

# ECO PLATFORM

## Audit Guidelines for ECO EPD Programme Operators

Version 1.0 (June 2024)

**Table 1: Version of this document**

| Version Number | Date       | Summary of changes   |
|----------------|------------|--|
| V1.0           | 20.06.2024 | First version of ECO Platform Audit Guidelines after separation of “Audit and Verification Guidelines V6” into separate documents;<br><br>Inclusion of additional audit requirements in line with existing requirements (e.g. QM, Digital Data Requirements) |
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## 1 SCOPE

The ECO Platform is committed to keeping its quality promise by ensuring compliance with the applicable ECO Platform rules and requirements defined in the "ECO Platform Standards". The enforcement of these rules and requirements is crucial to protect ECO Platform's reputation as well as the credibility of the ECO EPD. The ECO Platform audit is one core element to ensure compliance of the ECO EPD Programme Operators (POs) with above-mentioned rules and requirements.

These "Audit Guidelines for ECO EPD Programme Operators" (hereafter called "Audit Guidelines") are addressed to the PO to be audited and the Audit Team of ECO Platform to perform the audit for ECO EPD POs. This document gives an overview over the general audit process. The Audit Teams' requirements and checklists to check the PO's compliance regarding the individual subjects can be found in the ECO Platform Audit Requirements (hereafter "Audit Requirements").

All ECO Platform Standard documents, the Internal Regulations as well as Bylaws can be found on the ECO Platform website under the following link:

<https://www.eco-platform.org/our-relevant-documents.html>

## 2 GENERAL REQUIREMENTS

### 2.1 Scope

The ECO Platform audits have the role to verify that the PO commits to follow the standards outlined in the ECO Platform Standards documents. This includes in particular:

1. The PO has implemented the common quality rules – as described in the ECO Platform QM Guidelines – in its rules and processes.
2. EPDs are verified using the verification checklists developed by ECO Platform (see latest released versions of Verification Guidelines, LCA Calculation Rules and Tool Verification Guidelines).
3. An ECO EPD comprises the indicators and technical information for communication, as well as information necessary to apply the indicator results properly in building assessment in line with the ECO Platform Standards.
4. The content described in the ECO Platform’s “List of content to declare in an ECO EPD” (see Verification Guidelines, chapter 2.4) is declared in the PO’s ECO EPD. The quality of the digital data follows the ECO Platform Digital Data Requirements.
5. The PO is “connected” to the ECO Portal in compliance with the requirements defined in the “Requirements for publishing digital data in ECO Portal”.

If the above-mentioned requirements are not met, the Audit Team will treat their findings as defined in chapter 3.5 and 3.6 of this document.

Following the audit approval, the ECO Platform Audit is valid until it is extended by the recurring audit after five years.

### 2.2 Recurring Audits

Following the initial audit, it is mandated that a recurring audit takes place every five years to ensure continued compliance with the ECO Platform Standards.

The recurring audits focus on verifying adherence to the criteria outlined above, providing an opportunity to assess any changes or updates made by the PO since the previous audit.

The purpose of the recurring audit is to:

- Validate the PO's ongoing commitment to the specified standards
- Confirm the continued implementation of ECO Platform's common quality rules
- Verify the accuracy and compliance of EPDs using ECO Platform checklists and standards
- Assess the PO's connection to the ECO Portal and adherence to the connection specifications

The scope of the recurring audit is documented in the ECO Platform Audit Requirements; specific details may be adopted to ensure no duplication between ECO Platform audits and audits carried out in support of valid external certifications or accreditations held by the PO.

### 2.3 Framework conditions

Each emerging ECO EPD PO must successfully pass an ECO Platform audit to become an established ECO EPD PO / full member.

With the promotion to established ECO EPD PO / full member, the PO is subject to all rights and obligations as defined in the ECO Platform Bylaws and Internal Regulations.

Costs for the audits are to be borne by the applicant (Internal Regulations, 3.2). In case of final rejections, the costs will not be reimbursed to the applicant. If the same PO applies again for an audit to become an established ECO EPD PO, a full audit procedure will take place and ECO Platform will invoice for the new audit accordingly.

In case pre-defined timeframes are exceeded without further notice by the applicant, potential extra costs may be invoiced with prior notice.

## 2.4 Confidentiality

All data, documents (“the dossier”) and news concerning the PO, of which the Audit Team might become aware in the performance of the audit, are confidential. The documents shall only be dealt with by the ECO Platform Quality Manager, the defined ECO Platform Audit Team and the ECO Platform Head Office.

The Board of Directors will receive the audit report for final approval of the audit.

Access to all above-mentioned, confidential documents is governed by a confidentiality agreement (see Annex 1) that imposes a confidentiality obligation on all parties engaged in the audit process.

All documents are to be retained for a period of six years.

## 3 AUDIT PROCESS

### 3.1 General Process

An emerging ECO EPD PO is audited by auditors chosen by ECO Platform checking on compliance with the latest version of the above-mentioned ECO Platform Standards documents.

Each ECO EPD PO must have been audited successfully before the PO can use the “ECO EPD verified” logo on EPDs of its clients.

The Audit Team shall check the audit documents for completeness and compliance with respect to the applicable references (for example EN 15804). Findings are compliant or non-compliant as the audit is neutral and personal comments should be refrained from.

The ECO Platform Quality Manager is responsible for the regular monitoring and coordination of the audits in accordance with the latest versions of the ECO Platform Standards and the ECO Platform Internal Regulations. Once an audit has been completed, the results are reported to the Board of Directors of ECO Platform for final approval.

Following the successful audit, the PO becomes ECO Platform full member and is therewith subject to all obligations and requirements for ECO EPD POs as outlined in the ECO Platform Bylaws, Internal Regulations and ECO Platform Standards documents.

Note: it is essential for the process that the applicants have familiarized themselves with the necessary requirements and documents to be provided (“the dossier”) for the ECO Platform Audit before applying. These can be found in Chapter 3 of the ECO Platform Audit Requirements and will be shared with the applicant as Annex to the Audit Plan (see chapter 3.2 below).

The following list shows the necessary steps of the audit process.

1. Audit Notification by PO
2. Preparatory Measures
3. Payment of audit Fee by PO
4. Introductory e-mail
5. Submission of documents by PO
6. Check of completeness of submission by Audit Team
7. Kick-off meeting
8. Document checks according to Audit Requirements and checklists by Audit Team
9. Comments from Audit Team to PO
10. Feed-back meeting
11. Reply to comments and completion of tasks by PO
12. Final check by Auditors: all tasks completed?
13. Final audit report by Audit Team
14. Submission of Audit Report to BoD
15. Approval or Rejection of Application by ECO Platform Board
16. Audit Documentation

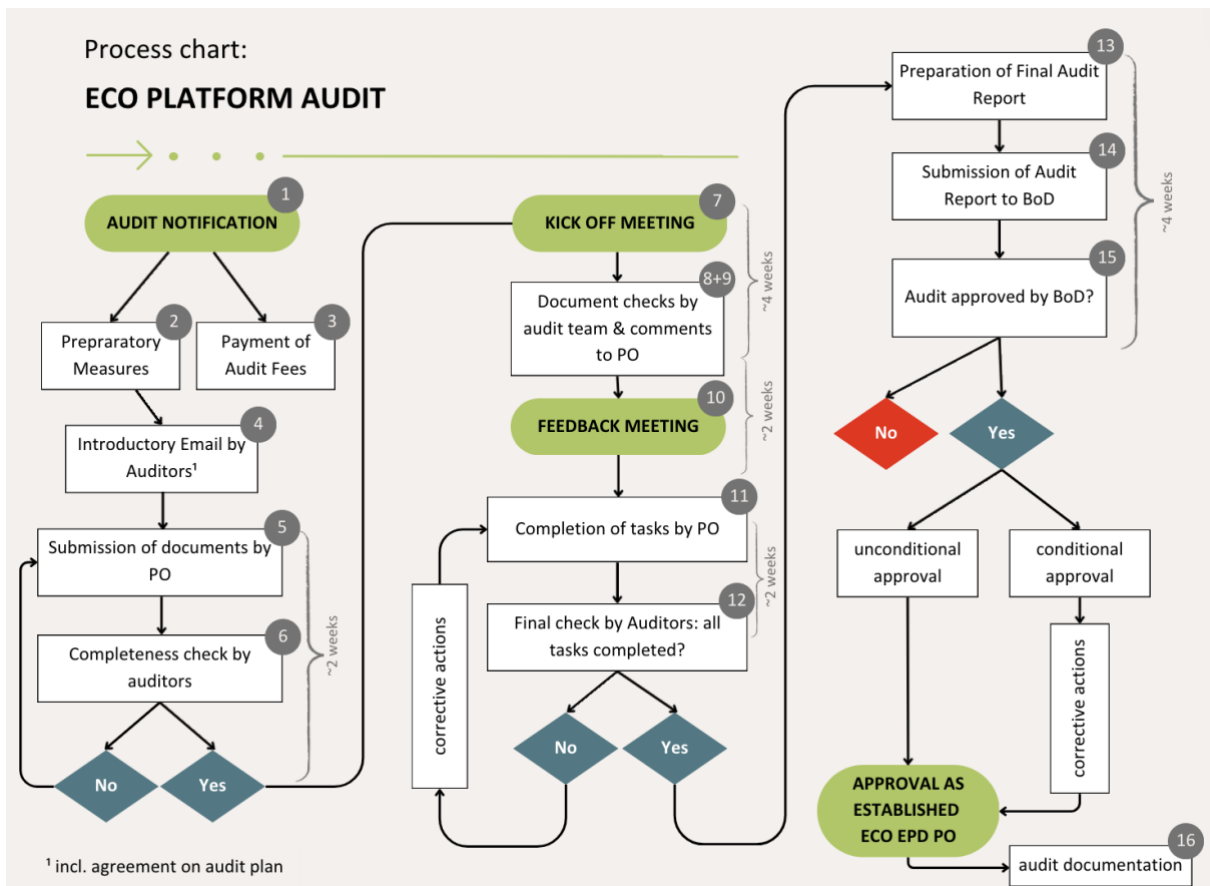


Chart 1: ECO Platform Audit process

The entire audit process is scheduled for a maximum period of 4 months from the date of submission of documents by the PO. A further delay caused by the PO during the audit process can lead to increased costs for the audit.

A more detailed description of the key steps and timing can be found in the following chapters.

### 3.2 Preparatory Measures, payment, introductory email

To start the audit process, the emerging ECO EPD PO shall get in contact with the QM Manager once the programme feels ready to be audited (Audit Notification). The minimum requirement for the ECO Platform audit is that the PO has published at least two EN 15804 EPDs from two different EPD owners. The QM Manager will then get in contact with the Audit Team to prepare the next steps and timing of the audit.

Before the audit is started by the Audit Team, the PO will formally be informed about the process and documents to be provided (“the dossier”) by provision of an audit plan for agreement (please see Audit Requirements, chapter 3).

Before starting the audit, the PO shall prepare the required documents and inform the Audit Team about the planned date of submission.

The audit fee shall be paid by the PO before meeting with the Audit Team and before submission of documents.

The emerging ECO EPD PO being audited must define at least one key contact person for the audit and dedicate sufficient resources and time in order to affect the audit according to the agreed time schedules.

### 3.3 Submission of documents and check of completeness

The documents shall be submitted by the PO according to the timing planned during the preparatory measures. Any delay shall be communicated to the QM Manager.

After the submission of the documents, the Audit Team carries out a completeness check. The outcome is discussed in the upcoming kick-off meeting, planned within ~2 weeks from the date of document submission.

### 3.4 Kick-off meeting

The kick-off meeting is organized after the submission of documents and after the completeness check performed by the Audit Team.

The main topics of the kick-off meeting are:

- 1 Presentation of the participants: representatives and key contact person of the PO, Audit Team
- 2 Presentation of audit documentation requirements
- 3 Status and outcome of the completeness check performed by the Audit Team
- 4 Time planning
- 5 Questions and Answers

Based on the outcome of the completeness check, the PO shall submit the completed version of the documents as soon as possible within ~2 weeks starting from the kick-off meeting. Any delay shall be discussed and considered in the time planning of the audit.

### 3.5 Document checks and comments from Audit Team to PO

The Audit Team carries out the verification of the submitted documents according to the checklists described in the ECO Platform Audit Requirements.

In principle, the Audit Team assigns all findings to one of the following categories:



- a) Major non-conformity: failure to satisfy an applicable, essential requirement (for example use of mass balance approach, EN 15804+A2 not followed etc.) defined in the ECO Platform Standards with consequent formalization of a non-conformity. Non-conformities need to be resolved by the PO during the audit process. The Audit Team identifies such issues and reports back to the PO.
- b) Minor non-conformity: identification of a weak or potentially deficient finding that may lead to the occurrence of a major non-conformity. The Audit Team identifies such issues and reports back to the PO; the Audit Team can finalize the audit report to the Board including minor non-conformities, which shall be resolved within a defined period after a conditional approval (see chapter 3.9) by the Board of Directors.
- c) Comment: findings that do not affect the outcome of the audit but which the Audit Team wants to make known to the Board (for example the PO performs the audit in addition to the requirements of this document under ISO 17065 and the Audit Team could make a comment about the use of ISO 17029)

The Audit Team sends its findings to the PO within ~4 weeks from the date of submission of the complete documentation.

### 3.6 Feedback Meeting

The feedback meeting is organized as soon as possible, max within ~2 weeks from the date of receipt of the Audit Team's findings. The main purpose of the meeting is to clarify and discuss the findings and possible resolutions and/or corrective actions.

Before the meeting, the PO shall check the findings received from the Audit Team and should be prepared with questions and preliminary resolutions and/or corrective actions.

In this meeting, the Audit Team is available for further explanations concerning the findings.

### 3.7 Reply to findings and resolution by the PO

The PO shall reply to all findings (major & minor non-conformities) of the Audit Team according to the checklist included in the ECO Platform Audit Requirements. Adopted resolutions and/or corrective actions shall be clearly described with reference to updated/corrected documents.

The reply to the findings shall be submitted together with the fully updated version of the corrected documentation.

Any other modifications (not directly related to the Audit Team's findings) should be avoided or clearly communicated to the Audit Team. In case of modifications, related documents shall also be submitted to the Audit Team.

The PO shall respond to the audit findings within ~2 weeks. If it is not possible to prepare the final documentation, the PO shall specify how findings will be addressed and on what timeframe. Any delay shall be communicated in advance to the Audit Team.

### 3.8 Final assessment and audit report

The Audit Team carries out the final assessment of the resolutions and/or corrective actions and the updated final documents.

If any major non-conformity is not solved correctly, the Audit Team may decide to allow an additional loop of improvement. Such additional loop is possible only if the non-conformity can be resolved within 1 week.

All major non-conformities found during the audit, for example a systematic failure to meet a requirement of the documents shall be resolved before the audit report is presented to the ECO Platform Board for approval. The audit can only be successful if, for every major non-conformity highlighted during the audit, the PO sends documented evidence regarding the resolution and/or corrective action of each non-conformity (e.g. action plan for implementation).

Once all major non-conformities have been resolved and the audit has been completed, the Audit Team finalizes the assessment according to the checklists of the ECO Platform Audit Requirements. This document containing the assessment is considered as the audit report which shall be submitted within max. ~4 weeks from the date of receipt of the final resolutions and/or corrective actions and documents.

The audit report shall clearly describe

1. the outcome and resolution and/or corrective action of major non-conformities and/or
2. the resolution/corrective action or status of minor non-conformities.

In case any minor non-conformities have not been resolved during the audit process, the Audit Team may propose a “conditional approval” of the audit. Any proposal for conditional approval shall be defined with a justified, appropriate deadline until when the minor non-conformities must be resolved. In order to receive the final approval, the PO shall provide evidence of resolutions and/or corrective actions and related status of implementation until the commonly agreed deadline.

Additionally, comments that do not affect the outcome of the audit, but which the Audit Team wants to make known to the Board, can be addressed (e.g. potential weaknesses to be part of recurring audit).

### **3.9 Approval or Rejection by the ECO Platform Board**

Based on the audit report, the Board will either reject the application of the PO (if major non-conformities have been not solved during the audit) or approve the application:

- a) without conditions (unconditional approval), or
- b) - in case of reported, open minor non-conformities - “subject to conditions” (conditional approval) which must be implemented/resolved within a defined timeframe.

The PO will only attain the status of established ECO EPD PO once the conditions of the audit have been fulfilled as approved by the Audit Team and by the Board.

After the implementation of required measures and the approval of the Board, the audited PO is recognized as established ECO EPD PO and will be listed as such on the ECO Platform website (see 3.10.2).

Moreover, the PO will receive an official certificate as established ECO EPD PO. With the promotion to established ECO EPD PO and with becoming a full member, the PO is assigned to one of the PO categories and related membership fees (please refer to ECO Platform Internal Regulations, chapter 2.1 – 2.3).

The PO, which has not passed the audit, can make a formal written complaint to ECO Platform Board. The Board will discuss, decide, and inform the complainant within six months.

### **3.10 Audit Documentation**

The final audit report shall be archived by the ECO Platform QM Manager and the Audit Team, considering the confidentiality of the document.

To be transparent to customers and to give incentives to pass the ECO Platform audit process, the list of Established ECO Platform POs that passed the audit will be publicly available on the website.

## 4 ANNEXES

### 4.1 Annex 1: Draft NDA

#### NON-DISCLOSURE AGREEMENT

#### B E T W E E N

\_\_\_\_\_, validly organized and existing under the laws of \_\_\_\_\_, having its principal place of business at, \_\_\_\_\_, business identity code,

**ECO Platform**, an AISBL validly organized and existing under the laws of Belgium, having its principal place of business at Avenue Kersbeek, 308, 1180 Brussels, business identity code.

Hereinafter referred to as “Party” or “Parties” respectively,

#### W H E R E A S

The Parties wish to enter into discussions regarding audit of ECO Platform (hereinafter referred to as “Project”);

The Parties understand that in the course of the Discussions they will disclose and exchange information, including information of a confidential and/or proprietary nature, on their products, processes of production and/or commercial activity and agree that the confidentiality of such information should be protected.

#### THEREFORE, THE PARTIES AGREE AS FOLLOWS,

#### DEFINITION OF CONFIDENTIAL INFORMATION

"Confidential Information" includes, without limitation, all non-public information relating to business plans or practices, financial or technical matters, trade secrets, designs, know-how, inventions, operations, the marketing or promotion of products and any other information received or acquired by Recipient from the Discloser in the course of exploring the Project. It also includes the discussions between auditors in the audit process as well as the audit report.

“Confidential Information” shall not include any information, however designated, that: (i) is or subsequently becomes publicly available through no wrongful act of the Recipient; (ii) is already known to the Recipient at the time of disclosure; (iii) is rightfully received by the Recipient from a third party without restriction on disclosure and without breach of this agreement; (iv) is independently developed by Recipient and without the use of any of the Confidential Information.

#### USE OF CONFIDENTIAL INFORMATION

Recipient agrees that the Confidential Information will be kept confidential by Recipient and Recipient’s representatives and, without limiting the generality of the foregoing, will not be disclosed by Recipient or Recipient’s representatives to any person and will not be used except with the specific written consent of Discloser or except as expressly permitted by this agreement. It is understood that Recipient may use

Discloser's Confidential Information solely for its internal business purpose of evaluating the Project (hereinafter referred to as "Purpose").

Recipient agrees not to use Confidential Information otherwise for its own or any third party's benefit without the prior written approval of an authorized representative of Discloser. Recipient shall refrain from reverse engineering, decompiling or disassembling Confidential Information and shall not disclose, publish, distribute or disseminate Confidential Information. Copies shall contain the same confidential or proprietary legends as the originals.

Recipient may disclose Confidential Information to its employees, attorneys, consultants and affiliates who are under proper burden of confidentiality and who have a need to know in pursuance of the Recipient's business relationship with Discloser. For the purpose of this agreement, an "Affiliate" means any person, partnership, joint venture, corporation or other form of enterprise, domestic or foreign, including but not limited to subsidiaries, that directly or indirectly, control or are controlled by, or are under common control with a party.

Recipient agrees to use reasonable care, but in any event no less than the same degree of care that it uses to protect its own confidential and proprietary information of similar importance, to prevent the unauthorized use, disclosure, publication and dissemination of Confidential Information.

#### OBLIGATION TO MAINTAIN CONFIDENTIALITY

Unless otherwise agreed to in writing by the Discloser, for a period of five years from the date of this agreement the Recipient shall refrain from disclosing any Confidential Information. However, the Recipient's obligations with respect to Confidential Information that is considered a trade secret of the Discloser under normal inter-national trade practice shall continue until such Confidential Information is no longer a trade secret. This obligation to maintain confidentiality with respect to the Project also includes the existence and contents of this agreement.

#### REMEDIES

Discloser and Recipient each agree that its obligations set forth in this agreement are necessary and reasonable in order to protect the Discloser and its business. Both parties expressly agree that due to the unique nature of the Discloser's Confidential Information, monetary damages would be inadequate to compensate the Discloser for any breach by the Recipient of its covenants and agreements set forth in this agreement.

Accordingly, Discloser and Recipient each agree and acknowledge that any such violation or threatened violation shall cause irreparable injury to the Discloser and that, in addition to any other remedies that may be available, in law, in equity or otherwise, the Discloser shall be entitled (a) to obtain injunctive relief against the threatened breach of this agreement or the continuation of any such breach by the Recipient, without the necessity of proving actual damages, and (b) to be indemnified by the receiving party from any loss or harm arising out of or in connection with any breach or enforcement of the Recipient's obligations under this agreement.

#### MANDATORY DISCLOSURE EXEMPTION

Recipient may disclose Confidential Information in accordance with a judicial or other governmental order, provided that Recipient either (i) gives the Discloser's legal representative reasonable notice prior to such disclosure to allow Discloser a reasonable opportunity to seek a protective order or equivalent, or (ii) obtains written assurance from the applicable judicial or governmental entity that it will afford the Confidential Information the highest level of protection afforded under applicable law or regulation.

#### DUTY TO RETURN OR TO CERTIFY DESTRUCTION

Upon the request of Discloser, Recipient shall (i) at Discloser's sole cost and expense return all Confidential Information received or (ii) certify destruction of it (including all copies, summaries and analyses thereof).

#### NO RIGHTS GRANTED

All Confidential Information is and shall remain the property of Discloser. Nothing in this agreement shall be construed as granting any expressed or implied rights under any patent, copyright or other intellectual property right of either Party, nor shall this agreement grant either Party any express or implied rights in or to the other Party's Confidential Information other than the limited right to review such Confidential Information solely for the Purpose.

#### NO WARRANTY

Unless otherwise agreed by Discloser and Recipient, any Confidential Information is provided "as is" without warranty of any kind, and Recipient agrees that Discloser shall not be liable for any damages whatsoever arising from or relating to Recipient's use or inability to use such Confidential Information.

#### SEVERANCE

If one or more provisions of this agreement are held to be unenforceable under applicable law, the Parties agree to renegotiate such provision in good faith. In the event that the Parties cannot reach a mutually agreeable and enforceable replacement for such provision, then (i) such provision shall be excluded from this agreement, (ii) the remaining provisions of the agreement shall be interpreted as if such provision were excluded and (iii) the remaining provisions of the agreement shall be enforceable in accordance with its terms.

#### MISCELLANEOUS

Any term of this agreement may be amended with the prior written consent of both Parties. Any amendment or waiver affected in accordance with this section shall be binding upon the Parties and their respective successors and assigns. Failure to enforce any provision of this agreement by a Party shall not constitute a waiver of any term hereof by such Party.

This agreement is the product of both Parties and constitutes the entire agreement between such Parties and merges all prior negotiations and drafts of the Parties pertaining to the subject matter of this agreement. Any and all other written or oral agreements existing between the Parties concerning the subject matter of this agreement are expressly cancelled. This agreement does not create, for neither Party nor their respective Affiliates any obligation to enter into any further contracts with regard to the Project.

#### GOVERNING LAW AND JURISDICTION

This agreement shall be governed by and construed in accordance with the laws of Belgium. The Parties shall use good faith efforts to resolve any dispute, claim or proceeding arising out of or relating to this agreement. In the event that any dispute cannot be resolved at this level, then the senior executives of the relevant Parties who have authority to settle the same shall use good faith efforts to resolve the same. If the matter is not resolved through negotiation, all disputes between the Parties arising out of or in connection with this agreement shall be decided by the exclusive competent courts in Brussels, without

prejudice to the right of either Party to seek injunctive relief before any court in any place where unauthorized disclosure or use of the Confidential Information occurs or threatens to occur.

In witness whereof, the Parties by their duly authorized representatives have executed this agreement in two original copies, each Party acknowledging receipt of one copy.

Signed in ...

FOR \_\_\_\_\_

FOR ECO Platform

Date:

Date:

Name:

Name: