audited on at least once per year.
- 5.5.6 New or proposed group members shall always be subject to an internal audit before they may be added to the list of group members (5.3.13).
- 5.5.7 The AWS Group Representative shall perform an annual review of the status of all members of the group, and shall take a decision as to continuing membership of each member. This decision shall be based on internal audits and other information. Safeguards shall be in place to ensure that internal auditors are not unduly influenced in their findings by group management or group members.
- 5.5.8 Group members should have the right to appeal internal audit findings of non-conformity.
- 5.5.9 Group management may assume the responsibility of maintaining the operational records on behalf of individual members.
- 5.5.10 All group members shall be recorded on a list. The list of group members shall be updated annually or more often if necessary and shall include at least the following information for each member:
  - 5.5.10.1 name of the member or code assigned to the member;
  - 5.5.10.2 location
  - 5.5.10.3 the nature (product types) and volume of production;
  - 5.5.10.4 volume of water use (inputs and outputs);

- 5.5.10.5 current membership status (including any non-conformities and corrective action plans);
- 5.5.10.6 date(s) of most recent internal audit;
- 5.5.10.7 date(s) of most recent external audit; and
- 5.5.10.8 any other group-specific information as may be needed.

## 6 Conformity Assessment of Group Clients

### 6.1 General

- 6.1.1 The CAB shall ensure that the client is informed about the AWS Standard and AWS certification requirements for group operations before entering into a certification agreement.
- 6.1.2 Where certification of a client group is sought, the CAB shall:
  - 6.1.2.1 perform an assessment of the client group against the AWS Standard and the AWS group certification requirements outlined in section 6;
  - 6.1.2.2 Conduct a risk assessment of the client group to ensure that a representative sample (quantity and type) of group members are assessed;
  - 6.1.2.3 Perform an audit of the group entity (i.e., the central or head office of the group operation); and
  - 6.1.2.4 Audit of a sample of group members to assess the accuracy of the results of the ICS. The audit sample shall conform to AWS sampling requirements (Table 4).

Table 4. AWS Group Sampling Requirements

Number of Group Members	Minimum Number of Sites to Sample
2-10	2
11-15	3
16-20	4
21-30	6
31-40	8
41-50	10
51+	15

- 6.1.3 Sites for sampling should be selected at random from the pool of client group members, with the exception of the following.
  - 6.1.3.1 Audit teams may select up to one-third of the sites using judgmental sampling.
    - 6.1.3.1.1 Note: When using judgmental sampling, auditors should focus on known areas of weakness or non-conformity.
  - 6.1.3.2 The CAB shall use judgmental sampling to select at least one group member for audit.
  - 6.1.3.3 Where judgmental sampling has been applied, the audit team shall provide an explicit rationale for selection of sites in the assessment report or surveillance report.
- 6.1.4 The selection of group members for audit should vary from one year to another.
- 6.1.5 Where new members have joined the client group since the previous audit, CABs shall stratify them separately from the original pool of members at the next audit (i.e., there will be two sampling strata: old members and new members) and the requirements for determining sample size shall be applied separately to each stratum.
- 6.1.6 The audit team shall review the documentation of the ICS to ensure internal audits have been carried out, records are complete and non-conformities are resolved.
  - 6.1.6.1 The major aim of the CAB audit is to evaluate the quality and effectiveness of the internal audits. If internal audits are weak, the whole idea of an internal control system instead of effective external control is at risk.
  - 6.1.6.2 Audit teams shall place a greater emphasis on assessing the effectiveness of the ICS (e.g., by reviewing implementation of policies and procedures at all sites) than would normally be done when assessing a single site enterprise.
- 6.1.7 CABs shall reserve the right to audit any other findings at their discretion should anomalous information be found by any of the given group members.

## **6.2 Non-Conformities in Group Operations**

- 6.2.1 Non-conforming members within a group operation signify a systemic problem with the group's ICS. AWS requires CABs to take immediate action if a significant number of non-conforming individual group members are found during their assessments.
- 6.2.2 AWS sets a threshold of 5% for the observed non-conformity rate of members within a group operation, rounded to the nearest whole number. If the thresholds are exceeded (i.e., the number of non-conforming individual members is equal to, or greater than, this number), then it signifies a systemic problem with the group's internal control system (see Table 5).

Table 5. Examples of threshold for non-conformity rate.

<p><b>Example 1. Group Operation #1</b></p> <p>13 member sites were sampled and 1 major non-conformity was identified.          Non-conformity rate: 1 NC per 13 sites = 7.7% (rounded up to 8%)          Observed rate (8%) is greater than threshold (5%)          Conclusion: Systemic problem with the group's ICS.</p>
<p><b>Example 2. Group Operation #2</b></p> <p>24 member sites were sampled and 1 major non-conformity was identified.          Non-conformity rate: 1 per 24 sites = 4.2% (rounded down to 4%),          Observed rate (4%) is less than threshold (5%)          Conclusion: Not a systematic problem with the group's ICS.</p>

- 6.2.3 If a systemic problem with the ICS is found, the CAB shall raise a major non-conformity against group management.
- 6.2.4 If the major non-conformity is not addressed by a certificate holder within 30 days, the CAB shall suspend the certificate until such time as:
  - 6.2.4.1 the group has addressed non-conforming individual members;
  - 6.2.4.2 the group manager documents the actions being undertaking to rectify the systemic problem; and
  - 6.2.4.3 the client group client undergoes a re-assessment that includes a follow up on non-conforming members plus another randomly selected site, based upon the audit team's discretion.
  - 6.2.4.4 Note that no AWS assets may be used by any client with a suspended certificate.

**6.3 Assessment Report**

- 6.3.1 The reporting requirements for single sites (section 2.11) shall apply to conformity assessments of group operations.
- 6.3.2 In addition to single site reporting requirements, group assessment reports shall contain the following information:
  - 6.3.2.1 Record of the name and contact details of the AWS Group Manager;
  - 6.3.2.2 A description of the group structure and relationships; and
  - 6.3.2.3 A register of all sites in the group suitable to be used as a schedule to the certificate with name and address details for each site.
- 6.3.3 The assessment report for group operations shall also contain:

- 6.3.3.1 Commentary on the audit team's assessment of the competency and impartiality of the group to maintain conformance with the AWS Standard and AWS group requirements;
- 6.3.3.2 Commentary on the audit team's perception of the competency of the internal auditors to undertake internal audits as part of a group operation;
- 6.3.3.3 Commentary on the reliance that can be placed upon the internal auditor's finding of conformance / non-conformance of the group;
- 6.3.3.4 A comparison of the audit team's findings with the findings made by the group entity, and the reliance that can be placed upon the group entity's findings of conformance / non-conformance;
- 6.3.3.5 A copy of the sampling plan used with a justification for use;
- 6.3.3.6 Recommendations for interim year surveillance audits or training, including any sampling that is recommended.

## **7 Communication of AWS Assets**

### **7.1 General**

- 7.1.1 AWS assets consist of all trademarks, logos, claims and other intellectual property associated with or developed by AWS, and this shall include the assets described in 7.1.2, as well as those presented in Appendix 2.
- 7.1.2 AWS owns the following assets or trademarks:
  - 7.1.2.1 The term 'Alliance for Water Stewardship';
  - 7.1.2.2 The initials 'AWS';
  - 7.1.2.3 The term 'AWS Standard';
  - 7.1.2.4 The term 'AWS Core Certified';
  - 7.1.2.5 The term 'AWS Gold Certified';
  - 7.1.2.6 The term 'AWS Platinum Certified';
  - 7.1.2.7 The AWS logo (refer to Appendix 2); and
  - 7.1.2.8 The AWS certification logos (refer to Appendix 2).
- 7.1.3 Only those persons or entities who have obtained authorization shall be permitted to communicate referring to AWS assets.
- 7.1.4 All use must be used in conformity with the current AWS requirements.

- 7.1.5 AWS requires that implementers and clients control all of their communications in relation to any AWS asset(s).
- 7.1.6 CABs shall review the client’s use of AWS assets at all conformity assessments, surveillance audits, and re-assessments.
- 7.1.7 Continuing certification shall be conditional upon clients demonstrating control over all communications referring to conformance with the AWS Standard and the AWS Verification System, including the use of all AWS assets. This control must cover:
  - 7.1.7.1 business-to-business correspondence and sales documentation;
  - 7.1.7.2 all use of AWS assets off-product (e.g., in promotional material, reports or to media); and
  - 7.1.7.3 any approved AWS assets that are developed in the future.
- 7.1.8 For the avoidance of doubt, at present, AWS assets are not allowed in direct consumer communication (e.g., on product labels).
- 7.1.9 Additional guidance on the communication of AWS assets is found in Appendix 2.

**7.2 AWS Claims**

- 7.2.1 The current list of AWS claims is shown in Table 6.

Table 6. Current List of AWS Claims.

Claim Identifier	AWS Claim
Version 1b	This site has declared itself to meet the AWS’s global standard for water stewardship. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a>
Version 1c	“This site is independently certified to the AWS’s global standard for water stewardship. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a> ”
Version 2b	Site YYYYY [insert site name], through a self-assessment, meet’s AWS’s water stewardship standard thereby helping to manage its water resources and contribute to collective efforts within the catchment. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a>
Version 2c	“Site YYYYY [insert site name] has been independently certified to the AWS’s standard and is both managing its water resources and contributing to efforts within the catchment. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a> ”
Version 3a	“XXXXX [insert company/public sector agency name]’s YYYYY [insert site name] facility, through a self-assessment, has declared itself to meet the AWS’s global standard for water stewardship.
Version 3b	“XXXXX [insert company/public sector agency name]’s YYYYY [insert site name] facility is 3rd party certified to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a> ”
Version 4a	“XXXXX [insert company/public sector agency name] has X% of its total water use certified by a third party auditor to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a> ”
Version 5a	“XXXXX [insert company/public sector agency name] has X% of its total number of production sites certified by a third party auditor to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a> ”

7.2.2 AWS reserves the right to modify, change or rescind the aforementioned AWS claims.

### **7.3 Self-Verification Claims**

7.3.1 Self-verification conveys to the implementer limited use of AWS assets. Specifically:

7.3.1.1 Once the implementer's disclosure information has been received by AWS and a declaration is posted on the AWS website, self-verification with the AWS Standard is complete. From this time forward, but not beforehand, the implementer may use limited AWS assets on communication outlets – exclusive of the products themselves - and such usage of assets may continue so long as the implementer maintains its AWS self-verification status as valid.

7.3.1.2 Note: AWS will notify the implementer that its disclosure information and declaration have been uploaded to the website which will act as the implementer's authorization to use the select AWS assets.

7.3.1.3 Use of AWS claims will last for one (1) year from the date of posting. At such time, the site must either renew self-verification by updating the data (self-verify), pursue certification, or else cease to employ the select AWS assets.

7.3.2 Implementers that complete self-verification may only use either of the following two AWS claims:

7.3.2.1 Version 1b; and/or

7.3.2.2 Version 2b.

### **7.4 Certified Claims, Single Site**

7.4.1 When using AWS trademarks, different rules apply depending on the business activity and the purpose of the trademark use. At present, AWS only offers "off-product" claims meaning that AWS assets can be used on all communication outlets except on products themselves.

7.4.2 When the client receives a certificate (signifying conformity with the AWS Standard) from an AWS interim accredited CAB, the client may use AWS assets on all communication outlets – except on the product itself.

7.4.3 Upon certification, the CAB shall issue an authorization to the client to use AWS assets.

7.4.4 The authorization for use of AWS assets shall remain valid for the period of certificate validity.

7.4.4.1 Upon expiry of a certificate, the client's authorization to use AWS assets shall expire.

7.4.4.2 Upon suspension of a certificate (e.g. due to unresolved major non-conformities), the client's authorization to use AWS assets shall expire.

7.4.4.3 Upon termination of a certificate, the client's authorization to use AWS assets shall expire.

7.4.5 Certified clients may make either of the following two AWS claims:

7.4.5.1 Version 1c; and/or

7.4.5.2 Version 2c.

7.4.6 Additional guidance on the communication of AWS assets by certified single site operations is found in Appendix 2.

## **7.5 Certified Claims, Multi-Site and Group Operations**

7.5.1 AWS assets can be communicated by organizations that are certified under the AWS group requirements but must be approved by the central office (i.e., the AWS Group Representative) responsible for managing the group operation. The centralized use of AWS assets shall be managed by this central office and may include a network of local offices.

7.5.2 Multi-site organizations shall seek approval from AWS in writing at least thirty (30) days in advance of any proposed usage of AWS assets.

7.5.3 Additional guidance on the communication of AWS assets by certified multi-site and group operations is found in Appendix 2.

## **7.6 Corporate Claims**

7.6.1 Select AWS assets can be communicated by entities that own or control multiple sites with independent self-verification(s) and/or certification(s). Such entities may be private or public (e.g., corporations or public sector agencies) and must have at least one self-verified site or one certified site to be eligible to make use of the assets described below.

7.6.1.1 Note: Prior to the entities described in 7.6.1 using AWS assets, those entities shall seek approval from AWS in writing at least thirty (30) days in advance of any such proposed usage.

7.6.2 Access to AWS assets is contingent on type of assessment performed on the multi-site operation:

7.6.2.1 Entities with certification of multi-site operations are allowed to employ the full range of AWS assets permitted under certification communications (see Appendix 2).

- 7.6.2.2 Entities with self-verification of multi-site operations will only be permitted to use assets as listed in Appendix 2; and
- 7.6.2.3 Entities which have a mix of self-verified and certified sites must abide by the respective requirements listed in section 7.6.3 below.
- 7.6.3 Entities that own or control numerous AWS self-verified site are not entitled to use AWS claims 3b, 4a, or 5a, however, they may employ the following AWS claim:
  - 7.6.3.1 Version 3a.
- 7.6.4 In addition to using one or more AWS assets, entities with one or more certified sites are permitted to make claims related to the number and percentage of certified units through one or more of the following AWS claims:
  - 7.6.4.1 Version 3b;
  - 7.6.4.2 Version 4a; and/or
  - 7.6.4.3 Version 5a.
- 7.6.5 Lastly, if an entity has multiple sites certified to different AWS performance levels (i.e., Core, Gold or Platinum), then they must make a separate claim for each set of sites at a given level. If an entity wishes to combine sites into a single claim, they must use the lowest certified level for all sites. For example, if an entity has four sites certified out of a total of 8 – 2 core, 1 gold and 1 platinum, but wishes to combine them into one claim, the claim must speak either to only core certification or break it down by level. In other words, “Organization ABCD has 50% of its total number of production sites certified by a third party to the AWS global water stewardship standard. [www.allianceforwaterstewardship.org](http://www.allianceforwaterstewardship.org)”. Alternatively, they may employ one of the following claims:
  - 7.6.5.1 Version 4b; and/or
  - 7.6.5.2 Version 5b.
- 7.6.6 In all cases, the AWS certification logo should be directly visible in the same field of view as the claims (assets) mentioned above.
- 7.6.7 In no case is the use of the general AWS logo permitted unless agreed to by AWS.
- 7.6.8 For the avoidance of doubt, under no circumstance is the AWS certification logo permitted on product.

## **7.7 Fraud or Abuse of AWS Assets**

- 7.7.1 In cases where implementers or clients either engage in fraudulent representation of AWS assets and/or suggest, imply, indicate or claim AWS conformance, AWS will take action by requesting that the fraudulent representation be immediately rectified. AWS will send a

written notice to the senior management of the implementer or client as well as any appropriate contact people. AWS will also verbally contact the implementer or client and endeavour to contact the most appropriate individual(s) to give them notification as well.

- 7.7.2 Should the implementer or client not address the issue within five (5) business days following the contact initiated by AWS, AWS will send a further notification (in the manner noted above) that expulsion from the AWS system for a five (5) year period, as well as appropriate legal action, will be undertaken. The implementer or client will be given five (5) business days to respond to this secondary notification. If no response is granted, AWS will pursue actions as described above in a manner that best meets its needs.

## Appendix 1A. AWS Requirements for Qualifications of Lead AWS Auditors and Local AWS Auditors.

Subject Area	A. Degree, Training or Certification	B. Previous Experience	Requirement
<b>Lead AWS Auditor</b>			
Education	Degree in a relevant discipline (e.g., hydrology, environmental engineering, agriculture, forestry)	Five (5) or more years of experience in the industry sector to be audited	A or B
AWS Standard	AWS water stewardship training course; or AWS auditor training course	-	A
Auditing, General	ISO lead auditor training course	Three (3) or more years of experience (combined) serving as a lead auditor for: - environmental and social standards (e.g., RSPO, FSC); - ISO 14001; and/or - an equivalent standard; and	A and B
Auditing, AWS-Specific	AWS auditor training course	Team member in at least two (2) AWS conformity assessments or surveillance audits within the last five (5) years.	A and B
Water Balance Evaluation	Degree or equivalent in hydrology or civil engineering; or AWS training in water balance evaluation	-	A
CAB Internal Approval	Review, approval and assignment as lead AWS auditor by the AWS Program Manager of the CAB	-	A
<b>Local AWS Auditor</b>			
Communication & Stakeholder Facilitation Skills	Training in Social Impact Assessment, SA 8000, or an equivalent program or certification scheme	Three (3) or more years applying stakeholder interview and facilitation techniques	A or B
Language, culture and local water knowledge applicable to the catchment	Fluency in the local language and knowledge of the local culture	One (1) or more year living and working in the region where the catchment is located	A or B
AWS Standard	AWS water stewardship training course; or AWS auditor training course	-	A
CAB Internal Approval	Review, approval and assignment as local AWS auditor by the AWS Program Manager of the CAB	-	A

## Appendix 1B. AWS Requirements for Collective Expertise of the Audit Team.

Technical Subject Area	A. College or university degree program (or equivalent) in one of the following subject areas:	B. Work Experience, Training or Certification	Requirement
Water Resource Management (general background)	water resource management, business, economics, environmental science, or any one of the subject areas listed below	Five (5) or more years of work experience in water resource management relating to one or more of the outcomes of the AWS Standard	A and B
AWS Standard	-	AWS training course	B
Water Governance	-	Five (5) or more years of work experience with water governance (planning, regulation, policy, law, or permitting)	B
Water Balance	civil engineering, hydrology	AWS training in water balance evaluation	A and B
Environmental Impact Assessment	environmental science, civil engineering, ecology	Two (2) or more years of work experience with environmental impact assessments	A or B
Water, Sanitation and Hygiene	environmental science, civil engineering, water resources management, international development	One (1) or more year of work experience with WASH-related issues	A and B
Water Quality	environmental science, civil engineering, ecotoxicology, water resource management	Two (2) or more years of work experience with water quality analysis, monitoring, or modeling	A and B
Freshwater Ecology	environmental science, ecology, biology, limnology	Two (2) or more years of work experience in an environmental field involving aquatic studies	A and B
Laws and Regulations (applicable to the catchment)	-	One (1) or more year of experience working in the environmental sector in the country where the catchment is located	B
Language and culture applicable to the catchment	-	One (1) or more year living and working in the region where the catchment is located	B

## Appendix 2A: Guidelines for the Use of AWS Assets: Self-Verification and Certification

Type of Assessment	Self-Verification	Certification
Outcome	Declaration	Certificate
Period of Validity	Annual (1 year) Renewal possible each year for up to 2 years	Three years (subject to surveillance) Renewal possible upon re-assessment
Info Posted on AWS Website	Company Name Status (to indicate "Self-Verified") List of Applicable Sites Declaration Disclosure Information	Company Name Status (to indicate "Certified" with certification level) List of Applicable Sites Certificate Assessment Report
Access to AWS Claims	- <b>Version 1b:</b> This site has declared itself to meet the AWS's global standard for water stewardship. <a href="http://www.alliancefewaterstewardship.org">www.alliancefewaterstewardship.org</a>	- <b>Version 1c:</b> "This site is independently certified to the AWS's global standard for water stewardship. <a href="http://www.alliancefewaterstewardship.org">www.alliancefewaterstewardship.org</a> "
	- <b>Version 2b:</b> Site YYYYY [insert site name], through a self-assessment, meet's AWS's water stewardship standard thereby helping to manage its water resources and contribute to collective efforts within the catchment. <a href="http://www.alliancefewaterstewardship.org">www.alliancefewaterstewardship.org</a>	- <b>Version 2c:</b> "Site YYYYY [insert site name] has been independently certified to the AWS's standard and is both managing its water resources and contributing to efforts within the catchment. <a href="http://www.alliancefewaterstewardship.org">www.alliancefewaterstewardship.org</a> "
Access to additional AWS Assets	[none]	- "Alliance for Water Stewardship" - The initials "AWS" - "AWS Core Certified" / "AWS Gold Certified" / "AWS Platinum Certified" (as applicable) - The AWS logo in reports and media communications - The relevant AWS certification logo in business-to-business correspondence, sales materials, reports, media

## Appendix 2B: Guidelines for Use of AWS Assets: Group and Multi-Site Operations

	Self-Verification	Certification	
Type of Operation	Multi-Site Operation	Multi-Site Operation	Group Operation
<b>Outcome</b>	Declaration (covers multiple sites)	Certificate (covers multiple sites)	Certificate (covers members)
<b>Period of Validity</b>	Annual (1 year) Renewal possible yearly for up to 2 years	Three years (subject to surveillance) Renewal possible upon re-assessment	Three years (subject to surveillance) Renewal possible upon re-assessment
<b>Info Posted on AWS Website</b>	Company Name Status (to indicate “Self-Verified”) Declaration Disclosure Information	Company Name Status (to indicate “Certified” with certification level) Certificate Assessment Report	Company Name Status (to indicate “Certified” with certification level) Certificate Assessment Report
	List of Applicable Sites: (to indicate percentage of sites or percentage of water use)	List of Applicable Sites: (to indicate percentage of sites or percentage of water use)	List of Member Sites: (to indicate percentage of sites or percentage of water use)
<b>Access to AWS Claim</b>	- <b>Version 3a:</b> “XXXXX [insert company/public sector agency name]’s YYYY [insert site name] facility, through a self-assessment, has declared itself to meet the AWS’s global standard for water stewardship.	<ul style="list-style-type: none"> <li>- <b>Version 3b:</b> “XXXXX [insert company/public sector agency name]’s YYYY [insert site name] facility is 3rd party certified to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a>”</li> <li>- <b>Version 4a:</b> “XXXXX [insert company/public sector agency name] has X% of its total water use certified by a third party auditor to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a>”</li> <li>- <b>Version 5a:</b> “XXXXX [insert company/public sector agency name] has X% of its total number of production sites certified by a third party auditor to the AWS global water stewardship standard. <a href="http://www.alliancefowaterstewardship.org">www.alliancefowaterstewardship.org</a>”</li> </ul>	
<b>Additional Access to AWS Assets</b>	[none]	<ul style="list-style-type: none"> <li>- "Alliance for Water Stewardship"</li> <li>- The initials "AWS"</li> <li>- "AWS Core Certified" / "AWS Gold Certified" / "AWS Platinum Certified" (as applicable)</li> <li>- The AWS logo in reports and media communications</li> <li>- The relevant AWS certification logo in business-to-business correspondence, sales materials, reports, media</li> </ul>	
<b>Restrictions</b>	<ul style="list-style-type: none"> <li>- No use of the AWS logo nor the AWS certification logo is permitted</li> <li>- No on product labels use of AWS assets is permitted.</li> </ul>	<ul style="list-style-type: none"> <li>- No on product labels use of AWS assets is permitted.</li> </ul>	

## Appendix 2C: Conceptual AWS Certification Logos

Certification logos for Phase I will be published during the second half of 2015. The following examples are conceptual designs only.



## Appendix 3: AWS Objection Procedure

**NOTE:** The AWS Objection Procedure was adapted from the Objections Procedure of the Marine Stewardship Council (MSC). AWS would like to thank MSC for the permission to use this content.

### 1 Intent

1.1 The AWS Objection Procedure is intended to provide a robust dispute resolution mechanism and produce an outcome that all parties affected by certification would consider fair and impartial. There are two objectives of the procedure:

1.1.1 To provide an orderly, structured procedure in which parties' concerns about certification decisions can be transparently addressed and resolved, and

1.1.2 To provide for an independent review of CAB decisions to make sure that certification decisions are not arbitrary or unreasonable.

1.2 The AWS Objection Procedure is not intended to resolve disputes related to self-verification.

### 2 Object and Purpose

2.1 The purpose of the Objection Procedure is to provide an orderly, structured, transparent and independent process by which objections to the assessment report and certification decision of a CAB can be resolved.

2.2 It is not the purpose of the Objection Procedure to review the subject client against *The AWS International Standard for Water Stewardship*, but to determine whether the CAB made an error of procedure or of assessing conformity<sup>1</sup> that materially affected the outcome of its certification decision.

2.3 Subject to 3.1.3 the procedure is open only to parties involved in or consulted during the assessment process.

2.4 An Independent Adjudicator (IA) will examine the claims made by an objector in a notice of objection and will make a written finding as to whether the CAB made an error that materially affected the outcome of its certification decision. If any error is identified, and if there is adjudged to be a real possibility that the CAB may have come to a different conclusion, the Independent Adjudicator will remand the certification decision back to the CAB for reconsideration.

2.5 In the event that a notice of objection is filed, the certificate, if issued, shall be suspended and the client will not be able to use any AWS assets until the objection procedure has run its course in accordance with the procedures set out in this section and the Amended Assessment Report has been issued.

### 2.6 Independent Adjudicator

- 2.7 The AWS Board of Directors shall appoint an Independent Adjudicator to consider all objections to an Assessment Report or certification decision.
- 2.8 The Independent Adjudicator shall be appointed for a period of three years and may be reappointed.
- 2.9 The decision of the Board in appointing or reappointing the Independent Adjudicator shall be final.
- 2.10 The Independent Adjudicator shall perform all the functions allocated to him or her in accordance with AWS Certification Requirements.
- 2.11 An additional Adjudicator may be appointed at any time to act in cases where the Independent Adjudicator is unavailable to act for any reason, including a conflict of interest or unavailability.
- 2.12 The Independent Adjudicator may be removed by the AWS Board of Directors for good cause, including incompetence, bias or impropriety.
- 2.13 The Independent Adjudicator shall be independent of the AWS Secretariat, but the AWS Secretariat may provide him or her with appropriate administrative and logistic support, including sending and receiving notices and correspondence.

### **3 Notice of Objection**

- 3.1 A notice of objection to an Assessment Report or certification decision may be submitted by:
  - 3.1.1 The client(s);
  - 3.1.2 Any party to the assessment process that made written submissions to the CAB during the conformity assessment process or attended stakeholder meetings; and
  - 3.1.3 Any other party that can establish that the failure of the CAB to follow procedures prevented or substantially impaired the objecting party's participation in the conformity assessment process.
- 3.2 A notice of objection must be submitted no later than sixty (60) days after the date on which the Assessment Report and certification decision is posted on the AWS website.
- 3.3 A notice of objection must be submitted to the AWS Secretariat (AWS may prescribe the format for submissions at a future time). It shall be addressed to the Independent Adjudicator with a copy to the AWS Chief Executive Officer (CEO).
- 3.4 The notice of objection must set out clearly and precisely the basis upon which it is requesting the IA to remand the decision of the CAB to issue a certificate. This includes:
  - 3.4.1 Identifying the alleged errors in the assessment report and certification decision;

- 3.4.2 Explaining in sufficient detail why it is claimed that the alleged errors made a material difference to the outcome of the certification decision or the fairness of the assessment.
- 3.5 If it is asserted that the certification decision should be remanded for legitimate reasons the notice of objection must specify, in sufficient detail, the:
  - 3.5.1 Nature of the additional information that it is asserted should reasonably have been made available to the CAB; and
  - 3.5.2 Reasons why it is considered that the additional information, if considered, could have made a material difference to the outcome of the assessment.
- 3.6 Upon receipt of a notice of objection, the Independent Adjudicator shall proceed in the manner set out in section 4 below.

#### **4 Procedure on Receipt of a Notice of Objection**

- 4.1 If the Independent Adjudicator, in his or her discretion, determines that the notice of objection is not in the form required by these procedures or has no reasonable prospect of success, the Independent Adjudicator may either:
  - 4.1.1 Dismiss the objection, giving written reasons therefore; or
  - 4.1.2 Request further clarification from the objector.
- 4.2 For purposes of this Section, an objection has a “reasonable prospect of success” if, in the view of the Independent Adjudicator:
  - 4.2.1 It is not spurious or vexatious; and
  - 4.2.2 Some evidence is presented on the basis of which the Independent Adjudicator could reasonably expect to determine that one or more of the conditions set forth in 7.2 are satisfied.
- 4.3 In the event that the Independent Adjudicator decides to dismiss the objection, the objector may nonetheless submit a new or amended notice of objection within five business days of being so notified by the Independent Adjudicator. An objector shall have only one opportunity to submit such a new or amended notice of objection.
- 4.4 In the event that the Independent Adjudicator requests further clarification from the objector, the Independent Adjudicator shall notify the objector in writing of the clarification sought and the time limit for responding (which, in the absence of special circumstances to justify a longer time, should normally be not more than five business days). If the objector fails to respond within the time specified, it shall be assumed that the objector does not wish to proceed further and the Independent Adjudicator shall thereupon issue a notice in writing dismissing the objection.
- 4.5 If the Independent Adjudicator, in his or her discretion, determines that the new or amended notice of objection submitted does not disclose any of the grounds set out in 3.4,

is not in the form required by these procedures, has no reasonable prospect of success or is spurious or vexatious, the Independent Adjudicator shall dismiss the objection, giving written reasons therefore.

- 4.6 Where a notice of objection is accepted, the Independent Adjudicator shall promptly notify the CAB, the client(s) and any other objectors, of the objection. The AWS Secretariat shall also cause a copy of the notice of objection to be posted on the AWS website. The date upon which the notice of objection is posted on the website shall be the “date of publication”.
- 4.7 The client(s) or any stakeholder that participated in the conformity assessment process (other than the objector(s)), may, within thirty (30) days of the date of publication, submit written representations on the matters raised in the notice of objection. All such written representations shall be submitted through the Independent Adjudicator and shall be posted on the AWS website.

## **5 Reconsideration by the CAB**

- 5.1 Where a notice of objection has been accepted, the CAB shall be required to reconsider its Assessment Report and certification decision in light of the matters raised in the notice of objection. The CAB shall, within twenty days of the date of publication, provide a written response to the notice of objection.
- 5.2 The response shall provide appropriate information indicating the extent to which the matters set forth in the notice of objection were considered in the conformity assessment and the impact thereof on the certification decision.
- 5.3 In formulating its response, the CAB shall also take into account any written representations received in accordance with 4.7 with particular attention paid to the written representations submitted on behalf of stakeholders that participated in the conformity assessment process.
- 5.4 The CAB shall also indicate and give reasons for any proposed changes to its assessment report and certification decision in the light of the reconsideration.
- 5.5 The response of the CAB shall be made available to all interested parties, including the objector(s), the client(s) and the AWS Secretariat.
- 5.6 Upon receipt of the response by the CAB, the Independent Adjudicator shall consult with the objector(s), the client(s) and the CAB in order to determine whether the response of the CAB, including any proposed changes to the Assessment Report and certification decision, adequately addresses the issues raised in the notice of objection.
- 5.7 The Independent Adjudicator shall strive to conclude such consultations within a period of ten (10) days but may if necessary, at his or her discretion after consultation with the parties, extend such period if it appears that there is a real and imminent prospect of reaching a solution that is acceptable to all relevant parties.
- 5.8 In the event that the issues raised in the notice of objection can be resolved through consultations, the CAB, in consultation with the Independent Adjudicator, shall make such changes and revisions to the Assessment Report and certification decision as may be agreed

and shall proceed to prepare an Amended Assessment Report. No further appeal or objection shall be permitted.

- 5.9 In the event that some or all of the issues raised in the notice of objection cannot be resolved through consultations, the Independent Adjudicator shall notify all parties that the adjudication phase will commence immediately in accordance with section 6.

## **6 Adjudication**

- 6.1 Subject to Section 9 (Costs), the Independent Adjudicator shall, within thirty (30) days of the date upon the parties were notified of the intention to proceed to adjudication, convene an oral hearing of the objection, unless the parties to the objection agree otherwise.
- 6.2 The oral hearing is intended to provide an opportunity for the CAB, the objector(s) and the client(s) (if not the objecting party) to present their respective cases in person, including by video or teleconference.
- 6.3 The Independent Adjudicator shall conduct the hearing in accordance with the provisions of this section but may also promulgate additional rules of procedure, including time limits on oral presentations and rules as to representation. The Independent Adjudicator shall normally aim to complete the hearing during one session, but may, where necessary, adjourn to continue the hearing using electronic communications or other means.
- 6.4 The client(s), the objector(s), and the CAB may submit additional or supplementary written representations on the matters raised in the notice of objection or in the written representations submitted by other parties under 4.7. All such written representations shall be submitted through the Independent Adjudicator and must be received not later than five (5) business days before the date set for hearing.
- 6.5 The Independent Adjudicator shall evaluate objections solely on the basis of:
- 6.5.1 The record, which shall include and be limited to:
    - 6.5.1.1 The Assessment Report of the CAB and the record on which the assessment report was based, including written submissions and reports provided to the CAB during the assessment process, the written record of oral, written or documentary evidence submitted in the assessment process, as well as any other evidence referenced or cited in the Assessment Report;
    - 6.5.1.2 The notice of objection;
    - 6.5.1.3 Any written representations submitted pursuant to 4.7;
    - 6.5.1.4 Any representations made by any party at an oral hearing pursuant to these procedures; and,
    - 6.5.1.5 Other clarifications required by the Independent Adjudicator.

- 6.5.2 Any additional information, not forming part of the record, that is relevant to matters accepted in the notice of objection and the circumstances at the date of the conformity assessment of the site that:
  - 6.5.2.1 Was known or should reasonably have been known to any party to the assessment process, and
  - 6.5.2.2 Should reasonably have been made available to the CAB during the assessment process, and
  - 6.5.2.3 If considered, could have made a material difference to the outcome of the assessment;
- 6.5.3 The AWS International Standard for Water Stewardship together with AWS Guidance; and
- 6.5.4 The AWS Certification Requirements current at the time of the assessment in question, together with Guidance and amendments thereof made by the AWS Technical Advisory Committee and the Board of Directors, any related interpretations to these documents whether or not of mandatory effect with regard to CAB conformity made by AWS and relevant Accreditation Bodies.
- 6.6 The Independent Adjudicator may not consider issues not raised in the notice of objection, even if the Independent Adjudicator is of the view that a particular issue should have been raised. In no case shall the Independent Adjudicator substitute his or her own views or findings of fact for those of the CAB.
- 6.7 The Independent Adjudicator may solicit external advice on technical matters from, and for this purpose may sit with and receive technical advice from, qualified experts. Such technical experts shall not take part in decision-making. Any written reports or advice tendered by the technical experts shall be attached to the Independent Adjudicator's written decision.
- 6.8 The experts selected by the Independent Adjudicator to provide advice in relation to any particular objection shall not be involved in any activity that constitutes a conflict of interest. Such conflicts include, but are not limited to, the following criteria:
  - 6.8.1 Experts shall not be members of the AWS Board of Directors, AWS Technical Advisory Committee, or AWS Secretariat;
  - 6.8.2 Experts shall not have commercial involvement with the CAB, the subject client or the objector(s);
  - 6.8.3 Experts shall not be involved in management, or lobbying for or against the client or be involved with an organisation that has indicated its opposition to the certification of the client under objection;
  - 6.8.4 Experts shall not have been involved in any part of the current assessment process for the client under objection.

- 6.9 In order to facilitate the Objection Procedure, the AWS Secretariat may maintain a public register of suitably qualified persons willing and available to act as independent experts. Experts may, however, be selected who are not on the register.
- 6.10 In the event that, in relation to any particular objection, there is a conflict of interest involving the Independent Adjudicator, he or she shall excuse him or herself from further participation in that particular objection. The Chair of the AWS Board of Directors shall appoint another suitably qualified candidate to act as Independent Adjudicator ad hoc for that particular objection. In the event of any difference of opinion between the Independent Adjudicator and any party to the objection as to whether a conflict of interest exists, the decision of the AWS Board of Directors on the matter shall be final.
- 6.11 At any stage of the objection process, any party to an objection may, by notification in writing, call the attention of the Independent Adjudicator to an alleged error of fact, procedural error or unfairness on his or her part with respect to the objection process and the Independent Adjudicator shall respond as soon practicable.

## **7 Powers of the Independent Adjudicator**

- 7.1 The Independent Adjudicator shall issue a decision in writing either:
- 7.1.1 Confirming the certification decision by the CAB; or
  - 7.1.2 Remanding the certification decision to the CAB.
- 7.2 The Independent Adjudicator shall remand the certification decision to the CAB if he or she determines either:
- 7.2.1 There was a serious procedural or other irregularity in the conformity assessment process that made a material difference to the fairness of the assessment; or
  - 7.2.2 The conclusion given by the CAB in relation to conformity with the AWS Standard of one or more indicator cannot be justified, and the effect of the conclusion in relation to one or more of the particular indicators in question was material to the outcome of the certification decision, because either:
    - 7.2.2.1 The CAB made a mistake as to a material fact.
    - 7.2.2.2 The CAB failed to consider material information put forward in the assessment process by the client or a stakeholder.
    - 7.2.2.3 The conclusion as to conformity was arbitrary or unreasonable in the sense that no reasonable CAB could have reached such a conclusion based on the evidence available to it.
  - 7.2.3 The acceptance of corrective action plan(s) by the CAB in relation to one or more of the indicators cannot be justified because the proposed actions fundamentally cannot ensure conformity with the AWS Standard.

7.3 It is necessary to remand the certification decision in order to enable the CAB to consider additional information described in 6.5.2 and described in the notice of objection. In such a case, the remand shall be limited to a request to the CAB to consider the impact of the additional information on its original decision and to provide a response in accordance with 8.2.

## **8 Remand**

8.1 In the event that a certification decision is remanded, the Independent Adjudicator shall state, in writing, the grounds upon which the objection has been remanded, the specific matters that the CAB must consider in the remand and the relationship of these matters to one or more of the indicators of The AWS International Standard for Water Stewardship or AWS Certification Requirements. Copies of the remand shall be sent to the AWS CEO, the client(s) and the objecting party.

8.2 Within ten (10) days after receipt of the remand instructions, unless the Independent Adjudicator has granted the CAB a specific amount of additional time, the CAB shall respond in writing to the matters specified in the remand, with copies sent to the AWS CEO, the client(s) and the objecting party. The response of the CAB either:

8.2.1 Shall include a statement of “no change” in relation to the assessment of conformity with the indicator(s).

8.2.2 Shall indicate any proposed changes to the rationale for concluding that the site is in conformity with the indicator(s) or indicate a change in the conclusion about the site’s conformity in relation to any of the indicators.

8.2.3 And shall give reasons for its decision under either of the first two bullet points above.

8.3 Any party to the objection may make written submissions on the matters specified in the remand or on the response thereto by the CAB. Such submissions must be received by the Independent Adjudicator no later than ten (10) business days following the response by the CAB.

8.4 The Independent Adjudicator shall, within ten (10) business days of the response by the CAB, either:

8.4.1 Accept the response as adequate to meet the matters raised in the remand and confirm the original or amended certification decision, as the case may be, by the CAB.

8.4.2 After reviewing the response of the CAB, determine that the objection shall be upheld on one or more of the grounds specified in 7.2.

8.5 If the CAB does not respond to the remand within the time limits specified above, the Independent Adjudicator shall proceed to accept or review (as noted above) as if the CAB had made a “no change” response to the remand.

- 8.6 The Independent Adjudicator shall include in the final decision a summary of conclusions from previous decisions, in order to provide a complete record of issues, including for example issues that are rejected, dismissed or closed prior to the final decision.
- 8.7 A decision by the Independent Adjudicator under 8.4 is final. No additional objections may be lodged under these procedures in respect of such decision. The certification decision of the CAB shall be made with reference to the decision of the Independent Adjudicator and assessed for adequacy by the Independent Adjudicator as per 8.9.
- 8.8 In the event that the Independent Adjudicator confirms the amended certification decision, the CAB shall make such amendments to its Assessment Report and certification decision as may be necessary in the light of the findings of the Independent Adjudicator and shall proceed to issue an Amended Assessment Report which shall be assessed for adequacy by the Independent Adjudicator as per 8.9.
- 8.9 The Independent Adjudicator shall determine whether the amendments to the Amended Assessment Report and the certification decision presented therein adequately address the findings of the Independent Adjudicator by assessing whether the amendments are adequately supported with rationale and therefore reasonable.
- 8.9.1 If the Independent Adjudicator determines that the amendments adequately address the findings of the Independent Adjudicator, AWS shall publish the amended Assessment Report.
- 8.9.2 If the Independent Adjudicator determines that the amendments do not adequately address the findings of the Independent Adjudicator, the amended Assessment Report shall not be published and the Independent Adjudicator shall remand the Assessment Report back to the CAB for further amendments to be made and then to be considered by the Independent Adjudicator as per 8.9.
- 8.10 Nothing in these procedures shall prevent any party to a conformity assessment from submitting a complaint relating to the CAB to relevant Accreditation Bodies or AWS in accordance with the procedures of the Accreditation Body or AWS. No such appeal to relevant Accreditation Bodies or AWS shall affect the outcome under this Objection Procedure.

## **9 Objection Procedure Costs**

- 9.1 The costs of the adjudication process, up to a maximum level established from time to time by the AWS Board<sup>3</sup>, shall be borne by the objector or, if there is more than one objector, the objectors in equal shares.
- 9.2 In exceptional circumstances, the Independent Adjudicator may decide to waive the costs in respect of an objector in whole or in part in accordance with terms set out below.
- 9.3 The AWS Secretariat shall provide information relating to the costs agreement and waiver application to the objector(s) at the earliest opportunity after the acceptance of the notice

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<sup>3</sup> Initially set at \$7,500 USD

of objection and in any case no later than five (5) days from when the notice of objection is accepted as per 4.6.

- 9.4 Notwithstanding the provisions of section 6, an objection shall not proceed to adjudication unless, within ten (10) business days after the date on which the Independent Adjudicator notifies the parties that the adjudication phase will commence, the objector(s) have either:
  - 9.4.1 Signed a costs agreement with the AWS Secretariat; or
  - 9.4.2 Obtained a waiver from the Independent Adjudicator in accordance with 9.6.
- 9.5 An application for a waiver shall be made in writing to the Independent Adjudicator by a duly authorized representative of the objector within fifteen (15) business days from when the notice of objection is accepted per 10.1.4. Such an application should provide the justification as to why a waiver is sought and must be accompanied by appropriate evidence to demonstrate exceptional circumstances, including, where available, the objector's most recent audited financial report.
- 9.6 The Independent Adjudicator shall decide within five (5) business days, to refuse the application or to waive the whole or part of the costs that would otherwise be attributed to the objector. A waiver shall only be granted if the Independent Adjudicator is satisfied that there are exceptional circumstances justifying such a waiver. The onus is on the objector to demonstrate that there are such exceptional circumstances. In determining whether there are exceptional circumstances, the Independent Adjudicator shall take into account:
  - 9.6.1 Any evidence relating to the financial ability of the objector to meet the costs of the adjudication process.
  - 9.6.2 The impact on the objector's other activities of paying the costs of the adjudication process.
  - 9.6.3 The ability of the objector to raise funds from external sources, including support from other participants in the assessment process, for the purposes of meeting the costs of the adjudication process.
- 9.7 Where the application is refused or where a partial waiver is granted, the objector must sign a costs agreement with the AWS Secretariat in order for the objection to proceed further.
- 9.8 In the event that, ten (10) business days after the date on which the Independent Adjudicator notified the parties that the adjudication phase will commence, any objector has not either signed a costs agreement with the AWS Secretariat or obtained a waiver from the Independent Adjudicator in accordance with 10.1.9, the objection in respect of that objector shall be considered to have been dismissed.
- 9.9 If there is more than one objector, the Independent Adjudicator shall nonetheless go on to consider the notice of objection submitted by those objectors that have either signed a costs agreement with the AWS Secretariat or obtained a waiver from the Independent Adjudicator in accordance with 10.1.9.

- 9.10 If the Independent Adjudicator fails to decide the waiver issue within the time specified by 9.6, and such failure is attributable solely to the Independent Adjudicator, the time deadline specified in the first sentence of this subsection shall be extended for such limited period as the AWS CEO considers appropriate under the circumstances
- 9.11 Nothing in this section shall prevent reconsideration by the CAB and consultations pursuant to section 5.

## **10 General Provisions Relating to the Objection Process**

- 10.1 Where these procedures require that any notice or document is to be submitted to the Independent Adjudicator or to the AWS CEO within, or before, a specified time limit, the following provisions shall be applied in order to determine whether the notice or document was served in time:
- 10.1.1 Service shall be effective if made by hand, or by facsimile or by the provision of the information in an electronic document containing a digital signature.
- 10.1.2 Service by hand shall be effective when made. Delivery by facsimile shall be effective when the "transmit confirmation report" confirming the transmission to the recipient's published facsimile number is received by the transmitter. An electronic document is presumed to be received by the addressee when it enters an information system designated or used by the addressee for the purpose of receiving documents of the type sent and it is capable of being retrieved and processed by the addressee.
- 10.2 The working language of AWS is English. Documents shall be submitted in English, or with an accompanying full English translation at the cost of the submitting party.
- 10.3 Any references to time shall, unless it is otherwise specifically stated, be held to be Greenwich Mean Time (GMT).
- 10.4 A document served after 5 p.m. or at any time on a Saturday, Sunday or a United Kingdom Bank Holiday, will be treated as being served on the next business day.
- 10.5 Where the time limits prescribed in these procedures do not account for statutory holidays in countries where involved stakeholders reside, the Independent Adjudicator may allow an extension of time limits so as to give effect to the intent of these procedures; that all parties have the nominated number of days within which to respond.
- 10.6 For the avoidance of any doubt, every notice or document issued, or posted on the AWS website, by the Independent Adjudicator or the AWS Secretariat, shall bear the date upon which it was so issued or posted and shall also specify the date upon which any subsequent notice, response, submission or document is required to be submitted in accordance with these procedures. Notwithstanding any other provision of these procedures, and regardless of whether a particular document is posted on the AWS website or not, any documentation submitted by any party to an objection, except for documentation relating to costs under 9.6, shall be available to any other party.

## **11 Final Documentation of an Objection on the AWS Website**

- 11.1 In the final decision, the Independent Adjudicator shall include a summary record of each objection issue, including information on whether the issue was considered in the adjudication and the final decision.
- 11.2 The CAB shall include this summary in the Amended Assessment Report and indicate the changes that have been made to the original Assessment Report in response to the determination.