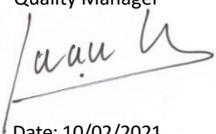


Certification Guideline

**LEAF Marque Standard
Version 15.0 1st October 2019**

EDITED BY	REVIEWED BY	APPROVED BY	REVISION N°
Technical Department  Date: 10/02/2021	Operations Manager  Date: 10/02/2021	Quality Manager  Date: 10/02/2021	03
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LEAF Marque CERTIFICATION SYSTEM**1. Introduction**

This document describes the rules for any party seeking certification against the LEAF Marque Standard Version 15.0 (hereinafter referred to only as LEAF Marque).

This scheme identifies is an environmental assurance system recognising more sustainably farmed products. It is based on LEAF's Integrated Farm Management (IFM) principles.

This document describes the basic steps and considerations relevant for the applicant producer to implement the LEAF Marque Standard. It sets the rules on how the audit process works.

2. Normative Documents

The following LEAF Marque Standard normative documents provide information for the implementation and audit assessment of the LEAF Marque Standard:

- a) LEAF Marque System Rules - v4. These rules are applicable to prospective or current LEAF Marque certified businesses.
- b) CB Licence Agreement v7.1. This document details the rights and obligations of LEAF Marque Ltd and of the Certification Body as the independent organisation for verification, audit, certification and/or approval within the LEAF Marque System.
- c) LEAF-Marque-Standard-v15.0 – Standard Rules and Requirements
- d) LEAF_Marque_v15.0_-_Checklist_for_CBs
- e) The Terms of Reference for the LEAF Marque Standard Scheme Rules
- f) LEAF Produce Group Quality - issue 1.1 - November 2017
- g) LEAF-Product-List-Supporting-Document-v1
- h) LMC2_Certification_Body_Fee_structure
- i) LEAF Marque Oversight Programme v6.2 – July 2020
- j) LEAF Style Guidelines
- k) LEAF Marque web reference for Claims & Labelling <https://leafuk.org/farming/leaf-marque/claims-and-labelling>

3. Certification Options and Membership

Certification options are:

Individual Producer

Individual producer or one organization owns one or several production sites that do not function as separate legal entities.

Producer Group Certification

- a) A producer group applies for group certification. The approach for LEAF Producer Groups is similar to that for GLOBALG.A.P. Option 2 producer

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- b) It is a pre-requisite that the LEAF Producer Group is certified to GLOBALG.A.P.
 - c) “LEAF Producer Group” signifies the operator of the Quality Management System. This is the legal entity which is certified.
 - d) A group shall have a QMS implemented and comply with rules set out in the LEAF Produce Group Quality - issue 1.1 - November 2017.
 - e) The “producer(s)” refers to the farm(s) or farmer(s) within the LEAF Producer Group.

3.1. **Approved baseline system pre-requirement**

LEAF Marque is an environmental assurance system that is supplementary to other baseline certification systems. As a whole farm approach, there must be baseline certification from a LEAF Marque approved certification system for all products within the business.

The applicant shall be a certified full member of a LEAF Marque approved baseline certification system for each product: for Fruit & Vegetables, LEAF Marque approved baseline certification system could be GLOBALG.A.P. IFA Crops F&V or other approved baseline certification systems described in LEAF-Product-List.

Independently verified baseline certification systems must be approved by LEAF Marque.

Certificate(s) from approved baseline certification system(s) include all products within the legal entity business, as defined in the LEAF Marque Certification System Rules.

The LEAF Marque Standard applies to all products and land within the control of the farming business.

If a business does not have an approved baseline system for all the business’ products (i.e. if “Other” has been selected from the LEAF Product List, or if the approved baseline system as stated on the LEAF Product List is not held), the business can only obtain LEAF Marque certification if they fit the exemption criteria stated in Control Point 1.2 of the LEAF Marque Standard v15.0.

From the 1st January 2020, LEAF Marque certificates will list a business’ certified products. LEAF Marque certification is a whole farm approach, and all of a business’ products must be included within an audit and listed on the certificate. In exceptional circumstance where the exemption criteria stated in the LEAF Marque Standard is met, a business’ product may not be listed on the certificate. However, the product cannot be marketed as LEAF Marque certified and must comply with the LEAF Marque Standard and LEAF Product List.

If a business’ product(s) change after their audit, Production Information should be updated either via the LEAF Sustainable Farming Review or LEAF Charity membership details, and the ACERTA should be informed.

Further action should be taken dependent on the following scenarios apply:

- If the product has a LEAF Marque approved baseline certification system, the business can still be certified if the LEAF Marque Standard requirements are applied to the product, and if the product is not sold as LEAF Marque certified. If the business wishes to sell the product as LEAF Marque certified, a **new audit is necessary**.
- If the product does not have a LEAF Marque approved baseline certification system, the product must meet the exemption criteria stated in Control Point 1.2 of the LEAF Marque Standard. If the criteria is not met, the business’ LEAF Marque certification will be revoked. If the criteria is met, the business’ certification would remain valid as long as they meet the requirements stated above (i.e. LEAF Marque Standard applied to product, product is not sold as LEAF Marque certified etc).

3.2. LEAF Marque Membership

LEAF Marque Membership applies to the legal entity (business / applicant). This is the entity that is audited and awarded certification once ACERTA has verified compliance with the LEAF Marque Standard. A legal entity refers to a business, partnership, organisation or individual that has legal responsibility for the production processes and has the capacity to enter into contracts and be held responsible for its actions. In instances where a business works in partnership with another business, the legal entity can refer to the combination of these if stated in the legal entity name, for example, 'Farm A incorporating Farm B'. For LEAF Producer Groups, the legal entity signifies the operator of the Quality Management System.

LEAF Marque Membership is created when the business establishes a contract/relationship with ACERTA. It is valid for a period of 12 months.

LEAF Marque Membership is renewed when the business renews their contract/relationship with ACERTA, every 12 months. LEAF Marque Membership is independent of LEAF Marque certification status. It is the responsibility of the applicant to renew their contract/relationship with ACERTA annually, and the responsibility of ACERTA to update LEAF Marque Membership accordingly.

If a business renews their contract/relationship with the ACERTA but does not pay the associated fee on time, the LEAF Marque Membership status will be changed to 'Grace'. If the payment is not made within 3 months, LEAF Marque Membership will be 'Closed' and certification status changed to 'Withdrawn'.

Businesses can change CB at any time but should inform the new CB of any previous certification and membership information. A review of this information must be completed before the certificate status can be confirmed and transferred. Each CB has the right to reject the transfer application if there are outstanding non-conformances still to be rectified or any other certification or membership conditions which have been imposed which prevent the application from being accepted. Non-conformances must be resolved, and any corresponding conditions must be accepted by both the previous and new CB before a transfer can take place.

On creation of LEAF Marque Membership, each business will be allocated a unique 5 or 6 digit LEAF Marque Number. This number is allocated to the applicant and remains the same if the applicant transfers to different CBs.

The membership category for both LEAF Charity Membership and LEAF Marque Membership should be as closely aligned with the LEAF Marque approved baseline certification system membership as possible. For example, GLOBALG.A.P. Option 2 members should have LEAF and LEAF Marque Producer Group membership, and GLOBALG.A.P. Option 1 members should have LEAF and LEAF Marque individual membership.

LEAF reserves the right to refuse or terminate LEAF Marque Membership when it considers that it is necessary to do so, to prevent the standard system from being brought into disrepute.

4. Certification Process

4.1. Registration process

a) New Applicant

When a new applicant contacts ACERTA in order to get information of the certification, ACERTA's Commercial Manager contacts him as well, and confirms under which option the applicant wants to be certified.

The applicant is requested some basic information which will let ACERTA make the appropriate quotation.

Next, by the ACERTA management computer system (SIG), the quotation, which will be reviewed by the Administration Manager, is made.

The applicant who wants to begin the certification shall send this quotation appropriately accepted.

Once the accepted quotation has been received, the Technical Department will send the applicant the related documentation.

- Certification Request Form, document to be sent back to ACERTA completed to formalize the certification procedure.
- Certification Agreement, between ACERTA and the applicant company, document where the conditions which will regulate the commercial relationship are specified (enforceable contract)

The applicant will send LEAF Marque request and corresponding signed agreements and the prove of LEAF Marque approved baseline certificate.

ACERTA shall be responsible for carrying out the registration and updating LEAF Marque database, in compliance with the relevant LEAF Marque System Rules and/or other regulations.

If, while registering or updating data about entities, ACERTA detects that any information supplied by the business is inconsistent with registration information previously provided or with the actual production situation, ACERTA shall be responsible for working with the business to take all appropriate actions to ensure that the correct information is entered.

b) Certification Renewal: Previously certified applicant

Registered producers and/or producers with certified products must re-register annually **before the expiry date**.

For this purpose, 6 months before the expiry date, the Technical Department informs the holder of the certificate (or the relevant office) of the new activities of the certification maintenance to be carried out, by sending the documents to be completed and/or signed:

- Predefined quotation
- Certification Request Form
- Certification Agreement (enforceable contract)

4.2. Internal assessment / LEAF Sustainable Farming Review

- **Individual producer applicants:**

The LEAF Sustainable Farming Review shall be completed by the business within the last 9 months.

LEAF Marque certified / applicant businesses can use the guidance provided within the LEAF Sustainable Farming Review to support their implementation of IFM and their preparation for LEAF Marque certification.

The LEAF Sustainable Farming Review is a self-assessment online management tool for LEAF members to support business implementation of IFM. It enables businesses to monitor their performance, identify strengths and weaknesses as well as set targets for improvement across the business.

ACERTA will check the availability of this internal assessment during registration process.

- **Producer Groups applicants:**

LEAF Producer Groups need to complete the LEAF Sustainable Farming Review for the whole group within the last 9 months.

A minimum of one internal inspection per annu of each registered producer within the LEAF Producer Group must be carried out either by qualified staff within the LEAF Producer Group, a qualified external advisor, a qualified consultant or subcontracted to an external verification body which is separate from the certification body.

This annual internal inspection must be conducted against the LEAF Marque Standard.

This annual internal inspection must be completed before the external verification by ACERTA.

ACERTA will check the availability of this internal assessment during registration process.

4.3. External Assessments

4.3.1. Request review and Job Order issuing

The Operation Manager Scheme Manager or an approved auditor designed by Acerta will draw up a working programme by using the SIG from the review made to the "Certification Request Form". Based on the information provided by Certification request, he/she will assign an auditor team, determine the appropriate working days, and define the interval of dates to undertake the audits and inform the auditor or auditor team, in writing, of the assignation, sample and minimum duration of the audit to be carried out, by the "Job order".

4.3.2. Audit Plan

After receiving Job Order, the auditor will make the "Audit Plan", and send it to the applicant and ACERTA's Technical Department. If the applicant does not agree with any aspect, he/she will be able to notify it within the 3 subsequent days after the communication. In this case, the auditor / inspector or the Technical Department and the applicant shall have to reach an agreement and a new "Audit Plan" will be sent.

4.3.3. Annual certification and renewal Inspection / Audit

ACERTA shall be responsible for carrying out the verification/audit activities in compliance with the relevant LEAF Marque System Rules and/or other regulations.

The first audit will take place by arrangement between ACERTA and the business, at a time that enables an effective and representative audit and there must be an audit for each time LEAF Marque certification is renewed.

The business must have prepared all relevant documentation and records prior to an audit.

LEAF Marque certified business must adhere to the version of the Standard that is applicable at the time of the audit.

The audit report recording the conformity against each Control Point must be completed during the LEAF Marque audit.

In audits where non-conformances are identified, the client must be provided with a summary of the non-conformances identified no later than 7 days after the last day of the audit, and where possible, at the end of the audit.

a) Inspection / Audit scope

- Individual producer and Multisite without QMS applicants:

The verification/audit activities of ACERTA are to be carried out at the respective registered production site(s) of the business and, to the extent relevant, at their relevant administrative sites.

The inspection scope shall include:

- All production sites,
- All products

When the producer has different fields managed as one production unit, sharing the same resources, but not necessary all of them are together in the same location this is considered one unique production site.

Within each Production Site:

The minimum number of fields to be inspected = νF , being "F" the number of fields of the farmer included (*if νF is a decimal number, the higher whole number will be taken*), with the condition that all the vegetable (species) products are inspected.

- Producer Group and Multisite with implemented QMS applicants:

Audit of the QMS occurs once before certification; subsequent inspections must be repeated annually.

External audit is annual.

Selection is made by taking a sample that as a minimum is the square root of the total number in the LEAF Producer Group. The sample should take into account factors such as crops grown and/or animals reared, location, size of production site, volume supplied, internal inspector(s), previous audits, travel time and external influences.

If the producers in the LEAF Producer Group are a subset of a larger group then calculation is based on the number in the LEAF Producer Group (for example, if the GLOBALG.A.P. group is 100, CB completes 10 producer inspections, if the LEAF Producer Group is 36 of the 100 then ACERTA will complete 6 LEAF Marque inspections).

When a producer member owns more than one production sites and this is chosen in the sample, the **square root of the production sites** owned by the sampled member is inspected.

Within each Production Site:

The most representative field (larger in hectares or due to other reason) shall be inspected as far as all the crops are inspected. If the same producer / production site is repeated over the years, the inspected field is rotated.

b) Inspection / audit Documents

Checklist:

ACERTA inspector / auditor shall always inspect the complete checklist of the LEAF Marque current checklist issued by ACERTA and confirm the information that was provided by the applicant in the LEAF Marque registration form.

Remarks and **comments shall be given in all cases (Yes/No/NA)** for every control point in all assessments.

Remarks and comments (e.g. which document(s) were sampled) shall be site-specific and included in the checklist, showing that all the control points have been properly inspected.

c) Inspection / Audit timing

The first audit will take place by arrangement between ACERTA and the business, at a time that enables an effective and representative audit.

There must be an audit for each time LEAF Marque certification is renewed. If ACERTA requires to see the business operations at different times of year, the audit can take place 4 months prior to or after the certificate 'valid to' date. The certification cycle would remain the same regardless of the audit date. If the business wishes to align their LEAF Marque audit with a LEAF Marque approved baseline certification system audit, the LEAF Marque audit can take place at any point prior to the 'valid to' date. The business can also have different certification cycles for different certification systems.

Audits can occur either at the same time as the LEAF Marque approved baseline certification system(s) audit, or as a stand-alone audit.

d) Inspection / Audit duration

ACERTA will calculate the time taken to conduct a LEAF Marque audit, which must be shared with LEAF Marque on request, based on:

- Size of site, number of sites and their geography, complexity of business, any other baseline schemes being inspected as part of a joint audit.
- Assignment of time for on-site office-based inspection and on-site non-office-based inspection.
- Consideration of appropriate duration of audits for LEAF Producer Groups.
- Format of audit (on-site, remote, or combination of approaches).

The audit duration will be estimated and communicated by the request reviewer during the issuance of LEAF Marque audit Job Order. Auditor shall record the final audit duration in audit report.

For Individual producer and Multisite without QMS

Minimum 2.5h for the simplest situation. It will be increased considering other factors (number of crops, number of plots, location, extension...)

For Producer groups (Option 2) and Multisite with implemented QMS

4h / QMS

1.5h / sampled producer / site

Considering always that these are minimum and those complex, larger producers will be calculated higher time.

For both cases, it is considered that when the approved baseline system audit (GLOBALG.A.P. inspection / audit) is being conducted at the same time, the LEAF Marque Certification audit can be reduced.

4.3.4. Surveillance Inspection

This inspection will be needed in the middle of the cycle when a certified producer wants to add a new product to their LEAF Marque Certificate.

Same certification process shall be followed.

4.4. Certification

4.4.1. Assessment results and compliance levels

A positive certification decision will be made when conformance with all Essential Control Points is evidenced, unless the Not-Applicable criteria for Essential Control Point(s) has been met.

For a business' first audit, if a non-conformance against (an) Essential Control Point(s) are identified, the business has 3 months to resolve them. If this deadline is exceeded the business must reapply to ACERTA for another audit.

On all subsequent audits, if a non-conformance against (an) Essential Control Point(s) is identified, it must be resolved by 28 days. If this deadline is exceeded the business must reapply to ACERTA for another audit.

Corrective evidence submitted to the CB must be promptly reviewed within the deadline for closure of non-conformances, to determine whether sufficient action has been taken to close any identified non-conformances.

- **Producer Groups:**

Where ACERTA identifies nonconformance(s) with the QMS, including systematic failure, this prevents certification unless evidence of rectification is approved by ACERTA within the appropriate timescale.

As defined in the LEAF Marque system rules, businesses have 3 months from the first inspection to rectify any non-conformance(s). For all subsequent inspections, businesses have 28 days to rectify non-conformance(s).

4.4.2. Certification decision

Where no non-conformances are identified, the certification decision must be made no later than 28 days after the end of the audit. Where non-conformances are identified, the certification decision must be made no later than 28 days after non-conformances are closed.

The evaluation of the results for the certification process of a file, both regarding individual producers and Producer Groups will be carried out by assessing a revision of the file:

- **Certification Request Form.**
- **Audit Checklists**

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- **Final conclusions of the audit**
 - **Corrective action plan assessment report closed and evidence provided.** (If it will be necessary)

The certification decision must not be made by the individual who completed the audit. The decision maker must be trained and able to make an impartial decision.

After technical review process and prior to give any final favorable decision for certificate issuance, ACERTA will ensure that the points 1.1 and 1.3 (LSFR and PRODUCT INFORMATION) are correct by checking LEAF Marque database information. This verification will be done by a properly trained person with enough knowledge.PC

Clients will be informed of the certification decision promptly and provided performance insights based on the LEAF Marque audit.

4.4.3. **Certificate Cycle**

LEAF Marque certification is valid for a period of 12 months in which the 'valid to' date corresponds to the initial date of certification (e.g. certification first issued 1st September 2019, certificates renewed 1st September 2020, 1st September 2021). The exception to this is where the business wants to align the LEAF Marque certification cycle with the LEAF Marque approved baseline certification system cycle. In this instance, the certification cycle can be changed to match the first certification date that aligns with the LEAF Marque approved baseline certification system certificate (e.g. certification first issued 1st September 2019, certification for LEAF Marque and baseline system issued 15th January 2020, certificate renewed 15th January 2021, 15th January 2022).

4.4.4. **Extension of the certification validity**

The validity of a LEAF Marque certificate can be extended to allow for CBs to audit the business at different times of year (see 2.3), or if unforeseen circumstances result in ACERTA being unable to provide the audit as required or due to factors outside the control of the business (e.g. natural disaster, flooding, political instability). Where unforeseen circumstances do occur, approval must be sought from LEAF Marque for certification extension.

4.4.5. **Reporting**

All registration information must be entered onto the LEAF Marque System using the online certification tool. A strict data protection protocol must be used as per described in corresponding section of this document.

ACERTA will collect the required data from the client and submit that data in accordance with the current user guide for LEAF Marque Certify Online. Data must be submitted on a weekly basis within the time scales below:

- Within 14 days of a client registering with ACERTA, a LEAF Marque account must be created. For renewals, the Membership End Date of the LEAF Marque account must be updated within 14 days of the client renewing their contract/relationship with ACERTA. These updates must be made regardless of whether the payment has been received from the client.
- The upload of the relevant information from the audit (non-conformances, date of audit) must occur no later than 10 days of the audit.
- The update of certificate status must occur no later than 10 days of the certification decision.
- When the entity's status is "Not Approved" and ACERTA certification manager receives documentary evidence that clears the non-conformances, ACERTA must, no later than 10 days of receipt of the documentary evidence, update the status on the LEAF Marque database.
- To upload any additional sites for LEAF Producer Groups, a spreadsheet template is available: the completed spreadsheet must then be e-mailed (keeping the template format) to the following address: Leaf.sites@casi.everysite.co.uk

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- If ACERTA receives any information that impacts the certification status of a client, the appropriate amendments must be made to the client's information no later than 10 days.

ACERTA shall supply, upon request, in either electronic format that LEAF Marque can access or hard copy, a full list of their customers who are registered for LEAF Marque certification. This will include their full trading name, address, status, LEAF Marque certification number, LEAF charity membership number, enterprises within the legal entity business and detail of baseline system certificates for each enterprise.

ACERTA shall supply, upon request, the rationale for the sample selection for LEAF Producer Group audits.

ACERTA shall supply, upon request, the full assessment report, with sufficient detail, for any audit conducted within the last 6 years including recording objective evidence established against each point assessed.

4.5. Unannounced Inspections/audits

ACERTA is entitled to perform unannounced audits, either as decided by ACERTA or on direction from LEAF Marque.

4.6. Sanctions

ACERTA has the right to refuse, withdraw or amend the certification status of a member when it considers that it is necessary to do so to prevent the LEAF Marque System from being brought into disrepute.

ACERTA has the right to immediately suspend or withdraw a LEAF Marque certificate if it receives information – from audits, surveillance, or any reliable sources – that indicates any of the following:

- The business is not maintaining the requirements of the LEAF Marque Standard
- The business' baseline system certification is suspended or withdrawn.
- Any regional or national laws have been broken.
- Requirements and legislation requiring food safety have not been achieved.
- False or misleading statements were made on the application and/or renewal documentation, during an audit or any other communication.

This may lead to exclusion from future membership.

LEAF Marque certified businesses must notify ACERTA of any inspection or activity that identifies a lack of compliance with any legislative requirement, LEAF Marque approved baseline certification system requirement or the LEAF Marque Standard

4.7. Oversight Programme

Upon request from LEAF Marque, and any agent commissioned by LEAF Marque, ACERTA will seek permission from certified businesses, to carry out Oversight Assessment(s) on the sites of businesses certified by ACERTA.

ACERTA will consider the rules described in Licence Agreement and LEAF Marque Oversight Programme.

ACERTA shall cooperate with LEAF Marque during Oversight Programme activities.

ACERTA shall actively cooperate with LEAF Marque during the management of complaints related to the certified business or to ACERTA. In particular, neither ACERTA, nor the certified business, shall refuse, hinder or avoid investigations in the event of a complaint.

Before, during and after an Oversight Assessment, ACERTA shall grant LEAF Marque access to any information, documents and sites and provide the requested information relevant to complete an Oversight Assessment within the timeframe required by LEAF Marque.

The result of an Oversight Assessment will be available to the Accreditation Body, where applicable.

The LEAF Marque Board Member(s) with Oversight responsibility reserve the right to recommend a CB to the LEAF Marque Board for sanctioning, and ACERTA shall accept these sanctions.

Following recommendations by the LEAF Marque Board Member(s) with Oversight responsibility, supported by the LEAF Marque Board, LEAF Marque may directly suspend a CB auditor based on the outcome of one or more Oversight Assessments and forbid the person to carry out any verifications/audits in the LEAF Marque System until such time as the deficiency is addressed.

Should the LEAF Marque Board propose a cancellation of this Agreement based on an Oversight Assessment or investigation results, ACERTA may appeal such cancellation through the arbitration provisions set forth herein.

With prior agreement of the Accreditation Body, ACERTA accepts that LEAF Marque may join the assessment team of the Accreditation Body during its assessment and the Accreditation Body may join the Oversight Assessments.

Oversight Assessment visits that are carried out on a routine basis will be covered by LEAF Marque and shall cause no additional costs for ACERTA. However, if during a routine Oversight Assessment, incidents are found that lead to follow-up Oversight Assessment visits, LEAF Marque reserves the right to charge ACERTA for these additional Oversight Assessment visits. Where the total number of days for these follow-up Oversight Assessment visits exceeds 3 days, the decision of the LEAF Marque Board is needed.

Oversight Assessments that are carried out to investigate complaints received by LEAF Marque are initially covered by LEAF Marque. Where complaints are found to be valid, LEAF Marque reserves the right to charge ACERTA all, or part, of the investigation costs following the decision of the LEAF Marque Board.

LEAF Marque reserves the right to report on Oversight sanctions publicly and to relevant industry partners.

5. Information for the applicant

LEAF Marque certified businesses must notify ACERTA of any inspection or activity that identifies a lack of compliance with any legislative requirement, LEAF Marque approved baseline certification system requirement or the LEAF Marque Standard

5.1. Appeals and complaints

If a member has reason to appeal or complain about the audit or certification process, this must first be directed to ACERTA. ACERTA has an appeals and complaints procedure in place for their ISO 17065 accreditation which will ensure your comment is dealt with appropriately.

If your complaint is not dealt with satisfactorily or the issue relates to an issue outside the scope of the CB or to the LEAF Marque Standard, then please contact LEAF Marque Ltd (Stoneleigh Park, Warwickshire, CV8 2LG. Email info@leafmarque.com. Tel: +44 (0) 2476 413911). CB complaints are monitored as part of the Oversight Programme, where sanctions can be enforced in instances of poor CB performance.

For a complaint about the LEAF Marque System, complaints must be submitted through the Complaints Questionnaire. LEAF Marque will deal with this complaint as set out in the Complaints Procedure.

5.2. Use of certification data

A list of LEAF Marque certified businesses will be made publicly available on the LEAF Website and updated biannually. Only the business name is published. LEAF also reserves the right to make a list of any businesses who were previously certified but have had their certificate suspended or withdrawn publicly available.

Additional certification data is available to members of LEAF the Charity with approved access rights, to search for LEAF Marque certified businesses through the LEAF Marque checker. The information available will be the business name, LEAF Marque number, certification status, and production information.

There is further opportunity for certification data to be accessed by LEAF Charity members who chose to use the professional status tracker service, which is a commercial service. Information shared can include certification status, business name, LEAF Marque number, and product information.

Access to your Data is through myLEAF. LEAF Marque businesses are able to access the following information:

- LEAF Charity Membership Certificate
- LEAF Marque Certification Status
- Contact Details

5.3. Making a LEAF Marque Claim

A LEAF Marque claim is either or both of the following:

- use of the LEAF Marque logo at point of sale (on pack AND/OR off pack, e.g. online shop)
- a sustainability claim directly referencing LEAF Marque certification that is used to set apart and promote a product, process, business or service.

Claims & Labelling (C&L) is effective from the 1st January 2020. Businesses have until the 30th September 2020 to understand and obtain a C&L Licence and to comply with the C&L Licence Agreement, LEAF Marque Claim Rules, and LEAF Style Guidelines, as is appropriate to the business.

It is the responsibility of any business making a LEAF Marque claim to identify whether they are the relevant Licence Holder for that product.

The LEAF Marque logo is a registered trademark and must not be used in any way outside the scope of the above consent. There must not be use or authorisation of any name, mark, sign or device confusingly similar to the LEAF Marque logo.

The LEAF Marque logo must not be used on any product that:

- is not LEAF Marque certified
- does not have certification from a LEAF Marque approved baseline system
- has been added to the business' production after the LEAF Marque audit has been conducted.

It is the responsibility of the C&L Licence Holder to ensure that all products making a LEAF Marque claim contain LEAF Marque certified product(s).

C&L Licences are individual and cannot be transferred or licensed to any other business or legal entity.

LEAF reserves the right to withdraw a C&L Licence after giving one months' notice or upon immediate notice if the member fails to comply with the C&L Licence Agreement and LEAF Marque Claim Rules.

5.4. LEAF Marque System

LEAF reserves the right to alter, amend the rules, LEAF Marque Standard or any other document relating to LEAF Marque. The changes will be notified to the participating farmers and others.

Any business engaged with the LEAF Marque System must comply with all applicable regional and national laws, conducting business lawfully and with integrity.

6. Complaints, Appeals and Lawsuits**6.1. Data Protection**

ACERTA shall comply, at all times, with the provisions and obligations in accordance with Data Protection Regulations (UK Data Protection Act 2018).

Where ACERTA is established in a member state of the European Union or in the European Economic Area (EEA), it shall appoint a Data Protection Officer in accordance with the Directive 95/46/EC and with the respective national law provisions enacted to implement this directive.

Where ACERTA is established outside the European Union or the EEA, it shall designate an equivalent.

All Personal Data (any information concerning the personal or material circumstances of an identified or identifiable person) which is collected, processed or used shall only be used for the purposes of this Agreement and shall not be further processed or disclosed without the Data Subject's (the individual which this data identifies) providing prior consent.

ACERTA shall comply with all reasonable requests by LEAF Marque and its assessors/auditors, internal or external, and representatives who are subject to reasonable and appropriate confidentiality undertakings being given by LEAF Marque or its representatives to assess ACERTA's Data Collecting (acquisition of data on the Data Subject), Data Processing (the recording, alteration, transfer, blocking and erasing of personal data) and Data Use (use of personal data other than processing) activities, facilities, processes and procedures, documents, resources and equipment to enable LEAF Marque to verify that ACERTA is complying fully with its obligations under this Agreement. For these purposes, ACERTA shall allow LEAF Marque or its representatives access to all of the premises that it occupies or other locations at which any personal data is being held and processed at that time to enable such assessment to be carried out.

ACERTA shall provide LEAF Marque with full cooperation and assistance to ensure that ACERTA complies with its requirements and obligations in accordance with Data Protection Regulations (UK Data Protection Act 2018) without limitation by:

- Notifying LEAF Marque within 5 working days if it receives a subject access request from a Data Subject to have access to his or her Personal Data and at the same time providing full details and a copy of such request.
- Notify LEAF Marque within 5 working days of any complaint received from a Data Subject about the processing of his or her Personal Data and at the same time providing full details and a copy of the complaint.
- Providing reasonable assistance to LEAF Marque in dealing with or responding to any subject access request of any complaint referred to in previous points.
- Providing LEAF Marque within 5 working days of the date of such request from LEAF Marque with any Personal Data that it holds to enable LEAF Marque to respond to requests received by LEAF Marque from Data Subjects.

ACERTA will promptly and properly deal with and respond to any and all reasonable requests and inquiries made by LEAF Marque relating to its Data Processing of Personal Data which is subject to this Agreement.

Without prejudice to the other provisions of this Agreement, ACERTA shall take all reasonable precautions to preserve the integrity and prevent any corruption or loss, damage or destruction of the Personal Data, which is subject to this Agreement.

In the event of termination of this Agreement, ACERTA shall, when directed to do so by LEAF Marque, erase or return all information and Personal Data, which are subject to this Agreement and all copies of any part of the

information. This does not apply to those Personal Data, which are subject to legal retention periods. Where data is erased, a

Destruction Certificate shall be provided to LEAF Marque.

All Personal Data acquired by CB shall only be used for the purposes of this Agreement

6.2. **Liability**

ACERTA shall indemnify and hold harmless LEAF Marque for any direct or indirect damage and costs (including defence costs) to LEAF Marque or its certified businesses arising directly through claims, causes of action, or suits (hereinafter "claim" or "claims"), of whatever judicial or extrajudicial form asserted by ACERTA itself, certified businesses, or any other third part asserting any claim against the certified business and/or CB or LEAF Marque itself, whether sounding in contract, tort, or otherwise, or arising out of any violation of any provision of this agreement.

ACERTA shall indemnify LEAF Marque for damages claimed by third parties that result from the actions set out in clause 19.1.

ACERTA shall provide LEAF Marque with written proof that it has coverage of a minimum of GBP£1,000,000 of "professional liability insurance" per case against this eventuality, unless otherwise specified in the relevant LEAF Marque System Rules or unless an alternative agreement is made with LEAF Marque prior to this Licence being issued. ACERTA shall inform LEAF Marque of any changes to their liability insurance, and annually prove to LEAF Marque that it has sufficient coverage.

6.3. **Confidentiality**

"Confidential Information" includes all material, non-public information, written or oral, disclosed, directly or indirectly, through any means of communication or observation by the disclosing party or any of its affiliates or representatives to or for the benefit of the receiving party.

LEAF Marque shall make appropriate arrangements to safeguard the confidentiality of the information obtained or created during the performance of its activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of LEAF Marque.

Information about a legal entity or individual shall not be disclosed to a third party without written consent of ACERTA or legal entity concerned, unless required in this Agreement.

ACERTA shall make appropriate arrangement to safeguard the confidentiality of the information obtained or created during the performance of its activities at all levels of its structure, including committees and external bodies or individuals acting on behalf of ACERTA.

ACERTA shall inform all involved Parties involved, in advance, of the information it intends to place in the public domain. All other information, except for information that is made publicly accessible by LEAF Marque, is considered confidential.

ACERTA shall not disclose information about a particular certified business or individual to a third party without written consent of the business concerned, unless required by this Agreement.