

Annex 9: Certification Regulation for GLOBALG.A.P. CHAIN OF CUSTODY STANDARD

Standard or Certification scheme:	GLOBALG.A.P. CHAIN OF CUSTODY (CoC)	Accreditation Standard:	ISO 17065:2012
Scope:	<p>This document describes the certification rules for any party seeking certification for the GLOBALG.A.P. CoC Standard.</p> <p>The CoC standard certification product scope provided includes the scopes Crops Base, Aquaculture base and sub-scopes covered by the GLOBALG.A.P. IFA standard.</p> <p>For Fruit and Vegetables: The CoC certification scope covers non-processed products such as packed and whole fruits or vegetables.</p>		
Areas of application:	<p>The CoC standard can apply to any company handling and/or trading in GLOBALG.A.P. certified products, e.g., packers, traders, processors, brokers, wholesalers, slaughterhouses, logistics, subcontractors, retail centers, restaurants, etc. It is required for all parties in the supply chain that have legal ownership or physical control of GLOBALG.A.P. Certified products and perform at least one of the following activities:</p> <ol style="list-style-type: none"> 1. Trade of IFA/CoC certified products with GLOBALG.A.P. claim on sales documents or on the product itself. Agricultural producers selling only products included on their IFA certificate do not need to implement the CoC standard. 2. Labelling products with a GGN, CoC Number or GGN label logo. 3. Changing the composition of or assigning a new identity to the products sold with the GLOBALG.A.P. claim. 4. Selling bulk products with the GGN label logo. Retail stores and restaurant chains selling products from GLOBALG.A.P. certified production processes and labelled with the GGN logo in bulk are included. 		
Audit preparation:	<p>TÜV AUSTRIA is responsible for the registration of the applying producer in the GLOBALG.A.P. Database, data updates and collection of fees. By registering, the applicant commits to comply with the certification requirements at all times, the communication of data updates to TÜV AUSTRIA, the payment of the applicable fees are established by GLOBALG.A.P and by TÜV AUSTRIA and the terms and conditions of the Sub-License and Certification Agreement and Contractual Agreement with the CB.</p> <p>The information included in the application is used by GLOBALG.A.P to supply the applicant with a unique Number (CoC), which is used as a unique identifier for all GLOBALG.A.P activities.</p> <p>Any objective evidence found that indicates that the applicant has been misusing the GLOBALG.A.P claim shall lead to the exclusion of the applicant from certification for 12 months after evidence of misuse .It is checked before registration in the database. Any cases of misuse are communicated to the GLOBALG.A.P members.</p> <p>During registration applicants give written permission to GLOBALG.A.P and TÜV AUSTRIA to use the registration data for internal processes and sanctioning procedures.</p> <p>An applicant :</p> <ul style="list-style-type: none"> ✓ May not register products in one scope (Crops, Aquaculture) with different Certification Bodies. ✓ May not register a site multiple times for the same scope. ✓ May not register sites in different countries with any CB 		

	<ul style="list-style-type: none"> ✓ May not register a site as belonging to different companies at the same time. <p>For the registration to be completed, the applicant must satisfy all the following conditions:</p> <ul style="list-style-type: none"> ✓ Submit to TÜV AUSTRIA the relevant application that includes all the necessary information ✓ The applicant shall have formally committed to complying with the obligations set in the General regulations of the standard. ✓ Acknowledge the receipt and the inclusion of the Sublicense and Certification Agreement with his/her signature on the service agreement with TÜV AUSTRIA. TÜV AUSTRIA hands over a copy of the Sub-License and Certification Agreement to the producer. ✓ Be assigned a unique number (CoC number). ✓ Pay the GLOBALG.A.P. registration fee. ✓ If the GGN label logo is used the applicant shall sign the GGN label logo license agreement. <p>The acceptance process shall be finalized before inspection can take place.</p>
Audit duration:	<p>The inspection duration is determined in order to allow the following</p> <ul style="list-style-type: none"> ✓ opening meeting with the management, ✓ complete evaluation of all standard requirements ✓ completion of the applicable checklist and ✓ presentation of the results to the management
Evaluation of requirements	<p>The applicant is responsible for ensuring that all sites under the certification scope comply with the certification requirements at all times.</p> <p>Each process for the products to be sold as certified must be completely assessed prior issuing the certificate.</p> <p>For the initial inspection the applicant must have records and TÜV AUSTRIA must inspect them:</p> <ul style="list-style-type: none"> ✓ For the registration date onwards and ✓ For at least three months before the first inspection takes place. <p>Where the applicant company has not yet started trade with certified products, the system shall be demonstrated by examples, mock tests, etc.</p> <p>For the subsequent inspections GLOBALG.A.P. Certified products and/or related operational records need to be present during the inspection.</p> <p>The subsequent inspection can be done from four months before the original expiry date of the certificate</p>
Certification cycle and validity	<p>The certification shall be valid effectively from the date of issue stated on the certificate itself and shall end after 12 months with prejudice to sanctions and extensions according to the described scope. The certification decision shall be made within a maximum of 28 calendar days after closure of any outstanding non-conformances. In case no non-conformances are detected during the inspection/audit, it means that the decision shall be made no later than 28 days after the end of the inspection/audit.</p> <p>For initial inspection the decision can be a positive certification decision or an “open non-conformance” status in the database.</p> <p>When the status is set to “open non-conformance”, the company has three months to submit corrective actions after the last day of the inspection. If after the evaluation of submitted corrective actions, a negative certification decision is made, the status stay as “open non- conformance”</p>

Notification of factors affecting the certification

Non- conformance with the GLOBALG.A.P. Certification Rules:

- ✓ Non-compliance with one or more Major Musts or
- ✓ Non-compliance with more than one of applicable Minor Musts

The present Chain of Custody Control Points and Compliance Criteria have only five Minor Musts in the aquaculture relevant part. The company is allowed to fail with one Minor Must control point to still achieve certification, provided that all the Major Musts are complied with.

Contractual Non-Conformances: Breach of any of the agreements signed in the contract between TÜV AUSTRIA and the producer related to GLOBALG.A.P issues. TÜV AUSTRIA can impose a suspension of all products in cases where trading with a product does not comply with legal requirements, false communication by the company regarding GLOBALG.A.P. Certification, GLOBALG.A.P trademark misuse, payments not made following contractual conditions etc.

If non-conformance is detected, a sanction shall be applied. The company cannot change Certification Body until the non-conformance that led to the respective sanction is satisfactory closed.

Warning

A warning is issued for all types of non-conformance detected. If there are outstanding non-conformances 28 days after an initial inspection, the status "open non-conformance" is set in the GLOBALG.A.P. Database. If the cause of the warning is not resolved within 3 months, a complete inspection shall be performed before a certificate can be issued. For subsequent inspections, non-conformances shall be closed within 28 days. In case the non conformances are not solved at the time specified (maximum 28 days) a suspension shall be imposed.

Scope Suspension

A suspension can be applied to one, several or all of the scopes covered by the CoC certificate.

If the cause of the warning is not resolved within the defined period a suspension shall be imposed.

The period allowed for correction is set by TÜV AUSTRIA and it is not longer than 12 months. During this period, using the GLOBALG.A.P. logo/ trademark, certificate or any other type of document that is in any way linked to GLOBALG.A.P. in relation to the suspended scope, prohibit.

Cancellation

If the cause of the suspension is not resolved within the defined period, a cancellation is imposed

Extension of the certification scope

The scope of the certificate, the included processes and products may be changed during the validity of the certificate.

The certified company shall inform TÜV AUSTRIA about any changes affecting the scope of the CoC certificate. This may include adding or withdrawing processes, products, scopes and locations. The certified company shall perform a self-assessment covering the changes. TÜV AUSTRIA shall evaluate the changes and decide whether a new on-site inspection shall take place or not

Subcontractors

If a subcontractor holds an own GLOBALG.A.P. CoC certificate, it is accepted, and a validation of scope and validity shall be implemented by TÜV AUSTRIA.

If the subcontractor does not hold a valid CoC certificate, they can be included in the certificate holder's certificate and they shall agree on a verification on-site inspection by TÜV AUSTRIA. They are audited according to the risk related to misidentification, substitution, or dilution of certified products with non-certified products.

Use of GLOBALG.A.P. Trademark and logo	<p>GLOBALG.A.P is the owner of the GLOBALG.A.P trademark.</p> <p>The certification granted entitles the company to distribute and market its product under the trademark and, if applicable, under the QR code only to the extent that these products are in full compliance with GLOBALG.A.P standard.</p> <p>Certified producers, who have not signed up for voluntary GLOBALG.A.P membership use, shall combine the logo with the corresponding GGN.</p> <p>The GLOBALG.A.P trademark shall never appear on the product, consumer packaging or at the point of sale where it is in direct connection with single products. It may only be used on pallets that contain only certified GLOBALG.A.P products and that will not appear at the point of sale.</p> <p>The QR code logo may appear on the product, consumer packaging of the product or at the point of sale where it is in direct connection with certified products.</p> <p>GLOBALG.A.P. certified producers may use the GLOBALG.A.P trademark and the QR code logo in business-to business communication, and for traceability, segregation or identification purposes on site. It shall never be used on promotional items, apparel items, or accessories of any kind.</p> <p>The company shall indicate when using the trademark and the QR code logo that it is a GLOBALG.A.P. registered trademark.</p> <p>The GLOBALG.A.P logo shall always be obtained from the GLOBALG.A.P. Secretariat.</p> <p>The right of the Client to maintain the Certificate shall be terminated immediately, if the Client uses GLOBALG.A.P. Trademark in a way contrary to the specified in GLOBALGAP General Rules or in a way contrary to the provisions of the Certification and its Annex. TÜV AUSTRIA has the right to withdraw and cancel the Certificate if the provisions of GLOBALGAP General Rules and Certification Regulations are not fulfilled.</p>
Use of the GLOBALG.A.P. claim in business to consumer communication	<p>The use of the GLOBALG.A.P. claim in business- to- consumer communication is reserved for companies:</p> <ul style="list-style-type: none"> ✓ With a valid GLOBALG.A.P. CoC Certificate and a GGN LOGO license or ✓ With a valid CoC Certificate that print the CoC number on the consumer item packaging without the GGN label logo
GLOBALG.A.P Certification integrity Program	<p>The Certification Integrity program is risk based and consists of 2 kind of assessments:</p> <ul style="list-style-type: none"> ✓ Office assessments to check TÜV AUSTRIA's certification performance ✓ Producer assessments or witness TÜV AUSTRIA's assessments to check inspection and audit performance
Special Requirements	<p>The client shall comply with the Certification and Sublicense Agreement's terms</p> <p>When a client has a GGN assigned by GLOBALG.A.P. he must communicate it with the certification Body. Failure to do this will result in a surcharge according to GLOBALG.A.P. General Rules in force</p>
Duration of contractual agreement	<p>The provisions of the Certification Regulation and corresponding annexes per service come into force upon signature of the offer by the client and are valid for one year after the date of signature.</p> <p>The right for immediate termination for an important reason is not affected. An important reason is considered especially when there are conditions for the termination of the right to use of the Certificate, as specified in "Termination of the right to use" clause of the Certification Regulation.</p>