ACERTA
WEBUILDCONFIDENCE

CERTIFICATION GUIDELINE

GLOBALG.A.P. CHAIN OF CUSTODY

Version 6.1 – January 2023

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Índice

1. GLOBALG.A.P. CHAIN OF CUSTODY CERTIFICATION SYSTEM BY ACERTA.

1.1 Introduction

The objective of this standard is to assure consumers and corporate clients that any product sold as a product from GLOBALG.A.P. certified production processes come from a producer with GLOBALG.A.P. certification, and to prevent products originating from GLOBALG.A.P. certified production processes being replaced or diluted with products originating from noncertified production processes, either in error or for the purpose of economic gain (food fraud).

Chain of Custody (CoC) certification ensures that – at all points along the supply chain from individual producer or producer group with GLOBALG.A.P. certified production processes all the way to a final product labelled with a GLOBALG.A.P. claim – the product is traceable (traceability) and kept apart from products whose production processes are not certified (segregation).

CoC certification is also mandatory for retail stores and restaurant chains selling bulk products originating from GLOBALG.A.P. certified production processes and labelled with the GGN label visual elements. ACERTA is not accredited for the Chain of Custody standard for retail and restaurant chain operators and henceforth this document will only refer to the Chain of Custody for Supply Chain certification.

Since the introduction of the GGN label and the GGN label portal, CoC certification is mandatory for GGN label licensees and is used to identify the supply chain actors who take legal ownership of or physical control over a product originating from GLOBALG.A.P. certified production processes. Certification to the CoC standard guarantees traceability at all points between a final product labelled with the GGN label and the first GLOBALG.A.P. certified producer or group of producers.

The use of the GLOBALG.A.P. claim in business-to-consumer communication is reserved for companies:

- With a valid GLOBALG.A.P. CoC certificate and a GGN label license
- With a valid GLOBALG.A.P. CoC certificate, Produce Handling Assurance (PHA), Compound Feed Manufacturing (CFM), or Integrated Farm Assurance (IFA) that prints the GGN/CoC Number on the consumer item packaging without the GGN label visual elements.

The GLOBALG.A.P. Chain of Custody (CoC) standard is not a food safety standard and does not result in food safety certification. It is recommended that all parties that handle and pack products originating from GLOBALG.A.P. certified production processes obtain a – preferably GFSI-recognized – food safety standard certificate. However, this is not obligatory, except in the cases mentioned below.

Food safety standard certificates are required at those production sites where products are processed (cutting, slicing, dicing, freezing, preparing for cold storage, or quick freezing such as IQF (individual quick freezing)) to the extent that the product remains visibly identifiable. Additional certification is also required for those production sites where products derived from animals raised in certified aquaculture are processed. All such production sites shall, at the time of the audit, be certified according to a GFSI-recognized food safety standard, an accredited Codex Alimentarius–based HACCP (Hazard Analysis and Critical Control Points) certification system, or any other GLOBALG.A.P. recognized food safety standard for the product and process to be certified against CoC.

For the sake of simplicity, the terms "certified products", "certified producers" and "certified companies" will be used in this document. However, this does not imply that the products, producers and companies themselves are themselves certified. In reality, "certified product" means a product originating from a production process certified under the IFA standard. Certified producer/producer group/company" means a producer/producer group/company whose production processes have been certified.

The CoC standard, therefore, applies to the company's processes, not the certification of any product or company itself.

1.2 Traceability and the chain of custody

Although frequently considered interchangeable, traceability and chain of custody are not identical concepts. While traceability concerns multiple claims about a product (e.g., content attributes that affect its physical properties and/or process attributes that refer to the characteristics of the production process), the chain of custody is limited to the product's GLOBALG.A.P. claim and mitigating the risk of certification fraud through input verification, product identification, segregation, etc. The chain of custody makes use of traceability records to identify the supply chain actors who take legal ownership of or physical control over a certified product. In this way, it is possible to establish clear links between the initial certified production process (producer(s)) and the final product.

1.3 GLOBALG.A.P. IT systems and GGN label portal

The GLOBALG.A.P. IT systems are a critical tool that indexes all certified producers worldwide, including all their relevant product and certification information. The GLOBALG.A.P. IT systems function by assigning globally unique identification numbers:

- A GLOBALG.A.P. Number (GGN) is assigned to each registered individual producer (Option 1 or 3), producer group (Option 2 or 4), or producer group member.
- A GLOBALG.A.P. Chain of Custody (CoC) Number is assigned to each registered supply chain producer/company.

Businesses can use the GLOBALG.A.P. IT systems (http://www.globalgap.org/search) to verify the certification status of a product and the date until which the certificate is valid. Consumers, by using the GGN or the CoC Number on the product, can verify the certification status of a producer through the GGN label portal (www.ggn.org):

- The GGN will indicate the product's initial certified producer and link to their profile, which displays information about the producer, their products, a location map, certification details, and links to their social and other electronic media.
- The CoC Number will indicate the supply chain certified companies and link to their profiles displaying information about each of them.

The certification information displayed to consumers in the GGN label portal is taken from the GLOBALG.A.P. IT systems.

1.4 Certification fraud and integrity assurance

The CoC standard is an essential tool in combating economically motivated adulteration, which in the GLOBALG.A.P. context is defined as the intentional substitution or dilution of certified products with noncertified products for the purpose of economic gain. It is designed to manage the risk of accidental or deliberate:

- Misidentification of noncertified products as certified products (product substitution)
- Mixing of certified and noncertified products that are then sold as certified (product dilution)

As the standard requires systematic verification of the GLOBALG.A.P. claim at each transaction point in the supply chain, buyers can be confident that the products they purchase as certified originate from a certified producer. Whenever the verification of a GLOBALG.A.P. claim fails to confirm the authenticity or validity of the certificate, a complaint is filed, and the producer/company is investigated.

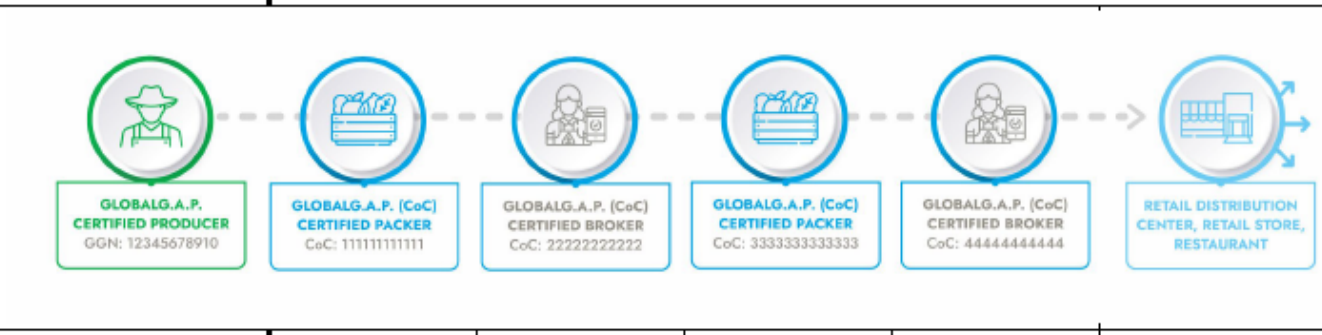
If a supply chain partner detects a product with a GLOBALG.A.P. claim that fails the certificate authentication and validity verification in the GLOBALG.A.P. IT systems, or when product testing or other credible sources challenge the product's GLOBALG.A.P. claim, the product's supplier is investigated by the GLOBALG.A.P. Integrity team or by a designated agent.

1.5 CoC standard principles

The CoC standard principles are:

- The **management structure**, which addresses CoC standard requirements, including documented procedures, processes, systems, and staff training appropriate to the size, type, and complexity of activities. A self-assessment and mass balance calculation shall be performed at least annually. Records of suppliers, subcontractors, purchase, storage, and sales shall be kept.
- **Input and output verification** of the direct suppliers' (one step back) certification status in the GLOBALG.A.P. IT systems. The verification involves matching the quantities of certified products received with the quantities stated in the delivery documents and purchase orders, as well as filing a complaint to the GLOBALG.A.P. Secretariat each time a supplier fails the GLOBALG.A.P. certificate verification for CoC.
- The **traceability system**, based on each company's own WMS (warehouse management system). aims to assure traceability of the final product to one (identity preservation method) or multiple (segregation method) certified producer(s).
- **Identification and labelling** of outgoing shipments (e.g., transport documents) and logistic units (e.g., pallets), as well as outgoing trade items (boxes, crates, etc.) and retail consumer items (containers, bags, nets, shrink wrap, etc.). Bulk, loose, or itemized retail consumer items with the GGN label visual elements shall be identified at the store counter.

The basic concept of the CoC standard is demonstrated on a supply chain example:

IFA certification	CoC certification				
					
In case of parallel ownership: product is labeled with GGN of producer On-product labeling obligatory	CoC Number of company # 1 + Traceability code* and/or GGN of producer	Broker does not label (label does not change)	CoC Number of company # 3 + Traceability code* and/or GGN of producer	Broker does not label (label does not change)	GGN label logo displayed with bulk product + CoC Number of company # 3 and/or GGN of producers
Product is labeled with GGN of producer On-product labeling voluntary	CoC Number of company # 1 and/or GGN of producer	Broker does not label (label does not change)	CoC Number of company # 3 and/or GGN of producer	Broker does not label (label does not change)	N/A
GGN of certificate holder + "xx kg of GLOBALG.A.P. certified apples" Obligatory on transaction documents (e.g., sales invoices)	CoC Number of company # 1 + "xx kg of GLOBALG.A.P. certified apples"	CoC Number of company # 2 + "xx kg of GLOBALG.A.P. certified apples"	CoC Number of company # 3 + "xx kg of GLOBALG.A.P. certified apples"	CoC Number of company # 4 + "xx kg of GLOBALG.A.P. certified apples"	N/A (product is sold to final consumer)

1.6 Certification options

The term "**site**" as used throughout this document refers to the production, processing, handling, storage and sales facilities to the final consumer (i.e., retail shops or restaurants), as well as administrative facilities/offices where certified products are produced, processed, handled, stored, administered/marketed or sold to consumers.

The applicant company can apply for **Chain of Custody certification under individual certification**, with the individual company being the certificate holder.

The options are as follows:

- **Option 1 – single site:**

An individual producer/company with a single processing, handling, storage, and final consumer sale or administrative site shall be certified

as one legal entity with one CoC Number.

- **Option 1 – multisite:**

- A producer/company owns several processing, handling, storage, final consumer sale, or administrative sites that do not function as separate legal entities.
- **In the case of multisite certification, all sites where certified products are sold, processed, handled, stored, or administered shall be assessed internally, and audited and certified by a CB. This applies equally to subcontractors and the administrative sites of brokers that do not touch the product.**
- Sampling of sites for internal and CB audits is not allowed.
- All sites will be registered as one legal entity with one CoC Number.

Group certification (Option 2) is not allowed under the CoC standard. However:

- A producer group with IFA certification may receive a GLOBALG.A.P. CoC certificate. In this case, the Option 2 certificate holder receives the GLOBALG.A.P. CoC certificate as a single legal entity.
- A member of the producer group cannot apply for CoC certification within their own producer group. Within a producer group, the quality management system (QMS) shall secure traceability and segregation.

1.7 Registration in the GLOBALGAP Chain of Custody (CoC) programme. Processing of the application

1.7.1 CoC scope and limitations

Any applicant can register with ACERTA for the Supply Chain Chain Custody Standard, for Crops Scope and the Aquaculture Scope.

The CoC standard certification product scope includes the IFA scopes (for IFA version 5: the scopes crops base, aquaculture and all sub-scopes; for IFA version 6: the scopes plants and aquaculture, and all product categories). All products specified in the GLOBALG.A.P. product list published on the GLOBALG.A.P. website can be included in the scope of the CoC certification.

The CoC certification scope may include a product that is not grown/produced on the farm (i.e., that is externally purchased) and for which the producer acts as a trader or service provider. For example, it is possible to certify a producer group for growing and packing apples under the IFA standard and certify the packing of purchased pears under the CoC standard.

- **For fruits and vegetables**, the CoC certification scope may include products which are processed by means such as cutting, slicing, dicing, freezing, and/or quick freezing (IQF) to the extent that the original product remains visibly recognizable. For example, it is possible to certify sliced mushrooms, diced pumpkin, cut melon, frozen peas, etc.; it is not possible to certify orange juice, apple puree, vegetable soups, etc.
  In the case of salad mix or other mixed products (in the fruit and vegetables product category), all products included shall be GLOBALG.A.P. certified.

  Any sites where products originating from certified production of fruit and vegetables are processed (cut, sliced, diced, and/or frozen) shall be certified according to a GFSI-recognized food safety scheme, an accredited Codex Alimentarius–based HACCP certification system (third-party certification), or a GLOBALG.A.P. recognized food safety standard in order for the product and process to be certified for CoC at the time of the CB audit. Only the GFSI-recognized food safety certification is displayed on the GLOBALG.A.P. CoC certificate.
- **For aquaculture**, the CoC certification scope includes all types of processed products. the animal-welfare–related control points apply to companies where live farmed aquatic species are handled. These control points include the farmed aquatic species slaughter conditions as well as primary processed (chilled, frozen, etc.) farmed aquatic species (see: CoC CPCCs part I, section 6).

  Any sites where animal products originating from certified production of aquaculture are processed shall be certified according to a GFSI-recognized food safety scheme, an accredited Codex Alimentarius–based HACCP certification system (third-party certification), or a GLOBALG.A.P. recognized food safety standard in order for the product and process to be certified for CoC sat the time of the CB audit. Only the GFSI-recognized food safety certification is displayed on the GLOBALG.A.P. CoC certificate.

Any party in the supply chain that takes legal ownership and/or physical control over a certified product falls within the scope of this standard.

Companies are considered legal owners if they issue invoices related to the sale of certified products and collect payment for the sale of certified products or are able to demonstrate their financial ownership of certified materials based on other documentation (such as internal transfer slips, contracts, or deeds).

Physical control occurs when the company may or may not legally own the product but takes physical possession at any point in the supply chain (acts as subcontracted company).

All parties in the supply chain that have legal ownership of certified products and perform at least one of the following activities shall be certified according to this standard:

- Selling or trading IFA-/CoC-certified products with a GLOBALG.A.P. claim on sales documents
- Packing and/or labeling products with GGN label visual elements
- Changing the composition of (e.g., processing, slaughtering, packing different batches and mixing product from different producers) or assigning a new identity to (repacking, relabeling, etc.) the products sold with the GLOBALG.A.P. claim.
- Selling bulk product with the GGN label visual elements (such parties include retail stores and restaurants commercializing bulk products with the GGN label visual elements)

Companies subcontracted to carry out the above activities without legal ownership of the product at any stage (physical control of the product only) are not required to be certified according to this standard, but it is recommended. In order for ACERTA to schedule audits at all relevant premises (subcontracted storage, labeling, processing sites, etc.), subcontracted activities that fall within the scope of the CoC certification shall be declared during registration or whenever a subcontractor or subcontracted activity is added. Subcontractors shall be audited by ACERTA according to the risk of misidentification, substitution, or dilution of certified products with noncertified products. Contractors that do not take ownership can choose to become certified if they wish; however, they shall not identify products as certified unless the legal owner of the products has CoC certification.

- Traders or brokers:

- Traders or brokers who trade (buy and sell) certified products, including producers who act as traders for certified products that are not grown on the farm and are purchased externally, shall be certified according to this standard.
- Traders' and brokers' sites shall be classified by ACERTA according to the risk of misidentification, substitution, or dilution of certified products with noncertified products.
- Traders and brokers who engage directly or via subcontractors in (re)processing, (re)packing, and/or (re)labeling of certified products, who engage directly or via subcontractors in storage and handling of bulk products (unpacked, unsealed, or unlabeled), or who engage in storage and handling of packed, but unlabeled products are classified as high-risk.
- Traders and brokers who engage directly or via subcontractors in cross-docking, storage and/or handling exclusively of products that are consumer-ready, packed, and tamperproof are classified as low-risk.
- Traders and brokers who take legal ownership but do not physically handle certified products are classified as low-risk.
- All traders and brokers shall be certified. Those classified as low risk (i.e., brokers, traders, and exporters that do not store, handle, or relabel the product and have no physical contact with it) are eligible for an administrative audit, which may be conducted remotely.

- Animal transport: Any subcontracted animal transport shall be covered under the slaughterhouse's GLOBALG.A.P. CoC certificate or under the trader's GLOBALG.A.P. CoC certificate.

In general, all producers/companies trading in unlabeled products and/or labeling/relabeling the product with the GGN and/or with the CoC Number and/or with the GGN label visual elements shall be certified according to this standard.

Production processes which are IFA-certified are beyond the scope of this standard. For example, it is not possible to certify a producer for growing and packing apples under both IFA and CoC standards. The traceability and segregation requirements for producers who engage in parallel ownership or parallel production of both certified and noncertified products are already included in the scope of the IFA certification; see Table 2 for examples. Note: In IFA version 6, parallel production (PP) and parallel ownership (PO) are collectively called parallel ownership (PO).

Own production of…	**Packing and sale of…**	**Applicable standard(s)** **Note:** PP: parallel production PO: parallel ownership
Certified apples	Own produced certified apples only	IFA for apples PP: no PO: no CoC: N/A
Certified and noncertified apples	Own produced certified and noncertified apples only	IFA for apples PP: yes PO: no CoC: N/A

Certified apples	Own produced certified apples + purchased certified apples	IFA for apples PP: no PO: no CoC: N/A
Certified apples	Own produced certified apples + purchased noncertified apples	IFA for apples PP: no PO: yes CoC: N/A
Certified and noncertified apples	Own produced certified and noncertified apples + purchased noncertified apples	IFA for apples PP: yes PO: yes CoC: N/A
Certified apples	Own produced certified apples + purchased certified oranges	IFA for apples PP: no PO: no CoC for oranges

Companies that trade in or handle products originating from certified companies or producers, but do not ever identify or sell these products as certified or with the GLOBALG.A.P. claim do not require CoC certification. In this case, the chain of custody is discontinued.

Retailers who purchase, handle, and sell certified products only in consumer-ready, tamperproof packaging to final consumers do not need CoC certification. Note: This includes wholesaler self-service stores' own distribution sites (e.g., wholesale cash and carry), except when the distribution center acts as a trader in the supply chain, i.e., selling products to other companies outside the retailer network.

Freight forwarders (including sea or air freight transportation) who do not have ownership of certified products are beyond the scope of this standard. Examples include companies that are responsible for preparation of shipping and export documents, booking cargo space, negotiating freight charges, freight consolidation, cargo insurance, customs clearance, and/or filing insurance claims.

1.7.2 General Registration Information

By registering with ACERTA, the applicant commits to complying with the obligations listed in the annex, including:

- Compliance with the certification requirements at all times
- Payment of the applicable fees established by the GLOBALG.A.P. Secretariat and by ACERTA.
- Communication to ACERTA of any registration data updates
- Compliance with the terms and conditions of the sublicense and certification agreement
- Compliance with the GGN label license agreement, when applicable.

The applicant, after completing the entire registration phase, receives a unique GLOBALG.A.P. Number (CoC number):

- The GLOBALG.A.P. Number (GGN) is a combination of the prefix "GGN" followed by a 13-digit number that does not include the GLOBALG.A.P. trademark and is unique to each producer and any other legal entity within the GLOBALG.A.P. System. The GGN identifies a registered or certified producer that produces and/or initially packages or processes the product.

- The Chain of Custody Number (CoC Number) is a combination of the prefix "CoC" followed by a 13-digit number that does not include the GLOBALG.A.P. trademark and is unique to each producer and any other legal entity within the GLOBALG.A.P. System. The CoC Number identifies the company registered or certified under the CoC Standard that handles, processes, stores or markets the certified product at the post-harvest stage.

The GGN and the CoC Number shall be used as a unique identifier for all GLOBALG.A.P. activities.

Any objective evidence indicating that the applicant has misused its GLOBALG.A.P. claim will lead to the exclusion of the applicant from the certification process for a period of 12 months from the moment the misuse is observed. Applicants will also be included in a list and the list will be reviewed before being registered in the database. Any case of misuse will be reported to GLOBALG.A.P. members.

Confidentiality, data use, and data release:

- During registration, applicants give written permission to the GLOBALG.A.P. Secretariat/FoodPLUS GmbH and ACERTA to use the registration data for internal processes and sanctioning procedures.
- All data in the GLOBALG.A.P. IT systems is available to the GLOBALG.A.P. Secretariat as well as the CB the company/producer is working with. This data can be used for internal processes and sanctioning procedures.

- The minimum and obligatory data release level is defined in the GLOBALG.A.P. data access rules available at www.globalgap.org.
- If an applicant does not agree to the minimum data release level, the applicant is not in agreement with the sublicense and certification agreement and cannot be certified.

An applicant producer/company:

- It is the individual company that applies for GLOBALG.A.P. CoC certification and once certified becomes the certificate holder. The applicant is legally responsible for the production, processing, packaging, marketing, transport, slaughtering and sales of GLOBALG.A.P. certified products.
- Is not permitted to register products in one scope (plants, livestock, or aquaculture) with different CBs, but may use different CBs for different scopes (e.g., it is possible to register apples/plants with one CB and salmon/aquaculture with another CB or both products with the same CB).
- It is not permitted to register the same scope (product) with different CBs.
- Is not permitted to register a site multiple times for the same scope.
- Is not permitted to register a site as belonging to different companies at the same time (i.e., a site belonging to or owned by one company cannot be registered as a separate and independent company again).
- Is not permitted to register sites in different countries with any CB. The GLOBALG.A.P. Secretariat may grant exceptions on a case-by-case basis or within NIGs (if made available).

1.7.3 New applicant

When ACERTA's Commercial Department notices the interest of a company/producer to be certified under the GLOBALG.A.P. Chain of Custody Standard, only certification under Option 1 individual certification can be applied for. The word company/producer refers to persons, firms, companies, individual producers, etc., who are legally responsible for the production processes and products.

The company/producer asks for basic information that will allow the budget to be drawn up afterwards.

Then, using ACERTA's computerised management system (SIG), the budget is drawn up, which must be reviewed by the Administration Management.

The quotation includes the costs of the certification process and a list of the aspects that make up these costs: processing of the application and management of the information in the GLOBALG.A.P. database, auditing and issuing of reports, evaluation of the dossier by the Certification Committee, and if it is carried out at the request of the client, also the cost of the pre-visit. In the quotation, reference is also made to the method of payment.

The applicant wishing to initiate certification sends the accepted quotation. The Technical Department includes the accepted quotation in the SIG and archives the document in the corresponding document file on the local server.

Once received, the Technical Department sends you the relevant documents:

- ***"Certification Request":*** document where all the necessary information covering all the information required by GLOBALG.A.P. is registered, including the GLOBALG.A.P. Certification Guideline*, the "Acceptance of the Data Access in the GLOBALG.A.P. Database" and the "Sublicense and Certification Agreement "*.

  ***** **"Certification Guideline"**: document describing the activities involved in the certification process. The applicant will be able to access the guide through the corresponding link in the certification application.
  ***** **"Sublicense and Certification Agreement"**: contract between the company/producer and ACERTA. It establishes the legal framework that allows obtaining the GLOBALG.A.P. CoC Certification.

- ***"Agreement"***: with the conditions that will regulate the commercial relationship between ACERTA and the company/producer applying for certification. The duration of the contract will be 1 year.

In order for the registration to be accepted, the applicant must submit to ACERTA all the necessary documents duly completed and signed.

When an applicant company, which has previously registered with a CB, applies for registration with ACERTA, such producer must communicate to ACERTA the existing GGN or CoC Number, which was previously assigned to it. Failure to do so will result for an individual producer in an extra cost of 100€ (EUROS) on top of the registration fee.

Certificate holders who have been sanctioned cannot change CBs until the outgoing CB lifts the corresponding non-conformity, or until the sanction period has ended.

The registration and acceptance process in the GLOBLAG.A.P. database must be completed before the audit can take place.

1.7.4 Processing of the Certification Request.

Upon receipt in the Technical Department of all documents relating to the application for certification:

- The Technical Department reviews the "Certification Request" document submitted by the client (including data related to supply chain identification, sites and company/producer identification; according to ANNEX I.2 GLOBALG.A.P. registration data requirements of the General Chain of Custody Standard).

- A folder is opened on the local server for each certification applicant, appropriately identified with the corresponding code to archive and keep the records in electronic format.

- Once the certification application has been reviewed, ACERTA will register the company/producer in the GLOBALG.A.P. database (if the company/producer is registering with ACERTA for the first time) and will accept the information provided in the application in the GLOBALG.A.P. database, always within a period not exceeding 28 calendar days, and will automatically send the certification applicant an email confirming the acceptance of the file by ACERTA and its corresponding GGN. If the company/producer has a GLN, it must communicate it and it must be used.

- ACERTA, in turn, will assign a registration number to each company/producer (only for customers registered with ACERTA for the first time).

The registration number (registration number) for company/producer, consists of the word ACERTA, followed by a four-digit number.

E.g.: ACERTA XXXX

The Technical Department registers the request in ACERTA's SIG system and will create the file code. The ACERTA file code is made up of the initials "CoC", the client code, the year in which the work is carried out for that client and the number of jobs carried out for that client in that year. This code is automatically assigned by the SIG:

E.g.: CoC.00344-23/001

Any objective evidence found, which indicates that the applicant has misused his application to GLOBALG.A.P., leads to the exclusion of the applicant from the certification process for a period of 12 months from the moment such misuse is observed. In addition, the applicant will be included in a list and the list will have to be checked before registration in the database. In addition, any case of misuse shall be reported to GLOBALG.A.P. members.

The GLOBALG.A.P. CoC registration costs will be generated once ACERTA registers and accepts the producers/companies in the GLOBALG.A.P. database. This admission leads to the invoicing of the registration fee. Only ACERTA can register and accept producers/companies in the GLOBALG.A.P. database.

1.7.5 Assessment of Certification request and issuance of Job Order

The GLOBALG.A.P. Operations Management or Scheme Manager or a qualified auditor approved by ACERTA plans the work using the SIG based on the review of the Certification Request. It assigns the audit team, determines the audit days required, defines the date range for the audits and communicates in writing to the auditor or audit team the assignment and the sampling to be carried out from the Job Order.

1.8 Audit

It may happen that between the initial **Request for Certification** and the performance of the audit, one or more alterations may occur during the process to be certified. If any changes occur with respect to the information initially registered, the company/producer will inform ACERTA to make the corresponding changes.

Once the assigned auditor receives the **Job Order**, he/she agrees on the date of the audit (via telephone, email...). For the preparation of the audit, the auditor will confirm that the correct information is available.

Once all aspects of the scope of the audit have been established, the auditor draws up the **Audit Plan** and sends it to the interested party and to ACERTA's Technical Department. In the event of disagreement with any aspect, the interested party may notify this within 3 days of the communication. In this case, the auditor or the Technical Department and the applicant shall reach an agreement and a new **Audit Plan** shall be drawn up.

The auditor shall communicate to the Technical Department any information found during the audit that has not been correctly reflected in the **Certification Request** or in the **Job Order**.

If, on the day of the audit, the auditor considers that it would be appropriate to make a change for a justifiable reason that has not been

correctly reflected in the Application, he/she may do so after notifying Acerta Head Office and under the criteria specified in chapter 2: Audit Methodology of the Control Programme.

Once the scope of the audit, in particular the number of companies and processes included in the supply chain, has been definitively defined, the client is invoiced the amount corresponding to the GLOBALG.A.P. registration fees.

1.8.1 Audit timing

The ACERTA audit will have to be conducted at a time when relevant handling, processing, storage and/or activities are taking place.

The audit dates shall allow ACERTA to ensure that all products, even those not present at the time of the audit, are managed in accordance with the requirements of the certification.

Audits in the off-season or when activities are at a minimum should be avoided.

- **Self-assessments:**

- Cover all sites, products, and processes under the certification scope and comply with the requirements set in the applicable control points.
- Be carried out under the responsibility of the applicant/certified company.
  Be carried out before the initial CB audit and thereafter at least annually before the announced subsequent CB audits against the complete checklist of all relevant scope(s) and registered sites, with the completed checklist available on the site for review at all times.
- Involve recording comments, evidence, corrective actions, and positive findings for each control point during the self-assessment.

- **Initial (first) audits:**

The methodology for conducting these audits is explained in Chapter 2 of ACERTA's Control Programme.

- This section applies to any applicants seeking GLOBALG.A.P. certification for the first time, to already certified entities changing from one CB to another, and to already certified entities who want to add new types of process to their GLOBALG.A.P. CoC certificate.
- No audits can take place until ACERTA has accepted the applicant's registration.
- In an initial CB audit, each process for the products to be sold as certified shall be completely audited (all applicable control points shall be verified) prior to issuing the GLOBALG.A.P. CoC certificate.
- Where the applicant has not yet started to trade in certified products, the system shall be demonstrated by examples, mock tests, etc.
- The applicant shall have records either from the registration date onwards or for at least three months before the first CB audits takes place, and the CB shall audit these records.

- **Subsequent CB audits:**

The certified company must **re-register annually before the expiry date** of its certificate.

To this end, 6 months before the expiry date, the Technical Dept. informs the certificate holder (or the corresponding delegation) that the certification maintenance activities must be carried out, by sending the following documents:

- Quotation
- Certification request
- Agreemetn

If a certificate has expired more than 12 months ago, ACERTA shall apply the rules for an initial audit.

If an already registered company/producer changes CB or requests the services of a new CB, this will not be considered as an initial audit but as a renewal Audit.

The methodology for conducting these audits is explained in Chapter 2 of ACERTA's Control Programme.

1.8.2 Remote audits.

Intermediaries, traders and exporters who do not store, handle or relabel the product **(no physical contact),** may be audited remotely.

- A remote CB audit may be conducted via video conference.

- The remote CB audit shall follow the same basic structure as a normal CB audit (i.e., opening meeting, interview, and closing meeting).
- The CB auditor shall confirm the identity of the auditee.
- Remote CB auditing via email exchange is not permitted. There shall be two-way verbal communication between the CB auditor and the auditee.
- A qualified CB auditor shall use the same checklist as in on-site CB audits.
- The CB auditor shall send an audit plan before the CB audit.
- The remote CB audit may be split into several sessions. At the end of the session(s), the auditor shall send a report summarizing all findings to the auditee for written confirmation and acknowledgement. Receipt of the report shall be documented.
- General confidentiality rules apply to ACERTA concerning all the information/evidence used for the CB audit.

1.8.3 Subcontractors

A subcontractor can be defined as a person or company that does an activity on behalf of another person or company, while the latter remains responsible for the product. The organization may outsource activities within the scope of its certificate to contractors with and/or without CoC certification.
Activities that are subject to outsourcing agreements are those included in the scope of the organization's GLOBALG.A.P. CoC certificate, such as purchase, processing, packing, storage, labelling, and invoicing of products.

1.8.3.1 Subcontractors with a valid GLOBALG.A.P. certificate for CoC, PHA or IFA.

If a subcontractor of the GLOBALG.A.P. certificate holder for CoC also holds an own GLOBALG.A.P. certificate for CoC, PHA, or IFA for the same product included on the subcontracted activity, the company shall ensure that their subcontractor's GLOBALG.A.P. certificate for CoC, PHA, or IFA is valid and covers all relevant scopes and activities. ACERTA does not need to audit each subcontracted site, but can accept the subcontractor's CoC, PHA, or IFA certificate and validate its scope and validity.

1.8.3.2 Subcontractors without a valid GLOBALG.A.P. certificate for CoC, PHA or IFA.

- Subcontractors shall be included in the certificate holder's GLOBALG.A.P. CoC certificate.
- The CoC certificate holder is responsible for monitoring the control points applicable to subcontractor activities covered in the CoC standard, by checking and signing the subcontractor(s)'s assessment for each task and process/activity contracted.
- As part of the self-assessment, the CoC certificate holder shall assess its subcontractor(s) and keep records or evidence of compliance with the applicable control points. This evidence shall be made available to the company during external audits, internal on-site or off-site assessment, in accordance with the risk as defined in point 1.8.3.3
- The subcontractor(s) shall agree that CoC-approved CBs are allowed to verify the assessments through on-site audit.

1.8.3.3 Subcontractor CB audit – CB rules for subcontractors.

ACERTA shall audit subcontractors according to the risk related to misidentification, substitution or dilution of certified products with non-certified products.

- Subcontractors that engage in (re)processing, (re)packing, and/or (re)labeling of certified products, that engage in storage and handling of bulk products (unpacked, unsealed, or unlabeled), or that engage directly in storage and handling of packed but unlabeled products are classified as **high-risk** (processing or packing activity, labeling, a warehouse where unpacked or unlabeled products are stored, etc.).

- Subcontractors that engage in storage and handling of packed, sealed, and labeled products with minimal risk of product mixing or identity modification are classified as **low risk** (cross-docking activities, loading and unloading of packed and labeled products, a warehouse where only packed and labeled products are stored, etc.).

- If the subcontractors do not have a CB audit in the form of an own GLOBALG.A.P. certificate for CoC, PHA, or IFA, the CB shall conduct risk-based sampling audits of the subcontractors (on-site CB audit). Subcontractors with high-risk processes related to the scope of CoC ((re)packing, (re)labeling, any type of (re)processing, etc.) shall be audited by ACERTA every year. This does not apply to those units, locations, or sites that belong to the CoC-certified company (i.e., are part of the same legal entity as the CoC-certified company). Those units shall be audited by ACERTA and do not receive their own CoC certification.

- Subcontractors with low-risk processes (related to the scope of CoC) do not need to be audited every year by ACERTA. The certified company shall maintain a constantly updated list of the subcontractors classified as low-risk and shall immediately inform ACERTA of any changes to that list.

  ACERTA will have the list of existing subcontractors and the operations carried out by each subcontractor available through the

information declared by the client in the registration document "request for certification".

ACERTA will assess the risk of each subcontractor based on the operations being carried out and will document this classification in the job order.

To assess whether it is not necessary to perform the annual site visit to all low risk subcontracted sites, the document "GG CoC Subcontractor Risk Assessment" shall be used. This assessment must be carried out during the review of the registration documents and prior to the issuance of the annual renewal audit job order and must be carried out by a person who is approved as a CoC auditor or technical reviewer.

ACERTA checks the list of the approved subcontractors during the annual subsequent audit, and if there are any doubts, ACERTA may decide to verify the subcontractors through on-site CB audits.

- The GLOBALG.A.P. Integrity Program and the CB reserve the right to randomly check and audit these units.

1.8.3.4 Subcontracted transport

Subcontractors merely providing transport of products legally belonging to the certificate holder, along with proof that no modification at product and packaging level has occurred, shall be recorded under the subcontracting parties of the certificate holder. Transport subcontractors do not need to implement CoC requirements. A statement from the transport subcontractor(s) that the transported product is not modified at any time shall be kept along with relevant subcontractor records.

Storage sites can be included on the transport exemption where they constitute stopping places as part of transportation or logistic activities. However, if an organization contracts a service provider to store products that have not yet been sold to a customer, this is considered as an extension of the storage site of the organization and is therefore subject to subcontractor risk classification.

1.8.4 Audit development

The certification audit will start with an initial meeting where the audit team and company representatives will be introduced and the methodology to be followed during the audit will be presented.

During the audit, the audit shall proceed in accordance with the Programme defined by GLOBALG.A.P. CoC.

The audit will end with a closing meeting in which the audit team will inform the company representative of the conclusions of the audit, identifying all the requirements in which non-compliances have been found (differentiating between Major, Minor and Recommended).

Control points and compliance criteria consist of three categories: Major Musts, Minor Musts, and Recommendations. To obtain CoC certification, the following are required:

- **Major Musts:** 100% compliance with all applicable Major Must control points is compulsory.
- **Minor Musts:** The current CoC CPCCs have only two Minor Must control points (applicable to aquaculture).
  The company is allowed to fail one Minor Must control point and still achieve certification, provided that all Major Musts are complied with.
- **Recommendations:** no minimum percentage of compliance.

Comments, evidence, positive findings, negative findings, corrective actions, and/or corrections shall be recorded for all control points. This is obligatory for self-assessments as well as CB audits.

In a multisite operation, the compliance level is calculated in one checklist for the entire operation. Any applicable control points common to all sites (such as a packhouse) shall be taken into account for all sites

1.8.5 Documents.

En el desarrollo de la auditoría se deberán utilizar los siguientes documentos

1. ***Audit report:*** (Cover/ CoC Checklist): The auditor shall use the revision currently approved by GLOBALG.A.P., included in the file "GG CoC Audit Report" (hereinafter referred to as Audit Report). The auditor shall perform a traceability test.

2. ***Final audit findings:*** At the end of the audit, the auditor will print the "Preliminary Audit Results" sheet (Results of the file Audit Report) and the company representative, and the auditor will sign the conclusions of the audit as evidence of the completion of the audit and a copy will be left with the client with the non-compliances detected. A copy will be sent in electronic format to ACERTA.

3. ***<u>Corrective Actions Plan</u> (CA PLAN):*** Each non-compliance will be reflected together with the auditor's comment in a Corrective Action Plan - a table that is part of the file Audit Report (CA PLAN) - and a copy of the table will be left with the company/producer in order to facilitate the implementation of corrective actions (if necessary). This document shall indicate whether the non-compliances detected represent a non-conformity.

1.8.6 <u>Deadlines.</u>

The deadlines for the closure of non-conformities shall be:

I. In the event of non-compliance leading to non-conformity:

The audited company will then have to prepare and submit a proposal for corrective actions including a description of the measures to be taken to remedy the non-conformity, the expected timeframe for implementation and the person responsible, as well as the evidence proving the implementation and, if applicable, also the effectiveness of these measures. For this purpose, it has a time limit of:

1. <u>For initial audits:</u>
- This section concerns the producer registering for GLOBALG.A.P. CoC Certification for the first time.
- A maximum of 28 days from the last day of the audit date.
- If a company does not comply with 100% of the Major Obligations checkpoints and/or 95% of the Minor Obligations checkpoints within 28 days of an initial audit, an "open non-conformance" status is established in the GLOBALG.A.P. Database.
- If the cause of the warning is not resolved within three (3) months, a full re-audit of the site must be carried out before the certificate can be issued.

2. <u>For subsequent audits:</u>
- A maximum of 28 days from the last day of the audit date.
- If after 28 calendar days from the audit no corrective actions have been submitted, ACERTA will set the status "Product Suspension" in GLOBALG.A.P. database.
- If a non-conformity is identified during the review of the report (and not during the audit), the 28 days shall be counted from the date on which the non-conformity was communicated to the company.

If the non-conformity relates to a Major, contractual or General Requirements Obligation, the period granted for closure - before suspension is applied - will be decided between the audit team that has carried out the visit and the Operations Manager or Scheme Manager. The period granted to the company/producer to remedy non-conformities shall not exceed 28 days and depending on the seriousness in terms of: worker, environmental and consumer safety it may be less, with no period being granted when there is a serious threat to human, environmental and consumer safety (in which case an immediate suspension shall be applied). This decision shall be communicated by means of an official warning letter.

If corrective actions are not sent within the deadlines, ACERTA will apply the sanction according to the situation.

In the event that the non-compliances result in a non-conformity, the auditor must send all documentation to the Technical Dept. as soon as the non-conformity is closed in the CA Plan, within 28 days (or 3 months in the case of initials that have raised a status of "open non-conformity") from the audit.

The assessment of corrective actions shall take into consideration the adequacy of the measures to resolve non-conformities, their degree of implementation and their effectiveness. This may require further auditing, testing, etc., which will be determined by the Operations Management or Scheme Manager.

In this case, the client is informed of the need for a new audit, the scope of the audit and may be required to agree in writing to the additional costs to be incurred, which will also be provided in writing. Once this has been accepted by the client, the Administration Management issues the corresponding invoice and sends it to the client.

II. In the event that the non- compliance does not amount to a non-conformity:

The company/producer may decide whether it wishes to propose and close the non-compliance detected, by submitting a proposal for corrective actions including a description of the measures being taken to remedy the non- compliance, the expected timeframe for implementation and the person responsible, as well as the evidence proving the implementation and, where appropriate, also the effectiveness of these measures.

In this case, the evidence shall be sent to the auditor **<u>within 7 calendar days</u>** after the audit at the latest.

In case the non-compliances do not lead to a non-conformity, the auditor must send all documentation to the Technical Department within a period not exceeding 1 week if the audited company decides not to propose corrective actions and 2 weeks if the audited company decides

to propose corrective actions.

In both cases, based on the conclusions obtained from the assessment of the corrective action proposals provided by the company, the auditor prepares the **"Corrective Action Plan Report"** - format included in the file Audit Report (**CA PLAN**) - which includes the table of the Corrective Action Plan presented by the company, reflecting the review by the auditor of each corrective action, the final result or level of compliance and the recommendation or non-recommendation for certification.

The auditor in charge of a report is responsible for sending all related documentation to the Technical Dept. electronically: Audit reports, Traceability Test, Final audit conclusions, CA Plan Assessment Report and evidence of implementation provided by the company (where applicable).

1.9 Certification decision

Upon completion of the full audit and resolution of deviations within the applicable deadlines, ACERTA will make a certification decision.

Following a favourable decision, a Certificate of Conformity will be issued.

During the certification process, the auditor can detect both non-compliances and non-conformities of the checklist checkpoints:

- **Non-compliance** (with a control point): A CoC control point in the checklist is not fulfilled according to the compliance criteria.
- **Non-conformance** (to the CoC certification rules): A CoC rule that is necessary for obtaining the GLOBALG.A.P. CoC certificate is infringed (e.g., non-compliance with one or more Major Must or more than one Minor Must control point).
- **Contractual non-conformance:** breach of any of the GLOBALG.A.P. related agreements signed in the contract between the CB and the company.

All reports made will be filed in the corresponding file folder in electronic format, being a responsibility of the Technical Department.

In order to make the decision on certification, the person responsible for certification, according to the decision-making structure set out in the quality procedure "Evaluation of results", shall take into account what is described in chapter 3: Assessment Criteria of the Control Programme.

To initiate the decision-making process, the Technical Department is responsible for submitting the documentation to be evaluated, which includes at least: **Certification Application, Audit Report, Final Audit Conclusions, CA Plan Assessment Report and evidence** of implementation provided by the company.

The Technical Department will be responsible for the file and for ensuring that the process is completed, providing the person in charge of the Decision with all the documentation necessary to do so.

The decision on the file shall not be delayed for more than 28 calendar days after the CA Plan has been closed or 28 calendar days in case the non-compliances detected do not amount to a non-conformity.

1.10 Decision notification and certificate of conformity

1.10.1 Favourable decision

As soon as the decision on the file is favourable, according to chapter 3: Assessment Criteria of the Monitoring Programme, the Technical Dept. will update the data in the GLOBALG.A.P. database.

The Technical Dept. will issue the **Certificate of Conformity** and the **Technical Annex** to the holder, including all the information required by the Regulations in force and according to the information available in the GLOBALG.A.P. database, and will send it once the payment of the corresponding invoice has been verified. If the payment has not been confirmed at the time of issue, the Technical Department will inform the company/producer about the favourable decision and will send the Certificate as soon as the payment of the invoice is confirmed. In addition, the interested party is provided with a guide to the use of the ACERTA product label.
The dates of the certificate issued shall be as follows:

I. Valid from:

Initial certification: The initial date of validity is the date on which the CB makes its final certification decision
Subsequents certifications: The “valid from” date for subsequent certificates issued shall be one year from the “valid from” date of the original certificate unless the certification decision is made after the expiration of the previous certificate. In this case, the “valid from” date shall coincide with the date of the new certification decision.

II. Valid to:

Initial certification: calculated by “valid from” date plus one year minus one day. ACERTA may shorten the certification cycle and the validity but cannot prolong it.
Subsequents certifications: The validity date for subsequent certificates issued shall always be calculated from the “valid from” date on the original certificate.

If a certificate that has not been extended or re-accepted expires and the subsequent audit - conducted by the same CB - is to be carried out within 12 months after the expiry date, a new certification cycle should be started. By setting the same "valid until" date, the previous cycle can be reinstated.

(ACERTA will apply the rules for an initial - first - audit, in case the certificate has been expired for more than 12 months).

The cycle remains the same if there was an extension of the certificate.

III. Further considerations

ACERTA or its subcontracted parties may issue communications beyond certificates regarding the status of the company/producer - registered, audited, etc. - as long as it is clear that it is not a certificate and contains the sentence: The current GLOBALG.A.P. status of the company/producer is always listed at: www.GLOBALG.A.P..org/search.

1.10.2 Negative decisions

In the event of a negative decision, the applicant may choose either to notify his disagreement within 1 month of receiving the notification, or to request an extraordinary audit to be carried out within a period not exceeding six months, subject to acceptance of the additional costs to be incurred for this purpose.

In the event that the interested party disagrees with the decision, the Technical Department will provide him/her with the Appeal form. Once this is received at ACERTA, duly completed, the appeals procedure described in the quality procedure "Appeals, complaints and disputes" is triggered.

1.11 Follow-up audits/extension of the scope of certification

The scope of the certificate, and the processes and products covered, may be changed during the lifetime of the certificate.

The certified company shall inform ACERTA of any changes affecting the scope of the CoC certificate. This may include adding or removing new processes, products, scopes and locations.

The certified company shall carry out a self-assessment that takes into account these changes.

ACERTA shall evaluate the changes and decide whether or not a new site audit should be carried out. The methodology for conducting these audits is explained in Chapter 2 of ACERTA's Monitoring Programme. The rules for initial audits would apply.

1.12 Complementary audits

These audits are carried out to assess the implementation and/or effectiveness of effective corrective actions concerning non-conformities for which there is no substantial evidence or in those cases where the number of deviations detected is so high that a further visit is necessary to verify on-site the proper implementation of corrective actions.

The methodology for conducting these audits is explained in Chapter 2 of ACERTA's CoC Control Programme.

1.13 Unannounced audits

ACERTA will perform unannounced audits during the period of validity of the certificate to 10% of companies/producers certified under OPTION I and OPTION I multisite.

The methodology for conducting these audits is explained in Chapter 2 of ACERTA's Control Programme.

In the case of a favourable opinion on unannounced audits, ACERTA will send the auditee a letter of conformity with the certification issued.

1.14 Extension of the scope of certification

Extensions are possible during the validity cycle of a certificate, but always after a favourable opinion by ACERTA, based on an on-site audit or a documentary study, as the case may be. This decision will be taken by the Operations Manager.

The decision will depend on the type of extension and the existing risk. The existing risk will depend on several aspects: types of processes in the extension, whether it is a new company/producer already audited before, etc. (see section 2.3.2.- Certification/ Renewal Audit (announced audit).

The conditions for extensions of the scope of certification are as follows:

- The scope of the certificate, and the processes and products covered, may be changed during the life of the certificate.
- The certified company shall inform ACERTA of any changes affecting the scope of the CoC certificate. This may include adding or removing new processes, products, scopes and locations.
- The certified company shall carry out a self-assessment that takes into account these changes.
- ACERTA must evaluate the changes and decide whether or not a new audit should be carried out on the farm. ACERTA must record the changes and, if necessary, update the database and re-issue the certificate.

1.15 Extension of the certificate validity

The default certification cycle of 12 months may be extended for a maximum period of 4 months, but only under the following conditions:

- The product is reaccepted in the GLOBALG.A.P. IT systems for a full next cycle within the original validity period of the certificate.
- The full registration fee shall be paid for the next cycle.
- The certified company shall be reaudited by a CB during that extension period.

Here are the only reasons that are considered valid:

- ACERTA wants to schedule the on-site audit after the certificate has expired, to observe a certain part of the process, because it has not been seen in the previous audit, because it is considered a high risk in terms of process traceability or to be able to see a new process or a new particular member of a company/producer.
- ACERTA needs to be able to extend some certificates due to resource constraints.
- ACERTA could not perform the audit on site and/or the company/producer could not receive the audit from ACERTA due to circumstances beyond its control (force majeure), e.g., natural disaster, political instability of the region, epidemic or unavailability of the company/producer due to medical reasons.

The company/producer cannot change the CB in the cycle after the one for which the extension was granted. The cycle remains the same if there was an extension of the certificate.

If a certificate expires without being extended or re-accepted and the subsequent audit takes place less than 12 months after the expiry date, a valid justification for the expiry of the certificate must be provided and a new certification cycle will be initiated. Acerta may reinstate the old certification cycle by setting the same "valid until" date with reference to the old certification cycle. The cycle cannot be changed if the certificate was extended and a product was re-accepted during the old certification cycle.

Acerta shall apply the rules for the initial (first) audit if the certificate remains out of date for more than 12 months.

1.16 Transfer between Certification Bodies

The transfer between CBs takes place when a company/producer registered in the GLOBALG.A.P. database changes from another Certification Body to ACERTA.

ACERTA will only accept company/producers already registered in the GLOBALG.A.P. database, who are not already sanctioned. The company/producers that do not fall into this category must resolve the pending sanction before they can be transferred. In addition, in order to accept the transfer, the company/producer must have signed the Sublicensing and Certification Agreement with ACERTA.

ACERTA will always keep the original CoC number (GLOBALG.A.P. number for the chain of custody) of the transferred company/producer.

In case a company/producer is changing Certification Body, it must communicate to ACERTA the CoC number (GLOBALG.A.P. number for the chain of custody) or the previous Registration number(s) of the previous Certification Body or any other previous one to which it was registered

within the GLOBALG.A.P. Program. In case the client does not include this information in the application, GLOBALG.A.P. will apply a surcharge on the registration fee of 300 euros in the case of, which will be charged to the company/producer, on top of the registration fee.

A certificate cannot be transferred from one holder to another when sites change legal entity or owner. In this case a renewal audit is required. The new legal entity must receive a new CoC number.

1.16.1 Transfer of company/producer

In this type of transfer, the company/producer changes Certification Body when its certificate has already expired, provided that there is no binding service contract between the company/producer and the previous Certification Body. The company/producer will request certification for the next cycle from ACERTA. It does not necessarily have to wait for the end of its certificate to apply for certification from ACERTA.

The Operations Manager or Scheme Manager or the Technical Dept. will perform a pre-transfer certification review of the potential client against the database and the documentation provided.

Minimum requirements to be reviewed:

- Firstly, a **search of the GLOBALG.A.P. database** will be carried out in order to verify the current status of the company/producer and of the certificate-authenticity, duration and scope of activities covered and that it corresponds to the sites to be transferred.
- If the company/producer has a **sanction** applied by the previous Certification Body, which has not yet been resolved. In cases where sanctions are still pending, the sanction must be resolved and approved by the previous Certification Body prior to any transfer of the company/producer to ACERTA.
- If there are still **outstanding contractual** commitments with the previous Certification Body, which prevent the proper transfer.
- Consideration shall be given to the latest evaluation or reassessment reports, subsequent surveillance reports and any resulting non-conformities. Such consideration should include any other relevant documentation available about the certification process, e.g. handwritten notes, checklist, complaints received and actions taken, etc.

Two cases may occur:

a) Finished certificate:

If the date of acceptance (when the Sublicensing and Certification Agreement is signed) and the ACERTA Audit Date are AFTER the expiry date of the certificate of the previous Certification Body, there will be a period of time during which the company/producer will not have a valid certificate.

If the certificate with the other CB has been terminated when the applicant registers with ACERTA, the audit to be performed by ACERTA will be considered as initial (see point 1.10.1 First time initial audits).

b) Valid certificate:

If the date of acceptance (when the Sublicensing and Certification Agreement is signed) and the ACERTA Audit Date are PRIOR to the expiry date of the certificate of the previous Certification Body, the certification decision will only take effect when the certificate has expired. In this case, the certification cycle of the company/producer will remain the same. If during the validity period of the certificate issued by the outgoing CB, ACERTA detects non-conformities that are not solved within 28 days, ACERTA must inform GLOBALG.A.P. about them so that the appropriate measures can be taken.

If the company/producer has a valid certificate with the other CB when the applicant registers with ACERTA: the audit to be carried out by ACERTA will be considered as a renewal (see point 1.10.1).

1.17 Complaints, Appeals and Litigations

For the purposes of this document, the following definitions are established:

COMPLAINT: An action taken by an applicant or certification holder, or by an interested third party, expressing in writing their disagreement with the way ACERTA has acted during the evaluation processes.

APPEAL: This is the action taken by an applicant or certification holder, by which he/she complains in writing against the decision taken by ACERTA in relation to the evaluation process that affects him/her. It may be due to discrepancies in the scope or

because the certificate has been denied, suspended, or cancelled.

LITIGATIONS: This is the discussion established through judicial or extrajudicial channels between ACERTA and the applicants, certificate holders or former certificate holders, regarding a disagreement in the resolution of appeals, or for other causes that exceed the entity's capacity to resolve them.

Complaints: Any natural or legal person may lodge a complaint against ACERTA. Complaints may be communicated through formal channels; this is through the form available to the public on the ACERTA's website. If someone tries to make a complaint verbally or by a written means other than the above-mentioned, they will be asked to do so through the indicated channel so that the complaint is recorded, and the information is not misrepresented when it is transferred between people outside the entity.

This information is sent to ACERTA's General Management, who will designate the person who will contact the claimant to acknowledge receipt and clarify any doubts that may arise in this regard.

ACERTA will try to inform the interested party of the decisions taken within a maximum of 10 working days from receipt of the complaint.

Appeals: Any customer or applicant for certification may lodge an appeal against decisions taken by ACERTA.
All appeals must be managed using the form available to the public on ACERTA's website. Appeals will be finalised within 30 calendar days from the date of receipt. Once the detailed and thorough appeal investigation process has been completed, a final response will be communicated in writing.

Litigations: For the resolution of litigations that may arise from certification activity or any other disputes that relate to ACERTA with another party, the resolution of any discrepancies shall be governed by the provisions set forth in the certification agreement.

Note: Notification of changes to certification requirements is made through the ACERTA website: www.acerta-cert.com

2. EVALUATION CRITERIA.

2.1 Non- compliances and non-conformities

3.1.1 Non-compliance (of a control point).

A GLOBALG.A.P. control point in the checklist is not met, according to the compliance criteria.

Comments on all control points found to be non-compliant during audits should be noted in the audit report. The calculation demonstrating compliance should always be available after an audit.

3.1.2 Non-conformities.

Non-conformity: Situation in which a GLOBALG.A.P. rule required for obtaining the CoC certificate is violated.

I. Major Musts Non-conformities.

- Not 100% of all applicable control points that constitute Major obligations are met.

II. Minor Musts Non-conformities.

- **95%** of all applicable control points that constitute **Minor obligations are not met.**
- The current Control Points and Compliance Criteria of the CoC Standard have only 2 Minor Obligations in the Aquaculture part. The company is only allowed to fail one Minor Obligation in order to obtain certification, provided that all Major Obligations are fulfilled.
- Corrective actions shall include all company/producers/sites registered for certification that may be affected by the same error/problem; not only those that were audited by ACERTA.

ACERTA will apply the corresponding sanction.

3.1.3 Non-conformities due to contractual issues.

Contractual non-compliance: Infringing any agreement signed in the contracts between ACERTA and the company/producer regarding GLOBALG.A.P. issues.

ACERTA may impose the appropriate penalty on all products.

Examples: marketing a product that does not comply with legal requirements; false communication by the company/producer about GLOBALG.A.P. certification; misuse of the GLOBALG.A.P. trademark; non-compliance with payments agreed in the contractual conditions; etc

3.1.4 Burden of proof

In case the GLOBALG.A.P. Secretariat receives information that may have an impact on the GLOBALG.A.P. claim (e.g. mislabelling, false claims, MRL exceeded, microbial contamination, etc.) from a GLOBALG.A.P. certified entity, it is the responsibility of ACERTA to refute the information by verifying and providing evidence of compliance with the GLOBALG.A.P. CoC standard.

In such cases:

- If ACERTA conducts the investigation, the GLOBALG.A.P. Secretariat will be informed of the results and actions taken; or
  If the retailer or product owner conducts its own investigation, it will inform the GLOBALG.A.P. Secretariat of the results; the GLOBALG.A.P. Secretariat will in turn inform ACERTA so that it can take the necessary measures. GLOBALG.A.P. will allow ACERTA a specified period of time to do this. If ACERTA considers that the evidence provided by the legal entity is not sufficient, it will issue a sanction and follow the usual sanctioning procedures as indicated in this document.

The company shall have full traceability in place, including mass balance, segregation and any other documents necessary to verify and review the case. If testing includes laboratory analysis, accredited laboratories (ISO 17025) and independent sampling shall be included.

3.1.5 Closure of non-conformities

All corrections and corrective actions shall be evaluated, and it shall be clarified whether the actions and evidence presented are sufficient to close the non-conformity.

Evidence of the resolution of non-conformities may be presented through documented evidence and/or photographic evidence, whichever is more appropriate. The evidence shall be archived and made available upon request to GLOBALG.A.P.

There may be occasions when a further site visit may be required to verify the resolution of the non-conformity. If this is necessary, a charge may be incurred.

Appropriate corrective actions must be completed so that the company/producers and/or sites can achieve the required level of approval before a certificate can be issued to the company/producer.

Lifting of a sanction: a sanction will not expire together with the cycle but will remain associated with the GGN/CoC number until such time as the non-conformity is resolved.

The assessment of corrective actions shall take into consideration the adequacy of the measures to address non-conformities, their degree of implementation and their effectiveness. This may require further audits, which will be determined by the Operations Management or Scheme Manager.

In this case, the client is informed of the need for a new audit, the scope of the audit and may be required to agree in writing to the additional costs to be incurred, which will also be provided in writing. Once this has been accepted by the client, the Administration Management issues the corresponding invoice and sends it to the client.

3.2 Decision making

The person making the certification decision shall meet the auditor qualifications as set out in Annex III.2 - for the scope of the certificate to be issued. Where the certification decision relates to Option 1, the CB shall also have this person meet the auditor qualification.

The decision on the dossier shall not be delayed more than **28 calendar days** after the closure of the CA Plan or 28 calendar days after the audit in case the detected non-conformities do not lead to a non-conformity.

The evaluation of the results of the certification process of a dossier, both in the case of individual company/producer Option 1 and MultiSite Option 1, will be done by a review of the dossier documentation:

- **Certification request**
- **Audit Report**
- **Preliminary audit results**
- **Corrective Action Plan Assessment Report and evidence provided (if necessary).**

In order to consider proposals for corrective actions as valid, the type of non-conformity shall be taken into account:

- In the case of a **"Major" non-conformity,** corrective actions must be proposed, implemented and their effectiveness clearly demonstrated.
  In the case of a **"Minor" non-conformity** all corrective actions must be proposed, implemented and clearly demonstrated to be effective, in order to have a compliance of ≥95%.

Comments should be provided in the Audit Report for all non-compliances with Major and Minor Obligations, including the reason for the deviation, and for non-applicable Major and Minor requirements. In addition, comments should be provided for all Major requirements.

3.2.1 Level of compliance

The control points to be taken into account for calculating compliance with Major and Minor requirements depend on the product and the scope of certification. The percentage of compliance shall be calculated taking into account all the control points applicable to each product and to each site.

The percentage of compliance shall be calculated on the basis of the formula specified in the GLOBALG.A.P. General Rules Part I (6.2.).

In a multi-site company/producer, the level of compliance is calculated for the whole operation following a single checklist. Any applicable control point common to all sites has to be considered for all sites. Any applicable control points common to all sites - e.g. a packaging plant - needs to be considered for all sites.

Control points that are applicable to several locations, companies/producers or products shall be taken into consideration and calculated for each audit of those locations, companies/producers or products to which they apply.

3.2.2 Favourable decision.

In order for the decision to be favourable to the granting of certification, the following must be met:

- 100% of the "MAJOR" checkpoints are met.
- At least 95% of the "MINOR" control points are met.
- Recommended: There is no minimum percentage of compliance.

In addition, the company/producer shall comply with the signed agreements - GLOBALG.A.P. Sublicensing Agreement and Service Agreement with ACERTA in their current versions - and with the requirements defined in the General Regulation in its current version.

The assessment criteria to be used for follow-up audits, follow-up audits and unannounced audits carried out during the maintenance of certification are the same as those used for certification/renewal audits of the certification process.

3.2.3 Non-favourable Decision.

The certification decision will be unfavourable if any of the conditions are not met. In this case, a corresponding sanction will be applied.

3.3 Santions.

Three types of sanctions are established: **Warning, Suspension and Cancellation**.

- When a non-conformity is detected, ACERTA shall impose a sanction.
- The company/producers will not be able to change COs until the non-conformity that led to the sanction has been satisfactorily closed.
- ONLY ACERTA has the right to close it, provided that clear evidence of corrective action - either through a follow-up visit or other written or visual evidence - is submitted in time.

3.3.1 Warning

A Warning is issued in case of detection of non-conformities.

f a non-conformity is detected during the audit, a warning will be raised at the end of the audit (in the final results). This warning is provisional and can be cancelled by the GLOBALG.A.P. Operations or Scheme Manager.

The time allowed for the correction of the non-conformities detected during the audit are those established in the section "1.10.6.- Deadlines" of the GLOBALG.A.P. Control programme.

For non-conformities detected at a time other than during the audit, ACERTA will establish the deadline as considered in each case depending on the type and seriousness of the non-conformity detected.

If the cause of the warning is not resolved within the set period, the company/producer will be sanctioned with a suspension.

3.3.2 Suspension.

ACERTA will apply a suspension when the certificate holder has not submitted corrective actions within the established deadlines or when there are unresolved Non-Conformities after the Warning deadlines have been exceeded.

A scope cannot be partially suspended if we are talking about an individual company/producer - either single or multiple sites - therefore the scope must be suspended in its entirety.

ACERTA may lift company/producer suspensions (Option I and Option 1 Multisite) issued by ACERTA.

An immediate suspension must be issued when a serious threat to food safety, worker safety, the environment, consumers and/or product integrity (e.g., sale of non-certified products as if they were certified) is established.

After the suspension has been applied, ACERTA, or company/producers will set the period allowed for resolution. This period shall be, at the most (no more than 12 months)

During all this time (period of the suspension), the company/producer will not be able to use the GLOBALG.A.P. logo/trademark, nor the License/certificate or any other document that has any relation with GLOBALG.A.P.

ACERTA may lift the Suspension, after receiving sufficient evidence and in time for corrective action (either through a supplementary

audit, the costs of which will be borne by the company/producer, or through the submission of written or visual evidence).

If the cause of the Suspension is not resolved within the time limit, the certificate and the company/producer will be sanctioned with a cancellation.

The suspension remains in place until ACERTA lifts it or imposes a cancellation.

a) Self-declared suspension by the company/producer.

A company/producer may voluntarily request ACERTA to suspend one or more of its domain(s) unless ACERTA has established a sanction.

This suspension will not delay the renewal date, nor does it allow the company/producer to avoid paying registration and other applicable fees.

The applicant itself sets the deadline for resolving the non-compliance in agreement with ACERTA, but the non-compliance must be resolved before ACERTA can lift the suspension.

In the GLOBALG.A.P. database the product status must be set as "self-declared suspension" for the relevant products.

3.3.3 Cancelation.

The contract will be cancelled if ACERTA finds evidence of fraud and/or distrust in the non-compliance of GLOBALG.A.P.'s requirements, especially when:

a) ACERTA finds evidence of fraud and/or unreliability to comply with GLOBALG.A.P. requirements.
b) The suspended company/producer cannot demonstrate that it has taken sufficient corrective action within the prescribed period after ACERTA has declared the suspension.

In this case, ACERTA's Technical Dept. requests the database to cancel the certificate in force and on the same day of its cancellation, a new certificate will be issued whose validity date is the date of cancellation.

The cancellation of the contract will imply the total prohibition (all areas, all sites) of the use of any logo/trademark, licence/certificate, or any mechanism or document that is related to GLOBALG.A.P.

The company/producer that has had a cancellation will not be able to apply for a new GLOBALG.A.P. certification until 12 months from the date of the Cancellation.
from the date of cancellation.

Decisions on sanctions will be taken taking into account the clauses set out in the GLOBALG.A.P. General Regulations: Notifications and Appeals.

In addition to what is described in this section, ACERTA will consider the following causes for suspension and cancellation:

Cuadro de causas de suspensión y de cancelación del certificado		
Causa de suspensión	**Período máximo de suspensión (*)**	**Causa de cancelación**
S1. No conformidades detectadas que supongan un riesgo para la salud o la trazabilidad del proceso	3 meses	C1. No se resuelve la causa de suspensión antes de concluir el plazo concedido
S2. No resolución de las No conformidades detectadas	Dependiendo de las NC detectadas – máximo hasta próxima temporada	C1. No se resuelve la causa de suspensión antes de concluir el plazo concedido
S3. El concesionario no atiende puntualmente los compromisos económicos con ACERTA	3 meses	C1. No se resuelve la causa de suspensión antes de concluir el plazo concedido
		C2. El concesionario incumple persistentemente los compromisos económicos con ACERTA

Cuadro de causas de suspensión y de cancelación del certificado		
Causa de suspensión	**Período máximo de suspensión (*)**	**Causa de cancelación**
S4. Se hace un uso abusivo de las marcas de conformidad. Se incumple lo establecido en la Guía del uso de la marca.	3 meses	C1. No se resuelve la causa de suspensión antes de concluir el plazo concedido
		C2. Persistencia en el uso abusivo de las marcas de conformidad.
		C3. La empresa ha proporcionado intencionadamente información falsa a ACERTA
		C4. Se comprueba que realiza un mal uso del certificado. Por ejemplo, lo asocia, en el caso de certificado de producto (especie) animal, con su sistema de calidad o con otros productos (que no están certificados.
S5. Se incumplen las obligaciones derivadas del contrato con ACERTA o, si de algún modo, se actúa contra ACERTA	3 meses	C1. Se actúa de forma dolosa contra ACERTA o se incumplen de forma reiterada las obligaciones derivadas del contrato con ACERTA, o no se resuelve la causa de suspensión antes de concluir el plazo concedido.

(*) ACERTA se reserva el derecho de establecer plazos menores que los indicados para la solución de causas de suspensión.

ANNEX I: Terminology

- The term “shall” be used throughout the GLOBALG.A.P. normative documents to indicate mandatory provision.
- The term “certified products” refers to any products originating from an IFA certified production process.
- The term “certified producer” refers to an individual producer or producer group whose production processes have been certified. Whenever the term “producer” is used, it shall refer to persons (individuals) or businesses (companies, individual producers, or producer groups) that are legally responsible for the production processes and the products of the respective scope, sold by those persons or businesses.
- The term “certified company” refers to a person (individual) or business who is legally responsible for the processing, packing, trading, transport, slaughtering, or sales of IFA certified products relevant to the scope of the certification, and the subcontractors of these companies.
- The term “identity preservation method” refers to a particular traceability method. The identity preservation method shall be used whenever the GGN is used as the traceability (batch) code. The identity preservation method prohibits the physical mixing of certified loose products with other certified or noncertified loose products. If products are individually labeled according to the CoC requirements, they may be mixed with individually labeled noncertified products, e.g., one pallet can contain certified and noncertified consumer-ready packed and labeled products. Products originating from different certified individual producers (Option 1 – individual producer or Option 3 – individual producer under a GLOBALG.A.P. benchmarked scheme) or from certified producer groups (Option 2 – producer group or Option 4 – producer group under a GLOBALG.A.P. benchmarked scheme) shall not be physically mixed, and the identity preservation of products supplied by the initial individual producer (Option 1 or 3) or producer group (Option 2 or 4) shall be documented accordingly. The certified product shall be traced back to a single certified producer (Option 1 or 3) or producer group (Option 2 or 4).

  In the identity preservation method, the company shall label the final product with its CoC Number and with the GGN of the initial individual producer (Option 1 or 3) or producer group (Option 2 or 4).

  Mixing of products refers to the mixing of loose products and does not include the mixing of different packages of packed and labeled products. For example, sealed and labeled packages of certified products can share a pallet with sealed and identified packages of noncertified products; however, it is not allowed to have certified and noncertified products packed together.
- The term “site” refers to those production, processing, handling, storage, and final sale facilities (i.e., consumer retail stores or restaurants), as well as administrative/office facilities where certified products are produced, processed, handled, stored, administered/traded, or sold to consumers.
- The term “processor” refers to the company which treats, transforms, or prepares certified products.
- The term “processed product” refers to a product whose structure is altered in appearance or form after initial production.
- The term “segregation method” refers to the traceability method that permits the mixing of certified products originating from a variety of certified producers.

  Physical mixing of certified products originating from different certified producers shall be documented accordingly via traceability data liked to a traceability code (e.g., a batch number). Certified products shall not be physically mixed with noncertified products (with the exception of multi-ingredient retail consumer items). The company shall label the final product with its CoC Number and a traceability (batch) code, which links the product to either the CoC Numbers of suppliers or the GGN of an individual producer (Option 1 or 3) or a producer group (Option 2 or 4). If only some of the ingredients in a multi-ingredient product are certified, the GGN of the individual producer of the certified product ingredients shall be specified. The different sources of the different ingredients in a multi-ingredient product shall be separately identified – e.g.: pangasius (producer # 1 GGN), tilapia (producer # 2 GGN) – and the processor’s/packer’s CoC Number shall be specified. Multi-ingredient retail consumer items including noncertified products are not allowed for the plants scope.
- The term “logistic unit” refers to methods of packing products together for transport and storage, such as in pallets or bins. Logistic units may take many forms and contain any combination of items packed together for shipment. The brand owner may consider a logistic unit an orderable trade item. Nevertheless, the product name or code may not replace the logistic unit code as the logistic unit identifier for shipment.

- The term “trade item” refers to any predefined composition of products that are not intended for sale to consumers, such as boxes or crates.

- The term “retail consumer item” refers to any product sold to consumers. Retail consumer items are sold packed, for example in containers, bags, nets, or shrink wrap, or in bulk, loose, or by piece.

- Legislation relevant to control points and compliance criteria (CPCCs) more demanding than GLOBALG.A.P. overrides the GLOBALG.A.P. requirement. Existence of legislation relevant to a specific CPCC does not change the level of that criterion to Major Must. The CPCC levels shall be kept as defined in the CPCC documents and checklists approved and published on the GLOBALG.A.P. website.

- FoodPLUS GmbH and GLOBALG.A.P. approved CBs or verification bodies (VBs) do not assume any responsibility with respect to any company's compliance with applicable legislation. No audit, assessment, or certification performed by the CBs (or VBs), or any other action performed by FoodPLUS GmbH or by the CBs (or VBs) aims at certifying legislative compliance of the company but only compliance with the GLOBALG.A.P. CPCCs.

- The GGN consists of the “GGN” prefix and a 13-digit number, not including the GLOBALG.A.P. trademarks. It is unique to each and every producer/other legal entity in the GLOBALG.A.P. system (GLOBALG.A.P. IT systems). The GGN identifies a registered or certified producer that produces and, if applicable, initially packs or processes the product. Accredited Codex Alimentarius–based HACCP system certification refers to a HACCP or other HACCP-system-based certification performed by ISO/IEC 17065 accredited CBs.