

The Diversey Consulting Shield Guidelines

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1. INTRODUCTION

Diversey is proud to announce the launch of its new Shield Awards.

Our industry experts of the Diversey Consulting team, the professional Food Safety & Risk Management services group of Diversey, have worked closely together to provide our customers with a unique end to end solution. The services provided have are an all-encompassing verification of the safety of your operations for Covid-19 and/or Food Safety.

Within Diversey Consulting there are two different Shield Awards.

1. COVID Safety Program (awarded by Diversey Consulting)
2. Food Safety Program (awarded by Diversey Consulting)

Each of the shields carry their own unique set of requirements for award. The relevant Covid Safety Program Shield or Food Safety Program Shield will be awarded upon successful completion of external verification audits. Once enrolled as a member of the Shield program businesses will undergo periodic audits to verify that they are continuing to maintain the highest safety standards.

The Shield may be prominently displayed for guest viewing on the entrance door or online on a corporate website or social media platform. The Diversey Consulting Shields are property of the Diversey INC.

This guidance document describes the terms and conditions of the shield which are awarded by Diversey Consulting.

2. CRITERIA PER SHIELD

2.1 The Food Safety Shield – Verified by Diversey Consulting

The Food Safety Shield – Verified by Diversey Consulting can only be awarded to the participant that meets these prerequisites:

- A Food Safety audit program must be in place (minimum of 2 qualified audits annually). The Shield will not be issued retroactively.
- A qualified audit must contain all process steps and requirements of FSMS (Food Safety Management System) including alignment of local legislations.
- Food Safety external audit is completed with a good result (green score or equivalent) for two consecutive audits or re-audits (regardless of year), and completion of the corrective action plan of deviations that were observed during the verification audits.
- All food areas and departments need to be evaluated during the Food Safety audit.
- The Food Safety audits must be conducted by qualified Diversey Consulting specialists.
- Shield award will be issued to the establishment upon successful verification of completed requirements.

Diversey Consulting has the authority to cancel the Food Safety Shield authorization and use or communication in any form, if major non-conformities with regards to Food Safety are detected within 2 sequencing audits without any corrective actions are taken by the participant.

2.1.1 Competences of auditors:

Only consultants who have the educational background, qualifications & experience requirements as described in the Diversey Consulting Quality Procedures Manual (cfr. procedure “Diversey Consulting consultant profile – March 2020”) are allowed to perform the audit and attribute the Food Safety Shield.

2.2 The Covid-19 Safety Shield – Verified by Diversey Consulting

The Covid-19 Safety Shield – Verified by Diversey Consulting can only be awarded to a participant that meets the following prerequisites:

- A COVID-19 operations support audit or re-audit (announced) is completed with a good result (>95%) and completion of the corrective action plan of deviations that were observed during the verification audit.
- All areas and departments (food and non-food) need to be evaluated during the COVID-19 operations support audit.
- The corrective action plan needs to be completed on iMAP®. The proprietary audit tool of Diversey Consulting.
- The COVID-19 operations support audit must be conducted by a qualified Diversey Consulting specialist who is trained on COVID-19 prevention.
- Shield award will be issued to the establishment upon successful verification of completed requirements.

Diversey Consulting has the authority to cancel the Covid-19 Shield authorization and use or communication in any form, if major non-conformities with regards to the official Covid-19 guidelines are detected without any corrective actions are taken by the participant.

2.2.1 Competences of auditors:

Only persons who have followed the Diversey Consulting train the trainer Covid-19 training are authorized to audit and award the shield.

3. AFFILIATION PROCEDURE

A company applies by completing and signing an 'Affiliation Form' (see Annexe 1). Any application has to be sent to Diversey Consulting by e-mail, post or fax. On receipt of a valid application, Diversey Consulting forwards the Affiliation Form to the appropriate Diversey Consulting account manager.

On this occasion Diversey Consulting will perform an initial audit at the prospective participant's premises. The initial audit is performed no later than one month after submission of a valid application.

If the Diversey Consulting account manager or Diversey Consulting audit reports favourably on the initial audit, Diversey Consulting may proceed to written approval (= certification/awarding the appropriate shield) of the application.

The certificate is valid for a period of 1 year and becomes effective at the moment of the positive certification decision, which has to be taken no later than three months after the audit date.

4. ASSESSMENT METHOD

4.1 General

In the context of the Shield audits, every participant undertakes to allow free access to and full cooperation with the Diversey Consulting consultants, regardless of the time of the inspection visit. Supervision of compliance consists of administrative and physical (visual) check-ups. Four types of inspection are distinguished:

1. Initial or affiliation audit (unannounced audit)
2. Extension or periodic audit (unannounced audit)
3. Corrective-measures audit (unannounced audit)

4.2 Costs for the participant's account

Affiliation costs

There are no affiliation costs for the participant.

Audit costs

The use of the shield itself has no extra costs. Only the costs of the audits (initial, extension and corrective actions audits) are borne by the approved participant and are invoiced directly to the participant by the DIVERSEY INC as described in the contract between Diversey Consulting and the participant. Should a corrective measure be required, the DIVERSEY INC will invoice its costs directly to the approved participant.

5. REFUSAL, DISQUALIFICATION AND TERMINATION

5.1 Refusal of a prospective participant

As long as DIVERSEY INC does not have a valid affiliation form and the required documents (see point 2) the application is considered non-existent up to the moment when the conditions are completely met. If there is no regularisation within three months, the affiliation application is cancelled. A prospective participant who categorically refuses an audit by DIVERSEY INC will also be refused for the Shield Program System. However, the participant will get the opportunity to reapply for a new affiliation procedure. In case of refusal of a prospective participant the DIVERSEY INC will notify the participant by registered letter

5.2 Disqualification

An approved participant in the Shield Program may be disqualified because of not fulfilling the prerequisites of the audit.

In case of disqualification of an approved participant, the Shield of the participant is annulled immediately and the company is no longer allowed to communicate any Shield Program. A Shield Program-approved participant who categorically refuses an audit by DIVERSEY INC will also be disqualified. An approved participant may be disqualified if inadequate corrective measures are taken within the set period of time. The DIVERSEY INC notifies the participant concerned by registered letter of the disqualification of an approved participant. Afterwards the participant may reapply for certification in accordance with the Shield Program.

5.3 Termination of approval by a participant

The participant has to notify DIVERSEY INC of termination of his/her Shield Program approval in writing (e-mail, fax, and post). A participant who cancels his/her Shield Program approval will be removed from the Shield Program System on the day of receipt of the written termination notice. Termination has to occur no later than three months before expiry of the current certificate. DIVERSEY INC informs the participant of the cancellation by registered letter.

6. COMPLAINTS

Every Shield Program-approved participant must record complaints as well as complaints sent on a complaint form in the context of the complaints record. The DIVERSEY INC has to be able to review this complaints record during an initial or extension audit. Complaints concerning inspection or certification can be noted here too. Every (prospective) participant has the right to file a complaint against a decision by the DIVERSEY INC. This complaint has to be submitted with justification in writing to the DIVERSEY INC. The country shield champion is competent for treating the complaint. After thorough evaluation, the DIVERSEY INC will inform the participant in question of the substantiated decision by letter.

7. DATA EXCHANGE

In the context of the execution of the shield audits, every participant grants DIVERSEY INC or its mandatories access to all sites, documents and relevant information. DIVERSEY INC ensures that the result of an inspection and the certification decision are consistently fed back to the participant concerned. Every participant in the Shield Program System grants DIVERSEY INC the unconditional and irrevocable right to submit infringements of parameters included in the Shield Program as found by the Diversey Consulting auditors or their mandatory. DIVERSEY INC will have these indirectly received findings sanctioned by the DIVERSEY INC in conformity with the present regulations. DIVERSEY INC will share relevant information (such as contact details customer) with third parties or individuals that conduct the audits.

8. USE OF SHIELD LOGO'S & COMMUNICATION

Copyright in any reports, shield logo, presentations and other material provided to the participant by Diversey Consulting or otherwise generated in connection with the provision of Services (whether in physical or electronic form) remains vested by Diversey Consulting.

Subject to payment in full of all fees and expenses due in respect of the Services, the participant shall be entitled to use any reports or written material received from Diversey Consulting at the individual location receiving the Services for internal purposes only. Subject to payment in full of all fees and expenses due in respect of the Services, the participant shall be entitled to use the shield logo received from Diversey Consulting at the individual location receiving the Services for external purposes. Additional copies may be requested for an additional charge. The participant shall not be entitled to copy the Shield log and or material in whole or in part. Only after written approval from Diversey the use of the logo shields is allowed by the participant's group on any digital forum (website, social media etc...) or in any printed format. The participants grants the right to Diversey Consulting to publish the list of approved Shield participants on their website or any other external communication means.

8.1. Reporting duty

Every participant is obliged to immediately inform Diversey Consulting if he/she is notified of any severe incident of crisis situation whatsoever which may affect food safety and/or public health. For example (non-exhaustive list): The withdrawal of the official authorization to produce, manufacture or handle food. In the context of the law on mandatory reporting, every participant in the Food Safety and Covid-19 Shield also grants Diversey Consulting and/or inspection organisations approved by Diversey Consulting the unconditional and irrevocable right to notify the competent authorities and organisations, of any major infringements found (obtained by means of inspections) which may harm public health.

9. LIABILITY

Diversey shall not under any circumstances whatever be liable to any participant for any loss or damage, whether in contract, tort (including but not limited to negligence), breach of statutory duty, or otherwise, that arises under or in connection with the use of the Shield, by the participant. The Shield communication materials do not replace each user's responsibility to assess the operational, legal and other requirements applicable to each facility. All Shield logos and trademarks are owned by or licensed to Diversey, Inc.

AFFILIATION FORM

(it is **mandatory** to fill in all requested details)

Company name:

Name of person in charge:

Address:

Postal code + location:

Tel.:

E-mail¹:

Shield Program I'm applying for:

..... The Food Safety Program Shield

The Covid-19 Program Shield

¹All communication from DIVERSEY INC will be sent to the above-mentioned e-mail address.

Hereby the undersigned confirms to have read and accepted the Shield Program terms and conditions. Diversey retains the right to amend the Shield terms and conditions from time to time in its sole discretion.

The details obtained will be treated in strict confidentiality.

For agreement

Name of participant:..... (mandatory)

(Signature) & Date:..... (mandatory)