

Scheme Rules (RJC Scheme)

1. INTRODUCTION

- 1.1. These Scheme Rules have been written in accordance with the requirements related to third party auditing and the requirements of any Accreditation Body that Triangulate has relationships with.
- 1.2. The Scheme Rules have been designed to define the roles and responsibilities of Triangulate (Worldwide) Limited, hereinafter referred to as "Triangulate" and are an integral part of the certification system and form part of the certification agreement as required by ISO 17026:2012 as well the Responsible Jewellery Council Requirements for Certification Bodies & Auditors (Version 1.0).
- 1.3. Triangulate provides independent third-party assessment and certification services for organisations who have implemented Social Auditing requirements against standards including RJC.

2. SCOPE

- 2.1. The Scheme Rules are a controlled document and outline the processes and procedures involved in Assessment and Certification.
- 2.2. Triangulate provides auditing and certification services for the following RJC Standards:
 - a) Code of Practices (2024)
 - b) Chain of Custody (2024)
 - c) Laboratory Grown Materials (2025)

3. IMPARTIALITY

3.1. Conflict of Interest

- a) Triangulate shall **not** provide social auditing consultancy which includes preparation or production of manuals or procedures, or give specific advice, instructions or solutions towards the development, structure and implementation of Social Auditing certification.
- b) Triangulate shall **not** allocate any Auditor to an Audit should that Auditor have conducted any Consultancy Services, regardless of the timeline of when the Consultancy was carried out.
- c) Triangulate shall **not** certify a Social Auditing certification on which it provides any Consultancy.
- d) Triangulate shall **not** certify another Certification Body for Social Auditing certification.
- e) Triangulate shall **not** certify a client when a relationship with a Social Auditing consultant and/or consultancy poses an unacceptable threat to impartiality.
- f) Triangulate shall **not** provide an internal Audit service to any Applicant or Certified clients for Social Auditing certification.
- g) Triangulate shall **not** outsource any audits to a Social Auditing certification company involved in Social Auditing.
- h) Triangulate shall **not** have within any marketing materials any linkage to Social Auditing certification consultants, consultancies or make any recommendations on a choice on selection.

3.2. Anti-Bribery & Corruption

- a) Triangulate operate a zero tolerance towards bribery & corruption. All Triangulate Auditors shall not use the facility resources such as transport, unless there are security issues or any meals or other items that could be construed as a bribe. Any issue relating to Bribery & Corruption should be reported to the Triangulate Quality Manager.
- b) Prior to any audit taking place Triangulate shall send the CV/Profile to the Client for review and approval. The client is within their right to reject an auditor should there be a valid reason.

4. CONFIDENTIALITY

- a) Triangulate agrees not to disclose any information relating to the client's business or affairs except information, which is in their possession before the date of acceptance of the quotation and/or is in the public domain.
- b) Where information is required to be disclosed to a third party either by law or as required under maintenance of certification by an Accreditation Body, the client shall be informed of the information as required by law.
- c) For certification all information contained on issued certificates can be verified using the certification decision number shown on the certificate. Please contact Triangulate at the following emails address: enquiry@triangulate-worldwide.com for reasons of Certification verification.
- d) All personnel involved in certification activities shall sign a Code of Conduct and Confidentiality Agreement prior to engagement. Records shall be maintained by Triangulate.

5. GENERAL CONDITIONS

- a) These are the general conditions that cover certifications. All applicants agree to these conditions via signing the Triangulate Certification Agreement, the terms of which are within the Quotation(s). All information deemed necessary by Triangulate to be provided during the Application Process to be provided as required.
- b) Triangulate shall ensure that a legally enforceable certification agreement is established with each client for the provision of certification activities. The agreement shall define the respective responsibilities of Triangulate and the client in relation to certification requirements.
- c) **Public Information and Client Obligations**
 - i) Triangulate shall make publicly available all relevant information related to the certification scheme(s), including certification requirements, evaluation procedures, and rules for granting, maintaining, extending, reducing, suspending, withdrawing, or refusing certification.
 - ii) Triangulate shall also make available general information on applicable fees and financial arrangements.
 - iii) Applicants and certified clients shall comply with all requirements defined by Triangulate, including conditions related to the use of Triangulate's name, certification mark, and references to certification status. Misuse or misleading use may result in suspension or withdrawal of certification.
 - iv) Triangulate shall maintain and communicate procedures for handling complaints and appeals, which shall be accessible to all applicants and certified clients.
 - v) All detailed requirements are defined in these Scheme Rules (FM04) and associated documents, which form a legally enforceable arrangement between Triangulate and its clients.
- d) Should Triangulate not be able to provide a quotation, the Applicant shall be written to and advised as to the reasons why.
- e) When effective corrective action has been taken within the Triangulate specified timeline, then Triangulate shall review the information and/or conduct an on-site visit to verify the effectiveness. If the applicant fails to take effective corrective action within the Triangulate specified timeline, then the initial non-conformity shall be escalated.
- f) Identification of conformity and non-conformity shall only apply to the site(s) audited and within the scope of Certification as detailed within the Certificate(s).
- g) All fees shall be paid to Triangulate as per the individual quotation(s). Triangulate shall not issue any certificates unless the initial assessment or re-assessment fees have been paid in full. For the annual fees if they are not settled within the timeline as stated within the quotation(s) then suspension of certification(s) may take place.
- h) For the Certified organisation, in order to demonstrate effectiveness, there shall be at least one full round of internal audits and a management review undertaken no less than once every 12 months.
- i) The Certified organisation shall allow Triangulate access to the facility to conduct on-going Surveillance at the frequency stated within the Quotation(s), and at least no greater than once per year. For the first Surveillance audit conducted after a Stage 2 initial assessment or Re-assessment shall be carried out within 12 months of the last day of the Audit.
- j) When it is required for an organisation to return all Certificates to Triangulate and they are not received, then this may result in legal action.
- k) Under rules on Accreditation under ISO 17065, it is required that Triangulate retain the authority for, decisions relating to Accredited Certification, which includes the granting, maintaining, renewing, extending, reducing, suspending and withdrawing of Certification.
- l) Should the contact person at the Certified organisation change then Triangulate shall be notified in writing within a reasonable timeline.

6. INITIAL ASSESSMENT

6.1. Application for Initial Assessment

- a) On receipt of a completed Application for Quotation Form for RJC, Triangulate shall conduct a preliminary review of the information and should there be sufficient information to provide a Quotation then it shall be sent to the Applicant. If there are missing information or queries, then Triangulate shall contact the Applicant
- b) Triangulate shall respond within five working days of initial contact. For initial certification, Triangulate shall obtain and document all mandatory and supplementary information required for certification. For other audit types, such information shall be newly obtained or updated, as applicable. Information may be collected using forms or equivalent tools and may be gathered either in conjunction with or independent of the certification agreement.
- c) Triangulate has established and implemented documented procedures for obtaining, reviewing, and recording all mandatory and supplementary member information at the application stage.
- d) Triangulate shall review mandatory and supplementary member information to ensure adequate understanding of the member's business and to confirm audit scope, feasibility, and competence during the application stage.

6.2. Quotations & Certification Agreements

- a) Triangulate shall formally document its decision to accept or decline certification, including justification based on its competence, capability, and resources to perform the certification activities.
- b) Prior to any Audit arrangement being made the Quotation is required to be signed and sent to Triangulate. Signatures can be original or in a digital format in a pdf.
- c) Where Triangulate lacks the required competence or capability, the application is declined and the member is informed within 15 working days of receipt.
- d) Based on the application review, Triangulate shall determine the required competences for the audit team, technical review, and certification decision
- e) Triangulate shall ensure awareness of the intent and practical application of all applicable regulations, standards, policies, contracts, procedures, specifications, and guidelines, and shall identify whether an applicant is a rejoining RJC member by reviewing the RJC Auditor Portal and liaising with the RJC, where applicable.
- f) For companies rejoining the RJC within a two-year stand-down period, Triangulate shall conduct audits in accordance with RJC requirements, submit audit reports and certification decisions to the RJC as applicable, and issue certification aligned with RJC membership approval dates. For companies rejoining after a two-year stand-down period, Triangulate shall conduct the required audit within six months of rejoining and ensure certification is achieved within twelve months, in line with RJC rules.

6.3. Certification Scope:

- a) Triangulate shall verify the accuracy of the certification scope by confirming alignment between the RJC-approved membership scope and the proposed certification scope, with no exclusions permitted from the certification scope. Verification shall be based on information available in the RJC Auditor Portal and member-provided documentation.
- b) Triangulate shall verify the COC certification scope, including contributing entities, COC materials, eligible declarations, and outsourced contractors.
- c) Triangulate shall grant COC certification only to COP-certified members or through combined COP/COC audits.
- d) Triangulate shall consider all relevant owned or controlled entities, facilities, outsourced contractors, and COC material types when verifying the proposed COC certification scope.
- e) Based on application review, Triangulate shall verify, define, and document the certification scope, confirm alignment with the RJC membership scope via the Auditor Portal, and communicate any differences to the RJC and the member within five working days. The certification scope shall be reviewed and updated if new information arises and shall be used to define the audit scope and be included in the audit report and Triangulate certificate.
- f) Based on member information and any changes to certification requirements, approval criteria, or legal obligations, Triangulate shall establish an audit programme for the full certification cycle to ensure that audit activities adequately demonstrate conformity with the selected RJC standard(s).
- g) Triangulate shall determine and adjust the audit programme based on the size, scope, complexity, and effectiveness of the member's management system, products, and processes, as well as previous audit results. In developing or revising the audit programme and audit scope, Triangulate shall consider complaints, stakeholder concerns, combined or integrated audits, changes to certification or legal requirements, changes to approval criteria, organisational performance data, and any RJC-recognised certifications.
- h) Where RJC-recognised external certifications are available, Triangulate auditors may use such certifications as baseline evidence to support verification of conformity, without requiring full additional self-assessment or independent review, or with limited additional verification, where appropriate. Notwithstanding the above, Triangulate auditors shall retain the right to apply a risk-based approach and conduct further investigation of any provision during the audit were deemed necessary.
- i) Triangulate shall ensure the initial certification audit programme includes a documentary review, an on-site audit, and one mandatory surveillance audit between 12 and 18 months from the certificate start date, with timely scheduling of all audits.
- j) Triangulate shall verify member conformity against RJC standards using the defined audit types and frequencies. All audits shall include a follow-up stage to verify implementation of corrections or corrective actions for critical breaches or major nonconformities. Special audits may be stand-alone or included in scheduled audits, and any audit may assess identified risks with prior notification from the RJC management team.
- k) Triangulate shall determine audit time based on the RJC standard requirements, complexity of the member's systems, processes, and activities, technological and regulatory context, outsourcing, prior audit results, size and location of entities/facilities, risks, and whether audits are combined or integrated. Factors that increase or decrease audit time, including supply chain complexity, contractor involvement, scope changes, member preparation, and existing certifications, shall also be considered.
- l) Triangulate shall allocate sufficient audit time to each entity or facility based on the nature of operations and geographic or activity risks, giving more time to high-risk operations such as factories, mining activities, or due diligence offices, and less time to lower-risk sites such as retail or receiving offices.

- m) Triangulate shall use general audit time guidelines for initial certification against RJC standards and document any deviations from these ranges, ensuring audit duration is normally no less than 80% of the guide, subject to verified RJC-recognised certifications.
- n) Triangulate shall allocate audit time as approximately 30% for planning and preparation, 50% for the audit, and 20% for post-audit follow-up and reporting, with adjustments for smaller members. Travel time, and time spent by translators, interpreters, observers, or auditors-in-training, is excluded from audit duration, though additional time may be needed when using translators or interpreters.
- o) Triangulate shall determine the audit scope based on available information and defined steps, clearly describing the extent and boundaries of the audit, including entities/facilities, organisational units, activities, and processes to be assessed against applicable RJC requirements.
- p) Triangulate shall ensure the audit scope covers entities, facilities, and business activities within the member's RJC certification scope. For multi-site members, the central office shall be audited before other entities/facilities. Exclusions due to geopolitical or other unavoidable reasons shall be assessed, documented, and reflected in the certification records.
- q) Triangulate shall ensure audit teams are fully briefed before audits, and any materials or processes outside the member's RJC certification scope are excluded from the audit (e.g., watch batteries).
- r) Triangulate shall ensure that for COP/LGMS audits, not all entities/facilities within a member's certification scope need to be visited. A representative selection shall be audited as per multi-site procedures. Where eligible, audits may be conducted fully or partially remotely, following defined criteria.
- s) Triangulate shall ensure that for COC certification audits, all entities/facilities within the member's certification scope are included. For COC surveillance audits of eligible multi-site members, sampling may be applied as per Table 6. Member-owned warehousing, logistics, and transport are treated as services, subject to risk assessment, and excluded from the COC audit scope. Fully remote audits are not permitted for COC certification audits,
- t) Triangulate shall ensure multi-site members, those with a central office overseeing multiple linked entities/facilities are audited across all sites over the three-year cycle. A written justification shall be provided for any site not audited by Triangulate.

6.4. Outsourced Contractors (CoC)

- a) Triangulate addresses high-risk outsourced contractors through documented procedure OP08 and the Scheme Rules. All contractors whose activities can change the physical properties of COC materials or products are audited to verify that the member has conducted proper risk assessments, on-site visits, and mitigation actions,
- b) Triangulate shall audit medium-risk outsourced contractors using a recognised sampling methodology to assess the member's overall due diligence programme. Medium-risk contractors are defined as those whose activities add to or modify the physical properties of COC materials or products, such as plating, stone setting, or similar processes. Audits for medium-risk contractors may be conducted remotely, while ensuring compliance with RJC standards
- c) Triangulate shall ensure the Low-risk outsourced contractors are verified to ensure correct risk classification. These contractors do not alter COC materials, supporting accurate member due diligence and compliance with RJC standards.
- d) Triangulate shall verify low-risk outsourced contractors, defined as those whose activities do not alter the physical properties of COC materials (e.g., polishing, engraving, hallmarking). An audit may be conducted if:
 - i. the contractor has not been assessed in the past 18 months.
 - ii. discrepancies are found in materials received from the contractor.
 - iii. there is any other justified reason to review the contractor's processes or conformity with relevant COC provisions.
 - iv. audits are carried out in line with Triangulate's documented procedures and RJC standards.
- e) RJC requires that when an outsourced contractor performs multiple activities with different risk levels, the contractor's overall risk classification is assigned as the highest risk. If the auditor identifies a misclassification, Triangulate procedures to reassess the member's classification process. This may include a deeper review of the member's due diligence and auditing a larger sample of contractors to ensure compliance.
- f) RJC considers member retail, distribution, and logistics entities as low-risk outsourced contractors or service providers. Members are responsible for conducting risk assessments and managing these entities. Auditors shall verify the effectiveness of the member's processes in managing these low-risk service providers.
- g) RJC considers, Audits of each outsourced contractor shall not exceed 0.5 days, unless justified due to complexity, multiple locations, or large processing volumes. Triangulate auditors shall document the rationale for extended audit time. Remote assessments may be used where effective, to reduce travel time and costs, in line with Triangulate procedure on on-site vs. remote audit methodology.
- h) Triangulate considers, Total time spent auditing outsourced contractors shall normally not exceed the total time allocated to the remainder of the COC audit (including planning, on-site, off-site, and reporting). Additional time may be allocated if justified by the number of contractors, activity risks, or geographic distribution.
- i) Triangulate considers, for outsourced contractors used by multiple RJC members, a recent (≤12 months) audit report conducted by an RJC auditor demonstrating full conformity can be accepted as evidence, substituting the need for an additional on-site audit.

- j) The audit shall verify the member's risk assessment and on-site compliance of outsourced contractors with the relevant COC provisions. If an auditor identifies a critical issue (e.g., child labour, human rights violations, or major due diligence failings), the auditor shall notify the contractor and the member without putting individuals at risk, whilst notifying the RJC.

6.5. Pre-Certification Activities

- a) The RCJ Member, by accepting the certification contract and Scheme Rules, agrees to permit the presence of observers during audit activities where required. Triangulate shall inform the Member in advance and provide justification for their presence. All observers shall maintain confidentiality and shall not influence or interfere with the audit process or certification decision.
- b) For remote audits, a facilitator may be used for activities such as interviews or site tours, provided an RJC-approved Lead Auditor remains remotely in control. The facilitator shall not influence findings.

7. AUDIT PROCESS

Every initial assessment is conducted in a two-part approach (Documentary Review and On-Site Audit). The objectives of the Documentary Review are to assess readiness for the On-Site Audit.

7.1. Pre-Certification Activities (Documentary Review):

Triangulate shall conduct an off-site documentary review, either remotely or on-site, prior to the initial certification audit by using the EJC Self-Assessment Questionnaire (SAQ). Both the Documentary Review and the certification audit must be completed within six (6) months of each other.

7.2 The RJC Member, by accepting the Certification Contract and Scheme Rules, agrees to:

- a) Permit the presence of observers during audit activities where required. Triangulate shall inform the RJC Member in advance and justify their presence. Observers shall maintain confidentiality and shall not influence or interfere with the audit process or certification decision.
- b) Submit a completed or updated RJC Self-Assessment Workbook (or equivalent covering all applicable provisions), including any provenance claims, at application stage or no later than one month prior to the audit. The RJC Self-Assessment workbook shall not be older than six months and shall be reviewed prior to the audit.
- c) Following the Documentary Review, Triangulate shall confirm or revise the certification scope, assess readiness for audit, and identify any areas of concern.
- d) The RJC Member shall ensure that:
 - i. all claims regarding certification are consistent with the approved certification scope and do not misrepresent the certification status.
 - ii. all use of certification marks, logos, and related product information complies with applicable RJC requirements and any conditions prescribed within the certification scheme.
 - iii. records are maintained of all complaints relating to compliance with certification requirements and are made available to Triangulate upon request.
 - iv. appropriate actions are taken with respect to such complaints and any deficiencies identified that may affect conformity with certification requirements.
 - v. actions taken in response to complaints are documented and retained as part of the management system records.

7.3 Triangulate shall issue a formal Audit Plan (including scope, methodology, duration and audit team) at least ten (10) working days prior to the evaluation, and:

- a) RJC Members shall review and agree to the plan in advance.
- b) scheduling adjustments may be made upon request.
- c) the audit scope and objectives, once defined, shall not be changed. When issuing the Audit Plan, Triangulate shall share its anti-corruption and conflict-of-interest policies and require the RJC Member to confirm auditor-led interviews without interference, access to documents and facilities, necessary logistics (guides, PPE, technology), management participation, and internal communication of the audit.
- d) Triangulate shall communicate documented conclusions to the RJC Member regarding fulfilment of the documentary review objectives, audit readiness, and any identified areas of concern that may result in non-conformities. No formal Audit Plan is required for a Documentary Review. A Documentary Review may be required for surveillance, re-certification or special audits where significant changes have occurred. This shall be decided on a case-by-case basis.

7.4 Audit Visit (On-Site)

After the Documentary Review has taken place, an Audit shall be conducted on-site, with the main objective being to evaluate the effectiveness of implementation of the audit criteria and management system of the RJC Member. The audit shall cover the following as a minimum:

- a) information and objective evidence regarding the standard or scheme

- b) performance monitoring, measuring, reporting and reviewing key performance objectives and targets
- c) the social auditing performance regarding legal compliance
- d) operational control of the system processes
- e) internal audits and management reviews
- f) management responsibility for policies
- g) links between policy and legal requirements, the competence of personnel, operations, procedures and data.

All Audits are based upon sampling and therefore there may be areas which the Auditor(s) do not pick up, therefore, it is essential that the Applicant conducts effective internal audits and management reviews prior to the On-Site audit. For all high-risk areas such as health and safety, the Auditor(s) may be required to take photographs. However, permission needs to be granted by the Applicant in the first instance. Such photographs shall not have any persons faced in them or any product QR codes or bar codes or any intellectual property. No photographs of documents shall be taken.

7.4.1 The purpose of the audit is to evaluate whether the RJC Member's business, systems and processes conform to applicable RJC standards. Triangulate shall obtain all necessary information and documentation to perform the evaluation.

7.4.2 The audit shall be conducted on-site or remotely, as applicable, and shall include:

- a) Verification of conformity with all applicable RJC standard requirements
- b) Assessment of implementation of policies, procedures, operational controls and management responsibilities
- c) Evaluation of performance monitoring, measurement, reporting and review against applicable provisions

7.4.3 The audit team shall analyse all evidence gathered during the documentary review and audit to determine findings and agree on the audit conclusions.

7.4.4 The RJC Member shall ensure that materials, components, or products handled up to 36 months before the initial CoC audit comply with CoC Standard requirements. These may only be sold as CoC materials after certification.

7.4.5 The member shall ensure that if one or more critical breaches are identified during an audit, the audit continues and is not stopped due to the breach, except where immediate action is required to protect at-risk individuals.

7.4.6 The Triangulate Lead Auditor shall ensure that any divergences in opinion that are not resolved during an audit are:

- a) documented in the grievance section of the audit report.
- b) referred to Triangulate for resolution following its internal procedures.
- c) escalated to the RJC if unresolved after referral, in accordance with the RJC Complaints Mechanism has unresolved divergences.

7.4.7 Triangulate shall ensure the auditor presents conclusions for each entity/facility, noting that nonconformity grading may change if findings repeat across entities.

7.4.8 Triangulate shall share with the RJC Member any post-closing updates or changes in findings in writing.

7.4.9 The RJC Member is responsible for root cause analysis and defining corrective actions, the Lead Auditor may only signpost likely causes.

7.4.10 Use of RJC-Recognised External Certifications

- a. Where a member claims certification against RJC-recognised standards or initiatives, the Triangulate auditor shall obtain:
 - i. a valid certificate;
 - ii. the most recent detailed audit report, including any identified nonconformities and corrective action plans;
 - iii. details of any significant changes to the audit scope since the last external audit.
- b. Based on the above, the Triangulate auditor shall:
 - i. include details of external certificates and their expiry dates in the audit report;
 - ii. verify that the last audit date does not exceed 12 months;
 - iii. confirm that the external certification scope aligns with the RJC certification scope and the specific entity or facility being audited;
 - iv. review the audit report and corrective action plans to ensure that: no open major or critical nonconformities (or equivalent high-risk issues) remain unaddressed; minor nonconformities have corrective action plans in place for implementation within defined timelines;
 - v. document all findings in the audit report, including any pending corrective actions;
 - vi. identify any RJC provisions requiring additional verification and provide justification where reliance on external certification is limited.

8 **CERTIFICATION**

8.1 **Audit Reports**

- a) Triangulate shall provide a written audit report for each member to both the Member and the RJC, with one report per member, even for multi-site companies. The audit reports shall be uploaded into the RJC Portal.
- b) After completion of the on-site Audit the Lead Auditor prepares the Audit File, which includes the Audit Report and submits it to the Triangulate Decision Maker for review. For any non-conformities raised, the Client shall conduct root cause analysis and send details of Corrections and Corrective Action Triangulate within 30 days from the last day of the On-Site, Initial Assessment Audit Visit. This information shall be reviewed by the Lead Auditor prior to the Audit File being sent to the Decision Maker for review.
- c) The Decision Maker shall review the Audit File, including other information and a decision is taken on whether to accept the Lead Auditor recommendations and whether to grant Certification. Should the Decision Maker not accept the Audit File or resolve any matters, then the Impartiality Committee shall be informed for the purpose of holding an internal appeal.
- d) The requirement for allowing ASI to conduct oversight through witnessing for reasons of accreditation are defined in these Scheme Rules, which form part of the contractual agreement through acceptance of the quotation and require clients to permit witnessed and oversight audits.

8.2 **Corrective Action:**

- a) The RJC Member shall submit a documented corrective action plan for any nonconformity to the Lead Auditor at Triangulate (minor, major, or critical), including:
 - i. corrections – immediate actions with supporting evidence.
 - ii. root cause analysis – understanding the underlying cause.
 - iii. corrective actions – to remove the root cause and prevent recurrence.
 - iv. implementation plan – means, resources, and timeframe for each action.
 - v. evidence of implementation, where applicable.
- b) The RJC Member shall ensure that corrective action plans also include preventive actions to address potential nonconformities and avoid unintended consequences.
- c) Critical Breach Notification and Suspension
 - i. Triangulate shall notify the RJC of any critical breach within 5 working days.
 - ii. RJC shall temporarily suspend the member by removing its profile page and inform the member of the suspension and available resources.
 - iii. for certified members, the lead auditor's conclusions shall be technically reviewed, and the existing certificate suspended.
 - iv. the RJC member shall be formally notified in writing of the suspension.
- d) The identification date is generally the closing meeting or the date that Triangulate communicates findings or grading changes.
- e) Triangulate shall monitor progress on corrective actions and remind the member of consequences for non-compliance, in line with set timeframes.
- f) For all non-conformities:
Submit a corrective action plan within 1 month including:
 - i. Corrections with evidence
 - ii. Root cause analysis
 - iii. Corrective actions with implementation timeframe

Critical/major nonconformities may submit supporting evidence of corrections within 3 months, along with evidence of corrective action implementation. For critical breaches/major non-conformities submit sufficient evidence to achieve regrading as a minor nonconformity within 3 months, via one or more evidence submissions.

- g) The RJC Member shall submit evidence of corrective action implementation to the lead auditor at Triangulate for minor non-conformities:
 - i. within 1 month from identification when only minor non-conformities exist.
 - ii. Within 3 months when critical breaches or major nonconformities are also present, alongside evidence for those.

- h) The RJC Member shall begin working on corrective actions for multi-site audits as soon as findings are available for each entity/facility, unless systemic alignment is required.
- i) The RJC Member shall submit corrective action plans and evidence on time, understanding that delays may affect certification decisions, continuity, and may lead to consequences such as scope extension, suspension, or withdrawal of certification.
- j) The RJC Member shall provide all necessary information and evidence to allow the Triangulate lead auditor, within 15 working days of receipt, to:
 - i. verify corrections and supporting evidence
 - ii. review root causes and proposed corrective actions for effectiveness and absence of new risk
 - iii. confirm the effectiveness of implemented corrective actions, ensuring nonconformities are closed or regraded appropriately.
 - iv. record all verification evidence.
 - v. Co-operate with Triangulate regarding the results of verification, including scheduling and facilitating any required on-site follow-up audits.
- k) The RJC Member shall ensure that when a critical breach is regarded as a minor non-conformity or closed within the required timeframes that Triangulate is informed, and the RJC is provided with a brief assessment. Based on this, the RJC shall reinstate the Member on its website.
- l) The RJC Member shall acknowledge that if a critical breach is not regraded or closed within the timeframes, that Triangulate shall inform the RJC, which may take disciplinary actions against the Member.
- m) The RJC Member shall have the implementation of approved corrective actions for minor non-conformities and verified by the Triangulate lead auditor at the next scheduled mandatory audit (surveillance or certification).
- n) The RJC Member shall ensure that approved corrective actions are implemented by the next mandatory audit. If not, Triangulate may escalate the minor non-conformity to a major non-conformity and require full closure without regrading.
- o) The member shall ensure that all corrective actions in the plan are SMART:
 - i. Specific: Clearly addresses the nonconformity and its root cause.
 - ii. Measurable: Implementation can be monitored and measured.
 - iii. Achievable: Responsibilities and resources are clearly assigned.
 - iv. Realistic: Actions are practical and feasible with available personnel, infrastructure, and funding.
 - v. Timely: Actions are completed within required timeframes, with progress milestones or interim measures for longer-term actions.

8.3 Audit Invalidation:

- a) The RJC Member shall acknowledge that if an effective, auditor-approved corrective action plan, including sufficient evidence of implementation (where applicable), is not in place within 6 months from identification of nonconformities, then Triangulate shall invalidate the audit and inform the RJC Member.
- b) The RJC Member shall understand that an exception applies if an on-site follow-up audit is scheduled but cannot be completed within 6 months due to Triangulate auditor availability.
- c) The member shall book and undergo a full certification audit within 6 months of an invalidated mandatory audit to maintain RJC membership, including cases after an invalidated surveillance audit.

8.4 Technical Review:

- a) Triangulate shall have a process to conduct an effective technical review of audit reports, statements of conformity, and related information prior to making a certification decision.
- b) The technical review shall ensure that:
 - i. information provided by the audit team is sufficient and complete with respect to certification requirements and scope, and that the audit team had appropriate competence. Any additional information or clarifications sought shall be documented.
 - ii. the narrative regarding audited provisions and explanations for non-applicability aligns with RJC CPR requirements.
 - iii. critical breaches and major nonconformities have been reviewed, accepted, and verified for corrections and corrective action implementation.
 - iv. minor non-conformities have been verified for corrections, and the member's corrective action plan is reviewed, accepted, and any evidence submitted within the allocated timeframe is verified.

- c) The technical review shall be conducted by appointed technical reviewers within Triangulate who have not involved in the audit evaluation.
- d) The certification decision recommendation based on the technical review shall be documented, unless the technical review and certification decision are completed concurrently by the same person.

8.5 Certification Decision:

- a) Triangulate shall retain full authority and responsibility for all certification decisions.
- b) The certification cycle begins with the initial certification decision; subsequent cycles begin with recertification or certificate start date, whichever is later.
- c) Triangulate shall assign at least one competent person to make the certification decision based on all evaluation and technical review information.
- d) Triangulate shall ensure the decision-maker is different from the evaluator, though they may also conduct the technical review.
- e) Triangulate shall employ or contract decision-makers under its organisational control (ownership, board participation, or documented authority). All persons under Triangulate control shall meet the same competence and procedural requirements as those employed or contracted by Triangulate.
- f) Triangulate shall grant certification only when:
 - i. critical and major nonconformities are fully closed or regraded.
 - ii. repeated critical breaches are closed unless business changes occur.
 - iii. major nonconformities from escalated minor issues are closed.
 - iv. minor nonconformities have verified corrections and auditor-approved plans.
 - v. the Member is in good RJC standing with fees paid and no ongoing disciplinary actions.
 - vi. no workers under 15 are employed in countries with lower compulsory schooling ages.
 - vii. all contractual obligations with Triangulate are met.

8.6 Communication of Audit Report & Certification Decision(s):

- a) Triangulate shall send the audit report and certification decision to the member, upload all required data to the RJC Auditor Portal including the audit report and approved corrective action plan, and require the RJC Member to sign an acceptance declaration within 5 working days, without which certification cannot proceed. Triangulate shall specify the certificate issuance timeframe and conditions, confirm the next mandatory audit date, type, and format, and, if certification is not granted or suspended, notify the member with reasons, provide the appeal process, and record the outcome in the RJC Portal.
- b) Triangulate shall, on receiving the signed member declaration, upload it to the RJC Auditor Portal and issue the certificate within 10 working days, provided the member is in good RJC standing and meets contractual obligations; issuance is delayed until any membership issues are resolved.
- c) Triangulate shall share the audit report with the RJC within 2 months from the identification date if only minor nonconformities exist, or within 4 months plus 10 working days if critical breaches and/or major nonconformities are present.
- d) Triangulate shall extend the report submission timeframe if an on-site follow-up audit is needed to verify corrective actions.

8.7 Certification Documentation:

- a) Triangulate shall issue the certificate and record surveillance and recertification deadlines for timely follow-up.
- b) Triangulate shall date the COC certificate so its expiry coincides with the COP certificate, even if its duration is shorter than three years.
- c) Triangulate shall ensure COP and LGMS certificate start and expiry dates always align. If RJC Member began dealing in one standard while already certified to the other.
- d) Triangulate shall allow a 3-month grace period after certificate expiry, provided RJC conditions are met.
- e) Triangulate shall record all certificate information in the Auditor Portal for RJC access and t-Net.
- f) Triangulate shall ensure the RJC publishes the member's certificate on the member's profile page; certified members receive the certificate and logo via the Member Portal for communications in line with RJC rules.
- g) Triangulate shall act on any RJC query about incorrectly issued certificates, taking corrective action (amendment, suspension, or withdrawal) and inform the member.

9 SURVEILLANCE

9.1 General

- a) After the Certification has taken place and Certificate(s) have been issued, Surveillance Audits are then a requirement. Triangulate shall monitor certification and surveillance deadlines and contact the member in good time to confirm provisional audit dates.
- b) Triangulate shall ensure surveillance audits are conducted timely, considering member downtime.
- c) Triangulate shall obtain either confirmation of no changes since the last audit or an updated member self-assessment workbook.
- d) Triangulate shall include a separate documentary review if there are significant changes to processes, management systems, or operating context.
- e) Triangulate shall plan and conduct surveillance audits according to requirements of RJC.
- f) Triangulate shall determine the most effective audit approach, proportionate to the member's size and complexity, including combining COP/LGMS with COC surveillance if applicable.
- g) Any such extra works are outside the scope of the original Quotation(s) and thus would be subject to additional charges.
- h) Triangulate shall conduct a surveillance audit between 12 and 18 months from the certificate start date to confirm on-going conformity, regardless of minor nonconformities, ensuring critical or major nonconformities are addressed. For COP/LGMS, audits may be fully remote, partially remote, or on-site, following the remote auditing protocol and applicable criteria.
- i) Triangulate shall set the surveillance audit scope by considering entities or facilities and provisions that were not fully covered in the previous audit, the actual activities of the entities/facilities for COP/LGMS provisions, the nature of previous nonconformities and corrective action plans, any changes in certification scope or business structure and resources, and any complaints received about the member by Triangulate or the RJC.
- j) Triangulate shall use the surveillance audit to verify that corrective actions have been implemented effectively, review provisions previously classed as not applicable, confirm the continuing validity of externally recognized certifications, and assess any changes in the member's certification scope, procedures, or processes.
- k) Triangulate shall review the member's use of RJC certification claims and logos, assess COC material declarations, transfers, and control mechanisms, and evaluate COP/LGMS entities or facilities that were not previously audited or that have risks of nonconformities, including critical provisions.
- l) Triangulate shall ensure that any complaints flagged by the RJC for follow-up are included in the surveillance audit scope in a timely manner, using audit schedules recorded in the Auditor Portal.
- m) For any non-conformities raised, the Certified Client shall conduct Root Cause Analysis and forward details of Corrections and Corrective Action Triangulate within 30 days from the end of the Surveillance Audit Visit.
- n) The Certified Client shall permit Triangulate the right of access for the purposes of maintenance of Certification. Should it not be possible to conduct a Surveillance Audit, this will affect the status of the Certification.

10 RE-ASSESSMENT

- a) Re-Certification audits shall be planned to take place on the Certified Client facility to evaluate the continued fulfilment of all of the requirements of the relevant RJC certification requirements. This Re-Certification shall take place prior to the expiry date shown on the Certificate(s).
- b) For any non-conformities raised, the Certified Client shall conduct Root Cause Analysis and forward details of Corrections and Corrective Action Triangulate within 30 days from the end of the Re-Assessment Audit Visit. In all cases the timescales for corrections and corrective actions to be implemented prior to the expiry of the Certificate(s). Any Corrections and Corrective Actions shall be reviewed by the Lead Auditor. Should the information be acceptable the Audit File shall be passed to a Triangulate Decision Maker for the purpose of Certification.
- c) The Decision Maker shall review the Audit File and decide whether to accept the Lead Auditor's recommendations. Should the Decision Maker accept the Audit File then Certification shall be granted. Where the Decision Maker does not accept the Audit File then the Impartiality Committee is informed for the purpose of holding an Internal Appeal.
- d) Triangulate shall set the recertification audit scope based on the full certification cycle, considering entities or facilities and provisions not fully covered in the last audit, the nature of any nonconformities identified, past or current corrective action plans, changes in certification scope, business changes including organisational structure and resources, and any complaints about the member received by Triangulate or the RJC.
- e) If an RJC-submitted complaint is flagged for follow-up, the RJC management team shall contact Triangulate in a timely manner to ensure the issue is included in the audit scope, based on booked audits recorded in the Auditor Portal.
- f) Triangulate shall conduct a separate documentary review during recertification audits if there are significant changes to the member's processes, management system, or operating context (e.g., changes in legislation), in line with 13.9.

- g) Triangulate shall conduct the re-certification audit a maximum of six months before the current certificate expiry, with a 10-working-day tolerance and consideration of ember downtime, to ensure timely renewal and certification continuity.
- h) Triangulate shall complete the recertification audit within six months of an invalidated surveillance audit, shortening the certification period to ensure completion within 2.5 years from the certificate start date.
- i) Triangulate shall base certification renewal decisions on the recertification audit results and any complaints received regarding the member.

11 SEMI-ANNOUNCED AUDIT:

- a) The Lead Auditor within Triangulate shall recommend a semi-announced audit for any mandatory or special audits (except initial certification) when:
 - i. for COP/LGMS, previous major nonconformities or critical breaches relate to Human Rights or Labour Rights and working conditions, raising concerns that advance notice may affect site observations.
 - ii. previous audit findings require further investigation to evaluate their full extent or corrective action effectiveness.
 - iii. there is evidence of data falsification or withholding by the member.
 - iv. worker testimony indicates potential critical breaches needing further verification.
 - v. Any other compelling reason is presented by the lead auditor for conducting the audit with limited notice.
- b) Triangulate shall conduct semi-announced audits on-site within a one-month audit window, arriving unannounced. The RJC Member shall be informed at certification or continuity confirmation, with reasons and the entities/facilities to be audited. Triangulate shall provide notice one month before the audit window, obtain member acknowledgment, and confirm that entities/facilities are prepared. The RJC Member may indicate up to three inconvenient days within the window, ensuring sufficient time for access and security arrangements.
- c) Triangulate shall automatically activate the three-month grace period after certificate expiry if any of the following apply:
 - i. the re-certification audit takes place before the expiry date, with a tolerance of 10 working days.
 - ii. the member booked the audit at least six months prior, but no auditor was available.
 - iii. The RJC Member is scheduled for a combined audit involving a non-RJC standard during the grace period.
 - iv. The lead auditor could not conduct the audit due to illness or force majeure.
- d) Triangulate shall ensure the grace period allows post-audit actions to be completed without impacting certification continuity, if a recertification decision is made.
- e) Triangulate shall ensure that if the recertification audit does not take place as per 25.1(a), the member loses grace period benefits and certification continuity, resulting in a gap until the next recertification decision
- f) Triangulate shall ensure that if corrective actions for any critical breach or major nonconformity are not implemented and verified within the grace period, the member loses certification continuity and experiences a gap until recertification
- g) Triangulate shall not grant any extensions to the certification period beyond the defined grace period.

12 TRANSFER OF CERTIFICATION:

- a) Triangulate shall contract a full three-year certification cycle with the member, including surveillance audits, unless a shorter period is requested.
- b) If a member changes certification body during the cycle, Triangulate shall:
 - i. confirm no disagreement over audit findings or surveillance format with the outgoing certification body
 - ii. verify the reasons for the change and manage auditor impartiality risks.
 - iii. notify the RJC and respond to any related queries.
 - iv. obtain previous audit reports, corrective action plans, and evidence of implementation.
 - v. Conduct a full recertification audit unless a surveillance audit is sufficient.
 - vi. record the transfer reason in the audit report.
 - vii. issue a new certificate following the certification decision.
- c) Triangulate shall ensure the out-going certification body notifies the RJC Member promptly if it can no longer conduct the surveillance audit.

- d) Triangulate shall ensure the outgoing certification body withdraws the existing certificate following the transfer of certification.

13 **CHANGES AFFECTING CERTIFICATION:**

Triangulate shall accept changes affecting RJC certification when:

- a) The RJC introduces new or revised scheme requirements.
- b) Changes occur within the member's business, including:
 - i) organisational restructure or legal name change.
 - ii) divestments, acquisitions, or equity share changes.
 - iii) new or altered activities, products, processes, or provenance claims.
 - iv) new locations or different distribution of entities/facilities.
 - v) changes occur in regulations, statutory environment, or stakeholder expectations.
 - vi) new information affecting certification arises after certification, including loss of external RJC-recognised certification.
- c) Triangulate shall verify any changes since the last audit by obtaining an updated member self-assessment workbook and consulting the RJC Auditor Portal and the member's website.
- e) Triangulate shall conduct a new certification audit if a COC-certified member adds facilities, outsourcing contractors, material types, or starts issuing eligible material declarations.
- f) Triangulate shall ensure that if these changes are addressed through a surveillance audit, the original certification period dates continue to apply.
- g) Triangulate shall consider certification of a separate entity under the member's control as a new certification, not a change affecting existing certification.
- h) Triangulate shall communicate any RJC-introduced changes to all its certified members.
- i) Triangulate shall verify that certified members implement the RJC changes and take actions according to RJC transition requirements.

Triangulate shall review changes and decide on necessary action in order to:

- a) Assess the impact on certification status and include relevant RJC provisions if needed.
- b) decide if the next audit should be advanced, a special audit held, or a separate documentary stage required.
- c) conduct technical review of the audit report and certification decision.
- d) issue a revised certificate or updated surveillance documentation as applicable.

14 **OTHER AUDIT TYPES**

Witnessed Audits

As part of Accreditation Body requirements on Triangulate, there is a need for witnessing of Triangulate Audits to be conducted. The Applicant and/or Certificated Client agrees to allow representatives from an Accreditation Body the right to witness Triangulate conducting an Audit. Should a Representative from any Accreditation Body be in attendance during an Audit shall not change the Audit outcome in any way and the person attending shall remain as a silent observer.

15 **PUBLICITY MATERIALS**

Use & Misuse of Certificates, Logos & Certification

- a) Triangulate shall exercise control over the ownership, use, and display of certificates, certification status, and marks of conformity in accordance with applicable RJC certification scheme requirements.
- b) After Certification has taken place and Certificate(s) have been issued the Client has the right to publish the fact and to apply the logo on their stationery and promotional material.
- c) The logos can only be used as specified in "Brand & Logo Usage Guidelines for RJC Certified Members" which is sent out with the Certificate(s). Other conditions are as follows related to Certification:
 - i. that no misleading statements are implied or made regarding Certification.
 - ii. that no Certification or Certificate is used in a manner that would mislead and Stakeholder(s).

- iii. upon suspension, withdrawal or cancellation cease with immediate effect to use of the marks on advertising and return the Certificate to Triangulate.
- iv. should a scope of Certification be reduced, amend all advertising materials where details of the scope have been published such as on web sites. For all reductions or increases in scope the original Certificate to be returned to Triangulate, prior to any updated Certificate being issued.
- v. not to use Certification in any way as to bring into disrepute the credibility of Triangulate or its Accreditation Bodie(s) that could affect public trust and confidence.
- vi. Any incorrect reference to certification status or misleading use of certificates, marks, or logos identified in documentation, publicity, or other media shall be subject to appropriate action by Triangulate. Such actions may include requiring corrective action, suspension or withdrawal of certification, and, where necessary, legal action.

16 **SUSPENSION, SCOPE EXTENSION, SCOPE REDUCTION & WITHDRAWAL**

16.1 **Suspension**

Suspension of Certification shall be triggered as a result of any of the following:

- a) the RJC Member has not met contractual obligations with Triangulate.
- b) the RJC Member misses a surveillance audit deadline or the audit is invalidated.
- c) critical or major nonconformities remain unresolved within the specified timeframe.
- d) underage workers (below 15 years) are identified in countries where compulsory schooling ends earlier.
- e) the member requests suspension or the RJC suspends membership due to fees, disciplinary proceedings, or other reasons. The Scheme Manager of Triangulate shall write to the Certified Client outlining the suspension conditions and how the suspension can be lifted.

16.2 **Extension / Reduction of Certificate Scope**

Triangulate may extend or reduce an RJC member's certificate scope or duration in the following situations:

- a) an entity/facility no longer meets RJC certification criteria.
- b) an early recertification is completed, shortening the certification period, either by the member's choice or due to an invalidated surveillance audit.

16.3 **Reinstatement of Certificate**

A suspended certificate shall be reinstated once:

- a) The member completes all actions to resolve the issues causing suspension.
- b) Triangulate verifies that corrective actions have been effectively implemented.

16.4 **Withdrawal**

Withdrawal of Certification could be as a result of any of the following:

- a) failure to respond to requests and/or meet timelines set by Triangulate after suspension of certification.
- b) failure of the member to settle financial obligations with Triangulate as defined in the Quotation.
- c) voluntary withdrawal by the certified member, with certificates returned to Triangulate; no copies of certificates or logos shall be used after withdrawal.
- d) certification is transferred to another certification body.
- e) failure of the member to resolve suspension issues within the allocated timeframe.

16.5 **Termination of Certificate:**

Certificates shall be terminated if:

- a) The member cancels RJC membership.
- b) RJC terminates membership for any reason.

17 **APPEALS**

- a) Should the Client not agree to the recommendation made by the Lead Auditor at the Closing Meeting at the end of any type of Audit, then there is a right to Appeal. Any such Appeals should be made in writing to the Triangulate Quality Manager, supported by evidence.
- b) An Appeal could be for any of the following:
 - i. not in agreement on the classification of a non-conformity, e.g. major
 - ii. not in agreement with the non-conformity itself.
- c) All Appeals shall be heard by the Impartiality Committee who, themselves are not Directors, Owners or Employees of Triangulate. The Impartiality Committee shall review all evidence in relation to the Appeal and make a decision on whether to uphold the Appeal or reject it. All decisions made by the Impartiality Committee are final and binding on both the Client and Triangulate. No counterclaim will be allowed by either party. No costs shall be permitted to either party as a result of an Appeal.

18 **COMPLAINTS**

18.1 **General**

All Certified RJC Member are required to maintain a log of all customer complaints raised against them. The log shall be made available for review by the Lead Auditor during all on-site Audits. The log shall also be available to Triangulate upon request, outside of any Audit.

18.2 **Complaints from Certified RJC Members Regarding Auditors**

If a Client has a complaint about the conduct of any Triangulate Auditor, then this shall be sent in writing to Quality Manager of Triangulate.

18.3 **Complaints from Users of RJC Certified Members Products & Services**

For complaints received from users of products and/or services this shall be logged in the same manner as for any other complaint. In such cases confidentiality shall be maintained a decision on what information can be released, if any.

18.4 **Complaints from Regulators or Accreditation Bodies**

Should a complaint be received direct from a Regulator or an Accreditation Body about a Triangulate Certified RJC Member then this shall be logged and investigated in the same manner as any other complaint.

19 **FINANCIAL OBLIGATIONS**

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

20 **INDEMNIFICATION**

In respect of any claim, loss, damage or expense arising, the amount shall not exceed that paid as specified within the Quotation. Under no circumstance shall Triangulate be liable for any consequential losses.

21 **INTELLECTUAL PROPERTY**

All Certificates remain the property of Triangulate and as such can be recalled at any time, should there be justification to do so.

22 **INCIDENTS, ACCIDENTS OR CRITICAL BREACHES**

Any information received on incidents such as serious accidents or breaches of regulation that necessitate the involvement of the competent regulatory authority or directly gathered by the audit team during the special audit, shall provide grounds for Triangulate to decide on the actions to be taken, including a suspension or withdrawal of the certification. In cases where it can be demonstrated that the system seriously failed to meet the OH&S certification requirements action shall be taken by Triangulate.

23 **NOTIFICATION OF CHANGES BY A CERTIFIED RJC MEMBER**

All RJC Certified Members are required to notify Triangulate should there be any changes, such as:

- a) legal status, ownership, or organisational structure
- b) key management or compliance personnel
- c) address or sites within the certification scope
- d) scope of operations or outsourced activities
- e) management systems, policies, or due diligence processes

Upon notification, Triangulate shall review the changes and determine the appropriate action, which may include additional verification or audit activities to ensure continued conformity.